

**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**

RESOLUTION NO. 99-0660

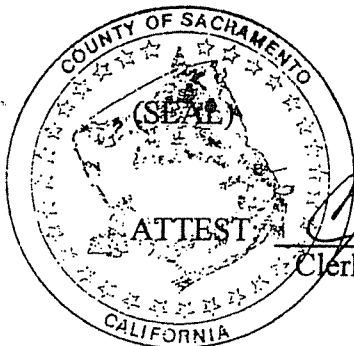
on May 25, 1999
Dated May 26, 1999
Clerk of said Board of Supervisors
By Gwynne Dickinson
Deputy

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



Giddy H. Turner
Clerk of the Board of Supervisors

FILED

MAY 25 1999

Gwynne Dickinson
BY
CLERK OF THE BOARD

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

MAY 25 1999

By Gwynne Dickinson
Deputy Clerk, Board of Supervisors

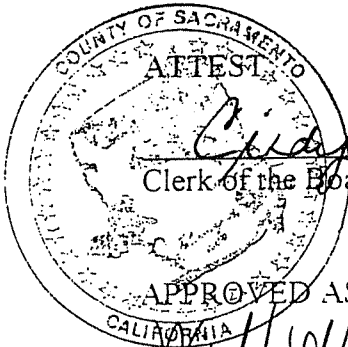
COPY

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

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

By:

Muriel F. Johnson
Chairperson, Sacramento County
Board of Supervisors



ATTEST

Clayton H. Turner
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

W. H. Ward
Administrator, Public Works Agency

APPROVED AS TO FORM:

Ray C. Thompson
Ray C. Thompson
Deputy County Counsel

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

By: Muriel P. Johnson
Muriel P. 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:

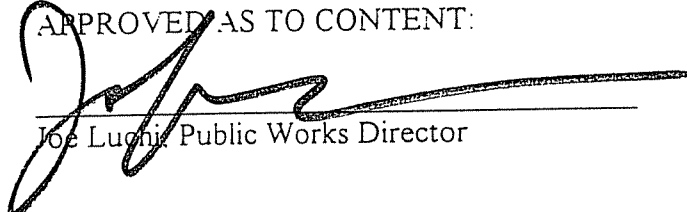
By: _____
Mark Gilbert, Chief Legal Counsel

**CITY OF FOLSOM,
a municipal corporation**




Mayor

APPROVED AS TO CONTENT:



Joe Luchini, Public Works Director

APPROVED AS TO FORM:



Martha Lofgren, City Attorney

ATTEST:



City Clerk

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

COPY

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

DEPARTMENT: TRANSPORTATION

DATE: 4/28/99

CAO USE ONLY

CONTACT: Kris Payne *WRP* /nk

PHONE: 5926

C TOM 4/30/99

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

CAO RECOMMENDATION:

CAO CONCURS

Financial impact? ☐ Yes ☒ 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 ☒ No

Change in Policy ☐ Yes ☒ No

New Personnel ☐ Yes ☒ No

CONCURRENCES:

Risk Management _____

County Counsel _____

Other _____

APR 30 11:55 AM '99
CLERK OF SUPERVISORS
EL DORADO COUNTY

BOARD ACTIONS:

MAY 11 1999

- APPROVED AND CHAIRMAN AUTHORIZED TO SIGN.

Vote: Unanimous _____ Or

Ayes: SOLARO, HUMPHREYS, BRADLEY, NUTTING, NIELSEN

Date: *May 14, 1999*

Noes: NONE

Attest: DIXIE L. FOOTE, Board of Supervisors Clerk

Abstentions: NONE

Absent: NONE

By: *Margaret E. Moody*

Deputy Clerk

Rev. 2/96 j:\agenda\win95

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

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

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: 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

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.

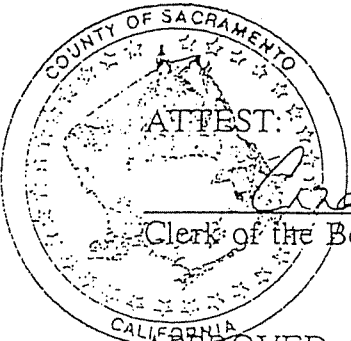
3. This Amendment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

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



Cindy H. Turner
Clerk of the Board of Supervisors

I hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the Board of Supervisors, County of Sacramento.

JUN 24 1997

By: Alvin Garbar
Deputy Clerk, Board of Supervisors

APPROVED AS TO CONTENT:

Warren H. Harada
Warren H. Harada, Administrator
Public Works Agency

APPROVED AS TO FORM:

Ray C. Thompson
Ray C. Thompson
Deputy County Counsel


SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation

By: _____

Dave Cox, Chairman

By: _____

Pilka Robinson, General Manager

Approved as to legal form: 

By:

Mark Gilbert, Chief Legal Counsel

CITY OF FOLSOM,
a municipal corporation

Mayor

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation

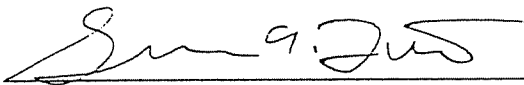
By: _____
Dave Cox, Chairman

By: _____
Pilka Robinson, General Manager

Approved as to legal form:

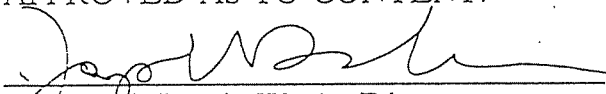
By: _____
Mark Gilbert, Chief Legal Counsel

CITY OF FOLSOM,
a municipal corporation



Glenn A. Fait, Mayor

APPROVED AS TO CONTENT:



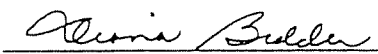
Joe Lucki, Public Works Director

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

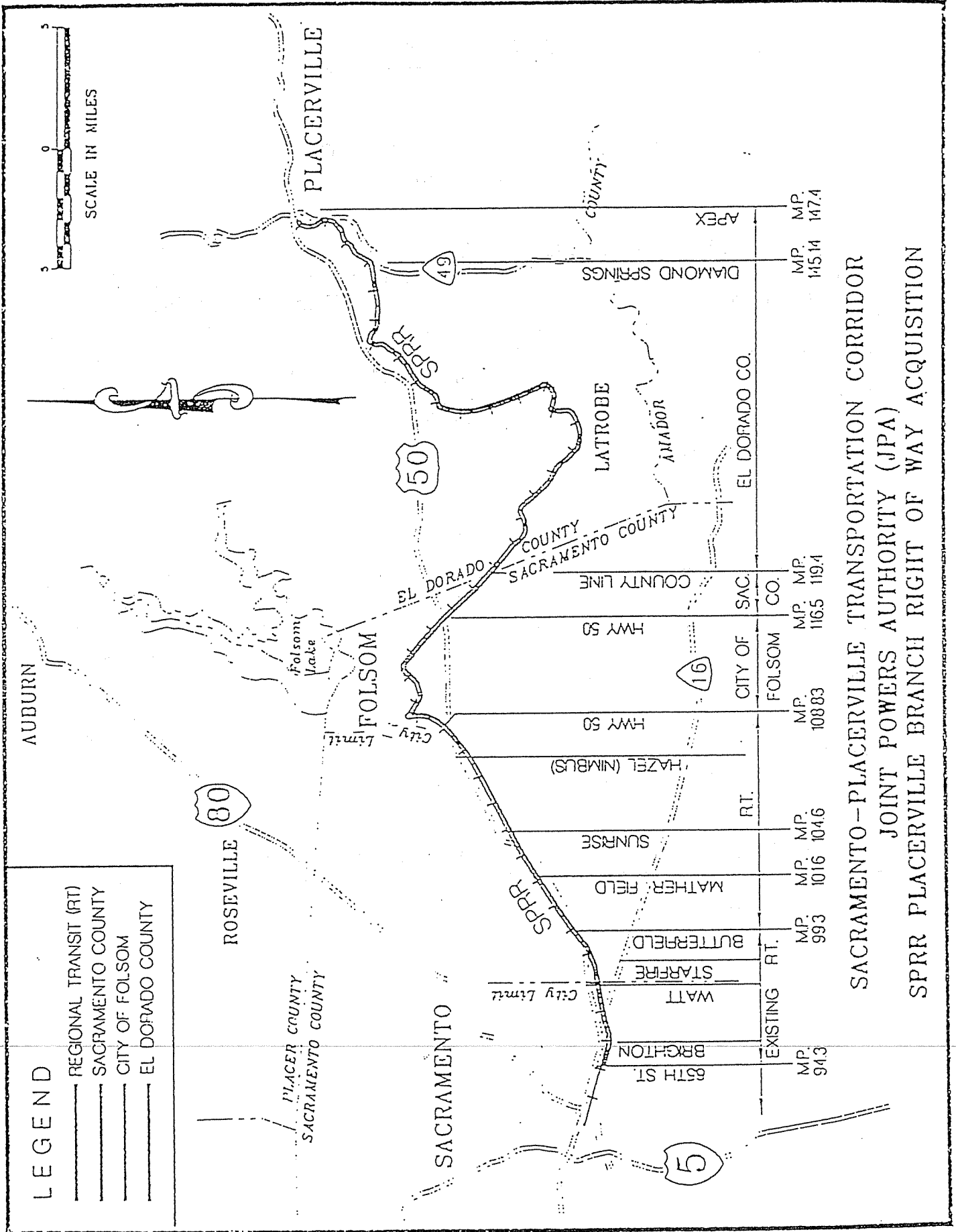
SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

By: Robert Y. 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

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.

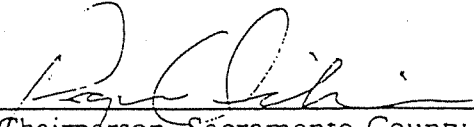
16. Integration, Amendment and Waiver. This AGREEMENT is the entire AGREEMENT, and supersedes all prior and contemporaneous agreements, representations and understandings, of the parties concerning the subject matter hereof. No supplement, modification or amendment of this AGREEMENT shall be binding 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.

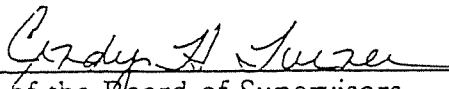
18. Grant Conditions. This Agreement is subject to financial assistance contracts between some of the MEMBER AGENCIES and the United States of America, acting through the U.S. Department of Transportation, Federal Transit Administration (hereinafter "FTA"), and between some of the MEMBER AGENCIES and 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.

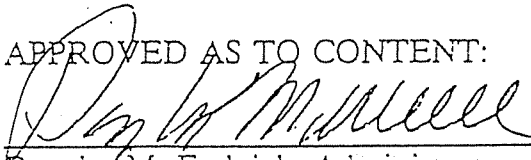
COUNTY OF SACRAMENTO, a political
subdivision of the State of California

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

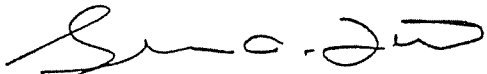
SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation

By: _____
Dave Cox, Vice Chair

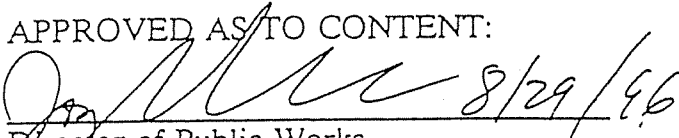
By: _____
Pilka Robinson, General Manager

By: _____
Mark Gilbert, Chief Legal Counsel

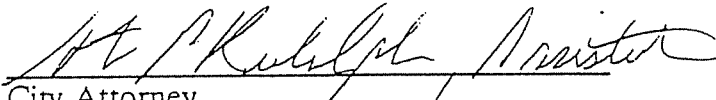
CITY OF FOLSOM,
a municipal corporation


Mayor

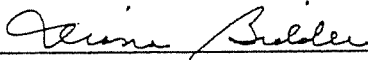
APPROVED AS TO CONTENT:

 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

Bldte
(8/20/96)

ATTEST:

DIXIE L. FOOTE

Clerk of the Board of Supervisors

By: Marion E. Moody

Deputy Clerk 8/20/96

SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

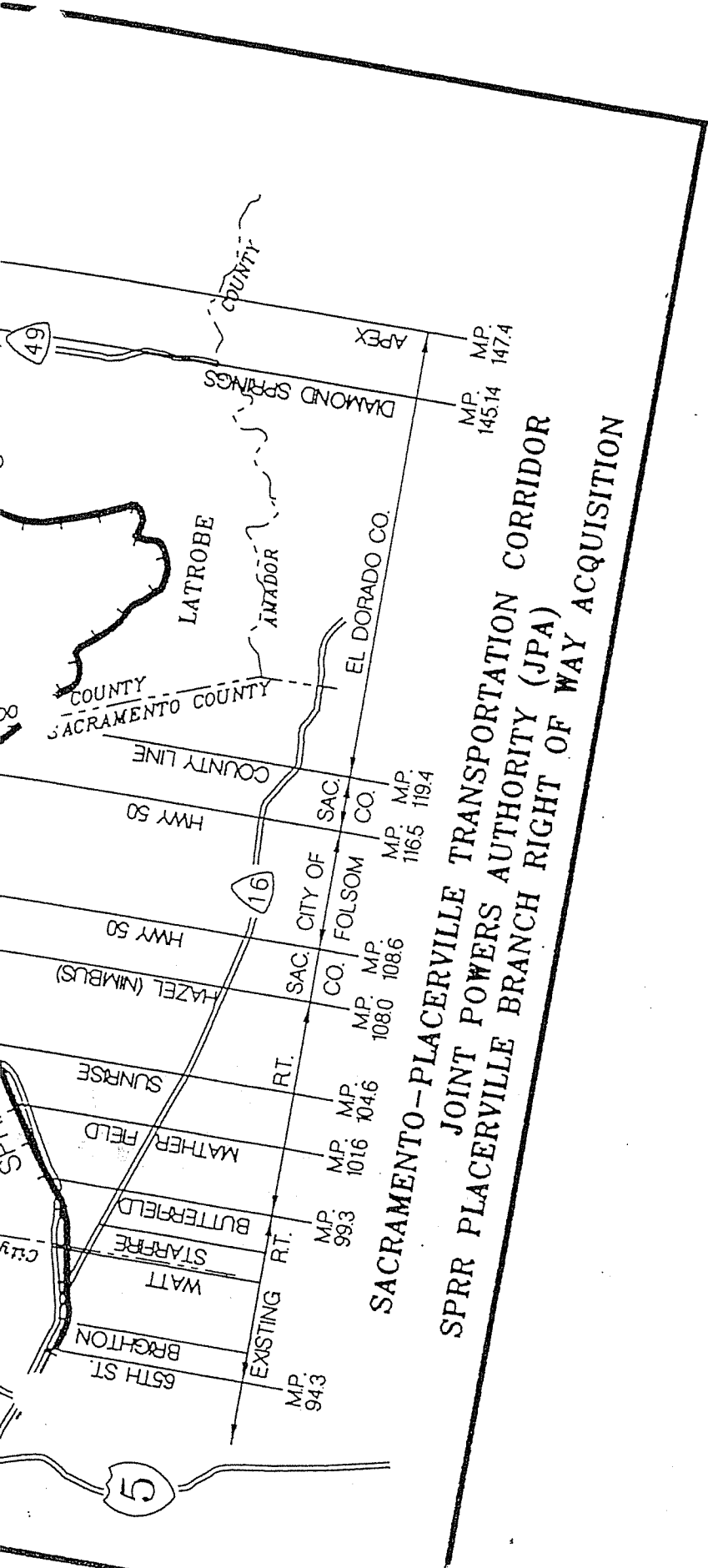
By: Robert Holderness
Robert Holderness, Chair

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

EXHIBIT C

(Form of Easement Agreement)

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Sacramento Placerville Transportation Corridor

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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "AGREEMENT") is made effective as of the ____ day of August, 1996, by and between the SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("SPTC-JPA"), as grantor, and _____, a _____ (the "GRANTEE"), as grantee.

1. Grant of Easement. SPTC-JPA hereby grants to GRANTEE an easement (the "EASEMENT") in, on, under, over and through the entire real property (the "PROPERTY") described on Exhibit A, attached hereto and incorporated herein. The EASEMENT shall be in gross and personal to GRANTEE, its successors and assigns. The EASEMENT may be used for any lawful purpose, subject to the restrictions set forth in Section 2 hereof.

2. Use of the Property. The parties hereto acknowledge that the PROPERTY is but one segment of a continuous rail corridor (the "RAIL CORRIDOR") extending from Milepost ____, in Sacramento, California, to Milepost ____, in Placerville, California. The parties hereto further acknowledge that some portions of the RAIL CORRIDOR may be subject to reversionary rights in the event portions of the PROPERTY (a) cease to be used for transportation purposes and/or (b) are used for purposes inconsistent with any Notice of Interim Trails Use issued by the Interstate Commerce Commission or Surface Transportation Board and any amendments thereto

or extensions thereof (the "NITU's"). Notwithstanding anything to the contrary in this AGREEMENT or in the Reciprocal Use and Funding Agreement, dated _____, 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)