



MAINTENANCE DIVISION
2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

JAMES W. WARE, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



March 1, 2010

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Attn: Prop. 84 SPP Team:

Enclosed are two application packets from the El Dorado County Department of Transportation for the first round of Statewide Park Development and Community Revitalization Program (Prop 84) funding.

The two proposed projects are:

- 1) El Dorado County Historical Railroad Park & Trail - Requested Grant Amount: \$2,694,600
- 2) El Dorado County Fairgrounds Walker Ball Fields – Requested Grant Amount: \$1,737,000

Thank you for your consideration of these proposed park projects. If you have any questions, please contact Tom Fossum of my staff at (530) 621-5982 or thomas.fossum@edcgov.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "J.W. Ware".

James W. Ware, P.E.
Director of Transportation
El Dorado County Department of Transportation

JWW:an

Enclosures

c: Russ Nygaard, Deputy Director, Facilities Engineering
Tom Fossum, Supervising Civil Engineer
Adam Baughman, Senior Planner
Anne Novotny, Senior Planner



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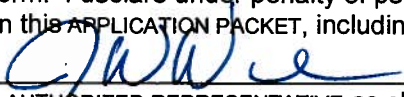
STATEWIDE PARKS DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM
GRANT APPLICATION, 3/1/2010

EL DORADO COUNTY HISTORICAL RAILROAD PARK & TRAIL

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**Statewide Park Development and Community Revitalization Program of 2008
 Project Application Form**

PROJECT NAME El Dorado County Historical Railroad Park & Trail	Requested GRANT Amount \$ <u>2,694,600</u>
	Other Funding Sources \$ <u>0</u>
PROJECT PHYSICAL ADDRESS (including zip code) Parcel No. 33101004 Town of El Dorado, CA 95623	Estimated TOTAL PROJECT COST \$ <u>2,694,600</u>
	Nearest Cross Street Oriental Street County of Project Location El Dorado
GRANT APPLICANT (entity applying for the grant) County of El Dorado Department of Transportation	GRANT APPLICANT's Mailing Address 2850 Fairlane Court, Bldg C Placerville, CA 95667
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION OR CERTIFICATION LETTER	
James W. Ware, P.E., Director of Transportation jim.ware@edcgov.us (530) 621-7533 Name (typed or printed) and Title Email address Phone	
DIRECTOR/PRESIDENT/CEO	
James W. Ware, P.E., Director of Transportation jim.ware@edcgov.us (530) 621-7533 Name (typed or printed) and Title Email address Phone	
DAY-TO-DAY CONTACT for ADMINISTRATION of the GRANT (if different from AUTHORIZED REPRESENTATIVE)	
Thomas A. Fossum, P.E., Supervising Civil Engineer thomas.fossum@edcgov.us (530) 621-5982 Name (typed or printed) and Title Email address Phone	
For ACQUISITION: Total land acquired will be ___ acres ____ Acres to be acquired in fee simple by Applicant ____ Acres to be acquired in other than fee simple (attach explanation)	For DEVELOPMENT: Total acreage of the PARK will be 33 (include land to be acquired if applicable) ____ Acres owned in fee simple by Applicant ____ Acres available under a _____ year lease or easement.
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the attached GRANT SCOPE/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
 Signature AUTHORIZED REPRESENTATIVE as shown in Resolution	<u>2/25/10</u> Date
Print Name <u>James W. Ware, P.E.</u>	
Title <u>Director of Transportation</u>	



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EL DORADO COUNTY HISTORICAL RAILROAD PARK & TRAIL

ITEM 2

Nonprofit Requirements

NOT APPLICABLE

*El Dorado County is a government entity,
not a Non-Profit Organization.*

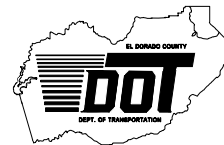


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ITEM 3

Authorizing Resolution

A draft unsigned resolution is included in this application packet. This resolution has been reviewed by County Counsel and is on the County Board of Supervisors agenda for approval on March 2, 2010. A copy of the signed Authorizing Resolution will be provided after March 2, 2010.



RESOLUTION NO. _____

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

APPROVING THE APPLICATION FOR CALIFORNIA STATEWIDE PARK PROGRAM GRANT FUNDS FOR THE EL DORADO COUNTY HISTORICAL RAILROAD PARK

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the County of El Dorado will enter into a contract with the State of California to complete the grant scope project;

NOW, THEREFORE, BE IT RESOLVED that the County of El Dorado Board of Supervisors hereby:

1. Approves the filing of an application for the El Dorado County Historical Railroad Park; and
2. Certifies that the County has or will have available, prior to the commencement of any work on the project included in this application, the sufficient funds to complete the project; and
3. Certifies that the County has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that the County has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
5. Delegates the authority to the Director of Transportation or the Chief Administrative Officer, as agent of the County of El Dorado, to conduct all negotiations, sign and submit all documents including, but not limited to, applications, agreements, amendments, payment requests, which may be necessary for completion of the grant scope and submission of Statewide Parks funding application(s); and
6. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the _____ day of _____, 2010, by the following vote of said Board:

ATTEST
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

Ayes:
Noes:
Absent:

By _____
Deputy Clerk

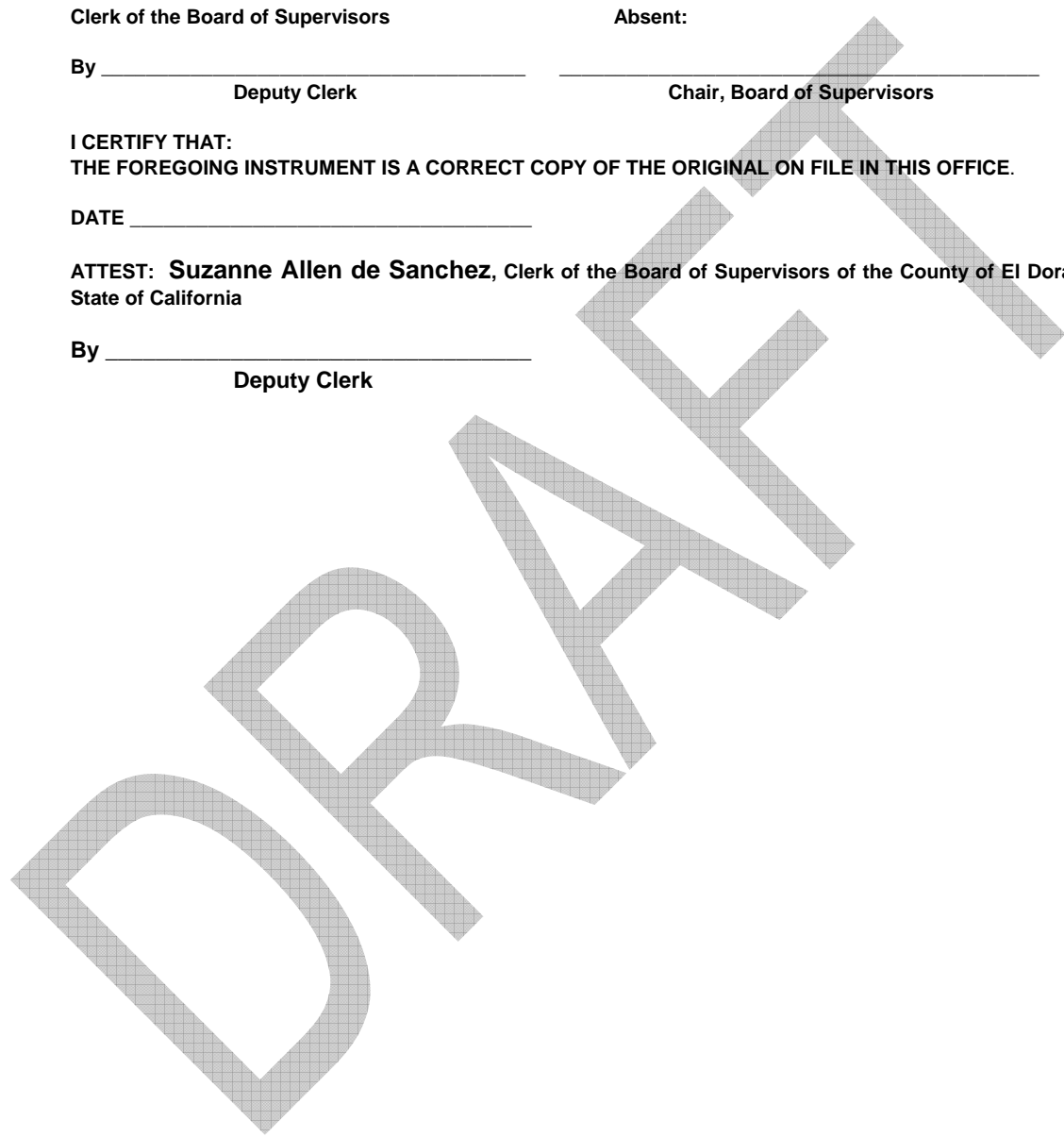
_____ Chair, Board of Supervisors

I CERTIFY THAT:
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE _____

ATTEST: Suzanne Allen de Sanchez, Clerk of the Board of Supervisors of the County of El Dorado, State of California

By _____
Deputy Clerk



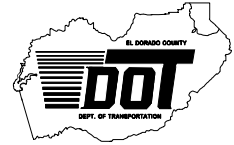


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STATEWIDE PARKS DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM
GRANT APPLICATION, 3/1/2010

EL DORADO COUNTY HISTORICAL RAILROAD PARK & TRAIL

ITEM 4

Grant Scope / Cost Estimate

Item 4: Grant Scope

Grant Scope: The County proposes to construct a new 33 acre public park and multi-use recreational trail in the underserved, unincorporated town of El Dorado, adjacent to the El Dorado Community Hall.

The proposed new park and trail will be constructed in phases. The scope of this grant will include the planning, environmental, design and construction of the following

Recreation Features:

- **Park facility** – The El Dorado County Historical Railroad Park will be an approximately 6.3 acre park area with ADA compliant restrooms, picnic areas (with tables & charcoal grills), open space and natural areas. The park will be constructed within the existing Sacramento-Placerville Transportation Corridor (SPTC) right of way.
- **Non-motorized regional multi-use recreation trail** – approximately 2.2 mile long extension of the El Dorado Trail, from the west end of the proposed park site to Missouri Flat Road. The trail will be 16-feet wide of which 8-feet will be paved asphalt, 3-feet will be unpaved shoulder, and 5-feet will be aggregate base for equestrian use. The trail will be constructed within the existing Sacramento-Placerville Transportation Corridor (SPTC) right of way.

The scope of this grant will also include the planning, environmental, design and construction of the following **Major Support Amenities:**

- **Parking lot and Internal Roadways** – Approximately 43,500 square-feet of asphalt-paved areas will be constructed that will provide access roadways on the site and approximately 51 spaces for vehicles, five of which will be ADA spaces. The parking lot and access roadways will be a joint-use with the adjacent El Dorado Community Hall.
- **Depot Information Center** – An approximately 540 square foot building which will be an accurate reproduction of the historic 1888 Southern Pacific Railroad Depot, that once stood on the site, will be located on the proposed park site. The new Depot will be the centerpiece of the proposed park and will provide a place for visitor information/services, historical railroad exhibits, a gift shop, and shelter.
- **Park Access Road (Oriental Street)** – Access to the Park will be via Oriental Street which will be widened and repaved from North Street to the park entrance. This will require the widening/replacement of the box culvert to accommodate turning radii for larger vehicles (e.g. buses and horse trailers) to access the park.

Item 4: GRANT SCOPE / Cost Estimate Form

GRANT SCOPE ITEMS:	Estimated Cost
ACQUISITIONS: List each parcel number, acreage, estimated date of purchase, cost	
DEVELOPMENT: List each RECREATION FEATURE and MAJOR SUPPORT AMENITY (If item is less than \$50,000, it is considered a Minor Support Facility and should NOT be listed below but rather folded into the cost of the Recreation Feature)	
(Note if each is local, state, federal or other source)	\$ -
Acquisitions (None for this project)	\$ -
Development of the El Dorado County Historical Railroad Park. <i>(Recreational Feature)</i>	\$ 506,000
Development of the El Dorado Trail In the SPTC Corridor from the west end of the El Dorado County Historical Railroad Park site to Missouri Flat Road. <i>(Recreational Feature)</i>	\$ 916,000
Development of the Parking Lots and Onsite Roadways. <i>(Major Support Amenity)</i>	\$ 305,000
Development of the Depot Building Information Center. <i>(Major Support Amenity)</i>	\$ 138,000
Development of the Park Access Road, Oriental Street. <i>(Major Support Amenity)</i>	\$ 156,000
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES	\$ 2,021,000
Total Estimated PRE-CONSTRUCTION COST (not to exceed 25% of grant amount)	\$ 673,600
Total PROJECT Cost	\$ 2,694,600
Requested GRANT Amount	\$ 2,694,600

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables, and that all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before final GRANT payment is processed as specified in the "Grant Process - End of GRANT PERFORMANCE PERIOD" section found in the GRANT ADMINISTRATION GUIDE. The APPLICANT also understands that no more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs. See the ELIGIBLE COSTS charts before creating a cost estimate.



 APPLICANT'S AUTHORIZED REPRESENTATIVE

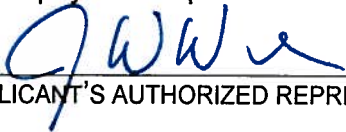
2/25/10

 Signature Date

Item 5: Funding Sources Form

Funding Source	Date COMMITTED	Amount
Statewide Park Program GRANT Request	TBD	\$ 2,694,600
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Grand Total All Funding Sources (Estimated TOTAL PROJECT COST)		\$ 2,694,600

The APPLICANT understands that the PROJECT cannot be funded unless the requested GRANT equals the estimated cost needed to complete the PROJECT, or, the requested GRANT plus the total amount of additional COMMITTED FUNDS equals the estimated cost of the PROJECT. The PROJECT must be completed and open to the public before final GRANT payment is processed.


 APPLICANT'S AUTHORIZED REPRESENTATIVE

2/25/10
 Signature Date

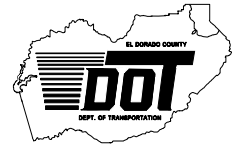


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GRANT APPLICATION, 3/1/2010

EL DORADO COUNTY HISTORICAL RAILROAD PARK & TRAIL

ITEM 6

**California Environmental Quality Act (CEQA)
Compliance**

- **CEQA Compliance Certification Form**
- **CEQA Initial Study Document**
- **Plan for CEQA Compliance**

Item 6: CEQA Compliance Certification Form

Applicant/Grantee: County of El Dorado Project Name: El Dorado County Historical Railroad Park & Trail

Project Address: Parcel No. 33101004, end of Oriental Street in El Dorado, CA 95623

When was CEQA analysis completed for this project? Date: Not Completed – if this project is awarded a Statewide Parks Development grant, the CEQA analysis will be completed within one year of the grant award date.

What documents were filed for this project's CEQA analysis: (check all that apply)

- Initial Study Notice of Exemption Negative Declaration
 Mitigated Negative Declaration Environmental Impact Report
 Other

Please attach the Notice of Exemption or the Notice of Determination as appropriate.

If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information:

Agency Name: County of El Dorado, Department of Transportation

Contact Person: Janet Postlewait

Mailing Address: 2850 Fairlane Court, Placerville, CA 95667

Phone: (530) 621-5993

Email: janet.postlewait@edcgov.us

Certification:

I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) for the project identified above and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.


AUTHORIZED REPRESENTATIVE Date
(Signature)

James W. Ware, P.E., Director of Transportation
AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

Appendix G Environmental Checklist Form

1. **Project title:** El Dorado County Historical Railroad Park and El Dorado Trail Extension.
2. **Lead agency name and address:**
County of El Dorado, Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
3. **Contact person and phone number:**
Janet Postlewait phone: (530) 621-5993; email address: janet.postlewait@edcgov.us
4. **Project location:** The project is located within the Sacramento-Placerville Transportation Corridor (SPTC) right of way
5. **Project sponsor's name and address:**
County of El Dorado, Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
6. **General plan designation:** The museum and park site is designated both Commercial and Medium Density Residential, and the length of the trail is almost entirely Medium Density Residential with small areas designated Industrial and Commercial.
7. **Zoning:** The entire project is located within the Sacramento-Placerville Transportation Corridor (SPTC) ROW. The museum and park site is zoned Residential Estate 10 (RE-10), and the 2.2 acres of trail traverses through RE- 10, Residential one acre (R1A), residential half acre R20K) and commercial zoning.
8. **Description of project:** The County proposes to construct a new 33 acre public park and multi use recreational trail in the underserved, unincorporated town of El Dorado, adjacent to the El Dorado Community Hall. The proposed new park and trail will be constructed in phases. The scope of this grant will include the planning, design and construction of the following:

Recreation Features:

- **Non-motorized regional multi-use recreation trail** – approximately 2.2 mile extension of the El Dorado Trail, from the west end of the proposed park site to Missouri Flat Road. The trail will be 16-feet wide of which 8-feet will be paved asphalt, 3-feet unpaved shoulder, and 5-feet aggregate base for equestrian use. The trail will be constructed within the existing SPTC right of way and consist of approximately 26.7 acres.
- **Park facility** – Historic El Dorado Railroad Park will be an approximately 6.3 acre park with an ADA compliant restrooms, picnic areas (with tables & charcoal grills), open space and natural areas. The park will be constructed within the existing SPTC right of way.

The scope of this grant will also include the planning, design and construction of the following **Major Support Amenities**:

- **Parking lot and Internal Roadways** – Approximately 43,500 square-feet of asphalt-paved areas will be constructed that will provide access roadways on the site and approximately 51 spaces for vehicles, five of which will be ADA spaces. The parking lot and access roadways will be a joint-use with the adjacent El Dorado Community Hall.
- **Depot Information Center** – An approximately 540 square foot building which will be an accurate reproduction of the historic 1888 Southern Pacific Railroad Depot, that once stood on the site, will be located on the proposed park site. The new Depot will be the centerpiece of the proposed park and will provide a place for visitor information/services, historical railroad exhibits, a gift shop, and shelter.
- **Park Access Road (Oriental Street)** – Access to the Park will be via Oriental Street which will be widened and repaved from North Street to the park entrance. This will require the widening/replacement of the box culvert to accommodate turning radii for larger vehicles (e.g. buses and horse trailers) to access the park.

9. **Surrounding land uses and setting: Briefly describe the project's surroundings:** The museum site is situated 2 blocks from the town of El Dorado. Existing land uses surrounding the proposed project are mostly open fields that border SPTC right of way. The El Dorado Community Center is located one block south of the museum site.
10. **Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):** The site is located entirely within the SPTC right of way. In 2002, the El Dorado County Sacramento-Placerville Transportation Corridor Master Plan was adopted by the El Dorado County Board of Supervisors. The two main objectives of this plan were:
 - to preserve the railroad right of way for its integration into a county and regional interim, multipurpose transportation corridor, which would include trail use; and
 - protection of the corridor for the potential, future reinstatement of rail service, consistent with the national Trails System Act.

Additionally, in 1991, the SPTC-JPA was formed to purchase the rail corridor from the Southern Pacific Railroad. As part of the formation of the SPTC-JPA, each member agency approved a reciprocal use and funding Agreement. A provision of this agreement was that each member agency would ensure the integrity of the corridor. Specifically Section 7 (a) of the agreement states that each member can use or transfer corridor land only if the action would not cause any reversionary rights in the rail corridor and would not otherwise threaten the continuity of any portion of the rail corridor.

This proposal would require demonstration to the SPTC-JPA that the project is consistent with the provisions of the reciprocal use and funding agreement.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- Aesthetics
- Agriculture Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology/Soils
- Hazards and Hazardous Materials
- Hydrology/ Water Quality
- Land Use Planning
- Mineral Resources
- Noise
- Population/Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities/Services
- Mandatory Findings of Significance

DETERMINATION:

On the basis of this initial evaluation: (choose appropriate one)

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including both on and off site, cumulative and project-level; indirect and direct; construction and operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impacts" when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation " applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the checklist were within the scope and adequately analyzed in an earlier document pursuant to applicable legal standards, and if effects were addressed by mitigation measures from the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) The significance criteria or threshold, if any, used to evaluate each question; and
 - b) The mitigation measure identified, if any, to reduce the impact to less than significant

CEQA Environmental Checklist

El Dorado County Historical Railroad Park and El Dorado Trail Extension

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
I. AESTHETICS: Would the project:				
a) Have a substantial adverse effect on a scenic vista	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion: As stated in the 1998 Program EIR for the Sacramento Placerville Transportation Corridor Master Plan (SPTC), implementation would result in temporary changes in aesthetic conditions for residences during project construction. Given the graded nature of the corridor and the narrow corridor width, no major grading activities are expected that would change the visual nature of the corridor. Implementation may also result in some fencing and landscaping along portions of the corridor and museum site to provide enhanced privacy to residences and add aesthetic value to the corridor. Additionally, any nighttime lighting within the museum area would be shielded to restrict glare. Nighttime usage is not expected. Based on this information, the proposed project is considered to have a less than significant impact on aesthetics.

II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion: No agricultural farmland exists in the project area.

III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?
- c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non- attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?
- d) Expose sensitive receptors to substantial pollutant concentrations?
- e) Create objectionable odors affecting a substantial number of people?
- f) Create greenhouse gas emissions and contribute to global climate change

Discussion: The project would result in short-term air pollutant emissions from ground disturbance and construction vehicle operation. All activities and equipment will comply with applicable rules and regulations for minimizing construction emissions.

IV. BIOLOGICAL RESOURCES: Would the project:

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?
- b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?
- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?
- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?
- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?
- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Discussion: Appropriate surveys will be conducted preparation of the CEQA document to determine the level of impact upon biological resources, including a wetland delineation and identification of riparian or special species habitat to determine if any significant impacts exist.

V. CULTURAL RESOURCES: Would the project:

- a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?
- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

- | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d) Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Discussion: As a museum project, this project is intended to enhance the historical significance of the area. A cultural resource survey will be conducted in preparation for the negative declaration to determine if any historical or cultural resources exist on the site, along with any mitigation measures that may be required to reduce potential impacts to less than significant.

VI. GEOLOGY AND SOILS: Would the project:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| ii) Strong seismic ground shaking? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iii) Seismic-related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iv) Landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Result in substantial soil erosion or the loss of topsoil? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion: Given that this is an existing railroad corridor, it has been previously graded accordingly. The project would require minimal earth moving and trenching and would not result substantial soil erosion or loss of topsoil. All earth moving is subject to the uniform Building Code and the County of El Dorado Design and Improvement Standards Manual, as well as the Grading Ordinance.

VII. HAZARDS AND HAZARDOUS MATERIALS: Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?
- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?
- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?
- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?
- 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?

Discussion: The project would not result in the use of significant amounts of hazardous substances or materials and would not pose a reasonably foreseeable risk of upset or accident conditions. All standards and government codes will be identified and adhered to with preparation of the CEQA Negative Declaration.

VIII. HYDROLOGY AND WATER QUALITY: Would the project:

- a) Violate any water quality standards or waste discharge requirements?
- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?
- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?
- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?
- e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?
- f) Otherwise substantially degrade water quality?
- g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?
- h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?
- i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

j) Inundation by seiche, tsunami, or mudflow

Discussion: All standards and government codes will be identified and adhered to with preparation of the CEQA Negative Declaration. The project would not result in the use or degradation of surface or groundwater supplies. Best management practices for controlling stormwater runoff from disturbed areas during construction would be utilized.

IX. LAND USE AND PLANNING: Would the project:

a) Physically divide an established community?

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Discussion: The project is consistent with the El Dorado County General Plan as well as the 2003 SPTC Master Plan.

X. MINERAL RESOURCES: Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Discussion: No known mineral resources are available on the site.

XI. NOISE: Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Discussion: Project construction would result in short-term noise generation from equipment and vehicles which are not anticipated to adversely affect sensitive groups. Additionally, a noise study will be conducted to determine if any noise level standards are exceeded. This is a potential impact.

XII. POPULATION AND HOUSING: Would the project:

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?
- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?
- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

Discussion: This project will not induce population growth, nor will it displace any existing population.

XIII. PUBLIC SERVICES:

- a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:
 - Fire protection?
 - Police protection?
 - Schools?
 - Parks?
 - Other public facilities?

Discussion: All standards regarding public services will be adhered to. Regarding parks, this project will provide a park in an area of the county that is underserved with relation to park amenities.

XIV. RECREATION:

- a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?
- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Discussion: This project will create a new park in an area of the county that is under served in recreational facilities.

XV. TRANSPORTATION/TRAFFIC: Would the project:

- a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in substantial increase in either the number of vehicle trips, volume to capacity ratio, or congestion at intersections)?
- b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?

- c) Result in a change in air traffic patterns, including increase in traffic levels or change in location resulting in safety risks?
- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
- e) Result in inadequate emergency access?
- f) Result in inadequate parking capacity?
- g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?

Discussion: All standards and policies relative to traffic congestions, safety and parking will be analyzed and adhered to with preparation of the MND to determine the level of significance for any potential impacts.

XVI. UTILITIES AND SERVICE SYSTEMS: Would the project:

- a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?
- b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?
- c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?
- d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?
- e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?
- f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?
- g) Comply with federal, state, and local statutes and regulations related to solid waste?

Discussion: All standards and policies relative to utilities and service systems will be analyzed and adhered to with preparation of the MND to determine the level of significance for any potential impacts.

XVII. MANDATORY FINDINGS OF SIGNIFICANCE

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

b) Does the project have impacts that are individually limited, but cumulatively considerable? (Cumulatively considerable means that incremental effects are considerable when viewed in connection with effects of past projects, effects of other current projects, and effects of probable future projects)?

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Item 6: Plan for CEQA Compliance

- **Timeline**

The CEQA compliance for the proposed Project will be a one-step process:

Step	Estimated Completion Date
Mitigated Negative Declaration	9/30/2011 (based on assumption that the date of the grant award announcement will be 9/30/2010). Actual CEQA compliance completion date will be within one year after the actual date of the GRANT award announcement.

- Total estimated cost for CEQA compliance: **\$75,000**
- An explanation of any obstacles that may delay CEQA compliance: **Not Applicable**

No obstacles are anticipated that may delay CEQA compliance.

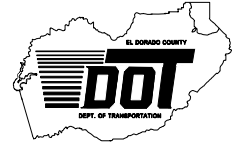


MAINTENANCE DIVISION
2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

JAMES W. WARE, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



STATEWIDE PARKS DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM
GRANT APPLICATION, 3/1/2010

EL DORADO COUNTY HISTORICAL RAILROAD PARK & TRAIL

ITEM 7

Land Tenure Requirement

- **Land Tenure Form**
- **Reciprocal Use and Funding Agreement**
- **Joint Powers Authority Agreement**
- **Easement Agreement**
- **Grant Deed**
- **Quitclaim Deed**

Item 7: Land Tenure Form

APPLICANTS must complete this form when the PROJECT does not involve ACQUISITION and the site is not owned by the APPLICANT in fee simple. Indicate the page numbers where the following information can be found in the agreement.

- Type of agreements: Reciprocal Use and Funding Agreement (RUFA), Joint Powers Agreement (JPA), Easement Agreement (EA), Grant Deed, Quitclaim Deed**
- Identify the type of agreement, such as a lease, joint powers agreement, easement, memorandum of understanding, etc.
- Parties to the signed agreement.....RUFA Found on page(s) 1, 15, 16 & 17**
- Highlight the sections which identify the parties to the agreement. (App pg, 28,)
 - The agreement must be signed by all parties. Pgs. 42–46)
- Term of the agreement.....JPA Found on page(s) 2 (App pg. 81)**
- All GRANT amounts up to \$1,000,000 require at least 20 years of land tenure.
 - All GRANT amounts greater than \$1,000,000 require at least 30 years of land tenure. **(See JPA Section 5)**
 - OGALS will start counting the 20 or 30 year land tenure requirement from the APPROPRIATION DATE.
- Renewal clause Found on page(s) N/A**
- The renewal clause must include an option (which can be non-binding) for the APPLICANT/GRANTEE to renew the agreement beyond the original 20 or 30 year term requirement.
- Termination (revocability).....RUFA Found on page(s) 4 & 5 (App pgs. 31-32)**
- Any of the following is acceptable:
- No termination clause - the agreement is non-revocable. **(See RUFA Section 7)**
 - The termination clause may specify that the agreement is revocable for breach of the agreement/for cause.
 - The termination clause may specify that the agreement is revocable by mutual consent.
- The following is not acceptable: A termination clause that allows the land owner to revoke the agreement without cause (at will) will not be approved.
- Site Control Roles and Responsibilities RUFA & EA Found on page(s) 3 (RUFA Section 4) and EA Section 2, pages 1 & 2; (App pgs 30, 114, 115)**
- The APPLICANT must have the authority to construct, operate, and maintain the PROJECT in accordance with the CONTRACT provisions.
- Roles and responsibilities...EA Found on page(s) 2 & 3 (Sect. 4); App pgs 115-116**
- The agreement must authorize the APPLICANT to proceed with the construction PROJECT. The APPLICANT may delegate construction to other entities.
 - The agreement gives APPLICANT permission to operate the PROJECT site (such as scheduling recreational programs). The APPLICANT may delegate operational roles to other entities.
 - The agreement identifies which entity is responsible for maintenance of the PROJECT site. Entities other than the APPLICANT may have this role.

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.

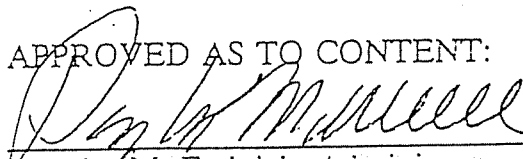
COUNTY OF SACRAMENTO, a political subdivision of the State of California

By: 
Chairperson, Sacramento County Board of Supervisors

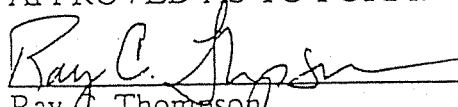
ATTEST:


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: _____
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

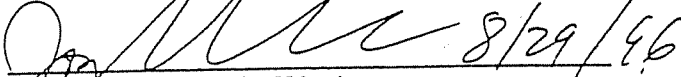
By: _____
Mark Gilbert, Chief Legal Counsel

CITY OF FOLSOM,
a municipal corporation



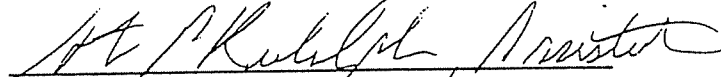
Mayor

APPROVED AS TO CONTENT:


 8/29/96

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 ^{8/20/96} (8/20/96)

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: Dixie L. Foote
Deputy Clerk 8/20/96

SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

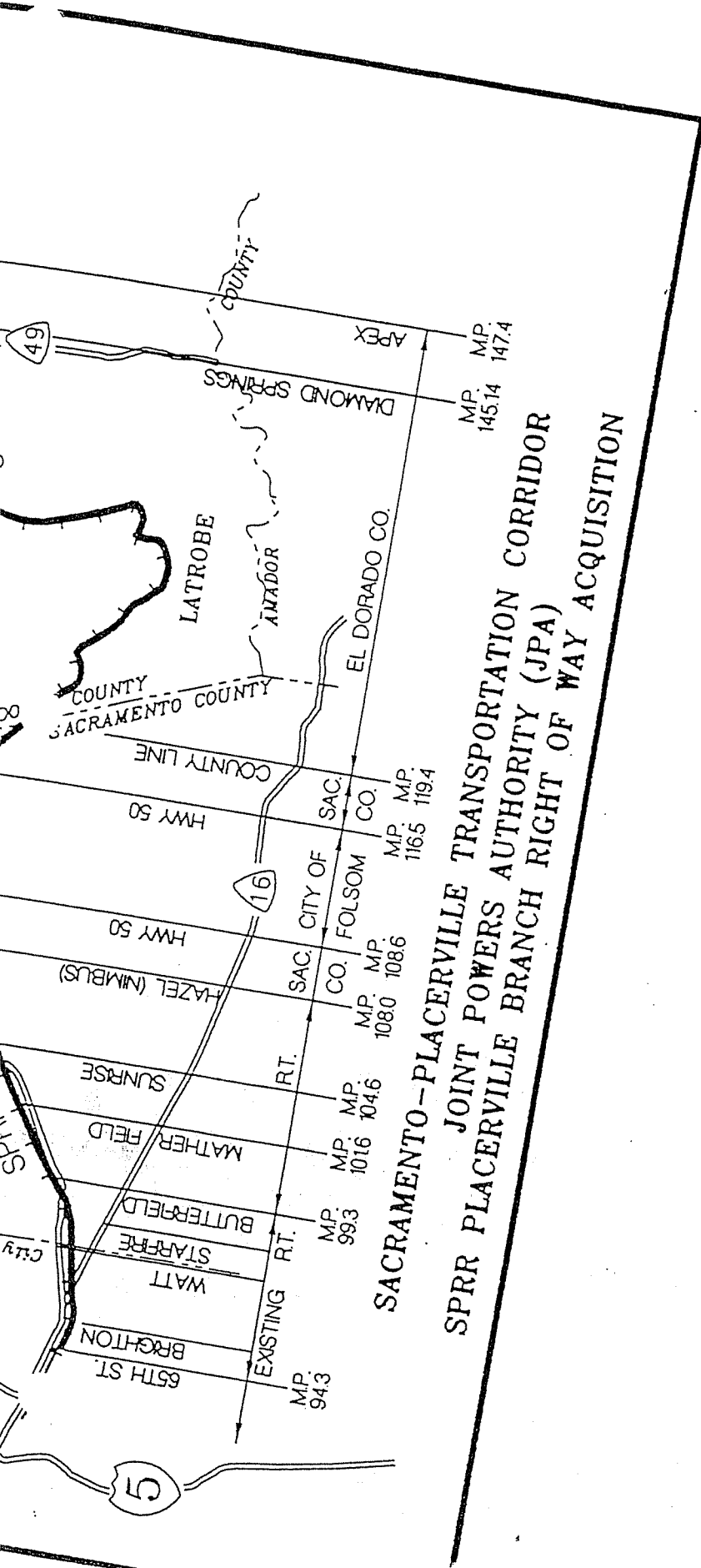
By: Robert Holderness
Robert Holderness, Chair

By: John Segerdell
John Segerdell, CEO

APPROVED AS TO LEGAL FORM:

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

EXHIBIT A



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

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)

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:

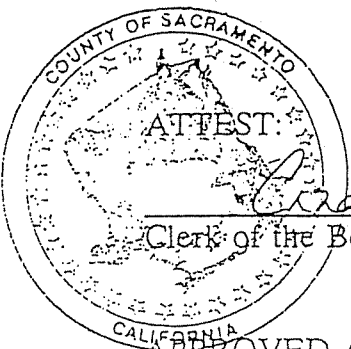
1. Except as otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Agreement.
2. Exhibit A of the Agreement is hereby amended to read as shown on Exhibit A-1, attached to this Amendment and incorporated herein.
3. This Amendment may be executed in any number of 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. Turner
Clerk of the Board of Supervisors

In accordance with Section 21101 of the Government Code as amended, the Board of Supervisors of the County of Sacramento is hereby authorized to execute this Agreement on behalf of the Board of Supervisors, County of Sacramento.

JUN 24 1997

By: Mike Garber
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: [Signature]
Dave Cox, Chairman

By: [Signature]
Pilka Robinson, General Manager

Approved as to legal form:

By: [Signature]
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:

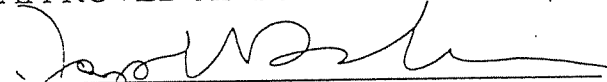
By: _____
Mark Gilbert, Chief Legal Counsel

CITY OF FOLSOM,
a municipal corporation



Glenn A. Fait, Mayor

APPROVED AS TO CONTENT:



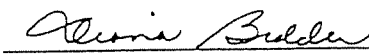
Joe Luchi, Public Works Director

APPROVED AS TO FORM:



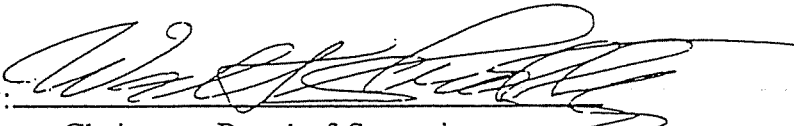
Martha Lofgren, City Attorney

ATTEST:



City Clerk

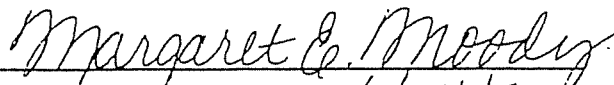
COUNTY OF EL DORADO, a political
subdivision of the State of California

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

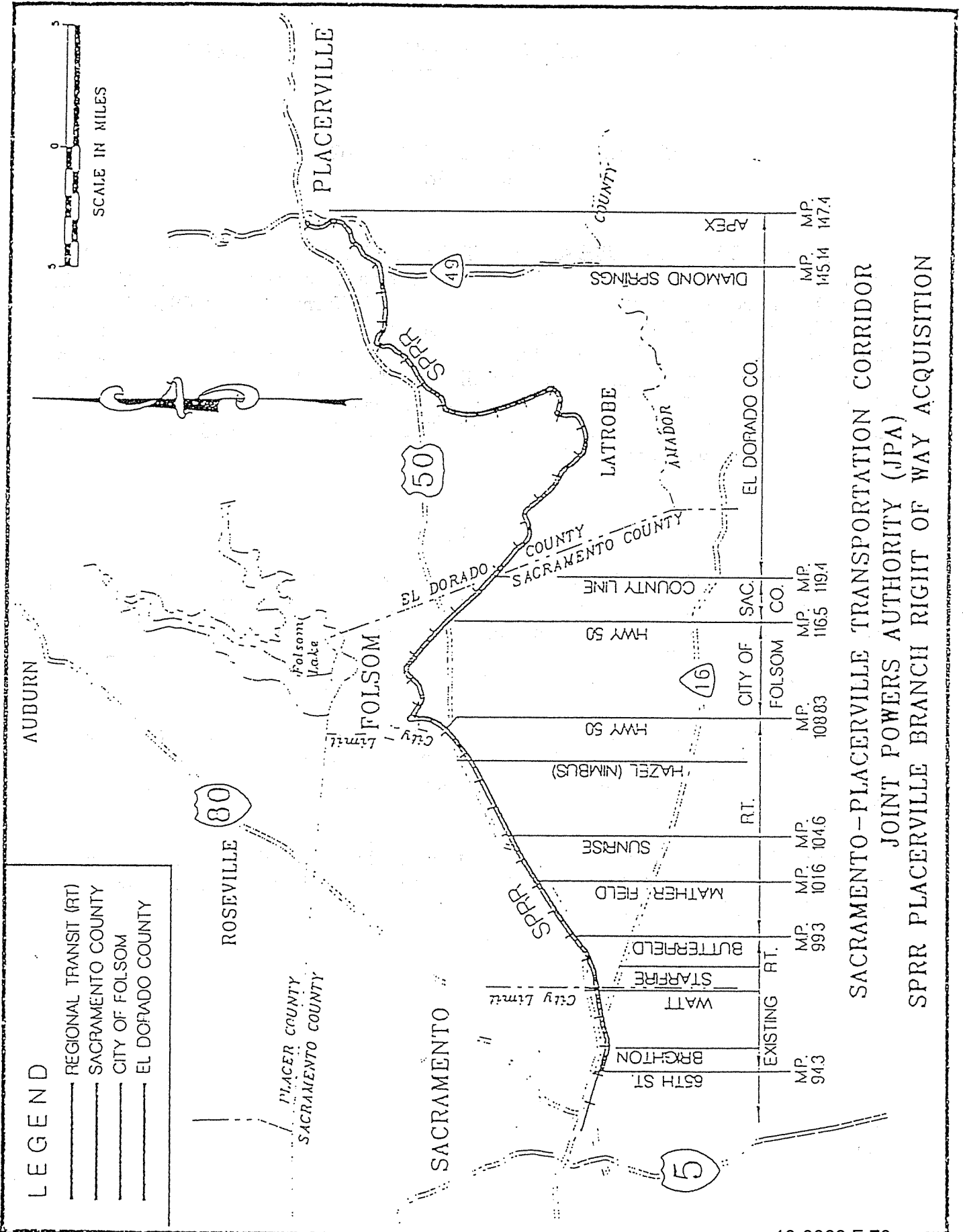
SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

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**

**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

RESOLUTION NO. 99-0660

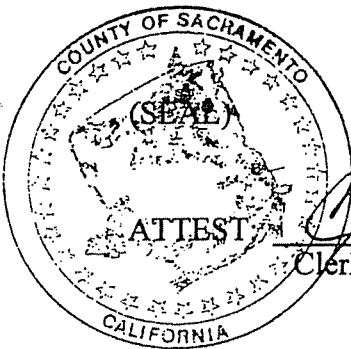
By Gworyne Dewlin
Deputy

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



Gworyne Dewlin
Clerk of the Board of Supervisors

FILED

MAY 25 1999

BOARD OF SUPERVISORS
BY Gworyne Dewlin
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 on

MAY 25 1999

By Gworyne Dewlin
Deputy Clerk, Board of Supervisors

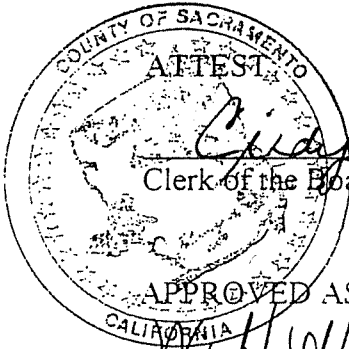
10-0068.F.74

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



Cindy 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
Muriel F. Johnson, Chairperson

By: Pilka Robinson
Pilka Robinson, General Manager

Approved as to legal form:

By: Mark Gilbert
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:

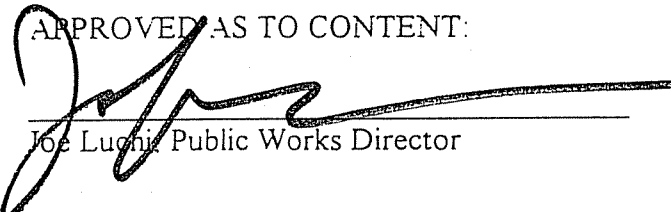
By: _____
Mark Gilbert, Chief Legal Counsel

**CITY OF FOLSOM,
a municipal corporation**



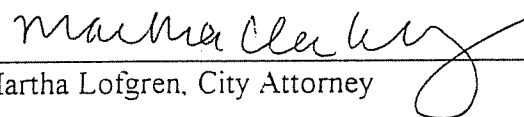
Mayor

APPROVED AS TO CONTENT:



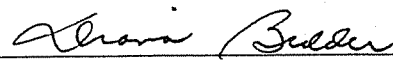
Joe Lucio, Public Works Director

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

75

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

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

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: *Marquet 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
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

**JOINT POWERS AGREEMENT FOR THE ACQUISITION AND PRESERVATION
OF THE SOUTHERN PACIFIC PLACERVILLE BRANCH
RAILROAD RIGHT OF WAY**

This Agreement is entered into as of October 8, 1991 by and between Sacramento Regional Transit District, a public corporation ("District"), County of Sacramento and County of El Dorado, political subdivisions of the State of California ("Counties"), and City of Folsom, a municipal corporation organized and existing under the laws of the State of California ("City").

RECITALS

1. District, Counties and City have the common powers to acquire real property and to preserve right of way for transportation and other lawful purposes.
2. District, Counties and City have determined that the public interest will be served by the joint exercise of these powers through this Agreement and the creation of a joint powers authority to acquire the Southern Pacific Transportation Company's Placerville Branch to preserve this right of way as a transportation corridor and for any other lawful purpose serving the agencies respective jurisdictions and spheres of influence.

AGREEMENT

3. Authority and Purpose

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with section 6500) (the "Law") relative to the joint exercise of powers common to District, Counties and City. The purpose of this Agreement is to provide for the acquisition of Southern Pacific Transportation Company's Placerville Branch ("Placerville Branch"), and to provide reciprocal use agreements for transportation and transportation preservation uses as may be desired by the agencies through the creation of a joint powers authority. The Placerville Branch and its approximate location, distance and width is depicted on Exhibit A attached to this Agreement and incorporated herein by this reference as if fully set forth herein.

4. Creation of Authority and Jurisdiction

There is hereby created the Sacramento-Placerville Transportation Corridor ("SPTC") Joint Powers Authority ("Authority") a public entity separate from District, Counties, and City, whose jurisdiction is as shown and depicted in Exhibit A.

5. Term and Termination

This Agreement shall be effective as of the date first stated above. It shall remain in effect until the purposes stated in paragraph 3 are fully accomplished unless sooner terminated in the manner specified in paragraph 12 or by the unanimous agreement of the respective governing bodies of the agencies in accordance with the Law.

6. Powers

The Authority shall have all powers necessary or reasonably convenient to carry out the purposes stated in paragraph 3, including but not limited to the following:

A. Administration:

- 1) to secure administrative office space and furnishings;
- 2) to contract for or employ administrative, technical, and support staff;
- 3) to lease acquire and dispose of materials, supplies, and insurance of all types to effect or facilitate achievement of the Authority's purpose;
- 4) to approve the annual budget;
- 5) all powers incidental to the above.

B. Placerville Branch Acquisition:

- 1) to retain an M.A.I. certified appraiser(s) to prepare an appraisal of the Placerville Branch in accordance with the laws of California pertaining to eminent domain;
- 2) to contract for or employ staff to conduct engineering studies and surveys; to prepare environmental reports pertaining to toxic and hazardous wastes and substances; and to prepare title reports and litigation guarantees;
- 3) to lease, acquire or dispose of real property by negotiation, dedication, or eminent domain;
- 4) to lease, acquire or dispose of materials, supplies, and insurance of all types to effect or facilitate the acquisition of the Placerville Branch;
- 5) all powers incidental to the foregoing.

C. Financing:

- 1) to accept, hold, invest (pursuant to section 6509.5 of the Law) manage, and expend monies for administrative purposes and for acquisition of the Placerville Branch;
- 2) to negotiate and enter into reimbursement agreements when monies to acquire one or more segments of the Placerville Branch are advanced;
- 3) to order formation of an assessment or special tax district;
- 4) to authorize the sale of bonds;
- 5) to make a financial commitment;
- 6) all powers incidental to the foregoing.

D. Reciprocal Use Agreements:

- 1) to negotiate and enter into reciprocal use agreements between the agencies related to one or more segments of the Placerville Branch;
- 2) all powers incidental to the foregoing.

7. **Duties**

The Authority shall have the duty to do the following within the times specified or, if no time is specified, within a reasonable time:

- A. to retain legal counsel for all Authority business, including litigation;
- B. to secure liability and errors and omission insurance if available at a reasonable cost as determined by the Governing Board;
- C. to develop a formula for cost allocation among the agencies for acquisition costs and related expenses that may be incurred to purchase the Placerville Branch;
- D. to determine the amount of start-up and ongoing funding required by the Authority;
- E. to approve, within three (3) months after retention of legal counsel, a memorandum of understanding between the Authority and each member agency addressing the following matters: 1) pursuant to California Government Code section 895.4, the extent to which and circumstances

under which a party to this Agreement is entitled to contribution or indemnification from the other parties to this agreement for any liability arising out of the performance of this Agreement, and 2) the methodology described in subparagraph C. above and the manner in which title to real and personal property will vest in the Authority, including provision for reversion of title to the Placerville Branch or segments of the Branch to a member agency upon termination of this Agreement or withdrawal of the member from the Authority as provided in paragraph 12.

8. Administration

A. Governing Board -- Membership.

The Authority shall be administered by a board of directors ("Board") consisting of five directors and five alternates. One director and one alternate shall be current members of the District Board of Directors; one director and one alternate shall be current members of the Counties' Board of Supervisors; and one director and alternate shall be current members of the City Council. Each director and each alternate shall be appointed by the Board of Directors, Board of Supervisors or City Council of which he or she is a member and shall serve at the pleasure of the appointing agency. Alternates shall serve as directors in the absence of the director representing the same jurisdiction as the alternate. The four directors so appointed shall appoint the fifth director and alternate, who shall be public members at large serving for a fixed term of such duration as is provided by the Board at the time of appointment.

B. Meetings.

- 1) Regular Meetings. The Board shall by resolution establish the number of regular meetings to be held each year and the date, hour, and location at which such regular meetings shall be held; provided, however, that the resolution shall provide for at least one (1) regular meeting quarterly.
- 2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of section 54956 of the California Government Code.
- 3) Conduct of Meetings. All meetings of the Board shall be held in accordance with Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with 54950) (California Open Meeting Law).

- 4) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the District, Counties and the City.
- 5) Quorum. Three (3) directors of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. Except as provided in paragraph 9, actions of the Board shall require the affirmative vote of four fifths of the Board.

C. Procedures.

- 1) The Board shall elect a Chair- from among its membership to preside at meetings and shall select a Secretary who may, but need not, be a member of the Board.
- 2) The Board may adopt by resolution rules of procedure not inconsistent with the provisions of this Agreement to govern the conduct of its meetings.
- 3) Members of the Board of Directors shall comply with Title 9 of the California Government Code (commencing with 81000) (Political Reform Act of 1974).

D. Fiscal Matters.

- 1) Treasurer and Auditor.
 - a) Except as provided in b) below, the treasurer and auditor of the County of Sacramento are designated the treasurer and auditor of the Authority with the powers, duties, and responsibilities specified in section 6505 and 6505.5 of the Law.
 - b) In lieu of the designations in a), above, the Board may appoint one or more of its employees to either or both of the positions of treasurer or auditor as provided in section 6505.6 of the Law. Such appointment shall supersede the designation made in a), above. The person(s) appointed by the Board under this paragraph shall have the powers, duties and responsibilities specified in sections 6505 and 6505.5 of the Law.

- 2) Custodian of Property. The treasurer and auditor of the Authority shall be the public officers who have charge of, handle, and have access to the Authority's property and shall file with the Authority an official bond in the amount fixed by the District, Counties and City.
- 3) Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times to the District, Counties and City and their respective representatives. The Authority, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the District, Counties and City. The accounts shall be prepared by an independent certified public accountant employed by the Authority.
- 4) Budgets. The Board shall adopt an operating budget no later than 90 calendar days after the effective date of this Agreement and no later than September 30 of each year thereafter.
- 5) Contributions. Within 90 days of the effective date of this Agreement the District, Counties and City shall contribute to the Authority start-up funds in the amounts determined by the Board. The Board may request additional amounts to be contributed in the future from the District, Counties and City which amounts shall be allocated proportionately among the District, Counties and City based on the methodology adopted pursuant to 7.C, above.

9. Voting

Notwithstanding paragraph 8.B.5), the following actions require five votes of the Board, with each director or alternate voting in accordance with the direction given by his or her appointing body:

- A. To order formation of an assessment or special tax district;
- B. To authorize the sale of bonds;
- C. To make a financial commitment with a term of more than one (1) year;
- D. To determine the amount of the initial contributions of start-up funds, and to adopt or to amend the method of allocating

contribution obligations under paragraph 8.D.5).

10. Disposition of Property and Funds

At such time as this Agreement is terminated and upon withdrawal of a party as provided in paragraph 12, title to real and personal property to which a member agency has a reversionary interest shall vest in that member agency to the full extent of the Authority's interest in such property. Any property interest remaining in the Authority following discharge of all obligations due by the Authority shall be disposed of and the proceeds or property shall be returned to the source from which funds or property were obtained.

11. Indemnification

The Authority shall acquire such insurance protection as is necessary to protect the interests of the Authority, the parties to this Agreement and the public. The Authority created by this Agreement shall assume the defense of and indemnify and save harmless each party to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority, or the activities undertaken pursuant to this Agreement.

12. Withdrawal

A. Notice: Any party may withdraw from this Agreement upon 90 calendar days' prior written notice to the other parties, in which event the Authority shall nevertheless continue to exist, but with membership adjusted to reflect such omission. If three or more of the parties to this Agreement withdraw, this Agreement shall terminate upon expiration of the 90-day notice given by the third party to withdraw from the Agreement.

B. Use of Reports: If a party withdraws from this Agreement, it may acquire by negotiation, eminent domain or otherwise any segment or portion of the Placerville Branch in the same manner had it not been a member of the Authority and in so doing, the withdrawing party may use any appraisal, engineering, environmental or other reports that were prepared for the Authority and for which the withdrawing party has contributed its aliquot share of costs as provided in the Memorandum of Understanding prepared pursuant to paragraph 7D.

13. Exercise of Powers.

The powers and duties described in this Agreement shall be exercised and carried out subject only to such restrictions

upon the manner of exercising such powers or carrying out such duties as are imposed upon the District in the exercise of similar powers or in carrying out similar duties as provided in section 6509 of the Law.

14. Debts and Liabilities.

The debts, liabilities and obligations of the Authority shall not constitute a debt, liability or responsibility of the District, Counties or the City, either jointly or individually.

15. Liberal Construction.

The provisions of the Agreement, and in particular the provisions of paragraphs 6, 7 and 8, shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

16. Severability.

Should any part, term, or provisions of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

17. Amendments.

This Agreement may be amended only by the unanimous agreement of the parties to this Agreement.

18. Successor and Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. No party may assign any right or obligation under this Agreement without the consent of the others.

IN WITNESSETH WHEREOF, the parties have entered into this Agreement as of the day and year first above appearing.

COUNTY OF EL DORADO

By: 

CHAIR, BOARD OF SUPERVISORS

JAMES R. SWEENEY

ATTEST:

10-8-91


DEPUTY CLERK, EL DORADO COUNTY

10-8-91

10-0068.F.88

COUNTY OF SACRAMENTO

By: *Tom Johnson*
Vice CHAIR, BOARD OF SUPERVISORS OCT 01 1991



Joseph A. Williams
CLERK COUNTY OF SACRAMENTO

CITY OF FOLSOM

By: *[Signature]*
MAYOR

ATTEST:

[Signature]
CITY CLERK, CITY OF FOLSOM

SACRAMENTO REGIONAL TRANSIT DISTRICT

By: *Grantton Johnson*
CHAIR, BOARD OF DIRECTORS

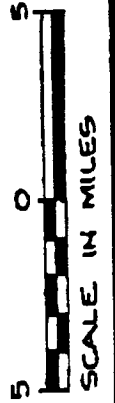
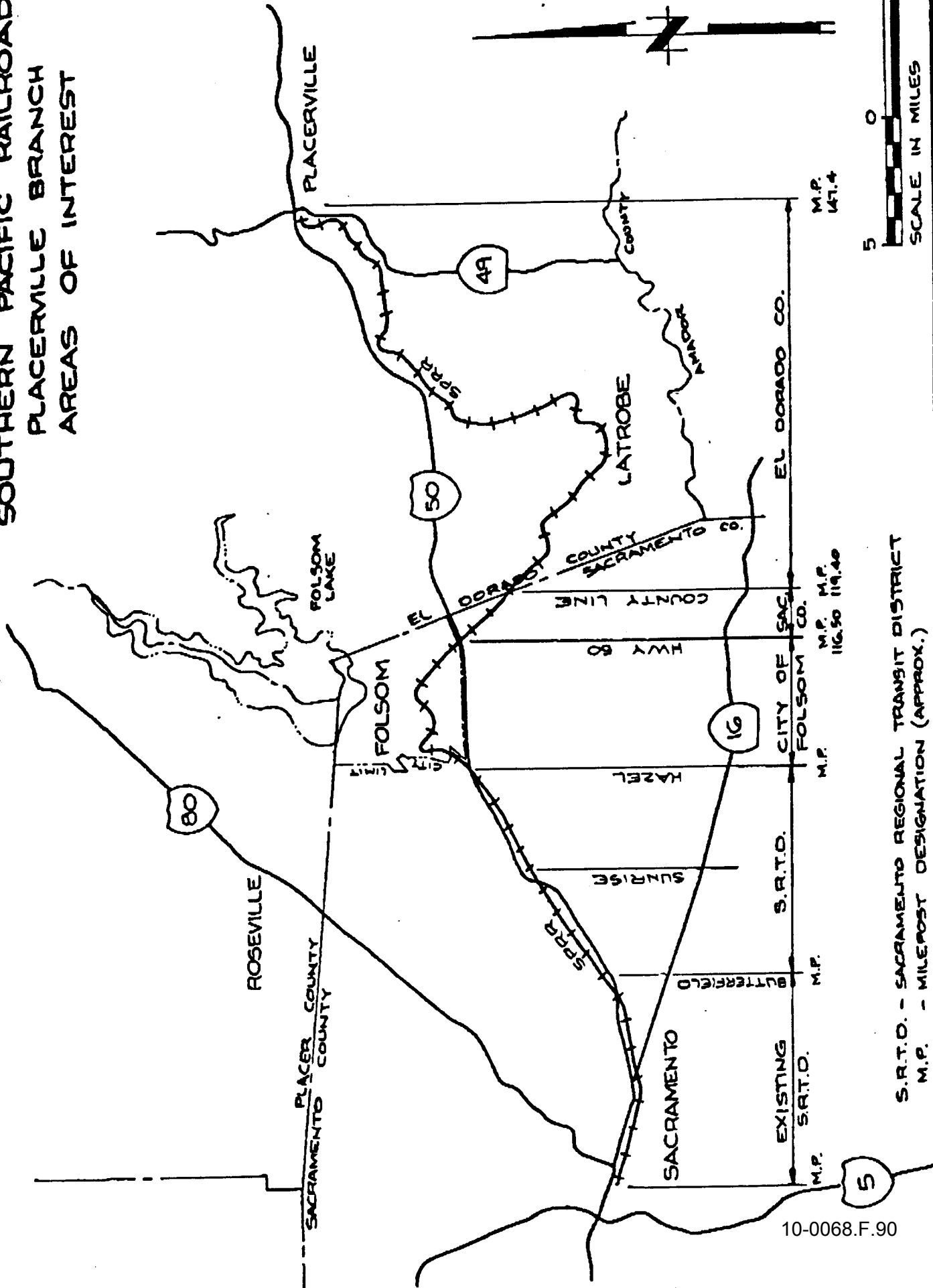
ATTEST:

Nancy R. Aberts
ASSISTANT SECRETARY,
BOARD OF DIRECTORS

#47

SOUTHERN PACIFIC RAILROAD PLACERVILLE BRANCH AREAS OF INTEREST

AUBURN



S.R.T.D. - SACRAMENTO REGIONAL TRANSIT DISTRICT
M.P. - MILEPOST DESIGNATION (APPROX.)

10-0068.F.90

**EL DORADO COUNTY
BOARD OF SUPERVISORS
AGENDA TRANSMITTAL**

AGENDA TITLE: JPA Agreement for Acquisition of Southern Pacific Railroad

DEPARTMENT: Transportation	DATE: 9/24/91	<u>CAO USE ONLY</u> D 9 27 91
CONTACT: Scott Chadd	PHONE: 5904	

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:
 On March 28, 1991, representatives of Sacramento County, Regional Transit, El Dorado County, City of Folsom, and Caltrans met to coordinate local agencies in the effort to acquire the Southern Pacific Railroad (SPRR) Placerville Branch from Brighton to the City of Placerville, inclusive. The goal of the meetings was to initiate a process through which commitments could be made to form a Joint Power Agency (JPA) to purchase, operate and manage the right of way.

The Department of Transportation recommends that the Board execute the attached resolution authorizing the Chairman to enter into a Joint Powers Agreement with Sacramento Regional Transit, County of Sacramento and the City of Folsom for the Acquisition and Preservation of the Southern Pacific Placerville Branch Railroad right of way.

CAO RECOMMENDATION:
 CAO CONCURS

Financial Impact? () Yes (x) No Funding Source: () Gen Fund () Other

BUDGET RECAP:

Total Estimated Cost \$ _____
 Amt. Budgeted \$ _____
 New Funding Required \$ _____
 New Revenue Avail. \$ _____
 Change In Net County Cost \$ _____

CAO Office Use Only:

4/5's Vote Req'd () Yes (x) No
 Change In Policy () Yes (x) No
 New Personnel () Yes (x) No

CONCURRENCES:

Risk Management 9/27/91
 County Counsel 9/27/91
 Other _____

BOARD ACTIONS: OCT - 8 1991

RESOLUTION NO. 330-91 ADOPTED AUTHORIZING CHAIRMAN TO SIGN, WITH THE CAVEAT THAT IT WOULD BE (INVOLVING THE AREA) UP TO THE WESTERLY (RIGHT OF WAY) BOUNDARY OF MISSOURI FLAT ROAD; AND FURTHER, BOARD APPOINTED MR. SWEENEY TO SERVE AS THE BOARD'S REPRESENTATIVE ON SAID BOARD, AND APPOINTED MR. GERWER AS ALTERNATE.

Vote: Unanimous _____ or _____

Ayes: SUPERVISORS SWEENEY, GERWER, DORR, CENTER
 UPTON

Noes: NONE

Abstentions: NONE

Absent: NONE

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.

Date: October 8, 1991

Attest: DIXIE L. FOOTE, Board of Supervisors Clerk

By: Margaret E. Moody
 Deputy Clerk



RESOLUTION NO. 330-91

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

**JOINT POWERS AGREEMENT WITH SACRAMENTO REGIONAL TRANSIT DISTRICT,
COUNTY OF EL DORADO AND THE CITY OF FOLSOM
FOR ACQUISITION AND PRESERVATION OF THE
SOUTHERN PACIFIC PLACERVILLE BRANCH RAILROAD RIGHT OF WAY**

BE IT RESOLVED AND ORDERED that the Chairman of the Board of the County of El Dorado, be and is authorized and directed to execute a Joint Powers Agreement with Sacramento Regional Transit District, the County of Sacramento, and the City of Folsom for the Acquisition and Preservation of the Southern Pacific Placerville Branch Railroad right of way and to do everything necessary to carry out the purpose and intent of this Resolution.

ON A MOTION by Supervisor J. SWEENEY, seconded by Supervisor V. GERWER, the foregoing resolution was passed and adopted by the BOARD OF SUPERVISORS of the County of El Dorado, State of California, this 8th day of October, 1991, by the following vote, to-wit:

AYES: DORR, GERWER, SWEENEY, CENTER, UPTON
NOES: NONE
ABSENT: NONE
ABSTAIN NONE

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 8th day of October 1991 by the following vote of said Board:
Ayes: Supervisors Robert E. Dorr, Vernon F. Gerwer, James R. Sweeney, William N. Center, John E. Upton

ATTEST
DIXIE L. FOOTE

Clerk of the Board of Supervisors

By Margaret E. Moody
Deputy Clerk

Noes: None
Absent: None

James R. Sweeney
Chairman, Board of Supervisors

I CERTIFY THAT:
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE

October 8, 1991

ATTEST: DIXIE L. FOOTE, Clerk of the Board of Supervisors of the County of El Dorado, State of California 10-0068.F.92

By Margaret E. Moody
Deputy Clerk

COUNTY OF SACRAMENTO
Inter-Department Correspondence

October 2, 1991

To : Doug Fraleigh, Director
Department of Public Works

From : *BW* Bev Williams, Clerk
Board of Supervisors

Subject: Item 47 10/1/91 Agenda
Resolution Authorizing Chairman to Enter into a Joint Power
Agreement with Sacramento Regional Transit District, County of
El Dorado and the City of Folsom, for the Acquisition and
Preservation of the Southern Pacific Placerville Branch Railroad
Right of Way

The Board of Supervisors, at a regular meeting held on
October 1, 1991, approved staff's recommendations by
Resolution No. 91-1576 and appointed Grantland Johnson as
a member of the governing board.

BAW/adj

#40

DOUGLAS M. FRALEIGH, Director
W. H. HARADA, Deputy Director
F. I. HODGKINS, Deputy Director
TERRY T. TICE, Deputy Director



COUNTY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

COUNTY ADMINISTRATION BUILDING • ROOM 304 • 827 SEVENTH STREET
SACRAMENTO, CALIFORNIA 95814 TELEPHONE: (916) 440-6581
FAX (916) 440-7100

September 24, 1991

Honorable Board of Supervisors
County of Sacramento
State of California

Members in Session: --

Subject: JOINT POWERS AGREEMENT WITH SACRAMENTO REGIONAL TRANSIT DISTRICT,
COUNTY OF EL DORADO AND THE CITY OF FOLSOM, FOR ACQUISITION AND
PRESERVATION OF THE SOUTHERN PACIFIC PLACERVILLE BRANCH
RAILROAD RIGHT OF WAY

RECOMMENDATION:

It is recommended that your Board execute the attached resolution authorizing the Chairman to enter into a Joint Powers Agreement with Sacramento Regional Transit District, County of El Dorado and the City of Folsom for the Acquisition and Preservation of the Southern Pacific Placerville Branch Railroad right of way.

DISCUSSION:

On March 28, 1991, representatives of Sacramento County, Regional Transit, El Dorado County, City of Folsom, and Caltrans met to coordinate local agencies in the effort to acquire the Southern Pacific Railroad (SPRR) Placerville Branch from Brighton to the City of Placerville, inclusive. The goal of the meetings was to initiate a process through which commitments could be made to form a Joint Power Agency (JPA) to purchase, operate and manage the right of way. The representatives were in agreement that it may be in the best interest of each agency to jointly acquire the right of way since negotiating power and acquisition cost could be substantially better than on a piecemeal basis.

The California Transportation Commission (CTC) has already approved \$2 million for the purchase of right of way in the Placerville area. It is anticipated that through a joint agency effort the CTC could be convinced to allocate an additional amount of the funding necessary to purchase the remaining corridor in conjunction with funding from the involved agencies. The Federal government and the Interstate Commerce Commission have statutes which assist in purchasing railroad corridors and "rail-banking" properties or preserved properties through the National Trails Act. SPRR has been acquired by Phil Anschutz, owner of Denver-based Rio Grande Railroad, who is motivated to divest unproductive properties from SPRR.

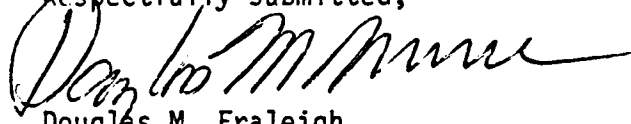
Honorable Board of Supervisors
September 24, 1991
Page 2

Caltrans has been authorized by the CTC to purchase right of way within the Placerville area under a "protection program" which sets aside property for future transportation use. In order to convince the CTC of the worthiness of this project, a clear statement of goals, objectives and benefits would be required. Already, most local jurisdiction General Plans and Zoning Codes recognize the existing SPRR rail corridor and intend for its protection and future use.

On May 14, 1991, your Board authorized the Director of Public Works to work with participating agencies for the purpose of drafting a Joint Powers Agency to negotiate the acquisition of the Placerville Branch of Southern Pacific Railroad, and presenting that Joint Powers Agreement to your Board. The attached JPA has been reviewed by County Counsel as to form. The key elements of the agreement are as follows:

1. The governing Board is composed of five directors, one appointed by each member agency and the fifth appointed by those four. Each has an alternate.
2. All actions of the Board require a four-fifths vote except a unanimous vote is required to:
 - a. form an assessment or special tax district,
 - b. sell bonds,
 - c. make a financial commitment in excess of one year, and
 - d. determine the initial budget and determine the method of allocating the member contribution allocations.
3. The JPA may enter into reciprocal use agreements with the member agencies. If so, the agreement would provide for appropriate indemnification.
4. The Sacramento County Auditor and Treasurer shall act as auditor and treasurer, respectively, for the JPA.
5. Each year the JPA shall establish its budget and allocate the same to the member agencies.
6. Any member agency may withdraw on 90 days written notice.

Respectfully submitted,


Douglas M. Fraleigh
Director of Public Works

DMF:mes
Attachment

10-0068.F.95

COUNTY OF SACRAMENTO

RESOLUTION NO. 91-1576

JOINT POWERS AGREEMENT WITH SACRAMENTO REGIONAL TRANSIT DISTRICT,
COUNTY OF EL DORADO AND THE CITY OF FOLSOM
FOR ACQUISITION AND PRESERVATION OF THE
SOUTHERN PACIFIC PLACERVILLE BRANCH RAILROAD RIGHT OF WAY

BE IT RESOLVED AND ORDERED that the Chairman of the Board of the County of Sacramento, be and is authorized and directed to execute a Joint Powers Agreement with Sacramento Regional Transit District, the County of El Dorado and the City of Folsom for the Acquisition and Preservation of the Southern Pacific Placerville Branch Railroad right of way and to do everything necessary to carry out the purpose and intent of this Resolution.

ON A MOTION by Supervisor G. JOHNSON, seconded by Supervisor T. JOHNSON, the foregoing resolution was passed and adopted by the BOARD OF SUPERVISORS of the County of Sacramento, State of California, this 1st day of October, 1991, by the following vote, to-wit:

- AYES: SUPERVISORS, G. Johnson, T. Johnson, Smoley, Streng
- NOES: SUPERVISORS, none
- ABSENT: SUPERVISORS, Collin
- ABSTAIN: SUPERVISORS, none

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 on

OCT 01 1991

By Ali Gurbol
Deputy Clerk, Board of Supervisors

Gene Collin
CHAIRMAN OF THE BOARD OF SUPERVISORS

FILED

OCT 01 1991

BOARD OF SUPERVISORS
Carol A. Williams
CLERK OF THE BOARD



ATTEST: Carol A. Williams
Clerk of the Board of Supervisors

The foregoing is a correct copy of a resolution adopted by the Board of Supervisors, Sacramento County, California

on October 1, 1991
Dated October 2, 1991
Clerk of said Board of Supervisors

By Ali Gurbol 90-9068.F.96
Deputy

FIRST AMENDMENT TO JOINT POWERS AGREEMENT FOR THE ACQUISITION
AND PRESERVATION OF THE SOUTHERN PACIFIC PLACERVILLE
BRANCH RAILROAD RIGHT OF WAY

50042

This First Amendment to the Joint Powers Agreement dated October 8, 1991, by and between the Sacramento Regional Transit District, therein referred to as "District," County of Sacramento and County of El Dorado, therein referred to as "Counties," and City of Folsom, therein referred to as "City," is entered into as of March 31, 1992.

RECITALS

Whereas, District, Counties and City desire to amend the Joint Powers Agreement for the Acquisition and Preservation of the Southern Pacific Placerville Branch Railroad Right of Way (hereinafter referred to as the "Joint Powers Agreement"); and

Whereas, District, Counties and City desire to add a non voting member to the Board of Directors and to revise the voting requirements for certain actions specified in paragraph 9 of the Joint Powers Agreement.

WITNESSETH:

NOW, THEREFORE, District, Counties, and City do mutually agree as follows:

Section 1: Paragraph 8 A. of the Joint Powers Agreement is hereby amended to read in its entirety as follows:

"8. Administration

A. Governing Board -- Membership.

"(1) Voting Members. The Authority shall be administered by a board of directors ("Board"), consisting of five directors and five alternates. One director and one alternate shall be current members of the District Board of Directors; one director and one alternate shall be current members of the Counties' Board of Supervisors; and one director and alternate shall be current members of the City Council. Each director and each alternate shall be appointed by the Board of Directors, Board of Supervisors or City Council of which he or she is a member and shall serve at the pleasure of the appointing agency. Alternates shall serve as directors in the absence of the director representing the same jurisdiction as the alternate. The four directors so appointed shall appoint the fifth director and alternate, who shall be public members at large serving for a fixed

term of such duration as is provided by the Board at the time of appointment. Each of the above directors is authorized to vote on any matter properly before the Board."

"(2) Non-Voting Member. In addition to the five (5) voting members enumerated in subparagraph (1) above, the District 3 Director of the California Department of Transportation shall serve as an ex officio and non-voting member of the Board."

Section 2: Paragraph 8. B. 5 of the Joint Powers Agreement is hereby amended to read in its entirety as follows:

"B. Meetings.

- 5) Quorum. Three (3) voting directors of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. Except as provided in paragraph 9, actions of the Board shall require the affirmative vote of four fifths of the Board."

Section 3: Paragraph 9 of the Joint Powers Agreement is hereby amended to read in its entirety as follows:

"9. Voting

Notwithstanding paragraph 8.B.5), all voting directors, other than the directors serving as public members at large, must approve the following actions, with each director or alternate voting in accordance with the direction given by his or her appointing body:

- A. To order formation of an assessment or special tax district;
- B. To authorize the sale of bonds;
- C. To make a financial commitment with a term of more than one (1) year;
- D. To determine the amount of the initial contributions of start-up funds, and to adopt or to amend the method of allocating contribution obligations under paragraph 8.D.5)."

Section 4: All remaining provisions of the Joint Powers Agreement shall remain the same and in full force and effect.

IN WITNESSETH WHEREOF, the parties have entered into this Agreement as of the day and year above provided.

COUNTY OF EL DORADO

By: Vernon F. Gerwer
CHAIR, BOARD OF SUPERVISORS

VERNON F. GERWER

3-31-92

ATTEST:

Margaret E. Moody
DEPUTY CLERK, EL DORADO COUNTY

3-31-92

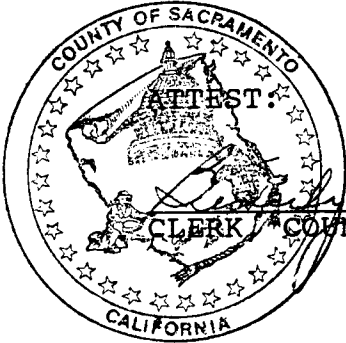
COUNTY OF SACRAMENTO

By: J. P. Johnson
CHAIR, BOARD OF SUPERVISORS

APR 14 1992

ATTEST:

Robert A. Williams
CLERK, COUNTY OF SACRAMENTO



CITY OF FOLSOM

By: George E. "Bud" Hannaford
MAYOR

ATTEST:

Deanna Bidder
CITY CLERK, CITY OF FOLSOM

SACRAMENTO REGIONAL TRANSIT DISTRICT

By: Ken Muelle
CHAIR, BOARD OF DIRECTORS

ATTEST:

Nancy R. Albers
ASSISTANT SECRETARY,
BOARD OF DIRECTORS

**SECOND AMENDMENT
TO
JOINT POWERS AGREEMENT
FOR THE ACQUISITION AND PRESERVATION OF
THE SOUTHERN PACIFIC PLACERVILLE BRANCH
RAILROAD RIGHT OF WAY**

THIS SECOND AMENDMENT TO JOINT POWERS AGREEMENT (the "Second Amendment") is made effective as of the 21st day of July, 1997, by and among SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation (the "District"), COUNTY OF SACRAMENTO and COUNTY OF EL DORADO, political subdivisions of the State of California (collectively, the "Counties"), and CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California (the "City").

Recitals

A. Effective October 8, 1991, the parties hereto entered into that certain Joint Powers Agreement For The Acquisition And Preservation Of The Southern Pacific Placerville Branch Railroad Right Of Way; said agreement was amended as of March 31, 1992 (as amended, the "Joint Powers Agreement").

B. The parties hereto desire to further amend the Joint Powers Agreement to change certain voting requirements for the Authority's Board of Directors.

Agreement

1. Unless otherwise defined herein, all initially capitalized terms shall have the meaning ascribed to them in the Joint Powers Agreement.

2. Paragraph 8.B.5) of the Joint Powers Agreement is hereby amended to read as follows:

"8. Administration

"B. Meetings.

"5) Quorum. Three (3) voting directors of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. Except as provided in paragraph 9, actions of the Board shall require the affirmative vote of:

- a) four (4) voting directors, if five (5) voting directors are present; or
- b) three (3) voting directors, if fewer than five (5) voting directors are present."

3. 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.

4. Except as expressly amended herein, all of the provisions of the Joint Powers Agreement shall remain in full force and effect.

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: Don Nottoli
Chairperson, Sacramento County Board of Supervisors



ATTEST:

Gregory H. Turner
Clerk of the Board of Supervisors

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 on

SEP 02 1997

By: Coate
Deputy Clerk, Board of Supervisors

APPROVED AS TO CONTENT:



Warren H. Harada, Administrator
Public Works Agency

APPROVED AS TO FORM:



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 FORM:

By: _____
Mark Gilbert, Chief Legal Counsel

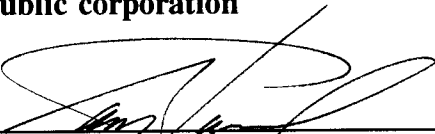
APPROVED AS TO CONTENT:

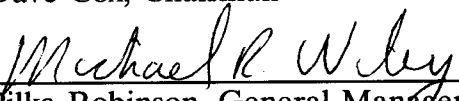
Warren H. Harada, Administrator
Public Works Agency

APPROVED AS TO FORM:

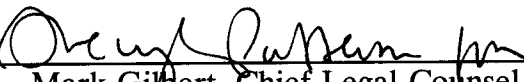
Ray C. Thompson
Deputy County Counsel

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

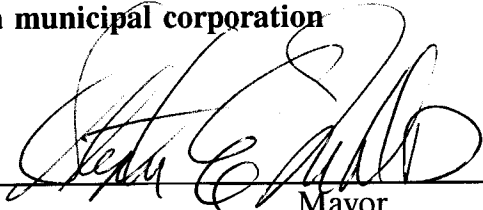
By: 
Dave Cox, Chairman

By:  For
Pilka Robinson, General Manager

APPROVED AS TO FORM:

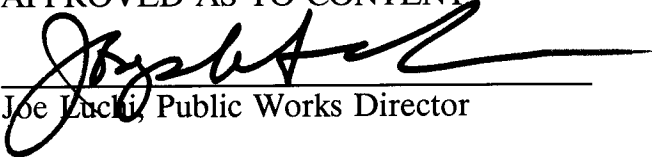
By: 
Mark Gilbert, Chief Legal Counsel

**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

**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**

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

ATTEST:


DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: Margaret E. Moody
Deputy Clerk

7/22/97

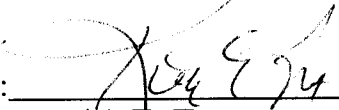
7/22/97

**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

**THIRD AMENDMENT
TO
JOINT POWERS AGREEMENT
FOR THE ACQUISITION AND PRESERVATION OF
THE SOUTHERN PACIFIC PLACERVILLE BRANCH
RAILROAD RIGHT OF WAY**

THIS THIRD AMENDMENT TO JOINT POWERS AGREEMENT (the "Third Amendment") is made effective as of the 1st day of October, 1999, by and among SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation (the "District"), COUNTY OF SACRAMENTO and COUNTY OF EL DORADO, political subdivisions of the State of California (collectively, the "Counties"), and CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California (the "City").

Recitals

A. Effective October 8, 1991, the parties hereto entered into that certain Joint Powers Agreement For The Acquisition And Preservation Of The Southern Pacific Placerville Branch Railroad Right Of Way; said agreement was twice amended on March 31, 1992, and on July 21, 1997 (as amended, the "Joint Powers Agreement").

B. The current fiscal year of the Authority (October 1 - September 30) does not match the fiscal years of the Authority's member agencies (July 1 - June 30). The parties hereto desire to further amend the Joint Powers Agreement to change the fiscal year of the Authority to July 1 - June 30.

Agreement

1. Unless otherwise defined herein, all initially capitalized terms shall have the meaning ascribed to them in the Joint Powers Agreement.

2. Paragraph 8.D.4) of the Joint Powers Agreement is hereby amended to read as follows:

"8. **Administration**

"D. Fiscal Matters.

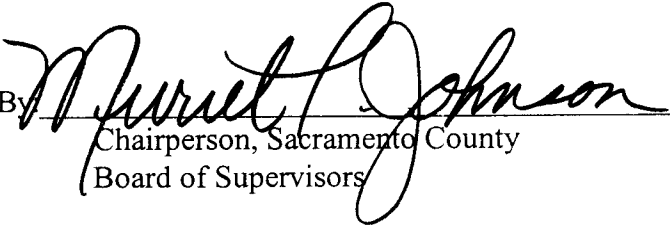
"4) Budgets. The fiscal year of the Authority shall be July 1 - June 30. The Board shall adopt an operating budget no later than June 30 of each year."

3. This Third 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 of the provisions of the Joint Powers Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment 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

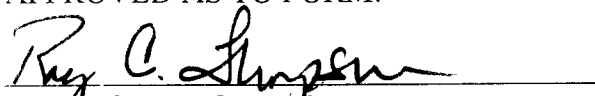
ATTEST:


Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:


Administrator, Public Works Agency

APPROVED AS TO FORM:


Deputy County Counsel

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

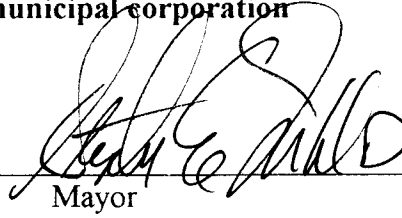
By: Maribel Johnson
Chair

By: Kilka Lohi
General Manager

APPROVED AS TO FORM:

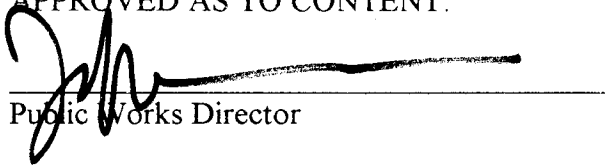
By: Oberly Patterson for
Chief Legal Counsel

CITY OF FOLSOM,
a municipal corporation



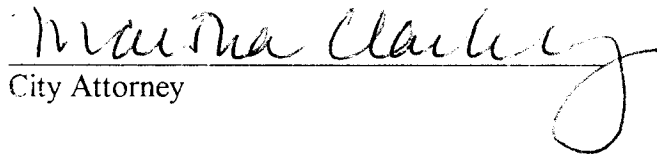
Mayor

APPROVED AS TO CONTENT:



Public Works Director

APPROVED AS TO FORM:



City Attorney

ATTEST:



City Clerk

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

By: *J. Mark Nielsen*
Chairman, Board of Supervisors
J. MARK NIELSEN 11-23-99

ATTEST:

Clerk of the Board of Supervisors

By: *Margaret E. Moody*
Deputy Clerk 11-23-99

SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

By: William J. Buckley
Chair

By: [Signature]
Chief Executive Officer

APPROVED AS TO LEGAL FORM:

By: [Signature]
Legal Counsel

The foregoing is a correct copy of a resolution adopted by the Board of Supervisors, Sacramento County, California

on November 23, 1999

Dated November 30, 1999

Clerk of said Board of Supervisors

By Lorraine Dewlene

Deputy

COUNTY OF SACRAMENTO
TRANSPORTATION DIVISION
RESOLUTION NO. 99-1513

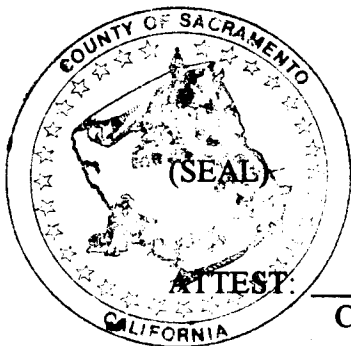
BE IT RESOLVED AND ORDERED that the Chair of the Board of Supervisors is hereby authorized and directed to approve the Third Amendment to the Reciprocal Use and Funding Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority ("AUTHORITY"), between the AUTHORITY and it's member entities, the Sacramento Regional Transit District, the County of Sacramento, the County of El Dorado, and the City of Folsom, by which the fiscal year of the AUTHORITY will change to July 1 – June 30, and to do and perform everything necessary to carry out the purpose of the Resolution.

ON A MOTION by Supervisor Collin, seconded by Supervisor Johnson, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 23rd day of November 1999, by the following vote, to-wit:

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

Muriel P. Johnson

Chair of the Board of Supervisors



Credy H. Turner
Clerk of the Board of Supervisors

FILED

NOV 23 1999

BOARD OF SUPERVISORS:
Credy H. Turner
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 on

NOV 23 1999

By Lorraine Dewlene
Deputy Clerk, Board of Supervisors

10-0068.F.113

RESOLUTION NO. 6106

A RESOLUTION AUTHORIZING MAYOR TO
EXECUTE THIRD AMENDMENT OF AGREEMENT WITH
SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY FOR
ACQUISITION AND PRESERVATION OF
SOUTHERN PACIFIC PLACERVILLE BRANCH RAILROAD RIGHT OF WAY

WHEREAS, in 1991, the City Council approved Folsom's participation in the formation of a Joint Powers Authority (JPA) for acquisition of right-of-way known as the Placerville Branch of the Southern Pacific Railroad; and,

WHEREAS, in September of 1996, the JPA was successful in acquiring the referenced right-of-way and continues to function in a fiduciary and approved authority role; and,

WHEREAS, on August 16, 1999, the JPA Board adopted an amendment to the Joint Powers Agreement to revise the JPA fiscal calendar year:

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Mayor to execute the Third Amendment to the Joint Powers Agreement with the Sacramento Placerville Transportation Corridor Joint Powers Authority.

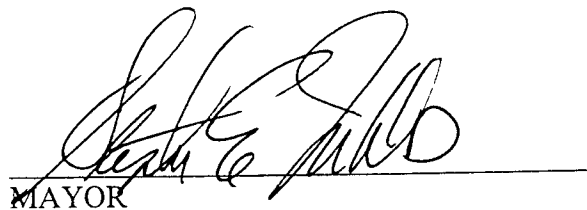
PASSED AND ADOPTED this 14th day of September, 1999 by the following roll-call vote:

AYES: Council Member(s) : Drew, Howell, Aceituno, Dow, Miklos


NOES: Council Member(s) : None

ABSENT: Council Member(s) : None

ABSTAIN: Council Member(s) : None


MAYOR

ATTEST:


CITY CLERK

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. Nutting
Chairman, Board of Supervisors
RAYMOND J. NUTTING

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 Segredell 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 ES 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 Robert Staderman 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.

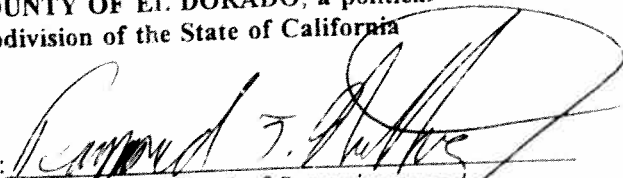
Sig. _____ (Seal)

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 L. NUTTING
10-22-96

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

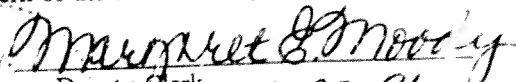
By: 
Deputy Clerk 10-22-96

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.

END DOCUMENT

BOOK 4834 PAGE 720

10-0068.F.123

045471

OFFICIAL RECORDS
EL DORADO COUNTY CALIF
RECORD REQUESTED BY:

RECORDING REQUESTED BY:

(REQUESTOR AS STATED)

AND WHEN RECORDED MAIL TO:

96 SEP -6 PM 1:24

Sacramento-Placerville Transportation Corridor
Joint Powers Authority
2811 "O" Street
Sacramento, CA 95812
Attention: John Segerdell, CEO

WILLIAM SCHULTZ
COUNTY RECORDER-CLERK

no fee

MAIL TAX STATEMENTS TO:

Sacramento-Placerville Transportation Corridor
Joint Powers Authority
2811 "O" Street
Sacramento, CA 95812
Attention: John Segerdell, CEO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument is exempt from Recording Fees
(Govt. Code §27383) and from Documentary
Transfer Taxes (R&T Code §11922).

GRANT DEED
(Placerville Branch Line)

El Dorado County, California

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation ("**Grantor**"), grants to SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("**Grantee**"), having its principal office at 2811 "O" Street, Sacramento, California 95812, (a) the land located in the County of El Dorado and the State of California, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "**Land**"); (b) all of Grantor's interest in the improvements on the Land (the "**Improvements**"); (c) all fixtures that Grantor owns and uses in the operation and maintenance of the Land and the Improvements; and (d) all appurtenances to the foregoing property (the Land, the Improvements, such fixtures and such appurtenances being referred to herein collectively as the "**Property**"), subject to the reservations set forth below, and subject to the Permitted Exceptions (as defined in the Sale Agreement dated as of September 2, 1996, by and between Grantor and Grantee (the "**Purchase Agreement**").

Grantor excepts from the Property hereby granted and reserves for itself and its successors and assigns, to the extent of Grantor's interests therein, the following:

I. Mineral Reservation. All oil, gas, sulfur, iron ore, coal, lignite, uranium, limestone, building stone, caliche, rock, shale, gravel, sand and other minerals (whether or not of like kind or character) in and under the Property below 500 feet from the surface without regard to the manner in which the same may be produced or extracted (the "**Mineral Reservation**"); provided, however, that Grantor shall waive the right to enter upon or through the surface of the Property down to 500 feet below the surface or to remove or impair any lateral or subjacent support in connection with its Mineral Reservation.

II. Fiber Optics Easement.

A. A perpetual, non-exclusive easement in, on, under, over and through the Property ten feet wide (the "**Fiber Optics Easement**"), located as set forth in this subsection II (the "**Fiber Optics Easement Property**"), only for fiber optics communication purposes similar to those described in that certain Master Fiber Optic Cable Agreement dated June 1, 1983, by and between Grantor and Southern Pacific Communications Company (as assigned to US Sprint Communications Company), as amended on March 17, 1988 and November 15, 1989 (as amended, the "**Sprint Agreement**"), including, without limitation, the use, enjoyment, maintenance, operation and access to the Fiber Optics Easement Property by Grantor and its easement holders, lessees, sublessees, licensees, agents, employees, contractors, successors and assigns. Grantor does further reserve, for itself and its successors and assigns, a perpetual limited right-of-way and right of access to the Fiber Optics Easement Property over and across the Property for purposes of the use, enjoyment, maintenance, operation and access to the Fiber Optics Easement Property, which limited right of access is subject to the customary notification, permit and emergency procedures of Grantee and its member entities.

B. Grantee acknowledges that the Fiber Optics Easement is a floating easement covering the entire Property until such time as Grantor and Grantee mutually and reasonably agree upon and record a sufficient legal description in accordance with the terms and provisions of the Sprint Agreement, provided, that this Fiber Optics Easement and the easement to be granted to US Sprint Communications Company shall share the same legal description.

C. Grantor shall not grant or sublet to third parties any rights in the Fiber Optics Easement Property without Grantee's prior written consent, which consent shall not be unreasonably withheld or delayed. Any such grant or sublet approved by Grantee shall be pursuant to an agreement substantially in the form of the Sprint Agreement and shall name Grantee and Grantee's member entities as third party beneficiaries. Furthermore, if Grantor independently exercises any rights under the Fiber Optics Easement, Grantor shall enter into an agreement with Grantee governing Grantor's use of the Fiber Optics Easement and the Fiber Optics Easement Property substantially in the form of the Sprint Agreement.

III. Mileposts 108 to 147.6: Railbanking: Option to Acquire Residual Freight Rail Service Right.

A. The portion of the Property between milepost 108 (near Nimbus) and milepost 147.6 (near Apex) (the "Railbanked Property") is conveyed to Grantee pursuant to effective orders of the Surface Transportation Board (the "STB") applying Section 8(d) of the National Trails System Act, 16 U.S.C. Section 1247(d). The Railbanked Property shall remain under the jurisdiction of the STB (or its successor agency) pursuant to applicable regulations of said agency for reactivation of freight rail service and for interim trail use. In the event Grantee shall apply to the STB (or its successor agency) to cease railbanking all or any portion of the Railbanked Property, Grantor shall not object to such application.

B. Grantor hereby grants to Grantee an option for a period of 60 years after the date of this Deed to acquire Grantor's residual right to reactivate freight rail service on all or any portion of the Railbanked Property. Such option (i) shall be exercisable upon 10 days prior written notice to Grantor after Grantee has obtained regulatory authority to acquire such residual right, and upon tender of \$10 as additional consideration, or (ii) may be waived by Grantee upon written notice to Grantor.

C. In the event Grantor reactivates freight rail service on any portion of the Railbanked Property, Grantor (i) shall reimburse Grantee for the amount Grantee has paid for the portion of the Railbanked Property in question, including all trail-related or rail-related improvements, or the current market value of the portion of the Railbanked Property in question, whichever is greater, and (ii) shall be solely responsible for the restoration of tracks, ties and other structures necessary for freight rail service.

IV. General Provisions. The following provisions are applicable to the Mineral Reservation and the Fiber Optics Easement (collectively, the "Easements"), except as expressly set forth herein and to the extent such provisions do not unreasonably interfere with Grantor's use of the Easements:

A. Grantee may use the portions of the Property encumbered by the Easements in any manner and for any purpose (excluding any purpose which is specifically prohibited or restricted) which does not unreasonably interfere with the use of the Easements.

B. Grantor shall obtain, or shall cause its easement holders, lessees, sublessees and licensees, as applicable, to obtain, all required governmental approvals, if any, to construct, reconstruct, maintain and use any improvements related to the Easements (collectively, the "Improvements").

C. Grantee shall have the right to post and maintain notices of nonresponsibility on the Fiber Optics Easement Property and/or the Property in locations that do not materially interfere with Grantor's construction of any of the improvements related to the Easements.

D. Prior to exercising any rights to construct or permit the construction of Improvements, Grantor shall obtain at its sole expense, or cause its licensees and contractors to obtain, as applicable, (i) a contractor's payment and performance bond in favor of Grantee, conditioned upon completion of the Improvements in accordance with plans and specifications approved by Grantee (which approval shall not be unreasonably withheld or delayed) and the provisions hereof, (ii) a policy or policies of worker's compensation insurance covering all persons employed in the construction of Improvements, and (iii) general liability insurance naming Grantee and Grantee's member agencies as additional insureds with respect to, and to the extent of, the exercise of such rights and upon such terms and in such amounts as are reasonable and customary. Notwithstanding anything to the contrary contained in this subsection IV.D, the requirement that Grantor obtain the contractor's payment and performance bond described above, shall not apply where the cost of the construction of Improvements is less than \$25,000 (exclusive of the cost of labor provided by Grantor's employees). Such bonds (if required) and insurance policies shall be issued by companies reasonably approved by Grantee. Grantee shall be furnished with each bond (if required) and a certificate of each policy to be provided by Grantor.

E. Grantee and Grantor each recognize that it may be necessary, desirable or required that street, water, sewer, drainage, gas, powerline and other easements, dedications and similar rights be granted or dedicated over or within portions of the Fiber Optics Easement Property. Grantor shall, upon request of Grantee and without charge therefor, join with Grantee in executing and delivering such easements, dedications and other documents as may be appropriate, necessary or required by governmental agencies, public utility companies or other parties desiring to cross the Fiber Optics Easement Property.

F. All notices required or desired to be given to either party hereto shall be deemed to be delivered, if delivered to the address and the parties specified below (i) on the date of delivery, if hand delivered, (ii) one day after mailing, if sent by overnight courier, or (iii) if sent by registered or certified mail, three days after the same is posted by registered or certified mail, postage prepaid, to the address of the applicable party set out below. Either party hereto may change such party's address for notice, but until written notice of such change of address is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice:

If intended for Grantor:

Asst. Vice President, Real Estate
Southern Pacific Transportation Company
One Market Plaza, Room 870
San Francisco, California 94105

with a copy to:

Jill K. Rood, Esq.
Holme Roberts & Owen LLP
1401 Pearl Street, Suite 400
Boulder, Colorado 80302

If intended for Grantee:

Sacramento-Placerville Transportation
Corridor JPA
2811 "O" Street
Sacramento, California 95812
Attn: John Segerdell, CEO

with a copy to:

Kirk E. Trost, Esq.
Hyde, Miller & Owen
428 J Street, Suite 400
Sacramento, California 95814

G. In the event that any litigation arises in connection with the Easements, it is specifically stipulated that the Easements shall be interpreted and construed according to the laws of the State of California.

H. No delay on the part of either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

I. This deed is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein.

J. The parties intend that the promises and obligations of the Easements shall constitute covenants running with the land so as to benefit their respective successors and assigns.

This Grant Deed is given pursuant to the Purchase Agreement and the representations, warranties and other provisions thereof are incorporated herein by this reference and shall survive the recordation hereof. Except as expressly set forth in the Purchase Agreement, Grantor makes no warranties, promises, understandings or representations, express or implied, relating to the Property

IN WITNESS WHEREOF, Grantor has executed this instrument as of September 5, 1996.

GRANTOR:

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation

ATTEST:

By: [Signature]
Name: T.F. O'Donnell
Title: SECRETARY

By: [Signature]
Name: Michael D. Orgerth
Title: VICE PRESIDENT

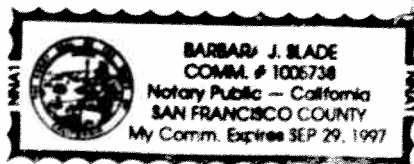
[SEAL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco)

On this 5th day of September, 1996, before me, Barbara J. Slade, a Notary Public in and for said State, personally appeared Michael D. Orgerth and T.F. O'Donnell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) 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.

(SEAL)



[Signature]
Signature of Notary

SACRAMENTO-PLACERVILLE TRANSPORTATION
CORRIDOR JOINT POWERS AUTHORITY

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in the real property conveyed by the Grant Deed dated September 5, 1996, from Southern Pacific Transportation Company, a Delaware corporation, to the Sacramento-Placerville Transportation Corridor Joint Powers Authority, a California joint powers authority, is hereby accepted by the undersigned officer of the Sacramento-Placerville Transportation Corridor Joint Powers Authority on behalf of the Sacramento-Placerville Transportation Corridor Joint Powers Authority on September 5, 1996, pursuant to authority conferred by the Board of Directors of the Sacramento-Placerville Transportation Corridor Joint Powers Authority on August 12, 1996, and the Grantee consents to the recordation thereof by the duly authorized officer.

Dated: September 5, 1996

SACRAMENTO-PLACERVILLE TRANSPORTATION
CORRIDOR JOINT POWERS AUTHORITY, a
California joint power authority

By: [Signature]
Name: John C. Sacramento
Title: C.G.O.

By: Robert G. Holderness
Name: Robert G. Holderness
Title: Chairman

EXHIBIT "A" TO GRANT DEED

Legal Description of the Land

[Please refer to the attached legal description consisting of 11 pages.]

Order No. 65655-EL

DESCRIPTION

All that certain real property situate in the County of El Dorado, State of California, described as follows:

PARCEL 1: (V-78-9-9):

A strip of land for Railroad purposes, 200 feet wide, lying equally on each side of the track of the Placerville and Sacramento Valley Railroad, or any branch Railroad now or hereafter constructed on the following described parcel of land:

The West one-half of Section 25, Township 9 North, Range 8 East, M.D.B. & M., as reserved and excepted in the deed dated January 19, 1887, executed by The Central Pacific Railroad Company, a corporation to Patrick Sullivan, recorded February 12, 1887 in Book T of Deeds at Page 425, El Dorado County Records.

EXCEPTING THEREFROM all that portion as described in the deed dated February 12, 1867 executed by Hiram E. Barton to The Placerville and Sacramento Valley Railroad Company, recorded July 8, 1916 in Book 85 of Deeds at Page 449, El Dorado County Records.

ALSO EXCEPTING THEREFROM that certain parcel of land as described in the deed dated September 17, 1958 executed by Southern Pacific Company, a corporation to Cecil Wetzel and Glenn Oviatt, a partnership, recorded October 15, 1958 in Book 446 of Official Records at page 598, El Dorado County Records.

PARCEL 2: (V-78-9-9 and V-78-10-1):

That certain parcel of land as described in the deed dated February 12, 1867 executed by Hiram E. Barton to the Placerville and Sacramento Valley Railroad Company, recorded July 8, 1916 in Book 85 of Deeds at Page 449, El Dorado County Records.

PARCEL 3: (Portion V-78-10-12):

A strip of land for Railroad purposes 100 feet wide, lying equally on each side of the track of the railroad of the Placerville and Sacramento Valley Railroad Company, or any branch railroad now or hereafter constructed on the following described parcel of land:

The West one-half of the Northwest one-quarter of Section 31, Township 9 North, Range 9 East, M.D.B. & M., as reserved and excepted in the deed dated May 22, 1873, executed by The Central Pacific Railroad Company, a California corporation, recorded May 26, 1873 in Book O of Deeds at Page 429, El Dorado County Records.
CONTINUED

EXCEPTING THEREFROM all that portion as described in the deed dated February 12, 1867, executed by Hiram E. Barton, to The Placerville and Sacramento Valley Railroad Company, recorded July 8, 1916 in Book 85 of Deeds at Page 449, El Dorado County Records.

PARCEL 4: (Portion of V-78-10-12):

A strip of land for Railroad purposes 200 feet wide, lying equally on each side of the track of the railroad of the Placerville and Sacramento Valley Railroad Company, or any branch railroad now or hereafter constructed on the following described parcel of land:

The East one-half of the Northwest one-quarter Section 31, Township 9 North, Range 9 East, M.D.B. & M., as reserved and excepted in the deed dated July 16, 1874, executed by The Central Pacific Railroad Company, a California corporation, recorded November 5, 1874 in Book Q of Deeds at Page 564, El Dorado County Records.

EXCEPTING THEREFROM all that portion as described in the deed dated February 12, 1867, executed by Hiram E. Barton, to The Placerville and Sacramento Valley Railroad Company, recorded July 8, 1916 in Book 85 of Deeds at Page 449, El Dorado County Records.

PARCEL 5: (V-78-10-2, V-78-10-3 and Portion of V-78-10-12):

A strip of land for Railroad purposes 200 feet wide, lying equally on each side of the track of the railroad of the Placerville and Sacramento Valley Railroad Company, or any branch railroad now or hereafter constructed on the following described parcel of land:

The West one-half of the Northeast one-quarter of Section 31, Township 9 North, Range 9 East, M.D.B. & M., as reserved and excepted in the deed executed by The Central Pacific Railroad Company, a California corporation, recorded May 21, 1874 in Book Q of Deeds at Page 561, El Dorado County Records.

EXCEPTING THEREFROM all that portion as described in the deed dated February 12, 1867, executed by Hiram E. Barton, to The Placerville and Sacramento Valley Railroad Company, recorded July 8, 1916 in Book 85 of Deeds at Page 449, El Dorado County Records.

PARCEL 6: (V-78-10-5 and Portion of V-78-10-12):

A strip of land for Railroad purposes 400 feet wide, lying equally on each side of the track of the railroad of the Placerville and Sacramento Valley Railroad Company, or any branch railroad now or hereafter constructed on the following described parcel of land:

The Northeast one-quarter of the Northeast one-quarter of Section 31, Township 9 North, Range 9 East, M.D.B. & M., as reserved and excepted in the deed dated August 10, 1870, executed by The Central Pacific Railroad Company, a California corporation, recorded November 20, 1873 in Book O of Deeds at Page 672, El Dorado County Records.

CONTINUED

BOOK 4764 PAGE 143

STEWART TITLE
10-0068 F 133
GUARANTY COMPANY

PARCEL 7: (V-78-10-7):

A strip of land for Railroad purposes 100 feet wide, lying equally on each side of the track of the railroad of the Placerville and Sacramento Valley Railroad Company, or any branch railroad now or hereafter constructed on the following described parcel of land:

The West one-half of the Southwest one-quarter of Section 29, Township 9 North, Range 9 East, M.D.B. & M., as reserved and excepted in the deed dated December 8, 1888, executed by The Central Pacific Railroad Company, a California corporation, recorded April 3, 1893 in Book 43 of Deeds at Page 293, El Dorado County Records.

PARCEL 8: (V-78-10-9):

That certain parcel of land as described in the deed dated December 4, 1888, executed by Mrs. Ellen Robinson to Northern Railway Company, a corporation recorded December 13, 1888 in Book 35 of Deeds at Page 550, El Dorado County Records.

PARCEL 9: (V-78-10-10 and V-78-11-2):

A strip of land for Railroad purposes 100 feet wide, lying equally on each side of the track of the railroad of the Placerville and Sacramento Valley Railroad Company, or any branch railroad now or hereafter constructed on the following described parcel of land:

All of Fractional Section 5, Township 8 North, Range 9 East, M.D.B. & M., and the West one-half of Section 9, Township 8 North, Range 9 East, M.D.B. & M., as reserved and excepted in the deed dated May 31, 1881, executed by The Central Pacific Railroad Company, a California corporation, recorded June 9, 1881 in Book Y of Deeds at Page 251, El Dorado County Records.

PARCEL 10: (V-78-11-4):

That certain parcel of land as described in the deed dated July 17, 1886, executed by George E. Williams, Superior Judge to Sacramento and Placerville Railroad Company, a corporation, recorded October 15, 1886 in Book 31 of Deeds at Page 583, El Dorado County Records.

PARCEL 11: (V-78-11-5 and 11; portion of V-78-11-3 and 4):

"A right of way for said Railroad Company" as set forth in the indenture dated November 17, 1865, executed by James H. Miller to Placerville and Sacramento Railroad Company, recorded January 18, 1892 in Book 41 of Deeds at Page 223, El Dorado County Records.

PARCEL 12: (V-78-11-7):

That certain parcel of land as described in the deed dated November 29, 1864, executed by E. S. Bryant to The Placerville and Sacramento Valley Railroad Company by deed recorded January 12, 1892 in Book 41 of Deeds at Page 206, El Dorado County Records.

CONTINUED

BOOK 4764 PAGE 144

STEWART TITLE
100068.F.134
GUARANTY COMPANY

PARCEL 13: (V-78-12-2):

That certain parcel of land as described in the deed dated May 30, 1865, executed by Thomas Hitchcock, to The Placerville and Sacramento Valley Railroad Company recorded May 16, 1916 in Book 85 of Deeds at Page 355, El Dorado County Records.

PARCEL 14: (V-78-12-4 and 5):

Those certain parcels of land lying within the Northwest one-quarter of Section 26, Township 9 North, Range 9 East, M.D.B. & M., as described in the deed dated January 24, 1905, executed by J.H. Bullard, to Southern Pacific Railroad Company, a corporation recorded March 6, 1905 in Book 65 of Deeds at Page 46, El Dorado County Records.

PARCEL 15: (V-78-12-6, 8, 11 and portion of 9 and V-78-13-01):

A strip of land for Railroad purposes 100 feet wide, lying equally on each side of the track of the railroad of the Placerville and Sacramento Valley Railroad Company, or any branch railroad now or hereafter constructed on the following described parcel of land:

The East one-half of the Southwest one-quarter and the Northwest one-quarter of Section 23, Township 9 North, Range 9 East, M.D.B. & M., as reserved and excepted in the deed dated October 7, 1881, executed by The Central Pacific Railroad Company, a California corporation, recorded August 7, 1884 in Book 29 of Deeds at Page 176, El Dorado County Records.

PARCEL 16: (V-78-12-7):

A strip of land for Railroad purposes 400 feet wide, lying equally on each side of the track of the railroad of the Placerville and Sacramento Valley Railroad Company, or any branch railroad now or hereafter constructed on the following described parcel of land:

The West one-half of the Southwest one-quarter of Section 25, Township 9 North, Range 9 East, M.D.B. & M., as reserved and excepted in the deed dated December 15, 1869, executed by The Central Pacific Railroad Company, a California corporation, recorded March 17, 1874 in Book Q of Deeds at Page 141, El Dorado County Records.

PARCEL 17: (V-78-12 portion of 9):

That certain parcel of land as described in the Indenture dated March 24, 1888, executed by William M. Palmer, et ux., to Sacramento and Placerville Railroad Company, a corporation recorded April 13, 1888 in Book 34 of Deeds at Page 517, El Dorado County Records.

EXCEPTING THEREFROM all that portion as reserved and excepted in the deed dated October 7, 1881, executed by The Central Pacific Railroad Company, a California corporation, recorded August 7, 1884 in Book 29 of Deeds at Page 176, El Dorado County Records.

CONTINUED

PARCEL 18: (V-78-12-10):

The right to convey the water from a spring as described in the Indenture dated March 16, 1888, executed by William M. Palmer, et ux., to Sacramento and Placerville Rail Road Company, a corporation recorded May 16, 1885 in Book 85 of Deeds at Page 351, El Dorado County Records.

PARCEL 19: (V-78-13-03):

That certain parcel of land lying within the West one-half of the Southeast one-quarter of Section 11, Township 9 North, Range 9 East, M.D.B. & M., as described in the deed dated January 24, 1904, executed by J.H. Bullard, to Southern Pacific Railroad Company, a corporation recorded March 6, 1905 in Book 65 of Deeds at Page 46, El Dorado County Records.

PARCEL 20. (Portion of V-78-13-05):

A strip of land for Railroad purposes 100 feet wide, lying equally on each side of the track of the railroad of the Placerville and Sacramento Valley Railroad Company, or any branch railroad now or hereafter constructed on the following described parcel of land:

The Southeast one-quarter of the Southeast one-quarter of Section 11, Township 9 North, Range 9 East, M.D.B. & M., as reserved and excepted in the deed dated February 19, 1873, executed by The Central Pacific Railroad Company, a California corporation, recorded September 29, 1873 in Book O of Deeds at Page 569, El Dorado County Records.

PARCEL 21: (Portion of V-78-13-05):

A strip of land for Railroad purposes 100 feet wide, lying equally on each side of the track of the railroad of the Placerville and Sacramento Valley Railroad Company, or any branch railroad now or hereafter constructed on the following described parcel of land:

The Northeast one-quarter of the Southeast one-quarter of Section 11, Township 9 North, Range 9 East, M.D.B. & M., as reserved and excepted in the deed dated October 13, 1879, executed by The Central Pacific Railroad Company, a California corporation, recorded January 23, 1880 in Book W of Deeds at Page 374, El Dorado County Records.

PARCEL 22: (V-78-13-04):

That certain parcel of land lying within the West one-half of the Southwest one-quarter of Section 12, Township 9 North, Range 9 East, M.D.B. & M., as described in the deed dated January 24, 1905, executed by J.H. Bullard, to Southern Pacific Railroad Company, a corporation recorded March 6, 1905 in Book 65 of Deeds at Page 46, El Dorado County Records.

CONTINUED

PARCEL 23: (V-78-14-2):

A strip of land for Railroad purposes 100 feet wide, lying equally on each side of the track of the railroad of the Placerville and Sacramento Valley Railroad Company, or any branch railroad now or hereafter constructed on the following described parcel of land:

The West one-half of the Southeast one-quarter of the Southeast one-quarter of Section 1, Township 9 North, Range 9 East, M.D.B. & M., as reserved and excepted in the deed dated August 1, 1890, executed by The Central Pacific Railroad Company, a California corporation, recorded February 13, 1913 in Book 80 of Deeds at Page 334, El Dorado County Records.

PARCEL 24: (V-78-14-3 and 5):

A strip of land for Railroad purposes 100 feet wide, lying equally on each side of the track of the railroad of the Placerville and Sacramento Valley Railroad Company, or any branch railroad now or hereafter constructed on the following described parcel of land:

The Southeast one-quarter of the Northeast one-quarter; the East one-half of the Northeast one-quarter of the Southeast one-quarter and the Southwest one-quarter of the Northeast one-quarter of the Southeast one-quarter of Section 1, Township 9 North, Range 9 East, M.D.B. & M., as reserved and excepted in the deed dated January 14, 1884, executed by The Central Pacific Railroad Company, a California corporation, recorded March 25, 1884 in Book 28 of Deeds at Page 494, El Dorado County Records.

PARCEL 25: (V-78-14-04):

That certain parcel of land as described in the deed dated November 8, 1865, executed by William Rush, et ux., to The Placerville and Sacramento Valley Railroad Company recorded May 16, 1916 in Book 85 of Deeds at Page 353, El Dorado County Records.

PARCEL 26: (V-78-14-8):

That certain parcel of land as described in the deed dated April 26, 1887, executed by Anna Meyer, to A. Mierson, et al., recorded October 27, 1887 in Book 33 of Deeds at Page 598, El Dorado County Records.

PARCEL 27: (V-78-14-9, Portion of V-78-14-10 and Portion of V-78-15-4):

That certain parcel of land as described in the deed dated September 2, 1887, executed by John McDonald, to A. Mierson, et al., recorded September 9, 1887 in Book 33 of Deeds at Page 358, El Dorado County Records.

CONTINUED

PARCEL 28: (Portion of V-78-14-10 and Portion of V-78-15-4):

That certain parcel of land as described in the deed dated April 26, 1887, executed by Albert Freeman, to A. Mierson, et al., recorded October 27, 1887 in Book 33 of Deeds at Page 605, El Dorado County Records.

PARCEL 29: (V-78-14-11):

That certain parcel of land as described in the deed dated April 26, 1887, executed by George W. Wade, to A. Mierson, et al., recorded October 27, 1887 in Book 33 of Deeds at Page 600, El Dorado County Records.

PARCEL 30: (V-78-14-12):

That certain parcel of land as described in the deed dated April 9, 1888, executed by Martin Thomas, et al., to A. Mierson, et al., recorded April 20, 1888 in Book 34 of Deeds at Page 545, El Dorado County Records.

PARCEL 31: (V-78-14-13 and 14):

That certain parcel of land as described in the deed dated July 8, 1908, executed by Mary L. Pelton, et vir., to Southern Pacific Company recorded July 29, 1908 in Book 70 of Deeds at Page 98, El Dorado County Records.

PARCEL 32: (V-78-14-15 & 16 and V-78-15-1 & 2):

That certain parcel of land as described in the deed dated July 10, 1908, executed by Charles T. Foster, et ux., to Southern Pacific Company recorded July 29, 1908 in Book 70 of Deeds at Page 100, El Dorado County Records.

PARCEL 33: (V-78-14-17 and V-78-15-3):

That certain parcel of land as described in the deed dated July 13, 1908, executed by Mary A. Davidson, et al., to Southern Pacific Company, a corporation recorded July 29, 1908 in Book 70 of Deeds at Page 92, El Dorado County Records.

PARCEL 34: (Portion of V-78-15-4):

That certain parcel of land as described in the deed dated April 27, 1887, executed by Robert L. Simpson, to A. Mierson, et al., recorded October 27, 1887 in Book 33 of Deeds at Page 607, El Dorado County Records.

PARCEL 35: (V-78-15-5):

That certain parcel of land as described in the deed dated April 29, 1887, executed by Winfield S. Crane, to A. Mierson, et al., recorded October 28, 1887 in Book 33 of Deeds at Page 612, El Dorado County Records.

CONTINUED

PARCEL 36: (V-78-15-6 & 16):

That certain parcel of land as described in the deed dated April 27, 1887, executed by William H. Carpenter, to A. Mierson, et al., recorded October 27, 1887 in Book 33 of Deeds at Page 609, El Dorado County Records.

PARCEL 37: (Portion of V-78-15-7):

That certain parcel of land as described in the deed dated November 15, 1887, executed by Mary Ann Glenn, to A. Mierson, et al., recorded November 18, 1887 in Book 34 of Deeds at Page 102, El Dorado County Records.

PARCEL 38: (Portion of V-78-15-7):

That certain parcel of land as described in the deed dated April 27, 1887, executed by William H. White, to A. Mierson, et al., recorded October 28, 1887 in Book 33 of Deeds at Page 614, El Dorado County Records.

PARCEL 39: (Portion of V-78-15-7):

That certain parcel of land as described in the deed dated April 27, 1887, executed by Thomas L. Gafney, to A. Mierson, et al recorded October 28, 1887 in Book 33 of Deeds at Page 616, El Dorado County Records.

PARCEL 40: (Portion of V-78-15-7):

That certain parcel of land as described in the deed dated April 27, 1887, executed by Alexander Kelly, to A. Mierson, et al., recorded September 8, 1887 in Book 33 of Deeds at Page 360, El Dorado County Records.

PARCEL 41: (Portion of V-78-15-8):

That certain parcel of land as described in the deed dated April 27, 1887, executed by William F. Cotton, to A. Mierson, et al., recorded October 28, 1887 in Book 33 of Deeds at Page 618, El Dorado County Records.

PARCEL 42: (Portion of V-78-15-8):

That certain parcel of land as described in the deed dated April 28, 1887, executed by Peter Overwater, et ux., to A. Mierson, et al., recorded October 28, 1887 in Book 33 of Deeds at Page 621, El Dorado County Records.

PARCEL 43: (Portion of V-78-15-9):

That certain parcel of land as described in the deed dated April 28, 1887, executed by Earl E. Norton, to A. Mierson, et al., recorded October 28, 1887 in Book 33 of Deeds at Page 626, El Dorado County Records.

CONTINUED

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STEWART TITLE
GUARANTY 10-0068.F.139

PARCEL 44: (Portion of V-78-15-9):

That certain parcel of land as described in the deed dated April 29, 1887, executed by Joseph Gardner, et al., to A. Mierson, et al., recorded October 25, 1887 in Book 33 of Deeds at Page 582, El Dorado County Records.

PARCEL 45: (Portion of V-78-15-9):

That certain parcel of land as described in the deed dated April 28, 1887, executed by James Askew, to A. Mierson, et al., recorded October 28, 1887 in Book 33 of Deeds at Page 623, El Dorado County Records.

PARCEL 46: (V-78-15-10 and Portion of V-78-15-9):

That certain parcel of land as described in the deed dated May 2, 1887, executed by George G. Blanchard, to A. Mierson, et al., recorded November 5, 1887 in Book 34 of Deeds at Page 34, El Dorado County Records.

PARCEL 47: (V-78-15-11 and Portion of V-78-15-9):

That certain parcel of land as described in the deed dated April 29, 1887, executed by Bernard Berns, to A. Mierson, et al., recorded September 2, 1887 in Book 33 of Deeds at Page 355, El Dorado County Records.

PARCEL 48: (V-78-15-12 and V-78-16-1):

That certain parcel of land as described in the deed dated May 2, 1889, executed by George W. Hufft, et al., to A. Mierson, et al., recorded December 21, 1893 in Book 44 of Deeds at Page 304, El Dorado County Records.

PARCEL 49: (V-78-15-13 and Portion of V-78-15-14):

That certain parcel of land as described in the Indenture dated February 29, 1888, executed by Joseph Gardiner, et al., to The Shingle Springs and Placerville Railroad Company, a corporation recorded March 19, 1889 in Book 36 of Deeds at Page 241, El Dorado County Records.

PARCEL 50: (Portion of V-78-15-14):

That certain parcel of land as described in the Indenture dated February 20, 1888, executed by Bernard Berns, to The Shingle Springs and Placerville Railroad Company, a corporation recorded March 19, 1889 in Book 36 of Deeds at Page 244, El Dorado County Records.

PARCEL 51: (V-78-15-15):

That certain parcel of land as described in the deed dated April 12, 1890, executed by The El Dorado School District, to The Northern Railway Company, a corporation recorded September 13, 1890 in Book 38 of Deeds at Page 607, El Dorado County Records.

CONTINUED

PARCEL 52: (V-78-16-2):

That certain parcel of land as described in the deed dated May 2, 1887, executed by Frank Goyan, to A. Mierson, et al., recorded October 29, 1887 in Book 33 of Deeds at Page 630, El Dorado County Records.

PARCEL 53: (V-78-16-4):

That certain parcel of land as described in the deed dated May 2, 1887, executed by Charles A. Swisler, et ux., to A. Mierson, et al., recorded October 29, 1887 in Book 33 of Deeds at Page 633, El Dorado County Records.

PARCEL 54: (V-78-16-6, 7 and 8):

Those certain parcels of land as described in the deed dated February 14, 1888 executed by Smith Morrill and Abigail F. Morrill, his wife, to A. Mierson, et al., recorded April 20, 1888 in Book 34 of Deeds at Page 541, El Dorado County Records.

PARCEL 55: (V-78-16-9):

That certain parcel of land as described in the deed dated May 2, 1887, executed by Bernhard Sattler to A. Mierson, et al., recorded October 31, 1887 in Book 34 of Deeds at Page 3, El Dorado County Records.

PARCEL 56: (V-78-16-10):

(Note: V-78-16-10 description included in Parcels 56 and 58)

That certain parcel of land as described in the deed dated May 2, 1887, executed by Mary Jane Hickey to A. Mierson, et al., recorded October 29, 1887 in Book 34 of Deeds at Page 1, El Dorado County Records.

PARCEL 57: (V-78-16-11):

That certain parcel of land as described in the deed dated February 15, 1888, executed by Mary J. Hickey to A. Mierson, et al., recorded April 20, 1888 in Book 34 of Deeds at Page 543, El Dorado County Records.

PARCEL 58: (V-78-16-10 & 13):

(Note: V-78-16-10 description included in Parcels 56 and 58)

That certain parcel of land as described in the deed dated May 2, 1887, executed by William A. Kramp and Philip Kramp to A. Mierson, et al., recorded October 29, 1887 in Book 33 of Deeds at Page 635, El Dorado County Records.

PARCEL 59: (V-78-16-15):

That certain parcel of land as described in the deed dated October 27, 1887, executed by Carl J. Hermann to A. Mierson, et al., recorded October 31, 1887 in Book 34 of Deeds at Page 7, El Dorado County Records.

CONTINUED

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STEWART TITLE
GUARANTY COMPANY
10-0068.F.141

PARCEL 60: (V-78-16-16):

That certain parcel of land as described in the deed dated September 2, 1893, executed by J.C. Marsh to the Northern Railway Company, a corporation, recorded December 21, 1893 in Book 44 of Deeds at Page 303, El Dorado County Records.

PARCEL 61: (V-78-16-17 & 18):

That certain parcel of land described in the deed dated May 20, 1887, executed by Gottlieb Poehler to A. Mierson, et al., recorded November 2, 1887 in Book 34 of Deeds at Page 14, El Dorado County Records, reserved and excepted in the deed dated July 21, 1891, executed by The Central Pacific Railroad Company, a corporation, recorded October 6, 1891 in Book 40 of Deeds at Page 567, El Dorado County Records.

PARCEL 62: (V-78-16-19):

That portion of that certain parcel of land as described in the deed dated February 11, 1888, executed by Gottlieb Poehler to A. Mierson, H.S. Morey and James Blair, recorded April 19, 1888 in Book 34 of Deeds at Page 539, El Dorado County Records, which lies within the West one-half of the Southeast one-quarter of Section 13, Township 10 North, Range 10 East, M.D.B. & M.

PARCEL 63: (V-78-16 Portion 20):

That certain parcel of land as described in the deed dated May 21, 1887, executed by William F. Krahnner and Elizabeth Krahnner, his wife, to A. Mierson, James Blair and H.S. Morey, recorded November 2, 1887 in Book 34 of Deeds at Page 18, El Dorado County Records.

EXCEPTING THEREFROM that portion lying Northeasterly of the Northeasterly line of Forni Road, as per Quitclaim Deed recorded November 24, 1993 in Book 4157 of Official Records at Page 519, El Dorado County Records

+ + + +

END DOCUMENT

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STEWART TITLE
GUARANTY COMPANY

10-0068 E 142

045472

OFFICIAL RECORDS
EL DORADO COUNTY CALIF
RECORD REQUESTED BY:

(REQUESTOR AS STATED)

96 SEP -6 PM 1:24

WILLIAM "BILL" SCHULTZ
COUNTY RECORDER-CLERK

No fee

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Sacramento-Placerville Transportation Corridor
Joint Powers Authority
2811 "O" Street
Sacramento, CA 95812
Attention: John Segerdell, CEO

MAIL TAX STATEMENTS TO:

Sacramento-Placerville Transportation Corridor
Joint Powers Authority
2811 "O" Street
Sacramento, CA 95812
Attention: John Segerdell, CEO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument is exempt from Recording Fees
(Govt. Code §27383) and from Documentary
Transfer Taxes (R&T Code §11922).

QUITCLAIM DEED
(Placerville Branch Line)

El Dorado County, California

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation ("**Grantor**"), releases and quitclaims to SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("**Grantee**"), having its principal office at 2811 "O" Street, Sacramento, California 95812, (a) the land located in the County of El Dorado and the State of California, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "**Land**"); (b) all of Grantor's interest in the improvements on the Land (the "**Improvements**"); (c) all fixtures that Grantor owns and uses in the operation and maintenance of the Land and the Improvements; and (d) all appurtenances to the foregoing property (the Land, the Improvements, such fixtures and such appurtenances being referred to herein collectively as "**Property**"), subject to the reservations set forth below.

Grantor excepts from the Property hereby quitclaimed and reserves for itself and its successors and assigns, to the extent of Grantor's interests therein, the following:

I. Mineral Reservation. All oil, gas, sulfur, iron ore, coal, lignite, uranium, limestone, building stone, caliche, rock, shale, gravel, sand and other minerals (whether or not of like kind or character) in and under the Property below 500 feet from the surface without regard to the manner in which the same may be produced or extracted (the "**Mineral Reservation**"); provided, however, that Grantor shall waive the right to enter upon or through the surface of the Property down to 500 feet below the surface or to remove or impair any lateral or subjacent support in connection with its Mineral Reservation.

II. Fiber Optics Easement.

A. A perpetual, non-exclusive easement in, on, under, over and through the Property ten feet wide (the "**Fiber Optics Easement**"), located as set forth in this subsection II (the "**Fiber Optics Easement Property**"), only for fiber optics communication purposes similar to those described in that certain Master Fiber Optic Cable Agreement dated June 1, 1983, by and between Grantor and Southern Pacific Communications Company (as assigned to US Sprint Communications Company), as amended on March 17, 1988 and November 15, 1989 (as amended, the "**Sprint Agreement**"), including, without limitation, the use, enjoyment, maintenance, operation and access to the Fiber Optics Easement Property by Grantor and its easement holders, lessees, sublessees, licensees, agents, employees, contractors, successors and assigns. Grantor does further reserve, for itself and its successors and assigns, a perpetual limited right-of-way and right of access to the Fiber Optics Easement Property over and across the Property for purposes of the use, enjoyment, maintenance, operation and access to the Fiber Optics Easement Property, which limited right of access is subject to the customary notification, permit and emergency procedures of Grantee and its member entities.

B. Grantee acknowledges that the Fiber Optics Easement is a floating easement covering the entire Property until such time as Grantor and Grantee mutually and reasonably agree upon and record a sufficient legal description in accordance with the terms and provisions of the Sprint Agreement, provided, that this Fiber Optics Easement and the easement to be granted to US Sprint Communications Company shall share the same legal description.

C. Grantor shall not grant or sublet to third parties any rights in the Fiber Optics Easement Property without Grantee's prior written consent, which consent shall not be unreasonably withheld or delayed. Any such grant or sublet approved by Grantee shall be pursuant to an agreement substantially in the form of the Sprint Agreement and shall name Grantee and Grantee's member entities as third party beneficiaries. Furthermore, if Grantor independently exercises any rights under the Fiber Optics Easement, Grantor shall enter into an agreement with Grantee governing Grantor's use of the Fiber Optics Easement and the Fiber Optics Easement Property substantially in the form of the Sprint Agreement.

III. Mileposts 108 to 147.6: Railbanking: Option to Acquire Residual Freight Rail Service Right.

A. The portion of the Property between milepost 108 (near Nimbus) and milepost 147.6 (near Apex) (the "Railbanked Property") is conveyed to Grantee pursuant to effective orders of the Surface Transportation Board (the "STB") applying Section 8(d) of the National Trails System Act, 16 U.S.C. Section 1247(d). The Railbanked Property shall remain under the jurisdiction of the STB (or its successor agency) pursuant to applicable regulations of said agency for reactivation of freight rail service and for interim trail use. In the event Grantee shall apply to the STB (or its successor agency) to cease railbanking all or any portion of the Railbanked Property, Grantor shall not object to such application.

B. Grantor hereby grants to Grantee an option for a period of 60 years after the date of this Deed to acquire Grantor's residual right to reactivate freight rail service on all or any portion of the Railbanked Property. Such option (i) shall be exercisable upon 10 days prior written notice to Grantor after Grantee has obtained regulatory authority to acquire such residual right, and upon tender of \$10 as additional consideration, or (ii) may be waived by Grantee upon written notice to Grantor.

C. In the event Grantor reactivates freight rail service on any portion of the Railbanked Property, Grantor (i) shall reimburse Grantee for the amount Grantee has paid for the portion of the Railbanked Property in question, including all trail-related or rail-related improvements, or the current market value of the portion of the Railbanked Property in question, whichever is greater, and (ii) shall be solely responsible for the restoration of tracks, ties and other structures

IV. General Provisions. The following provisions are applicable to the Mineral Reservation and the Fiber Optics Easement (collectively, the "Easements"), except as expressly set forth herein and to the extent such provisions do not unreasonably interfere with Grantor's use of the Easements:

A. Grantee may use the portions of the Property encumbered by the Easements in any manner and for any purpose (excluding any purpose which is specifically prohibited or restricted) which does not unreasonably interfere with the use of the Easements.

B. Grantor shall obtain, or shall cause its easement holders, lessees, sublessees and licensees, as applicable, to obtain, all required governmental approvals, if any, to construct, reconstruct, maintain and use any improvements related to the Easements (collectively, the "Improvements").

C. Grantee shall have the right to post and maintain notices of nonresponsibility on the Fiber Optics Easement Property and/or the Property in locations that do not materially interfere with Grantor's construction of any of the improvements related to the Easements.

D. Prior to exercising any rights to construct or permit the construction of Improvements, Grantor shall obtain at its sole expense, or cause its licensees and contractors to obtain, as applicable, (i) a contractor's payment and performance bond in favor of Grantee, conditioned upon completion of the Improvements in accordance with plans and specifications approved by Grantee (which approval shall not be unreasonably withheld or delayed) and the provisions hereof, (ii) a policy or policies of worker's compensation insurance covering all persons employed in the construction of Improvements, and (iii) general liability insurance naming Grantee and Grantee's member agencies as additional insureds with respect to, and to the extent of, the exercise of such rights and upon such terms and in such amounts as are reasonable and customary. Notwithstanding anything to the contrary contained in this subsection IV.D. the requirement that Grantor obtain the contractor's payment and performance bond described above, shall not apply where the cost of the construction of Improvements is less than \$25,000 (exclusive of the cost of labor provided by Grantor's employees). Such bonds (if required) and insurance policies shall be issued by companies reasonably approved by Grantee. Grantee shall be furnished with each bond (if required) and a certificate of each policy required to be provided by Grantor.

E. Grantee and Grantor each recognize that it may be necessary, desirable or required that street, water, sewer, drainage, gas, powerline and other easements, dedications and similar rights be granted or dedicated over or within portions of the Fiber Optics Easement Property. Grantor shall, upon request of Grantee and without charge therefor, join with Grantee in executing and delivering such easements, dedications and other documents as may be appropriate, necessary or required by governmental agencies, public utility companies or other parties desiring to cross the Fiber Optics Easement Property.

F. All notices required or desired to be given to either party hereto shall be deemed to be delivered, if delivered to the addresses and the parties specified below (i) on the date of delivery, if hand delivered, (ii) one day after sending, if sent by overnight courier, or (iii) if sent by registered or certified mail, three days after the same is posted by registered or certified mail, postage prepaid, to the address of the applicable party set out below. Either party hereto may change such party's address for notice, but until written notice of such change of address is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice:

If intended for Grantor:

Asst. Vice President, Real Estate
Southern Pacific Transportation Company
One Market Plaza, Room 870
San Francisco, California 94105

with a copy to:

Jill K. Rood, Esq.
Holme Roberts & Owen LLP
1401 Pearl Street, Suite 400
Boulder, Colorado 80302

If intended for Grantee:

Sacramento-Placerville Transportation
Corridor JPA
2811 "O" Street
Sacramento, California 95812
Attn: John Segerdell, CEO

with a copy to:

Kirk E. Trost, Esq.
Hyde, Miller & Owen
428 J Street, Suite 400
Sacramento, California 95814

G. In the event that any litigation arises in connection with the Easements, it is specifically stipulated that the Easements shall be interpreted and construed according to the laws of the State of California.

H. No delay on the part of either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

I. This deed is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein.

J. The parties intend that the promises and obligations of the Easements shall constitute covenants running with the land so as to benefit their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this instrument as of September 5, 1996.

GRANTOR:

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation

ATTEST:

By: T. F. O'Donnell
Name: T. F. O'Donnell
Title: SECRETARY

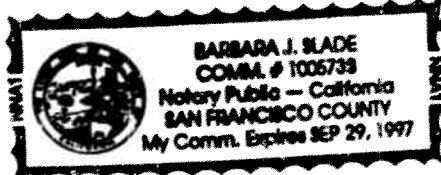
By: Michael D. Ongerth
Name: Michael D. Ongerth
Title: VICE PRESIDENT

[SEAL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 5th day of September, 1996, before me, BARBARA J. SLADE a Notary Public in and for said State, personally appeared Michael D. Ongerth and T. F. O'Donnell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) 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.



Barbara J. Slade
Signature of Notary

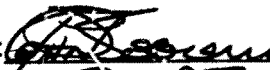
**SACRAMENTO-PLACERVILLE TRANSPORTATION
CORRIDOR JOINT POWERS AUTHORITY**

CERTIFICATE OF ACCEPTANCE

This certify that the interests in the real property quitclaimed by the Quitclaim Deed dated September 5, 1996, from Southern Pacific Transportation Company, a Delaware corporation, to the Sacramento-Placerville Transportation Corridor Joint Powers Authority, a California joint powers authority, is hereby accepted by the undersigned officer of the Sacramento-Placerville Transportation Corridor Joint Powers Authority on behalf of the Sacramento-Placerville Transportation Corridor Joint Powers Authority on September 5, 1996, pursuant to authority conferred by the Board of Directors of the Sacramento-Placerville Transportation Corridor Joint Powers Authority on August 12, 1996, and the Grantee consents to the recordation thereof by the duly authorized officer.

Dated: September 5, 1996

SACRAMENTO-PLACERVILLE TRANSPORTATION
CORRIDOR JOINT POWERS AUTHORITY, a
California joint power authority

By: 
Name: JOHN C. SASSEBALL
Title: CEO


By: 
Name: Robert G. Holdenness
Title: Chairman

EXHIBIT "A" TO QUITCLAIM DEED

Legal Description of the Land

[Please refer to the attached legal description consisting of 22 pages.]

EXHIBIT "A"

Those certain parcels of land situated in the County of El Dorado, State of California, described as follows:

PARCEL 1 (CAL. V-78/9 No. 7)

A strip of land 66 feet wide, lying equally on each side of the original located center line of the Southern Pacific Transportation Company's branch line, known as the Placerville Branch, situated across the Southeast Quarter of the Southwest quarter of Section 23, the North half of Section 26 and the Northeast quarter of the Southeast quarter of Section 26, Township 9 North, Range 8 East, Mount Diablo Base and Meridian, extending in a southeasterly direction from where said center line intersects the common county line of El Dorado and Sacramento Counties at or near railroad Engineer Station 1596 + 95 to the east line of said Northeast quarter of the Southeast quarter of Section 26 at or near railroad Engineer Station 1653 + 50, a distance of 5655 feet, more or less.

PARCEL 2 (CAL. V-78/10 No. 4)

A strip of land 100 feet wide, lying 50 feet on each side of the original located center line of the Southern Pacific Transportation Company's branch line, known as the Placerville Branch, situated across the Southwest quarter of the Southeast quarter of Section 30, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, extending in an easterly and southeasterly direction along said center line from a point

PARCEL 2 (CAL. V-78/10 No. 4) [Cont'd ...]

at or near railroad Engineer Station 1758 + 55.5 to the south line of said Section at or near railroad Engineer Station 1765 + 85, a distance of 729.5 feet, more or less.

PARCEL 3 (CAL. V-78/10 No. 6)

A strip of land 100 feet wide, lying 50 feet on each side of the original located center line of the Southern Pacific Transportation Company's branch line, known as the Placerville Branch, situated across the Southeast quarter of the Southeast quarter of Section 30, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, extending in a northeasterly and easterly direction along said center line from where it intersects the south line of said Section 30 at or near railroad Engineer Station 1777 + 55 to the east line of said Section 30 at or near railroad Engineer Station 1783 + 90, a distance of 635 feet, more or less.

PARCEL 4 (CAL. V-78/10 No. 8)

Those certain parcels or strips of land of the Southern Pacific Transportation Company's branch line, known as the Placerville Branch, situated across the Northwest quarter and the Northeast quarter of the Southwest quarter and the Southeast quarter of Section 32, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, described as follows:

PARCEL 4 (CAL. V-78/10 No. 8) [Cont'd ...]

(A) Beginning at the intersection of the center line of said Company's branch line with the northerly line of said Northwest quarter, at or near railroad Engineer Station 1788 + 40; thence, Easterly along said northerly line to a point on the northeasterly line of said parcel of land of said Company and being distant 34 feet northeasterly, measured radially from said center line, said point lying opposite railroad Engineer Station 1788 + 70; thence, continuing along said northeasterly line in a southeasterly direction, the following curvatures and courses thereof; thence, on a curve to the right, concentric with 34 feet northeasterly from said center line to a point opposite railroad Engineer Station 1790 + 52.7; thence, tangent to said curve at last said point and parallel with 34 feet northeasterly from said center line to a point opposite railroad Engineer Station 1795 + 88; thence, in a straight line to a point opposite railroad Engineer Station 1800 + 00, being distant 33 feet northeasterly, measured at right angles from said center line; thence, parallel with 33 feet northeasterly from said center line to a point opposite railroad Engineer Station 1809 + 42; thence, on a curve to the left, concentric with 33 feet northeasterly from said center line to a point opposite railroad Engineer Station 1811 + 84; thence, in a straight line to

PARCEL 4 (CAL. V-78/10 No. 8) [Cont'd ...]

(A) [Cont'd ...]

a point opposite Engineer Station 1817 + 00, being distant 42 feet northeasterly, measured at right angles from said center line;

thence, in a straight line ascending to a point opposite railroad Engineer Station 1818 + 60, being distant 70.5 feet northeasterly, measured at right angles from said center line;

thence, in a straight line descending to a point on the southerly line of said Northwest quarter, said point being distant 30 feet northeasterly, measured at right angles from said center line at or near railroad Engineer Station 1819 + 60;

thence, in a straight line to a point of intersection with a radial line opposite railroad Engineer Station 1822 + 16.5, said point being distant 50 feet northeasterly, measured radially from said center line;

thence, leaving said northeasterly line, Southwesterly along said radial line, 100 feet to the southwesterly line of said parcel of land of said Company, being distant 50 feet southwesterly, measured radially from said center line;

thence, continuing along said southwesterly line in a Northwesterly direction, the following courses and curvatures thereof;

thence, parallel with 50 feet southwesterly from said center line to a point opposite railroad Engineer Station 1820 + 85;

PARCEL 4 (CAL. V-78/10 No. 8) [Cont'd ...]

(A) [Cont'd ...]

thence, in a straight line descending to a point opposite railroad Engineer Station 1820 + 25, being distant 21 feet southwesterly, measured at right angles from said center line;

thence, in a straight line ascending to a point opposite railroad Engineer Station 1820 + 00, being distant 30 feet southwesterly, measured at right angles from said center line;

thence, in a straight line to a point opposite railroad Engineer Station 1817 + 00, being distant 31 feet southwesterly, measured at right angles from said center line;

thence, in a straight line to a point opposite railroad Engineer Station 1811 + 84, being distant 33 feet southwesterly, measured at right angles from said center line;

thence, on a curve to the right, concentric with 33 feet southwesterly from said center line to a point opposite railroad Engineer Station 1809 + 42;

thence, parallel with 33 feet southwesterly from said center line to a point opposite railroad Engineer Station 1802 + 00;

thence, at right angles from last said point 63 feet;

thence, parallel with 96 feet southwesterly from said center line to a point opposite railroad Engineer Station 1795 + 88;

PARCEL 4 (CAL. V-78/10 No. 8) [Cont'd ...]

(A) [Cont'd ...]

thence, in a straight line to a point opposite railroad Engineer Station 1792 + 55, being distant 86 feet southwesterly, measured at right angles from said center line;

thence, parallel with 86 feet southwesterly from said center line to a point opposite railroad Engineer Station 1790 + 52.7;

thence, on a curve to the left, concentric with 86 feet southwesterly from said center line to a point opposite railroad Engineer Station 1788 + 70, being distant 85 feet southwesterly, measured at right angles from said center line;

thence, in a straight line descending to a point on the aforesaid northerly line of said Northwest quarter, being distant 50 feet southwesterly, measured radially from said center line at or near railroad Engineering Station 1788 + 00;

thence, Easterly along said northerly line to the Point of Beginning.

(B) A strip of land 100 feet wide, lying 50 feet on each side of said center line of said Company; extending in a southeasterly direction along said center line from railroad Engineer Station 1822 + 16.5, following the curvatures and courses thereof, to end on the southerly line of said

PARCEL 4 (CAL. V-78/10 No. 8) [Cont'd ...]

(B) [Cont'd ...]

Southeast quarter of Section 32 at or near railroad Engineer Station
1852 + 20, a distance of 3003.5 feet, more or less.

PARCEL 5 (CAL. V-78/10 No. 11 & V-78/11 No. 1)

A strip of land 100 feet wide, lying 50 feet on each side of the original located center line of the Southern Pacific Transportation Company's branch line, known as the Placerville Branch, situated across the West-Half of Section 4, Township 8 North, Range 9 East, Mount Diablo Base and Meridian, extending in a southeasterly direction along said center line from where it intersects the west line of said Section 4 at or near railroad Engineer Station 1873 + 25 to where said center line intersects the south line of said Section 4 at or near railroad Engineer Station 1908 + 10, a distance of 3485 feet, more or less.

PARCEL 6 (CAL. V-78/11 No. 3)

That certain strip of land, with a width of 100 feet and 120 feet, lying equally 50 feet and 60 feet on each side of the Southern Pacific Transportation Company's branch line, known as the Placerville Branch, situated in the Southwest quarter of the Northeast quarter of Section 9, Township 8 North, Range 9 East, Mount Diablo Base and Meridian, described as follows:

PARCEL 3 (CAL. V-78/11 No. 3) [Cont'd ...]

Beginning at the point of intersection of the center line of said Company's branch line with the westerly line of said Southwest quarter of the Northeast quarter, at or near railroad Engineer Station 1926 + 90; thence, northerly along said westerly line to where it intersects the northeasterly line of said 100-foot wide strip of land of said Company's branch line; thence, in a southeasterly direction along said northeasterly line following the curvatures and course thereof; thence, on a curve to the left, concentric with 50 feet northeasterly, measured radially from said center line to a point opposite railroad Engineer Station 1928 + 80; thence, tangent to said curve at last said point and parallel with 50 feet northeasterly, measured at right angles from said center line to a point opposite railroad Engineer Station 1932 + 80; thence, northeasterly at right angles, 10 feet to a corner; thence, southeasterly at right angles and parallel with 60 feet northeasterly, from said center line to a point opposite railroad Engineer Station 1937 + 83.3; thence on a tangent curve to the left, concentric with 60 feet northeasterly from said center line to the southerly line of said Southwest quarter of the Northeast quarter;

PARCEL 6 (CAL. V-78/11 No. 3) [Cont'd ...]

thence, Westerly along said southerly line and crossing said center line at or near railroad Engineer Station 1940 + 15 to the southwesterly line of said 120-foot wide strip of land of said Company's branch line;

thence, in a northwesterly direction along said southwesterly line following the curvatures and courses thereof;

thence, on a curve to the right, concentric with 60 feet southwesterly, measured radially from said center line to a point opposite railroad Engineer Station 1937 + 83 3;

thence, tangent to said curve at last said point and parallel with 60 feet southwesterly, measured at right angles from said center line to a point opposite railroad Engineer Station 1932 + 80;

thence, northeasterly at right angles, 10 feet to a corner;

thence, northwesterly at right angles and parallel with 50 feet from said center line to the aforementioned westerly line of said Southwest quarter of the Northeast quarter;

thence, northerly along said westerly line to the Point of Beginning, at or near railroad Engineer Station 1926 + 90.

PARCEL 7 (CAL. V-78/11 No. 6)

A strip of land 66 feet wide, lying 33 feet on each side of the original located center line of the Southern Pacific Transportation Company's branch line, known as the

PARCEL 7 (CAL. V-78/11 No. 6) [Cont'd ...]

Placerville Branch, situated across the Southeast quarter of the Northeast quarter of Section 10 and the West half of the Northwest quarter of Section 11, Township 8 North, Range 9 East, Mount Diablo Base and Meridian, extending in an easterly, northeasterly and northerly direction along said center line from where it intersects the easterly line of Shingle Springs Highway, at or near railroad Engineer Station 2009 + 40 to the southerly line of the land described in deed dated November 29, 1864 from E. S. Bryant to the Placerville and Sacramento Valley Railroad Company, recorded January 12, 1892 in Liber 41 of Deeds, page 206, Records of El Dorado County, at or near railroad Engineer Station 2033 + 57, a distance of 2417 feet, more or less.

PARCEL 8 (CAL. V-78/11 No. 8 & V-78/12 No. 1)

A strip of land 100 feet wide, lying 50 feet on each side of the original located center line of the Southern Pacific Transportation Company's branch line, known as the Placerville Branch, situated across Section 2 and the West half of Section 1, Township 8 North, Range 9 East, Mount Diablo Base and Meridian, extending in a southeasterly, easterly, northeasterly, northerly and northwesterly direction along said center line from where it intersects the easterly line of land described in deed dated November 29, 1864 from E. S. Bryant to the Placerville and Sacramento Valley Railroad Company, recorded January 12, 1892 in Liber 41 of Deeds, page 206, Records of El Dorado County, at or near railroad Engineer Station of 2084 + 15 to the southerly line of the Spanish Camp

PARCEL 8 (CAL. V-78/11 No. 8 & V-78/12 No. 1) [Cont'd ...]

Road (now Brandon Road), at or near railroad Engineer Station 2147 + 40, a distance of 6325 feet, more or less.

PARCEL 9 (CAL. V-78/12 No. 3)

A strip of land 66 feet wide, lying 33 feet on each side of the original located center line of the Southern Pacific Transportation Company's branch line, known as the Placerville Branch, situated across the West half of the Southeast quarter, and East half of the Southwest quarter of Section 26, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, extending in a northwesterly direction along said center line from where said line intersects the southerly line of said West half of the Southeast quarter, also the northerly line of the land described in deed dated May 30, 1865 from Thomas Hitchcock to Placerville and Sacramento Valley Railroad Company, recorded May 16, 1916 in Book 85 of Deeds, page 356, El Dorado County Records, at or near railroad Engineer Station 2206 + 60 to the northerly line of said East half of the Southwest quarter, also the southerly line of the land, lying within the Northwest quarter of Section 26, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, as described in the deed dated January 24, 1905, from J. H. Bullard to Southern Pacific Railroad Company, recorded March 6, 1905 in Book 65 of Deeds, page 46, El Dorado County Records, at or near railroad Engineer Station 2234 + 40, a distance of 2780 feet, more or less.

PARCEL 10 (CAL. V-78/13 No. 2)

Those certain strips of land 100 feet wide and 66 feet wide, lying equally 50 feet and 33 feet on each side of the original located center line of the Southern Pacific Transportation Company's branch line, known as the Placerville Branch, situated across the West half of Section 14 and the Southeast quarter of the Southwest quarter of Section 11, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Commencing for the same at a point on said center line where it intersects the southerly line of said West half of the Southwest quarter at or near railroad Engineer Station 2317 + 85; thence in a northwesterly, northeasterly and northerly direction along said center line following the courses and curvatures thereof and embracing a strip of land 50 feet wide on each side of said center line to end, on the easterly side at a line drawn at right angles from Engineer Station 2360 + 14, and on the westerly side at a line drawn at right angles from Engineer Station 2360 + 28; thence continuing northeasterly and easterly direction along said center line following the courses and curvatures thereof and embracing a strip of land 33 feet wide on each side of said center line to end, on the northerly side at a line drawn at right angles from Engineer Station 2389 + 55, and on the southerly side at a line drawn at right angles from Engineer Station 2389 + 58; thence continuing easterly, embracing a strip of land 50 feet

PARCEL 10 (CAL. V-78/13 No. 2) [Cont'd ...]

on each side of said center line, to the easterly line of said Southeast quarter of the Southwest quarter of Section 11, being also the westerly line of land lying within the West half of the Southeast quarter of Section 11, as described in the deed dated January 24, 1904, from J. H. Bullard, to Southern Pacific Railroad Company, a corporation recorded March 6, 1905 in Book 65 of Deeds at Page 46, El Dorado County Records, at or near railroad Engineer Station 2390 + 00.

Also, a strip of land 17 feet in width, situated in said North half of the Northwest quarter of said Section 14, described as follows:

Beginning at a point on the westerly line of the above strip of land 66 feet wide, said point being distant 33 feet northwesterly, measured at right angles from the center line of Southern Pacific Transportation Company's branch line, opposite Engineer Station 2366 + 87; thence northeasterly along said westerly line, parallel to said center line, 209 feet; thence northwesterly at a right angle 17 feet; thence southwesterly, parallel to said westerly line, 209 feet; thence southeasterly at a right angle 17 feet to the Point of Beginning.

PARCEL 11 (CAL. V-78/13 No. 6 & V-78/14 No. 1)

Those certain strips or parcels of land of variable width, lying on each side of the original located center line of Southern Pacific Transportation Company's branch line, known as the Placerville Branch, situated across the North half of Section 12, Township 9 North, Range 9 East, Mount Diablo Base and Meridian, being more particularly described as follows:

- (1) That certain strip of land 66 feet wide, described as follows:

Commencing at the point of intersection of said center line with the northerly line of the land conveyed by the deed dated January 24, 1905, executed by J. H. Bullard, to Southern Pacific Railroad Company, a corporation recorded March 6, 1905 in Book 65 of Deeds at Page 46, El Dorado County Records, also the southerly line of the northwest quarter of said Section 12, at or near railroad Engineer Station 2434 + 60; thence generally in a northeasterly and easterly direction along said center line following the courses and curvatures thereof and embracing a strip of land 33 feet wide on each side, to a line drawn radially through said center line at or near railroad Engineer Station 2455 + 50, a distance of 2090 feet, more or less.

- (2) That certain piece or parcel of land, irregular shape, described as follows:

PARCEL 11 (CAL. V-78/13 No. 6 & V-78/14 No. 1) [Cont'd ...]

(2) [Cont'd ...]

Beginning at a point on the northerly right-of-way line of said Southern Pacific Transportation Company's branch line, said point lying opposite railroad Engineer Station 2455 + 50 and being distant 33 feet northerly, measured radially from aforesaid center line, thence northeasterly along said northerly right-of-way line to a point opposite railroad Engineer Station 2456 + 33, and being distant 50 feet northerly, measured radially from said center line; thence southerly along said radial line and its extension, 100 feet to a point on the southerly right-of-way line opposite said railroad Engineer Station 2456 + 33, said point being distant 50 feet southerly, measured radially from said center line; thence northwesterly along said southerly right-of-way line to a point opposite railroad Engineer Station 2455 + 50, said point being distant 33 feet southerly, measured radially from said center line; thence northerly along last said radial line, 66 feet to the Point of Beginning.

(3) That certain strip of land 100 feet wide, described as follows:

Commencing at railroad Engineer Station 2456 + 33 on the center line of said Company's branch line; thence in an easterly and northeasterly direction along said center line following the curvatures and courses

PARCEL 11 (CAL. V-78/13 No. 6 & V-78/14 No. 1) [Cont'd ...]

(3) [Cont'd ...]

thereof and embracing a strip of land 50 feet wide on each side, to the northerly line of said Section 12, at or near railroad Engineer Station 2487 + 85, a distance of 3152 feet, more or less.

PARCEL 12 (CAL. V-78/14 No. 6)

All the land in the Town of Shingle Springs, as described in deed dated May 20, 1877 from Leland Stanford, et al, to the Sacramento and Placerville Railroad Company (now Southern Pacific Transportation Company), recorded March 28, 1879 in Book "V," page 422, records of El Dorado County.

Excepting therefrom those parcels described as "Parcel 1" and "Parcel 2" in deed dated September 17, 1982 from Southern Pacific Transportation Company to Alexander Andres, et ux., recorded October 13, 1982 in Book 2112, page 345, records of said county.

PARCEL 13 (CAL. V-78/14 No. 18)

That certain strip of land 200 feet wide, acquired pursuant to an Act of Congress dated March 3, 1875 from the U.S. Government to Shingle Springs & Placerville Railroad Company (now Southern Pacific Transportation Company), lying 100 feet wide equally on each side of the located center line of said Railroad, situated across the

PARCEL 13 (CAL. V-78/14 No. 18) [Cont'd ...]

Northeast quarter of the Northwest quarter of Section 32, Township 10 North, Range 10 East, Mount Diablo Base and Meridian, extending in a southeasterly direction along said center line, from where it intersects the northerly line of said Northwest quarter of Section 32, being also the southerly line of the land described in the deed dated April 9, 1888, executed by Martin Thomas, et al., to A. Mierson, et al., recorded April 16, 1888 in Book 34 of Deeds at Page 545, El Dorado County Records, at or near railroad Engineer Station 2658 + 30 to the easterly line of said Northwest quarter of Section 32, at or near railroad Engineer Station 2661 + 80.

Excepting therefrom that portion of the 100-foot wide strip of land, 50 feet on each side of said center line, described in deed dated September 2, 1887 from John McDonald to A. Mierson, et al., recorded September 9, 1887 in Book 33 of Deeds, page 358, Records of El Dorado County.

PARCEL 14 (CAL. V-78/16 No. 3)

That certain strip of land 200 feet wide lying 100 feet wide on each side of the located center line of the Shingle Springs & Placerville Railroad Company (now Southern Pacific Transportation Company), acquired pursuant to an act of Congress dated March 3, 1875 from the U. S. Government, where the same is located through the Southeast quarter of the Southwest quarter of Section 24, Township 10 North, Range 10 East, Mount Diablo Base and Meridian, extending in a northeasterly direction

PARCEL 14 (CAL. V-78/16 No. 3) [Cont'd ...]

along said center line, from where it intersects the westerly line of said Southeast quarter of the Southwest quarter of Section 24, being also the easterly line of the land described in the deed dated May 2, 1887, executed by Frank Goyan, to A. Mierson, et al., recorded October 29, 1887 in Book 33 of Deeds at Page 630, El Dorado County Records, at or near railroad Engineer Station 2923 + 10 to the northerly line of said Southeast quarter of the Southwest quarter of Section 24, also the southerly line of the described in the deed dated May 2, 1887 from Charles A. Swisler, et ux., to A. Mierson, et al., recorded October 29, 1887 in Book 33 of Deeds, page 633, El Dorado County Records, at or near railroad Engineer Station 2933 + 30, a distance of 1020 feet, more or less.

PARCEL 15 (CAL. V-78/16 No 5)

That certain strip of land 200 feet wide lying 100 feet wide on each side of the located center line of the Shingle Springs & Placerville Railroad Company (now Southern Pacific Transportation Company), acquired pursuant to the Act of Congress dated March 3, 1875 from the U. S. Government, where the same is located through the West half of the Northwest quarter of the Southeast quarter of Section 24, Township 10 North, Range 10 East, Mount Diablo Base and Meridian, extending in an easterly direction along said center line, from where it intersects the westerly line of said West half of the Northwest quarter of the Southeast quarter of Section 24, being also the easterly line of the land described in the deed dated May 2, 1887, from Charles A.

PARCEL 15 (CAL. V-78/16 No 5) [Cont'd ...]

Swisler, et ux., to A. Mierson, et al., recorded October 29, 1887 in Book 33 of Deeds at Page 633, El Dorado County Records, at or near railroad Engineer Station 2939 + 45 to the westerly line of land first described in the deed dated February 14, 1888, executed by Smith Morrill and Abigail F. Morrill, his wife, to A. Mierson, et al., recorded April 20, 1888 in Book 34 of Deeds at Page 541, El Dorado County Records, at or near railroad Engineer Station 2 946 + 18, a distance of 673 feet, more or less.

PARCEL 16 (CAL. V-78/16 No 21)

That certain parcel of land acquired pursuant to an Act of Congress dated March 3, 1875 from the U. S. Government to the Shingle Springs & Placerville Railroad Company (now Southern California Transportation Company), situated in the West half of the Southeast quarter of the Southeast quarter of Section 24, Township 10 North, Range 10 East, Mount Diablo Base and Meridian, and more particularly described as follows:

Beginning at the northwesterly corner of said West half of the Southeast quarter of the Southeast quarter of Section 24; thence Easterly along the north line of said quarters, a distance of 330 feet \pm ; thence Southerly a distance of 180 feet \pm to a line distant 100 feet southerly, measured radially from the center line of track of said Company; thence Westerly along last said line and concentric to said center line, 332 feet \pm to the westerly line of said West half of the Southeast quarter of the Southeast

PARCEL 16 (CAL. V-78/16 No 21) [Cont'd ...]

quarter of Section 24; thence Northerly along last said line, 180 feet \pm to the Point of Beginning.

Excepting therefrom a strip of land 100 feet wide lying 50 feet on each side of said center line, as described in the deed dated May 2, 1887, executed by Mary Jane Hickey to A. Mierson, et al., recorded October 29, 1887 in Book 34 of Deeds at Page 1, El Dorado County Records.

PARCEL 17 (CAL. V-78/16 No. 12)

A strip of land 100 feet wide, lying 50 feet on each side of the original located center line of the Southern Pacific Transportation Company branch line, known as the Placerville Branch, situated on the East half of the Northeast quarter of the Southeast quarter of Section 24, Township 10 North, Range 10 East, Mount Diablo Base and Meridian, extending in a northeasterly direction along said center line from where it intersects the easterly line of land as described in the deed dated February 15, 1888, executed by Mary J. Hickey to A. Mierson, et al., recorded April 20, 1888 in Book 34 of Deeds at Page 543, El Dorado County Records, at or near railroad Engineer Station 2964 + 28 to the easterly line of said Section 24, also the easterly line of the land described in deed dated May 2, 1887 from William A. Kramp and Philip Kramp to A. Mierson, et al., recorded October 29, 1887 in Book 33 of Deeds at Page 635,

PARCEL 17 (CAL. V-78/16 No. 12) [Cont'd ...]

El Dorado County Records, at or near railroad Engineer Station 2967 + 15, a distance of 287 feet, more or less.

PARCEL 18 (CAL. V-78/16 No. 14)

A strip of land 100 feet wide, lying 50 feet on each side of the original located center line of the Southern Pacific Transportation Company's branch line, known as the Placerville Branch, situated on the East half of the Southwest quarter of the Northwest quarter of Section 19, Township 10 North, Range 11 East, Mount Diablo Base and Meridian, extending in a northerly direction along said center line from where it intersects the southerly line of said Northwest quarter, also the northerly line of the land, described in the deed dated May 2, 1887, from William A. Kramp and Philip Kramp to A. Mierson, et al., recorded October 29, 1887 in Book 33 of Deeds at Page 635, El Dorado County Records, at or near railroad Engineer Station 2981 + 45 to the southerly line of that certain strip "Secondly" described in the deed dated February 14, 1888 from Smith Morrill, et ux., to A. Mierson, et al., recorded April 20, 1888 in Book 34 of Deeds, page 541, Records of El Dorado County, at or near railroad Engineer Station 2982 + 43, a distance of 98 feet.

PARCEL 19 (CAL. V-78/16 No. 23)

That certain parcel of land as described in the deed dated October 22, 1917, executed by Alex F. Forni, et ux., to Southern Pacific Railroad Company, recorded November 9, 1917 in Book 88 of Deeds, page 227, Records of El Dorado County.

EXCEPTING THEREFROM that portion lying Northeasterly of the Northeasterly line of Forni Road, as per Quitclaim Deed recorded November 24, 1993 in Book 4157 of Official Records at Page 519, El Dorado County Records.



MAINTENANCE DIVISION
2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

JAMES W. WARE, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



STATEWIDE PARKS DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM
GRANT APPLICATION, 3/1/2010

EL DORADO COUNTY HISTORICAL RAILROAD PARK & TRAIL

ITEM 8

**Assessor's Parcel Map and
Willing Seller Letter**

NOT APPLICABLE

(For Acquisition Projects Only)

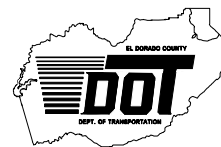


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GRANT APPLICATION, 3/1/2010

EL DORADO COUNTY HISTORICAL RAILROAD PARK & TRAIL

ITEM 9

Sub-Leases or Agreements

NOT APPLICABLE

*All applicable Agreements are included in Item 7
(Land Tenure Requirement)*

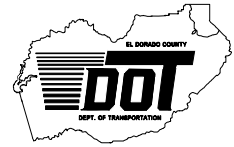


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GRANT APPLICATION, 3/1/2010

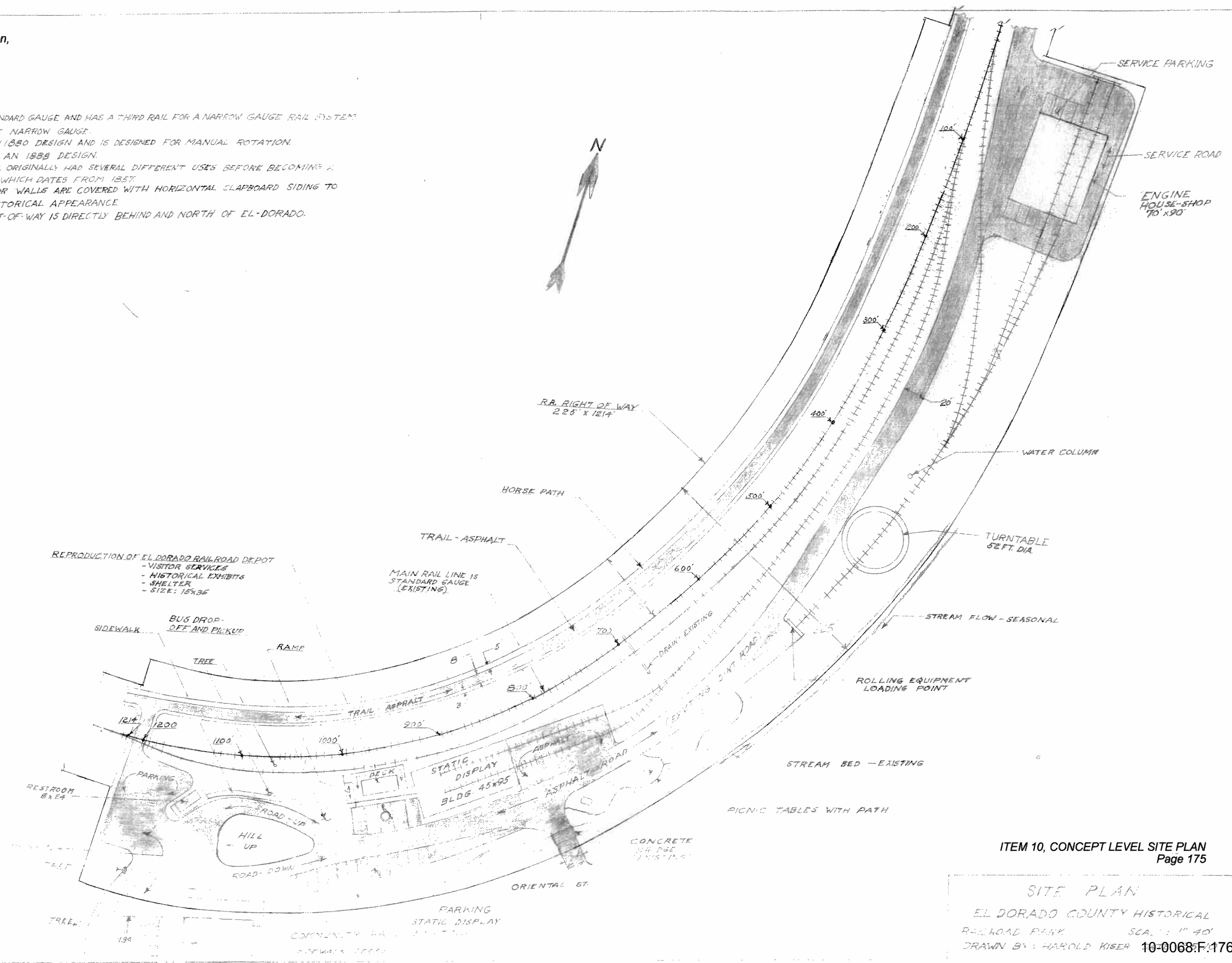
EL DORADO COUNTY HISTORICAL RAILROAD PARK & TRAIL

ITEM 10

- **Concept Level Site Plan**
- **Rendering by Anova Architects**

NOTES:

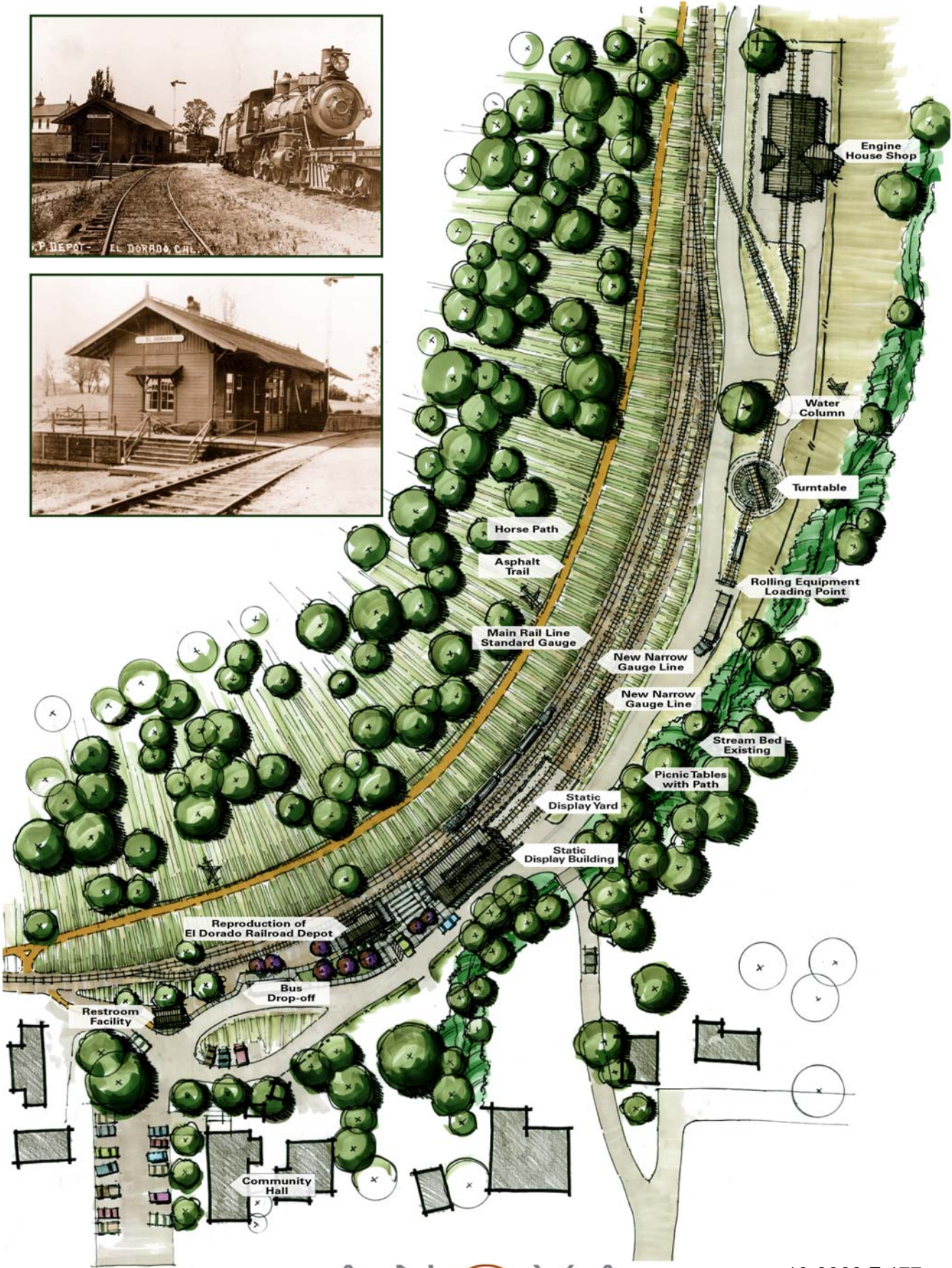
1. MAIN RAIL LINE IS STANDARD GAUGE AND HAS A THIRD RAIL FOR A NARROW GAUGE RAIL SYSTEM
2. ALL SPUR LINES ARE NARROW GAUGE.
3. THE TURNTABLE IS AN 1880 DESIGN AND IS DESIGNED FOR MANUAL ROTATION.
4. THE DEPOT IS ABOUT AN 1888 DESIGN.
5. THE COMMUNITY HALL ORIGINALLY HAD SEVERAL DIFFERENT USES BEFORE BECOMING A SCHOOL HOUSE WHICH DATES FROM 1857.
6. ALL BUILDING EXTERIOR WALLS ARE COVERED WITH HORIZONTAL CLAPBOARD SIDING TO MAINTAIN A HISTORICAL APPEARANCE.
7. THE RAILROAD RIGHT-OF-WAY IS DIRECTLY BEHIND AND NORTH OF EL-DORADO.



ITEM 10, CONCEPT LEVEL SITE PLAN
Page 175

SITE PLAN
EL DORADO COUNTY HISTORICAL
RAILROAD PARK
DRAWN BY: HAROLD KISER 10-0068-F-176

El Dorado County Historical Railroad Park



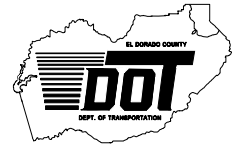


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STATEWIDE PARKS DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM
GRANT APPLICATION, 3/1/2010

EL DORADO COUNTY HISTORICAL RAILROAD PARK & TRAIL

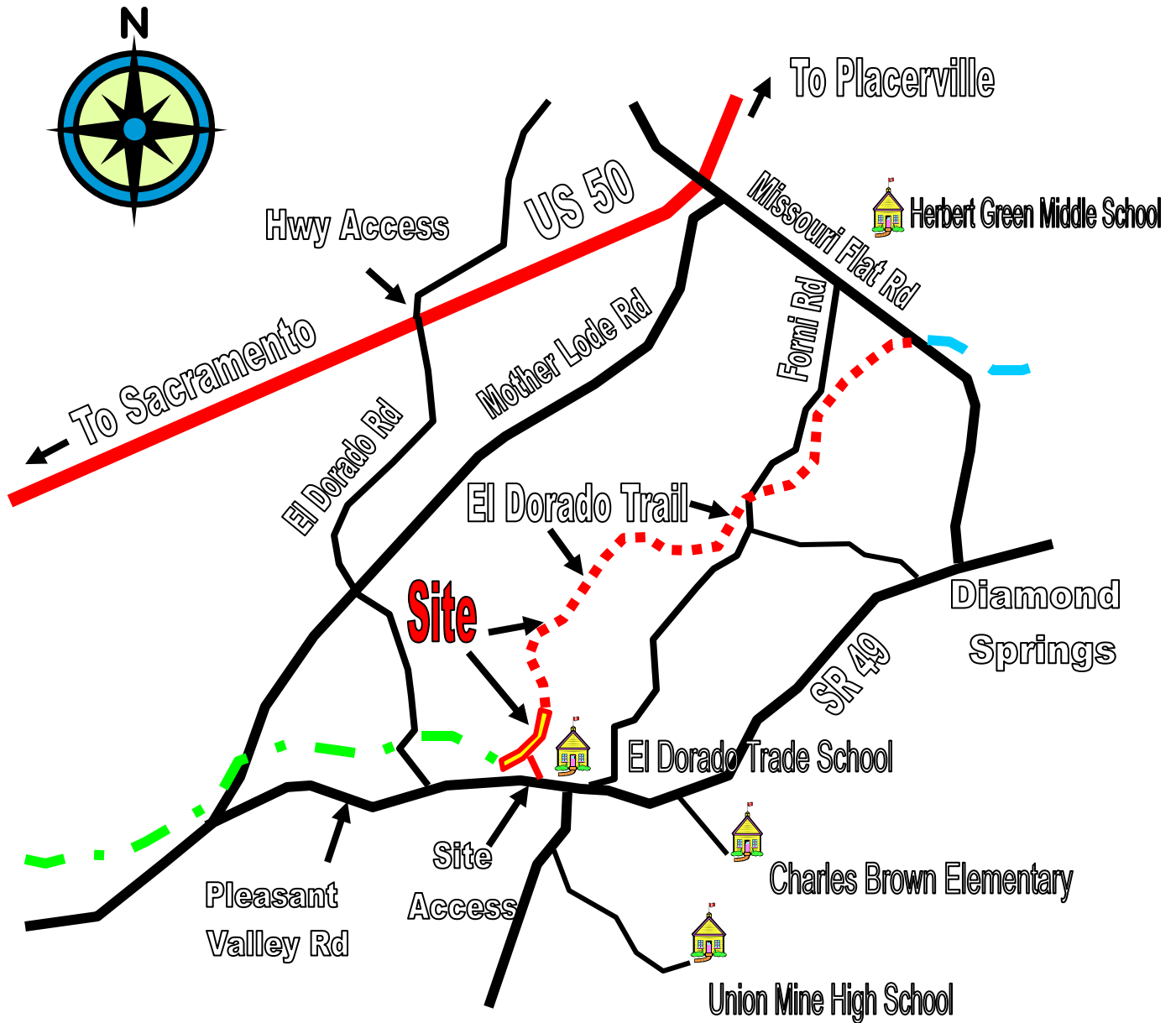
ITEM 11

Project Maps

- **Project Location Map**
- **Project Aerial Maps**
- **El Dorado Trail Map**
- **Community Fact Finder Report**

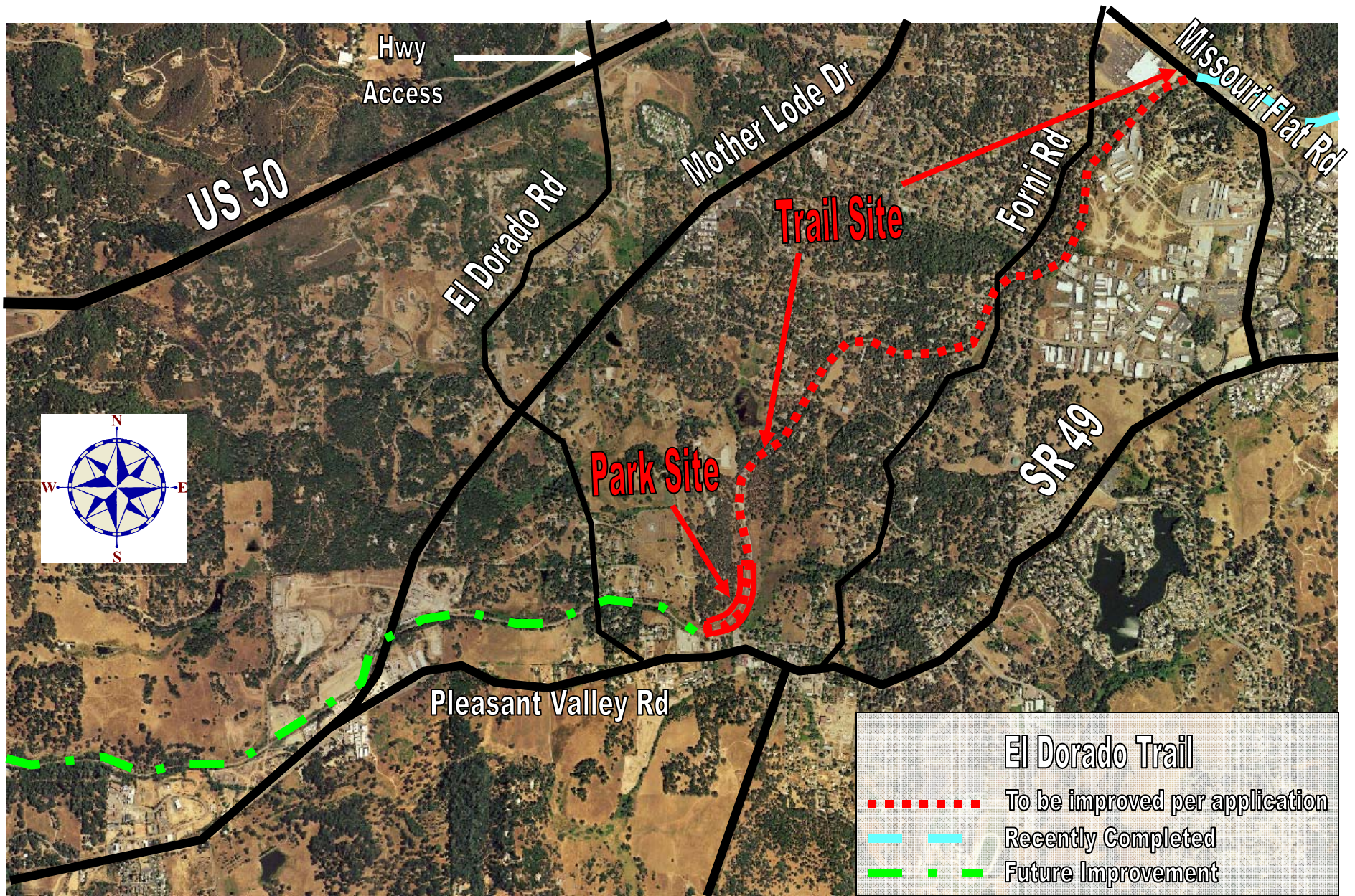
El Dorado County Historical Railroad Park and Trail

Project Location Map

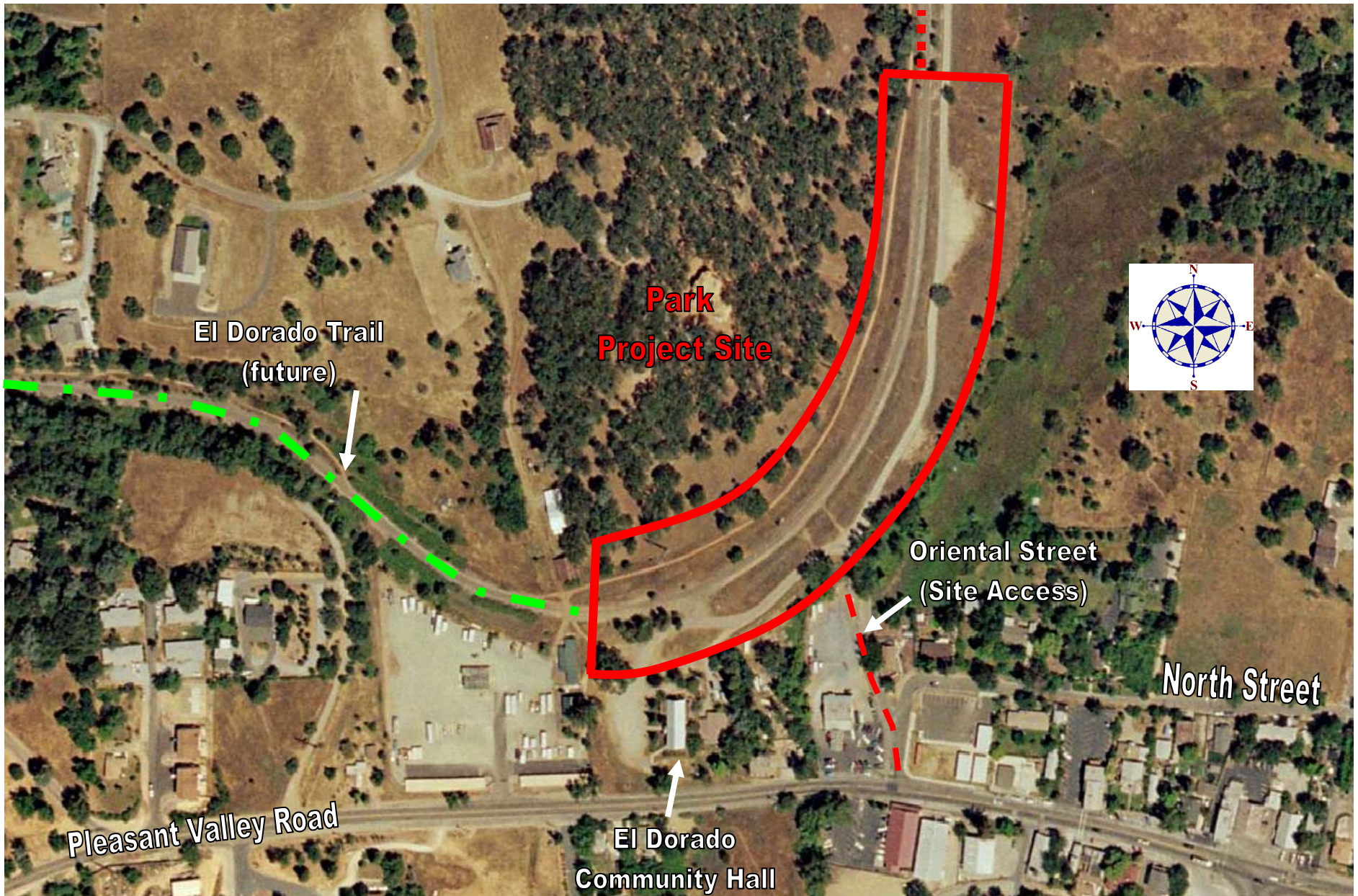


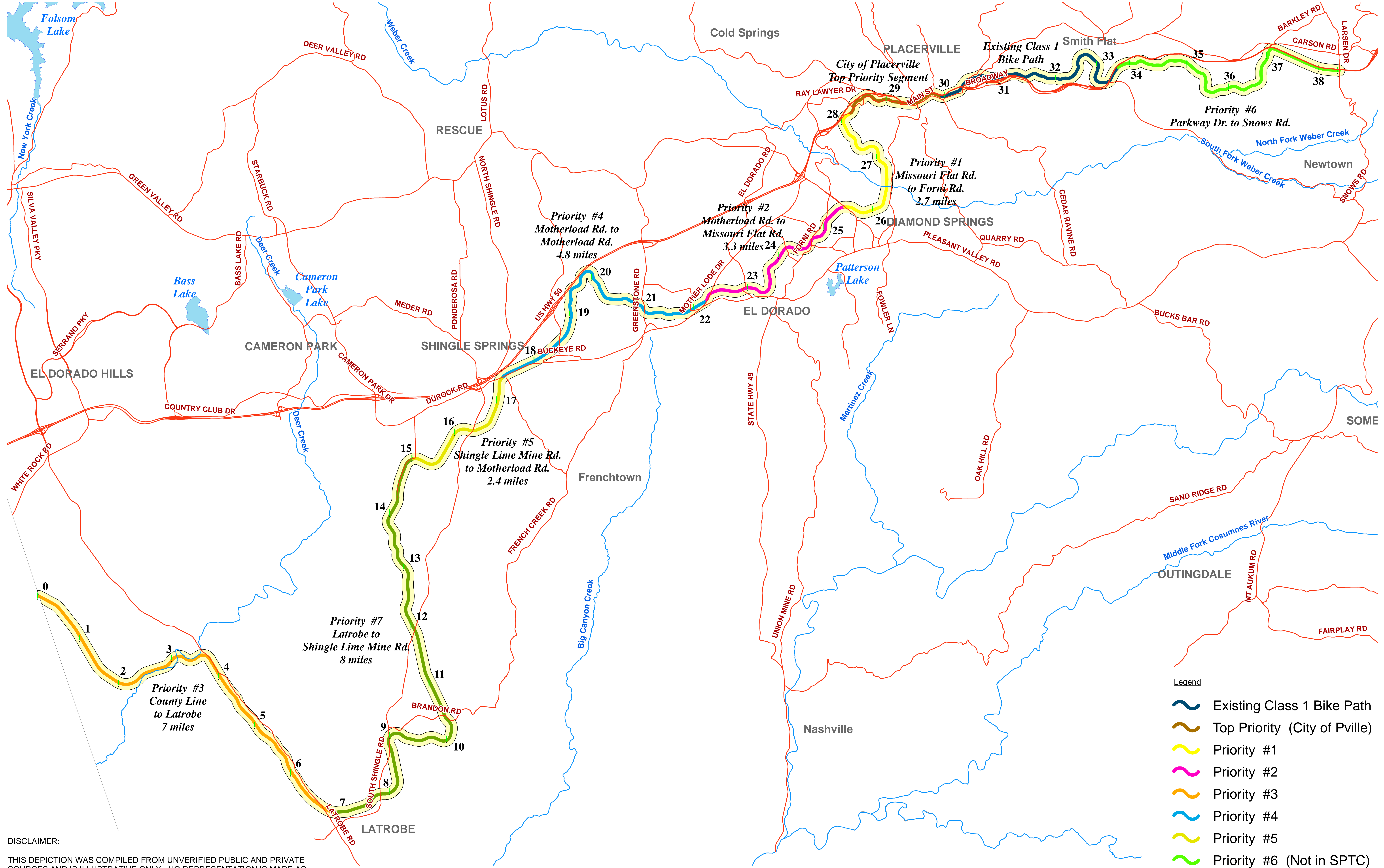
- El Dorado Trail to be improved as part of this application
- - - El Dorado Trail, recently completed
- . - El Dorado Trail, future improvement

El Dorado County Historical Railroad Park and Trail



El Dorado County Historical Railroad Park





DISCLAIMER:
THIS DEPICTION WAS COMPILED FROM UNVERIFIED PUBLIC AND PRIVATE SOURCES AND IS ILLUSTRATIVE ONLY. NO REPRESENTATION IS MADE AS TO ACCURACY OF THIS INFORMATION. PARCEL BOUNDARIES ARE PARTICULARLY UNRELIABLE. USERS MAKE USE OF THIS DEPICTION AT THEIR OWN RISK.

NOTES:
LAYER INFORMATION MAY COVER ADDITIONAL AREAS OUTSIDE OF THE DISPLAYED AREA.
PREPARED AT THE REQUEST OF: General Services, DATE: 04/05/2007
MAP PREPARED BY: Frank Bruyn, DATE: 04/10/2007
G.I.S. PROJECT ID: 4037, RELATED REPORT: na
EL DORADO COUNTY SURVEYOR/G.I.S. DIVISION
PHONE (530) 621-6511 FAX (530) 626-8731



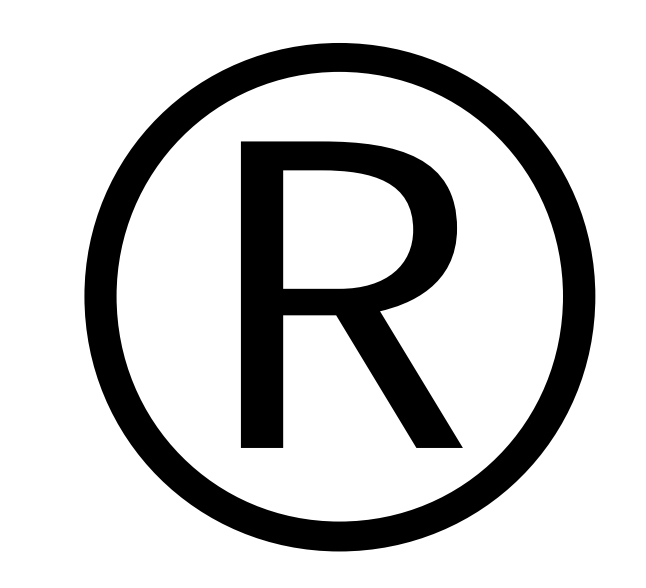
PRIORITIZED CLASS 1 BIKE PATH SEGMENTS

THE EL DORADO TRAIL / SPTC

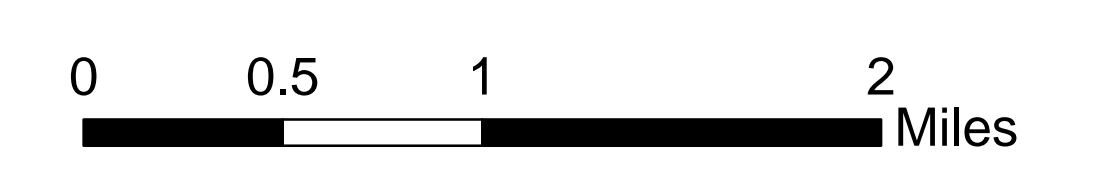
County Line To Camino Area

County of El Dorado

State of California



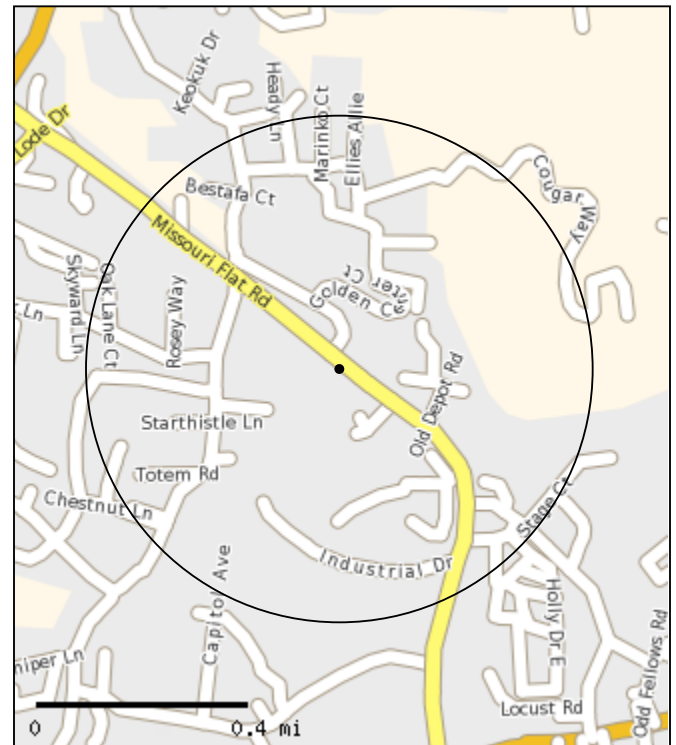
- Legend
- Existing Class 1 Bike Path
 - Top Priority (City of Pville)
 - Priority #1
 - Priority #2
 - Priority #3
 - Priority #4
 - Priority #5
 - Priority #6 (Not in SPTC)
 - Priority #7
 - Milepost (2D distance)
 - 500 Foot Buffer
 - Major Roads
 - Rivers & Creeks



California State Parks Community FactFinder Report

This is your Community FactFinder report for the project you have defined. Please refer to your Project ID in any future communications about this project.

Project ID:	6922
Date created:	February 24, 2010
County:	El Dorado
City:	Diamond Springs
Coordinates:	38.703631, -120.827122
Total Population:	470
Median Household Income:	\$45,342
Number of people below poverty line:	53
Park acreage:	0.00
Park acres per 1,000 population:	0.00



Project Site

All numbers above have been calculated based on a 1/2 mile radius from the point location of your project. Demographics are figured by averaging population numbers over selected census block groups and using the percent of the block group within the project circle to determine the actual counts.

Parks and park acres are based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks acreage does not include major lakes or ocean. Users can send update information to: parkupdates@parks.ca.gov

Data Sources:

Demographics - Claritas Pop-Facts, block group level (Apr. 2008)
Parks - Calif. Protected Areas Database v. 1.3 (Aug. 2009)



Community FactFinder is a service of the
California Department of Parks and Recreation
www.parks.ca.gov



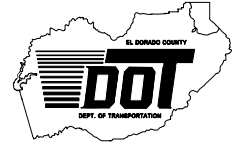


MAINTENANCE DIVISION
2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

JAMES W. WARE, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



STATEWIDE PARKS DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM
GRANT APPLICATION, 3/1/2010

EL DORADO COUNTY HISTORICAL RAILROAD PARK & TRAIL

ITEM 12

Photos of the Project Site

El Dorado County Historical Railroad Park and Trail



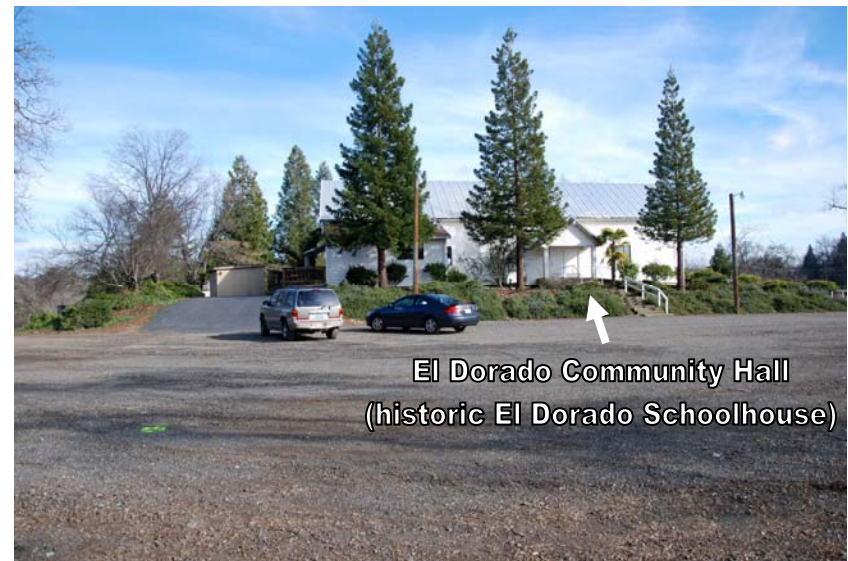
Access to Park from Pleasant Valley Rd



Entrance to Park / Community Hall



Park Project Site facing southwest



El Dorado Community Hall facing southeast

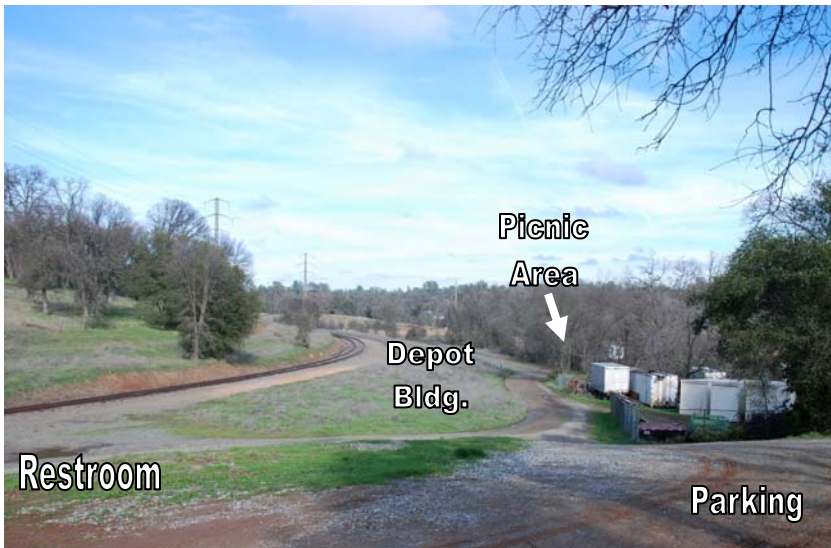
El Dorado County Historical Railroad Park and Trail



Park Project Site facing west



Bus Loop / Drop-off



Park Project Site facing east



Park Project Site facing north

El Dorado County Historical Railroad Park and Trail



Park Project Site facing northeast



Park Project Site facing east



West end of Park Project Site



Park Project Site facing southwest

El Dorado County Historical Railroad Park and Trail



End of Park Site, Begin Trail Site



Trail Site crossing Blanchard Road



East end Trail Site at Missouri Flat Rd



End proposed Trail at existing Trail

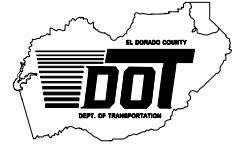


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STATEWIDE PARKS DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM
GRANT APPLICATION, 3/1/2010

EL DORADO COUNTY HISTORICAL RAILROAD PARK & TRAIL

ITEM 13

Project Selection Criteria

- 1. Critical Lack of Park Space**
- 2. Significant Poverty**
- 3. Type of Project**
- 4. Community Based Planning**
- 5. Sustainable Techniques**
- 6. Project Funding**
- 7. Fees and Hours of Operation**
- 8. Youth Outdoor Learning Employment or Volunteer Opportunities**
- 9. Community Challenges and Project Benefits**

El Dorado County Historical Railroad Park and Trail

1. Critical Lack of Park Space (0-18 points)

The ratio of usable park space per 1,000 residents within proximity of the project site according to the “California State Parks Community Fact Finder” report is: **0 acres per 1,000 population** (see Item 11, page 182).

2. Significant Poverty (0-18 points)

- A. The median household income within proximity of the project site according to the “California State Parks Community Fact Finder” report is: **\$45,342**
- B. The number of families living below the poverty within proximity of the project site according to the “California State Parks Community Fact Finder” report is: **53**

3. Type of Project (0-12 points)

A. **CREATE A NEW PARK** (12 points)

1) *What was the use of the PROJECT property before the APPROPRIATION DATE?*

Before the appropriation date of July 1, 2009, the Project property was used as a railroad corridor by the Southern Pacific Railway Corporation. The Placerville Branch of the Southern Pacific Railroad was used primarily by the logging industry to move timber to their lumber mills. Until diesel trucking took over and the logging railroads closed down in the 1950's, the Placerville Branch was then used to transport the county's fruit crop and dairy products to Sacramento. The Southern Pacific “El Dorado” Depot, which was built in 1888, was located on the Project property and served both as a passenger and a freight depot. Southern Pacific continued to operate the Placerville Branch until its last service in 1986. In 1991, the Sacramento-Placerville Transportation Corridor (SPTC) Joint Powers Authority was formed to purchase the Placerville Branch from the Southern Pacific Railway Corporation, under the National Trails System Act (Rails-to-

El Dorado County Historical Railroad Park and Trail

Trails), to preserve the continuity of the transportation and recreational benefits of the corridor.

2) *Is the PROJECT property ADJACENT to an existing PARK?*

No, the nearest park is Placerville City Park over 4 miles from the Project property.

3) *How will the PROJECT create a portion of OPEN SPACE?*

The proposed Project will include 27 acres of Open Space with a multi-use recreational trail specifically designed for active outdoor recreation for walking, bicycling and horseback riding. The trail will run parallel to the existing railway track, and passes through existing natural areas with many mature trees and native plants.

4. Community Based Planning (0-18 points)

A. *How many MEETINGS occurred in the CRITICALLY UNDERSERVED COMMUNITY and why were they convenient for the RESIDENTS? Respond to the following:*

Use this format to list the type and location, time, and date of each meeting that occurred in the CRITICALLY UNERSERVED COMMUNITY.

Meeting No.	Meeting Type	Venue, Address (see next table)	Time am-pm	Day of Week	Date/ Year
1	El Dorado Trail Opening	13	10 am	Sat	9/29/07
2	El Dorado/Diamond Springs CSD Meeting	3	7 pm	Tue	2/12/08
3	El Dorado/Diamond Springs CSD Meeting	3	7 pm	Tue	3/4/08
4	El Dorado/Diamond Springs CSD Meeting	3	7 pm	Tue	3/25/08
5	El Dorado/Diamond Springs CSD Meeting	3	7 pm	Tue	4/1/08
6	El Dorado/Diamond Springs CSD Meeting	3	7 pm	Tue	4/15/08
7	El Dorado/Diamond Springs CSD Meeting	3	7 pm	Tue	5/6/08
8	El Dorado/Diamond Springs CSD Meeting	3	7 pm	Tue	5/20/08
9	El Dorado/Diamond Springs CSD Meeting	3	7 pm	Tue	6/3/08
10	El Dorado/Diamond Springs CSD Meeting	3	7 pm	Tue	6/17/08
11	El Dorado Railroad Park Open House	12	10 am	Sat	11/8/08
12	El Dorado Railroad Park Open House	12	10 am	Sat	11/15/08
13	El Dorado Hills Library Wednesday Forum	9	10 am	Wed	1/7/09
14	Real Estate Agents Continuing Education	1	1 pm	Tue	5/12/09
15	El Dorado County Fair	5	10 am to 8 pm	Thu – Sun	6/18/09 - 6/21/09
16	Historical Museum Commission	6	1 pm	Fri	6/26/09
17	El Dorado Railroad Park Open House	12	11 am	Fri – Sat	7/24/09 - 7/25/09

El Dorado County Historical Railroad Park and Trail

18	Historical Museum Commission	6	1 pm	Fri	7/24/09
19	El Dorado County Parks & Recreation Commission	7	10 am	Thu	8/6/09
20	SPTC JPA Board Meeting	11	9 am	Mon	8/10/09
21	El Dorado Township Merchants Outreach	12	4 pm	Thu	8/13/09
22	El Dorado Farmers Market	8	5 pm	Thu	8/13/09
23	El Dorado Township Merchants Outreach	12	4 pm	Thu	8/20/09
24	El Dorado Farmers Market	8	5 pm	Thu	8/20/09
25	El Dorado County Board of Supervisors	4	9 am	Tue	8/25/09
26	El Dorado Farmers Market	8	5 pm	Thu	9/3/09
27	Folsom El Dorado Sacramento Railroad Association Annual Meeting	10	6:30 pm	Wed	10/14/09
28	El Dorado County Historical Society Annual Meeting	2	12 pm	Sat	12/12/09

Twenty-eight (28) public meetings were conveniently held during the past two years at thirteen (13) different venues, primarily located in the critically underserved town of El Dorado, concerning the proposed Project during the past two years. The table above lists the public meetings held, in chronological order, from 9/27/07 to 12/19/09.

Venue No.	Venue	Address/Location
1	Church of Jesus Christ of Latter Day Saints	3431 Hacienda Way, Cameron Park, CA 95682
2	Cold Springs Country Club	6500 Clubhouse Drive, Placerville, CA 95667
3	Diamond Springs-El Dorado Fire Protection District	501 Pleasant Valley Rd, Diamond Springs, CA 95619
4	El Dorado County Board of Supervisors Chambers	330 Fair Lane, Placerville, CA 95667
5	El Dorado County Fairgrounds	100 Placerville Dr, Placerville, CA 95667
6	El Dorado County Historical Museum	104 Placerville Dr, Placerville, CA 95667
7	El Dorado County Parks & Recreation Commission	3000 Fairlane Ct, Placerville, CA 95667
8	El Dorado Farmers Market	corner of Oriental St and Pleasant Valley Rd El Dorado, CA 95623
9	El Dorado Hills Library	7455 Silva Valley Pkwy, El Dorado Hills, CA 95762
10	Folsom City Chamber of Commerce	200 Wool St, Folsom, CA 95630
11	Folsom City Public Library	411 Stafford St, Folsom, CA 95630
12	Proposed Park site	north end of Oriental St, El Dorado, CA 95623
13	On the SPTC, east of the proposed Park site	north end of Oriental St, El Dorado, CA 95623

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Describe how the MEETING locations and times were convenient for RESIDENTS lacking transportation and with various employment and family schedules.

Many of the public meetings were held in the town of El Dorado and nearby town of Diamond Springs. Most of the meetings were held on weekday evenings to accommodate residents who work during the day. Meetings were also held on some weekends during the day to provide more opportunities for residents with other schedules or who do not or are unable to attend weekday evening meetings. Some meetings were also held at the proposed Project site so residents could easily walk from their home to these meetings. Other meetings were also held in the City of Placerville which is accessible via public transit. All meetings were open to the public.

B. For each MEETING listed in the response to 4-A above, what method(s) did the APPLICANT or partnering community based organization(s) use to invite RESIDENTS? In the combined set of MEETINGS, was there a BROAD REPRESENTATION of RESIDENTS?

The public was notified using various methods including: flyers, newspaper notices, website postings, e-mail notices, and with strong advocacy group participation – verbal word-of-mouth invitations were also used to get the word out to the various public meetings as indicated in the table below. There was a broad representation of residents as described in the table below.

MEETING No.	Description of the method(s) used to invite RESIDENTS to this MEETING. (see list of seven examples below)	Number of RESIDENTS who participated in this MEETING.	General description of the RESIDENTS (youth, seniors, families or other groups) who participated in this MEETING.
1	Flyers, Newspaper, website	35	El Dorado residents and trail users, hikers, bicyclists, equestrians, families
2	Invitations and notices to area residents and community leaders interested in establishing a Regional Park in Diamond	12	County commissioners, El Dorado and Diamond Springs residents, and recreation leaders (e.g.

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	Springs and El Dorado		little league coach)
3	Same as #2 with the addition of the Historical Railroad Park concept on the agenda	15	Same as #2
4	Same as #3	12	Same as #2
5	Same as #3 with the addition of El Dorado as an underserved area without parks on the agenda	9	Same as #2
6	Same as #3 with the addition of availability of property for parks on the agenda	9	Same as #2
7	Same as #3 with the addition of other community service needs	10	Same as #2
8	Same as #7	9	Same as #2
9	Same as #7	11	Same as #2
10	Same as #7	8	Same as #2
11 & 12	Email and verbal invitations with concept drawing, photo display, and information table, speeder car ride	30	Families, railroad buffs, area business owners, County dept. director, member of Trails Advisory Committee and member of Parks & Rec. Commission
13	Website and newspaper notice	10	Area residents
14	Invitation with description of program	30	El Dorado County real estate agents
15	Wide-spread advertising for the Fair; signs, banners and flyers inviting Fair-goers to see the Museum which included an information table and concept drawing of the Railroad Park.	1200	Families, seniors, youth, local residents and out of area
16	Public posting of agenda with discussion of Railroad Park as an item on the agenda	9	Museum commissioners, county staff, Historical Society President
17	Email and verbal invitations with table of information on the Park, concept drawing, and description.	25	Museum Commissioners, volunteers, area business owners, area families
18	Public posting of agenda with approval of Railroad Park as an action item on the agenda	9	Museum commissioners, county staff
19	Public posting of agenda with Railroad Park on the agenda	10	Commissioners, county staff
20	Public posting of agenda with Railroad Park on the agenda	20	Board members, JPA staff, trail users in the JPA area: (Sacramento,

El Dorado County Historical Railroad Park and Trail

			County of Sacramento, Folsom, El Dorado County, Light Rail)
21	Email and verbal invitations with a walking tour of proposed park area and handout materials	12	Area business owners
22	Flyers, newspaper notices, Farm Trails publications for the Market, with a table with concept plan and handout materials available	45	Merchants, area residents
23	Email and verbal invitations with a walking tour of proposed park area and handout materials	12	Area business owners
24	Flyers, newspaper notices, Farm Trails publications for the Market, with a table of information, one on one discussion about the concept plan and invitation to comment and provide feedback on the plan for the Railroad Park	35	Merchants, area residents
25	Public posting of the agenda, website, newspaper notice with approval of the Railroad Park on the agenda	24	County Supervisors, staff, county residents and business owners
26	Flyers, newspaper notices, Farm Trails publications for the Market, with a table of information on "GeoToursim" including one on one discussion about the concept plan and invitation to comment and provide feedback on the plan for the Railroad Park	35	County tourism staff, Merchants, area residents
27	Written, email invitation, Association newsletter	12	Members of the Association and their guests
28	Two area newspaper advertisements, Historical Society Newsletter identifying the topic to be presented	35	Members of the Historical Society and their guests, interested area residents

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C. *During the MEETINGS that occurred in the CRITICALLY UNDERSERVED COMMUNITY, how were the RESIDENTS enabled to DESIGN the PARK using goals 1-3? Structure the response by answering the bullets under each goal below.*

Goal 1: The residents worked together to identify and prioritize recreation features that best meet their needs, and reached a general agreement on the type and design of the recreation feature(s) included in the proposed project.

- **Selection of the recreation feature(s):**
Describe the process that enabled the residents to identify, prioritize, and then select, recreation feature(s) for the proposed project.

The proposed multi-use trail recreation feature was the direct outcome of the El Dorado County Sacramento-Placerville Transportation Corridor (SPTC) Master Plan developed after the formation of the SPTC Joint Powers Authority (SPTC-JPA). In July 1991, the SPTC-JPA was formed to purchase the Placerville Branch from Southern Pacific Railway Corporation. The four agencies of the SPTC-JPA are: County of El Dorado, County of Sacramento, City of Folsom, and Sacramento Regional Transit District. The purchase was completed in September 1996. At the time the El Dorado County Board of Supervisors agreed to participate in the purchase, County staff was directed to prepare a draft Master Plan that would identify alternatives for near-term use of the corridor. The SPTC Master Plan was developed in a cooperative process, over a two-year period. The first edition of the Master Plan was finalized in February 2003.

The SPTC Master Plan was developed with public input from two distinct groups of varying preferences: 1) A Community Advisory Committee, including area residents, owners of the property along or near the corridor, advocacy groups that support one or more use concepts, and other area residents; and 2) A Steering Committee of El Dorado County and other local agency representatives. In addition

El Dorado County Historical Railroad Park and Trail

to working closely with these two committees, several additional public outreach programs were utilized from the inception to maximize public input and awareness.

From the early community meetings, a set of “guiding principles” was developed for the preparation of the SPTC Master Plan. Some of the principles of relevance to the proposed El Dorado County Historical Railroad Park and Trail are:

1) The Master Plan process must be open and interactive with the community, 2) historic aspects of the corridor must be preserved, 3) The Master Plan must not jeopardize the commitment to preserve the corridor for potential, future reactivation of rail service, 4) the Master Plan must place a high priority on the safety of neighboring residents and potential users.

The SPTC Master Plan identifies multiple uses for the preserved corridor including excursion trains, bicycle, pedestrian and equestrian trails, and utility easements. The SPTC Master Plan contains by use a majority of the “El Dorado Trail,” a planned concept for a regional trail that spans the entire length of El Dorado County from the western county line to Lake Tahoe. The SPTC Master Plan does not establish priorities implementation schedules but does note that: “Projects will be developed as useable segments. That is, the result of each project should be usable and independent from the need for future projects. Moreover, projects should be proposed with thought given to connectivity, continuity, and consistency with existing projects.” (SPTC Master Plan, VIII. Plan Implementation and Phasing, page 38).

El Dorado County has a Board adopted Bicycle Transportation Plan (BTP) which has established priorities for the development of certain segments of the SPTC usable for bicycle transportation. Twenty-eight (28) of the 53 miles of the

El Dorado County Historical Railroad Park and Trail

SPTC purchased by the SPTC-JPA are within El Dorado County, milepost 119.4 (El Dorado/Sacramento County line to milepost 147.6 at Apex, on the west end of Placerville. The width of the right-of-way varies from as narrow as 66 feet wide to as wide as 225 feet. The BTP was developed with community input from the voluntary County Bicycle Advisory Committee and County Trails Advisory Committee. The SPTC El Dorado Trail segment from Ray Lawyer Drive to Missouri Flat Road is on the highest priority list of Tier 1 projects identified in the BTP. This Class I bike path was recently constructed (in 2009) on this 2.6 mile segment. The next priority segment of the SPTC is the proposed 3.3 mile segment from Missouri Flat Road to Motherlode Drive. Approximately 2.2 miles of this second priority segment of the SPTC El Dorado Trail is included in the proposed Project for this Statewide Parks grant application (*see Item 11, page 181 for a map of the El Dorado Trail.*)

The proposed historical railroad park was conceptually formed in the early 1990s by the County's Historical Museum staff and volunteers to address the need for additional space to preserve, display and operate the County's historically valuable railroad artifacts. Museum staff and volunteers identified potential sites, including several located along the SPTC.

At a meeting of the El Dorado County Parks and Recreation Commission in the summer of 2007, the idea of a park in the town of El Dorado with a railroad theme was presented. The railroad park idea, with its superb location and accessibility, was well received by the Commissioners who suggested that it would fit in their discussions about the need for a regional park in the El Dorado/Diamond Springs area. Museum volunteers and staff then proceeded to bring a rough conceptual drawing to the attention of local residents and community groups for input, suggestions, and feedback.

El Dorado County Historical Railroad Park and Trail

Twenty-eight public meetings were held during the past two years and the concept plan for the railroad park has evolved as a result of those meetings and the public input received. County Museum volunteers contributed approximately 16,500 hours of volunteer service during the 2008/2009 fiscal year. Out of the 80 or museum volunteers, there are currently about 25 active volunteers dedicated to developing the railroad park and restoring historical railroad artifacts. A formal proposal of the railroad park was developed and a draft was presented to the El Dorado County Historical Museum Commission in May 2009. After incorporating comments from the Commissioners, the proposal was finalized August 6, 2009 and presented to the SPTC-JPA on Aug. 10, 2009 and then to the County Board of Supervisors on August 25, 2009. The County Board of Supervisors directed the Department of Transportation and Museum staff to work together on the development of the site plan and to obtain funding for the El Dorado County Historical Railroad Park.

- **Design of the recreation feature(s):**

Describe the process that enabled the residents to provide design ideas for the selected recreation feature(s). List the residents' ideas that will be included in the design of the recreation feature(s).

The concept drawing with the proposed features were shown at the various public meetings noted above. Ideas from residents that will be included in the design:

- 1) multi-use trail to accommodate bicycle, pedestrian and equestrian use, 2) reproduction of the Historic El Dorado Depot for use as an information center and to display historical railroad exhibits and artifacts, 3) trail information such as maps of the El Dorado Trail, and community events, 4) picnic area, 5) clean and well-lit restroom facilities, 6) improved parking, 7) lighting, and 8) ADA accessibility.

El Dorado County Historical Railroad Park and Trail

Goal 2: The residents engaged in a process to reach a general agreement on the location of the recreation feature(s) within the park.

- **Location of the RECREATION FEATURE(S) within the PARK:**

Describe the process that enabled the RESIDENTS to express their preferences for the location of the RECREATION FEATURE(S) within the PARK. List the reasons that will be used for the location of the RECREATION FEATURE(S) within the PARK.

Public meetings were held at the site where residents were asked for their preferences for the location of the recreation features within the park. The existing location of the unpaved trail and original historical railroad track are already in place. The location of the other recreation features is limited due to the topography, existing locations of the track and trail, and narrow parcel. The public expressed a strong preference to locate the reproduction Depot building on the footprint of the original El Dorado Depot. There is a level area near a seasonal creek that was identified as the preferred location for the picnic area.

Goal 3: The RESIDENTS engaged in a process to provide other PARK DESIGN ideas, including solutions for safe public use, and PARK beautification such as landscaping and public art.

- **Safety and PARK beautification:**

Describe the process that enabled the RESIDENTS to provide PARK DESIGN ideas for safe public use and PARK beautification. List the RESIDENTS' ideas that will be included in the proposed PROJECT.

At the various public meetings that were held, residents provided the following ideas for safe public use and park beautification: 1) pave the trail and provide paved ADA accessible pathways to the trail and picnic area to accommodate the needs of seniors, disabled individuals, and children in strollers; 2) provide outdoor lighting of walkways and parking areas, 3) currently, the site is full of weeds and dirt and is unusable space; adding paved walkways and landscaping, will beautify the park space, creating an attractive place for trail users to stop and rest, and for residents to come and enjoy the open space.

El Dorado County Historical Railroad Park and Trail

5. Sustainable Techniques (0-11 points)

Describe how the PROJECT will provide efficient use of water and other natural resources by answering the following:

A. How will the PROJECT include the following sustainable techniques?

1. Use of water efficient irrigation system that includes a rain sensor and soil moisture meter, **or** on-site water recycling that reduces potable water consumption.
2. Incorporate pervious surfaces or other technique(s) such as bio-swales or grading to capture storm water for infiltration or irrigation **or** cleanse storm water before release.
3. At least 10% of the materials for PROJECT construction will consist of recycled materials, **or** construction waste will be minimized by the separation and recycling of recoverable materials generated during construction.
4. Landscaping that excludes the use of invasive plants and instead features drought tolerant or climate appropriate non-invasive native turf, trees, shrubs, plants, and ground cover, **and** minimizes the use of toxic pesticides and inorganic fertilizers.

Use the following format to list and describe each sustainable technique in response to A above.

5-A Sustainable Technique	Description of the sustainable technique
Water Efficient Irrigation	The proposed park will utilize both rain sensors and soil meters to deliver the proper amount of water.
Oil / Water separators	The proposed project will incorporate oil / water separators and interceptor vaults in the storm water drainage network. This will allow any oil or sediment pollutants to separate from the runoff before being discharged into the offsite drainage network and environmentally sensitive areas.
Use of at least 10% recycled materials	The proposed project will use at least 10% recycled materials. This is primarily due to salvaging of onsite dirt removed with grading will be reused to fill other areas on the proposed project site. Additionally, recreational amenities such as picnic tables, etc will be obtained from recycled sources or materials. Finally, any other onsite materials, such as fencing, will be reused whenever possible.
Drought-tolerant landscaping	The proposed project will include a native and drought-tolerant planting palate to maximize the transplantation success rate, minimize water usage, eliminate the need for pesticides and fertilizers, and minimize maintenance costs of the landscaping.

El Dorado County Historical Railroad Park and Trail

B. How will the PROJECT include other energy, water, and natural resource conservation techniques that are not listed in question A above?

Use the following format to list and describe each sustainable technique in response to B above.

5-B Sustainable Technique	Description of the sustainable technique
Low-flow water fixtures	Low-flow water fixtures installed in restrooms to reduce water consumption
Energy efficient outdoor lighting	Outdoor walkways and parking lot lighting will be LED, Induction, or other energy-efficient lighting.
Natural lighting in buildings	Skylights and other natural lighting techniques will be used in the proposed structures, wherever possible, to reduce the need for interior lighting.
Cooling/heating system efficiency	The buildings for the project will be equipped with High Efficiency (90% or higher) HVAC systems to reduce energy usage.
Comprehensive building insulation	The buildings will be insulated to a standard at minimum 20% higher than required by code.

6. Project Funding (0 points)

Describe how the requested GRANT and additional COMMITTED FUNDS, if any, will meet all costs needed to complete the PROJECT by answering the following:

A. Will the requested GRANT plus the additional COMMITTED FUNDS (if any) meet all costs needed to complete the PROJECT, or are additional funds needed?

Yes, the requested grant amount is anticipated to meet all costs needed to complete the proposed project. The project cost estimate was prepared by a licensed civil engineer in the State of California, experienced with park development and construction costs.

If additional funds are needed, explain when the funds may be COMMITTED, and identify the funding source(s) and amount(s).

No additional funds are anticipated to be needed to construct the proposed project.

The cost estimate includes some contingency for future cost increases.

El Dorado County Historical Railroad Park and Trail

7. Fees and Hours of Operation (5 points)

Describe how youth, seniors, and families affected by poverty will have DAILY ACCESS by answering the following:

- A. *What will be the Monday through Sunday hours of operation to accommodate various needs of youth, seniors, and families?*

The proposed park and trail will be open to the public daily during daylight hours (dawn to dusk). Additionally, the Depot facility will be equipped with indoor lighting to allow night use of the facility for special events. Outdoor lighting of sidewalks and parking areas will be provided to enhance the safety for pedestrians and motorists traveling through the park during the evening.

- B. *Will youth, seniors, and families be charged entrance or membership fees? If so, list each fee, identify if the fee is daily, weekly, or monthly, and explain why the fee will not prevent DAILY ACCESS for youth, seniors, and families affected by poverty.*

The public will not be charged a fee to use the proposed park/trail. Access to the park will not be closed at anytime. However, the Depot and restroom facilities will have designated hours when open to the public. The future Railroad Museum may have a suggested donation box. The future rolling stock may have a fee to defray operating costs. The Railroad Museum and other railroad features are beyond the scope of this proposed Project. Other funding will be sought by the County Railroad Museum.

8. Youth Outdoor Learning Employment or Volunteer Opportunities (3 points)

Describe how the PROJECT will include employment or volunteer OUTDOOR LEARNING OPPORTUNITIES for the RESIDENTS, CALIFORNIA CONSERVATION CORPS, or CERTIFIED LOCAL CONSERVATION CORPS members by using the format below to answer A and B:

- A. What types of employment or volunteer OUTDOOR LEARNING OPPORTUNITIES will be available for RESIDENTS or corps members during the planning phase (see criteria # 4 above) or by PROJECT COMPLETION (such as landscaping or creating public art)?
- B. How many RESIDENTS or corps members will receive the employment or volunteer OUTDOOR LEARNING OPPORTUNITIES?

El Dorado County Historical Railroad Park and Trail

Use the following format to answer A and B above:

A	B
<i>Brief Description of the Employment or Volunteer Outdoor Learning Opportunity</i>	<i># of Residents or corp members</i>
Pre-construction site preparation (clearing and grubbing), Employment, California Conservation Corps	50
Landscaping, Employment, California Conservation Corps	50
Planting trees, volunteer, local middle and high school students & local El Dorado Trade School students	200
Natural habitat restoration, volunteer, local middle and high school students	100
Public art, volunteer, local residents & middle/high school students	50

9. Community Challenges and Project Benefits (0-15 points)

Describe the CHALLENGES in the CRITICALLY UNDERSERVED COMMUNITY that contribute to the urgent need for a NEW PARK or NEW RECREATIONAL OPPORTUNITIES, describe the PROJECT's benefits, and describe the APPLICANT'S abilities to deliver the PROJECT to the CRITICALLY UNDERSERVED COMMUNITY by answering the following questions:

A. *What CHALLENGES are present within the CRITICALLY UNDERSERVED COMMUNITY that contributes to the need for a NEW PARK or NEW RECREATIONAL OPPORTUNITIES?*

Lack of Space: The community of El Dorado is one of the oldest mining settlements in the County with the town itself being California Historical Landmark #486. In the mid 1800's, El Dorado became the center of a mining district and a crossroads for freight and stagecoach lines. The town was developed around the needs of the miners with little planning or vision for the future as a balanced community. Consequently, no space was designated for public recreation, and even today the closest land zoned for recreational uses is over 2 miles away and meant to serve (in the future) nearby Diamond Springs. The closest developed park is over 4 miles away in the City of Placerville. Despite this inconvenience, the town of El Dorado and the area along the El Dorado Trail is heavily residential and lacks any common open space for public use. The surrounding area is essentially built out with

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commercial and residential development leaving only the former railroad corridor as a viable location for a park and trail. The proposed project is consistent with future use designated in the SPTC Master Plan and would provide open space for free public outdoor recreation in an area that lacks such amenities.

Lack of Existing Facilities: As mentioned above, there are no developed parks or trail systems within the vicinity of the project site. The Placerville Area Parks and Recreation Master Plan was recently finished and included public input over the past several years. When asked, in written and online surveys, what additional park facilities were desired by the public, the most commonly selected facilities were walking and biking trails. In the vicinity of the proposed project, there are no designated walking and biking trails except for the completed portions of the El Dorado Trail itself. At the public workshops held for the Master Plan document development, the public identified “Hiking, Equestrian, and Bike Trails” along with “New Park Land” as the top two responses to the question of how limited resources should be allocated for parks and programs. The proposed project would directly address these two directives by extending the El Dorado Trail another 2.2 miles and providing a new park destination at the western end.

Lack of Funding: As with many jurisdictions, funding for parks and recreation is scarce. Due to the recent economic downturn, the County in particular was forced to significantly down-size through layoffs of County employees and elimination and absorption of County departments. The County’s Parks Division of the General Services Department was dissolved and its functions were assimilated into the Department of Transportation. Despite this, the County remains committed to providing useful parks and recreation areas to its citizens as evidenced by the recent completion of an additional 2.5 mile stretch of the El Dorado Trail (Forni Road to Missouri Flat Road portion). The County has also contracted

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with Foothill Associates to develop the much needed County Parks and Trails Master Plan which should be available later this year. Finally, the County is developing a Capital Improvement Plan (CIP) specifically to budget for Parks and Recreation related facilities as identified and prioritized in the forthcoming Master Plan. The County put funding for these efforts aside many years ago and a large portion of the funds for the recently completed El Dorado Trail segment was obtained through grant funding. The County's only mechanism to obtain funding for the construction of new parks and trails is through collection of Quimby Fees. This does not typically cover the whole cost to develop new facilities and most developers take the "in-lieu" option of providing park land/open space on their project site. Unfortunately, these parks are small and usually only provide for the residents of the new development, leaving older developed communities with no new park land. Additionally, if there is no new development proposed in the area of a wanted project, Quimby Fees do little to provide new parkland to critically underserved communities such as El Dorado townsite. However, the County does collect funds through property taxes and user fees for an Accumulated Capital Outlay (ACO) account to provide for maintenance of all parks and trails. Consequently, the County has relied heavily on grant opportunities to provide funding for the construction of new parks and trails.

Significant Poverty: A study conducted by the California Food Policy Advocates (2002) ranked El Dorado County as a whole 52nd out of 58 counties in California in poverty and 55th in child poverty. Proximate to the proposed project and as indicated by the Community Fact Finder report, the community adjacent to the proposed project experiences significant poverty with more than 50 families living below the poverty line.

The eastern end of the proposed trail extension begins near the Gold Country Retirement Center, a 14 acre campus providing Independent Living, Assisted Living, Skilled Nursing,

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and Memory Care for seniors living on fixed incomes. These seniors have very few free facilities for recreation nearby. The proposed project would provide a free trail, accessible to all ages and abilities that leads to a new park with picnic tables and areas to relax and enjoy the natural setting. Additionally, children from the nearby Herbert Green Middle School could easily ride bikes from school down the trail to the park and the future railroad exhibit planned for the site for free.

At-Risk Youth: The proposed project is located in an area where some children are considered to be “at risk” (youth who are abused, suicidal, experiencing school failure, runaway or thrown out of their home, or engaging in delinquent behavior). The park portion of the proposed project is located adjacent to the El Dorado Trade School, a vocational, academic, and social skills school for at-risk children grades 7 to 12. The proposed project would provide free outdoor recreation and history curriculum to youths from this facility in addition to area residents to advance their educational development.

Low Property Values: The proposed project is located in an area where property values have plummeted significantly. Land values in nearby Placerville have dropped 40% in the past 5 years and 13% in the past year alone according to Zillow.com. The Trust for Public Lands states studies in a wide range of urban areas have documented increases in real estate value for residences located near parks, with increments in real estate value attributed to individual parks ranging into millions of dollars.

B. How will the PROJECT benefit the health and quality of life for youth, seniors, and families by improving the community’s recreational, social, cultural, educational, and environmental conditions?

Provides Recreation Space: The proposed project will provide approximately 33 acres of space to recreate in an area with 0 acres of existing parkland per 1,000 residents. The project site lies directly adjacent to, and within easy walking distance of, Herbert Green

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Middle School, El Dorado Trade School, and Gold Country Retirement Center. The project will provide 2.2 miles of multi-purpose trail, accessible to all age groups and abilities, for which to walk, run, ride bicycles, and ride horses. The project will be the only designated park space in the Town of El Dorado and improves the only designated trail for all to use. The County has policies that require connection of future development with pedestrian and non-vehicular access, which would build on the trail network established by this project.

Increased Health: The project will directly benefit the health of local residents of all ages by providing a free space to recreate and exercise. Parks, such as the proposed project, provide children with opportunities for play, which is critical in the development of muscle strength and coordination, language, and cognitive abilities. A landmark report by the U.S. surgeon general in 1996 found that people who engage in regular physical activity benefit from reduced risk of premature death; reduced risk of coronary heart disease, hypertension, colon cancer, and non-insulin-dependent diabetes; improved maintenance of muscle strength, joint structure, and joint function; reduced body weight and favorable redistribution of body fat; improved physical functioning if they suffer from poor health; and healthier cardiovascular, respiratory, and endocrine systems. One of the greatest challenges facing American youth today is childhood obesity. American children have become more and more sedentary driven by such cultural norms as computer usage, television watching, and video game playing. The National Center for Chronic Disease Prevention and Health Promotion estimates Childhood Obesity has more than tripled in the past 30 years. The prevalence of obesity among children aged 6 to 11 years increased from 6.5% in 1980 to 19.6% in 2008. The prevalence of obesity among adolescents aged 12 to 19 years increased from 5.0% to 18.1%. The Center for Disease Control identifies addressing physical activity and increasing opportunities for children to engage in physical

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activity, along with healthy diets, as the best ways to combat childhood obesity. With its closeness to multiple senior and educational centers, the site will be accessible to all ages and abilities and will contribute to the overall health and well being of nearby residents.

The County envisions bicycle field trip excursions from local schools along the proposed trail ending at the proposed park where, in the future, there will be actual historic railroad rolling stock and exhibits commemorating the history of the Town of El Dorado.

Enhanced Quality of Life: Studies collected by the Trust for Public Lands have shown that parks build healthy communities by creating stable neighborhoods and strengthening community development. Residents of neighborhoods with public common spaces enjoy stronger social ties creating “social capital”. When people work together in a community to create a park, they get to know one another, trust one another, and look out for one another, and are invested in maintaining the project properly. Community groups that have directly contributed to the public development of this project include: El Dorado County Historical Museum Commission, El Dorado County Historical Society Board, El Dorado County Trails Advisory Committee, El Dorado Merchants Association, El Dorado Museum Foundation, El Dorado Western Railway Foundation, Friends of Diamond Springs and El Dorado Community National Pony Express Association, Town of El Dorado Community Hall Association, Trails Now! Not only is the proposed project the culmination of years of input by the public, its construction will afford the public the opportunity to volunteer and be a part in creating a community asset that all may enjoy. The County envisions many volunteer opportunities from these groups and local residents during the construction phase of development.

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Increased Social Opportunities: The project will provide an all-ages, all-abilities multi-purpose trail and park in an area that currently has none. The El Dorado townsite area is devoid of pedestrian friendly facilities such as sidewalks and trails. As previously mentioned, there is no designated park in the Town of El Dorado. The project will provide a much-needed common area in which the residents can congregate and socialize, and exercise together. In addition to the physical benefits of regular exercise, studies from the US Department of Health and Human Services have shown regular physical activity reduces feelings of stress, depression, and anxiety and promotes psychological well-being. A study by the University of Illinois (1998) showed that residents of neighborhoods with greenery in common spaces are more likely to enjoy stronger social ties than those who live surrounded by barren concrete. The proposed Depot/information center and picnic tables will provide an area for groups to meet and enjoy the setting. Additionally, the project will provide an outdoor area for events such as Farmer's Markets and other events associated with the adjacent El Dorado Community Hall.

Increased Cultural Opportunities: The proposed park and trail are located in one of the most historic places in El Dorado County's early development. The El Dorado community was one of the first gold mining towns in the State of California, and was located at the hub of the transportation network between the "Gold Country" and San Francisco. The El Dorado Trail parallels the historic Sacramento Valley, Central Valley, and Southern Pacific Railroad route. Residents of all ages will experience the same route and views that early pioneers experienced in the formative days of the Town of El Dorado (Mud Springs). The project seeks to capture this history and make it accessible to the public. In addition to retracing the historic railroad route, the project will produce a historically accurate reproduction of the El Dorado Depot (originally built in 1888). In future phases of the

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project, the El Dorado County Historical Museum will relocate restored locomotives and rolling stock to the site to offer hands-on experiences of railroad history. The County anticipates historical markers and historically-significant artifacts to be located around the park for the public to enjoy.

Increased Educational Opportunities: In concert with the cultural opportunities of the site, the proposed project will provide educational opportunities to area residents.

Information about the history of El Dorado County's early development from the Native Americans to miners to the stagecoach and railroad will be displayed in the Depot/information center and kiosks along the trail and park area. The project itself would serve as an example of energy-efficient design with its low-energy consuming lighting, solar panels, drought tolerant landscaping species, and low-flow water fixtures. In future phases of the project, once the historic railroad artifacts are brought to the site, the County envisions demonstrations and exhibits by local volunteers and docents recounting El Dorado's place in railroad and Gold Rush history. The County anticipates the trail and park as a field-trip destination for local school children to further their education and experience the history of the area for free.

Increased Environmental Protection/Benefits: The project site contains large areas of exposed earth adjacent to the railroad track and along the entire length of the unimproved trail. The rail corridor was originally constructed in the 1800's solely for the use of the railroad, so a secure foundation for the trains, drainage away from the track, and clearance from surrounding vegetation were the sole priorities. The project site has essentially remained in this state with little alteration ever since. Drainage is currently allowed to flow through the areas of exposed earth and into the creek untreated. Storm water collects in various places throughout the site and does not clear for days after storm events. In

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addition, the site has been used for illegal dumping and littering as the area is secluded and forgotten. The proposed use of the corridor as a multi-purpose trail and park requires much different priorities and infrastructure. The project proposes to regrade the site to achieve proper drainage and install landscaping and revegetation of exposed areas to both beautify and stabilize eroding areas. Proper storm drainage using oil / water separators will be installed to filter runoff and protect environmentally sensitive areas. Additionally, the increased landscaping and trees will provide some habitat for local fauna and serve to beautify the area. The project itself will be energy efficient using solar and natural lighting, low-flow water fixtures, rain sensors on irrigation, high-efficiency insulation, and energy-efficient heating and cooling systems. Finally, since most vicinity residents already must take vehicular transit to get to the next closest park, the project would eliminate the need for these trips, contributing to increased air quality, reduce car5on emissions and decreased energy consumption.

Increased Property Values: Many studies have shown that parks, open space, and recreation areas increase the values of surrounding properties. A study by Bolitzer & Netusil, (2000) indicated that a 1 to 3% increase in property values within 1,500 feet of an urban park is average. A study by Miller (2001) suggests the amount is as much as 22%. While the potential amount of property value increase due to the proposed project is unknown, it is safe to assume that development of the site as a free public recreational amenity would have a positive impact on surrounding land values.

Increased Safety: The project will regrade the site and redesign the drainage infrastructure to eliminate the ponding that occurs throughout the project site. Lighting is planned throughout the park area to ensure safety of park patrons.

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C. What administrative and operational experience or capacity does the APPLICANT have to ensure PROJECT COMPLETION and long term operation and maintenance of the PROJECT?

As mentioned above, all of the duties of the former County Parks and Recreation Department are now the duties of the Department of Transportation. DOT is responsible for construction and maintenance of the County's various parks and recreation facilities. DOT currently maintains three large County parks, in addition to all County roadways, County facilities, and the El Dorado and Rubicon Trails. DOT has a long-standing tradition of delivering construction and capital improvement projects in a timely manner and within budget. DOT is currently developing a Capital Improvement Plan (CIP) specifically for parks development, similar to the CIP for roadway projects. As part of the Parks CIP, funding for long term maintenance and operation of recreational facilities is identified. Our Project Manager is a licensed civil engineer with over 25 years experience delivering projects such as this in multiple public jurisdictions. As mentioned above, our most recent recreational project, the 2.5 mile Forni Road to Missouri Flat Road extension of the El Dorado Trail, was selected for the 2009 Sacramento Area Council of Governments (SACOG) Salutes! Special Recognition award winner and was additionally selected by the Sacramento Section of the American Society of Civil Engineers to receive their 2009 History and Heritage Project of the Year award.