

CITY OF JACKSONVILLE
REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is made this _____ day of _____, 2023, by and between **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, with an address of 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202 , Attn: Corporation Secretary (the “City”) and **FRANKLIN DODD, JR, as Trustee under Land Trust #055660 dated January 17, 2013** whose address is 1533 Dunns Lake Dr. E, Jacksonville, Florida, 32218 (the “Seller”). (City and the Seller are sometimes hereinafter individually referred to as a “Party” or collectively as the “Parties”).

RECITALS:

Seller is the owner of a certain parcel of real property located in Duval County, Florida, being more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, the “Property”). The City desires the Property as right of way for future construction and maintenance of an authorized roadway and/or related facilities, and the City is required by law to furnish same for such purpose. In lieu of condemnation, Seller desires to sell the Property to the City and the City desires to purchase the Property from Seller upon the terms and conditions hereinbelow set forth.

For and in consideration of the mutual covenants, agreements and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the City and Seller hereby covenant and agree as follows:

1. **Agreement to Buy and Sell.** In lieu of condemnation, Seller agrees to sell to the City and the City agrees to purchase from Seller the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.
2. **Improvements Owned by Others.** The items specified on **Exhibit “B”** attached hereto and incorporated herein by reference herein, are **NOT** included in this Agreement and are not a part of the Property (a separate offer may be made for these items): N/A
3. **Purchase Price and Total Consideration Paid.** The total compensation to be paid by the City at Closing and only in the event of closing shall be **ONE HUNDRED EIGHTY THOUSAND AND NO/100 (\$180,000.00)** and is inclusive of the following:

A.	Land, Improvements, Costs	\$180,000.00
	Total Amount Paid by City	<u>\$180,000.00</u>

At Closing, the City shall also pay: (i) the costs of recording the Deed delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by Authority; and (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner’s title commitment. At Closing the Seller shall pay: (i) all costs to prepare and record any documents necessary to cure any title defect; (ii) all outstanding and pro-rated taxes on the Property; and (iii) all costs to satisfy any outstanding liens or encumbrances on the Property. The Deed shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax. Except as provided above, each Party shall pay its own attorney’s or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Duval County, Florida.

4. **Conditions and Limitations.**

A. This Agreement may be subject to the final approval of the Jacksonville City Council ("City Council"). Closing shall occur within sixty (60) days after final City Council approval, if such approval is required, on a date specified by the City upon not less than ten (10) days' written notice to Seller, but no later than December 31, 2023, unless extended by mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of the City's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.

B. Seller is responsible for all taxes due on the property up to, but not including the day of closing in accordance with Section 196.295, Florida Statutes. At Closing, Seller will pay to the City or the closing agent, by credit to the Purchase Price or otherwise, Seller's pro rata shares of all taxes, assessments and charges as determined by the Duval County Property Appraiser, the Duval County Tax Collector and/or other applicable governmental authority.

C. Seller is responsible for delivering marketable title to City. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to City ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of the Property to the City at Closing free of any tenancies, occupants or personal property.

D. At the Closing, Seller shall execute and deliver to the City a Statutory Warranty Deed (the "Deed") in substantially the form and content attached hereto as **Exhibit "C"** and incorporated herein by reference, conveying marketable record title to the Property to the City, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at the City's election, be satisfied and paid with the proceeds of the Purchase Price.

E. If ownership of the Property is held in a partnership, limited partnership, corporation, trust or any form of representative capacity specified in **Section 286.23, Florida Statutes**, Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit "D"** and incorporated herein by reference. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in **Section 627.7842(b), Florida Statutes**, and such other documents as needed to convey marketable record title as provided.

F. Seller shall complete a W-9 in the form attached as **Exhibit "E"** and shall register with the City's software system to allow the City to provide payment to the Seller.

G. Seller and City agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the Parties.

H. Commencing on the date of Closing and terminating sixty (60) days after the Closing (if not earlier terminated by Seller), Seller shall have a limited license to enter the Property solely for the purpose of removing Seller's fixtures and personal possessions (the "License"). Anything remaining on the Property after sixty (60) days of Closing will be considered property of the City, and the City may dispose of it as it sees fit. The proceeds due to Seller from the Closing will be held in escrow by the closing agent and will be disbursed to Seller and Seller's attorney with directions to be supplied to closing agent upon written notice to the City by Seller that he is terminating the License or upon the automatic termination

of the License at the expiration of sixty (60) days after Closing, whichever is sooner. Seller shall provide notice to the City pursuant to the provision in Paragraph 6.

I. Seller agrees to indemnify and hold harmless the City, its officers, employees, agents, or instrumentalities (the indemnified parties), from any and all claims, liabilities, demands, suits, causes of action or proceedings or any kind or nature, losses or damages including attorney's fees and costs of defense, which the indemnified parties may incur arising out of the negligence, error, omission, intentional acts, or other causes arising out of or resulting from the Seller's use of the License to enter the Property including but not limited to any injury incurred by or caused by the Seller to himself or others. The obligation to indemnify and hold harmless specifically includes claims, liabilities, demands, suits, causes of actions or proceedings arising from the negligent acts or omissions of Seller. Seller shall pay claims and losses in connection with all of the foregoing and shall investigate and defend all claims, suits, or actions of any kind or nature, including appellate proceedings in the name of the City, and shall pay all costs and judgments and attorney's fees which may issue thereon.

5. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.

6. **General Provisions.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and the City. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and the City do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Duval County, Florida. **TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

7. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

8. **Waiver of Jury Trial.** SELLER AND THE CITY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities.** Seller acknowledges and agrees that this Agreement is not contingent upon City's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

10. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either the City or Seller execute this Agreement.

11. **Release of City.** By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge the City, of and from all, and all manner of causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the City, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of the Property to the City, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages or any other damages, inverse condemnation, or attorneys' fees. Nothing herein shall be deemed to release City from its obligations or liabilities under this Agreement. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.

12. **Full Compensation.** Seller and City agree that all claims for compensation and damages related in any way to City's acquisition of the Property are identified and included in paragraph 3 of the Agreement, including, without limitation, all attorney's fees, costs, business damages, and non-monetary benefits (including attorney's fees associated with any claimed nonmonetary benefits), or any other fees, costs, or damages available to Seller under Chapter 73 & 74, Florida Statutes, 5th Amendment, U.S. Constitution or any other applicable laws.

13. **Settlement.** Seller and City agree and acknowledge that this Agreement, and the terms contained herein, are the product of a settlement between the Parties.

(Signatures on the following page)

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

“SELLER”

**FRANKLIN DODD, JR. as Trustee under
Land Trust #055660 dated January 17, 2013**

By: _____

Date: _____

“CITY”

CITY OF JACKSONVILLE

**CITY, a body politic and political subdivision of
the State of Florida**

By: _____

Title: _____

Date: _____

Attest:

Jim R. McCain, Jr., Corporation Secretary

APPROVED AS TO FORM:

By: _____

Assistant General Counsel

Exhibit "A"
Legal Description

THE NORTH 1/2 OF LOT 4, BLOCK 5, ALL OF LOTS 6 AND 8, BLOCK 5, ALSO THAT PORTION OF LOT 10, BLOCK 5, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF McCOYS CREEK BOULEVARD, REPLAT OF ARMINDA SMITH'S SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 2 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

BEING THE SAME LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 16742, PAGE 989.

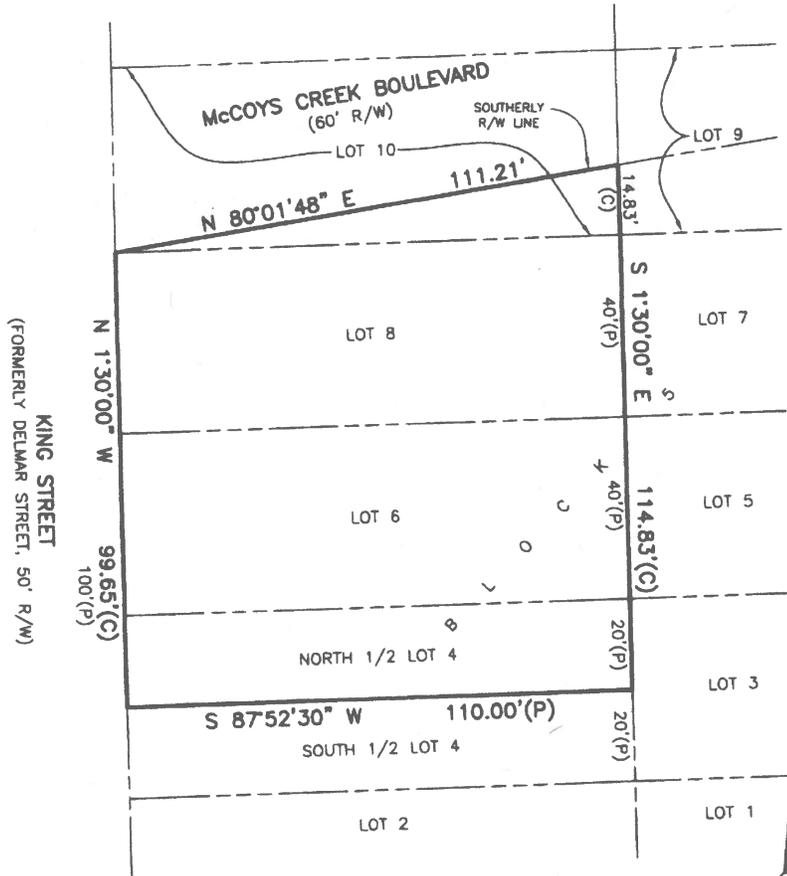
THE ABOVE DESCRIBED LANDS CONTAINS 11,796 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

MAP SHOWING SKETCH AND DESCRIPTION OF

THE NORTH 1/2 OF LOT 4, BLOCK 5, ALL OF LOTS 6 AND 8, BLOCK 5, ALSO THAT PORTION OF LOT 10, BLOCK 5, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF McCOYS CREEK BOULEVARD, REPLAT OF ARMINDA SMITH'S SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 2 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

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GENERAL NOTES:

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY AND NO FIELD WORK WAS PERFORMED.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE EASTERLY LINE OF KING STREET AS NORTH 01°30'00" WEST.
3. THIS SKETCH WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAYBE EASEMENTS OF COVENANTS, AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORDS THAT MAY OR MAY NOT AFFECT THIS PARCEL.
4. THE LOT SHOWN HEREON IS IN FLOOD ZONE "AE", BASE FLOOD (11.7) AS SHOWN ON FLOOD INSURANCE RATE MAP 12031C03545H FOR DUVAL COUNTY, FLORIDA, DATED 06/03/13.
5. (C) DENOTES CITY OF JACKSONVILLE TOPOGRAPHIC MAPS. (P) DENOTES PLAT. R/W DENOTES RIGHT OF WAY.



CERTIFICATION
THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS OR EXCEEDS STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA SET FORTH BY CHAPTER NO. 5J-17 (088-090) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

CITY OF JACKSONVILLE 214 N. HOGAN STREET, 16th FLOOR JACKSONVILLE, FLORIDA, 32202	ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS (904)255-8760	LEGEND □ CONCRETE MONUMENT X-X FENCE ○ NAIL ○ IRON PIPE X CROSS CUT
<i>Danny S. Wheeler</i> DANNY S. WHEELER, P.L.S. FLORIDA REGISTRATION NUMBER 6902 10th FLOOR, 214 N. HOGAN STREET JACKSONVILLE, FLORIDA 32202 (904)-255-8760		SHEET NO. 1 OF 1
DATE: <u>6-20-23</u> SCALE: <u>1"=30'</u> ROAD NO.: _____ ER NO.: _____		

Exhibit "B"
N/A

Exhibit "C"
Statutory Warranty Deed

Prepared By and Return To:
Harry M. Wilson, IV
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202

SPECIAL WARRANTY DEED

THIS DEED is made this _____ day of _____, 2023, by and between **FRANKLIN DODD, JR.**, as Trustee under Land Trust #055660 dated January 17, 2013, whose address is 1533 Dunns Lake Drive East, Jacksonville, Florida 32218 ("Grantor"), and **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the state of Florida ("Grantee"), whose business address is 117 West Duval Street, Jacksonville, Florida 32202.

(When used herein, the terms "Grantor" and "Grantee" shall be construed to include masculine, feminine, singular or plural as the context permits or requires, and shall include heirs, personal representatives, successors or assigns.)

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, to it in hand paid by the said Grantee, the receipt and adequacy of which is hereby acknowledged, have granted, bargained and sold to the said Grantee, its successors and assigns forever, that certain land located in Duval County, Florida and more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Property").

TOGETHER WITH all the tenements, hereditaments, easements, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

Grantor hereby covenant with said Grantee that Grantor, as its interests may appear, is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but none other.

The conveyance of the Property is made subject to taxes for the year 2023 and subsequent years, to any matter that would be disclosed by an accurate and complete survey of the Property, and to easements, covenants, restrictions and matters of record, which are not reimposed hereby.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in the name, the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR

By: _____

Print Name: _____

Franklin Dodd, Jr., as Trustee under Land Trust
055660 dated January 17, 2013

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of *(check one)* physical presence or online notarization, this _____ day of _____, 2023, by Franklin Dodd, Jr., as Trustee under Land Trust # 055660 dated January 17, 2013. He *(check one)* is personally known to me, or has produced a valid driver's license as identification.

{NOTARY SEAL}

Print Name: _____

Notary Public, State and City Aforesaid

My Commission Expires: _____

Commission Number: _____

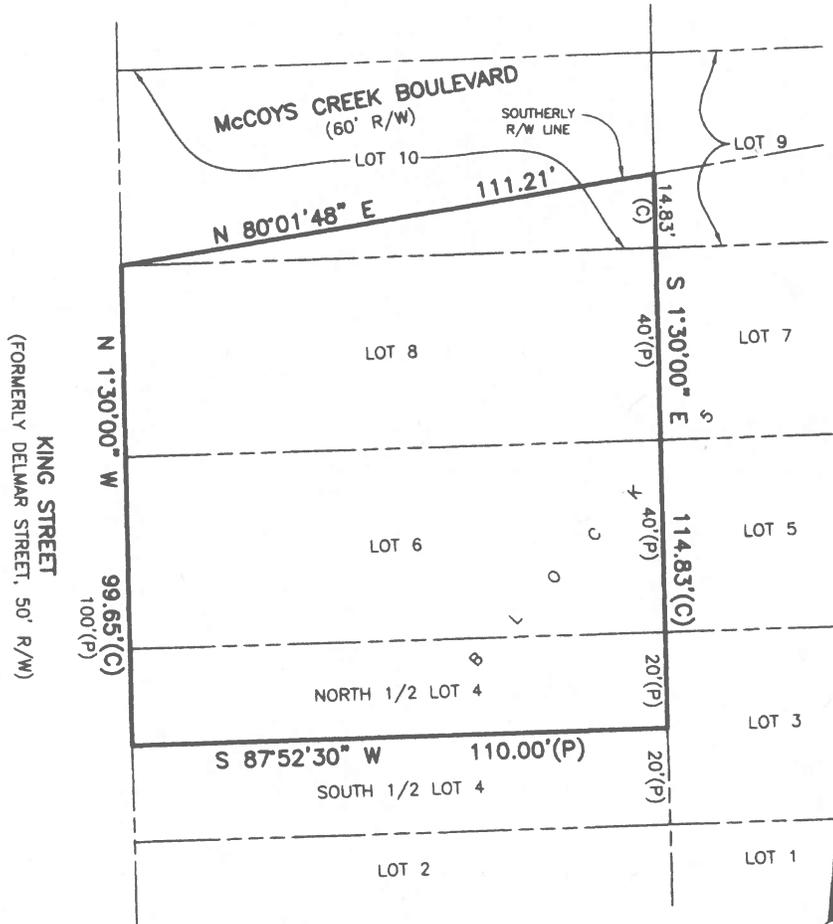
Special Warranty Deed's Exhibit A

MAP SHOWING SKETCH AND DESCRIPTION OF

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CERTIFICATION

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS OR EXCEEDS STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA SET FORTH BY: CHAPTER NO. SJ-17 (068-052) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

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CITY OF JACKSONVILLE 214 N. HOGAN STREET, 10th FLOOR JACKSONVILLE, FLORIDA 32202	ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS (904)255-8760	LEGEND □ CONCRETE MONUMENT x-x FENCE o NAIL ○ IRON PIPE x CROSS CUT
DANNY S. WHEELER, REGISTERED SURVEYOR 214 N. HOGAN STREET, 10th FLOOR, JACKSONVILLE, FLORIDA 32202 (904)-255-8760		SHEET NO. 1 OF 1
DATE: <u>6-20-23</u> SCALE: <u>1" = 30'</u>		
ROAD NO.: _____ ER NO.: _____		

Public Disclosure Act
Disclosure Affidavit

(Exhibit "D" to Purchase and Sale Agreement)

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared _____, who being first duly sworn, deposes and says that he/she is the _____ of Name of partnership, limited partnership, corporation, trust or any form of representative capacity specified, holding title to real property described in Exhibit D-1 attached hereto and made a part hereof, and hereby certifies that the names and addresses listed in Exhibit D-2 attached hereto and made a part hereof are the names and addresses of every person having a beneficial interest in said real property, however small or minimal, and does hereby file this Affidavit for the purpose of complying with the provisions of Section 286.23, Florida Statutes, Public Disclosure Act.

Print _____

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of (check one) physical presence or online notarization this ____ day of _____, 20__ by _____, who (check one): is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

(seal)

EXHIBIT D-1 to Beneficial Interest Affidavit
Legal Description of Real Property

THE NORTH 1/2 OF LOT 4, BLOCK 5, ALL OF LOTS 6 AND 8, BLOCK 5, ALSO THAT PORTION OF LOT 10, BLOCK 5, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF McCOYS CREEK BOULEVARD, REPLAT OF ARMINDA SMITH'S SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 2 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

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EXHIBIT D-2 to Beneficial Interest Affidavit
Beneficial Ownership

Name and Address of Beneficial Owner

% Ownership

Exhibit "E"
W-9 Form

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	Employer identification number								
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.