

REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
13	09/13/10	Open	Action	08/13/10

Subject: Resolution of Necessity to Acquire Certain Property or Interest in Real Property by Eminent Domain for the Sacramento Regional Transit District's South Sacramento Corridor Phase 2 (SSCP2) Light Rail Extension Project - Pena Property

ISSUE

Whether to adopt a Resolution of Necessity for the acquisition of certain real property for the Sacramento Regional Transit District's South Sacramento Corridor Phase 2 Light Rail Extension Project ("Project"). (See Attachment A)

Adoption of a Resolution of Necessity is a prerequisite to the acquisition of property by eminent domain. State law requires RT to hold a public hearing regarding the intent to adopt a Resolution of Necessity. The purpose of the public hearing is to hear testimony on the proposed Resolution of Necessity, to consider any relevant evidence, and to make findings about the following four issues set forth in the Eminent Domain Law:

1. The public interest and necessity require the Project;
2. The Project is planned or located in a manner that would be most compatible with the greatest public good and the least private injury;
3. The property to be acquired is necessary for the Project, and;
4. The owner of record has received an offer for the fair market value of the property Pursuant to Government Code Section 7267.2.

RECOMMENDED ACTION

Adopt Resolution No. 10-09-_____, Resolution of Necessity to Acquire Certain Real Property Interests by Eminent Domain for the South Sacramento Corridor Phase 2 Light Rail Extension Project – Pena Property.

FISCAL IMPACT

Budgeted:	Yes	This FY:	\$8,200
Budget Source:	Capital	Next FY:	\$
Funding Source:	Measure A	Annualized:	\$
Cost Cntr/GL Acct(s) or Capital Project #:	410.05.08.01.02.02	Total Amount:	\$8,200
Total Budget:	\$8,200		

Approved:

Presented:

FINAL 09/07/10
General Manager/CEO

Director of Project Management

C:\Temp\BCL Technologies\NitroPDF6\@BCL@AC0D8C4E\@BCL@AC0D8C4E.doc

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DISCUSSION

The Project will extend service on RT's light rail system 4.3 miles from Meadowview Road to Cosumnes River College and constructing four new stations beyond Meadowview Road (Morrison Creek, Franklin Boulevard, Center Parkway, and Cosumnes River College). Additional improvements necessary for the Project include two flyover structures, four Traction Power Substation sites, tail tracks, and a parking structure at Cosumnes River College.

1. The Public Interest And Necessity Require The Project.

The Board has endorsed and approved the development of the Project as a part of the region's overall transportation network through numerous Board actions, including the certification of relevant environmental documents identifying the need for the Project, as well as approval of the acquisition of various property interests along the planned alignment. Additionally, other local, regional, and federal agencies (including SACOG, STA, and FTA) have taken action regarding the Project, which further substantiate the public interest and necessity for its construction.

The Project goals are aligned with the public interest in accommodating the growing need for public transit and improved mobility in the region. The Project will improve and expand public transit service in the southern region of the City and County of Sacramento, enhance regional connectivity, and accommodate future travel demands through increased, interconnected rapid transit options. The Project will alleviate traffic congestion on area highways and roads; improve regional air quality by reducing auto emissions; improve mobility for corridor residents, in particular low income, youth, elderly, disabled and ethnic minority populations, to employment, education, and medical centers; and support local economic, land use, and transportation plans and goals for the Region.

2. The Project As Planned Is Most Compatible With The Greatest Public Good And The Least Private Injury.

The proposed alignment for the Project requires RT to acquire existing rail corridor property, two full residential properties, portions of residential properties, unimproved property, buffer lands, and other public lands. The current alignment was designed and approved because it provides for the most direct connection from the current light rail terminus to the desired terminus at Cosumnes River College with the least disruption to surrounding areas. Further, there is a substantial concentration of potential riders in the vicinity, whose use of the Project should relieve congestion on nearby highways and arterial surface streets. As set forth in related environmental analyses and reports, the environmental impacts of the Project's current alignment may be mitigated. The Project will also provide a cost-effective means to provide light rail service such that provides the greatest public benefit as compared to various other options initially considered. Similarly, by

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positioning the Project’s current alignment along an existing rail corridor and by limiting residential property takes as much as possible, the Project minimizes private injury.

3. The Specific Property To Be Acquired Is Necessary For The Project.

The real property that the District must acquire is a 2,958 square foot portion of the tract of land located at 7891 Ann Arbor Way, Sacramento, California and further identified by Assessor Parcel Number 053-0141-015 (“Property”) (See Attachment B.) The Property is owned by Lupe D. Pena.

The northernmost section of the Project is relevant to this Resolution of Necessity. That section will begin at Meadowview Road at the Union Pacific Railroad grade crossing, extend southward along the existing UPRR right of way to Morrison Creek, then turn west and follow along the Creek’s westerly bank to Union House Creek.

The Pena Property is situated near the turn along Morrison Creek. As such, the Property is necessary for the Project in order to satisfy local setback requirements from the existing Morrison Creek levee, to build tracks, a soundwall, and to provide access to this portion of the rail corridor for operation and maintenance.

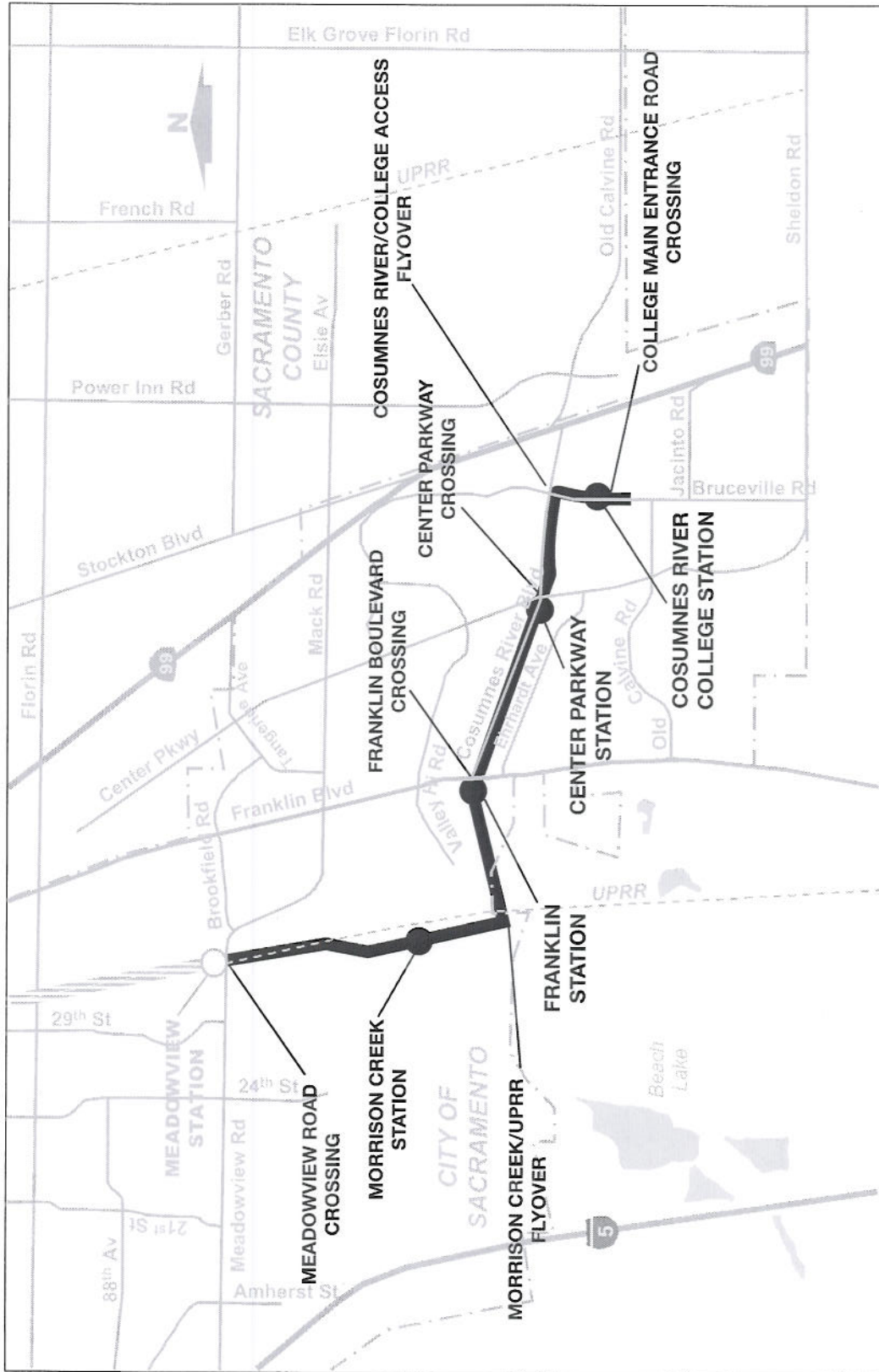
4. The Owner of Record Has Received An Offer For The Fair Market Value Of The Property Pursuant To Government Code Section 7267.2.

On September 9, 2009, the District made a formal offer to the owner of record in the amount of its approved appraisal to purchase a portion of the Property pursuant to Government Code Section 7267.2 (Attachment C). Negotiation with the owner was successful and the Purchase and Sale Agreement was signed by the owner on September 25, 2009 (Attachment D). However, despite repeated efforts by RT staff and RT consultants, the owner will not give title authorization to contact the lenders for a partial deed of reconveyance, therefore, precluding closing of this transaction.

If the Board makes these findings and adopts the Resolution of Necessity, the District has six months within which to commence court action in eminent domain. Staff recommends that the Board adopt the accompanying Resolution of Necessity, which must be adopted with a two-thirds affirmative vote.

Attachments:

- A. Map depicting projection location
- B. Photo showing real property proposed for acquisition
- C. September 9, 2009 Purchase Offer and approved Purchase and Sale Agreement
- D. Purchase and Sale Agreement
- E. Notice of Hearing and Right to Appear and Notice of Intent to Adopt Resolution



SOUTH SACRAMENTO CORRIDOR PHASE 2 PROJECT



Attachment B

APN 053-0141-015

Pena Property





Regional Transit

Sacramento Regional
Transit District
A Public Transit Agency
and Equal Opportunity Employer

Mailing Address:
P.O. Box 2110
Sacramento, CA 95812-2110

Administrative Office:
1400 29th Street
Sacramento, CA 95816
(916) 321-2800
(29th St. Light Rail Station/
Bus 36,38,50E,67,68)

Light Rail Office:
2700 Academy Way
Sacramento, CA 95815
(916) 648-8400

**Human Resources Office:
Employee Relations Office:**
2830 G Street, 2nd Floor
Sacramento, CA 95816
(916) 321-3800
(Bus 30,31,34,67,68)

Public Transit Since 1973

www.sacrt.com

Attachment C

September 9, 2009

Lupe Pena
7891 Ann Arbor Way
Sacramento, CA 95832

RE: South Sacramento Corridor
APN: 053-0141-015

Dear Ms. Pena:

Sacramento Regional Transit District ("RT") is expanding its light rail transit system with the design and construction of the South Sacramento Corridor Project Phase 2 (the "Project"). RT has determined that a portion of your property, referenced above, is needed to complete the Project.

This letter, the enclosed Informational Pamphlet, Appraisal Summary Statement and Supporting Appraisal Report, and Purchase and Sale Agreement represent RT's offer to purchase a portion of your property, in fee for \$8,200. This amount is a lump sum representing the total value of the required property. Please note that to the extent there are liens, assessments, or other interests recorded against the property, agreement must be reached with the individuals or entities holding such interests to satisfy them before funds can be released to you.

As you can see from the enclosed appraisal, RT is offering to purchase your property for the fair market value as determined by a private appraiser hired by RT. This value includes compensation for the interest in your property that RT wishes to purchase.

You may choose to have your own appraisal done, and if you do so, you will be eligible to receive reimbursement from RT of up to \$5,000 for reasonable costs of an independent appraisal (Pursuant to California Civil Code of Procedure § 1263.025(a)). To receive reimbursement, you must hire an appraiser licensed by California's Office of Real Estate Appraisers.

This offer will remain valid until revoked in writing by RT. If you wish to accept this offer, just sign the enclosed Purchase and Sale Agreement and return it to RT.

RT welcomes your questions and comments regarding any aspect of this transaction. You may contact Pam Samms, Paragon Partners, Ltd., at (916) 565-1174 to further discuss. We look forward to working cooperatively with you on this transaction.

Sincerely,



Michael R. Wiley
General Manger/CEO

Enclosures: Informational Pamphlet
Appraisal Summary Statement
Appraiser's Report
Purchase and Sales Agreement
Preliminary Title Report

c: Bruce Behrens, Chief Legal Counsel
RoseMary Covington, AGM of Planning & TSD
Diane Nakano, AGM of Engineering & Construction
Fred Arnold, Director of Real Estate
Ed Scofield, Project Manager
Gordon McDaniel, Real Estate Administrator
Michael N. Conneran, Esq., Hanson Bridgett LLP
Pam Samms, Paragon Partners, Ltd.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is entered into on September 25, 2009, between **LUPE PENA**, (referred to herein as "Seller"), and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation (referred to herein as "RT"). Seller agrees to sell and RT agrees to purchase the Subject Property (as defined below) on the following terms and conditions:

1. SUBJECT PROPERTY

Seller is the owner of all that real property described in Attachment 1 of this Agreement ("Subject Property"), depicted in Attachment 2, and known as a portion of Assessor's Parcel Number 053-0141-015.

2. PURCHASE PRICE

The total purchase price for the Subject Property is \$8,200.00 (the "Purchase Price"). Upon execution of this Agreement, RT will open escrow with Placer Title Company ("Escrow Holder") located at 455 Watt Avenue, Sacramento, CA 95864. RT will pay the entire purchase price in cash or in immediately available funds as set forth below.

3. CLOSE OF ESCROW

RT may terminate this Agreement, for its convenience, within 30 days after execution by providing written notice to Seller of the termination in accordance with paragraph 8. In the event of such termination, RT may be liable for damages incurred by Seller as of the date of the termination.

RT and Seller will each deliver signed instructions to Escrow Holder at least three business days prior to close of escrow. The instructions will be consistent with the terms of this Agreement and any amendments. Prior to close of escrow, Seller will each provide Escrow Holder with a Seller's Affidavit of non-foreign status as required by the Internal Revenue Code Section 1445 and a Seller's Affidavit under California Revenue and Taxation Code Section 18662. Escrow will close within 90 calendar days after execution of this Agreement, unless otherwise agreed to in writing by RT and Seller. If escrow does not close within 90 days (or the time specified in writing by RT and Seller), either party may terminate this Agreement by providing writing notice to the other party of the termination.

Seller must provide possession of the Subject Property at close of escrow, unless Seller agrees, in writing, to provide possession to RT at an earlier date.

4. TITLE

- A. Grant Deed. At close of escrow, Seller will convey all its interest in the Subject Property to RT by means of a duly executed and acknowledged Grant Deed in substantially identical form to that contained in Attachment 3 of this Agreement.

B. Clearance of Title.

RT will:

1. Pay Seller the total sum of \$8,200 for all Seller's interest in the Subject Property when title to the Subject Property vests in RT, free and clear of all liens, encumbrances, assessments, easement, leases (recorded and/or unrecorded), and taxes, except:
 - a. Taxes for the tax year in which this escrow closes will be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the time of close of escrow.
 - b. Covenants, conditions, restrictions, and reservations recorded December 3, 1969, in the office of the County Recorder of Sacramento County in Book 691203, Page 52.
 - c. Dedications set forth and represented in the official map of the "Plat of Southgate Unit No. 3" filed on November 26, 1969 in Book 84 of Maps, Map No. 20, Official records of Sacramento County.
 - d. Bond obligations owing to the Sacramento Area Flood Control District.
 - e. easement granted to Pacific Gas & Electric Company in deed recorded in Book 304, Page 277, Official Records.
2. Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by RT, the premium charged therefore. Said escrow and recording charges will not, however, include documentary transfer tax.
3. Have the authority to deduct and pay from the Purchase Price shown in Paragraph 1 above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the time of the close of escrow. These may include any or all of the following to the extent not satisfied prior to closing:
 - a. Lien of Supplemental taxes
 - b. Unpaid amounts owing for utilities, of record or not.

C. Further Encumbrances. From the date this Agreement is fully executed by all parties hereto until the close of escrow or the date on which this Agreement otherwise terminates, Seller may not further encumber the Subject Property in any manner, nor grant any property or contract right relating to the Subject Property without the prior written consent of RT.

D. Seller must pay any and all fees and commissions owed to Seller's broker, if any, according to the terms of Seller's agreement with its broker, and Seller will

indemnify, defend and hold harmless Buyer for costs or claims of any kind related to the compensation of Seller's broker.

5. REPRESENTATIONS AND WARRANTIES

- A. Seller hereby represents and warrants that to Seller's knowledge, there are no contracts or agreements (including agreements with utilities, governmental authorities, or real estate brokers) nor any unrecorded legal or equitable interests in the Subject Property not disclosed in writing to RT.
- B. Seller hereby represents and warrants to RT that to Seller's knowledge, (1) there is no material violation of law caused by the condition of or operations on the Subject Property that has not been disclosed in writing to RT; (2) Seller are in possession of the Subject Property and in material compliance with all required governmental permits, licenses, and approvals pertaining to the Subject Property and operations thereon; (3) there is no pending claim, lawsuit, agency proceeding, or other legal, quasi-legal, or administrative challenge which materially concerns the Subject Property, the operation of the Subject Property, or challenge is proposed or has been threatened by any person or entity that has not been disclosed in writing to RT.
- C. Seller has made no representations to RT regarding the condition of the Subject Property except those made in writing to RT.
- D. Seller is not a foreign person within the meaning of Internal Revenue Code Section 1445.

6. HAZARDOUS MATERIAL DEFINED

As used in this Agreement, the term "Hazardous Material" means any material or substance which is, or in sufficient quantities or concentrations may be, harmful to human health or the environment due to flammability, ignitability, toxicity, reactivity, or corrosiveness, and any other substance or material defined or designated as a hazardous or toxic substance, material or waste by any federal, state or local law, or environmental statute, regulation, or ordinance presently in effect or as amended or promulgated in the future and will include, without limitation: any and all toxic or hazardous substances, materials, or wastes subject to regulation, control, or remediation under any statute, ordinance, rule, regulations, order, judgment, decree, or requirement promulgated by any local, regional, state, or federal governmental agency, court, judicial or quasi-judicial body, or legislative body which relates to matters of the environment, health, industrial hygiene, or safety, including but not limited to, (1) defined as a "hazardous waste," or "extremely hazardous waste," or "restricted hazardous waste," or "hazardous substance," or "hazardous material," or "toxic material," or as "toxic substance," under the laws or regulations of the State of California; (2) petroleum and/or any petroleum by-products; (3) asbestos; (4) radon; (5) polychlorinated biphenyls; (6) pesticides; (7) materials defined as "hazardous substances," "hazardous materials," "toxic substances," or "solid wastes" under Section 9601(14) of the *Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")* as amended by the *Superfund Amendments and Reauthorization Act of 1986 ("SARA")*

(42 U.S.C. §9601 *et seq.*, as amended); (8) materials defined as "hazardous wastes" under section 6903 of the *Federal Resource Conservative and Recovery Act* ("RCRA") (42 U.S.C. §6901 *et seq.*); (9) materials defined as "hazardous substances" under section 1321(b)(2)(A) of the *Clean Water Act* ("CAA") (33 U.S.C. §1317); (10) materials defined as hazardous air pollutants or toxics under sections 7408, 7409, and 7412 of the *Clean Air Act* (42 U.S.C. §7401 *et seq.*); (11) materials listed chemical substances pursuant to the *Toxic Substance Control Act* ("TSCA") (15 U.S.C. §2601 *et seq.*); (12) materials regulated substances pursuant to the *Occupational Safety and Health Act* ("OSHA") (29 U.S.C. §651 *et seq.*); or (13) materials listed in the United States Department of Transportation Table (49 C.F.R. §172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substance (40 C.F.R. §122.2 §261.3, and Part 302 and amendments thereto), or by OSHA (29 C.F.R. §1910.1000 and any amendments thereto), and the regulations promulgated pursuant to such laws. The term "release" is defined in Section 9601(22) of *CERCLA* (42 U.S.C. §9601 *et seq.*).

7. HAZARDOUS MATERIALS DISCLOSURE

Within 10 business days after execution of this Agreement by all of the parties hereto, Seller must disclose to RT in writing all information in Seller's possession as of the date hereof materially relating to the presence of Hazardous Material (as defined above but only pertaining to the laws and regulations presently in effect) on or in the Subject Property including, but not limited to, the information listed below. Seller's failure to provide such information in writing to RT will be deemed to be Seller's certification that Seller has nothing to disclose.

- A. Information regarding the presence of Hazardous Materials located on or in the Subject Property, whether (1) contained in barrels, tanks, equipment (moveable or fixed) or other containers; (2) deposited or located in land, waters, sumps, or in any other part of the Subject Property; (3) incorporated into any structure on the Subject Property; or (4) otherwise existing thereon.
- B. Information regarding whether Seller, or any third party, has generated, stored, or disposed of any Hazardous Material on or in the Subject Property.
- C. Information regarding whether any material spills, discharges, releases, deposits, or emplacements of any Hazardous Materials have ever occurred on the Subject Property or on other property owned or leased by Seller that is adjacent to the Subject Property, and whether the Subject Property has ever been used as a landfill, dump, or disposal site.

8. NOTICES

All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below; or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the

addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

TO RT: Sacramento Regional Transit District
Attn: Director of Real Estate
PO Box 2110
Sacramento CA 95812-2110
Phone: (916) 556-0307
Fax: (916) 739-1607

TO SELLER: Lupe Pena
7891 Ann Arbor Way
Sacramento CA 95832-1534
Phone: (916) 392-2980

9. EMINENT DOMAIN

The parties acknowledge that RT has represented and advised Seller that RT has the authority to condemn the Subject Property under its power of eminent domain. RT represents that it will, subject to the approval of its Board of Directors, institute eminent domain proceedings in the event that Seller do not sell the Subject Property upon RT's demand pursuant to this Agreement. The parties further acknowledge that Seller intend to treat any gain or loss realized from the sale of the property as sold under imminent threat of condemnation pursuant to Section 1033 of the Internal Revenue Code. RT will not be held liable in the event that the Internal Revenue Service invalidates Seller's claim.

10. SURVIVAL

The terms and conditions in this Agreement that represent continuing obligations and duties of the parties and that have not been satisfied prior to close of escrow (including, without limitation, all covenants, representations, warranties, and indemnities contained herein) will survive the close of escrow and recordation of the deed to RT and will continue to be binding on the respective obligated party in accordance with their terms.

11. GOVERNING LAW

This Agreement between the parties is entered into in the State of California and will be governed by and construed in accordance with the laws of the State of California.

12. INTEGRATION

This Agreement supersedes any prior written or oral agreement between the parties. The terms of this Agreement, together with Attachments 1, 2, and 3 attached hereto, are intended by RT and Seller to contain the entire agreement between the parties and are a final expression of their agreement.

13. APPROVALS

This Agreement is subject to approval by the RT Board of Directors.

14. ASSIGNMENT/BINDING EFFECT

RT may not assign this Agreement without Seller's prior written consent. This Agreement will be binding upon and inure to the benefit of the respective heirs, personal representatives, successors in interest, and assigns RT and Seller.

15. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. RT will provide Seller with a fully executed counterpart of this Agreement.

16. RELATIONSHIP OF PARTIES

Nothing in this Agreement will be deemed or construed by RT or Seller to create a relationship of principal and agent, partnership, joint venture, or any other association between RT and Seller.

17. AUTHORITY

By signing below, each signatory to this Agreement warrants and represents 1) that he/she has the authority to bind the entity for which he/she has signed; and 2) that this Agreement and all other documents delivered prior to or at close of escrow do not violate the provisions of any agreement to which Seller (or any individual signing as Seller) is a party or which affects the Subject Property including, without limitation, any partnership agreement.

18. AMBIGUITIES

RT and Seller have carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity may be presumed to be construed against either party.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

SELLER

By: *Lupe Pena*
LUPE PENA

Date: 9/22/2009

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: *Michael R. Wiley*
MICHAEL R. WILEY
General Manger/CEO

Date: September 25, 2009

Approved as to Content:

By: *Rosemary Covington*
ROSEMARY COVINGTON
AGM of Planning and Transit System
Development

Approved as to Legal Form:

By: *Bruce A. Behrens*
BRUCE A. BEHRENS
Chief Legal Counsel

May 22, 2009

ATTACHMENT 1

APN 053-0141-015

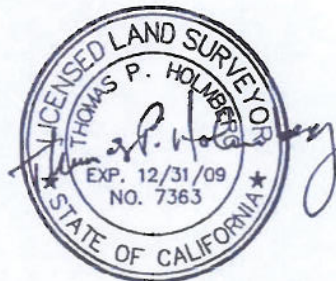
A portion of the tract of land shown and designated as Lot 15 on the Plat of Southgate Unit No. 3 filed in Book 84 of Maps, at Page 20, Official Records of Sacramento County, located in Section 8, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

Beginning at the Northeasterly corner of the above described Lot 15; thence South $13^{\circ}59'35''$ East along the Easterly line of said Lot 15 for a distance of 71.75 feet; thence along the Southerly line of said Lot 15 along a non-tangent curve to the left, concave Southerly, having a radius of 200.00 feet, a central angle of $12^{\circ}57'22''$, an arc length of 45.23 feet, and a chord bearing South $69^{\circ}31'41''$ West for a distance of 45.13 to the most Southerly corner of said Lot 15; thence continuing along said Southerly line North $65^{\circ}29'32''$ West for a distance of 14.67 feet; thence leaving said Southerly line North $14^{\circ}19'48''$ East for a distance of 85.05 to the Northerly line of said Lot 15; thence South $79^{\circ}51'11''$ East along said Northerly line for a distance of 17.50 feet to the point of beginning.

CONTAINING: an area of 2,958 square feet, more or less.

All bearings shown herein are grid, California State Plane Coordinate System, Zone 2, North American Datum of 1983. All distances herein are grid distances in U.S. Survey Feet. To compute ground distance, divide grid distances by 0.99997515477.

The above described tract of land is shown on Exhibit 'B' attached hereto and made a part hereof.



SOUTHGATE UNIT NO 3
BOOK 84 OF MAPS, AT PAGE 20, ORSC
A PORTION OF SECTION 8, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=30' MAY 22, 2009

FEDERAL NATIONAL
MORTGAGE ASSOC.
LOT 14

UNION PACIFIC
RAILROAD CO
APN 119-0070-060

APN 053-0141-014
S79°51'11"E
17.50

POB

PENA
LOT 15
APN 053-0141-015

N14°19'48"E 85.05'
S13°59'35"E 71.75'

YANG
LOT 16
APN 053-0141-016
N65°29'32"W
14.67

R=200.00
Δ=12°57'22"
L=45.23
S69°31'41"W
45.13

RAINBOW SHORES LLC
APN 053-0010-037



LEGEND



AREA: 2,958±SF

ANDREGG
GEOMATICS
www.andregg.com
800-400-7072



Regional
Transit

ANDREGG GEOMATICS

11661 BLOCKER DRIVE, SUITE 200, AUBURN, CA 95603
SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2

APN 053-0141-015
SRTD PARCEL S61.03

No fee document (Gov. Code 6103)
Recorded on behalf of
Sacramento Regional Transit District
a public corporation (Public Utilities Code 102050)

ATTACHMENT 3

When Recorded, Mail To:
Sacramento Regional Transit District
Legal Division
PO Box 2110
Sacramento CA 95812-2110

(space above line for recorder's use)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **LUPE PENA** (herein "GRANTOR") hereby grants to **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation as Grantee and hereinafter referred to as "RT," the following described real property in the City of Sacramento, County of Sacramento, State of California:

See Exhibits A and B attached and incorporated by this reference.

A portion of APN: 053-0141-015

This Grant Deed is subject to the following covenant:

RT does hereby covenant and agree that facilities constructed, maintained, or otherwise operated on the property described in this Grant Deed, shall be maintained and operated in compliance with all other requirements imposed pursuant to Title 49, *Code of Federal Regulations*, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation of Title VI of the *Civil Rights Act* of 1964, and as these regulations may be amended.

RT does hereby covenant and agree that (1) no person on the grounds of sex, race, color, religion, handicap, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities described in this Grant Deed, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of sex, race, color, religion, handicap or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) the property described in the Grant Deed shall be used in compliance with all of the requirements imposed by or pursuant to Title 49, *Code of Federal Regulations*, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - effectuation of Title VI of the *Civil Rights Act* of 1964, and as said regulations may be amended.

GRANTOR:

By: _____
 LUPE PENA

State of California)
) ss
County of Sacramento)

On _____ before me, _____,
personally appeared LUPE PENA, who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in her authorized capacity, and that by
her signature on the instrument the person, or the entity upon behalf of which the
person 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.

May 22, 2009

Exhibit 'A'

APN 053-0141-015

A portion of the tract of land shown and designated as Lot 15 on the Plat of Southgate Unit No. 3 filed in Book 84 of Maps, at Page 20, Official Records of Sacramento County, located in Section 8, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

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CONTAINING: an area of 2,958 square feet, more or less.

All bearings shown herein are grid, California State Plane Coordinate System, Zone 2, North American Datum of 1983. All distances herein are grid distances in U.S. Survey Feet. To compute ground distance, divide grid distances by 0.99997515477.

The above described tract of land is shown on Exhibit 'B' attached hereto and made a part hereof.

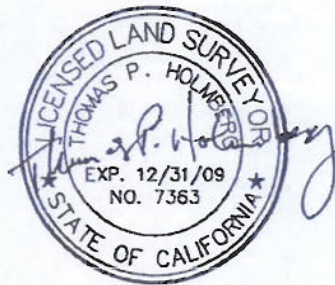
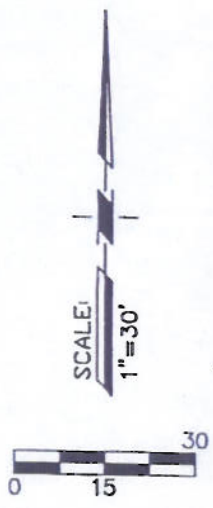
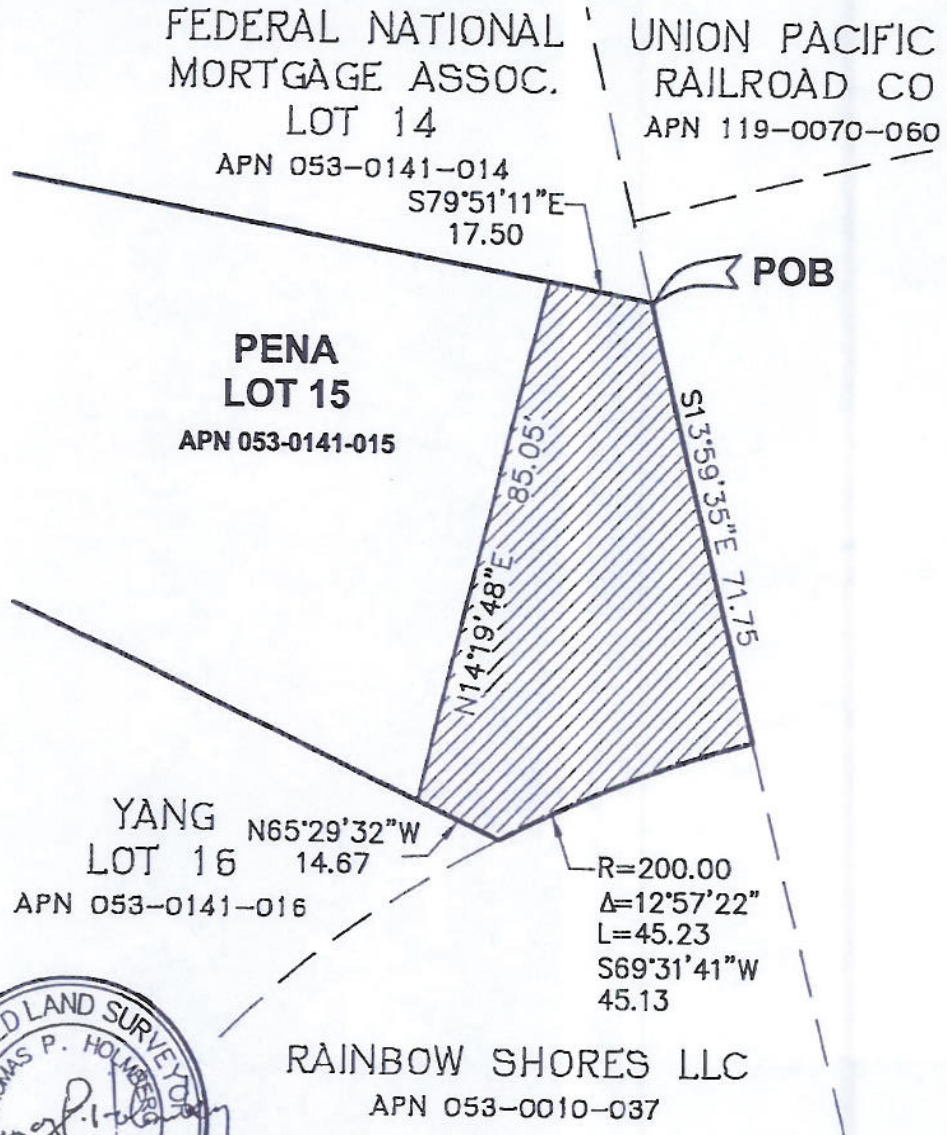


EXHIBIT 'B'
SOUTHGATE UNIT NO 3
 BOOK 84 OF MAPS, AT PAGE 20, ORSC
 A PORTION OF SECTION 8, T.7 N., R.5 E., MDM
 CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
 SCALE: 1"=30' MAY 22, 2009



LEGEND

 AREA: 2,958±SF

ANDREGG GEOMATICS
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 800-400-7072



ANDREGG GEOMATICS
 11661 BLOCKER DRIVE, SUITE 200, AUBURN, CA 95603
SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2
 APN 053-0141-015
 SRD PARCEL S61.03

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed in fee by grant deed 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. 99-07-0194 adopted by the Board of Directors on July 26, 1999 and consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
MICHAEL R. WILEY, General Manager/CEO

State of California)
) ss
County of Sacramento)

On _____ before me, Kathleen J. Lonergan, personally appeared MICHAEL R. WILEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

SACRAMENTO REGIONAL TRANSIT DISTRICT

NOTICE OF HEARING AND RIGHT TO APPEAR

NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY
TO ACQUIRE CERTAIN REAL PROPERTY OR INTEREST
IN REAL PROPERTY BY EMINENT DOMAIN

(Code of Civil Procedure, Section 1245.210 et seq. and Section 1245.235)

TO: LUPE PENA

Please take notice that at its September 13, 2010 meeting, the Sacramento Regional Transit District (Regional Transit) Board of Directors will hold a hearing to consider the acquisition by eminent domain of the property located in Sacramento County and known as the premises located at Sacramento, California (Assessor's Parcel Number 053-0141-015) as more fully described in attached Exhibit "A", which is incorporated herein by this reference.

The hearing will be held at 6:00 p.m. in Room 114 of the Regional Transit Administrative Headquarters, located at 1400 29th Street, Sacramento, California,

At the meeting, it is the Regional Transit Board of Directors' intent to consider and adopt a Resolution to establish that:

- (a) The public interest and necessity require the South Sacramento Corridor Phase 2 Light Rail Extension Project; and
- (b) The South Sacramento Corridor Phase 2 Light Rail Extension Project is planned and will be located in a manner that will be most compatible with the greatest public good and the least private injury;
- (c) The property being acquired is necessary for the South Sacramento Corridor Phase 2 Light Rail Extension Project; and
- (d) The offer required by Section 7267.2 of the Government Code has been made to the owners of record.

You have a right to be heard regarding the proposed findings set forth in (a), (b), (c), and (d) above. If you file a written request to appear, you are entitled to appear and object to the adoption of the Resolution. Objections are limited to the four findings listed above. All requests to appear must be sent for filing to Bruce A. Behrens, Chief Legal Counsel, P.O. Box 2110, Sacramento, CA 95812-2110. **Pursuant to Code of Civil Procedure Section 1245.235 (b)(3), your written request must be received on or before 5:00 p.m., September 10, 2010, which is at least 15 days after this Notice was mailed.** Failure to file a written request will result in a waiver of your right to appear and be heard.

For your convenience, the Board will consider any written comments you may wish to submit, so long as such comments are filed with the Sacramento Regional Transit District on or before the filing date hereinabove specified, September 10, 2010.

This notice is given pursuant to the provisions of Sections 1245.210 et seq. and 1245.235 of the California Code of Civil Procedure.

May 22, 2009

Exhibit 'A'

APN 053-0141-015

A portion of the tract of land shown and designated as Lot 15 on the Plat of Southgate Unit No. 3 filed in Book 84 of Maps, at Page 20, Official Records of Sacramento County, located in Section 8, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

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The above described tract of land is shown on Exhibit 'B' attached hereto and made a part hereof.



DECLARATION OF SERVICE BY MAIL

RE: NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY OR INTEREST IN REAL PROPERTY BY EMINENT DOMAIN (Code of Civil Procedure Section 1245.235)

LUPE PENA
7891 Ann Arbor Way
Sacramento CA 95832

I am a citizen of the United States and a resident of Sacramento County, California. I am over the age of eighteen years and not a party to the above-entitled matter. My business address is 1400 29th Street, Sacramento CA 95816. On this date I served the foregoing document, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Post Office mail box at Sacramento, California, and also by FedEx addressed in the manner set forth immediately above this declaration.

I declare under penalty of perjury that the foregoing is true and correct.

DATED at Sacramento, California on August 24, 2010:

By: Kathleen J. Lonergan
Kathleen J. Lonergan

RESOLUTION NO. 10-09-_____

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

September 13, 2010

RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY INTERESTS BY EMINENT DOMAIN FOR THE SOUTH SACRAMENTO CORRIDOR PHASE 2 LIGHT RAIL EXTENSION PROJECT

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

1. As part of the South Sacramento Corridor Phase 2 Light Rail Extension Project, the Sacramento Regional Transit District (RT) is extending service from its Meadowview Light Rail Station to Cosumnes River College, which will add approximately 4.3 miles track from Meadowview Road to Cosumnes River College, four new stations beyond Meadowview Road (Morrison Creek, Franklin Boulevard, Center Parkway, and Cosumnes River College), two flyover structures, four Traction Power Substation sites, tail tracks, and a parking structure.
2. The Project requires the acquisition of the real property identified as Assessors Parcel Number 053-0141-015, and more fully described in Exhibit A and depicted in Exhibit B, which are incorporated herein by reference (the "Property").
3. RT has complied with all the requirements of the California Environmental Quality Act and the National Environmental Policy Act for the Project.
4. The Property is to be acquired for public use for construction of light rail tracks and related improvements, as part of the Project. Under Public Utilities Code Sections 102240 through 102243, inclusive, Article 1, Section 19 of the California Constitution, and Code of Civil Procedure Sections 1230.010 et seq., the District is authorized to acquire the property by eminent domain.
5. RT will acquire a fee simple interest in the Property as described in Exhibit A.
6. To the extent the Property is being put to public use, the Property is being acquired for a compatible public use under Code of Civil Procedures Section 1240.510 in that RT's use of the Property will not interfere with or impair the continued public use as it now exists or may reasonably be expected to exist in the future or in the alternative, for a more necessary public use under Code of Civil Procedure Section 1240.610 in that RT's use of the Property is a more necessary public use than the use to which the Property is appropriated.
7. Written notice of intent to adopt this Resolution of Necessity was duly given to the Property owner of record.

8. RT has calendared this item on the Agenda and invited public comment prior to the meeting when this Resolution was considered for adoption.
9. After giving due consideration to all oral and documentary evidence presented, the Board has found and determined each of the following to be true:
 - a. The public interest and necessity require the construction of the light rail service from the Meadowview Station to Cosumnes River College as outlined in the South Sacramento Corridor Phase 2 Light Rail Extension Project; and
 - b. The proposed Project is planned and located in the manner that will be the most compatible with the greatest public good and the least private injury; and
 - c. The Property is necessary for the Project; and
 - d. The offer required by Government Code Section 7267.2 has been made to the owner of record of the Property.
10. The Chief Legal Counsel or his designee is hereby authorized to commence and prosecute an eminent domain action in the appropriate court on behalf of RT to acquire the Property, to deposit the amount of probable compensation pursuant to Code of Civil Procedure Section 1255.010, and to obtain an order for immediate possession as may be necessary for the Project.

The foregoing Resolution was introduced at a regular meeting of the Board of Directors of the Sacramento Regional Transit District held on September 13, 2010 by Director _____, who moved its adoption. The motion was seconded by Director _____, and a poll was taken, recorded as follows:

AYES:

NOES:

ABSTAIN:

ABSENT:

The motion, having passed by at least a two-thirds majority of votes, the Resolution was declared to have been adopted and it was so-ordered.

STEVE MILLER, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: _____
Cindy Brooks, Assistant Secretary

May 22, 2009

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APN 053-0141-015

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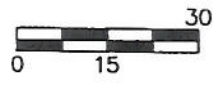
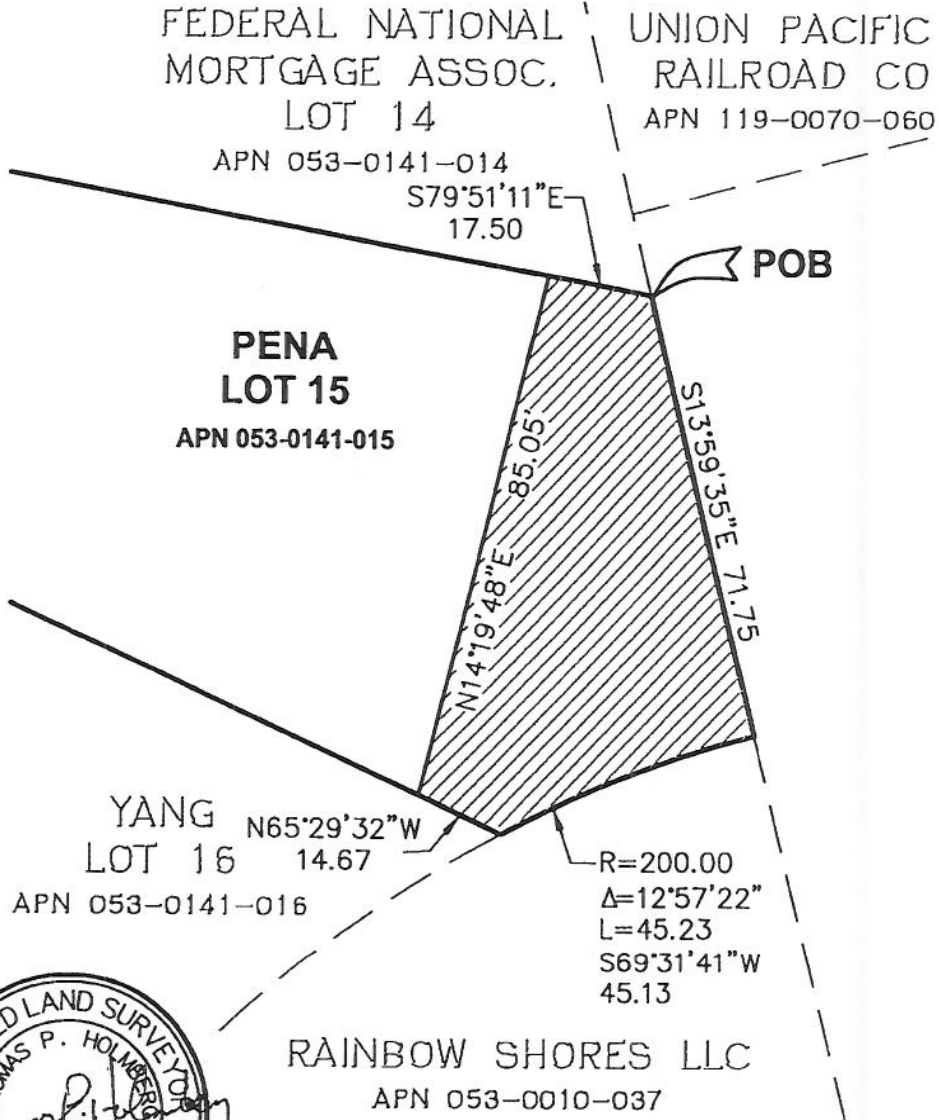
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