

DEPARTMENT OF THE ARMY U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT P.O. BOX 17300 FORT WORTH, TX 76102-0300

October 3, 2024

Real Estate Division

SUBJECT: Granger Lake, Texas; Easement No. DACW63-2-24-0629

Mr. Bill Zito Senior Director Williamson County Emergency Services 911 Tracy Chambers Lane Georgetown, Texas 78626

Dear Mr. Zito:

Enclosed is a copy of the subject easement granting you permission to construct, operate, and maintain a Remote Automated Weather Station at Granger Lake, Texas. The total administrative cost for this easement is \$1,160, payable immediately upon receipt.

Please sign, date, and return the easement, along with your payment to the above address, Attention: CESWF-RE-M (Ms. Lanell Woodard). Make the check or money order payable to F&A Officer, USAED, Fort Worth. Once signed, a fully executed copy of the easement shall be returned to you for your records.

If you have any questions, please contact Ms. Lanell Woodard, 817-886-1991 or glennis.l.woodard@usace.army.mil.

Sincerely,

Chief, Management and Disposal Branch Real Estate Division

Enclosure

DEPARTMENT OF THE ARMY

EASEMENT FOR WEATHER STATION

LOCATED AT

GRANGER LAKE

WILLIAMSON COUNTY, TEXAS

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to **Williamson County**, hereinafter referred to as the Grantee, an easement for a Remote Automated Weather Station, on an area of land being 20 feet wide and 20 feet long, approximately 0.009 acre of land, and ingress and egress, hereinafter referred to as the Facilities over, across, in and upon the lands of the United States as identified in **EXHIBITS A – MAP, B – SURVEY, and C – LEGAL DESCRIPTION**, attached hereto and made a part hereof, hereinafter referred to as the Premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted for a term of **twenty-five (25)** years, beginning **October 1, 2024** and ending **September 30, 2049**.

2. CONSIDERATION

The consideration for this easement shall be the construction, operation, and maintenance of the Remote Automated Weather Station for the benefit of the general public and the United States in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to Williamson County, 911 Tracy Chambers Lane, Georgetown, Texas 78626; and if to the United States, to the Real Estate Contracting Officer, Attention: Real Estate Contracting Officer, CESWF-RE-M, Post Office Box 17300, Fort Worth, Texas 76102-0300, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The construction, operation, maintenance, repair or replacement of said Facilities, including fences, shall be performed at no cost or expense to the United States and subject to the approval of the Real Estate Contracting Officer, Fort Worth District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the Premises to the satisfaction of said officer. The use and occupation of the Premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located, including but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCB's).

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect the Facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this easement, and

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shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the Premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without proper written approval by said Real Estate Contracting Officer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall insure to the benefit of the representatives, successors and assigns of the Grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the Premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the Premises by the Grantee.

14. REQUIRED SERVICES

The Grantee shall furnish through said Facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the Grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the Premises occupied by the said Facilities shall be needed by the United States, or in the event the existence of said Facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said Facilities to such other location on the Premises as may be designated by said officer. In the event said Facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is

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specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

19. PHASE I ENVIRONMENTAL SITE ASSESSMENT

A Phase I Environmental Site Assessment (ESA), documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT D**. Upon revocation or termination of this easement, another ESA shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

20. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the Premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

22. RESTORATION

On or before the termination or revocation of this easement, the Grantee shall, without expense to the United States and within such time as said officer may indicate, restore the Premises to the satisfaction of said officer. In the event the Grantee shall fail to restore the Premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344), Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

24. DETERMINATION REGARDING EXECUTIVE ORDER 13658

a. It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order.

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

25. DETERMINATION REGARDING EXECUTIVE ORDER 13706

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

26. ADDED CONDITIONS

a. The construction shall be completed within the area as reflected in **Exhibits A – Map, B – Survey, and C – Legal Description.**

b. All construction shall be completed according to the plan as shown in **Exhibit E – Plan**.

c. Grantee shall coordinate construction activities with the Granger Lake Office at (512) 859-2668, prior to commencement of work.

d. Access to the easement area is granted through the Taylor Park West trailhead off County Road 496, crossing Tract 354, as shown on **Exhibit A – Map**.

e. After construction is complete, Grantee shall provide the completed Inventory Record for Private Real Property on Federal Land form for all improvements on Government property, attached as **Exhibit F – Private Property Inventory**.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EASEMENT NO. DACW63-2-24-0629

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this ______day of _____, 2024.

Lee A. Flannery Deputy Chief, Real Estate Division Real Estate Contracting Officer

THIS EASEMENT is also executed by the Grantee this _____ day of ____, 2024.

Williamson County

Signature

Title

CERTIFICATE OF AUTHORITY

l,	(Name), certify that I am the			
(Title) of Wi l	lliamson County, Texas, named as the			
Grantee herein; and that	(signator of outgrant), who			
signed the foregoing instrument on behalf	of the Grantee, was then			
(title of signator	of outgrant) of Williamson County, Texas. I			
further certify that the said officer was acti	ing within the scope of powers delegated to			
this governing body of the Grantee in exe	cuting said instrument.			
	Williamson County, Texas			
Date	Authorized Representative			
	Title			
AFFIX COMPANY SEAL				

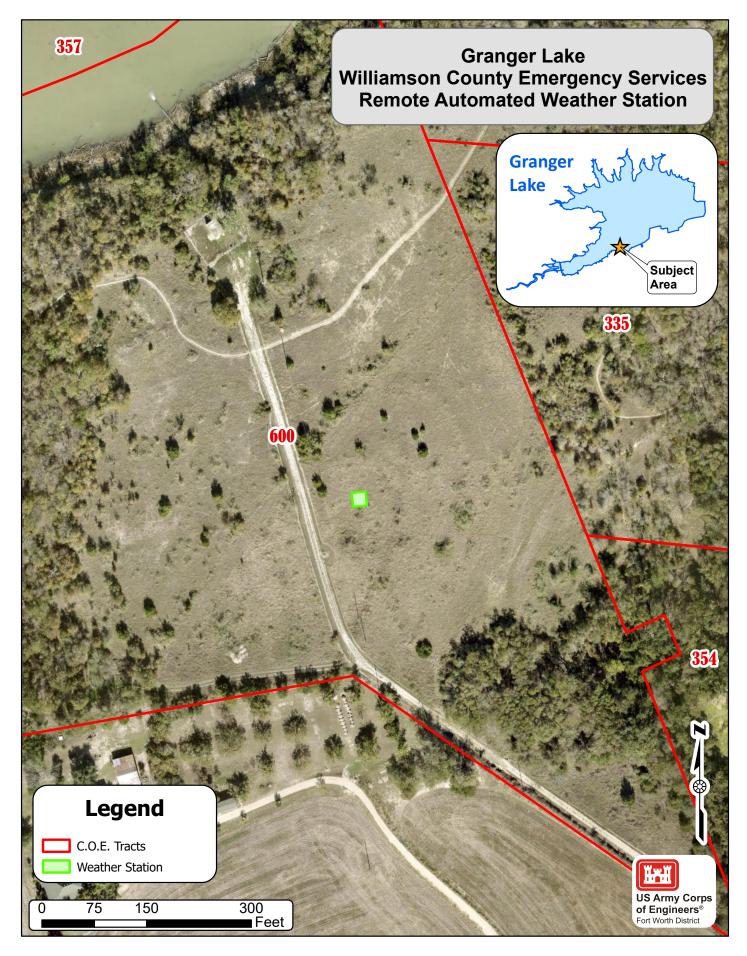
NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.

ACKNOWLEDGMENT

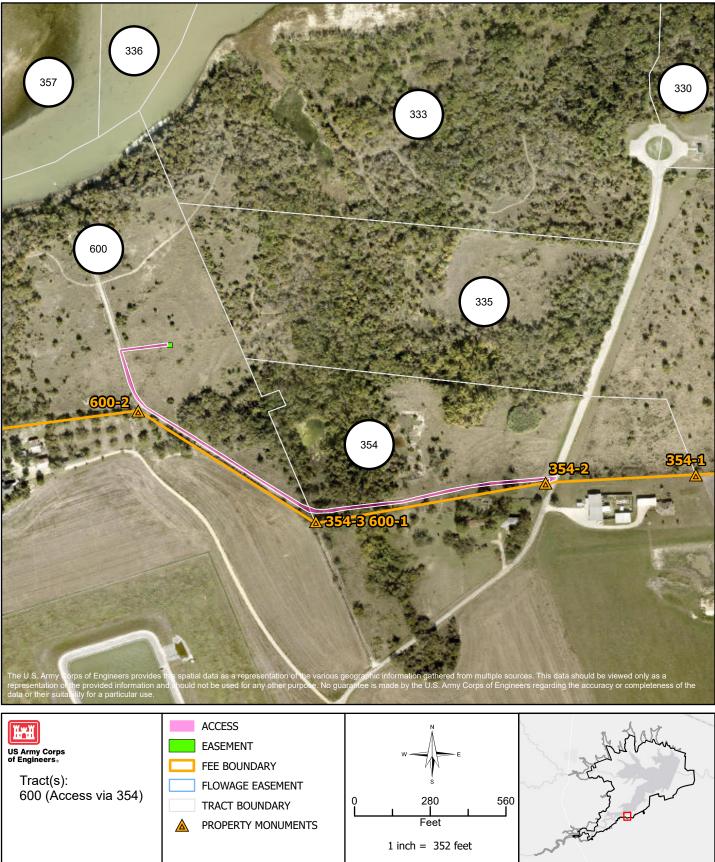
STATE OF TEXAS	§	
COUNTY OF TARRANT	§ § SS. §	
, Un Worth District, on behalf of the United St person whose name is subscribed to the	, 2024, before me, the d within named,, nited States Army Corps of Engineers, Fort tates of America, and known to me to be the e foregoing instrument by virtue of the above- that he executed the same in such capacity t expressed.	
Given under my hand and seal this	day of, 2024	4.
	Notary Public, State of Texas My Commission Expires: Printed Name:	
STATE OF TEXAS	§	
COUNTY OF	§ § SS. §	
undersigned officer, personally appeared known to me to be the person described	, 2024, before me, the d, I in the foregoing instrument, who acknowledg ity therein stated and for the purpose therein	ged

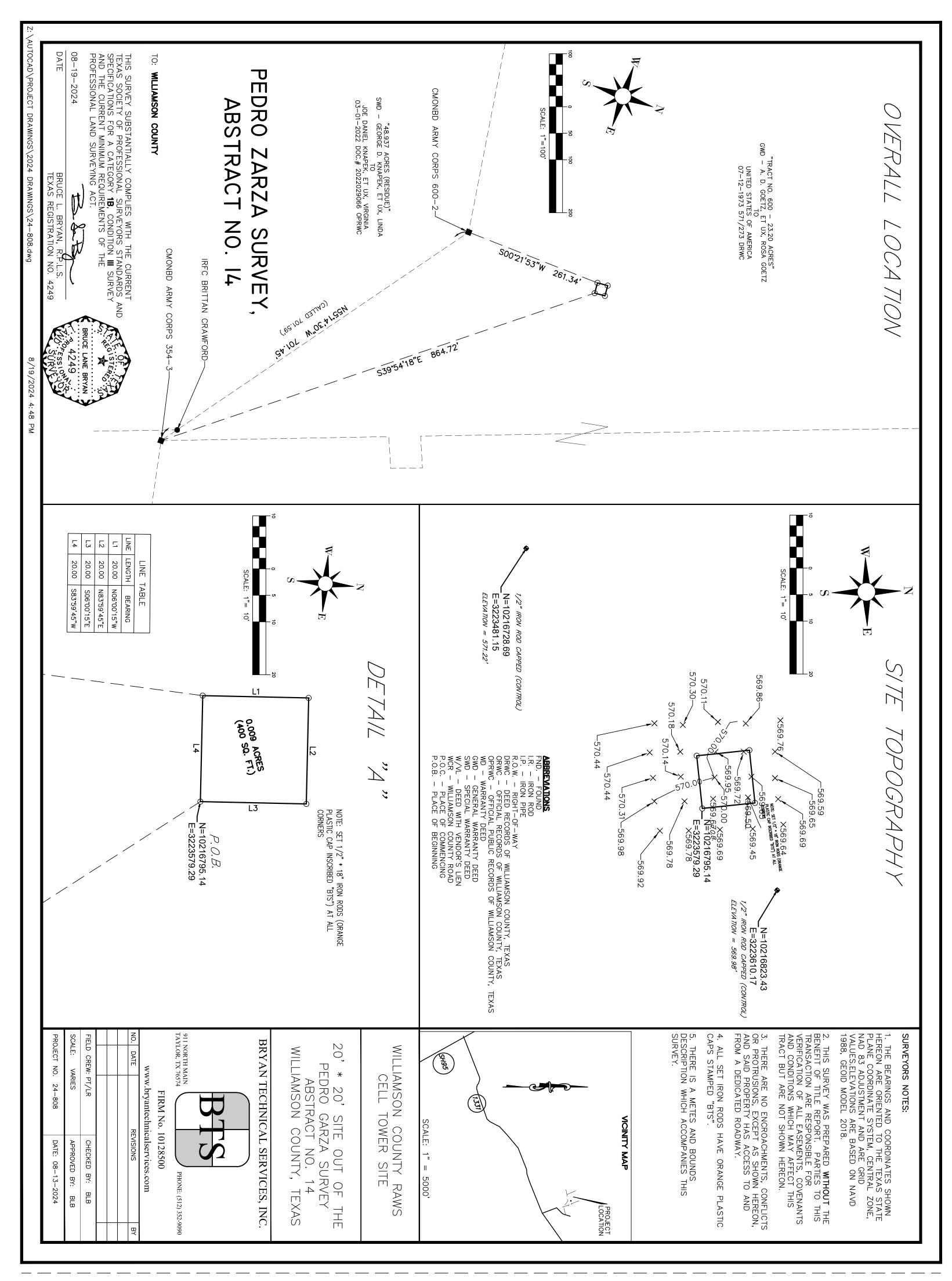
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Texas
My Commission Expires:
Printed Name:



EASEMENT REQUEST Williamson County Emergency Services Remote Automated Weather Station Tract 600 w/Access via Tract 354, Granger Lake, TX





STATE OF TEXAS COUNTY OF WILLIAMSON

April 1, 2024

0.009 ACRE (400 SQUARE FEET)

These notes describe that certain tract of land being out of and part of the **PEDRO GARZA SURVEY**, **ABSTRACT NO. 14**, located in Williamson County, Texas, and being out of and a part of that certain called "Tract No. 600 – 23.20 Acres" conveyed by General Warranty Deed from A. D. Goetz, et ux, Rosa Goetz to United States of America dated 07-12-1973 recorded in Volume 571, Page 273 of the Deed Records of Williamson County, Texas (DRWC), being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the Month of August 2024 and being more fully described as follows:

BEGINNING at a 1/2" iron rod set (orange plastic cap inscribed "BTS") (*N: 10,216,795.14 feet, E: 3,223,579.29 feet)* at the Southeast corner of subject tract; for reference a found concrete monument with brass disc inscribed "Army Corp. 354-3" at the South corner of said "Tract No. 600 – 23.20 Acres" bears South 39° 54' 18" East a distance of 864.72 feet;

THENCE South 83° 59' 45" West with the South line of subject tract a distance of **20.00 feet** to a 1/2" iron rod set (orange plastic cap inscribed "BTS") at the Southwest corner of same; for reference a found concrete monument with brass disc inscribed "Army Corp. 600-2" at an interior corner of said "Tract No. 600 - 23.20 Acres" bears South 00° 21' 53" West a distance of 261.34 feet, same being an exterior corner of a called "48.937 Acres (residue) as conveyed in a Special Warranty Deed from George D. Knapek, et ux, Linda to Joe Daniel Knapek, et ux Virginia dated 03-01-2022 as recorded in Document No. 2022029066 of the Official Public Records of Williamson County (OPRWC);

THENCE North 06° 00' 15" West with the West line of subject tract a distance of **20.00 feet** to a 1/2" iron rod set (orange plastic cap inscribed "BTS") at the Northwest corner of same;

THENCE North 83° 59' 45" East with the North line of subject tract a distance of **20.00 feet** to a 1/2" iron rod set (orange plastic cap inscribed "BTS") at the Northeast corner of same;

THENCE South 06° 00' 15" East with the East line of subject tract a distance of 20.00 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 0.009 Acre (400 SQUARE FEET) Acres.

Surveyor's Note: Surveyor's Note: Attention is invited to accompanying plat for location of improvements, adjoiner information, visible utilities and roadways. Bearings and coordinates shown hereon based on Texas State Plane Coordinate System (central zone 4203) NAD 83 adjustment.

Bruce Lane Bryan TBPLS FIRM No. 10128500 911 N. Main, Taylor TX 76574

Registered Professional Land Surveyor No. 4249



Page 1 of 1

OF

TERE

BRUCE LANE BRYAN 4249 WOFESSION

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

1. REAL PROPERTY TRANSACTION: The U.S. Army Corps of Engineers proposes to issue Easement No. DACW63-2-24-0629, which will allow Williamson County Emergency Services to install a Remote Automated Weather Station on 0.009 acre of land at Granger Lake, Texas, to facilitate the collection of weather data in the eastern part of the county and improve regional coverage. The new easement will become effective on October 1, 2024, and expires on September 30, 2049.

a. A COMPREHENSIVE RECORDS SEARCH was conducted which included a review of the following areas:

- 1) Real Estate Division files;
- 2) Real Estate Division maps;
- 3) Granger Lake Master plan;
- 4) Operations Division files;
- 5) Environmental Review Guide for Operations (ERGO).

b. INTERVIEWS WERE CONDUCTED with the following: N/A

c. A SITE INVESTIGATION was performed by U.S. Army Corps of Engineers Lake Manager, Bradley Ellis, on April 9, 2024, which consisted of a visual inspection of the area.

2. STATEMENT OF FINDINGS

a. COMPREHENSIVE RECORDS SEARCH SUMMARY

A complete search of the District files which pertain to the proposed easement area was made as stated in 1.a. above. The records search revealed no other evidence of any hazardous substance being stored, released or disposed of on the property involved. The operating plans and historical records also showed no other evidence of any activity which would have contaminated the property with hazardous substances.

b. SITE INVESTIGATION SUMMARY

A site investigation of the proposed easement area was made as stated in 1.c. above. This visual inspection revealed no unusual odors, stained soils, stressed

vegetation, suspicious seepage, manmade land features, unnatural surface features or other evidence that would indicate the presence of hazardous wastes. Based on this inspection it was determined no hazardous substance has been stored, released or disposed of on the property involved. Project personnel have no other knowledge of past activities which might have created a hazardous situation.

Prepared By: LANELL WOODARD Realty Specialist Management and Disposal Branch Date

Approved By: LEE A. FLANNERY Deputy Chief, Real Estate Division Real Estate Contracting Officer Date



Williamson County Emergency Services

911 Tracy Chambers Ln. Georgetown, Tx. 78626 512-864-8200

To: US Army Corp of Engineers, Granger Lake

From: Williamson County Emergency Services

Re: Example Remote Automated Weather Station/Plan

Specifications: The footprint of the fence is 20x20 feet, 4' Tall Chain Link Fence with (1) 8' Double Drive Gate, and Bottom Rail. The ground disturbance is minimal. The station is a tripod shape with large flat triangular feet that are anchored with 18–24-inch rebar. There is also a 6-foot grounding rod.



INVENTORY RECORD FOR PRIVATE REAL PROPERTY ON FEDERAL LAND Submit with Photo of Real Property						
Lake: Granger	anger OUTGRANT NO. DACW63-2-24-0629			24-0629		
		Prop	Property ID of replacement			
Structure Desc:						
Private Acquired/Constructed Date:			Private Acquired/Constructed Cost:			
Federal Acquired/Constructed Date:			Federal Acquired/Constructed Cost:			
Inspection Date:						
Real Property Type (Bldg, Stru	icture)		Operational	Status		
OUTGRANT STATUS						
Structure Permit Date:		Те	rmination Date	:		
Outgrant Start Date:		Οι	utgrant Expirat			
Removal Requirement:						
Size						
Length: Width:	ŀ	leight	:	Num O)f Floors:	
Gross Square Feet (must be	> 0)					
Structural Unit (must be > 0)	uctural Unit (must be > 0)		Unit of Measure			
Construction Material Code:	truction Material Code: Wall Material Code:					
Main Location						
Latitude:			Longitude:			
Street Address						
City	Cou	nty			State	
Recreational Area Location						
Zip code		(Congressional	District		
Accountability/Ownership						
Owner:						
Owner Address:						

FIELD	DEFINITION
Property Id Code	Assigned by Corps of Engineers
Property Id Code Replaces	If Facility replace a property constructed by the Corps of Engineers identify Corps of Engineers Property ID Code
Structure Type:	Description of Real Property, include quantity (ie, number of miles for roads or number of feet for parking number of campsites for
Acquired/Constructed Date:	Date of Acquisition or Construction Completed
Acquired/Constructed Cost:	Final Cost of Acquisition or Construction
Inspection Date:	On a new construction, this would be the date of the walk through inspection for acceptance.
Real Property Type	Buildings, Structure, linear structure
Status	Predominant physical / operational status of the asset.
Status Indicator (A, I, E, D)	A (Active), I (Inactive), E (Excess), D (Disposed) - main physical / operational status / use.
Historical Status (1, 2, 3, 4, 5, 6)	Historical Status is reported on all owned and leased buildings, structures, and land assets, except those assets that have been evaluated and for which disclosure of historic status is restricted based upon EO 13007 and Section 304 of the National Historic Preservation Act. Otherwise managed assets (Legal Interest = S, or F) are excluded. Otherwise managed assets (Legal Interest = M) are required.
Size	Size of the real property asset according to appropriate Unit of Measure.
Gross Square Feet (must be > 0)	For building records
Structural Unit (must be > 0)	For structure records - report Structural Unit (size) along with Unit of Measure.
Unit of Measure	Report Unit of Measure along with Structural Unit (size) for each structure record, refer to the Unit of Measure table. Values are: 1 (Each), 2 (Lane Miles), 3 (Linear Feet), 4 (Miles), 5 (Square Yards).
Main Location	Street delivery address for the asset OR the Latitude and Longitude coordinates.
Street Address	GIS format Street Address of the asset. Street Address of at least main gate or main entrance (if security issue in reporting Lat / Long) if located on installation or campus ELSE report ZIP code in this field. For overseas locations with no ZIP code, report nearest city and country in this field.
Latitude	In decimals (Lat/Long optional if Street Address is reported).
Longitude	In decimals (Lat/Long optional if Street Address is reported).
Recreational Area Location	Location of structure - if in a Park use park name
City	City or town associated with the Main Location.
· · ·	
State	State associated with the Main Location. Not required for foreign assets.
County	County associated with the Main Location. Not required for foreign assets.
Zip code	5-digit ZIP code and if known the 4-digit suffix. ZIP codes from USPS.