

REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
18	05/23/11	Open	Action	04/27/11

Subject: Resolution of Necessity to Acquire 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 - Stone Boswell 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. 11-05-____, Resolution of Necessity to Acquire Certain Real Property Interests by Eminent Domain for the South Sacramento Corridor Phase 2 Light Rail Extension Project - Stone Boswell Property.

FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	200,000
Budget Source:	Capital	Next FY:	\$	
Funding Source:	Measure A, STA, Proposition 1B, New Starts	Annualized:	\$	
Cost Cntr/GL Acct(s) or Capital Project #:	410.05.08.01.02.08	Total Amount:	\$	200,000
Total Budget:	\$ 200,000			

Approved:

Presented:

Final 5/16/11

General Manager/CEO

Director of Project Management

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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 comprised of a parcel with 9.948 acres of vacant land. This acquisition consists of a permanent easement area of 7.337 acres and an easement area of 2.611 acres that is encumbered with an existing Morrison Creek levee easement. Additionally, a 1.315 acre temporary construction easement is needed.

The vacant land is located at 8000 Detroit Boulevard, further identified as Sacramento County Assessor's Parcel Number 053-0010-047 ("Property") (See Attachment B). The property is jointly owned by Bill Stone and The Boswell Alliance Construction Company.

The northernmost section of the Project is relevant to this Resolution of Necessity. That section begins at Meadowview Road at the Union Pacific Railroad (UPRR) grade crossing, extends southward along the existing UPRR right of way to Morrison Creek, then turns west and follows along the Creek's westerly bank to Union House Creek before crossing over Morrison Creek and the existing UPRR tracks and continuing east toward Franklin Boulevard.

The Stone Boswell Property is situated on the west side of the Morrison Creek levee immediately south of Ann Arbor Way. 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 and the future Morrison Creek light rail station, install a traction power substation, 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 November 17, 2010, the District made a formal offer to the owner(s) of record in the amount of its approved appraisal to purchase an easement interest in a portion of the Property pursuant to Government Code Section 7267.2 (Attachment C). Negotiations with the owner have been unsuccessful to date due primarily to the offer price. On March 15, 2011, the attorney representing both the Stone and Boswell interests e-mailed RT's right of way consultant advising her that the offer price was not acceptable and to proceed with the eminent domain process.

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

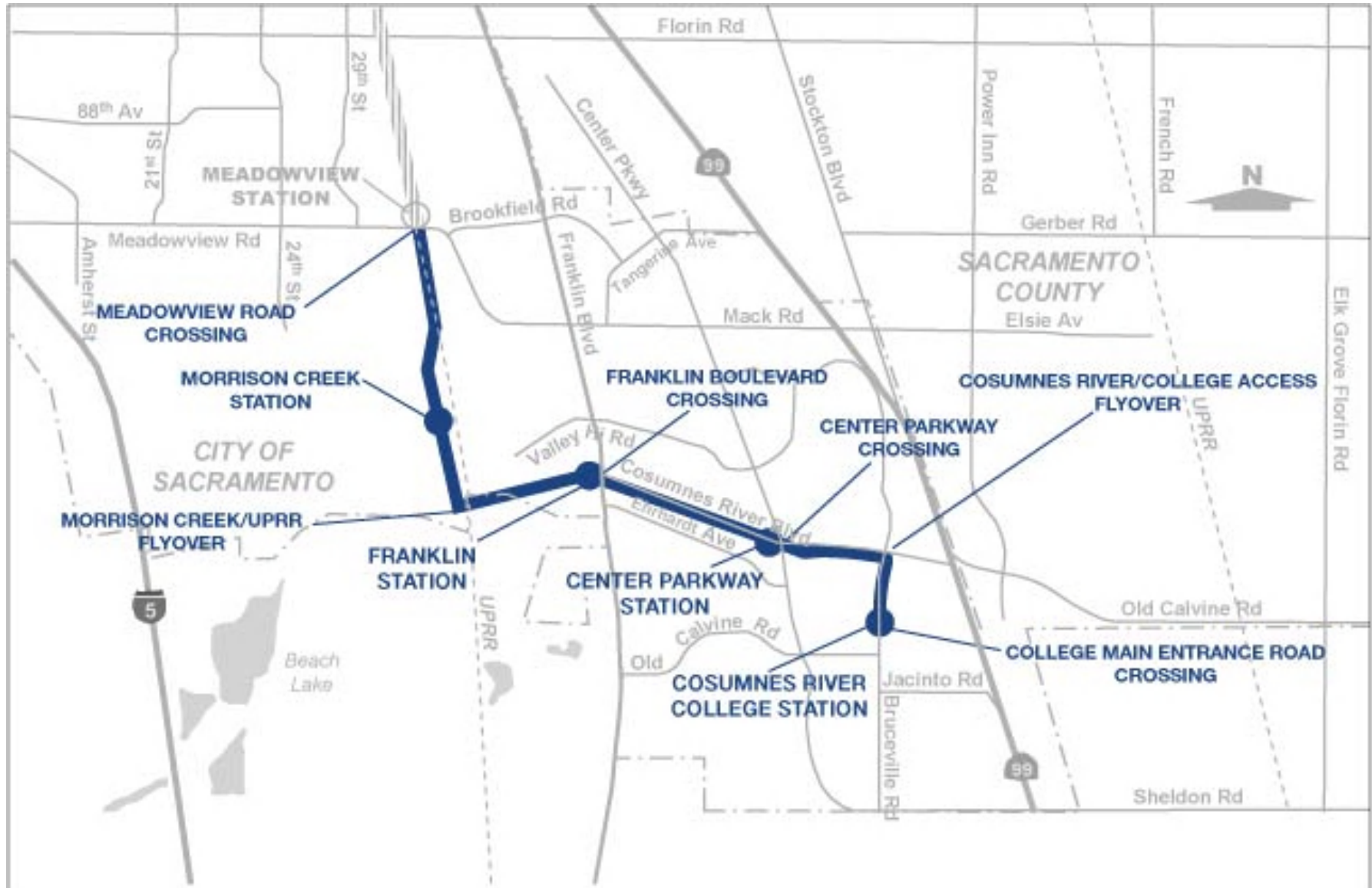
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Attachments:

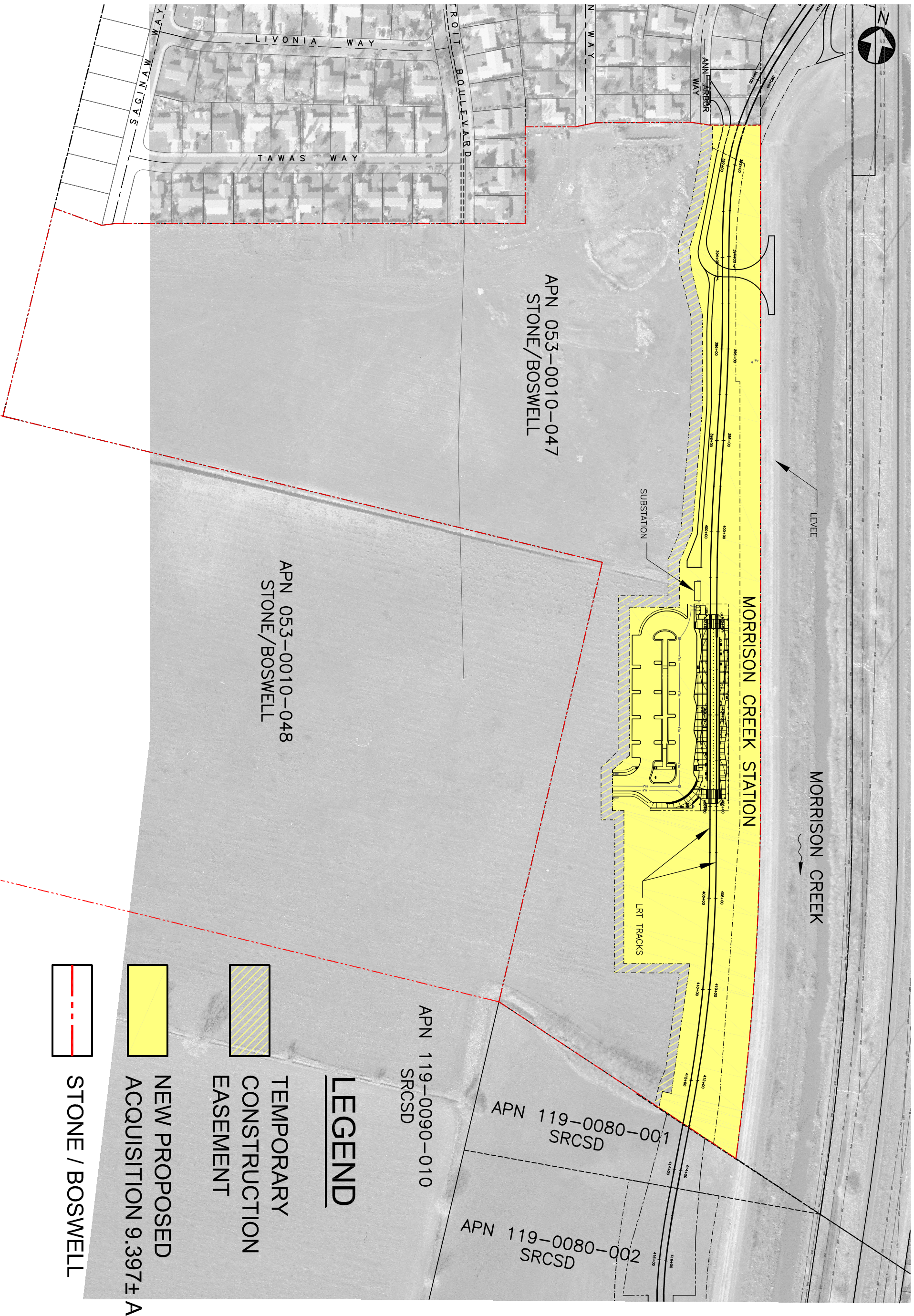
- A. Map depicting projection location, labeled Attachment A
- B. Photo showing real property proposed for acquisition, labeled Attachment B
- C. Purchase Offer Letter dated November 1, 2010 & Purchase and Sale Agreement, labeled Attachment C
- D. Notice of Hearing and Right to Appear and Notice of Intent to Adopt Resolution, labeled Attachment D

Attachment A



SOUTH SACRAMENTO CORRIDOR PHASE 2 PROJECT

STONE / BOSWELL ACQUISITION



LEGEND

TEMPORARY
CONSTRUCTION
EASEMENT

NEW PROPOSED
ACQUISITION 9.397± AC

STONE / BOSWELL



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Mailing Address:
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Sacramento, CA 95812-2110

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

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

**Human Resources Office:
Employee Relations Office:**
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Sacramento, CA 95816
(916) 321-3800
(Bus 30, 31, 34, 67, 68)

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ATTACHMENT C

November 1, 2010

J.W. "Bill" and Mildred Stone
36 Keel Court
Sacramento, CA 95831

RE: South Sacramento Corridor Project Phase 2
APN: 053-0010-047, -048, and -049

Dear Mr. and Mrs. Stone:

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 necessary to complete the Project.

This letter, the enclosed Informational Pamphlet, Appraisal Summary Statement, supporting Appraisal Report, and Purchase and Sale Agreement represent RT's offer to purchase easements, both permanent and temporary, across a portion of your property for \$200,000. This amount is a lump sum representing the entire value of the easements RT proposes to purchase. Please note that to the extent there are liens, assessments, or other interests recorded against the property, an agreement must be reached with the individuals or entities holding such interests to satisfy them before funds can be released to you. Similarly, RT understands that this property is held in the name of various trusts, of which some are the trustees, and in the name of two corporations. As a further condition of the release of payment, the co-owners must reach a decision as to how they will share the proceeds among each other. That decision is for the co-owners to make among themselves.

As you can see from the enclosed appraisal summary, RT is offering to purchase an interest in your property for the fair market value as determined by an independent appraiser hired by RT. This value includes compensation for the permanent interest in your property that RT wishes to purchase, as well as for a temporary construction easement. In determining the value of the property interest RT proposes to purchase, the appraiser considered the possibility of loss or damage to any existing "improvements," such as buildings or fences, and any "severance damages", that is, harm to your remaining property caused by the purchase.

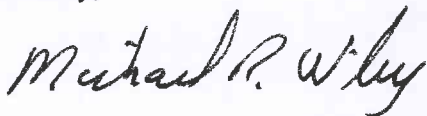
November 1, 2010

Should you choose to have your own appraisal done, as the property owner, you are eligible to receive reimbursement from RT of up to \$5,000 for reasonable costs of an independent appraisal (Pursuant to Civil Code of Procedure Section 1263.025(a)), subject to certain conditions, including the review and acceptance by RT of the value.

This offer will remain valid until revoked in writing by RT. If you wish to accept this offer, please sign the enclosed Purchase and Sale Agreement and return it to the attention of Ed Scofield at Sacramento Regional Transit District, P.O. Box 2110, Sacramento, CA 95812-2110.

RT welcomes your questions and comments. You may contact Pam Samms at (916) 556-1174 to further discuss this transaction. We look forward to working cooperatively with you on this transaction.

Sincerely,



Michael R. Wiley
General Manager/CEO

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

c: Bruce Behrens, Chief Legal Counsel
Diane Nakano, AGM of Engineering Services
Ed Scofield, Project Manager
Michael N. Conneran, Esq., Hanson Bridgett LLP
Pam Samms, Paragon Partners, Ltd.



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November 1, 2010

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Suzanne Nielsen, Trustee
36 Keel Court
Sacramento, CA 95831

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

RE: South Sacramento Corridor Project Phase 2
APN: 053-0010-047, -048, and -049

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

Dear Ms. Nielsen:

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

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 necessary to complete the Project.

**Human Resources Office:
Employee Relations Office:**
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Sacramento, CA 95816
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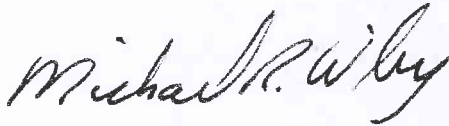
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Michael R. Wiley
General Manager/CEO

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ATTACHMENT C

November 1, 2010

Ann Boswell
Boswell Alliance Construction Company
1592 Union Street, Suite 500
San Francisco, CA 94123

RE: South Sacramento Corridor Project Phase 2
APN: 053-0010-047, -048, and -049

Dear Ms. Boswell:

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ATTACHMENT C

November 1, 2010

Charlie Cummings
Sullivan, Workman & Dee
800 S. Figueroa Street, Suite 1200
Los Angeles, CA 90017

RE: South Sacramento Corridor Project Phase 2
APN: 053-0010-047, -048, and -049

Dear Mr. Cummings:

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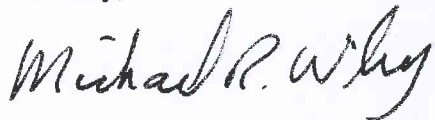
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c: Bruce Behrens, Chief Legal Counsel
Diane Nakano, AGM of Engineering Services
Ed Scofield, Project Manager
Michael N. Conneran, Esq., Hanson Bridgett LLP
Pam Samms, Paragon Partners, Ltd.

Attachment C

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into on _____, 2010, between **J.W. BILL STONE AND MILDRED STONE, Trustees of the STONE FAMILY TRUST** dated November 6, 1997; **SUZANNE NIELSEN, Trustee of the LISA STONE KELLEY 2004 TRUST NO. 1** established December 15, 2004, the **LISA STONE KELLEY 2004 TRUST NO. 2** established December 15, 2004 and the **MELINDA C. STONE 2004 TRUST** established December 15, 2004; **J.W. BILL STONE AND MILDRED STONE, Trustees of the LISA STONE KELLEY TRUST 2004 CHARITABLE REMAINDER UNITRUST** established December 15, 2004, the **MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST** established December 15, 2004, and the **BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNITRUST**; **STONE ENTERPRISES, L.P.**, a California limited partnership; and **BOSWELL ALLIANCE CONSTRUCTION COMPANY**, a California corporation, (referred to herein collectively as "Sellers"), and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation (referred to herein as "RT"). Sellers agree to sell and RT agrees to purchase the Subject Property (as defined below) on the following terms and conditions:

1. SUBJECT PROPERTY

Sellers are the owners in joint tenancy of all that real property described in Exhibit A and depicted in Exhibit A1 of this Agreement ("Subject Property") and known as Assessor's Parcel Number 053-0010-047.

2. PURCHASE PRICE

The total purchase price for the Subject Property is \$200,000 (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 Sellers of the termination in accordance with Article 8. In the event of such termination, RT may be liable for damages incurred by Sellers as of the date of the termination.

RT and Sellers 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, Sellers will each provide Escrow Holder with a Seller's Affidavits of nonforeign status as required by the Internal Revenue Code Section 1445 and Seller's affidavits under 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),

Attachment C

either party may terminate this Agreement by providing written 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. Easement. At close of escrow, Sellers will also convey a permanent and irrevocable easement interest as described in Exhibits B and C, and depicted in Exhibits B1 and C1, on, over and in the Subject Property to RT by means of a duly executed and acknowledged Grant of Easement in substantially identical form to that contained in Exhibit E of this Agreement. RT's easement interest in the Subject Property will be insured by the Escrow Holder at RT's expense.

B. Temporary Construction Easement. Sellers will also convey an easement interest at close of escrow as described in Exhibit D, and depicted in Exhibit D1, on, over and in the Subject Property to RT by means of a duly executed and acknowledged Grant of Temporary Construction Easement in substantially identical form to that contained in Exhibit F of this Agreement. The term of the Temporary Construction Easement will commence on the date RT begins constructions ("Effective Date") and will terminate 12 months after that date, unless sooner terminated by RT. RT must provide Owner with 30 calendar days' advance written notice of the Effective Date.

Upon expiration or termination of the Easement and upon Owner's written request, RT will execute a quitclaim deed or other release reasonably requested by Owner to remove the Easement from title.

C. Clearance of Title. RT will:

1. Pay Sellers the total sum of \$200,000 for all Sellers' interest in the Subject Property when title to the Subject Property vests in RT.
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 must not, however, include documentary transfer tax.

D. 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, Sellers 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.

E. Fees and Commissions. Sellers will pay any and all fees and commissions owned to Sellers' broker, if any, according to the terms of the Sellers' agreement with its broker, and Sellers will indemnify, defend and hold harmless RT for costs or claims of any kind related to Sellers' broker's compensation.

Attachment C

5. REPRESENTATIONS AND WARRANTIES

- A. Sellers hereby represent and warrant that to Sellers' 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. Sellers hereby represent and warrant to RT that to Sellers' 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) Sellers 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. Sellers have made no representations to RT regarding the condition of the Subject Property except those made in writing to RT.
- D. Sellers are not foreign persons within the meaning of Internal Revenue Code Section 1445.
- E. Sellers own the Subject Property in joint tenancy. Sellers understand that the Purchase Price of \$200,000 represents a lump sum payment for the full value of the Subject Property. Sellers hereby represent, warranty, and agree that they are solely responsible, and will hold RT harmless, for the distribution of the purchase price funds to all persons having a legal interest in the Subject Property, including without limitation each of Sellers and any third parties having a lien, assessment, or other recorded interest in the Subject Property. Sellers further represent and warranty that they will so distribute the Purchase Price funds pursuant to an agreement amongst themselves and all interested third parties, and RT will have no role or responsibility in the process of such distribution. Amounts sufficient to satisfy the obligations listed in 3, above, will be deducted from the Purchase Price prior to the distribution from escrow of the proceeds to the Sellers.

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

Attachment C

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 CFR §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, Sellers must disclose to RT in writing all information in Sellers’ 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. Sellers’ failure to provide such information in writing to RT will be deemed to be Seller’s certification that they have 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 Sellers or any third party have generated, stored, or disposed of any Hazardous Material on or in the Subject Property.

Attachment C

- 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: Fred Arnold, Director of Real Estate
PO Box 2110
Sacramento CA 95812-2110
Phone: (916) 557-4536
Fax: (916) 321-3843

TO SELLERS: J.W. Bill Stone
36 Keel Court
Sacramento CA 95831
Phone: (916) 393-4444

Anne Boswell
Boswell Alliance
1686 Union Street, Suite 306
San Francisco, CA 94123
Phone: (415) 673-4321

9. EMINENT DOMAIN

The parties acknowledge that RT has represented and advised Sellers 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 Sellers do not sell the Subject Property upon RT's demand pursuant to this Agreement. The parties further acknowledge that Sellers 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 RT's claim.

Attachment C

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 Exhibits A through F attached hereto, are intended by RT and Sellers to contain the entire agreement between the parties and is 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 Sellers' 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 Sellers.

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 Sellers with a fully executed counterpart of this Agreement.

16. RELATIONSHIP OF PARTIES

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

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 Sellers (or any individual signing as

Attachment C

Sellers) is a party or which affects the Subject Property including, without limitation, any partnership agreement.

18. AMBIGUITIES

RT and Sellers 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.

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

SUZANNE NIELSEN, Trustee of the LISA STONE KELLEY 2004 TRUST NO. 1, the LISA STONE KELLEY 2004 TRUST NO. 2 established 12/15/2004, and the MELINDA C. STONE 2004 TRUST established 12/15/2004;

By: _____
SUZANNE NIELSEN

J.W. BILL STONE AND MILDRED STONE, TRUSTEES of the LISA STONE KELLEY TRUST 2004 CHARITABLE REMAINDER UNITRUST established 12/15/2004, the MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST established 12/15/2004, the BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNITRUST, and the STONE FAMILY TRUST, dated November 6, 1997

By: _____
J.W. BILL STONE

By: _____
MILDRED STONE

STONE ENTERPRISES, L.P.

By: _____
J.W. BILL STONE

BOSWELL ALLIANCE CONSTRUCTION COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

SACRAMENTO REGIONAL TRANSIT DISTRICT

By: _____
MICHAEL R. WILEY
General Manager/CEO
Approved as to Content:

By: _____
DIANE NAKANO
AGM of Engineering &
Construction

Approved as to Legal Form:

By: _____
BRUCE A. BEHRENS
Chief Legal Counsel

Attachment C

No fee document (Gov. Code 6103)

EXHIBIT E

Recorded on behalf of

Sacramento Regional Transit District

a public corporation (Public Utilities Code 102050)

When Recorded, Mail To:

Sacramento Regional Transit District

Legal Division

PO Box 2110

Sacramento CA 95812-2110

(space above line for recorder's use)

EASEMENT GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **J.W. BILL STONE AND MILDRED STONE, Trustees of the STONE FAMILY TRUST** dated November 6, 1997; **SUZANNE NIELSEN, Trustee of the LISA STONE KELLEY 2004 TRUST NO. 1** established December 15, 2004, the **LISA STONE KELLEY 2004 TRUST NO. 2** established December 15, 2004 and the **MELINDA C. STONE 2004 TRUST** established December 15, 2004; **J.W. BILL STONE AND MILDRED STONE, Trustees of the LISA STONE KELLEY TRUST 2004 CHARITABLE REMAINDER UNITRUST** established December 15, 2004, the **MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST** established December 15, 2004, and the **BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNITRUST**; **STONE ENTERPRISES, L.P**, a California limited partnership; and **BOSWELL ALLIANCE CONSTRUCTION COMPANY**, a California corporation, hereinafter referred to collectively as "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 through D, attached and incorporated by this reference.

A portion of APN: 053-0010-047

This Easement Grant 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 Easement Grant Deed, will 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

Attachment C

participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities described in this Easement 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 Easement 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:

SUZANNE NIELSEN, Trustee of the LISA STONE KELLEY 2004 TRUST NO. 1, the LISA STONE KELLEY 2004 TRUST NO. 2 established 12/15/2004, and the MELINDA C. STONE 2004 TRUST established 12/15/2004;

By: _____
SUZANNE NIELSEN

J.W. BILL STONE AND MILDRED STONE, TRUSTEES of the LISA STONE KELLEY TRUST 2004 CHARITABLE REMAINDER UNITRUST established 12/15/2004, the MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST established 12/15/2004, the BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNITRUST, and the STONE FAMILY TRUST dated November 6, 1997

By: _____
J.W. BILL STONE

By: _____
MILDRED STONE

STONE ENTERPRISES, L.P.

By: _____
J.W. BILL STONE

BOSWELL ALLIANCE CONSTRUCTION COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

Attachment C

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by easement interest to the SACRAMENTO REGIONAL TRANSIT DISTRICT (RT), a public corporation, is hereby accepted by the undersigned officer on behalf of the RT pursuant to authorization conferred by RT's Board of Directors on June 3, 2009 in closed session 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

Attachment C

Recorded on behalf of
Sacramento Regional Transit District
a public corporation (Public Utilities Code 102050)

EXHIBIT F

When Recorded, Mail To:

Legal Division
Regional Transit
PO Box 2110
Sacramento CA 95812-2110

No fee document (Government Code §6103)
No County Transfer Tax Due (Revenue and Taxation Code §11922)

(space above line for recorder's use)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is entered into as of _____, 2010, by and between **J.W. BILL STONE AND MILDRED STONE, Trustees of the STONE FAMILY TRUST dated November 6, 1997; SUZANNE NIELSEN, Trustee of the LISA STONE KELLEY 2004 TRUST NO. 1 established December 15, 2004, the LISA STONE KELLEY 2004 TRUST NO. 2 established December 15, 2004 and the MELINDA C. STONE 2004 TRUST established December 15, 2004; J.W. BILL STONE AND MILDRED STONE, Trustees of the LISA STONE KELLEY TRUST 2004 CHARITABLE REMAINDER UNITRUST established December 15, 2004, the MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST established December 15, 2004, and the BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNITRUST; STONE ENTERPRISES, L.P, a California limited partnership; and BOSWELL ALLIANCE CONSTRUCTION COMPANY, a California corporation, collectively as "GRANTOR," and hereinafter referred to as "Owner," and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, as Grantee and hereinafter referred to as "RT."**

1. Grant of Temporary Easement

Subject to the conditions, stipulations and provisions set forth below, Owner hereby grants RT a temporary, exclusive easement under, over and above that portion of Owner's property described and depicted in Exhibits A and B (the "Premises").

2. Term of Temporary Easement/Effective Date

The term of this Temporary Construction Easement ("Agreement") commences upon the day RT begins construction ("Effective Date") on Owner's property and will terminate 12 months later, unless extended as provided herein. RT must provide Owner with 30 calendar days advance written notice of the Effective Date.

Attachment C

Upon expiration or termination of this Agreement and upon Owner's written request, RT will execute a quitclaim deed or other release reasonably requested by Owner to release this Agreement from title to the Premises.

3. Permitted Use

RT and/or its contractors will use the Premises to stage construction for the South Sacramento Corridor Light Rail Extension Project Phase 2 including, without limitation, assembly and storage of equipment and materials.

4. Exclusive Easement

RT's use of the easement granted herein is exclusive. Owner must not permit, grant or assign to others any right-of-way or easement in the Premises; however, Owner reserves the right to use the Premises in a manner consistent with RT's free use and enjoyment of the easement.

5. Consideration

Consideration for this easement is \$3,551, which is included in the Purchase Price for the permanent easement interest RT is acquiring under the Purchase and Sale Agreement to which this Agreement is an Exhibit.

6. Condition of the Premises/Risk of Loss

Owner does not assume any responsibility for or to protect against any loss, damage, theft or vandalism of any property or material which RT may place upon the Premises.

Entry by RT and/or its contractors onto the Premises under this Agreement is deemed an acknowledgment by RT that any dangerous place and/or defect upon the Premises is known to RT. Upon expiration of this Agreement, RT must leave the Premises in a safe condition including filling all holes and providing a level surface.

RT and/or its contractors must comply with all statutes, ordinances, regulations, rules, guidelines and other laws which apply to its activities upon the Premises. All RT's activities on the Premises must be conducted in accordance with good and safe business practices. At all times, RT must keep the Premises accessible to fire equipment.

7. Mechanic's Liens

RT and/or its agents and contractors agree to immediately pay all costs of labor, services and materials supplied for the work to be performed on the Premises under this Agreement. RT must keep the Premise free and clear of all mechanic's liens and other such liens on account of such work.

Attachment C

8. Indemnification

RT must indemnify, defend and hold harmless Owner, its partners, officers, directors, agents and employees against all claims, liabilities, damages and expenses of any kind caused by RT's use of the Premises under this Agreement.

9. Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of California.

10. Entire Agreement

This Agreement and the Purchase and Sale Agreement to which it is an Exhibit constitute the entire agreement between the parties with respect to the matters described herein. This Agreement may only be modified in writing, signed by both parties.

11. Ambiguities

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity is presumed to be construed against either party.

///

///

Attachment C

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

GRANTOR:

[signatures must be notarized]

SUZANNE NIELSEN, Trustee of the **LISA STONE KELLEY 2004 TRUST NO. 1**, the **LISA STONE KELLEY 2004 TRUST NO. 2** established **12/15/2004**, and the **MELINDA C. STONE 2004 TRUST** established **12/15/2004**;

By: _____
SUZANNE NIELSEN

J.W. BILL STONE AND MILDRED STONE, TRUSTEES of the **LISA STONE KELLEY TRUST 2004 CHARITABLE REMAINDER UNITRUST** established **12/15/2004**, the **MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST** established **12/15/2004**, the **BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNITRUST**, and the **STONE FAMILY TRUST** dated **November 6, 1997**

By: _____
J.W. BILL STONE

By: _____
MILDRED STONE

STONE ENTERPRISES, L.P.

By: _____
J.W. BILL STONE

BOSWELL ALLIANCE CONSTRUCTION COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

GRANTEE:

SACRAMENTO REGIONAL TRANSIT DISTRICT

By: _____
MICHAEL R. WILEY
General Manager/CEO
[signature must be notarized]

Attachment C

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. 09-11-0184 adopted by the Board of Directors on November 9, 2009, 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

**EXHIBIT "A"
LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF SACRAMENTO, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SECTIONS 7, 8, 17 AND 18, TOWNSHIP 7 NORTH, RANGE 5 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT CONCRETE MONUMENT WITH A BRASS PLATE LOCATED ON THE NORTHERLY LINE OF SECTION 18 FROM WHICH THE CORNER COMMON TO SAID SECTIONS 7, 8, 17 AND 18, BEARS SOUTH 89 DEGREES 57'00" EAST 1347.05 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 00 DEGREES 09'50" EAST 465.47 FEET TO POINT FROM WHICH THE SOUTHWESTERLY CORNER OF THAT CERTAIN 10.317 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK 4210 OF OFFICIAL RECORDS AT PAGE 257, BEARS NORTH 00 DEGREES 09'50" EAST 802.45 FEET; THENCE SOUTH 83 DEGREES 48'56" EAST, 110.22 FEET; THENCE NORTH 69 DEGREES 13'00" EAST 32.49 FEET; THENCE NORTH 76 DEGREES 22'25" EAST 893.00 FEET; THENCE NORTH 13 DEGREES 37'35" WEST 211.02 FEET; THENCE NORTH 76 DEGREES 22'25" EAST 110.00 FEET; THENCE NORTH 64 DEGREES 17'40" EAST 42.95 FEET; THENCE NORTH 76 DEGREES 22'25" EAST 105.00 FEET; THENCE NORTH 13 DEGREES 37'35" WEST 1.06 FEET; THENCE NORTH 76 DEGREES 22'25" EAST 105.00 FEET; THENCE NORTH 84 DEGREES 53'40" EAST 42.47 FEET; THENCE NORTH 76 DEGREES 22'25" EAST, 110.00 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL NO. 1 OF THAT CERTAIN EASEMENT TO THE CITY OF SACRAMENTO RECORDED AUGUST 31, 1964 IN THE OFFICE OF SAID RECORDER IN BOOK 5049 OF OFFICIAL RECORDS AT PAGE 207; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL NO. 1 THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 13 DEGREES 37'35" EAST 1465.77 FEET AND CURVING TO THE RIGHT ON AN ARC OF 5850.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 09 DEGREES 44'35" EAST, 792.38 FEET; THENCE NORTH 70 DEGREES 10'00" WEST 620.37 FEET TO A FENCE CORNER, FROM WHICH THE CORNER COMMON TO SAID SECTION 7, 8, 17 AND 18 BEARS NORTH 00 DEGREES 24'30" WEST 989.25 FEET; THENCE WESTERLY IN A STRAIGHT LINE TO A POINT ON THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 18, LOCATED ALONG SAID LINE SOUTH 00 DEGREES 29'17" WEST 967.85 FEET FROM THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DEEDED TO THE CITY OF SACRAMENTO IN DEED RECORDED SEPTEMBER 29, 1969, IN BOOK 4125 OF OFFICIAL RECORDS, AT PAGE 606; THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 29'17" EAST 967.85 FEET TO SAID SOUTHWEST CORNER OF SAID PARCEL DEEDED TO THE CITY OF SACRAMENTO THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID PARCEL OF LAND THE FOLLOWING TWO COURSES AND DISTANCES; SOUTH 89 DEGREES 57'00" EAST 35.00 FEET AND NORTH 00 DEGREES 21'24" EAST 25.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 18, THENCE ALONG A FENCE LINE MARKING TO THE NORTH LINE OF SAID SECTION 18, SOUTH 89 DEGREES 57'00" EAST 2523.71 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE NORTH LINE OF SAID SECTION 18 FROM WHICH THE NORTHWEST CORNER THEREOF BEARS NORTH 89 DEGREES 57'00" WEST 1422.54 FEET; THENCE FROM SAID POINT OF BEGINNING EASTERLY ALONG THE NORTH LINE OF SAID

EXHIBIT "A"
LEGAL DESCRIPTION continued

SECTION 18 SOUTH 89 DEGREES 57'00" EAST 624.19 FEET; THENCE SOUTH 00 DEGREES 29'17" WEST 992.50 FEET; THENCE NORTH 89 DEGREES 58'50" WEST 659.14 FEET THENCE NORTH 00 DEGREES 29'17" EAST 967.85 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DEEDED TO THE CITY OF SACRAMENTO RECORDED SEPTEMBER 29, 1960 IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK 4125 OF OFFICIAL RECORDS PAGE 606; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID PARCEL OF LAND THE FOLLOWING TWO COURSES AND DISTANCES; SOUTH 89 DEGREES 57'00" EAST 35.0 FEET AND NORTH 00 DEGREES 21'24" EAST 25.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, AN UNDIVIDED ONE-HALF INTEREST IN THOSE CERTAIN MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND AND REAL PROPERTY, WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED WITHOUT, HOWEVER, ANY RIGHT TO USE THE SURFACE OF SUCH LAND AND REAL PROPERTY OR ANY OTHER PORTION THEREOF ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SUCH LAND AND REAL PROPERTY FOR ANY PURPOSE WHATSOEVER, AS GRANTED IN THE DEED EXECUTED BY JOHN W. STONE AND MILDRED M. STONE RECORDED JANUARY 19, 1990, IN BOOK 90-01-19 PAGE 1409, OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED REAL PROPERTY LYING WITHIN SECTION 18, TOWNSHIP 7 NORTH, RANGE 5 EAST, M.D.M.

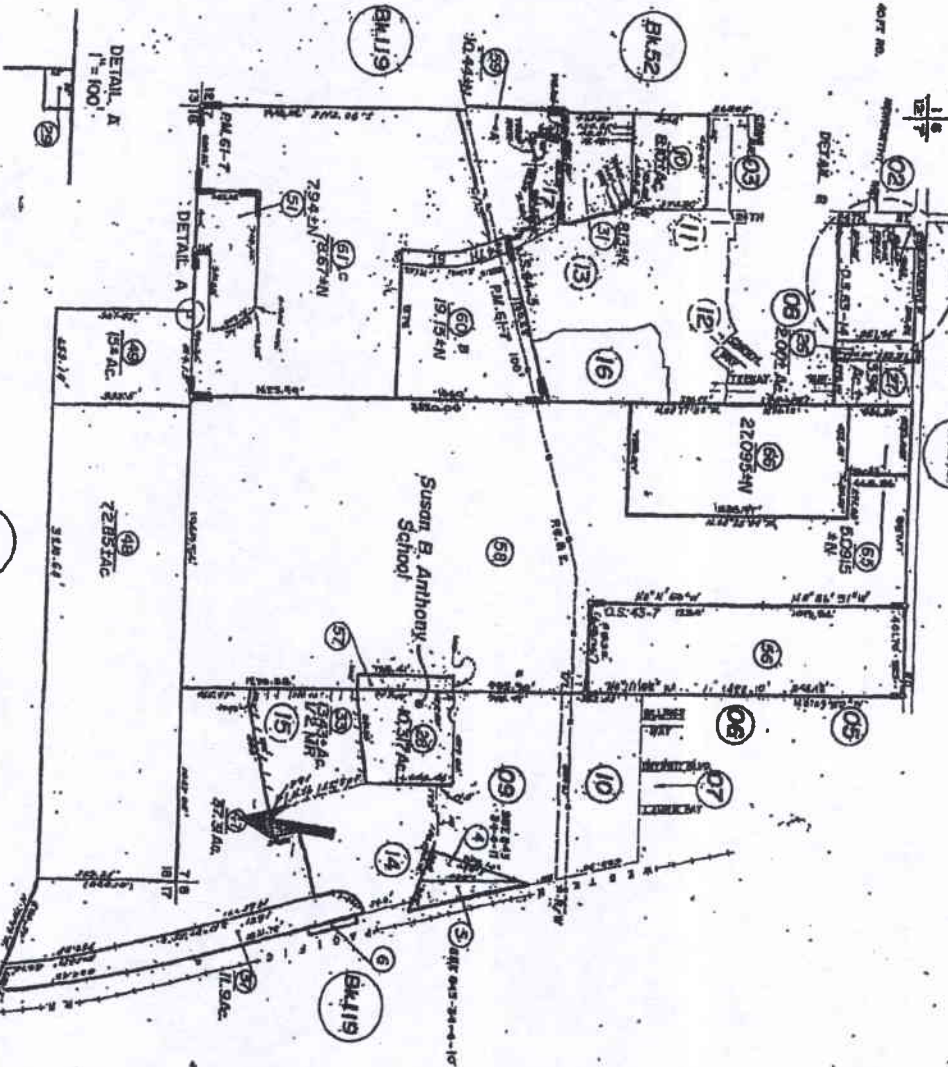
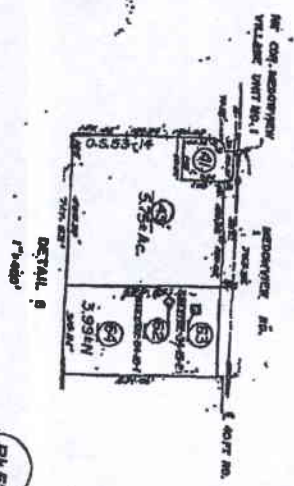
A.P.N. 053-0010-047

POR. SEC. 7, 8, 17 & 18 T. 4N., R. 5E., MDB & M.

Tax Area Code

53-01

DEC 17 2007



Record of Survey, OS Bk. 64, Pg. 512-19-2003)
 Record of Survey, O.S. Bk. 43, Pg. 71-12-88)
 Record of Survey, O.S. Bk. 53, Pg. 14 (6-14-94)

NOTE—Assessor's Block Numbers Shown in Ellipses.
 Assessor's Parcel Numbers Shown in Circles.

CITY OF SACRAMENTO
 Assessor's Map Bk. 53-Pg. 01
 County of Sacramento, Calif.



December 3, 2009

Exhibit B

APN 053-0010-047 west

A non exclusive easement for the purpose of constructing, operating and maintaining a Transit System, including utilities and all necessary appurtenances on, over, under and across the following described property.

A portion of the tract of land granted to Stone Trustees, etal in Document No. 20041217-0709, Official Records of Sacramento County, located in Sections 8 and 17, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

Beginning at a point in the above described tract of land and from which point the Northeast corner of said lands bears the following two (2) consecutive courses and distances:

1. North 13°59'35" West for a distance of 49.33 feet to the northerly line of said lands; and
 2. North 76°00'25" East for a distance of 105.00 feet;
- thence from the Point of Beginning the following twenty-six (26) consecutive courses and distances:

1. South 77°32'51" East for a distance of 78.43 feet;
2. along a non-tangent curve to the left, concave easterly, having a radius of 1100.00 feet, a central angle of 10°43'24", an arc length of 205.88 feet, and a chord bearing South 08°37'53" East for a distance of 205.58 feet;
3. South 13°59'35" East for a distance of 271.50 feet;
4. North 76°00'25" East for a distance of 9.00 feet;
5. South 13°59'35" East for a distance of 960.61 feet;
6. South 09°46'49" East for a distance of 610.13 feet;
7. South 06°24'04" East for a distance of 95.37 feet to the southerly line of said tract;
8. along said southerly line North 70°32'00" West for a distance of 143.10 feet;
9. leaving said southerly line North 02°06'19" West for a distance of 35.97 feet;
10. North 87°53'41" East for a distance of 20.00 feet;
11. North 05°50'56" West for a distance of 285.80 feet;
12. South 76°06'18" West for a distance of 144.27 feet;
13. North 13°57'28" West for a distance of 334.00 feet;
14. South 76°06'23" West for a distance of 25.00 feet;
15. North 13°57'15" West for a distance of 88.50 feet;
16. North 35°10'29" East for a distance of 49.17 feet;
17. North 13°53'37" West for a distance of 323.62 feet;
18. North 76°10'15" East for a distance of 108.30 feet;
19. North 13°49'45" West for a distance of 99.45 feet;
20. North 08°53'55" East for a distance of 71.11 feet;
21. North 09°16'21" West for a distance of 271.34 feet;
22. North 13°55'56" West for a distance of 201.46 feet;

23. North 27°28'44" West for a distance of 107.34 feet;
24. North 17°35'40" West for a distance of 45.70 feet;
25. North 02°52'44" East for a distance of 98.37 feet;
26. North 04°13'10" West for a distance of 124.41 feet to the Point of Beginning.

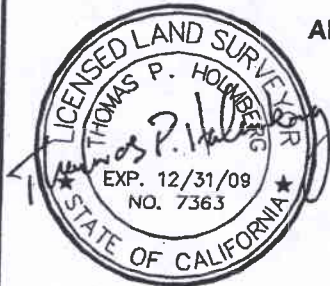
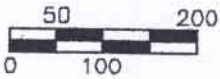
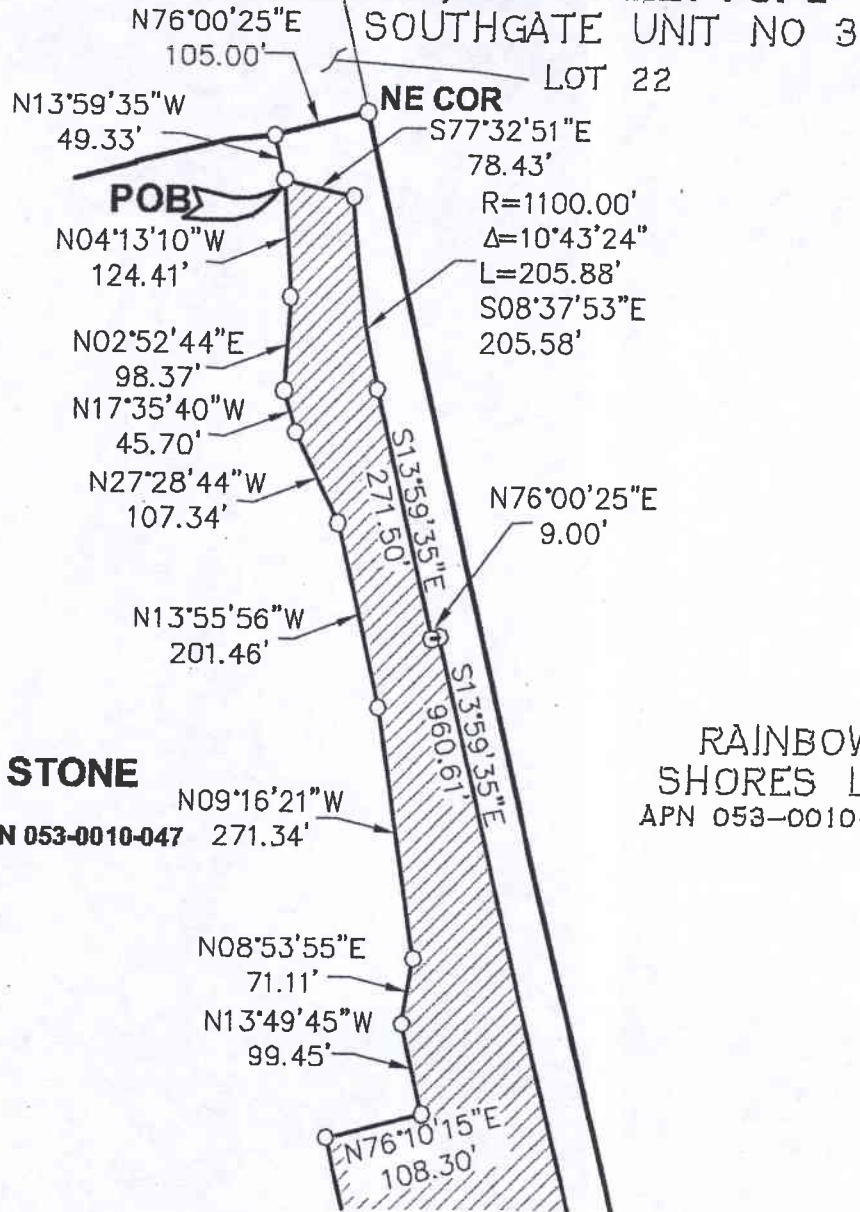
Containing an area of 7.337 acres, more or less.

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 'B1' attached hereto and made a part hereof.



STONE TRUSTEES, ETAL
BOOK 20041217 AT PAGE 0709
A PORTION OF SECTIONS 8 & 17, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=200' DECEMBER 3, 2009 SHEET 1 OF 2



STONE
 APN 053-0010-047 271.34'

RAINBOW SHORES LLC
 APN 053-0010-037

LEGEND



AREA: 7.337±AC

SEE SHEET 2

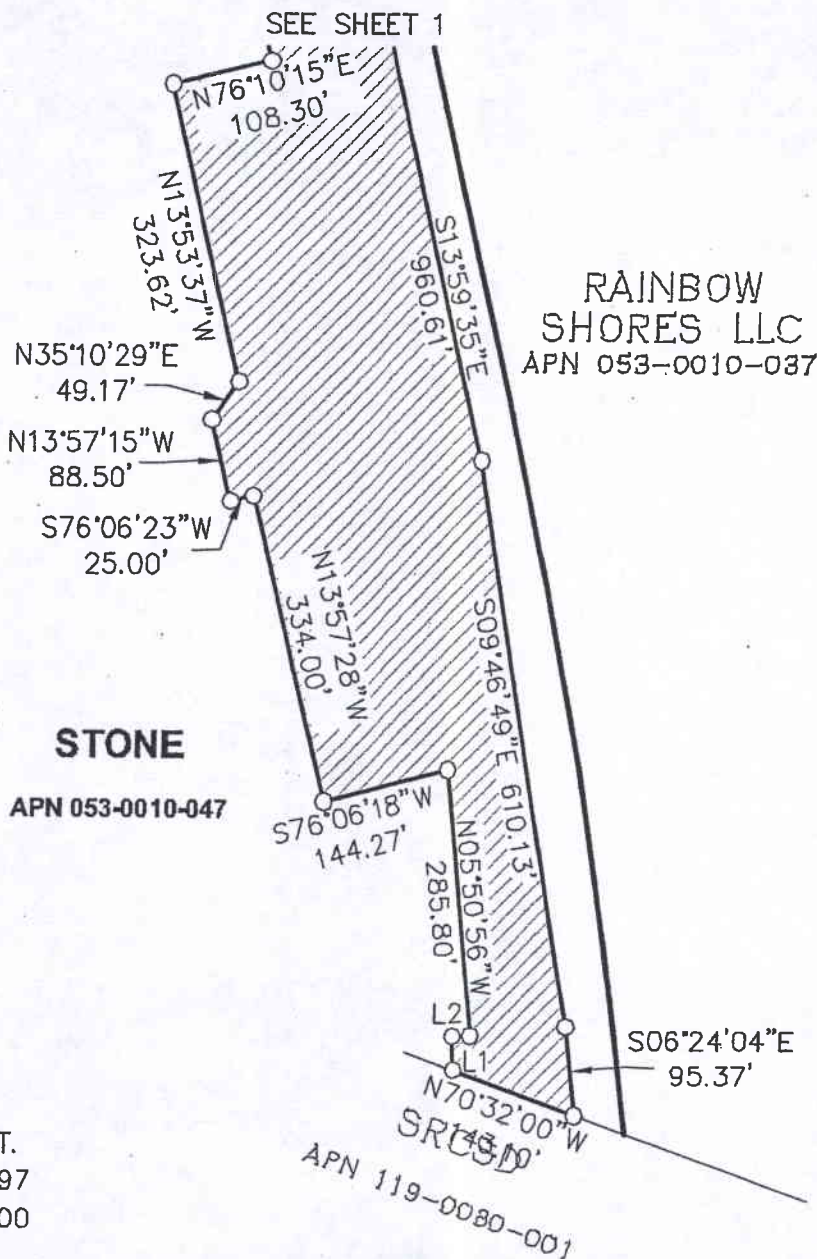
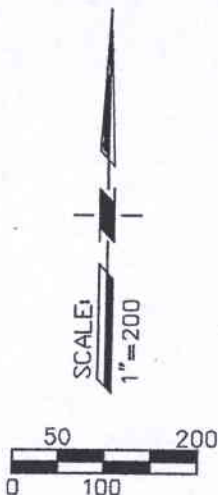
SEE SHEET 2 FOR LINE TABLE

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SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2
 APN 053-0010-047
 SRTD PARCEL S61.06

STONE TRUSTEES, ETAL
BOOK 20041217 AT PAGE 0709
A PORTION OF SECTIONS 8 & 17, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=200' DECEMBER 3, 2009 SHEET 2 OF 2



LINE TABULATION

NO.	BEARING	DIST.
L1	N02°06'19"W	35.97
L2	N87°53'41"E	20.00

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 APN 053-0010-047
 SRSD PARCEL S61.06

March 22, 2009

Exhibit C

APN 053-0010-047

A portion of the tract of land granted to Stone Trustees, etal in Document No. 20041217-0709, Official Records of Sacramento County, located in Sections 8 and 17, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

Beginning at the Northeast corner of the above described lands of Stone; thence along the Easterly and Southerly lines of said lands of Stone the following three (3) consecutive courses and distances:

1. South 13°59'35" East for a distance of 1465.73 feet;
2. along a tangent curve to the right, concave Southwesterly, having a radius of 5849.85 feet, a central angle of 7°46'00", an arc length of 792.97 feet, and a chord bearing South 10°06'37" East for a distance of 792.36 feet and
3. North 70°32'00" West for a distance of 58.44 feet; thence leaving said Southerly line the following eight (8) consecutive courses and distances:
 1. North 06°24'04" West for a distance of 95.37 feet;
 2. North 09°46'49" West for a distance of 610.13 feet;
 3. North 13°59'35" West for a distance of 960.61 feet;
 4. South 76°00'25" West for a distance of 9.00 feet;
 5. North 13°59'35" West for a distance of 271.50 feet;
 6. along a tangent curve to the right, concave Easterly, having a radius of 1100.00 feet, a central angle of 10°43'24", an arc length of 205.87 feet and a chord bearing North 08°37'53" West for a distance of 205.58 feet;
 7. North 77°32'51" West for a distance of 78.43 feet and
 8. North 13°59'35" West for a distance of 49.33 feet to a point on the Northerly line of said lands of Stone; thence North 76°00'25" East along said Northerly line for a distance of 105.00 feet to the Point of Beginning.

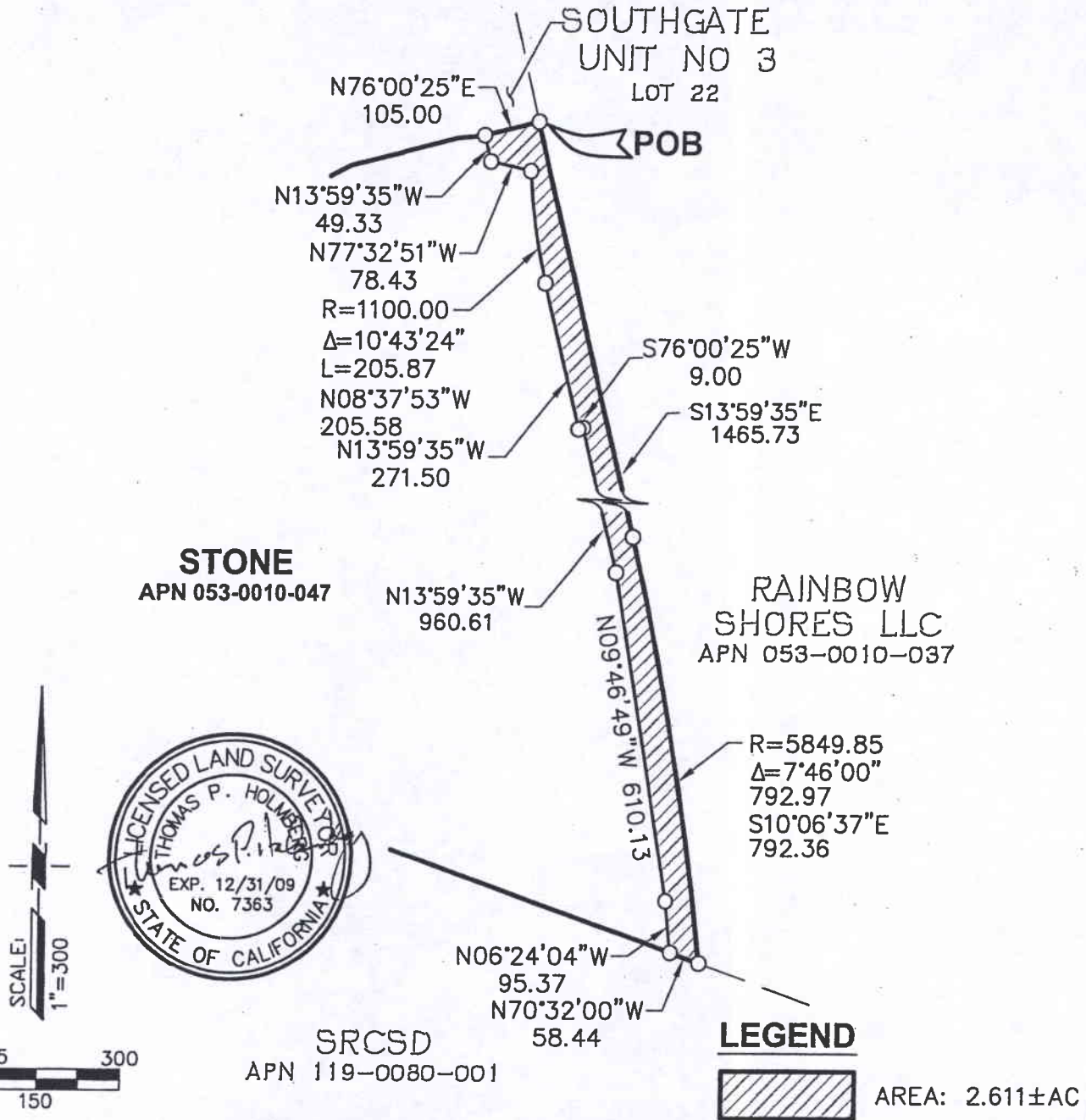
CONTAINING: an area of 2.611 acres, more or less.

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 'C' attached hereto and made a part hereof.



STONE TRUSTEES, ETAL
BOOK 20041217 AT PAGE 0709
A PORTION OF SECTIONS 8 & 17, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=300' JUNE 22, 2009



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SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2
 APN 053-0010-047
 SRTD PARCEL S61.06

EXHIBIT D

December 3, 2009

APN 053-0010-047

Temporary Construction Easement

A portion of the tract of land granted to Stone Trustees, etal in Document No. 20041217-0709, Official Records of Sacramento County, located in Sections 8 and 17, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

Beginning at a point on the northerly line of the above described tract of land and from said point the Northeast corner of said tract bears North 76°00'25" East for a distance of 105.00 feet along said northerly line; thence from the Point of Beginning the following forty-one (41) consecutive courses and distances:

1. South 13°59'35" East for a distance of 49.33 feet;
2. South 04°13'10" East for a distance of 124.41 feet;
3. South 02°52'44" West for a distance of 98.37 feet;
4. South 17°35'40" East for a distance of 45.70 feet;
5. South 27°28'44" East for a distance of 107.34 feet;
6. South 13°55'56" East for a distance of 201.46 feet;
7. South 09°16'21" East for a distance of 271.34 feet;
8. South 08°53'55" West for a distance of 71.11 feet;
9. South 13°49'45" East for a distance of 99.45 feet;
10. South 76°10'15" West for a distance of 108.30 feet;
11. South 13°53'37" East for a distance of 323.62 feet;
12. South 35°10'29" West for a distance of 49.17 feet;
13. South 13°57'15" East for a distance of 88.50 feet;
14. North 76°06'23" East for a distance of 25.00 feet;
15. South 13°57'28" East for a distance of 334.00 feet;
16. North 76°06'18" East for a distance of 144.27 feet;
17. South 05°50'56" East for a distance of 285.80 feet;
18. South 87°53'41" West for a distance of 20.00 feet;
19. South 02°06'19" East for a distance of 35.97 feet to the southerly line of said tract;
20. along said southerly line North 70°32'00" West for a distance of 10.75 feet;
21. leaving said southerly line North 02°06'19" West for a distance of 47.71 feet;
22. North 09°12'17" East for a distance of 34.31 feet;
23. North 05°50'56" West for a distance of 212.02 feet;
24. South 76°06'18" West for a distance of 141.22 feet;
25. North 13°57'28" West for a distance of 334.00 feet;
26. South 76°06'23" West for a distance of 30.00 feet;
27. North 13°57'28" West for a distance of 113.81 feet;
28. North 31°02'32" East for a distance of 52.61 feet;
29. North 13°53'37" West for a distance of 338.31 feet;

30. North 76°10'15" East for a distance of 108.33 feet;
31. North 13°49'45" West for a distance of 79.48 feet;
32. North 08°53'55" East for a distance of 72.14 feet;
33. North 09°16'21" West for a distance of 266.33 feet;
34. North 13°55'56" West for a distance of 197.47 feet;
35. North 27°28'44" West for a distance of 106.53 feet;
36. North 17°35'40" West for a distance of 52.38 feet;
37. North 02°52'44" East for a distance of 101.34 feet;
38. North 04°13'10" West for a distance of 120.72 feet;
39. North 13°59'35" West for a distance of 50.19 feet to the northerly line of said tract;
40. along said northerly line North 84°31'40" East for a distance of 20.22 feet;
41. continuing along said northerly line North 76°00'25" East for a distance of 5.00 feet to the Point of Beginning.

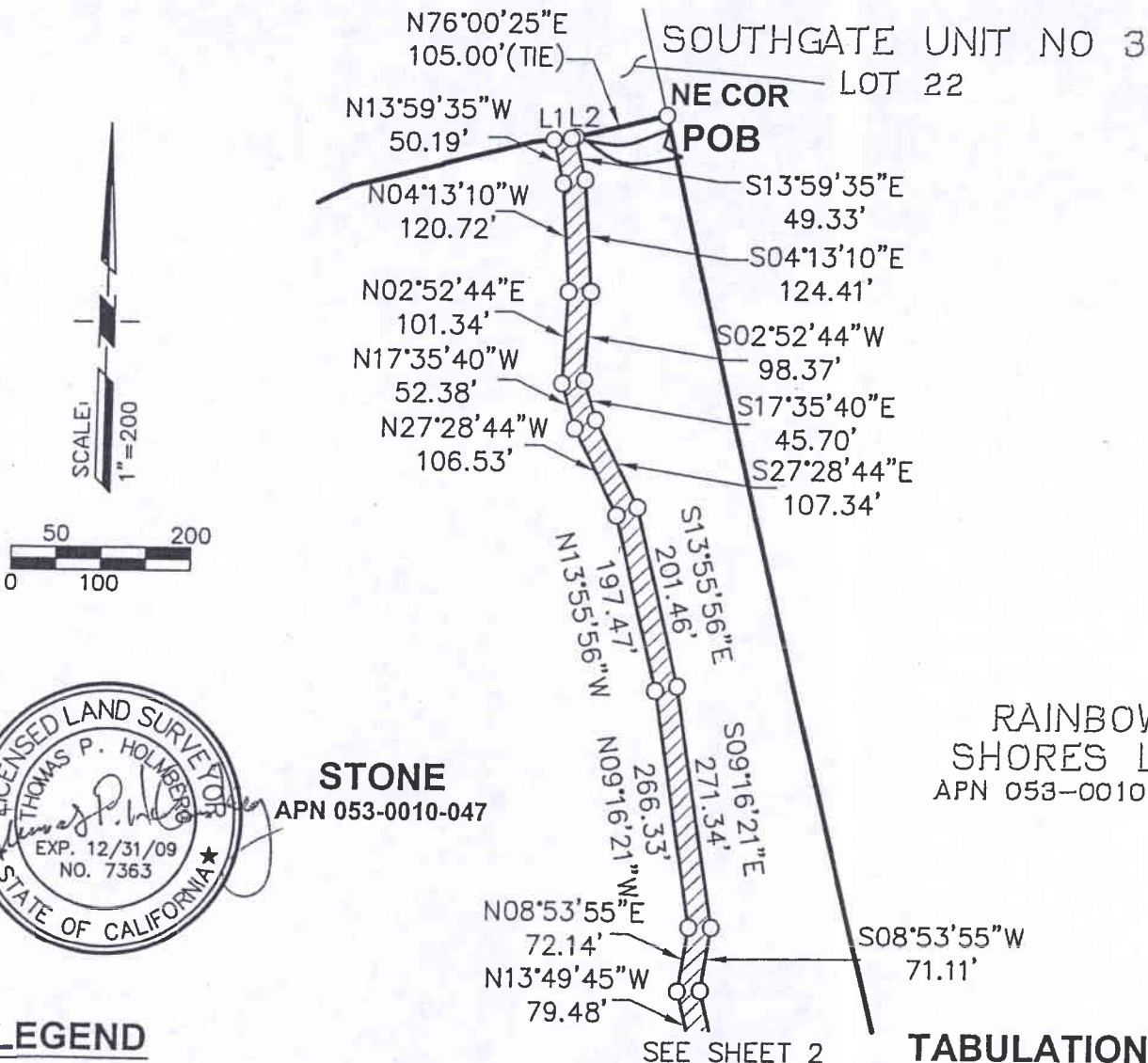
Containing an area of 1.315 acres, more or less.

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.



STONE TRUSTEES, ETAL
BOOK 20041217 AT PAGE 0709
A PORTION OF SECTIONS 8 & 17, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=200' DECEMBER 3, 2009 SHEET 1 OF 2



STONE
 APN 053-0010-047

RAINBOW SHORES LLC
 APN 053-0010-037

LEGEND

 TEMPORARY CONSTRUCTION
 EASEMENT AREA: 1.315±AC

TABULATION

NO.	BEARING	DIST.
L1	N84°31'40"E	20.22
L2	N76°00'25"E	5.00

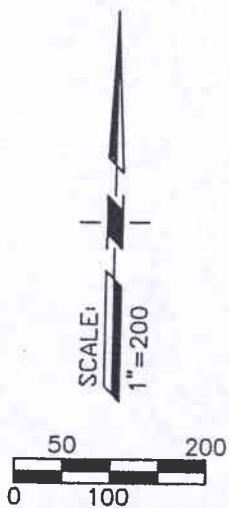
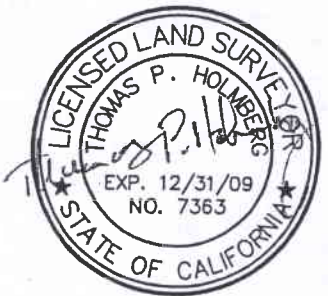
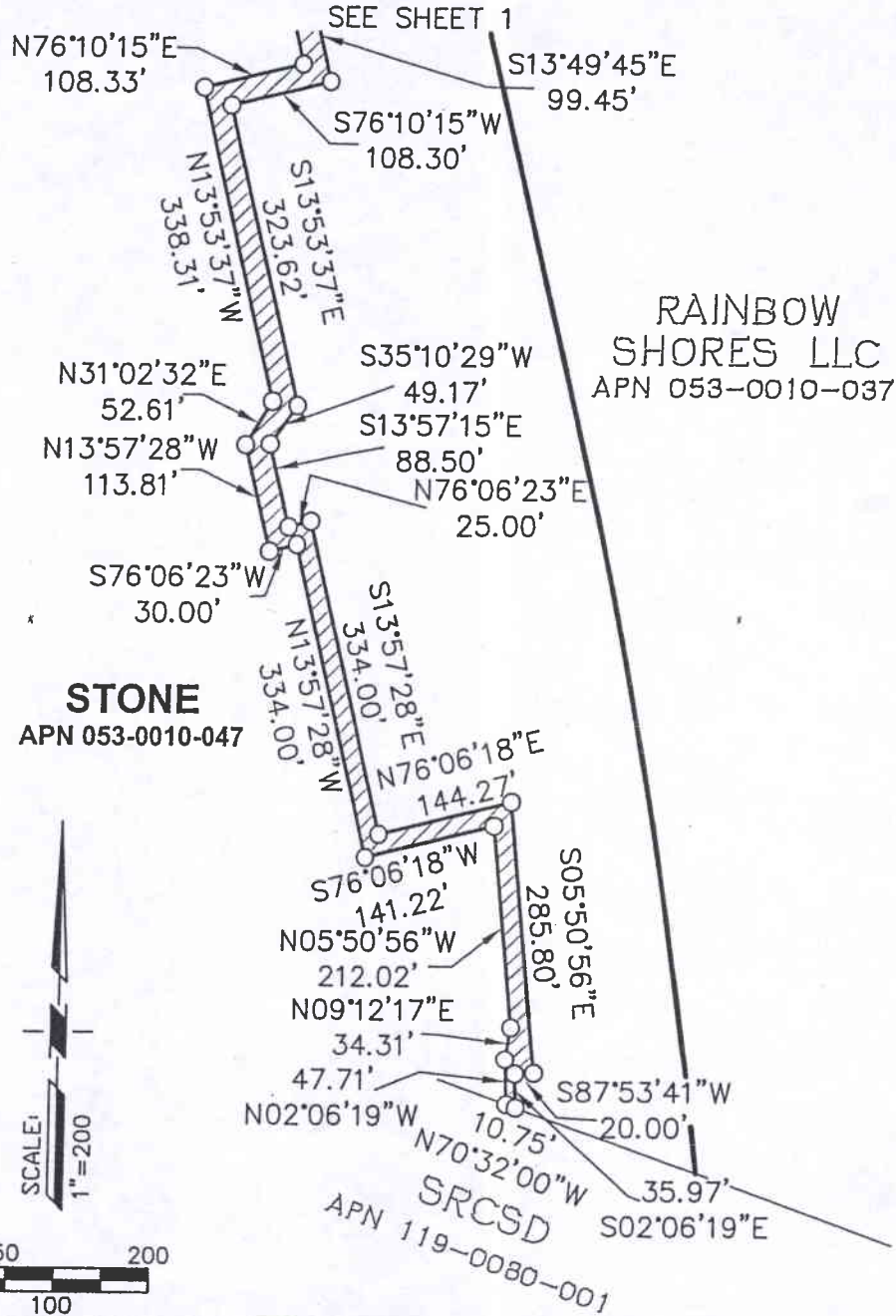
SEE SHEET 2

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SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2
 APN 053-0010-047
 SRTD PARCEL S61.06

STONE TRUSTEES, ETAL
BOOK 20041217 AT PAGE 0709
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SCALE: 1"=200' DECEMBER 3, 2009 SHEET 2 OF 2



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APN 053-0010-047
SRTD PARCEL S61.06

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: J.W. BILL STONE AND MILDRED STONE, Trustees of the STONE FAMILY TRUST dated November 6, 1997; SUZANNE NIELSEN, Trustee of the LISA STONE KELLEY 2004 TRUST NO. 1 established December 15, 2004, the LISA STONE KELLEY 2004 TRUST NO. 2 established December 15, 2004 and the MELINDA C. STONE 2004 TRUST established December 15, 2004; J.W. BILL STONE AND MILDRED STONE, Trustees of the LISA STONE KELLEY TRUST 2004 CHARITABLE REMAINDER UNITRUST established December 15, 2004, the MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST established December 15, 2004, and the BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNITRUST; STONE ENTERPRISES, L.P, a California limited partnership; and BOSWELL ALLIANCE CONSTRUCTION COMPANY

Please take notice that at its May 23, 2011 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 053-0010-047) 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 the Regional Transit Auditorium, 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., May 20, 2011, 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.

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

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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)

J.W. Bill Stone
36 Keel Court
Sacramento CA 95831

Suzanne Nielsen
36 Keel Court
Sacramento CA 95831

Charlie Cummings
Sullivan, Workman & Dee
800 S. Figueroa Street Suite 1200
Los Angeles, CA 90017

Anne Boswell
Boswell Alliance Construction
1592 Union Street, Suite 500
San Francisco, CA 94123

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 April 19, 2011:

By: Kathleen J. Lonergan
Kathleen J. Lonergan

RESOLUTION NO. 11-05-_____

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

May 23, 2011

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

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, ("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 to its existing system from its current terminus at 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 053-0010-047, and more fully described in Exhibit A, B, C, and D and depicted in Exhibit A1, B1, C1, and D1, 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 permanent easement, encumbered easement and a temporary construction easement in the Property as described in Exhibits A, B, C, and D.
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 May 23, 2011 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.

DON NOTTOLI, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: _____
Cindy Brooks, Assistant Secretary

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, CITY OF SACRAMENTO, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SECTIONS 7, 8, 17 AND 18, TOWNSHIP 7 NORTH, RANGE 5 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT CONCRETE MONUMENT WITH A BRASS PLATE LOCATED ON THE NORTHERLY LINE OF SECTION 18 FROM WHICH THE CORNER COMMON TO SAID SECTIONS 7, 8, 17 AND 18, BEARS SOUTH 89 DEGREES 57'00" EAST 1347.05 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 00 DEGREES 09'50" EAST 465.47 FEET TO POINT FROM WHICH THE SOUTHWESTERLY CORNER OF THAT CERTAIN 10.317 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK 4210 OF OFFICIAL RECORDS AT PAGE 257, BEARS NORTH 00 DEGREES 09'50" EAST 802.45 FEET; THENCE SOUTH 83 DEGREES 48'56" EAST, 110.22 FEET; THENCE NORTH 69 DEGREES 13'00" EAST 32.49 FEET; THENCE NORTH 76 DEGREES 22'25" EAST 893.00 FEET; THENCE NORTH 13 DEGREES 37'35" WEST 211.02 FEET; THENCE NORTH 76 DEGREES 22'25" EAST 110.00 FEET; THENCE NORTH 64 DEGREES 17'40" EAST 42.95 FEET; THENCE NORTH 76 DEGREES 22'25" EAST 105.00 FEET; THENCE NORTH 13 DEGREES 37'35" WEST 1.06 FEET; THENCE NORTH 76 DEGREES 22'25" EAST 105.00 FEET; THENCE NORTH 84 DEGREES 53'40" EAST 42.47 FEET; THENCE NORTH 76 DEGREES 22'25" EAST, 110.00 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL NO. 1 OF THAT CERTAIN EASEMENT TO THE CITY OF SACRAMENTO RECORDED AUGUST 31, 1964 IN THE OFFICE OF SAID RECORDER IN BOOK 5049 OF OFFICIAL RECORDS AT PAGE 207; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL NO. 1 THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 13 DEGREES 37'35" EAST 1465.77 FEET AND CURVING TO THE RIGHT ON AN ARC OF 5850.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 09 DEGREES 44'35" EAST, 792.38 FEET; THENCE NORTH 70 DEGREES 10'00" WEST 620.37 FEET TO A FENCE CORNER, FROM WHICH THE CORNER COMMON TO SAID SECTION 7, 8, 17 AND 18 BEARS NORTH 00 DEGREES 24'30" WEST 989.25 FEET; THENCE WESTERLY IN A STRAIGHT LINE TO A POINT ON THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 18, LOCATED ALONG SAID LINE SOUTH 00 DEGREES 29'17" WEST 967.85 FEET FROM THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DEEDED TO THE CITY OF SACRAMENTO IN DEED RECORDED SEPTEMBER 29, 1969, IN BOOK 4125 OF OFFICIAL RECORDS, AT PAGE 606; THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 29'17" EAST 967.85 FEET TO SAID SOUTHWEST CORNER OF SAID PARCEL DEEDED TO THE CITY OF SACRAMENTO THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID PARCEL OF LAND THE FOLLOWING TWO COURSES AND DISTANCES; SOUTH 89 DEGREES 57'00" EAST 35.00 FEET AND NORTH 00 DEGREES 21'24" EAST 25.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 18, THENCE ALONG A FENCE LINE MARKING TO THE NORTH LINE OF SAID SECTION 18, SOUTH 89 DEGREES 57'00" EAST 2523.71 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE NORTH LINE OF SAID SECTION 18 FROM WHICH THE NORTHWEST CORNER THEREOF BEARS NORTH 89 DEGREES 57'00" WEST 1422.54 FEET; THENCE FROM SAID POINT OF BEGINNING EASTERLY ALONG THE NORTH LINE OF SAID

EXHIBIT "A"
LEGAL DESCRIPTION continued

SECTION 18 SOUTH 89 DEGREES 57'00" EAST 624.19 FEET; THENCE SOUTH 00 DEGREES 29'17" WEST 992.50 FEET; THENCE NORTH 89 DEGREES 58'50" WEST 659.14 FEET THENCE NORTH 00 DEGREES 29'17" EAST 967.85 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DEEDED TO THE CITY OF SACRAMENTO RECORDED SEPTEMBER 29, 1960 IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK 4125 OF OFFICIAL RECORDS PAGE 606; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID PARCEL OF LAND THE FOLLOWING TWO COURSES AND DISTANCES; SOUTH 89 DEGREES 57'00" EAST 35.0 FEET AND NORTH 00 DEGREES 21'24" EAST 25.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, AN UNDIVIDED ONE-HALF INTEREST IN THOSE CERTAIN MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID AND REAL PROPERTY, WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED WITHOUT, HOWEVER, ANY RIGHT TO USE THE SURFACE OF SUCH LAND AND REAL PROPERTY OR ANY OTHER PORTION THEREOF ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SUCH LAND AND REAL PROPERTY FOR ANY PURPOSE WHATSOEVER, AS GRANTED IN THE DEED EXECUTED BY JOHN W. STONE AND MILDRED M. STONE RECORDED JANUARY 19, 1990, IN BOOK 90-01-19 PAGE 1409, OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED REAL PROPERTY LYING WITHIN SECTION 18, TOWNSHIP 7 NORTH, RANGE 5 EAST, M.D.M.

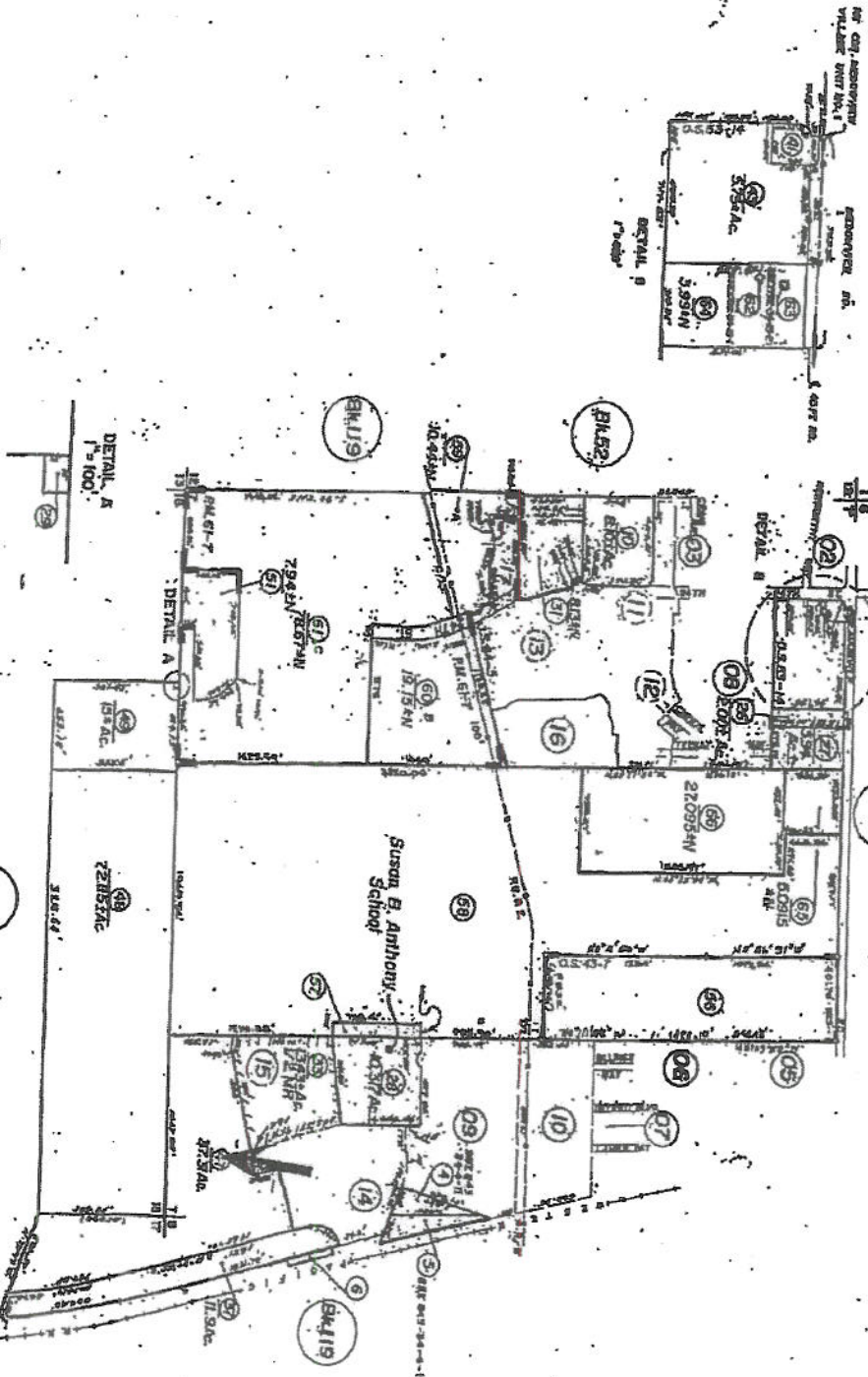
A.P.N. 053-0010-047

FOR SEC. 7, B. 17, A. 18 T. 4N., R. 5E., M.D.B. & M.

Tax Acre Code

53-01

DEC 17 2007



Record of Survey, O.S. Bk. 64, Pg. 5 (2-19-2003)
 Record of Survey, O.S. Bk. 43, Pg. 7 (1-2-88)
 Record of Survey, O.S. Bk. 53, Pg. 14 (6-14-94)

NOTE—Assessor's Block Numbers Shown in Ellipse.
 Assessor's Parcel Numbers Shown in Circles.

CITY OF SACRAMENTO
 Assessor's Map Bk. 53-Pg. 01
 County of Sacramento, Calif.

December 3, 2009

Exhibit B

APN 053-0010-047 west

A non exclusive easement for the purpose of constructing, operating and maintaining a Transit System, including utilities and all necessary appurtenances on, over, under and across the following described property.

A portion of the tract of land granted to Stone Trustees, etal in Document No. 20041217-0709, Official Records of Sacramento County, located in Sections 8 and 17, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

Beginning at a point in the above described tract of land and from which point the Northeast corner of said lands bears the following two (2) consecutive courses and distances:

1. North 13°59'35" West for a distance of 49.33 feet to the northerly line of said lands; and
 2. North 76°00'25" East for a distance of 105.00 feet;
- thence from the Point of Beginning the following twenty-six (26) consecutive courses and distances:

1. South 77°32'51" East for a distance of 78.43 feet;
2. along a non-tangent curve to the left, concave easterly, having a radius of 1100.00 feet, a central angle of 10°43'24", an arc length of 205.88 feet, and a chord bearing South 08°37'53" East for a distance of 205.58 feet;
3. South 13°59'35" East for a distance of 271.50 feet;
4. North 76°00'25" East for a distance of 9.00 feet;
5. South 13°59'35" East for a distance of 960.61 feet;
6. South 09°46'49" East for a distance of 610.13 feet;
7. South 06°24'04" East for a distance of 95.37 feet to the southerly line of said tract;
8. along said southerly line North 70°32'00" West for a distance of 143.10 feet;
9. leaving said southerly line North 02°06'19" West for a distance of 35.97 feet;
10. North 87°53'41" East for a distance of 20.00 feet;
11. North 05°50'56" West for a distance of 285.80 feet;
12. South 76°06'18" West for a distance of 144.27 feet;
13. North 13°57'28" West for a distance of 334.00 feet;
14. South 76°06'23" West for a distance of 25.00 feet;
15. North 13°57'15" West for a distance of 88.50 feet;
16. North 35°10'29" East for a distance of 49.17 feet;
17. North 13°53'37" West for a distance of 323.62 feet;
18. North 76°10'15" East for a distance of 108.30 feet;
19. North 13°49'45" West for a distance of 99.45 feet;
20. North 08°53'55" East for a distance of 71.11 feet;
21. North 09°16'21" West for a distance of 271.34 feet;
22. North 13°55'56" West for a distance of 201.46 feet;

23. North 27°28'44" West for a distance of 107.34 feet;
24. North 17°35'40" West for a distance of 45.70 feet;
25. North 02°52'44" East for a distance of 98.37 feet;
26. North 04°13'10" West for a distance of 124.41 feet to the Point of Beginning.

Containing an area of 7.337 acres, more or less.

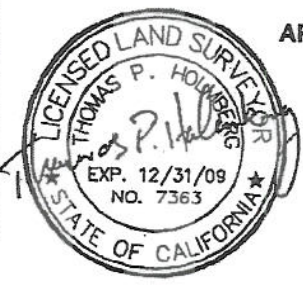
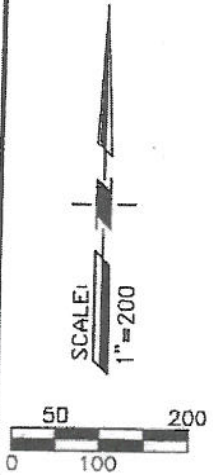
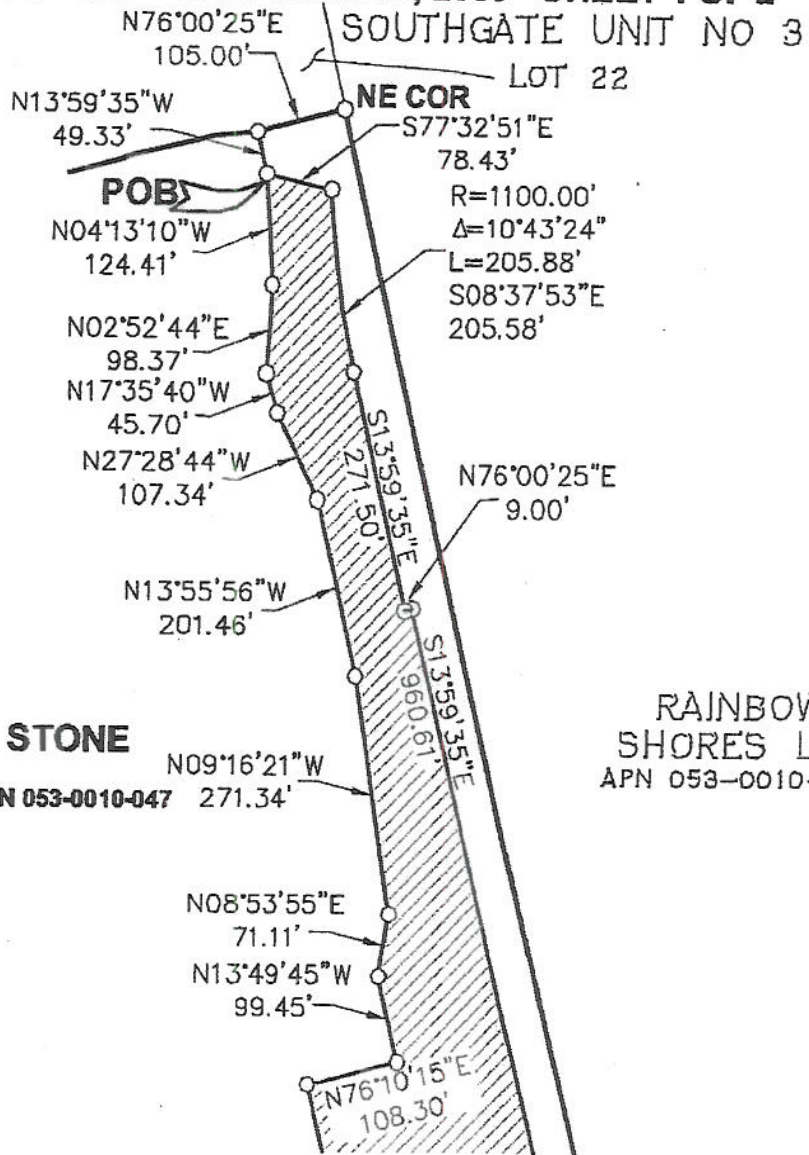
All bearings shown herein are grid, California State Plane Coordinate System, Zone 2, North American Datum of 1983. All distances herein are grid distances in U.S. Survey Feet. To compute ground distance, divide grid distances by 0.99997515477.

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



Exhibit B1


STONE TRUSTEES, ETAL
BOOK 20041217 AT PAGE 0709
A PORTION OF SECTIONS 8 & 17, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=200' DECEMBER 3, 2009 SHEET 1 OF 2



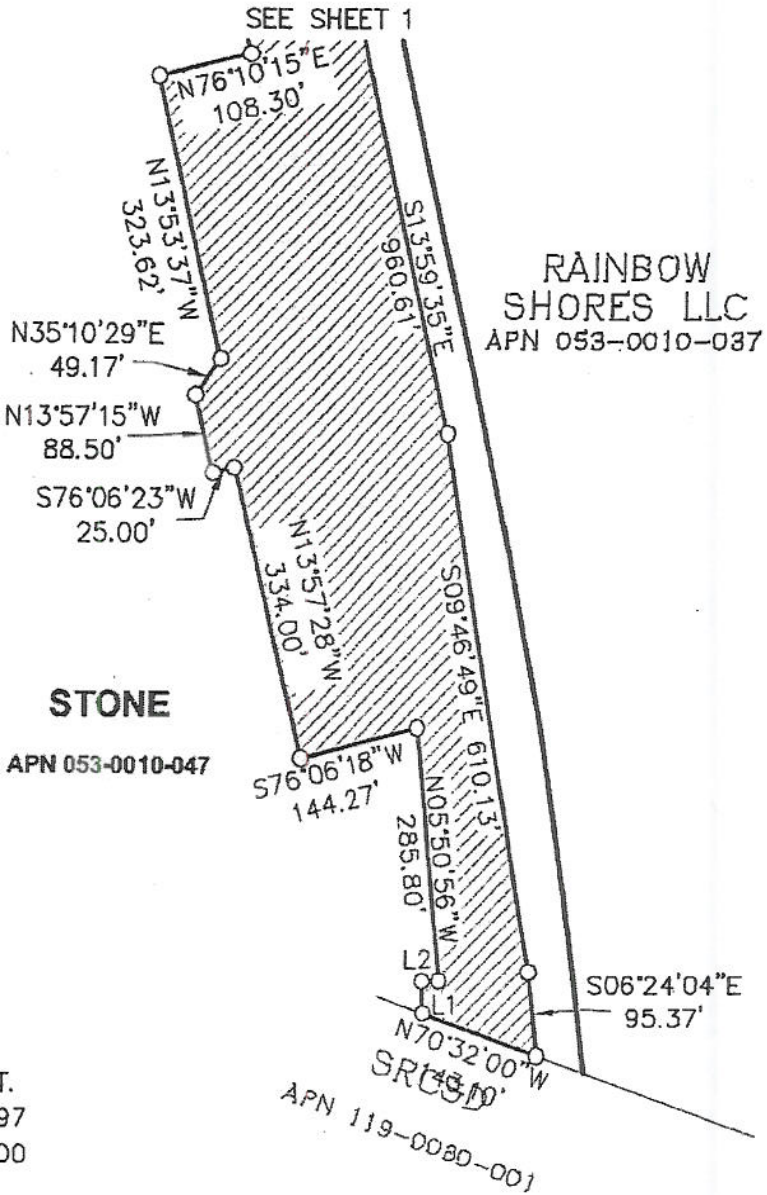
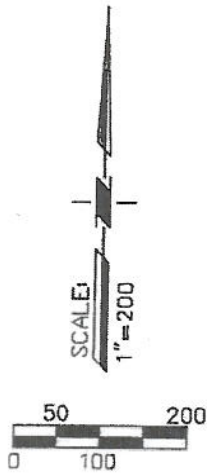
LEGEND
 AREA: 7.337±AC

RAINBOW SHORES LLC
 APN 053-0010-037

SEE SHEET 2
 SEE SHEET 2 FOR LINE TABLE

<p>ANDREGG GEOMATICS www.andregg.com 800-400-7072</p>	 Regional Transit	<p>ANDREGG GEOMATICS 11661 BLOCKER DRIVE, SUITE 200, AUBURN, CA 95603 SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2 APN 053-0010-047 SRD PARCEL S61.06</p>
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STONE TRUSTEES, ETAL
BOOK 20041217 AT PAGE 0709
A PORTION OF SECTIONS 8 & 17, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=200' DECEMBER 3, 2009 SHEET 2 OF 2



LINE TABULATION

NO.	BEARING	DIST.
L1	N02°06'19"W	35.97
L2	N87°53'41"E	20.00

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ANDREGG GEOMATICS
 11661 BLOCKER DRIVE, SUITE 200, AUBURN, CA 95603
SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2
 APN 053-0010-047
 SRTD PARCEL S61.06

March 22, 2009

Exhibit C

APN 053-0010-047

A portion of the tract of land granted to Stone Trustees, etal in Document No. 20041217-0709, Official Records of Sacramento County, located in Sections 8 and 17, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

Beginning at the Northeast corner of the above described lands of Stone; thence along the Easterly and Southerly lines of said lands of Stone the following three (3) consecutive courses and distances:

1. South 13°59'35" East for a distance of 1465.73 feet;
2. along a tangent curve to the right, concave Southwesterly, having a radius of 5849.85 feet, a central angle of 7°46'00", an arc length of 792.97 feet, and a chord bearing South 10°06'37" East for a distance of 792.36 feet and
3. North 70°32'00" West for a distance of 58.44 feet; thence leaving said Southerly line the following eight (8) consecutive courses and distances:
 1. North 06°24'04" West for a distance of 95.37 feet;
 2. North 09°46'49" West for a distance of 610.13 feet;
 3. North 13°59'35" West for a distance of 960.61 feet;
 4. South 76°00'25" West for a distance of 9.00 feet;
 5. North 13°59'35" West for a distance of 271.50 feet;
 6. along a tangent curve to the right, concave Easterly, having a radius of 1100.00 feet, a central angle of 10°43'24", an arc length of 205.87 feet and a chord bearing North 08°37'53" West for a distance of 205.58 feet;
 7. North 77°32'51" West for a distance of 78.43 feet and
 8. North 13°59'35" West for a distance of 49.33 feet to a point on the Northerly line of said lands of Stone; thence North 76°00'25" East along said Northerly line for a distance of 105.00 feet to the Point of Beginning.

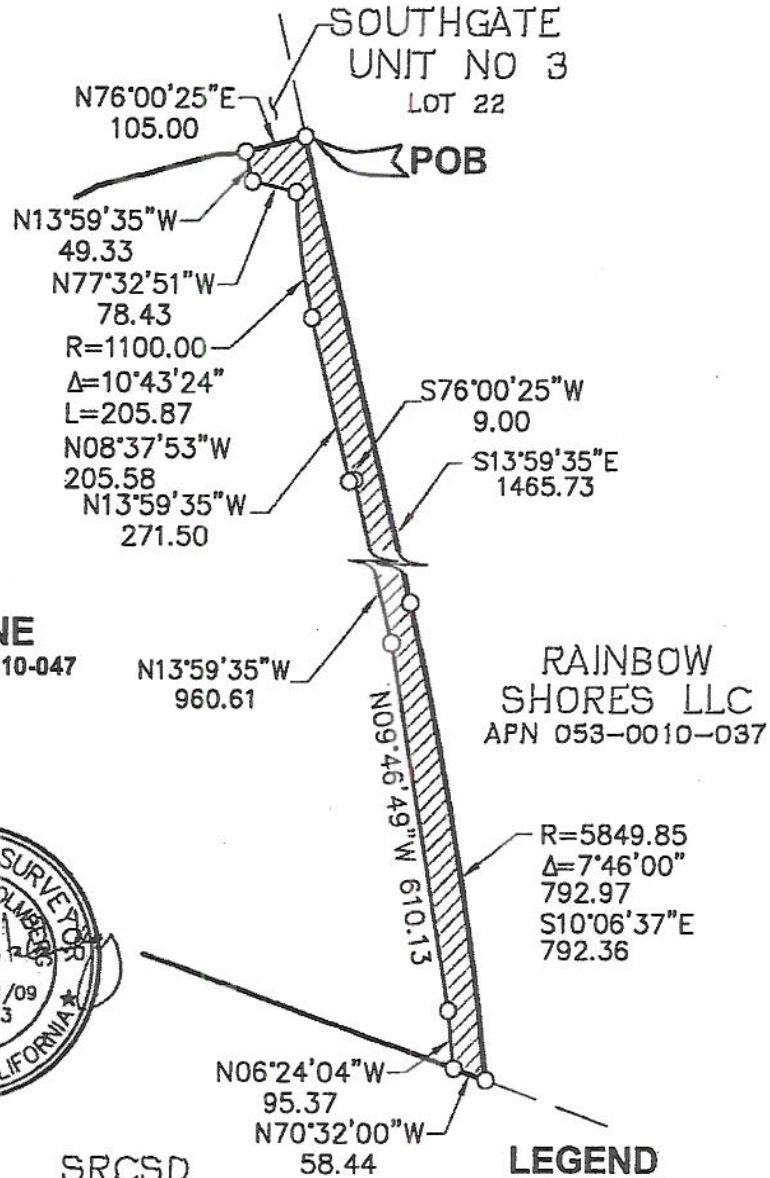
CONTAINING: an area of 2.611 acres, more or less.

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 'C' attached hereto and made a part hereof.



STONE TRUSTEES, ETAL
BOOK 20041217 AT PAGE 0709
A PORTION OF SECTIONS 8 & 17, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=300' JUNE 22, 2009



STONE
 APN 053-0010-047

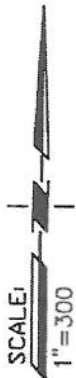
RAINBOW SHORES LLC
 APN 053-0010-037

SRCSD
 APN 119-0080-001

LEGEND



AREA: 2.611±AC



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SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2
 APN 053-0010-047
 SRTD PARCEL S61.06

EXHIBIT D

December 3, 2009

APN 053-0010-047

Temporary Construction Easement

A portion of the tract of land granted to Stone Trustees, etal in Document No. 20041217-0709, Official Records of Sacramento County, located in Sections 8 and 17, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

Beginning at a point on the northerly line of the above described tract of land and from said point the Northeast corner of said tract bears North 76°00'25" East for a distance of 105.00 feet along said northerly line; thence from the Point of Beginning the following forty-one (41) consecutive courses and distances:

1. South 13°59'35" East for a distance of 49.33 feet;
2. South 04°13'10" East for a distance of 124.41 feet;
3. South 02°52'44" West for a distance of 98.37 feet;
4. South 17°35'40" East for a distance of 45.70 feet;
5. South 27°28'44" East for a distance of 107.34 feet;
6. South 13°55'56" East for a distance of 201.46 feet;
7. South 09°16'21" East for a distance of 271.34 feet;
8. South 08°53'55" West for a distance of 71.11 feet;
9. South 13°49'45" East for a distance of 99.45 feet;
10. South 76°10'15" West for a distance of 108.30 feet;
11. South 13°53'37" East for a distance of 323.62 feet;
12. South 35°10'29" West for a distance of 49.17 feet;
13. South 13°57'15" East for a distance of 88.50 feet;
14. North 76°06'23" East for a distance of 25.00 feet;
15. South 13°57'28" East for a distance of 334.00 feet;
16. North 76°06'18" East for a distance of 144.27 feet;
17. South 05°50'56" East for a distance of 285.80 feet;
18. South 87°53'41" West for a distance of 20.00 feet;
19. South 02°06'19" East for a distance of 35.97 feet to the southerly line of said tract;
20. along said southerly line North 70°32'00" West for a distance of 10.75 feet;
21. leaving said southerly line North 02°06'19" West for a distance of 47.71 feet;
22. North 09°12'17" East for a distance of 34.31 feet;
23. North 05°50'56" West for a distance of 212.02 feet;
24. South 76°06'18" West for a distance of 141.22 feet;
25. North 13°57'28" West for a distance of 334.00 feet;
26. South 76°06'23" West for a distance of 30.00 feet;
27. North 13°57'28" West for a distance of 113.81 feet;
28. North 31°02'32" East for a distance of 52.61 feet;
29. North 13°53'37" West for a distance of 338.31 feet;

30. North 76°10'15" East for a distance of 108.33 feet;
31. North 13°49'45" West for a distance of 79.48 feet;
32. North 08°53'55" East for a distance of 72.14 feet;
33. North 09°16'21" West for a distance of 266.33 feet;
34. North 13°55'56" West for a distance of 197.47 feet;
35. North 27°28'44" West for a distance of 106.53 feet;
36. North 17°35'40" West for a distance of 52.38 feet;
37. North 02°52'44" East for a distance of 101.34 feet;
38. North 04°13'10" West for a distance of 120.72 feet;
39. North 13°59'35" West for a distance of 50.19 feet to the northerly line of said tract;
40. along said northerly line North 84°31'40" East for a distance of 20.22 feet;
41. continuing along said northerly line North 76°00'25" East for a distance of 5.00 feet to the Point of Beginning.

Containing an area of 1.315 acres, 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.

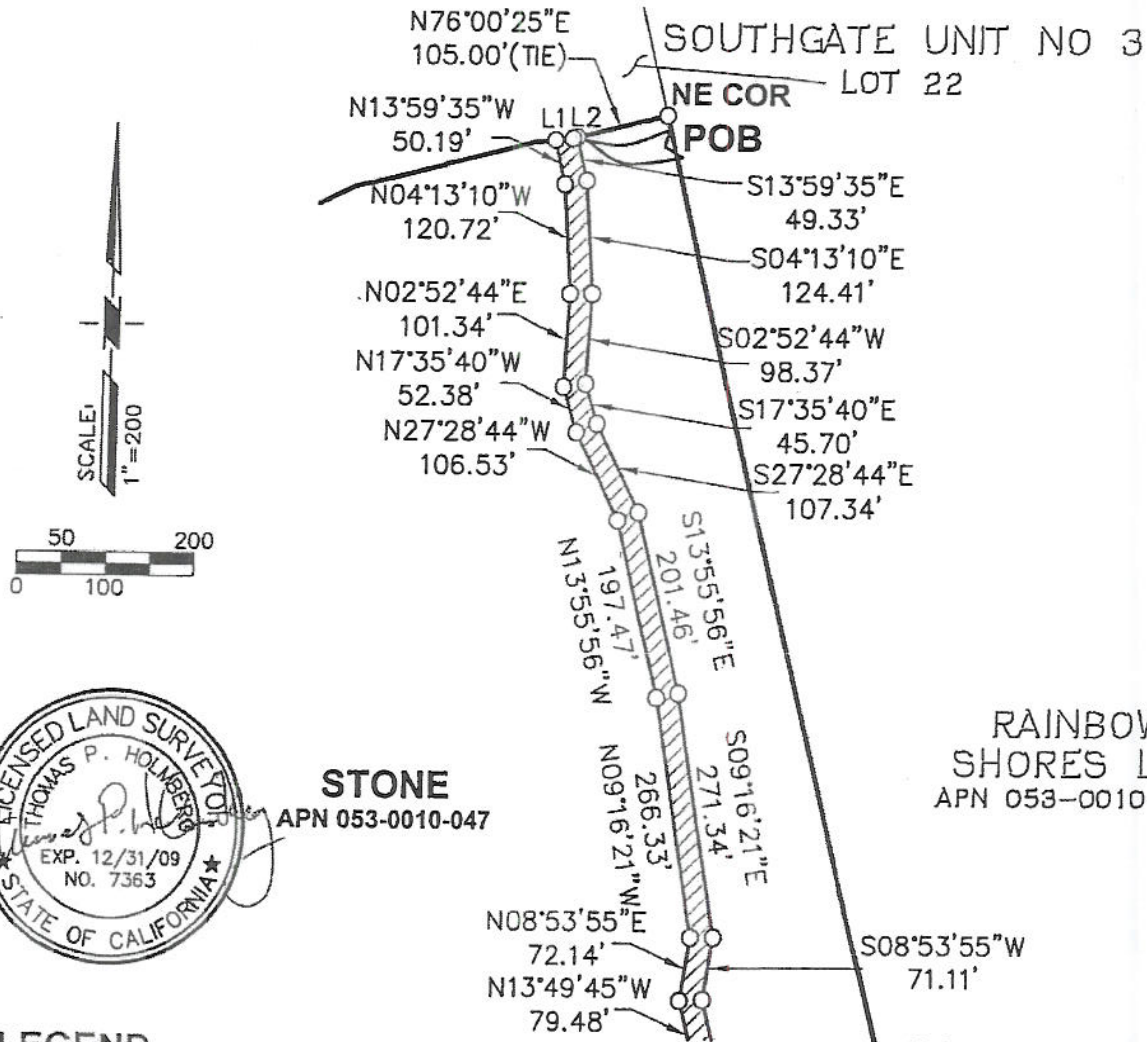
The above described tract of land is shown on Exhibit 'B' attached hereto and made a part hereof.



EXHIBIT D1

STONE TRUSTEES, ETAL
BOOK 20041217 AT PAGE 0709

A PORTION OF SECTIONS 8 & 17, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=200' DECEMBER 3, 2009 SHEET 1 OF 2



STONE
 APN 053-0010-047

RAINBOW SHORES LLC
 APN 053-0010-037

LEGEND

 **TEMPORARY CONSTRUCTION EASEMENT AREA: 1.315±AC**

TABULATION

NO.	BEARING	DIST.
L1	N84°31'40"E	20.22
L2	N76°00'25"E	5.00

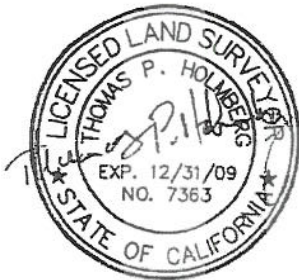
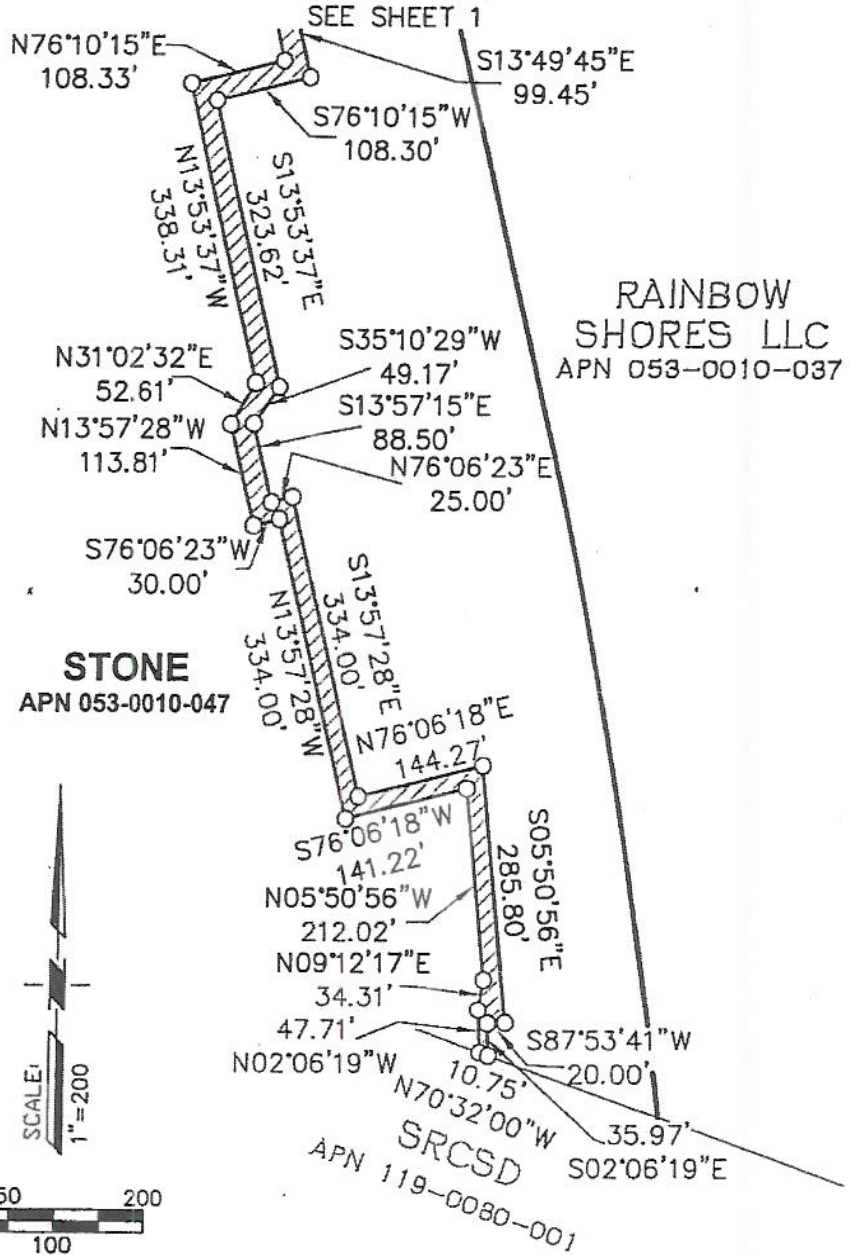
SEE SHEET 2

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STONE TRUSTEES, ETAL
BOOK 20041217 AT PAGE 0709
A PORTION OF SECTIONS 8 & 17, T.7 N., R.5 E., MDM
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