

When Recorded Return To:

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

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

EASEMENT AGREEMENT

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

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

2. Use of the Property. The parties hereto acknowledge that the PROPERTY is but one segment of a continuous rail corridor (the "RAIL CORRIDOR") extending from Milepost 94.3, in Sacramento, California, to Milepost 147.6, in Placerville, California. The parties hereto further acknowledge that some portions of the RAIL CORRIDOR may be subject to reversionary rights in the event portions of the PROPERTY (a) cease to be used for

transportation purposes and/or (b) are used for purposes inconsistent with any Notice of Interim Trails Use issued by the Interstate Commerce Commission or Surface Transportation Board and any amendments thereto or extensions thereof (the "NITU's"). Notwithstanding anything to the contrary in this AGREEMENT or in the Reciprocal Use and Funding Agreement, dated August 31, 1995, among SPTC-JPA and its member agencies (the "RECIPROCAL USE AGREEMENT"), GRANTEE agrees that (i) GRANTEE shall not use, nor permit the use of, the PROPERTY in a manner which could cause any such reversionary rights to vest or otherwise threaten the continuity of the RAIL CORRIDOR; (ii) GRANTEE shall use all portions of the PROPERTY located between milepost 108 and milepost 147.6 in accordance with the NITU's; (iii) to the extent a defense is not provided by SPTC-JPA's title insurer, GRANTEE shall defend SPTC-JPA's title to any portion of the PROPERTY against any and all claims of title which are adverse to the use of any portion of the RAIL CORRIDOR for railroad, trail or other transportation purposes; and (iv) GRANTEE shall cooperate (at no cost to GRANTEE) with SPTC-JPA and its other member agencies in the defense of title to portions of the RAIL CORRIDOR other than the PROPERTY.

3. Responsibility for Property Agreements. The parties hereto acknowledge that SPTC-JPA's title to the PROPERTY is subject to existing leases, easements, licenses and other agreements and may be subject to future leases, easements, licenses and other agreements (collectively, the "PROPERTY AGREEMENTS"). GRANTEE shall, at its sole cost and expense, manage and perform SPTC-JPA's obligations under the PROPERTY AGREEMENTS. GRANTEE shall be entitled to receive any and all income from the PROPERTY AGREEMENTS to the extent SPTC-JPA would otherwise be entitled to receive such income. SPTC-JPA shall notify GRANTEE of any PROPERTY AGREEMENTS of which SPTC-JPA has knowledge.

4. Expenses of Management, Improvement, Operation and Maintenance; Indemnity. GRANTEE shall bear any and all expenses associated with this EASEMENT, including, without limitation, any and all expenses of managing, improving, operating and maintaining the PROPERTY. GRANTEE shall indemnify, defend and hold harmless SPTC-JPA and its member agencies, their officers, directors, employees and agents (collectively, the "INDEMNITEES") from and against any and all LOSSES (as defined below) arising out of or in any way related to (a) SPTC-JPA's ownership of the PROPERTY (including, without limitation, any defects in SPTC-JPA's title to the PROPERTY or common carrier liabilities, if any, associated with the acquisition of the PROPERTY by SPTC-JPA), (b) GRANTEE's ownership of the EASEMENT, (c) any act or omission to act of GRANTEE or SPTC-JPA in connection with the EASEMENT or the PROPERTY (including, without limitation, any act or omission which results in a breach of this AGREEMENT, the assertion of reversionary rights anywhere along the RAIL CORRIDOR or a claim of default under the PROPERTY AGREEMENTS), or (d) any other occurrence above, on or under the PROPERTY; provided, however, that this indemnity shall not apply to LOSSES arising out of the sole negligence or willful misconduct of any INDEMNITEE. As used in this AGREEMENT, the term "LOSSES" means claims, demands, losses, damages, liabilities, fines, penalties, charges,

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

5. Restrictions on Transfers and Encumbrances. Except as provided in Section 7 of the RECIPROCAL USE AGREEMENT, GRANTEE shall not sell, transfer, convey, alienate, encumber, hypothecate, pledge or otherwise dispose of any interest in the PROPERTY.

6. Remedies. In the event GRANTEE fails to cure any violation of this AGREEMENT within thirty (30) days following receipt of written notice thereof from SPTC-JPA or, if such violation cannot reasonably be cured within said period, fails to commence curing such violation within said period and diligently prosecute said cure to completion, SPTC-JPA may pursue any remedy available to it at law or in equity, including, but not limited to, specific performance of the covenant set forth in Section 2 or, in the alternative, injunctive relief to stop such breach. This AGREEMENT may be used as the basis for a temporary restraining order and/or preliminary or permanent injunction against any such breach or threatened breach of said covenant without the necessity of posting a bond or providing sureties in connection therewith.

7. Further Acts. SPTC-JPA and GRANTEE covenant and agree to execute such other and further instruments, and perform such other and further acts, as may be reasonably necessary to fully carry out the intent of this AGREEMENT.

8. Notices. Notices given under this AGREEMENT shall be in writing and shall either be given personally, or delivered by first-class United States mail or other means of written communication. Notices shall be deemed received at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices shall be directed to the parties at the addresses shown below. Any party may change the party's address for purposes of this Section by giving written notice of the new address to the other party.

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

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

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

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

11. Integration, Amendment and Waiver. This AGREEMENT and the RECIPROCAL USE AGREEMENT constitute the entire AGREEMENT, and supersede all prior and contemporaneous agreements, representations and understandings, of the parties concerning the subject matter hereof. No supplement, modification or amendment of this AGREEMENT shall be binding unless executed in writing by all of the parties. No waiver of any provision of this AGREEMENT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12. Counterparts. This AGREEMENT may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together

shall constitute but one and the same instrument.

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

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

By: Robert W. Holderness
Robert Holderness, Chair

By: John Segerdell
John Segerdell, CEO

Approved as to Legal Form:

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

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

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

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

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

ACKNOWLEDGEMENTS

State of California }
County of Sacramento }

On Nov 14, 1996 before me, LAURA COURSON, personally appeared John Seyerdr 11 personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Laura Courson (Seal)



State of California }
County of Sacramento }

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

WITNESS my hand and official seal.

Signature Susan Kitchens (Seal)

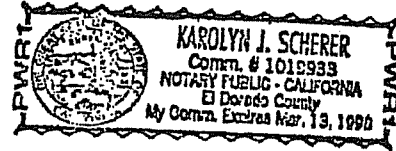


State of California }
County of ~~Sacramento~~ }
 El Dorado

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

WITNESS my hand and official seal.

Signature Karolyn J. Scherer (Seal)



State of California }
County of Sacramento }

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

WITNESS my hand and official seal.


Signature _____ (Seal)

COUNTY OF EL DORADO
CERTIFICATE OF ACCEPTANCE

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

Dated: 10-22, 1996

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

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

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

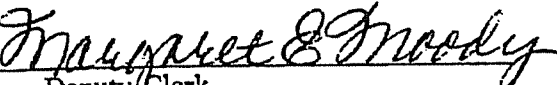
By: 
Deputy Clerk 10-22-96

Exhibit A

Easement to El Dorado County

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