

April 26, 2016

Vickie Sanders
Parks Manager
County of El Dorado
Chief Administrative Office, Parks Division
330 Fair Lane
Placerville, CA 95667

RE: *Historical Railroad Park Project Initial Study/Mitigated Negative Declaration — Responses to Public Comments*

Dear Ms. Sanders:

The County of El Dorado, Parks and Trails Department is proposing the development of several improvements to the existing Historical Railroad Park. Improvements would include development of new facilities, improvements to existing facilities, and trail construction. The proposed new facilities would house the El Dorado County Museum's collection of railroad and logging artifacts. The approximately 7.7-acre project is located within the Sacramento-Placerville Transportation Corridor (SPTC) right-of-way, adjacent to the Town of El Dorado in unincorporated El Dorado County (County). On behalf of the County of El Dorado, Parks and Trails Department, Foothill Associates prepared an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) for the project, analyzing and discussing the potential environmental effects resulting from implementation of the proposed project, and identifying mitigation measures to reduce the level of significance of any impacts to a level below significant. Pursuant to Section 15073(a) of the State California Environmental Quality Act (CEQA) Guidelines, the *Historical Railroad Park Project Initial Study/Mitigated Negative Declaration* (State Clearinghouse Number 2016022037) was circulated for public review for a 30-day comment period between February 11, 2016 and March 14, 2016.

This letter documents and responds to public and agency comments received by the County Parks and Trails Department concerning the public review draft IS/MND (per CEQA Guidelines Section 15074(b)).

Public comments received by the County Parks and Trails Department and forwarded to Foothill Associates are attached to this correspondence and include the following:

1. February 16, 2016 email from Edward Cunha (**Attachment 1**);
2. February 23, 2016 Comments from the County of El Dorado Parks and Recreation Commissioners meeting date February 18, 2016 (**Attachment 2**);

3. February 24, 2016 email from Jackie Neau (**Attachment 3**);
4. March 8, 2016 email from Mary Cory (**Attachment 4**);
5. March 12, 2016 email from Bruce Cunha (**Attachment 5**);
6. March 12, 2016 letter from Eileen Cim (**Attachment 6**);
7. March 14, 2016 email from Don Rose (**Attachment 7**); and
8. March 14, 2016 letter from Robert A. Smart, Jr. (**Attachment 8**).

In addition to public comments received, we are attaching the following documents:

1. January 3, 1997 SPTC-JPA Easement Agreement (**Attachment 3A**);
2. June 24, 1997 Reciprocal Use and Funding Agreement (RUFA) (**Attachment 3B**); and
3. July 27, 1995 and August 26, 1996 Notice of Interim Trail Use (NITUs) (**Attachment 3C**).

Foothill Associates offers the following response to the comments received on the *Historical Railroad Park Project Initial Study/ Mitigated Negative Declaration*.

Comment Letter 1

The February 16, 2016 email from Edward Cunha (**Attachment 1**) identifies corrections in the IS/MND as they relate to fire services as quoted below.

Comment 1a:

"4.8h please correct the following:

*h. Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? Less Than Significant Impact. Wildland fires are those fires that pose a threat to the more rural areas of the County. Wildland fires result from intentional and unintentional human activities as well as natural processes. **Railroad Park is within a moderate fire hazard severity zone, as defined by Cal Fire and is located within the El Dorado County Fire Protection District (ECF) (Cal Fire 2007). Fire suppression responsibilities are shared between ECF, CAL Fire, and the U.S. Forest Service (USFS). Railroad Park is serviced by Station 28 in Shingle Springs which is staffed 24 hours a day, seven days a week. Additionally, there are a number of other local fire stations within a 10-mile radius of Railroad Park and CAL Fire operates a station at Mount Danaher northeast of Railroad Park in Camino.***

*Railroad Park is within a moderate fire hazard severity zone, as defined by Cal Fire and is located within the **Diamond Springs/El Dorado Fire Protection District (DSP) (Cal Fire 2007). Fire suppression responsibilities are shared between DSP, CAL Fire, and the U.S.***

Forest Service (USFS). *Railroad Park is served by **Station 49 in Diamond Springs** which is staffed 24 hours a day, seven days a week."*

Response 1a:

Comment noted.

Corrections are shown in highlighted text above.

No modification to the analyses or findings identified within the Initial Study is required.

Comment Letter 2

The February 23, 2016 comments from the County Parks and Recreation Commissioners meeting held on February 18, 2016 (**Attachment 2**) reflected suggestions for adjusting location/design of individual improvements within the project area as quoted below.

Comment 2a:

"Commissioners commented on the location of specific elements within the project area and did not reflect any change to the Project Description or analysis. A discussion was held about the preferred location for the children's play area and the desire to keep it separated from the equestrian parking area...the preferred location and design of the restroom to be built with a pending grant."

Response 2a:

Comment noted.

As stated in **Section 3.6.1** of the IS/MND:

Children's Play Area

The children's play area would be located adjacent to the picnic and parking areas. The children's play area would have wrought iron safety fencing between the play area and parking to provide safety for children using the play structures. The play area would include play equipment such as slides, swing set, a climbing apparatus, etc.

As reiterated above, and included within the IS/MND, project design incorporates safety fence between the play area and adjacent parking areas.

The conceptual location and design of the proposed restroom is proposed based on the expectation that it will be used to support the play area, picnic area, trail, and equestrian uses. The exact location of the play area, picnic area, and restroom may be adjusted once detailed construction drawings are prepared. Substantial modifications to the site plan may require additional environmental review.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 2b:

“Bruce Cunha asked for clarification on the type of restroom plumbing that would be used.”

Response 2b:

Comment noted.

The type of plumbing will be determined prior to construction of the proposed restroom.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 2c:

“Mary Cory (Museum Administrator, El Dorado County Historical Museum) stated that she would be providing Foothill Associates with a [sic] comments from the El Dorado Western Railway volunteers about types of equipment and noise.”

Response 2c:

Comment noted.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 2d:

“Randi Hackbarth, with Backcountry Horsemen of California, provided verbal comments...suggesting that the play area and restrooms be moved away from the equestrian parking area, that the equestrian parking area should not be paved, and that spacing needs to be adequate for tying up horses.”

Response 2d:

Comment noted.

As documented within **Section 3.6.1** of the IS/MND, under Parking:

An equestrian lot with five spaces would be located at the northwest end of the park. Adjacent to the paved equestrian parking area would be a hitching area for equestrian users.

The conceptual plan identifies conceptual locations for the play area and restrooms. The exact locations may be refined once detailed design is done. The equestrian area may remain surfaced with decomposed granite or other unpaved surfacing until such time as funding is acquired for paving. Substantial modifications to the site plan may require additional environmental review.

No modification to the analyses or findings identified within the Initial Study is required.

Comment Letter 3

The February 24, 2016 email from Jackie Neau (**Attachment 3**) poses questions about adequate parking for Historical Railroad Park and construction of permanent buildings within the rail corridor.

Comment 3a:

"...I think the 17 planned parking spots is woefully inadequate. The proposed uses for this area are a museum plus exhibits, excursion train rides, the only local playground in the area, and trailhead parking. With 4 separate venues, 17 parking spots allows for 4.25 parking spots per use. Is that supposed to include employee and volunteer parking also? That 4.25 number is less if so."

Response 3a:

Comment noted.

As stated in **Section 4.16(a)** of the IS/MND:

"Policy TC-1w of the El Dorado County General Plan, Circulation Element requires parking consideration for improvements to existing roads necessitated by new development. The Proposed Project would include parking for three buses, five cars with equestrian trailers, and seventeen parking spaces for cars. These parking spaces are adequate parking for the utilization of Railroad Park facilities (KDA 2015). However, the park would host several special events once all park facilities are completed. These special events would include as many as 125 people at the park over the course of an afternoon, arriving by automobile. The parking onsite would not be adequate to accommodate special events. Therefore, whenever special events occur at Railroad Park overflow parking would be located, if possible, at the Community Center. Another option would be to develop a shuttle system from an established parking lot near the Project Site. The Town of El Dorado has held special events where they utilized parking in various areas, and parking management would consist of partnering with local merchants and the Community Center during these special events that require additional parking..."

As analyzed by the Traffic Analysis prepared by KD Anderson and Associates, the Museum is anticipated to attract approximately 35 visitors daily. Daily visitation for the park facilities is anticipated at 15 groups. Therefore, proposed parking facilities are anticipated to be adequate for normal daily operations for the facility. As described in the IS/MND and the Traffic Study, weekend visitation may escalate to 200 visitors during times when El Dorado Western Railroad offers train rides. As also described by the IS/MND, special events may also result in spikes in park attendance resulting in over 125 people in the park over the course of an afternoon. During times when park attendance exceeds onsite parking capacity, parking is available at the Community Center and options such as shuttles exist to accommodate anticipated users by event.

Comment 3b:

“When the Missouri Flat section of trail opened, the 10 planned trailhead spots were not adequate and surrounding businesses were impacted. It is my hope we can avoid a repeat of this problem. I know that the Community Building is there, and perhaps the thinking is that will serve as overflow parking. There is also a small business there. At times when the community hall is used for larger events, it is likely to create a problem situation.

Bottom line, I believe you need to plan for at least twice as much parking than is proposed.”

Response 3b:

Commented noted. See Response 3a above.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 3c:

“Second is the question. I've always been told that no permanent buildings are allowed to be built on railbanked right of ways. Please note number 3 in the attachment. Just wondering if the county has looked at this and how they are justifying the proposals of buildings? My understanding was the train depot was allowed because it can easily be moved, is not on a slab, and is not permanent.”

Response 3c:

Comment noted.

The SPTC – JPA granted an Easement Agreement (**Attachment 3A**) to the County of El Dorado dated September 6, 1996 allowing use of rail corridor between Milepost 94.3, in Sacramento, California to Milepost 147.6 in Placerville, California subject to restrictions set forth in Section 2 of the Easement Agreement which states the following:

2. 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 Milepost 94.3 in Sacramento, California, to Milepost 147.6, in 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, 1995, among SPTC-JPA and its member agencies (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 all portions of the PROPERTY located between milepost 108 and milepost 147.6 in accordance with the NITU's; (iii) to the extent a defense is not provided by SPTC-JPA's title insurer, GRANTEE shall defend SPTC-JPA's title to any portion of the RAIL CORRIDOR for railroad, trail or other transportation purposes; and (iv) GRANTEE shall cooperate (at no cost to GRANTEE) with SPTC-JPA and its other member agencies in the defense of title to portions of the RAIL CORRIDOR other than the PROPERTY.

The construction of structures is not prohibited by the Easement Agreement, the Reciprocal Use Agreement (**Attachment 3B**) or the NITUs (**Attachment 3C**).

No modification to the analyses or findings identified within the Initial Study is required.

Comment Letter 4

The March 8, 2016 email from Mary Cory, on behalf of the El Dorado County Historic Museum (**Attachment 4**) identifies corrections in the IS/MND as they relate to the locomotive operations as quoted below.

Comment 4a:

"Specific reference to the Plymouth engine should be changed to say "Plymouth Locomotive or similar historic railroad engine" as other engines may be acquired in the future."

Response 4a:

Commented noted.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 4b:

"Increase time in the park from ½ hour to 1 hour (to allow for time to warm up the engine and other start-up operations)."

Response 4b:

Commented noted.

No modification to the analyses or findings identified within the Initial Study is required.

Comment Letter 5

The March 12, 2016 email from Bruce Cunha (**Attachment 5**) identifies concerns with analyses within the IS/MND as they relate to the locomotive operations as quoted below.

Comment 5a:

I reviewed the County General Plan and have a concern that the standard quoted is not the correct one.

http://www.edcgov.us/Government/Planning/Adopted_General_Plan.aspx “

Response 5a:

Comment noted. Please see responses to Comment 5b, 5c, 5d, and 5e below.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 5b:

“If you note: in Policy 6.1 Coordinated approach to hazard and disaster response planning. Under 6.5: ACCEPTABLE NOISE LEVELS. Table 6-2 (the table you listed), is for non-transportation noise sources. Since the survey used a locomotive as one of the higher levels of noise for operational noise, should not table 6-1 (MAXIMUM ALLOWABLE NOISE EXPOSURE FOR TRANSPORTATION NOISE SOURCES) have been used.”

Response 5b:

A single table (Table 4.12-1— Construction Noise Levels) is presented within the Noise Section of the IS/MND (**Section 4.12**). Table 4.12-1 summarizes maximum allowable construction noise exposure for non-transportation noise sources in Rural Centers for Commercial, Recreational, and Public Facilities as presented within Table 6-4 within the Noise Element of the County of El Dorado General Plan.

Table 4.12-a is not intended to present project-related data relevant to locomotive operation.

Analyses relevant to locomotive operation are presented within **Section 4.12(a)** under *Operational Impacts* (Page 4-56).

No modification to the analyses or findings identified within the Initial Study is required.

Comment 5c:

*“In the notes in 6-2 it states “For the purposes of the Noise Element, transportation noise sources are defined as traffic on public roadways, **railroad line** (emphasis added) operations and aircraft in flight.”*

Response 5c:

Comment noted.

This comment pertains to the notes for Table 6-2 presented in the County of El Dorado General Plan. Table 6-2 is not referenced within the IS/MND analyses.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 5d:

“We need to assure that there are not areas of the study that can be called into issue, and I believe making sure we have the correct table listed is important. I also feel the person putting this chapter together did not actually know what it was they were writing. I think it was just copies out of the other documents from the State or other Counties.”

Response 5d:

Comment noted.

As stated above in Response 5b, Table 4.12-1 summarizes County of El Dorado General Plan standards pertaining to construction noise as presented within Table 6-4 in the General Plan. Table 4.12-a is not intended to present project-related data relevant to locomotive operation.

Analyses relevant to locomotive operation are presented within **Section 4.12(a)** under *Operational Impacts* (page 4-56).

No modification to the analyses or findings identified within the Initial Study is required.

Comment 5e:

“When you state a Leq, Lmax, the scale and time need to be stated. I do note that in Policy 6.5.12 they do use dBA for the Ldn/CNEL, dB, but they do not state this for the Leq/Lmax.”

Response 5e:

Comment noted.

Policy 6.5.12 provides guidance for project-specific noise technical studies and states:

Policy 6.5.1.12 When determining the significance of impacts and appropriate mitigation for new development projects, the following criteria shall be taken into consideration.

- A. Where existing or projected future traffic noise levels are less than 60 dBA Ldn at the outdoor activity areas of residential uses, an increase of more than 5 dBA Ldn caused by a new transportation noise source will be considered significant;
- B. Where existing or projected future traffic noise levels range between 60 and 65 dBA Ldn at the outdoor activity areas of residential uses, an increase of more than 3 dBA Ldn caused by a new transportation noise source will be considered significant; and

- C. Where existing or projected future traffic noise levels are greater than 65 dBA Ldn at the outdoor activity areas of residential uses, an increase of more than 1.5 dBA Ldn caused by a new transportation noise will be considered significant.

Due to the availability of readily available, existing sources of information, no project-specific technical studies were prepared for the Historical Railroad Park Project. Impact analyses related to locomotive operation within the Historical Railroad Park Project rely on the analyses presented within the October 1998 *El Dorado County: Sacramento-Placerville Transportation Corridor Master Plan Draft Environmental Impact Report*.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 5f:

"I assume that table 6-2 is a 12 hour period in that the Leq/Lmax is over a 12 hour period. If table 6-3 is to be used, time and scale should be made clear."

Response 5f:

Comment noted.

Table 6-3 is not referenced within the IS/MND.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 5g:

"Given our operation, I do not see any potential that we would be above the Ldn/CNEL of 70 dB as listed in table 6-1."

Response 5g:

Comment noted.

No modification to the analyses or findings identified within the Initial Study is required.

Comment Letter 6

The March 12, 2016 letter from Eileen Cim (**Attachment 6**).

Comment 6a:

"The tracks and ties on a railbanked line can be removed...no permanent structures can be built on the right-of-way." (Railbanking Fact Sheet)"

Response 6a:

The SPTC – JPA granted an Easement Agreement to the County of El Dorado dated September 6, 1996 allowing use of rail corridor between Milepost 94.3, in Sacramento, California to

Milepost 147.6 in Placerville, California subject to restrictions set forth in Section 2 of the Easement Agreement which states the following:

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The construction of structures is not prohibited by the Easement Agreement.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 6b:

“The Draft El Dorado County Railroad Park Project Document is an Initial Study supporting a Mitigation Negative Declaration determination to clear development of several proposed improvements to be the El Dorado County Historical Park (Proposed Park) in the town of El Dorado. The Program EIR for the Sacramento-Placerville Transportation Corridor states:’ [sic] In this program EIR it has been assumed that the excursion rail use is a new ‘project’ as defined by CEQUA [sic] and thus its impacts are therefore subject to review.”

Response 6b:

Comment noted.

No excursion rail service is proposed by the Historical Railroad Park Project. As stated in IS/MND **Section 3.6.2:**

El Dorado Western Railroad

Several changes would be made to the railroad tracks to accommodate the new buildings and excursion rails. A switch would be added to the southeastern portion of the tracks. A second switch would be added to the northeastern section of track. The corresponding spur would follow the existing rail line to the south of the track and would connect the two switches at either end of the park. The spur would run adjacent to the depot, display building, outdoor display yard and engine house shop for access to these structures by the trains. A 1940's eighteen-ton diesel Plymouth Locomotive would pass through Railroad Park with a flat car carrying passengers and a restored caboose. On average, the Plymouth Locomotive would pass through the Park once a month and spend about a half hour at the park, averaging approximately six operational hours annually within the Project Site.

Modifications to the tracks would facilitate display and demonstration of elements of El Dorado County's railroading and logging past, as well as potentially accommodate future excursion service (if approval for such use was obtained at some time in the future).

The locomotive(s) proposed to pass through the park is intended to showcase historical engines for enjoyment by park users in light of the park's purpose and objectives in light of the County's railroading and logging history.

Comment 6c:

"Some concerns that need to be addressed as this neighborhood park is developed.

- 1. Building El Dorado County structures on a flood plain. (Mud Springs)*
- 2. Providing access to the park for walkers and bicyclists.*
- 3. Providing healthful exercise opportunities.*
- 4. Including facilities and improvements that provide recreational opportunities for all age groups as well as families."*

Response 6c:

Comment noted.

An evaluation of floodplain-related impacts is included within **Section 4.9** of the IS/MND.

As described in **Section 3.6.3**, access improvements for pedestrians and bicyclists are proposed.

Existing Unpaved Trail

There is currently an unpaved trail within Railroad Park that would be improved to better accommodate park users. Trail improvements would consist of establishing a more consistent width (approximately six feet) and cross slope, with stabilized decomposed granite on the trail.

The trail connects the two ends of the park on the north side of the track. The trail would accommodate walkers, bikers, and equestrian users connecting them to the hitching area and depot building in Railroad Park. The unpaved trail would provide trails users on the north and south ends of the park access to the rest of the SPTC trail corridor.

Paved Trail

A paved trail would be developed to the south of the unpaved trail and would run parallel to the unpaved trail alignment. The paved trail would diverge from the unpaved trail at either end of Railroad Park and cross the tracks to connect to the depot in the southwest portion of the park and to the hitching area in the northeast section of the park. The trail would be approximately 10 feet wide with two-foot decomposed granite shoulders to accommodate pedestrians and bicyclists. The paved trail would provide trail users access to the SPTC trail corridor with connections at the north and south of the Project Site.

In addition, bike parking facilities are also proposed.

Exercise opportunities for park users are provided by proposed trails, and encouraged through the development of bicycle and equestrian facilities.

Proposed improvements have been designed to accommodate a wide range of park users, and include facilities for young children through adults.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 6d:

“What is the possibility of providing for parking and restrooms and phase development to meet communities [sic] needs?”

Response 6d:

Comment noted.

Proposed improvements have been designed to meet the needs of community members of varying ages and interests.

Proposed phasing is described within the first paragraph of **Section 3.6**, which reads as follows:

“...Construction of the Proposed Project would begin with Phase 1 in the summer of 2016 with construction of the two-stall prefabricated restroom. Phase 2 would follow several years later and the two-stall prefabricated restroom would be moved near the picnic area, as shown on Error! Reference source not found.. Construction for Phase 2 would occur incrementally, with the parking lot and trails first, followed in the next few years by museum improvements.”

No modification to the analyses or findings identified within the Initial Study is required.

Comment 6e:

"In my opinion, there are some unresolved issues that need to be addressed before proceeding with this project."

Response 6e:

Comment noted.

No modification to the analyses or findings identified within the Initial Study is required.

Comment Letter 7

The March 12, 2016 email from Don Rose (**Attachment 7**).

Comment 7a:

"In not and environmental attorney, but my understanding of CEQA is that excursion train operations are grandfathered under CEQA with no need for environmental review as long as the operation uses only existing track and facilities. Once the existing track and facilities are changed or added to, it triggers CEQA requirement on the entire excursion train operation, not just the added or changed track and facilities. Therefore, this document should cover the entire excursion train operation on the 8 miles long train Park."

Response 7a:

Comment noted.

No excursion rail service is proposed by the Historical Railroad Park Project and therefore the IS/MND does not evaluate impacts associated with excursion train development or operation.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 7b:

"3.4 Mountain bikers should be included in the reference to users of the unpaved trail in the park. "

Response 7b:

Comment noted.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 7c:

"3.6.1 Under 'Outdoor Display Yard', it states that the sidings and mainline would be used to move rolling stock to and from other Railroad History Center facilities. Railroad

History Center is not defined and should be. Are there other improvements planned along the corridor?"

Response 7c:

The reference to Railroad History Center facilities refers to facilities proposed for development by the Proposed Project. All project-related improvements are described in **Section 3.6** of the IS/MND.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 7d:

"3.6.2 Under 'El Dorado Western Railroad', it states that the railroad would run its diesel locomotive through the park once per month. Will EDWRR operations be limited to one run per month? What is the use of preserving 8 miles of railroad track if it will only be used once per month?"

Response 7d:

The monthly operation of the locomotive is the only operation proposed as a component of the Historical Railroad Park Project currently proposed by the County.

No modification to the analyses or findings identified within the Initial Study is required.

Comment Letter 8

The March 14, 2016 letter from Robert A. Smart, Jr. (**Attachment 8**).

Comment 8a:

"I was an El Dorado County Parks and Recreation Commissioner at the inception of the railroad park. I was very enthusiastic about moving Engine 4 out of the overcrowded museum area in Placerville and having it and other remnants of narrow gauge logging displayed in El Dorado where it could be viewed and admired. Local volunteers have donated huge amounts of their time restoring Engine 4 and the surviving Caldor and Mich-Cal rolling stock. Somehow the vision I supported has been lost or greatly diluted."

Response 8a:

Comment noted.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 8b:

"I see narrow gauge logging history as something very unique to our area and believe it could attract many visitors to see it. (Maybe we could get someone to remodel the remnant buildings of Caldor in the Diamond Springs area into a unique shopping area)."

Somehow the vision I supported, which was to display our logging/narrow gauge history, has been replaced by a desire to operate some sort of railroad. The importance of Engine 4 and other remnants from the narrow gauge railroads of Michigan-California and Caldor Lumber Company is now being overshadowed by equipment that came after the narrow gauge era.”

Response 8b:

Comment noted.

The Purpose and Objectives identified for the Historical Railroad Park Project are described within **Section 3.5** of the IS/MND and state the following:

“The El Dorado County Historical Museum has limited space at its current location in Placerville, California for its large railroad and logging artifacts, as well as for many donated artifacts. There is a high level of interest in railroading history, as the museum has many visitors from around the country. The limited space set aside for the locomotive restoration and rail cars at the Museum does not provide adequate space to properly interpret and demonstrate the artifacts for railroad enthusiasts.

The El Dorado County Historic Railroad Park (Railroad Park) would operate as part of El Dorado County Historical Museum under the direction of the Museum Administrator, with trained volunteers as staff and the Museum Commission providing oversight. Facilities at Railroad Park would provide restoration, display, demonstration, and interpretation of elements of El Dorado County’s railroading and logging past. Railroad Park would provide unique opportunities for public programming, collaborating with schools, special events, and changing exhibits. By relocating and expanding upon the railroad and logging displays, the vacated space at the Museum’s main building would be used for better artifact preservation, historical interpretation, and educational programming.”

No modification to the analyses or findings identified within the Initial Study is required.

Comment 8c:

“The El Dorado County 2014 Parks and Trails Master Plan identifies there are no parks the Diamond Springs-El Dorado Community region, a region that the study indicates needs 4 neighborhood parks to meet the current population. One of the purposes of a general plan is to identify gaps and develop strategies to correct the deficiencies. The draft plan for the historic railroad park, with the exception of the planned toilets, seems to be focused on a single user group, the railroad enthusiasts, a small segment of the community. For example, it appears the park will only be available the 1st and 3rd Sunday of each month (3.4). Other than providing a two stall toilet that will help meet the needs of hikers, bicyclists and equestrians the proposed railroad park does not appear to help close the recreation needs gaps of the community. The public who attended the 2015 community hall presentation for the park was looking for

opportunities for their grandchildren to play. I doubt the local population will feel like the County has made much progress on closing the recreation needs in El Dorado.”

Response 8c:

Comment noted.

Section 3.4 of the IS/MND reads as follows:

“Railroad Park is open to the public on the first and third Sunday of every month to provide public access to its public passenger rail excursion program. Rides are provided at the park on historic Gang Cars which were used by railroad inspectors and officials to travel along the tracks (El Dorado County Historical Museum 2015). The historic El Dorado Station is still within the park just north of its original location. The Sunday operations are maintained by Museum volunteers that operate the Gang Cars and perform maintenance on the track. The unpaved trail in the park is used by pedestrians and equestrian users to transverse along the railway within the Rail Corridor.”

Railroad Park is currently open the first and third Sundays of every month. As described in detail in **Section 3.6.1** of the IS/MND, development of proposed improvements includes: a display building, restrooms, outdoor display yard, engine house shop, children’s play area, shade shelter/picnic area, general park amenities, a plaza, parking and signage. Proposed improvements also include modifications to existing facilities, including: railroad tracks, park access, the extension of Oriental Street, reconstruction of Depot Building and relocating the sewer alignment with the County road. Improvements to the existing unpaved trail are also proposed, as well as construction of a new paved trail. It is anticipated that development of the improvements proposed by the Historical Railroad Park Project would combine the development and display of historical railroad equipment with expanded general recreation facilities within the park site, providing opportunities for a wide range of users. General recreation facilities would be available during the County’s normal park operating hours of dawn to dusk, with access to specialized railroad-events, displays and facilities being more limited.

No modification to the analyses or findings identified within the Initial Study is required.

Comment 8d:

“The El Dorado site has the ability to be a great display area for our local narrow gauge railroading/logging, trail head facilities for numerous user groups, and also a wonderful opportunity to provide a play area/community picnic site. The park could be a community gathering place that supplements the community hall and be a great place for children to run and play. We can do better.”

Response 8d:

Comment noted.

As described in detail in **Section 3.6.1** of the IS/MND, development of proposed improvements includes: a display building, restrooms, outdoor display yard, engine house shop, children's play area, shade shelter/picnic area, general park amenities, a plaza, parking and signage. Proposed improvements also include modifications to existing facilities, including: railroad tracks, park access, the extension of Oriental Street, reconstruction of Depot Building and relocating the sewer alignment with the County road. Improvements to the existing unpaved trail are also proposed, as well as construction of a new paved trail.

It is anticipated that development of the improvements proposed by the Historical Railroad Park Project would combine the development and display of historical railroad equipment with expanded general recreation facilities within the park site, providing opportunities for a wide range of users.

No modification to the analyses or findings identified within the Initial Study is required.

Conclusion

As summarized by the response to individual comments, no modifications to the analyses or findings are warranted.

We look forward to working with you on the completion of the environmental review and permitting documents for this project. If you have any question concerning these responses, please feel free to contact me by telephone at (916) 435-1202 or by email kshields@foothill.com.

Sincerely,



Kyrsten Shields
Senior Regulatory Specialist

Enclosures (11)

Attachment 1

February 16, 2016 email from Edward Cunha



Kari Zajac <kzajac@foothill.com>

Fwd: Railroad Park Admin MND

Kyrsten Shields <kshields@foothill.com>
To: Kari Zajac <kzajac@foothill.com>

Tue, Feb 16, 2016 at 11:07 AM

----- Forwarded message -----

From: **Mary Cory** <mary.cory@edcgov.us>
Date: Tue, Feb 16, 2016 at 9:47 AM
Subject: Re: Railroad Park Admin MND
To: Kyrsten Shields <kshields@foothill.com>

I'll compile the comments and send that as one document.

This is from Railroad volunteer, Edward Cunha, a retired firefighter from the Fire District.

4.8 h please correct the following

h. Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? Less Than Significant Impact. Wildland fires are those fires that pose a threat to the more rural areas of the County. Wildland fires result from intentional and unintentional human activities as well as natural processes. Railroad Park is within a moderate fire hazard severity zone, as defined by Cal Fire and is located within the El Dorado County Fire Protection District (ECF) (Cal Fire 2007). Fire suppression responsibilities are shared between ECF, CAL Fire, and the U.S. Forest Service (USFS). Railroad Park is serviced by Station 28 in Shingle Springs which is staffed 24 hours a day, seven days a week. Additionally, there are a number of other local fire stations within a 10-mile radius of Railroad Park and CAL Fire operates a station at Mount Danaher northeast of Railroad Park in Camino

Railroad Park is within a moderate fire hazard severity zone, as defined by Cal Fire and is located within the **Diamond Springs / El Dorado Fire Protection District (DSP)** (Cal Fire 2007). Fire suppression responsibilities are shared between **DSP, and** CAL Fire. .and the U.S. Forest Service (USFS). Railroad Park is serviced by Station **49 in Diamond Springs** which is staffed 24 hours a day, seven days a week.

Ed

On Tue, Feb 16, 2016 at 9:42 AM, Kyrsten Shields <kshields@foothill.com> wrote:

Mary,

Good Morning.

A single document from the volunteers would be ideal.

Please forward the comments from Ed Cunha.

16-0465 C 20 of 108

Attachment 2

February 23, 2016 Comments from the County of El
Dorado Parks and Recreation Commissioners meeting
date February 18, 2016



Kari Zajac <kzajac@foothill.com>

Comments from EDC PRC Meeting 2/18/16

Kate Kirsh <kkirsh@foothill.com>

Tue, Feb 23, 2016 at 10:43 AM

To: Kyrsten Shields <kshields@foothill.com>, Kari Zajac <kzajac@foothill.com>

The El Dorado County Parks and Recreation Commissioners requested that the summary of comments reflect the fact that public comment was invited on the MND at their meeting, as well as the Commissioners comments. Comments received were not about the MND per se, but reflected suggestions for adjusting locations/design of individual improvements within the project area.

- Commissioners commented on the location of specific elements within the project area and did not reflect any change to the Project Description or analysis. A discussion was held about the preferred location for the children's play area and the desire to keep it separated from the equestrian parking area. Also discussed was the preferred location and design of the restroom to be built with a pending grant.
- Mary Cory (Museum Administrator, El Dorado County Historical Museum) stated that she would be providing Foothill Associates with a comments from the El Dorado Western Railway volunteers about types of equipment and noise.
- Bruce Cunha asked for clarification on the type of restroom plumbing that would be used.
- Prior to the meeting, Randi Hackbarth, with Backcountry Horsemen of California, provided verbal comments to Vickie Sanders via telephone suggesting that the play area and restrooms be moved away from the equestrian parking area, that the equestrian parking area should not be paved, and that spacing needs to be adequate for tying up horses.

Kate M. Kirsh
President
Landscape Architect (CA License No. 4362)
ISA Certified Arborist WC-5137
Foothill Associates
590 Menlo Dr, Suite 5
Rocklin, CA 95765

[\(916\)435-1202](tel:(916)435-1202)
[\(916\)435-1205](tel:(916)435-1205) Fax
kate.kirsh@foothill.com

Attachment 3

February 24, 2016 email from Jackie Neau



Kari Zajac <kzajac@foothill.com>

Fwd: Historical Railroad Park Project IS/MND

Kate Kirsh <kkirsh@foothill.com>

Wed, Feb 24, 2016 at 5:06 PM

To: Kyrsten Shields <kshields@foothill.com>, Kari Zajac <kzajac@foothill.com>

See comments below.

 Kate M. Kirsh
 President
 Landscape Architect (CA License No. 4362)
 ISA Certified Arborist WC-5137
 Foothill Associates
 590 Menlo Dr, Suite 5
 Rocklin, CA 95765

[\(916\)435-1202](tel:(916)435-1202)
[\(916\)435-1205](tel:(916)435-1205) Fax
kate.kirsh@foothill.com

----- Forwarded message -----

From: **Vickie Sanders** <vickie.sanders@edcgov.us>
 Date: Wed, Feb 24, 2016 at 3:56 PM
 Subject: Fwd: Historical Railroad Park Project IS/MND
 To: Kate Kirsh <kkirsh@foothill.com>

Vickie Sanders
 Parks Manager
 County of El Dorado
 Chief Administrative Office
[530-621-7538](tel:530-621-7538)
 FAX: [530-642-0301](tel:530-642-0301)



----- Forwarded message -----

From: **Jackie Neau** <jackieno@gmail.com>
 Date: Wed, Feb 24, 2016 at 1:50 PM
 Subject: Historical Railroad Park Project IS/MND
 To: Vickie Sanders <vickie.sanders@edcgov.us>

Dear Vickie Sanders,

I have a comment and question regarding the Historical Railroad Park Project IS/MND:

1) First is the comment. I think the 17 planned parking spots is woefully inadequate. The proposed uses for this area are a museum plus exhibits, excursion train rides, the only local playground in the area, and trailhead parking. With 4 separate venues, 17 parking spots allows for 4.25 parking spots per use. Is that suppose to

16-0465 C 24 of 108

include employee and volunteer parking also? That 4.25 number is less if so.

When the Missouri Flat section of trail opened, the 10 planned trailhead spots were not adequate and surrounding businesses were impacted. It is my hope we can avoid a repeat of this problem. I know that the Community Building is there, and perhaps the thinking is that will serve as overflow parking. There is also a small business there. At times when the community hall is used for larger events, it is likely to create a problem situation.

Bottom line, I believe you need to plan for at least twice as much parking than is proposed.

2) Second is the question. I've always been told that no permanent buildings are allowed to be built on railbanked right of ways. Please note number 3 in the attachment. Just wondering if the county has looked at this and how they are justifying the proposals of buildings? My understanding was the train depot was allowed because it can easily be moved, is not on a slab, and is not permanent.

Thanks,
Jackie Neau

 **railbanking.pdf**
137K

Attachment 3A

January 3, 1997 SPTC-JPA Easement Agreement

II.7

When Recorded Return To:

Sacramento Placerville Transportation Corridor
Joint Powers Authority
Attn: John Segerdell, CEO
c/o Sacramento Regional Transit District
2811 "O" Street
Sacramento, California 95816

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This instrument is exempt from recording fees (Govt. Code §27383) and documentary transfer taxes (R & T Code §11922)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "AGREEMENT") is made effective as of the 6th day of September, 1996, by and between the SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("SPTC-JPA"), as grantor, and the COUNTY OF EL DORADO, a political subdivision of the State of California (the "GRANTEE"), as grantee.

1. Grant of Easement. SPTC-JPA hereby grants to GRANTEE an easement (the "EASEMENT") in, on, under, over and through the entire real property (the "PROPERTY") described on Exhibit A, 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 restrictions set forth in Section 2 hereof.

2. 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 Milepost 94.3, in Sacramento, California, to Milepost 147.6, in 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, 1995, among SPTC-JPA and its member agencies (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 all portions of the PROPERTY located between milepost 108 and milepost 147.6 in accordance with the NITU's; (iii) to the extent a defense is not provided by SPTC-JPA's title insurer, GRANTEE shall defend SPTC-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 SPTC-JPA and its other member agencies in the defense of title to portions of the RAIL CORRIDOR other than the PROPERTY.

3. Responsibility for Property Agreements. The parties hereto acknowledge that SPTC-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 SPTC-JPA's obligations under the PROPERTY AGREEMENTS. GRANTEE shall be entitled to receive any and all income from the PROPERTY AGREEMENTS to the extent SPTC-JPA would otherwise be entitled to receive such income. SPTC-JPA shall notify GRANTEE of any PROPERTY AGREEMENTS of which SPTC-JPA has knowledge.

4. Expenses of Management, Improvement, Operation and Maintenance; Indemnity. GRANTEE 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. GRANTEE shall indemnify, defend and hold harmless SPTC-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 (a) SPTC-JPA's ownership of the PROPERTY (including, without limitation, any defects in SPTC-JPA's title to the PROPERTY or common carrier liabilities, if any, associated with the acquisition of the PROPERTY by SPTC-JPA), (b) GRANTEE's ownership of the EASEMENT, (c) any act or omission to act of GRANTEE or SPTC-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 (d) 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, SPTC-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.

5. 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.

6. Remedies. In the event GRANTEE fails to cure any violation of this AGREEMENT within thirty (30) days following receipt of written notice thereof from SPTC-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, SPTC-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.

7. Further Acts. SPTC-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.

8. 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 party.

SPTC-JPA: John Segerdell
 SPTC-JPA
 c/o Regional Transit
 2811 O Street
 Sacramento, CA 95814

EL DORADO: Michael Stoltz
COUNTY OF EL DORADO
2850 Fairlane Court
Placerville, CA 95667

9. Successors. This AGREEMENT shall bind and inure to the benefit of the respective successors of the parties hereto except as herein expressly provided.

10. Governing Law. This AGREEMENT shall be interpreted, construed and enforced in accordance with the laws of the State of California.

11. Integration, Amendment and Waiver. 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.

12. Counterparts. 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.

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: Robert Holderness
Robert Holderness, Chair

By: John Segerdell
John Segerdell, CEO

Approved as to Legal Form:

By: Kirk E. Trost
Kirk E. Trost
Authority's Legal Counsel

**COUNTY OF EL DORADO, a political
subdivision of the State of California**

By: Raymond J. Notting
Chairman, Board of Supervisors
RAYMOND J. NOTTING 10-22-96

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: Margaret E. Moody
Deputy Clerk 10-22-96

ACKNOWLEDGEMENTS

State of California }
County of Sacramento }

On Nov 14, 1996 before me, LAURA COURSON, personally appeared John Seyerde II personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Laura Courson

(Seal)



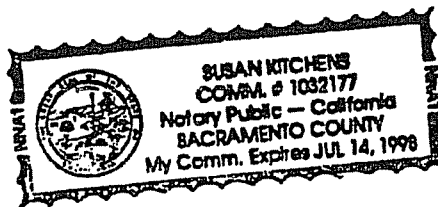
State of California }
County of Sacramento }

On Nov 22, 1996 before me, Susan Kitchens, personally appeared Court Waldman personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Susan Kitchens

(Seal)

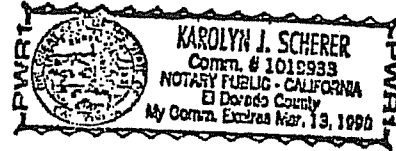


State of California }
County of Sacramento }
El Dorado

On 1/2/97 before me, KAROLYN J. Scherer, personally appeared Raymond J. Nutting personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Karolyn J. Scherer (Seal)



State of California }
County of Sacramento }

On _____ before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature _____ (Seal)

COUNTY OF EL DORADO
CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in the real property conveyed by the Easement Agreement dated as of September 6, 1996, from Sacramento-Placerville Transportation Corridor Joint Powers Authority, a California joint powers agency, to the County of El Dorado, a political subdivision of the State of California ("El Dorado County"), is hereby accepted by the undersigned officers of El Dorado County on behalf of El Dorado County effective as of the 6th day of September, 1996, pursuant to authority conferred by resolution of the El Dorado County Board of Supervisors adopted on 10-22, 1996, and El Dorado County consents to the recordation of said Easement Agreement by the duly authorized officers.

Dated: 10-22, 1996

COUNTY OF EL DORADO, a political
subdivision of the State of California

By: 
Chairman, Board of Supervisors
RAYMOND J. NUTTING 10-22-96

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors


By: 
Deputy Clerk 10-22-96

Exhibit A

Easement to El Dorado County

Those certain parcels of land as described in the deed dated September 6, 1996, from Southern Pacific Transportation Company to Sacramento-Placerville Transportation Corridor Joint Powers Authority, recorded September 6, 1996 in Book 4764 at Page 134, Official Records of El Dorado County; and those certain parcels of land as described in the deed dated September 6, 1996, from Southern Pacific Transportation Company to Sacramento-Placerville Transportation Corridor Joint Powers Authority, recorded September 6, 1996 in Book 4764 at Page 153, Official Records of El Dorado County.

Attachment 3B

June 24, 1997 Reciprocal Use and Funding Agreement
(RUFA)

**SACRAMENTO – PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

**SECOND AMENDMENT TO
RECIPROCAL USE AND FUNDING AGREEMENT
(Placerville Branch)**

THIS SECOND AMENDMENT TO RECIPROCAL USE AND FUNDING AGREEMENT (the "SECOND AMENDMENT") is made effective as of the 22nd day of February, 1999, by and among the COUNTY OF EL DORADO, a political subdivision of the State of California ("El Dorado"), the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("Sacramento"), the CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California (Folsom"), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation ("RT"), and the SACRAMENTO – PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("SPTC-JPA").

Recitals

A. WHEREAS, effective August 31, 1996, the parties hereto entered into that certain Reciprocal Use and Financing Agreement and amended it effective September 6, 1996 (as amended, the "AGREEMENT"); and

B. WHEREAS, effective August 31, 1998, RT and FOLSOM entered into that certain agreement of "First Amendment to Reciprocal Use and Funding Agreement" (the "1998 AMENDMENT") which extended the time for payment of FOLSOM'S FINAL CONTRIBUTION under Section 9 (d)(vi) of the AGREEMENT; and

C. WHEREAS, the parties now desire that this SECOND AMENDMENT shall supersede and replace the 1998 AMENDMENT between RT and FOLSOM.

Amendment

NOW THEREFORE, the parties hereto agree as follows:

1. Except as otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the AGREEMENT.

2. Section 9(d)(vi) of the AGREEMENT is hereby amended to read as follows:

“(vi) On or before March 1, 1999, FOLSOM shall either (A) require reimbursement from RT for FOLSOM'S INITIAL

CONTRIBUTION, as referenced in Section 2, above, and FOLSOM shall have no further rights to the RAIL CORRIDOR nor any obligations under the TCI grant; or (B) pay to RT FOLSOM'S FINAL CONTRIBUTION, less those TCI grant funds paid on behalf of FOLSOM, as referenced in Section 2, above."

3. Section 16 of the AGREEMENT is hereby amended to read as follows:

"16. Integration, Amendment and Waiver. This AGREEMENT is the entire AGREEMENT, and supersedes all prior and contemporaneous agreements, representations and understandings, of the parties concerning the subject matter hereof. No supplement, modification or amendment of the AGREEMENT shall be binding unless executed in writing by all of the parties. Notwithstanding the foregoing, (a) RT and FOLSOM may extend the time for repayment of FOLSOM'S FINAL CONTRIBUTION by letter agreement executed by the RT General Manager and FOLSOM City Manager; and (b) RT and FOLSOM may otherwise modify (i) their respective rights and obligations under Section 9(d)(vi), and (ii) their respective ALLOCATED PORTIONS under Exhibit A, by a written amendment to the AGREEMENT executed only by RT and FOLSOM. 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."

4. This SECOND 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.

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

COPY

**COUNTY OF SACRAMENTO
TRANSPORTATION DIVISION**

on May 25, 1999
Dated May 26, 1999
Clerk of said Board of Supervisors
By Gueryne Dewkinn
Deputy

RESOLUTION NO. 99-0660

BE IT RESOLVED AND ORDERED that the Chair of the Board of Supervisors is hereby authorized and directed to approve the Second Amendment to the Reciprocal Use and Funding Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority ("AUTHORITY"), between the AUTHORITY and it's member entities, the Sacramento Regional Transit District ("RT"), the County of Sacramento ("SACRAMENTO"), the County of El Dorado ("EL DORADO"), and the City of Folsom ("FOLSOM"), and to do and perform everything necessary to carry out the purpose of the Resolution.

ON A MOTION by Supervisor Nottoli, seconded by Supervisor Niello, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 25th day of May, 1999, by the following vote, to-wit:

- AYES: Supervisors, Niello, Nottoli, Johnson
- NOES: Supervisors, none
- ABSENT: Supervisors, Collin, Dickinson
- ABSTAIN: Supervisors, none

Muriel P. Johnson
Chair of the Board of Supervisors



Giddy H. Turner
Clerk of the Board of Supervisors

FILED

MAY 25 1999

Giddy H. Turner
BY CLERK OF THE BOARD

In accordance with Section 25103 of the Government Code of the State of California a copy of this document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento ca

MAY 25 1999

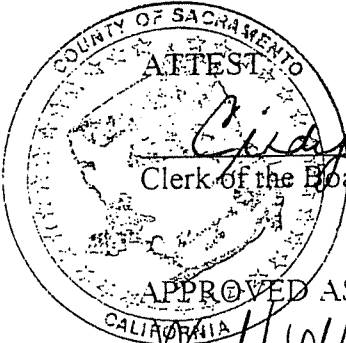
By Gueryne Dewkinn 60465 C 39 of 108
Deputy Clerk, Board of Supervisors

COPY

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

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By: Muriel F. Johnson
Chairperson, Sacramento County Board of Supervisors





Clayton H. Turner
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:
W. H. Ward
Administrator, Public Works Agency

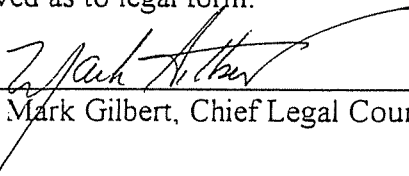
APPROVED AS TO FORM:
Ray C. Thompson
Ray C. Thompson
Deputy County Counsel

**SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation**

By: 
Muriel F. Johnson, Chairperson

By: 
Pilka Robinson, General Manager

Approved as to legal form:

By: 
Mark Gilbert, Chief Legal Counsel

**CITY OF FOLSOM,
a municipal corporation**

Mayor

APPROVED AS TO CONTENT:

Joe Luchi, Public Works Director

APPROVED AS TO FORM:

Martha Lofgren, City Attorney

ATTEST:

City Clerk

**SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation**

By: _____
Muriel P. Johnson, Chairperson

By: _____
Pilka Robinson, General Manager

Approved as to legal form:

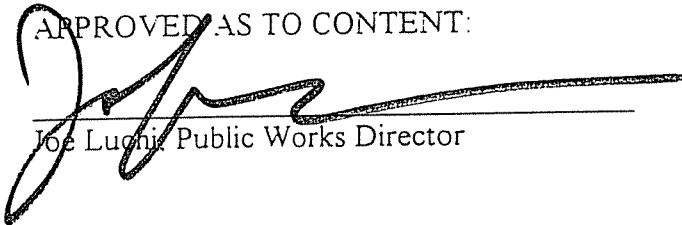
By: _____
Mark Gilbert, Chief Legal Counsel

**CITY OF FOLSOM,
a municipal corporation**



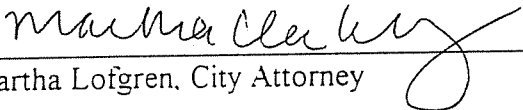
Mayor

APPROVED AS TO CONTENT:



Joe Luchini, Public Works Director

APPROVED AS TO FORM:



Martha Lofgren, City Attorney

ATTEST:



City Clerk

**EL DORADO COUNTY
BOARD OF SUPERVISORS
AGENDA TRANSMITTAL
Meeting of May 11, 1999**

COPY

AGENDA TITLE: Signing of Second Amendment to Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) Reciprocal Use and Funding Agreement (RUFA)

DEPARTMENT: TRANSPORTATION

DATE: 4/28/99

CAO USE ONLY

CONTACT: Kris Payne *WRP* /nk

PHONE: 5926

C TOM 4/30/99

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION: The Department of Transportation requests the Board authorize and the Chairman to sign the Second Amendment to Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) Reciprocal Use and Funding Agreement (RUFA). Copy of the Amendment is attached.

CAO RECOMMENDATION:

CAO CONCURS

Financial impact? () Yes (X) No

Funding Source: () Gen Fund () Other

BUDGET SUMMARY:

Total Est. Cost \$ 0

Funding

Budgeted \$ _____

New Funding \$ _____

Savings* \$ _____

Other \$ _____

Total Funding Available \$ _____

Change in Net County Cost \$ 0

* Explain

CAO Office Use Only:

45's Vote Req'd. () Yes (X) No

Change in Policy () Yes (X) No

New Personnel () Yes (X) No

CONCURRENCES:

Risk Management _____

County Counsel _____

Other _____

BOARD OF SUPERVISORS
 EL DORADO COUNTY
 APR 30 11 59 AM '99

BOARD ACTIONS:

MAY 11 1999

- APPROVED AND CHAIRMAN AUTHORIZED TO SIGN.

Vote: Unanimous _____ Or

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors.

Ayes: SOLARO, HUMPHREYS, BRADLEY, NUTTING, NIELSEN

Date: *May 14, 1999*

Noes: NONE

Attest: DIXIE L. FOOTE, Board of Supervisors Clerk

Abstentions: NONE

**By: *Margaret E. Moody*
Deputy Clerk**

Absent: NONE

Rev. 2/96 j:\agenda\win95

13 *5/11* *TS*

**COUNTY OF EL DORADO, a political
subdivision of the State of California**

By: *Penny Humphreys*
Chairman, Board of Supervisors *5-11-99*
PENNY HUMPHREYS **SECOND VICE-CHAIRMAN**

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: *Margaret B. Moody*
Deputy Clerk *5-11-99*

**SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY**

By: *William S. Bradley*
William S. Bradley, Chair

By: *John C. Segerdell*
John C. Segerdell, CEO

APPROVED AS TO LEGAL FORM:

By: *Paul J. Chrisman*
Paul J. Chrisman
Authority's Legal Counsel

**COUNTY OF EL DORADO, a political
subdivision of the State of California**

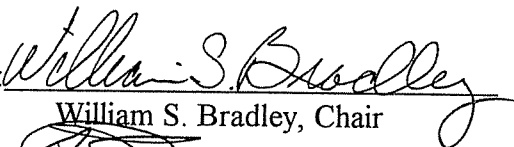
By: _____
Chairman, Board of Supervisors

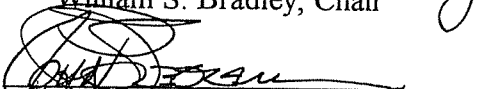
ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

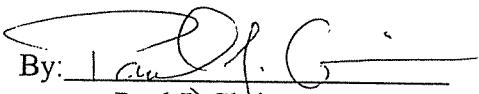
By: _____
Deputy Clerk

**SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY**

By: 
William S. Bradley, Chair

By: 
John C. Segerdell, CEO

APPROVED AS TO LEGAL FORM:

By: 
Paul J. Chrisman
Authority's Legal Counsel

SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY

FIRST AMENDMENT TO
RECIPROCAL USE AND FUNDING AGREEMENT
(Placerville Branch)

THIS FIRST AMENDMENT TO RECIPROCAL USE AND FUNDING AGREEMENT (the "Amendment") is made effective as of the 6th day of September, 1996, by and among the COUNTY OF EL DORADO, a political subdivision of the State of California ("El Dorado"), the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("Sacramento"), the CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California ("Folsom"), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation ("RT"), and the SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("SPTC-JPA").

Recitals

A. WHEREAS, effective August 31, 1996, the parties hereto entered into that certain Reciprocal Use and Funding Agreement (the "Agreement"); and

B. WHEREAS, the parties now desire to amend the Agreement to reallocate portions of the Rail Corridor (as defined in the Agreement) between Sacramento and RT.

Amendment

NOW THEREFORE, the parties hereto agree as follows:

1. Except as otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Agreement.

2. Exhibit A of the Agreement is hereby amended to read as shown on Exhibit A-1, attached to this Amendment and incorporated herein.

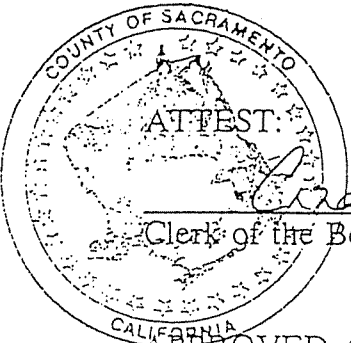
3. This Amendment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

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

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

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By: Don Nottoli
Chairperson, Sacramento County Board of Supervisors



ATTEST:
Andy H. Jones
Clerk of the Board of Supervisors

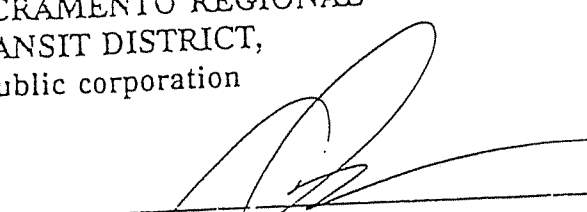
Notary Public in and for the State of California
My Commission Expires 12/31/98
I am Notary Public for the Board of Supervisors, County of Sacramento

JUN 24 1997
Alvin [Signature]
Deputy Clerk, Board of Supervisors

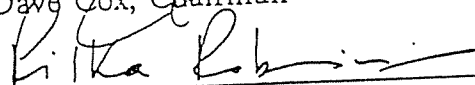
APPROVED AS TO CONTENT:
Warren H. Harada
Warren H. Harada, Administrator
Public Works Agency

APPROVED AS TO FORM:
Ray C. Thompson
Ray C. Thompson
Deputy County Counsel

SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation

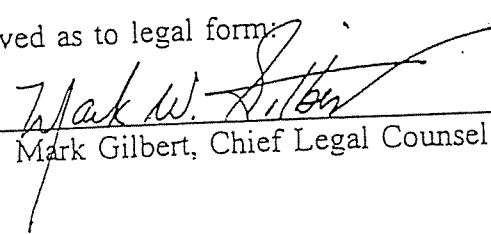
By: 

Dave Cox, Chairman

By: 

Pilka Robinson, General Manager

Approved as to legal form:

By: 

Mark Gilbert, Chief Legal Counsel

CITY OF FOLSOM,
a municipal corporation

Mayor

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation

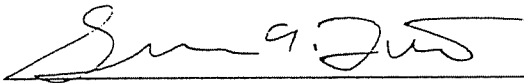
By: _____
Dave Cox, Chairman

By: _____
Pilka Robinson, General Manager

Approved as to legal form:

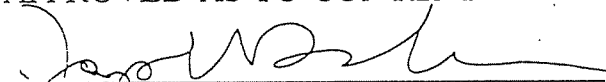
By: _____
Mark Gilbert, Chief Legal Counsel

CITY OF FOLSOM,
a municipal corporation




Glenn A. Fait, Mayor

APPROVED AS TO CONTENT:



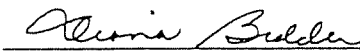
Joe Luchi, Public Works Director

APPROVED AS TO FORM:



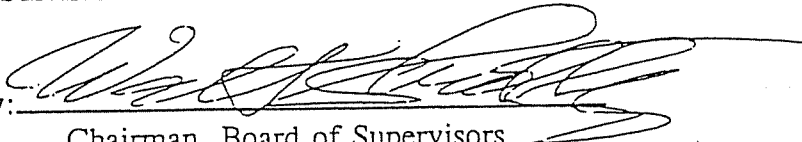
Martha Lofgren, City Attorney

ATTEST:



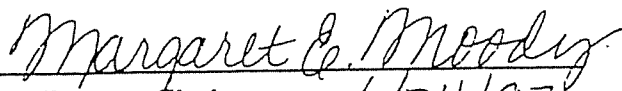
City Clerk

COUNTY OF EL DORADO, a political
subdivision of the State of California

By: 
Chairman, Board of Supervisors
WALTER L. SHULTZ 6/24/97

ATTEST:

DIXIE FOOTE
Clerk of the Board of Supervisors

By: 
Deputy Clerk 6/24/97

SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

By: _____
Robert Holderness, Chair

By: _____
John Segerdell, CEO

APPROVED AS TO LEGAL FORM:

By: _____
Kirk E. Trost,
Authority's Legal Counsel

COUNTY OF EL DORADO, a political
subdivision of the State of California

By: _____
Chairman, Board of Supervisors

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

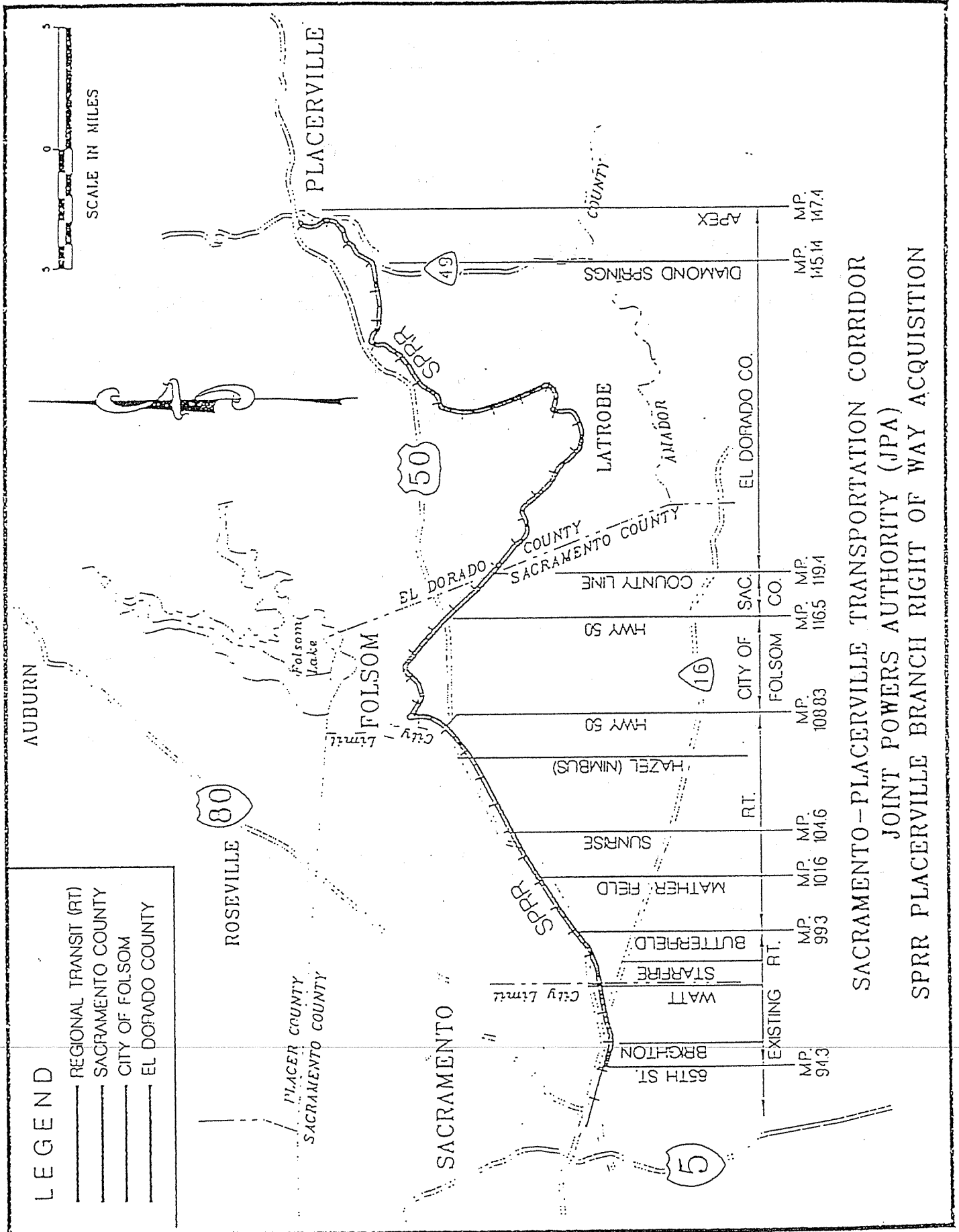
SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

By: Robert Holderness
Robert Holderness, Chair

By: John Segerdell
John Segerdell, CEO

APPROVED AS TO LEGAL FORM:

By: Kirk E. Trost
Kirk E. Trost,
Authority's Legal Counsel



SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
 JOINT POWERS AUTHORITY (JPA)
 SPRR PLACERVILLE BRANCH RIGHT OF WAY ACQUISITION

SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY

RECIPROCAL USE AND FUNDING AGREEMENT
(Placerville Branch)

THIS RECIPROCAL USE AND FUNDING AGREEMENT (the "AGREEMENT") is made effective as of the 31st day of August, 1996, by and among the COUNTY OF EL DORADO, a political subdivision of the State of California ("EL DORADO"), the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("SACRAMENTO"), the CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California ("FOLSOM"), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation ("RT"), and the SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("SPTC-JPA").

Recitals

WHEREAS, effective October 8, 1991, EL DORADO, SACRAMENTO, FOLSOM and RT (collectively, the "MEMBER AGENCIES") created the SPTC-JPA by entering into that certain Joint Powers Agreement For The Acquisition And Preservation Of The Southern Pacific Placerville Branch Railroad Right Of Way, which Agreement was amended effective March 31, 1992 (as amended, the "JPA AGREEMENT");

WHEREAS, SPTC-JPA is negotiating with Southern Pacific Transportation Company, a Delaware corporation ("SP"), for the purchase of certain real property located in the counties of Sacramento and El Dorado, State of California (the "RAIL CORRIDOR");

WHEREAS, the parties hereto desire to enter this AGREEMENT in accordance with Section 7.E of the JPA AGREEMENT to establish their joint and several rights and responsibilities with respect to the acquisition, ownership, use, operation, improvement, maintenance and eventual disposition of the RAIL CORRIDOR.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Allocation of Rail Corridor: Approval of Acquisition.

(a) The MEMBER AGENCIES hereby agree to allocate rights and responsibilities with respect to the RAIL CORRIDOR among the MEMBER AGENCIES according to the map attached hereto as Exhibit A and incorporated herein (each MEMBER AGENCY's respective allocated portion is hereinafter referred to as its "ALLOCATED PORTION").

(b) Each MEMBER AGENCY hereby approves the acquisition of its ALLOCATED PORTION under the terms and conditions of that certain draft Sale Agreement between SP and SPTC-JPA, attached hereto as Exhibit B and incorporated herein (the "SALE AGREEMENT").

2. Funding Responsibilities for Corridor Acquisition.

(a) The MEMBER AGENCIES hereby agree to allocate responsibility for funding the purchase price and related costs for the acquisition of the RAIL CORRIDOR (the "TOTAL COST") as follows:

<u>MEMBER AGENCY</u>	<u>Purchase Price</u>	<u>Est. Closing Costs</u>	<u>TOTAL COST</u>
EL DORADO	\$ 2,641,000	\$129,000	\$ 2,770,000
FOLSOM	\$ 3,126,000	\$124,000	\$ 3,250,000
RT	\$ 7,820,000	\$126,000	\$ 7,946,000
SACRAMENTO	\$ 413,000	\$121,000	\$ 534,000
<hr/>			
Total	\$14,000,000	\$500,000	\$14,500,000

Each MEMBER AGENCY shall devote its continuous reasonable efforts to obtain funding sufficient to meet its obligations under this Section. Provided that such funding has been obtained, each MEMBER AGENCY shall pay its allocated portion of the TOTAL COST to SPTC-JPA not later than five (5) business days prior to the date set for the close of

escrow under the SALE AGREEMENT. In the event the closing costs for the acquisition of the RAIL CORRIDOR are less than the estimated amount of \$500,000, SPTC-JPA shall refund to the MEMBER AGENCIES any excess amounts contributed by the MEMBER AGENCIES. Such refunds shall be made proportionately to the MEMBER AGENCIES' contributions to the estimated closing costs. In the event the closing costs for the acquisition of the RAIL CORRIDOR exceed the estimated amount of \$500,000, the MEMBER AGENCIES shall promptly contribute such additional funds as may be necessary; such additional contributions shall be made proportionately to each MEMBER AGENCY's initial contribution to estimated closing costs.

(b) Subject to the reimbursement provisions contained in Section 9(d), below, FOLSOM'S initial funding responsibility shall be fifty percent (50%) of FOLSOM'S allocated portion of the TOTAL COST set forth in Section 2(a), above ("FOLSOM'S INITIAL CONTRIBUTION"). The balance of FOLSOM'S allocated portion of the TOTAL COST ("FOLSOM'S FINAL CONTRIBUTION") shall be funded initially by RT. In providing the initial funding of FOLSOM'S FINAL CONTRIBUTION, RT may use the portion of RT's TCI grant funds to be allocated to FOLSOM as provided in Section 2 (c), below, if any, and any other funds available to RT for such purpose.

(c) RT shall pay a portion of the TOTAL COST on behalf of SACRAMENTO and FOLSOM in an amount equal to any amounts received by RT under TCI Grant No. 03A03/A4 in excess of \$3,177,344; provided, that the maximum amount of such payment made on behalf of SACRAMENTO and FOLSOM shall not exceed \$897,656. In the event the amounts received by RT under TCI Grant No. 03A03/A4 do not exceed \$3,177,344, RT shall have no obligation under this Section 2(c). Any such payment on behalf of SACRAMENTO and FOLSOM shall be attributed 9% (i.e., a maximum of \$80,156) to SACRAMENTO and 91% (i.e., a maximum of \$817,500) to FOLSOM. SACRAMENTO and FOLSOM shall assume all of RT's obligations under TCI Grant No. 03A03/A4 only with respect to those grant funds paid by RT on their behalf.

3. Termination of Sale Agreement. In the event the SALE AGREEMENT is terminated without acquisition of the RAIL CORRIDOR by SPTC-JPA, this AGREEMENT shall automatically terminate concurrently therewith.

4. Title to the Rail Corridor: Easements for Use. Title to the RAIL CORRIDOR (except for the BRIGHTON AERIAL EASEMENT, as defined below) shall be held by the SPTC-JPA. As soon as practicable following the close of escrow under the SALE AGREEMENT, the SPTC-JPA shall enter into an easement agreement with each MEMBER AGENCY granting to each MEMBER AGENCY the right to use such MEMBER AGENCY'S ALLOCATED PORTION. The form of said easement agreement (the "EASEMENT AGREEMENT") is attached hereto as Exhibit C and incorporated herein. Notwithstanding the foregoing, SPTC-JPA shall not obtain any interest in that certain aerial easement over SP's main line track near Brighton, referred to in Section 2.2(a)

and Exhibit C of the SALE AGREEMENT (the "BRIGHTON AERIAL EASEMENT"). Rather, the BRIGHTON AERIAL EASEMENT will be conveyed directly to RT from SP.

5. Intentionally Omitted.

6. Defects in Title. The parties hereto acknowledge that SP is conveying the RAIL CORRIDOR to SPTC-JPA "as-is, where-is," with no warranties of title except for the implied warranties set forth in California Civil Code Section 1113 with respect to the deed from SP granting the fee and easement portions of the RAIL CORRIDOR as referenced in Section 4.1 of the SALE AGREEMENT. Each MEMBER AGENCY hereby (i) acknowledges that it has been fully apprised of the risk of title defects associated with its ALLOCATED PORTION and (ii) assumes all responsibility and liability in connection with such title defects in its ALLOCATED PORTION, if any. To the extent not covered by title insurance, each MEMBER AGENCY shall indemnify, defend and hold harmless SPTC-JPA and the other MEMBER AGENCIES, their officers, directors, employees and agents from and against any and all "LOSSES" (as defined below) arising out of or in any way related to defects in SPTC-JPA's title to such MEMBER AGENCY's ALLOCATED PORTION. As used in this Agreement, "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 such MEMBER AGENCY, SPTC-JPA or the other MEMBER AGENCIES) and orders, judgments, remedial action requirements, enforcements and actions of any kind and all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorney's fees and costs of defense.

7. Restrictions on Use, Transfers and Encumbrances: Conveyance to Member Agencies Upon Dissolution.

(a) The SPTC-JPA shall not sell, transfer, convey, alienate, encumber, hypothecate, pledge or otherwise dispose of (collectively, "TRANSFER") any interest in the RAIL CORRIDOR, or use any portion of the RAIL CORRIDOR without in each case obtaining the prior written consent of all of the MEMBER AGENCIES; except that at the written request of any MEMBER AGENCY that SPTC-JPA use or TRANSFER any part of such MEMBER AGENCY's ALLOCATED PORTION, SPTC-JPA shall execute any and all documents reasonably necessary to effectuate such use or TRANSFER if and only if such use or TRANSFER (i) will not cause any reversionary rights in the RAIL CORRIDOR to vest, other than such rights of the State of California as may vest pursuant to an executed "Fund Transfer Agreement" allocating State funds for the purchase of the RAIL CORRIDOR (ii) will not otherwise threaten the continuity of any portion of the RAIL CORRIDOR, (iii) will not violate the terms of any Notice of Interim Trails Use issued by the Interstate Commerce Commission or Surface Transportation Board with respect to the RAIL CORRIDOR, and (iv) will not conflict with the terms of any then-existing "Fund Transfer Agreement," leases, easements, licenses or other agreements affecting the portion

of the RAIL CORRIDOR subject to such use or TRANSFER. Any attempt to use or TRANSFER all or any portion of the RAIL CORRIDOR in violation of this Section shall be void and confer no rights on the transferee. Net income, if any, resulting from a use or TRANSFER of any portion of the RAIL CORRIDOR shall be paid to the MEMBER AGENCY or MEMBER AGENCIES to which such used or TRANSFERRED portion of the RAIL CORRIDOR has been allocated under the terms of this AGREEMENT.

(b) Except as provided in Sections 4, 7, 8 and 9, SPTC-JPA shall not grant any right to use or possess any portion of the RAIL CORRIDOR.

(c) In the event SPTC-JPA is dissolved for any reason, SPTC-JPA shall quitclaim to each MEMBER AGENCY all of SPTC-JPA's right, title and interest in and to such MEMBER AGENCY's ALLOCATED PORTION. The quitclaim deed shall contain restrictions on the use of the RAIL CORRIDOR conveyed thereby and shall be in the form of Exhibit D, attached hereto and incorporated herein.

8. Reciprocal Easements Generally.

(a) Each MEMBER AGENCY shall have the right to request an easement agreement from the SPTC-JPA for the purpose of conducting transportation operations across any other MEMBER AGENCY's ALLOCATED PORTION. Any MEMBER AGENCY which makes a written request for such access rights (the "ACCESSING MEMBER") to any other MEMBER AGENCY's ALLOCATED PORTION (the "HOLDING MEMBER") shall promptly enter into good faith negotiations with the HOLDING MEMBER concerning the terms and conditions of such easement agreement.

(b) Upon request of either the ACCESSING MEMBER or HOLDING MEMBER, the proposed agreement shall be submitted to non-binding mediation to address any unresolved terms or conditions. The ACCESSING MEMBER and HOLDING MEMBER shall agree upon one person to serve as mediator. If the ACCESSING MEMBER and HOLDING MEMBER are unable to agree on a mediator within 15 calendar days after the request for mediation is made, either of them may request legal counsel to the SPTC-JPA to select three persons qualified to mediate the matter. Said legal counsel shall deliver a list of candidates to the ACCESSING MEMBER and HOLDING MEMBER, and within five (5) days after receipt thereof, the ACCESSING MEMBER and HOLDING MEMBER shall confer and each shall strike one name. The remaining person shall be selected as the mediator. If the remaining person is unable or unwilling to serve as a mediator, the process shall be repeated until a mediator is chosen and retained. The ACCESSING MEMBER and HOLDING MEMBER shall equally share the cost of mediation services. A HOLDING MEMBER shall not be required to mediate the terms and conditions of such an agreement more often than once per calendar year unless the ACCESSING MEMBER agrees to pay all costs of the mediator.

(c) Upon ACCESSING MEMBER's and HOLDING MEMBER's agreement on mutually-acceptable terms for such easement agreement, the ACCESSING MEMBER and HOLDING MEMBER shall take appropriate actions to approve the agreement. After such approval, the ACCESSING MEMBER and HOLDING MEMBER shall submit the agreement to the board of directors of the SPTC-JPA for approval by delivering a written request for hearing to the Chief Executive Officer of the SPTC-JPA. The matter shall be set for hearing at the next regularly-scheduled meeting of SPTC-JPA's board of directors. Said agreement shall be approved by a majority vote of the directors then present, unless reasonably disapproved based upon any one of the following findings:

(i) The agreement permits the use of the RAIL CORRIDOR in a manner that would cause the reversionary rights of any third party other than a MEMBER AGENCY or the State of California (as provided in Section 7(a)) to vest or to otherwise threaten the continuity of the RAIL CORRIDOR; or

(ii) The agreement permits a use of the RAIL CORRIDOR that would cause the SPTC-JPA or another MEMBER AGENCY, without its written consent or agreement, to be subject to the jurisdiction of the Surface Transportation Board ("STB"), or any successor agency thereto, based upon common carrier status or otherwise, or to be subject to the Federal Railroad Administration ("FRA"), or any successor agency thereto, with respect to federal railroad safety requirements or otherwise; or

(iii) The agreement permits a use of the RAIL CORRIDOR that would result in insufficient access to facilitate the reasonably anticipated transportation uses of another MEMBER AGENCY without the written consent or agreement of such MEMBER AGENCY; or

(iv) The agreement includes a term, condition, or covenant that is inconsistent in any manner with the terms, conditions, and covenants of the SALE AGREEMENT or the Shared Use Agreement between SPTC-JPA and SP, or this AGREEMENT; or

(v) The agreement includes a term, condition, or covenant that has a material and adverse impact on another MEMBER AGENCY's (A) exposure to liability or (B) existing or reasonably anticipated transportation uses of the RAIL CORRIDOR; or

(vi) The agreement does not address a significant material issue regarding existing or reasonably anticipated transportation uses of the RAIL CORRIDOR; or

(vii) The agreement has not been approved by both the ACCESSING MEMBER and the HOLDING MEMBER.

In the event the SPTC-JPA's board of directors has neither approved nor disapproved such agreement within ninety (90) days after delivery of a written request for hearing to the Chief Executive Officer of the SPTC-JPA, such agreement shall be deemed to have been approved.

(d) If the SPTC-JPA board of directors approves the agreement between the ACCESSING MEMBER and the HOLDING MEMBER, the SPTC-JPA will grant an easement to the ACCESSING MEMBER pursuant to the terms and conditions of the agreement between the ACCESSING MEMBER and the HOLDING MEMBER. If the SPTC-JPA board of directors reasonably disapproves such agreement, the board of directors shall adopt findings supporting such disapproval. In that event, the ACCESSING MEMBER and HOLDING MEMBER shall negotiate in good faith to redraft the agreement and, if successful, may resubmit it to the SPTC-JPA board of directors. The decision of SPTC-JPA's board of directors shall be binding on the ACCESSING MEMBER and HOLDING MEMBER.

(e) If the SPTC-JPA has dissolved prior to the review and approval set forth in Sections 8(c) and (d), each MEMBER AGENCY shall appoint a representative for the limited purpose of performing such review and approval.

(f) The provisions of this Section 8 shall survive the dissolution of the SPTC-JPA and the termination of this AGREEMENT.

9. Reciprocal Easements between RT/SACRAMENTO and FOLSOM/EL DORADO.

(a) The parties hereto acknowledge that, as of the date first above written, (i) RT intends to extend its light rail transportation service in the near future from its current terminus at approximately milepost 99, near Butterfield, eastward to approximately milepost 102, near Mather Field Road, and, at a later date, to approximately milepost 105, near Sunrise Boulevard, (ii) FOLSOM and/or EL DORADO ("FOLSOM/ED") may institute passenger rail service from their respective jurisdictions westward to RT's proposed station at approximately milepost 105, near Sunrise Boulevard, (iii) FOLSOM/ED may institute "OCCASIONAL TOURIST EXCURSION RAIL SERVICE" (which is defined as passenger rail service that is limited to weekends and holidays) from their respective jurisdictions westward to the City of Sacramento, and (iv) FOLSOM/ED may reactivate freight rail service from their respective jurisdictions westward to the eastern terminus of SP's freight rail service. The provision of passenger, OCCASIONAL TOURIST EXCURSION, and freight rail service by FOLSOM/ED, as described above, will necessitate the granting of easements by the SPTC-JPA to FOLSOM/ED over the ALLOCATED PORTIONS of RT and/or SACRAMENTO ("RT/SACRAMENTO"); provided, however, that any easement over RT's ALLOCATED PORTION granted under this Section 9 shall be located only on the "Freight Rail Easement Property," as defined in the Shared Use Agreement between

SPTC-JPA and SP (the "FREIGHT RAIL EASEMENT PROPERTY"). (SACRAMENTO'S ALLOCATED PORTION and the FREIGHT RAIL EASEMENT PROPERTY located on RT'S ALLOCATED PORTION are hereinafter collectively referred to as the "RT/SACRAMENTO EASEMENT PROPERTY.") Such easements shall be granted in accordance with the procedures, and pursuant to the terms and conditions, set forth in this Section 9.

(b) FOLSOM/ED shall have the right to obtain easement agreements described in Sections 9(c) and (d), below, to the extent the SPTC-JPA has the right to grant such easement agreements, and the consideration payable to RT/SACRAMENTO for said easements shall be limited to payment of the maintenance costs and costs for business liability risks as described in said Sections. RT/SACRAMENTO shall enter into good-faith negotiations on the terms and conditions of such easement agreements with FOLSOM/ED promptly upon receipt of a written request therefor from FOLSOM/ED. FOLSOM/ED acknowledge and understand that SPTC-JPA's ability to grant easements for OCCASIONAL TOURIST EXCURSION RAIL SERVICE over the FREIGHT RAIL EASEMENT PROPERTY may be subject to further negotiation with SP with respect to the Shared Use Agreement.

(c) With respect only to OCCASIONAL TOURIST EXCURSION RAIL SERVICE or freight rail service by FOLSOM/ED on the RT/SACRAMENTO EASEMENT PROPERTY, in the event RT/SACRAMENTO and FOLSOM/ED cannot agree on mutually-acceptable terms and conditions for such easement agreements within sixty (60) days after delivery of said written request(s) from FOLSOM/ED, any of them may submit any disputed term(s) or condition(s) to the board of directors of the SPTC-JPA for resolution by delivering a written request to the Chief Executive Officer of the SPTC-JPA. The matter shall be set for hearing at the next regularly-scheduled meeting of the SPTC-JPA's board of directors. The resolution of such dispute shall be determined by a majority vote of the directors then present; provided, however, that only those directors directly appointed by a MEMBER AGENCY shall participate in the resolution of any such disputed terms or conditions. If the SPTC-JPA has dissolved prior to such hearing, each MEMBER AGENCY shall appoint a representative for the limited purpose of performing such hearing. The decision of the SPTC-JPA board of directors (or, in the event of dissolution, the MEMBER AGENCIES' appointed representatives) shall be binding on RT/SACRAMENTO and FOLSOM/ED and must incorporate the following criteria:

(i) The terms and conditions of the easement agreements shall not limit the westernmost extent of FOLSOM/ED's right to use the RT/SACRAMENTO EASEMENT PROPERTY for OCCASIONAL TOURIST EXCURSION RAIL SERVICE and shall provide that all tourist excursion rail service operated on other than a weekend or holiday shall be subject to the provisions of Section 9(d), below.

(ii) The terms and conditions of the easement agreements shall limit the westernmost extent of FOLSOM/ED's right to use the RT/SACRAMENTO EASEMENT PROPERTY for freight rail service to the location of the eastern terminus of SP's freight rail service at any given time.

(iii) The terms and conditions of the easement agreements shall be fair and reasonable under the then-existing, and reasonably foreseeable, circumstances.

(iv) The terms and conditions of the easement agreements must adequately protect RT/SACRAMENTO's then-existing, and reasonably foreseeable, uses of their ALLOCATED PORTIONS, as well as their reasonable safety and liability concerns, while providing FOLSOM/ED sufficient uses of the RT/SACRAMENTO EASEMENT PROPERTY to facilitate FOLSOM/ED's reasonably foreseeable OCCASIONAL TOURIST EXCURSION RAIL SERVICE and freight rail service uses.

(v) The terms and the conditions of the easement agreements shall provide that (A) FOLSOM/ED's rights to operate over the RT/SACRAMENTO EASEMENT PROPERTY are granted on condition that FOLSOM/ED do not claim local transportation funds under the Mills-Alquist-Deddeh Act (Public Utilities Code Section 99200, *et seq.*) for public transportation services provided by FOLSOM/ED over the RT/SACRAMENTO EASEMENT PROPERTY, and (B) FOLSOM/ED agree that (1) said rights do not constitute RT's consent to an allocation of funds under Public Utilities Code Section 99286, or any successor section thereto, and (2) RT does not consent to an allocation of local transportation funds to FOLSOM/ED based upon an apportionment under Public Utilities Code Section 99231(f), or any successor section thereto, on account of public transportation services provided by FOLSOM/ED over the RT/SACRAMENTO EASEMENT PROPERTY.

(vi) The terms and conditions of the easement agreements shall require FOLSOM/ED to pay the incremental cost to RT/SACRAMENTO of maintaining any property relating to FOLSOM/ED's OCCASIONAL TOURIST EXCURSION RAIL SERVICE or freight rail service and shall require FOLSOM/ED to be responsible, proportionately to FOLSOM/ED's uses, for business risk liability within RT/SACRAMENTO's ALLOCATED PORTIONS. "Incremental costs," as used in this AGREEMENT, includes not only costs directly related to FOLSOM/ED's operations but also includes costs incurred to maintain the RT/SACRAMENTO EASEMENT PROPERTY. The purpose of this provision is to ensure that RT/SACRAMENTO are compensated for all costs related to FOLSOM/ED's uses of the RT/SACRAMENTO EASEMENT PROPERTY.

(d) With respect to passenger rail service, the parties agree as follows:

(i) FOLSOM/ED shall have the right to obtain easement agreements permitting them to provide passenger rail service from their respective ALLOCATED PORTIONS over the RT/SACRAMENTO EASEMENT PROPERTY to RT's proposed station at approximately milepost 105, near Sunrise Boulevard in accordance with the procedures, terms and conditions set forth below.

(ii) RT shall not expend the \$81.775 million programmed in the STIP for RT for a period of twenty-four (24) months after the date first above written, unless RT and FOLSOM agree to such expenditure.

(iii) FOLSOM shall take no action during said 24-month period to reprogram the funds referenced in Section 9(d)(ii), above. At no time after said 24-month period shall FOLSOM seek to reprogram or expend more than \$30 million of the funds referenced in Section 9(d)(ii), above.

(iv) Within thirty (30) days after the date first above written, RT and FOLSOM shall form a committee to develop a plan for obtaining the funds above \$85 million necessary for RT to design and construct its light rail project from Mather Field Road to the proposed RT station at approximately milepost 105, near Sunrise Boulevard, and for FOLSOM to design and construct its passenger rail project from the proposed RT station at approximately milepost 105, near Sunrise Boulevard, to the City of Folsom.

(v) Within sixty (60) days after the date first above written, the joint committee referenced in Section 9(d)(iv), above, shall inform the RT board of directors and the FOLSOM city council of the funding acquisition plan and shall seek authority to proceed. The funding acquisition plan shall include a contingency plan in the event RT does not build its light rail project to approximately milepost 105, near Sunrise Boulevard.

(vi) If, at the end of the 24-month period referenced in Section 9(d)(ii) - (iii), above, or sooner if mutually agreed upon, sufficient additional funds are programmed or identified to RT's and FOLSOM'S satisfaction, to design and construct the projects described in Section 9(d)(iv), above, FOLSOM will pay FOLSOM'S FINAL CONTRIBUTION, as referenced in Section 2, above, less those TCI grant funds paid on behalf of FOLSOM as referenced in Section 2, above, to RT. If no additional funds are programmed or identified, FOLSOM shall have the option to either: (A) require reimbursement from RT for FOLSOM'S INITIAL CONTRIBUTION, as referenced in Section 2, above, and FOLSOM shall have no further rights to the RAIL CORRIDOR nor any obligations under the TCI grant; or (B) pay FOLSOM'S FINAL CONTRIBUTION, less those TCI grant funds paid on behalf of FOLSOM as referenced in Section 2, above, to RT.

(vii) The terms and conditions of the easement agreements shall be fair and reasonable under the then-existing, and reasonably foreseeable circumstances.

(viii) The terms and conditions of the easement agreements shall adequately protect RT/SACRAMENTO's then-existing and reasonably foreseeable uses of their ALLOCATED PORTIONS as well as their reasonable safety and liability concerns, while providing FOLSOM/ED sufficient uses of the RT/SACRAMENTO EASEMENT PROPERTY to facilitate FOLSOM/ED's reasonably foreseeable passenger rail uses.

(ix) The terms and conditions of the easement agreements shall provide that such passenger rail service in RT's ALLOCATED PORTION shall be operated only on the FREIGHT RAIL EASEMENT PROPERTY.

(x) The terms and conditions of the easement agreements shall provide that (A) FOLSOM/ED's rights to operate over the RT/SACRAMENTO EASEMENT PROPERTY are granted on condition that FOLSOM/ED do not claim local transportation funds under the Mills-Alquist-Deddeh Act (Public Utilities Code Section 99200, *et seq.*) for public transportation services provided by FOLSOM/ED over the RT/SACRAMENTO EASEMENT PROPERTY, and (B) FOLSOM/ED agree that (1) said rights do not constitute RT's consent to an allocation of funds under Public Utilities Code Section 99286, or any successor section thereto, and (2) RT does not consent to an allocation of local transportation funds to FOLSOM/ED based upon an apportionment under Public Utilities Code Section 99231(f), or any successor section thereto, on account of public transportation services provided by FOLSOM/ED over the RT/SACRAMENTO EASEMENT PROPERTY.

(xi) The terms and conditions of the easement agreements shall require FOLSOM/ED to pay RT/SACRAMENTO the incremental cost to RT/SACRAMENTO of maintaining any property relating to FOLSOM/ED's passenger rail service and shall require FOLSOM/ED to be responsible, proportionately to FOLSOM/ED's uses, for business risk liability within RT/SACRAMENTO's ALLOCATION PORTIONS. "Incremental costs," as used in this AGREEMENT, includes not only costs directly related to FOLSOM/ED's operations but also includes costs incurred to maintain the RT/SACRAMENTO EASEMENT PROPERTY. The purpose of this provision is to ensure that RT/SACRAMENTO are compensated for all costs related to FOLSOM/ED's uses of the RT/SACRAMENTO EASEMENT PROPERTY.

(xii) The terms and conditions of the easement agreements shall provide that RT will retain full discretion over all aspects of its operations.

(xiii) In the event RT/SACRAMENTO and FOLSOM/ED cannot agree on mutually-acceptable terms and conditions for such easement agreements relating to passenger rail service within sixty (60) days after delivery of a written request from FOLSOM/ED, any of them may submit any disputed term(s) or condition(s) to non-binding mediation pursuant to the procedures set forth in Section 8(b), above.

(xiv) In the event RT/SACRAMENTO and FOLSOM/ED agree on mutually-acceptable terms and conditions for easement agreements relating to passenger rail service, or the terms and conditions of such easement agreements are established by mediation as set forth above, such easement agreements shall be submitted to the SPTC-JPA board of directors for review and approval in the manner set forth in Section 8(c) and (d). If the SPTC-JPA has dissolved prior to such review and approval, each MEMBER AGENCY shall appoint a representative for the limited purpose of performing such review and approval.

(e) In the event FOLSOM/ED does not elect to operate passenger rail service using their own employees, FOLSOM/ED shall deliver written notice to RT of such election and shall promptly thereafter enter into good-faith negotiations with RT to operate FOLSOM/ED's passenger rail service. In the event RT fails to enter such negotiations, or the parties cannot agree on mutually-satisfactory terms and conditions, FOLSOM/ED shall put the operation of such passenger rail service up for competitive bid; provided, that FOLSOM/ED shall give RT an opportunity to submit a bid for the operation of such service.

(f) In the event EL DORADO elects to institute passenger rail or OCCASIONAL TOURIST EXCURSION RAIL SERVICE, or to reactivate freight rail service, EL DORADO may also require an easement from FOLSOM over all or a portion of FOLSOM'S ALLOCATED PORTION. Such easement shall be granted to EL DORADO in accordance with the procedures, and pursuant to the terms and conditions, set forth in subsections (b) through (d) of this Section 9; provided, that with respect to such easement agreement between FOLSOM and EL DORADO, the rights and obligations of RT/SACRAMENTO set forth in subsections (b) through (d) of this Section 9 shall be the rights and obligations of FOLSOM and the rights and obligations of FOLSOM/ED set forth in subsections (b) through (d) of this Section 9 shall be the rights and obligations of EL DORADO.

(g) The provisions of this Section 9 shall survive the dissolution of the SPTC-JPA and the termination of this AGREEMENT.

10. Waiver of Partition. As long as this AGREEMENT is in effect, each party hereto hereby waives any right it might otherwise have to institute an action or otherwise require partition of the RAIL CORRIDOR or any part thereof, or any similar remedy.

11. Further Acts. SPTC-JPA and each MEMBER AGENCY 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.

12. 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.

SPTC-JPA: John Segerdell
SPTC-JPA
c/o Regional Transit
2811 O Street
Sacramento, CA 95814

SACRAMENTO: Douglas M. Fraleigh, Agency Administrator
County of Sacramento
Public Works Agency
827 7th Street, Room 301
Sacramento, CA 95814

EL DORADO: Michael Stoltz
COUNTY OF EL DORADO
2850 Fairlane Court
Placerville, CA 95667

FOLSOM: Director of Public Works
CITY OF FOLSOM
300 D Persifer Street
Folsom, CA 95630

RT: General Manager
Regional Transit
2811 O Street
Sacramento, CA 95814

13. Successors and Assigns. This AGREEMENT shall bind and inure to the benefit of the respective successors and assigns of the parties hereto except as herein expressly provided.

14. Governing Law. This AGREEMENT shall be interpreted, construed and enforced in accordance with the laws of the State of California.

15. Representation by Counsel. SACRAMENTO, EL DORADO, FOLSOM, RT and SPTC-JPA hereby acknowledge that each has been represented by independent counsel with respect to the approval of this AGREEMENT.

16. Integration, Amendment and Waiver. This AGREEMENT is the entire AGREEMENT, and supersedes 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.

17. Counterparts. 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.

18. Grant Conditions. This Agreement is subject to financial assistance contracts between some of the MEMBER AGENCIES and the United States of America, acting through the U.S. Department of Transportation, Federal Transit Administration (hereinafter "FTA"), and between some of the MEMBER AGENCIES and the State of California, acting through the California Transportation Commission (hereinafter "CTC") and the California Department of Transportation (hereinafter "CALTRANS"), and between some of the MEMBER AGENCIES and the Sacramento Transportation Authority (hereinafter "STA"). The MEMBER AGENCIES and SPTC-JPA agree to comply with all terms and conditions required of those MEMBER AGENCIES under such financial assistance contracts. If FTA, CTC, CALTRANS, or STA, including any successor agency of the foregoing, require any changes to this AGREEMENT or to any other agreement referenced in this AGREEMENT in order to comply with the terms and conditions of such financial assistance, the MEMBER AGENCIES and STPC-JPA agree to amend this AGREEMENT and any other referenced agreement or to enter into a novation or take any other action in order to comply with such requirements. The duties, responsibilities, and liabilities of the MEMBER AGENCIES shall be equitably adjusted to put the MEMBER AGENCIES in the same position as the MEMBER AGENCIES would have been had such requirements been addressed at the time the MEMBER AGENCIES executed this Agreement.

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

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By: [Signature]
Chairperson, Sacramento County Board of Supervisors

ATTEST:

[Signature]
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

[Signature]
Douglas M. Fraleigh, Administrator
Public Works Agency

APPROVED AS TO FORM:

[Signature]
Ray C. Thompson
Deputy County Counsel

SACRAMENTO REGIONAL TRANSIT DISTRICT,
a public corporation

By: _____
Robert Kerth, Chair

By: _____
Pilka Robinson, General Manager

By: _____
Mark Gilbert, Chief Legal Counsel

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

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By: _____
Chairperson, Sacramento County Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

Douglas M. Fraleigh, Administrator
Public Works Agency

APPROVED AS TO FORM:

Ray C. Thompson
Deputy County Counsel

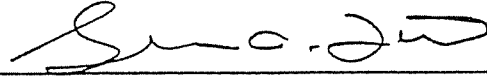
SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation

By: _____
Dave Cox, Vice Chair

By: _____
Pilka Robinson, General Manager

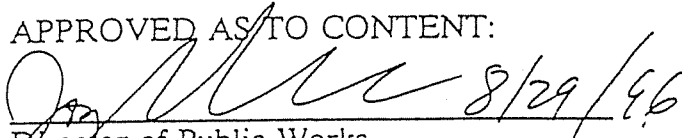
By: _____
Mark Gilbert, Chief Legal Counsel

CITY OF FOLSOM,
a municipal corporation



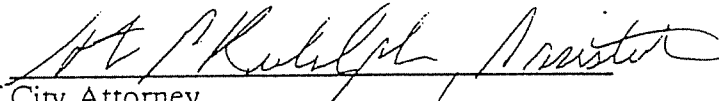
Mayor

APPROVED AS TO CONTENT:



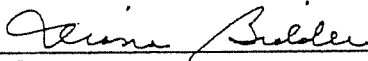
Director of Public Works

APPROVED AS TO FORM:



City Attorney

ATTEST:



City Clerk

COUNTY OF EL DORADO, a political
subdivision of the State of California

By: _____
Chairman, Board of Supervisors

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

CITY OF FOLSOM,
a municipal corporation

Mayor

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

COUNTY OF EL DORADO, a political
subdivision of the State of California

By: *Raymond J. Nutting*
Chairman, Board of Supervisors
RAYMOND J. NUTTING *Bdte*
(8/20/96)

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: *Marshall B. Massey*
Deputy Clerk 8/20/96

SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

By: Robert Holderness
Robert Holderness, Chair

By: John Segerdell
John Segerdell, CEO

APPROVED AS TO LEGAL FORM:

By: Kirk E. Trost
Kirk E. Trost,
Authority's Legal Counsel

EXHIBIT A

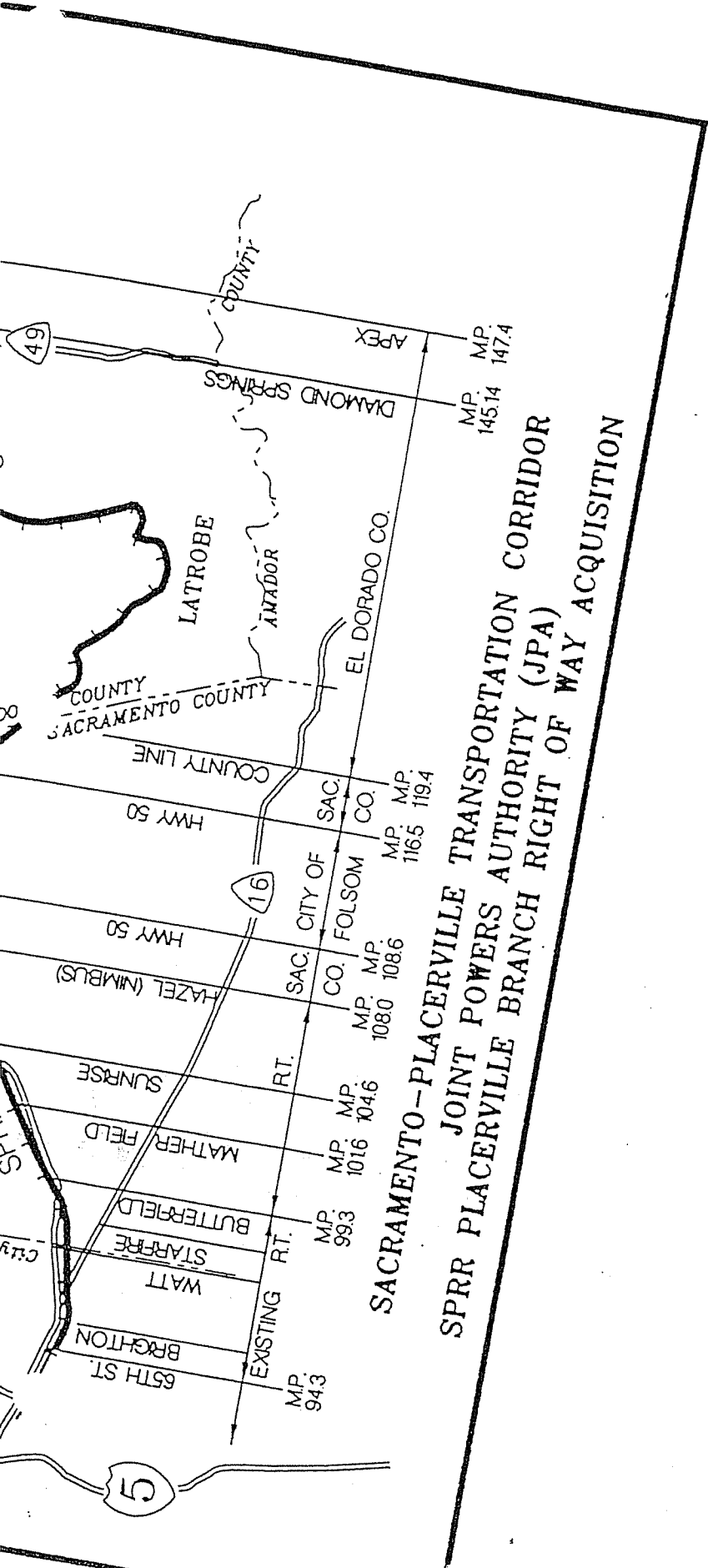


EXHIBIT B

EXHIBIT C

or extensions thereof (the "NITU's"). Notwithstanding anything to the contrary in this AGREEMENT or in the Reciprocal Use and Funding Agreement, dated _____, 1995, among SPTC-JPA and its member agencies (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 all portions of the PROPERTY located between milepost 108 and milepost 147.6 in accordance with the NITU's; (iii) to the extent a defense is not provided by SPTC-JPA's title insurer, GRANTEE shall defend SPTC-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 SPTC-JPA and its other member agencies in the defense of title to portions of the RAIL CORRIDOR other than the PROPERTY.

3. Responsibility for Property Agreements. The parties hereto acknowledge that SPTC-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 SPTC-JPA's obligations under the PROPERTY AGREEMENTS. GRANTEE shall be entitled to receive any and all income from the PROPERTY AGREEMENTS to the extent SPTC-JPA would otherwise be entitled to receive such income. SPTC-JPA shall notify GRANTEE of any PROPERTY AGREEMENTS of which SPTC-JPA has knowledge.

4. Expenses of Management, Improvement, Operation and Maintenance; Indemnity. GRANTEE 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. GRANTEE shall indemnify, defend and hold harmless SPTC-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 (a) SPTC-JPA's ownership of the PROPERTY (including, without limitation, any defects in SPTC-JPA's title to the PROPERTY or common carrier liabilities, if any, associated with the acquisition of the PROPERTY by SPTC-JPA), (b) GRANTEE's ownership of the EASEMENT, (c) any act or omission to act of GRANTEE or SPTC-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 (d) 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, SPTC-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.

5. 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.

6. Remedies. In the event GRANTEE fails to cure any violation of this AGREEMENT within thirty (30) days following receipt of written notice thereof from SPTC-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, SPTC-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.

7. Further Acts. SPTC-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.

8. 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.

SPTC-JPA: John Segerdell
SPTC-JPA
c/o Regional Transit
2811 O Street
Sacramento, CA 95814

SACRAMENTO: Douglas M. Fraleigh, Agency Administrator
COUNTY OF SACRAMENTO
Public Works Agency
827 7th Street, Room 301
Sacramento, CA 95814

EL DORADO: Michael Stoltz
COUNTY OF EL DORADO
2850 Fairlane Court
Placerville, CA 95667

FOLSOM: Robert Blaser
CITY OF FOLSOM
300 D Persifer Street
Folsom, CA 95630

RT: General Manager
REGIONAL TRANSIT
2811 O Street
Sacramento, CA 95814

9. Successors. This AGREEMENT shall bind and inure to the benefit of the respective successors of the parties hereto except as herein expressly provided.

10. Governing Law. This AGREEMENT shall be interpreted, construed and enforced in accordance with the laws of the State of California.

11. Integration, Amendment and Waiver. 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.

12. Counterparts. 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.

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: _____
Robert Holderness, Chair

By: _____
John Segerdell, CEO

Approved as to Legal Form:

By: _____
Kirk E. Trost,
Authority's Legal Counsel

[MEMBER AGENCY]

By: _____

Approved as to Legal Form:

By: _____

ACKNOWLEDGEMENTS

State of California }
County of Sacramento }

On _____ before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California }
County of Sacramento }

On _____ before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT D

as the "PROPERTY." The foregoing release and quitclaim of the PROPERTY to GRANTEE is made subject to the following restrictive covenant and easement option:

1. Restrictive Covenant: The PROPERTY is one segment of a continuous rail corridor (the "RAIL CORRIDOR") known as the Placerville Branch, extending from Milepost _____, in Sacramento County, California, to Milepost _____, in El Dorado County, California. 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"). GRANTEE (i) shall not use, nor permit the use of, the PROPERTY in a manner which could cause the vesting of any such reversionary rights or otherwise threaten the continuity of the RAIL CORRIDOR; (ii) shall use all portions of the PROPERTY between milepost 108 and milepost 147.6 in accordance with the NITU's, as applicable; (iii) shall defend its 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) shall cooperate (at no cost to GRANTEE) with the owners of the BENEFITTED PROPERTIES (as defined below) in the defense of title to portions of the RAIL CORRIDOR other than the PROPERTY.

2. Easement Option. The PROPERTY is subject to an option held by the owners of the BENEFITTED PROPERTIES (as defined below) to acquire an easement over, under and across the PROPERTY for passenger rail, occasional tourist excursion rail or freight rail purposes as set forth in that certain Reciprocal Use and Funding Agreement (Placerville Branch) made by and among the SPTC-JPA, GRANTEE, _____ and _____ and dated as of _____, 1996.

3. Benefitted Properties. The foregoing restrictive covenant and easement option are for the benefit of other properties within the RAIL CORRIDOR, which properties are listed on Exhibit B, attached hereto and incorporated herein (collectively, the "BENEFITTED PROPERTIES").

4. Indemnity. GRANTEE shall indemnify, defend and hold harmless the owners of the BENEFITTED PROPERTIES, their officers, directors, employees and agents from and against any and all LOSSES (as defined below) arising out of or in any way related to any act or omission to act of GRANTEE which results in the assertion of reversionary rights anywhere along the RAIL CORRIDOR. As used in this Quitclaim Deed, 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 or any owner of a BENEFITTED PROPERTY) and orders, judgments, remedial action requirements, enforcements and actions of any kind and all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorney's fees and costs of defense.

5. Injunctive Relief. The parties agree that damages would not afford adequate relief or compensation for injuries that would be caused by a breach of the covenant set forth in Section 1. Owners of the BENEFITTED PROPERTIES shall be entitled to specific performance of said covenant or, in the alternative, injunctive relief to stop such breach. This Quitclaim Deed 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.

6. Covenant and Option Run with the Land. The foregoing restrictive covenant and easement option shall run with the land and shall bind GRANTEE and its successors in ownership of the PROPERTY and inure to the benefit of the owner(s) of the BENEFITTED PROPERTIES and their respective successors in ownership.

IN WITNESS WHEREOF, SPTC-JPA has executed this instrument as of _____, 199_.

SPTC-JPA:

SACRAMENTO PLACERVILLE TRANSPORTATION
CORRIDOR JOINT POWERS AUTHORITY,
a California joint powers agency

By: _____
Name: _____
Title: _____

GRANTEE'S ACCEPTANCE

The interests in the PROPERTY conveyed by this Quitclaim Deed, as well as the restrictive covenant governing the use of said interests, are hereby accepted by the GRANTEE and the GRANTEE consents to the recordation of this Quitclaim Deed.

Dated: _____, 199_.

GRANTEE:

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENTS

State of California }
County of Sacramento }

On _____ before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

State of California }
County of Sacramento }

On _____ before me, _____, personally
appeared _____ personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

Attachment 3C

July 27, 1995 and August 26, 1996 Notice of Interim Trail
Use (NITUs)

DO

SERVICE DATE

INTERSTATE COMMERCE COMMISSION
 DECISION AND NOTICE OF INTERIM TRAIL USE OR ABANDONMENT

JUL 27 1995

Docket No. AB-12 (Sub-No. 159X)

SOUTHERN PACIFIC TRANSPORTATION COMPANY--ABANDONMENT
 EXEMPTION--SACRAMENTO AND EL DORADO COUNTIES, CA

Decided: July 19, 1995

Southern Pacific Transportation Company (SPT) filed a notice of exemption on October 22, 1993 under 49 CFR 1152 Subpart F--Exempt Abandonments to abandon 37.14 miles of its Placerville Branch from milepost 108.00, near the Nimbus rail station, to milepost 145.14, near the Diamond Springs rail station, in Sacramento and El Dorado Counties, CA. The exemption notice was served and published in the Federal Register on November 15, 1993 (58 FR 60310). SPT's exemption was scheduled to become effective on December 12, 1993, provided no formal expression of intent to file an offer of financial assistance (OFA) was filed. On November 22, 1993, Sacramento-Placerville Transportation Corridor Joint Powers Authority (JPA) timely filed a notice of intent to file an OFA, and on February 14, 1994, submitted an offer to purchase the 37.14-mile line. By decision served February 23, 1994, JPA was found financially responsible and its offer bona fide and reasonable to initiate negotiations. The decision also provided that, either party could request the Commission to set sale terms and conditions. On March 16, 1994, JPA filed such a request and, by decision served October 20, 1994, the Commission set terms and conditions for the purchase of the line.

The October 20, 1994 decision stated that JPA must accept or reject the terms set by October 31, 1994. JPA did not accept the terms and by the provisions of the October 20, 1994 decision, the exemption became effective. JPA initiated a proceeding in the Court of Appeals to review the Commission's October 20, 1994 decision setting terms and conditions. Sacramento-Placerville Transportation Corridor Joint Powers Authority v. ICC, 9th Cir. No. 94-70699. As part of the negotiated acquisition agreement discussed below, JPA and SPT contemplate dismissal of the appeal.

In a pleading filed July 9, 1995, SPT and JPA jointly move to reopen this proceeding and request that a notice of interim trail use and rail banking (NITU) be issued for the 37.14-mile line for a period extending through October 31, 1995. SPT and JPA have reached an agreement in principle whereby JPA will acquire the entire Placerville Branch, and in particular, the track described above. JPA intends to use portions of the acquired property to extend its light rail system in the Sacramento area, and to preserve the remainder of the corridor for possible future rail use and other compatible purposes, including interim trail use, possible light rail use, and other transportation purposes.¹

SPT has stated that it has not consummated the abandonment, that it is willing to negotiate for interim trail use, and that it does not object to the issuance of a NITU. JPA has submitted a statement of willingness to assume financial responsibility for the trail in compliance with 49 CFR 1153.29. Therefore, issuance of a NITU, under the National Trails System Act, 16 U.S.C. 1247(d), is appropriate. Interim trail use/rail banking is subject to the future restoration of rail service which in any

¹ The NITU issued here is for trail use and rail banking. Subsequent use by JPA of the line for continued rail service may require Commission approval or exemption authority.

Docket No. AB-12 (Sub-No. 159X)

event appears to be the parties' long-term plan for the line. While the OFA process under 49 U.S.C. 10505 and 49 CFR 1152.27 is over, the parties may nevertheless negotiate an agreement during the period of the NYTU. If no agreement is reached during the pendency of the NYTU, and if the NYTU is not extended, SPT may fully abandon the line. See 49 CFR 1152.29(d)(1).

This action will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is ordered:

1. This proceeding is reopened.
2. The notice of exemption served and published in the Federal Register on November 15, 1993, exempting the abandonment of the above-described line is modified for a period expiring October 31, 1995 to the extent necessary to implement interim trail use/rail banking.
3. If an agreement for interim trail use/rail banking is reached, it must require the trail user to assume, for the term of the agreement, full responsibility for management of, for any liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for the payment of any taxes imposed on the right-of-way.
4. If an agreement for interim trail use/rail banking is reached, interim trail use may be implemented. If no agreement is reached, SPT may fully abandon the line.
5. Interim trail use/rail banking is subject to the future restoration of rail service and to the user's continuing to meet the financial obligations for the right-of-way.
6. If the user intends to terminate trail use, it must send the Commission a copy of this decision and notice and request that it be vacated on a specific date.
7. This decision is effective on its service date.

By the Commission, David M. Konechnik, Director, Office of Proceedings.

Vernon A. Williams
Secretary

(SEAL)

SERVICE DATE

AUG 28 1996

20406
DO

SURFACE TRANSPORTATION BOARD¹

DECISION

Docket No. AB-12 (Sub-No. 159X)

SOUTHERN PACIFIC TRANSPORTATION COMPANY
--ABANDONMENT EXEMPTION--
SACRAMENTO AND EL DORADO COUNTIES, CA

Decided: August 26, 1996

PJC -
file -
New File VI. 8
STB Decision

By decision and notice of interim trail use or abandonment (NITU) served July 27, 1995, the Interstate Commerce Commission imposed a 90-day period expiring October 31, 1995, for Sacramento-Placerville Transportation Corridor Joint Powers Authority (JPA) to negotiate an interim trail use/rail banking agreement with Southern Pacific Transportation Company (SPT) for 37.14-miles of its Placerville Branch from milepost 108.00, near the Nimbus rail station, to milepost 145.14, near the Diamond Springs rail station, in Sacramento and El Dorado Counties, CA.

By decisions served October 17, 1995, April 29, 1996, and June 25, 1996, respectively, JPA was granted extensions of the trail use negotiation period, and the third extension is scheduled to expire on August 31, 1996.

JPA is negotiating to acquire SPT's entire Placerville Branch from milepost 94.76, at Brighton, to milepost 147.6, at Apex. JPA is to acquire the following segments: (1) the 37.14-mile segment at issue here; (2) the 2.46-mile segment between milepost 145.14 near Diamond Springs and milepost 147.6 near Apex, authorized for interim trail use/railbanking in Southern Pacific Transportation Company--Abandonment Exemption--in El Dorado County, CA, Docket No. AB-12 (Sub-No. 128X) (ICC served Oct. 26, 1995);² and (3) an adjoining 13.24-mile segment between milepost 94.76, at Brighton, and milepost 108.00, at Nimbus, which has not been the subject of Board action.

By joint motion filed August 19, 1996, counsel for JPA and SPT request a fourth extension of the negotiation period, through October 4, 1996. Counsel advise that, while all substantial issues involving the subject 37.14-mile section have been resolved, details remain to be worked out between the parties in connection with the section of the line (under current freight

¹ The ICC Termination Act of 1995, Pub. L. No. 104-88, 109 Stat. 803 (ICCTA), which was enacted on December 29, 1995, and took effect on January 1, 1996, abolished the Interstate Commerce Commission (ICC) and transferred certain functions and proceedings to the Surface Transportation Board (Board). Section 204(b)(1) of the ICCTA provides, in general, that proceedings pending before the ICC on the effective date of that legislation shall be decided under the law in effect prior to January 1, 1996, insofar as they involve functions retained by the ICCTA. This decision relates to a proceeding that was pending with the ICC prior to January 1, 1996, and to functions that are subject to Board jurisdiction pursuant to 49 U.S.C. 10903. Therefore, this decision applies the law in effect prior to the ICCTA, and citations are to the former sections of the statute, unless otherwise indicated.

² Counsel states that a similar request for extension of the negotiation period has been filed in the Sub-No. 128X proceeding.

rail use) from Brighton to Nimbus. Counsel states that the parties expect to reach a final agreement and close within the next month.

As SPT joins with JPA's extension request, the requested extension will be granted. An extension will promote the establishment of trail use and rail banking consistent with the Trails Act, 16 U.S.C. 1247(d).

This action will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is ordered:

1. The request to extend the interim trail use negotiation period is granted.
2. The NITU negotiation period is extended through October 4, 1996.
3. This decision is effective on its service date.

By the Board, Joseph H. Dettmar, Acting Director, Office of Proceedings.

Vernon A. Williams
Secretary

SERVICE DATE

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INTERSTATE COMMERCE COMMISSION
 DECISION AND NOTICE OF INTERIM TRAIL USE OR ABANDONMENT

JUL 27 1995

Docket No. AB-12 (Sub-No. 159X1)

SOUTHERN PACIFIC TRANSPORTATION COMPANY--ABANDONMENT
 EXEMPTION--SACRAMENTO AND EL DORADO COUNTIES, CA

Decided: July 19, 1995

Southern Pacific Transportation Company (SPT) filed a notice of exemption on October 22, 1993 under 49 CFR 1152 Subpart F--~~Exempt Abandonments~~ to abandon 37.14 miles of its Placerville Branch from milepost 108.00, near the Nimbus rail station, to milepost 145.14, near the Diamond Springs rail station, in Sacramento and El Dorado Counties, CA. The exemption notice was served and published in the Federal Register on November 15, 1993 (58 FR 60210). SPT's exemption was scheduled to become effective on December 12, 1993, provided no formal expression of intent to file an offer of financial assistance (OFA) was filed. On November 23, 1993, Sacramento-Placerville Transportation Corridor Joint Powers Authority (JPA) timely filed a notice of intent to file an OFA, and on February 14, 1994, submitted an offer to purchase the 37.14-mile line. By decision served February 23, 1994, JPA was found financially responsible and its offer bona fide and reasonable to initiate negotiations. The decision also provided that, either party could request the Commission to set sale terms and conditions. On March 15, 1994, JPA filed such a request and, by decision served October 20, 1994, the Commission set terms and conditions for the purchase of the line.

The October 20, 1994 decision stated that JPA must accept or reject the terms set by October 31, 1994. JPA did not accept the terms and by the provisions of the October 20, 1994 decision, the exemption became effective. JPA initiated a proceeding in the Court of Appeals to review the Commission's October 20, 1994 decision setting terms and conditions. Sacramento-Placerville Transportation Corridor Joint Powers Authority v. ICC, 9th Cir. No. 94-70899. As part of the negotiated acquisition agreement discussed below, JPA and SPT contemplate dismissal of the appeal.

In a pleading filed July 3, 1995, SPT and JPA jointly move to reopen this proceeding and request that a notice of interim trail use and rail banking (NITU) be issued for the 37.14-mile line for a period extending through October 31, 1995. SPT and JPA have reached an agreement in principle whereby JPA will acquire the entire Placerville Branch, and in particular, the track described above. JPA intends to use portions of the acquired property to extend its light rail system in the Sacramento area, and to preserve the remainder of the corridor for possible future rail use and other compatible purposes, including interim trail use, possible light rail use, and other transportation purposes.¹

SPT has stated that it has not consummated the abandonment, that it is willing to negotiate for interim trail use, and that it does not object to the issuance of a NITU. JPA has submitted a statement of willingness to assume financial responsibility for the trail in compliance with 49 CFR 1152.29. Therefore, issuance of a NITU, under the National Trails System Act, 16 U.S.C. 1247(d), is appropriate. Interim trail use/rail banking is subject to the future restoration of rail service which in any

¹ The NITU issued here is for trail use and rail banking. Subsequent use by JPA of the line for continued rail service may require Commission approval or exemption authority.

Docket No. AB-12 (Sub-No. 159K)

event appears to be the parties' long-term plan for the line. While the OFA process under 49 U.S.C. 10905 and 49 CFR 1152.37 is over, the parties may nevertheless negotiate an agreement during the period of the NITU. If no agreement is reached during the pendency of the NITU, and if the NITU is not extended, SPT may fully abandon the line. See 49 CFR 1152.39(a)(1).

This action will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is ordered:

1. This proceeding is reopened.
2. The notice of exemption served and published in the Federal Register on November 18, 1993, exempting the abandonment of the above-described line is modified for a period expiring October 31, 1998 to the extent necessary to implement interim trail use/rail banking.
3. If an agreement for interim trail use/rail banking is reached, it must require the trail user to assume, for the term of the agreement, full responsibility for management of, for any liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for the payment of any taxes imposed on the right-of-way.
4. If an agreement for interim trail use/rail banking is reached, interim trail use may be implemented. If no agreement is reached, SPT may fully abandon the line.
5. Interim trail use/rail banking is subject to the future restoration of rail service and to the user's continuing to meet the financial obligations for the right-of-way.
6. If the user intends to terminate trail use, it must send the Commission a copy of this decision and notice and request that it be vacated on a specific date.
7. This decision is effective on its service date.

By the Commission, David H. Ronschick, Director, Office of Proceedings.

Vernon L. Williams
Secretary

(SEAL)

Attachment 4

March 8, 2016 email from Mary Cory



Candice Guider <cguider@foothill.com>

Fwd: Response to the El Dorado County Historical Railroad Park Initial Study

1 message

Kyrsten Shields <kshields@foothill.com>
To: Candice Guider <cguider@foothill.com>

Tue, Mar 8, 2016 at 2:51 PM

These comments can be inserted into the RR Park Response letter.

Thanks,

----- Forwarded message -----

From: **Mary Cory** <mary.cory@edcgov.us>

Date: Tue, Mar 8, 2016 at 2:32 PM

Subject: Response to the El Dorado County Historical Railroad Park Initial Study

To: Kyrsten Shields <kshields@foothill.com>

Cc: Kate Kirsh <kkirsh@foothill.com>, Vickie Sanders <vickie.sanders@edcgov.us>

The following is a response from the El Dorado Western Railroad volunteers after reading the document:

1. Specific reference to the Plymouth engine should be changed to say "Plymouth Locomotive or similar historic railroad engine" as other engines may be acquired in the future.
2. Increase time in the park from 1/2 hour to 1 hour (to allow for time to warm up the engine and other start-up operations).

—
Mary Cory, Museum Administrator
El Dorado County Historical Museum
mary.cory@edcgov.us

Attachment 5

March 12, 2016 email from Bruce Cunha



Candice Guider <cguider@foothill.com>

Fwd: Railroad Park survey (Comments)

1 message

Kyrsten Shields <kshields@foothill.com>
To: Candice Guider <cguider@foothill.com>

Tue, Mar 15, 2016 at 10:40 AM

----- Forwarded message -----

From: **Kate Kirsh** <kkirsh@foothill.com>
Date: Sun, Mar 13, 2016 at 3:42 PM
Subject: Re: Railroad Park survey
To: cunhab52@gmail.com
Cc: "Cory, Mary" <mary.cory@edcgov.us>, Kyrsten Shields <kshields@foothill.com>

Hi Bruce;

Thanks for clarifying your comments. I will pass them over to Kyrsten Shields, the regulatory specialist who is address public comments and final edits. I am sure she will address them. Do you have a phone number in case Kyrsten needs to talk with you?

Kate M. Kirsh
President
Landscape Architect (CA License No. 4362)
ISA Certified Arborist WC-5137
Foothill Associates
590 Menlo Dr, Suite 5
Rocklin, CA 95765

[\(916\)435-1202](tel:(916)435-1202)
[\(916\)435-1205](tel:(916)435-1205) Fax
kate.kirsh@foothill.com

On Sat, Mar 12, 2016 at 12:42 AM, <cunhab52@gmail.com> wrote:

Hi Kate:

Mary Cory felt it would be better if I wrote directly to you. She passed on you thoughts on the issues I brought up relating to the noise review. I have a masters in Safety and also worked doing a lot of noise survey and remediation in the 33 years I worked in industry.

I reviewed the County General plan and have a concern that the standard quoted is not the correct one.
http://www.edcgov.us/Government/Planning/Adopted_General_Plan.aspx

If you note: in Policy 6.1 Coordinated approach to hazard and disaster response planning. Under 6.5: ACCEPTABLE NOISE LEVELS. Table 6-2 (the table you listed), is for non-transportation noise sources. Since the survey used a locomotive as one of the higher levels of noise for operational noise, should not table

6-1 (MAXIMUM ALLOWABLE NOISE EXPOSURE FOR TRANSPORTATION NOISE SOURCES) have been used.

In the notes in 6-2 it states " For the purposes of the Noise Element, transportation noise sources are defined as traffic on public roadways, **railroad line** (emphasis added) operations and aircraft in flight."

We need to assure that there are not areas of the study that can be called into issue, and I believe making sure we have the correct table listed is important. I also feel the person putting this chapter together did not actually know what it was they were writing. I think it was just copied out of other documents from the State or other Counties.

When you state a Leq, Lmax, the scale and time need to be stated. I do note that in Policy 6.5.1.12 they do us dBA for the Ldn/CNEL, dB, but they do not state this for the Leq/Lmax.

I assume that table 6-2 is a 12 hour period in that the Leq/Lmax is over a 12 hour period. If table 6-3 is to be used, time and scale should be made clear.

Given our operation, I do not see any potential that we would be above the Ldn/CNEL of 70 dB as listed in table 6-1.

Bruce Cunha

Attachment 6

March 12, 2016 letter from Eileen Cim

March 12, 2016

COMMENTS ON THE DRAFT EL DORADO COUNTY RAILROAD PARK PROJECT

In reviewing the Draft El Dorado County Project it appears that something vital to the project has been overlooked:

“The tracks and ties on a railbanked line can be removed...no permanent structures can be built on the right-of-way.” (Railbanking Fact Sheet)

The Draft El Dorado County Railroad Park Project document is an Initial Study supporting a Mitigated Negative Declaration determination to clear development of several proposed improvements to be the El Dorado County Historical Park (Proposed Park) in the town of El Dorado. The Program EIR for the Sacramento-Placerville Transportation Corridor states:” In this program EIR it has been assumed that the excursion rail use is a new “project” as defined by CEQUA and thus its impacts are therefore subject to review”.

Some concerns that need to be addressed as this neighborhood park is developed.

1. Building El Dorado County structures on a flood plain. (Mud Springs)
2. Providing access to the park for walkers and bicyclists.
3. Providing healthful exercise opportunities.
4. Including facilities and improvements that provide recreational opportunities for all age groups as well as families.

What is the possibility of providing for parking and restrooms and phase development to meet the communities needs?

In my opinion, there are some unresolved issues that need to be addressed before proceeding with this project.

Thank you for considering my comments

Sincerely,

A handwritten signature in blue ink that reads "Eileen Cim". The signature is written in a cursive style.

Fact Sheet

Railbanking—What, Where, Why, When and How

In 1983, concerned by the rapid contraction of America's rail network, the U.S. Congress amended the National Trails System Act to create the railbanking program. Railbanking is a method by which lines proposed for abandonment can be preserved for future rail use through interim conversion to trail use.

Railbanking can be requested by either a public agency or a qualified private organization at the time that the railroad files for abandonment with the Surface Transportation Board (STB), formerly the Interstate Commerce Commission. The railbanking request must be sent to the STB in Washington, D.C., and must at the very minimum include a Statement of Willingness To Assume Financial Responsibility. Since the abandoning railroad company must agree to negotiate a railbanking agreement, a copy of the request for railbanking must be served on the railroad at the same time it is sent to the STB.

A Public Use Condition (PUC) request is a request that is complementary to a request for railbanking. If a PUC request is made to the STB, the STB will place a restriction on the abandonment that prevents the railroad company from selling off or otherwise disposing of any property or trail-related structures, such as bridges or culverts, for a period of 180 days after the abandonment is authorized. This PUC gives the prospective trail manager some breathing room for preparing an offer to the railroad. (The PUC is also a good backup device should the railroad not agree to railbanking since the STB will issue a PUC regardless of whether the railroad agrees.)

There are several other important points regarding railbanking:

1. A railbanking request is not a contract and does not commit the interested party to acquire any property or to accept any liability. It invites negotiation with the railroad company under the umbrella of railbanking.
2. A party filing a Statement of Willingness To Assume Financial Responsibility is not accepting any financial responsibility. It is merely expressing an interest in possibly doing so.
3. **The tracks and ties on a railbanked line can be removed.**

However, bridges and trestles must remain in place, and no permanent structures can be built on the right-of-way.

4. Railbanking can only be requested for a rail line that is still under the authority of the STB. The STB has authority over the corridor until the railroad files a notice of consummation, which must be filed within one year of the abandonment decision (unless the railroad requests an extension). If no notice of consummation is filed by the railroad within one year, abandonment authorization lapses. Railbanking requests are due within the period specified in the applicable notice of abandonment. However, late-filed requests will be accepted for good cause so long as the STB retains authority to do so.
5. Some railroad rights-of-way contain easements that revert back to adjacent landowners when an abandonment is consummated. However, if a line is railbanked, the corridor is treated as if it had not been abandoned. As a result, the integrity of the corridor is maintained, and any reversions that could break it up into small pieces are prevented.
6. Railbanking can be affected through a sale, a donation or a lease of the corridor. The details of which are subject to negotiation with the railroad.
7. A railbanked line is subject to possible future restoration of rail service. The abandoning railroad can apply to the STB to resume rail service on a railbanked corridor which will then vacate the trail use ordinance. The terms and conditions of a transfer back to rail service must be negotiated with the trail manager.

A more thorough discussion of railbanking and other legal issues related to rails-to-trails conversions can be found in *Secrets of Successful Rail-Trails: An Acquisition and Organizing Manual for Converting Rails into Trails*, available online at www.railstotrails.org.

On the back is a sample of a request for railbanking including a Statement of Willingness to Assume Financial Responsibility and a Public Use Condition. The items in italics are to be completed by the prospective trail agency or group.

[Date]

Ms. Cynthia Brown
Chief, Section of Administration
Surface Transportation Board
Office of Proceedings
395 E Street, S.W.
Washington, DC 20423-0001

Re: [Name of Railroad Company] Abandonment in [Name of County and State], [STB Docket Number]

Dear Ms. Brown:

This request is filed on behalf of [Agency Name] which is a [political subdivision or government agency interested in transportation and/or natural resources, private public interest organization interested in conservation and/or recreation, etc.], which is hereinafter referred to as 'proponent'.

While not taking a position on the merits of this abandonment, proponent requests issuance of a Public Use Condition as well as a Certificate or Notice of Interim Trail Use rather than an outright abandonment authorization between [endpoint a] and [endpoint b].

A. Public Use Condition

Proponent requests the STB to find that this property is suitable for other public use, specifically trail use, and to place the following conditions on the abandonment:

1. An order prohibiting the carrier from disposing of the corridor, other than the tracks, ties and signal equipment, except of public use on reasonable terms. The justification for this condition is that [example: the rail corridor in question is along a scenic river and will connect a public park to a major residential area. The corridor would make an excellent recreational trail and conversion of the property to trail use is in accordance with local plans. In addition, the corridor provides important wildlife habitat and greenspace and its preservation as a recreational trail is consistent with that end.] The time period sought is 180 days from the effective date of the abandonment authorization. Proponent needs this much time because [example: we have not had an opportunity to assemble or to review title information, complete a trail plan or commence negotiations with the carrier.]
2. An order barring removal or destruction of potential trail-related structures such as bridges, trestles, culverts and tunnels. The justification for this condition is that these structures have considerable value for recreational trail purposes. The time period requested is 180 days from the effective date of the abandonment authorization for the same reason as indicated above.

B. Interim Trail Use

The railroad right-of-way in this proceeding is suitable for railbanking. In addition to the public use conditions sought above, proponent also makes the following request:

STATEMENT OF WILLINGNESS TO ASSUME FINANCIAL RESPONSIBILITY

In order to establish interim trail use and rail banking under section 8(d) of the National Trails System Act, 16 U.S.C. §1247(d), and 49 C.F.R. §1152.29, [Agency Name] is willing to assume full responsibility for management of, for any legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for the payment of any and all taxes that may be levied or assessed against the right-of-way owned by [Name of Railroad Company] and operated by [Name of Operator if different than Railroad Company].

The property, known as the [Property Name] extends from railroad milepost [Milepost Number] near [endpoint a] to railroad milepost [Milepost Number] near [endpoint b] a distance of [number] miles in [County Name] County, [State]. The right-of-way is part of a line of railroad proposed for abandonment in STB Docket No. AB-xx (Sub yy).

A map depicting the right-of-way is attached.

[Agency Name] acknowledges that use of the right-of-way is subject to the user's continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way for rail service.

By my signature below, I certify service upon [Railroad Company and Address], by U.S. Mail, postage prepaid, first class, on [date].

Respectfully submitted,

[Name]

On behalf of [Agency]



National Headquarters
2121 Ward Court, NW, 5th Floor
Washington, DC 20037
tel 202.331.9696
fax 202.223.9257

Attachment 7

March 14, 2016 email from Don Rose



Candice Guider <cguider@foothill.com>

Fwd: Comments on the Train Park MND

1 message

Kyrsten Shields <kshields@foothill.com>
To: Candice Guider <cguider@foothill.com>

Tue, Mar 15, 2016 at 11:02 AM

Kyrsten Shields
Senior Regulatory Specialist
Foothill Associates
590 Menlo Dr., Suite 5
Rocklin, CA 95765

Telephone: (916) 435-1202, Ext 216
Fax: (916) 435-1205

----- Forwarded message -----

From: **Kate Kirsh** <kkirsh@foothill.com>
Date: Tue, Mar 15, 2016 at 11:00 AM
Subject: Fwd: Comments on the Train Park MND
To: Kyrsten Shields <kshields@foothill.com>

More comments.

Kate M. Kirsh
President
Landscape Architect (CA License No. 4362)
ISA Certified Arborist WC-5137
Foothill Associates
590 Menlo Dr, Suite 5
Rocklin, CA 95765

[\(916\)435-1202](tel:(916)435-1202)
[\(916\)435-1205](tel:(916)435-1205) Fax
kate.kirsh@foothill.com

----- Forwarded message -----

From: **Vickie Sanders** <vickie.sanders@edcgov.us>
Date: Tue, Mar 15, 2016 at 7:05 AM
Subject: Fwd: Comments on the Train Park MND
To: Kate Kirsh <kkirsh@foothill.com>, Donna Mullens <donna.mullens@edcgov.us>

Comments

Vickie Sanders
Parks Manager
County of El Dorado
Chief Administrative Office
[530-621-7538](tel:530-621-7538)
FAX: [530-642-0301](tel:530-642-0301)

16-0465 C 105 of 108



----- Forwarded message -----

From: **Don Rose** <donofthedirt@yahoo.com>

Date: Mon, Mar 14, 2016 at 9:40 PM

Subject: Comments on the Train Park MND

To: Vickie Sanders <vickie.sanders@edcgov.us>

Cc: Jackie Neau <jackieno@gmail.com>, Michael Kenison <mikejken@yahoo.com>, Sarah Henjum <cleosquared@msn.com>

Vickie:

The following are my comments on the Historical Railroad Park Initial Study/Draft MND.

I'm not an environmental attorney, but my understanding of CEQA is that excursion train operations are grandfathered under CEQA with no need for environmental review as long as the operation uses only existing track and facilities. Once the existing track and facilities are changed or added to, it triggers CEQA requirement on the entire excursion train operation, not just the added or changed track and facilities. Therefore, this document should cover the entire excursion train operation on the 8 miles long train Park.

Specific comments are as follow:

3.4 Mountain bikers should be included in the reference to users of the unpaved trail in the park.

3.6.1 Under "Outdoor Display Yard", it states that the sidings and mainline would be used to move rolling stock to and from other Railroad History Center facilities. Railroad History Center is not defined and should be. Are there other improvements planned along the corridor?

3.6.2 Under "El Dorado Western Railroad", it states that the railroad would run its diesel locomotive through the park once per month. Will EDWRR operations be limited to one run per month? What is the use of preserving 8 miles of railroad track if it will only be used once per month?

Best regards.

Don Rose

Attachment 8

March 14, 2016 letter from Robert A. Smart, Jr.

4520 Lon Court
Diamond Springs, CA 95619
March 14, 2016

Vickie Sanders
County of El Dorado Chief Administrative Office
Parks Division 330 Fair Lane Placerville, CA 95667

Subject: Railroad Park

Dear Vickie,

I was an El Dorado County Parks and Recreation Commissioner at the inception of the railroad park. I was very enthusiastic about moving Engine 4 out of the overcrowded museum area in Placerville and having it and other remnants of narrow gauge logging displayed in El Dorado where it could be viewed and admired. Local volunteers have donated huge amounts of their time restoring Engine 4 and the surviving Caldor and Mich-Cal rolling stock. Somehow the vision I supported has been lost or greatly diluted.

I see narrow gauge logging history as something very unique to our area and believe it could attract many visitors to see it. (Maybe we could get someone to remodel the remnant buildings of Caldor in the Diamond Springs area into a unique shopping area). Somehow the vision I supported, which was to display our logging/narrow gauge history, has been replaced by a desire to operate some sort of railroad. The importance of Engine 4 and other remnants from the narrow gauge railroads of Michigan-California and Caldor Lumber Company is now being overshadowed by equipment that came after the narrow gauge era.

The El Dorado County 2014 Parks and Trails Master Plan identifies there are no parks the Diamond Springs-El Dorado Community region, a region that the study indicates needs 4 neighborhood parks to meet the current population. One of the purposes of a general plan is to identify gaps and develop strategies to correct the deficiencies. The draft plan for the historic railroad park, with the exception of the planned toilets, seems to be focused on a single user group, the railroad enthusiasts, a small segment of the community. For example, it appears the park will only be available the 1st and 3rd Sunday of each month (3.4). Other than providing a two stall toilet that will help meet the needs of hikers, bicyclists and equestrians the proposed railroad park does not appear to help close the recreation needs gaps of the community. The public who attended the 2015 community hall presentation for the park was looking for opportunities for their grandchildren to play. I doubt the local population will feel like the County has made much progress on closing the recreation needs in El Dorado.

The El Dorado site has the ability to be a great display area for our local narrow gauge railroading/logging, trail head facilities for numerous user groups, and also a wonderful opportunity to provide a play area/community picnic site. The park could be a community gathering place that supplements the community hall and be a great place for children to run and play. We can do better.

Sincerely,

Robert A. Smart, Jr.