

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

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

THIS FIFTH AMENDMENT TO RECIPROCAL USE AND FUNDING AGREEMENT (the "Fifth Amendment") is made effective as of the 1st day of June 2023, by and among 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 ("JPA").

Recitals

A. WHEREAS, effective August 31, 1996, the parties hereto entered into that certain Reciprocal Use and Funding Agreement, which agreement was amended effective September 6, 1996, February 22, 1999, September 2, 2003, and May 9, 2016 (as amended, the "Agreement"); and

B. WHEREAS, Folsom and RT own concurrent easements in a portion of the Rail Corridor located along Folsom Boulevard in the City of Folsom, California, which were granted to them by the JPA (the "Folsom Boulevard Easements"); and

C. WHEREAS, RT owns and operates a public transportation system within the County of Sacramento, including the area encompassed by the Folsom Boulevard Easements, and plans to expand its system by constructing parallel tracks in a portion of that area; and

D. WHEREAS, the parties desire to amend the Agreement and RT's Folsom Boulevard Easement to modify the description of RT's Easement and "Operating Zone"; and

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

Amendment

NOW THEREFORE, the parties hereto agree as follows:

1. Except as otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Agreement.
2. Exhibit A of the Agreement, as previously amended, is hereby replaced in its entirety by Exhibit A of this Fifth Amendment, attached hereto and incorporated herein.
3. Concurrently with the execution of this Amendment, JPA will execute and record the First Amendment to RT's Folsom Boulevard Easement, the form of which is set forth in Exhibit B (the "RT Easement Amendment"), attached hereto and incorporated herein. Except as the RT Easement Amendment modifies Folsom's and RT's respective rights and obligations with respect to the Property, all terms and conditions of the parties' current easement agreements with the JPA will remain unchanged.
4. This Fifth 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.

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

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

By: _____
Henry Li, General Manager/CEO

By: _____
Olga Sanchez-Ochoa, General Counsel

**CITY OF FOLSOM,
a municipal corporation**

By: _____
Elaine Andersen, City Manager

Approved as to Form:

By: _____
Steven Wang, City Attorney

ATTEST:

By: _____
Christa Freemantle, City Clerk

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

By: _____
Sarah Aquino, Chair

By: _____
Brett Bollinger, CEO

APPROVED AS TO LEGAL FORM:

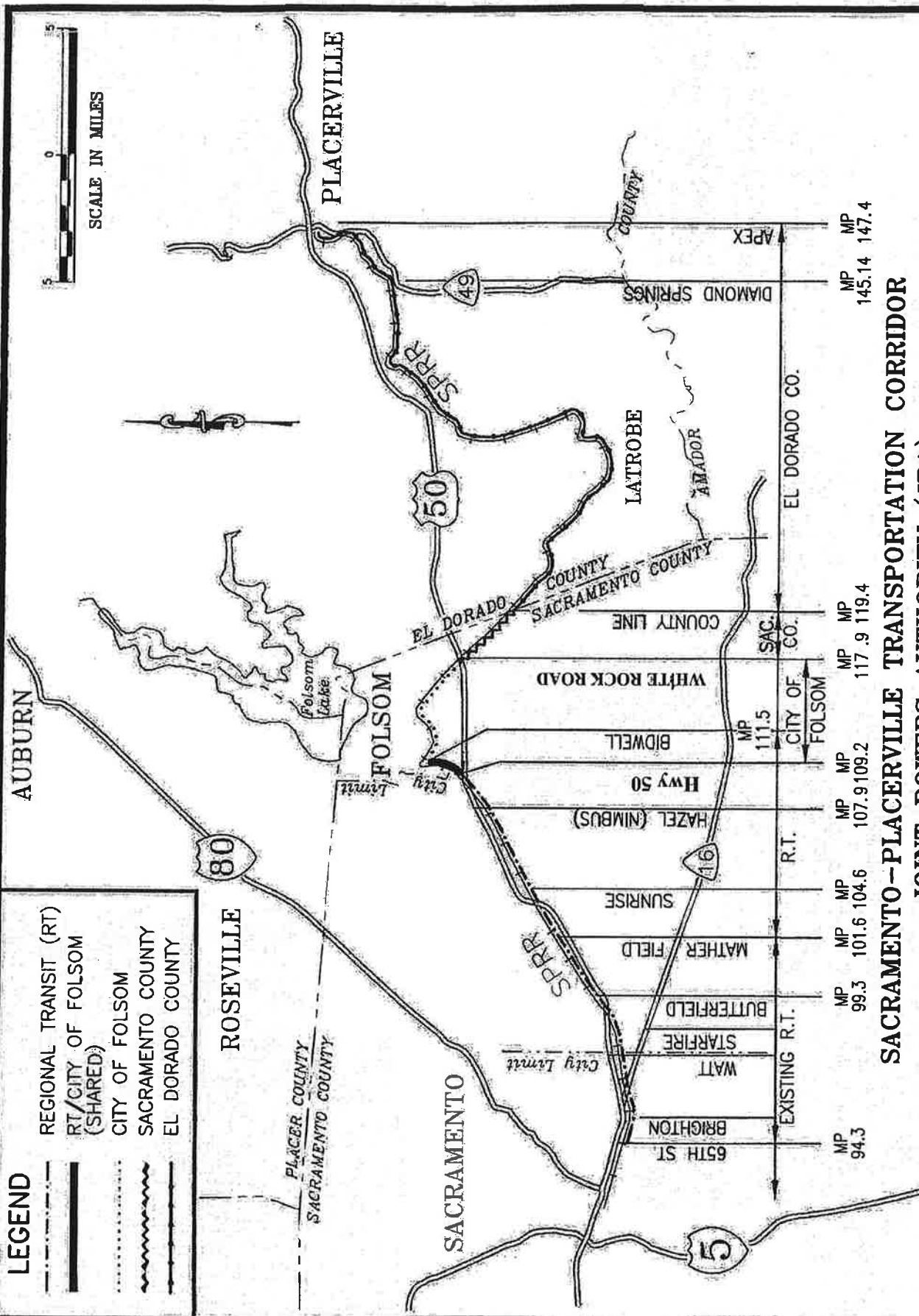
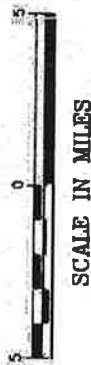
By: _____
Paul J. Chrisman, General Counsel

EXHIBIT A

Map of Allocated Portions in the Rail Corridor

LEGEND

- REGIONAL TRANSIT (RT)
- RT/CITY OF FOLSOM (SHARED)
- CITY OF FOLSOM
- SACRAMENTO COUNTY
- EL DORADO COUNTY



MP	94.3
MP	99.3
MP	101.6
MP	104.6
MP	107.9
MP	109.2
MP	111.5
MP	117.9
MP	119.4
MP	145.14
MP	147.4

SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR

JOINT POWERS AUTHORITY (JPA)

SPRR PLACERVILLE BRANCH RIGHT OF WAY ACQUISITION

EXHIBIT B

RT Easement Amendment

This instrument is exempt from
Recording Fees (Gov. Code § 27383)
and from Documentary Transfer Taxes
(Rev. & Tax Code § 11922)

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

Sacramento – Placerville Transportation Corridor
Joint Powers Authority
c/o Brett Bollinger, CEO
50 Natoma Street
Folsom, CA 95630

(space above line for recorder's use)

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT is made and entered into effective June 1, 2023 ("Effective Date") by and between **SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY**, a California joint powers agency ("JPA"), as grantor, and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, therein referred to as "Grantee," is made and entered into on.

RECITALS

WHEREAS, JPA is a joint powers authority created by its member agencies: the Counties of Sacramento and El Dorado, the City of Folsom, and the Sacramento Regional Transit District ("Member Agencies") for the purpose of acquiring and managing a railroad right of way from the Southern Pacific Transportation Company; and

WHEREAS, under the Reciprocal Use and Funding Agreement ("RUFA") entered into effective August 31, 1996, between the JPA and its Member Agencies, the JPA retains fee ownership of the acquired corridor and each Member Entity was allocated an easement for its Allocated Portion (as defined in the RUFA); and

WHEREAS, under the Third Amendment to the RUFA, dated September 2, 2003, the City of Folsom and Grantee agreed to a reallocation of part but not all of the City of Folsom's Allocated Portion to permit construction of a single-track light rail system, which resulted in the granting by the JPA of the Original Easement; and

WHEREAS, under the Original Easement dated effective September 2, 2003, and recorded May 10, 2005, in book 20050510, page 0337, of the Official Records of Sacramento, California as instrument number 0003564786 (the "Original Easement"), the JPA granted to Grantee an easement for transportation purposes and for uses reasonably related to transportation purposes in, on, under, over and through the entire real property (the "Property") described on Attachment 1 of the Original Easement; and

WHEREAS, the Original Easement contemplated eventual double-tracking of the system through a "Future Operating Zone"; and

WHEREAS, as a result of the final design of the double-tracking expansion near the Folsom Glenn Station, a portion of the rail in a few areas falls outside of both the current Operating Zone and the designated Future Operating Zone; and

WHEREAS, the parties desire to amend the Original Easement to expand the easement area.

WITNESS

NOW, THEREFORE, JPA AND GRANTEE DO MUTUALLY AGREE AS FOLLOWS:

Section 1: Grant of Easement. The first paragraph of the Original Easement is hereby amended to read in its entirety as follows:

"1. Grant of Easement. JPA hereby grants to Grantee an easement for transportation purposes and for uses reasonably related to transportation purposes (the "Easement") in, on, under and through the entire real property (the "Property") described in Attachment 1 and Exhibits A1 and B1, attached hereto and incorporated herein. The area within Attachments 1, A1 and B1 is part of the Operating Zone. The Easement shall be in gross and personal to Grantee, its successors and assigns. Grantee's use of the Easement is subject to the limitations set forth in Sections 2 and 3."

Section 2: EFFECT. The effect of this First Amendment to the Easement Agreement is add Exhibits A1 and B1 to the grant of Easement and defined Operating Zone.

Section 3: AMBIGUITIES. The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity is presumed to be construed against either party.

Section 4: FULL FORCE AND EFFECT. To the extent not inconsistent herewith, all other terms and provisions of the Original Easement, as amended, remain the same and in full force and effect. Defined terms in the Original Easement have the same meaning in this Amendment.

Section 5: AUTHORITY TO BIND. Each of the signatories to this Amendment represent that they are authorized to sign this Amendment on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained and that no further approvals, acts, or consents are required to bind such party to this Amendment.

Section 6: INTEGRATION. The Original Easement and this First Amendment embody the entire agreement of the parties in relation to the matters herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.

IN WITNESS WHEREOF, the parties have entered into this First Amendment to the Original Easement effective the day and year first hereinabove appearing.

GRANTOR:

**SACRAMENTO PLACERVILLE
TRANSPORTATION CORRIDOR-JPA**

By: _____
BRETT BOLLINGER
CEO

Approved as to Legal Form:

By: _____
PAUL J. CHRISMAN
JPA Legal Counsel

GRANTEE:

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: _____
HENRY LI
General Manager/CEO

Approved as to Legal Form:

By: _____
OLGA SANCHEZ-OCOA
General Counsel

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

)
) ss

County of Sacramento)

On _____ before me, _____, Notary Public, personally appeared Brett Bollinger, who 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 on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Sacramento)

On _____, before me, Kathleen J. Lonergan, Notary Public, personally appeared HENRY LI, who 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 on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KATHLEEN J. LONERGAN

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by easement interest to the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation and governmental agency, is hereby accepted by the undersigned officer on behalf of the Sacramento Regional Transit District pursuant to authorization conferred by Resolution No. _____ adopted by the Board of Directors on _____, and consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
HENRY LI, General Manager/CEO

LEGAL DESCRIPTION

All that real property situate in the City of Folsom, County of Sacramento, State of California, being a portion of projected Section 2, Township 9 North, Range 7 East, Mount Diablo Meridian, also being a portion of Parcels H and I as described in that certain grant deed recorded in Book 692, at Page 114, Official Records of Sacramento County, being described as follows:

PARCEL-1

COMMENCING at a found copperweld monument in standard City of Folsom monument box marking the centerline of Glen Drive as shown on that certain parcel map filed in Book 152 of Parcel Maps at Page 1, Sacramento County Records; thence South $16^{\circ}15'36''$ East 120.33 feet to a point on the general westerly line of Parcel F52.86RT described in that certain easement agreement recorded in Book 20050510, at Page 0337, Official Records of Sacramento County, said point being the **POINT OF BEGINNING OF PARCEL-1**; thence along said general westerly line the following four (4) courses:

1. South $05^{\circ}25'03''$ West 9.99 feet;
2. South $01^{\circ}41'35''$ West 153.71 feet;
3. South $04^{\circ}24'22''$ West 50.53 feet;
4. South $04^{\circ}40'34''$ West 31.82 feet to a point thereon, said point hereafter referenced as **POINT "A"**;

thence leaving last said line North $01^{\circ}11'39''$ East 106.96 feet; thence North $02^{\circ}36'26''$ East 138.97 feet; thence South $88^{\circ}36'28''$ East 3.41 feet to the **POINT OF BEGINNING**.

Containing 861 square feet (0.020 Acres), more or less.

PARCEL-2

COMMENCING at said **POINT "A"**; thence along said general westerly line of Parcel F52.86RT the following six (6) courses:

1. South $04^{\circ}40'34''$ West 21.79 feet;
2. South $03^{\circ}15'13''$ West 53.97 feet;

3. South $02^{\circ}49'43''$ East 53.80 feet;
4. South $05^{\circ}29'30''$ East 99.58 feet;
5. South $07^{\circ}14'07''$ East 47.81 feet;
6. South $13^{\circ}29'53''$ East 8.75 feet to a point thereon, said point being the **POINT OF BEGINNING OF PARCEL-2**;

thence continue along last said line the following three (3) courses:

1. South $13^{\circ}29'53''$ East 15.84 feet;
2. South $08^{\circ}55'09''$ East 114.06 feet to the beginning of a curve, concave easterly, having a radius of 1,260.00 feet and
3. Southerly along said curve, through a central angle of $01^{\circ}18'26''$, an arc distance of 28.75 feet to a point thereon, said point being a beginning of a non-tangent curve concave easterly, having a radius of 1,036.15 feet, to which beginning a radial line bears South $76^{\circ}06'57''$ West.

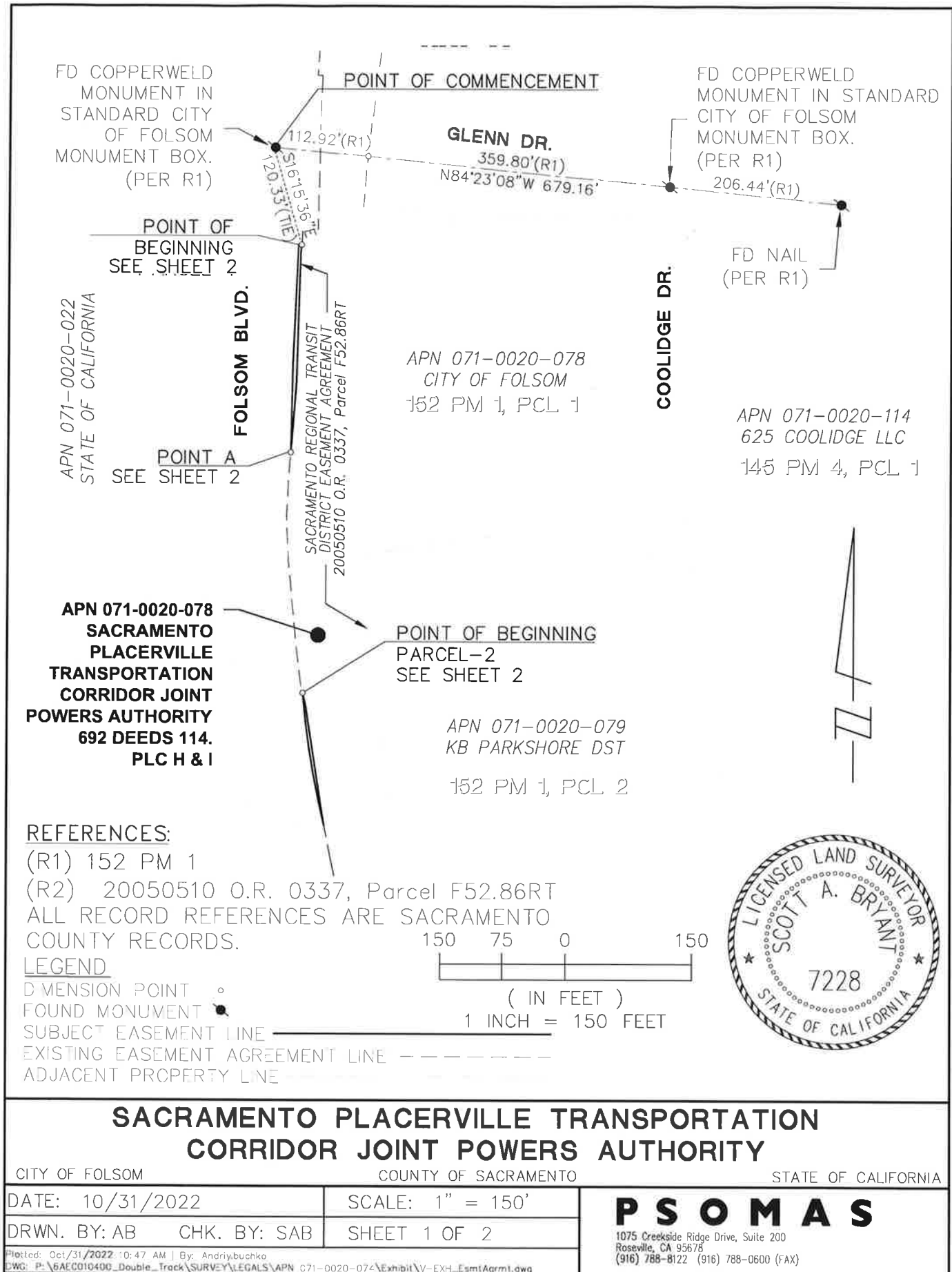
thence northerly along said curve, through a central angle of $08^{\circ}46'45''$, an arc distance of 158.76 feet to the **POINT OF BEGINNING**.

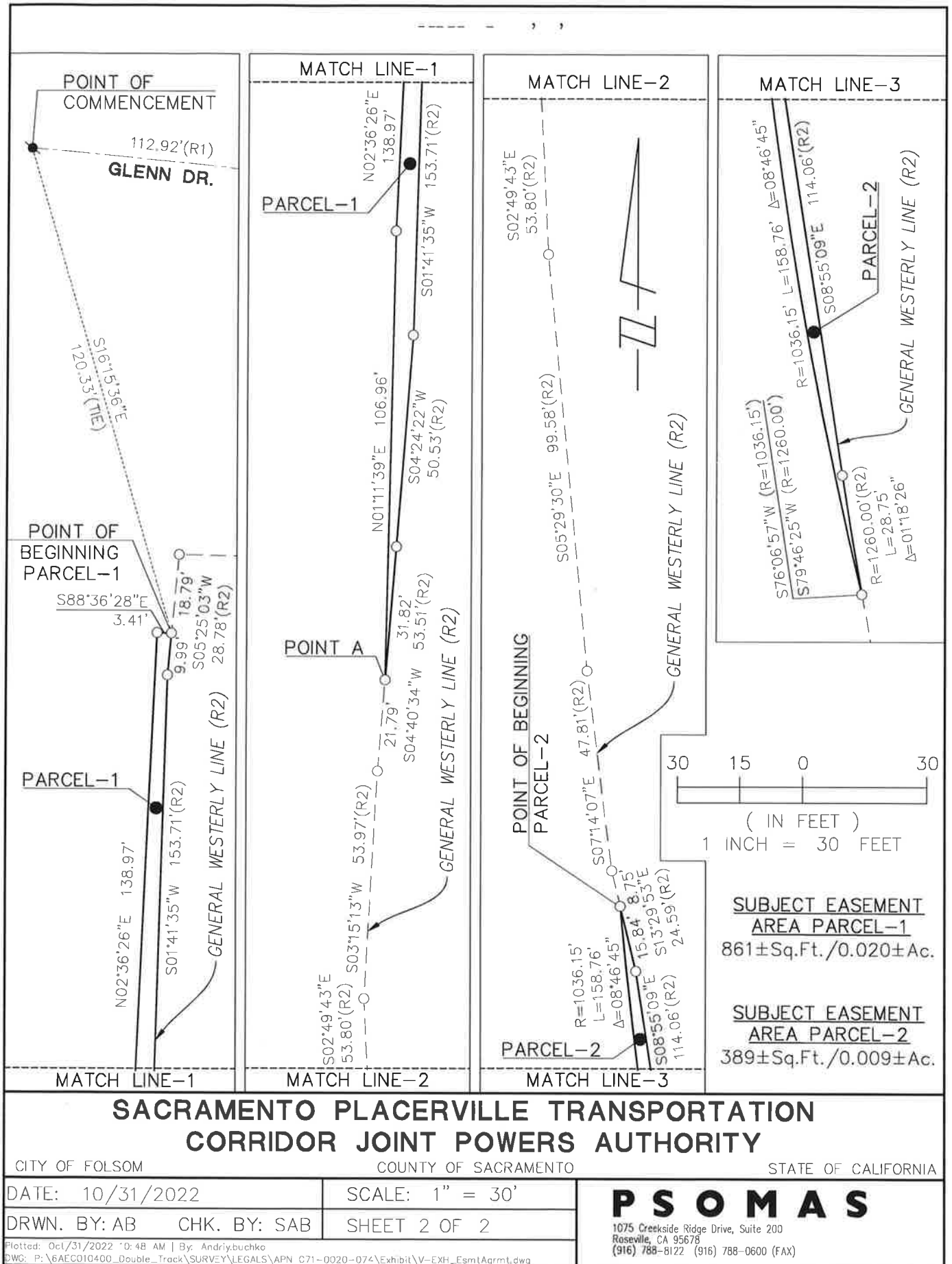
Containing 389 Square Feet (0.009 Acres), more or less.

The basis of bearings for this description is NAD 83, California State Coordinate System (CCS83), Zone 2 (1991.35 epoch date).

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description





Placerville & Sacramento Valley Railroad, Inc.

A501(c)3 Non-Profit Corporation

Objective: Correction of Operating License Boundary in El Dorado County from Milepost 119.4 (County Line) to Milepost 126.4 (Latrobe Whistlestop)

This paper has been prepared to provide background and context in order to facilitate a change in the Excursion Rail Operating License approved by the El Dorado County Board of Supervisors at their Meeting of September 18th, 2018. This Item was passed unanimously, and reads as follows:

Chief Administrative Office, Parks Division, recommending the Board

- 1) Approve and sign the Excursion License Agreement between Placerville & Sacramento Valley Railroad (P&SVRR) and the Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC JPA) for the operation of an excursion rail service on a portion of the SPTC, consenting to excursion rail use on limited portions of the SPTC within El Dorado County for some special events only with prior approval by the County; and**
- 2) Acknowledge that any potential capital improvements requested by P&SVRR would require subsequent Board approval.**

Background:

Placerville & Sacramento Valley Railroad, Inc. is an all-volunteer 501(c)3 non-profit organization which has been providing Rail Excursions on the SPTC, including portions within El Dorado County, since late 2010. Between Fall of 2010 and Fall of 2012 operations were conducted under a Temporary Right of Entry issued by the SPTC JPA and approved by the Member Agencies while a longer term agreement was being negotiated. That License Agreement was ultimately rejected by the EDC Board of Supervisors on a narrow 3-2 vote in September of 2012, and so went into effect February 1st, 2013 with only Sacramento County and City of Folsom as signatories, limiting operations to only those jurisdictions.

Changes in the Board as a result of the 2012 elections allowed P&SVRR to re-engage with El Dorado County and by Summer of 2013 had secured permission to resume service as far as the community of Latrobe, but only with the direct approval of the El Dorado County Board of Supervisors, and not under the authority of the JPA License Agreement. Those operations were well received by the public, and in 2016 the Board transferred approval authority for excursion service to County Staff. In 2018 the existing License Agreement came up for renewal, and after asking for and receiving a few changes, El Dorado County joined the other Member Agencies in ratifying the new License Agreement.

During this six year process Supervisors and County Staff took a very careful, deliberate approach to shifting the County's position from the rejection of 2012 to the ratification of 2018. Staff was very

diligent in protecting the County's interests, but for the most part negotiations went smoothly. As the parties got closer to agreement, however, a series of miscommunications by both the SPTC JPA and P&SVRR resulted in the County taking a position that introduced a significant legal contradiction into the License Agreement. This contradiction had to do with the definition and boundaries of what is referred to in the agreement as the "License Property". In the original agreement of 2013, as well as all previous drafts leading up to that agreement, the definition of "License Property" was straightforward, being simply that portion of the SPTC, or "Rail Corridor", for which the JPA and the Member Agencies were granting a license for Excursion Rail Operations. In earlier drafts of the license, in accordance with the Request for Proposal (RFP) issued by the SPTC JPA in 2008, the boundary extended from Railroad Milepost 111.0 near Folsom Boulevard in the City of Folsom to Railroad Milepost 137.0 in the town of Shingle Springs. The license set the width of the "License Property" as extending 10 feet from either side of the centerline of any tracks within that milepost range. When, in 2012, El Dorado County failed to ratify the license, the eastern boundary of the "License Property" was amended to be Milepost 119.4, the Sacramento/El Dorado County Line.

As relations improved between P&SVRR and El Dorado County in the period 2013-2017, plans were put in motion to have the County reconsider the License Agreement when it came up for renewal in early 2018. In consultation with the JPA and with the support of several County Supervisors, especially new District 2 Supervisor Shiva Frentzen, it was decided that the new proposal should ask to extend the boundary of the "License Property" only to Latrobe, instead of all the way to Shingle Springs as in the original 2012 request. At the same time, however, P&SVRR was asked by the JPA to craft a second, much more aggressive "stretch goal" proposal for review only by the JPA, to better understand the long range goals of the program. Unfortunately, when it came time to submit the proposal to El Dorado County, the wrong draft was submitted to EDC, which brought negotiations to an immediate halt.

At the time County Staff perceived, and rightfully so, that the "stretch goal" proposal would be too politically divisive considering the other community interests at stake, namely trail use and adjacent property rights. By the time the correct proposal had been submitted and an explanation and apology offered, Staff had taken a much harder position in their effort to protect the County from what they saw as overreach by P&SVRR. Part of this position was the insistence that P&SVRR excursion operations could extend into El Dorado County, but that the boundary of the "License Property" could not. As was explained by Staff at the time, this was to prevent P&SVRR from using the terms of the License Agreement to take actions contrary to the will of the County. P&SVRR argued that the terms of the License already gave El Dorado County comprehensive control over any activity by P&SVRR, and that the "can-but-can't" situation created by not having the "License Property" follow the extension of approved operations created serious legal ambiguities. These arguments were unpersuasive, and in consultation with Supervisor Frentzen it was decided to defer this issue to a later date, and not risk trying to push forward without the support of Staff. Thus, the contradiction remained.

Definitions and Explanations of Terms:

For a better understanding of this issue one must look at the definitions provided in the License Agreement for the following terms; "Rail Corridor", "License Property" and "Operating Segment".

"Rail Corridor" is defined in Section 1.9 as "...the entire width of the Placerville Branch railroad right-of-way between approximately milepost 111 (Folsom Wye, Folsom, CA) and approximately milepost 144.9 (Missouri Flat Road, Diamond Springs, CA)..." These mileposts represent the 34 miles of historic tracks on the 53 mile SPTC that are not being used for freight or light rail service, nor have

they been removed for trail construction. The width of the Corridor varies from less than 60 feet to more than 200, but is typically 66-100 feet in width.

Under the version of the License that is currently in effect, the term “License Property” is defined in Section 1.6 as “the portion of the Rail Corridor extending from approximately milepost 111 (Folsom Wye, Folsom, CA) to approximately milepost 119.4 (Sacramento/El Dorado County Line) consisting of all real and personal property within 10 feet of the centerline of any track on the Rail Corridor except where roadways, buildings, or Rail Corridor boundary lines reduce such distance to less than 10 feet, or additional width is necessary for PUC-required clearances, or approved stations, storage/maintenance facilities, sidings, or other similar railroad facilities.” This was the boundary set in 2013 when rail operations were not approved to enter El Dorado County, yet in all other drafts of the License as written by the JPA the boundary followed the limits of proposed operation, i.e. when the proposal was to allow P&SVRR to operate as far as Shingle Springs, the boundary was listed as milepost 137. When the proposal was for operations only to Latrobe, the boundary was listed as milepost 126.4. It is very clear that the intent of the JPA was that the “License Property” be defined as that portion of the Rail Corridor over which excursion rail operations have been approved. Further context can be found by examining the next definition.

The term “Operating Segment” is defined in Section 1.8 as “any segment of the License Property for which the JPA has given its written approval for Excursion Service operations pursuant to section 2.1” By this clause, the JPA further divides the “License Property” into smaller segments, allowing the JPA and Member Agencies to “fine-tune” the conditions for use of those segments. Currently, there are five “Operating Segments” listed in Exhibit A, the Excursion Rail Service Operating Plan called for in Section 2.1. Four of those are within City of Folsom or Sacramento County and are consistent with this definition by being a “segment of the License Property”. The fifth “Operating Segment” covers the range and conditions for operations within El Dorado County, yet technically lies outside of the “License Property” as currently written and approved.

Other References to “License Property”:

The License Agreement includes several references to the “License Property” which support the interpretation held by P&SVRR. These include, but are not limited to the following; Section 2.1 states that the JPA grants P&SVRR “the right to provide Excursion Service on the License Property...” Section 2.4 stipulates that P&SVRR “will take the License Property in an “as-is, where-is” condition...” Sections 4 (maintenance) and 5 (construction) have multiple references to P&SVRR’s rights and obligations in the context of the “License Property”.

Protections for the Member Agencies:

The JPA intentionally built into the License Agreement very strong protections for both the JPA and the Member Agencies. It is the assertion of P&SVRR that those protections still exist if the current contradiction is corrected, and that the contradiction, if left in place, offers no more protection or control to El Dorado County than the core language of the License Agreement.

Some examples of the rights and authority of the Member Agencies are as follows:

2.1.5 "All Excursion Service operations and other activities permitted under this Agreement will be performed in compliance with applicable law..."

2.1.6 "P&SVRR will obtain and maintain all permits, licenses or other authorizations required from any municipal, county, state or federal authorities required in connection with the construction, maintenance, or repair of the License Property and the operation of the Excursion Service."

2.1.8 "P&SVRR will comply with any other operating rules deemed necessary or advisable by the JPA from time to time. In the event of any conflict between operating rules issued by the JPA and operating rules issued by a Member Agency, the operating rules issued by the Member Agency shall control."

4.1.1 "P&SVRR, at its expense, will keep the License Property and Railroad Facilities in good repair and in a good and safe condition in conformity with applicable law, any standards and permits required by the Member Agencies, and approved operating plans."

5.2 "P&SVRR may, at its cost and expense, modify or improve the License Property and Railroad Facilities as needed to accommodate its Excursion Service; provided, however, that P&SVRR first obtains the written approval of both the JPA and the Member Agency where the License Property is located of P&SVRR's plans for such modifications and improvements, which approval may be granted or withheld in the Member Agency and the JPA's sole and absolute discretion."

Summary:

In short, the License Agreement grants one specific right, which is the right to operate an excursion rail service, but makes that right conditional on following every law, regulation, policy or directive of every applicable agency with a stake in the game, from municipalities such as Folsom, to the counties of Sacramento and El Dorado, to the State of California and the Federal Government. It is beyond dispute that P&SVRR conducts excursion operations as a guest of the various jurisdictions within the SPTC, and that any refusal to comply with those jurisdictions runs the risk of causing great harm to the program in both the short and long term.

With that stated, Placerville & Sacramento Valley Railroad does humbly request that El Dorado County approve an amendment to bring the boundary of the License Property in line with the previously approved Operating Segment, to read "Milepost 126.4 (Latrobe Whistlestop)"

Respectfully submitted,

James M. Harville – President
Placerville & Sacramento Valley Railroad, Inc.
A 501(c)3 Non-Profit Corporation
916-597-0107 www.psvrr.org

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
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(Placerville Branch)**

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Formatted: Not Highlight

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TRANSIT DISTRICT,
a public corporation**

By: _____
Henry Li, General Manager/CEO

By: _____
Olga Sanchez-Ochoa, General Counsel

**CITY OF FOLSOM,
a municipal corporation**

By: _____
Elaine Andersen, City Manager

Approved as to Form:

By: _____
Steven Wang, City Attorney

ATTEST:

By: _____
Christa Freemantle, City Clerk

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

By: _____
Sarah Aquino, Chair

By: _____
Brett Bollinger, CEO

APPROVED AS TO LEGAL FORM:

By: _____
Paul J. Chrisman, General Counsel

EXHIBIT A

Map of Allocated Portions in the Rail Corridor

EXHIBIT B
RT Easement Amendment