

REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
5	01/14/13	Open	Action	12/07/12

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 – Bell 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 to 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. 13-01-_____, Resolution of Necessity to Acquire Certain Real Property Interests by Eminent Domain for the South Sacramento Corridor Phase 2 Light Rail Extension Project –Bell Property.

FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	11,800
Budget Source:	Capital	Next FY:	\$	
Funding Source:	Measure A	Annualized:	\$	
Cost Cntr/GL Acct(s) or Capital Project #:	410.05.08.01.02.40	Total Amount:	\$	11,800
Total Budget:	\$ 11,800			

Approved:

Presented:

Final 1/8/13

General Manager/CEO

Director, 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. Four new stations will be built as part of this extension. Additional improvements necessary for the Project include two aerial structures, four Traction Power Substations and a 2000-space 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. In addition, 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, three 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 the 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 it provides the greatest public benefit as compared to various other options initially considered by RT. Similarly, by 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.

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

The real property that the District must acquire is a 1,791 square foot portion of the tract of land ---
 - The property is located at 7651 Laurie Way, Sacramento, California and is further identified by Assessor Parcel Number 053-0053-024 ("Property") (See Attachment B.) The Property is owned by Ike C. Bell, Jr.

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 Property is parallel to the Union Pacific Railroad. As such, the Property is necessary in order to provide the 50' track separation required by Union Pacific Railroad and to provide access to this portion of the rail corridor for operation and maintenance.

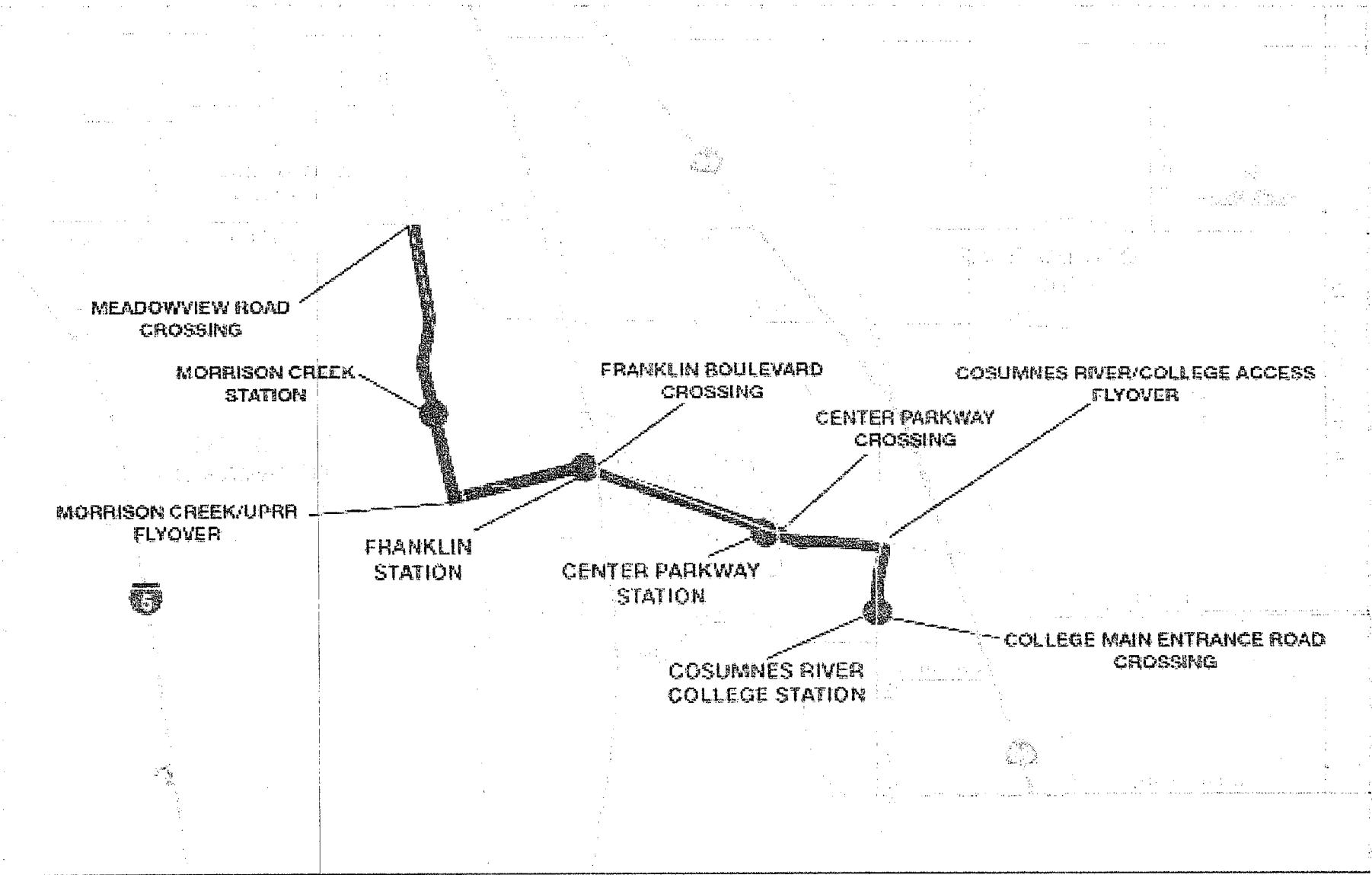
4. The Owner of Record Has Received An Offer For The Fair Market Value Of The Property Pursuant To Government Code Section 7267.2.

On May 23, 2012, RT 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 (See Attachment C). Negotiations with the owner continue to be unsuccessful. Owner indicated he is unwilling to accept RT's offer because he believes the offer amount is too low. However, the offer was based on the Appraised Fair Market value of the property. RT has repeatedly offered to pay for Mr. Bell to obtain his own independent appraisal but Mr. Bell has not accepted. In order to ensure RT acquires the property rights necessary for the project on a timely basis, RT must initiate Eminent Domain proceedings at this time by adopting a Resolution of Necessity. Mr. Bell has requested to appear at the January 14, 2013 Board Meeting (Attachment E)

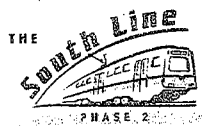
If the Board makes these findings and adopts the Resolution of Necessity, RT has six months within which to commence court action in eminent domain. Staff recommends that the Board adopt the accompanying Resolution of Necessity, which must be adopted with a two-thirds affirmative vote.

Attachments:

- A. Map depicting project location
- B. Photo showing real property proposed for acquisition
- C. May 14, 2012 Purchase Offer and Approved Purchase and Sale Agreement
- D. Notice of Hearing and Right to Appear and Notice of Intent to Adopt Resolution
- E. Written Request to Appear from Ike C. Bell



SOUTH SACRAMENTO CORRIDOR PHASE 2 PROJECT



ATTACHMENT C

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is entered into on _____, 2012, between **IKE C. BELL, Jr., as Trustee of the IKE C. BELL REVOCABLE TRUST**, (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 and depicted in Attachment 2 ("Grant Deed Property"), and all that real property described in Attachment 3 and depicted in Attachment 4 ("Temporary Construction Easement Property") of this Agreement (together referred to as the "Subject Property"), and known as portions of Assessor's Parcel Number 053-0053-024

2. PURCHASE PRICE

The total purchase price for the Subject Property is \$11,800.00 (the "Purchase Price"). Upon execution of this Agreement, RT will open escrow with Fidelity National Title Company ("Escrow Holder") located at 8950 Cal Center Dr., Bldg. 3, Suite 100, Sacramento, CA 95826. RT will pay the entire purchase price in cash or in immediately available funds as set forth below.

3. POSSESSION

Notwithstanding any other provision in this Agreement, the parties agree that RT may obtain the right of possession and use of the Subject Property described in Article 1 of this Agreement, including the right to remove and dispose of improvements at any time on or after the date the Purchase Price is deposited into escrow. The parties further agree that the Purchase Price includes full payment for such possession and use from the date RT provides written notice of its intent to exercise such right. If RT desires to obtain possession and use of the Subject Property, RT will provide written notice to Seller in the manner described in the Article included herein titled "Notices" expressly stating the effective date of such right of possession and use of the Subject Property. If RT does not provide notice of early possession, Seller must provide possession of the Subject Property at close of escrow. RT may not take possession and use of the Temporary Construction Easement Property without providing the advance written notice specified in Attachment 6 and nothing in this Article will be deemed to extend the term of the Temporary Construction Easement.

4. 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 9. 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 written notice to the other party of the termination.

Prior to close of escrow, Seller must provide RT with a Statement of Identity to assist RT in establishing clear title to the Property and obtaining title insurance.

5. TITLE

- A. Grant Deed. At close of escrow, Seller will convey all its interest in the Grant Deed Property to RT by means of a duly executed and acknowledged Grant Deed in substantially identical form to that contained in Attachment 5 of this Agreement. RT's interest in the Subject Property will be insured by the Escrow Holder at RT's expense.
- B. Temporary Construction Easement. Seller will also convey an easement interest on, over and in the Temporary Construction Easement Property to RT by means of a duly executed and acknowledged Grant of Temporary Construction Easement in substantially identical form to that contained in Attachment 6 of this Agreement.
- C. Clearance of Title.
RT will:
1. Pay Seller the total sum of \$11,800.00 for all Seller's interest in the Subject Property when title to the Grant Deed Property vests in RT, free and clear of all liens, encumbrances, assessments, easement, leases (recorded and/or unrecorded), and taxes, except:
 - a. Easements for the purposes shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract. Purpose: Light and air; Affects: Southwesterly 25 feet. Purpose: Planting; Affects: Southwesterly 8 feet. Purpose: Underground utilities; Affects: Southwesterly 5 feet. Purpose: Public Utilities; Affects: Northerly 5 feet and Easterly portion as delineated on said map.

- b. Easement for the purpose shown below and rights incidental thereto as granted in a document. Granted to: Pacific Gas and Electric Company; Purpose: Gas pipe line; Recorded: May 31, 1930, Book 304, Page 217 and 275, of Official Records; Affects: Easterly portion as delineated on said plat.
 - c. Covenants, conditions and restrictions (deleting therefrom any restrictions indication any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set for in the document recorded August 24, 1959, Book 3880, Page 85, of Official Records. Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.
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. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2012-2013.
 - b. Property taxes, including any personal property taxes and any assessments collected with taxes for the fiscal year 2011-2012, Assessor's Parcel No.: 053-0053-024. Code Area: 03054; 1st Installment: \$396.07 Paid; 2nd Installment: \$396.07 Delinquent + Penalty \$54.61; Land \$8,589.00; Improvements \$44,752.00; Assessment No. 11306377.
 - c. Lien of supplemental taxes, if any, assessed pursuant to the Provisions of Chapter 3.5, (Commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
 - d. Any unpaid amounts now owing for municipal services, of record or not.
- 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, 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.

- E. Fees and Commissions. 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.
- F. RT will replace the existing fence with a sound wall at RT's expense as a construction contract item when RT constructs the SSCP2 light rail extension.

6. 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 is 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.
- E. Seller owns the Subject Property as a trustee. Seller understands that the Purchase Price of \$11,800.00 represents a lump sum payment for the full value of the Subject Property. Seller hereby represents, warrants and agrees that he is 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 the Seller and any third parties having a lien, assessment or other recorded interest in the Subject Property. Seller further represents and warrants that he will so distribute the Purchase Price funds pursuant to an agreement amongst himself 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 Paragraph 3, above, will be deducted from the Purchase Price prior to the distribution from escrow of the proceeds to the Seller.

7. 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.*).

8. 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.

9. 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: AGM of Engineering and Construction
PO Box 2110
Sacramento CA 95812-2110
Phone: (916) 321-3853
Fax: (916) 454-6016

To SELLER: Ike C. Bell, III
643 Hawk Dr.
Vacaville, CA 95687

10. 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 does not sell the Subject Property upon RT's demand pursuant to this Agreement. The parties further acknowledge that Seller

intends 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.

11. 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.

12. 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.

13. INTEGRATION

This Agreement supersedes any prior written or oral agreement between the parties. The terms of this Agreement, together with Attachments 1-6 attached hereto, are intended by RT and Seller to contain the entire agreement between the parties and are a final expression of their agreement.

14. APPROVALS

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: _____
IKE C. BELL, Jr., as Trustee of the
IKE C. BELL REVOCABLE TRUST

By: _____
MICHAEL R. WILEY
General Manager/CEO

Date: _____

Date: _____

Approved as to Content:

By: _____
DIANE NAKANO
AGM of Engineering and
Construction

Approved as to Legal Form:

By: _____
BRUCE A. BEHRENS
Chief Legal Counsel

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

ATTACHMENT 5

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, **IKE C. BELL, Jr., as Trustee of the IKE C. BELL REVOCABLE TRUST** (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: 053-0053-024

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: _____
IKE C. BELL, Jr., as Trustee of the
IKE C. BELL REVOCABLE TRUST

State of California)
) ss
County of Sacramento)

On _____ before me, _____, a Notary Public, personally appeared _____, 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.

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. 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, a Notary Public, 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

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

ATTACHMENT 6

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 _____, 2012, by and between **IKE C. BELL, Jr., as Trustee of the IKE C. BELL REVOCABLE TRUST**, hereinafter referred to as "Grantor," 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, Grantor hereby grants to RT a temporary, exclusive easement under, over and above that portion of Grantor'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 Grantor's property and terminates one year later unless extended as provided herein. RT must provide Grantor with 30 calendar days advance written notice of the Effective Date.

Upon expiration or termination of this Agreement and upon Grantor's written request, RT will execute a quitclaim deed or other release reasonably requested by Grantor 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. Grantor must not permit, grant or assign to others any right-of-way or easement in the Premises; however, Grantor 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 \$208.86, which is included in the Purchase Price for the 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

Grantor 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. Mechanics' 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 mechanics' liens and other such liens on account of such work.

8. Indemnification

RT must indemnify, defend and hold harmless Grantor, 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.

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

GRANTOR:

GRANTEE:

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: _____
IKE C. BELL, Jr., as Trustee of the
IKE C. BELL REVOCABLE TRUST
[signature must be notarized]

By: _____
MICHAEL R. WILEY
General Manager/CEO

State of California)
) ss
County of Sacramento)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by easement interest to 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, a Notary Public, 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

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: IKE C. BELL, Jr., as Trustee of the IKE C. BELL REVOCABLE TRUST

Please take notice that at its January 14, 2013 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 a portion of the premises located at Sacramento, California (Assessor's Parcel Number 053-0053-024) 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 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., December 28, 2012, 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.

DECLARATION OF SERVICE BY MAIL

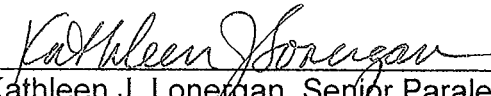
RE: NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY OR INTEREST IN REAL PROPERTY BY EMINENT DOMAIN (Code of Civil Procedure Section 1245.235)

IKE C. BELL, III
643 Hawk Drive
Vacaville CA 95687

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, by first-class mail, 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, 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 December 21, 2012:

By: 
Kathleen J. Lonergan, Senior Paralegal

Bruce Behrens - Re: Fwd: Request to Appear - South Sacramento Corridor Phase 2 Light Rail Extension Project

From: Bruce Behrens
To: spyglass80@comcast.net
Date: 12/31/2012 8:59 AM
Subject: Re: Fwd: Request to Appear - South Sacramento Corridor Phase 2 Light Rail Extension Project
CC: Olga Sanchez-Ochoa

Mr. Bell -

Thank you for your note. As we discussed, the determination of compensation (as reflected in your note) is left to the judicial process and does not fall within the matters considered by the Board in determining whether to adopt a Resolution of Necessity. However, if you wish to submit the materials described, please provide them in advance so they can be included in the Board's meeting package.

Thank you.

Bruce Behrens
Chief Counsel
Sacramento Regional Transit District

>>> <spyglass80@comcast.net> 12/28/12 3:58 PM >>>
Please verify receipt by email response.

Thank you, Ike Bell

From: spyglass80@comcast.net
To: bbehrens@sacrt.com
Cc: "EBMUD ICB" <ibell@ebmud.com>
Sent: Friday, December 28, 2012 12:06:45 PM
Subject: Request to Appear - South Sacramento Corridor Phase 2 Light Rail Extension Project

In response to your letter of December 21, 2012, I am filing a request to appear at the January 14, 2013 Regional Transit Board Meeting. I intend to object to the adoption of the resolution based on the findings (a) through (d).

The letter indicates that the Board will consider written comments as long as they are pre-submitted. My intention is

to focus on finding (d) as I believe the amount of compensation for the mature trees is inadequate given their maturing of 50 years, their aesthetic value to the property, the relative impact on this property due to it being well above neighboring properties, and the impact of their removal being relatively permanent. Can I provide a few pages at the meeting for each board member and staff, or must this be provided well ahead of the meeting date to be included in their packet?

Please reply to confirm receipt of this notice.

Thank You, Ike C. Bell

RESOLUTION NO. 13-01-_____

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

January 14, 2013

**RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY
INTERESTS BY EMINENT DOMAIN FOR THE SOUTH
SACRAMENTO CORRIDOR PHASE 2
LIGHT RAIL EXTENSION PROJECT –
BELL 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, 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 of track from Meadowview Road to Cosumnes River College, four new stations beyond Meadowview, including Morrison Creek, Franklin Boulevard, Center Parkway, and Cosumnes River College, two flyovers 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 053-0053-024, 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, to wit the construction of light rail tracks and related improvements, as part of the Project. Under Public Utilities Code Sections 102240 through 102243, inclusive, Article I, Section 19 of the California Constitution, and Code of Civil Procedure Sections 1230.010 et seq., RT 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 Procedure 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 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 owners of record of the Property.
10. The Chief 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 January 14, 2013 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.

A T T E S T:

BONNIE PANNELL, Chair

MICHAEL R. WILEY, Secretary

By:

Cindy Brooks, Assistant Secretary

December 12, 2011

Exhibit 'A'

**Right of Way Acquisition
APN 053-0053-024**

A portion of the tract of land shown and designated as Lot 133 on the Plat of Southgate Unit No. 1 recorded in Book 56 of Maps, Map No 16, Sacramento County Records, located in Section 7, 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 said Lot 133, lying on the westerly right-of-way line of the Union Pacific Rail Road;

thence along said right-of-way line, South 13°59'35" East a distance of 65.42 feet to the Southeast corner of said Lot 133;

thence along the southerly boundary line of said Lot 133, South 66°05'10" West a distance of 25.70 feet;

thence leaving said southerly boundary line, North 13°59'35" West a distance of 76.08 feet to the northerly boundary line of said Lot 133;

thence along said northerly boundary line, North 89°49'55" East a distance of 26.08 feet to the POINT OF BEGINNING.

CONTAINING: an area of 1,791 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.

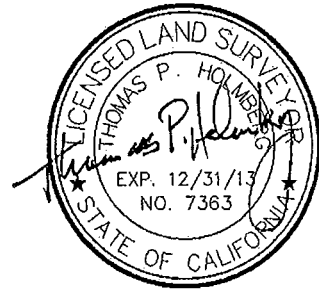
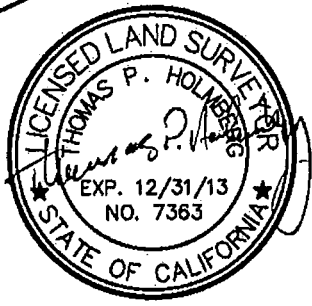
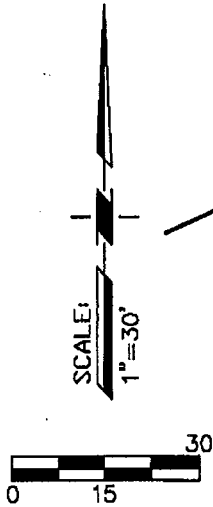
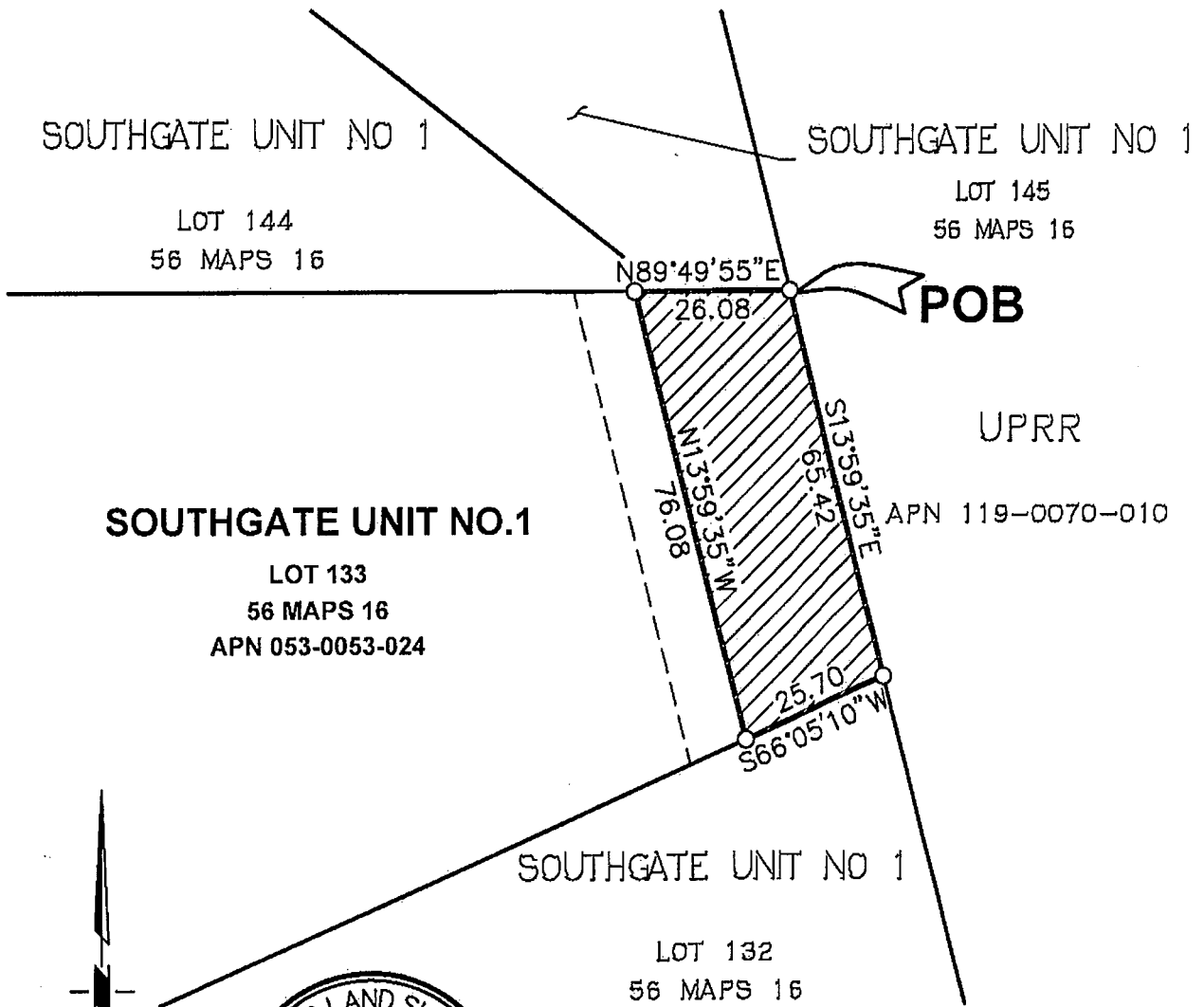



EXHIBIT 'B'
SOUTHGATE UNIT NO. 1, LOT 133
 A PORTION OF SECTION 7, T.7 N., R.5 E., MDM
 CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
 SCALE: 1"=30' DECEMBER 12, 2011



LEGEND

 RIGHT OF WAY ACQUISITION
 AREA: 1,791±SF

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



ANDREGG GEOMATICS
 11661 BLOCKER DRIVE, SUITE 200, AUBURN, CA 95603
SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2
APN 053-0053-024
 SRTD PARCEL SW60.06

December 12, 2011

Exhibit 'A'

**Temporary Construction Easement
APN 053-0053-024**

A portion of the tract of land shown and designated as Lot 133 on the Plat of Southgate Unit No. 1 recorded in Book 56 of Maps, Map No 16, Sacramento County Records, located in Section 7, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

An easement on, over, under and across the following described tract of land:

Commencing at the Northeast corner of said Lot 133, lying on the westerly right-of-way line of the Union Pacific Rail Road;
thence along said right-of-way line, South 13°59'35" East a distance of 65.42 feet to the Southeast corner of said Lot 133;
thence along the southerly boundary line of said Lot 133, South 66°05'10" West a distance of 25.70 feet to the Point of Beginning;

thence continuing along said southerly boundary line, South 66°05'10" West a distance of 10.15 feet;
thence leaving said southerly boundary line, North 13°59'35" West a distance of 80.29 feet to the northerly boundary line of said Lot 133;
thence along said northerly boundary line, North 89°49'55" East a distance of 10.30 feet;
thence leaving said northerly boundary line, South 13°59'35" East a distance of 76.08 feet to the POINT OF BEGINNING.

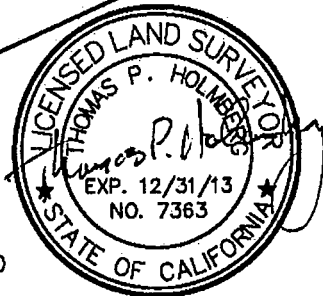
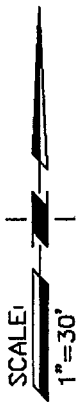
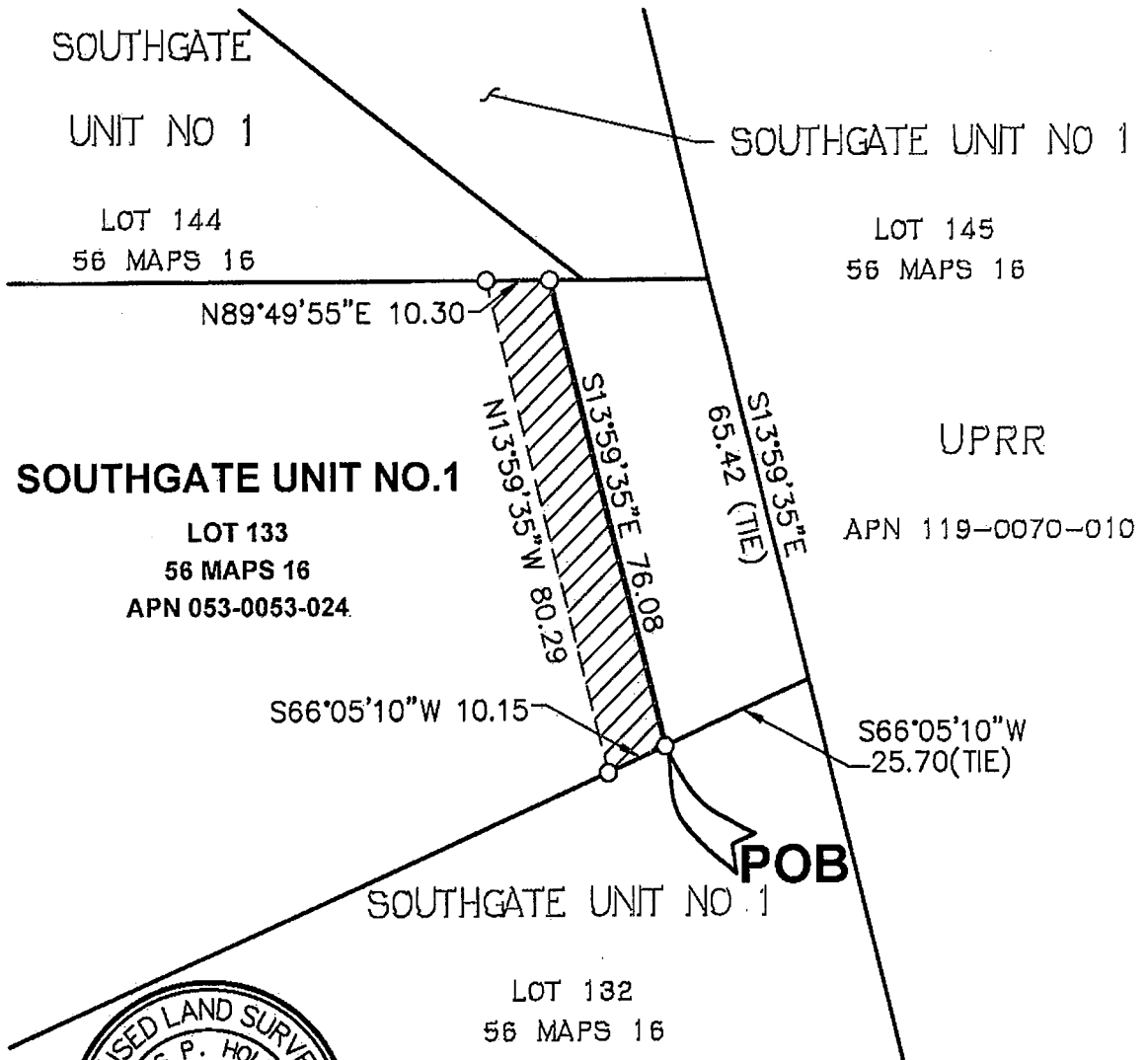
CONTAINING: an area of 782 square feet, more or less.

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.1, LOT 133
 A PORTION OF SECTION 7, T.7 N., R.5 E., MDM
 CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
 SCALE: 1"=30' DECEMBER 12, 2011



LEGEND



TEMPORARY CONSTRUCTION
EASEMENT AREA: 782±SF

**ANDREGG
GEOMATICS**
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Regional
Transit

ANDREGG GEOMATICS

11661 BLOCKER DRIVE, SUITE 200, AUBURN, CA 95603

SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2

APN 053-0053-024

SRTD PARCEL SW60.06

053-0053-024-rec.txt

South Sacramento Corridor Project - Phase 2, Task 22

Project: 13669

December 12, 2011

Parcel Map Check - Lot 133

Parcel name: 053-0053-024ROW-REC

North: 1937085.6766 East : 6714506.5997
Line Course: S 13-59-35 E Length: 65.42
 North: 1937022.1979 East : 6714522.4185
Line Course: S 66-05-10 W Length: 25.70
 North: 1937011.7801 East : 6714498.9247
Line Course: N 13-59-35 W Length: 76.08
 North: 1937085.6024 East : 6714480.5282
Line Course: N 89-49-55 E Length: 26.08
 North: 1937085.6789 East : 6714506.6081

Perimeter: 193.28 Area: 1,791 sq.ft. 0.04 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0088 Course: N 74-36-36 E

Error North: 0.00233 East : 0.00845

Precision 1: 21,963.64

Parcel name: 053-0053-024TCE-REC

North: 1937011.7783 East : 6714498.9207
Line Course: S 66-05-10 W Length: 10.15
 North: 1937007.6639 East : 6714489.6420
Line Course: N 13-59-35 W Length: 80.29
 North: 1937085.5713 East : 6714470.2276
Line Course: N 89-49-55 E Length: 10.30
 North: 1937085.6015 East : 6714480.5275
Line Course: S 13-59-35 E Length: 76.08
 North: 1937011.7791 East : 6714498.9240

Perimeter: 176.82 Area: 782 sq.ft. 0.02 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0034 Course: N 75-34-51 E

Error North: 0.00084 East : 0.00328

Precision 1: 52,005.88