

CHAPTER 16

EXCESS LAND

INTERNAL CALTRANS EXHIBITS AND FORMS

<u>Exhibit No.</u>	<u>Title</u>
16-EX-02	Notice of Intent to Sell Excess Land (for internal Caltrans use)
16-EX-04	Offer to Sell or Lease Surplus Land (for internal Caltrans use)
16-EX-07	Installment Contract for Sale of Real Property (for internal Caltrans use)
16-EX-11	Porter Bill Lease (for internal Caltrans use)
16-EX-13	Certification of Conformance, Porter Bill Lease (for internal Caltrans use)
16-EX-14	Supplemental Data Sheet, Porter Bill Lease (for internal Caltrans use)
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<u>Form No.</u>	<u>Title</u>
RW 16-01	Excess Land Parcel Acquisition/Disposal Summary (for internal Caltrans use)
RW 16-02	Analysis of Cost with Adjustments to Inventory Value (for internal Caltrans use)
RW 16-03	Application to Hold Excess Land (for internal Caltrans use)
RW 16-07	Rescinded Route Parcel Inventory (for internal Caltrans use)
RW 16-11	Affordable Sales Price Calculations-Alternative A (Lower Income Households) (SB 86) (for internal Caltrans use)
RW 16-12	Affordable Sales Price Calculations-Alternative B (SB 86) (for internal Caltrans use)
RW 16-18	Assumption Agreement (SB 86) (for internal Caltrans use)
RW 16-23	Annual Certification of Ownership Conditions (SB 86) (for internal Caltrans use)
RW 16-27	Notice of Abandonment of Right to Purchase (SB 86) (for internal Caltrans use)
RW 16-28	Excess Land Inventory Memorandum (for internal Caltrans use)
RW 16-29	Excess Land Fiscal Transmittal (for internal Caltrans use)

Memorandum

To:

Date:

File: Dist. Co. Rte.
Director's Deed No.

From: DEPARTMENT OF TRANSPORTATION

Subject: Notice of Intent to Sell Excess Land

The Department of Transportation intends to sell the above-referenced parcel during the month of _____, 20 ____.

Attached are maps showing the location and area of the parcel. The following facts pertain to the property:

1. Estimated Value:
2. Present Zoning:
3. Highest and Best Use:
4. Topography:
5. Improvements (if any):
6. Encumbrances: (Brief description or enclose title report)
7. Remarks: (Include access problems, utility availability, other State-owned property adjacent, etc.)

Please determine if any other State agency wishes to acquire this parcel. If so, they could contact _____ at _____ immediately.

If we do not hear from any other agency within 60 days of your receipt of this letter, the parcel will be sold as scheduled.

District Excess Land Manager

(Address)

Dist. Co. Rte. _____

Director's Deed No. _____

The Department of Transportation hereby offers to sell or lease the surplus land shown on the attached map in accordance with the provisions of Sections 54220 through 54227 of the Government Code.

The following facts pertain to this land:

1. Size:
2. Present Zoning:
3. Highest and Best Use:
4. Topography:
5. Improvements (if any):
6. Encumbrances: (Brief description or enclose title report.)
7. Remarks: (Include access problems, utility availability, other State-owned property adjacent, etc.)

A. Sale at Fair Market Value or Lease Pending Sale at Fair Market Value

Any sale pursuant to the above-noted statutes will be at current appraised fair market value.

Any lease pursuant to these statutes will be at a lease rate which will enable subsequent sale, subject to the lease, for a price no less than the current appraised fair market value of the parcel as if it were unencumbered by any lease.

B. Notification of Intent to Purchase or Lease Surplus Land

Please notify the undersigned within sixty (60) days of your receipt of this notice if you intend to purchase or lease this surplus land.

If we do not hear from your agency within sixty (60) days, the surplus land will be disposed of in another manner.

C. Resale of Land for Development of Low- and Moderate-Income Housing

Government Code Section 54224 allows a local agency, housing authority or redevelopment agency to reconvey land purchased from the Department to a nonprofit or for-profit housing developer for development of low- and moderate-income housing.

D. Payment Period

Government Code Section 54225 allows the Department to provide for a payment period of up to twenty (20) years in any contract of sale or sale by trust deed as to:

1. Surplus land to be used for park, recreation, open-space purposes, or school purposes, and
2. Improved surplus land to be used for low- and moderate-income housing purposes.

Streets and Highways Code Section 118 allows the Department to provide for a payment period of up to forty (40) years in any contract of sale or sale by trust deed as to unimproved surplus land to be used for low- and moderate-income housing purposes.

E. Multiple Offers

In the event the Department receives offers for the purchase or lease of this surplus land from more than one entity, first priority shall be given to the entity which agrees to use the site for housing for persons and families of low- or moderate-income, except that first priority shall be given to an entity which agrees to use the site for park or recreational purposes if the land being offered is already being used and will continue to be used for park or recreational purposes, or if the land is designated for park and recreational use in the local general plan and will be developed for that purpose. (Government Code Section 54227.)

If a notice of intent to purchase or lease this surplus land is received within sixty (60) days of receipt of this letter, Caltrans will prepare an appraisal of the surplus land.

Upon completion of the appraisal, Caltrans will commence negotiations with your agency pursuant to Government Code Section 54223 regarding the sale or lease of the land. If the price or lease terms cannot be agreed upon after a sixty (60) day negotiations period, the Department may dispose of the land without further regard to Government Code Sections 54220 through 54227.

District Excess Land Manager

(Address)

Dist.-Co.-Rte.-PM

THIS AGREEMENT, made and executed in triplicate this _____ day of _____, 20__, by and between the STATE OF CALIFORNIA, acting by and through the Department of Transportation, hereinafter called "State", and the _____, hereinafter called "Purchaser."

WITNESSETH:

WHEREAS, Purchaser desires to purchase the hereinafter described real property, and;

WHEREAS, The Director of the Department of Transportation has heretofore found and determined, and does hereby find and determine, in accordance with the provisions of Section 118 of the Streets and Highways Code, that the hereinafter described real property was acquired for State highway purposes and is no longer necessary for highway purposes and is not now being used for highway purposes, and that the disposition of said hereinafter described property is in the best interests of the State;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and the performance thereof, it is mutually agreed as follows:

1. The State agrees to sell to Purchaser, and Purchaser agrees to purchase from the State that certain real property situated in the County of _____ described as:

(Insert same legal description as will be used in the Director's Deed, including reservation of access rights.)

The premises are to be conveyed subject to:

(a) Special assessments, if any, restrictions, easements of record.
(b) (Insert other items, such as easements yet to be conveyed out by State, reservations of mineral rights, etc.)

2. Purchaser agrees to pay for the said real property to State the principal sum of _____ dollars, (\$ _____), with interest thereon from the date hereof at the rate of _____ percent (____%); principal and interest to be due and payable in annual installments as follows:

(a) On the date hereof, the sum of _____ dollars, (\$ _____), and on the day preceding the first anniversary of the date hereof, and annually thereafter, the sum of _____ dollars, (\$ _____) to be applied on the principal and interest agreed to herein, on the day preceding the _____ anniversary of the date hereof the

(third, fifth, etc.)

balance of the principal with interest thereon unless sooner paid in accordance with the provision for additional payments stated below; all installments being payable in lawful money of the United States of America and shall be delivered to the Department of Transportation at Post Office Box _____, _____, California, _____.

(b) Each annual installment shall be credited first on interest then due and the remainder on principal so credited.

(c) Purchaser may make additional payments on the principal at any time before final installment, and interest shall thereupon cease upon said principal so credited.

(d) If Purchaser should default in the payment of any annual installment, or any part thereof, when due as herein provided, and such default should continue for thirty (30) days after notice thereof in writing to Purchaser, the whole of said purchase price shall at the option of the State become forthwith due and payable.

(e) It is understood and agreed that the term of this agreement shall not exceed _____ (____) years and the Purchaser shall make payment in full including principal and interest within that period.

3. Purchaser agrees to pay all taxes and assessments which are and which may be levied or assessed against said premises.

4. Purchaser shall promptly pay, when due, all water, electric, gas and other utility bills and charges accruing or payable in connection with said premises during the term of this agreement, and to save State harmless therefrom.

5. Purchaser shall promptly pay all indebtedness incurred by acts of the Purchaser on the property on which may become a lien on said premises.
6. Purchaser may occupy, or permit said premises to be occupied, for the following uses and purposes only, for a period of _____ (____) years from the date hereof: For use as (describe intended use such as park, parking lot, storage yard, etc.). Purchaser shall not sell, lease, convey, assign or transfer said property for private use during said period.
7. Purchaser shall not commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of said premises for any illegal or immoral purposes.
8. Purchaser agrees to keep said premises in good order and safe condition at Purchaser's own cost and expense and the Purchaser agrees that full inspection of said described premises has been made and that State does not make any covenant respecting the condition of any improvements on said premises or make any agreement for alterations, improvements or repairs.
9. Purchaser agrees to indemnify and save harmless the State, its officers, agents and employees against any and all loss, damage and liability which may be suffered or incurred by the State, its officers, agents and employees and against any and all claims, demands and causes of action that may be made or brought against the State, its officers, agents and employees caused by, arising out of, or in any way connected with the condition, use or occupancy of said premises by Purchaser, its assigns, licensees, permittees or invitees.
10. This agreement is not assignable in whole or in part, either by operation of law or otherwise, without the prior written consent of State; provided that Purchaser may permit other persons to use said premises only for the purposes hereinabove stated.
11. Purchaser may immediately enter upon said premises and remain thereon and use said premises as above provided so long as Purchaser shall fulfill and perform all the agreements herein on its part to be fulfilled and performed, and no longer; and if purchaser should, at any time hereafter, violate or neglect to fulfill any of said agreements or be in default herein in any respect, and such default should continue for thirty (30) days after notice thereof in writing to Purchaser, State shall have the right to declare this agreement terminated and may retain whatever may have been paid on said contract, including principal and interest, and all improvements that may have been placed on said premises, as and for rental for the use of said premises by Purchaser and State may consider and treat Purchaser as its tenant holding over without permission and may take immediate possession of the premises and remove Purchaser and its agents therefrom, and Purchaser shall be liable to State for any damages incurred therein. In case of any such termination, Purchaser hereby agrees, upon demand of State, to quietly and peaceably surrender to State the possession of said premises and every part thereof. State, at any time following such termination, may sell and convey the premises, or any portion thereof, free and clear of any rights by Purchaser in and to said premises or improvements thereon.
12. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered or certified and postage prepaid, and addressed as follows: To Purchaser at _____ and to State at _____. The address to which the notices shall or may be mailed as aforesaid to either party, may be changed by written notice given by either party to the other as hereinbefore provided, but nothing herein contained shall preclude the giving of any notice by personal service.
13. It is agreed and understood that this agreement shall cancel and terminate any prior lease or rental agreement by and between the parties hereto covering said premises as of the date hereof.
14. This agreement is contingent on obtaining a resolution of the California Transportation Commission pursuant to Streets and Highways Code Section 118, approving and authorizing the manner, terms and conditions of this agreement.
15. The Purchaser agrees that upon the default of any of the conditions contained herein it will pay all costs and expenses that may arise from the enforcing of this agreement whether by suit or otherwise, including a reasonable attorney's fee.

INSTALLMENT CONTRACT FOR SALE OF REAL PROPERTY (Cont.)

16. The Purchaser agrees to resume all risk of damage to or loss of any improvements on said premises; that no such damage or loss shall constitute a failure of consideration.

17. After full performance by Purchaser of all terms and conditions herein and upon full payment of principal and interest by Purchaser and acceptance thereof by State, State shall deliver to Purchaser a Director's Deed to the above-described premises subject to the exceptions and reservations as hereinabove set forth, and this agreement shall terminate and be of no further force and effect. It is agreed that the deed is to be in the form of Exhibit "A" attached to this agreement and made a part hereof. It is hereby understood that the right, title and interest in the property to be conveyed by this agreement shall not exceed that vested in the State of California, and that no policy of title insurance will be furnished by the State in connection with this transaction.

18. This document contains the entire agreement of the parties hereto and no obligation other than those set forth herein will be recognized.

19. It is mutually understood that time is of the essence of each and all of the provisions of this agreement.

20. This agreement may be terminated, and the provisions thereof may be, in writing, altered, changed, modified or amended by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their respective officers.

Purchaser

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**Lease for Park and Recreational Purposes
Pursuant to Section 104.15 of the Streets and Highways Code**

WHEREAS, The Legislature has enacted Section 104.15 of the Streets and Highways Code to authorize the Department to lease to local agencies for park purposes all or any portion of the remainder of property acquired pursuant to Section 104.15 that is outside the boundary of the State highway, but not beyond the next adjacent dedicated street, or public work or improvement, when such use will protect such highway, public work or improvement and its environs, and will preserve its view, appearance, light and usefulness in accordance with conditions prescribed by the California Transportation Commission; and

WHEREAS, The California Transportation Commission has prescribed certain procedures, terms, and conditions for the leasing of such property; and

WHEREAS, the (local agency) intends to develop a park upon said property;

IT IS, THEREFORE, AGREED that the State of California and the (local agency) hereby enter into a leasehold containing the following terms and conditions:

LEASE covering premises in the City of (_____), County of (_____).

THIS INDENTURE OF LEASE, made and entered into and effective this ____ day of _____, 20__, by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called the LESSOR, and _____, hereinafter called the LESSEE:

WITNESSETH

That the Lessor, for and in consideration of the covenants, conditions, agreements, and stipulations hereinafter to be performed by the Lessee does hereby lease unto the said Lessee those certain premises situated in the City of _____, said land or interests [therein being shown on the map or plat attached hereto marked "Exhibit A," and by reference made a part hereof, and more particularly] described as follows:

[Description]

TO HAVE AND TO HOLD said premises, hereinafter called "the leased premises," together with appurtenances and easements belonging thereto for the term and on the conditions hereinafter set forth.

THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. TERM

The term of this lease shall be for a term of fifty (50) years beginning _____ and ending _____.

2. TERMINATION

This lease shall terminate upon the occurrence of any of the following events:

- (a) All or any portion of the leased premises is required for State highway or other public transportation purposes, PROVIDED HOWEVER, that when all or any portion of the leased property is required for Highway purposes, the Lessor shall provide 180 days' notice of termination;
- (b) All or any portion of the leased property ceases to be used for park purposes.
- (c) In the opinion of the Director of Transportation the property is not maintained in such a manner as to protect and enhance the highway or public works and its environs, PROVIDED HOWEVER, that the Lessor shall notify the Lessee that the Director has determined that the property is not so maintained, stating the reasons for such determination, and PROVIDED FURTHER, that Lessee shall have a reasonable time, not to exceed one hundred eighty (180) days, to remedy the conditions or defects which formed the basis for the Director's determination.

It is understood and agreed that upon termination of this lease for any reason, Lessor shall not be obligated to provide replacement lands or facilities or compensation in any manner for the part taken or the remainder of the leased premises, PROVIDED HOWEVER, that if the Lessee has purchased adjoining property in conjunction with this lease, and if said adjoining parcel remains in the ownership of Lessee and continues to be used in conjunction with the leased premises, and if this lease is terminated for the reasons stated in 2(a) above, Lessee shall be entitled to recover from the acquiring agency severance damages, if any, to the extent that said adjoining parcel is damaged.

2. TERMINATION (Alternate)

This lease shall terminate upon the occurrence of any of the following events:

- (a) All or any portion of the leased premises is required for State highway or other public transportation purposes, PROVIDED HOWEVER, that when all or any portion of the leased property is required for Highway purposes, the Lessor shall provide 180 days' notice of termination;
 - (b) All or any portion of the leased property ceases to be used for park purposes.
 - (c) In the opinion of the Director of Transportation the property is not maintained in such a manner as to protect and enhance the highway or public works
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and its environs, PROVIDED HOWEVER, that the Lessor shall notify the Lessee that the Director has determined that the property is not so maintained, stating the reasons for such determination, and PROVIDED FURTHER, that Lessee shall have a reasonable time, not to exceed one hundred eighty (180) days, to remedy the conditions or defects which formed the basis for the Director's determination.

It is understood and agreed that upon termination of this lease for any reason, Lessor shall not be obligated to provide replacement lands or facilities or compensation in any manner for the part taken or the remainder of the leased premises.

3. RENTAL

The Lessee agrees to pay Lessor as rent for the leased premises during the term the sum of _____ Dollars (\$_____), payable annually in advance to the Lessor at the Office of the State of California, Department of Transportation, at _____, California, commencing on the ____ day of _____, 20__, and on the ____ day of _____ each year thereafter.

4. IMPROVEMENTS, REPAIRS, MAINTENANCE AND USE OF THE PROPERTY

Lessee agrees to develop a park upon the leased premises and to commence construction of said park, as approved by Lessor, no later than _____, 20__, and to complete said construction on or before _____, 20__. In the event construction is not commenced and completed in the time set forth above, or if not prosecuted with reasonable diligence to completion, this lease may be terminated at Lessor's option.

The Lessee, prior to the construction of any improvements on the leased premises, shall furnish a description of the proposed facility, including:

- (a) Ten each - site plans and one duplicate tracing, at scale 1/20 inch to 1 foot on sheets 30 inch x 40 inch.
- (b) Ten each - architectural elevations and one duplicate tracing, at scale 1/8 inch to 1 foot on sheets 30 inch x 40 inch.
- (c) Specifications, including structural system, types of materials, exterior finishing, and landscaping.

All plans and specifications submitted by the Lessee to the Lessor shall be subject to the Lessor's review and approval, including but not limited to lighting facilities, and to means of ingress and egress to the property. Building improvements shall be limited to those included in the approved plan. No additional building improvements shall be allowed without prior written consent of the Lessor. All

building improvements shall conform to local building codes and ordinances. All signs shall be subject to the prior approval of the Lessor. Any facilities constructed for the protection of the Lessor's facility shall be maintained in the conditions as approved in the plans.

Lessee further agrees that improvements constructed on the leased premises shall conform to approved plans and specifications referred to in Clause 4 - (a), (b), (c). It is further agreed and understood that the leased premises shall be used exclusively for park purposes, and the premises will not be used for other purposes or for purposes deemed by the Lessor to be a potential fire or other hazard to the highway facility. The operation and maintenance of leased premises shall be subject to regulations by the Lessor to protect against fire or other hazard impairing the use, safety and appearance of the highway. No change in use shall be permitted without the Lessee's first having obtained written approval from the Lessor. Lessee specifically understands that any change of use of the leased premises which is inconsistent with park purposes shall be considered as a material breach of this lease and the cause of forfeiture of the lease.

Lessee, at its sole cost and expense, shall comply with and faithfully observe in the construction and use of the premises the requirements of all Municipal, State, and Federal authorities now in force or which may hereinafter be in force pertaining to the leased premises.

Within ninety (90) days after completion of construction of the facilities, the Lessee shall furnish to the Lessor two sets of the plans and specifications used in said construction in detail, including the location of all underground and aboveground utility lines, as well as construction details.

The Lessee, at its own cost and expense, shall maintain the leased premises, including all buildings, structures, landscaping and improvements constructed thereon, and all driveways, fences, and guardrails heretofore, or hereafter erected in good repair at all times in an orderly, clean, safe, and sanitary condition in such a manner as to protect and enhance the abutting highway or public works and its environs and to preserve said highways' or public work's view, appearance, light, air, and usefulness, and otherwise in compliance with all requirements of law. A high standard of cleanliness consistent with the location of the area as an adjunct to the California highway system will be required. The Lessee shall take all steps necessary to effectively protect the fences and guardrails from damage incident to the Lessee's use of such land and improvements, all without expense to the Lessor. The Lessee shall be liable to and shall reimburse the Lessor within thirty (30) days after billing for any damage to said fences, guardrails, in any way resulting from or attributable to the use and occupancy of said premises by the Lessee or any person entering upon the same with the consent of the Lessee, expressed or implied. It is understood and agreed

that the leased premises shall be used during the tenancy hereof exclusively for the purposes of a public park or uses compatible with such uses, including parking appurtenant to such park. No other use shall be permitted. Lessee shall not allow vehicle or equipment washing, fueling, maintenance or repair on the premises.

If all or any portion of the leased property is required for highway purposes and after written notice of termination is provided by Lessor, at its sole cost and expense, shall remove all building improvements within the highway right of way within 180 days of said notice of termination.

5. HAZARDOUS MATERIALS

Hazardous materials are those substances listed in California Code of Regulations, Title 22, Section 66261.126, Appendix X, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of Article 11 of the above Code, as well as any other substance which poses a hazard to health or environment. Except as otherwise permitted in this Lease, Lessee shall not use, create, store or allow any such substances on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Lessee cause or allow the deposit or disposal of any such substance on the leased property. However, household products necessary for routine cleaning and maintenance of the property may be kept on the leased premises in quantities reasonable for current needs.

Department, or its agents or contractors, shall at all times have the right to go upon and inspect the leased premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing soils or underground tanks on the premises.

6. WATER POLLUTION CONTROL

Lessee shall not allow discharge of contaminated storm water runoff or unauthorized non-storm water discharges to private or public storm water drainage systems. Lessee shall comply with State and Federal water pollution control requirements, and those of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under jurisdiction of the above agencies.

Lessee shall implement and maintain the best management practices (BMPs) shown in the attached Stormwater Pollution Prevention Fact Sheet for Parks and Recreation. Lessee shall identify any other potential sources of storm water and

non-storm water pollution resulting from Lessee's activities on the premises, which are not addressed by the BMPs contained in the attached Fact Sheet, and shall implement additional BMPs to prevent pollution from those sources. Additional BMPs may be obtained from the Right of Way Property Management and Airspace Storm Water Guidance Manual (RW Storm Water Manual) available for review at the Department's District Right of Way office. Stormwater BMP videos are also available at [Construction's Storm Water and Water Pollution Control web page](#). In the event of conflict between the attached Fact Sheet and this Lease, this Lease shall control.

Department, or its agents or contractors, shall at all times have the right to go upon and inspect the premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of sewer systems, storm drains, or watercourses on the premises.

7. LIABILITY INSURANCE

This lease is made upon the express condition that Lessor is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes resulting from the operations and/or use of the premises by Lessee, his agents, customers and/or business invitees, Lessee hereby covenants and agrees to indemnify and save harmless Lessor from all liability, loss, cost and obligation on account of any such injuries or losses.

Lessee shall, at his own expense, take out and keep in force during the within tenancy, public liability insurance and property damage insurance in a company or companies to be approved by the Lessor, to protect the State of California, its officers, agents, and employees, as a named additional insured, against any liability to the public incident to the use of and resulting from injury to, or death of, any person or persons or property damage, including parked vehicles, occurring in, or about the demised premises, in the amount of not less than \$1,000,000, to indemnify against the claim of one or more persons resulting from any one accident.

Said policies shall inure to the contingent liabilities, if any, of the Lessor, and the officers, agents, and employees of Lessor when acting within the course and scope of their employment, in its capacity as Lessor, and shall obligate the insurance carriers to notify Lessor, in writing, not less than fifteen (15) days prior to the cancellation thereof, or any other material changes affecting the coverage of the policies. Lessee shall furnish to Lessor a certified copy of each and every such policy within not more than ten (10) days after the effective date of the

policy. Lessee agrees that, if Lessee does not keep such insurance in full force and effect, Lessor may take out insurance and pay the premiums thereon, and the repayment thereof shall be deemed to be additional rental and payable as such on the next day upon which rent becomes due hereunder.

Prior to occupying the leased premises, the Lessee, as a condition of the lease, must furnish certificates of insurance. Said certificates, in blank, will be furnished to Lessee by Lessor upon request.

This paragraph nor any part of this lease is intended to create any rights or claims on the part of any person or persons who may claim to be a third party beneficiary of this lease or on the part of any person or persons who are not a party to this lease.

The purpose of this paragraph is to protect the State of California, its officers, agents, and employees against liability for personal injury, death of any person or persons, as well as property damage arising by reason of its position of owner and Lessor of the real property in question.

It is understood that the Lessor specifically reserves the right to increase the amount of public liability or property damage insurance required under this lease to the amount for which the Lessor is self-insured if the Lessor's self-insured limits are raised above \$1,000,000. Upon thirty (30) days' written notice of a change in insurance requirements, Lessee must furnish additional certificates of insurance proving that it has complied with the new policy limits adopted by the Lessor.

7. LIABILITY INSURANCE (Alternate)

This lease is made upon the express condition that Lessor is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes resulting from the operations and/or use of the premises by Lessee, his agents, customers and/or business invitees, Lessee hereby covenants and agrees to indemnify and save harmless Lessor from all liability, loss, cost and obligation on account of any such injuries or losses.

The purpose of this paragraph is to protect the State of California, its officers, agents, and employees against liability for personal injury, death of any person or persons, as well as property damage arising by reason of its position of owner and Lessor of the real property in question.

8. TAXES OR ASSESSMENTS

It is understood and agreed that the Lessor shall not be liable for taxes or assessments of any nature whatsoever on the leased property and that Lessee will pay any such taxes or assessments should they arise.

9. CONDEMNATION CLAUSE

In the event it becomes necessary for the Lessor to acquire all or any portion of the leased premises for highway or other transportation uses, this lease may be terminated as provided in 2 above. The lessee specifically waives all defense to any condemnation action, PROVIDED HOWEVER, if the lease is terminated for other public transportation purposes that Lessee may claim compensation from the condemning authority based upon the value of its interest in the improvements constructed on the leased premises, in accordance with the laws of eminent domain.

10. DEFAULT BY LESSEE

Lessor shall exercise against Lessee any remedy which Lessor may have for breach of any covenant or agreement herein expressed only after Lessee has failed for a period of thirty (30) days after receipt of notice thereof to correct the condition of which complaint is made.

11. NOTICES

Any and all notices or demands by or from Lessor to Lessee, or Lessee to Lessor, shall be in writing. They shall be served either personally or by mail; service shall be conclusively deemed made at the time of service. If served by certified mail, service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt therefore. If served by telegraph, service shall be conclusively deemed made at the time the telegraph agency shall confirm to the sender delivery thereof to the addressee. Any notice or demand to Lessor may be given to Lessor at _____ or at such other place or places as shall be designated by Lessor from time to time. Any notice or demand to Lessee shall be given to Lessee at

12. SUBLEASES, ASSIGNMENTS, ASSIGNMENTS BY OPERATION OF LAW AND ENCUMBRANCES

The Lessee may not sublease or assign any portion of said lease to any person, without the prior written consent of Lessor.

The Lessee covenants that no lien or other encumbrance shall be placed upon the leased premises or the improvements located thereon which will defeat the right of the Lessor under the lease herein. The Lessee further agrees that any loan which is secured by a lien on the leased premises or the improvements located thereon shall be made expressly subject to the prior leasehold rights of the Lessor contained herein.

No holding over by Lessee shall operate to renew this lease without the written consent of the Lessor endorsed thereon.

13. WAIVER

The waiver by Lessor by any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of preceding breach at the time of acceptance of such rental.

14. FAIR EMPLOYMENT PRACTICES

The Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that (1) no person, on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (2) that in connection with the construction of any improvements on said land and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors, (3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated (on, over, or under) the space of the right of way, and (4) that the Lessee shall use the land in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations,

Part 8 (15 CFR, Part 8) and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right of termination of this lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

15. TIME OF ESSENCE

Time is expressly made the essence of this lease.

IN WITNESS WHEREOF, the undersigned have executed this lease the day and year first above written.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By _____
LESSOR

By _____
LESSEE

This is to certify that the application of _____
(Name of Local Agency)
dated _____ for the development of park and recreational facilities on
excess parcel(s) _____ has been reviewed, and that the proposed
development conforms to the requirements of Streets and Highways Code Section 104.15.

Recommended for Approval:

District Porter Bill Review Committee

District Director or District Division Chief
Right of Way

I. Identification:

Dist.-Co.-Rte.-P.M. _____
Excess Parcel No. _____
Excess Category _____
Interstate No. _____

Location (Street(s)) _____
Applicant Agency _____

II. Physical Description:

- A. Parcel (total Excess Parcel) _____
- B. Area within 200 feet of the Public work _____
- C. Describe highway construction and year completed _____
- D. Topographic relationship of parcel to highway _____
- E. Discuss existing or proposed highway landscaping plan _____
- F. Distance from nearest traveled lane to excess _____
- G. Describe visibility of excess from highway _____
- H. Describe surrounding neighborhood use patterns and trends _____

III. Valuation Date : (Attach Appraisal)

- A. Date of Acquisition _____
- B. Cost of Acquisition of Entire Parcel \$ _____
- C. V.T.A. from RW 16-1 \$ _____
- D. F.M.V. of Entire Excess Parcel _____
- E. F.M.V. of the excess property: To be purchased by local agency \$ _____
- F. Estimated value of excess within 200 feet of highway facility \$ _____
- G. Present Zoning _____
- H. Highest and best use _____
- I. Describe excess improvements and their location: _____
- J. Describe effect of lease of 200 feet nearest highway improvement on salability or value of remaining excess and estimate dollar damage, if any: _____
- K. Describe any present or future plans or intentions for improvement of highway facilities which would affect proposed park improvements: _____
- L. Describe plans or expressed intentions for rapid transit or other public improvements at this location. _____

IV. District Recommendations:

- A. Describe significant potential benefits of park development:
- B. Describe potential dis-benefits of park development:
- C. Recommendation of District Director:

V. Exhibits:

- A. Maps-Area map showing location of the city. Parcel map showing total excess and area applied for.
- B. Photos-of parcel from freeway and freeway from parcel.

The above items constitute minimum data required and additional appropriate information should be included in a "Comments" section, if needed.

Dist. _____ Co. _____ Rte. _____
DD# _____
Escrow # _____

Enclosed is fully executed Director's Deed _____ (Number) _____ which you are authorized to record when you hold the following:

- (1) The sum of \$_____ which shall be payable on demand to the Department of Transportation.*
- (2) A fully executed Deed of Trust naming the State of California, acting by and through the Department of Transportation, as Beneficiary, _____, Trustor, and _____, Trustee.
- (3) A fully executed Promissory Note payable to the State of California, acting by and through the Department of Transportation in the amount of \$_____ bearing interest on unpaid principal at the rate of _____% per annum payable in forty (40) equal quarterly installments, including principal and interest, commencing the _ day of _____, 20___. Said note shall provide for a penalty of 5% of any payment which is paid more than ten days after its due date.
- (4) Fire insurance policy in the amount of \$_____ naming the State of California, acting by and through the Department of Transportation, as coinsured.

No policy of title insurance or fees in connection therewith will be furnished or paid by the State.

Recording fees, documentary stamp taxes or other real estate transaction taxes or fees by whatever name known, including escrow fees or broker's commissions are to be paid by the grantee.

This escrow is to close, documents recorded, and funds paid to the Department of Transportation on or before _____.

* This amount should equal 30% of the parcel's purchase price less the amount deposited at the time of sale.

EXCESS LAND PARCEL ACQUISITION/DISPOSAL SUMMARY

RW 16-01 (REV 04/2021)

Page 1 of

DISPOSAL UNIT (Director's Deed)									
<input type="checkbox"/> PARCEL ACQUISITION					Dist	Co	Rte	P.M.	Parcel No.
<input type="checkbox"/> ONE PARCEL DU									
<input type="checkbox"/> DU WITH _____									

I. EXCESS LAND PARCEL ACQUISITION DATA

Grantor

Deed Recorded	Post Acquisition Date	Interest Acquired	Parcel Type <input type="checkbox"/> INVENTORY <input type="checkbox"/> NON-INV
EXCESS CREATED BY	<input type="checkbox"/> Decert of RW		<input type="checkbox"/> Parcel Split
<input type="checkbox"/> New Acquisition	<input type="checkbox"/> Decert of Operating Property from _____		<input type="checkbox"/> Other _____
<input type="checkbox"/> Design Change	<input type="checkbox"/> Rescinded Route		

II. PRORATA COST OF EXCESS PARCEL

Land	Improvement	Other	Total
\$	\$	\$	\$

III. EXCESS LAND INVENTORY VALUE - VALUE AT ACQUISITION (VTA) (From Excess Property Inventory Valuation, RW 07-13)

Area (Size)	Measure (S.F. or AC only)	Land Value	Improvement Value	Total
		\$	\$	\$

IV. DISPOSAL DATA

Clearance Requested	Clearance Obtained	Appraisal Requested	Appraisal Approved	Interest Value
Excess Land Valuation:		Land Value	Improvement Value	Total
<input type="checkbox"/> Market Value Appraisal		\$	\$	\$
<input type="checkbox"/> Public Sale Estimate				
<input type="checkbox"/> Does Not Qualify for Use By Other State Agencies			HMDD-D Signed:	
<input type="checkbox"/> Qualifies-General Services Notified-No Reply or Waiver Received				
<input type="checkbox"/> Government Code 54220, et seq. Complied With-No Replies				

Description of Property (Improvement; Zoning, etc.)

Deed approval delegated to district YES NO If yes, deed executed on:**V. SALES DATA**

Convey To:	Sales Price				
	\$				
Interest Sold	Date of Sale	DD To HQ	CTC Approval	DD Recorded	Copy of 16-1 sent to Accounting
Reason for Sale Below Appraised Value					

PREPARED BY

REVIEWED BY

I have personally reviewed the Appraisal Report or Excess Parcel Disposal Value Estimate for the above excess property and authorize the sale of said property:

- To be submitted to the CTC for approval.
 Under CTC delegation

DATE

District Division Chief, Right of Way

DATE

ADA Notice

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

EXCESS LAND PARCEL ACQUISITION/DISPOSAL SUMMARY

RW 16-01 (REV 04/2021)

Page 2 of

V. SALES DATA (Cont.)

BY <input type="checkbox"/> PUBLIC	<input type="checkbox"/> PRIVATE (Adjoining Owners)	Minimum Bid \$	No. of Active Bidders
<input type="checkbox"/> DIRECT	<input type="checkbox"/> Private Party <input type="checkbox"/> Government Agency	<input type="checkbox"/> Finding "A" <input type="checkbox"/> Finding "B" (Meets Criteria of CTC Resolution G-98-22)	
<input type="checkbox"/> EXCESS INCAPABLE OF INDEPENDENT DEVELOPMENT BECAUSE: _____			
<input type="checkbox"/> Waivers obtained from _____ adjoining owners.			
<input type="checkbox"/> Grantee is only adjoining owner.			

OTHER DISPOSAL

<input type="checkbox"/> INCORPORATED - R/W	<input type="checkbox"/> EXCHANGE	<input type="checkbox"/> TRANSFER OF CONTROL AND POSSESSION
<input type="checkbox"/> INCORPORATED - OPERATING PROPERTY	<input type="checkbox"/> UTILITY AGREEMENT	<input type="checkbox"/> OTHER (Explain In "Remarks")
	<input type="checkbox"/> CO-OP AGREEMENT	

FINANCING

<input type="checkbox"/> CASH	<input type="checkbox"/> NO MONETARY CONSIDERATION
-------------------------------	--

Statement for Utilities Agreements

<input type="checkbox"/> No monetary consideration. Conveyance of easement is 100% State obligation pursuant to utilities agreement.
<input type="checkbox"/> Amount received is company's share of _____ % of the appraised value of the easement pursuant to utilities agreement.
<input type="checkbox"/> Amount received represents appraised value of easement.

Summary for Exchanges Only

Acquired Parcel No: _____	FMV of Parcel Given in Exchange: \$ _____
R/W Contract Date: _____	Add "Cash to Grantor" (+): \$ _____
Project ID/Phase: _____	Subtract "Cash to State" (-): \$ _____
	Total Cost of Parcel Acquired: \$ _____
	(Include interest)

R/W: Attach R/W Contract, Memo of Settlement and Federal Participation Memorandum. Accounting: Use Exchange Worksheet to determine required entries.

REMARKS**VI-A FEDERAL PARTICIPATION STATUS (Single Parcel Disposal Unit Only - For Multiple Parcels attach VI-B)**

FEDERAL AID PROJECT NUMBER						
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Excess Land Parcel Number	Project ID/Phase	Federal Aid Expires	Federal Partic. (Y,N)	VTA - Value at time of Acquisition	Acquisition Cost of Excess (Pro-rata Cost)	Sales Price of Excess/FMV, if exchanged
				\$	\$	\$

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EXCESS LAND PARCEL ACQUISITION/DISPOSAL SUMMARY

DISPOSAL UNIT (Director's Deed)							
VI-B FEDERAL PARTICIPATION STATUS (For _____ Parcels)							
Federal Aid Project Number _____					Total Sales (7) ÷ By Total Costs (6) = _____ . _____		
(1) Excess Land Parcel Number	(2) Project ID/Phase	(3) Fed Aid Expires	(4) Fed Partic? (Y, N)	(5) VTA - Value at Time of Acquisition	(6) Acquisition Cost of Excess (Pro-rata Cost)	(7) Sales Price of Excess/ FMV if exchanged	
1.				\$	\$	\$	
2.				\$	\$	\$	
3.				\$	\$	\$	
4.				\$	\$	\$	
5.				\$	\$	\$	
6.				\$	\$	\$	
7.				\$	\$	\$	
8.				\$	\$	\$	
9.				\$	\$	\$	
10.				\$	\$	\$	
11.				\$	\$	\$	
12.				\$	\$	\$	
13.				\$	\$	\$	
14.				\$	\$	\$	
15.				\$	\$	\$	
TOTAL -THIS PAGE				\$	\$	\$	
TOTAL - ALL PAGES				\$	\$	\$	

EXCESS LAND PARCEL ACQUISITION/DISPOSAL SUMMARY

INSTRUCTIONS (REV 04/2021)

**INSTRUCTIONS FOR COMPLETING THE EXCESS LAND PARCEL
ACQUISITION/DISPOSITION SUMMARY****PURPOSE:**

To summarize the entire history of each excess parcel, inventory or non-inventory, in the Excess Land Management System (ELMS) from the time of acquisition or "post-acquisition" creation until sold or otherwise disposed. This form is used to summarize:

1. **Acquisition data for each excess parcel** in ELMS and
2. **Disposal data at the time of sale/disposal for either**
 - (a) **a single parcel disposal unit (DU)** on the same form or,
 - (b) **a multiple parcel disposal unit** using a clean RW 16-01 and attaching Part VI-B to give parcel detail for the DU.

ACQUISITION DATA ON RW 16-01**A. NEW ACQUISITION OF AN EXCESS PARCEL**

Preparation: Acquisition staff at parcel (MOS) settlement.

1. Complete the top of the form. Place an "X" in the box by "Parcel Acquisition" and created by "New Acquisition."
2. Complete Parts I, II and III only. In Part I, leave the "Post Acquisition Date" and the "Parcel Type" spaces blank. In Part III, VTA source is the "Federal Participation Memo."
3. **Forward the RW 16-01 to the Excess Land Manager** who completes Part 1 - "Parcel Type" if applicable.

B. "POST-ACQUISITION" CREATION OF EXCESS PARCELS

Preparation: Excess Land staff at the time excess parcel created.

1. Complete the top of the form. Place an "X" by "Parcel Acquisition" and by the appropriate choice in "Excess Created By" (except "New Acquisition" - see "A1" above).
2. Complete Parts I, II and III.

C. VERIFY EXCESS PARCEL DATA IN ELMS

Responsibility: Excess Land when RW 16-01 prepared or received.

DISPOSAL DATA ON RW 16-01

Preparation: Excess Land staff at the time of sale/disposal.

A. SINGLE PARCEL DISPOSAL UNIT (DU)

1. Enter an "X" by "One Parcel DU" on top of the same RW 16-01 which has Parts I, II & III already completed. If not completed, fill out Parts I, II, and III.
2. Complete Parts IV and V.
3. Complete Part VI-A.
 - (a) Enter Project ID and Federal Aid number under which property acquired for right of way, (Enter "N/A" if no Federal Aid number involved.)
 - (b) Complete Columns (3) through (7).

EXCESS LAND PARCEL ACQUISITION/DISPOSAL SUMMARY**INSTRUCTIONS FOR COMPLETING THE
EXCESS LAND PARCEL ACQUISITION/DISPOSITION SUMMARY****B. MULTI-PARCEL DISPOSAL UNIT (DU)**

1. **Prepare a new RW 16-01 form.** On top of form, enter "X" only by "DU With ___ Parcels." Leave the parcel number blank; parcel numbers are entered on Part VI-B (below).
2. **Complete Parts I, II, and III.**
3. **Parts IV and V should be left blank.**

C. ATTACH PART VI-B FOR MULTI-PARCEL DU (In lieu of Part VI-A)

1. **Enter Disposal Unit number and number of parcels;**
2. **Enter the Federal Aid Project Number** under which property acquired for right of way, (Enter "N/A" if no Federal number). For more than one Federal Aid number, use separate lines or pages to group parcels under each number "including "N/A".
3. **List each parcel number in the disposal unit** and complete columns 2 through 7. Allocate "sales price" (column 7) to each parcel by multiplying each "pro-rata cost" (column 6) by this factor: "total sales" divided by "total pro-rata cost" for the DU. Verify parcel sales detail equals DU total. Verify compatibility of federal participation information in Column (4).

D. VERIFY DISPOSAL DATA IN ELMS (at sale and at close of escrow)

The "CTC Approval" date field and the "Recorded Disp." date field on the Disposal Screen must be completed before the TC 900 to remove the parcel from inventory can be made.

APPROVAL OF THE RW 16-01

Use signature blocks in accordance with region/district delegations.

"FEDERAL PARTICIPATION STATUS" (Part VI-A or VI-B of the RW 16-01)

- A. Obtain information from Planning and Management or documents from acquisition file. After above approval, Excess Land "package" submitted for either CTC or delegated approval.
- B. **After close of escrow**, 16-1 sent to ASC which enters transaction into Advantage.

ANALYSIS OF COST WITH ADJUSTMENTS TO INVENTORY VALUE

RW 16-2 (9/1994)

Lock Data on Form

PLANNING & MANAGEMENT TO COMPLETE THE FOLLOWING:

1. STATE'S CAPITAL COSTS (from Memorandum of Settlement)

a. Right of way - Fee	_____	
b. Excess Land	_____	
c. Underlying Fee, Easements, and/or Permit Areas	_____	
d. Prepaid Bond Assessments	_____	
TOTAL LAND COST		_____
e. Improvements	_____	
f. Equipment & Personalty	_____	
TOTAL IMPROVEMENTS & PERSONALTY		_____
g. Damages (+)	_____	
h. Benefits (-)	_____	
NET DAMAGES		_____
TOTAL CONSIDERATION TO GRANTOR & SUBORDINATE INTERESTS		_____

EXCESS LANDS TO COMPLETE 2 & 3:

2. ADJUSTMENTS TO COST (-)

a. Land Disposed of or Used for R/W	_____	
b. Underlying Fee, Easements and/or Permit Areas (non-inventory item)	_____	
c. Refunds on Bond Assessments	_____	
TOTAL LAND ADJUSTMENT		_____
d. Improvements Removed or Destroyed	_____	
e. Equipment & Personalty (non-inventory item)	_____	
TOTAL IMPROVEMENTS & PERSONALTY ADJUSTMENT		_____
f. Net Damages (non-inventory item)	_____	
TOTAL ADJUSTMENTS		_____

3. COST OF EXCESS PARCEL *=VTA

a. Land	_____	
b. Improvements	_____	
TOTAL VTA		_____

* Any additional adjustments, if needed, should be made after parcel is inventoried (i.e., inclusion in assessment district by special legislation-add cost to land value; capital improvements-add to improvement value).

APPLICATION TO HOLD EXCESS LAND

RW 16-3 (Rev. 3/1996)

_____ DIRECTOR'S DEED NO.	_____ DIST	_____ CO	_____ RTE	_____ POST
_____ PARCEL NO. (S)	_____ PRESENT CATEGORY		_____ HOLD CATEGORY	
_____	_____ RELEASE DATE		_____ \$ APPRAISED VALUE	
_____	_____ SIZE		_____ \$ VTA	

SPECIFIC INFORMATION REQUIRED FOR EACH HOLD CATEGORY (SEE PAGE 2): NARRATIVE REMARKS BY THE REQUESTING DEPARTMENT JUSTIFYING THE HOLD: (USE ATTACHMENT IF MORE SPACE IS REQUIRED)

_____ REQUESTING DEPT. SUPERVISOR	_____ DESIGN EXP AUTH.	_____ R/W CERT. DATE
--------------------------------------	---------------------------	-------------------------

_____ STIP OR PSTIP NO.	_____ APPROVAL DATE	_____ ESTIMATED DATE ESTABLISH NEW R/W LINE
----------------------------	------------------------	--

_____ APPROVAL OR RECOMMENDED FOR APPROVAL	_____ PSR APPROVAL DATE
---	----------------------------

_____ DISTRICT DIVISION CHIEF, RIGHT OF WAY	_____ DATE
--	---------------

_____ DISTRICT PROPERTY RETENTION REVIEW COMMITTEE CHAIRPERSON	_____ DATE
--	---------------

APPROVED

_____ DISTRICT DIRECTOR	_____ DATE
----------------------------	---------------

APPLICATION TO HOLD EXCESS LAND (Cont.)

RW 16-3 (Rev. 3/1996)

Category 2A Engineering Hold

VTA and market value.

Design E.A. and project limits (not required if held for operational purposes only), if held for another project, need date Phase 9 E.A. will be funded.

STIP identification and date or PSR approval date (not required if held for operational purposes only).

Narrative justification of the hold signed by the engineer making the request.

Parcel map (strip map if several parcels on one project) showing parcels in sufficient detail to locate them on the ground.

Approval of Chairperson of District Property Retention Review Committee.

Category 2B Public Agency Hold

Date of original hold.

Agency held for and why.

Date funds available.

Narrative support for reason (other than funds not available).

Category 2C Administrative Legal Hold

VTA and market value (if project involving several parcels is subject of hold, use aggregate VTA and market value).

Reason for hold.

Attach supporting correspondence from department requesting hold; e.g., RAP, Legal, etc.

Attach strip map showing the general location in sufficient detail that the excess can be located on the ground.

If held for "optimum return" or exchange include: Economic justification (except for hold requests for exchange), and attach a map showing Disposal Unit (DU).

Category 2D Environmental Hold

VTA and market value.

Reason for the hold.

Lock Data on Form

Right of Way Engineering to complete the following:

A. DISTRICT _____ COUNTY _____ ROUTE _____ P.M. _____
E.A. _____
PARCEL NUMBER _____
APPRAISAL ROUTE NUMBER _____
DATE OF ACQUISITION _____
GRANTOR _____
DATE OF C.T.C. AUTHORIZATION TO DISPOSE OF RIGHT OF WAY _____

B. State's acquisition made by:
 RIGHT OF WAY CONTRACT AND GRANT DEED FINAL ORDER
 FULL TAKE PART TAKE

C. Deed Clauses:
 NONE
1. _____
2. _____
3. _____

D. Area _____ sq. ft., acres

E. Type of access to property:
1. FRONTS ON PUBLIC STREET
2. EASEMENT ACCESS TO PUBLIC STREET
3. LANDLOCKED

Property Management to complete the following:

G. UNIMPROVED PROPERTY
 PROPERTY UNRENTED RENTED RENTAL RATE _____ TENANT ACCOUNT # _____

H. IMPROVED PROPERTY
1. Type of improvements:
 SINGLE-FAMILY RESIDENCE MOBILE HOME ADVERTISING SIGN
 DUPLEX TRIPLEX FOURPLEX
 APARTMENT HOUSE OR OTHER MULTIPLE CONTAINING _____ UNITS
 OFFICE BUILDING INDUSTRIAL COMMERCIAL S&H CODE Sec. 118.1 FRANCHISE
 UNRENTED RENTED TENANT ACCOUNT # _____
a. RENTAL RATE PER MONTH \$ _____ DATE OF OCCUPANCY _____
b. GRANTOR TENANT
b. INHERITED TENANT
b. RERENT
b. MASTER TENANCY AGREEMENT

RESCINDED ROUTE PARCEL INVENTORY (Cont.)

RW 16-7 (9/1994)

2. If residential, state the names of each head of household, addresses, and number in household. If non-residential, state name and address of occupant.

Planning a Management to complete the following:

I. State's capital costs: (Excluding RAP & Property Management)

- 1. Land _____
- 2. Improvements _____
- 3. Damages _____
- 4. Benefits _____
- 5. Total consideration to grantor and subordinate interests, if any (include value of land exchanges) _____

J. Federal Involvement:

- NONE FAAF INTERSTATE
- Project No. _____ Other (specify)
- Amount \$ _____

K. Section 118.5

- Property will be subject to taxes under Section 118.5
- Property is not subject to taxes under Section 118.5
 - 1. Parcel was not acquired by F.O.C.
 - 2. A portion of this parcel has been used for one of the purposes specified under Section 104 of the Streets and Highways Code.
 - 3. This parcel will not be offered at public sale.

**AFFORDABLE SALES PRICE CALCULATIONS - ALTERNATIVE A
(LOWER INCOME HOUSEHOLDS)**

Lock Form

RW 16-11 (9/1994)

DD- _____ -01-01

Monthly Gross Income:

A. Buyer's Income.....	\$ _____	
B. Co-Buyer's Income (If usable).....	\$ _____	
C. Other Usable Income.....	\$ _____	
I. TOTAL MONTHLY GROSS INCOME.....	\$ _____	
II. TOTAL ANNUAL INCOME (1X12).....	\$ _____	
III. Less ALLOWANCES.....(Total of A. B. and C. below).....	\$ _____	
A. _____ Minors ⁽²⁾ X \$300.....	\$ _____	
B. Medical Expenses in Excess of \$ _____ (3% X II).....	\$ _____	
C. Unusual Expenses ⁽³⁾ \$ _____	\$ _____	
IV. ANNUAL INCOME AFTER ALLOWANCES (II-III).....	\$ _____	
V. MONTHLY INCOME AFTER ALLOWANCES (IV÷12).....	\$ _____	
VI. MONTHLY GROSS FAMILY CONTRIBUTION TO HOUSING EXPENSES. ⁽⁴⁾	\$ _____	(_____ % of V)
(Principal, Interest, Property Taxes, Homeowners Insurance, Mortgage Insurance, Maintenance & Utilities)		
VII. Less ALLOWANCE for MAINTENANCE and UTILITIES. ⁽⁵⁾	\$ _____	
VIII. AVAILABLE FOR OTHER HOUSING EXPENSES (VI-VII).....	\$ _____	
(See Page 2 for detailed calculations)		
A. Affordable Sales Price.....	\$ _____	
B. Less Affordable Mortgage.....	\$ _____	
C. Down Payment. ⁽⁶⁾	\$ _____	
IX. MINIMUM MONTHLY GROSS FAMILY CONTRIBUTION TO HOUSING EXPENSES.....	\$ _____	(15% of I)
X. MINIMUM AFFORDABLE SALES PRICE (CALTRANS ACQUISITION PRICE).....	\$ _____	

**AFFORDABLE SALES PRICE CALCULATIONS - ALTERNATIVE A
(LOWER INCOME HOUSEHOLDS) (Cont.)**

RW 16-11 (9/1994)

DD- _____ -01-01

SPECIAL COMMENTS:

I certify that the Buyer's certified statement as to income employment and liabilities has been verified in accordance with current California Housing Finance Agency procedures. I also certify that the Affordable Sales Price (VIII A above) has been calculated in accordance with the provisions of Government Code Section 54236(b).

DEPARTMENT OF TRANSPORTATION

VIII. Affordable Sales Price Calculation - Alternative A

Monthly Mortgage Insurance (0.5% X Mortgage Amount ÷ 12), Plus
Monthly Homeowner's Insurance (0.3% X Mortgage Amount ÷ 12), Plus
Monthly Property Taxes (1.25% X Sales Price ÷ 12), Plus
Monthly Principal and Interest = Other Housing Expenses or \$ _____ (from VIII)

NOTE: Mortgage = 0.95 sales price + \$500
Sales Price = \$ _____ (from VIII) = \$ _____

Mortgage = 0.95 Sales Price + \$500 = 0.95 (\$ _____) + \$500 = \$ _____

TABLE OF FACTORS:

Current FHA Interest Rate	Factor 1	Factor 2
11%.....	\$5.09	0.0107185
11½%.....	\$5.28	0.0110795
12%.....	\$5.48	0.01145
12½%.....	\$5.67	0.011811
13%.....	\$5.86	0.0121815
13½%.....	\$6.06	0.0125615
14%.....	\$6.26	0.012932
14½%.....	\$6.46	0.013312
15%.....	\$6.65	0.0136825
15½%.....	\$6.86	0.014072
16%.....	\$7.06	0.014452
16½%.....	\$7.26	0.014832
17%.....	\$7.46	0.0152215
17½%.....	\$7.66	0.0156015
18%.....	\$7.87	0.015991

AFFORDABLE SALES PRICE CALCULATION - ALTERNATIVE A

FOOTNOTES:

- The present occupants (the buyers) have certified their income to Caltrans and to the lender in accordance with the current HUD Rules and Regulations. Copies of the Income Certification have been obtained for Caltrans files. Income certifications have been verified by the lender in accordance with the current HUD Rules and Regulations. MONTHLY GROSS INCOME utilized by the lender in calculating the affordable sales price is, in some instances, an adjusted income figure. Adjustments are discussed in the *Special Comments* section for each property and are based upon the lender's experience in processing loans through HUD for approval.
- Minor is defined as a member of the family household (excluding foster children) other than the Family head or spouse, who is under 18 years of age or is a full-time student.

**AFFORDABLE SALES PRICE CALCULATIONS - ALTERNATIVE A
(LOWER INCOME HOUSEHOLDS) (Cont.)**

RW 16-11 (9/1994)

DD- _____ -01-01

AFFORDABLE SALES PRICE CALCULATION - ALTERNATIVE A

3. Unusual Expenses are amounts paid by the Family for the care of Minors under 13 years of age or for the care of disabled or handicapped Family household members, but only where such care is necessary to enable a Family member to be gainfully employed, and the amount allowable as Unusual Expenses shall not exceed the amount of income from such employment.
4. Monthly Gross Family Contributions to Housing Expenses:
 - (a) Families for whom contribution is based on 15 percent ratio. The monthly Gross Family Contribution shall be 15 percent of the Family's Monthly Income if the Family is:
 - (1) A Large Very Low-Income Family (a family having 6 or more Minors and whose family income does not exceed 50% of Area Median Income); or
 - (2) A Very Large Lower-Income Family (a family having 8 or more Minors and whose family income does not exceed the Lower Income limit); or
 - (3) A Family which has combined total Medical Expenses and Unusual Expenses in excess of 25% of its TOTAL ANNUAL INCOME.
 - (b) Other eligible families . In the case of other Eligible Families, the monthly Gross Family Contribution shall be 25 percent of the Family's Monthly Income After Allowances but in no event less than 15 percent of the Family's Monthly Gross Income.
5. For purposes of calculating an *estimated* affordable sales price, the local HUD Mortgage Credit Office schedules for maintenance and utilities were utilized. The *final* affordable sales price allowance for maintenance and utilities will be based on amounts contained in the FHA appraisal.
6. DOWN PAYMENT also calculated pursuant to current HUD Rules and Regulations. 3% of first \$25,000 of Sales Price *Plus* 5% of Sales Price in excess of \$25,000.

AFFORDABLE SALES PRICE CALCULATIONS-ALTERNATIVE B

RW 16-12 (9/1994)

DD- _____ -01-01

Monthly Gross Income: ⁽¹⁾

A. Buyer's Income.....	\$ _____	
B. Co-Buyer's Income (If usable).....	\$ _____	
C. Other Usable Income.....	\$ _____	
I. TOTAL MONTHLY GROSS INCOME.....	\$ _____	
II. Less FEDERAL INCOME TAXES WITHHELD ⁽²⁾	\$ _____	
III. Total Monthly NET EFFECTIVE INCOME (I-II).....	\$ _____	
IV. MAXIMUM AFFORDABLE MONTHLY HOUSING EXPENSE ⁽³⁾	\$ _____	(_____ % of III)
(Principal, Interest, Property Taxes, Homeowners Insurance, Mortgage Insurance, Maintenance & Utilities) Less ALLOWANCE for MAINTENANCE and UTILITIES ⁽⁴⁾	\$ _____	
V. AVAILABLE FOR OTHER HOUSING EXPENSES.....	\$ _____	
(See page 2 for detailed calculations)		
A. AFFORDABLE SALES PRICE.....	\$ _____	
B. Less AFFORDABLE MORTGAGE.....	\$ _____	
C. DOWN PAYMENT ⁽⁵⁾	\$ _____	
VI. OTHER RECURRING MONTHLY CHARGES..... (Total of A, B, and C below).....	\$ _____	
A. State Income Taxes ⁽⁶⁾ Withheld.....	\$ _____	
B. Social Security Taxes ⁽⁷⁾ Withheld.....	\$ _____	
C. Other debts (12 months to run) ⁽⁸⁾	\$ _____	
VII. TOTAL FIXED MONTHLY PAYMENTS ⁽⁹⁾ (IV & VI).....	\$ _____	(_____ % of III)

SPECIAL COMMENTS:

I certify that the Buyer's certified statement as to income, employment and liabilities has been verified by the Lender in accordance with current HUD procedures. I also certify that the affordable sales price (V A. above) has been calculated in accordance with the provisions of Government Code Section 54236(b).

AFFORDABLE SALES PRICE CALCULATIONS-ALTERNATIVE B (Cont.)

RW 16-12 (9/1994)

DD- _____ -01-01

Monthly Mortgage Insurance⁽¹⁰⁾, plus
 Monthly Homeowner's Fire Insurance⁽¹¹⁾, plus
 Monthly Property Taxes⁽¹²⁾, plus
 Monthly Principal and Interest = Other Housing Expenses or \$ _____ (from V)

NOTE: Mortgage = 0.95 sales price + \$500

Sales Price = \$ _____ = \$ _____
 (from V)

Mortgage = 0.95 Sales Price + \$500 = 0.95 (\$ _____) + \$500 = \$ _____

TABLE OF FACTORS:

Current FHA Interest Rate	Factor	Factor
	1	
11%.....	\$5.09	0.0107185
11½%.....	\$5.28	0.0110795
12%.....	\$5.48	0.01145
12½%.....	\$5.67	0.011811
13%.....	\$5.86	0.0121815
13½%.....	\$6.06	0.0125615
14%.....	\$6.26	0.012932
14½%.....	\$6.46	0.013312
15%.....	\$6.65	0.0136825
15½%.....	\$6.86	0.014072
16%.....	\$7.06	0.014452
16½%.....	\$7.26	0.014832
17%.....	\$7.46	0.0152215
17½%.....	\$7.66	0.0156015
18%.....	\$7.87	0.015991

FOOTNOTES:

- The present occupants (the buyers) have certified their income to the lender in accordance with the current HUD Rules and Regulations. Copies of Income Certification have been obtained for Caltrans files. Income certifications have been verified by the lender in accordance with the current HUD Rules and Regulations.
 MONTHLY GROSS INCOME utilized by the lender in calculating the affordable sales price is, in some instances, an adjusted income figure. Adjustments are discussed in the *Special Comments* section for each property and are based upon the lender's experience in processing loans through HUD for approval.
- FEDERAL INCOME TAXES WITHHELD based on marital status and number of exemptions.

AFFORDABLE SALES PRICE CALCULATIONS-ALTERNATIVE B (Cont.)

RW 16-12 (9/1994)

DD- _____ -01-01

3. HUD Section 235 regulations provide that purchasers' monthly housing expenses generally should not exceed 35% of their MONTHLY NET EFFECTIVE INCOME (TOTAL MONTHLY GROSS INCOME less FEDERAL INCOME TAXES WITHHELD). If the purchasers' income is not totally stable and/or their OTHER RECURRING MONTHLY CHARGES are more than 15% of their NET EFFECTIVE INCOME, the maximum percentage allowable to housing expenses may be reduced below 35%, to a percentage believed by the lender to be acceptable to HUD.
4. For purposes of calculating an *estimated* affordable sales price prior to submission to the California Transportation Commission, the Local HUD Mortgage Credit Office schedules for maintenance and utilities were utilized. The *final* affordable sales price allowance for maintenance and utilities will be based on amounts contained in the FHA appraisal.
5. DOWN PAYMENT also calculated pursuant to current HUD Rules and Regulations. 3% of first \$25,000 of Sales Price *Plus* 5% of Sales Price in excess of \$25,000.
6. STATE INCOME TAXES WITHHELD based on marital status and number of exemptions.
7. SOCIAL SECURITY TAXES based on 6.70% of *wages* earned in 1982 not to exceed \$181 per month for any wage earner. Income other than wages is not subject to Social Security taxes.
8. Other debts verified by lender to run twelve months or more such as compulsory retirement contributions, installment account payments and other loan account payments.
9. HUD Section 235 regulations provide that purchasers' TOTAL FIXED MONTHLY PAYMENTS (MONTHLY HOUSING EXPENSES and OTHER RECURRING MONTHLY CHARGES) generally should not exceed 50% of their NET EFFECTIVE INCOME unless they are accustomed to paying more for such payments.
10. Yearly Mortgage Insurance Factor: 0.5% X Mortgage Amount.
11. Yearly Homeowner's Fire Insurance: 0.3% X Mortgage Amount.
12. Yearly Property taxes under Proposition 13: 1.25% X Sales Price.

Space above this line for Recorder's Use

DISTRICT	COUNTY	ROUTE	LOCATION	NUMBER

ASSUMPTION AGREEMENT

Lock Data on Form

THE UNDERSIGNED, _____ has acquired or is about to acquire that certain real property described in a DEED OF TRUST dated _____, executed by _____ as Trustor, and recorded _____ of Official Records of _____ County, California, which DEED OF TRUST was given to secure a NOTE AND AGREEMENT also dated _____, and payable to STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, bearing interest at the rate of _____ () percent per annum with principal and interest payable as provided in said NOTE AND AGREEMENT; and the undersigned has agreed as part of the consideration for the conveyance to the undersigned of such real property to assume and pay the indebtedness evidenced by said NOTE AND AGREEMENT NOW, THEREFORE, in consideration of the premises and also to induce STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION not to exercise, in connection with said conveyance, the option contained in Paragraph 10 on Page 3 of said DEED OF TRUST to accelerate maturity, the undersigned does hereby assume and agree to pay the indebtedness evidenced by said NOTE AND AGREEMENT and to pay and perform all the obligations, covenants and conditions mentioned in and secured by said DEED OF TRUST at the times and in the manner provided for in said NOTE AND AGREEMENT and said DEED OF TRUST. The undersigned is thoroughly familiar with all the terms and particulars of said NOTE AND AGREEMENT and DEED OF TRUST. The right to plead any and all statutes of limitations as a defense to said NOTE AND AGREEMENT or to any agreement to pay same or to any demand secured by said DEED OF TRUST or other security, securing said NOTE AND AGREEMENT is hereby expressly waived. Diligence, presentment, protest and demand, and notice of protest, dishonor and nonpayment of said NOTE AND AGREEMENT and any demands secured by said DEED OF TRUST are hereby waived. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION hereby releases _____ from any and all liability or obligation under the aforesaid NOTE AND AGREEMENT and DEED OF TRUST.

ASSUMPTION AGREEMENT (Cont.)

RW 16-18 (9/1994)

THE UNDERSIGNED, STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, being the owner and holder of the NOTE AND AGREEMENT and DEED OF TRUST described in the ASSUMPTION AGREEMENT in consideration of the assumption by _____ and _____ agreement to pay the indebtedness evidenced by said NOTE AND AGREEMENT and to pay and perform all of the obligations, covenants and conditions mentioned in and secured by said DEED OF TRUST at the times and in the manner provided for in said NOTE AND AGREEMENT and DEED OF TRUST and in consideration of the execution and delivery of this ASSUMPTION AGREEMENT to the undersigned, agrees that the undersigned will not, in this instance, exercise the option in paragraph 10 on page 3 of said DEED OF TRUST to accelerate the indebtedness secured by said DEED OF TRUST. The nonexercise of such option in this instance shall not be deemed to be a consent to any other or future sale, conveyance or transfer which would come within the provisions of said NOTE AND AGREEMENT and said DEED OF TRUST nor shall be deemed a waiver of such right or of any right, privilege, or option reserved therein to the holder of said DEED OF TRUST. The undersigned hereby reserves all rights which it may now or hereafter acquire against any other parties who are or hereafter may become liable for payment of said NOTE AND AGREEMENT and/or payment or performance of the obligations, covenants, and conditions mentioned in or secured by said DEED OF TRUST.

DATE: _____, 20 ____ .

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY: _____

(Notary acknowledgments must be attached
per Civil Code Section 1180 et seq.)

ANNUAL CERTIFICATION OF OWNERSHIP CONDITIONS

RW 16-23 (9/1994)

Lock Data on Form

A. Has owner leased or subleased the property, or any part thereof, or allowed parties other than Owner to live in the property, without the prior express written consent of Caltrans? (If "yes", specify.)

B. Except for purposes of repairing or maintaining the property, has Owner encumbered the property or any interest therein, in whole or in part, without the prior express written consent of Caltrans? (If "yes", specify.)

C. Has Owner added any substantial improvements to the property without the prior express written consent of Caltrans? (If "yes", specify.)

D. Has Owner sold, transferred, or assigned the property, or any interest therein, in whole or in part, or agreed to do so, except for transfers to the Owner's spouse or children occasioned by death or divorce of the Owner, without first complying with the _____ procedures set out in _____

E. Has Owner maintained insurance on the property at a level of at least 80 percent of replacement cost and does such insurance _____ policy name Caltrans as an additional insured?

F. Did Owner make any emergency or other repairs to the property during the past year? (If "yes", specify.)

Space above this line for Recorder's Use

DISTRICT	COUNTY	ROUTE	LOCATION	NUMBER

NOTICE OF ABANDONMENT OF RIGHT TO PURCHASE

This Notice is executed the date set forth below by the State of California, Department of Transportation (Caltrans) pursuant to the terms of that certain Right to Purchase Agreement dated _____, _____ and recorded _____, _____ as Instrument No. _____ in Book _____, Page(s) _____ of the Official Records of _____ County, California.

The property commonly known as _____ is hereby released from the terms, covenants, conditions and encumbrances of the abov-mentioned Agreement and no further action on the part of Caltrans is required to effectuate such release.

Executed this _____ day of _____, _____.

Department of Transportation

By _____

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
EXCESS LAND INVENTORY MEMORANDUM
 RW 16-28 (REV 01/2022)

FEDERAL PROJECT NUMBER

TO: Accounting Service Center, Right of Way Program Accounting	FEDERAL PARTICIPATION ON THE EXCESS PARCEL <input type="checkbox"/> YES <input type="checkbox"/> NO		
ATTENTION:	DIST	CO	RTE
FROM: RIGHT OF WAY EXCESS LAND	PARCEL	EA (for Expenditure Adjustment)	

Please record the following excess land entries shown in Part I:

Part I: Excess Land VTA	CODE		EXISTING VTA	NEW VTA	EXPENDITURE	EXPENDITURE
TRANSACTION/ADJUSTMENTS (CHECK APPROPRIATE ITEM)	ELM	TC	ON INVENTORY	ON INVENTORY	ADJ. NEEDED? Y=USE PART II	ATTACH DOCUMENT SHOWING ORIGINAL ACQUISITION
CREATE: <input type="checkbox"/> BY NEW ACQUISITION	1	899			No	RW 8-16, RW 16-1
<input type="checkbox"/> BY DESIGN CHANGE	1	899			Yes	RW 8-16, RW 16-1
<input type="checkbox"/> DECERTIFICATION OF R/W or	1	899			Yes	RW 8-16, RW 16-1
<input type="checkbox"/> OPERATION PROPERTY (1)						
<input type="checkbox"/> BY ROUTE RESCISSION	7	899			Yes	RW 8-16, RW 16-1
<input type="checkbox"/> BY PARCEL SPLIT	6	899			No	None
<small>Use only for newly created parcel. Original VTA adjusted with ELM code 4.</small>						
ADJUST: VTA FOR EXISTING PARCELS	4	899			See instructions on reverse	Revised RW 16-1 RW 8-16
<input type="checkbox"/> INCREASE						
<input type="checkbox"/> DECREASE		900				
RETURN TO INVENTORY:	2	899			No	Transmittal
<input type="checkbox"/> OPTION CANCELED						
<input type="checkbox"/> FORECLOSED PARCEL	8	899			No	RW 16-1
INCORP: <input type="checkbox"/> INTO RIGHT OF WAY OR	3	900			Yes	RW 16-1
<input type="checkbox"/> OPERATIONAL PROPERTY (1)						
DELETE: <input type="checkbox"/> PARCEL DATA IN ERROR*	5	900			No	None

(1) cc: Accounting (Fixed Assets), HQ Asset Management
 Operational EA to be adjusted:

Part II: TRAMS Expenditures Adjustments							Use funding fiscal year transaction occurred or, if lapsed, earliest year appropriation available.			
DESCRIPTION	AREA		RIGHT OF WAY				OBJ CODE	ACCOUNTING AMOUNT		OBJ CODE
	<input type="checkbox"/> sq. ft	<input type="checkbox"/> sq. m	AMOUNT OF FEDERAL PARTICIPATION (\$)					TC 243	TC 243r	
	<input type="checkbox"/> acre	<input type="checkbox"/> ha	EXISTING		REVISED					
	EXISTING	REVISED	6-ELIG	7-INELIG	6-ELIG	7-INELIG	(+)	(-)		
LAND:										
R/W							050			
EXCESS (2)							080			
IMPROVEMENTS:										
R/W							050			
EXCESS (2)							080			
TOTALS (3)										

(2) VTA Amounts (3) Existing = Revised If not, explain below.

ENTERED BY

*EXPLANATION

SIGNATURE (EXCESS LAND AGENT)	PRINT NAME	PHONE NUMBER	DATE
EA VERIFIED (If expenditure adjustment needed) SIGNATURE (R/W P&M)	PRINT NAME	PHONE NUMBER	DATE

INSTRUCTIONS FOR COMPLETION OF THE EXCESS LAND INVENTORY MEMORANDUM

PURPOSE:

To record VTA* transactions due to actions taken by RW Excess Land staff to **create, adjust, return, incorporate, or delete** excess parcels and to record the related expenditure adjustment.

Do not use this form for sales, exchanges, or transfers to a State Agency. Enter only one transaction per form.

PART I

Prepared by District Right of Way Staff. If no applicable "federal project number" show "N/A." Be sure to show "yes" or "no" for excess parcel federal participation.

When an expenditure adjustment is needed, always provide a copy of the RW 8-16, RW 16-1, and other documents that support the original acquisition transaction.

"Adjust VTA For Existing Parcels" (ELM 4) has these cases:	Complete Part II (Expend. Adjust)?
- Parcel Split (Original Parcel)	NO
- Removal of Improvement	NO
- Correct error in VTA	NO
- Design Change	YES
- For other situations, please explain (As Required)	

PART II

Right of Way Portion also prepared by RW if a **"Yes"** appears in the "Expenditure Adjustment Needed?" Column of Part I.

Enter "existing" and "revised" areas and amounts. The "amounts" entered for "Excess" should be the "VTA."*
Totals for "existing" and "revised" data should equal; if not, please explain.

Enter the Federal Participation amounts under the correct column: "6-eligible" or "7-ineligible."
If adjustment is needed between project EAs, be sure to identify the EAs.

For Part II entries, contact **District Planning & Management (P&M)** to verify that the EA number is valid in TRAMS. If required, P&M to establish a new number. P&M to sign and date the form where indicated to certify validity of EA.

R/W sends completed form to ASC** (retaining a copy until ASC returns original with completed accounting entries). R/W also records the transaction on the weekly report.

R/W Accounting completes entries in shaded area. If Part II Entries, be sure R/W completed "EA Verified" block.

* VTA (Value at Time of Acquisition) is basis by which ASC reports the Excess Land Inventory to FHWA and the Legislature.
Source: "Excess Property Inventory Valuation", RW 7-13.

** For decertifications of (or incorporations into) **operational property**, include property name and address in "Explanation."
Send copies to Fixed Assets (ASC) and Headquarters Asset Management.

Note: "Operational Property" part of "Land & Building Account."

EXCESS LAND FISCAL TRANSMITTAL

RW 16-29 (REV 11/2021)

TO ACCOUNTING SERVICE CENTER		DIST	CO
ATTENTION <input type="checkbox"/> Cashiering (Money Transmittal) <input type="checkbox"/> R/W Receivables		RTE	POST
FROM RIGHT OF WAY EXCESS LANDS		DIRECTOR'S DEED NO.	
SUBJECT SALE OF EXCESS LAND		NO. OF PARCELS	

SALE PRICE \$	<input type="checkbox"/> CASH SALE	<input type="checkbox"/> INFORMAL TIME PAYMENT	<input type="checkbox"/> CREDIT SALE
<input type="checkbox"/> LOCAL AGENCY	NAME		EA

PURCHASER NAME	ADDRESS
FED ID NO. (CREDIT SALES ONLY)	

CASHIERING: For deposit into Account 84 - Special Deposit Account

DEPOSIT	ACCOUNTING DATE STAMP
AMOUNT \$	
CHECK OR MONEY ORDER #	
RECEIVED FOR <input type="checkbox"/> BID/OPTION DEPOSIT <input type="checkbox"/> ADDITIONAL OPTION DEPOSIT <input type="checkbox"/> BALANCE OF DOWN PAYMENT (Credit Sale-Attach RW 16-1) <input type="checkbox"/> BALANCE OF PURCHASE PRICE (Cash Sale-Attach RW 16-1) <input type="checkbox"/> 1% EXTENSION PENALTY FEE - PERIOD EXPIRES: _____ <input type="checkbox"/> FORECLOSURE FEES (EA _____) <input type="checkbox"/> DECERTIFICATION DEPOSIT (EA 926 _____) <input type="checkbox"/> ACQUISITION PARCEL NO. _____ <input type="checkbox"/> OTHER * _____	REMIT NO.

ACCOUNTS RECEIVABLE: For related transactions

AMOUNT \$	<input type="checkbox"/> FORFEITURE OF DEPOSIT	<input type="checkbox"/> REFUND OF DEPOSITS*	
	<input type="checkbox"/> REFUND OF DECERTIFICATION (EA 926 _____)	<input type="checkbox"/> OTHER * _____	
ACCOUNTING TO COMPLETE:	DATE	CHECK NUMBER	OR SCHEDULE NUMBER
*REMARKS			

CASHIERING RETURN TO R/W EXCESS LAND	SIGNATURE	DATE
ATTENTION (Print Name)	PRINT NAME	PHONE NUMBER