THIRD AMENDMENT TO THE RECIPROCAL USE AND FUNDING AGREEMENT

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THIS THIRD AMENDMENT TO THE RECIPROCAL USE AND FUNDING AGREEMENT ("Amendment") is made effective as of the 2nd day of September, 2003, by and between the CITY OF FOLSOM, a municipal corporation, ("Folsom"), SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation, ("RT"), and SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a joint powers agency, ("JPA").

Recitals

WHEREAS, Folsom, RT, the Counties of Sacramento and El Dorado and the JPA entered into a Reciprocal Use and Funding Agreement dated August 31, 1996 which was amended September 6, 1996, August 31, 1998 (superseded by 1999 amendment), and February 22, 1999 (the "RUFA"); and

WHEREAS, Folsom owns an easement interest in a portion of the Rail Corridor located in the City of Folsom, California, and which was granted to Folsom by the JPA; and

WHEREAS, RT owns and operates a public transportation system within the County of Sacramento and plans to extend the system over a portion of Folsom's easement area described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, upon acquisition of the Rail Corridor in 1996, RT advanced on behalf of Folsom the balance of Folsom's allocated portion of the "Total Cost" of the Rail Corridor acquisition, which advance (less TCl grant funds paid on behalf of Folsom) was in the amount of \$745,500 (the "Advance"); and

WHEREAS, the parties desire to amend the RUFA to modify their rights and obligations and the description of their respective allocated portions of the Rail Corridor; and

WHEREAS, The Second Amendment to the RUFA, dated February 22, 1999, provides that RT and Folsom may modify their respective rights and obligations and the description of their respective allocated portions of the Rail Corridor by an amendment to the RUFA executed by Folsom and RT only.

NOW THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

<u>Amendment</u>

1. Definitions

Except as otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the RUFA.

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PLEASE INITIAL f 138/()

9/4/03 PJC/K/SPTCA/RUFA 3rd Amendment 5/0-0/-05-04-02

2. Transfer of Property Interests

Concurrently with the execution of this Amendment, Folsom will quitclaim its interest in the Property to JPA, and JPA will grant concurrent easements to Folsom and RT, the forms of which are respectively set forth in Exhibits B (the "Folsom Easement Agreement") and C (the "RT Easement Agreement"), attached hereto and incorporated herein. Except as the Folsom Easement Agreement and the RT Easement Agreement modify Folsom's and RT's respective rights and obligations with respect to the Property, all terms and conditions of the parties' current easement agreements with the JPA will remain unchanged. RT acknowledges that the grant to RT shall be subject to the rights of Folsom and other third parties in and to the utilities and other facilities presently existing on the Property. Folsom represents that, to the best of its ability, it has delivered to RT copies of all agreements, maps, and other written documentation in Folsom's possession, concerning utilities and other facilities presently existing in the Operating Zone (as that term is defined in Section 4.a of the RT Easement Agreement). Except as disclosed to RT in writing, Folsom has no actual knowledge of other utilities or facilities within the Operating Zone. On or before January 1, 2004, Folsom shall, to the best of its ability, deliver to RT copies of all agreements, maps, and other written documentation in Folsom's possession, concerning utilities and other facilities presently existing on the remainder of the Property.

3. Satisfaction of Debt

Section 9(d)(vi) will be deleted from the RUFA in its entirety and neither RT nor Folsom will have any further rights or obligations thereunder upon execution and recordation of the RT Easement Agreement and the Folsom Easement Agreement.

4. Reallocation of Property

- a. Upon recordation of the easements granted by the JPA under Section 2 of this Amendment, the Property shall be reallocated as shown on Exhibit D, attached hereto and incorporated herein, which Exhibit replaces the current Exhibit A of the RUFA.
- b. The Property shall be the Allocated Portion of both Folsom and RT under the RUFA, subject to the following qualifications:
 - i. JPA shall obtain the written consent of both Folsom and RT with respect to any Transfer of property rights in and to the Property under Section 7 of the RUFA, which consent shall be given subject to the qualifications set forth in the Folsom Easement Agreement and the RT Easement Agreement.
 - ii. Any net income resulting from any Transfer of property rights in and to the Property under Section 7 of the RUFA shall be allocated

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between Folsom and RT as set forth in the Folsom Easement Agreement and the RT Easement Agreement. Notwithstanding the foregoing, the parties agree that RT will be entitled to all net income resulting from any Transfer of property rights in and to the Property for RT's transportation use and reasonably related uses of the Property under the RT Easement Agreement. To the extent any property rights are granted over and above the property rights for RT's transportation use and reasonably related uses, such property rights shall be subject to the allocation set forth in the first sentence of this Section b.ii.

- iii. In the event JPA is dissolved for any reason, JPA shall quitclaim its rights, title and interest in and to the Property, in accordance with the requirements of Section 7 of the RUFA, to Folsom alone; provided, however, that such quitclaim shall not require the consent of RT pursuant to Subsection b.i, above, and such quitclaim shall be subject to RT's continuing rights and obligations under the RT Easement Agreement.
- iv. Folsom and RT acknowledge that they have read, understand, and agree to, the provisions of Section 6 of the RUFA concerning potential defects in the JPA's title to the Rail Corridor, including the Property. In the event the JPA incurs any Loss arising out of, or in any way related to, defects in JPA's title to the Property that is not covered by title insurance, the responsibilities of Folsom and RT to indemnify and defend the JPA therefor shall be equitably apportioned between Folsom and RT as they may reasonably agree. In the event Folsom and RT are unable to agree upon an equitable apportionment, their obligations to the JPA under Section 6 of the RUFA shall be joint and several.

5. <u>Counterparts</u>

This Amendment may be executed in any number of counterparts and by different parties in separate counterparts each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

6. Further Assurances

The JPA, RT and Folsom will execute additional documents and take all actions necessary to fully carry out the intent of this Amendment.

7. Effect of this Amendment

Except as expressly amended herein, all terms and conditions of the RUFA shall remain in full force and effect.

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8. **Ambiguities**

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against any party.

9. Authority.

Each of the signatories to this Agreement represents that he or she is authorized to sign the Agreement on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument effective as of the day and year first above written.

CITY OF FOLSOM

City Manager

Approved as

of Public Works

Approved as to Legal Form:

Steven P. Rudolph, City Attorney

SACRAMENTO REGIONAL TRANSIT DISTRICT

General Manager/CEO

Approved as to Content:

Michael R. Wiley,

Assistant General Manager of Planning & Transit

System Development

Approved as to Legal Form:

Attest:

By Christa Schmidt 9-13-04 Christa Schmidt, Interim City Clerk

SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

Kerri Howell, Chair

By: John C. Segerdell, CEO

Approved as to Legal Form:

Paul J. Chrisman,

General Counsel

0183



Exhibit A

To Third Amendment to the RUFA "Property"

Legal Descriptions

APNs: • 072-010-068	Bate No.	185-192
• 072-0840-020	Bate No.	193-194
• 072-0840-021	Bate No.	195-196
• 072-0840-023	Bate No.	197 - 198
• 072-0840-026	Bate No.	199 - 200
• 072-0850-012	Bate No.	201-202
• 072-0850-016	Bate No.	203-205
• 071-020-073 (portion) 071-020-074 (portion) 072-010-066	Bate No.	206-218

Sacramento-Placerville Transportation Corridor Joint Powers Authority to the City of Folsom, A.P.N. 072-010-068 Parcel F52.75FE, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being a portion of Parcel D, a portion of Parcel E, a portion of Parcel F and a portion of Parcel G as said parcels are described in the Judgment Quieting Title, entered June 30, 1924, in Action Number 19370, recorded September 20, 1924 in Book 692 of Deeds at Page 114 of Official Records of Sacramento County, more particularly described as follows;

Beginning, at the intersection of the northerly line of that certain parcel described in the deed to the State of California, recorded February 24, 1961 in Book 4200 at page 675 of Official Records of Sacramento County, with the northwesterly line of said Parcel D;

Thence along the last said northwesterly line of Parcel D, on a curve, concave to the southeast, having a radial which bears North 51°59'21" West, a radius of 5,770.86 feet, a central angle of 4°33'56" and a chord bearing and distance of North 40°17'37" East, 459.72 feet, northeasterly along the arc of said curve 459.85 feet to a point on the southerly line of said parcel E;

Thence along last said southerly line, South 88°41'40" West, 0.43 feet to a non-tangent curve, concave to the southeast, having a radial which bears North 47°25'36" West, a radius of 5,771.17 feet, a central angle of 0°58'34" and a chord bearing and distance of North 43°03'41" East, 98.31 feet;

Thence, northeasterly along the arc of said curve 98.32 feet to a point on the a point on the southeasterly line of the parcel of land described in that certain grant deed to the City of Folsom, a Municipal Corporation, recorded April 19, 1991 in Book 1991 04 19 at Page 1274 of Official Records of Sacramento County, being a non-tangent curve, concave to the southeast, having a radial which bears North 46°27'08" West, a radius of 1,277.51 feet, a central angle of 8°28'50" and a chord bearing and distance of North 47°47'17" East, 188.92 feet;

Thence, northeasterly along the arc of said curve 189.09 feet;

Thence, North 52°01'42" East, 522.58 feet to a tangent curve, concave to the northwest, having a radius of 1,475.00 feet, a central angle of 5°02'02" and a chord bearing and distance of North 49°30'41" East, 129.55 feet;

Thence, northeasterly along the arc of said curve 129.59 feet;

Thence, North 46°59'40" East, 1,219.47 feet to a tangent curve, concave to the southeast, having a radius of 1,525.00 feet, a central angle of 1°22'14" and a chord bearing and distance of North 47°40'47" East, 36.48 feet;

Thence, northeasterly along the arc of said curve 36.48 feet;

Thence, North 48°21'54" East, 929.82 feet to a tangent curve, concave to the northwest, having a radius of 1,475.00 feet, a central angle of 1°29'12" and a chord bearing and distance of North 47°37'18" East, 38.27 feet;

Thence, northeasterly along the arc of said curve 38.27 feet;

Thence, North 46°52'42" East, 1,071.37 feet to a point on the northwesterly line of Parcel 5 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991 in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

Page 1 of 8.

Thence along last said northwesterly line, South 44°34'49" West, 216.84 feet to a non-tangent curve, concave to the northwest, having a radial which bears South 45°22'20" East, a radius of 5,787.61 feet, a central angle of 1°00'49" and a chord bearing and distance of South 45°08'05" West, 102.39 feet;

Thence, southwesterly along the arc of said curve 102.39 feet to a point on the northwesterly line of Parcel 4 as said parcel is described in the last said grant deed to the Southern Pacific Transportation Company, being a compound curve, concave to the northwest, having a radial which bears South 44°21'31" East, a radius of 5,787.61 feet, a central angle of 1°21'11" and a chord bearing and distance of South 46°19'04" West, 136.67 feet;

Thence, southwesterly along the last said northwesterly line of Parcel 4 and the arc of said curve 136.68 feet;

Thence, South 46°59'40" West, 149.89 feet;

Thence, North 27°10'20" West, 0.42 feet;

Thence, South 46°59'40" West, 1,073.57 feet to a point on the northwesterly line of Parcel 3 as said parcel is described in the last said grant deed to the Southern Pacific Transportation Company;

Thence along last said northwesterly line of Parcel 3, South 46°59'40" West, 605.43 feet;

Thence, South 28°00'20" East, 0.42 feet;

Thence, South 46°59'40" West, 294.46 feet to a point on the northwesterly line of Parcel 2 as said parcel is described in the last said grant deed to the Southern Pacific Transportation Company;

Thence along last said northwesterly line of Parcel 2, South 46°59'40" West, 884.74 feet to a point on the northwesterly line of Parcel 1 as said parcel is described in the last said grant deed to the Southern Pacific Transportation Company;

Thence along last said northwesterly line of Parcel 1, South 46°59'40" West, 323.26 feet to a point on the southeasterly line of said Parcel E, being a tangent curve, concave to the southeast, having a radius of 5,671.61 feet, a central angle of 3°26'48" and a chord bearing and distance of South 45°16'16" West, 341.13 feet;

Thence along the last said southeasterly line of Parcel E, southwesterly along the arc of said curve 341.18 feet to a point on the southerly line of said Parcel E;

Thence along last said southerly line, South 78°23'13" West, 0.51 feet to a point on the southeasterly line of said Parcel D, being a non-tangent curve, concave to the southeast, having a radial which bears North 46°27'14" West, a radius of 5,671.86 feet, a central angle of 3°38'18" and a chord bearing and distance of South 41°43'37" West, 360.14 feet;

Thence along the last said southeasterly line of said Parcel D, southwesterly along the arc of said curve 360.17 feet to a point on the northerly line of the said parcel described in the deed to the State of California, recorded February 24, 1961 in Book 4200 at page 675 of Official Records of Sacramento County;

Thence along last said northerly line, South 80°26'43" West, 80.66 feet to a non-tangent curve, concave to the southeast, having a radial which bears North 50°42'21" West, a radius of 5,724.61 feet, a central angle of 0°46'29" and a chord bearing and distance of South 38°54'25" West, 77.40 feet;

Thence, southwesterly along the arc of said curve 77.41 feet;

Page 2 of 8.

Thence, South 80°26'59" West, 68.87 feet to the Point of Beginning.

Containing 178,111 square feet +/- or 4.089 acres more or less.

End of Description

A plat, Exhibit "B" to accompany this description being pages 4 through 8 of 8, is herein made a part of this description.

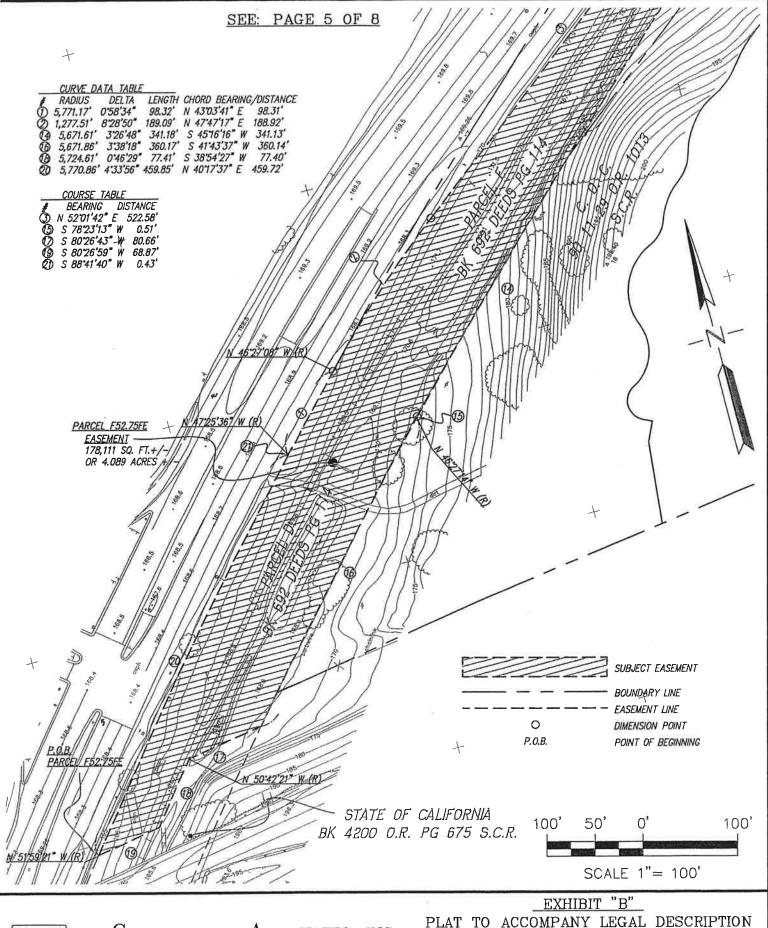
This description was made by me or under my direction in conformance with the Land Surveyors Act.

David L. Adams

License expires:

P.L.S. No. 7587

12/31/03



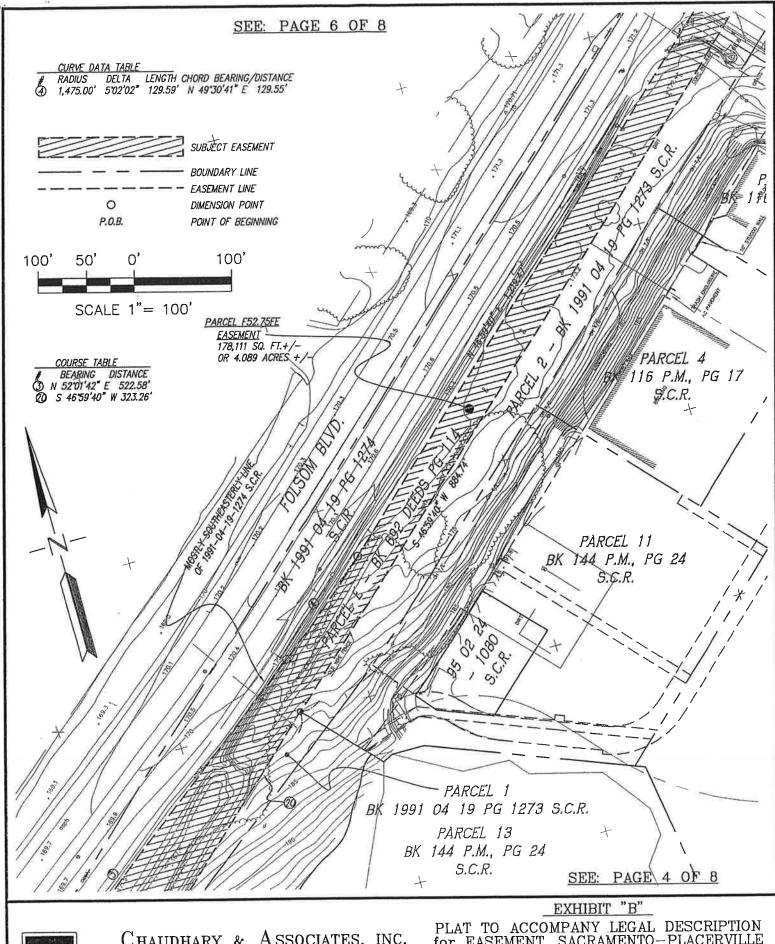
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3272 VILLA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729

0188

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT, SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION - Parcel F52.75FI



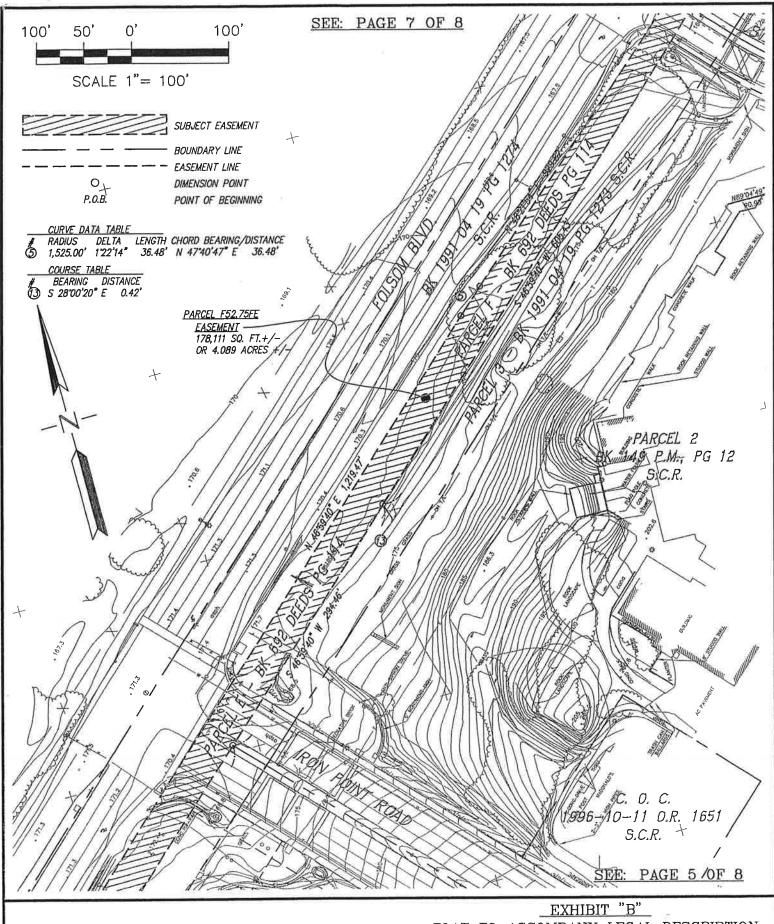
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0189

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT, SACRAMENTO—PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION 1 Parsel F52.75FE





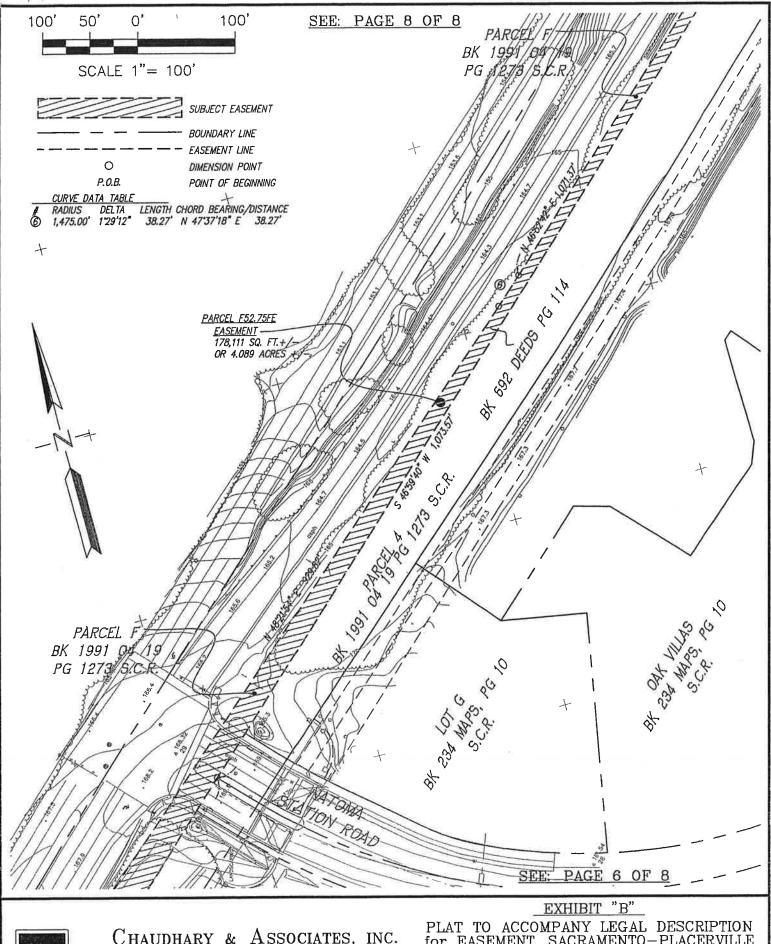
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0190

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT, SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A

MUNICIPAL CORPORATION - Parcel F52.75FE



C&A

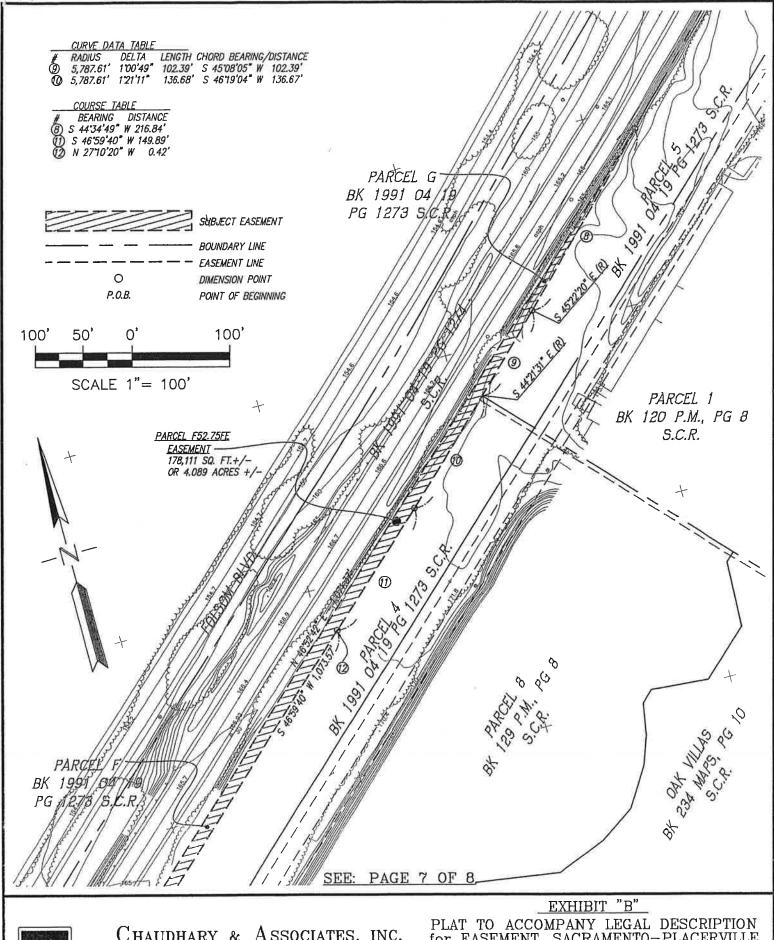
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0191

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT, SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION - Parcel F52.75FE

10-08-6 Pt B; 01 120





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PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT, SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION - Parcel F52.75F1

Sacramento-Placerville Transportation Corridor Joint Powers Authority To the City of Folsom, A.P.N. 072-0840-020 Parcel F52.78FE, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 3 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

End of Description

A plat, Exhibit "B" to accompany this description being page 2 of 2, is herein made a part of this description.

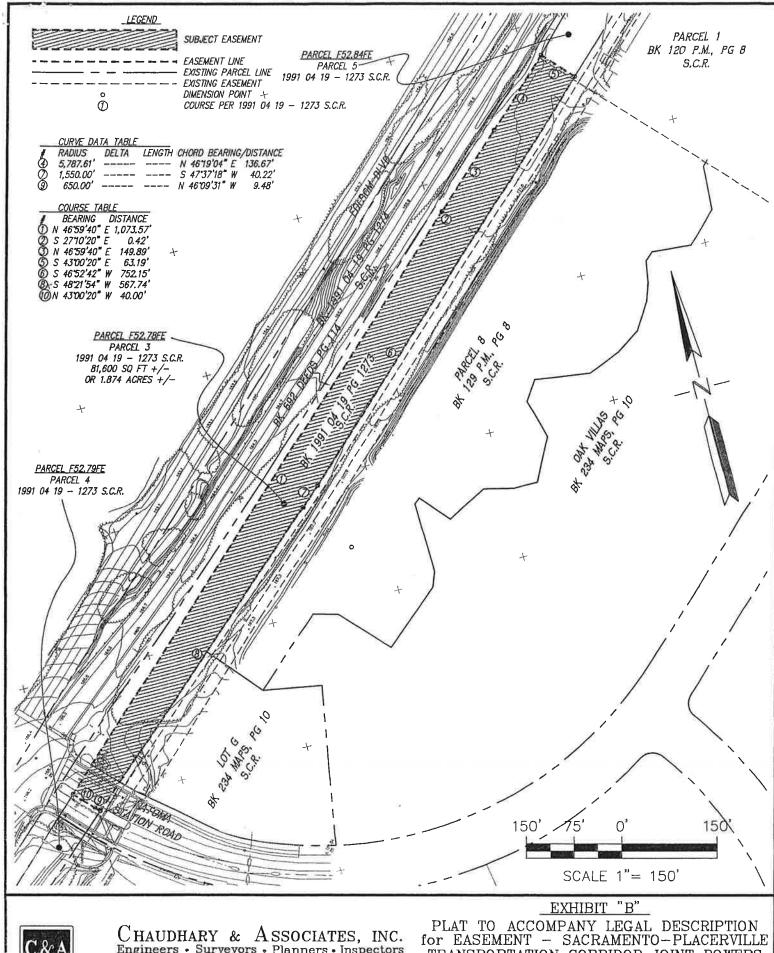
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David L. Adams

License expires:

P.L.S. No. 7587

12/31/03 No. 7587





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0194

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT - SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION - Parcel F52.78FE 16-9926 Of 16 of 138

Sacramento-Placerville Transportation Corridor Joint Powers Authority to the City of Folsom, A.P.N. 072-0840-021
Parcel F52.79FE, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 4 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

End of Description

A plat, Exhibit "B" to accompany this description being page 2 of 2, is herein made a part of this description.

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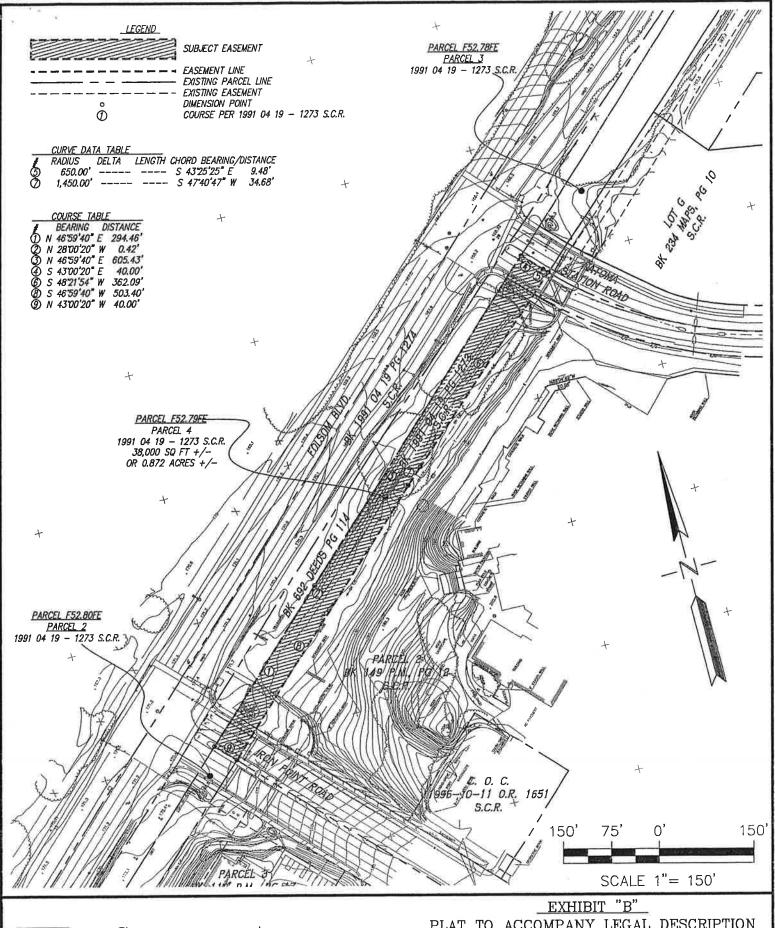
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Page 1 of 2.





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PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT — SACRAMENTO—PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION — Parcel F52.79FE 19:0928 G12.0f 138

Sacramento-Placerville Transportation Corridor Joint Powers Authority To the City of Folsom, A.P.N. 072-0840-023 Parcel F52.80FE, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 2 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

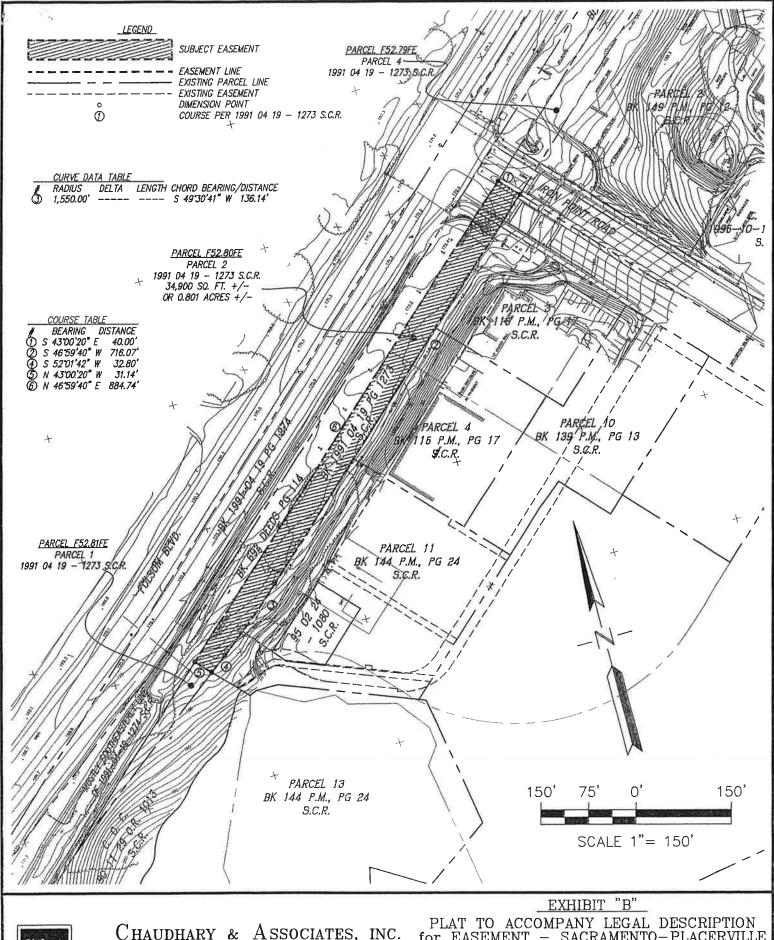
End of Description

A plat, Exhibit "B" to accompany this description being page 2 of 2, is herein made a part of this description.

This description was made by me or under my direction in conformance with the Land Surveyors Act.

David L. Adams License expires: P.L.S. No. 7587 12/31/03

12/31/03





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0198

for EASEMENT - SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION - Parcel F52.80FE 16.0926 & 20 of 138 Sacramento-Placerville Transportation Corridor Joint Powers Authority To the City of Folsom, A.P.N. 072-0840-026 Parcel F52.81FE, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 1 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

End of Description

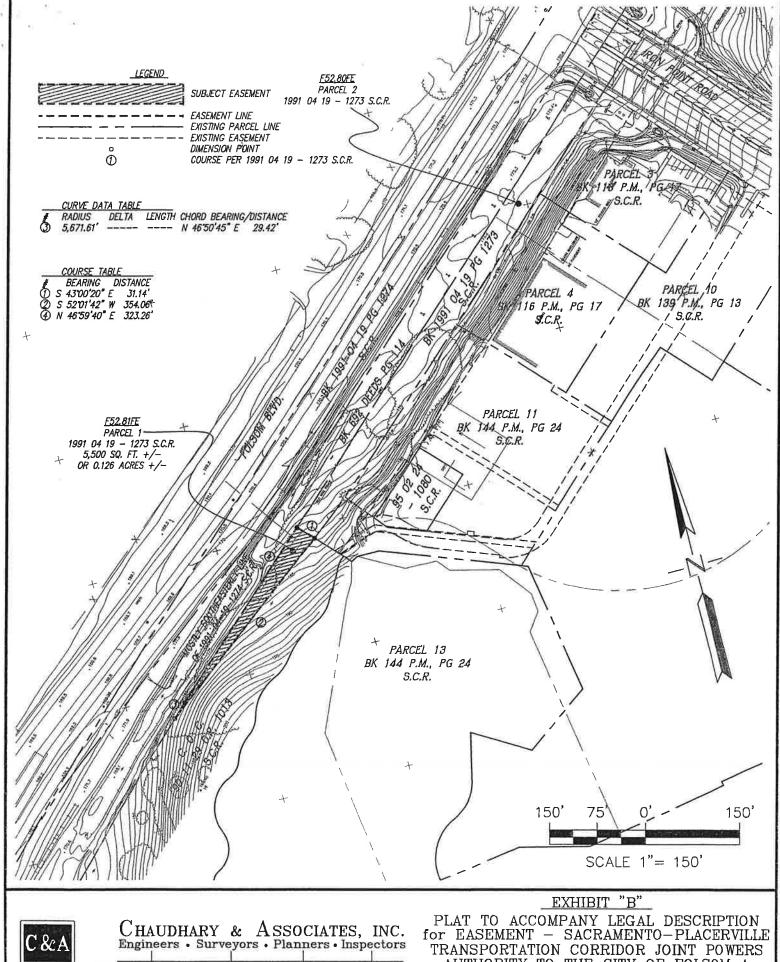
A plat, Exhibit "B" to accompany this description being page 2 of 2, is herein made a part of this description.

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David L. Adams

License expires:

12/31/03





3272 VILLA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729

0200

AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION - Parcel F52.81FE

16-6926 & 22 of 138

Sacramento-Placerville Transportation Corridor Joint Powers Authority to the City of Folsom, A.P.N. 072-0850-012
Parcel F52.83FE, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 6 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

End of Description

A plat, Exhibit "B" to accompany this description being page 2 of 2, is herein made a part of this description.

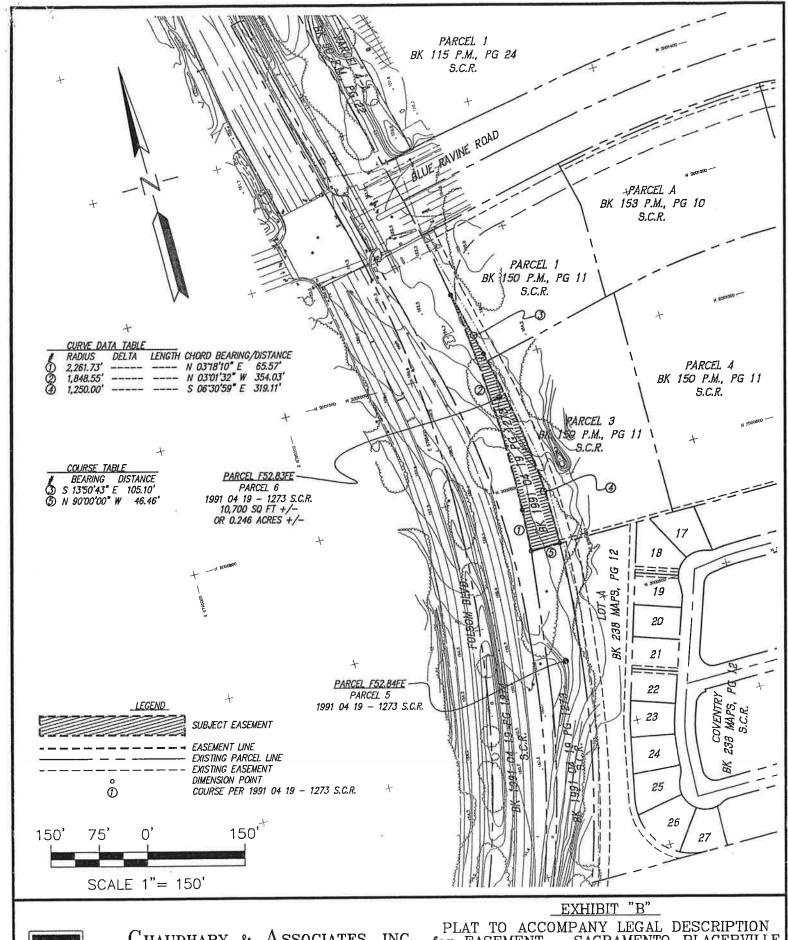
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12/31/03



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3272 VILLA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729

0202

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT — SACRAMENTO—PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION — Parcel F52.83FE 16a0920 6f 24 of 138

Sacramento-Placerville Transportation Corridor Joint Powers Authority to the City of Folsom, A.P.N. 072-0850-016 Parcel F52.84FE, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 5 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

End of Description

A plat, Exhibit "B" to accompany this description being pages 2 and 3 of 3, is herein made a part of this description.

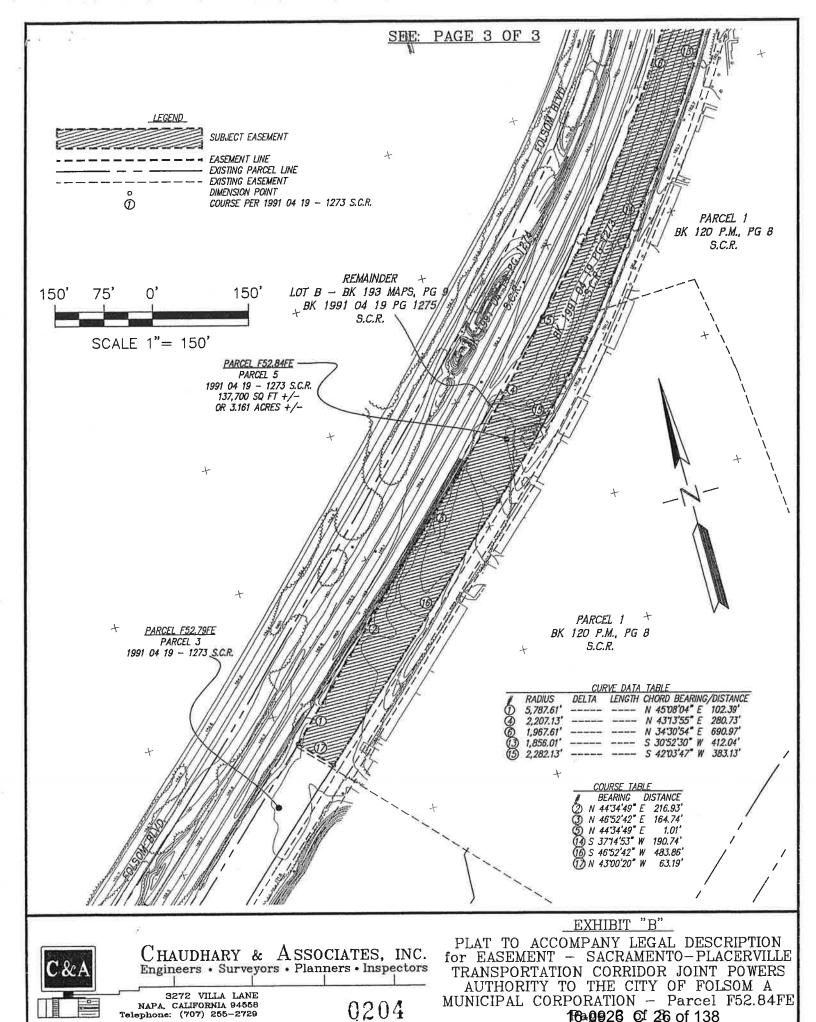
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David L. Adams

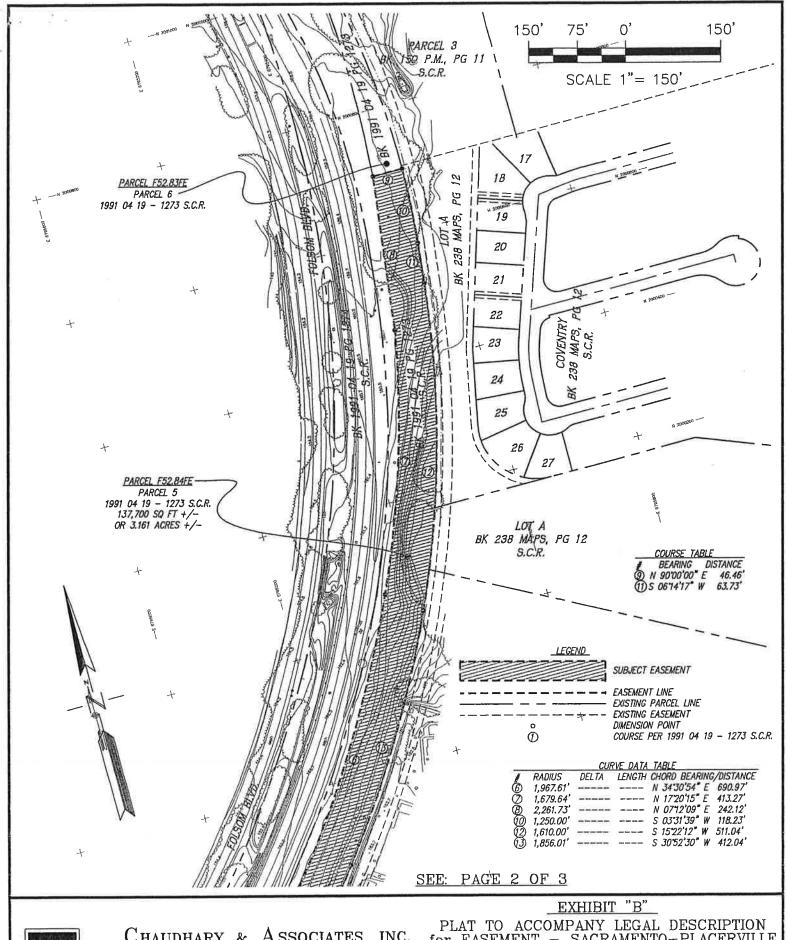
License expires:

P.L.S. No. 7587

12/31/03



0010101/LEGALS/26PLF10101 DWG





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3272 VILLA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729

0205

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT — SACRAMENTO—PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION — Parcel F52.84FE 118aQ926 Gf 27. of 138

Sacramento-Placerville Transportation Corridor Joint Powers Authority, a California joint powers agency to the City of Folsom, a municipal corporation A.P.N. 071-020-073 (portion) A.P.N. 071-020-074 (portion) A.P.N. 072-010-066

Exhibit A Legal Description

Parcel F52.86FE - Easement

An easement, over upon and across real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being a portion of Parcel G, Parcel H, Parcel I and Parcel J as said parcels are described in the Judgment Quieting Title, entered June 30, 1924, in Action Number 26354, Decree Number 19370, recorded September 20, 1924 in Book 692 of Deeds at Page 114 of Official Records of Sacramento County more particularly described as follows;

From a **Point of Beginning**, being the most northeasterly point of the parcel of land described in that certain grant deed to the City of Folsom, recorded April 19, 1991 in Book 1991 04 19 at Page 1275 of Official Records of Sacramento County;

Thence, along the northwesterly line of Parcel 5 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991 in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County, on a curve, concave to the northwest, having a radial which bears South 45°20'25" East, a radius of 1,967.61 feet, a central angle of 20°15'27" and a chord bearing and distance of North 34°31'52" East, 692.05 feet, northeasterly along the arc of last said curve 695.67 feet to a non-tangent curve concave to the northwest, having a radial which bears, South 65°35'45" East, a radius of 1,697.64 feet, a central angle of 14°08'00" and a chord bearing and distance of North 17°20'15" East, 413.27 feet;

Thence, northeasterly and northerly along the arc of last said curve 414.32 feet to a compound curve concave to the west, having a radius of 2,261.73 feet, a central angle of 6°08'18" and a chord bearing and distance of North 7°12'11" East, 242.09 feet;

Thence, northerly along the arc of last said curve 242.20 feet to a point on the westerly line of Parcel 6 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991 in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County, being a non-tangent curve concave to the west, having a radial which bears South 85°51'53" East, a radius of 2,261.73 feet, a central angle of 1°39'52" and a chord bearing and distance of North 3°18'11" East, 65.70 feet;

Thence, northerly along the arc of last said curve 65.70 feet to a non-tangent curve concave to the west, having a radial which bears South 87°31'50" East, a radius of 1,848.55 feet, a central angle of 14°15'35" and a chord bearing and distance of North 4°39'38" West, 458.88 feet;

Thence, northerly along the arc of last said curve 460.07 feet to a point on the easterly line of said Parcel G;

Thence along the last said easterly line of Parcel G, North 13°47'44" West, 2,565.82 feet to a point on the southerly line of said Parcel H;

Page 1 of 13.

Thence along last said southerly line, North 76°12'16" East, 1.00 feet to a point on the easterly line of said Parcel H, being a non-tangent curve concave to the east, having a radial which bears South 76°29'02" West, a radius of 1,432.47 feet, a central angle of 9°07'32" and a chord bearing and distance of North 8°57'12" West, 227.91 feet;

Thence, northerly along the arc of last said curve 228.15 feet to a point on the southerly line of said Parcel I;

Thence along last said southerly line, South 59°19'31" East, 1.30 feet to a point on the easterly line of said Parcel I, being a non-tangent curve concave to the east, having a radial which bears South 80°50'47" West, a radius of 2,794.84 feet, a central angle of 20°33'24" and a chord bearing and distance of North 1°07'29" East, 997.36 feet;

Thence, northerly along the arc of last said curve 1,002.74 feet;

Thence continuing along last said easterly line, North 11°24'11" East, 5.04 feet to a point on the easterly line of said Parcel J:

Thence along last said easterly line, North 11°24'11" East, 1,197.38 feet to the northeast corner of said Parcel J;

Thence along the northerly line of last said Parcel J, South 53°04'11" West, 132.82 feet;

Thence leaving last said northerly line, South 11°25'08" West, 186.13 feet;

Thence, South 12°00'18" West, 51.02 feet;

Thence, South 9°50'17" West, 103.00 feet;

Thence, South 11°11'40" West, 154.40 feet;

Thence, South 11°08'15" West, 363.99 feet;

Thence, South 9°59'38" West, 52.06 feet;

Thence, South 9°35'24" West, 48.90 feet;

Thence, South 8°42'55" West, 51.77 feet;

Thence, South 9°39'58" West, 110.00 feet;

Thence, South 10°12'55" West, 49.18 feet;

Thence, South 8°03'52" West, 52.74 feet;

Thence, South 3°40'06" West, 78.42 feet;

Thence, South 87°20'44" East, 5.81 feet to a non-tangent curve concave to the east, having a radial which bears North 87°20'44" West, a radius of 2,010.00 feet, a central angle of 0°36'12" and a chord bearing and distance of South 2°21'10" West, 21.17 feet;

Thence, southerly along the arc of last said curve 21.17 feet to a compound curve concave to the east, having a radius of 4,000.00 feet, a central angle of 0°49'45" and a chord bearing and distance of South 1°38'11" West, 57.88 feet;

Page 2 of 13.

Thence, southerly along the arc of last said curve 57.89 feet; Thence, South 1°13'19" West, 103.91 feet; Thence, North 88°46'41" West, 17.71 feet; Thence, South 5°23'15" West, 28.78 feet; Thence, South 1°39'47" West, 153.71 feet; Thence, South 4°22'34" West, 50.53 feet; Thence, South 4°38'46" West, 53.51 feet; Thence, South 3°13'25" West, 53.97 feet; Thence, South 2°51'31" East, 53.80 feet; Thence, South 5°31'18" East, 99.58 feet; Thence, South 7°15'55" East, 47.81 feet; Thence, South 13°31'41" East, 24.59 feet; Thence, South 8°56'57" East, 114.06 feet to a tangent curve concave to the east, having a radius of 1,260.00 feet, a central angle of 2°58'35" and a chord bearing and distance of South 10°26'14" East, 65.45 feet; Thence, southerly along the arc of last said curve 65.45 feet; Thence, South 11°55'32" East, 23.70 feet; Thence, South 13°20'26" East, 400.24 feet; Thence, South 13°29'24" East, 52.24 feet; Thence, South 13°35'15" East, 209.61 feet; Thence, South 13°41'33" East, 53.52 feet; Thence, South 14°21'17" East, 52.82 feet; Thence, South 17°11'23" East, 51.39 feet; Thence, South 19°55'01" East, 38.92 feet; Thence, North 75°46'58" East, 2.53 feet to a non-tangent curve concave to the west, having a radial which bears

North 75°46'58" East, a radius of 12,490.00 feet, a central angle of 1°24'43" and a chord bearing and distance of South 13°30'41" East, 307.82 feet;

Thence, southerly along the arc of last said curve 307.79 feet;

Thence, South 9°51'09" East, 41.98 feet;

Thence, South 6°43'13" East, 91.87 feet;

Page 3 of 13.

Thence, South 13°29'17" East, 114.83 feet;

Thence, North 83°30'15" East, 7.83 feet;

Thence, South 10°56'29" East, 19.73 feet;

Thence, South 77°45'31" West, 7.60 feet;

Thence, South 12°24'12" East, 121.47 feet;

Thence, South 12°45'23" East, 103.21 feet;

Thence, South 11°54'00" East, 103.03 feet;

Thence, South 12°57'42" East, 52.69 feet;

Thence, South 13°45'40" East, 156.78 feet;

Thence, South 13°15'21" East, 280.53 feet to a point on the northerly line of that certain parcel of land described in the grant deed to the City of Folsom, recorded April 19, 1991 in Book 1991 04 19 at Page 1274 of Official Records of Sacramento County;

Thence along last said northerly line, North 76°09'00" East, 4.57 feet to a point on the easterly line of the last said parcel to the City of Folsom;

Thence along last said easterly line, South 13°51'00" East, 635.85 feet to a tangent curve concave to the west, having a radius of 1,175.00 feet, a central angle of 20°05'18" and a chord bearing and distance of South 3°48'21" East, 409.86 feet;

Thence, southerly along the arc of last said curve 411.96 feet;

Thence, South 6°14'17" West, 63.73 feet to a tangent curve concave to the west, having a radius of 1,535.00 feet, a central angle of 18°15'50" and a chord bearing and distance of South 15°22'12" West, 487.24 feet;

Thence, southerly along the arc of last said curve 489.30 feet to a compound curve concave to the northwest, having a radius of 1,781.00 feet, a central angle of 12°44'46" and a chord bearing and distance of South 30°52'30" West, 395.39 feet;

Thence, southwesterly along the arc of last said curve 396.20 feet;

Thence, South 37°14'53" West, 190.74 feet to a tangent curve concave to the northwest, having a radius of 2,207.13 feet, a central angle of 2°20'16" and a chord bearing and distance of South 38°25'01" West, 90.05 feet;

Thence, southwesterly along the arc of last said curve 90.06 feet to the Point of Beginning.

Containing 424,366 square feet +/- or 9.742 acres more or less.

End of Description

Page 4 of 13.

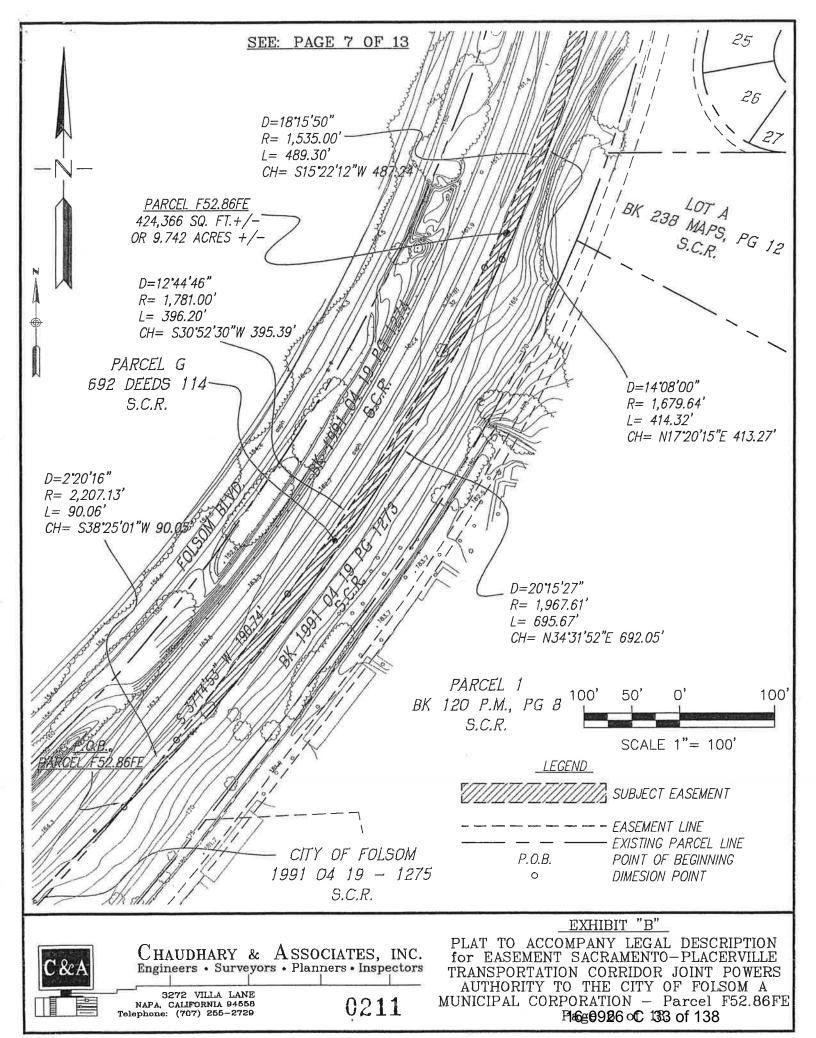
A plat, Exhibit "B" to accompany this description being pages 6 through 13 of 13, are herein made a part of this description.

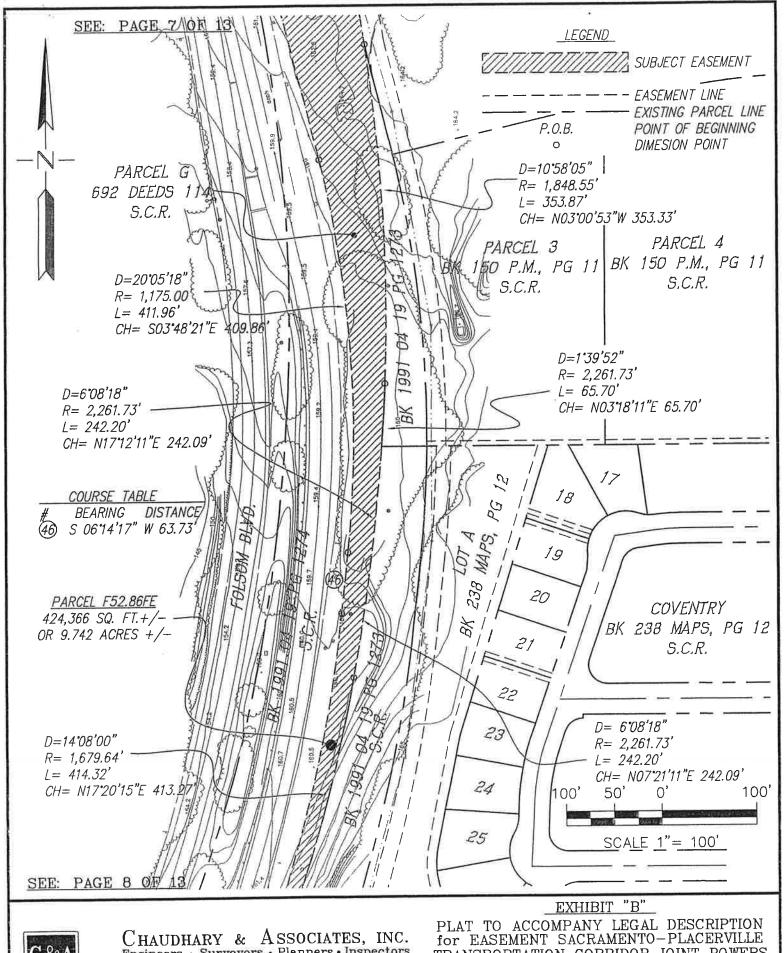
No. 7587

This description was made by me or under my direction in conformance with the Land Surveyors Act.

David L. Adams License expires: P.L.S. No. 7587

12/31/03



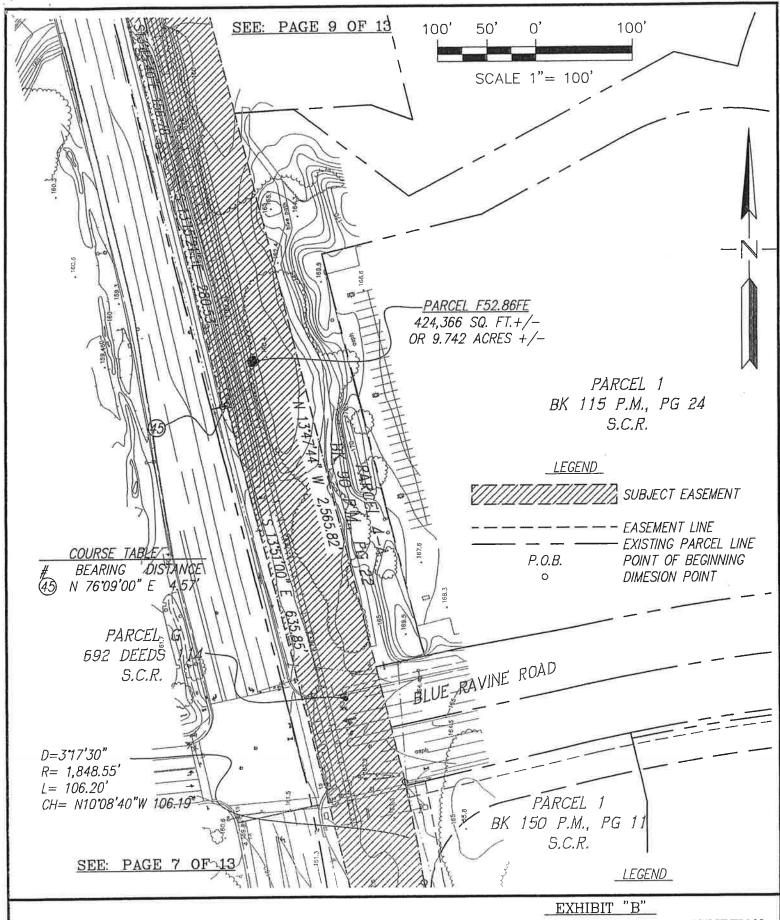


Engineers · Surveyors · Planners · Inspectors

3272 VILLA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729

0212

TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION - Parcel F52.86FE 16a 926 Gf 348 of 138



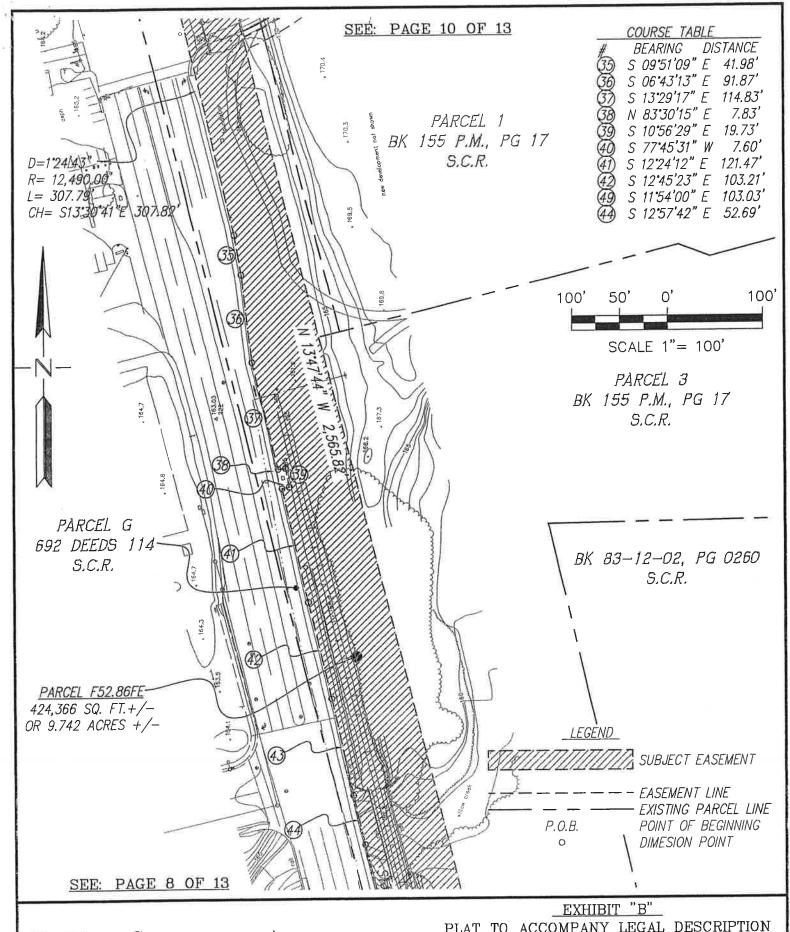


CHAUDHARY & ASSOCIATES, INC. Engineers • Surveyors • Planners • Inspectors

3272 VILLA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729

0213

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT SACRAMENTO—PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION—Parcel F52.86FE 162-1626 6 35 of 138



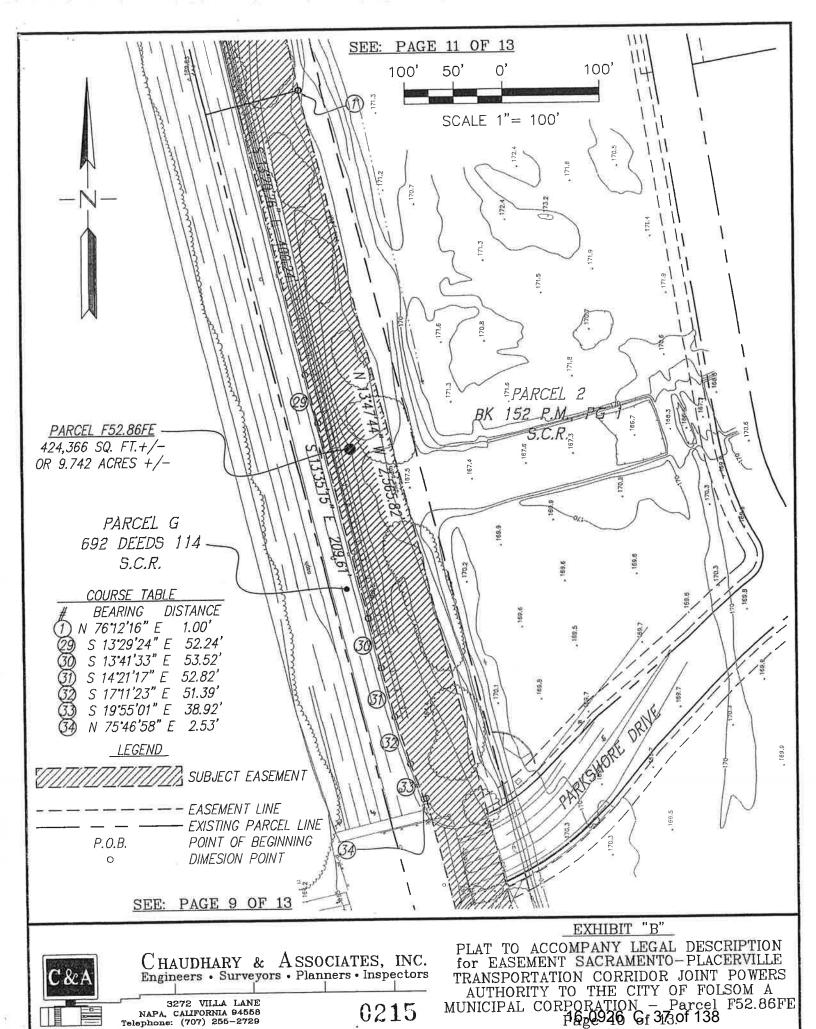


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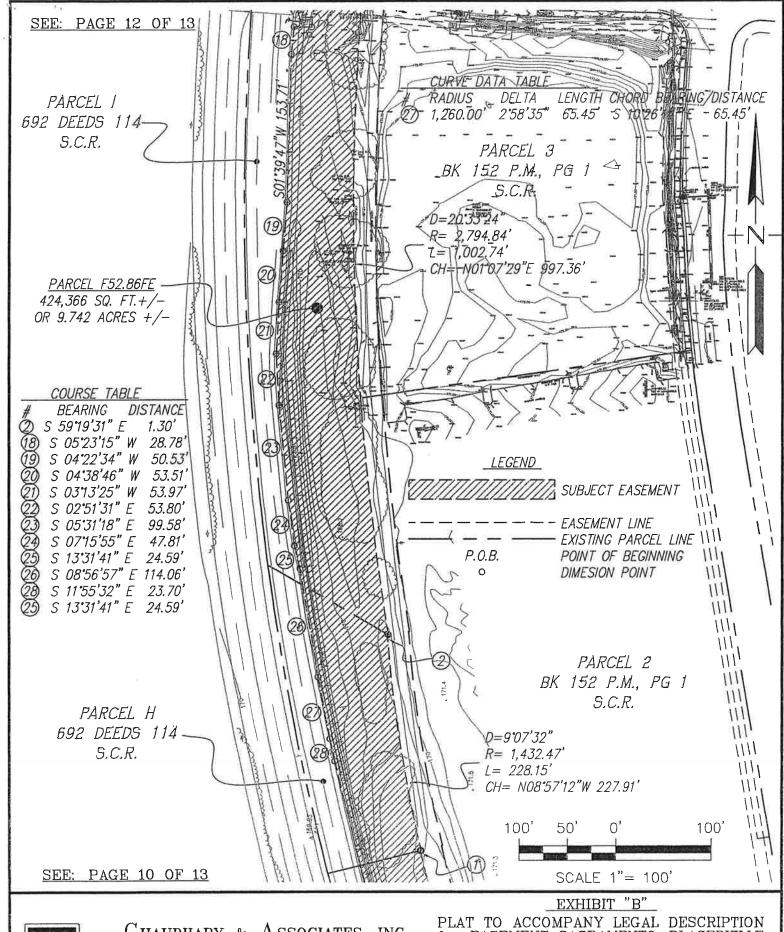
3272 VILLA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729

0214

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION - Parcel F52.86FE 16a925 Gf 3630f 138



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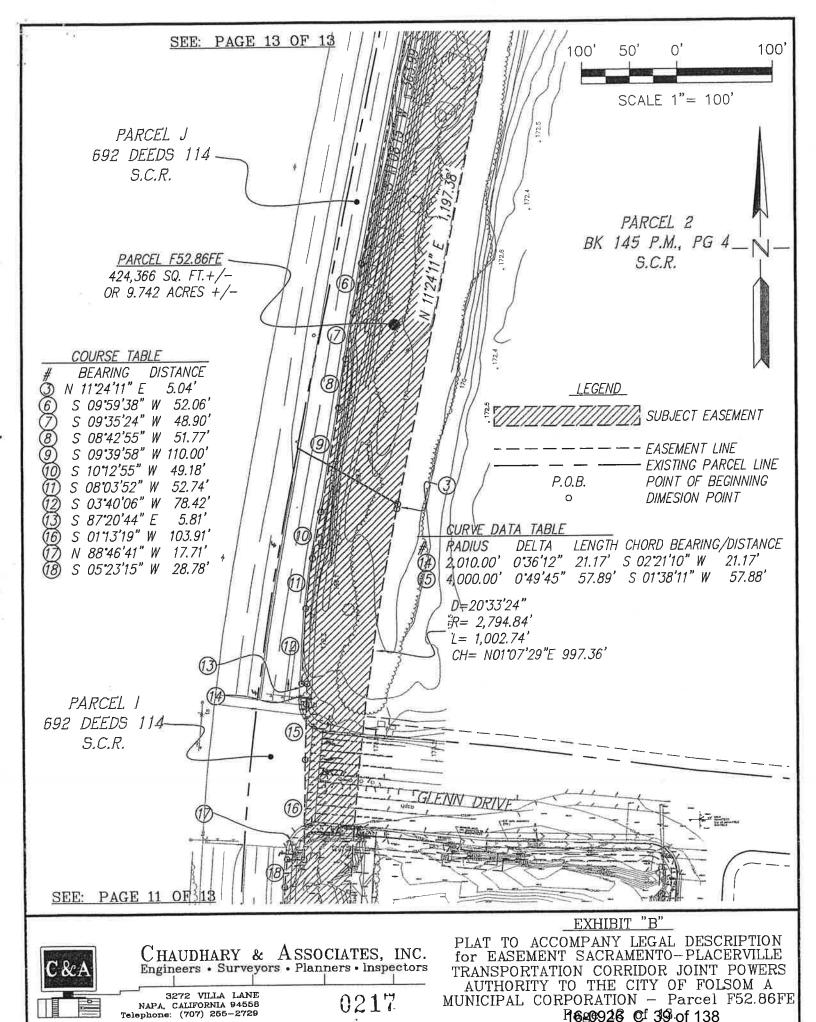


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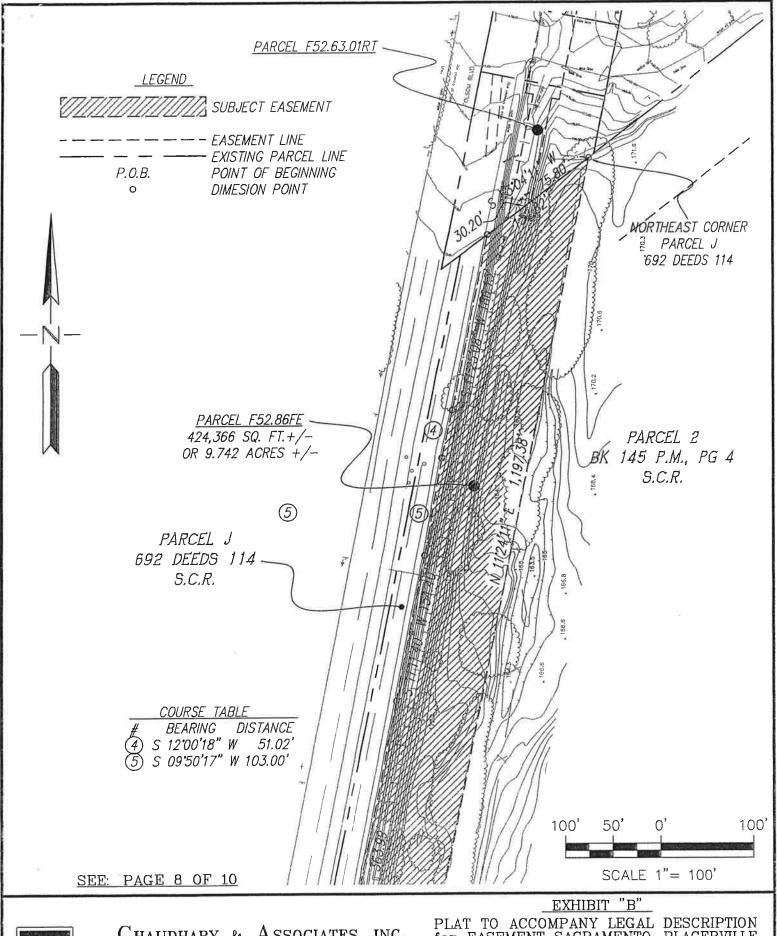
3272 VILLA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729

0216

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION - Parcel F52.86FE P6.6926 Cf 38 of 138



P1686926 Of 39 of 138





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3272 VILLA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729

0218

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION - A Parcel F52.86F

Exhibit B

To Third Amendment to the RUFA

Exhibit B consists of the following:

Folsom Easement Agreement

• Attachment 1- "Property"

APNs:

- 0 072-010-068
- 0 072-0840-020
- o 072-0840-021
- 0 072-0840-023
- 0 072-0840-026
- o 072-0850-012
- 0 072-0850-016
- o 071-020-073 (portion) 071-020-074 (portion) 072-010-066
- Attachment 2 Operating Zone
- Attachment 3- Future Operating Zone

Bate No. 220-266

Folsom Easement Agreement

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made effective as of the 2nd day of September, 2003, by and between the **SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY**, a California joint powers agency ("JPA"), as grantor, and the **CITY OF FOLSOM**, a municipal corporation (the "Grantee"), as grantee.

- 1. <u>Grant of Easement</u>. JPA hereby grants to Grantee an easement (the "Easement") in, on, under, over and through the entire real property (the "Property") described on <u>Attachment 1</u>, attached hereto and incorporated herein. The Easement shall be in gross and personal to Grantee, its successors and assigns. The Easement may be used for any lawful purpose, subject to the limitations set forth in Sections 2 and 3 hereof.
- Use of the Property. The parties hereto acknowledge that the Property is but one segment of a continuous rail corridor (the "Rail Corridor") extending from Sacramento, California, to Placerville, California. The parties hereto further acknowledge that some portions of the Rail Corridor may be subject to reversionary rights in the event portions of the Property (a) cease to be used for transportation purposes and/or (b) are used for purposes inconsistent with any Notice of Interim Trails Use issued by the Interstate Commerce Commission or Surface Transportation Board and any amendments thereto or extensions thereof (the "NITU's"). Notwithstanding anything to the contrary in this Agreement or in the Reciprocal Use and Funding Agreement, dated August 31, 1996 among JPA and its member agencies (as amended from time to time, the "Reciprocal Use Agreement"), Grantee agrees that (i) Grantee shall not use, nor permit the use of, the Property in a manner which could cause any such reversionary rights to vest or otherwise threaten the continuity of the Rail Corridor; (ii) Grantee shall use the Property in accordance with the NITU's; (iii) to the extent a defense is not provided by JPA's title insurer, Grantee shall defend JPA's title to any portion of the Property against any and all claims of title which are adverse to the use of any portion of the Rail Corridor for railroad, trail or other transportation purposes; and (iv) Grantee shall cooperate (at no cost to Grantee) with JPA and its other member agencies in the defense of title to portions of the Rail Corridor other than the Property.

3. Additional Limitations on Use.

a. Concurrently with the granting of the Easement to Grantee, JPA is granting another easement (the "RT Easement") in, on, under, over and through the Property to the Sacramento Regional Transit District ("RT"), which easement is subject gas in

16-0926**0**2 **£20** of 138

to Grantee's existing uses of the Property. The RT Easement is divided into three zones: (i) the "Operating Zone," extending ten feet on either side of the outside edges of RT's initial light rail tracks (as depicted in Attachment 2 of the RT Easement Agreement dated of even date herewith (the "RT Easement Agreement")); (ii) the "Future Operating Zone," extending ten feet on either side of the outside edges of RT/s future light rail tracks that are planned for areas to be double-tracked (as depicted in PLEASE Attachment 3 of the RT Easement Agreement); and (iii) the remainder of the Property. INITIAL Notwithstanding the foregoing, in no event shall the Operating Zone, or the Future Operating Zone, as applicable, extend beyond the boundary line of the Property. RT's construction of double-tracking, the Future Operating Zone shall become part of Mached the Operating Zone.

- Grantee's use of the Property, and JPA's right to grant third-party licenses or other interests in the Property, shall be subject to the following limitations:
- Grantee shall not use the Property, nor may JPA grant thirdparty licenses or other interests in the Property, for any purpose, or in any manner, that unreasonably interferes with RT's ability to use the Property for transportation purposes and for uses reasonably related to transportation purposes, or materially increases the costs of such use by RT. Following the date first above written, any new uses by Grantee, or granting of third-party licenses or other interests in the Property, shall be subject to RT's prior written approval, which approval shall not unreasonably be withheld or delayed.
- Within the Operating Zone, Grantee may install new utilities, and JPA may grant third-party licenses or other interests for utilities, that cross the Operating Zone transversely, provided that the new transverse property interests otherwise meet all of the criteria set forth in Subsection 3.b.i, above, and the new utilities are constructed in compliance with RT's written construction standards for such crossings.
- Grantee may not, however, install any new utilities or В. other facilities (other than as set forth in Subsection A), nor may JPA grant third-party licenses or other interests for such utilities or other facilities (other than as set forth in Subsection A), within the Operating Zone, without RT's prior written approval, which approval may be withheld or granted in RT's sole and absolute discretion.
- Within the Future Operating Zone, RT may condition its iii. approvals given under Section 3.b.i, above, on (A) compliance with construction standards that will avoid the need for relocation of facilities upon double-tracking by RT, or (B) a written agreement between RT and Grantee, and, if applicable, the third-party licensee, that any facilities installed will be relocated at no cost to RT if and when RT commences double-tracking.
- Grantee may not install any new street crossing of the Property, nor request JPA to grant a third-party street crossing agreement across the

Any areas of overlap between the Operating Zone and the Future Operating Zone shall be deemed to be part of the Operating Zone for purposes of this Agreement; in addition, upon

Property, without RT's prior written approval, which approval may be withheld or granted in RT's sole and absolute discretion. Grantee may widen, or otherwise improve, existing street crossings, subject to RT's prior written approval, which shall not unreasonably be withheld or delayed.

- v. Grantee and RT have entered into that certain Light Rail Maintenance and Operations Agreement, dated as of November 14, 1997, and amended in 1999 (as amended from time to time, the "M&O Agreement"), which governs their respective rights and obligations for maintenance and operations on the Property, in addition to other real property. In addition to the terms and conditions of this Agreement, Grantee's rights and obligations with respect to its use of the Property are subject to the terms and conditions of the M&O Agreement. Notwithstanding the foregoing, Grantee agrees that the terms and conditions of this Agreement and the RT Easement Agreement shall control over the terms and conditions of the M&O Agreement in the event of any conflict between said agreements.
- 4. Responsibility for Property Agreements. The parties hereto acknowledge that JPA's title to the Property is subject to existing leases, easements, licenses and other agreements and may be subject to future leases, easements, licenses and other agreements (collectively, the "Property Agreements"). Grantee shall, at its sole cost and expense, manage and perform JPA's obligations under the Property Agreements. Grantee shall be entitled to receive any and all income from existing Property Agreements to the extent JPA would otherwise be entitled to receive such income. Net income from any future Property Agreements shall be allocated between Grantee and RT, as set forth in Section 6.
- 5. <u>Expenses of Management, Improvement, Operation and Maintenance;</u> <u>Indemnity</u>.
- Grantee and RT shall bear any and all expenses associated with this Easement, including, without limitation, any and all expenses of managing. improving, operating and maintaining the Property, as they may agree. Subject to the qualifications set forth below, Grantee shall indemnify, defend and hold harmless JPA and its member agencies, their officers, directors, employees and agents (collectively, the "Indemnitees") from and against any and all Losses (as defined below) arising out of or in any way related to (i) JPA's ownership of the Property (including, without limitation, any defects in JPA's title to the Property or common carrier liabilities, if any, associated with the acquisition of the Property by JPA), (ii) Grantee's ownership of the Easement, (iii) any act or omission to act of Grantee or JPA in connection with the Easement or the Property (including, without limitation, any act or omission which results in a breach of this Agreement, the assertion of reversionary rights anywhere along the Rail Corridor or a claim of default under the Property Agreements), or (iv) any other occurrence above, on, or under, the Property; provided, however, that this indemnity shall not apply to Losses arising out of the sole negligence or willful misconduct of any Indemnitee. As used in this Agreement, the term "Losses" means claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative BAS by CA

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or judicial proceedings (including, but not limited to, condemnation, inverse condemnation and quiet title actions initiated or defended, by Grantee, JPA or any of its member agencies) and orders, judgments, remedial action requirements, enforcements and actions of any kind (including, but not limited to, clean-up actions) and all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorney's fees and costs of defense.

- Notwithstanding the provisions of Subsection 5.a, above, the liability b. allocation provisions of this Subsection 5.b shall control only if the RT Easement Agreement has been duly executed and recorded. The M&O Agreement between Grantee and RT allocates their respective liabilities with respect to the Property and their operations thereon. If the M&O Agreement allocates any of the liabilities set forth in Subsection 5.a, above, between Grantee and RT, such liabilities shall be so allocated hereunder. If the M&O Agreement does not expressly allocate some of the liabilities set forth in Subsection 5.a, above, such liabilities shall be the joint and several responsibility of both Grantee and RT.
- Restrictions on Transfers and Encumbrances. Except as provided in Section 7 of the Reciprocal Use Agreement, Grantee shall not sell, transfer, convey, alienate, encumber, hypothecate, pledge or otherwise dispose of any interest in the Property. If JPA grants any license or other interest in the Property to a third party, the net income therefrom (including one-time payments as well as ongoing income) shall be allocated equally between Grantee and RT. Charges to third parties for licenses or other interests in the Property shall be assessed at the then-current fair market value of the license or other Property interest granted. Notwithstanding the foregoing, the parties agree that RT will be entitled to all net income resulting from any Transfer of property rights in and to the Property for RT's transportation use and reasonably related uses of the Property under the RT Easement Agreement. To the extent any property rights are granted over and above the past property rights for RT's transportation use and reasonably related uses such property rights shall be subject to the allocation set forth in the second sentence of this Section.
- Remedies. In the event Grantee fails to cure any violation of this Agreement within thirty (30) days following receipt of written notice thereof from JPA or, if such violation cannot reasonably be cured within said period, fails to commence curing such violation within said period and diligently prosecute said cure to completion, JPA may pursue any remedy available to it at law or in equity, including, but not limited to, specific performance of the covenant set forth in Section 2 or, in the alternative, injunctive relief to stop such breach. This Agreement may be used as the basis for a temporary restraining order and/or preliminary or permanent injunction against any such breach or threatened breach of said covenant without the necessity of posting a bond or providing sureties in connection therewith.
- Further Acts. JPA and Grantee covenant and agree to execute such other and 8. further instruments, and perform such other and further acts, as may be reasonably necessary to fully carry out the intent of this Agreement.
- Notices. Notices given under this Agreement shall be in writing and shall either be given personally, or delivered by first-class United States mail or other means

of written communication. Notices shall be deemed received at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices shall be directed to the parties at the addresses shown below. Any party may change the party's address for purposes of this Section by giving written notice of the new address to the other parties.

JPA:

John Segerdell

Sacramento-Placerville Transportation Corridor

Joint Powers Authority c/o Regional Transit 2811 O Street

Sacramento, CA 95814

Grantee:

Director of Public Works

City of Folsom 50 Natoma Street Folsom, CA 95630

With a copy to: City Manager

- 10. <u>Successors</u>. This Agreement shall bind and inure to the benefit of the respective successors of the parties hereto except as herein expressly provided.
- 11. <u>Governing Law</u>. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 12. <u>Integration, Amendment and Waiver</u>. This Agreement and the Reciprocal Use Agreement constitute the entire Agreement, and supersede all prior and contemporaneous agreements, representations and understandings, of the parties concerning the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 13. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.
- 14. <u>Authority.</u> Each of the signatories to this Agreement represents that he or she is authorized to sign the Agreement on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to

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this Agreement.

- 15. Ambiguities. The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.
- 16. <u>Third Party Beneficiaries</u>. RT shall be a third party beneficiary of the terms and conditions of this Agreement. Except as provided in the foregoing sentence, nothing in this Agreement, express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person other than the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

By: Kerri Howell, Chair		
By:John C. Segerdell,	CEO	*
Approved as to Legal Forr	n:	
Paul J. Chrisman, General Counsel	n	ਗੋ
CITY OF FOLSOM	ži.	
By Martha Clark Lofgre City Manager	 en,	



Approved as to Content:
By Richard J. Lorenz, Director of Public Works
Approved as to Legal Form:
Steven P. Rudolph, City Attorney
Attest:
By Christa Schmidt, Interim City Clerk



Attachment 1

To Folsom Easement Agreement "Property"

Legal Descriptions

APNs:

- 072-010-068
- 072-0840-020
- 072-0840-021
- 072-0840-023
- 072-0840-026
- 072-0850-012
- 072-0850-016
- 071-020-073 (portion) 071-020-074 (portion) 072-010-066

ATTACHMENT 1

Sacramento-Placerville Transportation Corridor Joint Powers Authority to the City of Folsom, A.P.N. 072-010-068

Parcel F52.75FE. Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being a portion of Parcel D, a portion of Parcel E, a portion of Parcel F and a portion of Parcel G as said parcels are described in the Judgment Quieting Title, entered June 30, 1924, in Action Number 19370, recorded September 20, 1924 in Book 692 of Deeds at Page 114 of Official Records of Sacramento County, more particularly described as follows;

Beginning, at the intersection of the northerly line of that certain parcel described in the deed to the State of California, recorded February 24, 1961 in Book 4200 at page 675 of Official Records of Sacramento County, with the northwesterly line of said Parcel D;

Thence along the last said northwesterly line of Parcel D, on a curve, concave to the southeast, having a radial which bears North 51°59'21" West, a radius of 5,770.86 feet, a central angle of 4°33'56" and a chord bearing and distance of North 40°17'37" East, 459.72 feet, northeasterly along the arc of said curve 459.85 feet to a point on the southerly line of said parcel E;

Thence along last said southerly line, South 88°41'40" West, 0.43 feet to a non-tangent curve, concave to the southeast, having a radial which bears North 47°25'36" West, a radius of 5,771.17 feet, a central angle of 0°58'34" and a chord bearing and distance of North 43°03'41" East, 98.31 feet;

Thence, northeasterly along the arc of said curve 98.32 feet to a point on the a point on the southeasterly line of the parcel of land described in that certain grant deed to the City of Folsom, a Municipal Corporation, recorded April 19, 1991 in Book 1991 04 19 at Page 1274 of Official Records of Sacramento County, being a non-tangent curve, concave to the southeast, having a radial which bears North 46°27'08" West, a radius of 1,277.51 feet, a central angle of 8°28'50" and a chord bearing and distance of North 47°47'17" East, 188.92 feet;

Thence, northeasterly along the arc of said curve 189.09 feet;

Thence, North 52°01'42" East, 522.58 feet to a tangent curve, concave to the northwest, having a radius of 1,475.00 feet, a central angle of 5°02'02" and a chord bearing and distance of North 49°30'41" East, 129.55 feet;

Thence, northeasterly along the arc of said curve 129.59 feet;

Thence, North 46°59'40" East, 1,219.47 feet to a tangent curve, concave to the southeast, having a radius of 1,525.00 feet, a central angle of 1°22'14" and a chord bearing and distance of North 47°40'47" East, 36.48 feet;

Thence, northeasterly along the arc of said curve 36.48 feet;

Thence, North 48°21'54" East, 929.82 feet to a tangent curve, concave to the northwest, having a radius of 1,475.00 feet, a central angle of 1°29'12" and a chord bearing and distance of North 47°37'18" East, 38.27 feet;

Thence, northeasterly along the arc of said curve 38.27 feet;

Thence, North 46°52'42" East, 1,071.37 feet to a point on the northwesterly line of Parcel 5 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991 in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

Page 1 of 8.

Thence along last said northwesterly line, South 44°34'49" West, 216.84 feet to a non-tangent curve, concave to the northwest, having a radial which bears South 45°22'20" East, a radius of 5,787.61 feet, a central angle of 1°00'49" and a chord bearing and distance of South 45°08'05" West, 102.39 feet;

Thence, southwesterly along the arc of said curve 102.39 feet to a point on the northwesterly line of Parcel 4 as said parcel is described in the last said grant deed to the Southern Pacific Transportation Company, being a compound curve, concave to the northwest, having a radial which bears South 44°21'31" East, a radius of 5,787.61 feet, a central angle of 1°21'11" and a chord bearing and distance of South 46°19'04" West, 136.67 feet;

Thence, southwesterly along the last said northwesterly line of Parcel 4 and the arc of said curve 136.68 feet;

Thence, South 46°59'40" West, 149.89 feet;

Thence, North 27°10'20" West, 0.42 feet;

Thence, South 46°59'40" West, 1,073.57 feet to a point on the northwesterly line of Parcel 3 as said parcel is described in the last said grant deed to the Southern Pacific Transportation Company;

Thence along last said northwesterly line of Parcel 3, South 46°59'40" West, 605.43 feet;

Thence, South 28°00'20" East, 0.42 feet;

Thence, South 46°59'40" West, 294.46 feet to a point on the northwesterly line of Parcel 2 as said parcel is described in the last said grant deed to the Southern Pacific Transportation Company;

Thence along last said northwesterly line of Parcel 2, South 46°59'40" West, 884.74 feet to a point on the northwesterly line of Parcel 1 as said parcel is described in the last said grant deed to the Southern Pacific Transportation Company;

Thence along last said northwesterly line of Parcel 1, South 46°59'40" West, 323.26 feet to a point on the southeasterly line of said Parcel E, being a tangent curve, concave to the southeast, having a radius of 5,671.61 feet, a central angle of 3°26'48" and a chord bearing and distance of South 45°16'16" West, 341.13 feet;

Thence along the last said southeasterly line of Parcel E, southwesterly along the arc of said curve 341.18 feet to a point on the southerly line of said Parcel E;

Thence along last said southerly line, South 78°23'13" West, 0.51 feet to a point on the southeasterly line of said Parcel D, being a non-tangent curve, concave to the southeast, having a radial which bears North 46°27'14" West, a radius of 5,671.86 feet, a central angle of 3°38'18" and a chord bearing and distance of South 41°43'37" West, 360.14 feet;

Thence along the last said southeasterly line of said Parcel D, southwesterly along the arc of said curve 360.17 feet to a point on the northerly line of the said parcel described in the deed to the State of California, recorded February 24, 1961 in Book 4200 at page 675 of Official Records of Sacramento County;

Thence along last said northerly line, South 80°26'43" West, 80.66 feet to a non-tangent curve, concave to the southeast, having a radial which bears North 50°42'21" West, a radius of 5,724.61 feet, a central angle of 0°46'29" and a chord bearing and distance of South 38°54'25" West, 77.40 feet;

Thence, southwesterly along the arc of said curve 77.41 feet;

Page 2 of 8.

Thence, South 80°26'59" West, 68.87 feet to the Point of Beginning.

Containing 178,111 square feet +/- or 4.089 acres more or less.

End of Description

A plat, Exhibit "B" to accompany this description being pages 4 through 8 of 8, is herein made a part of this description.

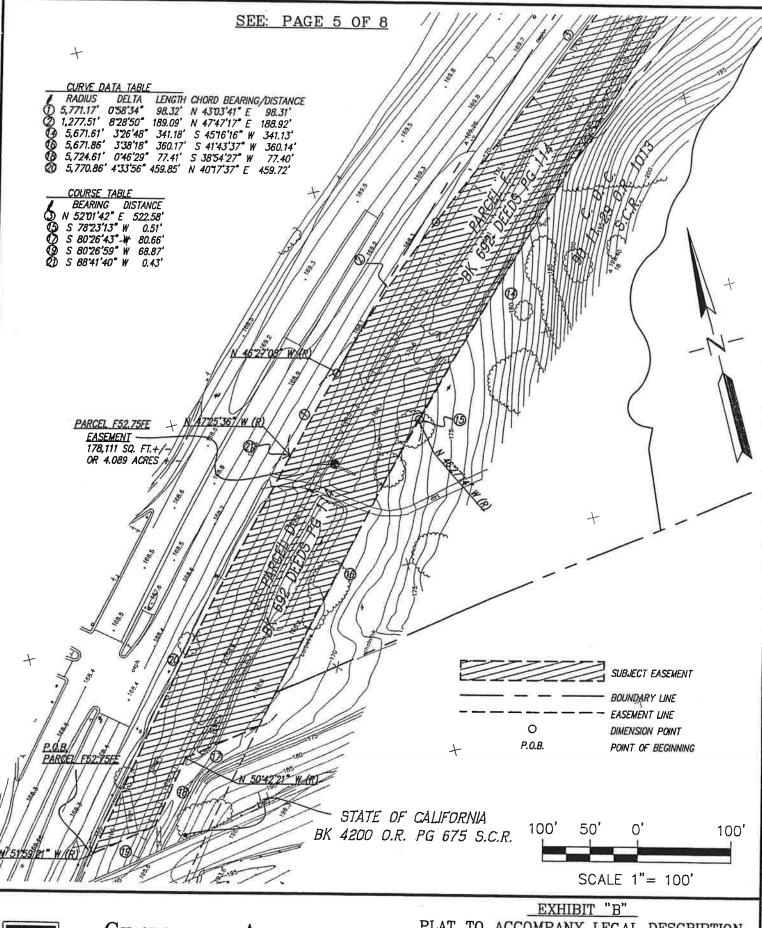
This description was made by me or under my direction in conformance with the Land Surveyors Act.

David L. Adams

License expires:

P.L.S. No. 7587

12/31/0.



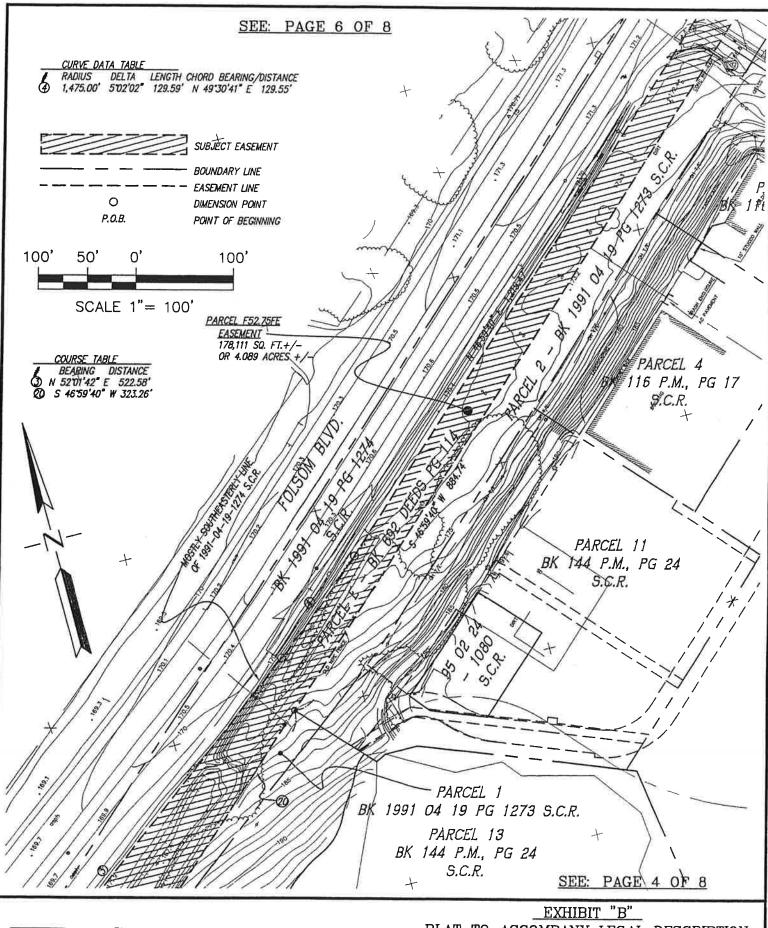


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PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT, SACRAMENTO-PLACERVILLE

TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION C PASS 52.75FE Page 4 of 8.



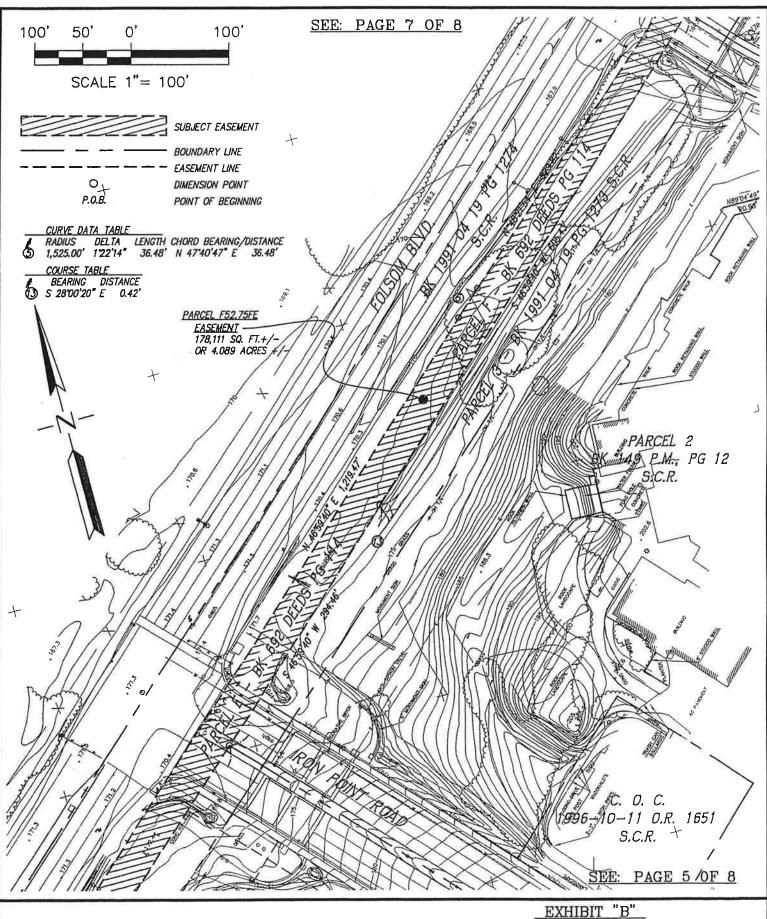


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0233

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT, SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORAGEONC-55 AFC 638 F52.75 FE Page 5 of 8.



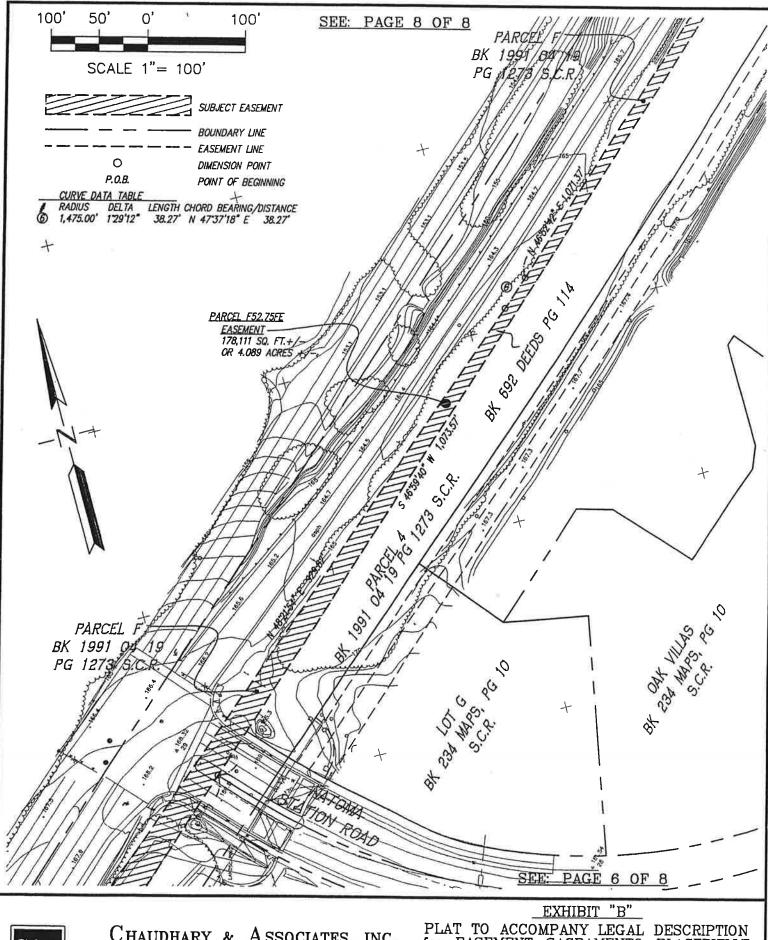


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PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT, SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORDION -500 feb 52.75 FE

Page 6 of 8.



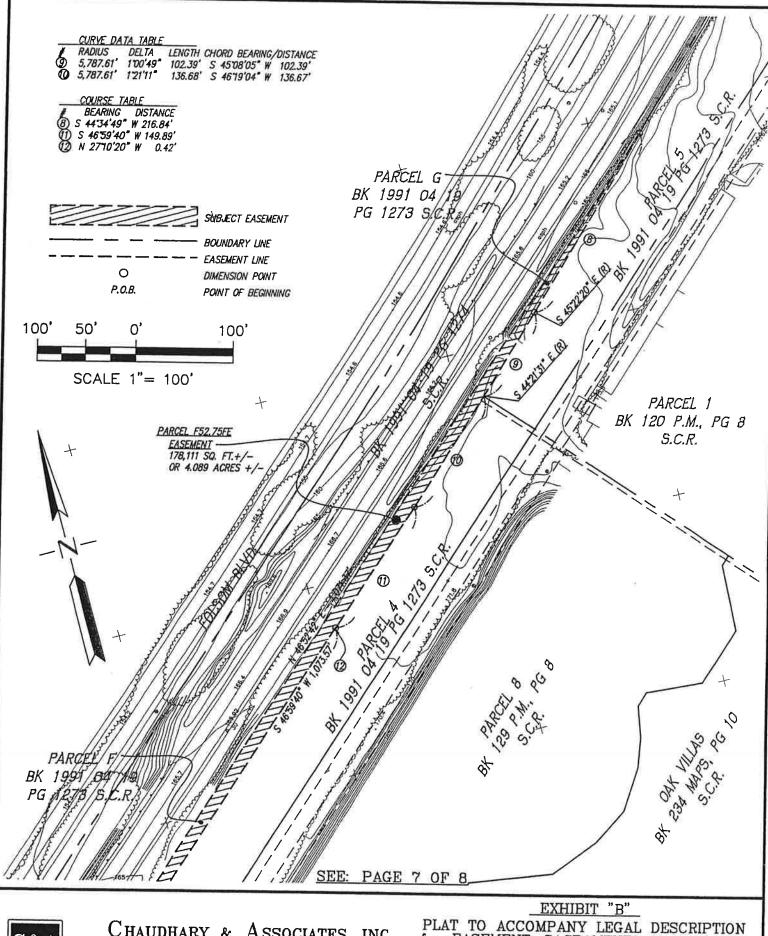
C&A

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0235

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT, SACRAMENTO—PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORAGION C 57 and cris 852.75FE Page 7 of 8.



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0236

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT, SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORAGION C \$3.5443\$52.75FE Page 8 of 8.

Sacramento-Placerville Transportation Corridor Joint Powers Authority To the City of Folsom, A.P.N. 072-0840-020 Parcel F52.78FE, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 3 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

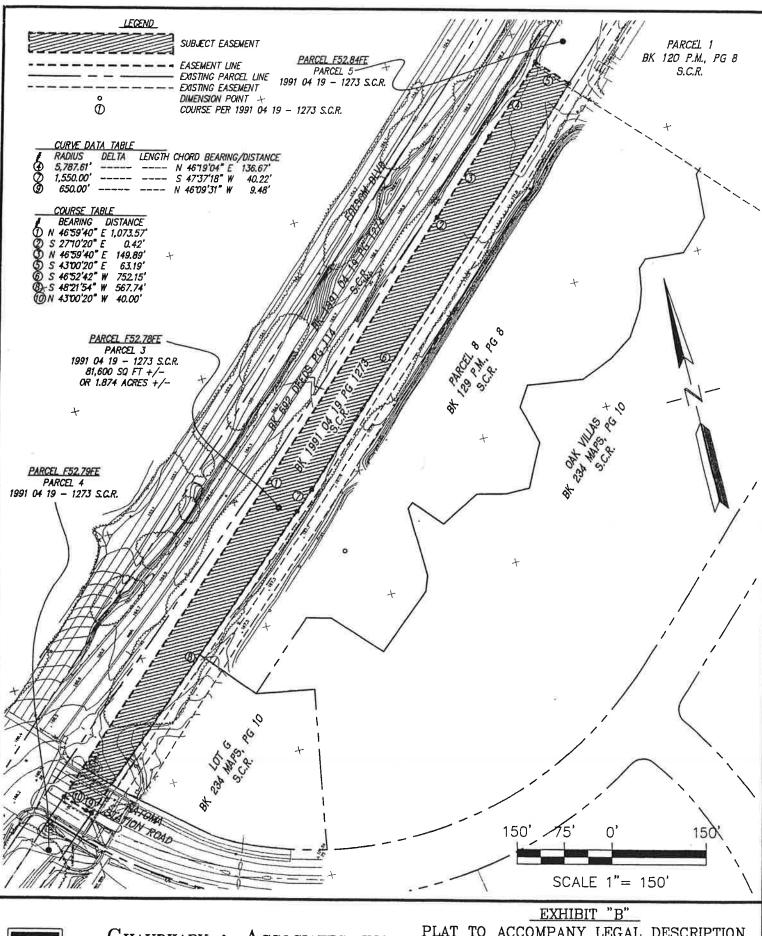
End of Description

A plat, Exhibit "B" to accompany this description being page 2 of 2, is herein made a part of this description.

This description was made by me or under my direction in conformance with the Land Surveyors Act.

David L. Adams

License expires:



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PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT — SACRAMENTO—PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION C—60 of C18 F52.78FE Page 2 of 2.

Sacramento-Placerville Transportation Corridor Joint Powers Authority to the City of Folsom, A.P.N. 072-0840-021
Parcel F52.79FE, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 4 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

End of Description

A plat, Exhibit "B" to accompany this description being page 2 of 2, is herein made a part of this description.

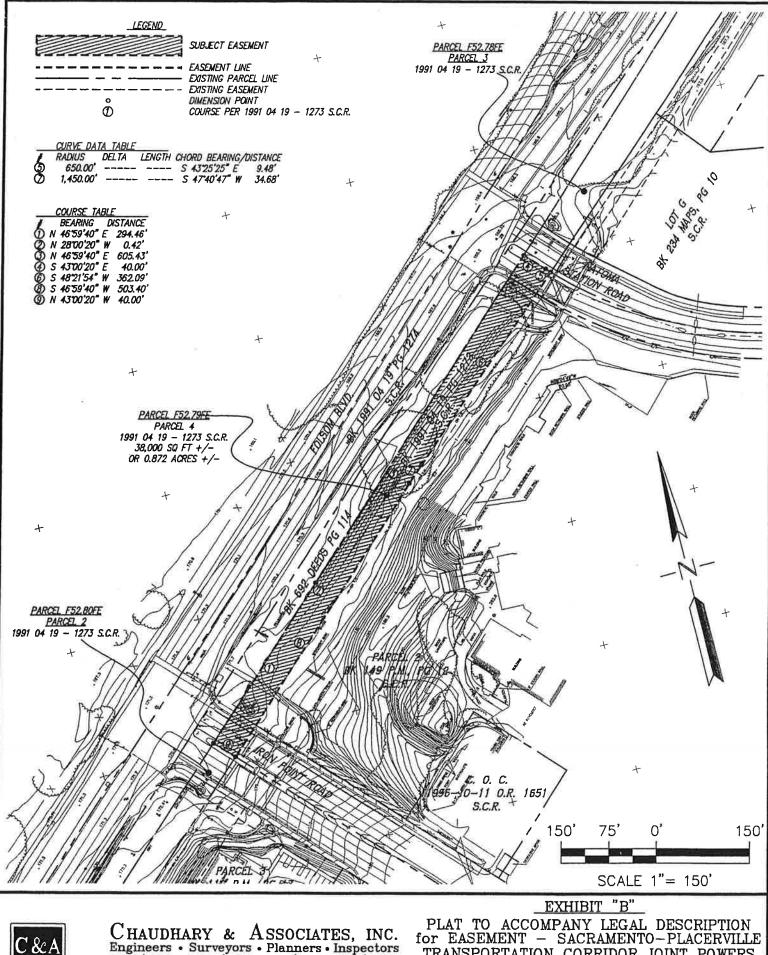
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David L. Adams

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12/31/0.



3272 VILLA LANE
NAPA, CALIFORNIA 84568
Telephone: (707) 255-2729

0240

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT — SACRAMENTO—PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPOGROSCIONC—62Pofde8F52.79FE Page 2 of 2.

Sacramento-Placerville Transportation Corridor Joint Powers Authority To the City of Folsom, A.P.N. 072-0840-023 Parcel F52.80FE, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 2 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

End of Description

A plat, Exhibit "B" to accompany this description being page 2 of 2, is herein made a part of this description.

This description was made by me or under my direction in conformance with the Land Surveyors Act.

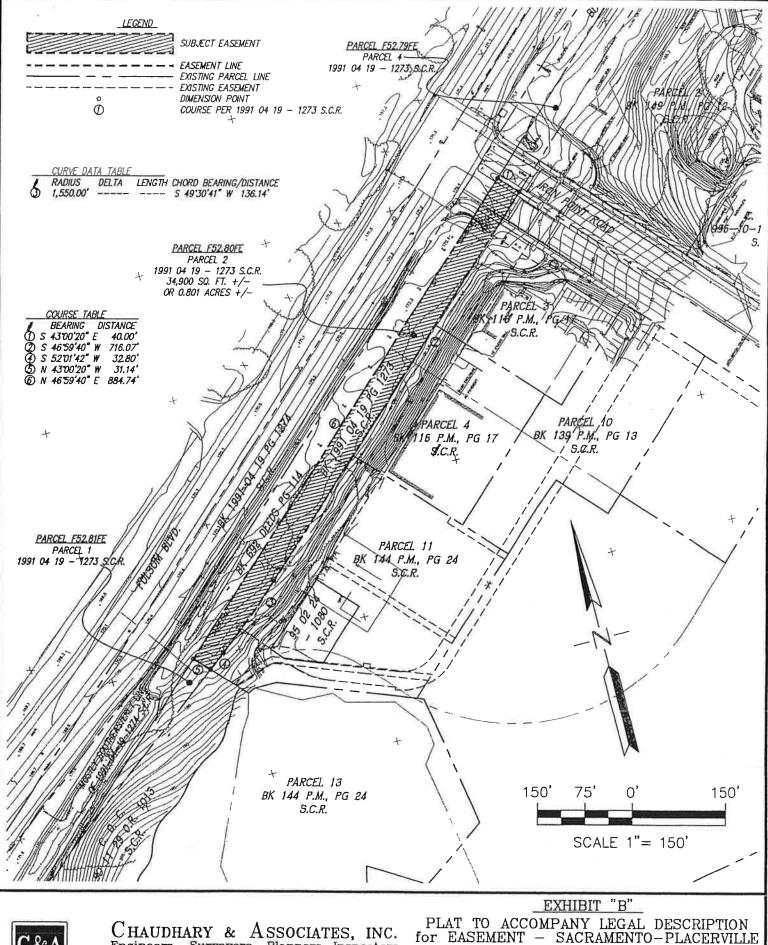
David L. Adams

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No. 7587

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0242

for EASEMENT - SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION - Parcel F52.80FE 1840926 & 64 of 138

Sacramento-Placerville Transportation Corridor Joint Powers Authority To the City of Folsom, A.P.N. 072-0840-026 Parcel F52.81FE, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 1 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

End of Description

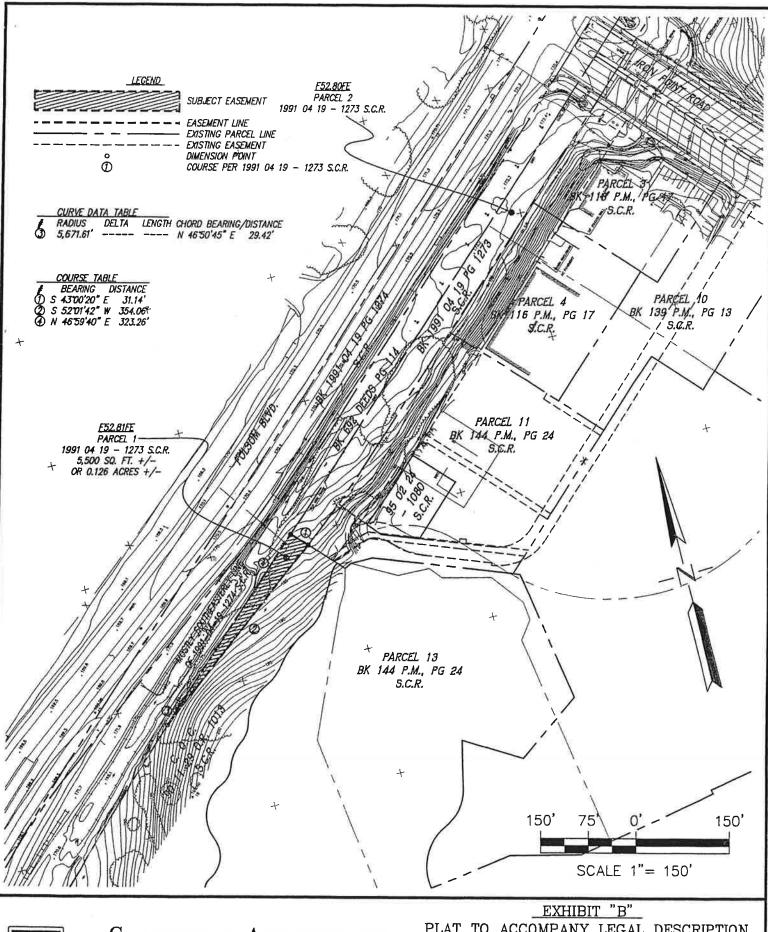
A plat, Exhibit "B" to accompany this description being page 2 of 2, is herein made a part of this description.

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David L. Adams License expires:

P.L.S. No. 7587

12/31/03



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0244

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT — SACRAMENTO—PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION—6 Parcels F52.81FE Page 2 of 2.

Sacramento-Placerville Transportation Corridor Joint Powers Authority to the City of Folsom, A.P.N. 072-0850-012

Parcel F52.83FE, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 6 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

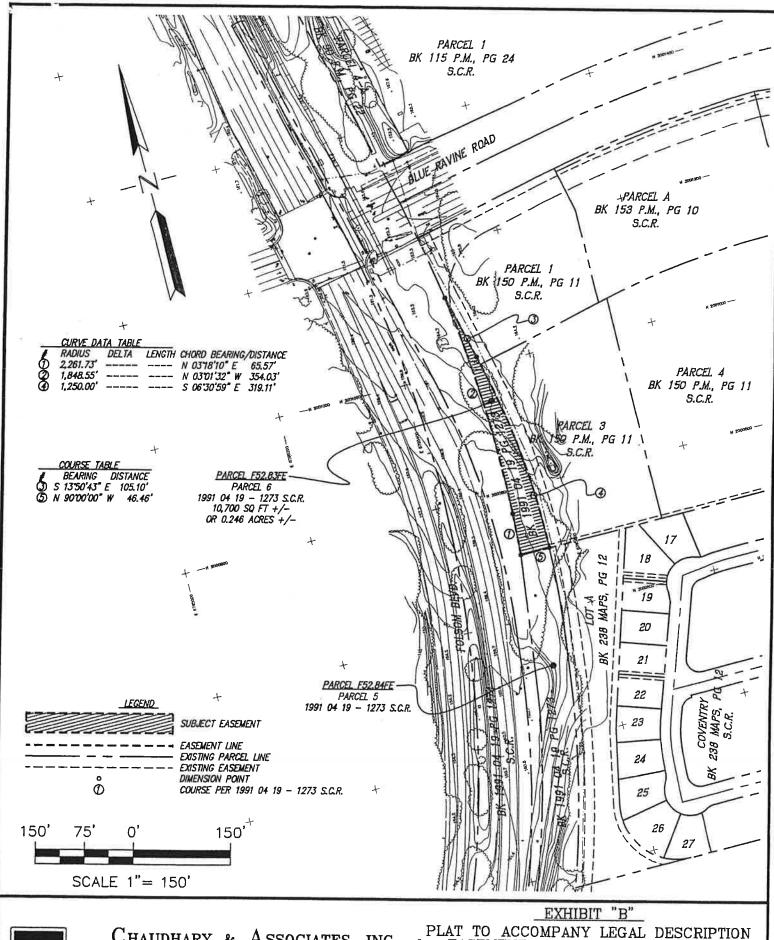
End of Description

A plat, Exhibit "B" to accompany this description being page 2 of 2, is herein made a part of this description.

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0246

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT - SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION C-68000038F52.83FE Page 2 of 2.

Sacramento-Placerville Transportation Corridor Joint Powers Authority to the City of Folsom, A.P.N. 072-0850-016
Parcel F52.84FE, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 5 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

End of Description

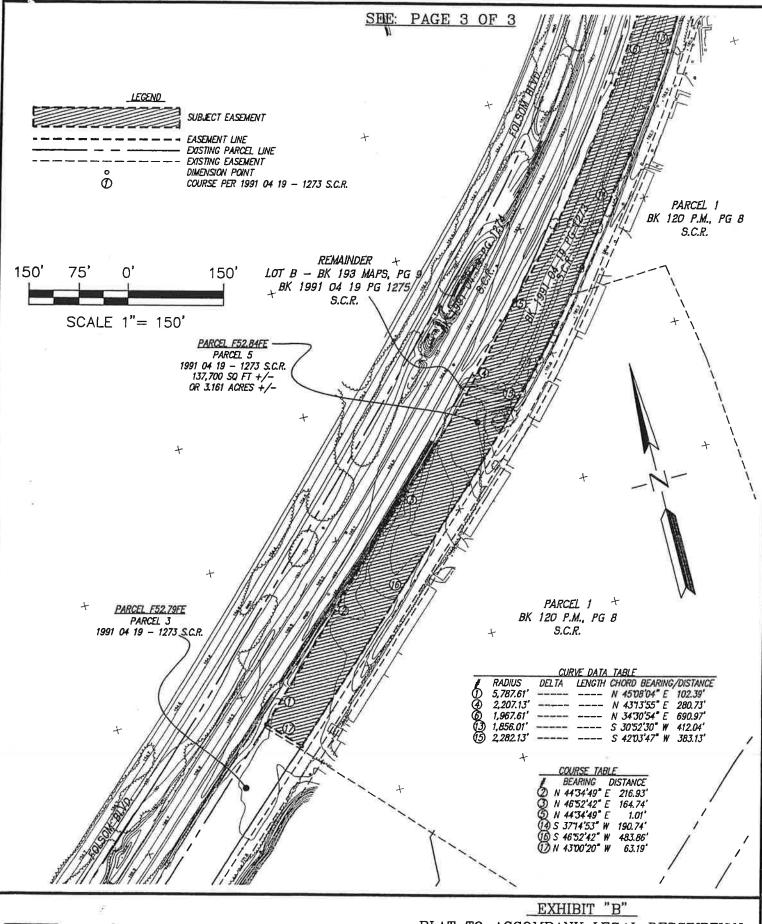
A plat, Exhibit "B" to accompany this description being pages 2 and 3 of 3, is herein made a part of this description.

This description was made by me or under my direction in conformance with the Land Surveyors Act.

David L. Adams

License expires:

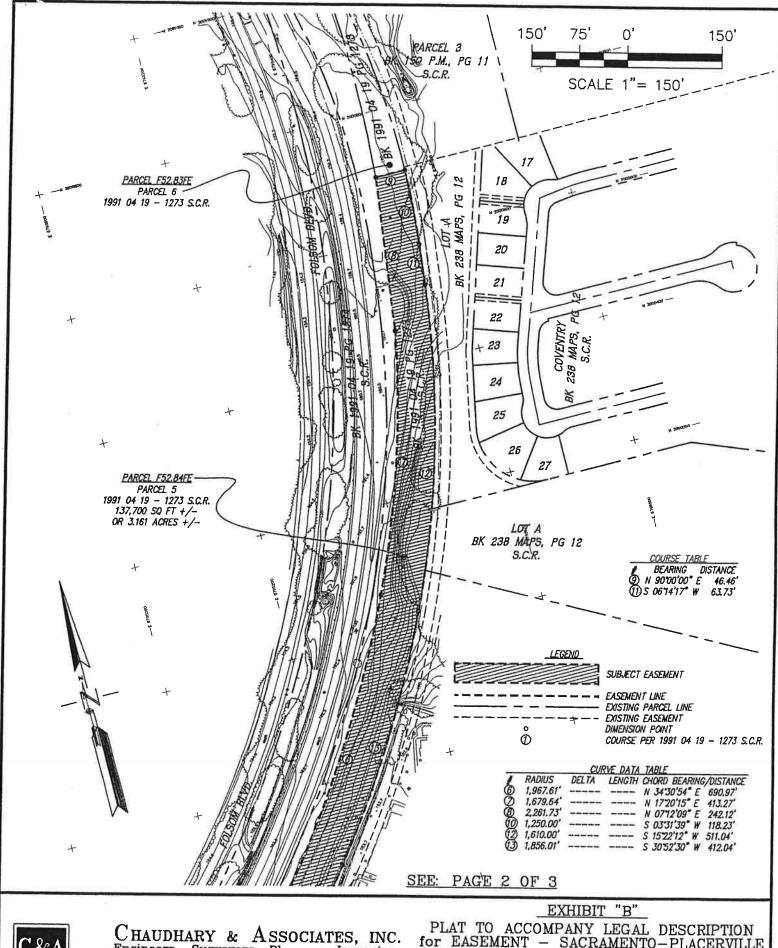
P.L.S. No. 7589





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0249

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT - SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION - Parcel F52.84FE P&g936 of 3.1 of 138 Sacramento-Placerville Transportation Corridor Joint Powers Authority, a California joint powers agency to the City of Folsom, a municipal corporation A.P.N. 071-020-073 (portion) A.P.N. 071-020-074 (portion) A.P.N. 072-010-066

Exhibit A Legal Description

Parcel F52.86FE - Easement

An easement, over upon and across real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being a portion of Parcel G, Parcel H, Parcel I and Parcel J as said parcels are described in the Judgment Quieting Title, entered June 30, 1924, in Action Number 26354, Decree Number 19370, recorded September 20, 1924 in Book 692 of Deeds at Page 114 of Official Records of Sacramento County more particularly described as follows;

From a **Point of Beginning**, being the most northeasterly point of the parcel of land described in that certain grant deed to the City of Folsom, recorded April 19, 1991 in Book 1991 04 19 at Page 1275 of Official Records of Sacramento County;

Thence, along the northwesterly line of Parcel 5 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991 in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County, on a curve, concave to the northwest, having a radial which bears South 45°20'25" East, a radius of 1,967.61 feet, a central angle of 20°15'27" and a chord bearing and distance of North 34°31'52" East, 692.05 feet, northeasterly along the arc of last said curve 695.67 feet to a non-tangent curve concave to the northwest, having a radial which bears, South 65°35'45" East, a radius of 1,697.64 feet, a central angle of 14°08'00" and a chord bearing and distance of North 17°20'15" East, 413.27 feet;

Thence, northeasterly and northerly along the arc of last said curve 414.32 feet to a compound curve concave to the west, having a radius of 2,261.73 feet, a central angle of 6°08'18" and a chord bearing and distance of North 7°12'11" East, 242.09 feet;

Thence, northerly along the arc of last said curve 242.20 feet to a point on the westerly line of Parcel 6 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991 in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County, being a non-tangent curve concave to the west, having a radial which bears South 85°51'53" East, a radius of 2,261.73 feet, a central angle of 1°39'52" and a chord bearing and distance of North 3°18'11" East, 65.70 feet;

Thence, northerly along the arc of last said curve 65.70 feet to a non-tangent curve concave to the west, having a radial which bears South 87°31'50" East, a radius of 1,848.55 feet, a central angle of 14°15'35" and a chord bearing and distance of North 4°39'38" West, 458.88 feet;

Thence, northerly along the arc of last said curve 460.07 feet to a point on the easterly line of said Parcel G:

Thence along the last said easterly line of Parcel G, North 13°47'44" West, 2,565.82 feet to a point on the southerly line of said Parcel H;

Page 1 of 13.

Thence along last said southerly line, North 76°12'16" East, 1.00 feet to a point on the easterly line of said Parcel H, being a non-tangent curve concave to the east, having a radial which bears South 76°29'02" West, a radius of 1,432.47 feet, a central angle of 9°07'32" and a chord bearing and distance of North 8°57'12" West, 227.91 feet;

Thence, northerly along the arc of last said curve 228.15 feet to a point on the southerly line of said Parcel I;

Thence along last said southerly line, South 59°19'31" East, 1.30 feet to a point on the easterly line of said Parcel I, being a non-tangent curve concave to the east, having a radial which bears South 80°50'47" West, a radius of 2,794.84 feet, a central angle of 20°33'24" and a chord bearing and distance of North 1°07'29" East, 997.36 feet;

Thence, northerly along the arc of last said curve 1,002.74 feet;

Thence continuing along last said easterly line, North 11°24'11" East, 5.04 feet to a point on the easterly line of said Parcel J;

Thence along last said easterly line, North 11°24'11" East, 1,197.38 feet to the northeast corner of said Parcel J;

Thence along the northerly line of last said Parcel J, South 53°04'11" West, 132.82 feet;

Thence leaving last said northerly line, South 11°25'08" West, 186.13 feet;

Thence, South 12°00'18" West, 51.02 feet;

Thence, South 9°50'17" West, 103.00 feet;

Thence, South 11°11'40" West, 154.40 feet;

Thence, South 11°08'15" West, 363.99 feet;

Thence, South 9°59'38" West, 52.06 feet;

Thence, South 9°35'24" West, 48.90 feet;

Thence, South 8°42'55" West, 51.77 feet;

Thence, South 9°39'58" West, 110.00 feet;

Thence, South 10°12'55" West, 49.18 feet;

Thence, South 8°03'52" West, 52.74 feet;

Thence, South 3°40'06" West, 78.42 feet;

Thence, South 87°20'44" East, 5.81 feet to a non-tangent curve concave to the east, having a radial which bears North 87°20'44" West, a radius of 2,010.00 feet, a central angle of 0°36'12" and a chord bearing and distance of South 2°21'10" West, 21.17 feet;

Thence, southerly along the arc of last said curve 21.17 feet to a compound curve concave to the east, having a radius of 4,000.00 feet, a central angle of 0°49'45" and a chord bearing and distance of South 1°38'11" West, 57.88 feet;

Page 2 of 13.

Thence, southerly along the arc of last said curve 57.89 feet; Thence, South 1°13'19" West, 103.91 feet; Thence, North 88°46'41" West, 17.71 feet; Thence, South 5°23'15" West, 28.78 feet; Thence, South 1°39'47" West, 153.71 feet; Thence, South 4°22'34" West, 50.53 feet; Thence, South 4°38'46" West, 53.51 feet; Thence, South 3°13'25" West, 53.97 feet; Thence, South 2°51'31" East, 53.80 feet; Thence, South 5°31'18" East, 99.58 feet; Thence, South 7°15'55" East, 47.81 feet; Thence, South 13°31'41" East, 24.59 feet; Thence, South 8°56'57" East, 114.06 feet to a tangent curve concave to the east, having a radius of 1,260.00 feet, a central angle of 2°58'35" and a chord bearing and distance of South 10°26'14" East, 65.45 feet; Thence, southerly along the arc of last said curve 65.45 feet; Thence, South 11°55'32" East, 23.70 feet; Thence, South 13°20'26" East, 400.24 feet; Thence, South 13°29'24" East, 52.24 feet; Thence, South 13°35'15" East, 209.61 feet; Thence, South 13°41'33" East, 53.52 feet; Thence, South 14°21'17" East, 52.82 feet; Thence, South 17°11'23" East, 51.39 feet; Thence, South 19°55'01" East, 38.92 feet;

Thence, North 75°46'58" East, 2.53 feet to a non-tangent curve concave to the west, having a radial which bears North 75°46'58" East, a radius of 12,490.00 feet, a central angle of 1°24'43" and a chord bearing and distance of South 13°30'41" East, 307.82 feet;

Thence, southerly along the arc of last said curve 307.79 feet;

Thence, South 9°51'09" East, 41.98 feet;

Thence, South 6°43'13" East, 91.87 feet;

Page 3 of 13.

Thence, South 13°29'17" East, 114.83 feet;

Thence, North 83°30'15" East, 7.83 feet;

Thence, South 10°56'29" East, 19.73 feet;

Thence, South 77°45'31" West, 7.60 feet;

Thence, South 12°24'12" East, 121.47 feet;

Thence, South 12°45'23" East, 103.21 feet;

Thence, South 11°54'00" East, 103.03 feet;

Thence, South 12°57'42" East, 52.69 feet;

Thence, South 13°45'40" East, 156.78 feet;

Thence, South 13°15'21" East, 280.53 feet to a point on the northerly line of that certain parcel of land described in the grant deed to the City of Folsom, recorded April 19, 1991 in Book 1991 04 19 at Page 1274 of Official Records of Sacramento County;

Thence along last said northerly line, North 76°09'00" East, 4.57 feet to a point on the easterly line of the last said parcel to the City of Folsom;

Thence along last said easterly line, South 13°51'00" East, 635.85 feet to a tangent curve concave to the west, having a radius of 1,175.00 feet, a central angle of 20°05'18" and a chord bearing and distance of South 3°48'21" East, 409.86 feet;

Thence, southerly along the arc of last said curve 411.96 feet;

Thence, South 6°14'17" West, 63.73 feet to a tangent curve concave to the west, having a radius of 1,535.00 feet, a central angle of 18°15'50" and a chord bearing and distance of South 15°22'12" West, 487.24 feet;

Thence, southerly along the arc of last said curve 489.30 feet to a compound curve concave to the northwest, having a radius of 1,781.00 feet, a central angle of 12°44'46" and a chord bearing and distance of South 30°52'30" West, 395.39 feet;

Thence, southwesterly along the arc of last said curve 396.20 feet;

Thence, South 37°14'53" West, 190.74 feet to a tangent curve concave to the northwest, having a radius of 2,207.13 feet, a central angle of 2°20'16" and a chord bearing and distance of South 38°25'01" West, 90.05 feet;

Thence, southwesterly along the arc of last said curve 90.06 feet to the Point of Beginning.

Containing 424,366 square feet +/- or 9.742 acres more or less.

End of Description

Page 4 of 13.

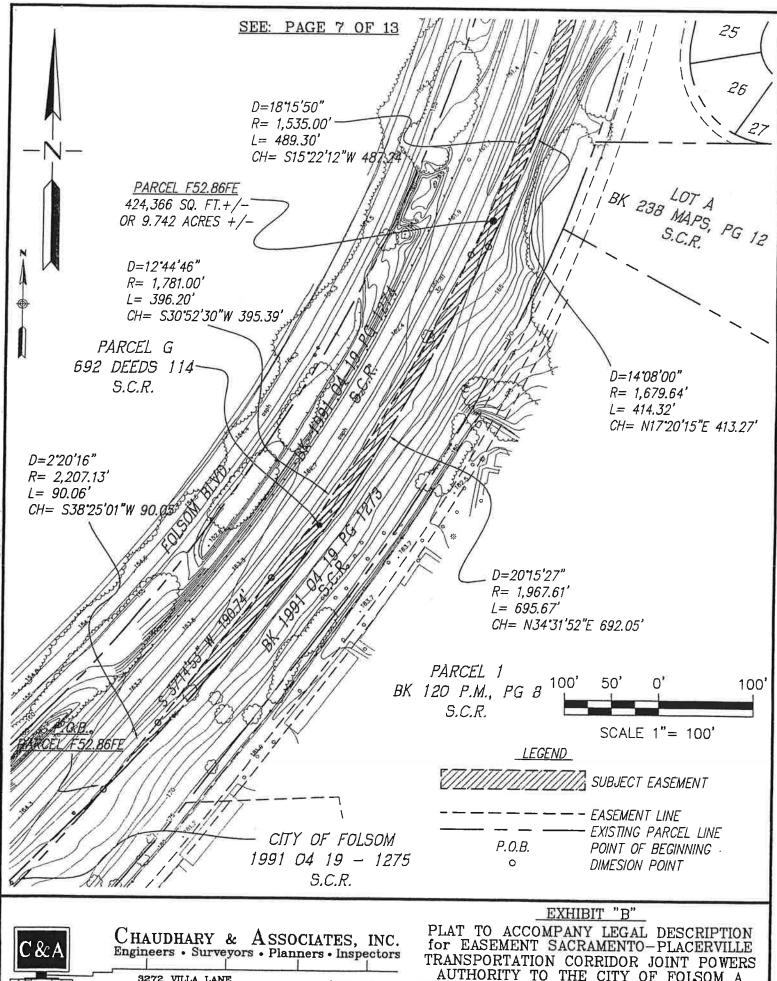
A plat, Exhibit "B" to accompany this description being pages 6 through 13 of 13, are herein made a part of this description.

This description was made by me or under my direction in conformance with the Land Surveyors Act.

David L. Adams License expires: P.L.S. No. 7587

No. 7587

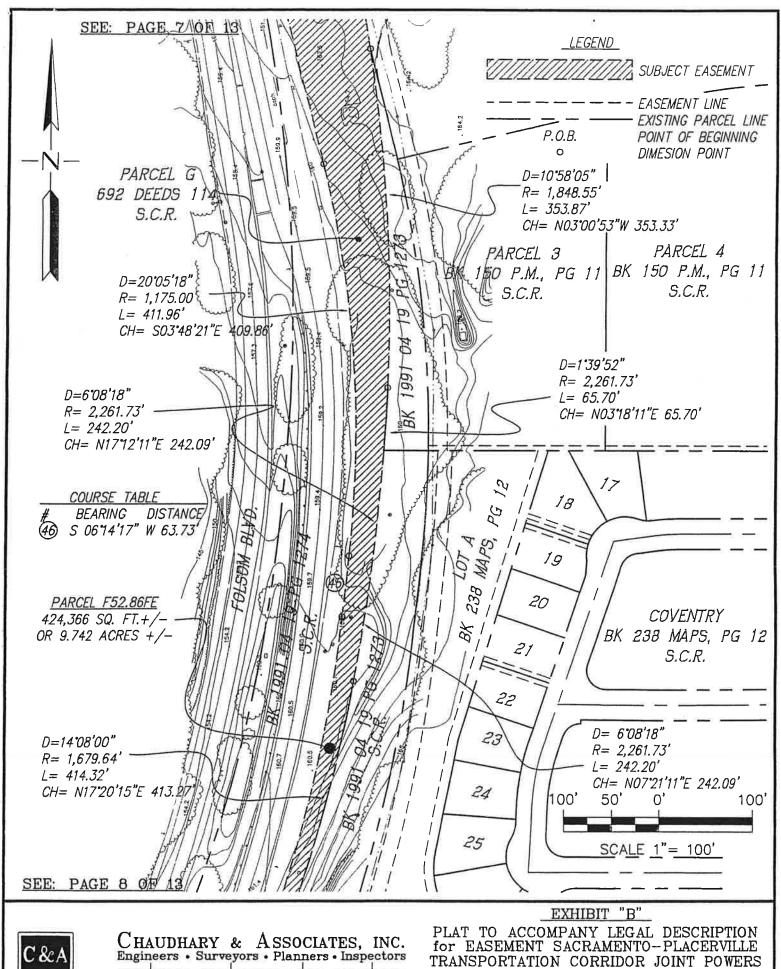
EXP. O3 TE OF CALIFORNIA



3272 VILLA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729

0255

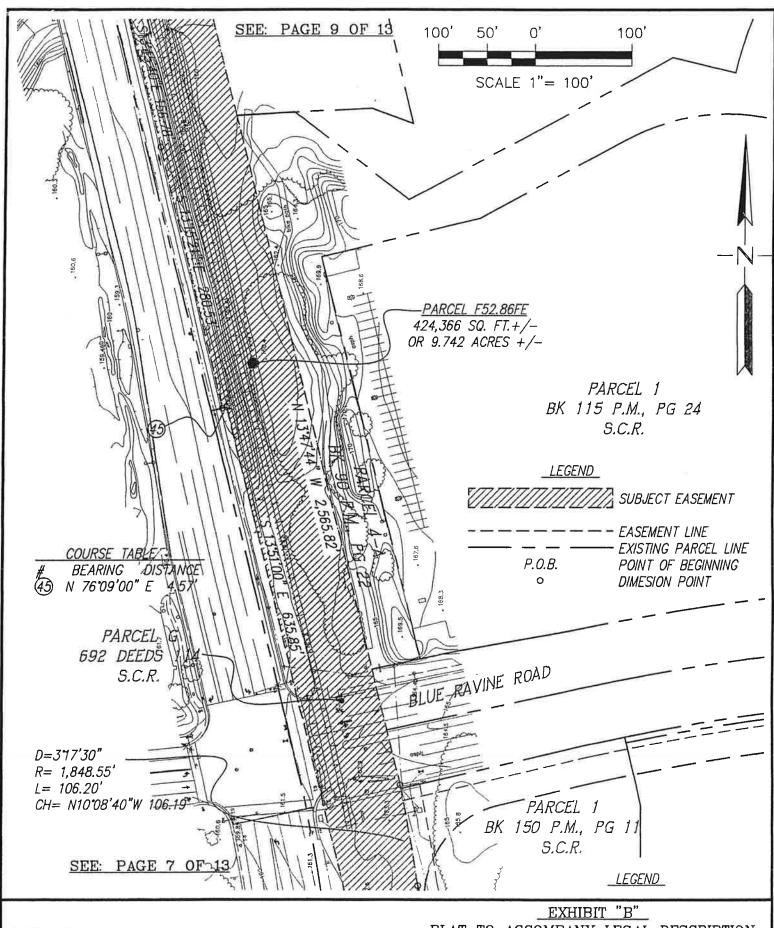
AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION



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0256

TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPOROSION -78Porte88 F52.86FE Page 7 of 13.



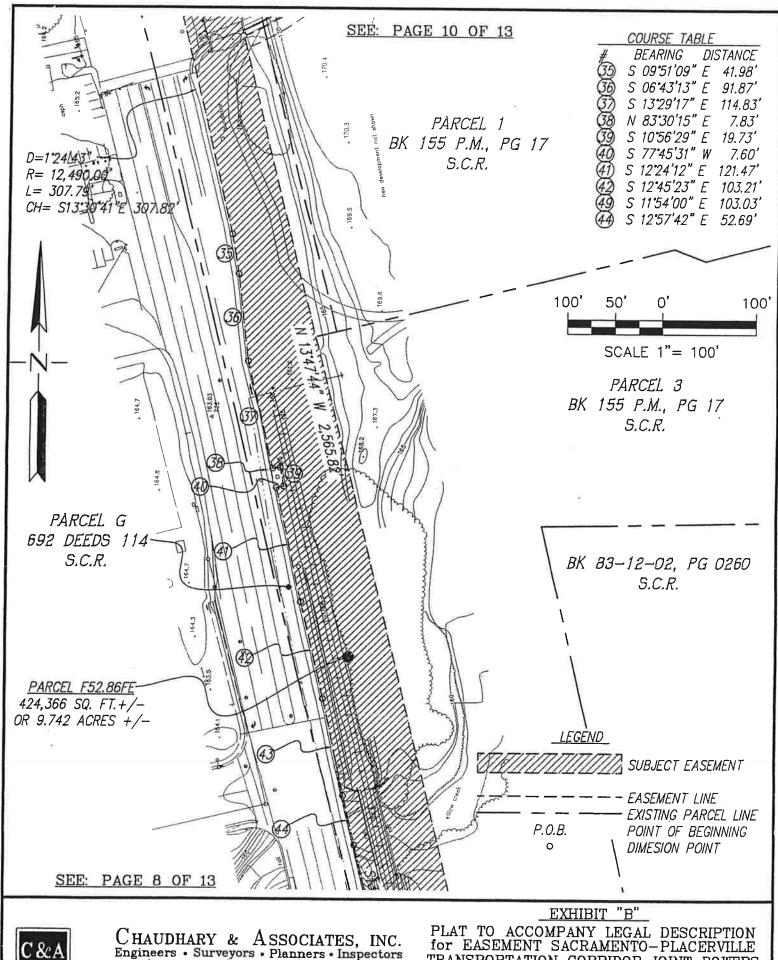


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3272 VIIIA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729

0257

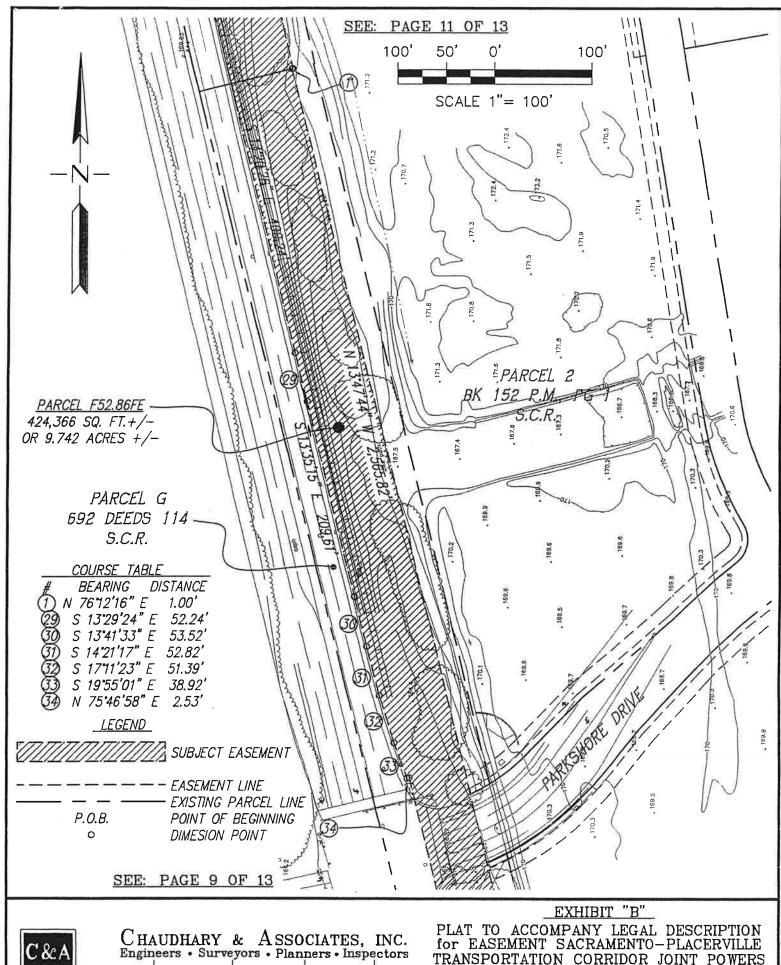
PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORTION 790f488 F52.86FE Page 8 of 13.



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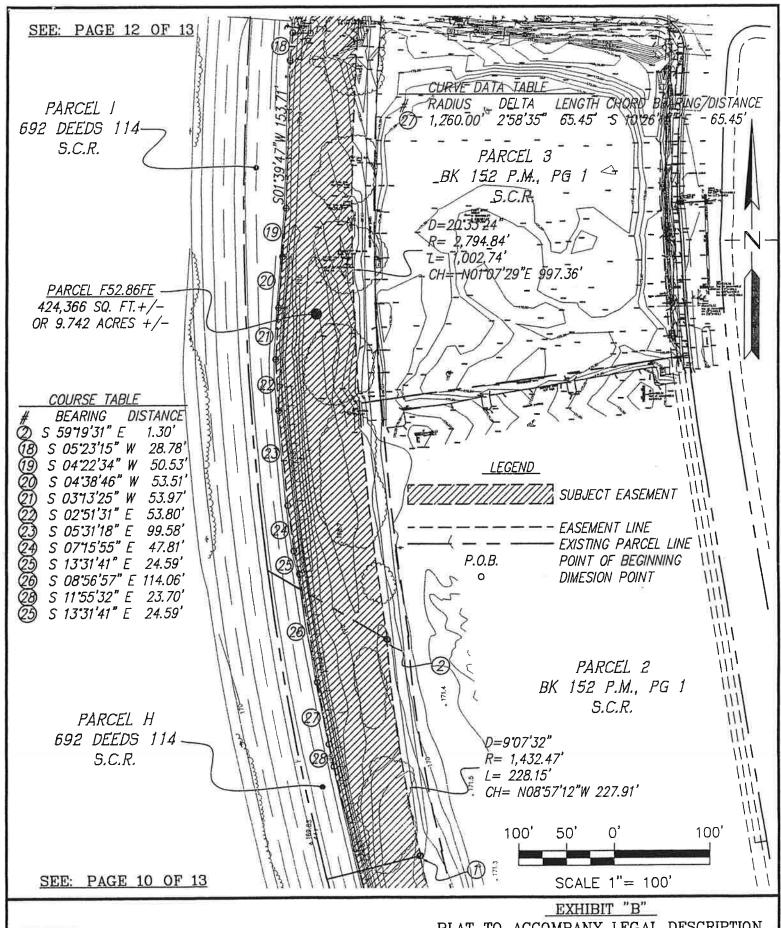
0258

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION - Parcels F52.86FE



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TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION C-8 Parces F52.86FE Page 10 of 13.



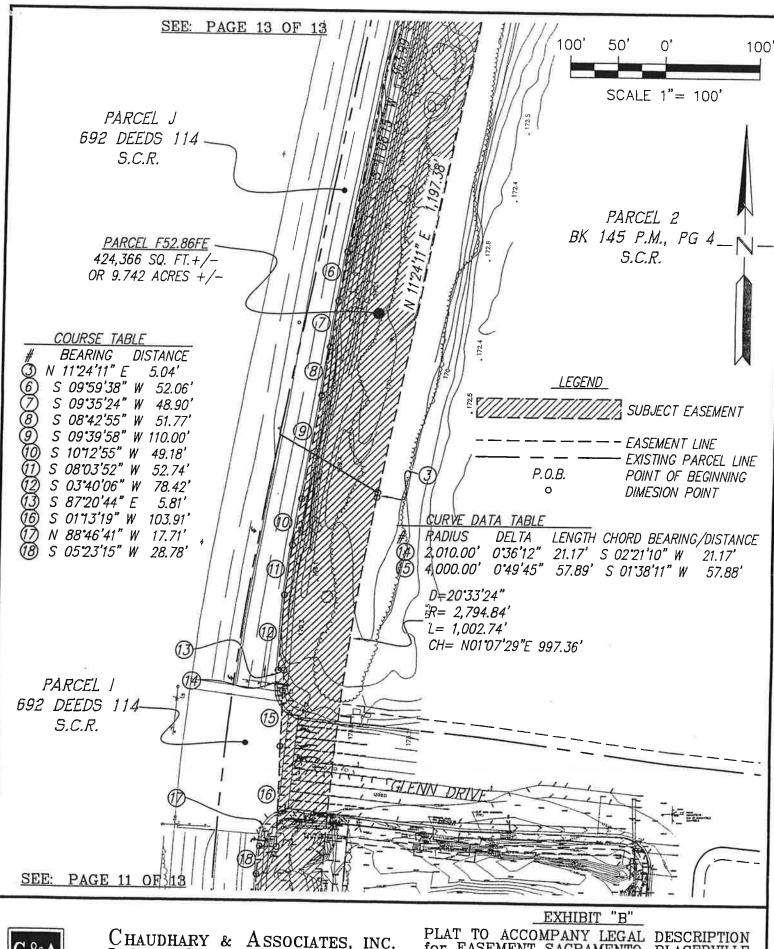
C&A

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0260

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION 82 Page 11 of 13.



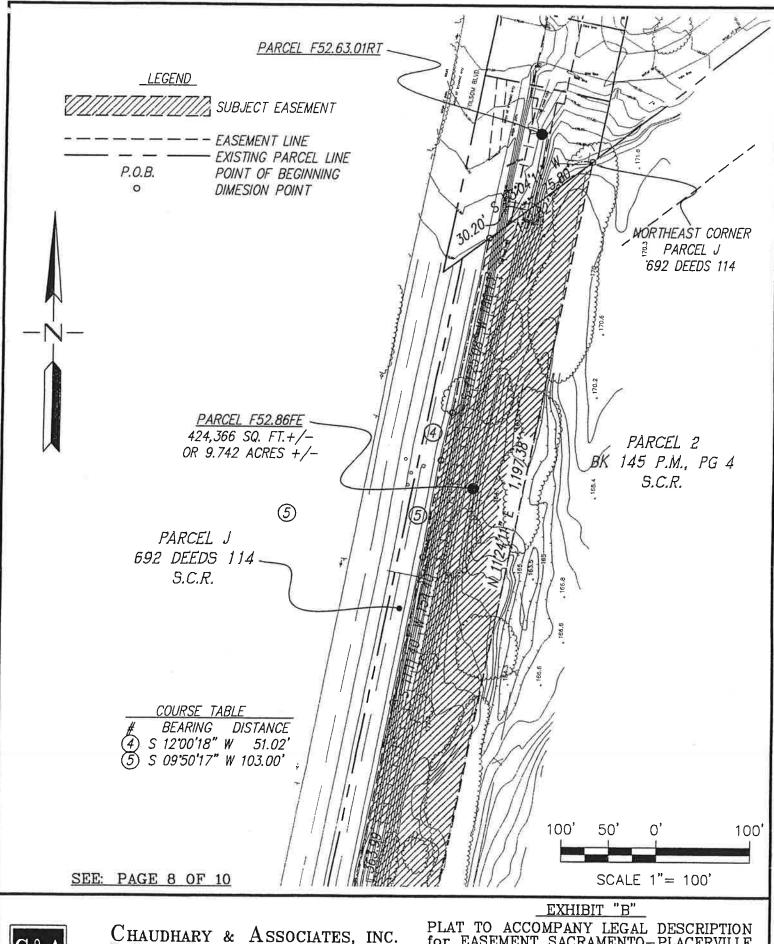


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0261

for EASEMENT SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION - Parcel F52.86FE Page 0926 of 183 of 138





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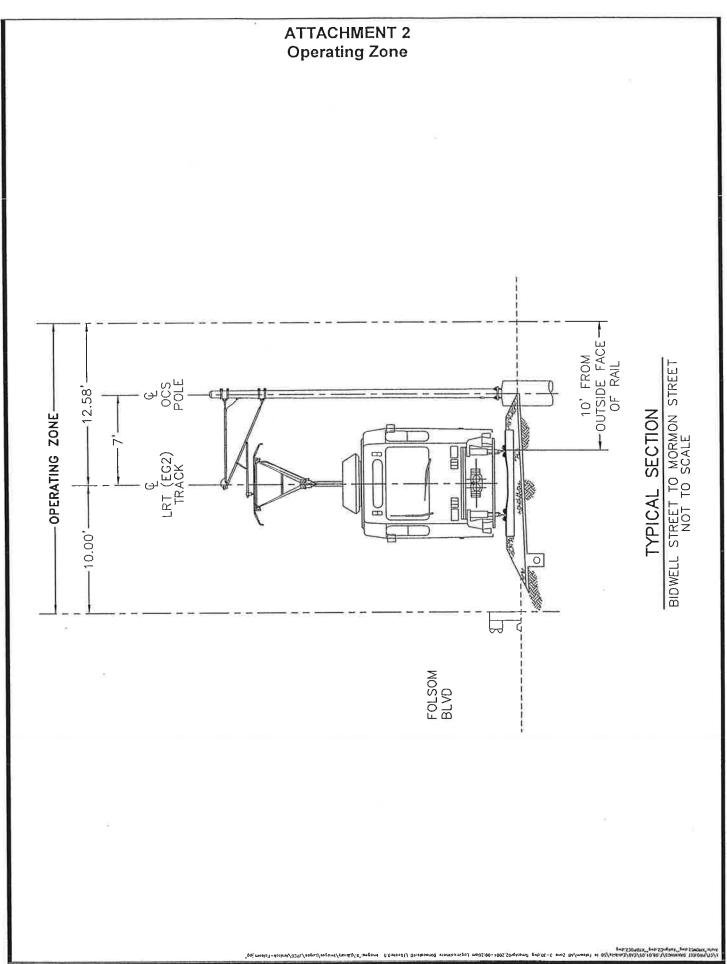
0262

for EASEMENT SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO THE CITY OF FOLSOM A MUNICIPAL CORPORATION C-84 of cr38 F52.86 FE Page 13 of 13.

Attachment 2

To Folsom Easement Agreement

Operating Zone



Attachment 3

To Folsom Easement Agreement

Future Operating Zone

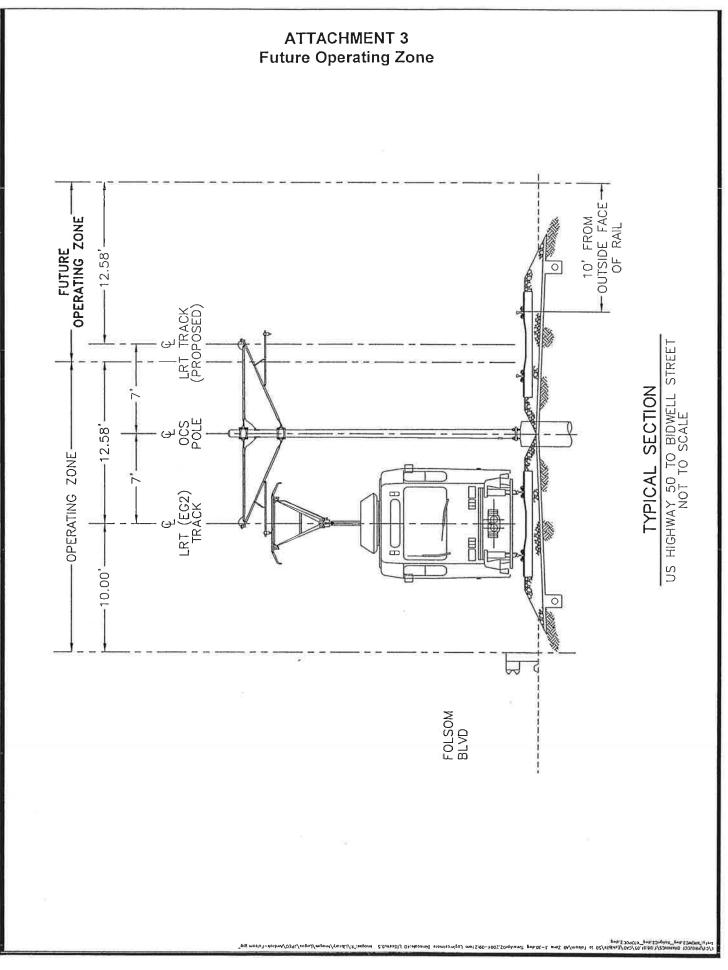


Exhibit C

To Third Amendment to the RUFA

Exhibit C consists of the following:

RT Easement Agreement

• Attachment 1- "Property"

APNs:

- 0 072-010-068
- 0 072-0840-020
- o 072-0840-021
- 0 072-0840-023
- 0 072-0840-026
- 0 072-0850-012
- o 072-0850-016
- o 071-020-073 (portion) 071-020-074 (portion) 072-010-066
- Attachment 2 Operating Zone
- Attachment 3- Future Operating Zone

Bate No. 268-314

RT Easement Agreement

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made effective as of the 2nd day of September, 2003, by and between the **SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY**, a California joint powers agency ("JPA"), as grantor, and the **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation (the "Grantee"), as grantee.

- 1. <u>Grant of Easement</u>. JPA hereby grants to Grantee an easement for transportation purposes and for uses reasonably related to transportation purposes (the "Easement") in, on, under, over and through the entire real property (the "Property") described on <u>Attachment 1</u>, attached hereto and incorporated herein. The Easement shall be in gross and personal to Grantee, its successors and assigns. Grantee's use of the Easement is subject to the limitations set forth in Sections 2 and 3.
- Use of the Property. The parties hereto acknowledge that the Property is 2. but one segment of a continuous rail corridor (the "Rail Corridor") extending from Sacramento, California, to Placerville, California. The parties hereto further acknowledge that some portions of the Rail Corridor may be subject to reversionary rights in the event portions of the Property (a) cease to be used for transportation purposes and/or (b) are used for purposes inconsistent with any Notice of Interim Trails Use issued by the Interstate Commerce Commission or Surface Transportation Board and any amendments thereto or extensions thereof (the "NITU's"). Notwithstanding anything to the contrary in this Agreement or in the Reciprocal Use and Funding Agreement, dated August 31, 1996 among JPA and its member agencies (as amended from time to time, the "Reciprocal Use Agreement"), Grantee agrees that (i) Grantee shall not use, nor permit the use of, the Property in a manner which could cause any such reversionary rights to vest or otherwise threaten the continuity of the Rail Corridor; (ii) Grantee shall use the Property in accordance with the NITU's; (iii) to the extent a defense is not provided by JPA's title insurer, Grantee shall defend JPA's title to any portion of the Property against any and all claims of title which are adverse to the use of any portion of the Rail Corridor for railroad, trail or other transportation purposes; and (iv) Grantee shall cooperate (at no cost to Grantee) with JPA and its other member agencies in the defense of title to portions of the Rail Corridor other than the Property.

Additional Limitations on Use.

a. Grantee acknowledges that the City of Folsom ("Folsom") has held an easement in the Property since 1996 and that Folsom and other third parties have installed utilities and other facilities in the Property. The granting of the Easement to Grantee is subject to the rights of Folsom and other third parties in and to the utilities and the utilities are unique utilities.

16-0926 6 8 of 1

and other facilities presently existing on the Property and the rights of Folsom under the Easement Agreement between Folsom and JPA dated of even date herewith (the "Folsom Easement Agreement").

- b. Grantee and Folsom have entered into that certain Light Rail Maintenance and Operations Agreement, dated as of November 14, 1997, and amended in 1999 (as amended from time to time, the "M&O Agreement"), which governs their respective rights and obligations for maintenance and operations on the Property, in addition to other real property. In addition to the terms and conditions of this Agreement, Grantee's rights and obligations with respect to its use of the Property are subject to the terms and conditions of the M&O Agreement. Notwithstanding the foregoing, Grantee agrees that the terms and conditions of this Agreement and the Folsom Easement Agreement shall control over the terms and conditions of the M&O Agreement in the event of any conflict between said agreements.
- 4. <u>Limitations on JPA's Right to Use the Property or Grant Licenses and</u> Other Interests in the <u>Property</u>.
- a. The Easement granted hereunder is divided into three zones: (i) the "Operating Zone," extending ten feet on either side of the outside edges of Grantee's initial light rail tracks, as depicted in Attachment 2, attached hereto and incorporated herein; (ii) the "Future Operating Zone," extending ten feet on either side of the outside edges of Grantee's future light rail tracks that are planned for areas to be double-tracked, as depicted in Attachment 3, attached hereto and incorporated herein; and (iii) the remainder of the Property. Notwithstanding the foregoing, in no event shall the Operating Zone, or the Future Operating Zone, as applicable, extend beyond the boundary line of the Property. Upon Grantee's construction of double-tracking, the Future Operating Zone shall become part of the Operating Zone.
- b. JPA's use of the Property, and right to grant third-party licenses or other interests in the Property, shall be subject to the following limitations:
- i. JPA shall not use the Property, nor grant third-party licenses or other interests in the Property, for any purpose, or in any manner, that unreasonably interferes with Grantee's ability to use the Property for transportation purposes and for uses reasonably related to transportation purposes, or materially increases the costs of such use by Grantee. Following the date first above written, any new uses by JPA, or granting of third-party licenses or other interests in the Property, shall be subject to Grantee's prior written approval, which approval shall not unreasonably be withheld or delayed.
- ii. A. Within the Operating Zone, JPA may install new utilities, or grant third-party licenses or other interests for utilities, that cross the Operating Zone transversely, provided that the new transverse property interests otherwise meet all of the criteria set forth in Subsection 4.b.i, above, and the new utilities are constructed in compliance with Grantee's written construction standards for

6-0926 C₀91 6 fg 38 Militials

PLEASE

INITIAL

Any areas of overlap between the Operating Zone and the Future Operating Zone shall be deemed to be part of the Operating Zone for purposes of this Agreement; in addition, upon

such crossings.

- B. JPA may not, however, install any new utilities or other facilities (other than as set forth in Subsection A), nor grant third-party licenses or other interests for such utilities or other facilities (other than as set forth in Subsection A), within the Operating Zone, without Grantee's prior written approval, which approval may be withheld or granted in Grantee's sole and absolute discretion.
- iii. Within the Future Operating Zone, Grantee may condition its approvals given under Section 4.b.i, above, on (A) compliance with construction standards that will avoid the need for relocation of facilities upon double-tracking by Grantee, or (B) a written agreement between Grantee and JPA, and, if applicable, the third-party licensee, that any facilities installed will be relocated at no cost to Grantee if and when Grantee commences double-tracking.
- iv. JPA may not install any new street crossing of the Property, nor grant a third-party street crossing agreement across the Property, without Grantee's prior written approval, which approval may be withheld or granted in Grantee's sole and absolute discretion. JPA may widen, or otherwise improve, existing street crossings, subject to Grantee's prior written approval, which shall not unreasonably be withheld or delayed.
- 5. <u>Expenses of Management, Improvement, Operation and Maintenance;</u> Indemnity.
- Grantee and Folsom shall bear any and all expenses associated a. with this Easement, including, without limitation, any and all expenses of managing. improving, operating and maintaining the Property, as they may agree. Subject to the qualifications set forth below, Grantee shall indemnify, defend and hold harmless JPA and its member agencies, their officers, directors, employees and agents (collectively, the "Indemnitees") from and against any and all Losses (as defined below) arising out of or in any way related to (i) JPA's ownership of the Property (including, without limitation, any defects in JPA's title to the Property or common carrier liabilities, if any, associated with the acquisition of the Property by JPA), (ii) Grantee's ownership of the Easement, (iii) any act or omission to act of Grantee or JPA in connection with the Easement or the Property (including, without limitation, any act or omission which results in a breach of this Agreement, the assertion of reversionary rights anywhere along the Rail Corridor or a claim of default under the Property Agreements), or (iv) any other occurrence above, on, or under, the Property; provided, however, that this indemnity shall not apply to Losses arising out of the sole negligence or willful misconduct of any Indemnitee. As used in this Agreement, the term "Losses" means claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative or judicial proceedings (including, but not limited to, condemnation, inverse condemnation and quiet title actions initiated or defended, by Grantee, JPA or any of its member agencies) and orders, judgments, remedial action requirements, enforcements and actions of any kind (including, but not limited to, clean-up actions) and all costs and

0271 16-0926 C 93 of 138/M expenses incurred in connection therewith, including, but not limited to, reasonable attorney's fees and costs of defense.

- b. Notwithstanding the provisions of Subsection 5.a, above, the liability allocation provisions of this Subsection 5.b shall control only if the Folsom Easement Agreement has been duly executed and recorded. The M&O Agreement between Grantee and Folsom allocates their respective liabilities with respect to the Property and their operations thereon. If the M&O Agreement allocates any of the liabilities set forth in Subsection 5.a, above, between Grantee and Folsom, such liabilities shall be so allocated hereunder. If the M&O Agreement does not expressly allocate some of the liabilities set forth in Subsection 5.a, above, such liabilities shall be the joint and several responsibility of both Grantee and Folsom.
- c. If JPA transfers its interest in the Property to Folsom, this Section 5 shall expire and be of no further force or effect. All liabilities shall then be allocated between Folsom and Grantee as provided in the M&O Agreement.
- 6. Restrictions on Transfers and Encumbrances. Except as provided in Section 7 of the Reciprocal Use Agreement, Grantee shall not sell, transfer, convey, alienate, encumber, hypothecate, pledge or otherwise dispose of any interest in the Property. If JPA grants any license or other interest in the Property to a third party, the net income therefrom (including one-time payments as well as ongoing income) shall be allocated equally between Grantee and Folsom. Charges to third parties for licenses or other interests in the Property shall be assessed at the then-current fair market value of the license or other Property interest granted. Notwithstanding the foregoing, the parties agree that RT will be entitled to all net income resulting from any Transfer of property rights in and to the Property for RT's transportation use and reasonably related uses of the Property under the RT Easement Agreement. To the extent any property rights are granted over and above the property rights for RT's transportation use and reasonably related uses such property rights shall be subject to the allocation set forth in the second sentence of this Section.
- 7. Remedies. In the event Grantee fails to cure any violation of this Agreement within thirty (30) days following receipt of written notice thereof from JPA or, if such violation cannot reasonably be cured within said period, fails to commence curing such violation within said period and diligently prosecute said cure to completion, JPA may pursue any remedy available to it at law or in equity, including, but not limited to, specific performance of the covenant set forth in Section 2 or, in the alternative, injunctive relief to stop such breach. This Agreement may be used as the basis for a temporary restraining order and/or preliminary or permanent injunction against any such breach or threatened breach of said covenant without the necessity of posting a bond or providing sureties in connection therewith.
- 8. <u>Further Acts</u>. JPA and Grantee covenant and agree to execute such other and further instruments, and perform such other and further acts, as may be reasonably necessary to fully carry out the intent of this Agreement.
- 9. <u>Notices</u>. Notices given under this Agreement shall be in writing and shall either be given personally, or delivered by first-class United States mail or other means

of written communication. Notices shall be deemed received at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices shall be directed to the parties at the addresses shown below. Any party may change the party's address for purposes of this Section by giving written notice of the new address to the other parties.

JPA:

John Segerdell

Sacramento-Placerville Transportation Corridor

Joint Powers Authority c/o Regional Transit

2811 O Street

Sacramento, CA 95814

Grantee:

Fred D. Arnold, Real Estate Manager Sacramento Regional Transit District

Sacramento Regional Transit

2811 O Street

Sacramento, CA 95814

- 10. <u>Successors</u>. This Agreement shall bind and inure to the benefit of the respective successors of the parties hereto except as herein expressly provided.
- 11. <u>Governing Law</u>. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 12. <u>Integration, Amendment and Waiver</u>. This Agreement and the Reciprocal Use Agreement constitute the entire Agreement, and supersede all prior and contemporaneous agreements, representations and understandings, of the parties concerning the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 13. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.
- 14. <u>Authority.</u> Each of the signatories to this Agreement represents that he or she is authorized to sign the Agreement on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Agreement.
 - 15. Ambiguities. The parties have each carefully reviewed this Agreement

16-092**6** 2793 of 138 MILES

and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

16. <u>Third Party Beneficiaries</u>. Folsom shall be a third party beneficiary of the terms and conditions of this Agreement. Except as provided in the foregoing sentence, nothing in this Agreement, express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person other than the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

By:		
Kerri	i Howell, Chair	
100	n C. Segerdell, CE	EO
Approved a	as to Legal Form:	
	l J. Chrisman, eral Counsel	
SACRAME	NTO REGIONAL	. TRANSIT DISTRICT
	erly A. Scott, eral Manager/CE	0

0274 - BAS by U 16-0926 C 96 of 138W

Approved as to Content:

Ву	
	Michael R. Wiley, Assistant General Manager of Planning & Transit System Development
Appr	roved as to Legal Form:
Ву	4
	Attorney

0275 PLE INIT

Attachment 1

To RT Easement Agreement "Property"

Legal Descriptions

APNs:

- 072-010-068
- 072-0840-020
- 072-0840-021
- 072-0840-023
- 072-0840-026
- 072-0850-012
- 072-0850-016
- 071-020-073 (portion) 071-020-074 (portion) 072-010-066

ATTACHMENT 1

Sacramento-Placerville Transportation Corridor Joint Powers Authority to Sacramento Regional Transit District, A.P.N. 072-010-068
Parcel F52.75RT, Easement

Exhibit A
Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being a portion of Parcel D, a portion of Parcel E, a portion of Parcel F and a portion of Parcel G as said parcels are described in the Judgment Quieting Title, entered June 30, 1924, in Action Number 19370, recorded September 20, 1924 in Book 692 of Deeds at Page 114 of Official Records of Sacramento County, more particularly described as follows;

Beginning, at the intersection of the northerly line of that certain parcel described in the deed to the State of California, recorded February 24, 1961 in Book 4200 at page 675 of Official Records of Sacramento County, with the northwesterly line of said Parcel D;

Thence along the last said northwesterly line of Parcel D, on a curve, concave to the southeast, having a radial which bears North 51°59'21" West, a radius of 5,770.86 feet, a central angle of 4°33'56" and a chord bearing and distance of North 40°17'37" East, 459.72 feet, northeasterly along the arc of said curve 459.85 feet to a point on the southerly line of said parcel E;

Thence along last said southerly line, South 88°41'40" West, 0.43 feet to a non-tangent curve, concave to the southeast, having a radial which bears North 47°25'36" West, a radius of 5,771.17 feet, a central angle of 0°58'34" and a chord bearing and distance of North 43°03'41" East, 98.31 feet;

Thence, northeasterly along the arc of said curve 98.32 feet to a point on the a point on the southeasterly line of the parcel of land described in that certain grant deed to the City of Folsom, a Municipal Corporation, recorded April 19, 1991 in Book 1991 04 19 at Page 1274 of Official Records of Sacramento County, being a non-tangent curve, concave to the southeast, having a radial which bears North 46°27'08" West, a radius of 1,277.51 feet, a central angle of 8°28'50" and a chord bearing and distance of North 47°47'17" East, 188.92 feet;

Thence, northeasterly along the arc of said curve 189.09 feet;

Thence, North 52°01'42" East, 522.58 feet to a tangent curve, concave to the northwest, having a radius of 1,475.00 feet, a central angle of 5°02'02" and a chord bearing and distance of North 49°30'41" East, 129.55 feet;

Thence, northeasterly along the arc of said curve 129.59 feet;

Thence, North 46°59'40" East, 1,219.47 feet to a tangent curve, concave to the southeast, having a radius of 1,525.00 feet, a central angle of 1°22'14" and a chord bearing and distance of North 47°40'47" East, 36.48 feet;

Thence, northeasterly along the arc of said curve 36.48 feet;

Thence, North 48°21'54" East, 929.82 feet to a tangent curve, concave to the northwest, having a radius of 1,475.00 feet, a central angle of 1°29'12" and a chord bearing and distance of North 47°37'18" East, 38.27 feet;

Thence, northeasterly along the arc of said curve 38.27 feet;

Thence, North 46°52'42" East, 1,071.37 feet to a point on the northwesterly line of Parcel 5 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991 in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

Page 1 of 8.

Thence along last said northwesterly line, South 44°34'49" West, 216.84 feet to a non-tangent curve, concave to the northwest, having a radial which bears South 45°22'20" East, a radius of 5,787.61 feet, a central angle of 1°00'49" and a chord bearing and distance of South 45°08'05" West, 102.39 feet;

Thence, southwesterly along the arc of said curve 102.39 feet to a point on the northwesterly line of Parcel 4 as said parcel is described in the last said grant deed to the Southern Pacific Transportation Company, being a compound curve, concave to the northwest, having a radial which bears South 44°21'31" East, a radius of 5,787.61 feet, a central angle of 1°21'11" and a chord bearing and distance of South 46°19'04" West, 136.67 feet;

Thence, southwesterly along the last said northwesterly line of Parcel 4 and the arc of said curve 136.68 feet;

Thence, South 46°59'40" West, 149.89 feet;

Thence, North 27°10'20" West, 0.42 feet;

Thence, South 46°59'40" West, 1,073.57 feet to a point on the northwesterly line of Parcel 3 as said parcel is described in the last said grant deed to the Southern Pacific Transportation Company;

Thence along last said northwesterly line of Parcel 3, South 46°59'40" West, 605.43 feet;

Thence, South 28°00'20" East, 0.42 feet;

Thence, South 46°59'40" West, 294.46 feet to a point on the northwesterly line of Parcel 2 as said parcel is described in the last said grant deed to the Southern Pacific Transportation Company;

Thence along last said northwesterly line of Parcel 2, South 46°59'40" West, 884.74 feet to a point on the northwesterly line of Parcel 1 as said parcel is described in the last said grant deed to the Southern Pacific Transportation Company;

Thence along last said northwesterly line of Parcel 1, South 46°59'40" West, 323.26 feet to a point on the southeasterly line of said Parcel E, being a tangent curve, concave to the southeast, having a radius of 5,671.61 feet, a central angle of 3°26'48" and a chord bearing and distance of South 45°16'16" West, 341.13 feet,

Thence along the last said southeasterly line of Parcel E, southwesterly along the arc of said curve 341.18 feet to a point on the southerly line of said Parcel E;

Thence along last said southerly line, South 78°23'13" West, 0.51 feet to a point on the southeasterly line of said Parcel D, being a non-tangent curve, concave to the southeast, having a radial which bears North 46°27'14" West, a radius of 5,671.86 feet, a central angle of 3°38'18" and a chord bearing and distance of South 41°43'37" West, 360.14 feet;

Thence along the last said southeasterly line of said Parcel D, southwesterly along the arc of said curve 360.17 feet to a point on the northerly line of the said parcel described in the deed to the State of California, recorded February 24, 1961 in Book 4200 at page 675 of Official Records of Sacramento County;

Thence along last said northerly line, South 80°26'43" West, 80.66 feet to a non-tangent curve, concave to the southeast, having a radial which bears North 50°42'21" West, a radius of 5,724.61 feet, a central angle of 0°46'29" and a chord bearing and distance of South 38°54'25" West, 77.40 feet;

Thence, southwesterly along the arc of said curve 77.41 feet;

Thence, South 80°26'59" West, 68.87 feet to the Point of Beginning.

Containing 178,111 square feet +/- or 4.089 acres more or less.

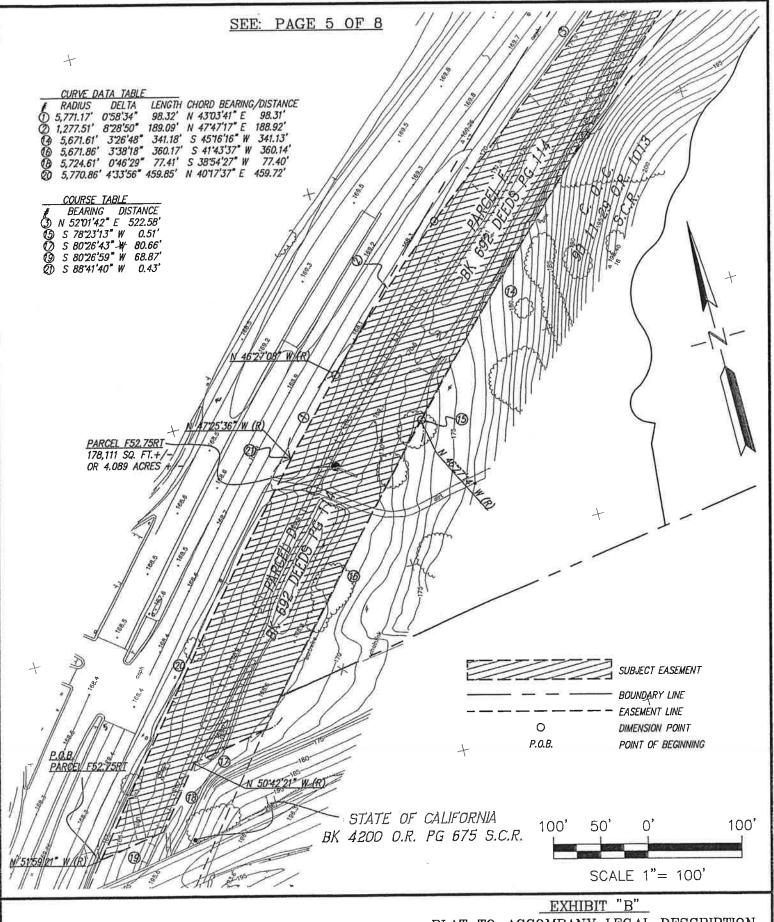
End of Description

A plat, Exhibit "B" to accompany this description being pages 4 through 8 of 8, is herein made a part of this description.

This description was made by me or under my direction in conformance with the Land Surveyors Act.

David L. Adams

License expires:





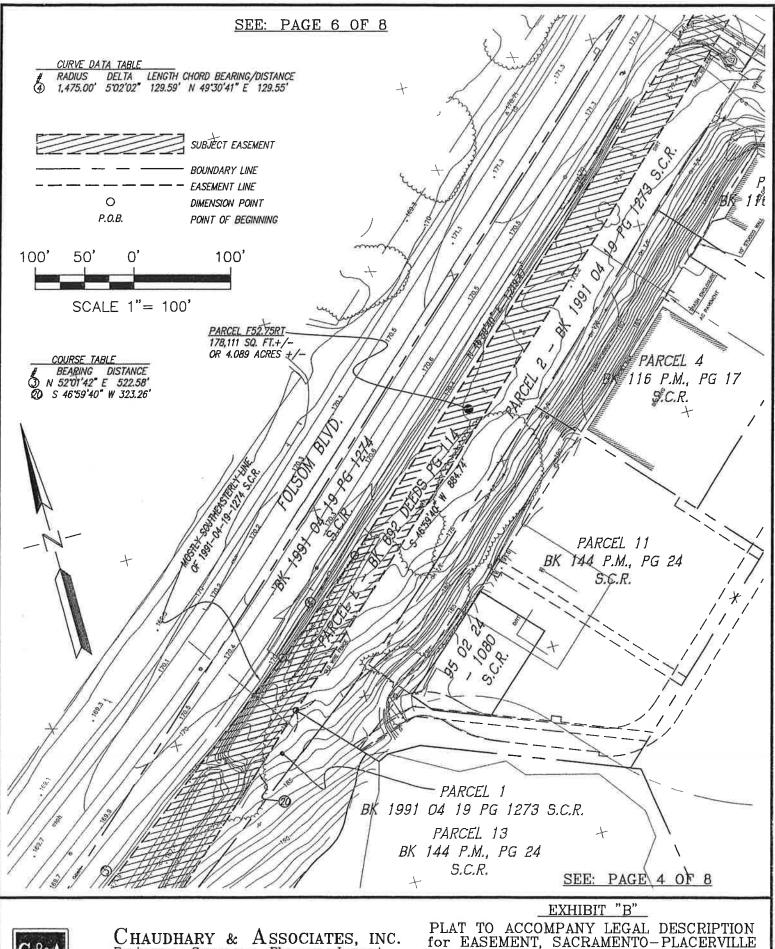
CHAUDHARY & ASSOCIATES, INC. Engineers • Surveyors • Planners • Inspectors

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PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT, SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL

TRANSIT DISTRICTO SACRAMENTO REGIONAL TRANSIT DISTRICTO PAGE OF F38.75RT Page 4 of 8.

0280

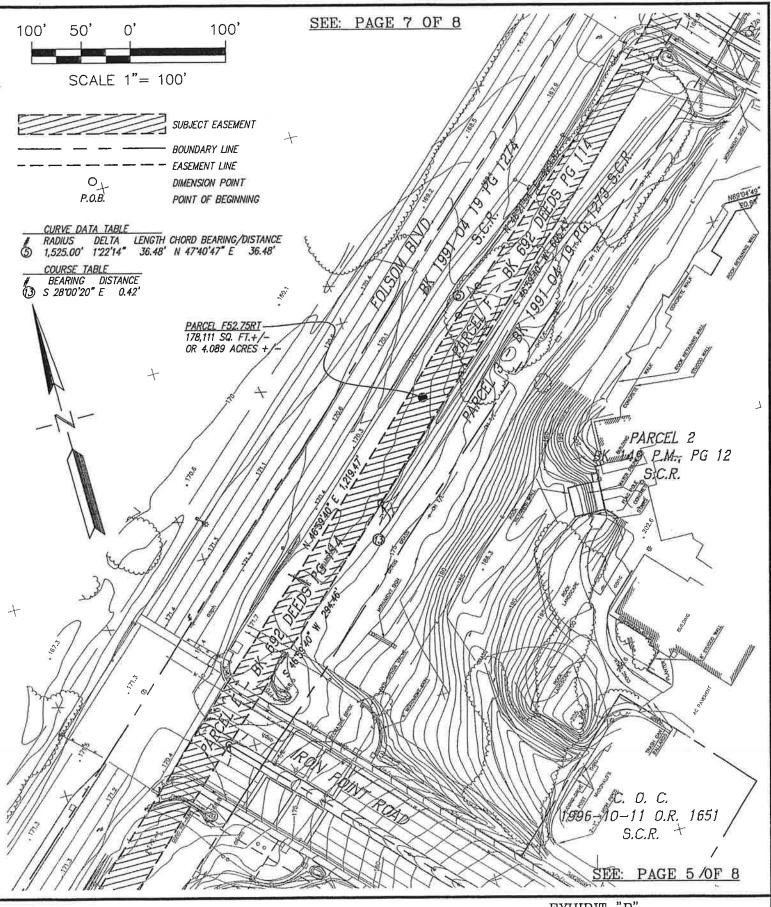




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for EASEMENT, SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DISTA





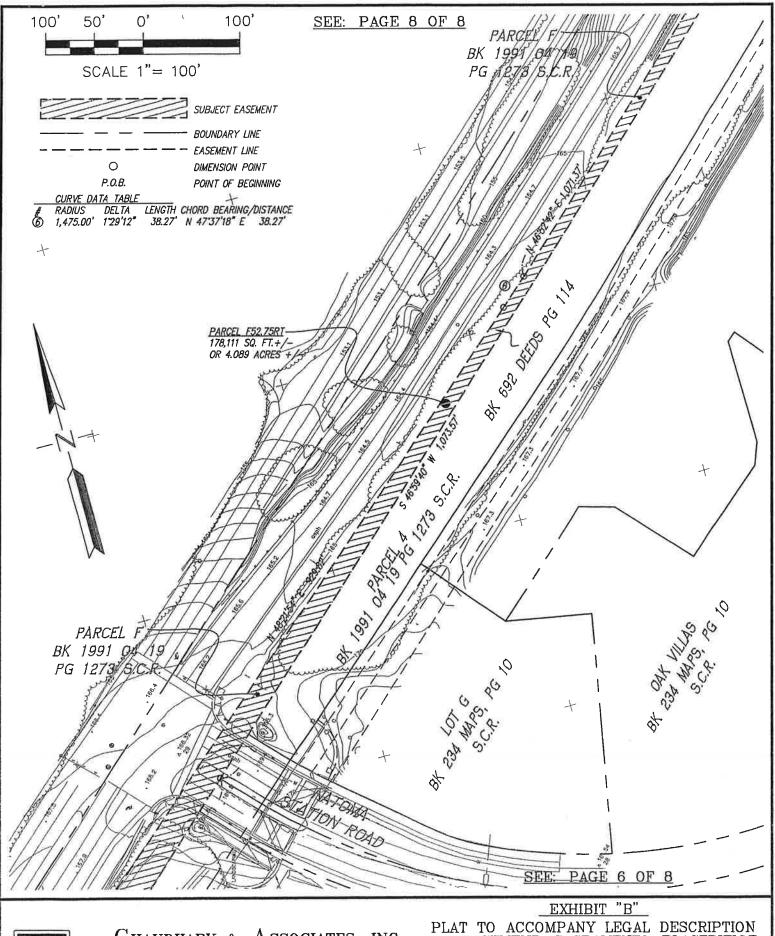
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0282

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT, SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DISCROSCE-CP404cof F38.75RT Page 6 of 8.

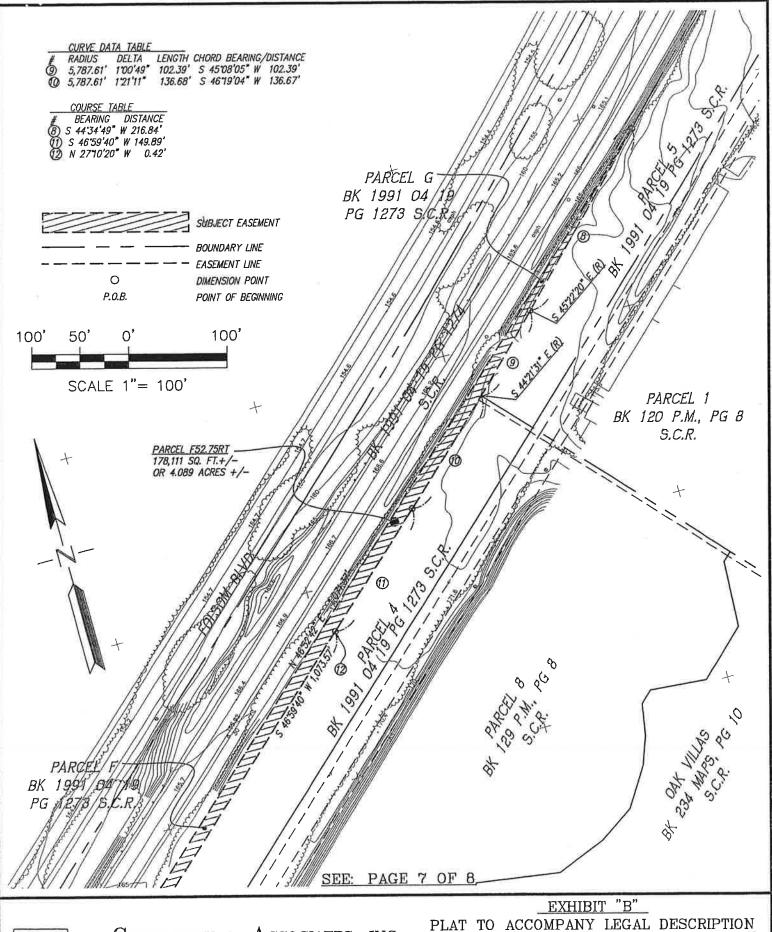




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PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT, SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DISTRICTOR CF 138.75RT



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PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT, SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DISTRICTOR OF THE TRANS

Page B of 8.

Sacramento-Placerville Transportation Corridor Joint Powers Authority to Sacramento Regional Transit District A.P.N. 072-0840-020 Parcel F52.78RT, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 3 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

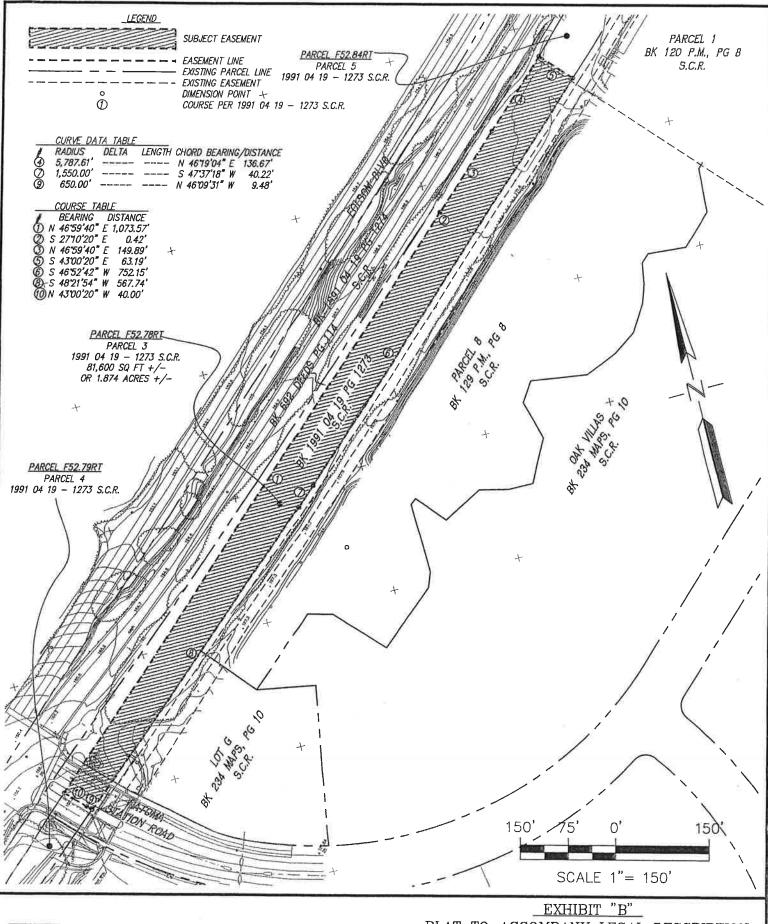
End of Description

A plat, Exhibit "B" to accompany this description being page 2 of 2, is herein made a part of this description.

This description was made by me or under my direction in conformance with the Land Surveyors Act.

David L. Adams License expires: P.L.S. No. 7587

12/31/03





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PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT — SACRAMENTO—PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DISTRICT Page 1, F52,78RT

Sacramento-Placerville Transportation Corridor Joint Powers Authority to Sacramento Regional Transit District, A.P.N. 072-0840-021 Parcel F52.79RT, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 4 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

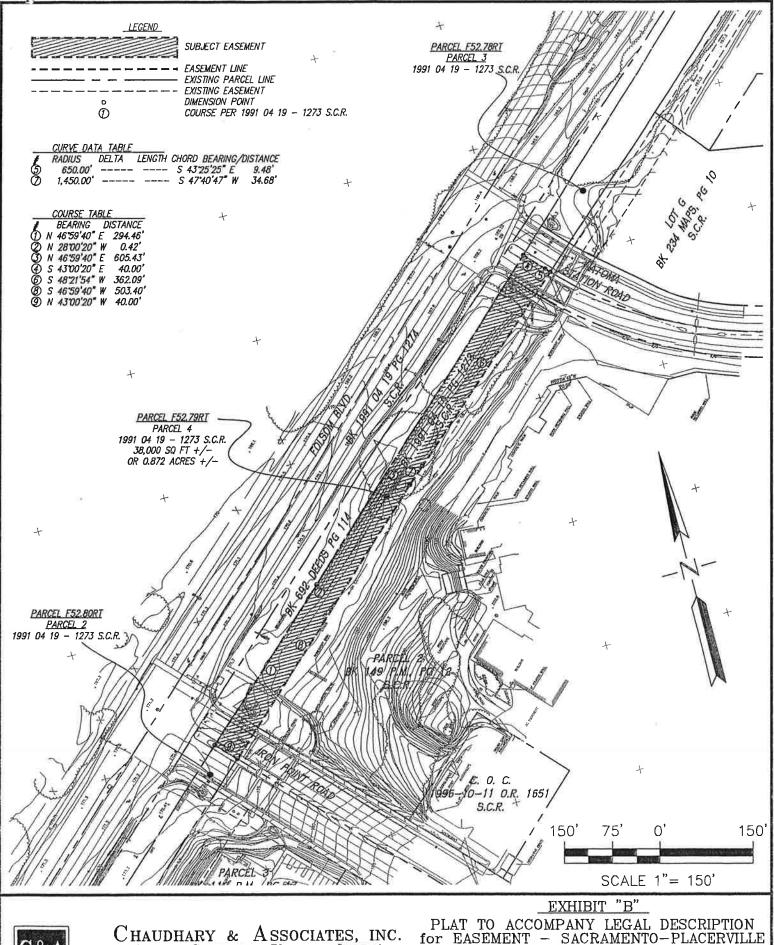
End of Description

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David L. Adams License expires: P.L.S. No. 7587

12/31/03



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0288

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT - SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DISTRIGO 6-CP4100 f 58.79RT Page 2 of 2.

Sacramento-Placerville Transportation Corridor Joint Powers Authority to Sacramento Regional Transit District, A.P.N. 072-0840-023 Parcel F52.80RT, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 2 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

End of Description

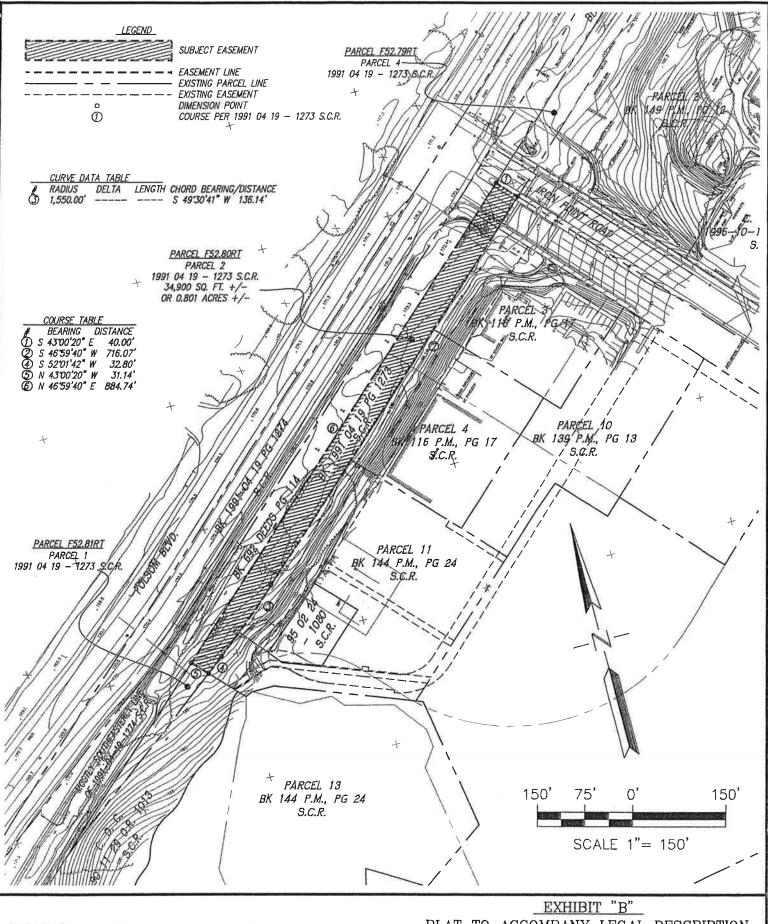
No. 7587

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This description was made by me or under my direction in conformance with the Land Surveyors Act.

David L. Adams License expires: P.L.S. No. 7587

12/31/03





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0290

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT — SACRAMENTO—PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DISTRICT—Parcel 138

Sacramento-Placerville Transportation Corridor Joint Powers Authority to Sacramento Regional Transit District, A.P.N. 072-0840-026 Parcel F52.81RT, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 1 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

End of Description

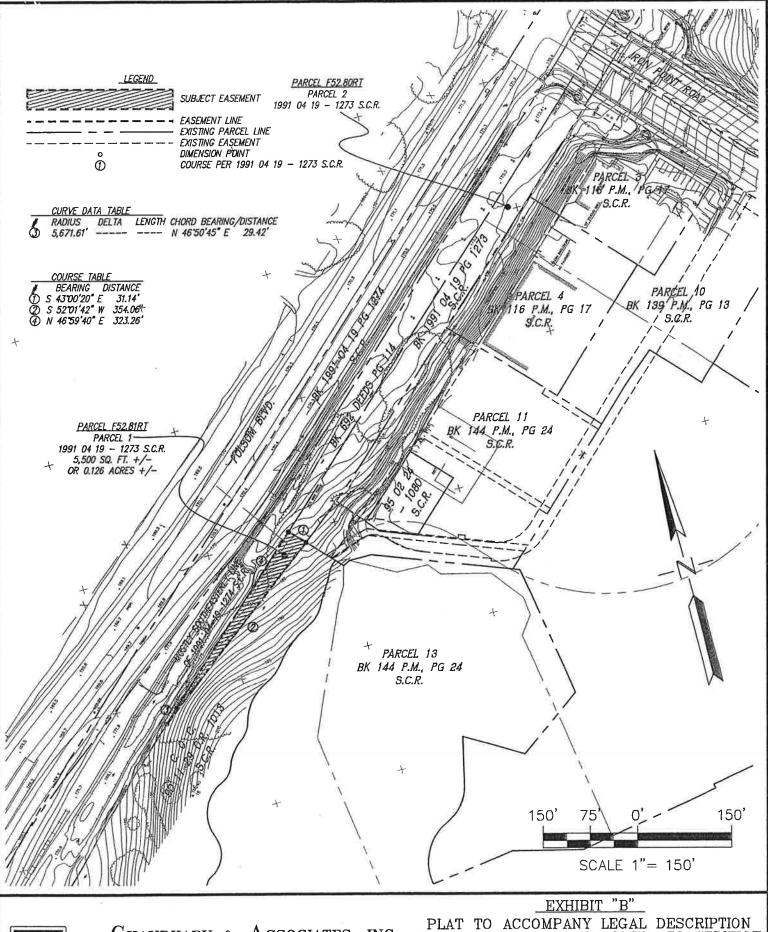
No. 7587

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This description was made by me or under my direction in conformance with the Land Surveyors Act.

David L. Adams

License expires:





3272 VILLA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729 0292

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT - SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DISTRICT - Parcel F52.81RT

Sacramento-Placerville Transportation Corridor Joint Powers Authority to Sacramento Regional Transit District, A.P.N. 072-0850-012 Parcel F52.83RT, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 6 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

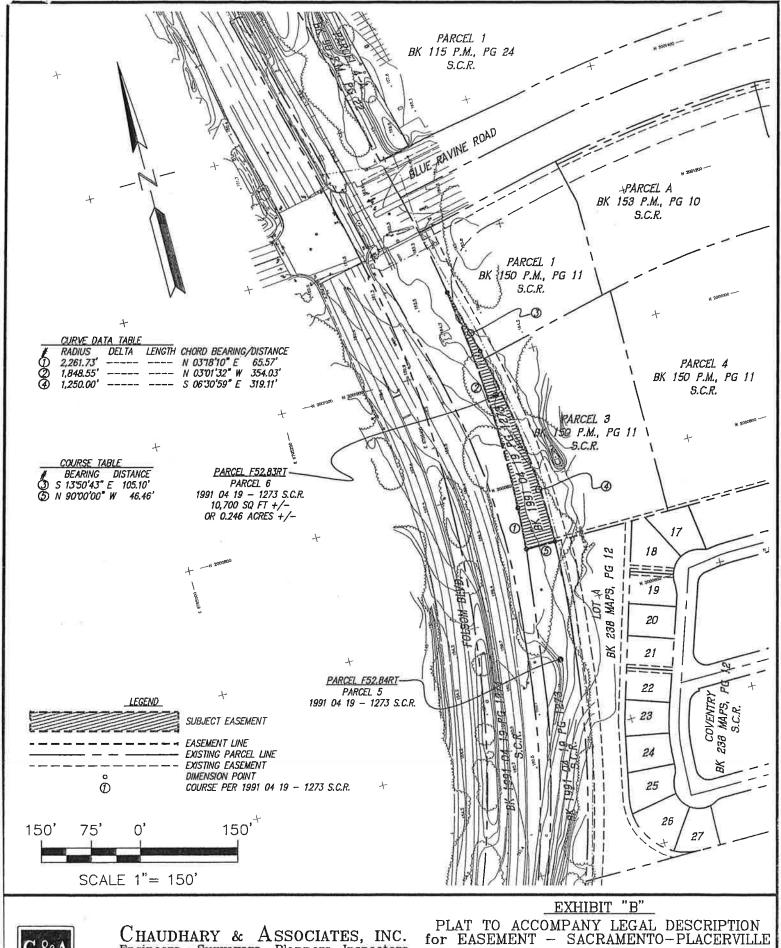
End of Description

A plat, Exhibit "B" to accompany this description being page 2 of 2, is herein made a part of this description.

This description was made by me or under my direction in conformance with the Land Surveyors Act.

David L. Adams License expires: P.L.S. No. 7587

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TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DISTRICT - Parcel F52.83RT 16:409:262 Gif126 of 138

Sacramento-Placerville Transportation Corridor Joint Powers Authority to Sacramento Regional Transit District, A.P.N. 072-0850-016 Parcel F52.84RT, Easement

Exhibit A Legal Description

An easement over, across and upon real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being all of Parcel 5 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991, in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County;

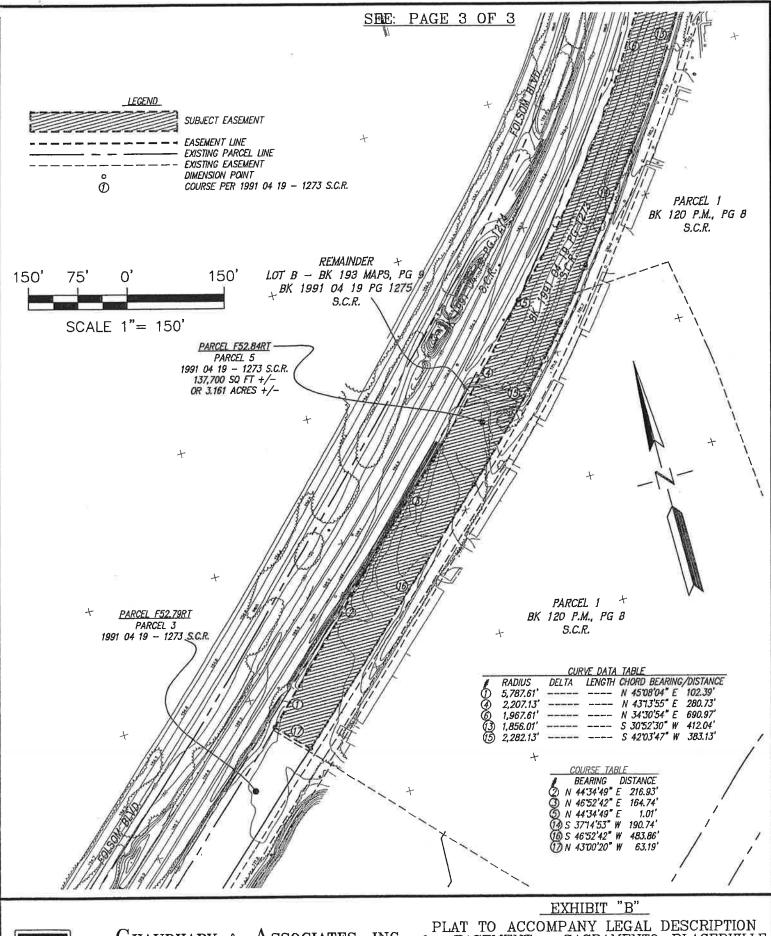
End of Description

A plat, Exhibit "B" to accompany this description being pages 2 and 3 of 3, is herein made a part of this description.

This description was made by me or under my direction in conformance with the Land Surveyors Act.

David L. Adams License expires: P.L.S. No. 7587

12/31/03

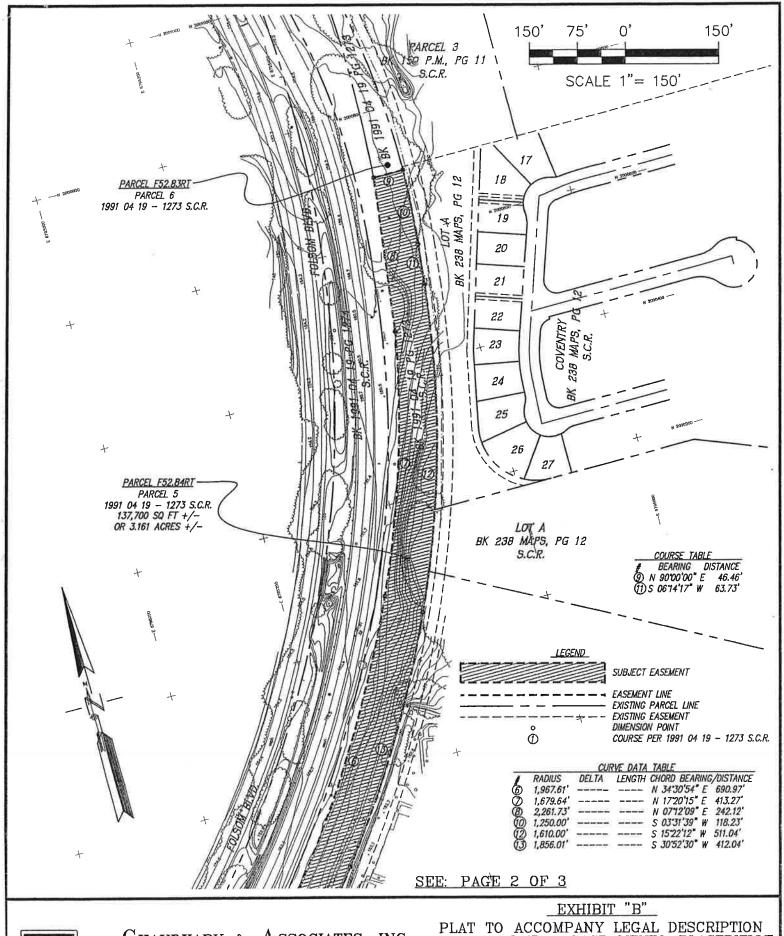




3272 VILLA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729

0296

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT — SACRAMENTO—PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DISTRIBUTE 6—CParsed F58.84RT Page 2 of 3.





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0297

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT — SACRAMENTO—PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DISTRIBUTE 6-CP419edf 158.84RT Page 3 of 3.

Sacramento-Placerville Transportation Corridor Joint Powers Authority, a California joint powers agency to Sacramento Regional Transit District A.P.N. 071-020-073 (portion) A.P.N. 071-020-074 (portion) A.P.N. 072-010-066

Exhibit A Legal Description

Parcel F52.86RT - Easement

An easement, over upon and across real property situate in the City of Folsom, County of Sacramento, State of California described as follows:

Being a portion of Parcel G, Parcel H, Parcel I and Parcel J as said parcels are described in the Judgment Quieting Title, entered June 30, 1924, in Action Number 26354, Decree Number 19370, recorded September 20, 1924 in Book 692 of Deeds at Page 114 of Official Records of Sacramento County more particularly described as follows;

From a **Point of Beginning**, being the most northeasterly point of the parcel of land described in that certain grant deed to the City of Folsom, recorded April 19, 1991 in Book 1991 04 19 at Page 1275 of Official Records of Sacramento County;

Thence, along the northwesterly line of Parcel 5 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991 in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County, on a curve, concave to the northwest, having a radial which bears South 45°20'25" East, a radius of 1,967.61 feet, a central angle of 20°15'27" and a chord bearing and distance of North 34°31'52" East, 692.05 feet, northeasterly along the arc of last said curve 695.67 feet to a non-tangent curve concave to the northwest, having a radial which bears, South 65°35'45" East, a radius of 1,697.64 feet, a central angle of 14°08'00" and a chord bearing and distance of North 17°20'15" East, 413.27 feet;

Thence, northeasterly and northerly along the arc of last said curve 414.32 feet to a compound curve concave to the west, having a radius of 2,261.73 feet, a central angle of 6°08'18" and a chord bearing and distance of North 7°12'11" East, 242.09 feet;

Thence, northerly along the arc of last said curve 242.20 feet to a point on the westerly line of Parcel 6 as said parcel is described in that certain grant deed to the Southern Pacific Transportation Company, a Delaware Corporation, recorded April 19, 1991 in Book 1991 04 19 at Page 1273 of Official Records of Sacramento County, being a non-tangent curve concave to the west, having a radial which bears South 85°51'53" East, a radius of 2,261.73 feet, a central angle of 1°39'52" and a chord bearing and distance of North 3°18'11" East, 65.70 feet;

Thence, northerly along the arc of last said curve 65.70 feet to a non-tangent curve concave to the west, having a radial which bears South 87°31'50" East, a radius of 1,848.55 feet, a central angle of 14°15'35" and a chord bearing and distance of North 4°39'38" West, 458.88 feet;

Thence, northerly along the arc of last said curve 460.07 feet to a point on the easterly line of said Parcel G:

Thence along the last said easterly line of Parcel G, North 13°47'44" West, 2,565.82 feet to a point on the southerly line of said Parcel H;

Page 1 of 13.

Thence along last said southerly line, North 76°12'16" East, 1.00 feet to a point on the easterly line of said Parcel H, being a non-tangent curve concave to the east, having a radial which bears South 76°29'02" West, a radius of 1,432.47 feet, a central angle of 9°07'32" and a chord bearing and distance of North 8°57'12" West, 227.91 feet;

Thence, northerly along the arc of last said curve 228.15 feet to a point on the southerly line of said Parcel I;

Thence along last said southerly line, South 59°19'31" East, 1.30 feet to a point on the easterly line of said Parcel I, being a non-tangent curve concave to the east, having a radial which bears South 80°50'47" West, a radius of 2,794.84 feet, a central angle of 20°33'24" and a chord bearing and distance of North 1°07'29" East, 997.36 feet;

Thence, northerly along the arc of last said curve 1,002.74 feet;

Thence continuing along last said easterly line, North 11°24'11" East, 5.04 feet to a point on the easterly line of said Parcel J;

Thence along last said easterly line, North 11°24'11" East, 1,197.38 feet to the northeast corner of said Parcel J;

Thence along the northerly line of last said Parcel J, South 53°04'11" West, 132.82 feet;

Thence leaving last said northerly line, South 11°25'08" West, 186.13 feet;

Thence, South 12°00'18" West, 51.02 feet;

Thence, South 9°50'17" West, 103.00 feet;

Thence, South 11°11'40" West, 154.40 feet;

Thence, South 11°08'15" West, 363.99 feet;

Thence, South 9°59'38" West, 52.06 feet;

Thence, South 9°35'24" West, 48.90 feet;

Thence, South 8°42'55" West, 51.77 feet;

Thence, South 9°39'58" West, 110.00 feet;

Thence, South 10°12'55" West, 49.18 feet;

Thence, South 8°03'52" West, 52.74 feet;

Thence, South 3°40'06" West, 78.42 feet;

Thence, South 87°20'44" East, 5.81 feet to a non-tangent curve concave to the east, having a radial which bears North 87°20'44" West, a radius of 2,010.00 feet, a central angle of 0°36'12" and a chord bearing and distance of South 2°21'10" West, 21.17 feet;

Thence, southerly along the arc of last said curve 21.17 feet to a compound curve concave to the east, having a radius of 4,000.00 feet, a central angle of 0°49'45" and a chord bearing and distance of South 1°38'11" West, 57.88 feet;

Page 2 of 13.

Thence, southerly along the arc of last said curve 57.89 feet; Thence, South 1°13'19" West, 103.91 feet; Thence, North 88°46'41" West, 17.71 feet; Thence, South 5°23'15" West, 28.78 feet; Thence, South 1°39'47" West, 153.71 feet; Thence, South 4°22'34" West, 50.53 feet; Thence, South 4°38'46" West, 53.51 feet; Thence, South 3°13'25" West, 53.97 feet; Thence, South 2°51'31" East, 53.80 feet; Thence, South 5°31'18" East, 99.58 feet; Thence, South 7°15'55" East, 47.81 feet; Thence, South 13°31'41" East, 24.59 feet; Thence, South 8°56'57" East, 114.06 feet to a tangent curve concave to the east, having a radius of 1,260.00 feet, a central angle of 2°58'35" and a chord bearing and distance of South 10°26'14" East, 65.45 feet; Thence, southerly along the arc of last said curve 65.45 feet; Thence, South 11°55'32" East, 23.70 feet; Thence, South 13°20'26" East, 400.24 feet; Thence, South 13°29'24" East, 52.24 feet; Thence, South 13°35'15" East, 209.61 feet; Thence, South 13°41'33" East, 53.52 feet; Thence, South 14°21'17" East, 52.82 feet; Thence, South 17°11'23" East, 51.39 feet; Thence, South 19°55'01" East, 38.92 feet; Thence, North 75°46'58" East, 2.53 feet to a non-tangent curve concave to the west, having a radial which bears North 75°46'58" East, a radius of 12,490.00 feet, a central angle of 1°24'43" and a chord bearing and distance of South 13°30'41" East, 307.82 feet; Thence, southerly along the arc of last said curve 307.79 feet; Thence, South 9°51'09" East, 41.98 feet;

Page 3 of 13.

Thence, South 6°43'13" East, 91.87 feet;

Thence, South 13°29'17" East, 114.83 feet;

Thence, North 83°30'15" East, 7.83 feet;

Thence, South 10°56'29" East, 19.73 feet;

Thence, South 77°45'31" West, 7.60 feet;

Thence, South 12°24'12" East, 121.47 feet;

Thence, South 12°45'23" East, 103.21 feet;

Thence, South 11°54'00" East, 103.03 feet;

Thence, South 12°57'42" East, 52.69 feet;

Thence, South 13°45'40" East, 156.78 feet;

Thence, South 13°15'21" East, 280.53 feet to a point on the northerly line of that certain parcel of land described in the grant deed to the City of Folsom, recorded April 19, 1991 in Book 1991 04 19 at Page 1274 of Official Records of Sacramento County;

Thence along last said northerly line, North 76°09'00" East, 4.57 feet to a point on the easterly line of the last said parcel to the City of Folsom;

Thence along last said easterly line, South 13°51'00" East, 635.85 feet to a tangent curve concave to the west, having a radius of 1,175.00 feet, a central angle of 20°05'18" and a chord bearing and distance of South 3°48'21" East, 409.86 feet;

Thence, southerly along the arc of last said curve 411.96 feet;

Thence, South 6°14'17" West, 63.73 feet to a tangent curve concave to the west, having a radius of 1,535.00 feet, a central angle of 18°15'50" and a chord bearing and distance of South 15°22'12" West, 487.24 feet;

Thence, southerly along the arc of last said curve 489.30 feet to a compound curve concave to the northwest, having a radius of 1,781.00 feet, a central angle of 12°44'46" and a chord bearing and distance of South 30°52'30" West, 395.39 feet;

Thence, southwesterly along the arc of last said curve 396.20 feet;

Thence, South 37°14'53" West, 190.74 feet to a tangent curve concave to the northwest, having a radius of 2,207.13 feet, a central angle of 2°20'16" and a chord bearing and distance of South 38°25'01" West, 90.05 feet;

Thence, southwesterly along the arc of last said curve 90.06 feet to the Point of Beginning.

Containing 424,366 square feet +/- or 9.742 acres more or less.

End of Description

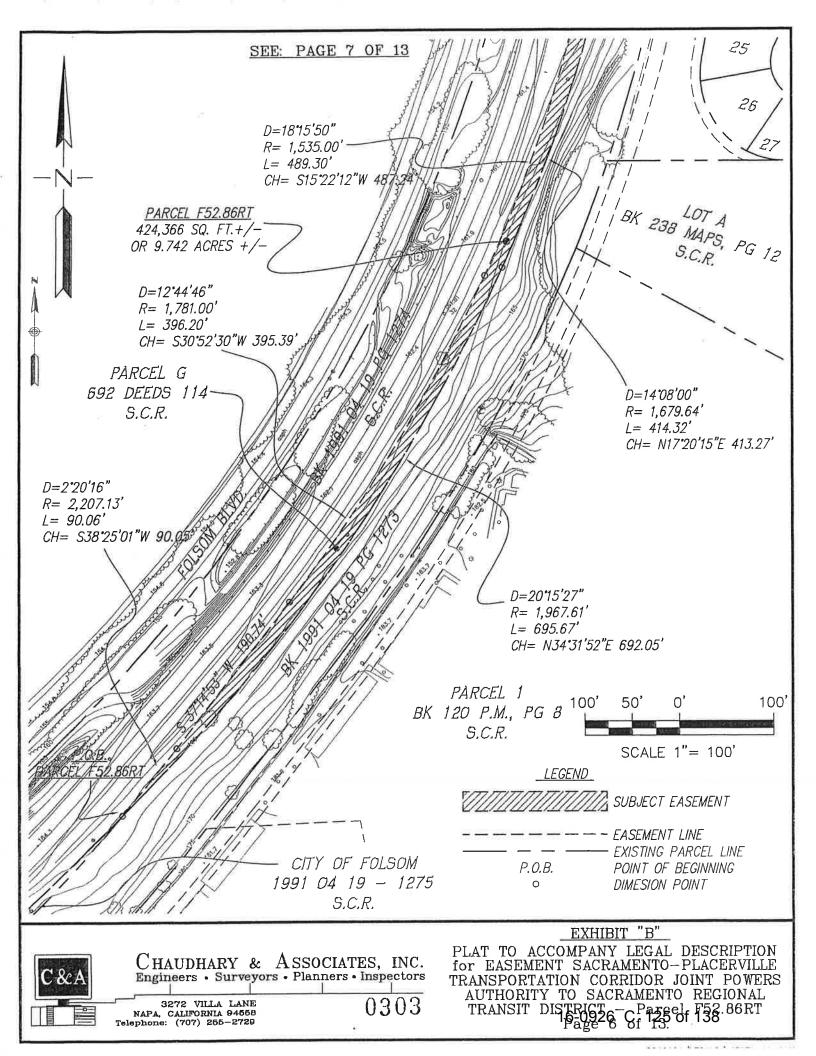
Page 4 of 13.

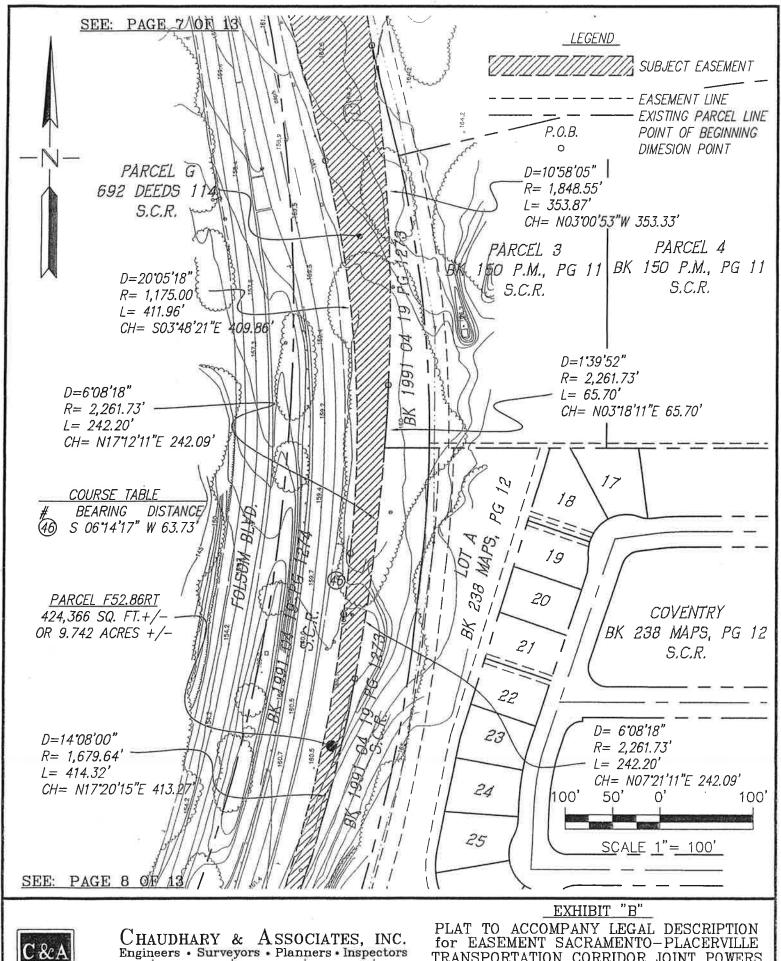
A plat, Exhibit "B" to accompany this description being pages 6 through 13 of 13, are herein made a part of this description.

This description was made by me or under my direction in conformance with the Land Surveyors Act.

License expires:

Page 5 of 13.

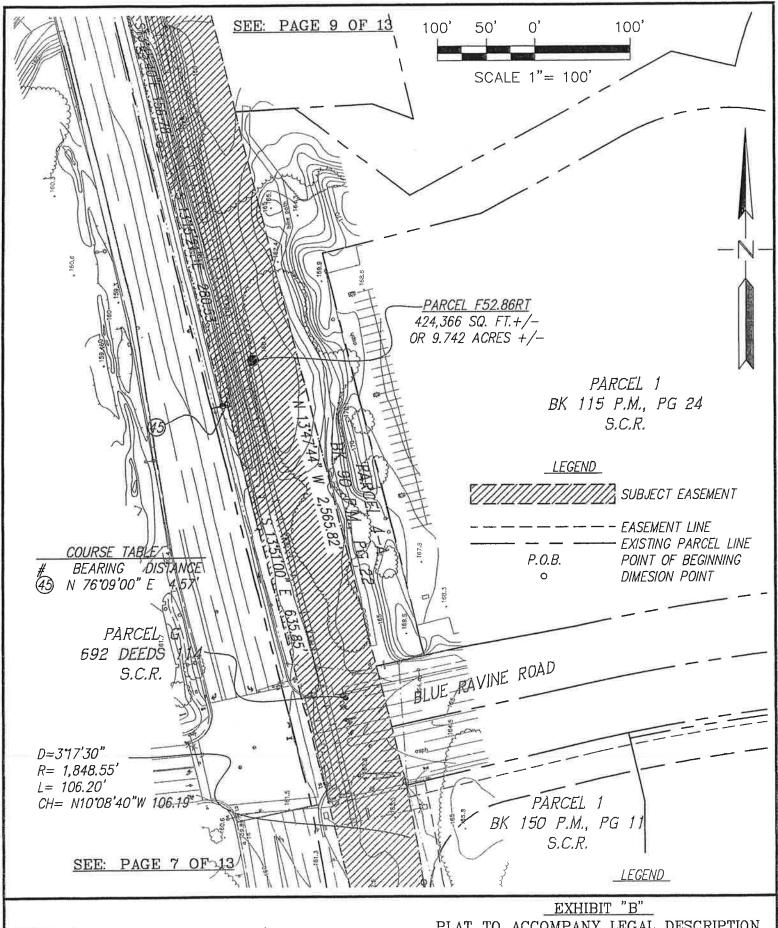




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0304

TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DISTRICT

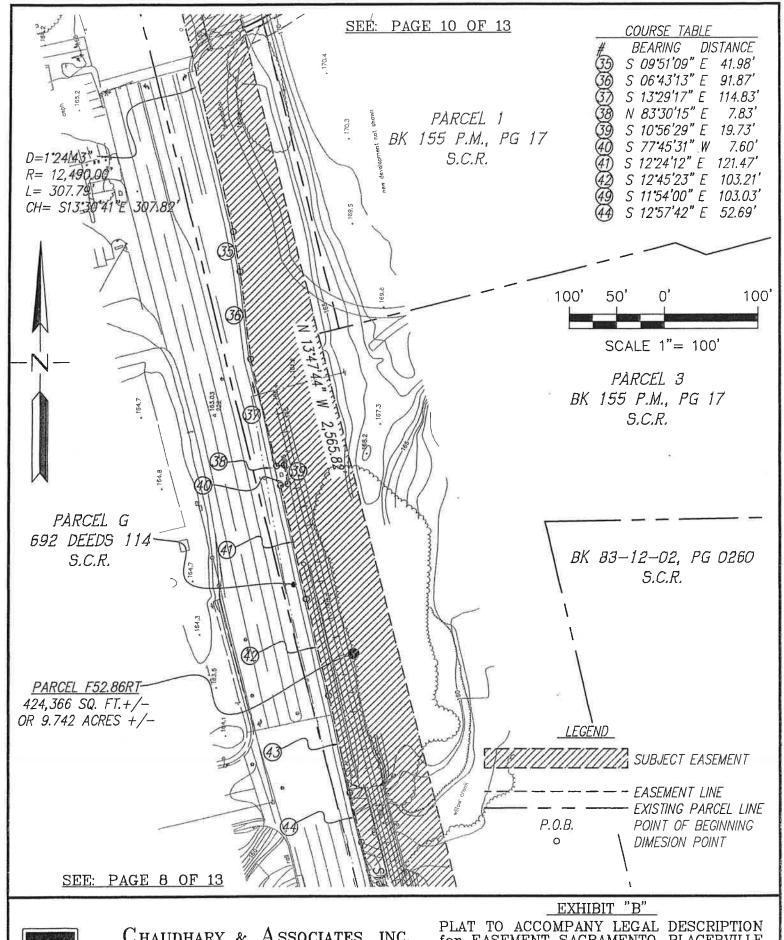




3272 VILLA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729

0305

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DIST



C&A

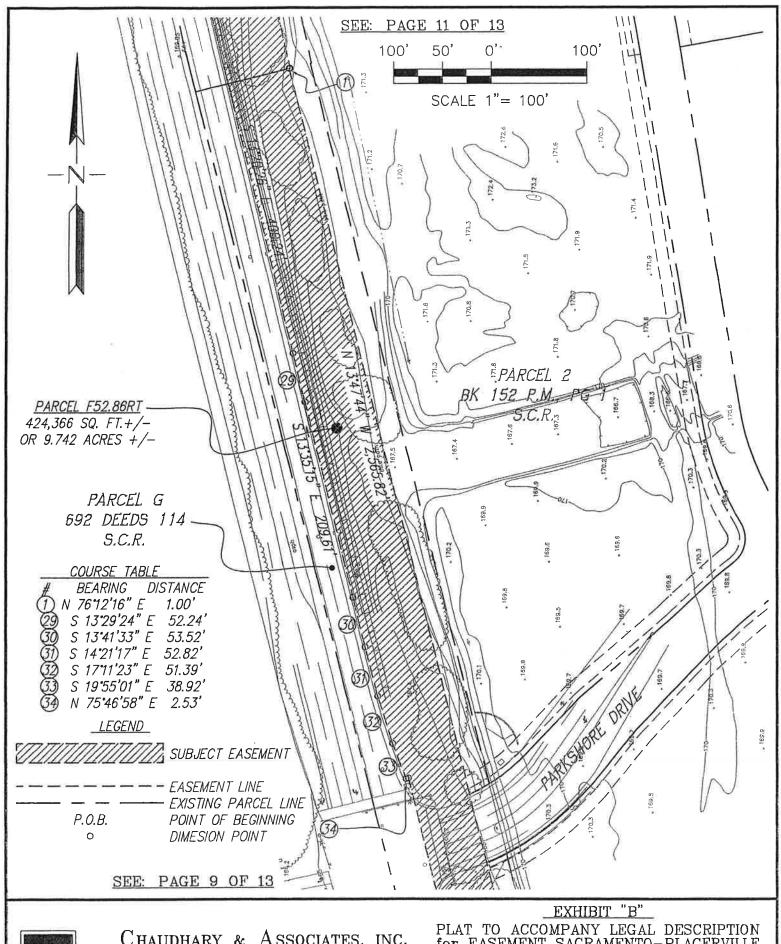
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0306

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL

TRANSIT DISTRICT - Parcel F52.86RT

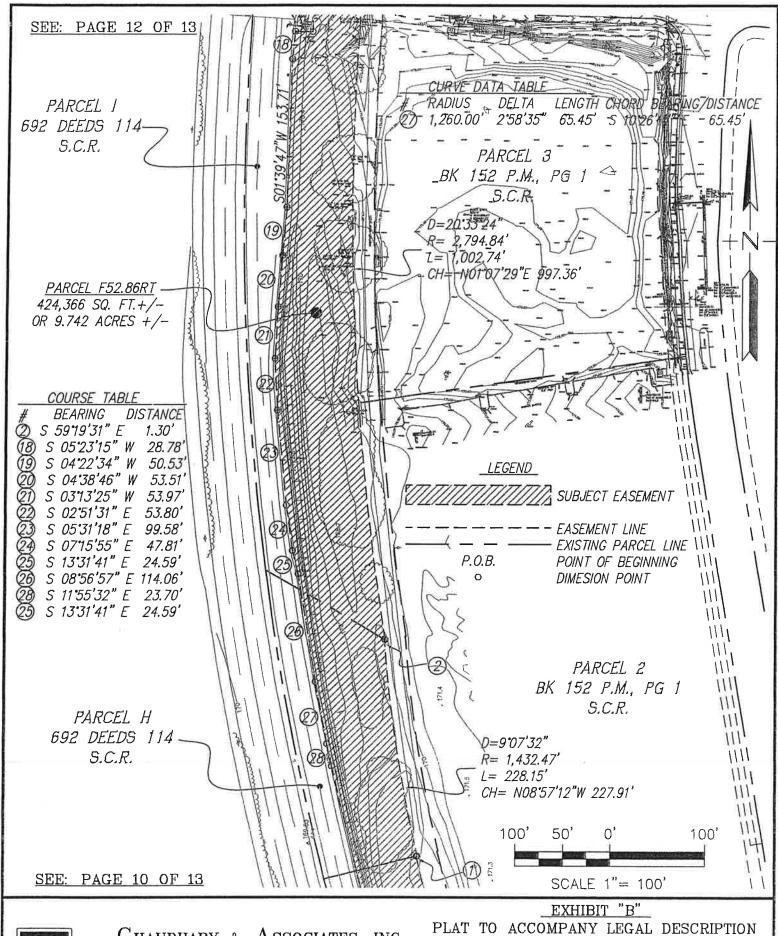




3272 VILLA LANE NAPA, CALIFORNIA 94558 Telephone: (707) 255-2729

0307

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DISTRICT CParcel 538 86RT



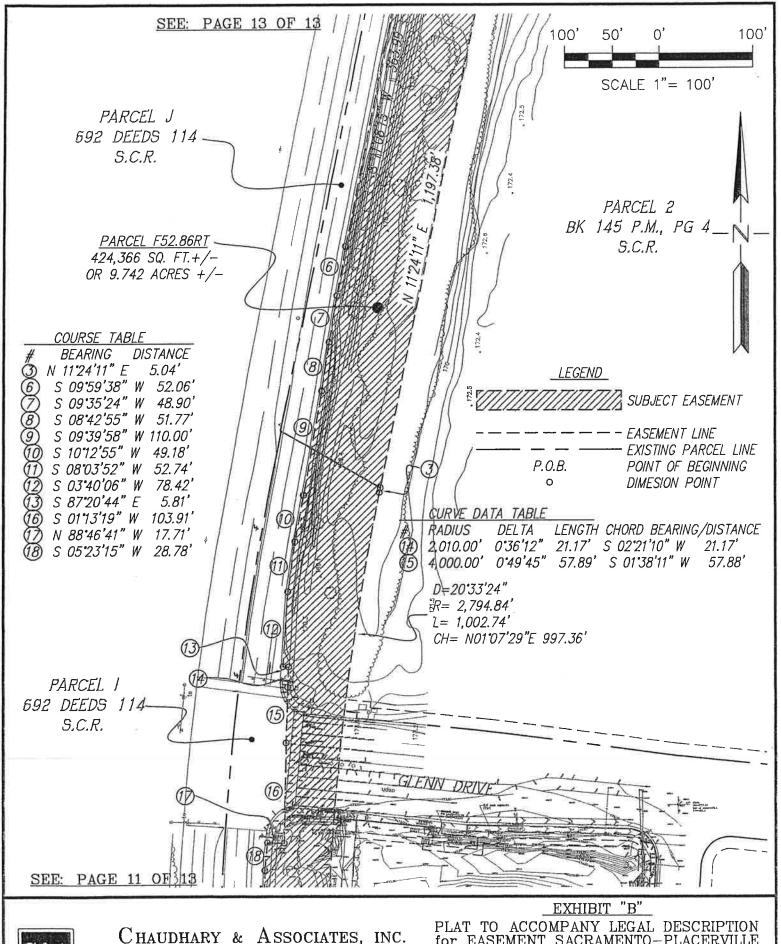
C&A

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0308

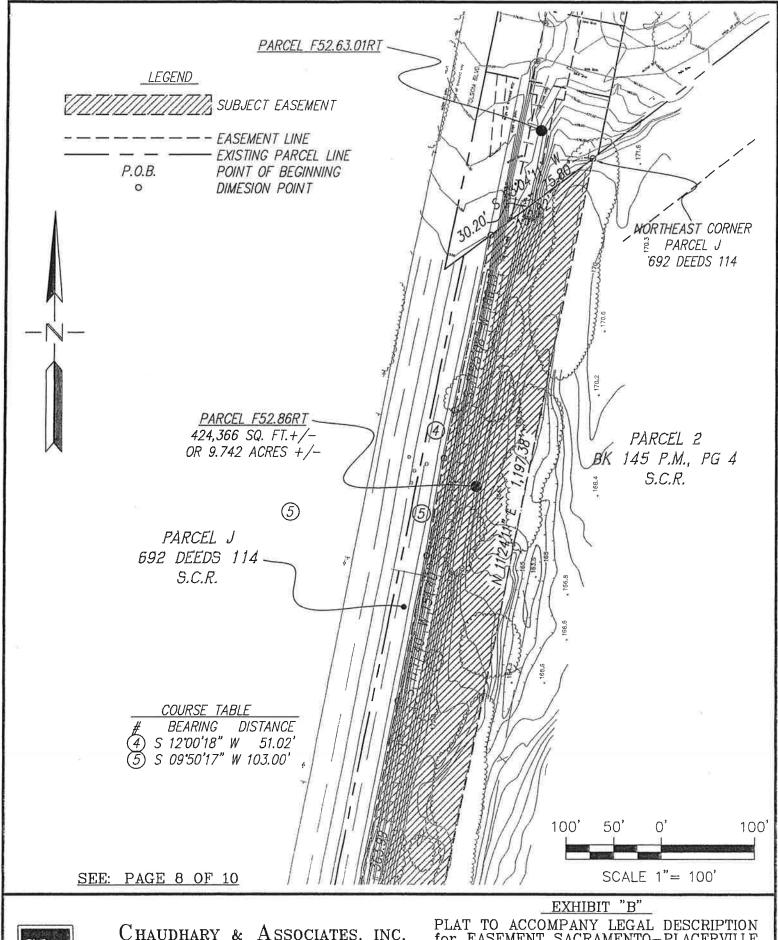
PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DISTRICT - Parcel F52.86RT 16,2926 Gf 139 of 138



3272 VILLA LANE NAPA, CALIFORNIA 94658 Telephone: (707) 255-2729

0309

PLAT TO ACCOMPANY LEGAL DESCRIPTION for EASEMENT SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DIS





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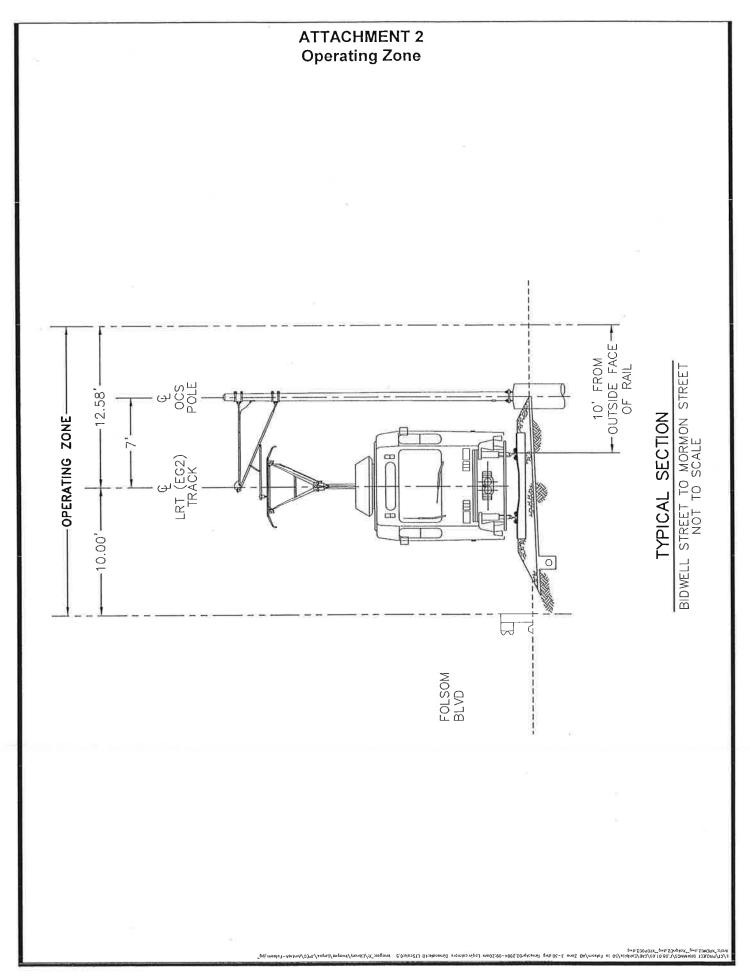
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for EASEMENT SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY TO SACRAMENTO REGIONAL TRANSIT DIST

Attachment 2

To RT Easement Agreement

Operating Zone



Attachment 3

To RT Easement Agreement

Future Operating Zone

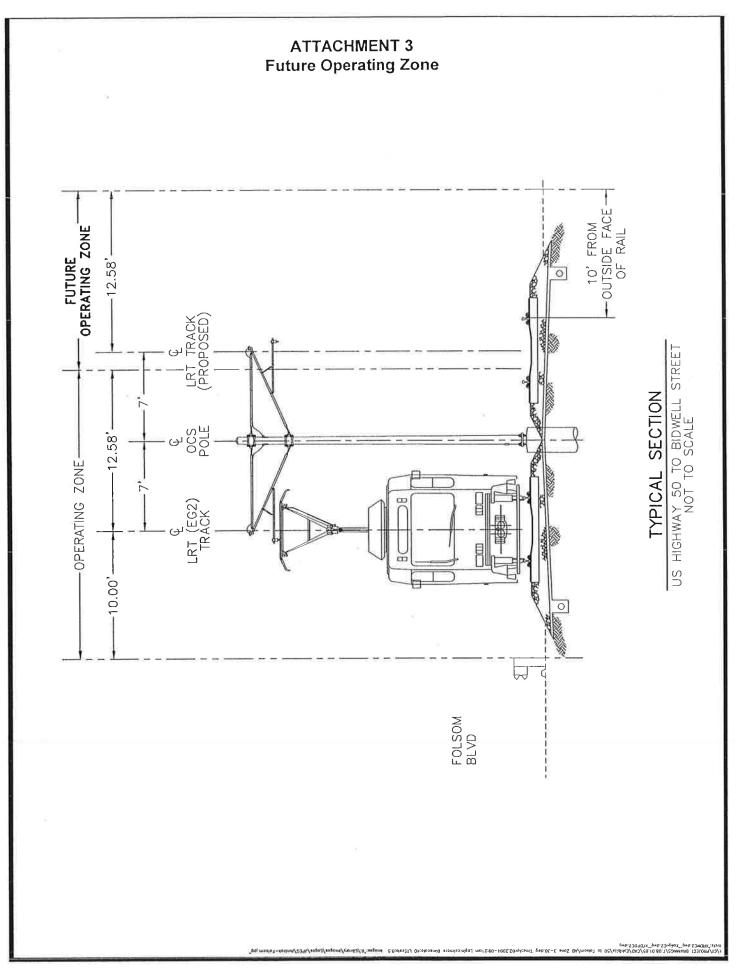


Exhibit D

To Third Amendment to the RUFA

Sacramento-Placerville Transportation Corridor Joint Powers Authority SPRR Placerville Branch Right of Way Acquisition Bate No. 316

