

DATE: October 20, 2005

TO: Regional Transportation Commission/Rail-Trail Authority

FROM: Luis Pavel Mendez, Deputy Director
Rachel Moriconi, Senior Transportation Planner

RE: Rail Line Acquisition Project - Coastal Conservancy Reimbursable Grant

RECOMMENDATION

The Rail Acquisition Task Force (RATF) and staff recommend that the Regional Transportation Commission:

1. Approve language to be incorporated into the Coastal Conservancy Reimbursable Grant Agreement (Attachment 1) to repay the Reimbursable Grant, contingent on CTC approval of an AB3090 reimbursement designation for the Santa Cruz Branch Rail Line Acquisition project;
 2. In the event that the CTC does not allocate the AB3090 Reimbursement funds by the end of FY10/11, commit to programming RSTPX funds in the Regional Transportation Improvement Program (RTIP) at the rate of \$1 million per year starting in FY10/11 until the Reimbursable Grant is repaid; and
 3. Approve the Declaration of Restrictive Covenants language (Attachment 2) for the Coastal Conservancy reimbursable grant.
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BACKGROUND

The Regional Transportation Commission (RTC) has signed a letter of intent with Union Pacific to purchase the Santa Cruz Branch Rail Line for \$19 million. \$10 million in State Transportation Improvement Program (STIP) funds are programmed to help fund the purchase. However, due to several years of transportation funds being diverted to the General Fund, the California Transportation Commission (CTC) will not have sufficient STIP funds available for the project for several years. In order to move forward with the purchase in advance of the STIP funds being released, the RTC must use alternate funds and secure an AB3090 Reimbursement commitment from the CTC.

At its March 3, 2005 meeting, the RTC passed a resolution (Attachment 3) authorizing the Executive Director to request a \$10 million reimbursable grant from the Coastal Conservancy to be repaid when STIP funds become available through an AB3090 reimbursement. Recognizing the potential that the rail line acquisition will have for expanding the trails system along the California coast line, the California Coastal Conservancy staff is interested in providing this bridge financing.

DISCUSSION

Coastal Conservancy staff has indicated that they cannot continue to reserve \$10 million for this project without their board's approval. In order to ensure that the funds are not programmed to other projects, the Coastal Conservancy is scheduled to consider the reimbursable grant request from the RTC at its December 8, 2005 meeting.

Before the Coastal Conservancy board will consider the \$10 million reimbursable grant and the CTC will approve the AB3090 reimbursement, the RTC must agree to certain terms set forth by the Coastal Conservancy and state statutes. Specifically, the RTC must agree to the repayment terms and restrictive covenants outlined in Attachments 1 and 2. These elements of the Coastal Conservancy Reimbursable Grant Agreement were developed over several months of negotiation, in consultation with the Rail Acquisition Task Force (RATF).

Payback of the Reimbursable Grant

CTC staff has indicated its commitment to program the \$10 million in STIP funds for the Santa Cruz Branch Rail Line Acquisition project as an AB3090 reimbursement in FY10/11, which would allow the RTC to repay the Coastal Conservancy reimbursable grant immediately upon receipt of those funds from the state. In the unlikely event that the CTC is unable to release the AB3090 reimbursement funds by FY10/11, the Coastal Conservancy is requiring the RTC to commit to repay \$1 million of the grant each year beginning in FY 10/11. Additionally, in order to meet state statutes surrounding AB3090 reimbursements which require assurance that STIP funds are not being used as collateral for repayment of loans, Caltrans and the CTC are requiring that the RTC identify an alternate source of funds which would be used to repay the Coastal Conservancy if the AB3090 reimbursement did not happen. Due to limitations with all other RTC-discretionary funding programs, only Regional Surface Transportation Program Exchange (RSTPX) funds could be used for this purpose.

Notably, it is highly unlikely that the RTC would actually have to use the RSTPX funds to repay the reimbursable grant:

- By statute, the CTC is obligated to make AB3090 reimbursements prior to releasing funds to any other STIP projects in the state. As such, the RTC should be able to repay the Coastal Conservancy in full in FY10/11, making it very unlikely that the RTC would actually have to make \$1 million/year payments from RSTPX funds.
- Based on Caltrans' fund estimate for the 2006 STIP, the CTC is eager to program and allocate funds to Public Transportation Account (PTA) - eligible projects in the STIP. Since this project is eligible for Public Transportation Account (PTA) funds, the CTC may even allocate the AB3090 reimbursement prior to FY10/11. Based on the adopted 2006 STIP Fund Estimate, PTA funds account for approximately \$300 million per year (over 70%) of new programming capacity.

Even in the unlikely event that the RTC does have to pay \$1 million/year from RSTPX until the CTC allocates the \$10 million AB3090 reimbursement, this is unlikely to have any effect on other local projects:

- Even after designating RSTPX funds to specific projects each year, due to project delays, there is typically a balance of \$2 to \$4 million in the RSTPX account at any given moment. Therefore, if there is only a one to three-year delay in the release of the STIP funds, there should be little or no impact on local projects to which these funds have been programmed.
- In order to ensure no net loss in RSTPX funds for other projects, once the AB3090 STIP reimbursement is received, any RSTPX funds used to repay the loan would be replenished by these STIP funds.
- SCCRTC usually receives \$2-3 million/year in STP Exchange funds, leaving a significant amount of funding for other projects.

Staff did research alternatives to the Coastal Conservancy reimbursable grant that might be available to advance the STIP funds, but they were expensive and came with different restrictions:

- Bonds, private loans, and other financing options each require immediate interest (and typically principal) payments, which would result in spending more than the \$10 million in the end. Additionally, the RTC has no funding source that can be used to make interest payments except RSTP exchange (RSTPX).
- Even if payments can be deferred 5 years on a private loan, the interest rate is considerably higher. Starting to pay back immediately would be difficult.

The Coastal Conservancy has demonstrated marked flexibility regarding repayment of the grant. Initially, the proposal was full payback in FY08/09. The Coastal Conservancy staff's willingness to now consider only partial payback starting in FY10/11, if necessary, demonstrates this flexibility. Additionally, no other public agencies have indicated an interest or ability to loan the funds to the RTC, especially since most other public agencies are suffering their own funding shortfalls.

Attachment 1 is payback language reviewed and negotiated by the RATF, RTC's rail acquisition consultant, and Caltrans, RTC and Coastal Conservancy staff. **The RATF and staff recommend that the Commission approve the payback language (Attachment 1), which commits the Commission to annual repayments of \$1 million starting in FY10/11 in the event that the AB3090 reimbursement is delayed, and program future RSTPX funds in the RTIP to make these payments, with the caveat that the Commission commits to replenishing the RSTPX program with the AB3090 funds once they are received and contingent on CTC approval of an AB3090 reimbursement designation for the Santa Cruz Branch Rail Line Acquisition project.**

Restrictive Covenants

Since the Coastal Conservancy's primary interest in assisting the RTC with the purchase of the Santa Cruz Branch Rail Line is its future use as the Coastal Rail Trail, the Coastal Conservancy has stated that it is only willing to approve the Reimbursable Grant if the RTC agrees to certain Restrictive Covenants. The RATF, the RTC's rail acquisition consultant, County Counsel, RTC staff and Coastal Conservancy staff reviewed and negotiated the restrictive covenants language on Attachment 2. Though it is preferable that there be no restrictions placed on the RTC for future uses of the rail line, given that the RTC has already committed federal funds to the Coastal Rail Trail project (Transportation Enhancement Activity (TE) and Regional Surface Transportation Program (RSTP)), and inclusion of the project in the *Regional Transportation Plan* and other planning documents, **the RATF and staff recommend that the RTC approve the Declaration of Restrictive Covenants (Attachment 2)**.

Coastal Conservancy Approval

The \$10 million for a Coastal Conservancy reimbursable grant for the Santa Cruz Branch Rail Line Acquisition project has been set aside by the Coastal Conservancy staff. Approval of the attached payback language and restrictive covenants language will allow Coastal Conservancy staff to go to their Board for approval to use the funds for a reimbursable grant for this project and ensure that the funds are not programmed to any other project.

Grant Agreement

After the Coastal Conservancy board takes action to approve the reimbursable grant, the SCCRTC will have to sign a grant agreement with the Coastal Conservancy. The payback language and restrictive covenants language included in Attachments 1 and 2 will be incorporated into the final Agreement. Prior to signing the grant agreement, Coastal Conservancy staff will need to review the appraisals and the Phase II Environmental Site Assessment and the RTC will have to have secured an AB3090 designation in the STIP from the California Transportation Commission.

SUMMARY

In order to be able to purchase the Santa Cruz Branch Rail line in advance of the CTC releasing the \$10 million in STIP funds programmed to the project, staff recommends and the RATF recommend that the Commission agree to repayment and restrictive covenants language required by the Conservancy.

Attachment 1: Repayment Language
Attachment 2 Restrictive Covenants Language
Attachment 3: March 3, 2005 RTC Resolution

Attachment 1

Coastal Conservancy Reimbursable Grant Agreement - Payback Language

The grantee shall repay the Conservancy the \$10 million principal amount of the grant funds provided to the grantee pursuant to this agreement (the “grant funds”) in accordance with the following provisions.

No interest shall be charged on the grant funds. The repayment of the grant funds will commence in Fiscal Year 2010/11 (July 1, 2010 through June 30, 2011, hereafter “FY 2010/11”), or sooner depending upon the availability of funds, as set forth below.

The parties acknowledge that, as of the date first above written, grantee’s funding for the acquisition of the Santa Cruz Branch Rail Line consists of the grant funds and Proposition 116 and federal demonstration funds in the total amount of \$22,490,250 (the “initial acquisition funds”). If and when the grantee receives state and federal transportation funds that are in addition to the initial acquisition funds and are designated for the acquisition of the Santa Cruz Branch Rail Line (the “additional acquisition funds”), the grantee promptly shall repay the grant funds, to the full extent of the additional acquisition funds, whether the additional acquisition funds are received during, before or after FY2010/11. The Coastal Conservancy agrees not to assert any claims to the California Transportation Commission (CTC) for any funds.

In the event that the additional acquisition funds in the full amount of the grant funds are not available in or before FY 2010/11, then the grantee shall make annual payments to the Conservancy in the amount of at least \$1 million on or before the end of each fiscal year, commencing with a payment in FY 2010/11, no later than June 30, 2011. The annual payments of at least \$1 million shall continue until such time that the \$10 million principal amount of the grant funds is paid in full. In order to ensure that sufficient funds are reserved for the purpose of making these annual payments to the Conservancy, SCCRTC shall program, in advance, the necessary funds for the annual payments within its Regional Transportation Improvement Program (RTIP).

Recording Requested By And
When Recorded Mail To:

ATTACHMENT 2

State Coastal Conservancy
1330 Broadway, 11th Floor
Oakland, CA 94612-2530
Attn: Staff Counsel (JJ)

EXEMPT FROM RECORDING FEES -- GOV. CODE SECTION 6103

DECLARATION OF RESTRICTIVE COVENANTS

Santa Cruz Rail Branch Line Property, Santa Cruz County

This Declaration of Restrictive Covenants is made this ____ day of _____, 2005, by the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION (“**SCCRTC**”), a _____, for the benefit of STATE COASTAL CONSERVANCY (“**Conservancy**”), an agency of the State of California, and is made with specific reference to the following facts.

Recitals

WHEREAS, SCCRTC, is the owner of certain real property commonly known as the “Santa Cruz Rail Branch Line Property” and described in Exhibit A, attached hereto and incorporated by reference (referred to herein as “**the Property**”).

WHEREAS, the Property consists of approximately 32 miles of railroad right-of-way of varying width (50-350 feet) from Davenport, California to Watsonville, California.

WHEREAS, as of the date of recordation of this Declaration, the Property is improved with a single main railroad track extending the entire length of the right-of-way and with siding tracks, signals, spurs, and other railroad improvements (collectively, the “**existing railroad tracks**”).

WHEREAS, SCCRTC received a reimbursable grant from the Conservancy (the “**Grant**”) to be used by SCCRTC to acquire the Property pursuant to the terms and conditions of that certain Grant Agreement No. _____ (the “**Grant Agreement**”).

WHEREAS, the Grant Agreement provides that SCCRTC, as a condition to the Grant, record certain covenants and restrictions against the Property to ensure that a portion of the Property will be preserved for future use as a public bicycle and pedestrian trail.

WHEREAS, SCCRTC now desires to satisfy the requirements of the Grant Agreement by

recording this Declaration against the Property.

Declarations

NOW THEREFORE, SCCRTC hereby declares the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following restrictions:

1. Term: The obligations of this agreement are agreed to be covenants running with the land within the meaning of California Civil Code § 1468. The covenants shall run with the Property and be binding upon and inure to the benefit of SCCRTC, its assigns and successors in interest, and the Conservancy and any successor public agency.
2. Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect, unless the exclusion of such covenant would result in such a material change so as to cause the remainder of the covenants herein to be unreasonable.
3. Restrictive Covenants:
 - a. The Property was acquired by SCCRTC pursuant to the Grant from the Conservancy, together with other funds, for the purpose, in part, of preserving a portion of the Property for future development and use for public access and recreation as a bicycle and pedestrian trail (the “**trail**”) along as much of the length of the Property as possible, except where it is not reasonably feasible to do so, as specified in subsection b of this Section 3, below. No use of the Property inconsistent with that purpose is permitted; provided that use of the Property for freight rail or passenger rail purposes on the existing railroad tracks shall not be deemed an inconsistent use.
 - b. The exact location, placement and extent of the area on the Property to be preserved by SCCRTC for future development and use for the trail (the “**Protected Area**”) is not currently known and will be determined under a separate planning process by the SCCRTC. However, the Protected Area shall conform generally with the following:
 - i. The Protected Area shall consist of a strip of land extending along the length of the Property, except those segments where the placement of the trail on the Property is not reasonably feasible. Any determination that placement of the trail on the Property is not reasonably feasible shall be based on one or more of the following:
 1. The cost of improvements needed to accommodate a trail along a segment of the Property is prohibitive, because of the peculiar physical, geographic or topographic constraints existing on that

segment of the Property.

2. The width of the Property is insufficient to locate a segment of the trail within a safe distance from the existing railroad tracks.
 3. The width of the Property is insufficient to locate a segment of the trail within a safe distance from the existing railroad tracks because of the anticipated need for additional improvements on the Property, reasonable in scale and extent, to accommodate future uses of the Property for rail service on the existing railroad tracks. Such additional improvements may include, without limitation, siding tracks, turnouts, signal facilities, catenary poles, rail stations, and other transportation-related improvements.
 4. The development of a segment of the trail on the Property would be redundant, because of the existence of another nearby Class 1 pedestrian and bicycle trail that is permanently dedicated and open to the public for use as a trail and that can be directly linked to the trail on the Property.
 5. Negative environmental effects are identified in the course of the planning process referenced above and these effects cannot be avoided or reduced to less than significant effects through reasonable, feasible changes in the trail design or through imposition of reasonable mitigation measures.
- ii. The Protected Area shall not encompass any portion of the Property on which the existing railroad tracks are located, but may be within a safe distance from the existing railroad tracks.
 - iii. The Protected Area may be used for purposes other than the trail, so long as the other purposes do not prevent the development and use of the Protected Area for the trail.
- c. The planning, design and development of the trail shall be left to the sole discretion of SCCRTC, provided, however, that the planning, design or development shall be consistent with the terms of this Declaration. SCCRTC shall consult with the Conservancy throughout any process by which it may plan, design or develop the trail.
 - d. SCCRTC shall in good faith endeavor to undertake the planning, design and development of the trail, and open the trail to public use, as soon as reasonably practical, subject to availability of funding, taking into account other SCCRTC public transportation priorities and projects.
 - e. Following the date of recordation of this Declaration, the Conservancy, or

another person or entity, may offer SCCRTC grant funding for the planning, design, development, construction, management or operation of the trail. Provided that the grant funding (i) is non-reimbursable, (ii) is offered on terms that are reasonable, and (iii) permits SCCRTC the discretion to determine the design of the trail and to place reasonable, non-discriminatory restrictions on the public use of the trail, SCCRTC shall not reject such funding, except for bonafide reasons that are not inconsistent with the terms of this Declaration.

- f. The Conservancy shall be permitted access to the Property for the purpose of inspecting the Property for compliance with the provisions of this Declaration upon 24-hour prior notice to SCCRTC.
- g. Any transfer or conveyance of the Property, or transfer or conveyance of any portion of, or title, interest, or right in, the Property, shall be subject to the prior written approval of the Executive Officer of the Conservancy, or its successor, provided that the Conservancy shall, within 60 calendar days following receipt of the proposed terms and conditions of such transfer, either approve the transfer or advise SCCRTC in writing of the basis of disapproval. The bases for the Conservancy's approval shall be limited to preserving compliance with the provisions of Section 3, and the Conservancy's approval shall not be unreasonably withheld or conditioned.

Notwithstanding the foregoing, the approval of the Conservancy shall not be required for the transfer of any portion of the Property provided that either:

- (i) The transferee is a public entity, or non profit corporation whose primary purposes include the development and operation of public access, including pedestrian and bike trails (an **“Approved Operator”**); or
- (ii) The Protected Area has been identified pursuant to Section 4(a) of this Declaration and the SCCRTC reserves an easement for the trail over the Protected Area for itself or any Approved Operator for the purpose of complying with the provisions of this Declaration.

The Property, or any portion of the Property, or right, title, or interest in the Property, that is transferred, conveyed or retained in connection with a transfer or conveyance, shall remain subject to all provisions of this Declaration, except to the extent that a portion of the Property has been released from the operation of this Declaration pursuant to Section 4 of this Agreement.

SCCRTC shall under any circumstance provide the Conservancy with at least 60 calendar days advance notice of any proposed transfer.

4. Identification of Protected Area; Release of Portions of the Property:

- a. If SCCRTC identifies the specific location of the Protected Area pursuant to the planning process referenced in Section 3.b, above, the parties shall execute and record an amendment to this Declaration identifying the Protected Area and releasing the remaining portions of the Property from the operation of this Declaration.
 - b. In addition to the release provisions of Section 4.a, SCCRTC may at any time request the release of certain portions of the Property from the operation of this Declaration. The Conservancy shall cooperate with SCCRTC in executing and recording the requested release, subject to the following conditions:
 - i. If the SCCRTC has not yet recorded an amendment to this Declaration identifying the Protected Area pursuant to Section 4.a, SCCRTC must reasonably demonstrate: (A) that the request to release said portion of the Property will not prevent development of the trail on the Property in the vicinity of the released portion and will maintain the continuity of the trail, unless Subsection 4.b.ii applies; or (B) that the placement of the trail in the vicinity of the released portion is not reasonably feasible.
 - ii. If releasing the requested portion of the Property from the operation of this Declaration would prevent the development of the trail on the Property in the vicinity of the released portion (regardless of whether SCCRTC has recorded an amendment to this Declaration identifying the Protected Area pursuant to Section 4.a), SCCRTC must reasonably demonstrate both of the following:
 - A. The Protected Area can be directly linked to another nearby Class 1 pedestrian and bicycle trail, in a manner that maintains the continuity of the trail.
 - B. The nearby trail and the connection between it and the Protected Area are permanently dedicated and open to the public for use as a trail.
5. Remedies: If any of the provisions of Section 3, above, are violated, the Conservancy shall have the right to pursue all legal and equitable remedies to enforce the covenants herein.
 6. Inspection and Notice of Violation: The Conservancy shall have the right, on reasonable advance written notice to SCCRTC, to enter the Property for purposes of inspecting for compliance with the terms and conditions of this Declaration. SCCRTC may place reasonable restrictions on entry. Prior to pursuing any legal or equitable remedy, the Conservancy shall provide to SCCRTC a notice of violation,

which shall specify the violation and provide SCCRTC with a 30-day period to abate the violation prior to the institution of any legal action.

7. Forbearance: Any forbearance by the Conservancy to exercise its right to pursue legal or equitable remedies under this Declaration in the event of any violation of the provisions of Section 3 shall not be deemed or construed to be a waiver by the Conservancy of such provision or of any subsequent violation of the same or any other provision of this Declaration or of any of the Conservancy's rights under this Declaration. No delay or omission by the Conservancy in the exercise of any right or remedy under this Declaration shall impair such right or remedy or be construed as a waiver.
8. Notices: Any notices, requests, approvals or communications required by or made pursuant to this Declaration shall be in writing and shall be personally delivered or sent by first class mail, to the following addresses, unless a party has been notified by the other of a change of address.

To the Conservancy:

State Coastal Conservancy
1330 Broadway, 11th Floor
Oakland, CA 94612
Attn: Executive Officer

To SCCRTC:

9. Effective Date: This Declaration, executed as of the date hereof, shall take effect only upon, from and after its recording in the Office of the County Recorder of Santa Cruz County, California.
10. Governing Law: This Declaration shall be governed by and construed in accordance with the laws of the State of California.
11. Termination of Declaration. Repayment of the Grant without interest, pursuant to the terms of the Grant Agreement, shall not give SCCRTC the right to terminate this Declaration. Notwithstanding the foregoing, SCCRTC may elect, at its sole discretion, to terminate this Declaration upon repayment of the entire Grant to the Conservancy, together with interest at a rate equal to the average BMA Municipal Index over the period during which Grant funds were outstanding and unpaid. As used in this Section, the term "BMA Municipal Index" means the Bond Market Association Municipal Swap Index produced by Municipal Market Data, Inc., or its successor, or as otherwise designated by the Bond Market Association; provided,

however, that if such index is no longer produced by Municipal Market Data, Inc., or its successor, then “BMA Municipal Index” means such other reasonably comparable index selected by SCCRTC. If SCCRTC elects to terminate this Declaration pursuant to this Section, the Conservancy shall cooperate in executing and recording a written instrument effecting such termination.

IN WITNESS WHEREOF, the undersigned executes this Declaration on the date first set forth above.

SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION

By: _____

Its: Executive Director

Acknowledgement

State of _____)
) ss.
County of _____)

On this _____ day of _____, 2005, before me a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public

My commission expires _____

EXHIBIT A

Legal Description of the Property

Land situated in the County of Santa Cruz and described as follows:

Exhibit A (cont.)

Attachment 3

RESOLUTION NO. 36-05

Adopted by the Santa Cruz County Regional Transportation
Commission

on the date of March 3, 2005

on the motion of Commissioner Stone
duly seconded by Commissioner Wormhoudt

A RESOLUTION APPROVING A REQUEST FOR A \$10 MILLION REIMBURSABLE
GRANT TO THE COASTAL CONSERVANCY FOR ACQUISITION OF THE SANTA
CRUZ BRANCH RAIL LINE RIGHT-OF-WAY

WHEREAS, the Santa Cruz County Regional Transportation
Commission is a Regional Transportation Planning Agency as
authorized by California Government Codes 67940 and 67941;

WHEREAS, in 1999 the Commission decided to acquire the Santa
Cruz Branch Rail Line right-of-way for future transportation
purposes including a bicycle and pedestrian path alongside the
existing tracks;

WHEREAS, the Commission and the CTC have programmed
\$10,000,000 in regional STIP funds to the Santa Cruz Branch Rail
Line Right-of-Way Acquisition Project in FY08/09;

WHEREAS, the Commission has negotiated closing on the Santa
Cruz Branch Rail Line Right-of-Way Acquisition on September 23,
2005;

WHEREAS, the Commission has no other funding available to
advance this project;

WHEREAS, the Commission expects to obtain an AB3090
designation and reimbursement from the California Transportation
Commission for the Santa Cruz Branch Rail Line Acquisition
project;

WHEREAS, the Legislature has established the State Coastal
Conservancy (pursuant to Public Resources Code 31000 et seq.) and
authorized it to award grants to provide public access to and
along the state's coastline and around San Francisco Bay, and to
undertake other activities to improve coastal habitats and
watersheds;


WHEREAS, the grants are awarded pursuant to guidelines
established by the Coastal Conservancy for determination of
project eligibility for funds; and

WHEREAS, the procedures established by the Coastal
Conservancy require the applicant to certify by resolution
approval of the application prior to consideration of this
project proposal by the Conservancy;

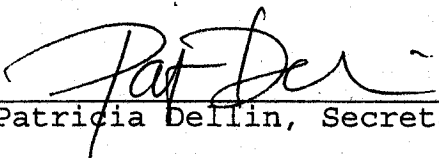
BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:

The Executive Director is authorized to request a \$10 million reimbursable grant from the Coastal Conservancy for acquisition of the Santa Cruz Branch Rail Line right-of-way.

- AYES: COMMISSIONERS Beautz, Bustichi, Johnson, Koch, Norton, Pirie, Quintanilla, Reilly, Spence, Stone, Tavantzis, Wormhoudt
- NOES: COMMISSIONERS
- ABSTAIN: COMMISSIONERS
- ABSENT: COMMISSIONERS



Ellen Pirie, Chair

ATTEST:


Patricia Dellin, Secretary

Distribution: AMBAG
Caltrans Programming
Coastal Conservancy
California Transportation Commission (CTC)

6.18