

REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
19	12/08/14	Open	Action	11/19/14

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

ISSUE

Whether to adopt a Resolution of Necessity to Acquire Certain Real Property Interests by Eminent Domain for the Sacramento Regional Transit District's South Sacramento Corridor Phase 2 (SSCP2) Light Rail Extension Project ("Project"). (See Exhibit 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 from staff and affected property owners on the proposed Resolution of Necessity, to consider any relevant evidence, and to make findings about the following four issues set forth in 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 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. 14-12-____, Approving a 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:	\$	\$44,100
Budget Source:	Capital	Next FY:	\$	
Funding Source:	Measure A, New Starts, Proposition 1B, Revenue Bonds, State PTA Loan	Annualized:	\$	
Cost Cntr/GL Acct(s) or Capital Project #:	410.05.08.01.02.08	Total Amount:	\$	\$44,100
Total Budget:	\$ 44,100			

Approved:

Presented:

Final 12/2/14

General Manager/CEO

Director, Project Management

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DISCUSSION

The Project for which these property interests are necessary 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 Sacramento Area Council of Governments (SACOG), Sacramento Transportation Authority (STA), and Federal Transit Administration (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 several 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

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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.

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

The property interests that the District must acquire for the Project consist of five easements located within the property at 8000 Detroit Boulevard, Sacramento, California and is further identified by Assessor Parcel Number 053-0010-047 ("Property") (See Exhibit 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 parallel to the existing UPRR right of way to Morrison Creek, then turns west and follows along Morrison Creek's westerly bank to Union House Creek before crossing over Morrison Creek and the existing UPRR tracks and continuing east toward Bruceville Road.

The Stone Boswell Property is situated on the west side of the Morrison Creek levee immediately south of Ann Arbor Way. Within this property, five different easement areas are needed over the Subject Property. The easements are summarized as follows.

- A. Sacramento Municipal Utility District (SMUD) 69kv Easement.
RT must acquire an easement for SMUD so that SMUD may construct, operate and maintain a 69kv electrical line within the easement area. This easement is associated with the relocation of the 69kv lines out of residential backyards adjacent to the Union Pacific Railroad corridor that SMUD needed to do to eliminate the conflict between the electrical line's original location and RT's Project.

- B. SMUD 12kv Easement
RT must acquire an easement for SMUD so that SMUD may construct, operate and maintain a 12kv electrical line within the easement area. The electrical line that will be installed within this easement area is necessary because it will provide the power to one of RT's Traction Power Substations, which are used to power the light rail system.

- C. Pacific Gas and Electric (PG&E) Grant of Permanent Access Easement
RT must acquire an access easement for a new utility road to the top of the Morrison Creek levee. RT removed the original utility road, which was used by PG&E and Department of Water Resources (DWR), in furtherance of RT's light rail project. This easement will allow PG&E to utilize the new permanent utility road, which will be constructed by RT's SSCP2 construction contractor, to access their existing 20" gas line.

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D. DWR Grant of Permanent Access Easement

RT must acquire an access easement for a new utility road to the top of the Morrison Creek levee. RT removed the original utility road, which was used by DWR and PG&E, in furtherance of RT's light rail project. This easement, which is for the same road used by PG&E, will allow DWR to utilize the new permanent utility road, which will be constructed by RT's SSCP2 construction contractor, to reach the existing levee to maintain and monitor the levee, address flood-related issues and perform creek maintenance.

E. SMUD Agreements to Grant Easement

RT must acquire an easement for SMUD to construct and operate 69kv and 12kv electrical lines within the easement area. This easement is associated with the relocation of the 69kv lines out of residential backyards adjacent to the Union Pacific Railroad corridor. The 12kv easement for this area is related to powering the traction power substation.

The five easements are necessary for the Project in order to move the SMUD 69kv lines out of the UPRR corridor, to provide power to Substation S-9 and to provide the necessary levee access to PG&E and DWR.

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 October 9, 2014, pursuant to authority granted by the Board, RT made a formal offer in the amount of its approved appraised value to the property owners of record to purchase the Public Utility Easements (PUEs) on the subject property pursuant to Government Code Section 7267.2. Negotiations with the owner continue to be unsuccessful. To ensure RT acquires the necessary easements for the Project to maintain the current Project schedule, RT must initiate Eminent Domain proceedings at this time by adopting a Resolution of Necessity.

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.

Exhibits:

- A. Map depicting project location
- B. Photo showing real property proposed for acquisition
- C. October 9, 2014 Purchase Offer and Approved Purchase and Sale Agreement
- D. Notice of Hearing and Right to Appear and Notice of Intent to Adopt Resolution

RESOLUTION NO. 14-12-_____

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

December 8, 2014

**APPROVING A 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, 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 Assessor's Parcel Number 053-0010-047, and more fully described in Exhibit A and depicted in Exhibit B, which are incorporated herein by reference (the "Property").
3. RT has complied with all the requirements of the California Environmental Quality Act and the National Environmental Policy Act for the Project.
4. The Property is to be acquired for public use, for the relocation of public utility facilities, required by 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 five easements in the Property as described in Exhibit B.
6. To the extent the Property is being put to public use, the easements being acquired for a compatible public use under Code of Civil Procedure Section 1240.510 in that RT and other utility agencies' 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 the 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 December 8, 2014 by Director _____, who moved its adoption. The motion was seconded by Director _____, and a poll was taken, recorded as follows:

AYES:

NOES:

ABSTAIN:

ABSENT:

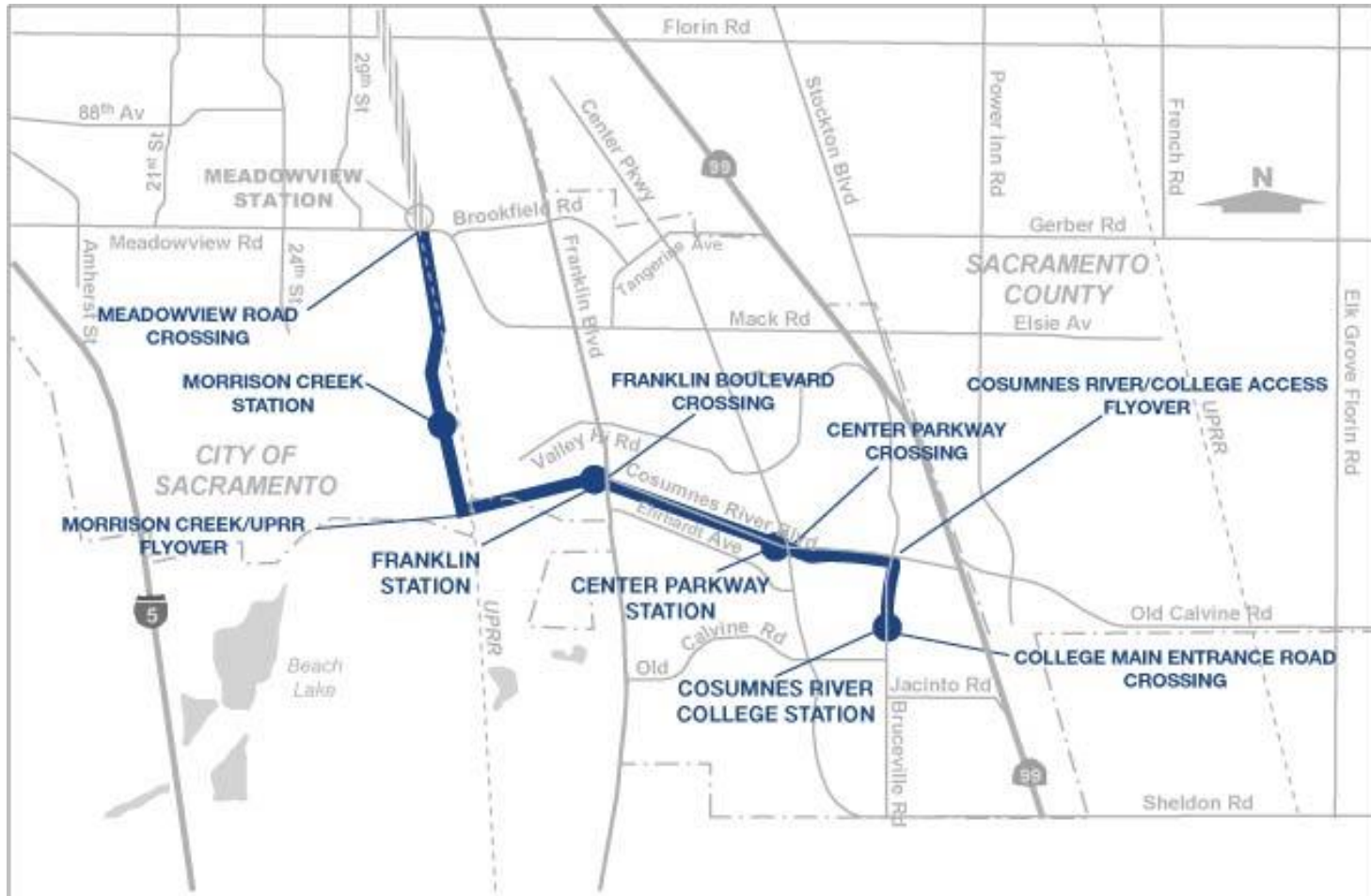
The motion, having passed by at least a two-thirds majority of votes, the Resolution was declared to have been adopted and it was so-ordered.

PHILLIP R. SERNA, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: _____
Cindy Brooks, Assistant Secretary



SOUTH SACRAMENTO CORRIDOR PHASE 2 PROJECT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is entered into on _____, 2014, between **BOSWELL ALLIANCE CONSTRUCTION COMPANY, A CALIFORNIA CORPORATION, FORMERLY KNOWN AS BOSWELL-SHAW CONSTRUCTION CO., A CALIFORNIA CORPORATION, AS TO AN UNDIVIDED ½ INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE LISA STONE DELLEY 2004 TRUST NO. 1 ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 6% OF AN UNDIVIDED 50% INTEREST; J.W. “BILL” STONE AND MILDRED M. STONE, AS TRUSTEE OF THE LISA STONE KELLEY 2004 CHARITABLE REMAINDER UNITRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 12.5% INTEREST OF AN UNDIVIDED 50% INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE LISA STONE KELLEY 2004 TRUST NO. 2 ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 14% INTEREST OF AN UNDIVIDED 50% INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE MELINDA C. STONE 2004 TRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 1% INTEREST OF AN UNDIVIDED 50% INTEREST; J.W. “BILL” STONE AND MILDRED M. STONE, AS TRUSTEES OF THE MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 18.5% INTEREST OF AN UNDIVIDED 50% INTEREST; J.W. “BILL” STONE AND MILDRED M. STONE, AS TRUSTEES OF THE BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNITRUST, AS TO AN UNDIVIDED 24% OF AN UNDIVIDED 50% INTEREST; AND STONE ENTERPRISES, L.P., A CALIFORNIA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 24% INTEREST OF AN UNDIVIDED 50% INTEREST** (referred to herein as “Seller” or “Sellers”), and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation (referred to herein as “RT”). Seller agrees to sell and RT agrees to purchase an easement interest in 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 and depicted in Attachments 1 through 16 of this Agreement (together referred to as the “Subject Property”), and known as portions of Assessor’s Parcel Number 053-0010-047. RT will purchase the easements shown in Attachments 1 through 8 which will be directly conveyed by the Seller to Sacramento Municipal Utility District (SMUD). RT will purchase the easement shown in Attachments 9 and 10 which will be directly conveyed by the Seller to Pacific Gas and Electric Company (PG&E). RT will purchase the easement shown in Attachments 11 and 12A and B, which will be directly conveyed by the Seller to California Department of Water Resources (DWR). RT will acquire the rights described in attachments 13 and 14A and B, which will be directly conveyed by the Seller to Sacramento Municipal Utility District (SMUD).

2. PURCHASE PRICE

The total purchase price for the Subject Property is \$44,100.00 (the “Purchase Price”). Upon execution of this Agreement, RT will open escrow with Placer Title Company (“Escrow Holder”) located at 2145 Larkspur Lane, Suite A, Redding, CA 96002. 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, SMUD, PG&E and DWR 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, SMUD, PG&E or DWR provide written notice of its intent to exercise such right. If RT, SMUD, PG&E, and DWR desire to obtain possession and use of the Subject Property, RT, SMUD, PG&E or DWR 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, SMUD, PG&E or DWR do not provide notice of early possession, Seller must provide possession of the Subject Property at close of escrow.

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 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. This sale will be completed and the Grant of Easement will be fully recorded within 90 calendar days after execution of this Agreement, unless otherwise agreed to in writing by RT and Seller. If this sale is not completed and the Grant of Easement is not recorded 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.

5. TITLE

A. SMUD 69kv Easement.

RT is hereby purchasing an easement for SMUD for the purpose of SMUD constructing and operating a 69kv electrical line within the easement area. At completion of this sale, Seller will convey an easement on, over and in the Subject Property by means of a duly executed and acknowledged Grant of Easement, hereinafter "69kv Easement" in substantially identical form to that contained in Attachment 18 of this Agreement. Seller understands that the Easement will grant SMUD the rights set out in the Easement grant deed.

- B. SMUD 12kv Easement
RT is hereby purchasing an easement for SMUD for the purpose of SMUD constructing and operating a 12kv electrical line within the easement area. At completion of this sale, Seller will convey an easement on, over and in the Subject Property by means of a duly executed and acknowledged Grant of Easement, hereinafter "12kv Easement" in substantially identical form to that contained in Attachment 19 of this Agreement. Seller understands that the Easement will grant SMUD the rights set out in the Easement grant deed.
- C. SMUD Grant of Permanent Access Easement. At close of escrow, Seller will convey a Permanent Access Easement on, over and in the Subject Property by means of a duly executed and acknowledged Easement for Ingress and Egress in substantially identical form to that contained in Attachment 20 of this Agreement.
- D. PG&E Grant of Permanent Access Easement. At close of escrow, Seller will convey a Permanent Access Easement on, over and in the Subject Property by means of a duly executed and acknowledged Easement for Ingress and Egress in substantially identical form to that contained in Attachment 21 of this Agreement.
- E. DWR Grant of Permanent Access Easement. At close of escrow, Seller will convey a Permanent Access Easement on, over and in the Subject Property by means of a duly executed and acknowledged Easement for Ingress and Egress in substantially identical form to that contained in Attachment 22 of this Agreement.
- F. SMUD Agreements to Grant Easement. Upon acceptance of this Agreement, Seller will execute an Agreement to Grant Easement, in substantially identical form to that contained in Attachment 23 and Attachment 24 of this Agreement, for the 69kV and 12kV easements referenced in Paragraphs A and B.
- G. Recording Fees.
RT will pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by RT, the premium charged therefore. The escrow and recording charges will not, however, include documentary transfer tax.
- H. 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.
- I. 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.

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.

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: 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

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 Easement 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, 2 and 3 attached hereto, are intended by RT and Seller to contain the entire agreement between the parties and are a final expression of their agreement.

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.

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: _____
RT Attorney

ATTACHMENT 18

SMUD0065
 No fee for recordation
 Govt. Code Sec. 6103
 RECORD AT REQUEST OF AND RETURN
 TO:
 Sacramento Municipal Utility District
 Attention: Real Estate Services - B 304
 P. O. Box 15830
 Sacramento, CA 95852-1830

NO COUNTY TRANSFER TAX DUE
 PER R & T CODE 11922

SMUD BY:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

A.P.N. Ptn. 053-0010-047

*R/W *
SO *

GRANT OF EASEMENT

BOSWELL ALLIANCE CONSTRUCTION COMPANY, A CALIFORNIA CORPORATION, FORMERLY KNOWN AS BOSWELL-SHAW CONSTRUCTION CO., A CALIFORNIA CORPORATION, AS TO AN UNDIVIDED 1/2 INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE LISA STONE DELLEY 2004 TRUST NO. 1 ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 6% OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEE OF THE LISA STONE KELLEY 2004 CHARITABLE REMAINDER UNITRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 12.5% INTEREST OF AN UNDIVIDED 50% INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE LISA STONE KELLEY 2004 TRUST NO. 2 ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 14% INTEREST OF AN UNDIVIDED 50% INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE MELINDA C. STONE 2004 TRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 1% INTEREST OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEES OF THE MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 18.5% INTEREST OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEES OF THE BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNITRUST, AS TO AN UNDIVIDED 24% OF AN UNDIVIDED 50% INTEREST; AND STONE ENTERPRISES, L.P., A CALIFORNIA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 24% INTEREST OF AN UNDIVIDED 50% INTEREST, acting individually, and for, and on behalf of its successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively Grantor, hereby grant(s) to SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, Grantee, its successors and assigns, the right from time to time to construct, place, inspect, remove, replace, maintain and use electrical and communication facilities consisting of aerial wires and cables, with associated poles, crossarms, braces, transformers, capacitors, switches, anchors, guy wires, guy stubs, and all necessary fixtures and appurtenances, within the following described route(s).

TOGETHER WITH a right of way therefor over that certain real property situate in the County of Sacramento, State of California, described herein.

Notwithstanding the Grant of Easement granted hereby, but subject to the limitations stated below, GRANTOR, without first seeking Grantee's approval, (i) retains the right to plant and maintain the lawn or similar groundcover, (ii) plant species whose mature height does not exceed 15 feet and which must not interfere with the use of or access to the facilities, equipment, fixtures and appurtenances described hereinabove and which are not listed as special status species, serve as the host plant of or habitat for a special status species or are otherwise protected under Federal or State environmental laws; (iii) construct and maintain such paved driveways or surface parking with the area bounded by the above described Grant of Easement as do not interfere therewith.

However, before granting additional rights to third parties for use of the area bounded by the described Grant of Easement, GRANTOR must submit the associated plans to and receive approval in writing by the Sacramento Municipal Utility District's Principal System Engineer, whose decision shall be determinative and final.

This right includes the trimming or removal by Grantee of any trees or foliage along said easement whenever considered necessary for the complete enjoyment thereof and the right of ingress to and egress from the right of way for the purpose of exercising and performing all rights and privileges granted herein

The route(s) of the easement is (are) described in EXHIBITs A & C, and shown in EXHIBITs B & D, attached hereto and made a part hereof.

Grantee acknowledges that the property is a secured facility and all access to the easement area must be coordinated through the Center Director. During non-emergency situations, the Grantee must provide reasonable notice to Grantor of its intent to access the easement area. Grantee must restore the easement area, at its sole cost and expense, to as near as practicable the condition which existed prior to the construction, repair, alteration, replacement, relocation or removal as a result of Grantee's safe and efficient installation, operation or maintenance of the facility.

To the extent permitted by law, Grantee agrees to indemnify and hold Grantor harmless for, from and against any and all losses, claims or damages incurred by Grantor arising directly from Grantee's negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of Grantee's facilities located on the above described easement.

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:

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)

Certificate of Acceptance
Attached to SO (30081825)

This is to certify that the SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, hereby accepts for public purposes the interest in real property conveyed by the foregoing deed or grant and consents to the recordation thereof. The undersigned officer is authorized to execute this acceptance and consent pursuant to authority conferred by Resolution No. 89-6-11, adopted by said District's Board of Directors on June 20, 1989.

Dated: _____

Blandon Granger
Supervisor, Real Estate Services

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.

ATTACHMENT 19

SMUD0065
 No fee for recordation
 Govt. Code Sec. 6103
 RECORD AT REQUEST OF AND RETURN
 TO:
 Sacramento Municipal Utility District
 Attention: Real Estate Services - B 304
 P. O. Box 15830
 Sacramento, CA 95852-1830

NO COUNTY TRANSFER TAX DUE
 PER R & T CODE 11922

SMUD BY:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

A.P.N. Ptn. 053-0010-047

*R/W *
 SO *

GRANT OF EASEMENT

BOSWELL ALLIANCE CONSTRUCTION COMPANY, A CALIFORNIA CORPORATION, FORMERLY KNOWN AS BOSWELL-SHAW CONSTRUCTION CO., A CALIFORNIA CORPORATION, AS TO AN UNDIVIDED ½ INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE LISA STONE DELLEY 2004 TRUST NO. 1 ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 6% OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEE OF THE LISA STONE KELLEY 2004 CHARITABLE REMAINDER UNITRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 12.5% INTEREST OF AN UNDIVIDED 50% INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE LISA STONE KELLEY 2004 TRUST NO. 2 ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 14% INTEREST OF AN UNDIVIDED 50% INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE MELINDA C. STONE 2004 TRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 1% INTEREST OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEES OF THE MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 18.5% INTEREST OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEES OF THE BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNITRUST, AS TO AN UNDIVIDED 24% OF AN UNDIVIDED 50% INTEREST; AND STONE ENTERPRISES, L.P., A CALIFORNIA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 24% INTEREST OF AN UNDIVIDED 50% INTEREST, acting individually, and for, and on behalf of its successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively Grantor(s), hereby grant(s) to SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, Grantee, its successors and assigns, the right from time to time to construct, place, inspect, remove, replace, maintain and use electrical and communication facilities consisting of underground conduits, wires and cables, with associated, aboveground or belowground transformers, transformer pads, pedestals, service, terminal, splicing, switching and pull boxes, switch

and fuse cubicles, cubicle pads, riser poles, and all necessary fixtures and appurtenances, within the following described route(s).

TOGETHER WITH a right of way therefore over that certain real property situate in the County of Sacramento, State of California, described herein.

Said right includes the trimming by Grantee of any trees or foliage along said easement whenever considered necessary for the complete enjoyment thereof and the right of ingress to and egress from said easement for the purpose of exercising and performing all rights and privileges granted herein.

The route(s) of the easement is (are) described in EXHIBIT A and shown in EXHIBIT B attached hereto and made a part hereof.

Dated: _____

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:

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)

Certificate of Acceptance
Attached to SO (30081825)

This is to certify that the SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, hereby accepts for public purposes the interest in real property conveyed by the foregoing deed or grant and consents to the recordation thereof. The undersigned officer is authorized to execute this acceptance and consent pursuant to authority conferred by Resolution No. 89-6-11, adopted by said District's Board of Directors on June 20, 1989.

Dated: _____

Blandon Granger
Supervisor, Real Estate Services

State of California)
County of Sacramento) ss

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.

ATTACHMENT 20

SMUD0065
 No fee for recordation
 Govt. Code Sec. 6103
 RECORD AT REQUEST OF AND RETURN
 TO:
 Sacramento Municipal Utility District
 Attention: Real Estate Services - B 304
 P. O. Box 15830
 Sacramento, CA 95852-1830

NO COUNTY TRANSFER TAX DUE
 PER R & T CODE 11922

SMUD BY:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

A.P.N. Ptn. 053-0010-047

*R/W *
 SO *

EASEMENT FOR INGRESS AND EGRESS

BOSWELL ALLIANCE CONSTRUCTION COMPANY, A CALIFORNIA CORPORATION, FORMERLY KNOWN AS BOSWELL-SHAW CONSTRUCTION CO., A CALIFORNIA CORPORATION, AS TO AN UNDIVIDED ½ INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE LISA STONE DELLEY 2004 TRUST NO. 1 ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 6% OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEE OF THE LISA STONE KELLEY 2004 CHARITABLE REMAINDER UNITRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 12.5% INTEREST OF AN UNDIVIDED 50% INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE LISA STONE KELLEY 2004 TRUST NO. 2 ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 14% INTEREST OF AN UNDIVIDED 50% INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE MELINDA C. STONE 2004 TRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 1% INTEREST OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEES OF THE MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 18.5% INTEREST OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEES OF THE BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNITRUST, AS TO AN UNDIVIDED 24% OF AN UNDIVIDED 50% INTEREST; AND STONE ENTERPRISES, L.P., A CALIFORNIA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 24% INTEREST OF AN UNDIVIDED 50% INTEREST

"Grantor," hereby grant(s) to the SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, "Grantee," an easement for permanent ingress and egress and incidents thereto for the construction, reconstruction, operation, use, maintenance, rehabilitation and repair of a permanent access easement and appurtenances, thereto, on, over, across and under all that real property situated in the City of Sacramento, County of Sacramento, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION MARKED EXHIBIT 'A'
 AND DIAGRAMED IN THE CORRESPONDING PLAT MAP ATTACHED AS EXHIBIT 'B'

The grantors, for themselves, and their successors and assigns, hereby waive any claim for any and all severance damages to their remaining property contiguous to the easement hereby conveyed, related to or arising by reason of this easement and the grantee's use thereof. (As used above, the term "grantors" shall include the singular, as well as the plural.)

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:

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.

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)

Certificate of Acceptance
Attached to SO (30081825)

This is to certify that the SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, hereby accepts for public purposes the interest in real property conveyed by the foregoing deed or grant and consents to the recordation thereof. The undersigned officer is authorized to execute this acceptance and consent pursuant to authority conferred by Resolution No. 89-6-11, adopted by said District's Board of Directors on June 20, 1989.

Dated: _____

Blandon Granger
Supervisor, Real Estate Services

ATTACHMENT 21

RECORDING REQUESTED BY
AND FOR THE BENEFIT OF

PACIFIC GAS AND ELECTRIC COMPANY

NO FEE DOCUMENT
Govt Code 6103

WHEN RECORDED MAIL TO

PACIFIC GAS AND ELECTRIC COMPANY
LAND MANAGEMENT
2730 Gateway Oaks, Suite 220
Sacramento, California 95833

NO TRANSFER TAX DUE per R&T Code 11922
Grantee is a Government Agency

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RES File	Escrow	APN	Agreement #
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EASEMENT FOR INGRESS AND EGRESS

BOSWELL ALLIANCE CONSTRUCTION COMPANY, A CALIFORNIA CORPORATION, FORMERLY KNOWN AS BOSWELL-SHAW CONSTRUCTION CO., A CALIFORNIA CORPORATION, AS TO AN UNDIVIDED ½ INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE LISA STONE DELLEY 2004 TRUST NO. 1 ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 6% OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEE OF THE LISA STONE KELLEY 2004 CHARITABLE REMAINDER UNITRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 12.5% INTEREST OF AN UNDIVIDED 50% INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE LISA STONE KELLEY 2004 TRUST NO. 2 ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 14% INTEREST OF AN UNDIVIDED 50% INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE MELINDA C. STONE 2004 TRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 1% INTEREST OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEES OF THE MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 18.5% INTEREST OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEES OF THE BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNITRUST, AS TO AN UNDIVIDED 24% OF AN UNDIVIDED 50% INTEREST; AND STONE ENTERPRISES, L.P., A CALIFORNIA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 24% INTEREST OF AN UNDIVIDED 50% INTEREST "Grantor," hereby grant(s) to PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, "Grantee," an easement for permanent ingress and egress and incidents thereto for the construction, reconstruction, operation, use, maintenance, rehabilitation and repair of a permanent access easement and appurtenances, thereto, on, over, across and under all that real property situated in the City of Sacramento, County of Sacramento, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION MARKED EXHIBIT 'A'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAP ATTACHED AS EXHIBIT 'B'

The grantors, for themselves, and their successors and assigns, hereby waive any claim for any and all severance damages to their remaining property contiguous to the easement hereby conveyed, related to or arising by reason of this easement and the grantee's use thereof. (As used above, the term "grantors" shall include the singular, as well as the plural.)

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:

Grantee:

Dated: _____

By: _____
Print Name: _____
Title: _____

ATTACHMENT 22

RECORDING REQUESTED BY
DEPARTMENT OF WATER RESOURCES

WHEN RECORDED MAIL TO

Department of Water Resources
 Division of Engineering
 Real Estate Branch
 1416 9th St., Room 425
 Sacramento, CA 95814

NO TRANSFER TAX DUE per R&T Code 11922
 Grantee is a Government Agency

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project _____

CVFPB Parcel No.13828

EASEMENT FOR INGRESS AND EGRESS

BOSWELL ALLIANCE CONSTRUCTION COMPANY, A CALIFORNIA CORPORATION, FORMERLY KNOWN AS BOSWELL-SHAW CONSTRUCTION CO., A CALIFORNIA CORPORATION, AS TO AN UNDIVIDED ½ INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE LISA STONE DELLEY 2004 TRUST NO. 1 ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 6% OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEE OF THE LISA STONE KELLEY 2004 CHARITABLE REMAINDER UNITRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 12.5% INTEREST OF AN UNDIVIDED 50% INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE LISA STONE KELLEY 2004 TRUST NO. 2 ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 14% INTEREST OF AN UNDIVIDED 50% INTEREST; SUZANNE NIELSEN, AS TRUSTEE OF THE MELINDA C. STONE 2004 TRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 1% INTEREST OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEES OF THE MELINDA C. STONE 2004 CHARITABLE REMAINDER UNITRUST ESTABLISHED 12/15/2004, AS TO AN UNDIVIDED 18.5% INTEREST OF AN UNDIVIDED 50% INTEREST; J.W. "BILL" STONE AND MILDRED M. STONE, AS TRUSTEES OF THE BILL AND MILDRED STONE 2004 CHARITABLE REMAINDER UNITRUST, AS TO AN UNDIVIDED 24% OF AN UNDIVIDED 50% INTEREST; AND STONE ENTERPRISES, L.P., A CALIFORNIA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 24% INTEREST OF AN UNDIVIDED 50% INTEREST "Grantor," hereby grant(s) to the SACRAMENTO AREA FLOOD CONTROL AGENCY, a Joint Exercise of Powers Agency of the State of California, and the Sacramento and San Joaquin Drainage District, acting by and through the Department of Water Resources of the State of California, hereinafter referred to as "Grantees", their successors and assigns, a nonexclusive right of ingress and egress including, but not limited to, the right to construct, maintain, and utilize the necessary roads and ramps, for any present or future flood control project to:

1. Construct, reconstruct, enlarge, fence; plant with trees, shrubs, and other vegetation; preserve and retain all vegetative growth desirable for project purposes; repair and use flood control works, which includes, but is not limited to, access, haul, and patrol roads, levees, ditches, embankments, channels, berms, fences, and appurtenant structures, and operate and maintain said flood control works in conformity with the Code of Federal Regulations, Corps of Engineers' Standard Operation and Maintenance Manual, and State of California Standards.
2. Clear and remove from said flood control works any and all natural or artificial obstructions, improvements, trees, and vegetation necessary for construction, operation, maintenance, repair, reconstruction, and emergency flood fight.
3. Flow waters and materials and by said flow erode.
4. Place or deposit earth, debris, sediment, or other material.

- 5. Excavate and remove earth, debris, sediment, or other material, including that placed or deposited as above.
- 6. Locate or relocate roads and public utility facilities by grantee or others.
- 7. Restrict the rights of the grantor, its successors and assigns, without limitations, to explore, extract, remove, drill, mine, or operate through the surface or upper 100 feet of the subsurface in exercise of the Grantor's interest in any minerals, including oil and gas.
- 8. Restrict any use by others which may interfere with any of the uses listed herein or any use necessary or incidental thereto.

in the hereinafter described real property situated in the County of Sacramento, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION MARKED EXHIBIT 'A'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAP ATTACHED AS EXHIBIT 'B'

The grantors, for themselves, and their successors and assigns, hereby waive any claim for any and all severance damages to their remaining property contiguous to the easement hereby conveyed, related to or arising by reason of this easement and the grantee's use thereof. (As used above, the term "grantors" shall include the singular, as well as the plural.)

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:

Grantee:

Dated: _____

By: _____
Print Name: _____
Title: _____

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.

ATTACHMENT 23

No fee for recordation
Govt. Code Section 6103

RECORD AT THE REQUEST OF AND RETURN TO:

Sacramento Municipal Utility District
Attention: Real Estate Services, MS B304
P. O. Box 15830
Sacramento, CA 95852-1830

NO COUNTY TRANSFER TAX DUE
PER R & T CODE 11922

SMUD BY:

APN: 053-0010-047

SMUD FILE: SO#: _____

AGREEMENT TO GRANT EASEMENT

The Sacramento Municipal Utility District (SMUD) proposes installation of the electrical system shown on drawings attached hereto as "Exhibits A, B, C & D". These facilities are to be installed in accordance with District's rules and regulations which require said owner(s) to, a) install certain portions of these facilities and deed them to the District and, b) grant an easement to the District to operate and maintain its facilities.

Standard District procedure requires that the right of way be granted prior to the installation and energization of its facilities. However, since this procedure may result in delays for this project, the District and the undersigned owner(s) hereby agree as follows:

The undersigned owners(s) of the herein referenced property shall:

1. Deed the required facilities to the District.
2. Fully execute SMUDS's standard form Grant of Easement upon presentation or, if the property is sold prior to the granting of the required easement, obtain required signatures from the new owners for the SMUD.

SMUD, upon receipt of this letter, fully signed and notarized, together with a copy of the current Grant Deed for the property shall:

1. Proceed with the finalization of the electric service plans for this development provided all other applicable rule and regulation requirements have been met.
2. Install and energize its facilities prior to the acquisition of required easement.
3. At its sole option, record this agreement in the Recorder's Office of the County in which the herein referenced property is situated.
4. After completion of the installation District will provide owner with a legal description and plat map of the location of the installation to accompany the granting of the required easement.

Warrant of Signature Authority. The undersigned property owner(s) warrant/warrants the signature appearing on this instrument of real property has the legal and requisite signatory authority for the conveyance of this real property interest. Further, the parties acknowledge and agree that SMUD, which is a local publicly owned electric utility, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

SACRAMENTO MUNICIPAL UTILITY DISTRICT,
a municipal utility district

By: _____
Print Name: _____
Title: _____
Telephone: _____
Date: _____

Acknowledged and Accepted:

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:

ALL PURPOSE ACKNOWLEDGMENT

State of _____ County of _____ On _____ before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. <div style="text-align: right; margin-right: 200px;"> WITNESS my hand and official seal. _____ Signature </div> <div style="margin-top: 100px;"> (Notary Seal) </div>	CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL(S) SIGNING FOR HIMSELF/HERSELF/ITSELF/ONESELF/THEMSELVES <input type="checkbox"/> CORPORATE OFFICER(S) TITLE(S) COMPANY <input type="checkbox"/> PARTNERS PARTNERSHIP <input type="checkbox"/> ATTORNEY-IN-FACT PRINCIPAL(S) <input type="checkbox"/> TRUSTEES TRUST <input type="checkbox"/> OTHER
--	---

STATE OF CALIFORNIA
 COUNTY OF SACRAMENTO

Certificate of Acceptance
 Attached to R/W

This is to certify that the SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, hereby accepts for public purposes the interest in real property conveyed by the foregoing deed or grant and consents to the recordation thereof. The undersigned officer is authorized to execute this acceptance and consent pursuant to authority conferred by Resolution No. 89-6-11, adopted by said District's Board of Directors on June 20, 1989.

Order; SO 30075225
 Dated:

 Blandon Granger
 Supervisor, Real Estate Services
 Sacramento Municipal Utility District

ATTACHMENT 24

No fee for recordation
Govt. Code Section 6103

RECORD AT THE REQUEST OF AND RETURN TO:

Sacramento Municipal Utility District
Attention: Real Estate Services, MS B304
P. O. Box 15830
Sacramento, CA 95852-1830

NO COUNTY TRANSFER TAX DUE
PER R & T CODE 11922

SMUD BY:

APN: 053-0010-047

SMUD FILE: SO#: 30075225

AGREEMENT TO GRANT EASEMENT

The Sacramento Municipal Utility District (SMUD) proposes installation of the electrical system at TPSS#9, aka 8000 Detroit Boulevard, Sacramento, CA as shown on drawing SO# 30075225 on file in the District's offices, and also attached hereto as "Exhibit A". These facilities are to be installed in accordance with District's rules and regulations as follows: a) the parties understand that the Sacramento Regional Transit District (RT) will install certain portions of these facilities and thereafter owner will deed them to the District, and b) owner will grant an easement to the District to operate and maintain the facilities.

Standard District procedure requires that the right of way be granted prior to the installation and energization of its facilities. However, since this procedure may result in delays for this project, the District and the undersigned owner(s) hereby agree as follows:

After construction of the facilities by RT, the undersigned owners(s) of the herein referenced property shall:

1. Deed the required facilities to SMUD.
2. Fully execute SMUD's standard form Grant of Easement upon presentation or, if the property is sold prior to the granting of the required easement, obtain required signatures from the new owners for SMUD.

SMUD, upon receipt of this letter, fully signed and notarized, together with a copy of the current Grant Deed for the property shall:

1. Proceed with the finalization of the electric service plans for this development provided all other applicable rule and regulation requirements have been met.
2. Install and energize its facilities prior to the acquisition of required easement.
3. At its sole option, record this agreement in the Recorder's Office of the County in which the herein referenced property is situated.
4. After completion of the installation District will provide owner with a legal description and plat map of the location of the installation to accompany the granting of the required easement.

Warrant of Signature Authority. The undersigned property owner(s) warrant/warrants the signature appearing on this instrument of real property has the legal and requisite signatory authority for the conveyance of this real property interest. Further, the parties acknowledge and agree that SMUD, which is a local publicly owned electric utility, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Page 2 of 2
Agreement to Grant Easement
APN: 053-0010-047

SACRAMENTO MUNICIPAL UTILITY DISTRICT,
a municipal utility district

By: _____
Print Name: _____
Title: _____
Telephone: _____
Date: _____

Acknowledged and Accepted:

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:

ALL PURPOSE ACKNOWLEDGMENT

State of _____ County of _____ On _____ before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. <div style="text-align: right; margin-right: 200px;"> WITNESS my hand and official seal. _____ Signature </div> <div style="margin-top: 100px;"> (Notary Seal) </div>	CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL(S) SIGNING FOR HIMSELF/HERSELF/THEMSELVES <input type="checkbox"/> CORPORATE OFFICER(S) TITLE(S) COMPANY <input type="checkbox"/> PARTNERS PARTNERSHIP <input type="checkbox"/> ATTORNEY-IN-FACT PRINCIPAL(S) <input type="checkbox"/> TRUSTEES TRUST <input type="checkbox"/> OTHER
--	--

STATE OF CALIFORNIA
 COUNTY OF SACRAMENTO

Certificate of Acceptance
 Attached to R/W

This is to certify that the SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, hereby accepts for public purposes the interest in real property conveyed by the foregoing deed or grant and consents to the recordation thereof. The undersigned officer is authorized to execute this acceptance and consent pursuant to authority conferred by Resolution No. 89-6-11, adopted by said District's Board of Directors on June 20, 1989.

Order; SO 30075225
 Dated:

 Blandon Granger
 Supervisor, Real Estate Services
 Sacramento Municipal Utility District

ADAM W. HOFMANN
SENIOR COUNSEL
DIRECT DIAL (415) 995-5819
DIRECT FAX (415) 995-3483
E-MAIL ahofmann@hansonbridgett.com

October 9, 2014

Charles D. Cummings, Esq.
Sullivan, Workman & Dee, LLP
800 S. Figueroa St., 12th Floor
Los Angeles, CA 90017-2521

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

Anne Boswell
Boswell Alliance Construction Company
1686 Union Street, Suite 306
San Francisco, CA 94123

Suzanne Nielsen
36 Keel Court
Sacramento, CA 95831

Re: Unnumbered Properties at the end of Detroit Boulevard in Sacramento
APN: 053-0010-047, -048, and -049
Offer of Compensation Prior to Condemnation

Dear Owners:

I write on behalf of the Sacramento Regional Transit District ("RT"). As you know, RT is expanding its light rail transit system with the design and construction of the South Sacramento Corridor Project Phase 2 (the "Project"). RT determined that it required certain interests in your properties at the end of Detroit Boulevard in Sacramento, which culminated in a condemnation proceeding in 2011, and a related settlement and payment of compensation in 2013. Since then, RT has determined that it also needs to move certain utility easements on your property in order to complete its Project. As a result, RT is formally extending an offer to purchase the necessary utility easements, following its August 25, 2014 informal offer.

This letter, the enclosed Informational Pamphlet, Appraisal Report, Purchase and Sales Agreement, Preliminary Title Report, and Grant of Easement represent RT's offer to purchase permanent easements across a portion of your property for \$44,100. 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, we understand that this property is held in the name of various trusts, of which some of you are the trustees, and in the name of two business entities. 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, RT is offering to purchase an interest your property for the fair market value as determined by a private appraiser hired by RT. This value includes compensation for the permanent interest in your property that RT wishes to purchase. In determining the value of the property interest RT proposes to purchase, the appraiser also

Charles D. Cummings, Esq.
October 9, 2014
Page 2

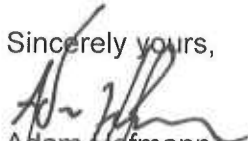
considered the possibility of any "severance damages," that is, harm to your remaining property caused by the purchase.

If you wish, you may also hire your own, professional appraiser to make an independent evaluation of the fair market price of the property interest. As long as you hire an appraiser licensed by California's Office of Real Estate Appraisers, RT will pay for the reasonable costs of your independent appraisal up to a total \$5,000.00.

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

RT welcomes your questions and comments regarding any aspect of this transaction, and I am available to discuss this proposal with you at any time.

Sincerely yours,



Adam Hofmann

Enclosures: Informational Pamphlet
Appraisal Report
Purchase and Sales Agreement
Easement Grant Deeds
Preliminary Title Report

cc (via email): Olga Sanchez-Ochoa, Legal Counsel
Ed Scofield, Project Manager
Pam Samms, Paragon Partners

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 December 8, 2014 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 Attachments 1 through 17, which are 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 Timothy S. Spangler, 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 5, 2014, 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)

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 November 11, 2014:

By: Kathleen J. Loneygan
Kathleen J. Loneygan, Senior Paralegal

May 8, 2013

**SMUD Easement
APN 053-0010-047 - West**

A portion of Parcel One as described in that Quitclaim Deed to Boswell, Stone et al, in Book 20080605 Page 0981, Sacramento County Records, located in the Southwest quarter of Section 8, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

A strip of land fifty (50.00) feet in width, the boundary of which is described as follows:

Commencing at the Northwest corner of the above-referenced Parcel One, being the Southwest corner of Lot 29 of Southgate Unit No. 4 filed in Book 85 of Maps, Map 7, Sacramento County Records;
thence along the westerly boundary line of said Parcel One, South 00°11'50" East a distance of 40.00 feet to the Point of Beginning;

thence leaving said westerly boundary line, North 75°42'38" East a distance of 1387.26 feet to an existing Sacramento Municipal Utility District easement;
thence along said existing easement, South 02°52'44" West a distance of 52.33 feet;
thence leaving said existing easement, South 75°42'38" West a distance of 1381.22 feet;
thence North 89°59'33" West a distance of 3.05 feet to the westerly boundary line of said Parcel One;
thence along said westerly boundary line, North 00°11'50" West a distance of 25.00 feet to the centerline of this 50.00 foot wide strip;
thence continuing along said westerly boundary line, North 00°11'50" West a distance of 25.78 feet to the Point of Beginning.

CONTAINING: an area of 1.591 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.



BOSWELL, STONE, ET AL
BOOK 20080605 AT PAGE 0981
A PORTION OF SECTIONS 7 & 8, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=200' MAY 8, 2013

UNITED STATES OF AMERICA
 APN 053-0010-058

SOUTHGATE UNIT NO. 4

S00°11'50"E
 40.00 (TIE)

POC

POB

N00°11'50"W
 50.78 (OA)

N89°59'33"W 3.05

25.78
 25.00

SAGINAW WAY

DEER HAVEN WAY

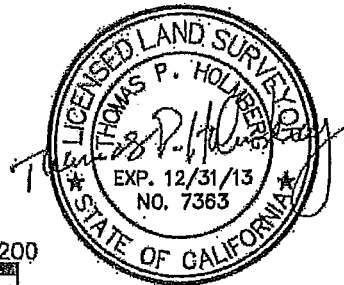
30
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N75°42'38"E 1387.26'

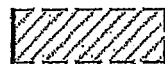
S75°42'38"W 1381.22'

SEE SHEET 2

**BOSWELL,
 STONE et al**
 APN 053-0010-047



LEGEND



AREA: 1.591±AC

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



ANDREGG GEOMATICS

11661 BLOCKER DRIVE, SUITE 200, AUBURN, CA 95603

SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2

EXHIBIT B

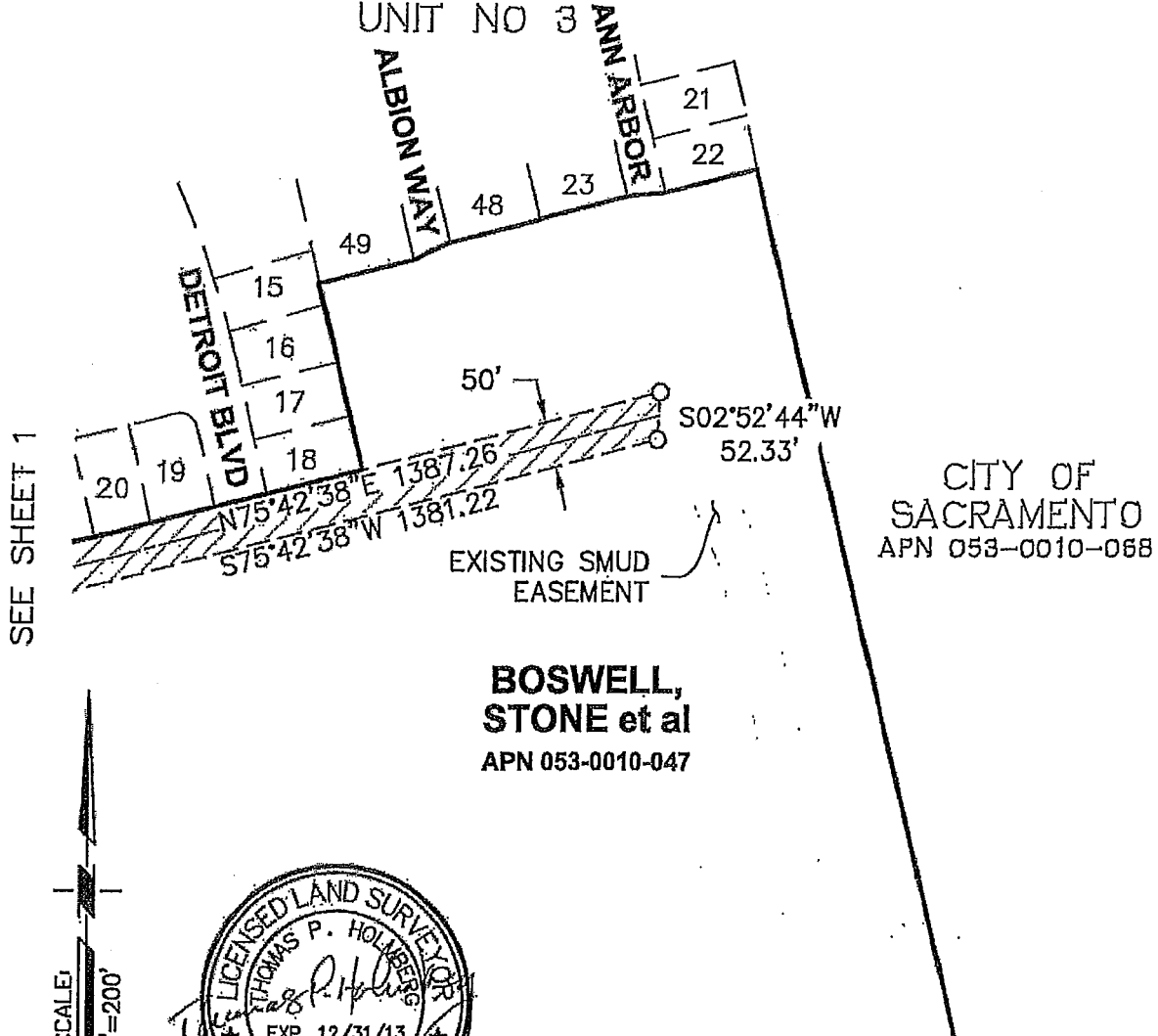
APN 053-0010-047

SRTD PARCEL S61.06

SHEET 1 OF 2

BOSWELL, STONE, ET AL
BOOK 20080605 AT PAGE 0981
A PORTION OF SECTIONS 7 & 8, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=200' MAY 8, 2013

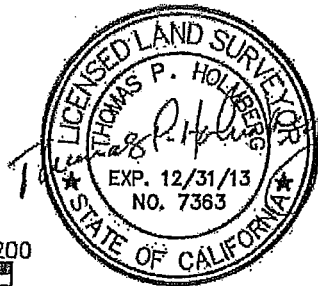
SOUTHGATE
 UNIT NO 3



SEE SHEET 1

CITY OF
 SACRAMENTO
 APN 053-0010-068

**BOSWELL,
 STONE et al**
 APN 053-0010-047



LEGEND

 AREA: 1.591±AC

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



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

EXHIBIT B APN 053-0010-047
 SRTD PARCEL S61.06 SHEET 2 OF 2

April 2, 2014

SMUD Easement
APN 053-0010-047

A portion of Parcel 1 as described in the Quitclaim Deed to Boswell, Stone et al, in Book 20080605 Page 0981, Sacramento County Records, located in the Southwest quarter of Section 8 and the Northwest quarter of Section 17, 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 the above-mentioned Parcel 1, said corner lying on the westerly boundary line of the tract of land granted to the City of Sacramento in Book 20100729, Page 0062, said Sacramento County Records; thence, S 17°14'04" W for a distance of 247.43 feet to the **Point of Beginning**;

thence from the Point of Beginning along the following six (6) consecutive courses and distances:

- 1) South 24°00'01" East for a distance of 204.36 feet,
- 2) South 13°55'56" East for a distance of 202.70 feet,
- 3) South 35°03'21" East for a distance of 216.95 feet,
- 4) South 13°58'04" East for a distance of 708.67 feet,
- 5) South 09°40'32" East for a distance of 692.29 feet, and
- 6) North 70°32'09" East for a distance of 19.31 feet to the easterly boundary line of said Parcel 1;

thence along said easterly boundary line, along the arc of a non-tangent curve to the right, concave westerly, having a radius of 5849.85 feet, a central angle of 00°24'19", and arc length of 41.38 feet, and a chord bearing South 06°25'46" East for a distance of 41.38 feet to the southeast corner of said Parcel 1;

thence along the southerly boundary line of said Parcel 1, North 70°32'00" West for a distance of 76.38 feet; thence leaving said southerly boundary line along the following eight (8) consecutive courses and distances:

- 1) North 09°40'32" West for a distance of 695.85 feet,
- 2) North 13°59'42" West for a distance of 692.92 feet,
- 3) North 35°02'53" West for a distance of 217.05 feet,
- 4) North 13°55'56" West for a distance of 207.62 feet,
- 5) North 24°00'01" West for a distance of 157.79 feet,
- 6) South 75°42'38" West for a distance of 9.32 feet,
- 7) North 02°52'44" East for a distance of 52.33 feet, and
- 8) North 75°42'38" East for a distance of 36.05 feet to the **Point of Beginning**.

CONTAINING: an area of 2.348 acres, more or less.

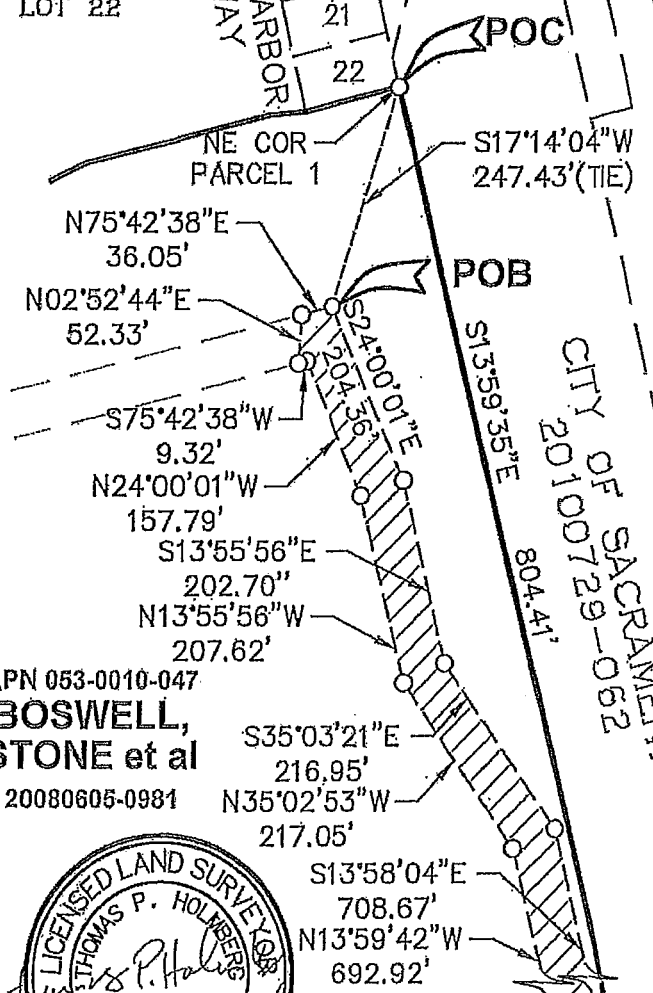
All bearings shown herein are grid, California State Plane Coordinate System, Zone 2, North American Datum of 1983. All distances herein are grid distances in U.S. Survey Feet. To compute ground distance, divide grid distances by 0.99997515477.

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

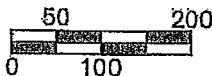
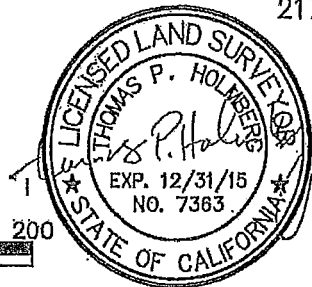


BOSWELL, STONE, ET AL
BOOK 20080605 AT PAGE 0981
A PORTION OF SW1/4 SEC. 8 & NW1/4 SEC. 17, T.7 N., R.5 E., MDB&M
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=200' APRIL 2, 2014
SHEET 1 OF 2

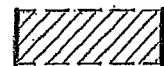
SOUTHGATE
 UNIT NO 3
 LOT 22



APN 053-0010-047
**BOSWELL,
 STONE et al**
 20080605-0981



LEGEND



EASEMENT
 AREA: 2.348±AC

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



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

EXHIBIT B

APN 053-0010-047
 SRTD PARCEL S61.06

BOSWELL, STONE, ET AL
BOOK 20080605 AT PAGE 0981
A PORTION OF SW1/4 SEC. 8 & NW1/4 SEC. 17, T.7 N., R.5 E., MDB&M
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=200' APRIL 2, 2014
SHEET 2 OF 2

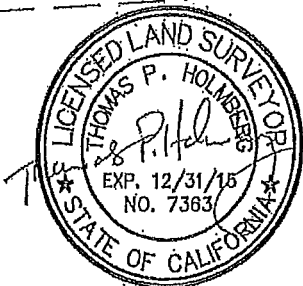
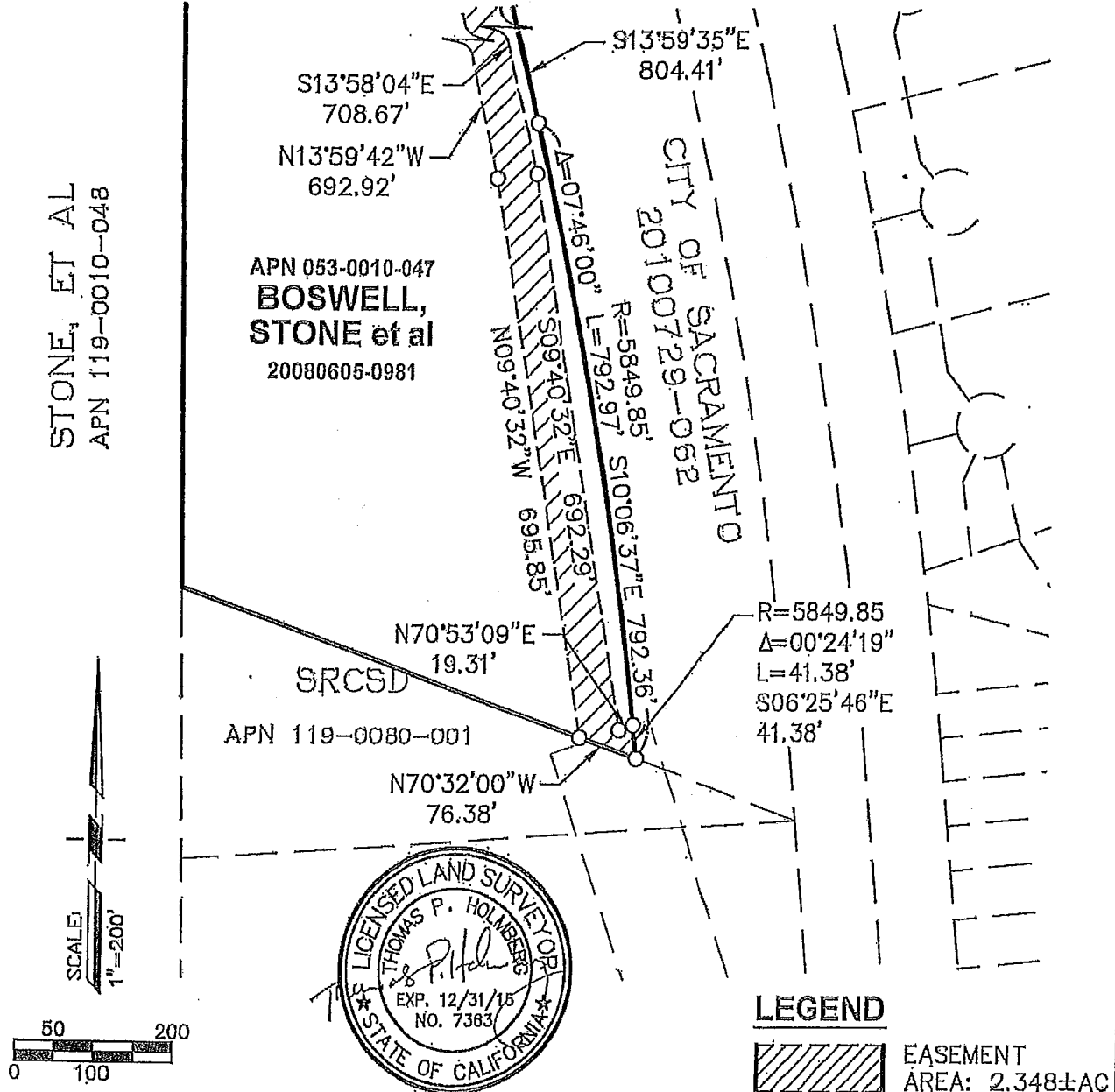
STONE, ET AL
 APN 119-0010-048

APN 053-0010-047
**BOSWELL,
 STONE et al**
 20080605-0981

APN 119-0080-001

SRCSD

CITY OF SACRAMENTO
 20100729-062



LEGEND

 **EASEMENT**
AREA: 2.348±AC

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

August 12, 2014

Exhibit 'A'

**SMUD Easement
APN 053-0010-076**

A portion of land described in the Quitclaim Deed to Boswell-Stone, et al, recorded in Document No. 20080605-0981, Sacramento County Records, located in the Southwest quarter of Section 8 and the Northwest quarter of Section 17, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

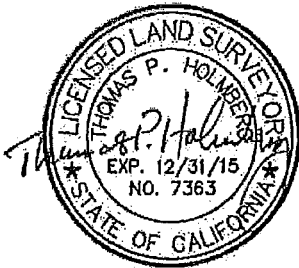
Beginning at a point in the above described tract of land and from which point the Northeast corner of said lands bears North 03°38'11" East for a distance of 628.55 feet; thence from the **Point of Beginning** the following thirteen (13) consecutive courses and distances:

- 1) South 09°16'21" East for a distance of 237.29 feet,
- 2) along the arc of a curve to the right, concave westerly, having a radius of 505.00 feet, a central angle of 5°37'36", a length of 49.59 feet, and a chord bearing South 06°27'33" East for a distance of 49.57 feet,
- 3) South 03°38'45" East for a distance of 1.38 feet,
- 4) along the arc of a curve to the left, concave easterly, having a radius of 495.00 feet, a central angle of 7°01'26", a length of 60.68 feet, and a chord bearing South 07°09'28" East for a distance of 60.64 feet,
- 5) North 76°15'54" East for a distance of 31.35 feet,
- 6) South 13°44'06" East for a distance of 98.34 feet,
- 7) South 76°11'58" West for a distance of 41.98 feet,
- 8) North 13°48'02" West for a distance of 71.34 feet,
- 9) along the arc of a curve to the right, concave easterly, having a radius of 505.00 feet, a central angle of 10°09'17", a length of 89.50 feet, and a chord bearing North 08°43'24" West for a distance of 89.38 feet,
- 10) North 03°38'45" West for a distance of 1.38 feet,
- 11) along the arc of a curve to the left, concave westerly, having a radius of 495.00 feet, a central angle of 5°37'36", a length of 48.61 feet, and a chord bearing North 06°27'33" West for a distance of 48.59 feet,
- 12) North 09°16'21" West for a distance of 237.29 feet,
- 13) North 80°43'39" East for a distance of 10.00 feet to the **Point of Beginning**.

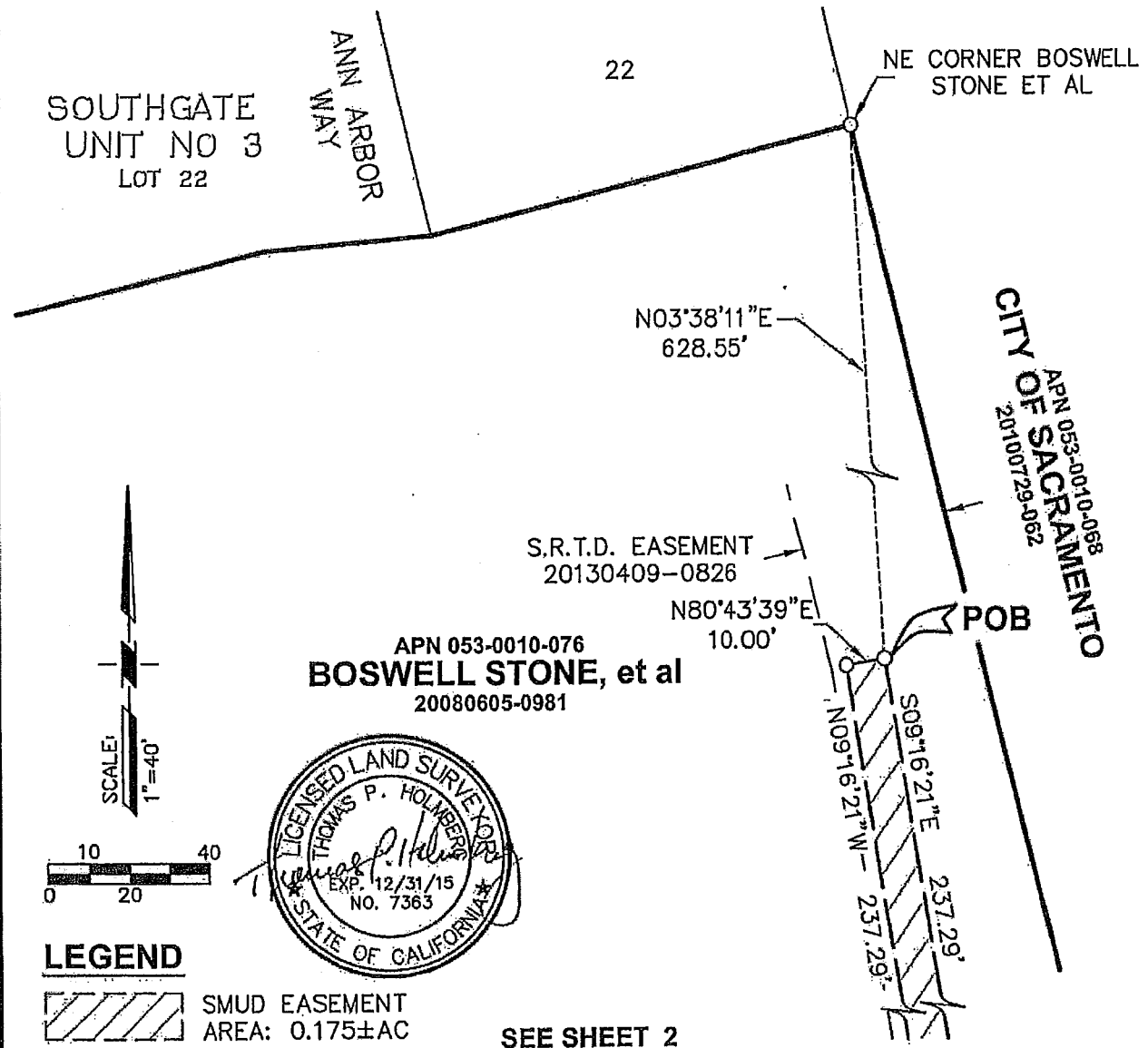
CONTAINING: an area of 0.175 acres, more or less.

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.

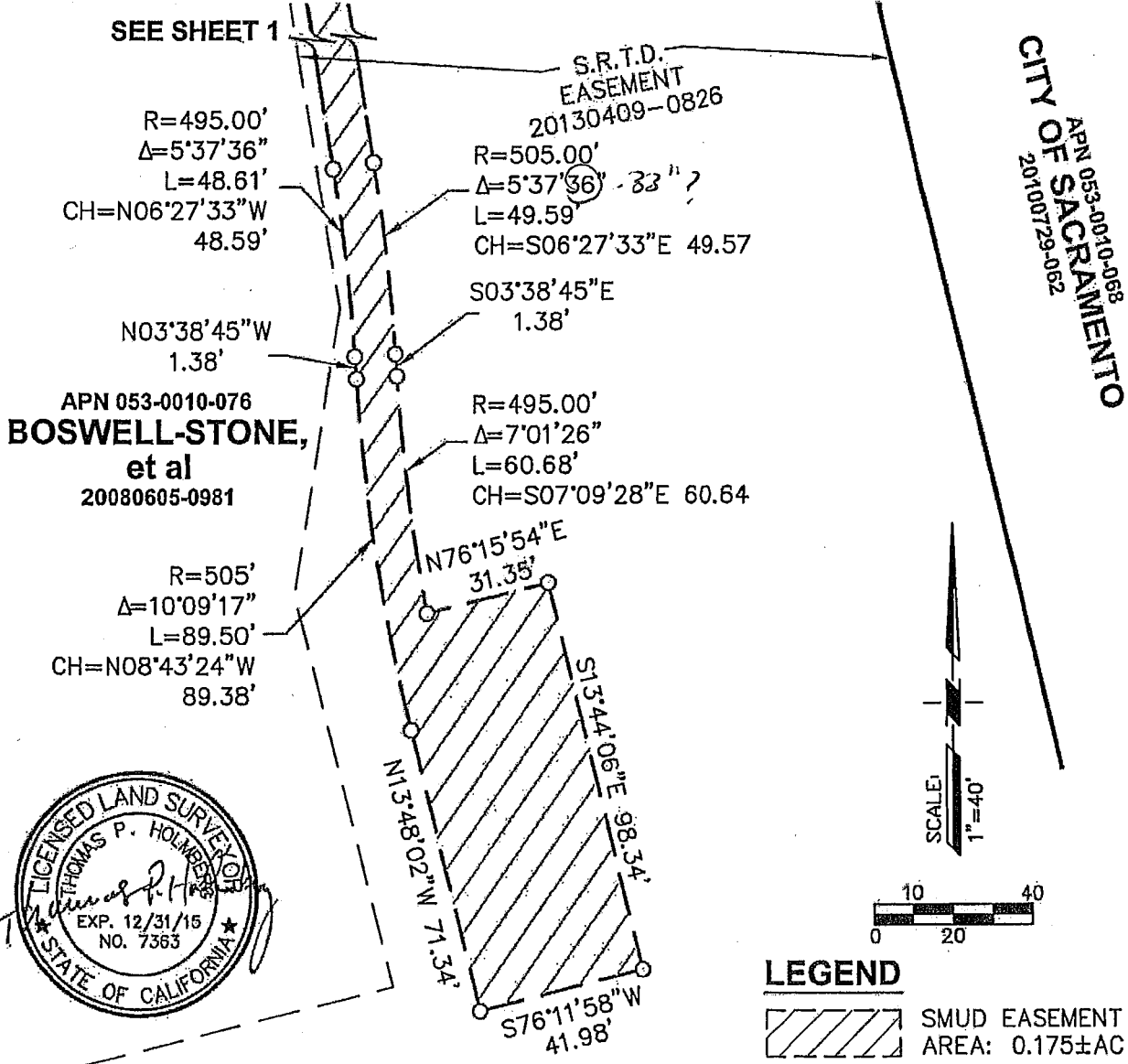


BOSWELL-STONE, et al
BOOK 20080605 AT PAGE 0981
A PORTION OF SW1/4 SEC. 8 & NW1/4 SEC. 17, T.7 N., R.5 E., MDB&M
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=40' JULY 29, 2014
SHEET 1 OF 2



<p>ANDREGG GEOMATICS www.andregg.com 800-400-7072</p>	<p>Regional Transit</p>	<p>ANDREGG GEOMATICS 11661 BLOCKER DRIVE, SUITE 200, AUBURN, CA 95603</p>
		<p>SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2 APN 053-0010-076 SRTD PARCEL S61.06</p>

BOSWELL-STONE, et al
BOOK 20080605 AT PAGE 0981
A PORTION OF SW1/4 SEC. 8 & NW1/4 SEC. 17, T.7 N., R.5 E., MDB&M
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=40' JULY 29, 2014
SHEET 2 OF 2



<p>ANDREGG GEOMATICS www.andregg.com 800-400-7072</p>	<p>Regional Transit</p>	<p>ANDREGG GEOMATICS 11661 BLOCKER DRIVE, SUITE 200, AUBURN, CA 95603</p>
		<p>SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2 EXHIBIT B APN 053-0010-076 SRTD PARCEL S61.06</p>

July 29, 2014

PG&E and SMUD Access Easement
APN 053-0010-076

A portion of land described in the Quitclaim Deed to Boswell-Stone, et al, recorded in Document No. 20080605-0981, Sacramento County Records, located in the Southwest quarter of Section 8, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

Beginning at a point in the above described tract of land and from which point the Northeast corner of said lands bears North 76°00'25" East for a distance of 63.46 feet; thence from the **Point of Beginning** the following fourteen (14) consecutive courses and distances:

1. along the arc of a non-tangent curve to the right, concave westerly, having a radius of 72.00 feet, a central angle of 7°59'19", an arc length of 10.04 feet and a chord bearing South 00°54'55" East for a distance of 10.03 feet;
2. along the arc of a reverse curve to the left, concave easterly, having a radius of 608.00 feet, a central angle of 06°05'29", an arc length of 64.64 feet and a chord bearing South 00°02'01" West for a distance of 64.61 feet;
3. South 03°00'44" East for a distance of 172.94 feet;
4. along a tangent curve to the left, concave northeasterly, having a radius of 59.00 feet, a central angle of 100°59'22", an arc length of 103.99 feet, and a chord bearing South 53°30'33" East for a distance of 91.04 feet;
5. North 75°59'54" East for a distance of 5.53 feet;
6. along the arc of a tangent curve to the left, concave northerly, having a radius of 65.00 feet, a central angle of 51°30'28", an arc length of 58.43 feet and a chord bearing North 50°14'40" East for a distance of 56.49 feet;
7. South 13°59'35" East for a distance of 77.91 feet;
8. along the arc of a non-tangent curve to the left, concave southerly, having a radius of 75.00 feet, a central angle of 54°24'55", an arc length of 71.23 feet and a chord bearing North 76°47'38" West for a distance of 68.58 feet;
9. South 75°59'54" West for a distance of 21.45 feet;
10. along a tangent curve to the right, concave northeasterly, having a radius of 57.00 feet, a central angle of 100°59'22", an arc length of 100.47 feet, and a chord bearing North 53°30'25" West for a distance of 87.96 feet;
11. North 03°00'44" West for a distance of 201.47 feet;
12. along a tangent curve to the right, concave easterly, having a radius of 627.00 feet, a central angle of 04°50'33", an arc length of 52.99 feet, and a chord bearing North 00°35'27" West for a distance of 52.97 feet;
13. along a reverse curve to the left, concave westerly, having a radius of 74.00 feet, a central angle of 13°35'40", an arc length of 17.56 feet, and a chord bearing North 04°58'01" West for a distance of 17.52 feet;
14. North 76°00'25" East for a distance of 21.55 feet to the **Point of Beginning**.

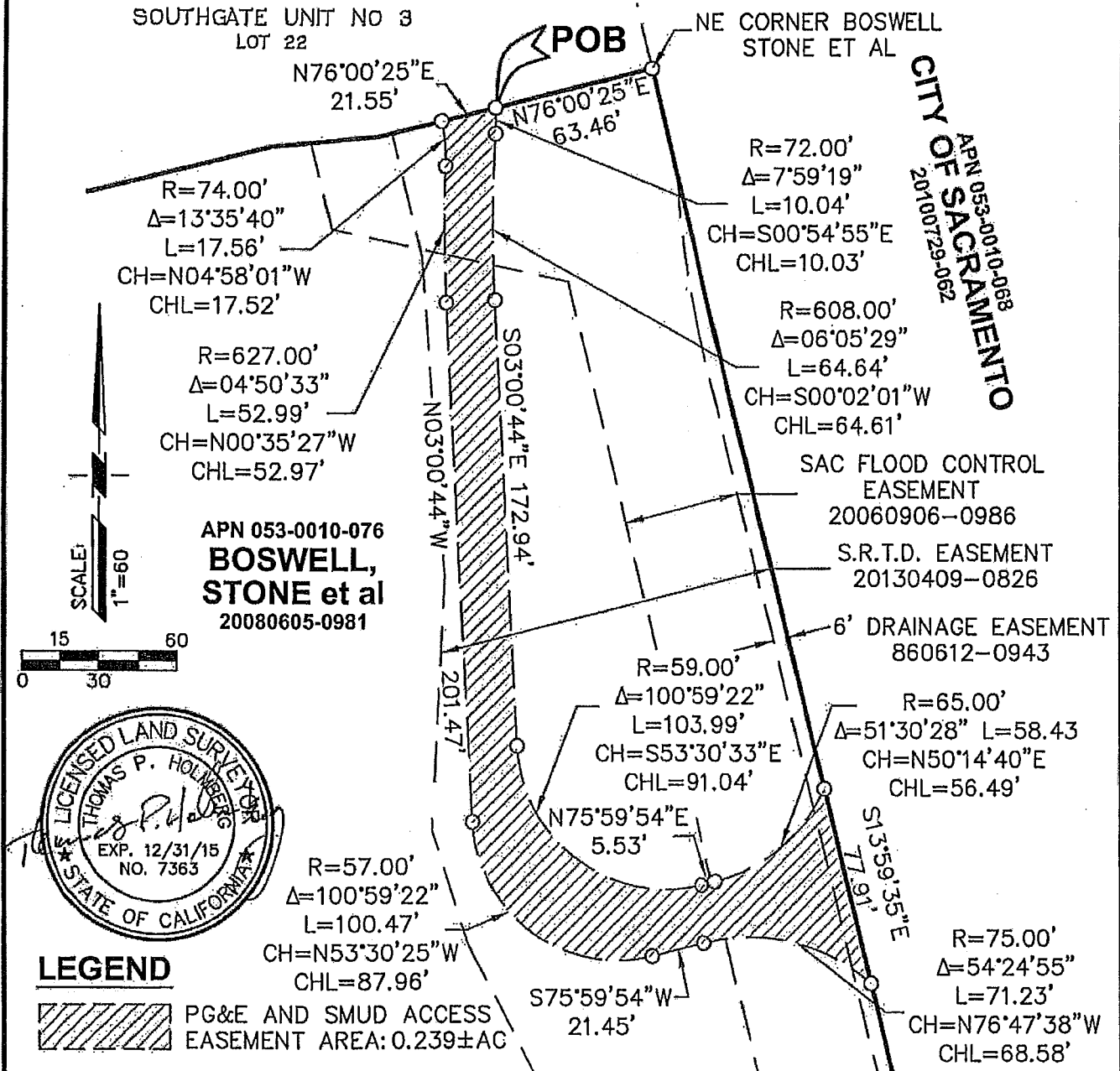
Containing an area of 0.239 acres, more or less.

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.



BOSWELL-STONE, et al
BOOK 20080605 AT PAGE 0981
A PORTION OF SECTION 8, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=60' JULY 29, 2014 SHEET 1 OF 1



LEGEND

PG&E AND SMUD ACCESS EASEMENT AREA: 0.239±AC

<p>ANDREGG GEOMATICS www.andregg.com 800-400-7072</p>		<p>ANDREGG GEOMATICS 11661 BLOCKER DRIVE, SUITE 200, AUBURN, CA 95603</p> <hr/> <p>SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2</p> <p>EXHIBIT B APN 053-0010-076 SRD PARCEL S61.06</p>
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July 29, 2014

**PG&E and SMUD Access Easement
APN 053-0010-076**

A portion of land described in the Quitclaim Deed to Boswell-Stone, et al, recorded in Document No. 20080605-0981, Sacramento County Records, located in the Southwest quarter of Section 8, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

Beginning at a point in the above described tract of land and from which point the Northeast corner of said lands bears North 76°00'25" East for a distance of 63.46 feet; thence from the **Point of Beginning** the following fourteen (14) consecutive courses and distances:

1. along the arc of a non-tangent curve to the right, concave westerly, having a radius of 72.00 feet, a central angle of 7°59'19", an arc length of 10.04 feet and a chord bearing South 00°54'55" East for a distance of 10.03 feet;
2. along the arc of a reverse curve to the left, concave easterly, having a radius of 608.00 feet, a central angle of 06°05'29", an arc length of 64.64 feet and a chord bearing South 00°02'01" West for a distance of 64.61 feet;
3. South 03°00'44" East for a distance of 172.94 feet;
4. along a tangent curve to the left, concave northeasterly, having a radius of 59.00 feet, a central angle of 100°59'22", an arc length of 103.99 feet, and a chord bearing South 53°30'33" East for a distance of 91.04 feet;
5. North 75°59'54" East for a distance of 5.53 feet;
6. along the arc of a tangent curve to the left, concave northerly, having a radius of 65.00 feet, a central angle of 51°30'28", an arc length of 58.43 feet and a chord bearing North 50°14'40" East for a distance of 56.49 feet;
7. South 13°59'35" East for a distance of 77.91 feet;
8. along the arc of a non-tangent curve to the left, concave southerly, having a radius of 75.00 feet, a central angle of 54°24'55", an arc length of 71.23 feet and a chord bearing North 76°47'38" West for a distance of 68.58 feet;
9. South 75°59'54" West for a distance of 21.45 feet;
10. along a tangent curve to the right, concave northeasterly, having a radius of 57.00 feet, a central angle of 100°59'22", an arc length of 100.47 feet, and a chord bearing North 53°30'25" West for a distance of 87.96 feet;
11. North 03°00'44" West for a distance of 201.47 feet;
12. along a tangent curve to the right, concave easterly, having a radius of 627.00 feet, a central angle of 04°50'33", an arc length of 52.99 feet, and a chord bearing North 00°35'27" West for a distance of 52.97 feet;
13. along a reverse curve to the left, concave westerly, having a radius of 74.00 feet, a central angle of 13°35'40", an arc length of 17.56 feet, and a chord bearing North 04°58'01" West for a distance of 17.52 feet;
14. North 76°00'25" East for a distance of 21.55 feet to the **Point of Beginning**.

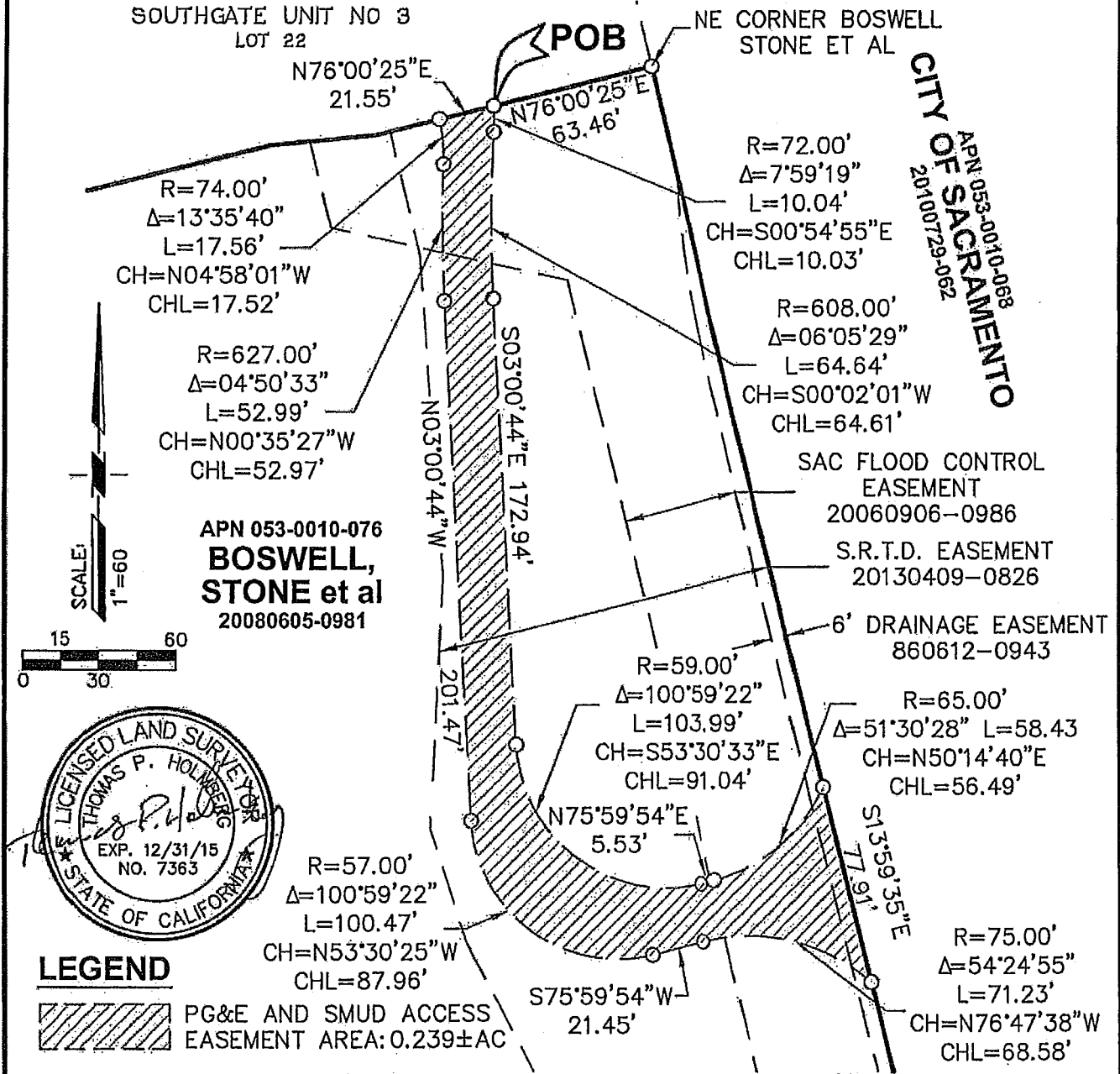
Containing an area of 0.239 acres, more or less.

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.



BOSWELL-STONE, et al
BOOK 20080605 AT PAGE 0981
A PORTION OF SECTION 8, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=60' JULY 29, 2014 SHEET 1 OF 1



<p>ANDREGG GEOMATICS www.andregg.com 800-400-7072</p>		<p>ANDREGG GEOMATICS 11661 BLOCKER DRIVE, SUITE 200, AUBURN, CA 95603</p>
		<p>SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2 EXHIBIT B APN 053-0010-076 SRTD PARCEL S61.06</p>

A portion of land described in the Quitclaim Deed to Boswell-Stone, et al, recorded in Document No. 20080605-0981, Sacramento County Records, located in the southwest quarter of Section 8, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

Commencing at the most southerly point of the centerline of Ann Arbor Way as shown on the Plat of Southgate Unit No. 3, filed in Book 84 at Page 20, Sacramento County Records, said point lying South 57°50'48" East for a distance of 22.00, feet and South 29°38'47" West for a distance of 22.00' feet from chiseled crosses per City of Sacramento Filed Book 1266; thence along the southerly boundary line of said plat, South 84°31'40" West for a distance of 5.65 feet; thence leaving said southerly boundary line, along the westerly line of the easement granted to Sacramento Area Flood Control Agency and Sacramento and San Joaquin Drainage District in the Grant of Perpetual Easement for Flood Control Works recorded in Book 20060906, at Page 0986, Official Records of Sacramento County, along the following two (2) consecutive courses and distances:

1. South 14°06'10 East for a distance of 34.44 feet, and
2. South 77°36'12" East for a distance of 45.02 feet to the **Point of Beginning**;

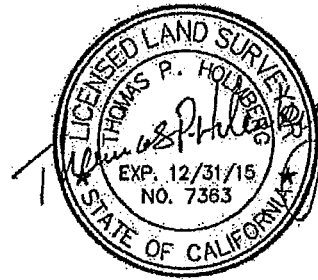
thence from the **Point of Beginning** along the following eleven (11) consecutive courses and distances:

1. along said flood control easement South 77°36'12" East for a distance of 19.57 feet,
2. leaving said flood control easement long the arc of a non-tangent curve to the left, concave easterly, having a radius of 608.00 feet, a central angle of 01°16'42", an arc length of 13.57 feet and a chord bearing South 02°22'23" East for a distance of 13.56 feet,
3. South 03°00'44" East for a distance of 172.94 feet,
4. along a tangent curve to the left, concave northeasterly, having a radius of 59.00 feet, a central angle of 100°59'22", an arc length of 103.99 feet, and a chord bearing South 53°30'25" East for a distance of 91.04 feet,
5. North 75°59'54" East for a distance of 4.22 feet to a point lying on said flood control easement,
6. along said easement, South 13°52'26" East for a distance of 22.51 feet,
7. leaving said flood control easement, along the arc of a non-tangent curve to the left, concave southerly, having a radius of 75.00 feet, a central angle of 06°42'43", an arc length of 8.79 feet and a chord bearing South 79°21'16" West for a distance of 8.78 feet,
8. South 75°59'54" West for a distance of 21.45 feet,
9. along a tangent curve to the right, concave northeasterly, having a radius of 57.00 feet, a central angle of 100°59'22", an arc length of 100.47 feet, and a chord bearing North 53°30'25" West for a distance of 87.96 feet,
10. North 03°00'44" West for a distance of 201.47 feet,
11. along a tangent curve to the right, concave easterly, having a radius of 627.00 feet, a central angle of 01°42'54", an arc length of 18.77 feet, and a chord bearing

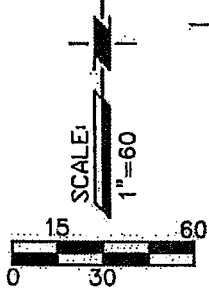
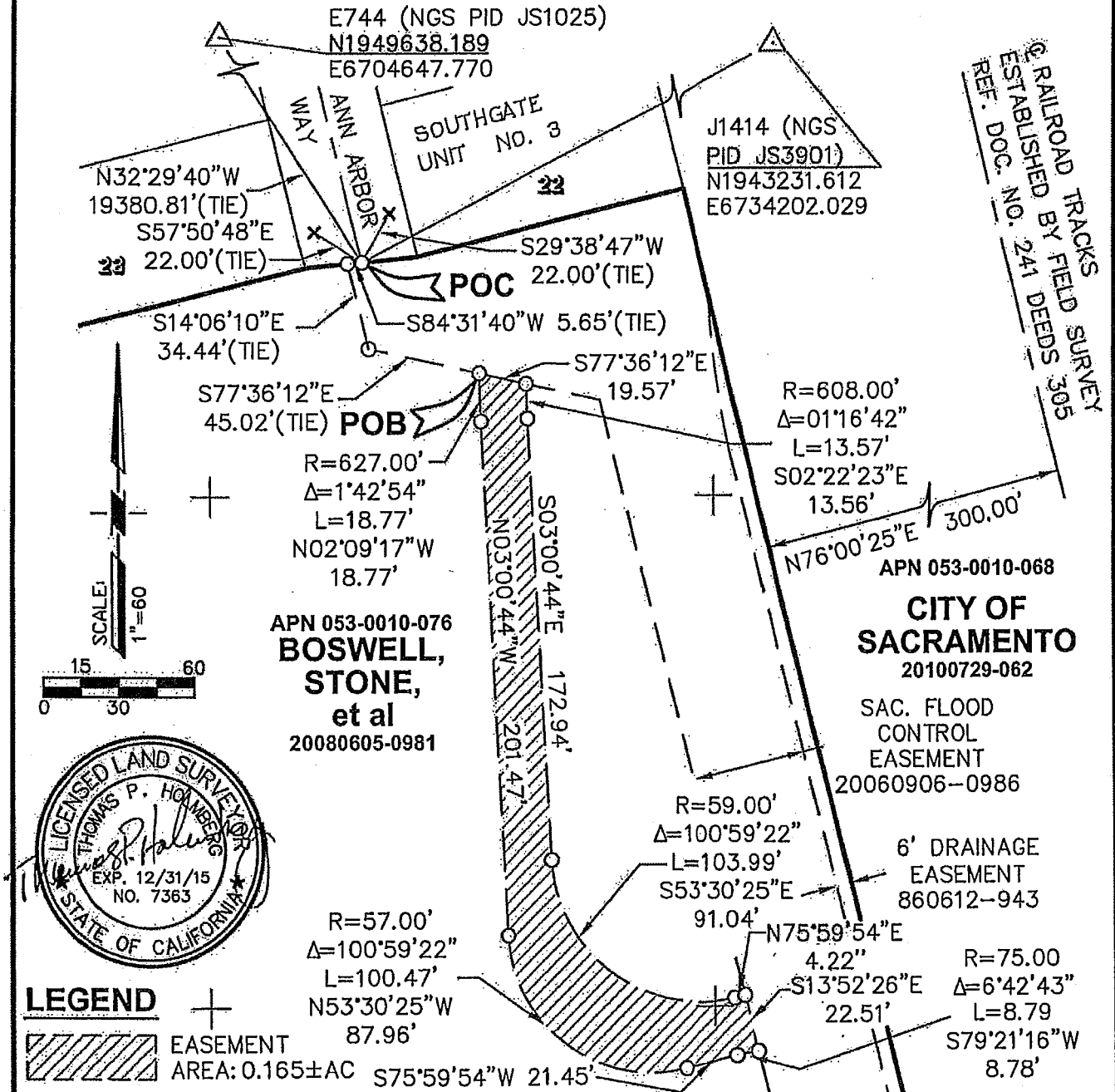
North 02°09'17" West for a distance of 18.77 feet to the **Point of Beginning**.

Containing an area of 0.165 acres, more or less.

Bearings and Distances are based on the California Coordinate System, CCS83 (1991.35) ZONE 2 and per the previously established RT control surveys by Morton & Pitalo and Psomas in November 1995 and December 2001 respectively. The distances shown herein are grid. To convert to ground multiply by 0.99997515477.



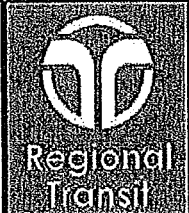
BOSWELL, STONE, ET AL
BOOK 20080605 AT PAGE 0981
A PORTION OF SECTION 8, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=60' AUGUST 07, 2014 SHEET 2 OF 2



LEGEND

EASEMENT
 AREA: 0.165±AC

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ANDREGG GEOMATICS
 11661 BLOCKER DRIVE, SUITE 200, AUBURN, CA 95603
SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2
 EXHIBIT B APN 053-0010-076 SRTD PARCEL S61.06

May 8, 2013

**SMUD Easement
APN 053-0010-047 - West**

A portion of Parcel One as described in that Quitclaim Deed to Boswell, Stone et al, in Book 20080605 Page 0981, Sacramento County Records, located in the Southwest quarter of Section 8, Township 7 North, Range 5 East, Mount Diablo Meridian, City of Sacramento, Sacramento County, California being more particularly described as follows:

A strip of land fifty (50.00) feet in width, the boundary of which is described as follows:

Commencing at the Northwest corner of the above-referenced Parcel One, being the Southwest corner of Lot 29 of Southgate Unit No. 4 filed in Book 85 of Maps, Map 7, Sacramento County Records;

thence along the westerly boundary line of said Parcel One, South 00°11'50" East a distance of 40.00 feet to the Point of Beginning;

thence leaving said westerly boundary line, North 75°42'38" East a distance of 1387.26 feet to an existing Sacramento Municipal Utility District easement;

thence along said existing easement, South 02°52'44" West a distance of 52.33 feet;

thence leaving said existing easement, South 75°42'38" West a distance of 1381.22 feet;

thence North 89°59'33" West a distance of 3.05 feet to the westerly boundary line of said Parcel One;

thence along said westerly boundary line, North 00°11'50" West a distance of 25.00 feet to the centerline of this 50.00 foot wide strip;

thence continuing along said westerly boundary line, North 00°11'50" West a distance of 25.78 feet to the Point of Beginning.

CONTAINING: an area of 1.591 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.



BOSWELL, STONE, ET AL
BOOK 20080605 AT PAGE 0981
A PORTION OF SECTIONS 7 & 8, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=200' MAY 8, 2013

UNITED STATES OF AMERICA
 APN 053-0010-058

SOUTHGATE UNIT NO. 4

S00°11'50"E
 40.00' (TIE)

POC

POB

N00°11'50"W
 50.78' (OA)

N89°59'33"W 3.05

25.78
 25.00

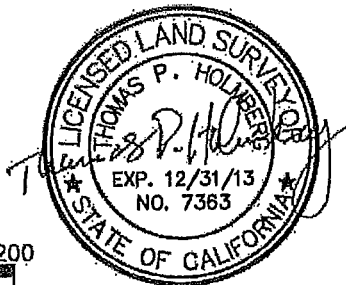
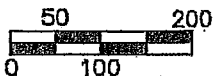
SAGINAW WAY

DEER HAVEN WAY

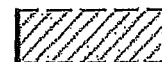
N75°42'38"E 1387.26'
 S75°42'38"W 1381.22'

SEE SHEET 2

**BOSWELL,
 STONE et al**
 APN 053-0010-047



LEGEND



AREA: 1.591±AC

**ANDREGG
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Regional
 Transit

ANDREGG GEOMATICS

11661 BLOCKER DRIVE, SUITE 200, AUBURN, CA 95603

SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2

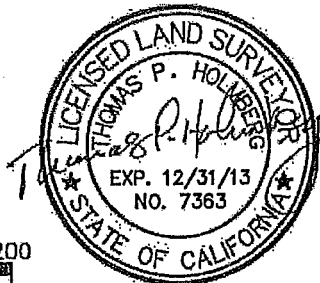
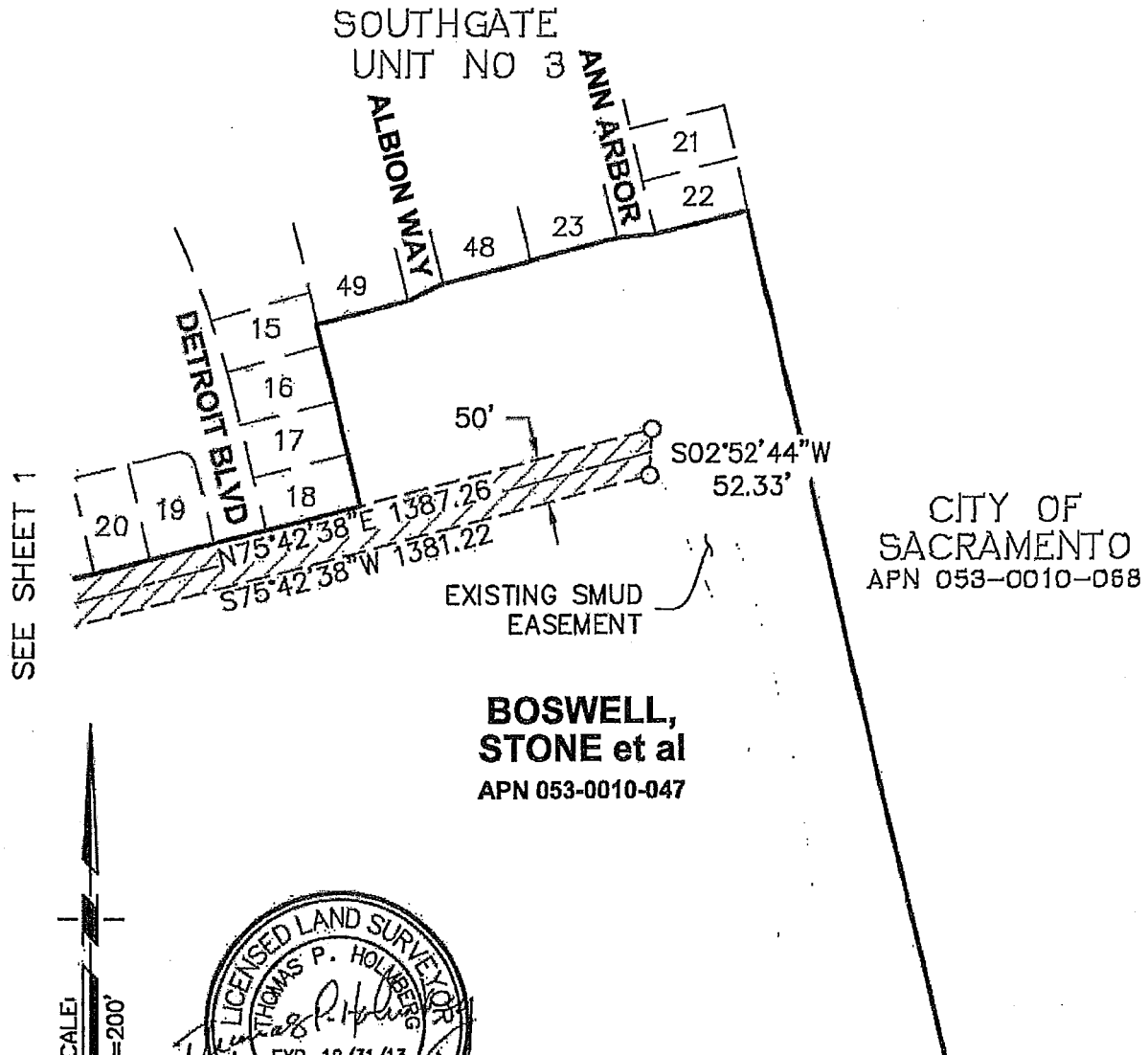
APN 053-0010-047

EXHIBIT B

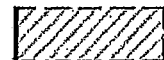
SRTD PARCEL S61.06

SHEET 1 OF 2

BOSWELL, STONE, ET AL
BOOK 20080605 AT PAGE 0981
A PORTION OF SECTIONS 7 & 8, T.7 N., R.5 E., MDM
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=200' MAY 8, 2013



LEGEND



AREA: 1.591±AC

**ANDREGG
GEOMATICS**
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800-400-7072



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

August 12, 2014

Exhibit 'A'

**SMUD Easement
APN 053-0010-076**

A portion of land described in the Quitclaim Deed to Boswell-Stone, et al, recorded in Document No. 20080605-0981, Sacramento County Records, located in the Southwest quarter of Section 8 and the Northwest quarter of Section 17, 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 the above-described land, said corner lying on the westerly boundary line of the tract of land granted to the City of Sacramento in Book 20100729, Page 0062, Sacramento County Records; thence, S 17°14'04" W for a distance of 247.43 feet to the **Point of Beginning**;

thence from the **Point of Beginning** along the following six (6) consecutive courses and distances:

- 1) South 24°00'01" East for a distance of 204.36 feet,
- 2) South 13°55'56" East for a distance of 202.70 feet,
- 3) South 35°03'21" East for a distance of 216.95 feet,
- 4) South 13°58'04" East for a distance of 708.67 feet,
- 5) South 09°40'32" East for a distance of 692.29 feet, and
- 6) North 70°53'09" East for a distance of 19.31 feet to the easterly boundary line of said

land; thence along said easterly boundary line, along the arc of a non-tangent curve to the right, concave westerly, having a radius of 5849.85 feet, a central angle of 00°24'19", and arc length of 41.38 feet, and a chord bearing South 06°25'46" East for a distance of 41.38 feet to the southeast corner of said land;

thence along the southerly boundary line of said land, North 70°32'00" West for a distance of 76.38 feet; thence leaving said southerly boundary line along the following eight (8) consecutive courses and distances:

- 1) North 09°40'32" West for a distance of 695.85 feet,
- 2) North 13°59'42" West for a distance of 692.92 feet,
- 3) North 35°02'53" West for a distance of 217.05 feet,
- 4) North 13°55'56" West for a distance of 207.62 feet,
- 5) North 24°00'01" West for a distance of 157.79 feet,
- 6) South 75°42'38" West for a distance of 9.32 feet,
- 7) North 02°52'44" East for a distance of 52.33 feet, and
- 8) North 75°42'38" East for a distance of 36.05 feet to the **Point of Beginning**.

Beginning.

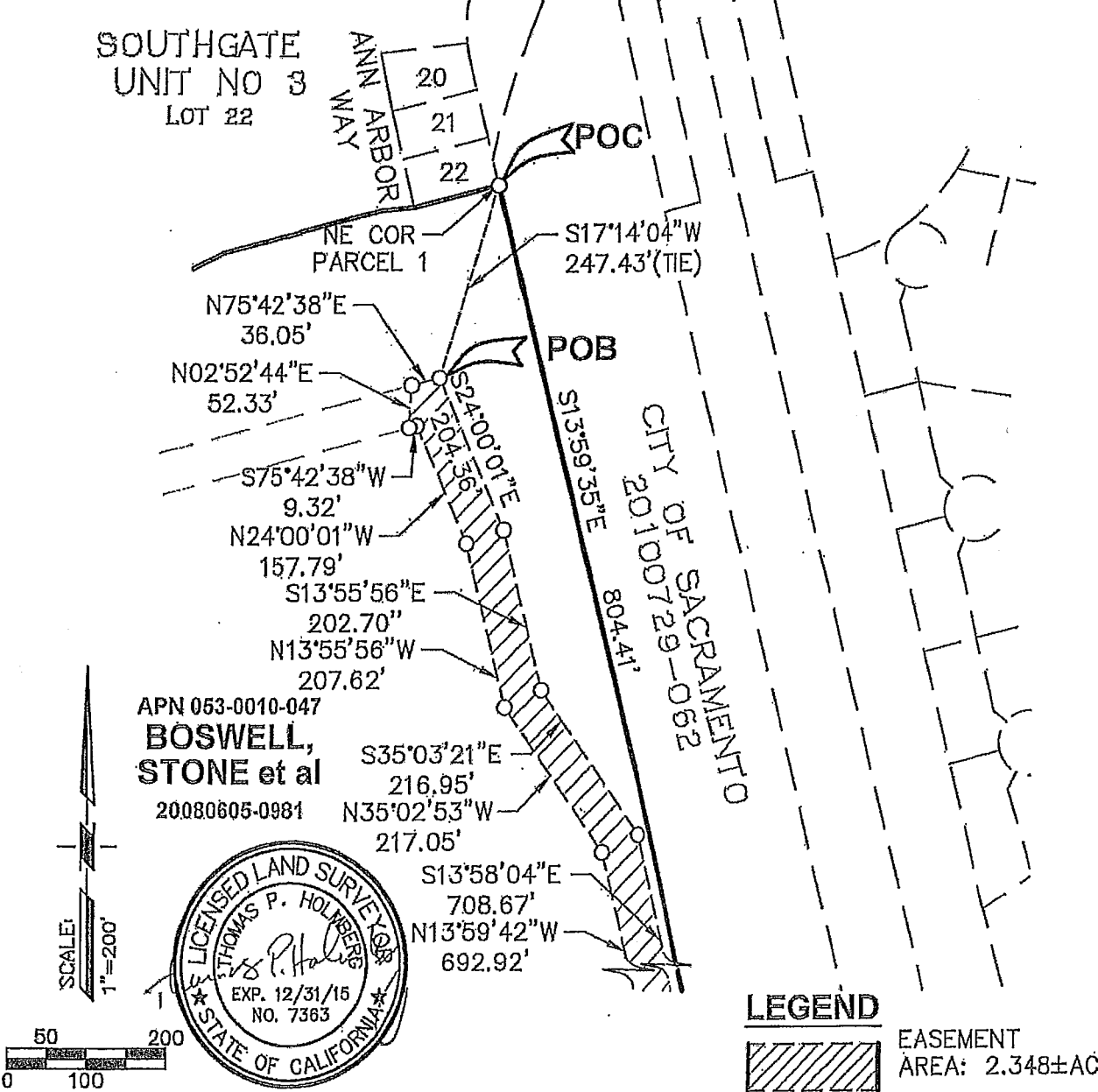
CONTAINING: an area of 2.348 acres, more or less.

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.



BOSWELL, STONE, ET AL
BOOK 20080605 AT PAGE 0981
A PORTION OF SW1/4 SEC. 8 & NW1/4 SEC. 17, T.7 N., R.5 E., MDB&M
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=200' APRIL 2, 2014
SHEET 1 OF 2



<p>ANDREGG GEOMATICS www.andregg.com 800-400-7072</p>		<p align="center">ANDREGG GEOMATICS 11661 BLOCKER DRIVE, SUITE 200, AUBURN, CA 95603 SOUTH SACRAMENTO CORRIDOR PROJECT - PHASE 2 EXHIBIT B APN 053-0010-047 SRTD PARCEL S61.06</p>
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BOSWELL, STONE, ET AL

BOOK 20080605 AT PAGE 0981

A PORTION OF SW1/4 SEC. 8 & NW1/4 SEC. 17, T.7 N., R.5 E., MDB&M CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA

SCALE: 1"=200' APRIL 2, 2014 SHEET 2 OF 2

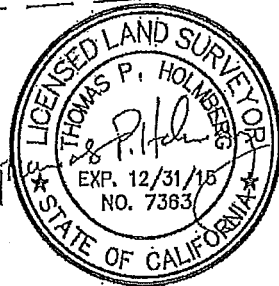
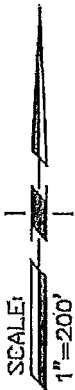
STONE, ET AL
APN 119-0010-048

APN 053-0010-047
**BOSWELL,
STONE et al**
20080605-0981

CITY OF SACRAMENTO
20100729-062

SRCS D

APN 119-0080-001



LEGEND

 EASEMENT
AREA: 2.348±AC

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

EXHIBIT B APN 053-0010-047
SRTD PARCEL S61.06

