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Office of Proceedings
June 7, 2022
Part of
Public Record

For filing: 7 June 2022

E-Filing

Ms. Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

Re: STB Docket 1313
Great Redwood Trail Agency, formerly named North Coast
Railroad Authority (an agency of the State of California) –
Adverse Discontinuance of Lease and Operating Authority –
Northwestern Pacific Railway Co., in Humboldt, Trinity and
Mendocino Counties, CA

Dear Ms. Brown:

Great Redwood Trail Agency (“GRTA”), formerly named North Coast Railroad Authority (“NCRA”) (hereinafter referred to as “Applicant”), provides herewith Applicant’s Application for Adverse Discontinuance of Lease and Operating Authorities held by defunct Northwestern Pacific Railway Co. in Humboldt, Trinity and Mendocino Counties. Applicant also provides herewith a Renewal of Applicant’s Petition for Fee Waiver.

By my signature below, I certify service upon all parties listed in the Board’s docket list for this docket as of June 6 and specified in this Board’s decision in this proceeding served March 4, 2022, per the certificate of service attached to the Application.

FILED
June 7, 2022
SURFACE
TRANSPORTATION BOARD

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FEE RECEIVED
June 7, 2022
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Thank you for your assistance in this matter.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Charles H. Montange". The signature is fluid and cursive, with the first name "Charles" being the most prominent part.

Charles H. Montange
for Applicant

Att: Application, Renewal

cc (w/att.) all parties per STB docket list and per March 4 Decision
Elizabeth Coleman, Esq. (for Applicant) (by email)

BEFORE THE SURFACE TRANSPORTATION BOARD

STB DOCKET NO. AB 1313

The Great Redwood Trail Agency
(formerly North Coast Railroad Authority)
(An Agency of the State of California)

-- Adverse Discontinuance of Lease and Operating Authority—
Northwestern Pacific Railway Co.,
In Humboldt, Trinity and Mendocino Counties, Ca

APPLICATION FOR ADVERSE DISCONTINUANCE
OF LEASE/OPERATING AUTHORITY

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Great Redwood Trail Agency,
(previously named North Coast
Railroad Authority, an agency of the
State of California)

For filing: 7 June 2022

The Great Redwood Trail Agency (“GRTA”), formerly named North Coast Railroad Authority (“NCRA”), hereinafter referred to as “Applicant,”¹ is an agency of the State of California, and by this Application requests that the Surface Transportation Board (“STB” or “Board”) exercise its authority under 49 U.S.C. 10903 to terminate Northwestern Pacific Railway’s (“NWPY’s”) lease/operating authority on an Applicant-owned rail line extending from Milepost 142.5 (Outlet Station) to end of line and all branches, inclusive of the Samoa Branch, Korblex Branch, and Carlotta Branch.²

I. Background

¹ As Applicant has previously advised the Board (NCRA comment and notice filed Feb. 22, 2022 in AB 1313), the California Legislature through Senate Bill 69 renamed NCRA as GRTA, effective March 1, 2022. See https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB69 (copy of state legislation). Enactment of Senate Bill 69 is germane to AB 1313 because it amounts to affirmation by the California Legislature (and Governor) of the determination of the California Transportation Commission that Applicant’s line north of Willits is no longer appropriate, or needed, for rail service and instead should be a railbanked trail. In order to accommodate the determination by the Legislature, Governor, and California Transportation Commission, Applicant is pursuing this adverse discontinuance application against the defunct NWPY over the line north of Willits.

² Applicant until 2021 had ownership and common carrier responsibility for a more extensive system including property and/or freight operating rights in Sonoma, Marin and Napa Counties. However, this Board authorized Sonoma-Marine Area Rail Transit District (“SMART”) to acquire all Applicant’s rail lines and obligations south of the Mendocino/Sonoma County border (MP 89) in SMART – Acquisition and Operation Exemption – North Coast Railroad Authority, F.D. 36481, served Feb. 18, 2021. Applicant’s line is accordingly now limited to MP 89 north to end of line and branches in Humboldt County, CA.

1. Extent of NWPY operating and lease authority. NWPY’s operating and lease authority currently remains extant only from Milepost 142.5 north to the end of the Samoa, Korblex and Carlotta Branches.

In 2001, the Board granted NWPY a Notice of Exemption to lease from Applicant and to operate what the Board described as five “segments” of lines owned by Applicant pursuant to 49 C.F.R. 1150.31.³ According to the Board, these segments included what the 2001 Decision termed the “Eureka Branch” [from MP 142.5 (Outlet Station) north], as well as four segments south of MP 142.5.⁴ Under a change of operator exemption, NWPY’s rights on the four

³ Northwestern Pacific Railway Co., LLC – Lease and Operation Exemption – North Coast Railroad Authority, F.D. 33998, served Feb. 6, 2001 (“2001 Decision”) (this grant of authority did not include any authority in connection with the “Annie and Mary” segment from Korblex to Korbel).

⁴ The Board in its decision described the four segments as the Willits Segment, the Healdsburg Segment, the Novato Segment, and the Lombard Segment. F.D. 33998, *supra*, slip op. at 2. While Applicant does not dispute that NWPY obtained a lease exemption to lease and to operate over Applicant’s rail line, Applicant does note that NWPY used different terminology and endpoints than employed in the authorities granted by STB (and its predecessor) to Applicant. For example, the Interstate Commerce Commission (ICC) granted Applicant authority to acquire the Eureka Southern Railroad, described as MP 142.5 near Outlet to MP 284.1 near Eureka, “including the appurtenant branch lines” including the “Samoa Branch,” defined as MP 292.84 near Arcata to MP 300.5 near Samoa. North Coast Railroad Authority – Acq. and Operation Exemption – Eureka Southern Railroad, F.D. 32052, slip at 1, decided April 20, 1992 [1992 WL 80295, ICC]. NWPY characterized the “Eureka Segment” as encompassing MP 142.5 to MP 302.86 (near Fairhaven), rather than the descriptions and mileposts used by Applicant. This Board has determined that Applicant’s Samoa Branch terminated at MP 300.5 in North Coast Railroad Authority – Abandonment Exemption – in Mendocino, Trinity and Humboldt Counties, AB 1305X, served May 17, 2022, slip at 6-7.

segments south of Milepost 142.5 were transferred to Northwestern Pacific Railroad Company (“NWPCo”) in 2007.⁵ This extinguished NWPY’s rights on the four segments south of MP 142.5. NWPCo in 2021 discontinued all operating rights which it obtained over the four segments.⁶

NWPY never provided service north of MP 142.5. As this Board has previously determined,⁷ NWPY never provided any service over Applicant’s lines north of MP 142.5 (i.e., over any portion of the segment described in this Board’s 2001 Decision as the Eureka Branch), nor could it, since the lines were subject to an emergency embargo imposed by the Federal Railroad Administration (“FRA”) in 1998.⁸ Although FRA lifted its embargo over

Although trackage beyond MP 300.5 was ancillary track, Applicant judges it appropriate to seek discontinuance of all lease authority previously obtained by NWPY in F.D. 33998.

⁵ Northwestern Pacific Railroad Company – Change in Operators Exemption – North Coast Railroad Authority, et al., F.D. 35073, served August 24, 2007.

⁶ This Board authorized NWPCo to discontinue all operating authority from MP 89 (approximate Mendocino/Sonoma County border) south in Northwestern Pacific Railroad Company – Discontinuance of Service Exemption -- in Marin, Napa, and Sonoma Counties, AB 1310X, served June 11, 2021. This Board subsequently authorized NWPCo to discontinue all its operating authority from MP 89 to MP 142.5 (Outlet Station) in Northwestern Pacific Railroad Company – Discontinuance of Service Exemption – in Mendocino County, CA, AB 1310 (Sub-No. 1 X), served August 2, 2021.

⁷ Northwestern Pacific Railway Co. – Change in Operators Exemption – NCRA, et al., F.D. 35073, served Sept. 7, 2007, slip op. at 2; id., served Feb. 1, 2008, slip at 1.

⁸ See 63 Fed. Reg. 67976 (Dec. 9, 1998) (emergency order no. 21; notice no.1).

approximately 40 miles of line (extreme southeastern segment) in 2001⁹ thus allowing limited NWPY operations on that portion of the line for a few months in 2001, NWPY announced cessation of service effective Sept. 17, 2001, evidently due to disputes over payment for rehabilitation and maintenance expenses and low operating revenues. In the terse words of FRA, NWPY “ceased operations in September 2001.” 76 Fed. Reg. 27171 (May 10, 2011). NWPY never provided any other rail service on the Applicant’s line.¹⁰ Insofar as relevant here, NWPY never operated and never could operate due to the embargo on the track in question.

NWPY’s lease with the Applicant was terminated in 2005, the entity is administratively dissolved, and its principal is deceased. After NWPY ceased all operations in or about September 2001, the Applicant and NWPY entered into a

⁹ In particular, on February 1, 2001, FRA lifted emergency order No. 21 [per notice no. 3, see 66 Fed. Reg. 9625 (Feb. 8, 2001)], for approximately 40.8 miles of track owned by Northwestern Pacific Railroad Authority (NWPRA), which was a joint powers entity comprised of Golden Gate Bridge, Highway and Transportation District (“Golden Gate”), Marin County, and NCRA, between Lombard/Napa Junction (MP 63.4) and MP 43 (Petaluma).

¹⁰ In May 2011, FRA lifted emergency order No. 21 on a total of 61.1 miles of track (by that time owned by SMART), all of which is south of a point designated MP 62.9 near Windsor, CA. 76 Fed. Reg. 27171 (May 10, 2011) (emergency order no. 21, notice no. 4). Emergency order 21 remains in effect for all SMART-owned and Applicant-owned trackage north of MP 62.9, except for approximately 1.5 miles at Willits to accommodate California Western, now Mendocino Railway, in the operation of a tourist excursion train. Due to washouts on the Mendocino Railway line, the tourist train (d/b/a Skunk) no longer provides through service between Willits and Fort Bragg.

“Standstill Agreement” dated July 17, 2002, summarized as follows: the parties agreed (a) to forbear exercising remedies under their lease,¹¹ but (b) to terminate the Operating Agreement no later than June 30, 2003,¹² in the absence of a reopening plan approved by Applicant; and (c) to sever financial claims from restoration of service issues and to submit any remaining financial claims (in the absence of resolution through a reopening plan) to arbitration.¹³ In the event of termination of the operating agreement under the Standstill Agreement, the Standstill Agreement required NWPY “forthwith at the demand of NCRA [to file] all necessary documents to terminate [NWPY’s] common carrier privilege and liability” in favor of NCRA or NCRA’s nominee.¹⁴

The time period for NWPY to submit a plan to restore service to the NCRA board was extended multiple times. The Sixth Extension and Restatement of Standstill Agreement, dated June 23, 2005, provided that if the NCRA board had not approved a plan to restore service by October 31, 2005, the operating agreement “shall be terminated for all purposes” on that date.¹⁵ The Sixth

¹¹ Standstill Agreement para 1.

¹² Standstill Agreement para 3 (Dec. 31, 2002 termination) & para. 3 (period extended no later than June 30, 2003 if reopening plan not approved), set forth in Appendix A to Exhibit A (Stogner Verified Statement).

¹³ Standstill Agreement para 6.

¹⁴ Standstill Agreement para 4.

¹⁵ Sixth Extension para 2 (also set forth in Appendix A to Exhibit A – Stogner V.S. The Sixth Extension is also attached to the Christopher Neary Verified

Extension reiterated NWPY's obligation to file documents at NCRA's request to terminate NWPY's common carrier obligation.¹⁶ The Sixth Extension also authorized NWPY to record quitclaim deeds terminating NWPY's lease.

NWPY did not submit a reopening plan, much less obtain an approval. As confirmed by Exhibits A and B (Verified Statements by Mitch Stogner, Executive Director of Applicant at all pertinent times, and Christopher Neary, General Counsel for Applicant at all pertinent times), NWPY's lease terminated on October 31, 2005, pursuant to the Sixth Extension to the Standstill Agreement.¹⁷ NWPY thus has no state-law interest in any part of the line and has not had an interest since October 31, 2005. Moreover, NWPY's business status is listed as "forfeited" by the California Secretary of State.¹⁸ Mr. John Darling, NWPY's long time principal, was NWPY's last stated agent for service of process listed with the Office of the California Secretary of State. Mr. Darling passed away on June 27, 2010.¹⁹

In the meantime, NCRA sought proposals for a new lessee and ultimately negotiated a lease and operating agreement for the line with Northwestern Pacific

Statement (Exhibit B).

¹⁶ Id.

¹⁷ Exhibit A (Stogner V.S.) at para 5; Exhibit B (Neary V.S. at paras 2 & 3).

¹⁸ See Appendix D to Exhibit A (CA SOS statement of forfeiture).

¹⁹ <https://www.legacy.com/obituaries/elgin-courier-news/obituary.aspx?n=john-albert-darling&pid=143894313>.

Railroad Company (“NWPCo”). Although the lease agreement effectively encompassed all of NCRA’s line,²⁰ NWPCo sought, and STB authorized, a change in operators only for NCRA’s line from Outlet Station (MP 142.5) south. See Northwestern Pacific Railroad Company – Change in Operators Exemption – North Coast Railroad Authority, Sonoma-Marin Area Rail Transit District and Northwestern Pacific Railway Co., LLC, F.D. 35073, served August 24, 2007, as corrected served August 30, 2007.²¹ That left NWPY’s operating authority from MP 142.5 north still extant. Since NWPY no longer exists, it cannot discharge its contractual obligation pursuant to the Standstill Agreement executed with Applicant to file papers terminating its common carrier obligations with STB in respect to MP 142.5 north.

Summary of extant common carrier obligations. Because of the long history of this line, it seems prudent to summarize who holds common carrier obligations as

²⁰ See “Agreement for the Resurrection of Operations upon the Northwestern Pacific Railroad Line and Lease, North Coast Railroad Authority and Northwestern Pacific Railroad Authority, Sept. 6. 2006,” Parts V and VI (items I and J).

²¹ As required by the Standstill Agreement as extended, NWPY per its principal John Darling consented in writing to the change of operators in a statement filed by NWPCO with STB. See NWPCo. Notice of Exemption for Change of Operators filed August 9, 2007, Exhibit 1 (“Relinquishment”) in F.D. 35073. To end the story, Judge John Gallagher, retired, acting as arbitrator, rejected all remaining (i.e., financial) NWPY claims in “Statement of Decision of Arbitrator” dated April 23, 2009. See Appendix C (copy of decision) to Exhibit A (Stogner V.S.). In sum, NWPY’s lease/operating agreement terminated October 31, 2005, and NWPY lost all financial claims on April 23, 2009.

to what segments of line pursuant to Board (or ICC) authorizations. As between Applicant (NCRA/GRTA) and SMART, SMART now owns the rail line and holds all freight common carrier obligations south of MP 89 (Mendocino/Sonoma County line) pursuant to various STB authorizations. Applicant (pursuant to various STB and ICC authorizations) owns the property and holds a common carrier obligation from MP 89 at the Mendocino/Sonoma County line to end of the Samoa Branch at MP 300.5, and to the end of the Korblex and Carlotta branches, in Humboldt County.²² However, pursuant to STB's 2001 Decision, defunct NWPY continues to hold a lease/operating authority for MP 142.5 to the end of what NWPY termed the "Eureka Branch," which NWPY represented was M.P. 302.86 (near Fairhaven), and to the end of the Korblex and Carlotta Branches.

Ironically, were NWPY still in existence, it would be obligated to seek discontinuance authority from this agency pursuant to the Standstill Agreement as amended, rendering this adverse abandonment application unnecessary.

Lack of alternatives to terminate defunct NWPY's common carrier obligation. Because NWPY became defunct and its principal is dead, NWPY is unable either to provide rail service or to seek a voluntary discontinuance, which it otherwise would be eligible to do pursuant to a two-year out-of-

²² As previously noted, Applicant is seeking to abandon and to railbank its line north of MP 139.5 (Willits) in STB docket AB 1305X.

service exemption under 49 C.F.R. 1152.50, and contractually obligated to do under the Standstill Agreement as amended. This Board's Office of Public Affairs advised Applicant that an adverse discontinuance application was accordingly necessary to terminate defunct NWPY's common carrier obligations.

Applicant understands that an effective abandonment/railbanking authority is ordinarily contingent upon termination of lessee common carrier obligations over a line sought to be abandoned/railbanked but still subject to lease authority. Because Applicant intended to file for abandonment/railbanking authority for its lines north of MP 139.5 (Commercial Street in Willits), Applicant timely sought to initiate the adverse discontinuance process against NWPY's lease obligation. Before initiating a notice of exemption for an abandonment authorization for its own line from MP 139.5 north, Applicant accordingly by letter filed March 9, 2021, sought expeditious treatment for its Petition for Waiver (filed the same date) relating to certain regulatory and statutory requirements in order to permit the Applicant to pursue discontinuance of defunct NWPY's common carrier lease obligations north of MP 142.5. Generally, such waiver requests are granted within two months. However, in this case the Board "instituted" a proceeding on June 7, 2021,²³

²³ North Coast Railroad Authority – Adverse Discontinuance, AB 1313, served

and did not grant the requested waivers permitting this Adverse Application until a decision served March 4, 2022.²⁴

AB 1305X. Hopeful (at the time) that its petition for waiver would be timely granted, Applicant on May 14, 2021 filed a notice of exemption for abandonment of its lines north of MP 139.5 (Commercial Street in Willits), docketed as North Coast Railroad Authority – Abandonment Exemption – in Mendocino, Trinity and Humboldt Counties, CA, AB 1305X. Applicant explained in its AB 1305X filing that (in order to avoid stranded segment problems) it also sought abandonment (and railbanking) over the “Annie and Mary” segment from Korblex to Korbel if the Board still had jurisdiction over that segment. Referencing uncertain jurisdiction over the “Annie and Mary,” the Board placed AB 1305X in abeyance on June 9, 2021, to consider the issue.²⁵ The Board subsequently indicated it was concerned about a possible

June 7, 2021.

²⁴ North Coast Railroad Authority – Adverse Discontinuance, AB 1313, served March 4, 2022. In its decision served March 4, the Board at p.1 stated that “NCRA states that it owns a rail line extending from MP 142.5 at Outlet Station to the end of line at milepost 302.86, at Fairhaven, on the Samoa Branch” NCRA (i.e., Applicant) merely indicated that NWPY obtained (unconsummated and never used) lease authority purportedly extending to MP 302.86, which Applicant now wishes to discontinue. Applicant has simply acknowledged the authority NWPY requested and which STB authorized to NWPY in F.D. 33998 in 2001.

²⁵ North Coast Rail Authority – Aban. Ex., AB 1305X, served June 9, 2021. The Office of Environmental Analysis had issued an environmental assessment concluding no significant adverse effects on June 8, 2021, but on June 11, 2021, suspended all environmental proceedings. That stay was lifted in North Coast

stranded segment between MP 300.5 (end of Applicant's acquisition and operation authority) and MP 302.86 (end of NWPY lease/operation authority).²⁶ These issues have now been resolved (North Coast Railroad Authority, AB 1305X, supra, served May 17, 2022). Granting this Adverse Abandonment Application is fully consistent with the resolution manifest in the Board's relevant May 17, 2022 decision.

Waivers granted in March 4 decision. On March 4, 2022, the Board granted Applicant's unopposed petition for various waivers and exemptions in order to facilitate the filing of an adverse discontinuance application. In its March 4 decision, the Board specifically waived or exempted, either in whole or in part, the following statutes and Board regulations:

- System diagram map. 49 U.S.C. 10903(c)(2); 49 C.F.R. 1152.10-14 and 1152.22(a)(5);
- Line attributes. 49 C.F.R. 1142.22(b)-(e);
- Environmental and historic impacts. 49 C.F.R. 1152.20(c), 1105.7 and 1105.8;
- Notice of intent. 49 C.F.R. 1152.20(a)(1), 1152.20(a)(2) and 1152.20(b)(1);

Railroad Authority, AB 1305X, served May 17, 2022.

²⁶ North Coast Railroad Authority – Aban. Ex., AB 1305X, served August 26, 2021.

- Service of Application. 49 C.F.R. 1152.24(c);
- Posting at agency stations and terminals. 49 U.S.C. 10903(a)(3)(B); 49 C.F.R. 1152.20(a)(3);
- Newspaper publication. 49 C.F.R. 1152.20(a)(4) and 1152.21;
- Federal Register notice. 49 C.F.R. 1152.22(i);
- Labor protection notice text. 49 C.F.R. 1152.21 and 1152.22(i); and
- Offers of financial assistance. 49 U.S.C. 10904; 49 C.F.R. 1152.27.²⁷

Renewal of request for expeditious treatment. The entire line in question in AB 1305X and the entire line in question in AB 1313 have been shut down pursuant to FRA's emergency embargo since 1998. No segment of line in either proceeding has had any shippers since that date. The emergency embargo was due to unsafe track conditions including inter alia washouts, track slides, and other manifestations of the challenges imposed by the track's underlying unstable geology, troublesome alignment along the Eel River, mountainous terrain, remoteness, and inherent overwhelming costs for maintenance and rehabilitation. The California Legislature has determined that the State's asset at issue in AB 1313 and AB 1305X is better deployed as a railbanked trail. SB 69, supra. Federal transportation policies calling for reduction in regulatory barriers to exit (49 USC 10101(7)), as well as those

²⁷ March 4 Decision, *supra*, slip op. 3-7.

favoring expeditious handling and resolution of proceedings (id. (15)) are manifestly applicable.

For these and other compelling reasons, Applicant accordingly again requests expeditious treatment of its Application for Discontinuance of defunct NWPY's never-used lease authority over the segment of line in question.

II. Supporting Information

1. System Diagram Map. The Board has exempted Applicant's application from the system diagram map requirements set forth at 49 U.S.C. 10903(c)(2) and waived its system diagram map rules set forth at 49 C.F.R. 1152.10-14, 1152.22(a)(5), and 1152.24(e)(1).²⁸

2. Notice of intent. The Board provided in its March 4 waiver/exemption decision that the Board's regulations requiring filing of a pre-Application notice of intent (49 C.F.R. 1152.20(a)(1), 1152.20(a)(2), and 1152.20(b)(1)) would be satisfied if Applicant served its waiver/exemption petition on the following entities: California State Clearinghouse – Office of Planning and Research ("CSC"), California State Transportation Agency ("CalSTA"), and Northwestern Pacific Railroad Company (NWPCo). Applicant has complied with the Board's ruling by serving its waiver/exemption petition on CSC,

²⁸ March 4 waiver/exemption decision, slip op. at 3.

CalSTA, and NWPCo, as indicated in the certificate of service affixed to the petition as filed on March 9, 2021.²⁹

3. Newspaper publication. The Board provided in its March 4 waiver/exemption decision that the Board's form-of-newspaper publication requirements (49 C.F.R. 1150.20(a)(4) and 1152.21) would be satisfied if Applicant used the newspaper notice format appended to Applicant's waiver/exemption petition.

Applicant used the approved format (modified to acknowledge Applicant's change of name, and to include the projected date for filing this adverse application) and, as called for under the Board's regulations, the notice was published "at least once during each of the 3 consecutive weeks in a newspaper of general circulation in each county in which any part of the involved line is located." 49 C.F.R. 1152.20(e)(4). Proof of publication is set forth in Exhibit C.

4. 49 C.F.R. 1152.22(a) information.

(1) Exact name of applicant. Great Redwood Trail Agency [formerly North Coast Railroad Authority].

²⁹ NWPCo, formerly a connecting carrier (although the connection was subject to an FRA emergency embargo north of MP 62.9), has received discontinuance authority for the entirety of its system and has informed State that it has consummated that authority.

(2) Whether applicant is a common carrier by railroad subject to 49 U.S.C. Subtitle IV, chapter 105. Applicant is a common carrier by railroad subject to 49 U.S.C. Subtitle IV, chapter 105.

(3) Relief sought (abandonment or discontinuance of service). The relief sought in this proceeding is discontinuance of NWPY's common carrier lease and operating authority over the line of railroad from Milepost 142.5 (Outlet Station) to end of line and branches in Humboldt County, CA.

(4) Detailed map of the subject line on a sheet not larger than 8 x 10 ½ inches, drawn to scale, and with the scale shown thereon. The map must show, in clear relief, the exact location of the rail line ... over which service is to be discontinued and its relation to other rail lines in the area, highways, water routes and population centers. The detailed map is set forth in Exhibit D.

(5) System diagram map related information. The Board provided in its March 4 waiver/exemption decision that Applicant did not have to submit any information responsive to this portion of the regulation.

(6) Detailed statement of reasons for filing application. Applicant is the owner of the line, inclusive of branches by reason of this Board's grant of acquisition authority to NCRA for MP 142.5 (Outlet Station) to MP 284.1 (Eureka) and three branches, described as milepost 262.74, near Alton, CA, to milepost 267.72, near Carlotta, CA (the Carlotta Branch); milepost 284.1, near

Eureka, to milepost 295.57, near Korblex, CA (the Korblex Branch); and milepost 292.84, near Arcata, CA, to milepost 300.50, near Samoa, CA (the Samoa Branch).

See, e.g., North Coast Railroad Authority – Purchase Exemption – Southern Pacific Transp. Co., F.D. 32788, served March 8, 1996, slip op. at note 2.

Applicant is filing this Application because NWPY's lease of the line in question expired in 2005, and although NWPY never provided service over the line and is now defunct, NWPY's class exemption operating rights over the line remain in effect. Applicant seeks an order to adversely terminate NWPY's STB-authorized class exemption rights to provide service over the line. NWPY's operating authority is no longer needed or wanted because NWPY is defunct and never operated over the line in any event. Applicant continues to hold common carrier obligations over the line, but is seeking abandonment and railbanking authority in a proceeding docketed as AB 1305X. Termination of NWPY's never-used operating authority is appropriate in the circumstances.

(7) Name, title, and address of representative of applicant to whom correspondence should be sent. Correspondence should be sent to counsel for

Applicant in this proceeding:

Charles H. Montange
Law Offices of Charles H. Montange
426 NW 162nd St.
Seattle, WA 98177
(206) 546-1936
Email: c.montange@frontier.com

(8) List of all United States Postal Service ZIP Codes that the line proposed for discontinuance traverses. The line traverses the following zip codes: 95429, 95595, 95454, 95542, 95560, 95559, 95553, 95571, 95569, 95565, 95562, 95540, 95551, 95537, 95564, 95524, 95521, 95519, 95525, 95521, 95524, 95501, 95503, 95526, 95514, 95511, and 95490.

5. 49 C.F.R. 1152.22(b)-(h) information. In its March 4 waiver/exemption decision, the Board held that Applicant did not need to provide any information responsive to 49 C.F.R. 1152.22(b) (condition of properties); 49 C.F.R. 1152.22(c) (service provided); 49 C.F.R. 1152.22(d) (revenue and cost data); 49 C.F.R. 1152.22(e) (rural and community impact); and 49 C.F.R. 1152.22(f) (environmental impact).

49 C.F.R. 1152.22(h) provides that “[i]f passenger service is provided on the line, the applicant shall state whether appropriate steps have been taken for discontinuance [of passenger service].” This regulation is not applicable because passenger service is not provided on the line.

49 C.F.R. 1152.22(h) also provides that “[t]he applicant shall submit such additional information to support its application as the Board may require.” The Board thus far has not asked Applicant to submit any additional information in support of its Application. Applicant nonetheless includes in Part III legal

argument in support of its request that the Board issue an order discontinuing NWPY's lease/operating rights over the line.

6. 49 C.F.R. 1152.22(i) (draft Federal Register notice). In its March 4 waiver/exemption decision, the Board approved Applicant's proposed Federal Register form. Applicant appends in Exhibit E the approved Federal Register Notice form, revised to reflect events that have occurred since Applicant filed its initial draft with the Board. Applicant also includes in Exhibit E a track-change copy showing the proposed revisions.

7. 49 C.F.R. 1152.22(j) (Verification). Applicant's Application includes a verification (Exhibit F) from Mitch Stogner, the long-time Executive Director of North Coast Railroad Authority, now renamed Great Redwood Trail Agency. This verification is in the format prescribed in section 1152.22(j).

III. Legal Argument: Applicant Has Standing to Pursue Adverse Discontinuance and Adverse Discontinuance Is Required in the Circumstances Here

As line owner, Applicant clearly has standing to pursue an adverse discontinuance application against NWPY, who did not provide service and whose lease has long ago terminated. The adverse discontinuance sought by Applicant equally clearly meets the governing statutory PC&N standard.

A. The Applicant as Line Owner Has Standing

Any member of the public with "a proper interest in the proceeding" has standing to request the Board to issue an order discontinuing the operating rights of

a common carrier railroad.³⁰ Although NWPY's lease rights are long since expired under state law and NWPY is defunct, NWPY's STB-authorized operating rights over the line remain in effect. Applicant, as owner of the line, clearly has a "proper interest" in this proceeding.³¹

B. Discontinuing NWPY's Lease/Operating Authority over the Line
Is Required under the Public Convenience and Necessity Standard
Set Forth in 49 U.S.C. 10903

The Board has statutory authority to issue an order discontinuing a common carrier's class exemption operating rights "if the Board finds that the present or future public convenience and necessity require or permit the ... discontinuance." 49 U.S.C. 10903(d). "In making the finding, the Board shall consider whether the ... discontinuance will have a serious, adverse impact on rural and community development." *Id.* The Board has stated that "[i]n implementing this statutory standard in an adverse proceeding, we consider the relative burdens that

³⁰ Boston & Me. Corp. – Adverse Discontinuance – New England S. R.R., AB 32 (Sub-No. 100), served April 30, 2010; Jacksonville Port Auth. – Adverse Discontinuance – in Duval County, FL, AB 469, 1996 STB Lexis 200 at *12 (STB served July 17, 1996).

³¹ See, e.g., Jacksonville Port Auth., *supra*, 1996 STB Lexis 200 at *1 (line owner files for adverse discontinuance); see also Fore River R.R. Corp.— Discon. Exempt. —Norfolk County, MA, 8 I.C.C.2d 307 (1992) ("Fore River") (same); Cheatham County Rail Authority "Application and Petition" for Adverse Discontinuance, AB-379X (ICC served Nov. 4, 1992) (same); and Tacoma Eastern Railway Co.—Adverse Discontinuance of Operation Application—A Line of the City of Tacoma in Pierce, Thurston and Lewis Counties, WA, AB-548, served Oct. 16, 1998 ("Tacoma I"), stay denied, *id.* served Nov. 13, 1998 ("Tacoma II") (same).

continuation of service on the one hand, and cessation of service on the other hand, would have on the involved carrier, the owner ... of the line, and the public.”³²

Under this standard, the Board must grant Applicant’s adverse discontinuance application.

1. Carrier interests. NWPY will not be harmed by discontinuance because it is defunct and thus cannot be harmed. It is not capable of providing common carrier service on the line. Indeed, it never provided any rail service on the line and due to the FRA embargo, never could provide service, and still cannot. Moreover, NWPY’s lease expired pursuant to the Standstill Agreement, which provided that NWPY must file papers with the Board to terminate its common carrier obligation upon NCRA request. Unfortunately, the principal of NWPY died first. However, under the Standstill Agreement, NWPY is both disempowered from objecting to termination of its common carrier obligation, and obligated to cooperate in such termination were NWPY not defunct.

2. Owner interests. NWPY’s lease of Applicant’s line expired in or by the end of October, 2005. This Board has consistently held that a rail line owner should be able to control operations over its line, and should not be forced to permit its property to be used by a carrier whose lease of the line has expired, unless

³² Boston & Me. Corp. – Adverse Discontinuance – New England S. R.R., AB 32 (Sub-No. 100), supra, slip at 3.

“overriding Federal interest[s]” compel a different result.³³ There are no such “overriding Federal interest[s]” in this situation. NWPY has never provided any rail service on this line; to the contrary, the line in question has been subject to an FRA embargo since 1998, a date which predates by several years the date on which NWPY received authority to provide service.

3. Shipper interests. There are no shippers on the line, nor have there been any shipments moved over the line since 1998. In 1998, FRA imposed an emergency embargo due to unsafe conditions on the line, which has worsened since due to, inter alia, the unstable geology of the Eel River Canyon, which commences immediately north of MP 142.5 (Outlet Station). Since there are no shippers, and since NWPY is defunct and could not supply service if there were, shippers are clearly not adversely impacted by the proposed adverse abandonment.

4. Community interests. NWPY has never exercised its operating rights on this portion of the line. In any event, the line was embargoed by FRA in 1998, before NWPY even obtained operating authority from this Board. Discontinuance of NWPY’s unexercised rights will not have any adverse impacts on rural or community development.

³³ Tacoma II, *supra*, slip op. at 3; Tacoma I, *supra*, slip at 1 (“We see no need to perpetuate [the carrier’s] unwanted, unneeded services”); Fore River, *supra*, 8 ICC 2d 310; Jacksonville Port Auth., *supra*, at *5 (“denial of the adverse discontinuance request would amount to a finding that the railroad should be permitted to operate over the objections of the owner of the line despite the railroad’s contract default”).

Conclusion

For the reasons set forth herein, Applicant requests that the Board grant its Application for Adverse Discontinuance and issue an order finding that the present and future public convenience and necessity require discontinuance of NWPY's lease/operating rights over the line.

Respectfully submitted,



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Attorney for Great Redwood Trail Agency
(previously named North Coast Railroad
Authority, an agency of the State of
California), Applicant for Adverse
Discontinuance

Exhibits

Exhibit A -- Mitch Stogner (Applicant's Executive Director) Verified Statement and Appendices [Standstill Agreement and Sixth Extension, quitclaim, arbitrator decision, and Cal SOS status of NWPY (forfeited)]

Exhibit B -- Christopher Neary (Applicant's former General Counsel) and attached Sixth Extension and Restatement to Standstill Agreement

Exhibit C -- Proof of publication of Newspaper Notice

Exhibit D -- Detailed Map

Exhibit E -- Proposed updated Fed. Reg. notice and track-change with original approved by Board

Exhibit F -- Mitch Stogner (Executive Director) verification

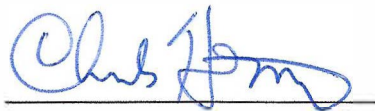
Certificate of Service

I hereby certify service to this Adverse Application including attachments as follows: email and/or USPS first class or equivalent on June 7, 2022 upon

California State Transportation Agency
915 Capitol Mall, Suite 350B
Sacramento, CA 95814
(courtesy email attachment copy to Leishara.Ward@dot.ca.gov)

Justin J. Marks, Esq.
Clark Hill PLC
1001 Pennsylvania Ave. NW
Suite 1300 South
Washington, D.C. 20004
(courtesy email attachment copy to jmarks@ClarkHill.com)
Counsel for NW Pac. RR Co ("NWPCo")³⁴

and by email attachment upon (1) California State Clearinghouse, Office of Planning and Research (website indicates suspension of paper submissions) at state.clearinghouse@opr.ca.gov and (2) Timber Heritage Association at petej@sonic.net.



³⁴ NWPCo was formerly a connecting carrier but has received STB discontinuance authority, which it has consummated. NCRA/GRTA is nonetheless serving a copy per the March 4, 2022, waiver decision.

Exhibit A

BEFORE THE SURFACE TRANSPORTATION BOARD

The Great Redwood Trail Agency)
formerly North Coast Railroad Authority,)
(An Agency of the State of California))
-- Adverse Discontinuance of Lease) AB 1313
and Operating Authority—)
Northwestern Pacific Railway Co.,)
In Humboldt, Trinity and Mendocino Counties, CA)

Verified Statement of Mitch Stogner

I, Mitch Stogner, state that I am, and have been since August 2003, Executive Director of the North Coast Railroad Authority (“NCRA”), which effective March 1, 2022, was renamed the Great Redwood Trail Agency (“GRTA”) by the California Legislature (per SB 69, effective Jan. 1, 2022). I will refer to NCRA/GRTA herein as “Applicant.” Applicant is a public agency of the State of California. This Verified Statement is made in support of Applicant’s Application for Adverse Discontinuance of the lease and operating rights of Applicant’s former lessee, Northwestern Pacific Railway Co. (“NWPY”), and in particular to confirm

the termination of NWPY's lease and operating agreement with Applicant (then named NCRA) in 2005.

1. Applicant acquired the line of railroad formerly operated by Eureka Southern from Milepost 142.5 north through Mendocino County through Trinity County to end of the Samoa Branch at Milepost 300.50, end of Carlotta Branch at Milepost 267.72, and end of the Korblex Branch at Milepost 295.57, all northern endpoints in Humboldt County pursuant to an authorization by the Interstate Commerce Commission captioned as North Coast Railroad Authority – Acq. and Operation Exemption – Eureka Southern Railroad, F.D. 32052 (ICC, served April 23, 1992). This line parallels the Eel River and is characterized by extraordinarily high maintenance costs due inter alia to the geologically challenging and unstable areas it must traverse between the Willits area and Humboldt Bay.

2. In 1998, the Federal Railroad Administration issued an emergency embargo covering the line above described, and the embargo has remained and remains in place to this day. There has been no freight service on this line. No shipper has received service on this line since the 1998 embargo.

3. In one of Applicant's many attempts to restore service on the line, Applicant entered into a "Lease and Operating Agreement" dated January 1, 2000, pursuant to which NWPY leased Applicant's operating assets and sought and obtained

authorization to provide freight common carrier services from the Surface Transportation Board (“STB”). The STB decision granting NWPY authority to provide freight service pursuant to the lease is captioned Northwestern Pacific Railway Co, LLC – Lease and Operation Exemption – North Coast Railroad Authority, et al., F.D. 33998, served Feb. 6, 2001. NWPY never provided service on the line described in paragraph 1. However, on February 1, 2001, FRA lifted its embargo on a portion of connecting line described as Lombard/Napa Junction at Milepost 63.4 to Petaluma (Milepost 43), a distance of roughly 40.8 miles. NWPY, however, ceased operations in September 2001, and never resumed operations.

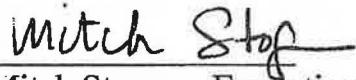
4. In order to attempt to resolve breach of lease issues, NWPY and Applicant entered into a “Standstill Agreement” dated July 17, 2002, a copy of which is attached in Appendix A. The agreement, which supplanted remedies in the lease, basically provided NWPY a period expiring no later than June 30, 2003 (termed the “Extended Standstill Period”) to devise a plan for restoration of service and obtain approval from Applicant’s board. If no plan was approved, then NWPY was obligated at Applicant’s request to file such papers as were required to terminate NWPY’s common carrier obligations. NWPY placed into escrow a quitclaim deed dated July 27, 2002, relinquishing its lease rights. The Standstill Agreement was amended several times in effect to extend the “standstill period.”

The last amendment was the “Sixth Extension and Restatement of Standstill Agreement, dated June 23, 2005, a copy of which is attached in Appendix A. That extension provided that NWPY must submit a plan to restore service by October 30, 2005, and obtain approval by Applicant’s board by that date. The extension provided that the lease otherwise terminated on October 31, 2005. The extension confirmed that the Applicant could remove the quitclaim deeds relinquishing the lease from escrow in the event no plan was timely approved. The extension confirmed that NWPY was required at Applicant’s request to file papers to terminate its common carrier obligation if no plan was approved.

5. To my personal knowledge, refreshed by review of the relevant minutes of Applicant’s board (available at the NCRA website), NWPY did not obtain an approval for a plan to restore service and the October 30 deadline passed. The lease therefore terminated no later than October 31, 2005. This released the quitclaim deed relinquishing NWPY’s rights under the lease from escrow. The lease was accordingly terminated on or by October 31, 2005. Per the Standstill Agreement as amended, NWPY and Applicant addressed financial claims remaining upon termination to an arbitrator. The arbitrator granted Applicant’s “demurrer” to NWPY’s claims, in essence dismissing NWPY’s financial claims in a decision attached as Appendix D.

6. Despite numerous set-backs, Applicant continued to push forward to restore at least some rail service on its lines. In 2006, Applicant (d/b/a NCRA) selected Northwestern Pacific Railroad Co. (“NWPCo”) to operate the line from Napa Junction to Willits with an option to extend north. NWPCo obtained STB authority (with NWPY consent) to operate as far north as MP 142.5. Applicant and NWPCo managed to restore the track sufficient to cause FRA to lift its embargo only as far north as Milepost 62.9 (near Windsor). However, NWPCo has now received discontinuance authority from STB for all its operational authority. Pursuant to STB authorization, Applicant has sold its rail assets and transferred all common carrier obligations south of the Sonoma/Mendocino County line (MP 89) to SMART. NWPY’s principal died in 2010. NWPY is administratively dissolved (“forfeit”) per the California Secretary of State’s website, as indicated in Appendix E. The California Legislature and the California Transportation Commission have determined that Applicant should pursue authorization for interim trail use/railbanking for its assets north of Milepost 139.5 (Commercial Street in Willits).

Pursuant to 28 U.S.C. 1746, I declare and verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information and belief.

A handwritten signature in black ink that reads "Mitch Stogner". The signature is written in a cursive, slightly stylized font.

Mitch Stogner, Executive Director,
Great Redwood Trail Agency, formerly
North Coast Railroad Authority

Dated:

- Appendix A: Standstill Agreement and Sixth Amendment to same
- Appendix B: Quitclaim deed placed in escrow relinquishing lease
- Appendix C: Statement of Decision by Arbitrator, April 23, 2009
- Appendix D: Cal SoS website status of NWPY

M. Stogner Appendix A

SIXTH EXTENSION AND RESTATEMENT OF STANDSTILL AGREEMENT

This Sixth Extension and Restatement of Standstill Agreement is made this 23rd day of June, 2005 by and among NORTH COAST RAILROAD AUTHORITY, a public agency ("NCRA") and NORTHWESTERN PACIFIC RAILWAY COMPANY, LLC and NORTHWESTERN CALIFORNIA RAILWAY ENGINEERING CORP. (collectively the "Companies").

RECITALS

- A. WHEREAS, the parties entered into a First Amended and Restated Lease and Operating Agreement dated January 1, 2000 which was amended by the Amendment to the First Amended and Restated Lease and Operating Agreement for NWPY dated as of January 1, 2001 (collectively the "Operating Agreement") pursuant to which the Northwestern Pacific Railroad Company, LLC ("NWPY") leased NCRA's operating assets and obtained an exclusive certificate of public conveyance and necessity to operate as a common carrier by rail;
- B. WHEREAS, both the Companies and NCRA have alleged various Events of Default by the other under the Operating Agreement, which claims have not been resolved;
- C. WHEREAS, the Board of Directors of NCRA believes that all non-financial issues in dispute between NCRA and the Companies may be eliminated or reduced if the Companies develop a viable Reopening Plan for reestablishing service upon the Northwestern Pacific Line (hereinafter the "Reopening Plan"), which includes securing a suitable partner, investor, buyer or assignee of the Operating Agreement;
- D. WHEREAS, the Companies are independently interested in determining whether non-financial claims may be resolved by securing a suitable partner or assignee of the Operating Agreement;
- E. WHEREAS, the parties entered into a Standstill Agreement dated July 17, 2002, providing for a term through December 31, 2002, which could be extended through December 31, 2003, and which was further extended by the Second Extension Agreement dated April, 2004, and the Third

Extension Agreement dated October, 2004, and the Fourth Extension Agreement dated December, 2004, and the Fifth Extension Agreement dated March 2005, and defined therein as the "Standstill Period" and the "Extended Standstill Period;"

NOW THEREFORE IT IS AGREED as follows:

AGREEMENT

The Standstill Agreement dated August 14, 2002, as extended as hereinabove described, is restated and replaced in its entirety as follows:

1. **Forbearance.** The parties hereby agree to forbear the exercise of any rights and remedies under the Operating Agreement for a period commencing July 17, 2002 through October 30, 2005 (the "Standstill Period").

2. **Consideration.** In consideration of NCRA's agreement to standstill as stated herein, the Companies agree that the Operating Agreement shall be terminated for all purposes effective October 31, 2005 (the "Termination Date") if the NCRA Board of Directors has not approved a plan for restoration of rail service (the "Reopening Plan") prior to October 31, 2005.

3. **Company Duties Upon Termination.** In the event the Agreement is terminated as stated above, the parties are mutually released from any further obligations with regard to the Operating Agreement as of the Termination Date. Upon termination, the Companies hereby authorize NCRA to record Quitclaim Deeds now held by it to all leasehold interests held by the Companies as of the effective date of the termination and shall file forthwith at the demand of NCRA all necessary documents to terminate the common carrier privilege and liability in NWPY so as to substitute in the place and stead NCRA, or its nominee, and in addition to any residual common carrier right as owner of the NWP Line. In such regard, NCRA may designate whomsoever it chooses as the common carrier with full power of substitution.

4. **Tolling of Statute.** During the term of this Agreement, any non-time barred cause of action as of August 14, 2002 shall be deemed tolled insofar as the application of any period of limitation arising under the statutes. The parties further agree that the doctrine of *laches* shall not apply during the term of this Agreement to any petition for equitable relief, for failure to seek such relief during the term of this Agreement.

5. **Reopening Plan.** The Companies shall prepare a Reopening Plan for presentation to the NCRA Board of Directors no later than September 30, 2005 outlining a plan to restore freight railroad service on all or portions of the Russian River Division extending from Willits to the point of Interchange at Lombard. The Reopening Plan shall: specify the projected date for reopening; the events necessary to achieve

reopening; a time schedule for achieving each milestone necessary to achieve reopening; the methodology for capitalizing the costs of reopening in sufficient specificity to determine whether the milestones are likely to be achieved in the projected time; and such other matters as may be relevant and appropriate for inclusion in the discretion of the Companies. The Companies shall provide an update on the progress of the Reopening Plan development to the Operating Committee at its August and September meetings.

6. Releases. Upon the Termination of this Agreement, or upon acceptance by NCRA of a Reopening Plan, whichever first occurs, the parties hereby waive and forego any claims against each other in connection with or related to, in any way, the Operating Agreement, which may have accrued from and after July 1, 1997 to the Termination Date, including all contractual claims, all tort claims, and all claims for equitable relief.

The parties acknowledge and recognize that they individually or collectively may have claims against the other of which they have no knowledge or suspicion at the time of execution of this Agreement and Release and that claims or facts may be discovered in addition to, or different from those now known to the parties or believed to exist by the parties with respect to the subject matter of this Agreement and Release, but it is the intention of the parties to fully, finally and forever settle and release any and all of the claims, matters, disputes and differences now known or unknown, suspected or unsuspected, which now exist, may exist, or heretofore may have existed against each other relating to the aforementioned claims. In furtherance of this intention, the Release herein given shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of such additional or different claim(s) or fact(s).

The parties are also aware of Section 1545 of the California Civil Code which provides in full as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The parties being aware of California Civil Code § 1542, hereby expressly, knowingly and intentionally waive any rights which they may now have or may have in the future under California Civil Code § 1542, as well as any other statute or common law of similar affect as it relates in any way to rights, claims, liabilities, causes of action, equitable relief, or other legal or civil remedies of any kind relating to the Operating Agreement. The parties understand and acknowledge the significance of this specific waiver of California Civil Code § 1542 and thereby assume full responsibility for any

damages or losses that they each or collectively have incurred or hereafter incur in connection with the facts and claims which are the subject of the aforementioned claims.

Initials of parties: _____

7. **NWPY Officer.** As further consideration of this Agreement, John Darling has agreed to refrain from holding any statutory office such as Chief Executive Officer, Secretary, Treasurer, in NWPY effective immediately and agrees that he will not hold more than ten percent (10%) of the voting power of NWPY at the time any Reopening Plan is approved by NCRA. NWPY shall not permit John Darling to have anything but a passive role as investor, but this provision would not prohibit NWPY entering into a debtor relationship with John Darling or retaining the services of John Darling as a consultant or employee, provided that the duties of any such relationship shall not involve interaction with any public agency, and the solicitation of financing or promotion of investor on behalf of NWPY. NWPY shall announce the retirement of John Darling forthwith. NWPY shall maintain a replacement acting member during its search for a new CEO.

8. **Sonoma County Solid Waste Bid.**

a. NWPY. During the term of the Standstill Agreement, NWPY shall refrain from entering into any exclusive arrangement which would limit its ability to provide quotations on equal footing with other responders to a proposed solid waste contract to be issued by Sonoma County so as to accommodate a bidding requirement that all bidders include a rail component.

b. NCRA. During the term of this Standstill Agreement, NCRA covenants to maintain a policy of utilizing its best efforts to procure a rail haul for the proposed Sonoma County solid waste interim and permanent solution.

9. **NWPY Roster.** Effective immediately, NWPY shall maintain on file with NCRA a roster of its officers and the identities of all of its members.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, and no modification of this Agreement shall be binding upon the party affected unless set forth in writing and duly executed by the party to be charged. Any provision of the original Standstill Agreement or any extensions thereof which are not carried forward in this Restated Agreement are repealed.

11. **Notices.** Notices may be given in the manner provided in the Operating Agreement.

12. **Application of Law.** This Agreement shall be governed in all respects by the laws of the State of California.

14. **Waiver.** The waiver by any party of a breach of a provision of this Agreement by another party shall not operate or be construed as a waiver of any subsequent breach by any other party.

15. **Severability.** If fulfillment of any provision hereof or any transaction related hereto shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be held ineffective, as though not herein contained, and the remainder of this Agreement shall remain operative and in full force and effect.

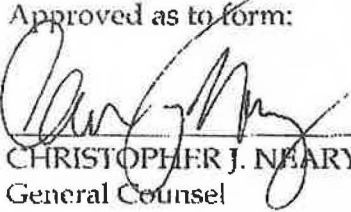
16. **Time is of the Essence.** Time is agreed to be of the essence of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first herein above written,

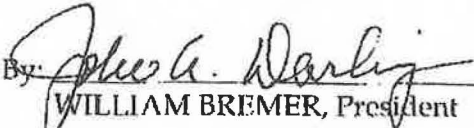
NORTH COAST RAILROAD
AUTHORITY, a public agency

By: _____
MITCH STOGNER
Secretary to Board of Directors

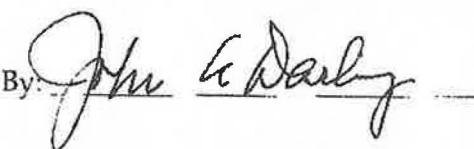
Approved as to form:


CHRISTOPHER J. NEARY
General Counsel

NORTHWESTERN PACIFIC RAILWAY
COMPANY, L.L.C., a Colorado limited
Liability Company

By: 
WILLIAM BREMER, President

NORTHWESTERN RAILWAY
ENGINEERING CORP.

By: 

STANDSTILL AGREEMENT

This Agreement is made by and among NORTH COAST RAILROAD AUTHORITY, a public agency ("NCRA"); NORTHWESTERN PACIFIC RAILWAY COMPANY, LLC and NORTHWESTERN CALIFORNIA RAILWAY ENGINEERING CORP. (collectively the "Companies") this 17th day of July, 2002.

- A. WHEREAS, the parties entered into a First Amended and Restated Lease and Operating Agreement dated January 1, 2000, which was amended by the Amendment to the First Amended and Restated Lease and Operating Agreement for NWP Line dated as of January 1, 2001 (collectively the "Operating Agreement") pursuant to which the Northwestern Pacific Railway Co., LLC ("NWPY") leased NCRA's operating assets and obtained an exclusive certificate of public convenience and necessity to operate as a common carrier by rail;
- B. WHEREAS, both the Companies and the NCRA have alleged various Events of Default by the other under the Operating Agreement, which claims have not been resolved;
- C. WHEREAS, the Board of Directors of NCRA believes that all non-financial issues in dispute between the NCRA and the Companies may be eliminated or reduced if the Companies develop a viable Reopening Plan for re-establishment of service upon the Northwestern Pacific Line, which includes securing a suitable partner, investor, buyer, or assignee of the Operating Agreement;
- D. WHEREAS the Companies are independently interested in determining whether non-financial claims may be resolved by it securing a suitable partner or assignee of the Operating Agreement;

NOW, THEREFORE, IT IS AGREED among the parties hereto as follows:

1. **Forbearance.** The parties hereto agree to forbear the exercise of any rights and remedies under the Operating Agreement for a period commencing July 17, 2002 through either December 31, 2002 (the "Standstill Period"), or, if applicable, the Extended Standstill Period.

2. **Partner or Assignee.** The Companies commit themselves to actively seeking a capitalized partner, investor, buyer, or assignee of the Operating Agreement during the Standstill Period, and, if applicable, the Extended Standstill Period.

3. Consideration. In consideration of NCRA's agreement to standstill, the Companies agree that the Operating Agreement shall be terminated for all purposes effective December 31, 2002, or, if applicable, at the conclusion of the Extended Standstill Period. Such termination shall not in and of itself extinguish financial claims arising from Events of Default alleged by any party prior to the date of this Agreement. Any such financial issues shall be severed and resolved as provided in Paragraph 6 of this Agreement irrespective of termination or continuation of the Operating Agreement. Upon termination of the Operating Agreement, the parties thereto are respectively released from any further obligations with regard to the Operating Agreement. The foregoing notwithstanding, in the event the Extended Standstill Period concludes with NCRA's approval of the Companies' Reopening Plan, then the Operating Agreement shall, except for severed financial issues to be resolved according to Paragraph 6, continue to be binding upon the parties and shall not terminate. Nothing contained herein shall prevent NCRA from conditioning approval of the Companies' Reopening Plan upon any condition, including, but not necessarily limited to, substantive or non-substantive change to the Operating Agreement, and/or revision of the Operating Agreement to comply with applicable Fund Transfer Agreements with the California Transportation Commission and/or compliance with any other provision required by law. The Companies may reject any such amendment and may, in submission of a Reopening Plan proposal, propose modification or amendment to the Operating Agreement.

The Companies shall deliver to NCRA a Quitclaim Deed to any leasehold interest the Companies may have effective as of the effective date of this Agreement in property owned by NCRA and property owned by the Northwestern Pacific Railroad Authority, a joint powers agency, and to NCRA equipment in the Companies' possession, which Quitclaim Deed shall be held by NCRA until the conclusion of the Standstill Period, or the Extended Standstill Period, whichever last occurs, at which time a third party escrow agent such as First American Title Company or such other escrow agent as the parties may agree upon, shall be authorized and instructed to record such deed at such places as NCRA may deem appropriate.

4. Common Carrier Liability. In the event that at the termination of the Standstill Period or any Extended Standstill Period, NCRA has not approved in its sole discretion, on such terms as may be mutually agreeable to NCRA and any of the Companies, or any of their assignees, a plan for the restoration of operations across the NWP Line; or, in the alternative, a proposed assignment of the Operating Agreement to a non-party capable of operating the NWP Line (the "Reopening Plan"), NWPY shall file forthwith at the demand of NCRA all necessary documents to terminate the common carrier privilege and liability in NWPY so as to substitute in the place and stead NCRA or its nominee and in addition to any residual common carrier right as

owner of the NWP Line. In such regard, NCRA may designate whomsoever it chooses as the common carrier, with full power of substitution.

5. Extended Standstill Period. In the event that the Companies and NCRA have not agreed upon a Reopening Plan by December 17, 2002, then the Standstill Period shall be extended until the earlier of the date the NCRA Board either (1) accepts a proposal for an operating agreement with a non-party; (2) adopts a binding NWP Line sale agreement with a non-party buyer; (3) approves the Companies' Reopening Plan; or (4) June 30, 2003 (the "Extended Standstill Period"); and this Agreement shall extend during such period.

6. Mediation and Arbitration. In the event any financial issues relating to alleged Events of Default by any party to this Agreement remains unresolved as of the termination of the Standstill Period or the Extended Standstill Period, whichever last occurs, the parties agree to mediate all financial differences within sixty (60) days of the termination of this Agreement period. In the event such mediation is unsuccessful, the parties then commit themselves to resolution of any financial issues through binding arbitration, which arbitration shall be conducted as follows:

- a. Any party (or that party's representative) may give notice of that party's appointment of an arbitrator to the other party. Within ten (10) days after service of such notice, the other party may also give notice of appointment of an arbitrator. If no second arbitrator is so appointed, the matter shall be determined solely by the first arbitrator appointed. If two arbitrators are appointed, and if they are unable to resolve the matter within thirty (30) days after appointment of the second arbitrator, they shall appoint a third arbitrator; and if the two arbitrators are unable to agree upon the third arbitrator, then either party may petition the presiding judge of the Mendocino County Superior Court to appoint the third arbitrator who shall be a licensed California attorney, judge, or retired judge associated with JAMS/Endispute. Upon election of a third arbitrator, the first two arbitrators' duties are completed.
- b. The decision in writing of the sole arbitrator, both arbitrators, or of any two of the three arbitrators so appointed, as the case may be, shall be final and binding on the parties, and judgment thereon may be entered in any court of competent jurisdiction.
- c. The Arbitrator(s) shall apply the Rule of Law and be bound thereby.

- d. All fees and expenses of the neutral arbitrator shall be paid equally by the parties, unless the arbitrator(s) decide(s) to the contrary. The arbitration shall be conducted under California Code of Civil Procedure §§ 1280-1294.2.
- e. In order for this paragraph to be enforceable after legal action is filed, written demand for arbitration must be made by any party to this agreement within the time period in which "defendant(s)" may file initial responsible pleadings to avoid default.

7. Tolling of Statutes. During the term of this Agreement, any non-barred cause of action shall be deemed tolled insofar as the application of any period of limitation arising under statute. The parties further agree that the doctrine of *laches* shall not apply during the term of this Agreement to any petition for equitable relief, for failure to seek such relief during the term of this Agreement.

8. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, and no modification of this Agreement shall be binding upon the party affected unless set forth in writing and duly executed by the party to be charged.

9. Notices. Notices may be given in the manner provided for in the Operating Agreement.

10. Application of Law. This Agreement shall be governed in all respects by the laws of the State of California.

11. Waiver. The waiver by any party of a breach of any provision of this Agreement by another party shall not operate or be construed as a waiver of any subsequent breach by any other party.

12. Severability. If any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be held ineffective, as though not herein contained, and the remainder of this Agreement shall remain operative and in full force and effect.

14. Time is of the Essence. Time is agreed to be of the essence of this Agreement.

08-15-02 13:45 CHRISTOPHER J. NEARY
 08/03/2002 06:08 7142827250
 06/20/2002 21:38 707-459-7512

ID=707 459 3018
 NPY WILLIS

FROM: 00 P07/07

IN WITNESS WHEREFORE, the NCRA has caused this Agreement to be executed in duplicate by the Secretary of its Board of Directors under authority of a motion adopted by the Board of Directors at its July 17, 2002 regular meeting; and the NORTHWESTERN PACIFIC RAILWAY COMPANY, LLC and NORTHWESTERN CALIFORNIA RAILWAY ENGINEERING CORP. have caused this Agreement to be executed and attested by their authorized signatories as of the date first herein above written.

NORTH COAST RAILROAD AUTHORITY

By: 

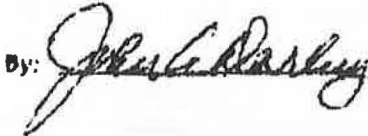
MAX BRIDGES

Secretary to the Board of Directors

NORTHWESTERN PACIFIC
 RAILWAY COMPANY, LLC



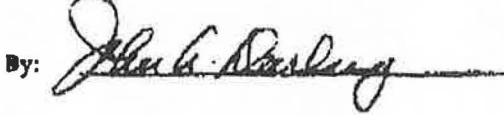
Attest:

By: 

NORTHWESTERN CALIFORNIA RAILWAY
 ENGINEERING CORP.

By: 

Attest:

By: 

Procedural
 6/14/02

Page 5 of 5

M. Stogner Appendix B

RECORDING REQUESTED BY:

NORTH COAST RAILROAD AUTHORITY
a Public Agency
**When Recorded Mail Document
and Tax Statement To:**
CHRISTOPHER J. NEARY
Attorney at Law
110 S. Main St., Ste. C
Willits, CA 95490

Escrow No.

Title Order No.

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 0.00 City tax \$ 0.00

- ☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated Area City of _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, NORTHWESTERN PACIFIC
RAILWAY COMPANY, LLC and NORTHWESTERN CALIFORNIA RAILWAY ENGINEERING CORP.

hereby remises, releases and quitclaims to NORTHWESTERN PACIFIC RAILROAD AUTHORITY

the following described real property in the City of _____
County of _____

State of California:

See Attachment "A" hereto.

DATED: July 17, 2002

STATE OF CALIFORNIA
COUNTY OF MENDOCINO

ON 8/30/2002 before me,
Jennifer O'Brien personally appeared

John Darling
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.

John C. Darling
John C. Darling



Witness my hand and official seal

Signature

MAIL TAX STATEMENT AS DIRECTED ABOVE

Any and all interest in all real property located in the Counties of Sonoma, Mendocino and Humboldt, State of California, vested in NORTHWESTERN PACIFIC RAILWAY COMPANY, LLC and NORTHWESTERN CALIFORNIA RAILWAY ENGINEERING CORP. pursuant to that certain First Amended and Restated Lease and Operating Agreement for Northwestern Pacific Line by and between NORTHWESTERN PACIFIC RAILWAY COMPANY, LLC and NORTHWESTERN CALIFORNIA RAILWAY ENGINEERING CORP. and NORTH COAST RAILROAD AUTHORITY dated January 1, 2000 (the "Operating Agreement").

Any and all interest in all personal property, including but not necessarily limited to the property described in Attachment 1 hereto, vesting in NORTHWESTERN PACIFIC RAILWAY COMPANY, LLC and NORTHWESTERN CALIFORNIA RAILWAY ENGINEERING CORP. pursuant to the Operating Agreement.

Leased Equipment**NWP
MW No.****Description****A.****Roadway Equipment:**

102	50 Ton Rubber tired crane (hy-rail) Bertha
103	Ingersol Rand Air Compressor, Gas
104	Burro Shovel Model #40
139	John Deere Front-End loader
141	Tie Inserter Jackson w/J. Deere engine
143	Air Compressor R250CFM, Diesel
145	Army Loco Crane, 1956 Amer. 850-DEH
146	Army Loco Crane, 1956 Amer. 850-DEH
200	Back Hoe, Case 580
204	Back Hoe, 1974 John Deer 510
211	Tie Crane 1979 Kershaw
220	Ditcher, 1989 Case 1085B Excavator
252	Pettibone, 1966 Speedswing - Yard Dog
350	Tie Remover, 1977 Fairmont W-115B
351	Tie Inserter, 1983 Jackson Model 925
366	Tamper, 1977 Canron Pup #66
370	Tamper, 1980 Canron Mark 2
372	Tamper, 1979 Canron Mark 2
380	Spud Liner
401	Ballast Regulator, 1985 Kershaw
501	D6 Dozer, 1976 Caterpillar
600	Rail Oiler, Portable
601	Spike Puller, 1979 W-84 Fairmont
604	Scissor Lift w/push car
605	Scissor Lift w/push car
606	Gunite Machine, Reed Model 16
610	Push car
620	Crew car
630	Welder, Gas powered 225 amp
631	Welder, Gas powered 225 amp
632	Welder, Gas powered 225 amp
633	Welder, Gas powered 225 amp
634	Welder, Gas powered Bob Cat
635	Welder, 400 amp Lincoln w/trailer
636	Welder, Gas powered 225 amp
640	Generator, 200 amp 5 KW (Army)

B. Vehicles.

<u>UNIT #</u>	<u>VEHICLE DESCRIPTION</u>
1	1993 CHEVY S-10
2	1989 CHEVY CREW CAB
3	1987 JEEP
4	1990 FORD
5	1985 DODGE 1 TON
6	1985 FORD CREW CAB
11	1992 FORD
18	1979 CHEVY
21	1985 DODGE
22	1985 DODGE 1 TON 350 RAM
23	1986 FORD 1 TON F350
26	1983 1 TON DODGE
42	1989 GMC
43	1989 GMC

RECORDING REQUESTED BY
NORTH COAST RAILROAD AUTHORITY
a Public Agency
AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE
SHOWN BELOW, MAIL TAX STATEMENT TO:

Name CHRISTOPHER J. NEARY

Street Attorney at Law

Address

City & State 110 S. Main St., Ste. C
Zip Willits, CA 95490

Title Order No. _____ Escrow No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T 360 LEGAL (1-94)

Quitclaim Deed

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX IS \$ _____

☐ _____ unincorporated area ☐ City of _____

Parcel No. _____

☐ computed on full value of property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
NORTHWESTERN PACIFIC RAILWAY COMPANY, LLC and NORTHWESTERN CALIFORNIA
RAILWAY ENGINEERING CORP.
hereby REMISE, RELEASE AND FOREVER QUITCLAIM to NORTH COAST RAILROAD AUTHORITY

the following described real property in the
county of _____, state of California:

See Attachment A hereto.

Dated July 17, 2002

STATE OF CALIFORNIA
COUNTY OF MENDOCINO

} s.s.

On August 30, 2002 before me,

Jennifer M. O'Brien
a Notary Public in and for said County and State, personally appeared

John Darling

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.

WITNESS my hand and official seal

Signature _____



(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

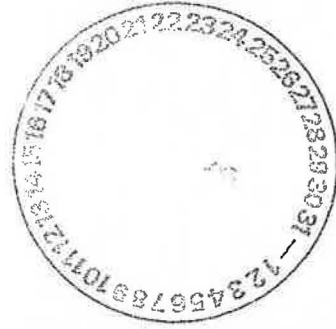
Street Address

City & State

CTC-13F

M. Stogner Appendix C

1 RESOLUTION REMEDIES
2 3554 Round Barn Blvd. #300
3 Santa Rosa, CA 95403
4 Tel: (800) 778-2823
5 Fax: (415) 457-7843



6 **In re Binding Arbitration of:**

7 NORTHWESTERN PACIFIC RAILWAY)
8 CO., LLC; VENANGO RIVER CORP.,)
9 And RAIL-WAYS, INC.,)

10 Plaintiffs,)

11 vs)

12 NORTH COAST RAILROAD)
13 AUTHORITY, a Public Agency,)

14 Defendants)

STATEMENT OF DECISION OF
ARBITRATOR GRANTING CLAIMANT'S
DEMURRER WITHOUT LEAVE
TO AMEND

15 Judge John J. Gallagher (Ret), was appointed as arbitrator by the parties
16 pursuant to stipulation. After a series of hearings and a review of evidence presented by
17 the parties, Judge Gallagher held a hearing on plaintiffs' demurrer on April 7, 2009,
18 telephonically. Plaintiffs Northwestern Pacific Railway Co., etal, was represented by
19 Bryan R. Whipple, attorney at law. Defendants North Coast Railroad Authority was
20 represented by Christopher Neary, attorney at law. Argument was heard and the
21 Arbitrator presents his reasoning and findings:

22 The issue before this arbitrator was, had the statute of limitations run
23 against any or all of the claims by Northwestern Pacific Railway (NWPY) against North
24 Coast Railroad Authority (NCRA). Mr. Whipple, on behalf of his client propounded a
25 number of legal arguments to show that the statute had not run.

26 **ESTOPPEL**

27 The State of California was engaged in the operation of a railroad with NWPY.
28 NWPY was represented by counsel and had a number of experienced business men

1 working. For NWPY, this transaction was in no way similar to the cases cited in which
2 case the claimant was very unsophisticated and not represented by counsel. Counsel in
3 his reply brief dated 12/29/08, refers to both parties lying low. I don't understand how
4 NCRA's denial of NWPY claims, the advisement of the need to file a complaint can be
5 considered lying low.

6 SUBSTANTIAL COMPLIANCE

7 As to substantial compliance, there are no facts to support this. How many times
8 did they need to be told to file their claim within 6 months and do nothing in response?

9 NWPY did nothing substantial factually or legally to perfect their claim. Basically,
10 Rome burned and NWPY took no steps to put out the fire.

11 DETRIMENTAL RELIANCE

12 This arbitrator does not believe that NCRA said, "Play ball" and you will get your
13 money. Hundreds of thousands of dollars were involved and staff was too sophisticated
14 to rely on a childish theory. Mr. Darling in all of his briefs is too sophisticated to let a
15 company hang out to dry on such an unreliable statement. A man as thorough as Mr.
16 Darling does not rely on hope and pleasant winks to protect his company.

17 Mr. Darling says a number of causes could not be filed because amounts to be
18 claimed kept changing. A claim could have been made and a request to modify when
19 the full damages are known.

20 In conclusion, neither the facts nor the law support Mr. Whipple's claim on
21 detrimental reliance, substantial compliance or estoppel.

22 OPEN ACCOUNT

23 Mr. Whipple argues that an open account existed between NWPY and the NCRA;
24 that the relationship between the parties was such that all that was required for billing
25 was their sending bills from time to time and NCRA not objecting to this manner of billing.

26 There are a number of problems with this theory. Many of the claims billed on
27 October 12, 2001, the one year statute for billing the claims had already expired.
28 Second, NCRA filed a notice of denial and insufficiency of claims details on December

1 20, 2001. Plaintiff was put on notice of the need to file a complaint within 6 months and I
2 have not been shown in one instance where this was done. The standstill agreement
3 dated July 17, 2002, to December 31, 2002, doesn't waive any statute of limitations
4 problem but only extends the time period by 6 months. Not a sufficient length of time to
5 help plaintiff with any of its problems.

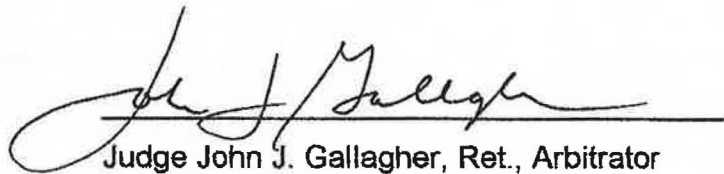
6 In this arbitrator's opinion, the document that destroyed the theory of an open
7 account is a letter from Mr. Darling of NWPY that put defendants on a cost basis. It
8 refers to any services needed by NCRA from NWPY. Of all the cases cited, none would
9 allow the automatic establishment of a book account.

10 In regards to the first questions propounded by Mr. Neary, the cases make it clear
11 that such actions re partial payments after a book account is closed does not reopen it.
12 Regardless of the number of claims filed by NWPY, they never filed one complaint
13 before the statute of limitations had run.

14 As to "only to the claims before me", M. Whipple has said at least a dozen time
15 that NWPY has claims not affected by any statute of limitations. I don't find this to be
16 true and I am not going to be searching for imaginary claims. What Mr. Whipple has in
17 mind is known only to him.

18 The Arbitrator finds that the general demurrer to the claimant's second corrected
19 and amended claim is sustained without leave to amend.

20
21
22 Dated: April 23, 2009


Judge John J. Gallagher, Ret., Arbitrator

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PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is:

RESOLUTION REMEDIES

1101 Fifth Ave. #230
San Rafael, CA 94901
Tel: (415) 258-0900
Fax: (415) 457-7843

On April 23, 2009, I served the following via U.S. Certified Mail:

**STATEMENT OF DECISION OF ARBITRATOR GRANTING CLAIMANT'S DEMURRER
WITHOUT LEAVE TO AMEND**

on the parties to this action, addressed as follows:

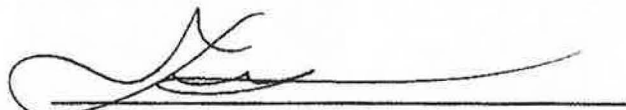
Christopher J. Neary, Esq.
LAW OFFICES
110 S. Main Street, #C
Willits, CA 95490

Bryan R.R. Whipple, Esq.
LAW OFFICES
P.O. Box 318
Tomales, CA 94971-0318

BY MAIL: I placed each such sealed envelope, with postage thereon fully prepaid for Certified Mail, for collection and mailing at San Rafael, California, following ordinary business practices. I am readily familiar with the business practice of Resolution Remedies for collection and processing of correspondence for mailing with the United States Post Office. The correspondence will be deposited with the United States Post Office on the same date as it is placed for processing.

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

Dated: April 23, 2009


Diane Levinson-Fass

M. Stogner Appendix D

[Home](#)[Search](#)[Forms](#)[Help](#)

Business Search

The California Business Search provides access to available information for **corporations, limited liability companies and limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, **a basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.



Suspended or Forfeited Business Entities

December 2021 Tax News

Inform your business clients about steps to take to revive a suspended or forfeited business entity

As the year comes to a close, this may be a good time to inform your business clients about steps they can take to revive a suspended or forfeited business entity. A business entity is typically suspended, or forfeited, by Franchise Tax Board (FTB) for failure to meet its tax requirements, such as;

- File a state tax return
- Pay
 - Taxes
 - Penalties
 - Fees
 - Interest

If your client's business entity is suspended or forfeited, the Secretary of State (SOS) cannot accept termination documents until the following requirements are satisfied;

- Pay all outstanding balances due
- File any delinquent tax returns
- File an Application for Certificate of Revivor

In order to revive an entity, you would have to contact our Revivor Unit. You can find more information to revive your business³.

Related content

- [December 2021 Tax News](#)¹
- [Suspended or Forfeited Business Entities](#)²

Links in this document / Enlaces en este documento

1. <https://www.ftb.ca.gov/about-ftb/newsroom/tax-news/index.html>
2. <https://www.ftb.ca.gov/about-ftb/newsroom/tax-news/december-2021/suspended-or-forfeited-businesses.html>
3. <https://www.ftb.ca.gov/help/business/my-business-is-suspended.html>

Site Map

© 2022 California Franchise Tax Board

Exhibit B

BEFORE THE SURFACE TRANSPORTATION BOARD

The Great Redwood Trail Agency)
formerly North Coast Railroad Authority,)
(An Agency of the State of California))
-- Adverse Discontinuance of Lease) AB 1313
and Operating Authority—)
Northwestern Pacific Railway Co.,)
In Humboldt, Trinity and Mendocino Counties, CA)

Verified Statement of Christopher Neary

I, Christopher Neary, make this Verified Statement for use by the Great Railroad Trail Agency, formerly North Coast Railroad Authority ("NCRA"), hereinafter referred to as "Applicant," which is an agency of the State of California. I am an attorney licensed to practice law in the State of California. My business address is Neary and O'Brien, 110 South Main Street, Suite C, Willits, CA 95490. I served as General Counsel for NCRA for the period 1992 to 2019. Inasmuch as the matters discussed in this Verified Statement all occurred during this time period, and I was involved in them, I have personal knowledge of these matters.

1. Northwestern Pacific Railway Company ("NWPY") held common carrier lease and operating authority over all lines of NCRA pursuant to a lease with

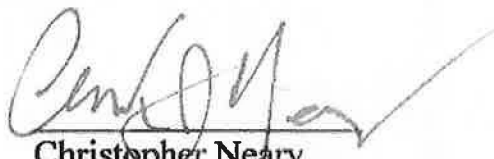
NCRA dated January 1, 2000, and the Surface Transportation Board's (STB's) authorization in STB Finance Docket No. 33998, served Feb. 6, 2001. At the time the lease was entered, all of NCRA's tracks were subject to a Federal Railroad Administration (FRA) emergency embargo. FRA removed roughly 40 miles of track south and east of Petaluma from the embargo on February 1, 2001. Although NWPY operated briefly pursuant to its lease and the authority granted in F.D. 33998 on this roughly 40 miles of trackage, NWPY within a few months ceased all operations. The parties fell into a dispute. NCRA terminated the lease for breach and default. The parties entered into a "Standstill Agreement" providing that the lease was terminated unless NWPY obtained NCRA board approval for a plan to reopen by a date certain. Otherwise NWPY was required to relinquish its common carrier obligations (either by transfer to an entity selected or acceptable to NCRA, or at NCRA's request by filing papers to terminate NWPY's obligations). In the event no plan to restore service was approved, NWPY's financial claims would be resolved in arbitration. NWPY placed a quitclaim deed dated July 17, 2002 monumenting relinquishment of its lease in escrow with release from escrow automatically triggered if a plan to restore service was not approved per the Standstill Agreement.

2. Although the Standstill Agreement was amended several times to allow NWPY more time, NWPY failed to provide a plan approved by the NCRA board.

The lease was terminated on October 31, 2005, pursuant to the terms of the Sixth Extension and Restatement of Standstill Agreement, attached hereto. The arbitrator subsequently dismissed all claims by NWPY against NCRA in a decision dated April 23, 2009.

3. In sum, the NWPY lease accordingly terminated no later than October 31, 2005.

Pursuant to 28 U.S.C. 1746, I declare and verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information and belief.



Christopher Neary
Neary and O'Brien
110 South Main Street, Suite C
Willits, CA 95490

Attachment: Sixth Extension of Standstill Agreement

SIXTH EXTENSION AND RESTATEMENT OF STANDSTILL AGREEMENT

This Sixth Extension and Restatement of Standstill Agreement is made this 23rd day of June, 2005 by and among NORTH COAST RAILROAD AUTHORITY, a public agency ("NCRA") and NORTHWESTERN PACIFIC RAILWAY COMPANY, LLC and NORTHWESTERN CALIFORNIA RAILWAY ENGINEERING CORP. (collectively the "Companies").

RECITALS

- A. WHEREAS, the parties entered into a First Amended and Restated Lease and Operating Agreement dated January 1, 2000 which was amended by the Amendment to the First Amended and Restated Lease and Operating Agreement for NWPY dated as of January 1, 2001 (collectively the "Operating Agreement") pursuant to which the Northwestern Pacific Railroad Company, LLC ("NWPY") leased NCRA's operating assets and obtained an exclusive certificate of public conveyance and necessity to operate as a common carrier by rail;
- B. WHEREAS, both the Companies and NCRA have alleged various Events of Default by the other under the Operating Agreement, which claims have not been resolved;
- C. WHEREAS, the Board of Directors of NCRA believes that all non-financial issues in dispute between NCRA and the Companies may be eliminated or reduced if the Companies develop a viable Reopening Plan for reestablishing service upon the Northwestern Pacific Line (hereinafter the "Reopening Plan"), which includes securing a suitable partner, investor, buyer or assignee of the Operating Agreement;
- D. WHEREAS, the Companies are independently interested in determining whether non-financial claims may be resolved by securing a suitable partner or assignee of the Operating Agreement;
- E. WHEREAS, the parties entered into a Standstill Agreement dated July 17, 2002, providing for a term through December 31, 2002, which could be extended through December 31, 2003, and which was further extended by the Second Extension Agreement dated April, 2004, and the Third

Extension Agreement dated October, 2004, and the Fourth Extension Agreement dated December, 2004, and the Fifth Extension Agreement dated March 2005, and defined therein as the "Standstill Period" and the "Extended Standstill Period;"

NOW THEREFORE IT IS AGREED as follows:

A G R E E M E N T

The Standstill Agreement dated August 14, 2002, as extended as hereinabove described, is restated and replaced in its entirety as follows:

1. **Forbearance.** The parties hereby agree to forbear the exercise of any rights and remedies under the Operating Agreement for a period commencing July 17, 2002 through October 30, 2005 (the "Standstill Period").
2. **Consideration.** In consideration of NCRA's agreement to standstill as stated herein, the Companies agree that the Operating Agreement shall be terminated for all purposes effective October 31, 2005 (the "Termination Date") if the NCRA Board of Directors has not approved a plan for restoration of rail service (the "Reopening Plan") prior to October 31, 2005.
3. **Company Duties Upon Termination.** In the event the Agreement is terminated as stated above, the parties are mutually released from any further obligations with regard to the Operating Agreement as of the Termination Date. Upon termination, the Companies hereby authorize NCRA to record Quitclaim Deeds now held by it to all leasehold interests held by the Companies as of the effective date of the termination and shall file forthwith at the demand of NCRA all necessary documents to terminate the common carrier privilege and liability in NWPY so as to substitute in the place and stead NCRA, or its nominee, and in addition to any residual common carrier right as owner of the NWP Line. In such regard, NCRA may designate whomsoever it chooses as the common carrier with full power of substitution.
4. **Tolling of Statute.** During the term of this Agreement, any non-time barred cause of action as of August 14, 2002 shall be deemed tolled insofar as the application of any period of limitation arising under the statutes. The parties further agree that the doctrine of *laches* shall not apply during the term of this Agreement to any petition for equitable relief, for failure to seek such relief during the term of this Agreement.
5. **Reopening Plan.** The Companies shall prepare a Reopening Plan for presentation to the NCRA Board of Directors no later than September 30, 2005 outlining a plan to restore freight railroad service on all or portions of the Russian River Division extending from Willits to the point of Interchange at Lombard. The Reopening Plan shall: specify the projected date for reopening; the events necessary to achieve

reopening; a time schedule for achieving each milestone necessary to achieve reopening; the methodology for capitalizing the costs of reopening in sufficient specificity to determine whether the milestones are likely to be achieved in the projected time; and such other matters as may be relevant and appropriate for inclusion in the discretion of the Companies. The Companies shall provide an update on the progress of the Reopening Plan development to the Operating Committee at its August and September meetings.

6. Releases. Upon the Termination of this Agreement, or upon acceptance by NCRA of a Reopening Plan, whichever first occurs, the parties hereby waive and forego any claims against each other in connection with or related to , in any way, the Operating Agreement, which may have accrued from and after July 1, 1997 to the Termination Date, including all contractual claims, all tort claims, and all claims for equitable relief.

The parties acknowledge and recognize that they individually or collectively may have claims against the other of which they have no knowledge or suspicion at the time of execution of this Agreement and Release and that claims or facts may be discovered in addition to, or different from those now known to the parties or believed to exist by the parties with respect to the subject matter of this Agreement and Release, but it is the intention of the parties to fully, finally and forever settle and release any and all of the claims, matters, disputes and differences now known or unknown, suspected or unsuspected, which now exist, may exist, or heretofore may have existed against each other relating to the aforementioned claims. In furtherance of this intention, the Release herein given shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of such additional or different claim(s) or fact(s).

The parties are also aware of Section 1545 of the California Civil Code which provides in full as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The parties being aware of California Civil Code § 1542, hereby expressly, knowingly and intentionally waive any rights which they may now have or may have in the future under California Civil Code § 1542, as well as any other statute or common law of similar affect as it relates in any way to rights, claims, liabilities, causes of action, equitable relief, or other legal or civil remedies of any kind relating to the Operating Agreement. The parties understand and acknowledge the significance of this specific waiver of California Civil Code § 1542 and thereby assume full responsibility for any

damages or losses that they each or collectively have incurred or hereafter incur in connection with the facts and claims which are the subject of the aforementioned claims.

Initials of parties: _____

7. **NWPY Officer.** As further consideration of this Agreement, John Darling has agreed to refrain from holding any statutory office such as Chief Executive Officer, Secretary, Treasurer, in NWPY effective immediately and agrees that he will not hold more than ten percent (10%) of the voting power of NWPY at the time any Reopening Plan is approved by NCRA. NWPY shall not permit John Darling to have anything but a passive role as investor, but this provision would not prohibit NWPY entering into a debtor relationship with John Darling or retaining the services of John Darling as a consultant or employee, provided that the duties of any such relationship shall not involve interaction with any public agency, and the solicitation of financing or promotion of investor on behalf of NWPY. NWPY shall announce the retirement of John Darling forthwith. NWPY shall maintain a replacement acting member during its search for a new CEO.

8. **Sonoma County Solid Waste Bid.**

a. NWPY. During the term of the Standstill Agreement, NWPY shall refrain from entering into any exclusive arrangement which would limit its ability to provide quotations on equal footing with other responders to a proposed solid waste contract to be issued by Sonoma County so as to accommodate a bidding requirement that all bidders include a rail component.

b. NCRA. During the term of this Standstill Agreement, NCRA covenants to maintain a policy of utilizing its best efforts to procure a rail haul for the proposed Sonoma County solid waste interim and permanent solution.

9. **NWPY Roster.** Effective immediately, NWPY shall maintain on file with NCRA a roster of its officers and the identities of all of its members.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, and no modification of this Agreement shall be binding upon the party affected unless set forth in writing and duly executed by the party to be charged. Any provision of the original Standstill Agreement or any extensions thereof which are not carried forward in this Restated Agreement are repealed.

11. **Notices.** Notices may be given in the manner provided in the Operating Agreement.

12. Application of Law. This Agreement shall be governed in all respects by the laws of the State of California.

14. Waiver. The waiver by any party of a breach of a provision of this Agreement by another party shall not operate or be construed as a waiver of any subsequent breach by any other party.

15. Severability. If fulfillment of any provision hereof or any transaction related hereto shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be held ineffective, as though not herein contained, and the remainder of this Agreement shall remain operative and in full force and effect.

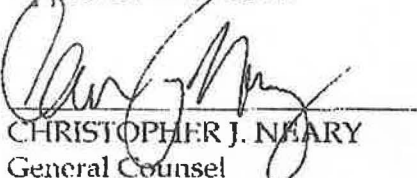
16. Time is of the Essence. Time is agreed to be of the essence of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first herein above written,

NORTH COAST RAILROAD
AUTHORITY, a public agency

By: _____
MITCH STOGNER
Secretary to Board of Directors

Approved as to form:


CHRISTOPHER J. NEARY
General Counsel

NORTHWESTERN PACIFIC RAILWAY
COMPANY, L.I.C, a Colorado limited
Liability Company

By: 
WILLIAM BREMER, President

NORTHWESTERN RAILWAY
ENGINEERING CORP.

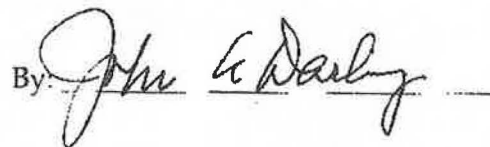
By: 

Exhibit C

Ukiah Daily Journal

617 S. State St
Ukiah, California 95482
(707) 468-3500
sfullbright@ukiahdj.com

3848920

GREAT REDWOOD TRAIL AGENCY
419 TALAMGE RD SUITE M
UKIAH, CA 95482

PROOF OF PUBLICATION (2015.5 C.C.P.)

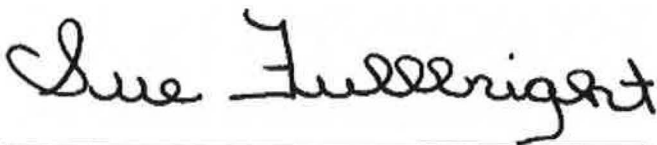
STATE OF CALIFORNIA COUNTY OF MENDOCINO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Ukiah Daily Journal, a newspaper of general circulation, printed and published daily in the City of Ukiah, County of Mendocino and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, under the date of September 22, 1952, Case Number 9267; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

05/15/2022, 05/22/2022, 05/29/2022

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ukiah, California,
May 31th, 2022



Sue Fullbright, LEGAL CLERK

Legal No. 0006668227

6049-22 5-15,22,29/22
STB No. AB 1313 - Notice of Intent to File Application for Adverse Discontinuance of Lease and Operating Authority

Great Redwood Trail Agency ("GRTA"), formerly named North Coast Railroad Authority ("NCRA"), an agency of the State of California, gives notice that on or about June 7, 2022, it intends to file an application seeking permission for the adverse discontinuance of the rail service lease and operating authority held by the Northwestern Pacific Railway Co. ("NWPY") over approximately 174 miles of rail line extending from Milepost 142.5 at Outlet Station to end of line at MP 302.86 near Fairhaven on the Samoa Branch, and including the entireties of the Korblex/Korbel Branch and the Carlotta Branch (hereinafter the "Eureka Line"). The Eureka Line is situated in Mendocino, Trinity and Humboldt Counties, CA, and traverses U.S. Postal Zip Codes 95429, 95595, 95454, 95542, 95560, 95559, 95553, 95571, 95569, 95565, 95562, 95540, 95551, 95537, 95564, 95524, 95521, 95519, 95525, 95521, 95524, 95501, 95503, 95526, 95514, 95511, and 95490. GRTA (formerly named NCRA) owns the Eureka Line. The Federal Railroad Administration embargoed the Eureka Line in 1998 and it has had no rail operations since that time. Although NWPY leased the Eureka Line from GRTA, then named NCRA, in 2001, NWPY has never operated upon it. NWPY terminated all operations in or about September 2001. NWPY's lease was terminated in 2005, and its operating authorities south of MP 142.5 were subsequently transferred to a new lessee (Northwestern Pacific Railroad Company ("NWPCo.")). NWPY's CEO/CFO and agent died in 2010. NWPY no longer exists.

The Eureka Line may contain federally-granted rights-of-way. Any relevant documentation that might come into GRTA's/NCRA's possession will be made available promptly to those requesting it.

The application, when filed, can be viewed following its filing on the Board's website, www.stb.gov, or a copy may be secured from GRTA's/NCRA's representative whose name and address appears below. Based on rulings made by the Board in its decision served in this proceeding on March 4, 2022, this proposed discontinuance will not be subject to offers of financial assistance under 49 U.S.C. 10904 (49 C.F.R. 1152.27 of the Board's rules) or imposition of labor protective conditions under 49 U.S.C. 10903(b)(2). Public use

conditions under 49 U.S.C. 10905 (49 C.F.R. 1152.28 of the Board's rules) and requests for trail conditions under 16 U.S.C. 1247(d) (49 C.F.R. 1152.29) are not applicable in discontinuance proceedings.

Any interested person, after the application is filed, may file with the Board written comments concerning the proposed adverse discontinuance or protests to it. These filings are due 45 days from the date of filing of the application. Persons who may oppose the discontinuance, but who do not wish to participate fully in the process by appearing at any oral hearings, or by submitting verified statements of witnesses containing detailed evidence, should file comments. Persons opposing the proposed discontinuance that do wish to participate actively and fully in the process should file a protest. Protests must contain the party's entire case in opposition including the following: (1) the protestant's name, address and business; (2) the protestant's interest in the proceeding, including a description of the protestant's use of the line or, if protestant does not use the line, information concerning the group or public interest it represents; (3) the protestant's specific reasons why it opposes the application including information regarding its reliance on the involved service; and (4) the protestant's rebuttal of material submitted in the application.

Written comments and protests will be considered by the Board in determining what disposition to make of the application. The commenting party or protestant may participate in the proceeding as its interests may appear.

If oral hearing is desired, the requester must make a request for an oral hearing and provide reasons why an oral hearing is necessary. Oral hearing requests must be filed with the Board no later than 10 days after the application is filed.

The parties filing protests to the proposed discontinuance should be prepared to participate actively either in the oral hearing or through submission of their entire case in the form of verified statements and arguments at the time they file a protest.

Parties seeking information concerning the filing of protests should refer to 49 C.F.R. 1152.25.

Written comments and protests should indicate the proceeding designation, STB Docket AB 1313 and must be filed with the Chief, Section of Administration, Office of Proceedings, Surface Transportation Board, 395 E Street, SW, Washington, DC 20423-0001 no later than 45 days after the application is filed. Please note that the Board currently requests e-filing, for which instructions are provided below. Interested persons may file a written comment or protest with the Board to become a party to this discontinuance proceeding. A copy of each written comment or protest shall be served on the following representative of GRTA, formerly named NCRA: Charles H. Montagne, Law Offi-

ces of Charles H. Montange, 426 NW 162nd St., Seattle, WA 98177, (206) 546-1936.

Written comments and protests may generally be sent to the Board either via the Board's e-filing format or in the traditional paper format. However, the Board currently requests all persons filing documents with the Board use the e-filing format. Any person using e-filing should comply with the instructions found on the Board's www.stb.gov website, at the "E-FILING" link. Any person submitting a filing in the traditional paper format should send the original and 10 copies of the filing to the Board with a certificate of service. Except as otherwise set forth in 49 C.F.R. Part 1152, every document filed with the Board must be served on all parties in this adverse discontinuance proceeding in accordance with 49 C.F.R. 1104.12(a).

The Board's March 4, 2022 decision waived compliance with its environmental and historic review regulations because the Board found that it was unlikely that the discontinuance would result in any environmental impacts or salvage. Accordingly, no environmental or historic assessment will be prepared for this proceeding.

Persons seeking further information concerning discontinuance procedures may contact the Board's Office of Public Assistance, Governmental Affairs and Compliance at (202) 245-0238 or refer to the full discontinuance regulations at 49 C.F.R. Part 1152. Assistance for the hearing impaired is available through the Federal Information Relay Service (FIRS) at 1-800-877-8339. Board decisions and notices are available at the Board's website at www.stb.gov.

Affidavit of Publication

No.

{ Great Redwood Trail Agency
419 Talmage Road, Suite M
{ Ukiah, CA 95482

STATE OF CALIFORNIA
SS.
COUNTY OF TRINITY

Wayne R. Agner of the said County, being duly sworn, deposes and says:

That he is and at all times herein mentioned was a citizen of the United States, over the age of twenty-one years and that he is not a party to, nor interested in the above entitled matter;

That he is the publisher of The Trinity Journal, a newspaper of general circulation published in the Town of Weaverville, County of Trinity, and which newspaper at all times herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the said Town of Weaverville, County of Trinity, for a period exceeding one year next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

May 18, 25, June 1, 2022

I hereby certify under penalty of perjury that the foregoing is true and correct. Executed at Weaverville, California, on the 1st day of June 2022.

Wayne R. Agner
WAYNE R. AGNER
Publisher

AFFIDAVIT OF PUBLICATION OF

PUBLIC HEARING

"Notice of Intent to File Application for
Adverse Discontinuance of Rail Service"

BY TRINITY JOURNAL

See attachment

NOTICE OF INTENT

STB No. AB 1313

Notice of Intent to File Application for Adverse Discontinuance of Lease and Operating Authority

Great Redwood Trail Agency ("GRTA"), formerly named North Coast Railroad Authority ("NCRA"), an agency of the State of California, gives notice that on or about June 7, 2022, it intends to file an application seeking permission for the adverse discontinuance of the rail service lease and operating authority held by the Northwestern Pacific Railway Co. ("NWPY") over approximately 174 miles of rail line extending from Milepost 142.5 at Outlet Station to end of line at MP 302.86 near Fairhaven on the Samoa Branch, and including the entretelles of the Korblex/Korbel Branch and the Carlotta Branch (hereinafter the "Eureka Line"). The Eureka Line is situated in Mendocino, Trinity and Humboldt Counties, CA, and traverses U.S. Postal Zip Codes 95429, 95595, 95454, 95542, 95580, 95559, 95553, 95571, 95569, 95565, 95562, 95540, 95551, 95537, 95564, 95524, 95521, 95519, 95525, 95521, 95524, 95501, 95503, 95526, 95514, 95511, and 95480. GRTA (formerly named NCRA) owns the Eureka Line. The Federal Railroad Administration embargoed the Eureka Line in 1998 and it has had no rail operations since that time. Although NWPY leased the Eureka Line from GRTA, then named NCRA, in 2001, NWPY has never operated upon it. NWPY terminated all operations in or about September 2001. NWPY's lease was terminated in 2005, and its operating authorities south of MP 142.5 were subsequently transferred to a new lessee (Northwestern Pacific Railroad Company ("NWPCo.")). NWPY's CEO/CFO and agent died in 2010. NWPY no longer exists. The Eureka Line may contain federally-granted rights-of-way. Any relevant documentation that might come into GRTA's/NCRA's possession will be made available promptly to those requesting it. The application, when filed, can be viewed following its filing on the Board's website, www.stb.gov, or a copy may be secured from GRTA's/NCRA's representative whose name and address appears below. Based on rulings made by the Board in its decision served in this proceeding on March 4, 2022, this proposed discontinuance will not be subject to offers of financial assistance under 49 U.S.C. 10904 (49 C.F.R. 1152.27 of the Board's rules) or imposition of labor protective conditions under 49 U.S.C. 10903(b)(2). Public use conditions under 49 U.S.C. 10905 (49 C.F.R. 1152.28 of the Board's rules) and requests for trail conditions under 16 U.S.C. 1247(d) (49 C.F.R. 1152.29) are not applicable in discontinuance proceedings. Any interested person, after the application is

filed, may file with the Board written comments concerning the proposed adverse discontinuance or protests to it. These filings are due 45 days from the date of filing of the application. Persons who may oppose the discontinuance, but who do not wish to participate fully in the process by appearing at any oral hearings, or by submitting verified statements of witnesses containing detailed evidence, should file comments. Persons opposing the proposed discontinuance that do wish to participate actively and fully in the process should file a protest. Protests must contain the party's entire case in opposition including the following: (1) the protestant's name, address and business; (2) the protestant's interest in the proceeding, including a description of the protestant's use of the line or, if protestant does not use the line, information concerning the group or public interest it represents; (3) the protestant's specific reasons why it opposes the application including information regarding its reliance on the involved service; and (4) the protestant's rebuttal of material submitted in the application. Written comments and protests will be considered by the Board in determining what disposition to make of the application. The commenting party or protestant may participate in the proceeding as its interests may appear. If oral hearing is desired, the requester must make a request for an oral hearing and provide reasons why an oral hearing is necessary. Oral hearing requests must be filed with the Board no later than 10 days after the application is filed. The parties filing protests to the proposed discontinuance should be prepared to participate actively either in the oral hearing or through submission of their entire case in the form of verified statements and arguments at the time they file a protest. Parties seeking information concerning the filing of protests should refer to 49 C.F.R. 1152.25. Written comments and protests should indicate the proceeding designation, STB Docket AB 1313 and must be filed with the Chief, Section of Administration, Office of Proceedings, Surface Transportation Board, 395 E Street, SW, Washington, DC 20423-0001 no later than 45 days after the application is filed. Please note that the Board currently requests e-filing, for which instructions are provided below. Interested persons may file a written comment or protest with the Board to become a party to this discontinuance proceeding. A copy of each written comment or protest shall be served on the following representative of GRTA, formerly named NCRA: Charles H. Montange, Law Offices of Charles H. Montange, 426 NW 162nd St., Seattle, WA 98177, (206) 546-1936. Written comments and protests may generally be sent to the Board either via the Board's e-filing format or in the traditional paper format. However, the Board currently requests all persons filing documents with the Board use the

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May 18, 25, June 1, 2022

Order Receipt

The Trinity Journal

P.O. Box 340
Weaverville, CA 96093

Phone: 530-623-2055

Fax: 530-623-5382

URL: www.trinityjournal.com

Great Redwood Trail Agency
419 Talmage Road, Suite M
UKIAH, CA 95482

Acct #: 00008018
Phone: (707)463-3280
Date: 05/31/2022
Ad #: 00066302
Salesperson: CS Ad Taker: CS

Class: 1000

Sort Line: STB No. AB 1313 Notice of Inte

Ad Notes: **Send email of affidavit to Hiedy on last
publication date. 5/12/22 VV

Description	Start	Stop	Ins.	Cost/Day	Amount
001 The Trinity Journal	05/18/2022	06/01/2022	3	352.42	1,057.26
d15a Agency 15% Discount					-158.59
003 TrlnityJournal.com	05/18/2022	06/01/2022	3	0.00	0.00

Ad Text:

STB No. AB 1313
Notice of Intent to File Application for Adverse Discontinuance of
Lease and Operating Authority
Great Redwood Trail Agency ("GRTA"), formerly named North Coast
Railroad Authority ("NCRA"), an agency of the State of California,
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rail service lease and operating authority held by the Northwestern
Pacific Railway Co. ("NWPY") over approximately 174 miles of rail line
extending from Milepost 142.5 at Outlet Station to end of line at MP
302.86 near Fairhaven on the Samoa Branch, and including the
entireties of the Korblex/Korbel Branch and the Carlotta Branch

Payment Reference:

Credit Card #0 \$-898.67

Total:	898.67
Tax:	0.00
Net:	898.67
Prepaid:	-898.67
Total Due	0.00

The Times-Standard

PO Box 3580
Eureka, CA 95502
707-441-0571
legals@times-standard.com

3848933

GREAT REDWOOD TRAIL AGENCY
419 TALMAGE ROAD, SUITE M
UKIAH, CA 95482

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of Humboldt

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-mentioned matter. I am the principal clerk of the printer of THE TIMES-STANDARD, a newspaper of general circulation, printed and published daily in the City of Eureka, County of Humboldt, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Humboldt, State of California, under the date of June 15, 1967, Consolidated Case Numbers 27009 and 27010; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit,

05/14/2022, 05/21/2022, 05/28/2022

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Eureka, California,
This 1st day of June, 2022

Robin Imholte

Legal No. 0006668358

STB No. AB 1313 - Notice of Intent to File Application for Adverse Discontinuance of Lease and Operating Authority

Great Redwood Trail Agency ("GRTA"), formerly named North Coast Railroad Authority ("NCRA"), an agency of the State of California, gives notice that on or about June 7, 2022, it intends to file an application seeking permission for the adverse discontinuance of the rail service lease and operating authority held by the Northwestern Pacific Railway Co. ("NWPY") over approximately 174 miles of rail line extending from Milepost 142.5 at Outlet Station to end of line at MP 302.86 near Fairhaven on the Samoa Branch, and including the entireties of the Korblex/Korbel Branch and the Carlotta Branch (hereinafter the "Eureka Line").

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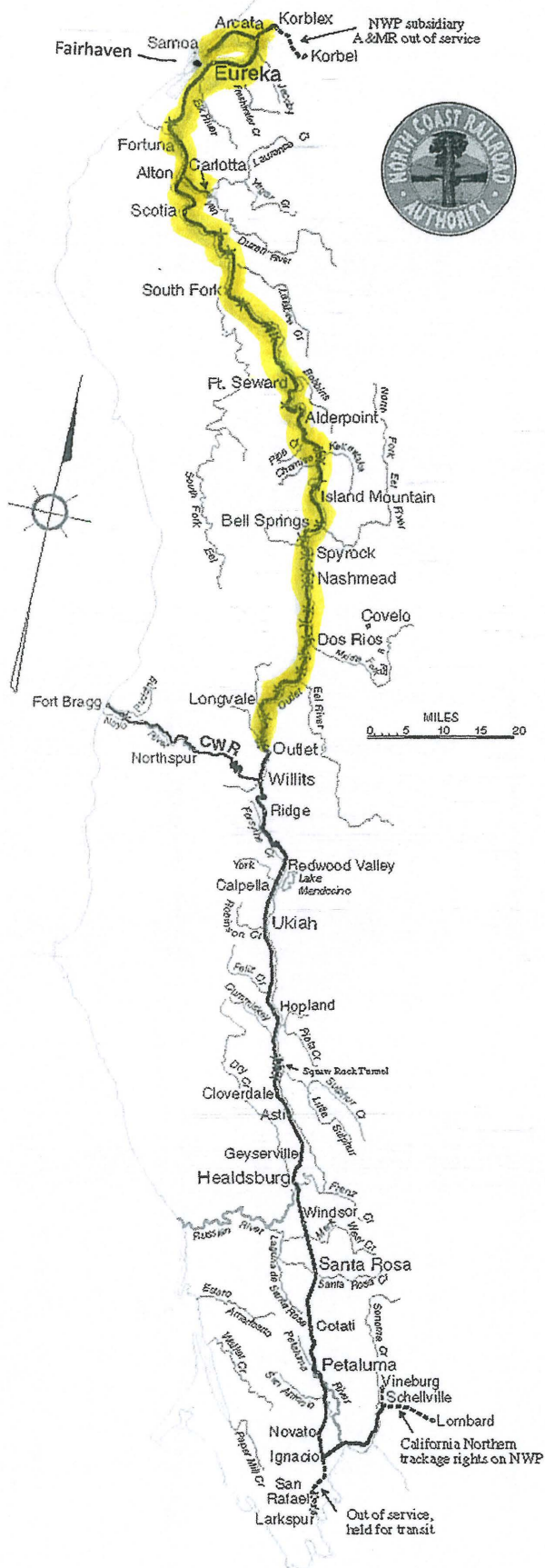
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Persons seeking further information concerning discontinuance procedures may contact the Board's Office of Public Assistance, Governmental Affairs and Compliance at (202) 245-0238 or refer to the full discontinuance regulations at 49 C.F.R. Part 1152. Assistance for the hearing impaired is available through the Federal Information Relay Service (FIRS) at 1-800-877-8339. Board decisions and notices are available at the Board's website at www.stb.gov.
5/14, 5/21, 5/28/2022

Exhibit D



Route map of Northwestern Pacific Railway Co. (NWPY), superimposed on North Coast Railroad Authority (2020) map

(NCRA map from NCRA website)

[Mileposts given as per 2001 Decision Northern endpoints for NWPY Eureka Branch, Korbex Branch and Carlotta Branch]

Fairhaven = MP 302.86

Korbex = MP 295.2

Carlotta = MP 267.7

Outlet = MP 142.5 [Southern Endpoint current NWPY STB authority]

Willits = MP 139.5

Note: GRTA (formerly named NCRA) ownership and authority terminates at the Sonoma/Mendocino County Line at MP 89, near Cloverdale; SMART ownership and authority commences and extends south

Healdsburg = MP 68

Petaluma = MP 38.5

Novato = MP 30

Ignacio = MP 25.6

Lombard/Napa Junction = MP 63.4

(redesignated MP 49.8 S)

[Mileposts approximate]

Exhibit E

Draft Federal Register Notice

STB Docket No. AB 1313

Great Redwood Trail Agency, formerly named North Coast Railroad Authority (an agency of the State of California) – Adverse Discontinuance of Lease and Operating Authority – Northwestern Pacific Railway Company in Mendocino, Trinity and Humboldt Counties, CA

On _____, Great Redwood Trail Agency (“GRTA”), formerly named North Coast Railroad Authority (“NCRA”), an agency of the State of California, filed an application under 49 U.S.C. 10903 asking the Surface Transportation Board (“Board”) to authorize the third-party, or “adverse,” discontinuance of lease and operating authority held by Northwestern Pacific Railway Company (“NWPY”) over approximately 174 miles of rail line extending from Milepost 142.5 at Outlet Station to end of line at MP 302.86 near Fairhaven on the Samoa Branch, and including the entireties of the Korblex/Korbel Branch and the Carlotta Branch (hereinafter the “Line”). The Line is situated in Mendocino, Trinity and Humboldt Counties, CA, and traverses U.S. Postal Zip Codes 95429, 95595, 95454, 95542, 95560, 95559, 95553, 95571, 95569, 95565, 95562, 95540, 95551, 95537, 95564, 95524, 95521, 95519, 95525, 95521, 95524, 95501, 95503, 95526, 95514, 95511, and 95490.

According to GRTA, GRTA owns the Line¹; the Line has been subject to a Federal Railroad Administration embargo since 1998²; GRTA (then named NCRA) leased the Line to NWPY in 2001³; NWPY never provided any rail service on the Line; NWPY ceased rail operations entirely in 2001⁴; GRTA's/NCRA's lease to NWPY for the Line terminated in 2005; GRTA/NCRA subsequently leased the remainder of its lines south of MP 142.5 to another company (Northwestern Pacific Railroad Company or "NWPCo")⁵; NWPY's CEO/CFO and agent died in 2010; and NWPY no longer exists. GRTA accordingly now seeks Board permission through an adverse discontinuance proceeding to terminate NWPY's regulatory authority to lease and operate the Line.

In a decision served in this proceeding on March 4, 2022,, the Board granted a petition filed by GRTA/NCRA for exemptions from several statutory provisions and for waivers of certain Board regulations governing rail line discontinuances.

¹ See North Coast Railroad Authority – Acquisition and Operation Exemption – Eureka Southern Railroad, F.D. 32052 (ICC, served April 23, 1992).

² 63 Fed. Reg. 67976 (Dec. 9, 1998), modified 66 Fed. Reg. 9625 (Feb. 8, 2001), further modified 76 Fed. Reg. 27171 (May 10, 2011). After modifications, the embargo remained in effect north of MP 62.9 near Windsor.

³ Northwestern Pacific Railway Co., LLC –Lease and Operation Exemption – North Coast Railroad Authority, et al., F.D. 33998, served Feb. 6, 2001.

⁴ See 76 Fed. Reg. 27171 (May 10, 2011) (FRA statement).

⁵ Northwestern Pacific Railroad Company – Change in Operators Exemption – North Coast Railroad Authority, Sonoma-Marín Area Rail Transit District and Northwestern Pacific Railway Co., LLC, F.D. 35073, served August 24, 2007, as corrected served August 30, 2007.

Because the Line has been subject to an embargo since 1998, the NWPY lease is terminated, and NWPY is defunct, the Board (as further discussed in its March 4, 2022 decision) has exempted this proceeding from the offer of financial assistance (“OFA”) requirements at 49 U.S.C. 10904 and waived its OFA regulations at 49 C.F.R. 1152.27. The Board treats requests for public use conditions under 49 U.S.C. 10905 (49 C.F.R. 1152.28) and for trail use conditions under 16 U.S.C. 1247(d) (49 C.F.R. 1152.29) as inapplicable in discontinuance proceedings such as this.

All interested persons should also be aware that the Line constitutes NWPY’s entire rail system. Therefore, as discussed in the Board’s March 4, 2022 decision, the Board will not impose labor protective conditions in this proceeding if it grants GRTA’s adverse discontinuance application in this proceeding to terminate NWPY’s operating authority over the Line.

GRTA represents that the Line may contain federally granted rights-of-way. Any documentation in GRTA’s possession will be made available promptly to those requesting it.

GRTA’s entire case in chief for adverse discontinuance was filed with the application.

Any interested person may file written comments concerning the proposed adverse discontinuance or protests (including protestant’s entire opposition case)

by [45 days after the application is filed]. Persons who may oppose the proposed adverse discontinuance but who do not wish to participate fully in the process by submitting verified statements of witnesses containing detailed evidence should file comments. Persons opposing the proposed discontinuance that do wish to participate actively and fully in the process should file a protest, observing the filing, service, and content requirements of 49 C.F.R. 1152.25. GRTA's reply, if any, is due by [60 days after the application is filed].

All filings in response to this notice must refer to Docket No. AB 1313 and must be sent to: (1) Chief, Section of Administration, Office of Proceedings, Surface Transportation Board, 395 E Street, SW, Washington, DC 20423-0001 (the Board prefers e-filing, see below) and (2) Charles H. Montange, Law Offices of Charles H. Montange, 426 NW 162nd St., Seattle, WA 98177, (206) 546-1936.

Filings may be submitted either via the Board's e-filing format or in the traditional paper form. However, the Board currently requests all persons filing documents with the Board to use the e-filing format. Any person using e-filing should comply with the instructions found on the Board's www.stb.gov website, at the "E-FILING" link. Any person submitting a filing in the traditional paper format should send the original and 10 copies of the filing to the Board with a certificate of service. Except as otherwise set forth in 49 C.F.R. Part 1152, every

document filed with the Board must be served on all parties in this adverse discontinuance proceeding in accordance with 49 C.F.R. 1104.12(a).

The Board's March 4, 2022 decision waived compliance with its environmental and historic review regulations because the Board found that it was unlikely that the discontinuance would result in any environmental impacts or salvage.

Accordingly, no environmental or historic assessment will be prepared for this proceeding.

Persons seeking further information concerning discontinuance procedures may contact the Board's Office of Public Assistance, Governmental Affairs and Compliance at (202) 245-0238 or refer to the full discontinuance regulations at 49 C.F.R. Part 1152. Assistance for the hearing impaired is available through the Federal Information Relay Service (FIRS) at 1-800-877-8339. Board decisions and notices are available at the Board's website at www.stb.gov.

Draft Federal Register Notice

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Exhibit F

BEFORE THE SURFACE TRANSPORTATION BOARD

The Great Redwood Trail Agency)
formerly North Coast Railroad Authority,)
(An Agency of the State of California))
-- Adverse Discontinuance of Lease) AB 1313
and Operating Authority—)
Northwestern Pacific Railway Co.,)
In Humboldt, Trinity and Mendocino Counties, CA)

State of California ss.
County of Sonoma

Verification

I, Mitch Stogner, makes oath and says that he is the Executive Director of the Great Redwood Trail Agency ("GRTA"), the Applicant herein, which was formerly named the North Coast Railroad Authority ("NCRA"); that he is authorized by the Applicant to verify and file with the Surface Transportation Board the foregoing application in STB AB 1313; that he has carefully examined all the statements in the application as well as the exhibits attached thereto and made a part thereof; that he has knowledge of the facts and matters relied upon in

the application; and that all representations set forth in the Application are true and correct to the best of his knowledge, information and belief.

Mitch Stogner

Mitch Stogner, Executive Director,
Great Redwood Trail Agency, formerly
North Coast Railroad Authority

Subscribed and sworn to before me Kimberly A Richards in and for the State and County above named, this 6 day of June 2022.

My commission expires: 2/21/26

