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ENTERED
Office of Proceedings
October 15, 2022
Part of
Public Record

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October 15, 2022

VIA E-FILE

Cynthia T. Brown
Chief of the Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington DC 20423-0001

Re: North Coast Railroad Authority – Abandonment Exemption – In Mendocino, Trinity, and Humboldt Counties, Cal., AB-1305X.

Mendocino Railway's Offer of Financial Assistance

Dear Ms. Brown:

Mendocino Railway ("MR") hereby submits Mendocino Railway's Offer of Financial Assistance ("OFA"). The filing fee of \$2,000.00 has been paid on pay.gov. Because MR's OFA contains non-public, and highly confidential information, MR is filing both a public version and a highly confidential version of its filing. In the public version, Attachment A – Shipper Letter to Appendix 2, Verified Statement of Robert Jason Pinoli, is withheld as well as Appendices 3A and 5 containing financial account information for Mendocino Railway. If there are any questions concerning this e-filing, please contact me by telephone at (202) 663-7831 or by e-mail at czorbaugh@bakerandmiller.com. If I am unavailable, you may contact William A. Mullins, who can be reached at (202) 663-7823 or by e-mail at wmullins@bakerandmiller.com.

Sincerely,

/s/ *Crystal M. Zorbaugh*

Crystal M. Zorbaugh
Attorney for Mendocino Railway

Enclosures

cc: Parties of Record

FEE RECEIVED
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SURFACE TRANSPORTATION BOARD

FILED
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BEFORE THE
SURFACE TRANSPORTATION BOARD

AB 1305X

**NORTH COAST RAILROAD AUTHORITY – ABANDONMENT EXEMPTION – IN
MENDOCINO, TRINITY, AND HUMBOLDT COUNTIES, CA**

MENDOCINO RAILWAY’S OFFER OF FINANCIAL ASSISTANCE

BACKGROUND

As the Board is aware, on June 14, 2022, Mendocino Railway (“MR” or “Petitioner”) filed a Petition to Toll the Date that an Offer of Financial Assistance Must be Filed (“Petition”)¹ after (1) MR filed a Notice of intent to file an Offer of Financial Assistance (“OFA”) on May 31, 2022, (2) Great Redwood Trail Agency, formerly named North Coast Railroad Authority (“GRTA/NCRA”) failed to timely respond to MR’s May 31, 2022 request (“May 31st Letter”) pursuant to 49 C.F.R. § 1152.27(a) for information required for formulating and submitting an OFA (“OFA Letter”), and (3) the Board by decision served June 10, 2022, found that MR “made the required showing of preliminary financial responsibility ... (notwithstanding that MR may have overstated the necessary preliminary financial responsibility amount).” See North Coast Railroad Authority – Abandonment Exemption – In Mendocino, Trinity, and Humboldt Counties, CAL, AB1305X (STB served June 10, 2022) (“June 10th Decision”). On June 15, 2022, GRTA/NCRA filed the GRTA/NCRA Reply to Mendocino Railway and Motion to Modify Deadline to Respond to OFA (“GRTA/NCRA June Motion”), asking the Board to rewrite the Board’s OFA rules to give GRTA/NCRA the opportunity to reply to any OFA brought by MR prior to the Board rendering a decision on whether or not to

¹ Petitioner requested that the period within which to file an OFA be 60 days from the original effective date of the Board’s notice of exemption or until 30 days after receipt by MR of the 49 C.F.R. § 1152.27(a) information MR has requested, whichever is later.

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accept any OFA brought by MR. On June 22, 2022, MR replied in opposition to the GRTA/NCRA. On June 24, 2022, the Director of the Office of Proceedings denied the reply period sought in the GRTA/NCRA June Motion while recognizing consistent with established precedent that the Board's regulations reflect Congress's enactment of strict time limits for the OFA process, and as such do not provide for replies to the filing of an OFA. See Great Redwood Trail Agency – Abandonment Exemption – In Mendocino, Trinity, and Humboldt Counties, CAL, AB-1305X (STB served June 24, 2022) (“June 24th Decision”). The June 24th Decision also tolled MR's due date for filing an OFA until August 18, 2022, or 30 days after GRTA/ NCRA notifies the Board in writing that it has provided MR with the requested information, whichever is later.

MR provided the Board an update on August 18, 2022, which explained that MR continued to wait on GRTA/NCRA's compliance to provide the information required pursuant to 49 C.F.R. § 1152.27(a). Over three months after MR's initial request for information, GRTA/ NCRA filed a purported Certification of Filing and Service of Information Required Pursuant to 49 C.F.R. § 1152.27(a) on September 15, 2022, causing the deadline for MR's OFA to shift to thirty days from September 15, 2022 (“GRTA/NCRA OFA Response”). Five days later, on September 20, 2022, GRTA/ NCRA served a Request for the Production of Documents By Great Redwood Trail Agency to Mendocino Railway as OFA Applicant (“Discovery Requests”) and a Motion for Protective Order (“Motion”). MR jointly replied to both the Discovery Requests and the Motion on October 11, 2022 (“MR REPLY”). The MR REPLY was straightforward: (1) GRTA/ NCRA has not established a need or relevancy for discovery, and as such, MR objected to GRTA/NCRA's Discovery Requests in its entirety, and (2) while MR agreed with GRTA/ NCRA that a protective order was necessary, the protective order proposed by GRTA/ NCRA was inappropriate; thus, MR respectfully requested that the Board adopt an alternative Protective Order proposed by MR. On

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October 13, 2022, the Board granted a protective order. In this filing, pursuant to the requirements of 49 C.F.R. § 1152.27, MR hereby tenders it OFA.

OFFER OF FINANCIAL ASSISTANCE

Pursuant to the June 10th Decision and the June 24th Decision, MR respectfully offers to purchase the entire 13 miles of the GRTA/NCRA system namely, from MP 139.5 (Commercial Street in Willits) to MP 152.5 (the “GRTA/NCRA Line”) that GRTA/NCRA proposes for abandonment in the above-captioned proceeding. MR is prepared to pay \$5,483,039.00² to purchase the entire GRTA/NCRA Line, but believes that the Board should set the price at \$4,399,095.00³ based on the evidence presented herein. Alternatively, MR has proposed a compromise, pursuant to which the Board, could allow GRTA/NCRA to keep all land it owns (in excess of the 50-foot right-of-way (“ROW”) necessary for rail service) for the development of its desired Great Redwood Trail; should the Board, elect that option, MR’s purchase price should be either \$1,895,213.00⁴ or \$1,695,625.00.⁵ In proposing this compromise, MR wants to be crystal clear that while MR is seeking to acquire the entirety of the ROW proposed for abandonment, should the Board wish to allow GRTA/NCRA to retain the excess portion of the ROW that is unnecessary for rail service, and allow the corridor to be used for both rail *and* a trail, MR would be open to acquiring less than

² Estimated NLV of the ROW if all deeds are corroborated and no acreage is found to be reversionary. See Appendix 1 – RII Appraisal Report, at 6.

³ Estimated NLV of the ROW based on deeds discovered so far with reversionary language, applying a 24.66% reduction to total acreage. Id.

⁴ Estimated NLV for only a 50-foot ROW for the same 13 miles if proven that no portions include reversionary or easement land. Id.

⁵ Estimated NLV for only a 50-foot ROW for the same 13 miles applying a 24.66% assumption to all acreage based on the reversionary acreage already revealed in the 15 deeds (out of 59) discovered and reviewed is approximately \$1.7 million. Id.

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the entire width of the ROW⁶ The Verified Statement of Robert Jason Pinoli (“Pinoli VS”)⁷ supports in details MR’s vision for acquiring less than the entire width of the ROW, which would be a win-win for both rail supporters *and* the GRTA/NCRA’s trail supporters, without forevermore cutting this portion of California off from the interstate railroad network.

To submit an OFA, an offeror must set forth its offer in detail and meet the requirements for the contents of an offer found at 49 C.F.R. § 1152.27(c)(1)(iv).

A. Identify the Line in Question

MR offers to purchase pursuant to an OFA 13 miles of the GRTA/NCRA system, from MP 139.5 (Commercial Street in Willits) to MP 152.5 (referred to herein as the GRTA/NCRA Line) that GRTA/NCRA proposed for abandonment in the above-captioned proceeding, including all appurtenances, signals, communications equipment, real property interests, all other track materials, and any other real property necessary to conduct common carrier service over the GRTA/NCRA Line.⁸

B. Financial Responsibility of Offeror

Attached to this OFA as **Appendix 3A** is a copy of a financial statement ending September 30, 2022, bank confirmation of the funds in the SRC account as of October 14, 2022, and a letter from MR’s Chief Financial Officer explaining the SRC family’s accounting practices. **Appendix**

⁶ MR is aware that the Board typically disfavors the selective parceling approach to an OFA and that it constitutes grounds for rejecting the OFA. See Consolidated Rail Corporation – Abandonment Exemption – In Philadelphia, PA, et. AL, 2012 STB Lexis 105 (STB served March 14, 2012). MR is further aware that requiring a carrier to sell less than the entire width of the ROW can leave the railroad with a liability in the form of unwanted, unproductive land. *Id.* To be clear, MR is willing to buy the entirety of the GRTA/NCRA Line but understands that the Board could find very well find that compelling reasons exist, which warrant preserving both rails *and* trails. If the Board so decides, MR is open to negotiations towards that outcome and as stated in the Pinoli VS (on page 13) MR is willing to engage in Board-sponsored mediation if the Board believes that Board-sponsored such mediation could result in a successful rail-to-trails arrangement, allowing both MR and GRTA/NCRA to get what they want.

⁷ See Appendix 2 – Verified Statement of Robert Jason Pinoli.

⁸ MR is also acquiring 5.69 additional miles of siding and yard tracks in/near the Willits Yard to preserve the existing connection to the MR Line.

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3A is filed under seal subject to the Protective Order. **Appendix 3B** contains proof of insurance for MR. Collectively, Exhibit 3A (in connection with 3B) demonstrates that MR is financially responsible, and that MR has, or within a reasonable time will have, the financial resources to fulfill its proposed contractual obligations.

C. Explanation of Disparity Between Offer and Applicant's Estimate

The difference between GRTA/NCRA's estimated minimum purchase price of \$10,375,00.00 and MR's estimated minimum purchase price is extensive. MR's estimated minimum purchase price is \$5,483,039.00⁹ (including the appraisal and Net Liquidation Value ("NLV") and also assuming that all fee simple interests purportedly owned by GRTA/NCRA are validated by the Board as actually being owned in fee. The reason for the disparity is simple: most of the GRTA/NCRA OFA Response (financial evidence) is fatally flawed.

First, GRTA/NCRA's evidence is flawed in that it does not comport with Board requirements outlined in 49 C.F.R. § 1152.27 and 49 C.F.R. § 1152.34 concerning its application of NLV and the across-the-fence ("ATF")¹⁰ methods in determining its valuation. Second, while GRTA/NCRA's minimum purchase price was based on two components: an appraisal and NLV for the rail underlying the GRTA/NCRA Line, both components of its calculation were artificially inflated and were not done in accordance with applicable Board regulations and established

⁹ See Appendix 1 – RII Appraisal Report, at 37.

¹⁰ See CSX Transportation, Inc. – Abandonment Exemption – In Laporte, Porter, and Starke Counties, IN, AB-55 (Sub-NO. 643X), at 2 (STB served April 30, 2004) (holding 49 CFR 1152.27(a)(3) requires the railroad in exemption proceedings to provide, upon a request for information by a party considering an OFA, ". . . at a minimum[,] the carrier's estimate of the net liquidation value of the line, with supporting data reflecting available real estate appraisals, [and] assessments...."); see also Abandonment and Discontinuance of Rail Lines and Rail Transportation Under 49 U.S.C. 10903 (49 CFR Parts 1105 and 1152), EP 537 (STB served Dec.. 24, 1996) ("Dec. 1996 Policy Statement") (recognizing in calculating the NLV for the Forecast Year, no asset on the line shall be excluded from the determination of NLV because it contributes negatively to that value, i.e., the removal costs exceed the market value after removal. All such assets shall be included in the NLV determination if the carrier is required by law to remove them or if the carrier intends to remove them, even if it is not required to do so. The parties shall fully support and explain the exclusion for net liquidation purposes of all assets having a negative salvage value).

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precedent. Third, GRTA/NCRA's maintenance and rehabilitation costs are both overstated because GRTA/NCRA erroneously purport that the GRTA/NCRA Line must be rehabilitated and maintained at Class I status. Fourth, while in the future the shipper that MR intends to serve would prefer through line service to Fort Bragg, California, upon MR reopening Tunnel #1, the shipper's immediate concern and the Board's focus in this proceeding are whether service over the subject line (the GRTA/NCRA Line) from his facility to MP 139.5 at Willits, California, should be preserved; thus, GRTA/NCRA's attempts to further aggrandize and transform MR's financial responsibility into total financial responsibility (based on the GRTA/NCRA Line and MR Line) is not only unnecessary but wholly inconsistent with established precedent.

The first fatal flaw in the GRTA/NCRA OFA Response is that GRTA/NCRA's appraiser, Bender Rosenthal ("BRI"), fails to properly apply NLV and ATF in calculating its real estate valuation. Attachment C to the GRTA/NCRA OFA Response is a BRI Appraisal Report, Dated September 14, 2022 ("BRI Appraisal").¹¹ On page i, the BRI Appraisal claims the "purpose of the appraisal assignment is to provide an opinion of the market value of the corridor using the segment based approach and will be using the ATF method for the appraisal." While the land was at least valued by an official appraiser using USPAP standards, the appraiser failed to understand or to have experience in ROW valuations, including the need to make property feature adjustments and to account for liquidation costs.¹² BRI simply determines a rounded market value for the land, which does not reflect adjustments needed to account for removal, sale, transportation of materials on the land, or sale of the underlying real estate.¹³ The market value for the real estate on page 29/195 and

¹¹ GRTA/NCRA OFA Response at 23/195.

¹² While federal appraisals are supposed to employ USPAP standards of investigation in terms of inspection and details related to the information analyzed), the appraisal is not only rampant with assumptions (see Elkin VS at 3) and borderline misleading, but fails to disclose any relationship between the appraiser (BRI) and the entity for which it did the work (GRTA/NCRA).

¹³ GRTA/NCRA OFA Response at 29/195.

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page 88/195 of the GRTA/NCRA OFA Response remains \$6,725,00.00 throughout the BRI Appraisal and is restated on page 12 of the legal comments. BRI's failure to calculate NLV and offset costs necessary to sell the real estate makes the Railroad Industries Incorporated New Liquidation Value Northwestern Pacific Railroad MP 139.5 – MP 152.5 ("RII Appraisal Report") (which considers NLV costs for the GRTA/NCRA Line and the Willits Yard in establishing the valuation) the best evidence in the record for the Board to use to establish the estimated minimum purchase price. Because the BRI Appraisal fails to comply with the requirements of 49 C.F.R. § 1152.27 and 49 C.F.R. § 1152.34, established precedent, and the Dec. 1996 Policy Statement, the valuation proposed by GRTA/NCRA is unreliable and should be rejected by the Board.

The second series of flaws compound BRI's errors in its BRI Appraisal. As explained in the Pinoli VS, the Verified Statement of Bradley J. Elkin ("Elkin VS"), and the RII Appraisal Report, the GRTA/NCRA real estate and NLV evidence were done improperly, and these errors artificially inflate the purchase price by, at a minimum of, approximately \$2.3 and \$3.4 million, respectively.¹⁴

In GRTA/NCRA OFA Response, GTRA/NCRA had an obligation to provide MR with the relevant documents supporting their financial evidence. Because GRTA/NCRA did not honor that obligation, MR has done its best to use the limited evidence GRTA/NCRA did provide as well as other publicly available information to undermine the credibility of their evidence. As the Board is aware, there is a tight window to file an OFA once financial information is provided. Only in the past week did MR realize the full inadequacy of the GRTA/NCRA OFA Response, which MR summarizes herein.

As explained in the Elkin VS, the BRI Appraisal was not based on "evidence" that the property was owned fee simple, or even real estate expert opinion that there were 221.39 ± acres

¹⁴ See GRTA/NCRA OFA Response at 11/195 and BRI Appraisal at 39/195

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held in fee simple. Rather, the BRI Appraisal was based entirely on unsupported and/or unverified allegations from GRTA/NCRA's STB counsel, baldly claiming – without any support - that GRTA/NCRA owns 221.39± acres in fee simple.¹⁵ While GRTA/NCRA admitted to BRI that portions of the 13-mile GRTA/NCRA Line are owned in easement, the total acreage asserted by GRTA/NCRA to be owned fee simple exceeds the total acreage calculated by Mr. Elkin and Mr. Pinoli *for the entire GRTA/NCRA Line* as reflected in the ICC valuation maps. Also troubling is the fact that while GRTA/NCRA's STB counsel warrants the quality of title based on his review of the deeds, Mr. Montagne inexplicably failed provide those deeds not only to MR but also to GRTA/NCRA's own appraisers. *Id.* at 5. GRTA/NCRA has also made several conflicting statements about the GRTA/NCRA Line including that today the ROW is generally 60 feet wide.¹⁶

Given the ROW depicted on the ICC valuation maps, one can only wonder if GRTA/NCRA has already sold portions of its underlying ROW without seeking STB abandonment authority. Particularly given prior statements and analysis in support of the Great Redwood Trail acknowledging or otherwise indicating that the entire line proposed for abandonment and conversion into a trail is riddled with property interests that may reduce fee ownership. See Great Redwood Trail, Feasibility, Governance, and Railbanking Report, Component of SB 1029 Task Force Assessment, July 2020 (acknowledging information has been gathered “indicating that within the rail corridor there are more than 2,500 recorded transactions that have occurred between 1871 and 1990 that range in size from less than 15 square feet to several hundred acres and that more than 150 grantees hold property rights to over 30,000 acres of land within the ROW through agreements, leases, deeds, resolutions or ordinances, licenses, and quitclaims. *Id.* at 9.

¹⁵ See Appendix 4 - Elkin VS at 4.

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Ultimately, Mr. Elkin explains that he was despite his best efforts only able to obtain and review (15) of the GRTA/NCRA's recorded instruments/deeds, totaling approximately 144 acres, in time for his verified statement. Mr. Elkin's review determined that at least four of the (15) deeds indicated less than fee ownership due to use limitations and revisionary interests. These four deeds total 61.39 acres worth of land that should not be characterized as fee ownership based on the commonly accepted meaning of the term and the verified statement of GRTA/NCRA's own expert, BRI.

Based on Mr. Elkin's findings, the RII Appraisal recommends that the Board apply a 24.66% reduction to the remaining acreage and establish a purchase price of \$4,399,095, of which \$3,313,241.00 would compensate GRTA/NCRA for whatever interest it actually owns and transfers to MR pursuant to a quit claim deed. As the Board is aware, established agency policy is to assign no value to rail easements in determining the net liquidation value of a line in OFA proceedings. See Railroad Ventures, Inc. – Abandonment Exemption – Between Youngstown, OH and Darlington, PA, In Mahoning and Columbiana Counties, OH, and Beaver County, PA, AB-556 (Sub-No. 2X) (STB served March 3, 2000) (stating in FN 9 that “[w]e assign no value to rail easements in determining the net liquidation value of a line in OFA proceedings.”) A 24.66% reduction would be fully consistent with precedent. Whereas allowing GRTA/NCRA to remedy its bad faith litigation strategy and correct its deficient production of required evidence would give GRTA/NCRA another bite at the apple and encourage future abandoning carriers to likewise ignore their obligations to provide financial information because they will know that they can just wait to see if they disagree with the number the OFA comes up with and if they don't like those numbers, *only then* produce what they were required to have produced in the first place, forcing the OFA offeror to then go to the extra time and expense of redoing its analysis and refileing its OFA

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MR and its experts have done their best to arrive at a number that reasonably and as accurately as possible compensates GRTA/NCRA for the NLV of the real estate it is being forced to sell. While MR is prepared to pay \$5,483,039.00¹⁷ to purchase the entire GRTA/NCRA Line, MR believes that the Board should set the price at \$4,399,095.00¹⁸ based on the evidence and argument presented by MR. Unless of course, the Board accepts MR's compromise and allows GRTA/NCRA to keep for its desired Great Redwood Trail the excess property that is not necessary for rail service. In that case, MR's purchase price should be either \$1,895,213.00¹⁹ or \$1,695,625.00.²⁰

Similar to unreliability of GRTA/NCRA's valuation, GRTA/NCRA's NLV's evidence is equally unreliable for the reasons explained in the RII's Appraisal Report and the Pinoli VS. MR's estimates for the Net Liquidation Value ("NLV") of the segment of track milepost 139.5 to milepost 152.5 (the "Line") is \$1,085,854. See p. 4 of the RII Appraisal Report.

The NLV calculated by Mr. Hunter is more reliable and based on more detailed analysis than the estimate/analysis David Anderson of American Rail Engineers ("ARE") performed on behalf of GRTA/NCRA ("ARE NLV Report"). For starters, Mr. Anderson's \$3,650,000 for NLV is stated to rely on vague field visits (nonattributable to specific dates) to get an overall assessment of the rail, other track materials, ties, and ballast. See p. 1 of ARE NLV Report. Mr. Anderson's summary of the field assessment results is also far more limited than the detailed descriptions in RII's Appraisal Report. Take, for example, Mr. Anderson, on behalf of GRTA/NCRA, stating that,

¹⁷ Estimated NLV of the ROW if all deeds are corroborated and no acreage is found to be reversionary. See Appendix 1 – RII Appraisal Report, at 6.

¹⁸ Estimated NLV of the ROW based on deeds discovered so far with reversionary language, applying a 24.66% reduction to total acreage. Id.

¹⁹ Estimated NLV for only a 50-foot ROW for the same 13 miles if proven that no portions include reversionary or easement land. Id.

²⁰ Estimated NLV for only a 50-foot ROW for the same 13 miles applying a 24.66% assumption to all acreage based on the reversionary acreage already revealed in the 15 deeds (out of 59) discovered and reviewed is approximately \$1.7 million. Id.

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“spot checks of rail size confirmed the rail to be primarily 112 lb. in fair condition with few burn marks found. In comparison, Mr. Hunter, on behalf of MR, indicated that the Line was thoroughly inspected on July 8, 2022, and provided a detailed track chart inventory for the Line. Mr. Hunter’s rail inventory included specific lengths of track (in feet) corresponding to different track weights, gives the condition of the track (by segment and provides an extremely detailed summary for each of the sections presented. See p. 19 of the RII Appraisal Report. Mr. Anderson, by comparison, admits that “[t]rack charts were used to identify the various rail sizes on the property.” While Mr. Hunter’s far more thorough analysis (relying on his July 8, 2022, inspection) resulted in a Total Gross Tons for Rail of 2,430.30, Mr. Anderson’s reference to track charts, resulted in a Total Gross Tons calculation of 3,132.57. Id.; see p. 2 of ARE NLV Report. While the total mileage was not too far apart, (18.27 miles in the ARE NLV Report versus 18.69 miles in the RII Appraisal Report), Mr. Hunter broke the mileage down extensively, with nine different weight classes ranging from 90 lb. to 136 lb. Id. Mr. Anderson, on the other hand, in his ARE NLV Report provided only an average unit weight of 109.14 without providing any basis for such a computation. See p. 2 of ARE NLV Report.

Moreover, Mr. Anderson in the ARE NLV Report relies solely on values quoted by Omaha Track, Chicago, Illinois, and quotes Scrap / GT delivered as \$625.00 and Wholesale Relay / GT as \$975.00. Id. As price quotes for scrap or salvaging rail, other track materials, and ties can vary, MR finds Mr. Hunter’s approach in RII’s Appraisal Report more reasonable and thorough as it developed an average price per ton for scrap and relay by collecting quotes from several sources and considering both rail weight and condition. See p. 15 of RII’s Appraisal Report.

Lastly, as explained in the Pinoli VS, there are two further problems with the ARE NLV Report and the way it calculates GRTA/NCRA’s NLV. One is that the scrap prices market is highly

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volatile and fluctuates greatly depending on location and period.²¹ The other is even more concerning, namely that:

ARE treats all rail and ties as relay quality. This track has been sitting unused for two or more decades. Although there is a small portion still in relay quality, I have no idea how they can call the rest of it “relay condition,” particularly given that ARE only conducted some spot checks. Since no details were provided regarding their inspection or itemization of which components are in what condition, we suspect that these were extraordinary desktop assumptions vs. inspected condition. You can see how that factor alone makes the largest impact on the overall track value.²²

Collectively, the evidence and analysis in RII’s Appraisal Report as supplemented by the Pinoli VS, greatly undermines the analysis provided in the ARE NLV Report and makes MR’s evidence the most reliable evidence in the record.

The third fatal flaw is that GRTA/NCRA’s maintenance and rehabilitation costs are grossly overstated because GRTA/NCRA erroneously bases its analysis on the GRTA/NCRA Line being rehabilitated and maintained at Class I status as explained in depth in the Pinoli VS. Put simply, GRTA/NCRA did not consider whether the GRTA/NCRA Line could be operated at any track status other than Class I. In effect, GRTA/NCRA wants MR to be forced to unnecessarily build the equivalent of a mansion when a smaller cabin would be sufficient for MR’s and its shippers’ needs.²³

As the predecessor to the STB, the Interstate Commerce Commission (“ICC”) recognized in its 1982 policy statement for abandonment purposes the applicant carrier shall

²¹See Appendix 2 - Pinoli VS at 9.

²² Id.

²³ Id. at 7.

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project the amounts necessary to permit efficient operations over the line segment.²⁴ In making its projection of rehabilitation costs, the ICC directed applicants to consider (i) the cost to attain the lowest operationally feasible track level, (ii) the cost to attain the rehabilitation level resulting in the lowest operating and rehabilitation expenditures, or (iii) the cost to attain the rehabilitation level resulting in the lowest loss, or highest profit, from operations. The Board has previously rejected OFA rehabilitation evidence that sought to include excessively overstated rehabilitation costs. See Boston and Maine Corporation – Abandonment – In Hartford and New Haven Counties, CT; Springfield Terminal Railway Company –Discontinuance of Service – In Hartford and New Haven Counties, CT, AB-32 (Sub-NO. 83), AB-355 (Sub-No. 23), 1998 STB Lexis 213 (ICC served April 22, 1998) (disallowing overstated rehabilitation cost which included more ties than necessary, used larger ties than required; and used new instead of relay ties after recognizing that per Class I status applicants proposed an excessive tie replacement rate of 1,000 ties per mile.)

MR is not sure whether this flaw was intentional by GRTA/NCRA, to artificially drive up maintenance and rehabilitation costs, or whether GRTA/NCRA's counsel confused the regulatory requirements for a subsidy brought in response to a discontinuance with an abandonment offer to purchase. Either way, the end result is the same, GRTA/NCRA significantly overstates maintenance and rehabilitation costs by as much as \$13,601,327.00.²⁵ The MR team, in preparation for the OFA, conducted a "boots on the ground" inspection of the *entire* 13-mile GRTA/NCRA Line, which was found to be generally in suitable condition as demonstrated by the photos included in the NWP Line Report.²⁶ Based on MR's thorough inspection, it is estimated that it would cost no more than

²⁴ Revision of Abandonment Regulations (49 CFR 1152), EP 274 (Sub-No. 5), 1983 ICC LEXIS 10 at 22 (ICC served Nov. 16, 1983).

²⁵ See Appendix 2 - Pinoli VS at 8.

²⁶ Id. at 33, Attachment D-NWP Line Report, October 3, 2022.

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\$7,242,814.00 to rehabilitate the track to excepted status and no more than an additional \$1,652,640.00 (or a total of \$8,895,454.00)²⁷ to rehabilitate the track to Class I status. As previously noted, unless otherwise required by the Board, MR would commence operating the track in excepted status and gradually bring the GRTA/NCRA up to Class I status as traffic warranted doing so. Lastly, the shipper is aware that MR, with the assistance of its parent company, Sierra Railroad Company, and its sister company, Sierra Northern Railway, could not offer service tomorrow, but MR is prepared to dedicate resources to rehabilitating the GRTA/NCRA Line and begin offering service within a year.²⁸

The fourth and final flaw in GRTA/NCRA's analysis is that it assumes for whatever reason that just because GRTA/NCRA did not believe it made economic sense to operate the GRTA/NCRA Line as a stand-alone railroad, no other railroads or would-be shippers can disagree. The GRTA/NCRA's argument does not hold water. While in the future the shipper that MR intends to serve over the GRTA/NCRA Line would prefer through-line service to Fort Bragg, California (upon MR reopening Tunnel #1), the shipper's immediate concern and the Board's focus in this proceeding is whether service over the subject line (the GRTA/NCRA Line itself, and only the GRTA/NCRA Line) from his facility to MP 139.5 at Willits, California, should be preserved; thus, GRTA/NCRA's attempts to further aggrandize and transform MR's financial responsibility into total financial responsibility (based on the GRTA/NCRA Line and the MR Line) is not only unnecessary but wholly inconsistent with established precedent.

The Board has previously rejected attempts in OFAs to expand the scope/analysis beyond the rail line proposed for abandonment and to be acquired pursuant to an OFA, finding that an OFA

²⁷ Id. at 88, Attachment E-Assessment and Calculation of Track Rehab.

²⁸ Id. at 12.

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should only concern the rail line/land subject to an abandonment proceeding/OFA and not the rail lines/railroad of the offeror. See Norfolk and Western Railway Company – Abandonment Exemption – Between Kokomo and Rochester in Howard, Miami, and Fulton Counties, In the Matter of a Request to Set Terms and Conditions, AB-290 (Sub-No. 168X) (The Board accepted the offerors’ land value as the valuation by N&W included land which was not part of the abandonment or OFA); see also Owensville Terminal Company, Inc. – Abandonment Exemption – In Gibson and Posey Counties, In Request to Set Terms and Conditions, AB -477 (Sub-No. 2X) (January 16, 1998) (The Board did not accept land outside the operating ROW in its restatement of the NLV for the line). To be clear, MR already owns the MR Line and there is no reason for the Board to evaluate it in connection with MR’s OFA.

Ultimately, as required, MR’s financial responsibility is based on two components: an appraisal and a NLV for the GRTA/NCRA Line. For the reasons explained above and elaborated upon in Appendix 1 – RII Appraisal Report proposes four options for setting the purchase price.

Option 1 - Estimated NLV of the ROW based on deeds discovered so far with reversionary language, applying a 24.66% reduction to remaining acreage:

Track Components = \$1,085,854

ROW Real Estate = \$3,313,241

Total = \$4,399,095²⁹

Option 2 - Estimated NLV of the ROW if all deeds are provided and no additional acreage is found to be reversionary:

Track Components = \$1,085,854

ROW Real Estate = \$4,397,285

Total = \$5,483,039³⁰

Option 3 - Estimated NLV for only a 50-foot ROW for the same 13 miles if proven that no portions include reversionary or easement land:

Track Components = \$1,085,854

ROW Real Estate = \$ 809,359

Total = \$1,895,213³¹

²⁹ See Appendix 1 – RII Appraisal Report, at 6.

³⁰ Id.

³¹ Id.

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Option 4 - Estimated NLV for only a 50-foot ROW for the same 13 miles applying a 24.66% assumption to all acreage based on the reversionary acreage already revealed in the 15 deeds (out of 59) discovered and reviewed:

Track Components = \$1,085,854

ROW Real Estate = \$ 609,771

Total = \$1,695,625³²

MR is prepared to pay \$5,483,039.00³³ to purchase the entire GRTA/NCRA Line but believes that based on the evidence presented the Board should set the price at \$4,399,095.00.³⁴

D. Demonstrate Offeror has Placed in Escrow with a Reputable Financial Institution Funds Equaling 10% of the Preliminary Financial Responsibility Amount Calculated Pursuant to Paragraph (c)(1)(ii)

Attached to this Offer as Appendix 5 is a receipt showing \$62,378.00 has been placed in escrow at Capital City Escrow, Inc. in Sacramento, California. Based on the June 10th Decision pointing out that MR appears to have overstated the necessary preliminary financial responsibility amount, MR revisited the regulation at 49 C.F.R. § 1152.27(c)(1)(ii), which states as applicable here:

If they seek to purchase, the preliminary financial responsibility amount shall be the sum of the rail steel scrap price per ton (dated within 30 days of the submission of the expression of intent), times 132 short tons per track mile or 117.857 long tons per track mile, times the length of the line in miles, plus \$4,000 times the number of miles of track times two.

The scrap price per ton as of May 31, 2022, was \$305.00/ net ton times 132 short tons per track equates to a scrap value of \$40,260 per mile. The scrap value per mile times 13 miles is \$523,380. The total scrap value plus \$4,000 times the number miles of track (13 miles) times two equals \$104,000.00. Thus, the total preliminary responsibility for MR's acquisition of the

³² Id.

³³ Estimated NLV of the ROW if all deeds are corroborated and no acreage is found to be reversionary. Id.

³⁴ Estimated NLV of the ROW based on deeds discovered so far with reversionary language, applying a 24.66% reduction to total acreage. Id.

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NCRA/GRTA Line is \$627,380. Thus, MR placed 62,738.00 in escrow. The escrow receipt is not included in the public version of this OFA.

E. Demonstrate that There is a Continued Need for Rail Service on the Line, or portion of the Line, in Question

Shippers located near/on the GRTA/NCRA Line have expressed an interest in shipping freight via the GRTA/NCRA Line if the line was rehabilitated and service was restored. One particular shipper encouraged MR to pursue an OFA as the preference of this shipper would be to ship freight from their facility on the OFA segment via rail, which would be less expensive, faster, and more environmentally friendly than trucking. While this shipper ultimately would like thorough service from its facility to Fort Bragg, California, the shipper indicated it would benefit tremendously from preserving rail service over the GRTA/NCRA to Willits, California by rail. MR has proactively explored this opportunity by establishing terms and conditions so that MR could provide service once the GRTA/NCRA Line is rehabilitated. MR has included a letter from the shipper³⁵ indicating that the parties have reached an agreement on both the compensation³⁶ and volume of traffic that would be shipped by rail annually.

F. Identify the Offeror and Provide a Mailing Address, either Business or Personal, and Other Contact Information including Phone Number and Email Address as Available, for the Offeror or a Representative

The offeror is Mendocino Railway whose mailing address is 100 W Laurel Street, Fort Bragg, CA 95437. Mendocino Railway's telephone number is (707) 964-6371.

³⁵ See Appendix 2 - Pinoli VS at 18, Attachment A – Shipper Letter.

³⁶ Id. at 22, Attachment B – Tariff of Appendix.

PUBLIC VERSION

MR's legal representatives on whom all filings related to this OFA should be served are as follows:

William A. Mullins
Crystal M. Zorbaugh
Baker & Miller, PLLC
2401 Pennsylvania Ave., N.W., Suite 300
Washington, DC 20037
Tel: (202) 663-7820
Email: wmullins@bakerandmiller.com
czorbaugh@bakerandmiller.com

G. If the Offeror is a Legal Entity, Include the Entity's Full Name, State of Organization or Incorporation, and a Description of the Ownership of the Entity

Offeror's full name is Mendocino Railway. Offeror is incorporated in the State of California as a Stock Corporation – CA – General. MR is a subsidiary of Sierra Railroad Company, a non-operating railroad carrier, and an affiliate of Sierra Northern Railway, a separate Class III carrier.

H. If Multiple Entities are Bringing an OFA, Clearly Explain Division of Responsibility

Not Applicable.

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CONCLUSION

In conclusion, based on the best evidence of the record, the Board should find that MR is a financially responsible person who has offered financial assistance for the continuation of rail service over the GRTA/NCRA Line to serve a shipper interested in preserving service. Further, MR is prepared to pay \$5,483,039.00³⁷ to purchase the entire GRTA/NCRA Line but believes that the Board should set the price at \$4,399,095.00³⁸ based on the evidence presented herein. Alternatively, MR has proposed a compromise, in which the Board, could allow GRTA/NCRA Line to keep all land it owns in excess of the 50-foot ROW necessary for rail service for development into the Great Redwood Trail; should the Board, elect that option, MR's purchase price would be either \$1,895,213.00³⁹ or \$1,695,625.00.⁴⁰ In proposing this compromise, MR wants to be crystal clear that while MR is seeking to acquire the entirety of the ROW proposed for abandonment, should the Board wish to allow GRTA/NCRA to retain the excess portion of the ROW that is unnecessary for rail service, and allow the corridor to be used for both rail *and* a trail, MR would be open to acquiring less than the entire width of the ROW. Based on these findings, the Board should accept MR's OFA and allow negotiations to move forward without further delay.

³⁷ Estimated NLV of the ROW if all deeds are corroborated and no acreage is found to be reversionary. See Appendix 1 – RII Appraisal Report, at 6.

³⁸ Estimated NLV of the ROW based on deeds discovered so far with reversionary language, applying a 24.66% reduction to total acreage. Id.

³⁹ Estimated NLV for only a 50-foot ROW for the same 13 miles if proven that no portions include reversionary or easement land. Id.

⁴⁰ Estimated NLV for only a 50-foot ROW for the same 13 miles applying a 24.66% assumption to all acreage based on the reversionary acreage already revealed in the 15 deeds (out of 59) discovered and reviewed is approximately \$1.7 million. Id.

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Respectfully submitted,

/s/ ***Crystal M. Zorbaugh***

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BAKER & MILLER PLLC
2401 Pennsylvania Ave., N.W.
Suite 300
Washington, DC 20037
Telephone: (202) 663-7820

Attorneys for Mendocino Railway

Dated: October 15, 2022

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CERTIFICATE OF SERVICE

I hereby certify that a true copy of Mendocino Railway's Offer of Financial Assistance ("OFA") has been served by first-class mail, postage prepaid, or by a more expeditious manner, this 15th day of October 2022, on all parties of record.

Dated: October 15, 2022

/s/ *Crystal M. Zorbaugh*
Crystal M. Zorbaugh
Attorney for Mendocino Railway

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**BEFORE THE
SURFACE TRANSPORTATION BOARD**

AB 1305X

**NORTH COAST RAILROAD AUTHORITY – ABANDONMENT EXEMPTION – IN
MENDOCINO, TRINITY, AND HUMBOLDT COUNTIES, CA**

MENDOCINO RAILWAY’S OFFER OF FINANCIAL ASSISTANCE

APPENDIX 1

RII APPRAISAL REPORT



**Net Liquidation Value
Northwestern Pacific Railroad
MP 139.5 – MP 152.5**

Prepared For:

Mendocino Railway



Prepared By:

Valuation Date: July 18, 2022

Report Date: October 11, 2022

Railroad Industries Incorporated
Full Service Transportation Consulting

8098 Anselmo Ct. Reno, NV 89523
Reno, NV 775-825-6570

www.railroadindustries.com

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Executive Summary

Background and Purpose

The Northwestern Pacific Railroad (NWP) is a short line railroad that operated in northern California. It is currently owned by the North Coast Railroad Authority (NCRA), a quasi-governmental organization operating under authority of the State of California to manage the rail asset. (NCRA has recently changed its name to Great Redwood Trail Agency (GRTA) and is referred to such in the most recent filings). The line runs for 175 miles from Ignacio, CA on its south end, through the town of Willits, CA at its midway point, to Korblex, CA just north of Eureka. The line once served a booming lumber industry, but has been out of service since 1998. The NCRA has filed for abandonment for a portion of its line with the U.S. Surface Transportation Board (STB). The current abandonment filing includes the track at Mile Post (MP) 139.5 in Willits northward.

Mendocino Railway (MRY) is a short line railroad operating in the same area. It connects to the NWP at Willits. MRY would like to file an official Offer of Financial Assistance (OFA) in order to acquire and continue to operate 13 miles of the NWP from Mile Post 139.5 to 152.5. This would connect with MRY's existing operations in Willits and acquire track that it now utilizes via trackage rights and lease agreements with NWP. An OFA is based on the Net Liquidation Value of the railroad assets to be abandoned by the NWP, so MRY will need a current NLV for these assets.

Railroad Industries Incorporated (RII) was selected to perform the evaluation due to its extensive experience with short line railroad evaluations of all types.

** This valuation report is an Update Report to an initial appraisal RII performed in July 2022. New information has been provided that adjusts the amount of acreage included in the property to be acquired. This report will adjust the acreage based on the following new information:

- NCRA's assessed acreage inventory submitted as Appendix A of its appraisal submitted to the STB on Sept. 15, 2022 with its OFA filing response
- Review of deeds by MRY's attorney Bradley Elkin regarding reversionary acreage
- Additional valuation for 50 feet of the right of way for its entire 13 mile length

NOTE: No values have been updated from the July 2022 report and the "Valuation Date" of this report Update remains July 18, 2022. All market values for the assets are current as of that date. This Update corrects acreage inventory only. No changes have been made to the track components inventory or values.

RII and its employees have no affiliation with MRY or any of its subsidiaries or affiliates, other than appraiser. This appraisal has been developed independently and reflects objective current research and values for all components using industry standards, indexes, and resources. RII has provided annual update appraisals for MRY's main line from Willits to Fort Bragg for the last 3 years. This appraisal has implemented updated standards and quality control from USPAP 2020-2021, extended through 2022.

This line was inspected by RII on July 8, 2022. All measurements, assessments of condition, and inventory have been taken from that inspection and other supporting documents.

This valuation will develop the current NLV for the following NWP assets:

- 13 miles of mainline track
- 5.69 additional miles of siding and yard tracks
- 255.643 acres of land, including right of way and yards running through Willits

General Methodology

This evaluation is developed as a Net Liquidation Value (NLV) of the assets. That is the value of all tangible components of the assets if they were to be sold on the open market today based on their current condition, minus any costs to achieve that value such as salvage, dismantling, transportation, sales fees, sell-off period discounts, etc. All inventories and condition of assets have been developed based on the on-site spot inspection performed by RII on July 8, 2022, public documents and documents provided by MRY.

Track components consist of steel rail, other steel components (OTM), crossties (all wood in this evaluation), rock ballast, switches and crossing gear. Structures such as bridges and culverts may also be considered, but unless there are substantial steel structures, the removal costs of such structures usually zero out the salvage value, so no bridges have been evaluated for this analysis. Each track component has its own unique methodology for developing inventories and condition, which are explained in the track section.

Real estate includes the land under the track in the right of way, plus any adjoining parcels, holding yards, depots, maintenance, and hospitality service areas, etc. It also includes any buildings on the property. For an NLV, only owned land is attributed value, so land that is leased, granted use by agreement or easement only, or granted for special use only is excluded. NCRA submitted its own appraisal of the property with its STB filing on Sept. 15, 2022 that included an inventory of acreage. This inventory was based on measurement of VAL maps and will be used as the most accurate measurement. This assessment also included reference to which acreage was granted by easement for

acreage to be excluded. Lastly, MRY's attorney reviewed several of the actual deeds for possible reversionary language, and RII has adjusted the acreage where the deed revealed reversionary language not accounted for in NCRA's assessment.

Market values were developed by gathering listing and sales data on each component of the assets – track and real estate – and developing the current average value for each component. These values are typically adjusted based on condition or special features. Salvage costs were also developed as an average for railroad salvage and restoration and deducted from the NLV as liquidation costs, adjusted for the remoteness and accessibility. Specifically for real estate, the market value is based on the Across-the-Fence (ATF) method accepted by the STB. This is a derivative of the traditional Comparative Sales and Listings method. This method collects comparative sales and listing data for similar properties based on usage, features, size, area, etc. However, this method is also known for collecting a broad sampling of properties over time and distance in order to collect enough properties with similar features. The method then discounts the subject property for its own unique characteristics of timing, size, shape, location, etc. Railroad property is so unique, it is usually impossible to find “similar” properties for comparison that truly match each's subject property's individual qualities. Corridor property values are much more dependent upon location and timing of sales than individual parcel properties. Therefore, the method usually preferred for Corridor right of way is the Across-the-Fence (ATF) values. This method, focusing on comparative listings and sales within a short distance of the physical right of way itself, as close to the current date as possible and as similar as possible, which for right of way means vacant land with little to few improvements. Improvements are handled separately. Comparative sales and listings are collected along the corridor so that as values change along the way, the corridor can be divided into segments based on its ATF property values. ATF values already encompass the special characteristics of the land for each area along the right of way. The ATF method is the preferred method for right of way valuation by the Federal Highway Administration, Federal Transit Authority (FTA) and the U.S. Surface Transportation Board at this time.

It should be noted that the NLV of a railroad is highly dependent upon the scrap steel market, relay rail values, and real estate values in the market at a given time. These values can fluctuate greatly as market conditions change.

The method and sources for each step are explained and any exceptions disclosed. RII follows the USPAP guidelines for appraisals regarding detail of procedures, independence of appraisal, and conflicts of interest. All inventories and condition assumptions have been based on independent inspection and review of documents including track charts, track diagrams, property surveys, property diagrams, aerial images, and property agreements.

Current values and salvage costs have been developed independently using current research, published indices, and collecting comparative quotes or listings for each component type.

RII and its employees have no affiliation with MRY, NCRA or any of their affiliate companies, agencies, or organizations. This appraisal has been developed independently and reflects objective current research and values for all components, including liquidation costs, using industry standards, indexes, and resources.

Summary of Values

The total estimated NLV for the NWP MP 139.5 to MP 152.5 at this time is broken down by categories below:

Estimated NLV of the right of way based on deeds discovered so far with reversionary language, applying a 24.66% reduction to remaining acreage is almost \$4.4 million:

Track Components =	\$1,085,854
ROW Real Estate =	\$3,313,241
Total =	\$4,399,095

Estimated NLV of the right of way if all deeds are provided and no additional acreage is found to be reversionary is almost \$5.5 million:

Track Components =	\$1,085,854
ROW Real Estate =	\$4,397,285
Total =	\$5,483,039

Estimated NLV for only a 50-foot right of way for the same 13 miles if proven that no portions include reversionary or easement land is approximately \$1.9 million:

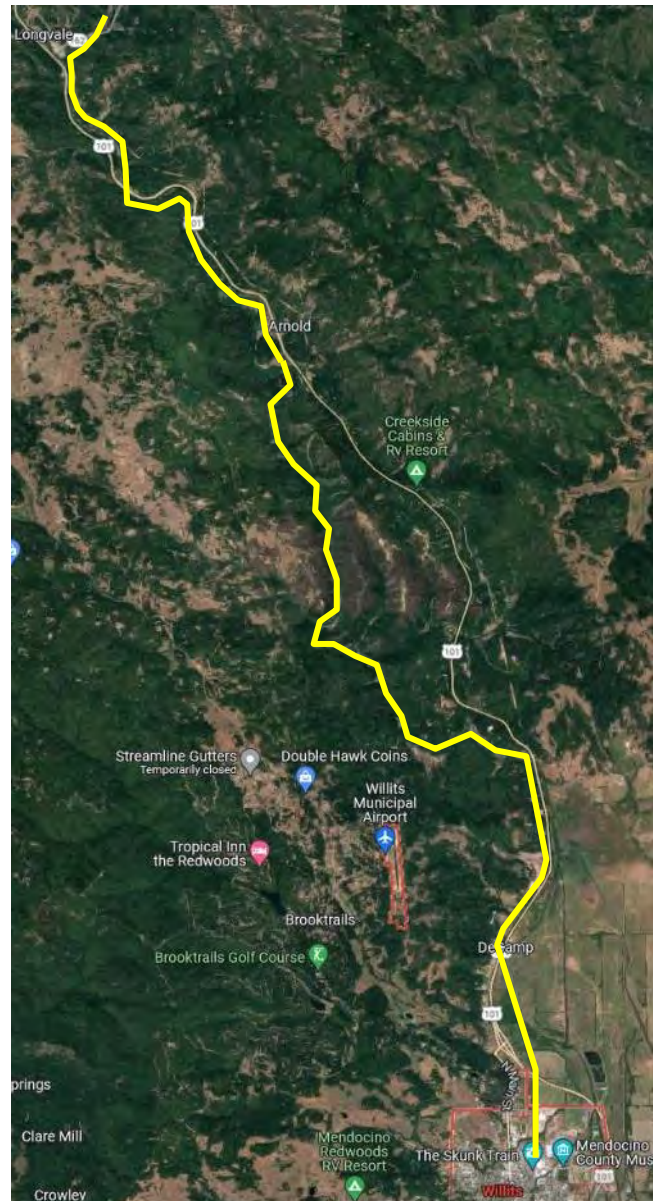
Track Components =	\$1,085,854
ROW Real Estate =	\$ 809,359
Total =	\$1,895,213

Estimated NLV for only a 50-foot right of way for the same 13 miles applying a 24.66% assumption to all acreage based on the reversionary acreage already revealed in the 15 deeds (out of 59) discovered and reviewed is approximately \$1.7 million:

Track Components =	\$1,085,854
ROW Real Estate =	\$ 609,771
Total =	\$1,695,625

Description of Property

The 13 mile segment of the NWP evaluated in this NLV specifically includes MP 139.5, known as Willits Station on the Timetable, to MP 152.5, known as Longvale Station on the Timetable. This segment starts at Commercial St. in Willits and heads north through town. This segment starts in the middle of the major interchange yard with 4 main tracks and 2 siding tracks. The right of way here is about 280 feet wide. As the line moves north through town, the right of way widens to as much as 400 feet where the yard used to be bigger, although several tracks have been pulled up on the east side. On the west side, there are more siding tracks and a wye track extending about 1,000 feet off the main line to Main St. All land is flat, easily accessible, cleared, and developable. However, there are instances of encroachments on the right of way (a ball field on the west side next to the high school, a building extending from the east side, lumber stacked on the northwest side, etc.). These could either end up as revenue sources for easements granted or as liability concerns, so they are not considered for this NLV.



After MP 140, the track is four tracks wide as it leaves town with a right of way from about 300 feet wide, then narrows to three tracks, then two for about 180 feet wide. It runs through farmland for about 1.5 miles before crossing Highway 101. The right of way is 160-200 foot wide through this area, and then reduces to 100 foot wide as it runs parallel to Highway 101 for about 1.5 miles, which was constructed by easement on the existing rail right of way. Although the right of way itself is still technically 160-200 feet wide, the perpetual easement prohibits any other use of the land and it has no resale value and has therefore not been included in the NLV. At Reynolds Highway, the line curves away from Highway 101 and the right of way is again 100-200 feet wide as the line winds through forests along Schow Road.

The right of way is easily accessible from Schow Rd. for about 1 mile before Schow Road crosses a bridge and then runs on the opposite side of Outlet Creek. After this point, the line is very hard to access by any existing roads for about 5 miles. There is a major bridge crossing Outlet Creek at 28540 Ryan Creek Rd. (a dirt road) and the line runs into an Outlet Creek canyon.

The line does not become easily accessible again until it curves back to Highway 101 at about MP 149. The right of way remains easily accessible for the remaining 3.5 miles to Longvale Station, either via Highway 101 or Underpass Road on the west side, and then via Covelo Road at Longvale. All siding tracks at Longvale have been pulled up.

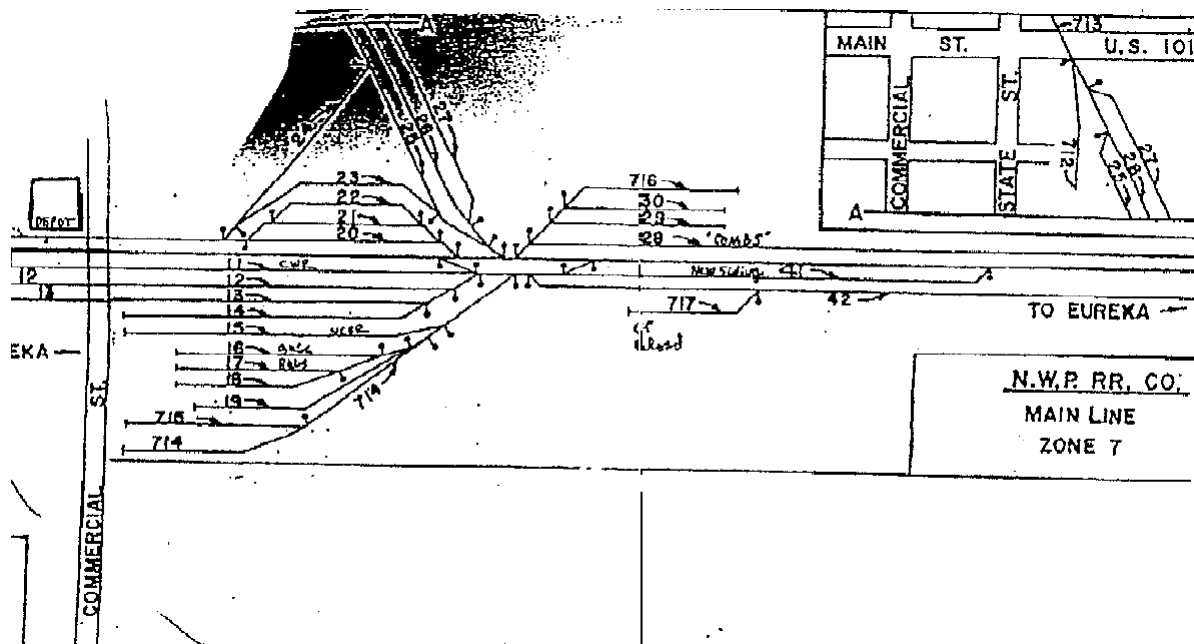
Inspection Results

RII was able to inspect the 13 miles of the NWP from MP 139.5 in Willits to MP 152.5 in Longvale by spot checking along the line on July 8, 2022. Where portions of the line were inaccessible, the line is assumed to be in the same condition as witnessed from the accessible spots where the line crosses Highway 101 in several places. The purpose of the inspection was to develop the current inventory and condition of track components still in the tracks and any issues or features of the property that could affect market or salvage values.

MP 139.5 starts immediately at Commercial St. in Willits and heads north. There are 4 tracks running through the length of Willits with 2 siding tracks. All other tracks have been pulled up. This 4-track yard is comprised of 113 lb. rail on a single main track and the other 3 tracks are 112 lb. rail. The wye tracks just north of Commercial St. and the siding tracks are 90 lb. rail.



The following track diagram identifies tracks by number:



NWP Willits Yard Track		
Track No.	Length (ft.)	Weight
Main Line	2640	113 lb.
Track 11	1600	112 lb.
Track 12	1700	112 lb.
Track 13	1800	112 lb.
Track 14	1600	90 lb.
Track 15	1800	90 lb.
Track 24	1200	90 lb.
Track 25	1500	90 lb.
Track 26	2000	90 lb.
Track 27	1800	90 lb.
Total Length	17,640	

The 112-113 lb. rail could be salvaged as #2 relay and all 90 lb. track would need to be scrapped.

The ties in Willits are 22-24 per rail length in the 112-113 lb. track and only 18-20 ties per rail length in the 90 lb. rail sidings. The ties in the Willits yard are in better condition than the rest of the line. RII estimates that 50% of the ties would need to be scrapped, 25% could be recycled for use in landscaping or industrial use and 25% could be used as #2 relay ties. The ties in the wye track and its sidings are in slightly poorer condition, with only 20% salvageable as #2 relay, 30% recyclable and 50% scrap.

OTM is light with 2 spikes and some bars, but very few anchors as this line has not been in service or maintained. RII estimates that OTM in the yard is about 20% of its respective rail weights. No ballast is salvageable.

There are 16 small switches in the yard at Willits. Due to the condition and size of these switches, they have not been assigned a value.

Once the line leaves the town of Willits at MP 140, the condition changes drastically. The overgrowth has reclaimed much of the track, deteriorating ties, erasing all ballast, pushing rail and OTM out of place. All crossings have been paved over, and in many areas, the entire rail is completely buried.



For the rail that can be accessed, it would be mostly scrap. The salvage process will damage the rail even further. Since a significant portion of this line could not be reached for inspection, the track charts have been consulted to develop the complete track weight inventory for MP 140-152.5:

Track Chart Inventory	Feet	Miles
90 lb. rail	5808	1.10
110 lb. rail	25344	4.80
112 lb. rail	8712	1.65
113 lb. rail	5808	1.10
119 lb. rail	6072	1.15
130 lb. rail	2112	0.40
131 lb. rail	5808	1.10
132 lb. rail	5280	1.00
136 lb. rail	1056	0.20

The majority of the track in this segment is in extremely poor condition and RII is estimating that all rail would need to be scrapped.

In addition, RII has deducted any track feet that are in tunnels, paved over crossings or other inaccessible rail as there would be no way to salvage this rail. It would be left in situ buried. Rail weights and lengths for tunnels and crossings were removed based on the NWP track chart.

There are about 22 ties per rail length in this segment.

It is possible that 10% of the ties could be recycled for use in industrial or landscaping service based on the inspection, but the remaining 90% would be in scrap condition. Because of the extreme overgrowth and covering of much of the track, RII is estimating only 20% recovery for OTM related to its respective rail weights in this segment of track.

About half of the line could be viewed from roadways running next to it.



All switches to sidings on this stretch have been removed, and there is no salvageable ballast. All signal gear has been removed from the paved over crossings.

Based on the accessibility of the line, the salvage costs would be higher for specific segments due to the ability to get proper equipment to the location and get loads of salvage materials or debris out. Based on the inspection, the segment accessibility for salvage is broken down as follows:

Willits	Farmland	Hwy 101	Schow Rd.	Outlet Creek	Hwy101-Longvale
MP 139.5-140	MP 140 - 141.5	MP 141.5-143	MP 143-144	MP 144-149	149-152.5
Accessible	Indirect Access	Accessible	Indirect Access	No Access	Accessible

Accessible = An easy access paved or dirt roadway within 500 feet of the railroad.

Indirect Access = Level land with paved or dirt roadways within 2,000 feet, needing easements across farmland, other properties, etc.

No Access = Railroad segment is only accessible by traveling the railroad itself. Salvage would need to occur by moving equipment along the railroad bed itself, taking out loads on the same pathway a few at a time.

Inaccessible = The rail is actually inaccessible for salvage, paved over, buried in tunnels or debris, and would be left in situ unsalvaged.

No buildings or equipment were evaluated for this NLV. The Skunk Depot in Willits and the passenger equipment is owned by MRY.

All NWP equipment is understood to be under obligation serving a federal RRIF loan, and no other buildings are known to be owned by NWP at this time.

There are also numerous encroachments upon the line where others have “adopted” a portion of the right of way that is clearly railroad owned right of way. Some of these could be turned into value increasing revenue opportunities, but they could just as easily lead to legal litigation. Therefore, encroachment encumbrances were not addressed in this NLV.



Track Components

Each track component has a unique methodology for determining its inventory, condition, and current market value. The specific inventories, condition and methodology for valuations are discussed here for each component.

Track Component Methodologies Inventories and Market Values

Salvage Costs

The average cost of salvage per mile for a railroad at this time is \$21,000/mile. This average is based on relatively easy to access right of way. The more difficult it is to access the track with salvage equipment, the higher the cost per mile for salvage. By the same token, track in yards has a lower cost per mile of track to remove. Based on the accessibility of the different segments of this track, the following salvage costs per mile have been assigned:

Willits	Farmland	Hwy 101	Schow Rd.	Outlet Creek	Hwy101-Longvale
MP 139.5-140	MP 140 - 141.5	MP 141.5-143	MP 143-144	MP 144-149	149-152.5
Accessible	Indirect Access	Accessible	Indirect Access	No Access	Accessible
\$16,000	\$22,000	\$21,000	\$23,000	\$31,000	\$21,000

Steel Rail

The rail in track is evaluated by taking an inventory of the amount of rail by rail weight and condition. Typically, rail is in Relay #1 condition if it has less than 1/8 inches of wear on the railhead. Rail is in Relay #2 condition if it has 1/8-3/8 inches of wear. Any more wear relegates the rail to reroll condition, where a steel mill would reroll the rail with new steel into new rail. Any rail with significant wear such as scaling, fissures, etc. is considered scrap. Rail under 100 lbs. is usually considered scrap unless an inspection determines it can be classified as reroll. It is important to note that NLV considers the value on the open market, that is, what a third party would pay for the materials. Rail that may still be in sufficient condition for operations on the line or could be relayed for use elsewhere in the same line may not have a significant resale/relay value in the open market based on its condition or size/weight.

NWP Rail Inventory and Condition

Based on the inspection, the track inventory for these 13 miles of the NWP is as follows:

For the main line, rail is 113 lb. with 112 lb. in the tracks running parallel to the main line that total 17,174 ft. or 3.25 miles beyond MP 140. There are 8 crossings and 2 tunnels where track has been removed or is not accessible and the corresponding lengths shown in the chart below have been removed from the total track length.

NWP Crossings and Tunnels	
Item	Length
Crossing #1	151
Crossing #2	205
Crossing #3	141
Crossing #4	161
Crossing #5	241
Crossing #6	212
Crossing #7	182
Crossing #8	402
Tunnel #11	657.8
Tunnel #12	881.2
Total Feet	3,234

The chart below summarizes all rail by weight, condition, and value.

RAIL										
Weight	Jnt/CWR	Miles	NT/Mile	Total NT	Total GT	Class	Price NT	Price GT	Total \$ NT	Total \$ GT
90 lb.	jnt	3.09	158.40		437.08	Scrap	\$ -	\$ 390	\$ -	\$ 170,463
110 lb.	jnt	4.51	193.60		779.71	Scrap	\$ -	\$ 390	\$ -	\$ 304,087
112 lb.	jnt	1.65	197.12		290.45	Scrap	\$ -	\$ 390	\$ -	\$ 113,274
112 lb.	jnt	4.21	197.12	829.88		#2 Relay	\$ 656	\$ -	\$ 544,398	\$ -
113 lb.	jnt	1.1	198.88		195.36	Scrap	\$ -	\$ 390	\$ -	\$ 76,190
113 lb.	jnt	0.5	198.88	99.44		#2 Relay	\$ 517	\$ -	\$ 51,410	\$ -
119 lb.	jnt	1.15	209.44		215.08	Scrap	\$ -	\$ 390	\$ -	\$ 83,883
130 lb.	jnt	0.4	228.80		81.73	Scrap	\$ -	\$ 390	\$ -	\$ 31,874
131 lb.	jnt	1.04	230.56		214.13	Scrap	\$ -	\$ 390	\$ -	\$ 83,509
132 lb.	jnt	0.88	232.32		182.57	Scrap	\$ -	\$ 390	\$ -	\$ 71,201
136 lb.	jnt	0.16	239.36		34.20	Scrap	\$ -	\$ 390	\$ -	\$ 13,338
Total Miles		18.69		929.32	2,430.30	Total Rail Value	\$		1,543,627	

Rail Market Values

Rail in relay condition holds a market value of whatever it is currently selling in the open market for the respective rail weight. Heavier rail is typically used in high traffic and Class I railroads, where lower rail weights have a larger market with low traffic and slow speed operations such as short lines and switching operations. Scrap condition rail is determined by the published metals pricing indices.

Rail market values are determined by collecting quotes from active salvage companies and listings from published indices (Fastmarkets SPB) to develop the current average value for relay rail, reroll rail, and scrap steel. An NLV develops the highest market value, the highest value market for most track components is the Chicago market. The following chart shows prices collected from several sources in order to develop the average price per ton for each type of rail by weight and condition.

Relay Rail Average Pricing					
Rail Size/Type	Salvage Type	Source 1	Source 2	Source 3	Average Price
All Sizes	Scrap	\$ 390	\$ 390		\$ 390
112 lb. Rail	#2 Relay	\$ 650	\$ 647	\$ 670	\$ 656
113 lb. Rail	#2 Relay	\$ 500	\$ 520	\$ 532	\$ 517

OTM

Other Track Materials (OTM) refers specifically to the other steel components in the rail such as tie plates, spikes, joint bars, anchors, switch plates, etc. OTM is generally estimated as a percentage of the respective rail weight based their frequency in the track. Typically, for a short line railroad, the percentage of OTM steel tonnage ranges from 20-40% of the respective rail weight in the same section, depending on the size of rail and traffic on the line. The higher the traffic and track speeds are, the heavier the rail and higher frequency of OTM necessary for holding the track components in line. Contrarily, the less traffic and slower speeds on the line, the less OTM there is, falling in the lower percentage range.

NWP OTM Inventory and Condition

The inspection indicated the OTM was still in place for much of the line, although with reduced frequency since the line has not been in service for 24 years. A % of rail weight of 20% is used for this NLV and all OTM is deemed to be scrap value.

OTM									
Weight		Miles	NT/Mile	Total GT	Class	Price NT	Price GT	Total \$ NT	Total \$ GT
90 lb.	jnt	3.09	31.68	87.40	Scrap	\$ -	\$ 390		\$ 34,087
110 lb.	jnt	4.51	38.72	155.92	Scrap	\$ -	\$ 390		\$ 60,808
112 lb.	jnt	1.65	39.42	58.08	Scrap	\$ -	\$ 390		\$ 22,651
112 lb.	jnt	4.21	39.42	148.19	Scrap	\$ -	\$ 390		\$ 57,795
113 lb.	jnt	1.1	39.78	39.07	Scrap	\$ -	\$ 390		\$ 15,236
113 lb.	jnt	0.5	39.78	17.76	Scrap	\$ -	\$ 390		\$ 6,925
119 lb.	jnt	1.15	41.89	43.01	Scrap	\$ -	\$ 390		\$ 16,774
130 lb.	jnt	0.4	45.76	16.34	Scrap	\$ -	\$ 390		\$ 6,374
131 lb.	jnt	1.04	46.11	42.82	Scrap	\$ -	\$ 390		\$ 16,699
132 lb.	jnt	0.88	46.46	36.51	Scrap	\$ -	\$ 390		\$ 14,238
136 lb.	jnt	0.16	47.87	6.84	Scrap	\$ -	\$ 390		\$ 2,667
Totals		18.69		651.93		Total Rail OTM Value		\$	254,254

OTM Market Values

OTM in scrap rail segments were valued at the current scrap rate of steel.

Salvage costs for OTM are absorbed into the overall cost per mile for rail salvage.

Crossties

These are the beams running under the rail, holding the rail in place. Most rail crossties are made of treated wood. Wood Ties have a resale value based on their salvageable condition. A tie in perfect condition is a rectangular box with 4 long surface sides and two small end sides. A tie with all 4 long surfaces intact is considered Relay #1 condition. Three sides intact is Relay #2 condition, as the tie can be rotated to hold spikes well. A tie with only 2 sides intact can no longer be used in rail service; however, there is a strong market for recycling these rail ties for industrial and landscaping use. Ties with only 1 or no sides intact are scrap only with no value.

NWP Tie Inventory and Condition

Ties in Willits Yard have been calculated at 18 ties per rail length for 90 lb. sections with 20% #2 Relay, 30 % Industrial or Landscape, and 50% scrap condition. There are 22 ties per rail length in 112 lb. and 113 lb. sections with 25% #2 Relay, 25% Landscape, and 50% scrap. Ties from MP 140 to 152.5 have been calculated at 22 ties per rail length with 10% Landscape and 90% scrap.

Ties (Market) 112 & 113 lb. Yard					
Class	%	Miles	Total Ties	Price Ea.	Total
#1 Relay	0%	0.00	0	\$ -	\$ -
#2 Relay	25%	0.37	1,095	\$ 30	\$ 32,838
Landscape	25%	0.37	1,095	\$ 16	\$ 17,513
Scrap	50%	0.74	2,189	\$ -	\$ -
			4,378		
		1.47	Total Tie Value		\$ 50,351

Ties (Market) Sidings & Yard 90 lb.					
Class	%	Miles	Total Ties	Price Ea.	Total
#1 Relay	0%	0.00	0	\$ 44	\$ -
#2 Relay	20%	0.38	916	\$ 30	\$ 27,488
Landscape	30%	0.56	1,374	\$ 16	\$ 21,991
Scrap	50%	0.94	2,291	\$ -	\$ -
			4,581		
		1.88	Total Tie Value		\$ 49,479

Ties (Market) 140-152.5					
Class	%	Miles	Total Ties	Price Ea.	Total
#1 Relay	0%	0.00	0	\$ 44	\$ -
#2 Relay	0%	0.00	0	\$ 30	\$ -
Landscape	10%	1.53	3,738	\$ 16	\$ 59,812
Scrap	90%	13.81	33,644	\$ -	\$ -
			37,382		
		15.34	Total Tie Value		\$ 59,812

Ties (Market) Entire Line					
Class			Total Ties	Price Ea.	Total
#1 Relay					\$ -
#2 Relay			2,011	\$ 30	\$ 60,326
Landscape			6,207	\$ 16	\$ 99,316
Scrap			38,124	\$ -	\$ -
Total #			46,342		
			Total Tie Value		\$ 159,642

Tie Market Values

Several railroad, rail salvage, and rail supply companies were consulted to develop current rail tie pricing and develop a current average market value. The following chart shows the listings collected from 3 sources to develop a current average market value for rail crossties by condition.

Tie Pricing		
Source #	#2 Relay	Landscape
Source 1	\$ 33.00	\$ 17.00
Source 2	\$ 28.00	\$ 15.00
Source 3	\$ 30.00	\$ 16.00
Average Price	\$ 30	\$ 16

Other Components

There are 16 switches in the yard at Willits. The inspection showed that all other switches north of this point had been pulled up from sidings. Due to the condition and size of these switches, they have not been assigned a value.

All at grade crossings in this segment of rail after Commercial St. have been paved over and the signal gear has been removed.

The inspection showed no salvageable ballast on any portion of these 13 miles of track.

Total Track NLV

The total NLV for the NWP track components from MP 139.5 to MP 152.5 is:
\$1,085,854



The following chart summarizes the values for each of the sections presented above.

NWP NLV										
RAIL										
Weight	Jnt/CWR	Miles	NT/Mile	Total NT	Total GT	Class	Price NT	Price GT	Total \$ NT	Total \$ GT
90 lb.	jnt	3.09	158.40		437.08	Scrap	\$ -	\$ 390	\$ -	\$ 170,463
110 lb.	jnt	4.51	193.60		779.71	Scrap	\$ -	\$ 390	\$ -	\$ 304,087
112 lb.	jnt	1.65	197.12		290.45	Scrap	\$ -	\$ 390	\$ -	\$ 113,274
112 lb.	jnt	4.21	197.12	829.88		#2 Relay	\$ 656	\$ -	\$ 544,398	\$ -
113 lb.	jnt	1.1	198.88		195.36	Scrap	\$ -	\$ 390	\$ -	\$ 76,190
113 lb.	jnt	0.5	198.88	99.44		#2 Relay	\$ 517	\$ -	\$ 51,410	\$ -
119 lb.	jnt	1.15	209.44		215.08	Scrap	\$ -	\$ 390	\$ -	\$ 83,883
130 lb.	jnt	0.4	228.80		81.73	Scrap	\$ -	\$ 390	\$ -	\$ 31,874
131 lb.	jnt	1.04	230.56		214.13	Scrap	\$ -	\$ 390	\$ -	\$ 83,509
132 lb.	jnt	0.88	232.32		182.57	Scrap	\$ -	\$ 390	\$ -	\$ 71,201
136 lb.	jnt	0.16	239.36		34.20	Scrap	\$ -	\$ 390	\$ -	\$ 13,338
Total Miles		18.69		929.32	2,430.30	Total Rail Value		\$ 1,543,627		
OTM										
Weight		Miles	NT/Mile		Total GT	Class	Price NT	Price GT	Total \$ NT	Total \$ GT
90 lb.	jnt	3.09	31.68		87.40	Scrap	\$ -	\$ 390		\$ 34,087
110 lb.	jnt	4.51	38.72		155.92	Scrap	\$ -	\$ 390		\$ 60,808
112 lb.	jnt	1.65	39.42		58.08	Scrap	\$ -	\$ 390		\$ 22,651
112 lb.	jnt	4.21	39.42		148.19	Scrap	\$ -	\$ 390		\$ 57,795
113 lb.	jnt	1.1	39.78		39.07	Scrap	\$ -	\$ 390		\$ 15,236
113 lb.	jnt	0.5	39.78		17.76	Scrap	\$ -	\$ 390		\$ 6,925
119 lb.	jnt	1.15	41.89		43.01	Scrap	\$ -	\$ 390		\$ 16,774
130 lb.	jnt	0.4	45.76		16.34	Scrap	\$ -	\$ 390		\$ 6,374
131 lb.	jnt	1.04	46.11		42.82	Scrap	\$ -	\$ 390		\$ 16,699
132 lb.	jnt	0.88	46.46		36.51	Scrap	\$ -	\$ 390		\$ 14,238
136 lb.	jnt	0.16	47.87		6.84	Scrap	\$ -	\$ 390		\$ 2,667
Totals		18.69			651.93	Total Rail OTM Value		\$ 254,254		
Ties (Market) Entire Line							Switches			
Class			Total Ties	Price Ea.	Total		Each	Net Tons	Unit \$	Total
#1 Relay					\$ -		0	0	\$ -	\$ -
#2 Relay			2,011	\$ 30	\$ 60,326	Crossings & Signals				
Landscape			6,207	\$ 16	\$ 99,316	Each	Each		Unit \$	Total
Scrap			38,124	\$ -	\$ -	Lights		0	\$ -	\$ -
						Lights/Gate		0	\$ -	\$ -
Total #			46,342			AEI/DED		0	\$ -	\$ -
		Total Tie Value		\$ 159,642		Total Switches, Crossings & Signals \$ -				
Liquidation Cost						Gross Liquidation Value \$ 1,957,523				
		Unit	Cost	Quantity	Total					
Dismantle Rail Accessible		Mile	\$ 21,000	5.00	\$ 105,000					
Dismantle Rail Yard		Mile	\$ 16,000	6.19	\$ 99,040					
Dismantle Rail Indirect		Mile	\$ 23,000	1.00	\$ 23,000					
Dismantle Rail Indirect Farm		Mile	\$ 22,000	1.50	\$ 33,000	Total Liquidation Cost	\$ 871,669			
Dismantle Rail No Access		Mile	\$ 31,000	5.00	\$ 155,000					
Transport Rail & OTM		NT	\$ 105	3,082	\$ 323,635					
Transport Ties		EA	\$ 3	44,331	\$ 132,994	Net Liquidation Value \$ 1,085,854				

Real Estate

This segment of the NWP consists of exactly 13 miles of right of way running through dense redwood forestlands. While some of this segment winds through untouched forest and canyons like the majority of NWP, half of this segment in particular runs within 500 feet of Highway 101 or other paved roadways connecting to Highway 101. The majority of the acreage is also located within or near the town of Willits.

Acreage Inventory & Value Zones

There is extensive acreage within the city of Willits. At one time, Willits was a major interchange and staging yard for the NWP. The right of way through Willits is up to 400 feet wide, not including the wye track, which is even wider. Between Commercial St. where MP 139.5 starts to the edge of town at MP 140, there are almost 39 acres in this half mile of mainline right of way. Based on Parcel Map boundaries from Mendocino County, the map to the right shows the area within Willits included in this valuation (yellow is NWP right of way included, blue is property already owned by MRY). Note, there appear to be several instances of encroachments on the right of way in town (a soccer field on the west side next to the high school, a building extending from the east side, lumber stacked on the northwest side, etc.).



These could be easements earning revenue for NWP or granting perpetual usage for which the portion of land has no resale value for NWP, or could be a future liability or litigation concern, so they are not considered for this NLV. There are also buildings on the right of way in town, but it is not clear which are owned by NWP, which may be there by easement and owned by other parties, which are an encroachment that could easily be removed, etc. Therefore, no buildings or encroachments are included, nor were inspected, for this valuation.

Inventory acreage has now been taken from the NCRA's acreage inventory assessment, which was included in its own appraisal of the property, submitted in its public STB filing in response to MRY's initial filing Intent to submit an OFA. RII originally developed the

acreage inventory in July based solely on the title search produced in 2020 by the California Department of General Services (DGS) on the entire NWP line. This title search used recorded deeds for each 3 mile block of the lines. However, this search did not involve examination of the VAL maps. NCRA's assessment has measured each section of differing right of way widths on the VAL maps, which will be the most accurate inventory for each segment of the line. This assessment has been included as Appendix B to this report. RII did not examine the VAL maps itself. The total acreage identified in the right of way by NCRA was 255.643.

The NCRA acreage assessment also identified specific areas of the acreage that were granted by easement from the Town of Willits, State of California and US Government. These acres have now been omitted from the valuation as not marketable in case of resale. The total amount of acres acknowledged by NCRA in the VAL maps and their appraisal that are marketable are 221.39.

In addition, MRY's own research has identified additional acres that are reversionary from the assessment. There are 59 total deeds and documents governing the subject segment of the right of way. MRY's attorney Bradley Elkins was able to locate and secure 15 deeds out of these 59 documents from a title agent. Upon review of these 15 deeds, he found four that have reversionary clauses in them.

- Deed 1 = Book 118/Page 59 – **7.0 acres**. This provides that if the property granted shall cease to be used for railroad purposes, then it reverts to the grantor. Located at MP 151 in the Rural Mendocino area.
- Deed 2 = Book 118/Page 48 – $7.30 + 18.85 =$ **26.15 total acres**. This provides that the grant is “for railroad purposes.” Located at MP 151 in Rural Mendocino.
- Deed 3 = Book 118/Page 45 – $1.73 + 1.31 + 0.33 + 8.46 =$ **11.83 acres total**. This provides that the grant is “for railroad purposes.” This is located at MP 140 in the Willits Outskirts area.
- Deed 4 = Book 118/Page 51 – **18.08 acres**. This provides that the grant is “for railroad purposes” and includes a separate phrase specifically stating that the land is to be used only for purposes of a railroad yard and station grounds. This is located at MP 139.5 in the Willits Yard.

This sample of 25.42% of the deeds governing the right of way show 63.06 of the acres to have reversionary language. It is likely that review of the remaining 75% of the deeds would reveal additional acreage with reversionary clauses. RII recommends that all deeds be provided by the property owner and reviewed to establish which property NCRA indeed has the right to sell before completing any transaction. The standard practice for right of way is to assume fee ownership unless there is evidence or suspicion to the contrary. However, in light of the fact that review of 25.42% of the deeds has revealed a significant amount of reversionary language already, it raises significant suspicion that not all remaining acreage is free of reversionary claims. To assume all remaining acreage

is free of reversionary clauses with almost 75% of the deeds unseen and 25% of them already revealing an additional 63.06 acres to be reversionary would be an extraordinary assumption reducing level of confidence. Therefore, RII is developing two values for this part of the appraisal.

1) Valuation of all acknowledged acreage minus any acreage known to be by easement or revealed to be reversionary by deed, with the same % of reversionary acreage applied to the remaining acreage in the right of way. This value should be used if the remaining deeds are not provided by NCRA. The 63.06 revealed reversionary acres is 25% of the total 255.643 of the entire acreage in the segment. Therefore, this value will assume that 24.66% of all acreage is in the segment has a reversionary clause based on the sample of deeds secured and reviewed so far, leaving a total of 119.286 marketable acres.

2) Valuation of all acknowledged acreage minus only the acknowledged easement grants and known reversionary acreage from the 15 deeds reviewed to date. This value should be used only if NCRA provides the remaining deeds and no other acreage is found to be reversionary. This would be a total marketable acreage of 158.33 acres.

The four deeds known to include the reversionary language at this time are attached as Appendix C to this report, (along with the CA DGS title search page that relates to this segment, which was used for MP references).

Using comparative sales and listing data for properties along the corridor and development patterns, the 13 mile segment has been divided into the following three value zones:

- a) City of Willits: This is the half mile of line from MP 139.5 to MP 140 within the city of Willits. This section contains 36.9 acres according to NCRA's assessment. After deducting 18.08 acres of known reversionary land, the total marketable acres in this segment are 18.82. This large plot of land running through the middle of town appears to be equally abutted by both residential and commercial property. MRY already owns the rail depot, track in front of the depot and parking lot abutting the property.
- b) Willits Outskirts: This extends for about 2 miles from the edge of town to where the line first meets Highway 101, at MP 142 (DeCamp) and includes 22.482 of marketable acres according to NCRA's assessment (not including 1.1133 acres used by easement agreement). After deducting 11.83 known land with reversionary clauses in the deeds, there are 10.652 acres remaining of marketable land in this segment. This land is generally agricultural, flat and at least indirectly accessible.
- c) Rural Mendocino: This includes everything from MP 141.5 to 152.5 in Longvale, for a total of 162.08 acres (not including 33.14 acres used by easement from the State of California and US Government). After deducting the 33.15 acres of known reversionary land from, there are 128.868 acres of marketable land in this segment. There is very little to no development through this area, with a few rural private properties adjacent to the line.

Inventory for Value 1

NWP MP 139.5 - MP 152.5 Acreage Inventory	MP	Total Acres*	Minus Easements	NCRA Total**	Known *** Revert	Assumed^ Revert	Remaining Acreage
Willits City	139.5-140	36.9		36.9	18.08	4.641	14.179
Willits Outskirts	140-142	23.5953	1.1133	22.482	11.83	2.627	8.025
Remote Mendocino County-North	142-152.5	195.148	33.14	162.008	33.15	31.776	97.082
		255.6433	34.2533	221.39	63.06	39.044	119.286
* NCRA VAL Map Assessment							
**NCRA acknowledged marketable total							
***Known reversionary language based on detailed attorney review of 15 deeds only.							
^24.66% reversionary acreage applied to remaining acres							

Inventory for Value 2

NWP MP 139.5 - MP 152.5 Acreage Inventory	MP	Total Acres*	Minus Easements	NCRA Total	Minus *** Reversionary	Remaining Acreage
Willits City	139.5-140	36.9		36.9	18.08	18.82
Willits Outskirts	140-142	23.5953	1.1133	22.482	11.83	10.652
Remote Mendocino County-North	142-152.5	195.148	33.14	162.008	33.15	128.858
		255.6433	34.2533	221.39	63.06	158.330
* NCRA VAL Map Assessment						
**NCRA acknowledged marketable total						
***Known reversionary language based on detailed attorney review of 15 deeds only.						
Remaining 44 deeds could reveal additional reversionary acreage.						

Price Per Acre: Land

In order to determine the basic land value for the property in the right of way, RII used the comparative listings method of obtaining numerous sales and listings for similar properties in the same zoning area and geographic area as the existing property. Similar property to rail right of way land is typically vacant with few improvements or no improvements. Listings with homes, residential areas, or with significant existing commercial buildings on site were excluded. Incomplete listings (missing acreage/property size, location information or important details for screening criteria) were also excluded. A sampling of land listings was collected with acreage and price from the following sources: LandWatch, LoopNet, Realtor.com and Zillow.

Two methods for determining the price per acre (PPA) were analyzed:

Aggregate Price Per Acre: This method prevents skewing from individual property listings with extreme pricing. Out of all listings in the sample, total all of the acres and the price for all property, then divide the total acres by the total price for a per acre price.

$$\text{SUM (all property prices) / SUM (all acres) = PPA1}$$

Average Price Per Acre: This method prevents skewing from bulk property discounts. Calculate the price per acre for each property listing, total all prices per acre and divide by the number of properties.

$$\text{SUM (PPA for each property) / \# of listings = PPA2}$$

Then the mean of the two PPA values was used for calculating the market value for acreage in the right of way.

Property values in Willits have increased 10.3% since July last year. The area continues to develop, increasing values farther and farther out from the city. Especially residential development in the area continues to increase as demand for rural homes in this pristine area has risen. Over the last 5 years, the area has experienced steady property value increases, notwithstanding a slight slump in 2020 due to COVID. Then values have bounced back to increase almost 25% since 2020.



Willits

Willits - City

Within the city of Willits, there were a total of 9 properties located within 1200 feet of the railroad right of way listed currently or sold within the last 14 months for the Willits area value zone.

Willits City Limits Area						
Dist from RoW	Location	Price	# Acres	PPA	Sale Date	
adjacent	804 Railroad Ave, Willits	\$ 100,000.00	0.36	\$ 277,777.78	11/30/2020	
adjacent	796 Railroad Ave, Willits	\$ 100,000.00	0.83	\$ 120,481.93	11/30/2020	
400 ft.	36 Franklin Ave, Willits	\$ 175,000.00	0.38	\$ 460,526.32	5/14/2021	
500 ft.	120 E Valley St, Willits	\$ 350,000.00	0.44	\$ 795,454.55	5/28/2021	
900 ft.	293 Sherwood Rd, Willits	\$ 190,000.00	6.66	\$ 28,528.53	3/30/2022	
1100 ft.	311 Holly St, Willits	\$ 90,000.00	0.19	\$ 473,684.21	2/6/2020	
1200 ft.	460 Della Ave, Willits	\$ 60,000.00	0.16	\$ 375,000.00	2/1/2021	
adjacent	0 Locust St, Willits	\$ 79,000.00	1.725	\$ 45,797.10	Listing	
adjacent	0 Poplar Ave, Willits	\$ 140,000.00	0.29	\$ 482,758.62	Listing	
Totals:	# of Listings: 9	\$ 1,284,000.00	\$ 11.04	\$ 3,060,009.03		

PPA1 = \$1,248,000 total price/11.04 total acres = \$116,357.05.

PPA2 = \$3,060,009.03 / 9 listings = \$340,001.00.

The mean value of the two PPA methods is \$228,179.02.

Willits - Outskirts

Willits has continued development over the last two years, increasing the property values in the areas around it over that of the rest of rural Mendocino County. Property values around the Willits outskirts are driven by residential development in the Decamp, Brooktrails, and eastern Willits areas. A total of 23 properties were found within 1.5 miles of the railroad right of way property. The highest and lowest price per acre property were removed to prevent skewing.

Dist from RoW	Location	Price	# Acres	PPA	Sale Date
2 miles	4600 Hearst Rd, Willits	\$ 349,000.00	39	\$ 8,948.72	Listing
1.2 miles	2773 Primrose Dr, Willits	\$ 3,000.00	0.21	\$ 14,285.71	5/13/2022
1.3 miles	24892 Cobb Dr, Willit	\$ 6,000.00	0.41	\$ 14,634.15	6/22/2021
1.2 miles	2797 Primrose Dr, Willits	\$ 4,000.00	0.255	\$ 15,686.27	9/21/2021
1.3 miles	1490 Hulett Pl, Willits	\$ 4,500.00	0.21	\$ 21,428.57	11/4/2021
1.5 miles	3001 Hearst Willits Rd, Willits	\$ 350,000.00	15	\$ 23,333.33	4/23/2020
1.3 miles	2929 Primrose Dr, Willits	\$ 6,000.00	0.247	\$ 24,291.50	11/19/2021
1.5 miles	1075 Hearst Willits Rd, Willits	\$ 25,000.00	1	\$ 25,000.00	1/31/2020
1.2 miles	25542 Archer Ln, Willits	\$ 4,500.00	0.176	\$ 25,568.18	10/5/2021
1.5 miles	25400 Sherwood Rd, Willits	\$ 15,000.00	0.572	\$ 26,223.78	10/18/2021
1.15 miles	24154 Birch Ter, Willit	\$ 6,000.00	0.21	\$ 28,571.43	Listing
1.3 miles	25049 Brooktrails Dr, Willits	\$ 7,500.00	0.24	\$ 31,250.00	5/20/2022
1.15 miles	998 Birch Rd, Willits	\$ 6,600.00	0.19	\$ 34,736.84	6/27/2022
1.15 miles	24660 Brooktrails Dr, Willits	\$ 49,000.00	1.33	\$ 36,842.11	4/20/2020
1.5 miles	1544 Acacia Pl, Willits	\$ 8,500.00	0.19	\$ 44,736.84	6/13/2022
1.3 miles	24099 Cypress Rd, Willits	\$ 10,000.00	0.21	\$ 47,619.05	1/6/2022
1.5 miles	1512 Casteel Dr, Willits	\$ 12,000.00	0.2	\$ 60,000.00	6/21/2021
1.5 miles	2925 Hearst Willits Rd, Willits	\$ 350,000.00	5	\$ 70,000.00	4/23/2020
1.15 miles	25411 Madrone Dr, Willits	\$ 10,000.00	0.14	\$ 71,428.57	Listing
1.3 miles	28271 Poppy Dr, Willits	\$ 20,000.00	0.19	\$ 105,263.16	Listing
1.2 miles	2707 Primrose Dr, Willits	\$ 20,999.00	0.18	\$ 116,661.11	Listing
1.5 miles	24960 Clover Rd, Willits	\$ 25,000.00	0.17	\$ 147,058.82	Listing
1.5 miles	25598 Daphne Way, Willits	\$ 150,000.00	0.15	\$ 1,000,000.00	9/17/2021
Totals:	# of Listings: 23	\$ 943,599.00	\$ 26.33	\$ 984,619.43	

PPA1 = \$943,599 total price/26.33 total acres = \$35,837.41.

PPA2 = \$984,619.43 / 21 listings = \$46,886.64.

The mean value of the two PPA methods is \$41,362.02.

Mendocino County-Rural North

The farther north the line runs, property values decrease as they become more remote. Matching available properties are also farther apart. RII found a total of 13 properties in rural Mendocino County near the northern end of this railroad segment.

Dist from RoW	Location	Price	# Acres	PPA	Sale Date
adjacent	36000 Covelo Rd, Longvale	\$ 250,000.00	16	\$ 15,625.00	Listing
1800 feet	36157 Covelo Rd, Longvale	\$ 150,000.00	40	\$ 3,750.00	Listing
1900 feet	34930 Mendo Dr, Longvale	\$ 310,000.00	39.7	\$ 7,808.56	Listing
3000 feet	6601 Third Gate Rd, Arnold	\$ 235,000.00	18.78	\$ 12,513.31	1/6/2021
4000 feet	28500 Valley View Dr, Arnold	\$ 292,500.00	21.37	\$ 13,687.41	3/10/2021
2 miles	2500 W Highway 20, Arnold	\$ 800,000.00	422	\$ 1,895.73	6/28/2021
2000 feet	30010 N Highway 101, Arnold	\$ 292,500.00	37.63	\$ 7,773.05	3/25/2021
1.15 miles	30155 Highway 101, Arnold	\$ 395,000.00	120	\$ 3,291.67	Listing
1500 feet	5701 Big John Rd, Arnold	\$ 950,000.00	64.29	\$ 14,776.79	Listing
1000 feet	29340 N Highway 101, Arnold	\$ 590,000.00	80	\$ 7,375.00	Listing
2 miles	38951 Black Bear Rd, Longvale	\$ 349,000.00	40	\$ 8,725.00	Listing
200 feet	36905 Covelo Rd, Longvale	\$ 225,000.00	49	\$ 4,591.84	7/17/2019
3.5 miles	35501 Eureka Stagecoach Rd, She	\$ 282,000.00	40.17	\$ 7,020.16	6/8/2020
Totals:	# of Listings: 13	\$ 5,121,000.00	988.94	\$ 108,833.54	

PPA1 = \$5,121,000 total price/988.94 total acres = \$5,178.27.

PPA2 = \$108,833.54 / 913 listings = \$8,371.81.

The mean value of the two PPA methods is \$6,775.04.

The following chart summarizes the total unadjusted value of 119.286 acres of marketable land if no other deeds are provided for review, so 24.66% of the remaining acreage is assumed to have reversionary clauses based on the sample revealed to date. All land within the city has been divided equally between Commercial and Residential:

NWP MP 139.5 - MP 152.5 Value Zone	Marketable Acreage	Avg. Price Per Acre	Total Unadj. ATF Value
Willits City	14.179	\$228,179	\$ 3,235,348
Willits Outskirts	8.025	\$ 41,362	\$ 331,939
Remote Mendocino County-North	97.082	\$ 6,775	\$ 657,732
	119.286		\$ 4,225,019

This value reflects the total unadjusted Across the Fence value of acreage based on adjacent and nearby comparative properties in the market: \$4,225,019.

The following chart summarizes the total unadjusted value of 158.33 acres of marketable land if no other acreage is found to be reversionary upon review of all deeds. All land within the city has been divided equally between Commercial and Residential:

NWP MP 139.5 - MP 152.5 Value Zone	Marketable Acreage	Avg. Price Per Acre	Total Unadj. ATF Value
Willits City	18.82	\$228,179	\$ 4,294,329
Willits Outskirts	10.652	\$ 41,362	\$ 440,588
Remote Mendocino County-North	128.858	\$ 6,775	\$ 873,018
	158.33		\$ 5,607,935

This value reflects the total unadjusted Across the Fence value of acreage based on adjacent and nearby comparative properties in the market: \$5,607,935.

These values are the unadjusted values before accounting for the special or restrictive features of the property and does not reflect a market value.

Property Feature Restrictions

Because much of the right of way is a narrow strip of land with challenging accessibility and undeveloped topography, a discount is applied to the ATF value to determine its true likely value on the market. A discount is applied based on the width of the right of way, how accessible the property is to major roadways and services, and how level and developable the land is in its current condition. The following details the general condition of each segment and how this discount is applied.

City of Willits: Most of the acreage within the city is well developed and relatively level and accessible. It could be used and developed immediately for most purposes, including residential, recreational, or commercial development. The right of way is so wide here, the 36.9 acres (18.82 marketable) require no discounting for shape.

Willits Outskirts: The right of way through this segment is also fairly wide at 180-300 feet. The land is relatively flat and at least indirectly accessible via roadways within 500 feet of the property. There is a small waterway, Baechtel Creek, running parallel to a portion of this segment that could restrict some development options. This 23.5953 acres (10.652 marketable) of land is given no discount for shape, a 10% discount for potential topography challenges, and a 10% discount for indirect access.

Rural Mendocino-North:

From MP 141.5 – 144, the transferable and developable railroad right of way narrows to only 100 feet since Highway 101 has been granted perpetual easement along the rest of the right of way. This entire length runs parallel to Highway 101 and is therefore easily accessible and the topography is not challenging. Where the line curves away from Highway 101 for 1 mile, the right of way shares a similar situation with Schow Rd. with the roadway weaving into and out of the railroad's right of way. This strip of land will be given a 10% discount due to potential development restrictions on the narrow strip and highway clearance requirements. MP 149 – 152.5 also runs along Highway 101 or other major paved roadways at Longvale, with the same accessibility, right of way widths and restrictions. These two segments account for 91.913 acres (25.623 marketable).

From MP 144 – 149, the line is very difficult to access. Only winding dirt roads currently exist for accessing this land, and these only reach some of it. The untouched forestland is mountainous with grades, canyons, and waterways. Although the 100-200 foot width right of way would not require a shape discount for development, these 103.235 acres will be given a 30% average accessibility discount and a 30% average topographical challenge discount for the terrain.

The following chart shows the estimated true market value of the land as if it were sold off today as individual parcels with acreage and feature discounts applied. This is the value to use if no other deeds are provided by NCRA to prove acreage is indeed marketable since review of the deeds discovered showed at least 24.66% of the acreage to be reversionary.

Value if No other Deeds Provided - Assumed 24.66% revert for remaining acres				Property Feature Discounts				Adjusted True
Value Zone		Unadjusted Val		Shape	Topography	Access	\$ Discount	Market Value
Willits City	14.179	\$228,179	\$ 3,235,348				\$ -	\$ 3,235,348
Willits Outskirts	8.025	\$ 41,362	\$ 331,939	10%	10%		\$ 66,388	\$ 265,551
Rural Mendocino-adjacent Roadways	19.416	\$ 6,775	\$ 131,546	10%			\$ 13,155	\$ 118,392
Rural Mendocino-remote access	77.665	\$ 6,775	\$ 526,185		30%	30%	\$ 315,711	\$ 210,474
119.286		\$ 4,225,019					\$ 395,254	\$ 3,829,765

The total estimated market value for land in this valuation based on these assumptions is currently \$3,829,765.

The following chart shows the estimated market value for the marketable land in the valuation, with acreage and feature discounts, if all deeds are provided and no additional acreage is found to be reversionary:

Value if all Deeds Provided & no other revert acres are found				Property Feature Discounts				Adjusted True
Value Zone		Unadjusted Val		Shape	Topography	Access	\$ Discount	Market Value
Willits City	18.82	\$228,179	\$ 4,294,329				\$ -	\$ 4,294,329
Willits Outskirts	10.652	\$ 41,362	\$ 440,588	10%	10%		\$ 88,118	\$ 352,471
Rural Mendocino-adjacent Roadways	25.623	\$ 6,775	\$ 173,597	10%			\$ 17,360	\$ 156,237
Rural Mendocino-remote access	103.235	\$ 6,775	\$ 699,421		30%	30%	\$ 419,653	\$ 279,769
158.33		\$ 5,607,935					\$ 525,130	\$ 5,082,805

The total market value for land in this valuation is currently \$5,082,805.

Liquidation Discounts

An NLV requires that liquidation costs be deducted from the market value for the costs needed to achieve the highest market value. These discounts are applied to right of way property values when the value assumes the railroad will be pulled up, salvaged and the land restored to its original non-rail condition. This method assumes that the land will be parceled off and sold separately.

Most NLV's assume the right of way will be parceled off, so this section develops the appropriate discounts as if this were to occur to come to a liquidated value for the land. These discounts account for sales and commissions and for sell off periods.

The average closing costs in the state of California are 1.02%. The average real estate commissions for a property sale in California are 4.91%. Therefore, a total discount of 5.93% was applied for all real estate sales as an average to cover all marketing, sales commissions, transfer fees and other costs associated with liquidating the properties.

Lastly, a discount is projected for the estimated sell off period for each piece of the right of way. Sell off periods have been estimated based on the location of the property and markets in those areas. A sell off period discount has been applied to assets that would take more than 6 months to liquidate. Sell off periods have been estimated based on the time value of money where the liquidation value will be realized at a future date for land that will likely take 6 months to 3 years to liquidate and realize the value. RII used the Weighted Average Cost of Capital (WACC) to derive the discount rate for calculating the Net Present Value of the liquidation value.

There are currently 2 indexes published for WACC for railroads. The New York University/Sterns College of Business produces an annual index for all industries in January of every year. The Montana Department of Transportation produces a report specifically on railroads in April of every year. RII used the most recent publication from Montana Department of Transportation from April 2022, which shows a current WACC for railroads of 7.47%. It was assumed that equal portions of the land will be sold off throughout the course of the sell-off period.

Generally, narrow right of way or land with encumbrances will take longer to sell. Remote land, such as that in the Mendocino County forests can take a long time to sell; however, there has been a strong residential market in the area closer to Willits during the last few years. It is estimated that all land within Willits would sell within 1 year if put up for market. All land along the corridor in Willits Outskirts could be sold within 2 years. As the land moves out farther from Willits, a 3 year period is allowed. For the remote lands along the corridor in the forest, RII estimates it could take up to 5 years to fully liquidate all properties.

The following chart itemizes all liquidation discounts applied to each property segment for the condition that no other deeds are provided for review, so a 24.66% assumption of reversionary acreage is assumed for remaining acreage after discovering a significant portion of acreage is in fact reversionary upon review of the actual deeds:

Value if No other Deeds Provided - Assumed 24.66% revert for remaining acres	Adjusted True	Sales Discounts	Subtotal	Sell-Off	NLV After Discounts
Value Zone	Market Value	5.93%	After Sales Disc.	Period yrs	7.47%
Willits City	\$ 3,235,348	\$ 191,856	\$ 3,043,491	1	\$2,831,945
Willits Outskirts	\$ 265,551	\$ 15,747	\$ 249,804	2	\$224,363
Rural Mendocino-adjacent Roadways	\$ 118,392	\$ 7,021	\$ 111,371	3	\$96,594
Rural Mendocino-remote access	\$ 210,474	\$ 12,481	\$ 197,993	5	\$160,339
	\$ 3,829,765	\$ 227,105	\$ 3,602,660		\$3,313,241

The total estimated NLV for the marketable real estate in the NWP MP 139.5 to MP 152.5 under these assumptions at the time of this report is \$3,313,241.

The following chart itemizes all liquidation discounts applied to each property segment if NCRA provides all deeds and no additional acreage is found to be reversionary:

Value if all Deeds Provided & no other revert acres are found	Adjusted True	Sales Discounts	Subtotal	Sell-Off	NLV After Discounts
Value Zone	Market Value	5.93%	After Sales Disc.	Period yrs	7.47%
Willits City	\$ 4,294,329	\$ 254,654	\$ 4,039,675	1	\$3,758,887
Willits Outskirts	\$ 352,471	\$ 20,902	\$ 331,569	2	\$297,800
Rural Mendocino-adjacent Roadways	\$ 156,237	\$ 9,265	\$ 146,972	3	\$127,471
Rural Mendocino-remote access	\$ 279,769	\$ 16,590	\$ 263,178	5	\$213,128
	\$ 5,082,805	\$ 301,410	\$ 4,781,395		\$4,397,285

The total estimated NLV for the marketable real estate in the NWP MP 139.5 to MP 152.5 if all deeds are provided by NCRA and found to contain no other reversionary acreage at the time of this report is \$4,397,285.

50-Foot Right of Way Alternative

MRY understands that NCRA's intentions with this right of way is to develop a trail along the entire right of way, including the portions to the north and to the south of the 13 miles for which MRY is interested. MRY has indicated interest in potentially acquiring only a 50-foot right of way along this corridor, which would be sufficient for rail operations. This would allow the trail to be developed alongside the rail operations corridor, achieving the goals of both parties. This chapter develops the NLV for the acreage of a 50-foot width right of way for the same 13 miles (MP 139.5-152.5) based on all of the same information and assumptions provided elsewhere in this report.

Acreage Inventory

A 50-foot right of way for 13 miles = 78.788 acres (6.0606 acres per mile)

It is not clear which, if any, of the easement of reversionary acreage would affect a final 50-foot right of way breakout, so no such acreage has been assumed or deducted for this valuation. Should a final negotiation allocate a 50-foot right of way for MRY that includes any of such acreage, it should be deducted from the final transaction value at that time. For purposes of this appraisal, RII has developed the value of a 50-foot right of way based on both alternatives:

- 1) The 50-foot right of way is carved out to ensure that no portions of it includes easement or reversionary acreage. (This would require that all deeds be furnished by NCRA and would be only be possible if the reversionary and easement portions even leave at least 50 feet of clear title land in the existing right of way).
- 2) The 50-foot right of way assuming the same 24.66% of the land will remain reversionary that was revealed by reviewing the 15 deeds (out of 59) that were discovered, with the 24.66% applied to all acreage.

Based on the value areas and property features for each segment, the acreage in the 50-foot right of way have been divided into the same value zones. The same topography and access discounts have been applied, but the shape discounts for a narrower 50 feet wide strip of land have been increased.

The following chart shows the estimated market value for the 50-foot right of way assuming that no portions of the 50-foot right of way will include any easement or reversionary land:

Value if all Deeds Provided & no portion of the 50-ft RoW includes revert/easement								
50-Foot Right of Way Value Zone	Acreage in 50-ft RoW	ATF Unadjusted Val	Property Feature Discounts				\$ Discount	Adjusted True Market Value
			Shape	Topography	Access			
Willits City (MP 139.5-140)	3.0303	\$228,179	\$ 691,451	20%	20%	20%	\$ 414,871	\$ 276,580
Willits Outskirts (MP 140-142)	12.1212	\$ 41,362	\$ 501,357	10%	10%		\$ 100,271	\$ 401,086
Rural Mendocino-adjacent Roadways (MP 142 – 144 & MP 149-152.5)	33.3333	\$ 6,775	\$ 225,834	10%			\$ 22,583	\$ 203,251
Rural Mendocino-remote access (MP 144-149)	30.303	\$ 6,775	\$ 205,304		30%	30%	\$ 123,182	\$ 82,122
	78.788		\$ 1,623,947				\$ 660,908	\$ 963,039

Based on review of deeds discovered so far, this may not be possible. It would only be possible if NCRA is able to produce all remaining deeds to determine actual reversionary language in the deeds (since 24.66% of the land was already found to be reversionary) and locate the reversionary acres on the existing right of way so that the 50-foot right of way includes no reversionary or easement land.

The following chart shows the estimated market value for the 50-foot right of way assuming that 24.66% of the land would be reversionary or easement, based on review of the deeds discovered so far:

Value if No other Deeds Provided - Assumed 24.66% revert for remaining acres									
50-Foot Right of Way Value Zone	Acre in 50-ft RoW	Acre Minus 24.66%	ATF Unadjusted Val		Property Feature Discounts Shape Topography Access			\$ Discount	Adjusted True Market Value
Willits City (MP 139.5-140)	3.0303	2.283	\$228,179	\$ 520,939	20%	20%	20%	\$ 312,563	\$ 208,376
Willits Outskirts (MP 140-142)	12.1212	9.132	\$ 41,362	\$ 377,723	10%	10%		\$ 75,545	\$ 302,178
Rural Mendocino-adjacent Roadways (MP 142 – 144 & MP 149-152.5)	33.3333	25.113	\$ 6,775	\$ 170,144	10%			\$ 17,014	\$ 153,129
Rural Mendocino-remote access (MP 144-149)	30.303	22.830	\$ 6,775	\$ 154,676		30%	30%	\$ 92,806	\$ 61,870
78.788		59.359	\$ 1,223,481					\$ 497,928	\$ 725,553

This approach provides an market value estimate of \$725,553 for a 50-ft right of way.

After applying the same standard liquidation discounts, the 50-ft right of way estimated NLV for the 50-ft right of way is shown below for the two alternatives:

Value if all Deeds Provided & no portion of the 50-ft RoW includes revert/easement						
50-Foot Right of Way Value Zone	Acres in 50-ft RoW	Adjusted True Market Value	Sales Discounts 5.93%	Subtotal After Sales Disc.	Sell-Off Period yrs	NLV After Discounts 7.47%
Willits City (MP 139.5-140)	3.0303	\$ 276,580	\$ 16,401	\$ 260,179	1	\$242,095
Willits Outskirts (MP 140-142)	12.1212	\$ 401,086	\$ 23,784	\$ 377,301	2	\$338,875
Rural Mendocino-adjacent Roadways (MP 142 – 144 & MP 149-152.5)	33.3333	\$ 203,251	\$ 12,053	\$ 191,198	3	\$165,829
Rural Mendocino-remote access (MP 144-149)	30.303	\$ 82,122	\$ 4,870	\$ 77,252	5	\$62,560
	78.788	\$ 963,039	\$ 57,108	\$ 905,931		\$809,359

Value if No other Deeds Provided - Assumed 24.66% revert for remaining acres							
50-Foot Right of Way Value Zone	Acres in 50-ft RoW	Acres Minus 24.66%	Adjusted True Market Value	Sales Discounts 5.93%	Subtotal After Sales Disc.	Sell-Off Period yrs	NLV After Discounts 7.47%
Willits City (MP 139.5-140)	3.0303	2.283	\$ 208,376	\$ 12,357	\$ 196,019	1	\$182,394
Willits Outskirts (MP 140-142)	12.1212	9.132	\$ 302,178	\$ 17,919	\$ 284,259	2	\$255,308
Rural Mendocino-adjacent Roadways (MP 142 – 144 & MP 149-152.5)	33.3333	25.113	\$ 153,129	\$ 9,081	\$ 144,049	3	\$124,936
Rural Mendocino-remote access (MP 144-149)	30.303	22.830	\$ 61,870	\$ 3,669	\$ 58,202	5	\$47,133
	78.788	59.359	\$ 725,553	\$ 43,025	\$ 682,528		\$609,771

Caveats & Certification

The total estimated NLV for the NWP MP 139.5 to MP 152.5 at this time is broken down by categories below:

Estimated NLV of the right of way based on deeds discovered so far with reversionary language, applying a 24.66% reduction to remaining acreage is almost \$4.4 million:

Track Components =	\$1,085,854
ROW Real Estate =	\$3,313,241
Total =	\$4,399,095

Estimated NLV of the right of way if all deeds are provided and no additional acreage is found to be reversionary is almost \$5.5 million:

Track Components =	\$1,085,854
ROW Real Estate =	\$4,397,285
Total =	\$5,483,039

Estimated NLV for only a 50-foot right of way for the same 13 miles if proven that no portions include reversionary or easement land is approximately \$1.9 million:

Track Components =	\$1,085,854
ROW Real Estate =	\$ 809,359
Total =	\$1,895,213

Estimated NLV for only a 50-foot right of way for the same 13 miles applying a 24.66% assumption to all acreage based on the reversionary acreage already revealed in the 15 deeds (out of 59) discovered and reviewed is approximately \$1.7 million:

Track Components =	\$1,085,854
ROW Real Estate =	\$ 609,771
Total =	\$1,695,625

Caveats

- These values are heavily dependent upon market conditions at the time of the report. Real estate and steel markets are **exceptionally** volatile and can change at any time.
- NLV is greatly affected by the published WACC rate for the year. Changes in this rate each year can greatly affect the NLV.
- The condition of the assets, especially track components and equipment, have a significant impact on their market value, and many portions of this line could not be accessed for the inspection. Any changes in condition or conditions other than those assumed for those segments would impact the NLV.
- Little was known at the time of this appraisal regarding the disposition of equipment left on the right of way, buildings on the right of way and encroachments on the right of way. Once these dispositions are known, it could have an impact on the NLV.

Certification Statement

I certify that, to the best of my knowledge and belief:

- This appraisal has been developed to the best of my ability and experience, using all information available at the time of the appraisal, and represents my best estimate for the NLV of the NWP as of the date on the cover of this report.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no appraisals or other work regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Practice*.
- I personally inspected the property in appraisal on July 8, 2022.
- The following personnel provided significant personal property appraisal assistance to the person signing this certification, and signing appraiser deems each personnel competent to provide such assistance and takes responsibility for all work from assistants:
 - Anastacia Sullivan: real property research, measurements, comparative sales, and value assessment, aerial topography verifications and report technical writing.
 - Todd A. Howell: Track component market value research, valuation modeling, images and graphics.



Gary V. Hunter

Railroad Industries Incorporated

The following Appendices are attached separately (digitally) and should be considered a part of this appraisal.

- Appendix A – Inspection Photos
- Appendix B – NCRA Acreage inventory assessment
- Appendix C – Reversionary Language Deeds & DGC Title Search Page
- Appendix D – Appraiser Qualifications































































APPENDIX B

Assessment Valuation Report of the NCRA Railroad MP 140.2- MP 152.5 including the Willits yard area August 29, 2022 Draft Right of Way Areas MP 140.2 (Sta 16+36.5.7), begin Val Map 854-23-15B (1) to 152.5 (Sta 660+50.0)										
Start Mile Post	Start Property Reference	End Property Reference	Right of Way Width	Length of this section	Total Square Feet this section	County	Map Page Ref	File	Station	Special Notes
140.2	1	1	72		16,236	Mendocino		854-23-15B	(Match Mark 16+36.5	
140.2	1	1	200	225.5	45,100	Mendocino		854-23-15B (1).tif		
	2	2	150	1400	390,000	Mendocino		854-23-15B (1).tif		
140								854-23-15B (1).tif		City of Willits Easement .1033 acres
140						Mendocino		854-23-15B (1).tif		State of California Easement 1.01 acres
141	3	3	100	2600	528,000	Mendocino		854-23-15B (1).tif		
142	4	4	100	5280	120,000	Mendocino		854-23-15B (1).tif		
			100	1200	80,000	Mendocino		854-23-15B (1).tif		
			125	800	400,000	Mendocino		854-23-15B (1).tif		
	4	5	100	3200	30,000	Mendocino		854-23-15B (1).tif		
143	4	5	160	300	320,000	Mendocino		854-23-15B (1).tif		
	6	6	100	2000	158,000	Mendocino		854-23-15B (1).tif		
143.7	6	6	160	1580	160,000	Mendocino		854-23-15B (1).tif	Outlet 197+34.4	
	7	8	100	1000	40,000	Mendocino	2 of 28	854-23-16A	(Match Mark 210	
	9	9	100	400	340,000	Mendocino	2 of 28	854-23-16A (1).tif		
144	10	10	100	3400	150,000	Mendocino	2 of 28	854-23-16A (1).tif		
	11	11	150	1500	75,000	Mendocino	2 of 28	854-23-16A (1).tif		
	12	12	100	500	400,000	Mendocino	2 of 28	854-23-16A (1).tif		
145	13	15	100	4000	140,000	Mendocino	2 of 28	854-23-16A (1).tif		
	16	17	200	1400	1,080,000	Mendocino	2 of 28	854-23-16A (1).tif		
146	17	17	200	5400	160,000	Mendocino	2 of 28	854-23-16A (1).tif		
	17	17				Mendocino		Easement & Grant List		U.S. Government Grant 32.36 Acres not included
147	17	17	200	800	100,000	Mendocino	2 of 28	854-23-16A (1).tif		
	19	19	100	500	50,000	Mendocino	2 of 28	854-23-16A (1).tif		
	20	20	150	500	270,000	Mendocino	2 of 28	854-23-16A (1).tif		
	20	20	125	1800	37,500	Mendocino	2 of 28	854-23-16A (1).tif		
	20	20	100	300	140,000	Mendocino	2 of 28	854-23-16A	(Match Mark 72.33	

APPENDIX B

148	21	21	100	1400	528,000	Mendocino	3 of 28	854-23-17A (1).tif	
149	22	24	100	5280	90,000	Mendocino	3 of 28	854-23-17A (1).tif	
	24	24	100	900	50,000	Mendocino	3 of 28	854-23-17A (1).tif	
	24	24	130	500	260,000	Mendocino	3 of 28	854-23-17A (1).tif	
	25	27	100	2000	140,000	Mendocino	3 of 28	854-23-17A (1).tif	
	26	27	150	1400	90,000	Mendocino	3 of 28	854-23-17A (1).tif	
150	26	27	100	600	50,000	Mendocino	3 of 28	854-23-17A (Tunnel 12 879'	
	28	28	100	500	70,000	Mendocino	3 of 28	854-23-17A (1).tif	
	28	28	150	700	240,000	Mendocino	3 of 28	854-23-17A (1).tif	
	28	28	100	1600	30,000	Mendocino	3 of 28	854-23-17A (1).tif	
	28	28	120	300	120,000	Mendocino	3 of 28	854-23-17A (1).tif	
	28	28	100	1000	100,000	Mendocino	3 of 28	854-23-17A (1).tif	
	29	29	125	1000	25,000	Mendocino	3 of 28	854-23-17A (1).tif	
151	29	29	100	200	200,000	Mendocino	3 of 28	854-23-17A (1).tif	
	30	30	100	2000	30,000	Mendocino	3 of 28	854-23-17A (1).tif	
	30	30	150	300	75,000	Mendocino	3 of 28	854-23-17A (1).tif	
	30	31	100	500	150,000	Mendocino	3 of 28	854-23-17A (Match Mark 610	
	31	31	100	1500	100,000	Mendocino	4 of 28	854-23-18A (1).tif	
151								854-23-18A (1).tif	State of California Easement .78 acres
152	31	31	150	1000	60,000	Mendocino	4 of 28	854-23-18A (1).tif	
	31	31	125	400	237,500	Mendocino	4 of 28	854-23-18A (1).tif	
	31	32	175	1900	52,500	Mendocino	4 of 28	854-23-18A (1).tif	
152					333			854-23-18A (1).tif	J.A. Whittaker 2,000 Sq ft between MP 152 and MP 155 = 2,000/6 = 333.3 Sq ft. between MP 152 and MP 152.5
	34	36	230	300	69,000	Mendocino	4 of 28	854-23-18A (Longview 661 +56.0 End of this line segment	
152.5	49	49			39,200	Mendocino	4 of 28	854-23-18A (Small Parcel next to R of W	
Total Square Feet					8,036,369				
Total Acres					184.49				

APPENDIX B

Yard Area north of Commercial Street to MP 140.2 (Sta 1636.5)								
North end of Yard defined as MP 140.2 at start of Val Map 854-23-15B (1)								
EG Station	End Station	Length	Dist. Lt	Dist. Rt	Width	Area	Acre	Notes
544.6	1636.5	1091.9	75	75	150	163,785	3.760	Val map shows 200' and parcel mapping indicates 150' used 150'
Scaled from Parcel maps						207,800	4.770	parcel 503003 Log operation using several acres
Scaled from Parcel maps						106,000	2.433	parcel 50300 located east of 503003
Scaled from Parcel maps						101,118	2.321	parcel 50600 Adjacent High School
Scaled from Parcel maps						112,203	2.576	parcel 5070RW center track area from school to Commercial Street
Scaled from Parcel maps						85,637	1.966	parcel 50600 Rt of track in school area
Scaled from Parcel maps						19,989	0.459	parcel 51101 just north of creek on Lt.
Scaled from Parcel maps						4,759	0.109	parcel 51101 just south of creek on Rt.
Scaled from Parcel maps						511,008	11.731	parcel 511008 access to main street just north of Y
Scaled from Parcel maps						129,228	2.967	parcel 51101 turn around Y
Scaled from Parcel maps						24,570	0.564	parcel 50500 Rt of track south of creek
Scaled from Parcel maps						82,230	1.888	parcel 51201 Rt of track south of creek
Scaled from Parcel maps						48,730	1.119	parcel 51101 Rt of track south of creek
Scaled from Parcel maps						10,307	0.237	parcel 51300 Rt of track south of creek
Total Acres of Yard							36.900	
One Mile is 5280 feet								
One Acre is 43,560 square feet								
All track miles are measured to the nearest 10th of a mile unless noted								

written.

(SEAL)

Joseph N. Rea

Notary Public in and for the County of
Mendocino, State of California.

Recorded at Request of J. N. Rea, May 18-1910 at — min past 9 A. M.

E. E. HOLBROOK

County Recorder.

By D. McKay

Deputy.

~~###to###~~

THIS INDENTURE made the 2nd day of June, 1910,

Between E. N. FISHER, of the County of Mendocino, State of California, the party of
the first part, and

NORTHWESTERN PACIFIC RAILROAD COMPANY, a California corporation, party of the second
part, WITNESSETH:

That the said party of the first part, for and in consideration of ten dollars gold
coin of the United States of America, to him in hand paid, the receipt of which is hereby
acknowledged, and subject to the reservations hereinafter contained, does by these presents
grant, bargain, sell, convey and confirm, unto said second party, its successors and
assigns, the following described parcels of land situated in the County of Mendocino,
State of California, to-wit:

A strip, tract or parcel of land situated in the South half of the Southeast quarter
(S $\frac{1}{2}$ of SE $\frac{1}{4}$) and the Southeast quarter of Southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Three (3),
Township Nineteen North, Range Fourteen West, Mount Diablo Base and Meridian (T. 19 N.,
R. 14 W., M. D. B. & M.), in the County of Mendocino, State of California; said strip
tract or parcel of land being more particularly bounded and described as follows, to-wit:

Bounded on the Southerly side by the South line of aforesaid South half of Southeast
quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section Three (3), bounded on the Easterly side by a line described
as follows;

BEGINNING at the point where said South line of the South half of Southeast quarter
(S $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section Three (3), is intersected by a line parallel to the located center
line of the railroad of the party of the second part, and distant Fifty (50) feet North-
easterly therefrom, measured at right angles thereto; thence in a Northwesterly direction
along said parallel line to a point distant Fifty (50) feet Northeasterly at right angles
from Engineer's Station 472+50 of said located center line; thence at right angles in a
Northeasterly direction, a distance of Thirty (30) feet to a point distant Eighty (80) feet
Northeasterly at right angles from said Engineer's Station 472+50; thence in a Westerly
direction along a line parallel to said located center line and distant Eighty (80) feet
Northerly therefrom measured at right angles there to, to a point distant Eighty (80)
feet Northerly at right angles from Engineer's Station 478+50 of said located center line;
thence at right angles in a Southerly direction a distance of Thirty (30) feet to a point
distant Fifty (50) feet Northerly at right angles from said Engineer's Station 478+50;
thence in a Northwesterly direction along a line parallel to said located center line
and distant Fifty (50) feet Northeasterly therefrom, measured at right angles thereto, to
a point distant fifty (50) feet Northeasterly at right angles from Engineer's Station
486+00 of said located center line; thence at right angles in a Northeasterly direction,
a distance of Fifteen (15) feet, to a point distant Sixty-five (65) feet Northeasterly at

right angles from said Engineer's Station 486+00; thence in a Northwesterly direction along a line parallel to said located center line, distant Sixty-five (65) feet Northeasterly therefrom, measured at right angles thereto, to a point distant Sixty-five (65) feet Northeasterly at right angles from Engineer's Station 490+00 of said located center line; thence at right angles in a Southwesterly direction, a distance of Fifteen (15) feet, to a point Fifty (50) feet Northeasterly at right angles from said Engineer's Station 490+00; thence in a Northwesterly direction along a line parallel to said located center line, distant Fifty (50) feet Northwesterly therefrom, measured at right angles thereto, to the point where said parallel line intersects the North line of the aforesaid South half of the Southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$) of Section Three (3), bounded on the Northerly side by the North line of the South half of the Southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$) and the North line of the Southeast quarter of Southwest quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$) of Section Three (3); bounded on the Westerly side by a line described as follows, to-wit:

Beginning at a point where said North line of Southeast quarter of Southwest quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$) of Section Three (3) is intersected by a line parallel to said located center line and distant Fifty (50) feet Southwesterly therefrom, measured at right angles thereto; thence in a Southeasterly direction along said parallel line to a point distant Fifty (50) feet Southwesterly at right angles from Engineer's Station 490+00 of said located center line; thence at right angles in a Southwesterly direction, a distance of Fifteen (15) feet, to a point distant sixty-five (65) feet Southwesterly at right angles from said Engineer's Station 490+00; thence in a Southeasterly direction along a line parallel to said located center line distant Sixty-five (65) feet Southwesterly therefrom, measured at right angles thereto, to a point distant Sixty-five (65) feet Southwesterly at right angles from Engineer's Station 486+00 of said located center line; thence at right angles in a Northeasterly direction, a distance of Fifteen (15) feet, to a point Fifty (50) feet Southwesterly at right angles from said Engineer's Station 486+00; thence in a Southeasterly direction along a line parallel to said located center line; distant Fifty (50) feet Southwesterly therefrom, measured at right angles thereto to the point where said line intersects the aforesaid South line of the South half of Southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$) of Section Three (3); said located center line being more particularly described as follows, to-wit:

Beginning at a point designated as Engineer's Station 468+18 where said center line intersects the aforesaid South line of the South half of the Southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$) of Section Three (3), at a distance of four hundred and sixty-nine and one-tenth (469.1) feet, measured in a Westerly direction along said South line from the corner common to Sections Two (2), Three (3), Ten (10) and Eleven (11), Township Nineteen North, Range Fourteen West, Mount Diablo Base and Meridian (T. 19 N., R. 14 W., M. D. B. & M.); thence in a Northwesterly direction on an eight (8) degree curve to the left a tangent to which at said Station 468+18 bears North Forty-two degrees twenty-seven minutes West (N. 42 deg 27' W.) a distance of four hundred and ninety-nine and nine-tenths (499.9) feet, to Engineer's Station 473+17.9, a point of taper curve; thence on a tapering curve to the left decreasing one (1) degree to each thirty (30) feet, a distance of two hundred and ten (210) feet, to Engineer's Station 475+27.9, a point of tangency; thence on a tangent bearing South Eighty-nine degrees nine and one-half minutes West (S. 89 deg. 09 $\frac{1}{2}$ ' W.), three hundred and four-tenths (300.4) feet, to Engineer's Station 478+28.3, a point of taper curve; thence on a tapering curve to the right increasing one (1) degree to each thirty (30) feet, two hundred and ten (210) feet, to Engineer's Station 480+38.3, a point of compound curve;

thence on an eight (8) degree curve to the right, five hundred nineteen and six-tenths (519.6) feet, to Engineer's Station 485+57.9, a point of taper curve; thence on a tapering curve to the right, decreasing one (1) degree to each thirty (30) feet, two hundred and ten (210) feet, to Engineer's Station 487+67.9 a point of tangency; thence on a tangent bearing North thirty-two degrees twenty-eight and one-half minutes West, (N. 32 deg. 28½' W.) seven hundred ninety-nine and five-tenths (799.5) feet, to Engineer's Station 495+67.4, a point where said center line intersects the North line of aforesaid South half of Southeast quarter (S½ of SE¼) of Section Three (3), at a distance of thirty-eight and five-tenths (38.5) feet, measured in an Easterly direction along said North line from the Northwest corner of said South half of Southeast quarter (S½ of SE¼) of Section Three (3), containing 7.00 acres, more or less.

THERE IS, HOWEVER, RESERVED to the party of the first part and to his successors in interest in the lands now owned by him adjacent to the land herein conveyed, the following:

1st: A RIGHT OF WAY for water pipes across the land herein conveyed at the point where the water pipes of the party of the first part now crosses the same, or at some other convenient place that the parties hereto may agree upon; for said purpose the party of the second part shall lay and maintain across the land conveyed herein under its road bed a substantial pipe not less than four inches in diameter, through which said first party can carry his water pipes.

2nd: A RIGHT OF WAY for water pipes across the land herein conveyed at some convenient point between the railroad bridge across the Outlet Creek and the north line of the land of the party of the first part, or under said bridge, if preferred by said first party.

3rd: A RIGHT OF WAY for a bridge across the cut on the railroad at a point immediately south of the railroad bridge on Outlet Creek; said bridge to be built and maintained by said second party in a good and substantial manner, suitable for crossing with wagons; said bridge to have railings on each side connected with the exterior fences on either side of the land herein conveyed.

4th: A RIGHT OF WAY for a farm crossing at grade across the land herein conveyed at a suitable point between the railroad bridge across Outlet Creek and the north line of the land of the party of the first part herein, said crossing to have gates in the fences on each side.

5th: A RIGHT OF WAY under the railroad track at a point as nearly opposite the dam or break water of the party of the first part as possible; said right of way to be at least five feet wide, and as high as the character of the ground will permit, with permission to the party of the first part to take rock from the east side of the track for the purpose of maintaining his dam or break water, provided, however, that the same is done in a manner satisfactory to the party of the second part, and so as not to interfere with the maintenance and operation of the railroad.

6th: A RIGHT OF WAY for the party of the first part and his stock to cross the land herein conveyed under the bridge across Outlet Creek.

7th: All of the fencing on the lands herein conveyed by the party of the first part to the party of the second part.

FURTHER; THE PARTY OF THE SECOND PART is to fence the land herein conveyed along the Easterly and Westerly boundaries thereof, and the fence on the Easterly side is to be constructed as soon as the roadbed thereon is completed, and all of the said fencing is

to be constructed within eighteen months from date hereof.

THE PARTY OF THE SECOND PART is to construct a new wagon road on the survey recently made by Gay Redwine, County Surveyor, (for a county road) from a point on the land of the party of the first part opposite his barn southerly through the land of said first party, and to the point where said road survey intersects the County road on what is known as the Disher place, said road to be not less than eight feet in width, and to be completed before the present County Road is destroyed or obstructed.

In the event that the land herein conveyed shall cease to be used for railroad purposes it shall revert to the party of the first part herein, his heirs and assigns.

The covenants and reservations herein contained shall inure to the benefit of the party of the first part, and to his successors in interest in the lands now owned by said first party adjacent to the lands herein conveyed, and shall be binding upon the successors and assigns of the party of the second part herein.

TOGETHER with all and singular the tenements, hereditaments and appurtenances hereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, its successors and assigns, subject, however, to the reservations and conditions herein contained.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of

E. N. Fisher

J. W. Preston

Approved as to Description

by _____ Chief Engineer.

Approved as to form

by _____ General Counsel.

STATE OF CALIFORNIA }
COUNTY OF MENDOCINO } SS

On this 2nd day of June, 1910, before me, J. W. Preston, a Notary Public, in and for said County and State, residing therein, duly commissioned and sworn, personally appeared E. N. Fisher, known to me to be the person whose name is subscribed to and who executed the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mendocino the day and year in this certificate first above written.

(SEAL)

J. W. Preston

Notary Public in and for the County of
Mendocino, State of California.

Recorded at Request of W. P. Thomas, Jun 6 1910 at 8 min past 9 A. M.

E. E. HOLBROOK

County Recorder.

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to be the President and Secretary, respectively of the NORTHWESTERN PACIFIC RAILROAD COMPANY the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed said instrument on behalf of the Corporation therein named; and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL)

E. B. Ryan

Notary Public in and for the City and County of San Francisco, State of California.

My Commission expires Feb 17, 1910.

Recorded at Request of Geo. P. Anderson, May 2, 1910 at — min past 8 A. M.

E. E. HOLBROOK

County Recorder.

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THIS INDENTURE, made this 15th day of February, 1910, between NORTHWESTERN REDWOOD COMPANY, the party of the first part, and NORTHWESTERN PACIFIC RAILROAD COMPANY, the party of the second part, each of said parties being a Corporation duly incorporated under the laws of the State of California.

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) to said party of the first part in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, said party of the first part by these presents does grant, bargain and sell, convey and confirm unto the said party of the second part, and to its successors and assigns, for railroad purposes, all that certain parcel of land situate in the County of Mendocino, State of California, and bounded and more particularly described as follows, to wit:

A strip or tract of land being all of the land of the party of the first part in the S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33, T. 20 N., R. 14 W., M. D. M., lying within 50 feet on each side of and parallel to the located center line of the railroad of the party of the second part from the point where said center line intersects the southerly line of said S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33 To Engineer's Station 570 of said center line, and all of the land of the party of the first part in said S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33 and the N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of said Section 33, lying within 50 feet on the easterly side of and parallel to and within 75 feet on the westerly side of and parallel to said center line from its Engineer's Station 580, and all of the land of the party of the first part in said N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33; the N.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ and S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of said Section 33 lying within 50 feet on each side of and parallel to said center line from its Engineer's Station 580 to its Engineer's Station 602, and all of the land of the party of the first part in said S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Section 33 lying within 100 feet on the easterly side of and parallel to and within 50 feet on the westerly side of and parallel to and ~~within 50 feet on the westerly side of and parallel to~~ said center line from its Engineer's Station 602 to its Engineer's Station 605, and all of the land of the party of the first part in said S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Section 33, the N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of said Section 33 and S.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of Section 28, T. 20 N., R. 14 W. M. D. M. lying within 50 feet on each side of and parallel to

said center line from its Engineer's Station 605 to its Engineer's Station 627, and all of the land of the party of the first part in said S.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of Section 28 and the N.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of said Section 28 lying within 75 feet on each side of and parallel to said center line from its Engineer's Station 627 to its Engineer's Station 640, and all of the land of the party of the first part in said N.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of Section 28 and the N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of said Section 28 lying within 75 feet on the easterly side of and parallel to and within 125 feet on the westerly side of and parallel to said center line from its Engineer's Station 640 to the point where said center line intersects the northerly line of said N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 28, said center line from the point where it intersects the southerly line of said S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33 to the point where it intersects the northerly line of said N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 28 being more particularly described as follows, to wit:-

BEGINNING at a point where said center line intersects the southerly line of said S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33, at a distance of 1445.9 feet measured in a westerly direction along the southerly line of said Section 33 from the southeast corner of said Section 33, said point being at or near Engineer's Station 562+60.4 of said center line, a tangent to said center line at said point bears N. 13° 30' W.; thence on a 10° curve to the right 6.2 feet, more or less, to Engineer's Station 562+66.6, a point of taper curve; thence on a taper curve to the right decreasing 1° to each 30 feet, 270 feet to Engineer's Station 565+36.6, a point of tangency; thence on a tangent N. 0° 37' E., 334.3 feet to Engineer's Station 568+70.9, a point of taper curve, thence on a taper curve to the left increasing 30 minutes to each 30 feet, 150 feet to Engineer's Station 570+20.9, a point of compound curve; thence on a 3° curve to the left 1547.2 feet to Engineer's Station 585+68.1, a point of taper curve; thence on a taper curve to the left decreasing 30 minutes to each 30 feet, 150 feet to Engineer's Station 587+18.1, a point of tangency; thence on a tangent N. 50° 18' W., 1060.2 feet to Engineer's Station 597+78.3, a point of taper curve; thence on a taper curve to the right increasing 1° to each 30 feet, 210 feet to Engineer's Station 599+88.3, a point of compound curve; thence on an 8° curve to the right 237.7 feet to Engineer's Station 602+26, a point of taper curve; thence on a taper curve to the right decreasing 1° to each 30 feet, 210 feet to Engineer's Station 604+36, a point of tangency; thence on a tangent N. 14° 29' W., 697.6 feet to Engineer's Station 611+33.6, a point of taper curve; thence on a taper curve to the right increasing 1° to each 30 feet, 210 feet to Engineer's Station 613+43.6, a point of compound curve; thence on an 8° curve to the right 104.6 feet to Engineer's Station 614+48.2, a point of taper curve; thence on a taper curve to the right decreasing 1° to each 30 feet, 210 feet to Engineer's Station 616+58.2, a point of tangency; thence on a tangent N. 10° 41' E., 113.7 feet to Engineer's Station 617+71.9, a point of taper curve; thence on a taper curve to the left increasing 1° to each 30 feet, 210 feet to Engineer's Station 619+81.9, a point of compound curve; thence on an 8° curve to the left 90.3 feet, more or less, to the point where said center line intersects the north line of said Section 33, T. 20 N., R. 14 W., M. D. M., at a distance of 1750.5 feet measured in an easterly direction along said north line from the northwest corner of said Section 33; said point being at or near Engineer's Station 620+72.2, of said center line; thence continuing on the same 8° curve to the left a further distance of 75.3 feet, more or less, to Engineer's Station 621+47.5, a point of taper curve; thence on a taper curve to the left decreasing 1° to

each 30 feet, 210 feet to Engineer's Station 623+57.5, a point of tangency; thence on a tangent N. 19° 22' W., 101.5 feet to Engineer's Station 624+59, a point of taper curve; thence on a taper curve to the right increasing 1° to each 30 feet, 270 feet to Engineer's Station 627+29, a point of compound curve; thence on a 10° curve to the right 394 feet, to Engineer's Station 631+23, a point of taper curve; thence on a taper curve to the right decreasing 1° to each 30 feet, 270 feet to Engineer's Station 633+83, a point of tangency; thence on a tangent N. 47° 02' E., 1439.9 feet to Engineer's Station 648+52.9, a point of taper curve; thence on a taper curve to the left increasing 30 minutes to each 30 feet, 270 feet to Engineer's Station 651+02.9, a point of compound curve, thence on a 5° curve to the left 244.7 feet, more or less, to the point where said center line intersects the northerly line of said N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 28, at a distance of 1905.6 feet measured in a westerly direction along the northerly line of the S.E. $\frac{1}{4}$ of said Section 28 from the northeast corner of said S.E. $\frac{1}{4}$ of Section 28, said point being at or near Engineer's Station 653+47.6, of said center line, a tangent to said center line at said point bears N. 28° 03' E. Containing 26.15 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the above described premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

The party of the first part, however, excepts and reserves all timber and water rights on the parcel herein conveyed, and the party of the second part agrees to provide upon said lands storage and loading facilities sufficient for the transaction of the business of said party of the first part with said party of the second part, its successors and assigns. Said party of the first part also reserves reasonable crossings over the right of way herein conveyed.

IN WITNESS WHEREOF said party of the first part has caused these presents to be executed by its President and Secretary thereunto duly authorized, and its seal to be hereunto affixed, on the day and year first above written.

(CORPORATE SEAL)

NORTHWESTERN REDWOOD COMPANY

Signed and Delivered
in the Presence of:

By E. A. Selfridge Jr

President

By E. Scott

Secretary

Approved as to Description W. C. Edes Chief Engineer

Approved as to Form Jesse W. Lillenthal General Counsel.

STATE OF CALIFORNIA,)
City and County of San Francisco.) ss.

On this 15th day of February in the year One Thousand Nine Hundred and Ten, before me, HUGH T. SIME, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared E. A. Selfridge Jr known to me to be the President and E. Scott known to me to be the Secretary, respectively of the Northwestern Redwood Company of the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City and County of San Francisco, the day and year in this Certificate

first above written.

(SEAL)

Hugh T. Sime

Notary Public in and for the City and County
of San Francisco, State of California.

Recorded at Request of Geo. P. Anderson, May 2, 1910 at 1 min past 8 A. M.

E. E. HOLBROOK

County Recorder.

-----~~11/10/11~~-----

THIS INDENTURE made this 15th day of February, 1910, between NORTHWESTERN REDWOOD COMPANY, the party of the first part, and NORTHWESTERN PACIFIC RAILROAD COMPANY, the party of the second part, each of said parties being a corporation duly organized and existing under the laws of the State of California:

W I T N E S S E T H :

That in consideration of the sum of ten dollars (\$10.00) to the party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant unto the party of the second part, for railroad purposes,

The following parcel of land in the Town of Willits, County of Mendocino, State of California:

BEGINNING at a point on the Northerly boundary of Section eighteen (18) Township eighteen (18) North, Range thirteen (13) West, Mount Diablo Meridian, from which point the Northwest corner of Section eighteen (18) bears South 89° 51½' West, a distance of 920.4 feet; - Thence running South 0° 05' West, one thousand six hundred and sixty-nine and five-tenths (1,669.5) feet; - Thence South 89° 55' East three hundred twenty-four and five-tenths (324.5) feet; - Thence North 0° 05' East two hundred eighty-nine and one-tenth (289.1) feet; - Thence South 89° 55' East one hundred seventy-five and five-tenths (175.5) feet; - Thence North 0° 05' East one thousand three hundred ninety-five and nine-tenths (1,395.9) feet, to the Southerly boundary of the land of O. Simonson; - Thence South 88° 20' West along said Southerly boundary, five hundred and two-tenths (500.2) feet to the place of beginning.

Containing an area of 18.08 acres, more or less.

The foregoing grant is made upon the following express conditions::

1. That the land herein conveyed shall not be sold for residential purposes and shall be used only for the purpose of a railroad yard and station grounds.
2. That said party of the second part shall build at such place, not on the land hereinbefore described, as shall be designated by the first party, and maintain in such a manner as may from time to time be required by the authorities of the Town of Willits, a substantial bridge at least 30 feet wide exclusive of a sidewalk at least 6 feet wide, which sidewalk shall be on the westerly side of said bridge, for use by all pedestrians and teams, said bridge to cross the creek flowing through the land hereinbefore described.
3. That at the request of said first party, said second party shall furnish and deliver at the railway siding most convenient to the first party, sufficient gravel for the construction of two streets, one of which shall be 40 feet in width between curbs and connecting said bridge with Main Street in said Town of Willits, but so as not to intersect the right of way of the second party, and the other to adjoin the property herein conveyed on the west for its entire length and be 50 feet in width. And said first party will upon

THIS INDENTURE, Made this 3d day of August, 1909, between NORTHWESTERN REDWOOD COMPANY, the party of the first part, and NORTHWESTERN PACIFIC RAILROAD COMPANY, the party of the second part, each of said parties being a corporation duly organized and existing under the laws of the State of California,

WITNESSETH:-

THAT IN CONSIDERATION of the sum of Ten (10) Dollars to the party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant unto the party of the second part, for railroad purposes,

1. The following parcel of land in the Town of Willits, County of Mendocino, State of California:

Beginning at a point, North 88° 30' East, Twelve (12) feet from the Southeasterly corner of Block 3 as shown on the map of the Northwestern Addition to the Town of Willits:- Running thence North 88° 30' East One hundred twenty-five and two-tenths (125.2) feet:- Thence South 0° 09' West Seven hundred six and four-tenths (706.4) feet:- Thence North 19° 16' East Fifty (50) feet:- Thence North 68° 21' East Thirty-four and nine tenths (34.9) feet:- Thence North 0° 05' East Eight hundred sixty-five and two-tenths (865.2) feet to the Northerly line of Commercial Street (as shown on said map), if extended:- Thence North 88° 33' East Five and two-tenths (5.2) feet:- Thence North 0° 05' East One thousand one hundred seven and six tenths (1,107.6) feet:- Thence North 89° 55' West Three hundred twenty-four and five-tenths (324.5) feet:- Thence westerly parallel to and distant Fifty (50) feet Northwesterly from the track of the Northwestern Pacific Railroad running to the roundhouse Three hundred and twenty-three and nine-tenths (323.9) feet:- Thence South 64° 51' West Five hundred ninety-one and two-tenths (591.2) feet to the Easterly line of Main Street as shown on said map of the Northwestern Addition to the Town of Willits:- Thence South 1° 30' East One hundred nine and two-tenths (109.2) feet:- Thence North 64° 51' East Five hundred and thirty-two (532) feet:- Thence Easterly parallel to and distant Fifty (50) feet Southerly from the center line of the Northwestern Pacific Railroad Four hundred thirty-four and four-tenths (434.4) feet:- Thence South 1° 30' East Nine hundred thirty-nine and seven-tenths (939.7) feet to the place of beginning.

2. Also a right of way over the tract of land One hundred (100) feet in width, being Fifty (50) feet on each side of the center line of the Northwestern Pacific Railroad as constructed, and extending from the Easterly line of Main Street as shown on said Map of the Northwestern Addition to the Town of Willits, a distance of Two thousand nine hundred thirty-seven (2,937) feet, more or less, to the Westerly line of the Northeast quarter of Sec. 13, T. 18 N., R. 14 W., M. D. M.

3. The right to maintain and operate the tracks, spurs and sidings of the party of the second part as the same now are, commencing at the boundary line between the mill property of the party of the first part and the property formerly owned by _____ Sweeney, and extending through the property of the party of the first part, or parts thereof, or otherwise now located upon the property of the party of the first part, or parts thereof.

The foregoing grant is made upon the following express conditions:

First: That upon a line beginning at said point north 88° 30' East, twelve (12) feet from the Southeasterly corner of said Block Three (3), running thence North 88° 30' East One hundred twenty-five and two-tenths (125.2) feet, thence South 0° 09' West

Seven hundred six and four-tenths (706.4) feet, there shall be maintained for all time a good and substantial tight board fence, at least seven (7) feet high, so as to prevent ingress or egress over the line of said fence.

Second: That having regard to that portion of said tract numbered One lying between a line parallel to and forty (40) feet east of the line commencing at said point North 88° 30' East twelve (12) feet from the Southeasterly corner of said Block Three (3), and running North 1° 30' West 939.7 feet, and said last mentioned line, no fence or other obstruction shall be erected upon any part or on the boundaries of said part of said tract, except as in Condition First provided, and that no building shall ever be constructed within said forty (40) feet.

Y.S.K. Third: That there shall be maintained across said tract lying east of said line commencing at said point North 88° 30' East twelve (12) feet from the Southeasterly corner of said Block Three (3), and running North 1° 30' West 939.7 feet, a street for use as a highway, which tract shall be a continuation, and of the width, of Commercial Street, as the same is designated upon the Map of the Northwestern Addition to the Town of Willits, and which street shall be open for ingress and egress both to and from the east and west of said tract. And the party of the first part reserves to itself, its successors and assigns, the right to use said strip which is eighty (80) feet wide, for the purpose of a street.

Fourth: That there shall be maintained by the party of the second part, the depot now upon said property numbered One. And there is reserved to the party of the first part, its successors and assigns, the right to maintain and enjoy such of its buildings or improvements as are now upon said property, or any part thereof.

Y.S.K. Fifth: That said party of the second part shall, so long as desired and used by said party of the first part, maintain and operate all branches, spurs, switches and sidings, now or hereafter constructed or used by or for the benefit of said party of the first part. That none of the branches, spurs, switches or sidings now or hereafter belonging to the party of the first part shall be used by the party of the second part to carry any freight or passengers other than for the party of the first part, without the consent in writing of said party of the first part. And that said party of the second part shall, at the request of said party of the first part, on sixty (60) days' notice, begin the construction of, and with reasonable diligence proceed to complete, operate and maintain such further branches, spurs, switches and sidings as may be called for by the party of the first part, to be completed, operated and maintained upon the lands now owned or claimed by the party of the first part, (except those conveyed to the party of the second part) or hereafter acquired by the party of the first part in the immediate vicinity of the lands now owned by it, and be reasonably necessary to carry its forest products, and the cost of grading whereof is borne, and the ties for which are supplied by said party of the first part. And that the service to be furnished by said party of the second part under the terms of this paragraph shall be such as will reasonably provide for the business of the party of the first part applicable to the territory in question.

Sixth: That the party of the second part will, at the request of the party of the first part, and at the expense of the party of the first part, other than for the fees of the attorneys of the party of the second part, and transportation of witnesses over the lines of the party of the second part, bring condemnation proceedings for such rights of way through the lands of third parties, as may be necessary to connect the main line

between Willits and Sherwood, or spurs or extensions connecting therewith, with lands now owned or claimed by the party of the first part, or hereafter acquired by it in the immediate vicinity thereof.

There is expressly reserved and excepted to said party of the first part:

(a) A strip for use as a highway, which street shall be a continuation, and of the width, of Humboldt Street as the same is designated upon said Map of the Northwestern Addition to the Town of Willits, and which street shall be open for ingress and egress both to and from the tracts lying to the North and South of said street.

(b) All springs, creeks, ponds and other water in or flowing through the lands above described, or any thereof, and the exclusive right to the use of said water, including all riparian or other water rights, and the exclusive right to divert or appropriate the said water; it being understood that the taking of water by said party of the second part as the same now is or has been done by it or its predecessors is, and was, under a license revocable at the pleasure of said party of the first part.

All of the provisions hereof shall apply to, bind, and inure in favor of the respective successors and assigns of the parties hereto.

WITNESS the hands of the parties hereto on the day and year first above written.

(CORPORATE SEAL)

NORTHWESTERN REDWOOD COMPANY

By E. A. Selfridge Jr President

By E. Scott Secretary

(CORPORATE SEAL)

NORTHWESTERN PACIFIC RAILROAD COMPANY

By A. H. Payson President

By G. L. King Secretary

Approved as to Form Jesse W. Lillenthal by Albert Raymond Genl. Counsel.

Approved as to Description W. C. Edes.

STATE OF CALIFORNIA,)
City and County of San Francisco) ss.

On this 4th day of August in the year One Thousand Nine Hundred and Nine, before me, HUGH T. SIME, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared E. A. Selfridge Jr known to me to be the President and E. Scott, known to me to be the Secretary, respectively of the Northwestern Redwood Company the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL)

Hugh T. Sime

Notary Public in and for the City and County
of San Francisco, State of California.

STATE OF CALIFORNIA,)
City and County of San Francisco) ss. ✓

On this Fifth (5th) day of August in the year One Thousand Nine Hundred and nine (1909) before me, E. B. RYAN, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared A. H. Payson and G. L. King known to me

to be the President and Secretary, respectively of the NORTHWESTERN PACIFIC RAILROAD COMPANY the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed said instrument on behalf of the Corporation therein named; and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL)

E. B. Ryan

Notary Public in and for the City and County of San Francisco, State of California.

My Commission expires Feb 17, 1910.

Recorded at Request of Geo. P. Anderson, May 2, 1910 at — min past 8 A. M.

E. E. HOLBROOK

County Recorder.

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THIS INDENTURE, made this 15th day of February, 1910, between NORTHWESTERN REDWOOD COMPANY, the party of the first part, and NORTHWESTERN PACIFIC RAILROAD COMPANY, the party of the second part, each of said parties being a Corporation duly incorporated under the laws of the State of California.

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) to said party of the first part in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, said party of the first part by these presents does grant, bargain and sell, convey and confirm unto the said party of the second part, and to its successors and assigns, for railroad purposes, all that certain parcel of land situate in the County of Mendocino, State of California, and bounded and more particularly described as follows, to wit:

A strip or tract of land being all of the land of the party of the first part in the S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33, T. 20 N., R. 14 W., M. D. M., lying within 50 feet on each side of and parallel to the located center line of the railroad of the party of the second part from the point where said center line intersects the southerly line of said S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33 To Engineer's Station 570 of said center line, and all of the land of the party of the first part in said S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33 and the N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of said Section 33, lying within 50 feet on the easterly side of and parallel to and within 75 feet on the westerly side of and parallel to said center line from its Engineer's Station 570 to its Station 580, and all of the land of the party of the first part in said N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33; the N.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ and S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of said Section 33 lying within 50 feet on each side of and parallel to said center line from its Engineer's Station 580 to its Engineer's Station 602, and all of the land of the party of the first part in said S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Section 33 lying within 100 feet on the easterly side of and parallel to and within 50 feet on the westerly side of and parallel to and ~~within 50 feet on the westerly side of and parallel to~~ said center line from its Engineer's Station 602 to its Engineer's Station 605, and all of the land of the party of the first part in said S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Section 33, the N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of said Section 33 and S.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of Section 28, T. 20 N., R. 14 W. M. D. M. lying within 50 feet on each side of and parallel to

first above written.

(SEAL)

Hugh T. Sime

Notary Public in and for the City and County
of San Francisco, State of California.

Recorded at Request of Geo. P. Anderson, May 2, 1910 at 1 min past 8 A. M.

E. E. HOLBROOK

County Recorder.

-----~~11/10/11~~-----

THIS INDENTURE made this 15th day of February, 1910, between NORTHWESTERN REDWOOD COMPANY, the party of the first part, and NORTHWESTERN PACIFIC RAILROAD COMPANY, the party of the second part, each of said parties being a corporation duly organized and existing under the laws of the State of California:

W I T N E S S E T H :

That in consideration of the sum of ten dollars (\$10.00) to the party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant unto the party of the second part, for railroad purposes,

The following parcel of land in the Town of Willits, County of Mendocino, State of California:

BEGINNING at a point on the Northerly boundary of Section eighteen (18) Township eighteen (18) North, Range thirteen (13) West, Mount Diablo Meridian, from which point the Northwest corner of Section eighteen (18) bears South 89° 51½' West, a distance of 920.4 feet; - Thence running South 0° 05' West, one thousand six hundred and sixty-nine and five-tenths (1,669.5) feet;- Thence South 89° 55' East three hundred twenty-four and five-tenths (324.5) feet;- Thence North 0° 05' East two hundred eighty-nine and one-tenth (289.1) feet;- Thence South 89° 55' East one hundred seventy-five and five-tenths (175.5) feet;- Thence North 0° 05' East one thousand three hundred ninety-five and nine-tenths (1,395.9) feet, to the Southerly boundary of the land of O. Simonson;- Thence South 88° 20' West along said Southerly boundary, five hundred and two-tenths (500.2) feet to the place of beginning.

Containing an area of 18.08 acres, more or less.

The foregoing grant is made upon the following express conditions::

1. That the land herein conveyed shall not be sold for residential purposes and shall be used only for the purpose of a railroad yard and station grounds.
2. That said party of the second part shall build at such place, not on the land hereinbefore described, as shall be designated by the first party, and maintain in such a manner as may from time to time be required by the authorities of the Town of Willits, a substantial bridge at least 30 feet wide exclusive of a sidewalk at least 6 feet wide, which sidewalk shall be on the westerly side of said bridge, for use by all pedestrians and teams, said bridge to cross the creek flowing through the land hereinbefore described.
3. That at the request of said first party, said second party shall furnish and deliver at the railway siding most convenient to the first party, sufficient gravel for the construction of two streets, one of which shall be 40 feet in width between curbs and connecting said bridge with Main Street in said Town of Willits, but so as not to intersect the right of way of the second party, and the other to adjoin the property herein conveyed on the west for its entire length and be 50 feet in width. And said first party will upon

said delivery of gravel, grade and gravel the two streets above described, and said first party upon the completion of said streets will, by its properly authorized officers, dedicate said streets to the Town of Willits for public use.

4. That said second party shall build and maintain a road 50 feet in width crossing the land hereinbefore described and following the course of and as near as practicable, to the aforesaid creek on the northerly side thereof, said road to be of an excellence equal to the business streets of the Town of Willits.

THERE ARE EXPRESSLY RESERVED AND EXCEPTED to said first party from said property:

(a)- All springs, creeks, ponds and other water in or flowing through the lands above described, or any thereof, and the exclusive right to the use of said water including all riparian or other water rights, and the exclusive right to divert or appropriate the said water, it being understood that the taking of water by the said second party as the same now is and has been done by its predecessors, is and was under a license revocable at the pleasure of said first party.

(b)- A right of way for a wagon road 50 feet in width intersecting the land hereinbefore described and following the course of and as near as practicable to the aforesaid creek on the northerly side thereof.

(c)- The right to lay, maintain and use, sewer and water pipes and other conduits, under, upon or over the premises above described, to be installed and maintained by the first party to the satisfaction of the second party and in such a manner as not to interfere with or restrict the use of said lands for railway purposes.

All of the provisions hereof shall apply to, bind and inure in favor of, the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be executed by its President and Secretary, thereunto duly authorized, and its seal to be hereunto affixed, on the day and year first above written.

(CORPORATE SEAL)

NORTHWESTERN REDWOOD COMPANY,

By E. A. Selfridge Jr President

By E. Scott Secretary

Approved as to description:

W. C. Edes Chief Engineer.

Approved as to Form:

Jesse W. Lillenthal General Counsel.

STATE OF CALIFORNIA, }

City and County of San Francisco }

ss. ✓

On this 15th day of February in the year One Thousand Nine Hundred and Ten, before me, HUGH T. SIME, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared E. A. Selfridge Jr known to me to be the President and E. Scott known to me to be the Secretary, respectively of the Northwestern Redwood Company of the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the City and County of San Francisco, the day and year in this Certificate first above written.

(SEAL)

Hugh T. Sime

Notary Public in and for the City and County of San Francisco, State of California.

Recorded at Request of Geo. P. Anderson, May 2, 1910 at 2 min past 8 A. M.

E. E. HOLBROOK

County Recorder.

THIS INDENTURE, Made this 25th day of April, 1910, by and between NORTHWESTERN REDWOOD COMPANY, the party of the first part, and NORTHWESTERN PACIFIC RAILROAD COMPANY, the party of the second part, each of said parties being a corporation duly incorporated, organized and existing under and by virtue of the laws of the State of California,

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of the sum of Ten (10) Dollars to said party of the first part in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, said party of the first part has granted, bargained and sold, conveyed and confirmed, and by these presents does grant, bargain and sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all those certain pieces, parcels or tracts of land situate in the County of Mendocino, State of California, and bounded and more particularly described as follows, to wit:

PARCEL 1. - A strip or tract of land being all of the land of the party of the first part in the S. $\frac{1}{2}$ of Lot 5, Section 7, T. 21 N., R. 13 W., M. D. M., lying within 100 feet on the westerly side of and parallel to and within 75 feet on the easterly side of and parallel to the located center line of the railroad of the party of the second part from the point where said center line intersects the southerly line of said S. $\frac{1}{2}$ of Lot 5 to Engineer's Station 1758 of said center line, and all of the land of the party of the first part in said S. $\frac{1}{2}$ of Lot 5 lying within 50 feet on the westerly side of and parallel to and within 75 feet on the easterly side of and parallel to said center line from its Engineer's Station 1758 to its Engineer's Station 1762+50 and all of the land of the party of the first part in said S. $\frac{1}{2}$ of Lot 5 lying within 100 feet on the westerly side of and parallel to and within 75 feet on the easterly side of and parallel to said center line from its Engineer's Station 1762+50 to the point where said center line intersects the northerly line of said S. $\frac{1}{2}$ of Lot 5; said center line as it crosses said S. $\frac{1}{2}$ of Lot 5 being more particularly described as follows, to-wit:-

BEGINNING at a point where said center line intersects the Southerly line of said S. $\frac{1}{2}$ of Lot 5 of Section 7, at a distance of 1822.9 feet measured in an easterly direction along the southerly line of said Section 7 from the southwest corner of said Section 7, said point being at or near Engineer's Station 1751+29.5 of said center line; a tangent to said center line at said point bears N. 34° 48 $\frac{1}{2}$ ' W; thence on a 4° curve to the right 2.3 feet, more or less, to Engineer's Station 1751+31.8, a point of compound curve; thence on a 3° curve to the right 30 feet to Engineer's Station 1751+61.8, a point of compound curve; thence on a 2° curve to the right 30 feet to Engineer's Station 1751+91.8 a point of compound curve; thence on a 1° curve to the right 30 feet to Engineer's Station 1752+21.8, a point of tangency, thence on a tangent N. 32° 55' W., 449 feet to Engineer's Station 1756+70.8 a point of taper curve; thence on a taper curve to the right increasing 1° to each 30 feet, 210 feet to Engineer's Station 1758+80.8, a point of compound curve; thence on an 8° curve to the right 412.9 feet to Engineer's Station 1762+93.7, a point of taper curve; thence on a taper curve to the right decreasing 1° to each 30 feet, 210 feet to Engineer's Station 1765+03.7, a point of tangency; thence on a tangent N. 16° 55' E., 137.9 feet, more or less, to the point where said center line intersects the northerly line of said S. $\frac{1}{2}$ of Lot 5, at a distance of 475.5 feet measured in an easterly direction along said northerly line from the northwest corner of said S. $\frac{1}{2}$ of Lot 5, said point being at or near

LOCATION	MP	M	NUM B	GRANTOR	GRANTEE	INST	INST DATE	BOOK	PA	ACRES	DEED/C
Willits (Ignacio to Willits)	199.5	140	Und. 538	Northwestern Pacific R.R. Co	Willits Union High School Dist.	Grant Deed	August 16, 1958				/387
Willits (Ignacio to Willits)	199.5	140	542	Willits Union High School Dist.	Northwestern Pacific R.R. Co	Grant Deed	September 10, 1958	493	518	0.029	/388
Willits (Ignacio to Willits)	199.5	140	543	Union Lumber Co.	Northwestern Pacific R.R. Co	Grant Deed	April 18, 1961	570	484	2.361	/3899
Willits (Ignacio to Willits)	199.5	140	Und. 523	Northwestern Pacific R.R. Co	Willits Redwood Products Co.	Easement	October 6, 1967				
Willits (Ignacio to Willits)	199.5	140	544	Willits Union High School Dist.	Northwestern Pacific R.R. Co	Grant Deed	December 3, 1968	781	242	0.074	/4088
Willits (Ignacio to Willits)	199.5	140	Und.	Northwestern Pacific R.R. Co	Willits Unified School District	Grant Deed	November 1, 1967				/4089
Willits (Ignacio to Willits)	199.5	140	Und. 519	Northwestern Pacific R.R. Co	County of Mendocino	Easement	July 13, 1976				/4333
Willits (Ignacio to Willits)	199.5	140	Und.	Northwestern Pacific R.R. Co	City of Willits	Easement	November 19, 1987				/4611
Willits	199.5	140	526	Robert P. Daugherty et al	California Northwestern Ry Co	Condemnati	December 19, 1901	82	629		/755
Willits	199.5	140	529	Northwestern Redwood Co	Northwestern Pacific R.R. Co	Deed	August 3, 1909	18	45	131	/778
Willits	199.5	140	530	Northwestern Redwood Co	Northwestern Pacific R.R. Co	Deed	August 3, 1909	18	45	0.33	/778
Willits	199.5	140	531	Northwestern Redwood Co	Northwestern Pacific R.R. Co	Deed	August 3, 1909	18	45	8.46	/778
Willits	199.5	140	532	Northwestern Redwood Co	Northwestern Pacific R.R. Co	Deed	June 17, 1912	131	271	0.73	/781
Willits	199.5	140	533	Northwestern Redwood Co	Northwestern Pacific R.R. Co	Deed	June 17, 1912	131	271	0.09	/781
Willits	199.5	140	534	Northwestern Redwood Co	Northwestern Pacific R.R. Co	Deed	June 17, 1912	131	271	135	/781
Willits	199.5	140	535	Northwestern Redwood Co	Northwestern Pacific R.R. Co	Deed	February 15, 1910	18	51	16.41	/777
Willits	199.5	140	536	Northwestern Redwood Co	Northwestern Pacific R.R. Co	Deed	February 15, 1910	18	51		/777
Willits	199.5	140	537	Ole Simonson	Northwestern Pacific R.R. Co	Deed	August 27, 1907	86	305	5.1	/501
Willits	199.5	140	538	The Anglo-Cal. Nat'l Bank	Northwestern Pacific R.R. Co	B&S Deed	March 15, 1933	80	474	0.842	/3125
Willits	199.5	140	539	Northwestern Redwood Co	Northwestern Pacific R.R. Co	Deed	August 3, 1909	18	45		/778
Willits	199.5	140	Und. 538	Northwestern Pacific R.R. Co	Willits Union High School Dist.	B&S Deed	May 23, 1939				/3287
Willits	199.5	140	540	Willits Union High School Dist.	Northwestern Pacific R.R. Co	B&S Deed	February 12, 1940	136	428	0.534	/3288
Willits	199.5	140	Und. 535	Northwestern Pacific R.R. Co	City of Willits	Easement	August 5, 1949				/3629
Willits	199.5	140	541	Union Lumber Co.	Northwestern Pacific R.R. Co	Grant Deed	May 12, 1955	405	260	128	/3727
Willits	199.5	140	Und. 541	The Diamond Match Co.	Northwestern Pacific R.R. Co	Q.C.	May 3, 1955	405	258		/3728
Willits	140	141	528	E. W. Wheeler	California Northwestern Ry. Co.	Deed	December 24, 1901	85	190	0.67	/756
Willits to Shively	140	141	1	Ole Simonson	Northwestern Pacific R.R. Co	Deed	August 27, 1907	86	305	103	/501
Willits to Shively	140	141	2	E.F. De Camp et al	Northwestern Pacific R.R. Co	Deed	August 19, 1907	86	292	4.61	/502
Willits to Shively	140	141	3	Ida Smith et al	Northwestern Pacific R.R. Co	Deed	July 30, 1907	86	258	4.4	/503
Willits to Shively	140	141	4	E.F. De Camp et al	Northwestern Pacific R.R. Co	Deed	August 19, 1907	86	292	24.21	/502
Willits to Shively	140	141	5	J.H. Carothers	Northwestern Pacific R.R. Co	Deed	July 11, 1907	86	254	161	/504
Willits to Shively	140	141	6	Nellie S. James et al	Northwestern Pacific R.R. Co	Deed	October 30, 1907	86	361		/506
Willits to Shively	140	141	7	E.F. De Camp et al	Northwestern Pacific R.R. Co	Deed	August 19, 1907	86	292		/502
Willits to Shively	140	141	8	Sunset Trading and Land	Northwestern Pacific R.R. Co	Deed	February 3, 1910	86	4		/507
Willits to Shively	140	141	9	Robert G Sowers	Northwestern Pacific R.R. Co	Deed	August 15, 1907	86	285		/508
Willits to Shively	140	141	10	E.F. De Camp et al	Northwestern Pacific R.R. Co	Deed	August 19, 1907	86	292	See sheet 2	/502
Willits to Shively	140	141	Und. 4	Northwestern Pacific R.R.	State of California	Grant	July 9, 1918				/502-B
Willits to Shively	140	141	Und. 4	Northwestern Pacific R.R.	State of California	Easement	May 31, 1960	543	157		/NWP 3849
Willits to Shively	140	141	Und. 4	Northwestern Pacific R.R.	E.M. Crawford Lumber Co.	Easement	April 25, 1968				/NWPL
Willits to Shively	140	141	Und. 5	Northwestern Pacific R.R.	State of California	Easement	December 20, 1976	1071	106		/NWP 4380
Willits to Shively	140	141	Und. 5	Northwestern Pacific R.R.	State of California	Grant	March 20, 1980	1236	403		/NWP 4450
Willits to Shively	140	141	Und. 5	Northwestern Pacific R.R.	State of California	Grant	March 20, 1980	1236	398		/NWP 4451
Willits to Shively	140	141	Und. 5, 6	Northwestern Pacific R.R.	State of California	Grant	March 20, 1980	1236	409		/NWP 4452
Willits to Shively	140	141	Und. Var.	Northwestern Pacific R.R.	NWP acquiring Corp.	Quitclaim	October 25, 1984	1481	186		/NWP 4582
Outlet	141	144	6	Nellie S. & Fred James & James	Northwestern Pacific R.R.	Deed	October 30, 1907	86	361	7.63	/506/
Outlet	141	144	7	E.F. De Camp & Carrie L. De	Northwestern Pacific R.R.	Deed	August 19, 1907	86	292	3.27	/502/
Outlet	141	144	8	Sunset Trading & Land Co.	Northwestern Pacific R.R.	Deed	February 3, 1910	18	4	164	/507/
Outlet	141	144	9	Robert G. Sowers & Margaret	Northwestern Pacific R.R.	Deed	August 15, 1907	86	285	151	/508/
Outlet	141	144	10	E.F. De Camp & Carrie L. De	Northwestern Pacific R.R.	Deed	August 19, 1907	86	292	5.20	/502/
Outlet	141	144	11	Richard Breese & Annie Breese	Northwestern Pacific R.R.	Deed	December 23, 1907	86	379	4.09	/509/
Maple	144	147	10	E.F. De Camp et al.	Northwestern Pacific R.R.	Deed	August 19, 1907	86	292	5.20	/502
Maple	144	147	11	Richard Breese	Northwestern Pacific R.R.	Deed	December 23, 1907	86	379	4.09	/509
Maple	144	147	12	Bernt Schow	Northwestern Pacific R.R.	Deed	September 12, 1907	86	302	4.59	/510
Maple	144	147	13	Nancy M. Vincent	Northwestern Pacific R.R.	Deed	January 7, 1909	86	503	5.78	/511
Maple	144	147	14	Solomon Kramer	Northwestern Pacific R.R.	Deed	March 21, 1910	18	38	2.05	/512
Maple	144	147	15	Mary Elizabeth Holton	Northwestern Pacific R.R.	Deed	October 2, 1907	86	308	2.61	/513
Maple	144	147	16	Solomon Kramer	Northwestern Pacific R.R.	Deed	March 21, 1910	18	38	0.80	/512
Maple	144	147	17	U.S. Government	Northwestern Pacific R.R.	Grant	November 4, 1907			32.36	/514
Maple	144	147	18	Charles E. Russell et al	Northwestern Pacific R.R.	Deed	October 28, 1907	86	384	0.73	/515
Maple	144	147	19	Theron D. Reed	Northwestern Pacific R.R.	Deed	September 15, 1909	86	595	3.72	/516
Maple	144	147	20	Alila Cleveland	Northwestern Pacific R.R.	Deed	December 19, 1908	113	247	4.30	/517
Maple	144	147	21	Charles John Edwards	Northwestern Pacific R.R.	Deed	October 22, 1907	86	315	3.94	/518
Peterson	147	151	21	Charles John Edwards	Northwestern Pacific R.R.	Deed	October 22, 1907	86	315	3.94	/518
Peterson	147	151	22	G.W. Disher	Northwestern Pacific R.R.	Deed	September 6, 1907	86	279	9.73	/519
Peterson	147	151	23	P.L. Arnold et al	Northwestern Pacific R.R.	Deed	May 19, 1910	18	67	1.05	/520
Peterson	147	151	24	E.N. Fisher	Northwestern Pacific R.R.	Deed	June 2, 1910	18	59	7	/521
Peterson	147	151	25	Oliver Wescott et al	Northwestern Pacific R.R.	Deed	August 19, 1907	86	256	3.59	/522
Peterson	147	151	26	Sunset Trading & Land Co.	Northwestern Pacific R.R.	Deed	September 11, 1909	86	605	4.64	/523
Peterson	147	151	27	Sunset Trading & Land Co.	Northwestern Pacific R.R.	Deed	March 29, 1910	18	40	153	/524
Peterson	147	151	28	Wagner Land Co.	Northwestern Pacific R.R.	Deed	March 31, 1911	18	148	8.23	/526
Peterson	147	151	29	Northwestern Redwood Co.	Northwestern Pacific R.R.	Deed	February 15, 1910	18	48	7.30	/527
Peterson	147	151	30	Sunset Trading & Land Co.	Northwestern Pacific R.R.	Deed	September 11, 1909	86	605	0.21	/523
Peterson	147	151	31	Northwestern Redwood Co.	Northwestern Pacific R.R.	Deed	February 15, 1910	18	48	18.85	/527
Peterson	147	151	Und. 30	Northwestern Pacific R.R. Co.	State of California	Agreement	March 4, 1921				/388
Peterson	147	151	Und. 24	Carlos O. Fisher	N.W.P.R.R. Co.	Deed	February 22, 1935	O.R.	495		/"with" 521
Peterson	147	151	Und. 24	T.J. Henderson et ux	N.W.P.R.R. Co.	Deed	August 12, 1935	O.R.	494		/"with" 521
Peterson	147	151	Und. 22-3	Northwestern Pacific R.R. Co.	State of California	Easement	March 3, 1955				/3715
Peterson	147	151	Und. 23	Northwestern Pacific R.R. Co.	State of California	Grant Deed	December 16, 1954				/3730
Peterson	147	151	Und. 28-	Northwestern Pacific R.R. Co.	State of California	Easement	May 1, 1956				/3745
Peterson	147	151	Und. 29	Northwestern Pacific R.R. Co.	State of California	Easement	May 3, 1957	O.R.	194		/N.W.P.
Longvale	151	152.5	31	Northwestern Redwood Co.	Northwestern Pacific R.R. Co.	Deed	February 15, 1910	18	48	18.85	/527
Longvale	151	152.5	31-a	Northwestern Redwood Co. et	Northwestern Pacific R.R. Co.	Agreement	September 10, 1912				/722
Longvale	151	152.5	32	L.B. Rose	Northwestern Pacific R.R. Co.	Deed	September 11, 1909	86	573	3.07	/528
Longvale	151	152.5	33	Edward Zorn	Northwestern Pacific R.R. Co.	Deed	September 8, 1909	86	590	0.60	/530
Longvale	151	152.5	34	Edward Zorn	Northwestern Pacific R.R. Co.	Deed	July 3, 1911	18	155	0.02	/531
Longvale	151	152.5	35	L.B. Rose	Northwestern Pacific R.R. Co.	Deed	September 11, 1909	86	573	6.02	/528
Longvale	151	152.5	36	L.B. Rose	Northwestern Pacific R.R. Co.	Deed	June 14, 1911	18	152	9.66	/529
Longvale	151	152.5	47	L.B. Rose	Northwestern Pacific R.R. Co.	Deed	April 8, 1918	155	9	0.42	/728
Longvale	151	152.5	Und. 36	Northwestern Pacific R.R. Co.	L.B. Rose	Grant	December 3, 1918				/Agr. 1063
Longvale	151	152.5	Und. 31-A	Northwestern Pacific R.R. Co.	Northwestern Redwood Co.	Relinquishm	July 31, 1917				
Longvale	151	152.5	49	Northwestern Pacific R.R. Co.	Northwestern Pacific R.R. Co.	B. & S.	March 14, 1932	O.R.	126	0.90	/3126

Gary V. Hunter

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Experience

Railroad Industries Incorporated

Chairman and Chief Executive Officer - Reno, Nevada	1997-Present
Chairman and Chief Executive Officer - Hot Springs, Arkansas	1993-1997
President - Reno, Nevada	1983-1993

Mr. Hunter put his rail hands-on experience into his own consulting firm to provide expertise to rail shippers, railroads, public transportation and economic development agencies, private investors and other transportation service companies across the country. Work has included branch line analysis, equipment utilization and analysis, development of operating plans, market development, transportation costing, intermodal analysis, merger studies, developing short line railroads, and financial analysis. Mr. Hunter serves as the Chairman and CEO of the firm, managing all major business decisions, in addition to serving as Project Manager for most projects. He ensures quality control and provides most input for contract negotiations between Class I's, shippers and short line railroads, alternative operations scenarios and traffic development strategies. Projects of note include Expert witness services for injury, rate, equipment, operations, right of way, STB and contract issues; Project Management for Utah Coal Rail Line development; 100's of NLV and GCV evaluations for short line, regional and branch line railroads; yard and terminal operations analysis for 12 BNSF Railways' terminals nationwide; Contract switching, operations and economics analysis for shippers nationwide, including Procter and Gamble, Cargill Grain, AK Steel, Palladon Iron, Sierra Pacific Power, Martin Marietta Materials and Bayer Materials; and rail abandonment and acquisition projects in Maine, California, Louisiana, Oregon and Utah to protect rail service for future economic development.

<i>Arkansas Midland Railroad, General Manager</i> Jones Mill, Arkansas	1993-1994
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Mr. Hunter was responsible for the overall operations of a \$5 million short line railroad which includes 131 miles of track, 37 employees, and 21,000 annual carloads. The maintenance of way, maintenance of equipment, operations, marketing and agency departments all reported to Mr. Hunter. In addition, Mr. Hunter was responsible for all purchasing activities and real estate transactions for the company.

<i>Transportation Marketing Services, Inc., Consultant</i> Pleasant Hill, California	1987-1989
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Mr. Hunter was responsible for achieving revenue and profit objectives of the firm as directed by the President. His duties included market development, strategic planning, equipment analysis, physical distribution analysis, branch line acquisition analysis, competitive analysis, market research, contract rate negotiations, sales development, operations analysis, and development of business plans. He prepared testimony, traffic and revenue projections diversion estimates, and traffic flow analyses for the Anschutz Corporation and Rio Grande Industries in their acquisition of the Southern Pacific Transportation Company. Clients included the government, shippers, transportation companies, and port authorities.

<i>Southern Pacific Transportation Company</i> , San Francisco, California	1981-1987
Marketing Services Department	1986-1987
Intermodal Department	1985-1986
Market Planning Department	1981-1985

In the Marketing Services Dept., Mr. Hunter was responsible for achieving revenue and profit objectives for the corporation as directed by the Assistant Vice President - Marketing Services. His duties included developing agreements with other railroads, developing a network of short-haul TOFC trains, and evaluating the competitive environment and implications for the corporation. He was involved with branch line sales and agreements, working with both investors and financiers to develop short line railroads. He handled SPTCo's application for trackage rights in the Union Pacific-Missouri-Kansas-Texas Railroad merger including a traffic flow analysis, diversion estimates, and revenue projections.

In the Intermodal Dept., Mr. Hunter was responsible for special studies on all aspects of domestic and international TOFC and container traffic as directed by Assistant Vice President - Intermodal. His duties included contract development and negotiations, developing and analyzing costs, developing and analyzing various markets, and pricing, representing approximately \$500 million in annual revenue.

In the Market Planning Dept., Mr. Hunter was responsible for the market development and pricing of the aggregate and cement commodities representing approximately \$80 million in annual review. He was originally hired as Assistant Manager, Market Development - Bulk Services (May 1981-July 1982), and promoted to Product Manager, Marketing & Sales - Aggregates and Cement (July 1982-1985). His duties included forecasting and analyzing of product market with objective of expanding SPTCo's market share, reducing operating costs, and increasing profit margin. Additional responsibilities included negotiation of contracts with customers, developing and analyzing costs, and commercial decisions involving equipment allocation and acquisition. In response to the Staggers (4R) Act, directed marketing efforts in aggregates/ cement from traditional single car rate to unit train contracts generating a 20% increase in SPTCo's share in the western railroad market. Over a three-year period, this represented a net contribution turnaround from an \$8 million loss to a \$5 million profit.

<i>Western Pacific Railroad</i> , Transportation Department San Francisco and Bay Area	1976-1981
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Mr. Hunter's responsibilities included both staff and direct line supervision of railroad operations. Staff position reported to Director-Operating Administration. Responsibilities included projecting and monitoring of annual system operating budget of \$70 million; in-depth analysis of operating expenses; working with line managers to determine and coordinate individual terminal and district costs with overall system forecast; presentation of budget variances to Vice President-Operations; and providing guidelines and requirements for the programming of departmental reports. This line position reported to Division Superintendent. Mr. Hunter was responsible for directing rail operations in the district between Oakland and Stockton - the fastest growing region on the railroad, which generated \$15 million in gross revenue with an operating budget of \$2.2 million. The territory comprised a variety of rail operations; main and branch line, industry and road switching, interchange, and joint facilities. Mr. Hunter coordinated schedules, assignments, and train performance to customer requirements with other departments of the railroad (i.e. Sales, Car Distribution, Train Operations/Dispatching, Roadway, and Mechanical). He also supervised train and engine operating employees within the district in addition to 20 station employees.

Education

<i>Master of Business Administration</i> , San Francisco State University	1976-1979
Selected as Master of Business Administration "Alumnus of the Year"	1980

<i>Bachelor of Art, Business Administration</i> , San Francisco State University	1972-1976
Majors: Business, Transportation, and Real Estate	

Awards

Selected to receive Strathmore's Who's Who for 2001-2005; This award recognizes individuals who have demonstrated leadership and achievement in their occupation, industry or profession.

Selected to receive the 1998-1999 Who's Who in Executives and Professionals; This award recognizes outstanding professionals.

Selected by Citation's to receive the award of Who's Who Among Rising Young Americans for 1992 and 1993. This award recognizes achievements in American Society and Business.

Selected by American Biographical Institute to receive the award of 2,000 Notable American Men for 1992 and 1993; this award recognizes past achievements and outstanding service to community, state and nation.

Other Activities

<i>Presentation, Gerson Lehrman Group on "Rail Industry Updates"</i>	2010
<i>Speaker and Presenter, Truckee Meadows Community College</i>	2010
<i>TMCC Logistics Class Presentation on "Rail Industry Highlights"</i>	
<i>Presentation, Gerson Lehrman Group on "Rail Industry Overview"</i>	2007
<i>Speaker and Presenter, American Short Line Railroad Association</i>	2008 Annual Conference
<i>Speaker and Presenter, Transload Distribution Association</i>	2007 Annual Conference
<i>Speaker and Presenter, North American Rail Shippers</i>	2005 SWARS Meeting
 <i>Financial Advisor, Ansonia, LLC</i>	 2004-2012
 <i>Member, Board of Directors, Sierra Northern Railway</i>	 2004-2011
 <i>Presenter, Operation Lifesaver</i>	 2003-2009
 <i>Trustee, Philip E. Kalthoff Estate</i>	 2000-2004
 <i>Member, Board of Directors, and Treasurer, Meadowridge Homeowner's Association</i>	 2002-2010
 <i>Chairman of the Board and Chief Operating Officer, Reno Pacific Rail Corporation</i>	 1998-2011
 <i>Instructor, San Francisco State University</i>	 1983-1993
<i>"California Railroads" seminar in rail transportation developments, past, present, and future</i>	
 <i>Lecturer, San Francisco State University</i>	 1985-1992
<i>"Private Carrier Management" seminar in transportation management</i>	
<i>"Traffic Management" seminar in traffic management</i>	
<i>"Physical Distribution and Logistics" seminar in physical distribution</i>	
 <i>Career Mentor, San Francisco State University</i>	 1984-1992
<i>Work with students in career and education development.</i>	
 <i>Teaching Assistant, San Francisco State University</i>	 1974-1979
<i>"Railroad Excursions" Assisted professor in conducting tours and leading discussions</i>	

Guest speaker at San Francisco State University, local groups, and associations; currently pursuing research on railroad management, equipment, innovations, history, future projections, transportation policies, and United States laws; Involved with business, management, and transportation consulting

Company Profile

Railroad Industries Incorporated (RII) has been consulting for the transportation industry for over 40 years, specializing in all aspects of rail and multi-modal transportation. RII is uniquely qualified to assist rail line assessment projects due to its extensive experience with rail feasibility studies, rail evaluations, market analysis and development, acquisitions, economic development and due diligence for rail acquisitions and sales.

RII is located in Reno, NV:

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www.railroadindustries.com



RII's project coverage includes every state in the United States, as well as international projects across the globe. RII's diversity and specialization in transportation and project management make it easy to adapt to the needs of the project. RII's clientele includes economic development agents at all levels, private investors and developers, public agencies at all levels, and shippers of all commodity types and carriers of all modes. RII's broad understanding of the details of transportation operations aid it in tailoring evaluations and operating plans to match the unique needs of each business and evaluation purpose. RII follows USPAP guidelines regarding details of analysis, disclosure of sources and assumptions, conflicts of interest and independence.

RII is experienced in all types of transportation related valuations with specialized models, including but not limited to the following types and purposes:

- a) FMV – based on comparative sales and listing method, including discounts for land features, accessibility, encumbrances, etc.
- b) NLV – orderly or forced sales, including the unique components of rail track, structures, transportation equipment, salvage and liquidation costs, as well as the unique qualities of rail right of way.
- c) GCV – whether for basic EBITDA determination, projecting revenue for new opportunities, or determining ROI for capital costs, whether based on past performance or a new projected operating plan. Pro Forma financial statements can be developed for any future projected years.
- d) Complete development and modeling of operational costs, especially for the unique requirements of transportation: fuel, infrastructure, regulations, etc.
- e) Replacement Costs, with or without salvage deductions, including infrastructure construction and land acquisition costs.
- f) Special valuation for easement compensation, damages, stock price values, loss of business, economic impacts, etc.
- g) Commodity forecasting as needed for accurate revenue and traffic projections, as well as capital costs to handle such traffic.
- h) New Opportunity modeling to test feasibility and ROI.

Project Experience and References

Florida East Coast Railway – Evaluation of entire Equipment Fleet for **Bank of America**. RII performed the evaluation of all rail equipment of the Florida East Coast Railway (FEC), first in 2007 for the initial acquisition of the FEC by Fortress Group, and subsequently each year on behalf of Bank of America to justify continued financing deals. RII performs a thorough review of documents provided by FEC, physical inspections of FEC's locomotives and a sampling of railcars, containers, trailers and other equipment to determine the overall condition and develop the market value for the equipment for purposes of using the equipment as collateral. These evaluations included 15-20 locomotives, over 1000 freight railcars, 3 prestige historical passenger business cars and extensive maintenance of way and intermodal equipment. All research, inspection results, photos, surveys, and analysis and findings are compiled into a detailed report for Bank of America. Subsequent included periodic desktop updates for market values and annual physical inspections to confirm consistent condition of the assets. RII also performed an asset life cycle analysis for FEC examining the remainder of life for all equipment in to assist in financial depreciation and equipment replacement planning, as well as assess the maintenance program.
*References: John M. Olsen, Bank of America, Senior Vice President; 300 Galleria Parkway, Suite 800, Atlanta, GA 30339; (Phone) (404) 607-3218; Email: john.m.olsen@bamf.com
Kim Cooper, Controller - Florida East Coast Railway; 7411 Fullerton Street, Suite 300 Jacksonville, FL 32256; Phone: (904) 538-6100; Email: kim.cooper@fecrwy.com*

Rail USA and V&S Railways – Net Liquidation and Going Concern Valuations for the **Grenada Railway**. RII developed the complete Net Liquidation Value (NLV) for the Grenada Railway located in Eastern Mississippi, as well as the Going Concern Value for the substantial traffic moving on the northern portion of the line. The evaluation served as the basis for the State of Mississippi to acquire the railroad from V&S Railways in 2015 as an economic development strategy and save the line from abandonment for local shippers. The NLV included valuation of over 2000 acres of right of way land that V&S donated to the state, and the evaluation served as the basis for the donation value to the IRS. The rest of the NLV included comparative market values and liquidation costs for all track components, structures, signal systems, etc. In 2020, RII developed an updated NLV for all portions of the track for its new operators Rail USA after significant capital upgrades in support of its Federal funding grant applications.
*References: Barbara Wilson – Rail USA/International Rail Partners, President & Chief Financial Officer, 1515 S Federal Highway, Suite 404, Boca Raton, FL 33432, Office Phone: 561-448-2060, Cell Phone: 415-609-9811, Email: Barbara.Wilson@railusa.net
Doug Davis – V&S Railways/A&K Railroad Materials General Counsel; Salt Lake City, UT 84130; Phone: (801) 977-6347; Email: ddavis@akrailroad.com*

Sierra Northern Railroad – Evaluations for **Sierra Railroad Company, Skunk Line, West Sacramento and Oakland railroads**. RII has developed valuations for this railroad holding company and its assets for various purposes over the last 15 years. Such valuation have included a Replacement Value for the West Sacramento (Sierra Dinner Train) line for potential public entity acquisition, an FMV for the Skunk Line in Mendocino County for potential easements and complete Net Liquidation Value (NLV) for all railroad assets (3 railroads) in the system for stock valuation, collateral for financing and in support of its Federal funding grant applications. Valuations have included inspections and valuation of track infrastructure, specialized rail equipment, rolling stock and locomotives, right of way and other real estate and buildings for industrial transportation, heritage and hospitality purposes.
Reference: Mike Hart – Sierra Energy, President & Chief Financial Officer 1222 Research Park Dr, Davis, CA 95618, Office Phone: 530-574-1614, Email: mike@sierraenergy.com

Lake States Railway/CIM Group– Due diligence for potential acquisition of **Lake States Railway**, a Class III railroad system operating over 373 miles of track in Michigan over 8 subdivisions, handling over 60,000 carloads annually. RII assisted with the preliminary due diligence and projections for CIM's initial bid for the railroad. RII developed the revenue projections, commodity forecasts and traffic projections, rates and pricing projections, operations analysis, operational cost projections, ancillary service projections, EBITDA and ROI. RII specifically vetted the likelihood of new traffic opportunities with projected EBITDA as a litmus test against sellers' confidential marketing package based on its experience with rail commodities and truck modal competition for freight traffic. *Reference: Krishna Kanimerakala, Associate Vice President, Investments, CIM Group, 4700 Wilshire Blvd, Los Angeles, CA 90010; Office Phone: 323.860.2204; Cell Phone: 508.471.8144; Email: kkanimerakala@cimgroup.com*

Pan-America Railways/Antin Infrastructure– Due diligence for potential acquisition of **Pan-American Railways**, a Class II system of multiple previous shortline and Class I railroads in northeastern United States now operating 1,811 miles of track. RII assisted with the preliminary due diligence and projections for Antin's initial bid for the railroads. Work included revenue projections, operational modeling, EBITDA projections, vetting new business opportunities, traffic analysis including traffic sustainability and rebound during the COVID pandemic, assessment of agreements, Class I relationships and joint facilities, as well as overview of U.S. railroad industry for the international investment firm. *Reference: Timothy O'Brien, Antin Infrastructure Partners S.A.S., 374 rue Saint-Honor, 75001 PARIS FRANCE; Phone: +1 212 321 4270 ; Cell Phone : +1 917 592 6990; Email: timothy.obrien@antin-ip.com*

Patriot Rail/First State Investments - Due diligence for the acquisition of **Patriot Rail** in 2019 through Bank of Montreal and First State Investments. The system included 18 complete railroad properties and 6 port facilities. RII examined all 12 railroads and 6 rail facilities in detail, including revenue projections, commodity forecasts and traffic projections, rates and pricing projections, operations analysis, operational cost projections, ancillary service projections, EBITDA and ROI and new opportunities. Worked closely with Bank of Montreal on its investment model to develop upside potential and risk thresholds.

RII also served as the railroad expert for Steel River's due diligence for its acquisition of Patriot Rail in 2011. Services included detailed inspection of all equipment and track assets, estimating expected rehabilitation costing where relevant, examining all traffic and operating plans, agreements and developing operational feasibility. Financial analysis included projecting revenues and profitability on each line as well as the purchase as a whole, including capital costs and ongoing maintenance and expenses.

References: John Ma, First State Bank, 10 East 53rd Street, Floor 21, New York, NY 10022; Email: John.Ma@firststateinvestments.com

Matthew Hill - SteelRiver Operations LP, One Letterman Drive · Building C, 5th Floor · San Francisco CA 94129; Phone: (415) 291 2222; Fax (415) 291 2250; Cell: (415) 606 6058; Email: matthew.hill@steelriverpartners.com;

Midwest Pacific Railnet – Evaluations of Bountiful Grain and Craig Mountain Railroad (BGCM), St. Maries River Railroad Company, Boot Hill & Western and Ozark Valley Railroads for **Wells Fargo, Simmons Bank, Sunflower Bank** and **Numerica** banks

RII has developed valuations for this national railroad holding company over the last 15 years. Valuations have included NLV for both orderly and forced liquidation scenarios, FMV and GCV for ongoing business values. Valuations have been used by the banks to determine collateral value for loans, investment value and repayment capabilities. Valuations have included all track infrastructure, track component inventory, inspections, specialized rail equipment, rolling stock and locomotives, right of way and other real estate, buildings and permanent structures, partial and complete facilities.

References: Daniel Adams, Wells Fargo Bank, VP and Senior Relationship Manager; 601 W. 1st Ave, Suite 900 / Spokane, WA 99201; (Phone) 208-666-4513; Email:

daniel.g.adams@wellsfargo.com

Mike Williams, President – Midwest Pacific Railnet; 1759 PO Box, Orofino, ID 83544; Phone: (816) 776-7270; Email: mw@rrmaterials.com

Kokomo Grain Company and Winnamac Southern Railroad – Evaluations for the WSRV railroad for Estate Planning and Stock valuations

RII has performed various evaluations of the WSRV, owned by Kokomo Grain Company for the last 15 years. Evaluations have included NLV for the assets of the line, as well as GCV's for the traffic on the line. Evaluations have been used for purposes of acquisition of new segments, lease rates for third party operators, tax assessments and estate planning and have been performed by inspecting all assets as well as desktop evaluations for subsequent value updates. RII has developed the stock value for the railroad for both voting and non-voting shares for estate planning and redistribution of the railroad to the heirs of the estate. RII's evaluations and value projections were also used in a lawsuit on behalf of WSRV to support its damage claims.

References: Scot Ortman, President and CEO, Kokomo Grain; P.O. Box 745, Kokomo, IN 46903; (Phone) 765-236-4178; Email: sortman@kokomograin.com

Brad Ortman, President WSRV, 1002 W Morgan St., Kokomo, IN 46901; (Phone) (800) 666-06133; Email: bortman@kokomograin.com

Additional Bank References:

Simmons Bank: Shawn Thomas, Senior VP, Corporate and Commercial Banking, Phone: Office: 913-752-5312; Mobile: 816-289-8930; Email: Shawn.Thomas@simmonsbank.com

Big Shoulders Capital: Todd Di Benedetto, President, 105 Revere Drive, Suite D, Northbrook, IL 60062 Phone: (312) 343-0747; Email: todd.dibenedetto@bigshoulderscap.com

Plains State Bank: David Baker, Vice President, SBA Loan Officer, 3902 Cypress Creek Parkway, Houston, TX 77068; Phone: Office: 281-964-6857, Cell: 865-414-4735; Email: dbaker@psbplains.com

First Western Bank and Trust: Kevin Bohl and Mr. Fred Beuchler; Via Email: Kevin@fwbt.com; And fred.beuchler@fwbt.com, and Peggy Quinlan, PO Box 1090, Minot, ND 58702-1090; Phone: 701.857.7181; Email: peggyq@fwbt.com

Rail evaluations completed by RII in the last 5 years:

Client/Requestor	Property	Type of Evaluation/Purpose	Year
CIM Group	Lake States Railway - MI	Revenue projections, EBITDA, ROI, due diligenc	2022
Gascoyne Material Handling	Landfill,Transload,Trucking Facilities in ND,WY&MN	EBITDA for capital investment & assets NLV	2021
Fremont Northern Railroad	Fremont Northern Railroad - NE	NLV for right of way donation to non-profit	2021
Acquisition Proposal	CSX-Trans-Kentucky Transportation Railroad	NLV land & right of way, track & equipment	2021
Midwest Pacific Railnet	North Judson Line - IN	NLV of track and right of way	2021
Dakota Community Bank & Trust	Transportation Logistics Facility-Richardton, ND	Updated NLV track, equip & transload property	2021
Midwest Pacific Railnet	St. Maries Railroad - ID	Update NLV for Track only	2021
Sierra Northern Railroad	Portfolio of 3 railroads in CA	NLV of rack, real estate & equipment fleets	2021
Estate of David Root	Oregon Pacific Railroad - Portland, OR	FMV, NLV & Stock Valuation-track & equipment	2021
JMA Civil Group-City of Provo	Union Pacific Right of Way - Provo, UT	FMV & NLV for all track & right of way	2021
Continental Rail Corp	Delta Southern Railroad - Tallulah, LA	GCV for railroad business & growth	2021
DGD Development-City of Reno	Union Pacific Right of Way - Reno, NV	FMV for right of way property & easement	2021
First Western Bank	North Dakota Port Services - ND	NLV for Track,Real Estate & Equipment	2021
Big Shoulders Capital	San Luis & Rio Grand Railroad - CO & NM	Update NLV for Track & Right of way	2020
Midwest Pacific Rail	Nevada Northern Railroad - Ely, NV	NLV track and right of way	2020
Dakota Community Bank & Trust	Transportation Logistics Facility-Richardton, ND	NLV track, equipment & transload property	2020
Kern Valley Railroad	Kern Valley Railroad - Jansen, CO	NLV of track and right of way	2020
Continental Rail	Delta Southern-Monroe Branch Line, LA	Easement Valuation based on FMV	2020
Rail USA-Int'l Rail Partners	Grenada Railway, MS	NLV for upgraded line for Grant applications	2020
Simmons Bank	Indiana Boxcar Company: 2 railroads +Equipment	NLV for rail track; FMV for various Equipment	2020
Antin Infrastructure Partners	Pan Am Railways portfolio: numerous facilities	Revenue projections, EBITDA, ROI, due diligenc	2020
Synchronet	Burlington North Dakota Sand facility	NLV for acquisition&convert Intermodal Grain	2020
Sierra Railroad	Napa Valley Wine Train, Napa Valley, CA	Passenger Rail Equipment Evaluation	2020
Simmons Bank	St. Marie's ID & Boot Hill & Western, KS	NLV for Track, NLV after projected abandons	2020
A&K Railroad Materials	Eagle Mountain Railroad Museum - CA	Rail Equipment Evaluation	2018-2019
V&S Railways	Hutchinson Northern - KS	NLV for track & right of way	2018 & 2019
V&S Railways	Medicine Lodge Railroad - KS	NLV for track & right of way	2018 & 2019
V&S Railways	Missouri Central Railway - MO	NLV for track & right of way	2018 & 2019
Big Shoulders Capital	San Luis & Rio Grand Railroad - CO & NM	NLV for Track & Right of way	2017-2019
Sierra Northern Railroad	Skunk Line Railroad	NLV for Track & Real Estate	2017 & 2019
Chicago Belt Terminal	Fulton Railroad - OH	NLV for track & right of way	2019
Genesee & Wyoming	Golden Isle Terminal Wharf Railway - GA	NLV of assets & GCV of operations	2019
Continental Rail	Delta Southern Railroad - LA	NLV of assets, Revenue Projections & GCV	2019
Acquisition Proposal	Cimarron Valley Railroad - KS	FMV & NLV for all track, real estate, equip.	2019
First State Investments	Patriot Rail portfolio: 18 railroads & rail services	Revenue Projections, EBITDA, ROI, asset inspect	2019
Plains State Bank	Maintenance of Way Equipment Services fleet	Equipment fleet evaluations, NLV	2019
Acquisition Proposal	Southwestern Railroad - NM	FMV & NLV for all track, real estate, equip.	2019
Acquisition Proposal	Oregon & Eatsern Railroad - OR	FMV & NLV for all track, real estate, equip.	2019
Berry Plastics	Berry Plastics - IN	NLV for CSX track	2018
Iowa Pacific Holdings	Chicago Terminal Railroad - IL	RCNLD for Track & RoW	2018
Acquisition Proposals	CSX - 6 Branchlines in OH, TN, NC, NY & Canada	GCV for EBITDA & Revenue	2018
State of South Dakota	Dakota Southern Railroad - SD	NLV for Track & GCV	2018
Heritage Bank/mBank	Escanaba & Lake Superior Railroad	NLV for Track, RoW & Equipment	2018
Simmons Bank	Fremont and Northern Railroad - NE	NLV for Track	2018
Iowa Pacific Holdings	Iowa Pacific Holdings - National Fleet	Passenger Equipment NLV	2018
V&S Railways	Natchez Railway - MS	NLV for track & right of way	2018
Sierra Northern Railroad	Sierra Railroad Oakdale Division	RCNLD for Track, Structures & RoW	2018
V&S Railways	Towner Line - CO	NLV for track & right of way	2018
First Western Bank & Mbank	North Dakota Port Services - ND	NLV for Track,Real Estate & Equipment	2016-2018
Wells Fargo Bank	BGCM Railroad (All 3 Subdivisions) - ID	NLV for Track	2017
Sunflower Bank	Boot Hill and Western Railway - KS	NLV for Track	2017
Iowa Northern	Iowa Northern Railroad - IA	NLV for track & structure	2017
Wells Fargo Bank	St. Marie's ID & McCloud Railroads- CA	NLV for Track & Equipment	2017
Big Shoulders Capital	Mt. Hood Railroad - OR	NLV for Track & Right of Way	2017
Anacostia RR	NIPSCO Northern Indiana Public Service Company	NLV for track & right of way	2017
Sunflower Bank	Ozark Valley Railroad - MO	NLV for Track & Rail Inventory	2017
Pioneer Rail/Int'l Rail Ptnrs	Pioneer Railroad Lines (13 lines in 10 states)	NLV for Track, RoW & Equipment	2017
Numerica Bank	St. Maries Railroad - ID	NLV for Track	2017
Big Shoulders Capital	Streamliner Heritage Railroad - National	Equipment Evaluations	2017
Frontier Rail	Tacoma Railroad- WA	NLV for track & RoW for lease value	2017
International Rail Partners	Grenada Railway - MS	GCV & NLV for state donation/IRS filings	2017

PUBLIC VERSION

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

AB 1305X

**NORTH COAST RAILROAD AUTHORITY – ABANDONMENT EXEMPTION – IN
MENDOCINO, TRINITY, AND HUMBOLDT COUNTIES, CA**

MENDOCINO RAILWAY’S OFFER OF FINANCIAL ASSISTANCE

APPENDIX 2

VERIFIED STATEMENT OF ROBERT JASON PINOLI

**VERIFIED STATEMENT
OF ROBERT JASON PINOLI**

My name is Robert Jason Pinoli. I am the President of Mendocino Railway (“MR”). I am in my 30th year of service in the railroad industry, including roles in railroad operations, management, and finance. My career has included being one of the founding partners, shareholders, and a member of the board of directors of California Western Railroad. In addition to my role at MR, I am currently an elected Trustee to the Mendocino-Lake Community College District and serve as President of the Board for Mendocino College serving some 6,000 students. Previously, I have served as the Vice-Chairman of the Board for Visit Mendocino County, the Treasurer for the Mendocino County Lodging Association, and President of both the Mendocino Coast Chamber of Commerce and the Oakdale Chamber of Commerce. I have a Bachelor of Science degree in business administration with minors in psychology and accounting.

On May 31, 2022, MR timely filed its notice of intent (“Notice of Intent”)¹ to file an Offer of Financial Assistance (“OFA”) to purchase a segment of the rail line that is the subject of this abandonment proceeding. Concurrently, pursuant to 49 C.F.R. § 1152.27(a), MR sent a letter to GRTA/NCRA requesting information MR required for formulating and submitting its OFA (“MR May 31st Letter”). The Board accepted MR’s OFA on June 10, 2022. See North Coast Railroad Authority – Abandonment Exemption – In Mendocino, Trinity, and Humboldt Counties, Cal., AB-1305X, slip op. at 3 (STB served June 10, 2022) (“June 10th Decision”). After a series of additional filings and an additional decision, on September 15, 2022, over three months after MR’s initial request for information, GRTA/NCRA provided MR responses

¹ In its Notice of Intent, MR provided information necessary to demonstrate that MR is preliminary financially responsible as described in the Board’s regulations.

(“GRTA/NCRA OFA Response”) that it alleged satisfied its informational disclosures, as indicated in its Certification of Filing and Service of Information Required.

I am providing this verified statement to (1) address, correct, and respond to various statements/assertions offered by GRTA/NCRA in the GRTA/NCRA OFA Response; (2) provide information related to MR’s OFA, specifically the Contents of Offer requirements outlined in 49 C.F.R. § 1152.27(c)(1)(iv) (including (C) Disparity Between MR’s proposed purchase price and the minimum purchase of \$10,375,000.00 outlined in the GRTA/NCRA OFA Response, (E) Continuing need for rail service on the portion of the GRTA/NCRA Line proposed for acquisition by MR); and (3) propose a compromise that would allow for the preservation of rail service while also enabling GRTA/NCRA to proceed with its desired Great Redwood Trail, resulting in a win-win for the region, its people, and its businesses.

I. Correcting the Record on GRTA/NCRA OFA Response

As noted above, on September 15, 2022, GRTA/NCRA served MR with a copy of the GRTA/NCRA OFA Response, including nine exhibits. I carefully reviewed the entire filing and, as a result, feel the need to address certain statements, to point out certain deficiencies, and clarify various misleading statements by GRTA/NCRA concerning MR’s OFA to purchase the 13-mile portion of GRTA/NCRA’s rail line from milepost 139.5 to milepost 152.5 (“GRTA/NCRA Line”).

Before, addressing the specific issues, I want to address a related claim by GRTA/NCRA’s counsel in GRTA/NCRA’s October 12, 2022 filing, in which GRTA/NCRA’s counsel denies that GRTA/NCRA has been “improperly collaborating with other entities that support the establishment of a trail, without any rail as well, over the corridor proposed for abandonment,” and further asserts that MR’s claims that GRTA/NCRA has improperly

collaborated in such a manner “are neither correct nor relevant.” As previously stated during this proceeding, MR has been pursuing a RRIF loan for various upgrades and improvements to MR’s 40-mile rail line between Fort Bragg, California, and Willits, California and continues to make progress in that endeavor. As part of those efforts, MR and its team are in continuous communication with the Build America Bureau (“BAB”) and the Federal Railroad Administration (“FRA”). From those conversations, and regular communications with MR’s suppliers, MR has learned from multiple sources that GRTA/NCRA and a host of others acting on GRTA/NCRA’s behalf have been seeking confidential or protected information from the Build America Bureau, the Federal Railroad Administration, and MR’s commercial partners concerning MR’s rail operations over MR’s rail line, which extends from Fort Bragg, California to Willits, California (“MR Line”). While some of the conversations have commenced as interest in the RRIF loan, when pushed, the parties seeking this information have indicated that they are really seeking to obtain this information they can use to block MR’s efforts to preserve rail service via this proceeding.

It is abundantly clear that for months GRTA/NCRA has been far more interested in gathering what it believes is intel concerning MR and the MR Line than in fulfilling its discovery obligations in this proceeding and providing accurate responses to the MR May 31st Letter necessary for MR to file an OFA.² Much of the tight 30-day window for MR to bring an OFA

² As explained in the Verified Statement of Bradley J. Elkin, the Managing Partner at Diepenbrock Elkin Dauer McCandless LLP (“Elkin VS”), whom MR retained to provide an opinion on total acreage and ownership interests of GRTA/NCRA, both of which are applicable to establishing a purchase price for an OFA, much of GRTA/NCRA’s valuation evidence is flawed because it overstates GRTA/NCRA’s fee simple ownership, exceeds the total acreage based on railroad valuation maps, contains considerable internal inconsistencies, and is wholly inconsistent with prior statements made in advance of the effort to construct a Great Redwood Trail. Elkin VS at Pages 6-9. Mr. Elkin was able to obtain and review 4/15 deeds (roughly 26.7%) but determined that, even based on this review, at least 61.39 acres, *and as much as* 94.88 acres, should be subtracted from the BRI Appraisal and valued at \$0.0. Id.

has been dedicated to reviewing and evaluating the erroneous and incomplete information that GRTA/NCRA has provided.

GRTA/NCRA and its counsel will stop at nothing to advance the Great Redwood Trail. For starters, even though MR only seeks to acquire 13 miles, GRTA/NCRA erroneously suggests that to establish Actual Financial Responsibility³ the Board should consider not only costs related to rehabilitating and operating the GRTA/NCRA Line, but also costs GRTA/NCRA alleges are required for MR to resume operations over the MR Line, which GRTA/NCRA falsely states to be an estimated \$31,300.00, grossly overstated by the way. GRTA/NCRA does not elaborate on the specifics of the improvements, provide a report on the condition of the MR Line, or state any argument concerning whether the improvements are in fact necessary for present-day operations or are only needed sometime over the next 20 years. Instead, GRTA/NCRA in recent filings has offered a picture of rail bikes, Exhibit B to GRTA/NCRA OFA Response, a list of grant applications by MR to pursue a rail improvement project from Willits to Fort Bragg, California, and a picture of partially collapsed Tunnel #1, which MR has been taking steady steps towards reopening, despite the persistent and improper interference of the Great Redwood Trail activist brigade. To be clear, MR already owns its Line; there is no reason for the Board to evaluate it in connection with MR's OFA.

GRTA/NCRA zeros in on the MR Line as a red-herring, in the hope that its employment of the art of distraction will persuade the Board to overlook the fact that GRTA/NCRA has let the GRTA/NCRA Line fall into such a state of disrepair that operations over the GRTA/NCRA Line “as a stand-alone freight operation make[] no economic sense.”⁴ In other words, GRTA/NCRA has perpetuated the foreclosure of rail service over the GRTA/NCRA Line and

³ GRTA/NCRA OFA Response at Page 3-4/195.

⁴ Id.

now wants to be rewarded for doing so. GRTA/NCRA's actions thus far have been nothing less than egregious. Perhaps the biggest problem is the impact that GRTA/NCRA's actions have had on would-be shippers. As explained in Section II, a shipper that has sought rail service on the MR Line is ready and willing to ship by rail and would have used the GRTA/NCRA Line within the past decade had GRTA/NCRA honored its common carrier obligation and brought its line into a state of good repair.

In fact, this shipper has expressed interest not only in through service from Milepost 152.5 to Fort Bragg, California, but has said that it would be interested in rail service from its facility to Willits, California until MR can fully restore service to Fort Bragg. MR has included a letter from the shipper⁵ indicating that the parties have reached an agreement on both the compensation⁶ and volume of traffic that would be shipped by rail annually. Having transportation options for the first time will be a game-changer for this shipper and its future expansion plans. Yet, instead of ensuring the continuity of rail and the needs of would-be shippers, GRTA/NCRA believes it is imperative that all rail service to this region be removed forever in favor of a Great Redwood Trail being developed for what the GRTA/NCRA has itself estimated to be only "55 or fewer daily [trail] users" at a cost of \$3.1 million per mile.⁷

In furtherance of the Great Redwood Trail, GRTA/NCRA's attempts to artificially inflate the estimated purchase price by adding costs⁸ wholly unrelated to the GRTA/NCRA Line

⁵ See Attachment A - Shipper Letter. The Shipper Letter has been filed as highly confidential because the shipper is afraid that it will become a target of retaliation from GRTA/NCRA and its cabal of trail supporters. Further, the shipper's letter contains shipper-specific data which is typically afforded protection pursuant to a protective order.

⁶ See Attachment B - Tariff, which is a proposed tariff setting forth the terms under which MR will be compensated by the shipper.

⁷ See Attachment C- Trail Usage Projections from Alta and Ascent Environmental 2020, at ES-6, available at <https://calsta.ca.gov/-/media/calsta-media/documents/appendix-d--cdpr-great-redwood-trail-feasibility-report508remediatedally.pdf>

⁸ To be clear, MR owns the MR Line, which is not the subject of the OFA in this proceeding.

proposed for abandonment/acquisition. While GRTA/ NCRA offers what GRTA/NCRA asserts should be the estimated minimum purchase price, as explained in Section II (below), even that number (\$10,375,000.00) has been artificially inflated⁹ and is highly unreliable. Similarly, both the GRTA/NCRA's rehabilitation costs attributable to GRTA/NCRA Line and the Net Liquidation Value for the GRTA/NCRA Line's infrastructure are equally unreliable and inflated. GRTA/NCRA's actions demonstrate that it will do anything, and say anything, to ensure that this region is stripped of its opportunity for rail service in favor of a trail that even by GRTA/NCRA's own estimates will be used by virtually no one.

II. Information Related to MR's OFA & Contents of Offer Requirements.

1. Disparity Between MR's Proposed Purchase Price and the Minimum Purchase Price of \$10,375,000.00 set forth in the GRTA/NCRA OFA Response (and Rehabilitation Evidence)

The difference between NCRA's minimum purchase price and MR's purchase price is over \$4.8 million. MR's total minimum purchase price is \$5,483,039.00 (including the appraisal and Net Liquidation Value ("NLV") and assuming the Board was to give GRTA/NCRA another bite at the apple (which it should not do) to provide all deeds and prove that there is no reversionary interest, in the properties, it has erroneously asserted were owned fee simple.

GRTA/NCRA's minimum purchase price was based on two components: an appraisal and NLV for the rail underlying the GRTA/NCRA Line. As noted above, RII's Appraisal Report and the Elkin VS address the deficiencies concerning the GRTA/NCRA appraisal which artificially inflates the purchase price by, at a minimum, between approximately \$2.3 and \$3.4 million. GRTA/NCRA further attempts to expand MR's financial responsibility by including

⁹ MR enlisted Gary V. Hunter of Railroad Industries Incorporated ("RII") to provide an appraisal report ("RII's Appraisal Report") that corrects various faulty methodologies employed in Exhibit C to the GRTA/NCRA OFA Response in calculating both the valuation and NLV evidence offered by GRTA/NCRA. The RII Appraisal Report is Exhibit 1 to MR's OFA.

rehabilitation costs not just for the GRTA/NCRA Line that is the subject of the OFA, but also for MR's Line.

GRTA/NCRA's rehabilitation evidence set forth in the GRTA/NCRA OFA Response suffers from various other fatal flaws. For starters, GRTA/NCRA's contractor, American Rail Engineers ("ARE"), estimated it would cost \$22,496,781.00 to rehabilitate the GRTA/NCRA Line. But that figure is grossly overstated and entirely based on the false assumption that the GRTA/NCRA Line must be operated at or above Class I status. As the predecessor to the STB, the Interstate Commerce Commission ("ICC") recognized in its 1982 policy statement for abandonment purposes the applicant carrier shall project the amounts necessary to permit efficient operations over the line segment.¹⁰ In making its projection of rehabilitation costs, the ICC directed applicants to consider (i) the cost to attain the lowest operationally feasible track level, (ii) the cost to attain the rehabilitation level resulting in the lowest operating and rehabilitation expenditures, or (iii) the cost to attain the rehabilitation level resulting in the lowest loss, or highest profit, from operations. Here, GRTA/NCRA did not consider whether the GRTA/NCRA Line could be operated at any track status other than Class I. In effect, GRTA/NCRA wants MR to be forced to build the equivalent of a mansion when a smaller cabin would be sufficient for MR's and its shippers' needs.

While GRTA/NCRA's contractor ARE evaluates and provides railroad rehabilitation evidence as part of ARE's business line, ARE's evidence is off base because it assumes that the GRTA/NCRA Line must be maintained to Class I standards. Given the amount of freight traffic currently on the GRTA/NCRA Line, and the fact that in the immediate future the GRTA/NCRA Line is intended to be used for freight only, maintaining it to Class I standards is simply not

¹⁰ Revision of Abandonment Regulations (49 CFR 1152), EP 274 (Sub-No. 5), 1983 ICC LEXIS 10 at 22 (ICC served Nov. 16, 1983).

necessary. We could commence operating over most of the GRTA/NCRA Line as excepted track pursuant to 49 CFR § 213.4 and gradually bring the GRTA/NCRA Line to Class I status if necessary. Of course, for any areas where Class I standards are specifically required, we would bring that trackage to Class I standards. It is also evident that ARE did not do a thorough inspection of the GRTA/NCRA Line.

My team, on the other hand, in preparation for the OFA, conducted a “boots on the ground” inspection of the entire 13-mile GRTA/NCRA Line, which was found to be generally in suitable condition as demonstrated by the photos included in the NWP Line Report.¹¹ Based on our thorough inspection, we estimate that it would cost \$7,242,814.00 to rehabilitate the track to excepted status and an additional \$1,652,640.00 (or a total of \$8,895,454.00)¹² to rehabilitate the track to Class I status. As previously noted, unless otherwise required by the Board, MR would commence operating the track in excepted status and gradually bring the GRTA/NCRA up to Class I status as traffic warranted doing so. Based on these estimates, GRTA/NCRA’s costs to rehabilitate the GRTA/NCRA Line are overstated by \$13,601,327.00.

In the ARE Net Liquidation Value Willits MP 139.5 to Longvale MP 152.5 Report (“ARE Report”), David Anderson, P.E., indicates his NLV of \$3,650,000 relied on field visits (nonattributable to specific dates) to get an overall assessment of the rail, other track materials, ties, and ballast. See p. 1 of ARE NLV Report. Further, Mr. Anderson states that “spot checks of rail size confirmed the rail to be primarily 112 lb. in fair condition with few burn marks found.” Lastly, Mr. Anderson admits that “[t]rack charts [not a visual inspection were] used to identify the various rail sizes on the property.” It is unclear if these field visits happened this year, last year, or a decade ago. Unlike MR’s in-person inspection of the entire section at issue, the ARE

¹¹ See Attachment D-NWP Line Report, October 3, 2022.

¹² See Attachment E- Assessment and Calculation of Track Rehab.

Report relied only on spot checks, low-level photography, and LiDAR collected by helicopter.¹³ Mr. Anderson admits that he did not even bother to check all tie conditions, particularly in those areas he purports were not accessible by foot. Id. Given that MR's inspection spanned the entire GRTA/NCRA Line, MR's evidence is far more reliable.

While MR's proposed NLV is addressed fully in RII's Appraisal Report, I point out two general deficiencies in the way GRTA/NCRA calculates its own NLV. First, the scrap prices market is highly volatile and fluctuates greatly depending on location and period.¹⁴ Second, and more important, ARE treats all rail and ties as relay quality. This track has been sitting unused for two or more decades. Although there is a small portion still in relay quality, I have no idea how they can call the rest of it "relay condition," particularly given that ARE only conducted some spot checks. Since no details were provided regarding their inspection or itemization of which components are in what condition, we suspect that these were extraordinary desktop assumptions vs. inspected condition. You can see how that factor alone makes the largest impact on the overall track value.

Pictures supporting MR's inspection are available as part of Attachment D. While ties have certainly shown their age, not all are in poor condition. We believe that most remain suitable for continued use in excepted condition.¹⁵ For rail track to be operated over in excepted condition, at least every tie under a joint must be competent. Excepted condition differs from Class I condition, which requires not only that the track meet the minimum requirements of excepted, but the railroad also must ensure that every eighth tie is in good condition.

¹³ See GRTA/NCRA OFA Response at Page 194/195.

¹⁴ For example, in general, steel prices across the United States have dropped 27% since the July NLV.

¹⁵ Mr. Anderson appears to agree with MR. "Field inspection of the rail revealed that the rail is in fair condition with minimal signs of wear and sufficient for freight rail service at 10 mph with the grades and curves on this 13-mile segment." See GRTA/NCRA OFA Response at Page 12/76.

There are 13 miles of track which translates to 68,640 feet. Thus, there are 137,280 feet of mainline rail spanning 13 miles. A stick of rail on this line measures 39' which means there are approximately 3,520 joints. To ensure each joint is compliant with excepted conditions, MR will install two new ties per joint.

Additionally, MR is quite familiar with tunnel rehabilitation. As such, MR has a current estimate of \$6,448 per foot (or \$4,539,294.00) for complete rehabilitation, which MR believes to be an accurate number assuming a complete rehab is needed for Tunnel #11.¹⁶ While the ARE Report claims that Tunnel #11 needs extensive repairs, it does not elaborate on what exactly those repairs involve. It is also unclear how GRTA/NCRA's experts know the repairs are extensive given that their experts admit on page 14 of the Shannon & Wilson Report that the inside of Tunnel #11 was last inspected in 2007¹⁷ and that no inspection occurred in 2021 because the portal entrance/exit to Tunnel #11 was blocked. Moreover, GRTA/NCRA's experts acknowledge that they simply "**assume** that large portions of the 700-foot-tunnel have also collapsed." Id. One thing is clear, the ARE Report is based on tremendous speculation rather than first-hand knowledge. That said, I understand tunnels and what it takes to make repairs to tunnels, including wood sets inside tunnels because, as has been indicated throughout this proceeding, there are two tunnels on the MR Line. I find the estimate put together by the MR team to be accurate if a complete rehab is in fact needed. If the tunnel is not completely collapsed, then the cost of rehabilitation could be far less.

¹⁶ MR has also allocated approximately 7% of its initial budget for contingency and other track maintenance needs including vegetation management, culvert replacement and rehabilitation, drainage work, bridge work, etc.

¹⁷ Based on GRTA/NCRA's claim that Tunnel #11 was inspected in 2007, it appears the shoefly that was used to runaround Tunnel #11 has since been removed. Thus, MR could restore service by going around Tunnel #11, as NCRA previously did when it operated.

In summary, the disparity between MR's minimum purchase price and GRTA/NCRA's is largely attributable to two simple facts: (1) GRTA/NCRA has grossly overstated its real estate valuation, its cost of rehabilitating and operating the GRTA/NCRA Line going forward at either excepted or Class I status, and the NLV (should the GRTA/NCRA Line be salvaged upon GRTA/NCRA being granted abandonment authority); and (2) GRTA/NCRA has attempted to include costs that are completely unrelated to the OFA pending before the Board and tried to argue that such costs are necessary for MR to provide service over the GRTA/NCRA Line, with no understanding whatsoever of what those improvements involve. Even more egregiously, because GRTA/NCRA does not believe it makes economic sense to operate over the GRTA/NCRA Line, it believes it should be allowed to speak for would-be shippers on the issue as well. It should not.

2. Continuing Need for Rail Service on the GRTA/NCRA Line.

As President of MR, I routinely reach out to potential shippers to solicit customers desiring freight service over the MR Line. For over a year, I have also been reaching out to shippers located near/on the GRTA/NCRA Line. During my outreach, certain shippers expressed an interest in shipping freight via the GRTA/NCRA Line if the line was rehabilitated and service was restored. A couple of these customers both on and off the GRTA/NCRA Line proffered that they would have used portions of the GRTA/NCRA Line over the past decade but simply could not do so due to the refusal of GRTA/NCRA to rehabilitate the GRTA/NCRA Line and offer common carrier service.

One particular shipper encouraged MR to pursue an OFA and attempt to restore service. The preference of this shipper would be to ship freight from their facility on the OFA segment via rail as it would be less expensive, faster, and more environmentally friendly than trucking.

Trucking has been inefficient for this shipper. Shipping by rail will significantly improve transportation fluidity for this shipper by eliminating delays related to truck congestion across a very mountainous route between their two facilities. While this shipper ultimately would like thorough service from its facility to Fort Bragg, CA, the shipper indicated it would benefit from at least being able to ship via rail to Willits, CA by rail. MR listened to this shipper and began efforts to acquire the GRTA/NCRA Line to meet their needs.

Over and over again, GRTA/NCRA has suggested that MR's efforts to acquire the GRTA/NCRA Line are a hoax, or just so MR can run additional passenger trains or railbikes. These suggestions are simply not true. MR is instead trying to do what GRTA/NCRA should have done a long time ago: rehabilitate the GRTA/NCRA Line and have a qualified operator provide common carrier service over it instead of picking entities with little to no experience. This is not a speculative goal. The shipper is aware that MR, with the assistance of its parent company, Sierra Railroad Company, and its sister company, could not offer service tomorrow, but MR is prepared to rehabilitate the GRTA/NCRA Line and begin offering service within a year.

III. Rails and Trails – A Win-Win Compromise.

In GRTA/NCRA's October 12, 2022 filing counsel for GRTA/NCRA claims among other entertaining self-serving statements that MR's OFA is nothing more than "a pointless obstruction of the State's proposed Great Redwood Trail" and that "GRTA/NCRA is discharging the will of the people of the State of California as manifest in recent state legislation and actions by the California Transportation Commission."¹⁸ However, if the will of the people is in fact a trail, it begs the question of why MR's efforts to both preserve rail service *and* allow for the

¹⁸ See Great Redwood Trail Agency, formerly named North Coast Railroad Authority (an agency of the State of California) – Abandonment Exemption – in Mendocino, et al. Counties, CA, AB 1305X (STB served October 12, 2022).

Great Redwood Trail have been repeatedly rebuffed by GRTA/NCRA in favor of a trail that will accommodate 55 of California's 40 million citizens a day. Despite GRTA/NCRA's outlandish claims, MR is sympathetic to its desire to promote trails. Before I propose a compromise, I want to be 100% clear that while MR is seeking to acquire the entirety of the right-of-way proposed for abandonment, should the Board wish to allow GRTA/NCRA to retain the excess portion of the right-of-way that is unnecessary for rail service, and allow the corridor to be used for both rail *and* a trail, MR would be open to acquiring less than the entire width of the right-of-way. I personally have had many conversations¹⁹ proposing such an arrangement, which would create a win-win of both rail *and* the GRTA/NCRA's trail, without forevermore cutting this portion of California off from the interstate railroad network. Contrary to GRTA/NCRA's claims, and unless GRTA/NCRA sold portions of its right-of-way without seeking abandonment authority from the Board, the width of the GRTA/NCRA Line from MP 139.5 to Milepost 152.5 ranges from 100 to 200 feet.²⁰ MR only needs 50 feet to provide service to the shipper and maintain the GRTA/NCRA Line. Thus, the Board could order GRTA/NCRA to sell MR just 50 feet and GRTA/NCRA would still be able to build its Great Redwood Trail.²¹ MR would be open to mediation before the Board, if it is thought that Board-sponsored mediation could result in a successful rail with trails arrangement.²²

Rails *and* trails, as MR has many times proposed, would leave a 50 to 100 feet corridor for a trail (depending on the location of the 13-mile GRTA/NCRA Line). MR envisions that the

¹⁹ These conversations were with various people, including California State Senator McGuire who's legislation sought to rename the NCRA to GRTA in furtherance of the Great Redwood Trail.

²⁰ See Exhibits A and B to Elkin VS.

²¹ Our appraisal contemplates this alternative and provides a valuation should the Board order us to acquire less than the entire width of the right-of-way.

²² Should the STB grant MR's OFA, mediation amongst the parties could be helpful in reaching an agreement on specific acreage to be acquired by MR and facilitate the parties reaching an agreement on the purchase price.

rail would remain in the current footprint. However, MR seeks to promote the interests of the residents (and potential 55 or less trail users per day) that would use the 13-mile GRTA/NCRA Line; thus, MR would be willing to negotiate moving the tracks to one side of the ROW or the other (where possible) to further help NCRA/GTRA build its desired Great Redwood Trail, provided that NCRA/GTRA paid the cost to move the tracks, which would otherwise be an unnecessary expense for MR.

MR has its own trail crew and has significant experience building trails alongside tracks, so we know they can coexist very well together (as evidenced by the many rails and trails arrangements throughout the US). GRTA also knows rails and trails can co-exist, as evidenced by the picture below of the Great Redwood Trail adjacent to a rail line.



During MR's inspection of the Line, MR took lots of photos, to demonstrate to the Board that we have taken seriously the idea that rails and trails could coexist on the NCRA/GRTA Line, below is a sampling of photos with a yellow overlay (intended to show the approximate placement of a

50 feet (or more depending on the location) swath of land²³ that could be used for the Great Redwood Trail) adjacent to the ROW.



Because this is not a high-volume rail line, a compromise which MR has suggested for years would promote the interests of NCRA/GRTA Line, MR, MR's shippers, and the residents and potential users of the Great Redwood Trail as well as local residents and businesses who still have a need for rail service.

CONCLUSION

The GRTA/NCRA's has grossly overstated the minimum purchase price in its GRTA/NCRA OFA Response, including overstating the (1) real estate, (2) rehabilitation, and (3) NLV, and misrepresenting (4) the alleged lack of shipper interest in the service over the GRTA/NCRA Line.

²³ The picture is not to scale, and the yellow lines are mere guides. MR recognizes the trails desired width along with the required setbacks should fit nicely along this 13 miles corridor. Also note, Senator McGuire indicated for this remote section of the Great Redwood Trail, GRTA/NCRA will be utilizing gravel or dirt, meaning that portion of the trail will not be ADA compliant. <https://www.youtube.com/watch?v=qDFPdcJUySI>

With respect to (1) and (2) above, GRTA/NCRA's counsel reviewed and warranted deeds, but did not share them with MR. This handicapped MR. But despite GRTA/NCRA's efforts to hide the ball, MR was able to hire experts to begin to unravel the web. Based on the ICC's record alone, it is readily apparent that GRTA/NCRA is playing fast and loose with the truth. For this reason, MR's valuation evidence should be accepted as valid, without allowing GRTA/NCRA to take another bite at the apple after having failed to meet its discovery obligations. With respect to (3) above, GRTA/NCRA's evidence concerning rehabilitation and NLV is equally unreliable and based on equally erroneous assumptions, inadequate desktop surveys, and spotty historical information.

Lastly, and most important, it does not matter that the GRTA/NCRA believes that operations over the GRTA/NCRA Line as a stand-alone freight operation make no economic sense. MR has a shipper that desires rail service, is ready and willing to ship by rail, and would have used the GRTA/NCRA Line within the past decade had GRTA/NCRA honored its common carrier obligation and brought its line into a state of good repair. It did not. MR stands ready to provide service to the shipper if it is afforded a brief period to rehabilitate the GRTA/NCRA Line.

Verification

I, Robert Jason Pinoli, verify under penalty of perjury that I am President of Mendocino Railway, that I have read the foregoing document and know its contents, and that the same is true and correct to the best of my knowledge and belief.

Executed on October 14, 2022.

A handwritten signature in black ink, appearing to read 'R. Pinoli', written over a horizontal line.

Robert Jason Pinoli, President,
Mendocino Railway

Attachment A
Shipper Letter

Page Withheld as Highly Confidential Pursuant to Protective Order Granted by the Board. See Great Redwood Trail Agency – Abandonment Exemption – In Mendocino, Trinity, And Humboldt Counties, Cal., AB 1305X (STB served October 13, 2022)

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Attachment B

Tariff

MENDOCINO RAILWAY

PROPOSED FREIGHT TARIFF CWR 9600

LOCAL AND INTERCHANGE
CHARGES
APPLYING
BETWEEN/AND AT
STATIONS ON THE
FORMER NCRA / NWP LINE BETWEEN
WILLITS, CA (MP 139.5) AND LONGVALE, CA (MP 152.0).

OWNED BY
MENDOCINO RAILWAY / CALIFORNIA WESTERN RAILROAD (CWR)

VIA AN OFA WITH THE SURFACE TRANSPORTATION BOARD

Great Redwood Trail Agency – Abandonment Exemption – In Mendocino, et al. Counties, CA, AB 1305X

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items.

ISSUED: TBD EFFECTIVE: TBD

ISSUED BY
Robert Jason Pinoli, President
Mendocino Railway
100 West Laurel Street
Fort Bragg, California 95437

(The provisions published herein, if effective, will not result in an effect on the quality of the human environment.)

RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGULATIONS

ITEM 10

SUPPLEMENTS AND REISSUES

When reference is made in this tariff, or supplements, to other publications for rates or other information, it includes "Supplements thereto or successive issues thereof."

Where reference is made in this tariff to items, it includes "reissues" of such items.

ITEM 15

REFERENCES TO TARIFFS, ITEMS, NOTES, RULES, ETC.

Where reference is made in this tariff to another tariff by number, such reference applies also to such tariff as it may be applicable on intrastate traffic, or traffic within Canada.

When the words tariffs or contracts are used in this tariff, they refer to tariffs or contracts lawfully on file with the U.S. Surface Transportation Board as to interstate traffic and State Commissions as to intrastate traffic, or their respective successors.

ITEM 20

METHOD OF CANCELING ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff, or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. Example: Item 100-A cancels Item 100 and Item 300-B cancels Item 300-A in a prior supplement which, in turn, cancelled Item 300.

ITEM 30

PAYMENTS OF CHARGES

Customer shall pay the applicable charges to Railroad upon invoice and on or before the due date specified in the invoice. Charges are due and payable within thirty (30) days following the date of the invoice. In the event that the invoice has not been paid or payment has not been made by Customer on or before the due date, a late payment charge of two percent (2%) of each unpaid charge shall be assessed immediately, and then finance charges of two percent (2%) per month shall then accrue and be assessed on the outstanding balance (payments, late payment charges, and interest) owed. Payments shall be applied first to late payment charges, then to interest charges, and then to the outstanding balance.

MENDOCINO RAILWAY

CWR 9600

SECTION 1 SWITCHING

(Charges in dollars and cents per car, except as otherwise noted)

ITEM 1000

SWITCHING CARS DELIVERED BY CONNECTIONS IN ERROR AT ALL STATIONS ON CWR

Cars, loaded or empty, delivered in error by connecting carriers will be subject to charges as shown in this item. Charges for cars delivered in error include the movement from and return as necessary to interchange track(s) of the carrier making the erroneous delivery. .

CHARGE \$300.00 per car

ITEM 1050

CARS DELIVERED IN INTERCHANGE TO CONNECTING CARRIERS¹

Cars received in interchange, loaded, or empty, for immediate switch service to another carrier or destined to points on the CWR which require CWR handling or switching service prior to placement or delivery to the interchange track(s) will be subject to the charges shown herein. Charges are payable by the delivering connecting carrier.

CHARGE \$300.00 per car

¹ Currently, interchange to connecting carriers is impossible because the connecting line owned by NCRA is out of service and NCRA's recent actions demonstrate that it has no intention to restore service over its rail line from Willits, CA south in the foreseeable future. This tariff includes provisions for interchange because Mendocino Railway stands ready to interchange with NCRA, should it rehabilitate its rail line and either provide common carrier service or arrange for an operator to do so.

MENDOCINO RAILWAY

CWR 9600

ITEM 1100

CARS SWITCH FOR CONSIGNOR, CONSIGNEE, OR PRIVATE CAR OWNERS

ITEM	STATION	FROM	TO	COMMODITY	CHARGE
1110	All stations in California	Any location at any industry	Another location within the confines of the same switching limits.	Cars of railroad or private ownership loaded, partially loaded, or empty.	\$300.00
		When at the request of owner of private track a car or cars are switched from a private track to the tracks of CWR or other private tracks as a temporary expediency to make room for another car or cars.		Cars of railroad or private ownership loaded, partially loaded, or empty.	\$300.00
		If such car or cars are returned to the private tracks.		Cars of railroad or private ownership loaded, partially loaded or empty.	\$300.00
1020	All stations in California	Any location at an industry shed, dock platform or open area served by a common set of tracks or parallel tracks where cars are regularly placed for loading, unloading, or other purposes.	Another location at the same industry shed, dock, platform or open area served by a common set of tracks or parallel tracks where cars are regularly placed for loading, unloading, or other purposes.	Cars of railroad or private ownership loaded, partially loaded or empty. Applies only when prior or subsequent to a linehaul and when it is necessary to move the car incidental to switching of other cars to or from the tracks serving the shed, dock, platform or open area, or is otherwise determined by CWR to be necessary for its operations.	No charge (Exception to Item 1010)

MENDOCINO RAILWAY

CWR 9600

ITEM 1100 (Continued)

CARS SWITCH FOR CONSIGNOR, CONSIGNEE OR PRIVATE CAR OWNERS

ITEM	STATION	FROM	TO	COMMODITY	CHARGE
1030	All stations at which track scales are located in California	Any location on track within switching limits.	Track scales and return.	Freight Carloads (Applies only when incidental to a linehaul.)	\$300.00 (Note 1)
				Freight Carloads (Applies only when not incidental to a linehaul.)	\$300.00 (Note 1)
		Interchange tracks of connecting carriers with which carrier has an interchange arrangement.	Track scales and return.	Freight Carloads (Also applies on empty railway equipment.)	\$300.00 (Note 1)

(1) – Applies on movements to track scales and return, loaded or empty on request of shipper or consignee and where weights thus obtained are not used for assessing freight charges. Does not apply on freight, including empty railway equipment received from interchange tracks and returned to interchange tracks and returned tracks of connecting carriers.

MENDOCINO RAILWAY

CWR 9600

ITEM 1100 (Continued)

CARS SWITCH FOR CONSIGNOR, CONSIGNEE OR PRIVATE CAR OWNERS

ITEM	STATION	FROM	TO	COMMODITY	CHARGE
1050	All stations in California	Industry track loading location within switching limits.	Any track within same switching limits where loaded cars may be held for disposition.	Freight Carloads (See Note 1)	\$300.00 (Note 2)

Note 1 – Applies only on loaded cars moved from loading track at shipper's directions, when such cars are to be held awaiting dispositioning. When billing instructions are furnished within 24 hours after the first 7:00 a.m. after the switching service is performed, exclusive of Saturdays, Sundays and (6) holidays, no charge will be made when billing instructions are furnished within the time limit specified herein.

Note 2 – Applies only when movement is incidental to a subsequent linehaul, otherwise, Item 1150 applies. Other applicable charges may also apply.

MENDOCINO RAILWAY

CWR 9600

SECTION 2

Switching charges

(Charges in dollars and cents per car, except as otherwise noted)

LINEHAUL CHARGES (Rule 11)

ITEM 2000			
BETWEEN	AND	COMMODITY	CHARGE
Willits CA.	Longvale, CA (Longvale Subdivision)	All Other, FAK (Note 1)	\$850.50 per car
ITEM 2010			
BETWEEN	AND	COMMODITY	CHARGE
Willits CA.	Longvale, CA (Longvale Subdivision)	Empty rail cars for dismantling or furtherance to off rail points (Note 1)	\$405.00 per car
ITEM 2020			
BETWEEN	AND	COMMODITY	CHARGE
Willits CA.	Longvale, CA (Longvale Subdivision)	Hazardous Materials, STCC 28,29,48,49	\$1012.50 per car

Note 1: Rates do not apply on hazardous materials (STCC 28,29,48,49), COFC, TOFC.

ITEM 2500

OVERLOADED OR IMPROPERLY LOADED CARS RECEIVED IN INTERCHANGE

When a car is discovered to be loaded in excess of its stenciled or allowable load limits, or improperly loaded on the CWR, the connecting carrier will be notified and requested to provide disposition. Cars subject to the above conditions will be placed at a location on the CWR, held pending disposition, and will be subject to storage and other charges as may be applicable under the provisions described in CWR Tariff 6001, and CWR will bill shipper of record (as shown on the Bill of Lading) for such charges until disposition or other instructions have been received. When disposition is received, the applicable charges as shown below will be applied.

- A. When a car is received from a connecting carrier and returned to the same connecting carrier at the same junction under one or more of the conditions described above, a charge of \$360.00 per car will be assessed.
- B. When a car is received from a connecting carrier and switched to and/or from any of the following stations on the CWR for the purpose of reducing, transferring, trimming, shifting or reloading, a charge of \$360.00 per car will be assessed. For all other Stations, a charge of \$720 per car will be assessed.

Note 1: Disposition on overloaded or improperly loaded cars must be in writing and clearly define the party, name, address, phone and fax numbers, responsible for the charges. This information must be delivered to the CWR via US Mail, facsimile (707-964-6428), or email to CWR's customer service department (Info@SkunkTrain.com).

MENDOCINO RAILWAY

CWR 9600

SECTION 3 WEIGHING

(Charges in dollars and cents per car, except as otherwise noted)

ITEM 3000

WEIGHING

- A. Applicable at all stations on the CWR
 - B. Weighing will be performed where requested by the customer, provided it is practicable for the CWR to do so and railroad or private scales are available.
 - C. Charges, if applicable, will be performed pursuant to applicable switching charges under Item 1100.
-

MENDOCINO RAILWAY

CWR 9600

SECTION 4

SPECIAL MOVEMENTS & ADDITIONAL CREWS

(Charges in dollars and cents per car, except as otherwise noted)

ITEM 3500

SPECIAL MOVEMENTS

- A. Applicable at all stations on the CWR
 - B. Special movements / work trains maybe scheduled to move goods or materials with a diesel locomotive and the following CWR cars; flat cars, bottom dump gravel hopper, and side dump car.
 - i. Locomotive fee per shall include a basic crew and will be charged at a rate of \$800.00.
 - ii. CWR Flat Cars will be charged at a rate of \$400.00 each per day.
 - iii. CWR bottom dump gravel hopper will be charged at a rate of \$400.00 per day.
 - iv. CWR side dump car will be charged at a rate of \$400.00 per day.
 - C. Crews for any special movements will be billed out at cost, plus benefits, plus overhead.
-

- END -

Attachment C

Figure ES-6

Trail Usage Projections from Alta and Ascent Environmental 2020

Available at:

<https://calsta.ca.gov/-/media/calsta-media/documents/appendix-d--cdpr-great-redwood-trail-feasibility-report508remediateda11y.pdf>

Attachment D
NWP Line Report
October 3, 2022

NWP Line

Monday, October 3, 2022 8:10 AM

General Summary:

Overall the rail is in excellent condition and is 110, 112 113, 132 and 136lb

The tie condition is hard to tell because of the vegetation, but is in generally good condition for excepted track and would need joint ties through parts as a minimum for class 1. I think that once you began to run trains over the tracks the tie condition would deteriorate quickly since no ties have been put in for over 20 years.

Vegetation is extremely poor throughout most all of the track with a few exceptions noted. The vegetation at times has even begun to pick up the tracks. (Picture below)

Bridges are in good condition but would need a more thorough inspection other than just a visual. The only notable visual inspection would be at bridge 143.1. that has 200 ft of decking would need to be replaced.

The tunnel at milepost 145.9 which is approximately 400 ft long is collapsed. There is a road that goes around the tunnel that I was told once had rail that was a shoofly around the tunnel but the rail has been removed.

The tunnel at milepost 149 appears to be in good condition.

It looks like individuals are running speeders between MP 146.1 and 148





Milepost 139.8 still in Willits yard
Vegetation: Poor
Ties: Good
Rail: 132lb. Good Condition

Notes: tangent Track



The main switch MP 139.9 switch is in good shape other than the tie condition on the approach, Needs five ties along with two new head blocks.



MP 140

Vegetation: Poor

Ties: poor

Rail: 112 lb. Good Condition

Notes: tangent Track, Would need at least ties under each joint.





Milepost 140..3

Vegetation: Poor

Ties: poor

Rail: 112 lb. Good Condition

Notes: tangent Track, For class one track, would need joint ties. Out of gauge



Private crossing they filled in the gauge, milepost 140.4



Picture showing tie conditions



Small private crossing, approximately
milepost 140.42





Bridge at MP 140.5 approximately 75 ft. long, approach is lifted from a tree in track. The decking and girder look good. I couldn't check caps or sills or posts about a day's worth of vegetation in the way. 132 lb. rail on bridge



Private crossing at milepost 140.7





MP 140.7

Vegetation: Poor

Ties: poor

Rail: 132 lb. Good Condition

Notes: tangent Track, is good enough to hold Gage for excepted track but for class 1 would need joint ties minimum



MP 140.9

Vegetation: Poor

Ties: good

Rail: 132 lb. Good Condition

Notes: tangent Track, Impassable because of vegetation for at least a quarter of a mile. The tie condition is good, maybe even class one even without joint ties. Hard to tell with vegetation.



MP 140.2 bad rail for two rail links



The crossing at highway 101 was completely removed



MP 141.5.
Vegetation: Poor
Ties: Good

Rail:112 lb. Good Condition

Notes: tangent Track, Tie condition.
Good for excepted track. Would need
joint ties for Class 1.



MP 142. Old LP crossing. Asphalted
over. 112 lb. in good shape. Tie
condition OK for excepted track.
Would need to add for Class 1 Track



MP 142.5,
Vegetation: Poor
Ties: poor
Rail: 112 lb. Good Condition
Notes: tangent Track, vegetation
extreme, tie condition okay for

excepted track would need some
joint ties for class 1









Bridge

MP 143.1. Rail 112 lb. Bridge is 400 feet long. The first 200 is a metal girder and standard deck ties. Girder and ties and decking and concrete pillars in good shape.

Second-half of the bridge is Ballast decking. The decking would need to be replaced in poor condition. All caps and sills and posts are in good shape. A few Bracings are starting to rot on the end.



MP 143.5

Vegetation: Poor

Ties: poor

Rail: 112 lb. Good Condition

Notes: tangent Track, This section has a lot fewer large trees just a lot of brush for the last half mile. Tie condition random, okay for excepted track would need some joint ties for class 1. Through this section, there's driftwood. It looks like. This area might flood.



Milepost 144 small crossing in good shape rail 112 lb.



Milepost 144

Vegetation: Poor

Ties: poor

Rail: 112 lb. some curve wear

Notes: ties in good condition for
excepted and class 1



MP 144.5

Vegetation: Poor

Ties: poor

Rail: 112 lb. Good Condition

Notes: tangent Track, large tree down
tie condition good for excepted track
and class one.



145.1 bridge 20 ft long concrete post in good condition, timbers, and cap in good condition



MP145.7 RV blocking Tracks







Collapsed tunnel, milepost 145.9 tunnel approximately 400 ft long

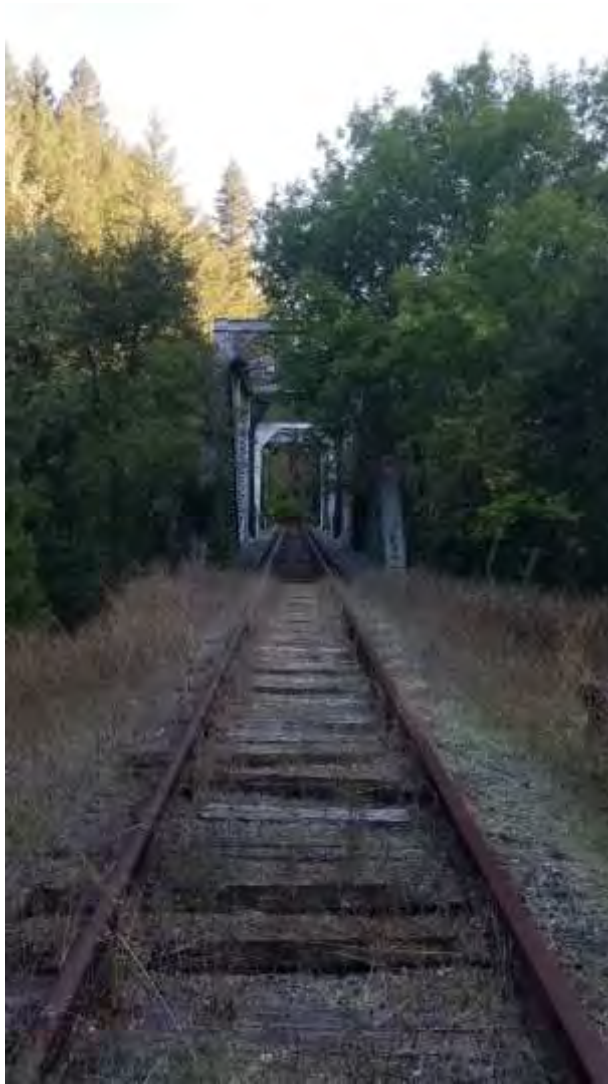




North end of the tunnel







MP 145.8 bridge rail 136lb metal girders and deck and concrete pillars in good condition. 185ft long at the end of the bridge, it comps down to the 112-pound rail



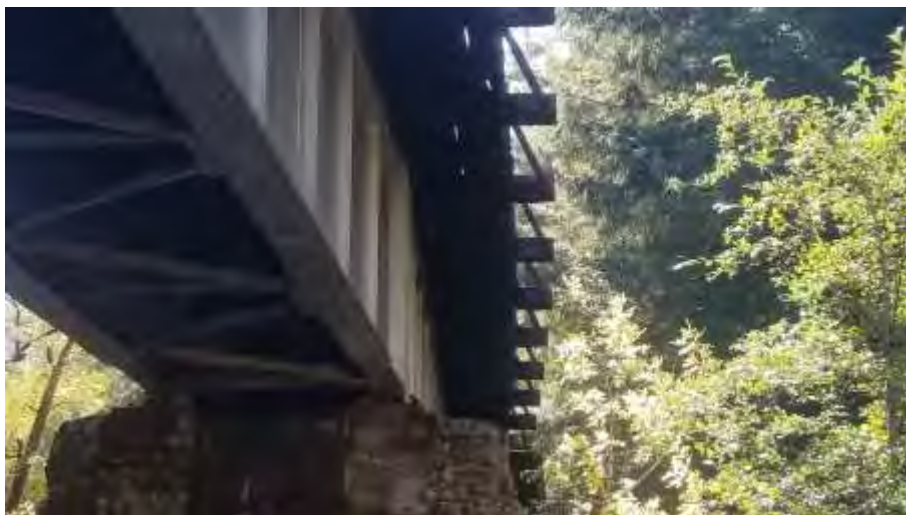


146 to 146.5 poor tie condition, many of them burned out from a fire, vegetation cut from fire. 113 lb rail in good condition.



MP 147 131 pound rail, Tie condition good vegetation good,



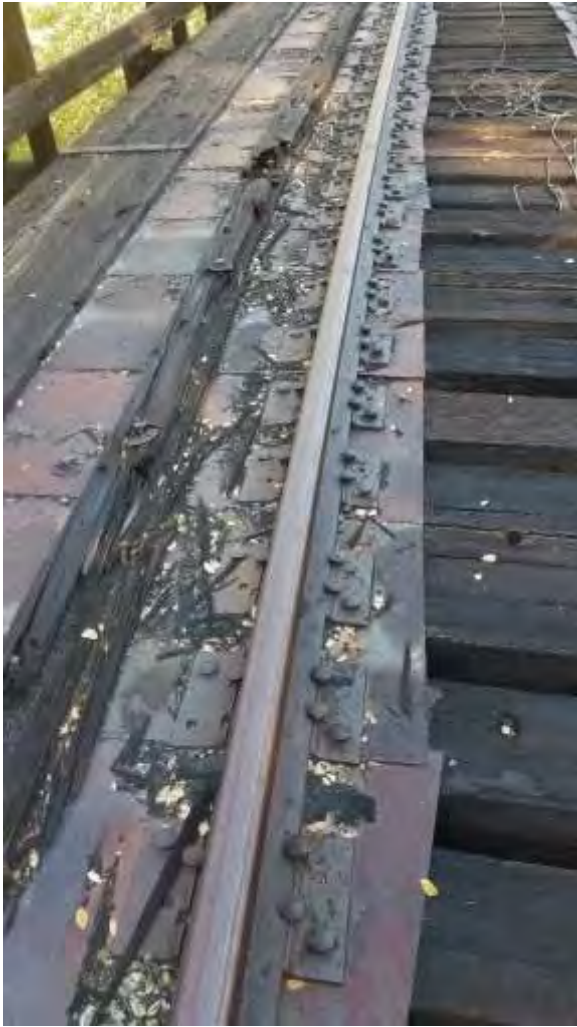




Bridge 147.1 deck ties good condition rail 131 lb and good condition
the Metal girder is in good condition, concrete posts are in good condition



MP147.5 131-pound rail, in good condition vegetation since milepost 146 has been good. Tie condition good would some joint ties for class 1





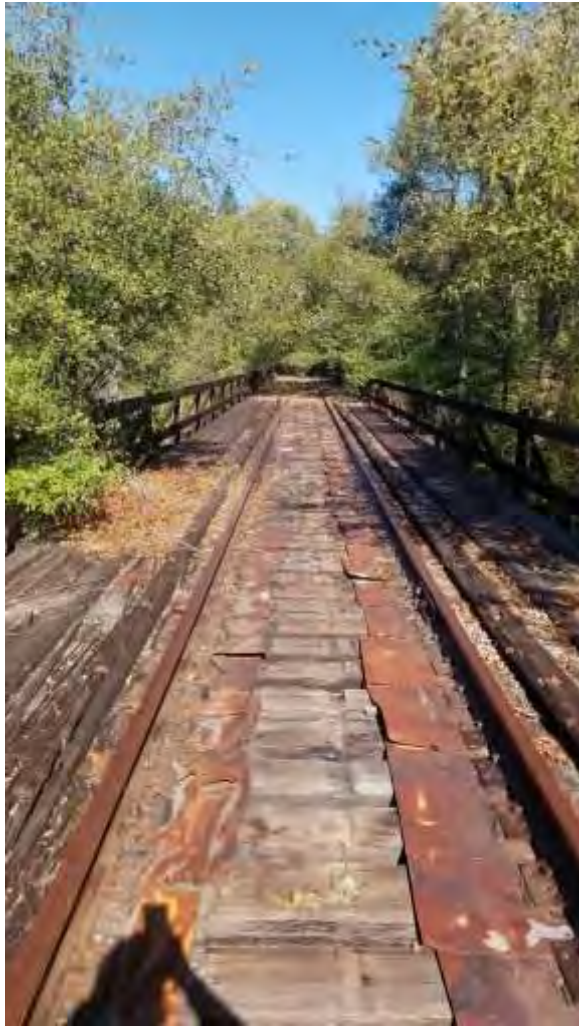
Bridge milepost 147.8 160 ft long, 131 lb rail in good condition. Deck ties are in good condition, metal girders are in good condition concrete pilings are in good condition.



At MP 147.89 rail drops down to 110 lb

Milepost 148, 110 lb rail in good condition with a little bit of curve wear tie condition good vegetation good





Bridge milepost 148.2 110 lb rail in good condition deck ties good condition. 240 ft long couldn't get down to check caps and sills

Milepost 148.3 vegetation begins to get extremely poor



Milepost 148.5, vegetation condition extremely poor. 110 lb rail in good condition, tie condition covered.







MP 149 tunnel in a curve 1050ft. long

The tunnel is in good condition with steel beams with Shotcrete covering them. 110 lb rail in good condition with slight curve wear on the high side. Tie condition good other than a derailment that tore up a few ties that would need to be replaced.



Milepost 149.1, vegetation condition extremely poor. 110 lb rail in good condition, tie condition covered.



Milepost 149.5, vegetation condition extremely poor. 110 lb rail in good condition, tie condition poor



MP 150, private crossing, 112 lb. rail in good shape tie condition poor, vegetation extremely overgrown.



Milepost 150.3, 110 lb rail in good condition. The tie condition is good but would need joint ties for class 1







Bridge MP150.5

110 lb. rail on the bridge, concrete pillars in good condition, decking good condition it will hold gauge. Bridge 200ft long.



Milepost 151.2, 113 lb rail in good condition. The tie condition is good. Vegetation poor



Milepost 151.7 113 lb rail. Vegetation is poor. Tie condition good



Bridge MP152.1

Bridge approximately 390 ft. long. Decking in ok shape will hold Gage. 112 lbs rail couldn't get down to check under because of vegetation



MP 152.2 Covelo road crossing completely removed.

Attachment E
Assessment and Calculation of Track Rehab

Mendocino Railway

NCRA - Track Assessment & Calculation

MP 139.5 to MP 152.5

Start MP	139.5		
End MP	152.5		
Distance (miles)	13		
Distance (feet)	68,640		
Distance (inches)	823,680		
Rail Distance (feet (double rail))	137,280		
Rail Stick Length (feet)	39		
Number of Joints	3,520		
Number of Ties (10.5" spacing)	78,446		
Number of ties for Excepted Track	7,040	Minimum of good ties under joint	521 per mile
Number of ties for Class 1	12,320	Distance (inches) / 19.5 / 8 (every 8th tie must be good) + excepted	913 per mile
All in Cost Per Tie	\$ 313.00		
Excepted	\$ 2,203,520		
Class 1	\$ 3,856,160		
Tunnel 11 Rehab	\$ 4,539,294	Granite aprox cost is \$6,448 per foot	
Other MOW Items	\$500,000	Culverts, brush cutting, misc.	
Total for Excepted Class	\$ 7,242,814		
Total for Class 1	\$ 8,895,454		

Mendocino Railway

NCRA - Track Assessment & Calculation

MP 139.5 to MP 152.5

Start MP	139.5		
End MP	152.5		
Distance (miles)	13		
Distance (feet)	68,640		
Distance (inches)	823,680		
Rail Distance (feet (double rail))	137,280		
Rail Stick Length (feet)	39		
Number of Joints	3,520		
Number of Ties (10.5" spacing)	78,446		
Number of ties for Excepted Track	7,040	Minimum of good ties under joint	521 per mile
Number of ties for Class 1	12,320	Distance (inches) / 19.5 / 8 (every 8th tie must be good) + excepted	913 per mile
All in Cost Per Tie	\$ 313.00		
Excepted	\$ 2,203,520		
Class 1	\$ 3,856,160		
Shoefly Tunnel #1	\$ 462,000	Shoefly aprox 1/4 mile (5280' / 4 * \$350 p/f = cost of new const per mile)	
Other MOW Items	\$500,000	Culverts, brush cutting, misc.	
Total for Excepted Class	\$ 3,165,520		
Total for Class 1	\$ 4,818,160		

PUBLIC VERSION

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

AB 1305X

**NORTH COAST RAILROAD AUTHORITY – ABANDONMENT EXEMPTION – IN
MENDOCINO, TRINITY, AND HUMBOLDT COUNTIES, CA**

MENDOCINO RAILWAY’S OFFER OF FINANCIAL ASSISTANCE

APPENDIX 3A

SEPTEMBER 30, 2022, FINANCIAL STATEMENT

OCTOBER 14, 2022, LETTER FROM CFO, SIERRA RAILROAD COMPANY

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PUBLIC VERSION

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

AB 1305X

**NORTH COAST RAILROAD AUTHORITY – ABANDONMENT EXEMPTION – IN
MENDOCINO, TRINITY, AND HUMBOLDT COUNTIES, CA**

MENDOCINO RAILWAY’S OFFER OF FINANCIAL ASSISTANCE

APPENDIX 3B

PROOF OF INSURANCE



Liberty Surplus Insurance Corporation
175 Berkeley Street
Boston, MA 02117

8/31/2022

United Shortline Insurance Services, Inc.
Julie Pettit
8265 N. Van Dyke Rd
Port Austin, MI 48467

Re: **Sierra Railroad Co & Mendocino Railway**
1222 Research Park Drive and
Davis, CA 95618
Policy Number: RRHV1251932-1

We are pleased to offer the following binder on the above account:

Insured Name	Sierra Railroad Co & Mendocino Railway	
Issuing Company:	Liberty Surplus Insurance Corporation (rated A by A.M. Best)	
Coverage:	Railroad Liability Insurance Policy Claims Made RRL 00 01 01 21	
Policy Period:	8/31/2022 to 8/31/2023	
Retro Date:	Excursion Operations 5/1/1991 – Freight Operations 8/31/2022	
Limit of Liability:	\$5,000,000 \$10,000,000	Each Occurrence Policy Aggregate
SIR	\$25,000 \$10,000	Per Occurrence Including Loss Adjustment Expense- Freight Per Occurrence Including Loss Adjustment Expense- Excursion
Premium:	\$199,100 Rejected \$199,100	100% Minimum and Deposit Premium 25% Minimum Earned Premium Certified Acts of Terrorism (TRIA) Premium (flat charge) Total Policy Premium

Page 1 of 4

This policy may be subject to surplus lines taxes, stamping fees, surcharges, and certain surplus lines reporting requirements mandated by state regulation. The Surplus Lines Broker is responsible for the disclosure of all related taxes, surcharges and fees. The Surplus Lines Broker is also responsible for the applicable surplus lines reporting requirements including but not limited to the submission of diligent search forms.



Liberty Surplus Insurance Corporation
175 Berkeley Street
Boston, MA 02117

Exposure:	\$832,000	Estimated Payroll / \$5,000,000 Ticket Revenue
Rate:	Flat Rate	
Commission:	10%	

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Liberty Surplus Insurance Corporation
175 Berkeley Street
Boston, MA 02117

Applicable Forms and Endorsements:

- RRL 1500 01 21 : Additional Insured Designated Person or Organization : Georgia-Pacific, LLC – 133 Peachtree Street NE, Atlanta GA 30303 ;Union Pacific Railroad Co, City of ; Oakdale, Amtrak, City of West Sacramento, Steven T. Beneto, Jr, Little Lake Fire Department, City of Fort Bragg ; Yeung Farms, Peabody Farms, Robert & Darlene McLean, Burlington Northern Santa Fe Railroad, Travelers TIC/PDC ; Properties,Inc., City of Woodland, Davis Chamber of Commerce, Boys & Girls Club of San Francisco, Steve & Gari ; Revocable Trust ; Rocky Mountain Holiday Tours, LLC (RMHT) ; PO Box 272730 ; Fort Collins, CO 80527
- LSI CN001 CA (Ed. 01 20) : California Cancellation Non Renewal Endorsement
- TRIA-E002-0315 : Cap on Losses From Certified Acts of Terrorism (attached only if TRIA coverage is elected)
- TRIA-N004-0315 : Disclosure - Terrorism Risk Insurance Act (attached only if TRIA coverage is elected)
- RRL 1521 0513 : Duties in the Event of an Occurrence, Claim or Suit
- RRL 1502 0513 : Employee Benefits Liability Coverage : 1M/2M ; 1,000 deductible ; retro date - 5/1/1991
- RRL 1540 0513 : Liquor Liability Coverage : 1M/1M
- SL-OFAC-0419 : Sanction Limitation and Exclusion Clause
- SC-7 (08_18) : Service of Suit Clause - California

Exclusions:

- RRL 3021 1013 : Exclusion - Designated Operations- Freight operations conducted by sister company - Sierra Northern Railroad is covered under separate policy – Carrier: Indian Harbor Insurance Company – Policy No. US00069739LI21A
- RRL 1501 0211 : Deletion of Passenger Exclusion
- CG 21 73 01 15 : Exclusion of Certified Acts of Terrorism (attached only if TRIA coverage is rejected)
- CG 21 90 01 06 : Exclusion of Terrorism (attached only if TRIA coverage is rejected)

This policy may be subject to surplus lines taxes, stamping fees, surcharges, and certain surplus lines reporting requirements mandated by state regulation. The Surplus Lines Broker is responsible for the disclosure of all related taxes, surcharges and fees. The Surplus Lines Broker is also responsible for the applicable surplus lines reporting requirements including but not limited to the submission of diligent search forms.



Liberty Surplus Insurance Corporation
175 Berkeley Street
Boston, MA 02117

Please review the above binder carefully. It may not provide all coverage's and considerations requested in the application provided to the company. Please contact us with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Leslie Allison".

Authorized Representative

Leslie Allison
Underwriter
Leslie.Allison@ironshore.Com
410-339-2607

Liberty Surplus Insurance Corporation

This policy may be subject to surplus lines taxes, stamping fees, surcharges, and certain surplus lines reporting requirements mandated by state regulation. The Surplus Lines Broker is responsible for the disclosure of all related taxes, surcharges and fees. The Surplus Lines Broker is also responsible for the applicable surplus lines reporting requirements including but not limited to the submission of diligent search forms.

PUBLIC VERSION

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

AB 1305X

**NORTH COAST RAILROAD AUTHORITY – ABANDONMENT EXEMPTION – IN
MENDOCINO, TRINITY, AND HUMBOLDT COUNTIES, CA**

MENDOCINO RAILWAY’S OFFER OF FINANCIAL ASSISTANCE

APPENDIX 4

VERIFIED STATEMENT OF BRADLEY J. ELKIN

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

AB 1305X

**NORTH COAST RAILROAD AUTHORITY
— ABANDONMENT EXEMPTION —
IN MENDOCINO, TRINITY, AND HUMBOLDT COUNTIES, CA**

VERIFIED STATEMENT OF BRADLEY J. ELKIN

I am Bradley J. Elkin, the Managing Partner at Diepenbrock Elkin Dauer McCandless LLP in Sacramento, California, and am real estate transaction counsel for Mendocino Railway (“MR”). The entirety of my nearly 37 years practicing law has been in the specialty of real property law and real estate transactions. My practice includes real property purchase and sales, leasing, and title review and analysis. In addition to my role as a Managing Partner, I have served as Secretary, Treasurer, and President of the Real Property Section of the Sacramento County Bar Association. I am also a member of and have actively served on committees of the California State Bar Real Property Section. I have a Juris Doctor from Santa Clara University School of Law, summa cum laude.

I understand that MR (through its STB counsel Baker and Miller PLLC) on May 31, 2022, timely filed a notice of intent to file an Offer of Financial Assistance (“OFA”) to purchase a segment (“Notice of Intent”)¹ of the rail line that is the subject of this abandonment proceeding. I further understand that MR also concurrently pursuant to 49 C.F.R. § 1152.27(a) sent a letter to the Great Redwood Trail Agency, formerly named North Coast Railroad

¹ In its Notice of Intent, MR provided information necessary to demonstrate that MR is preliminary financially responsible as described in the Board’s regulations.

Authority ("GRTA/NCRA") requesting information that MR required for formulating and submitting its OFA. The Board accepted MR's OFA on June 10, 2022. See North Coast Railroad Authority – Abandonment Exemption – In Mendocino, Trinity, and Humboldt Counties, Cal., AB-1305X, slip op. at 3 (STB served June 10, 2022) ("June 10th Decision"). After a series of additional filings and an additional decision, on September 15, 2022, over three months after MR's initial request for information, GRTA/NCRA provided MR responses ("GRTA/NCRA OFA Response") which GRTA/NCRA alleges satisfied GRTA/NCRA's informational and disclosure obligations, as indicated in its Certification of Filing and Service of Information Required. I am providing this verified statement to clarify and correct what appears to be various faulty statements/assertions offered by GRTA/NCRA in the GRTA/NCRA OFA Response.

Specifically, as a legal specialist in title examination in the State of California, MR asked me to review certain of their findings with respect to acreage and to provide my assessment as to GRTA/NCRA's ownership interest in the GRTA/NCRA Line. Thus, my verified statement focuses on the following areas: total acreage and ownership interests of GRTA/NCRA, both of which are applicable to establishing a purchase price for an OFA.

In preparation for my verified statement, I reviewed the GRTA/NCRA OFA Response and attempted to validate certain material assertions contained therein. The GRTA/NCRA OFA Response included an appraisal report ("BRI Appraisal") from Bender Rosenthal Incorporated ("BRI") which alleged (without providing supporting documentation) that GRTA/NCRA has fee simple ownership of 221.39± acres of land underlying the 13-mile portion of GRTA/NCRA's rail line from milepost 139.5 to milepost 152.5 ("GRTA/NCRA Line") that MR seeks to purchase.

Before analyzing specific areas of the BRI Appraisal, I want to draw attention to certain statements contained in the BRI Appraisal regarding the methodologies and assumptions comprising the foundation of the BRI Appraisal.

- As noted by BRI in the cover letter to the BRI Appraisal, the BRI Appraisal recites certain descriptive and factual data, assumptions, and conditions alleged to have affected the BRI Appraisal, as well as certain findings and analyses that lead to and support BRI's value opinion. See GRTA/NCRA OFA Response, at 25/195 of Part 1.
- Fee Simple Estate is defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. See GRTA/NCRA OFA Response, at 39/195 of Part 1.
- The General Assumptions and Limiting Conditions set forth in the BRI Appraisal indicate that the BRI Appraisal was based on 16 assumptions, among which include: (1) that title to the property is marketable; (2) that no survey of the property was made by the appraisers, and that property lines as they appear on the ground are assumed to be correct; (6) that the valuation is based on information from sources believed reliable, and that such information is assumed to be correct and accurately reported, but in neither case necessarily verified; (9) that the appraisal was made on the premise that there are no encumbrances prohibiting utilization of the property under the appraiser's estimate of highest and best use. Id.
- All parcels analyzed in the BRI Appraisal and which were included in the valuation were **warranted by counsel for GRTA to the appraiser as being held in fee title by GRTA;**

no parcels over which GRTA holds easement or other interest less than fee ownership were included in the valuation analysis included in the BRI Appraisal. Id. at 52/195.

- No preliminary title report was reviewed in connection with the preparation of the BRI Appraisal. BRI was informed that (and asked to assume as accurate that) Counsel for GRTA conducted **a legal review of the title** to the appraised real property and warranted to the appraiser that all property included for valuation was held in fee by GRTA, without subsequent encumbrance relevant to valuation, except as noted in Segment A (Land Use Covenant). Id. at 59/195.
- While GRTA/NCRA and BRI claim that the BRI Appraisal was based on supporting deeds showing conveyances to GRTA/NCRA, all that is included in Attachment C to the BRI Appraisal was a shorthand summary of deeds, not copies of the actual supporting deeds as recorded.

As a real estate attorney that specializes in real property law and real estate transactions in the State of California, I found it striking that the BRI Appraisal was not based on "evidence" that the property was owned fee simple, or even real estate expert opinion that there were 221.39 ± acres fee simple. Rather, the BRI Appraisal was based entirely on unsupported and/or unverified allegations that GRTA/NCRA's STB counsel, who does not appear to be a real estate attorney, claims that GRTA/NCRA owns 221.39± acres in fee simple. It appears that GRTA/NCRA or its STB counsel admitted to BRI that portions of the 13-mile GRTA/NCRA Line are owned in easement,² all of which were granted from governmental bodies, but claimed that it submitted to BRI for appraisal valuation only those acres owned fee simple. Typically, real estate appraisals identify total acreage owned both in fee simple and via easement to ensure

² Id. at 58/195.

that all acreage owned is properly accounted for and independently verifiable. While I have been instructed that easement interests count for zero value in an OFA case,³ it would have been helpful for verification purposes to have been provided with information regarding exactly which acreage (and supporting deeds) was in fee simple, and which acreage (and supporting instruments) was deemed to be an easement. The lack of this information makes verification of BRI's valuation and GRTA/NCRA's claims nearly impossible and puts in question the accuracy of the valuation analysis.

Because GRTA/NCRA's counsel did not provide copies of the deeds, that he allegedly reviewed and predicated his opinion on, I was forced to use publicly available records within the time available over the past 30-days to obtain a portion of the deeds to attempt to at least cross-check GRTA/NCRA's allegations, directions, and assumption to BRI and to support my independent review. My review also reflects the fact that railroads, including GRTA/NCRA, often own property beyond the boundaries of the right-of-way, which GRTA/NCRA Line proposes for abandonment and MR proposes to acquire. Thus, using publicly available records and with MR's assistance, I obtained valuation maps for the 13-mile GRTA/NCRA Line.⁴ These valuation maps⁵ depict the right-of-way that comprised the GRTA/NCRA Line as of 1916: at that time the GRTA/NCRA Line appeared to range in width from 50 feet to 200 feet, despite

³ Railroad Ventures, Inc. – Abandonment Exemption – Between Youngstown, OH and Darlington, PA, In Mahoning and Columbiana Counties, OH, and Beaver County, PA, AB-556 (Sub-No. 2X) (STB served March 3, 2000) (The Board stated in FN 9 that “[w]e assign no value to rail easements in determining the net liquidation value of a line in OFA proceedings.”)

⁴ See Exhibit A - June 30, 1916 valuation maps are available at the following link: <https://spaces.hightail.com/space/stASXtE9VB>.

⁵ Railroads operations and metes and bounds of their right-of-way have been subject to the Surface Transportation Board and its predecessor the Interstate Commerce Commission (“ICC”) jurisdiction and oversight, since the 1800s. Between the mid-1910s-1930s, I understand railroad valuations were done for all railroads in the event the federal government needed to take control of the railroads for wartime purposes.

GRTA/NCRA's claims that today the right-of-way is generally 60 feet wide.⁶ MR's STB counsel has informed me that, in abandonments, the railroad's right of way being abandoned constitutes the Area of Potential Effect ("APE") and limits those properties which the Board can force an abandoning carrier to sell. Given GRTA/NCRA's statement from March 9, 2021, the Board would be perfectly justified in accepting GRTA/NCRA's representation that the right-of-way underlying the GRTA/NCRA Line is 60 feet wide and comprised of at most 94.55 acres. Because MR is unclear on what width the Board will base the OFA on and due to the unreliability of GRTA/NCRA's representations, MR has been forced to make certain counter-assumptions to correct the unreliable information provided to NCRA's appraisers (BRI).

I worked with the President of Mendocino Railway, Robert Pinoli, to determine the maximum possible right of way based on the 1916 valuation maps for the GRTA/NCRA Line.⁷ Assuming no abandonments have occurred, the total actual acreage of the GRTA Line was calculated to be 215.79 acres $\pm$, slightly lower than the 221.39 acres $\pm$ that the BRI Appraisal indicates GRTA/NCRA instructed BRI to value as fee simple. For purposes of its analysis, MR will use the calculation based on the valuation maps indicating that GRTA/NCRA may own as much as 215.79 acres $\pm$.

Collectively, using publicly available resources, including Exhibit B and Board of Equalization ("BOE") Map Data and BOE Schedule of Property Data contained in a report from the Department of General Services dated June 1, 2020 which contains a table with reference information for recorded documents/instruments,⁸ I determined that 59 separate recorded

⁶ NCRA asserted in its environmental and historic report, which was filed with the Board on March 9, 2021, that the width of the right-of-way "varies, but is typically 30 feet each side of centerline." MR's STB counsel could not find any abandonments since 1916 indicating that the railroad disposed of excess right-of-way.

⁷ See Exhibit B - Spreadsheet of ROW.

⁸ See Exhibit C.

instruments/deeds comprise the GRTA/NCRA Line as set forth in the valuation maps. At the request of MR, I was able to obtain in time for this verified statement and to review fifteen (15) of these recorded instruments/deeds, totaling approximately 144 acres. My review determined that at least four (4) of the fifteen (15) deeds indicated less than fee ownership due to use limitations and revisionary interests. These four (4) deeds total 61.39 acres worth of land that should not be characterized as fee ownership based on the commonly accepted meaning of the term and GRTA/NCRA's own expert, BRI. None of these instruments were from governmental entities, and thus do not appear to be included in the portions of the line which GRTA/NCRA already acknowledged to be easements.

These four deeds include the following descriptions:

- The first Deed is at Book 118/Pages 45 to 48 and covers 11.83 acres in total. This Deed provides that the land is conveyed "for railroad purposes." ("Deed A")⁹
- The second Deed is at Book 118/Pages 48 to 51 and covers 26.15 acres in total. This Deed provides that the land is conveyed "for railroad purposes." ("Deed B")¹⁰
- The third Deed is at Book 118/Pages 51 to 53 and covers 16.41 acres in total. This Deed provides that the grant is "for railroad purposes" and has the express condition that the land "shall be used only for the purpose of a railroad yard and station grounds." ("Deed C")¹¹
- The fourth Deed is at Book 118/Pages 59 to 62 and covers 7.0 acres. This Deed provides that "[i]n the event that the land herein conveyed shall cease to be used for railroad

⁹ See Exhibit D - Deed A.

¹⁰ See Exhibit E - Deed B.

¹¹ See Exhibit F - Deed C.

purposes it shall revert to the part of the first part herein, his heirs and assigns.” (“Deed D”)¹²

Based upon my evaluation of GRTA/NCRA’s ownership interest in the GRTA/NCRA Line, the four deeds described above indicate that at least 61.39 acres should not be counted as fee simple ownership and based on STB precedent should be valued at \$0.00. My research indicates that the four deeds all fall within the right-of-way comprising the GRTA/NCRA Line as depicted by the valuation maps.

Yet, the BRI Appraisal report states “[a]ll parcels herein are warranted by counsel for GRTA to the appraiser as being held in fee title by GRTA” and further that, “no parcels over which GRTA holds easement or other interest less than fee ownership have been included in the valuation analysis conducted herein.” Given MR’s determination that the maximum acreage for the GRTA/NCRA Line was 215.79 acres $\pm$, it would be mathematically impossible for GRTA/NCRA to own 221.39 acres $\pm$, especially once the 61.39 are removed and valued at \$0.0. Further, prior statements and analysis in support of the Great Redwood Trail have acknowledged or otherwise indicated that the entire line proposed for abandonment and conversion into a trail is riddled with property interests that may reduce fee ownership, yet GRTA’s counsel warranties for the Board and MR that we can take his word on how much acreage GRTA/NCRA owns in fee simple. See Great Redwood Trail, Feasibility, Governance, and Railbanking Report, Component of SB 1029 Task Force Assessment, July 2020 (acknowledging information has been gathered “indicating that within the rail corridor there are more than 2,500 recorded transactions that have occurred between 1871 and 1990 that range in size from less than 15 square feet to several hundred acres. More than 150 grantees hold property rights to over 30,000 acres of land

¹² See Exhibit G - Deed D.

within the right-of-way (“ROW”) through agreements, leases, deeds, resolutions or ordinances, licenses, and quitclaims.”¹³

Based on GRTA/NCRA’s unsupported valuation analysis, GRTA/NCRA’s failure to provide the actual deeds (which counsel for GRTA/NCRA claimed to have reviewed, and thereby warranted to the appraiser as being held in fee simple title), and public statements in furtherance of the Great Redwood Trail, there could be additional property ownership defects that GRTA/NCRA are trying to conceal not only from MR but its own appraisers. Thus, in my professional opinion, and based on my review of the deeds I was able to obtain, at a minimum, 61.39 acres *and up to* 89.83 acres¹⁴ should be subtracted from the BRI Appraisal and valued at \$0.0.

VERIFICATION

I, Bradley J. Elkin, declare under penalty of perjury that the foregoing information is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed on this 14th day of October 2022.



Bradley J. Elkin

¹³ Available at <https://calsta.ca.gov/-/media/calsta-media/documents/appendix-d--cdpr-great-redwood-trail-feasibility-report508remediateda11y.pdf>

¹⁴ If I were to perform some mathematical extrapolation based upon my review the 15 deeds, which comprised approximately 144 acres of the GRTA/NCRA Line, then at least 41.63% of the property in the OFA would NOT be in fee interest. 41.63% of 215.79 acres is 89.83 acres.

Exhibit A

Valuation maps are available at the following link:

<https://spaces.hightail.com/space/stASXtE9VB>

Exhibit B
Spreadsheet of ROW

North Coast Railroad
ROW - Estimate

MP Start	MP End	1/2 of Width	Full Width	Distance	Mile in Feet	Sq Footage	Adjustment for Distance	Adjustment for 50' ROW	Distance	Mile in Feet	Sq Footage	Adjustment for Distance	Adjustment for 60' ROW	Distance	Mile in Feet	Sq Footage	Adjustment for Distance	
139.5	140	100	200	0.50	5280	1056000	528000	-150	0.50	5280	-792000	-396000	-140	0.50	5280	-739200	-369600	
140	141	75	150	1.00	5280	792000	792000	-100	1.00	5280	-528000	-528000	-90	1.00	5280	-475200	-475200	
141	141.5	75	150	0.50	5280	792000	396000	-100	0.50	5280	-528000	-264000	-90	0.50	5280	-475200	-237600	
141.5	142.5	50	100	1.00	5280	528000	528000	-50	1.00	5280	-264000	-264000	-40	1.00	5280	-211200	-211200	
142.5	143	62.5	125	0.50	5280	660000	330000	-75	0.50	5280	-396000	-198000	-65	0.50	5280	-343200	-171600	
143	143.25	80	160	0.25	5280	844800	211200	-110	0.25	5280	-580800	-145200	-100	0.25	5280	-528000	-132000	
143.25	143.5	62.5	125	0.25	5280	660000	165000	-75	0.25	5280	-396000	-99000	-65	0.25	5280	-343200	-85800	
143.5	143.8	62.5	125	0.30	5280	660000	198000	-75	0.30	5280	-396000	-118800	-65	0.30	5280	-343200	-102960	
143.8	144.5	50	100	0.70	5280	528000	369600	-50	0.70	5280	-264000	-184800	-40	0.70	5280	-211200	-147840	
144.5	145	75	150	0.50	5280	792000	396000	-100	0.50	5280	-528000	-264000	-90	0.50	5280	-475200	-237600	
145	145.5	50	100	0.50	5280	528000	264000	-50	0.50	5280	-264000	-132000	-40	0.50	5280	-211200	-105600	
145.5	145.55	65	130	0.05	5280	686400	34320	-80	0.05	5280	-422400	-21120	-70	0.05	5280	-369600	-18480	
145.55	145.75	75	150	0.20	5281	792150	158430	-100	0.20	5280	-528000	-105600	-90	0.20	5280	-475200	-95040	
145.75	147.25	100	200	1.50	5280	1056000	1584000	-150	1.50	5280	-792000	-1188000	-140	1.50	5280	-739200	-1108800	
147.25	147.5	62.5	125	0.25	5280	660000	165000	-75	0.25	5280	-396000	-99000	-65	0.25	5280	-343200	-85800	
147.5	147.75	75	150	0.25	5280	792000	198000	-100	0.25	5280	-528000	-132000	-90	0.25	5280	-475200	-118800	
147.75	148	50	100	0.25	5280	528000	132000	-50	0.25	5280	-264000	-66000	-40	0.25	5280	-211200	-52800	
148	148.75	50	100	0.75	5280	528000	396000	-50	0.75	5280	-264000	-198000	-40	0.75	5280	-211200	-158400	
148.75	149	65	130	0.25	5280	686400	171600	-80	0.25	5280	-422400	-105600	-70	0.25	5280	-369600	-92400	
149	149.5	50	100	0.50	5280	528000	264000	-50	0.50	5280	-264000	-132000	-40	0.50	5280	-211200	-105600	
149.5	149.75	75	150	0.25	5280	792000	198000	-100	0.25	5280	-528000	-132000	-90	0.25	5280	-475200	-118800	
149.75	150	50	100	0.25	5280	528000	132000	-50	0.25	5280	-264000	-66000	-40	0.25	5280	-211200	-52800	
150	150.25	80	160	0.25	5280	844800	211200	-110	0.25	5280	-580800	-145200	-100	0.25	5280	-528000	-132000	
150.25	150.5	50	100	0.25	5280	528000	132000	-50	0.25	5280	-264000	-66000	-40	0.25	5280	-211200	-52800	
150.5	150.75	60	120	0.25	5280	633600	158400	-70	0.25	5280	-369600	-92400	-60	0.25	5280	-316800	-79200	
150.75	151	62.5	125	0.25	5280	660000	165000	-75	0.25	5280	-396000	-99000	-65	0.25	5280	-343200	-85800	
151	151.75	50	100	0.75	5280	528000	396000	-50	0.75	5280	-264000	-198000	-40	0.75	5280	-211200	-158400	
151.75	152	75	150	0.25	5280	792000	198000	-100	0.25	5280	-528000	-132000	-90	0.25	5280	-475200	-118800	
152	152.5	100	200	0.50	5280	1056000	528000	-150	0.50	5280	-792000	-396000	-140	0.50	5280	-739200	-369600	
				13.00				9,399,750	13.00				(5,967,720)	13.00				(5,281,320)
Total Sq Footage		9,399,750																
Total Sq Ft / Acre		43,560																
Total Acres		215.79																
Sq Footage Deduction		(5,967,720)																
Total Sq Ft / Acre (Deduction)		43560																
Total Acres (Deduction)		(137.00)																
NET ACRES (50' ROW)		78.79																
Sq Footage Deduction		(5,281,320)																
Total Sq Ft / Acre (Deduction)		43560																
Total Acres (Deduction)		(121.24)																
NET ACRES (60' ROW)		94.55																

Exhibit C
Report from the Department of General Services
BOE Schedule of Property Data
June 1, 2020

NCRA - FEE_ROW_BOE_SURVEYOR MAPS REFERENCE

MAP ORDER #	MAP V #	ENG FROM	ENG TO	LOCATION	MP FROM	MP TO	NUMBER	GRANTOR	GRANTEE
BOE MAP DATA							BOE SCHEDULE OF PROPERTY DATA		
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	532	Northwestern Redwood Co.	Northwestern Pacific R.R. Co
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	533	Northwestern Redwood Co.	Northwestern Pacific R.R. Co
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	534	Northwestern Redwood Co.	Northwestern Pacific R.R. Co
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	535	Northwestern Redwood Co.	Northwestern Pacific R.R. Co
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	536	Northwestern Redwood Co	Northwestern Pacific R.R. Co
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	536	Northwestern Pacific R.R. Co	Northwestern Redwood C.
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	537	Ole Simonson	Northwestern Pacific R.R. Co
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	538	The Anglo. Cal. Nat'l Bank	Northwestern Pacific R.R. Co
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	539	Northwestern Pacific R.R. Co	Northwestern Pacific R.R. Co
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	Und. 530	Northwestern Pacific R.R. Co	Willits Union High School Dist.
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	540	Willits Union High School Dist.	Northwestern Pacific R.R. Co
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	Und. 535	Northwestern Pacific R.R. Co	City of Willits
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	Und. 539	Northwestern Pacific R.R. Co	E.H. Maize & Sons
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	541	Union Lumber Co.	Northwestern Pacific R.R. Co
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	Und. 541	The Diamond Match Co.	Northwestern Pacific R.R. Co
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	Und. 530	Northwestern Pacific R.R. Co	City of Willits
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	Und. 538	Northwestern Pacific R.R. Co	Willits Union High School Dist.
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	542	Willits Union High School Dist.	Northwestern Pacific R.R. Co
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	543	Union Lumber Co.	Northwestern Pacific R.R. Co
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	Und. 523	Northwestern Pacific R.R. Co	Willits Redwood Products Co.
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	544	Willits Union High School Dist.	Northwestern Pacific R.R. Co
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	Und. 538,540	Northwestern Pacific R.R. Co	Willits Unified School District
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	Und. 519-521	Northwestern Pacific R.R. Co	County of Mendocino
MP_137-140	V-2/30	7138+00	16+36.5	Willits (Ignacio to Willits)	137	140	Und. 527,528	Northwestern Pacific R.R. Co	City of Willits
MP_138.5	V-2/S-30a	7221+62.2	7272+35	Muir	138.5	138.5			
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	526	Robert P. Daugherty et al	California Northwestern Ry Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	527	State of California	Railroad Corporations
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	528	E.W. Wheeler	California Northwestern Ry Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	529	Northwestern Redwood Co	Northwestern Pacific R.R. Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	530	Northwestern Redwood Co	Northwestern Pacific R.R. Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	531	Northwestern Redwood Co	Northwestern Pacific R.R. Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	532	Northwestern Redwood Co	Northwestern Pacific R.R. Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	533	Northwestern Redwood Co	Northwestern Pacific R.R. Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	534	Northwestern Redwood Co	Northwestern Pacific R.R. Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	535	Northwestern Redwood Co	Northwestern Pacific R.R. Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	536	Northwestern Redwood Co	Northwestern Pacific R.R. Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	536	Northwestern Pacific R.R. Co	Northwestern Redwood Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	537	Ole Simonson	Northwestern Pacific R.R. Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	538	The Anglo. Cal. Nat'l Bank	Northwestern Pacific R.R. Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	539	Northwestern Redwood Co	Northwestern Pacific R.R. Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	Und. 538	Northwestern Pacific R.R. Co	Willits Union High School Dist.
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	540	Willits Union High School Dist.	Northwestern Pacific R.R. Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	Und. 535	Northwestern Pacific R.R. Co	City of Willits
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	541	Union Lumber Co.	Northwestern Pacific R.R. Co
MP_139-140	V-2/S-30b	7266+00	16+36.5	Willits	139	140	Und. 541	The Diamond Match Co.	Northwestern Pacific R.R. Co
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	1	Ole Simonson	Northwestern Pacific R.R. Co
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	2	E.F. De Camp et al	Northwestern Pacific R.R. Co
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	3	Ida Smith et al	Northwestern Pacific R.R. Co
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	4	E.F. De Camp et al	Northwestern Pacific R.R. Co
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	5	J.H. Carothers	Northwestern Pacific R.R. Co
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	6	Nellie S. James et al	Northwestern Pacific R.R. Co

NCRA - FEE_ROW_BOE_SURVEYOR MAPS REFERENCE

INST TYPE	INST DATE	BOOK	PAGE	RECORD DATE	ACRES	DEED/CUST. NO.
BOE SCHEDULE OF PROPERTY DATA						
Deed	June 17, 1912	131	271	July 22, 1912	0.73	/781
Deed	June 17, 1912	131	271	July 22, 1912	0.09	/781
Deed	June 17, 1912	131	271	July 22, 1912	1.35	/781
Deed	February 15, 1910	118	51	May 2, 1910	16.41	/777
Deed	February 15, 1910	118	51	May 2, 1910		/777
Deed	February 19, 1912					/791
Deed	August 27, 1907	86	305	October 16, 1907	5.01	/1501
B&S Deed	March 15, 1933	80	474	April 11, 1933	0.462	/3125
Deed	August 3, 1909	118	45	May 2, 1910	1.73	/778
B&S Deed	May 23, 1939					/3287
B&S Deed	February 12, 1940	136	428	May 29, 1940	0.484	/3288
Easement	August 5, 1949					/3629
Q.C. Deed	December 2, 1952					/3689
Grant Deed	May 12, 1955	405	260	August 2, 1955	1.28	/3727
Q.C. Deed	May 3, 1955	405	258	August 2, 1955		/3728
Easement	November 25, 1957					/NWP 3787
Grant Deed	August 15, 1958					/3817
Grant Deed	September 10, 1958	493	518	October 2, 1950	0.029	/3818
Grant Deed	April 18, 1961	570	484	June 15, 1961	2.361	/3899
Easement	October 6, 1967					
Grant Deed	December 13, 1968	781	242	December 31, 1968	0.074	/4088
Grant Deed	November 1, 1967					/4089
Easement	July 13, 1976					/4333
Easement	November 19, 1987					/4611
Condemnation	December 19, 1901	82	629	December 21, 1901		/755
Civil Code Sec. 465						
Deed	December 24, 1901	85	190	January 4, 1902	0.67	/756
Deed	August 3, 1909	118	45	May 2, 1910	1.31	/778
Deed	August 3, 1909	118	45	May 2, 1910	0.33	/778
Deed	August 3, 1909	118	45	May 2, 1910	8.46	/778
Deed	June 17, 1912	131	271	July 22, 1912	0.73	/781
Deed	June 17, 1912	131	271	July 22, 1912	0.09	/781
Deed	June 17, 1912	131	271	July 22, 1912	1.35	/781
Deed	February 15, 1910	118	51	May 2, 1910	16.41	/777
Deed	February 15, 1910	118	51	May 2, 1910		/777
Deed	February 19, 1912					/791
Deed	August 27, 1907	86	305	October 16, 1907	5.1	/1501
B&S Deed	March 15, 1933	80	474	April 11, 1933	0.842	/3125
Deed	August 3, 1909	118	45	May 2, 1910		/778
B&S Deed	May 23, 1939					/3287
B&S Deed	February 12, 1940	136	428	March 29, 1940	0.534	/3288
Easement	August 5, 1949					/3629
Grant Deed	May 12, 1955	405	260	August 2, 1955	1.28	/3727
Q.C. Deed	May 3, 1955	405	258	August 2, 1955		/3728
Deed	August 27, 1907	86	305	October 16, 1907	1.03	/1501
Deed	August 19, 1907	86	292	October 16, 1907	4.61	/1502
Deed	July 30, 1907	86	258	August 31, 1907	4.4	/1503
Deed	August 19, 1907	86	292	October 16, 1907	24.21	/1502
Deed	July 11, 1907	86	254	August 31, 1907	1.61	/1504
Deed	October 30, 1907	86	361	January 23, 1908		/1506

NCRA - FEE_ROW_BOE_SURVEYOR MAPS REFERENCE

REMARKS
BOE SCHEDULE OF PROPERTY DATA
No deed to town
Note #1: 1.6 acs. acq'd and all disposed of by deed 791, shown hatched of which 31715 sq. ft. were reacquired as a portion of Par. 538 shown by ltr. "A"
1.67 acs. disposed of
Note #2: 1.96 acs. acq'd, AFE 6232 1.09 acs. disp'd of by deed 3287, 0.028 acs. disp. of by deed 3817, 0.408 acs. by deed 4089 ("F").
Formerly part of Par 2 Map 1 NWP Cal. 7
1.09 acs. disp. of shown hatched (ltr. "B")
Note #8: 0.534 acs. originally acquired & disposed as follows: 0.05 acs. by deed 4089 (ltr. "G")
Note #3: Grants use of 4500 sq. ft. for 12" sewer pipe at E.S. 7301+71
Note #4: 4980 acs. disp'd of shown hatched, origin. act's as follows: 1.615 acs. by Par 539 (ltr. "C") this sheet & on Val Sec NWPRR Cal 7 Sheet 1 - 3365 acs. by Par 2 AFE 5592-1953
Quitclaim area acq'd by deed 3727
Note #6: Grants use of 4910 sq. ft. (ltr. "D") for Const., oper. maint. of a 10" sewer pipe line
Note #7: 0.028 acs. (ltr. "E") disp. of , shown hatched. None-exclusive easement for roadway reserved over southerly 61.47 ft. AFE 74320-1958
1249 sq. ft. acq'd
AFE 86960-1961
Grants right for private road X-ing at E.S. 7224+10
Area reacq'd (formally portion of Par. 536)
0.458 acs. disp'd of show hatched, 0.408 acs. in Par. 538 ("F") & 0.05 acs. in Par. 540 (G"). Mineral rights reserved. AFE 2-64938-1968
Grants use of 7206 sq. ft. for East Hill Road (ltr. "H")
Grants right for a 12" water main W/20" caising E.S. 7267+95 (Shown on Sheet S-30b)
Parcel 1 in deed
Parcel 1 in deed. No deed to town
Parcel 1 in deed
No deed to town
Note #1: 1.67 acs. acq'd and all disposed of by deed 791, shown hatched, of which 31715 sq. ft. were reacquired as a portion of Par. 358 shown by ltr. "A"
1.67 acs. disposed of
Note #2: 1.96 acs. acq'd, AFE 6232 1.09 acs. disp of by deed 3287, 0.028 acs. disp. of by deed 3817
See R/W map 30
1.09 acs. disp. of shown hatched (ltr. "B")
Grants use of 4500 sq. ft. for 12" sewer pipe at E.S. 7301+71
AFE 63657-1955
Quitclaims area acq'd by deed 3727
Parcel 1 in deed
Parcel 2 in deed
See also Cust. No. 1505 6.2 acs. acq'd. Note #6: 18.64 acs. disposed of by deed NWP 4582 as follows: 4.59 acs. in Par. 5 (ltr "G"), 7.63 acs. all of Par 6, 3.27 acs. all of par 7, 1.64 acs all of par. 8, 1.51 acs. all of par 9
Note #6: 18.64 acs. disposed of by deed NWP 4582 as follows: 4.59 acs. in Par. 5 (ltr "G"), 7.63 acs. all of Par 6, 3.27 acs. all of par 7, 1.64 acs. all of par. 8, 1.51 acs. all of par 9

NCRA - FEE_ROW_BOE_SURVEYOR MAPS REFERENCE

MAP ORDER #	MAP V #	ENG FROM	ENG TO	LOCATION	MP FROM	MP TO	NUMBER	GRANTOR	GRANTEE
BOE MAP DATA							BOE SCHEDULE OF PROPERTY DATA		
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	7	E.F. De Camp et al	Northwestern Pacific R.R. Co
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	8	Sunset Trading and Land Co.	Northwestern Pacific R.R. Co
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	9	Robert G Sowers	Northwestern Pacific R.R. Co
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	10	E.F. De Camp et al	Northwestern Pacific R.R. Co
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	Und. 4	Northwestern Pacific R.R. Co	State of California
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	Und. 4	Northwestern Pacific R.R. Co	State of California
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	Und. 4	Northwestern Pacific R.R. Co	E.M. Crawford Lumber Co.
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	Und. 5	Northwestern Pacific R.R. Co	State of California
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	Und. 5	Northwestern Pacific R.R. Co	State of California
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	Und. 5	Northwestern Pacific R.R. Co	State of California
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	Und. 5, 6	Northwestern Pacific R.R. Co	State of California
MP_140-144	V-3/1	16+36.5	210+00	Willits to Shively	140	141	Und. Var.	Northwestern Pacific R.R. Co	NWP acquiring Corp.
MP_138	V-3/S-1	183+87.7	234+69	Outlet	143	143	6	Nellie S. & Fred James & James S. Rowleson	Northwestern Pacific R.R. Co
MP_139	V-3/S-1	183+87.7	234+69	Outlet	143	143	7	E.F. De Camp & Carrie L. De Camp et al	Northwestern Pacific R.R. Co
MP_140	V-3/S-1	183+87.7	234+69	Outlet	143	143	8	Sunset Trading and Land Co.	Northwestern Pacific R.R. Co
MP_141	V-3/S-1	183+87.7	234+69	Outlet	143	143	9	Robert G Sowers & Margaret Sowers	Northwestern Pacific R.R. Co
MP_142	V-3/S-1	183+87.7	234+69	Outlet	143	143	10	E.F. De Camp & Carrie L. De Camp et al	Northwestern Pacific R.R. Co
MP_143	V-3/S-1	183+87.7	234+69	Outlet	143	143	11	Richard Breese & Annie Breese	Northwestern Pacific R.R. Co
			NPRC FEE MAPS DATA						
4820	V-2/S-30a	7220+00	7272+35	Muir	138.5	138.5			
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	526	Robert P Daugherty et al.	California Northwestern Ry. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	527	State of California	Railroad Corporations
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	528	E. W. Wheeler	California Northwestern Ry. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	529	Northwestern Redwood Co.	Northwestern Pacific R.R. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	530	Northwestern Redwood Co.	Northwestern Pacific R.R. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	531	Northwestern Redwood Co.	Northwestern Pacific R.R. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	532	Northwestern Redwood Co.	Northwestern Pacific R.R. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	533	Northwestern Redwood Co.	Northwestern Pacific R.R. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	534	Northwestern Redwood Co.	Northwestern Pacific R.R. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	535	Northwestern Redwood Co.	Northwestern Pacific R.R. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	536	Northwestern Redwood Co.	Northwestern Pacific R.R. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	536	Northwestern Pacific R.R. Co.	Northwestern Redwood Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	537	Ole Simonson	Northwestern Pacific R.R. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	538	The Anglo California National Bank	Northwestern Pacific R.R. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	539	Northwestern Redwood Co.	Northwestern Pacific R.R. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	Und. 538	Northwestern Pacific R.R. Co.	Willits Union High School District
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	540	Willits Union High School District	Northwestern Pacific R.R. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	Und. 535	Northwestern Pacific R.R. Co.	City of Willits
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	541	Union Lumber Co.	Northwestern Pacific R.R. Co.
4821	V-2/S-30b	7266+00	16+36	Willits	140	140	Und. 541	The Diamond Match Co.	Northwestern Pacific R.R. Co.
4822	V-3/1	5+67.7	222+86.1	Willits	140	144	1	Ole Simonson	Northwestern Pacific RR Co
4822	V-3/1	5+67.7	222+86.1	Willits	140	144	2	E.F. DeCamp et al	Northwestern Pacific RR Co
4822	V-3/1	5+67.7	222+86.1	Willits	140	144	3	Ida Smith et al	Northwestern Pacific RR Co
4822	V-3/1	5+67.7	222+86.1	Willits	140	144	4	E.F. DeCamp et al	Northwestern Pacific RR Co
4822	V-3/1	5+67.7	222+86.1	Willits	140	144	Und. 4	Northwestern Pacific RR Co	State of California
4822	V-3/1	5+67.7	222+86.1	Willits	140	144	Und. 4	Northwestern Pacific RR Co	State of California
4822	V-3/1	5+67.7	222+86.1	Willits	140	144	Und. 4	Northwestern Pacific RR Co	E. M. Crawford Lumber Co.

NCRA - FEE_ROW_BOE_SURVEYOR MAPS REFERENCE

INST TYPE	INST DATE	BOOK	PAGE	RECORD DATE	ACRES	DEED/CUST. NO.
BOE SCHEDULE OF PROPERTY DATA						
Deed	August 19, 1907	86	292	October 16, 1907		/1502
Deed	February 3, 1910	86	4	February 23, 1910		/1507
Deed	August 15, 1907	86	285	September 30, 1907		/1508
Deed	August 19, 1907	86	292	October 16, 1907	See sheet 2	/1502
Grant	July 9, 1918					/1502-B
Easement	May 31, 1960	543	157	June 23, 1960		/NWP 3849
Easement	April 25, 1968					/NWPL 4147
Easement	December 20, 1976	1071	106	January 11, 1977		/NWP 4380
Grant	March 20, 1980	1236	403	June 25, 1980		/NWP 4450
Grant	March 20, 1980	1236	398	June 25, 1980		/NWP 4451
Grant	March 20, 1980	1236	409	June 25, 1980		/NWP 4452
Quitclaim	October 25, 1984	1481	186	November 5, 1984		/NWP 4582
Deed	October 30, 1907	86	361	January 23, 1908	See V-3-1	1506/
Deed	August 19, 1907	86	292	October 16, 1907		1502/
Deed	February 3, 1910	118	4	February 23, 1910		1507/
Deed	August 15, 1907	86	285	September 30, 1907		1508/
Deed	August 19, 1907	86	292	October 16, 1907		1502/
Deed	December 23, 1907	86	379	February 4, 1908	See V-3-1	1509/
PDF FEE MAPS SCHEDULE OF PROPERTY DATA						
Condemnation	December 19, 1901	82	629	December 21, 1901		/755
Civil Code Sec. 465						
Deed	December 24, 1901	85	190	January 4, 1902	0.67	/756
Deed	August 3, 1909	118	45	May 2, 1910	1.31	/778
Deed	August 3, 1909	118	45	May 2, 1910	0.33	/778
Deed	August 3, 1909	118	45	May 2, 1910	8.46	/778
Deed	June 17, 1912	131	271	July 22, 1912	0.73	/781
Deed	June 17, 1912	131	271	July 22, 1912	0.09	/781
Deed	June 17, 1912	131	271	July 22, 1912	1.35	/781
Deed	February 15, 1910	118	51	May 2, 1910	16.41	/777
Deed	February 15, 1910	118	51	May 2, 1910		/777
Deed	February 19, 1912					/791
Deed	August 27, 1907	86	305	October 16, 1907	5.01	/1501
B&S Deed	March 15, 1933	80	474	April 11, 1933	0.842	/3125
Deed	August 3, 1909	118	45	May 2, 1910		/778
B&S Deed	May 23, 1939					/3287
B&S Deed	February 12, 1940	136	428	March 29, 1940	0.534	/3288
Easement	August 5, 1949					/3829
Grant Deed	May 12, 1955	405	260	August 2, 1955	1.28	/3727
QC Deed	May 1, 1955	405	258	August 2, 1955		/3728
Deed	August 27, 1907	86	305	October 16, 1907	1.03	/1501
Deed	August 19, 1907	86	292	October 16, 1907	4.61	/1502
Deed	July 30, 1907	86	258	August 31, 1907	4.40	/1503
Deed	August 19, 1907	86	292	October 16, 1907	24.21	/1502
Grant	July 9, 1918					/1502-B
Easement	May 31, 1960	543	157	June 23, 1960		/NWP3849
Easement	April 25, 1968					/NWPL4147

NCRA - FEE_ROW_BOE_SURVEYOR MAPS REFERENCE

REMARKS
BOE SCHEDULE OF PROPERTY DATA
Parcel 3 in deed. See also Cust. No 1502A&1506. Note #6: 18.64 acs. disposed of by deed NWP 4582 as follows: 4.59 acs in Par. 5 (ltr "G"), 7.63 acs. all of Par 6, 3.27 acs. all of par 7, 1.64 acs all of par. 8, 1.51 acs. all of Par. 9
Note #6: 18.64 acs. disposed of by deed NWP 4582 as follows: 4.59 acs. in Par. 5 (ltr "G"), 7.63 acs. all of Par 6, 3.27 acs. all of Par. 7, 1.64 acs. all of Par. 8, 1.51 acs. all of Par. 9
Note #6: 18.64 acs. disposed of by deed NWP 4582 as follows: 4.59 acs. in Par. 5 (ltr "G"), 7.63 acs. all of Par. 6, 3.27 acs. all of Par. 7, 1.64 acs. all of Par. 8, 1.51 acs. All of Par. 9
Parcel 4 in deed. See also Cust. No. 1502A&1506
Grants use of area shown by ltr. "A" for highway X-ing
Grants use of 1.01 acs. (ltr. "B") for highway grade X-ing purposes: Grantee hereby relinquishes all right, title, and interest in and to grade X-ing. Shown (ltr. "A")
Grants right for pvt. rd. Xings (ltr. "B")
Grants use of 0.11 acs. for drainage purposes (ltr. "C")
Note #2: Grants use of 0.14 acs. for highway purposes (hwy 101) (ltr. "D")
Note #3: Grants use of 0.02 acs. for highway purposes (ltr. "E")
Note #4: Grants use of 0.18 acs. for highway purposes (hwy. 101) (ltr. "F")
2,809.623 acs. disposed of shown hatched and account for as follows: 18.64 acs. on map 1 including 4.59 (ltr. "G") and all of parcels 6-10; also 2,790.983 acs. on NWP V-3/2-28 & V-4A, V-4B
Also covered by deeds 1502-A and 1506
Additional Right of Way
Also covered by deeds 1502-A and 1506

Also covered by map of tiff V-2-S-30b

See Map 30 for Property Schedule

California Civil Code Sec. 465
Parcel 1 in Deed
Parcel 1 in Deed. No Deed to town.
Parcel 1 in Deed
No Deed to town.
Note 1: 1.67 acs. acq'd and all disposed of by Deed 791, shown hatched, of which 31,715 SF were reacquired as a portion of Par. 538 shown by letter A.
1.67 acs. disposed of
Note 2: 1.96 acs. acq'd; AFE 6232, 1.09 acs. disp. of by Deed 3287; 0.028 acs. disp. of by Deed 3817.
See R/W Map 30
1.03 acs. disposed of shown hatched (letter B).
Grants us of 4,500 SF for 12" sewer pipe line at E.S. 7301+71
AFE. 63657-1955
Quitclaims area acq'd by Deed 3727
Parcel 1 in Deed
Parcel 2 in Deed
Grants use of Highway X-ing Letter A
See note 1: Grants use of 1.01 acres (letter "B") for highway grade X-ing purposes: Grantee hereby relinquishes all right, title, and interest in and to grade X-ing. Shown (letter "A")
Grants right to put Rd. X-ing (letter B)

NCRA - FEE_ROW_BOE_SURVEYOR MAPS REFERENCE

MAP ORDER #	MAP V #	ENG FROM	ENG TO	LOCATION	MP FROM	MP TO	NUMBER	GRANTOR	GRANTEE
BOE MAP DATA							BOE SCHEDULE OF PROPERTY DATA		
4822	V-3/1	5+67.7	222+86.1	Willits	140	144	5	J. H. Carothers	Northwestern Pacific RR Co
4822	V-3/1	5+67.7	222+86.1	Willits	140	144	6	Nellie S. James et al	Northwestern Pacific RR Co
4822	V-3/1	5+67.7	222+86.1	Willits	140	144	7	E.F. DeCamp et al	Northwestern Pacific RR Co
4822	V-3/1	5+67.7	222+86.1	Willits	140	144	8	Sunset Trading and Land Co	Northwestern Pacific RR Co
4822	V-3/1	5+67.7	222+86.1	Willits	140	144	9	Robert G. Sowers	Northwestern Pacific RR Co
4822	V-3/1	5+67.7	222+86.1	Willits	140	144	10	E.F. DeCamp et al	Northwestern Pacific RR Co
4823	V-3/S-1	180+52.0	234+69.0	Outlet	143.7	143.7	6	Nellie S. & Fred James & James S.	Northwestern Pacific R.R. Co.
4823	V-3/S-1	180+52.0	234+69.0	Outlet	143.7	143.7	7	E.F. De Camp & Carrie L. De Camp et al	Northwestern Pacific R.R. Co.
4823	V-3/S-1	180+52.0	234+69.0	Outlet	143.7	143.7	8	Sunset Trading & Land Co.	Northwestern Pacific R.R. Co.
4823	V-3/S-1	180+52.0	234+69.0	Outlet	143.7	143.7	9	Robert G. Sowers & Margaret Sowers	Northwestern Pacific R.R. Co.
4823	V-3/S-1	180+52.0	234+69.0	Outlet	143.7	143.7	10	E.F. De Camp & Carrie L. De Camp et al	Northwestern Pacific R.R. Co.
4823	V-3/S-1	180+52.0	234+69.0	Outlet	143.7	143.7	11	Richard Breese & Annie Breese	Northwestern Pacific R.R. Co.
4824	V-3/2	210+00	410+00	Maple Grove	144	147	10	E.F. De Camp et al.	Northwestern Pacific R.R. Co.
4824	V-3/2	210+00	410+00	Maple Grove	144	147	11	Richard Breese	Northwestern Pacific R.R. Co.
4824	V-3/2	210+00	410+00	Maple Grove	144	147	12	Bernt Schow	Northwestern Pacific R.R. Co.
4824	V-3/2	210+00	410+00	Maple Grove	144	147	13	Nancy M. Vincent	Northwestern Pacific R.R. Co.
4824	V-3/2	210+00	410+00	Maple Grove	144	147	14	Solomon Kramer	Northwestern Pacific R.R. Co.
4824	V-3/2	210+00	410+00	Maple Grove	144	147	15	Mary Elizabeth Holton	Northwestern Pacific R.R. Co.
4824	V-3/2	210+00	410+00	Maple Grove	144	147	16	Solomon Kramer	Northwestern Pacific R.R. Co.
4824	V-3/2	210+00	410+00	Maple Grove	144	147	17	U.S. Government	Northwestern Pacific R.R. Co.
4824	V-3/2	210+00	410+00	Maple Grove	144	147	18	Charles E. Russell et al	Northwestern Pacific R.R. Co.
4824	V-3/2	210+00	410+00	Maple Grove	144	147	19	Theron D. Reed	Northwestern Pacific R.R. Co.
4824	V-3/2	210+00	410+00	Maple Grove	144	147	20	Alila Cleveland	Northwestern Pacific R.R. Co.
4824	V-3/2	210+00	410+00	Maple Grove	144	147	21	Charles John Edwards	Northwestern Pacific R.R. Co.
4825	V-3/S-2a	264+75.4	305+63.5	Maple Grove	145.3	145.3	13	Nancy M. Vincent	Northwestern Pacific R.R. Co.
4825	V-3/S-2a	264+75.4	305+63.5	Maple Grove	145.3	145.3	14	Solomon Kramer	Northwestern Pacific R.R. Co.
4825	V-3/S-2a	264+75.4	305+63.5	Maple Grove	145.3	145.3	15	Mary Elizabeth Holton	Northwestern Pacific R.R. Co.
4825	V-3/S-2a	264+75.4	305+63.5	Maple Grove	145.3	145.3	16	Solomon Kramer	Northwestern Pacific R.R. Co.
4825	V-3/S-2a	264+75.4	305+63.5	Maple Grove	145.3	145.3	17	U.S. Government	Northwestern Pacific R.R. Co.
4826	V-3/S-2b	336+44.1	362+04.9	ALI			17	U.S. Government	Northwestern Pacific R.R. Co.
4826	V-3/S-2b	336+44.1	362+04.9	ALI			18	Charles E. Russell et al	Northwestern Pacific R.R. Co.
4827	V-3/3	410+00	610+00	Peterson	148	151	21	Charles John Edwards	Northwestern Pacific R.R. Co.
4827	V-3/3	410+00	610+00	Peterson	148	151	22	G.W. Disher	Northwestern Pacific R.R. Co.
4827	V-3/3	410+00	610+00	Peterson	148	151	23	P.L. Arnold et al	Northwestern Pacific R.R. Co.
4827	V-3/3	410+00	610+00	Peterson	148	151	24	E.N. Fisher	Northwestern Pacific R.R. Co.
4827	V-3/3	410+00	610+00	Peterson	148	151	25	Oliver Wescott et al	Northwestern Pacific R.R. Co.
4827	V-3/3	410+00	610+00	Peterson	148	151	26	Sunset Trading & Land Co.	Northwestern Pacific R.R. Co.
4827	V-3/3	410+00	610+00	Peterson	148	151	27	Sunset Trading & Land Co.	Northwestern Pacific R.R. Co.
4827	V-3/3	410+00	610+00	Peterson	148	151	28	Wagner Land Co.	Northwestern Pacific R.R. Co.
4827	V-3/3	410+00	610+00	Peterson	148	151	29	Northwestern Redwood Co.	Northwestern Pacific R.R. Co.
4827	V-3/3	410+00	610+00	Peterson	148	151	30	Sunset Trading & Land Co.	Northwestern Pacific R.R. Co.
4827	V-3/3	410+00	610+00	Peterson	148	151	31	Northwestern Redwood Co.	Northwestern Pacific R.R. Co.
4827	V-3/3	410+00	610+00	Peterson	148	151	Und. 30	Northwestern Pacific R.R. Co.	State of California
4827	V-3/3	410+00	610+00	Peterson	148	151	Und. 24	Carlos O. Fisher	N.W.P.R.R. Co.
4827	V-3/3	410+00	610+00	Peterson	148	151	Und. 24	T.J. Henderson et ux	N.W.P.R.R. Co.
4827	V-3/3	410+00	610+00	Peterson	148	151	Und. 22-3-4 (22-24?)	Northwestern Pacific R.R. Co.	State of California
4827	V-3/3	410+00	610+00	Peterson	148	151	Und. 23	Northwestern Pacific R.R. Co.	State of California
4827	V-3/3	410+00	610+00	Peterson	148	151	Und. 28-29	Northwestern Pacific R.R. Co.	State of California
4827	V-3/3	410+00	610+00	Peterson	148	151	Und. 29	Northwestern Pacific R.R. Co.	State of California

NCRA - FEE_ROW_BOE_SURVEYOR MAPS REFERENCE

INST TYPE	INST DATE	BOOK	PAGE	RECORD DATE	ACRES	DEED/CUST. NO.
BOE SCHEDULE OF PROPERTY DATA						
Deed	July 11, 1907	86	254	August 31, 1907	6.20	/1504
Deed	October 30, 1907	86	361	January 23, 1908	7.63	/1506
Deed	August 19, 1907	86	292	October 16, 1907	3.27	/1502
Deed	February 3, 1910	118	4	February 23, 1910	1.64	/1507
Deed	August 15, 1907	86	285	September 30, 1907	1.51	/1508
Deed	August 19, 1907	86	292	October 16, 1907	5.2	/1502
Deed	October 30, 1907	86	361	January 23, 1908	7.63	1506/
Deed	August 19, 1907	86	292	October 16, 1907	3.27	1502/
Deed	February 3, 1910	118	4	February 23, 1910	1.64	1507/
Deed	August 15, 1907	86	285	September 30, 1907	1.51	1508/
Deed	August 19, 1907	86	292	October 16, 1907	5.20	1502/
Deed	December 23, 1907	86	379	February 4, 1908	4.09	1509/
Deed	August 19, 1907	86	292	October 16, 1907	5.20	/1502
Deed	December 23, 1907	86	379	February 4, 1908	4.09	/1509
Deed	September 12, 1907	86	302	October 16, 1907	4.59	/1510
Deed	January 7, 1909	86	503	January 11, 1909	5.78	/1511
Deed	March 21, 1910	118	38	March 25, 1910	2.05	/1512
Deed	October 2, 1907	86	308	October 22, 1907	2.61	/1513
Deed	March 21, 1910	118	38	March 25, 1910	0.80	/1512
Grant	November 4, 1907			April 28, 1908	32.36	/1514
Deed	October 28, 1907	86	384	February 5, 1908	0.73	/1515
Deed	September 15, 1909	86	595	September 20, 1909	3.72	/1516
Deed	December 19, 1908	113	247	January 15, 1909	4.30	/1517
Deed	October 22, 1907	86	315	October 30, 1907	3.94	/1518
Deed	January 7, 1909	86	503	January 11, 1909	5.78	1511/
Deed	March 21, 1910	118	38	March 25, 1910	2.05	1512/
Deed	October 2, 1907	86	308	October 22, 1907	2.61	1513/
Deed	March 21, 1910	118	38	March 25, 1907	0.80	1512/
					32.36	1514/
Grant	November 4, 1907			April 28, 1908	32.36	1514/
Deed	October 28, 1907	86	384	February 5, 1908	0.73	1515/
Deed	October 22, 1907	86	315	October 30, 1907	3.94	/1518
Deed	September 6, 1907	86	279	September 25, 1907	9.73	/1519
Deed	May 19, 1910	118	67	June 20, 1910	1.105	/1520
Deed	June 2, 1910	118	59	June 6, 1910	7	/1521
Deed	August 19, 1907	86	256	August 31, 1907	3.59	/1522
Deed	September 11, 1909	86	605	September 22, 1909	4.64	/1523
Deed	March 29, 1910	118	40	April 5, 1910	1.53	/1524
Deed	March 31, 1911	118	148	June 7, 1911	8.23	/1526
Deed	February 15, 1910	118	48	May 2, 1910	7.30	/1527
Deed	September 11, 1909	86	605	September 22, 1909	0.21	/1523
Deed	February 15, 1910	118	48	May 2, 1910	18.85	/1527
Agreement	March 4, 1921					/1388
Deed	February 22, 1935	O.R. 16	495	September 20, 1935		/"with" 1521
Deed	August 12, 1935	O.R. 16	494	September 20, 1935		/"with" 1521
Easement	March 3, 1955					/3715
Grant Deed	December 16, 1954					/3730
Easement	May 1, 1956					/3745
Easement	May 3, 1957	O.R. 461	194	May 27, 1957		/N.W.P. 3772

NCRA - FEE_ROW_BOE_SURVEYOR MAPS REFERENCE

REMARKS
BOE SCHEDULE OF PROPERTY DATA
See also Cust. No. 1505
Parcel 3 in Deed See also Cust. Nos. 1502A & 1506
Parcel 4 in Deed See also Cust. Nos. 1502A & 1506
Also Covered by Deeds 1502-a & 1506
Additional Right of Way
Also covered by Deeds 1502-a & 1506
Parcel 4 in Deed. See also Customer Numbers 1502-A & 1506
Parcel 1 in Deed
Parcel 2 in Deed
R.W. obtained by Filing Map
Map # 357 - Filed in U.S. Land Office Oakland, Cal. Nov. 4, 1907. Approved by the Secretary of the Interior, April 28, 1908
Map # 357 - Filed in U.S. Land Office Oakland, Cal. Nov. 4, 1907. Approved by the Secretary of the Interior, April 28, 1908
1.270 acs. acq'd., acs. (letter "E"), 0.031 acs. (letter "F") and 0.086 acs. (letter "G") disp. of by Deed 3730
Parcel 1 in Deed
See also Customer Number 1525
Parcel 2 in Deed
Grants use of a area shown by letter "A" for Highway Crossing
Note No. 1: Quitclaims rights reserved in Deed 1521 , relating to R. of W. for channel leading to dam
Note No. 1: Quitclaims rights reserved in Deed 1521 , relating to R. of W. for channel leading to dam
Note No. 2: Grants right to construct and maintain a culvert (letter "A"), 2 outlet ditches, (letters "B" & "C"), and a stabilization trench (letter "D")
Note No. 3: 0.048 acs. (2117 sq. ft.) shown hatched (letter "E"), 0.031 acs. (1330 sq. ft.) shown hatched (letter "F"), and 0.086 acs. (3765 sq. ft.) shown hatched (letter "G") disposed of. Note No. 5: All minerals, mineral rights, oil, gas, natural gas and other hydrocarbons reserved.
Note No. 6: Grants use of 0.78 acs. (letter "H") for construction and maintenance of overhead highway crossing.
Note No. 7: Grants use of three areas for drainage and slope right purposes shown by (letter "J")

NCRA - FEE_ROW_BOE_SURVEYOR MAPS REFERENCE

MAP ORDER #	MAP V #	ENG FROM	ENG TO	LOCATION	MP FROM	MP TO	NUMBER	GRANTOR	GRANTEE
BOE MAP DATA							BOE SCHEDULE OF PROPERTY DATA		
4828	V-3/S-3	425+45.2	485+57.9	Arnold	148.7	148.7	21	Charles John Edwards	Northwestern Pacific R.R. Co.
4828	V-3/S-3	425+45.2	485+57.9	Arnold	148.7	148.7	22	G.W. & Amanda J. Disher	Northwestern Pacific R.R. Co.
4828	V-3/S-3	425+45.2	485+57.9	Arnold	148.7	148.7	23	P.L. Arnold et al	Northwestern Pacific R.R. Co.
4828	V-3/S-3	425+45.2	485+57.9	Arnold	148.7	148.7	24	E.N. Fisher	Northwestern Pacific R.R. Co.
4828	V-3/S-3	425+45.2	485+57.9	Arnold	148.7	148.7	Und. 22-3-4 (22-24?)	Northwestern Pacific Railroad Co.	State of California
4828	V-3/S-3	425+45.2	485+57.9	Arnold	148.7	148.7	23	Northwestern Pacific Railroad Co.	State of California
4829	V-3/4	610+00	820+00	Longvale	152	155	31	Northwestern Redwood Co.	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	32	L.B. Rose	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	33	Edward Zorn	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	34	Edward Zorn	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	35	L.B. Rose	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	36	L.B. Rose	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	37	Edward Zorn	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	38	L.B. Rose	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	39	Sunset Trading & Land Co.	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	40	L.B. Rose	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	41	Erling J. Miller	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	42	L.B. Rose	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	43	Erling J. Miller	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	44	L.B. Rose	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	45	U.S. Government	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	46	L.B. Rose	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	31-A	Northwestern Redwood Co. et al	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	47	L.B. Rose	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	Und. 36	Northwestern Pacific R.R. Co.	L.B. Rose
4829	V-3/4	610+00	820+00	Longvale	152	155	48	L.B. Rose	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	Und. 31-A	Northwestern Pacific R.R. Co.	Northwestern Redwood Co.
4829	V-3/4	610+00	820+00	Longvale	152	155		Northwestern Redwood Co.	Northwestern Pacific R.R. Co.
4829	V-3/4	610+00	820+00	Longvale	152	155	Und. 41	Northwestern Pacific R.R. Co.	J.A. Whittaker
4830	V-3/S-4	638+00	689+00	Longvale	152.5	153	31	Northwestern Redwood Co.	Northwestern Pacific R.R. Co.
4830	V-3/S-4	638+00	689+00	Longvale	152.5	153	31-a	Northwestern Redwood Co. et al	Northwestern Pacific R.R. Co.
4830	V-3/S-4	638+00	689+00	Longvale	152.5	153	32	L.B. Rose	Northwestern Pacific R.R. Co.
4830	V-3/S-4	638+00	689+00	Longvale	152.5	153	33	Edward Zorn	Northwestern Pacific R.R. Co.
4830	V-3/S-4	638+00	689+00	Longvale	152.5	153	34	Edward Zorn	Northwestern Pacific R.R. Co.
4830	V-3/S-4	638+00	689+00	Longvale	152.5	153	35	L.B. Rose	Northwestern Pacific R.R. Co.
4830	V-3/S-4	638+00	689+00	Longvale	152.5	153	36	L.B. Rose	Northwestern Pacific R.R. Co.
4830	V-3/S-4	638+00	689+00	Longvale	152.5	153	47	L.B. Rose	Northwestern Pacific R.R. Co.
4830	V-3/S-4	638+00	689+00	Longvale	152.5	153	Und. 36	Northwestern Pacific R.R. Co.	L.B. Rose
4830	V-3/S-4	638+00	689+00	Longvale	152.5	153	Und. 31-A	Northwestern Pacific R.R. Co.	Northwestern Redwood Co.
4830	V-3/S-4	638+00	689+00	Longvale	152.5	153	49	Northwestern Pacific R.R. Co.	Northwestern Pacific R.R. Co.
4831	V-3/5	820.00+00	1020.00+00	Willits to Shively	156	159	46	L.B. Rose.	Northwestern Pacific R.R. Co.
4831	V-3/5	820.00+00	1020.00+00	Willits to Shively	156	159	47	L.B. Rose.	Northwestern Pacific R.R. Co.
4831	V-3/5	820.00+00	1020.00+00	Willits to Shively	156	159	48	Mary E. Rowe.	Northwestern Pacific R.R. Co.
4831	V-3/5	820.00+00	1020.00+00	Willits to Shively	156	159	49	U.S. Government.	Northwestern Pacific R.R. Co.
4831	V-3/5	820.00+00	1020.00+00	Willits to Shively	156	159	50	Sunset Trading and Land Co.	Northwestern Pacific R.R. Co.
4831	V-3/5	820.00+00	1020.00+00	Willits to Shively	156	159	51	U.S. Government.	Northwestern Pacific R.R. Co.
4831	V-3/5	820.00+00	1020.00+00	Willits to Shively	156	159	52	George A. Knight.	Northwestern Pacific R.R. Co.
4831	V-3/5	820.00+00	1020.00+00	Willits to Shively	156	159	53	Mendocino Cattle and Land Co.	Northwestern Pacific R.R. Co.
4831	V-3/5	820.00+00	1020.00+00	Willits to Shively	156	159	54	George A. Knight.	Northwestern Pacific R.R. Co.
4831	V-3/5	820.00+00	1020.00+00	Willits to Shively	156	159	55	U.S. Government.	Northwestern Pacific R.R. Co.

NCRA - FEE_ROW_BOE_SURVEYOR MAPS REFERENCE

INST TYPE	INST DATE	BOOK	PAGE	RECORD DATE	ACRES	DEED/CUST. NO.
BOE SCHEDULE OF PROPERTY DATA						
Deed	October 22, 1907	86	315	October 30, 1907	3.94	1518/
Deed	September 6, 1907	86	279	September 25, 1907	9.73	1519/
Deed	May 19, 1910	118	67	June 20, 1910	1.27	1520/
Deed	June 2, 1910	118	59	June 6, 1910	7	1521/
Easement	March 3, 1955					3715/
Grant Deed	December 16, 1954					3730/
Deed	February 15, 1910	118	48	May 2, 1910	18.85	/1527
Deed	September 11, 1909	86	573	September 14, 1909	3.07	/1528
Deed	September 8, 1909	86	590	September 14, 1909	0.60	/1530
Deed	July 3, 1911	118	155	July 8, 1911	0.02	/1531
Deed	September 11, 1909	86	573	September 14, 1909	3.02	/1528
Deed	June 14, 1911	118	152	June 16, 1911	9.66	/1529
Deed	September 8, 1909	86	590	September 14, 1909	3.50	/1530
Deed	September 11, 1909	86	573	September 14, 1909	1.33	/1528
Deed	September 11, 1909	86	605	September 22, 1909	2.42	/1523
Deed	September 11, 1909	86	573	September 14, 1909	1.70	/1528
Deed	August 26, 1909	86	568	August 30, 1909	4	/1532
Deed	September 11, 1909	86	573	September 14, 1909	0.87	/1528
Deed	August 26, 1909	86	568	August 30, 1909	4	/1532
Deed	September 11, 1909	86	573	September 14, 1909	0.63	/1528
Grant	November 4, 1907			April 28, 1908	7.06	/1533
Deed	September 11, 1909	86	573	September 14, 1909	11.07	/1528
Agreement	September 10, 1912					/1722
Deed	April 8, 1918	155	9	December 10, 1918	0.42	/1728
Grant	December 3, 1918					/Agr. 1063
Deed	April 8, 1918	155	9	December 10, 1918	2.30	/1728
Relinquishment	July 31, 1917					
B. & S. Deed	March 14, 1932	O.R. 83	126	June 17, 1933	0.90	/3126
Easement	February 8, 1965					/Lease 3860
Deed	February 15, 1910	118	48	May 2, 1910	18.85	/1527
Agreement	September 10, 1912					/1722
Deed	September 11, 1909	86	573	September 14, 1909	3.07	/1528
Deed	September 8, 1909	86	590	September 14, 1909	0.60	/1530
Deed	July 3, 1911	118	155	July 8, 1911	0.02	/1531
Deed	September 11, 1909	86	573	September 14, 1909	6.02	/1528
Deed	June 14, 1911	118	152	June 16, 1911	9.66	/1529
Deed	April 8, 1918	155	9	December 10, 1918	0.42	/1728
Grant	December 3, 1918					/Agr. 1063
Relinquishment	July 31, 1917					
B. & S. Deed	March 14, 1932	O.R. 83	126	June 17, 1933	0.90	/3126
Deed	Sep. 11, 1909	86	573	Sep. 14, 1909	11.07	/1528
Deed	Sep. 11, 1909	86	573	Sep. 14, 1910	24.60	/1528
Deed	Jan. 18, 1910	118	9	Mar. 24, 1910	0.60	/1534
Grant	Nov. 4 1907			Apr. 28, 1908	6.72	/1535
Deed	Sep. 11, 1909	86	605	Sep. 22, 1909	3.53	/1523
Grant	Nov. 4, 1907			Apr. 28, 1908	11.38	/1536
Deed	Sep. 4, 1909	86	599	Sep. 20, 1909	3.60	/1537
Deed	Sep. 1, 1909	86	582	Sep. 14, 1909	15.90	/1538
Deed	Sep. 4, 1909	86	599	Sep. 20, 1909	1.30	/1537
Grant	Nov. 4, 1907			Sep. 28, 1908	0.96	/1539

NCRA - FEE_ROW_BOE_SURVEYOR MAPS REFERENCE

REMARKS
BOE SCHEDULE OF PROPERTY DATA
Additional Right of Way
Note No. 1: Grants right to construction and maintain a culvert (letter "A"), 2 outlet ditches (letters "B" & "C"), and a stabilization trench (letter "D").
Note No. 2: 0.048 acres (2117 square feet) shown hatched (letter "E"), 0.031 acres (1330 square feet) shown hatched (letter "F"), and 0.086 acres (3765 square feet) shown hatched (letter "G"), disposed of. Note No. 3: All minerals, mineral rights, oil, gas, natural gas, and
Parcel 7 in Deed
Parcel 1 in Deed
Parcel 1 in Deed
Parcel 2 in Deed. Crossing Authorized April 1922
Parcel 2 in Deed
Parcel 3 in Deed
Parcel 3 in Deed
Parcel 1 in Deed
Parcel 4 in Deed
Parcel 2 in Deed
Parcel 5 in Deed
R.W. obtained by Filing Map
Parcel 6 in Deed
Note No. 1: Five year lease with privilege of renewal. The previous area of 1.15 acres has been eliminated account nonrenewal of agreement which expired July 31, 1917, see letter from M.L. Gillogly to W.B. Burris dated June 28, 1922, shown hatched. Of this 1.15 acres, 23250
Parcel 1 in Deed
Use of Wagon Road Indicated by letter "B"
Parcel 2 in Deed
1.15 acres disposed of Memo C.R. S-37
39200 square feet acquired
Note No. 2: Grants use of 2000 square feet for private road crossing E.S. 738+50
Note No. 1: Five year lease with privilege of renewal. The previous area of 1.15 acres has been eliminated account nonrenewal of agreement which expired July 31, 1917, see letter from M.L. Gillogly to W.B. Burris dated June 28, 1922, shown hatched. Of this 1.15 acres, 23250
Parcel 7 in Deed
Parcel 1 in Deed
Parcel 1 in Deed
Parcel 1 in Deed
Use of Wagon Road Indicated by letter "B"
1.15 acres disposed of Memo C.R. S-37
Parcel VI in Deed
Parcel VIII in Deed
R.W. obtained by Filing Map
Parcel IV in Deed
R.W. Obtained by Filing Map
Parcel I in Deed
Parcel II Deed
R.W. Obtained by Filing Map

Exhibit D
Deed A

THIS INDENTURE, Made this 3d day of August, 1909, between NORTHWESTERN REDWOOD COMPANY, the party of the first part, and NORTHWESTERN PACIFIC RAILROAD COMPANY, the party of the second part, each of said parties being a corporation duly organized and existing under the laws of the State of California,

WITNESSETH:-

THAT IN CONSIDERATION of the sum of Ten (10) Dollars to the party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant unto the party of the second part, for railroad purposes,

1. The following parcel of land in the Town of Willits, County of Mendocino, State of California:

Beginning at a point, North 88° 30' East, Twelve (12) feet from the Southeasterly corner of Block 3 as shown on the map of the Northwestern Addition to the Town of Willits:- Running thence North 88° 30' East One hundred twenty-five and two-tenths (125.2) feet:- Thence South 0° 09' West Seven hundred six and four-tenths (706.4) feet:- Thence North 19° 16' East Fifty (50) feet:- Thence North 68° 21' East Thirty-four and nine tenths (34.9) feet:- Thence North 0° 05' East Eight hundred sixty-five and two-tenths (865.2) feet to the Northerly line of Commercial Street (as shown on said map), if extended:- Thence North 88° 33' East Five and two-tenths (5.2) feet:- Thence North 0° 05' East One thousand one hundred seven and six tenths (1,107.6) feet:- Thence North 89° 55' West Three hundred twenty-four and five-tenths (324.5) feet:- Thence westerly parallel to and distant Fifty (50) feet Northwesterly from the track of the Northwestern Pacific Railroad running to the roundhouse Three hundred and twenty-three and nine-tenths (323.9) feet:- Thence South 64° 51' West Five hundred ninety-one and two-tenths (591.2) feet to the Easterly line of Main Street as shown on said map of the Northwestern Addition to the Town of Willits:- Thence South 1° 30' East One hundred nine and two-tenths (109.2) feet:- Thence North 64° 51' East Five hundred and thirty-two (532) feet:- Thence Easterly parallel to and distant Fifty (50) feet Southerly from the center line of the Northwestern Pacific Railroad Four hundred thirty-four and four-tenths (434.4) feet:- Thence South 1° 30' East Nine hundred thirty-nine and seven-tenths (939.7) feet to the place of beginning.

2. Also a right of way over the tract of land One hundred (100) feet in width, being Fifty (50) feet on each side of the center line of the Northwestern Pacific Railroad as constructed, and extending from the Easterly line of Main Street as shown on said Map of the Northwestern Addition to the Town of Willits, a distance of Two thousand nine hundred thirty-seven (2,937) feet, more or less, to the Westerly line of the Northeast quarter of Sec. 13, T. 18 N., R. 14 W., M. D. M.

3. The right to maintain and operate the tracks, spurs and sidings of the party of the second part as the same now are, commencing at the boundary line between the mill property of the party of the first part and the property formerly owned by _____ Sweeney, and extending through the property of the party of the first part, or parts thereof, or otherwise now located upon the property of the party of the first part, or parts thereof.

The foregoing grant is made upon the following express conditions:

First: That upon a line beginning at said point north 88° 30' East, twelve (12) feet from the Southeasterly corner of said Block Three (3), running thence North 88° 30' East One hundred twenty-five and two-tenths (125.2) feet, thence South 0° 09' West

Seven hundred six and four-tenths (706.4) feet, there shall be maintained for all time a good and substantial tight board fence, at least seven (7) feet high, so as to prevent ingress or egress over the line of said fence.

Second: That having regard to that portion of said tract numbered One lying between a line parallel to and forty (40) feet east of the line commencing at said point North 88° 30' East twelve (12) feet from the Southeasterly corner of said Block Three (3), and running North 1° 30' West 939.7 feet, and said last mentioned line, no fence or other obstruction shall be erected upon any part or on the boundaries of said part of said tract, except as in Condition First provided, and that no building shall ever be constructed within said forty (40) feet.

Y.S.K. Third: That there shall be maintained across said tract lying east of said line commencing at said point North 88° 30' East twelve (12) feet from the Southeasterly corner of said Block Three (3), and running North 1° 30' West 939.7 feet, a street for use as a highway, which tract shall be a continuation, and of the width, of Commercial Street, as the same is designated upon the Map of the Northwestern Addition to the Town of Willits, and which street shall be open for ingress and egress both to and from the east and west of said tract. And the party of the first part reserves to itself, its successors and assigns, the right to use said strip which is eighty (80) feet wide, for the purpose of a street.

Fourth: That there shall be maintained by the party of the second part, the depot now upon said property numbered One. And there is reserved to the party of the first part, its successors and assigns, the right to maintain and enjoy such of its buildings or improvements as are now upon said property, or any part thereof.

Y.S.K. Fifth: That said party of the second part shall, so long as desired and used by said party of the first part, maintain and operate all branches, spurs, switches and sidings, now or hereafter constructed or used by or for the benefit of said party of the first part. That none of the branches, spurs, switches or sidings now or hereafter belonging to the party of the first part shall be used by the party of the second part to carry any freight or passengers other than for the party of the first part, without the consent in writing of said party of the first part. And that said party of the second part shall, at the request of said party of the first part, on sixty (60) days' notice, begin the construction of, and with reasonable diligence proceed to complete, operate and maintain such further branches, spurs, switches and sidings as may be called for by the party of the first part, to be completed, operated and maintained upon the lands now owned or claimed by the party of the first part, (except those conveyed to the party of the second part) or hereafter acquired by the party of the first part in the immediate vicinity of the lands now owned by it, and be reasonably necessary to carry its forest products, and the cost of grading whereof is borne, and the ties for which are supplied by said party of the first part. And that the service to be furnished by said party of the second part under the terms of this paragraph shall be such as will reasonably provide for the business of the party of the first part applicable to the territory in question.

Sixth: That the party of the second part will, at the request of the party of the first part, and at the expense of the party of the first part, other than for the fees of the attorneys of the party of the second part, and transportation of witnesses over the lines of the party of the second part, bring condemnation proceedings for such rights of way through the lands of third parties, as may be necessary to connect the main line

between Willits and Sherwood, or spurs or extensions connecting therewith, with lands now owned or claimed by the party of the first part, or hereafter acquired by it in the immediate vicinity thereof.

There is expressly reserved and excepted to said party of the first part:

(a) A strip for use as a highway, which street shall be a continuation, and of the width, of Humboldt Street as the same is designated upon said Map of the Northwestern Addition to the Town of Willits, and which street shall be open for ingress and egress both to and from the tracts lying to the North and South of said street.

(b) All springs, creeks, ponds and other water in or flowing through the lands above described, or any thereof, and the exclusive right to the use of said water, including all riparian or other water rights, and the exclusive right to divert or appropriate the said water; it being understood that the taking of water by said party of the second part as the same now is or has been done by it or its predecessors is, and was, under a license revocable at the pleasure of said party of the first part.

All of the provisions hereof shall apply to, bind, and inure in favor of the respective successors and assigns of the parties hereto.

WITNESS the hands of the parties hereto on the day and year first above written.

(CORPORATE SEAL)

NORTHWESTERN REDWOOD COMPANY

By E. A. Selfridge Jr President

By E. Scott Secretary

(CORPORATE SEAL)

NORTHWESTERN PACIFIC RAILROAD COMPANY

By A. H. Payson President

By G. L. King Secretary

Approved as to Form Jesse W. Lillenthal by Albert Raymond Genl. Counsel.

Approved as to Description W. C. Edes.

STATE OF CALIFORNIA,)
City and County of San Francisco) ss.

On this 4th day of August in the year One Thousand Nine Hundred and Nine, before me, HUGH T. SIME, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared E. A. Selfridge Jr known to me to be the President and E. Scott, known to me to be the Secretary, respectively of the Northwestern Redwood Company the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL)

Hugh T. Sime

Notary Public in and for the City and County
of San Francisco, State of California.

STATE OF CALIFORNIA,)
City and County of San Francisco) ss. ✓

On this Fifth (5th) day of August in the year One Thousand Nine Hundred and nine (1909) before me, E. B. RYAN, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared A. H. Payson and G. L. King known to me

to be the President and Secretary, respectively of the NORTHWESTERN PACIFIC RAILROAD COMPANY the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed said instrument on behalf of the Corporation therein named; and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL)

E. B. Ryan

Notary Public in and for the City and County of San Francisco, State of California.

My Commission expires Feb 17, 1910.

Recorded at Request of Geo. P. Anderson, May 2, 1910 at — min past 8 A. M.

E. E. HOLBROOK

County Recorder.

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THIS INDENTURE, made this 15th day of February, 1910, between NORTHWESTERN REDWOOD COMPANY, the party of the first part, and NORTHWESTERN PACIFIC RAILROAD COMPANY, the party of the second part, each of said parties being a Corporation duly incorporated under the laws of the State of California.

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) to said party of the first part in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, said party of the first part by these presents does grant, bargain and sell, convey and confirm unto the said party of the second part, and to its successors and assigns, for railroad purposes, all that certain parcel of land situate in the County of Mendocino, State of California, and bounded and more particularly described as follows, to wit:

A strip or tract of land being all of the land of the party of the first part in the S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33, T. 20 N., R. 14 W., M. D. M., lying within 50 feet on each side of and parallel to the located center line of the railroad of the party of the second part from the point where said center line intersects the southerly line of said S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33 To Engineer's Station 570 of said center line, and all of the land of the party of the first part in said S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33 and the N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of said Section 33, lying within 50 feet on the easterly side of and parallel to and within 75 feet on the westerly side of and parallel to said center line from its Engineer's Station 580, and all of the land of the party of the first part in said N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33; the N.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ and S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of said Section 33 lying within 50 feet on each side of and parallel to said center line from its Engineer's Station 580 to its Engineer's Station 602, and all of the land of the party of the first part in said S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Section 33 lying within 100 feet on the easterly side of and parallel to and within 50 feet on the westerly side of and parallel to and ~~within 50 feet on the westerly side of and parallel to~~ said center line from its Engineer's Station 602 to its Engineer's Station 605, and all of the land of the party of the first part in said S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Section 33, the N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of said Section 33 and S.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of Section 28, T. 20 N., R. 14 W. M. D. M. lying within 50 feet on each side of and parallel to

Exhibit E

Deed B

to be the President and Secretary, respectively of the NORTHWESTERN PACIFIC RAILROAD COMPANY the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed said instrument on behalf of the Corporation therein named; and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL)

E. B. Ryan

Notary Public in and for the City and County of San Francisco, State of California.

My Commission expires Feb 17, 1910.

Recorded at Request of Geo. P. Anderson, May 2, 1910 at — min past 8 A. M.

E. E. HOLBROOK

County Recorder.

---###00###---

THIS INDENTURE, made this 15th day of February, 1910, between NORTHWESTERN REDWOOD COMPANY, the party of the first part, and NORTHWESTERN PACIFIC RAILROAD COMPANY, the party of the second part, each of said parties being a Corporation duly incorporated under the laws of the State of California.

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) to said party of the first part in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, said party of the first part by these presents does grant, bargain and sell, convey and confirm unto the said party of the second part, and to its successors and assigns, for railroad purposes, all that certain parcel of land situate in the County of Mendocino, State of California, and bounded and more particularly described as follows, to wit:

A strip or tract of land being all of the land of the party of the first part in the S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33, T. 20 N., R. 14 W., M. D. M., lying within 50 feet on each side of and parallel to the located center line of the railroad of the party of the second part from the point where said center line intersects the southerly line of said S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33 To Engineer's Station 570 of said center line, and all of the land of the party of the first part in said S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33 and the N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of said Section 33, lying within 50 feet on the easterly side of and parallel to and within 75 feet on the westerly side of and parallel to said center line from its Engineer's Station 580, and all of the land of the party of the first part in said N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33; the N.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ and S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of said Section 33 lying within 50 feet on each side of and parallel to said center line from its Engineer's Station 580 to its Engineer's Station 602, and all of the land of the party of the first part in said S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Section 33 lying within 100 feet on the easterly side of and parallel to and within 50 feet on the westerly side of and parallel to and ~~within 50 feet on the westerly side of and parallel to~~ said center line from its Engineer's Station 602 to its Engineer's Station 605, and all of the land of the party of the first part in said S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Section 33, the N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of said Section 33 and S.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of Section 28, T. 20 N., R. 14 W. M. D. M. lying within 50 feet on each side of and parallel to

said center line from its Engineer's Station 605 to its Engineer's Station 627, and all of the land of the party of the first part in said S.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of Section 28 and the N.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of said Section 28 lying within 75 feet on each side of and parallel to said center line from its Engineer's Station 627 to its Engineer's Station 640, and all of the land of the party of the first part in said N.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of Section 28 and the N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of said Section 28 lying within 75 feet on the easterly side of and parallel to and within 125 feet on the westerly side of and parallel to said center line from its Engineer's Station 640 to the point where said center line intersects the northerly line of said N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 28, said center line from the point where it intersects the southerly line of said S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33 to the point where it intersects the northerly line of said N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 28 being more particularly described as follows, to wit:-

BEGINNING at a point where said center line intersects the southerly line of said S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 33, at a distance of 1445.9 feet measured in a westerly direction along the southerly line of said Section 33 from the southeast corner of said Section 33, said point being at or near Engineer's Station 562+60.4 of said center line, a tangent to said center line at said point bears N. 13° 30' W.; thence on a 10° curve to the right 6.2 feet, more or less, to Engineer's Station 562+66.6, a point of taper curve; thence on a taper curve to the right decreasing 1° to each 30 feet, 270 feet to Engineer's Station 565+36.6, a point of tangency; thence on a tangent N. 0° 37' E., 334.3 feet to Engineer's Station 568+70.9, a point of taper curve, thence on a taper curve to the left increasing 30 minutes to each 30 feet, 150 feet to Engineer's Station 570+20.9, a point of compound curve; thence on a 3° curve to the left 1547.2 feet to Engineer's Station 585+68.1, a point of taper curve; thence on a taper curve to the left decreasing 30 minutes to each 30 feet, 150 feet to Engineer's Station 587+18.1, a point of tangency; thence on a tangent N. 50° 18' W., 1060.2 feet to Engineer's Station 597+78.3, a point of taper curve; thence on a taper curve to the right increasing 1° to each 30 feet, 210 feet to Engineer's Station 599+88.3, a point of compound curve; thence on an 8° curve to the right 237.7 feet to Engineer's Station 602+26, a point of taper curve; thence on a taper curve to the right decreasing 1° to each 30 feet, 210 feet to Engineer's Station 604+36, a point of tangency; thence on a tangent N. 14° 29' W., 697.6 feet to Engineer's Station 611+33.6, a point of taper curve; thence on a taper curve to the right increasing 1° to each 30 feet, 210 feet to Engineer's Station 613+43.6, a point of compound curve; thence on an 8° curve to the right 104.6 feet to Engineer's Station 614+48.2, a point of taper curve; thence on a taper curve to the right decreasing 1° to each 30 feet, 210 feet to Engineer's Station 616+58.2, a point of tangency; thence on a tangent N. 10° 41' E., 113.7 feet to Engineer's Station 617+71.9, a point of taper curve; thence on a taper curve to the left increasing 1° to each 30 feet, 210 feet to Engineer's Station 619+81.9, a point of compound curve; thence on an 8° curve to the left 90.3 feet, more or less, to the point where said center line intersects the north line of said Section 33, T. 20 N., R. 14 W., M. D. M., at a distance of 1750.5 feet measured in an easterly direction along said north line from the northwest corner of said Section 33; said point being at or near Engineer's Station 620+72.2, of said center line; thence continuing on the same 8° curve to the left a further distance of 75.3 feet, more or less, to Engineer's Station 621+47.5, a point of taper curve; thence on a taper curve to the left decreasing 1° to

each 30 feet, 210 feet to Engineer's Station 623+57.5, a point of tangency; thence on a tangent N. 19° 22' W., 101.5 feet to Engineer's Station 624+59, a point of taper curve; thence on a taper curve to the right increasing 1° to each 30 feet, 270 feet to Engineer's Station 627+29, a point of compound curve; thence on a 10° curve to the right 394 feet, to Engineer's Station 631+23, a point of taper curve; thence on a taper curve to the right decreasing 1° to each 30 feet, 270 feet to Engineer's Station 633+83, a point of tangency; thence on a tangent N. 47° 02' E., 1439.9 feet to Engineer's Station 648+52.9, a point of taper curve; thence on a taper curve to the left increasing 30 minutes to each 30 feet, 270 feet to Engineer's Station 651+02.9, a point of compound curve, thence on a 5° curve to the left 244.7 feet, more or less, to the point where said center line intersects the northerly line of said N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 28, at a distance of 1905.6 feet measured in a westerly direction along the northerly line of the S.E. $\frac{1}{4}$ of said Section 28 from the northeast corner of said S.E. $\frac{1}{4}$ of Section 28, said point being at or near Engineer's Station 653+47.6, of said center line, a tangent to said center line at said point bears N. 28° 03' E. Containing 26.15 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the above described premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

The party of the first part, however, excepts and reserves all timber and water rights on the parcel herein conveyed, and the party of the second part agrees to provide upon said lands storage and loading facilities sufficient for the transaction of the business of said party of the first part with said party of the second part, its successors and assigns. Said party of the first part also reserves reasonable crossings over the right of way herein conveyed.

IN WITNESS WHEREOF said party of the first part has caused these presents to be executed by its President and Secretary thereunto duly authorized, and its seal to be hereunto affixed, on the day and year first above written.

(CORPORATE SEAL)

NORTHWESTERN REDWOOD COMPANY

Signed and Delivered
in the Presence of:

By E. A. Selfridge Jr

President

By E. Scott

Secretary

Approved as to Description W. C. Edes Chief Engineer

Approved as to Form Jesse W. Lillenthal General Counsel.

STATE OF CALIFORNIA,)
City and County of San Francisco.) ss.

On this 15th day of February in the year One Thousand Nine Hundred and Ten, before me, HUGH T. SIME, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared E. A. Selfridge Jr known to me to be the President and E. Scott known to me to be the Secretary, respectively of the Northwestern Redwood Company of the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City and County of San Francisco, the day and year in this Certificate

first above written.

(SEAL)

Hugh T. Sime

Notary Public in and for the City and County
of San Francisco, State of California.

Recorded at Request of Geo. P. Anderson, May 2, 1910 at 1 min past 8 A. M.

E. E. HOLBROOK

County Recorder.

-----~~11/10/11~~-----

THIS INDENTURE made this 15th day of February, 1910, between NORTHWESTERN REDWOOD COMPANY, the party of the first part, and NORTHWESTERN PACIFIC RAILROAD COMPANY, the party of the second part, each of said parties being a corporation duly organized and existing under the laws of the State of California:

W I T N E S S E T H :

That in consideration of the sum of ten dollars (\$10.00) to the party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant unto the party of the second part, for railroad purposes,

The following parcel of land in the Town of Willits, County of Mendocino, State of California:

BEGINNING at a point on the Northerly boundary of Section eighteen (18) Township eighteen (18) North, Range thirteen (13) West, Mount Diablo Meridian, from which point the Northwest corner of Section eighteen (18) bears South 89° 51½' West, a distance of 920.4 feet; - Thence running South 0° 05' West, one thousand six hundred and sixty-nine and five-tenths (1,669.5) feet; - Thence South 89° 55' East three hundred twenty-four and five-tenths (324.5) feet; - Thence North 0° 05' East two hundred eighty-nine and one-tenth (289.1) feet; - Thence South 89° 55' East one hundred seventy-five and five-tenths (175.5) feet; - Thence North 0° 05' East one thousand three hundred ninety-five and nine-tenths (1,395.9) feet, to the Southerly boundary of the land of O. Simonson; - Thence South 88° 20' West along said Southerly boundary, five hundred and two-tenths (500.2) feet to the place of beginning.

Containing an area of 18.08 acres, more or less.

The foregoing grant is made upon the following express conditions::

1. That the land herein conveyed shall not be sold for residential purposes and shall be used only for the purpose of a railroad yard and station grounds.
2. That said party of the second part shall build at such place, not on the land hereinbefore described, as shall be designated by the first party, and maintain in such a manner as may from time to time be required by the authorities of the Town of Willits, a substantial bridge at least 30 feet wide exclusive of a sidewalk at least 6 feet wide, which sidewalk shall be on the westerly side of said bridge, for use by all pedestrians and teams, said bridge to cross the creek flowing through the land hereinbefore described.
3. That at the request of said first party, said second party shall furnish and deliver at the railway siding most convenient to the first party, sufficient gravel for the construction of two streets, one of which shall be 40 feet in width between curbs and connecting said bridge with Main Street in said Town of Willits, but so as not to intersect the right of way of the second party, and the other to adjoin the property herein conveyed on the west for its entire length and be 50 feet in width. And said first party will upon

Exhibit F
Deed C

first above written.

(SEAL)

Hugh T. Sime

Notary Public in and for the City and County
of San Francisco, State of California.

Recorded at Request of Geo. P. Anderson, May 2, 1910 at 1 min past 8 A. M.

E. E. HOLBROOK

County Recorder.

---//CO//---

THIS INDENTURE made this 15th day of February, 1910, between NORTHWESTERN REDWOOD COMPANY, the party of the first part, and NORTHWESTERN PACIFIC RAILROAD COMPANY, the party of the second part, each of said parties being a corporation duly organized and existing under the laws of the State of California:

W I T N E S S E T H :

That in consideration of the sum of ten dollars (\$10.00) to the party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant unto the party of the second part, for railroad purposes,

The following parcel of land in the Town of Willits, County of Mendocino, State of California:

BEGINNING at a point on the Northerly boundary of Section eighteen (18) Township eighteen (18) North, Range thirteen (13) West, Mount Diablo Meridian, from which point the Northwest corner of Section eighteen (18) bears South 89° 51½' West, a distance of 920.4 feet; - Thence running South 0° 05' West, one thousand six hundred and sixty-nine and five-tenths (1,669.5) feet;- Thence South 89° 55' East three hundred twenty-four and five-tenths (324.5) feet;- Thence North 0° 05' East two hundred eighty-nine and one-tenth (289.1) feet;- Thence South 89° 55' East one hundred seventy-five and five-tenths (175.5) feet;- Thence North 0° 05' East one thousand three hundred ninety-five and nine-tenths (1,395.9) feet, to the Southerly boundary of the land of O. Simonson;- Thence South 88° 20' West along said Southerly boundary, five hundred and two-tenths (500.2) feet to the place of beginning.

Containing an area of 18.08 acres, more or less.

The foregoing grant is made upon the following express conditions::

1. That the land herein conveyed shall not be sold for residential purposes and shall be used only for the purpose of a railroad yard and station grounds.
2. That said party of the second part shall build at such place, not on the land hereinbefore described, as shall be designated by the first party, and maintain in such a manner as may from time to time be required by the authorities of the Town of Willits, a substantial bridge at least 30 feet wide exclusive of a sidewalk at least 6 feet wide, which sidewalk shall be on the westerly side of said bridge, for use by all pedestrians and teams, said bridge to cross the creek flowing through the land hereinbefore described.
3. That at the request of said first party, said second party shall furnish and deliver at the railway siding most convenient to the first party, sufficient gravel for the construction of two streets, one of which shall be 40 feet in width between curbs and connecting said bridge with Main Street in said Town of Willits, but so as not to intersect the right of way of the second party, and the other to adjoin the property herein conveyed on the west for its entire length and be 50 feet in width. And said first party will upon

said delivery of gravel, grade and gravel the two streets above described, and said first party upon the completion of said streets will, by its properly authorized officers, dedicate said streets to the Town of Willits for public use.

4. That said second party shall build and maintain a road 50 feet in width crossing the land hereinbefore described and following the course of and as near as practicable, to the aforesaid creek on the northerly side thereof, said road to be of an excellence equal to the business streets of the Town of Willits.

THERE ARE EXPRESSLY RESERVED AND EXCEPTED to said first party from said property:

(a)- All springs, creeks, ponds and other water in or flowing through the lands above described, or any thereof, and the exclusive right to the use of said water including all riparian or other water rights, and the exclusive right to divert or appropriate the said water, it being understood that the taking of water by the said second party as the same now is and has been done by its predecessors, is and was under a license revocable at the pleasure of said first party.

(b)- A right of way for a wagon road 50 feet in width intersecting the land hereinbefore described and following the course of and as near as practicable to the aforesaid creek on the northerly side thereof.

(c)- The right to lay, maintain and use, sewer and water pipes and other conduits, under, upon or over the premises above described, to be installed and maintained by the first party to the satisfaction of the second party and in such a manner as not to interfere with or restrict the use of said lands for railway purposes.

All of the provisions hereof shall apply to, bind and inure in favor of, the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be executed by its President and Secretary, thereunto duly authorized, and its seal to be hereunto affixed, on the day and year first above written.

(CORPORATE SEAL)

NORTHWESTERN REDWOOD COMPANY,

By E. A. Selfridge Jr President

By E. Scott Secretary

Approved as to description:

W. C. Edes Chief Engineer.

Approved as to Form:

Jesse W. Lillenthal General Counsel.

STATE OF CALIFORNIA, }

City and County of San Francisco }

ss. ✓

On this 15th day of February in the year One Thousand Nine Hundred and Ten, before me, HUGH T. SIME, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared E. A. Selfridge Jr known to me to be the President and E. Scott known to me to be the Secretary, respectively of the Northwestern Redwood Company of the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the City and County of San Francisco, the day and year in this Certificate first above written.

(SEAL)

Hugh T. Sime

Notary Public in and for the City and County of San Francisco, State of California.

Recorded at Request of Geo. P. Anderson, May 2, 1910 at 2 min past 8 A. M.

E. E. HOLBROOK

County Recorder.

THIS INDENTURE, Made this 25th day of April, 1910, by and between NORTHWESTERN REDWOOD COMPANY, the party of the first part, and NORTHWESTERN PACIFIC RAILROAD COMPANY, the party of the second part, each of said parties being a corporation duly incorporated, organized and existing under and by virtue of the laws of the State of California,

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of the sum of Ten (10) Dollars to said party of the first part in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, said party of the first part has granted, bargained and sold, conveyed and confirmed, and by these presents does grant, bargain and sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all those certain pieces, parcels or tracts of land situate in the County of Mendocino, State of California, and bounded and more particularly described as follows, to wit:

PARCEL 1. - A strip or tract of land being all of the land of the party of the first part in the S. $\frac{1}{2}$ of Lot 5, Section 7, T. 21 N., R. 13 W., M. D. M., lying within 100 feet on the westerly side of and parallel to and within 75 feet on the easterly side of and parallel to the located center line of the railroad of the party of the second part from the point where said center line intersects the southerly line of said S. $\frac{1}{2}$ of Lot 5 to Engineer's Station 1758 of said center line, and all of the land of the party of the first part in said S. $\frac{1}{2}$ of Lot 5 lying within 50 feet on the westerly side of and parallel to and within 75 feet on the easterly side of and parallel to said center line from its Engineer's Station 1758 to its Engineer's Station 1762+50 and all of the land of the party of the first part in said S. $\frac{1}{2}$ of Lot 5 lying within 100 feet on the westerly side of and parallel to and within 75 feet on the easterly side of and parallel to said center line from its Engineer's Station 1762+50 to the point where said center line intersects the northerly line of said S. $\frac{1}{2}$ of Lot 5; said center line as it crosses said S. $\frac{1}{2}$ of Lot 5 being more particularly described as follows, to-wit:-

BEGINNING at a point where said center line intersects the Southerly line of said S. $\frac{1}{2}$ of Lot 5 of Section 7, at a distance of 1822.9 feet measured in an easterly direction along the southerly line of said Section 7 from the southwest corner of said Section 7, said point being at or near Engineer's Station 1751+29.5 of said center line; a tangent to said center line at said point bears N. 34° 48 $\frac{1}{2}$ ' W; thence on a 4° curve to the right 2.3 feet, more or less, to Engineer's Station 1751+31.8, a point of compound curve; thence on a 3° curve to the right 30 feet to Engineer's Station 1751+61.8, a point of compound curve; thence on a 2° curve to the right 30 feet to Engineer's Station 1751+91.8 a point of compound curve; thence on a 1° curve to the right 30 feet to Engineer's Station 1752+21.8, a point of tangency, thence on a tangent N. 32° 55' W., 449 feet to Engineer's Station 1756+70.8 a point of taper curve; thence on a taper curve to the right increasing 1° to each 30 feet, 210 feet to Engineer's Station 1758+80.8, a point of compound curve; thence on an 8° curve to the right 412.9 feet to Engineer's Station 1762+93.7, a point of taper curve; thence on a taper curve to the right decreasing 1° to each 30 feet, 210 feet to Engineer's Station 1765+03.7, a point of tangency; thence on a tangent N. 16° 55' E., 137.9 feet, more or less, to the point where said center line intersects the northerly line of said S. $\frac{1}{2}$ of Lot 5, at a distance of 475.5 feet measured in an easterly direction along said northerly line from the northwest corner of said S. $\frac{1}{2}$ of Lot 5, said point being at or near

Exhibit G

Deed D

written.

(SEAL)

Joseph N. Rea

Notary Public in and for the County of
Mendocino, State of California.

Recorded at Request of J. N. Rea, May 18-1910 at — min past 9 A. M.

E. E. HOLBROOK

County Recorder.

By D. McKay

Deputy.

~~###to###~~

THIS INDENTURE made the 2nd day of June, 1910,

Between E. N. FISHER, of the County of Mendocino, State of California, the party of
the first part, and

NORTHWESTERN PACIFIC RAILROAD COMPANY, a California corporation, party of the second
part, WITNESSETH:

That the said party of the first part, for and in consideration of ten dollars gold
coin of the United States of America, to him in hand paid, the receipt of which is hereby
acknowledged, and subject to the reservations hereinafter contained, does by these presents
grant, bargain, sell, convey and confirm, unto said second party, its successors and
assigns, the following described parcels of land situated in the County of Mendocino,
State of California, to-wit:

A strip, tract or parcel of land situated in the South half of the Southeast quarter
(S $\frac{1}{2}$ of SE $\frac{1}{4}$) and the Southeast quarter of Southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Three (3),
Township Nineteen North, Range Fourteen West, Mount Diablo Base and Meridian (T. 19 N.,
R. 14 W., M. D. B. & M.), in the County of Mendocino, State of California; said strip
tract or parcel of land being more particularly bounded and described as follows, to-wit:

Bounded on the Southerly side by the South line of aforesaid South half of Southeast
quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section Three (3), bounded on the Easterly side by a line described
as follows;

BEGINNING at the point where said South line of the South half of Southeast quarter
(S $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section Three (3), is intersected by a line parallel to the located center
line of the railroad of the party of the second part, and distant Fifty (50) feet North-
easterly therefrom, measured at right angles thereto; thence in a Northwesterly direction
along said parallel line to a point distant Fifty (50) feet Northeasterly at right angles
from Engineer's Station 472+50 of said located center line; thence at right angles in a
Northeasterly direction, a distance of Thirty (30) feet to a point distant Eighty (80) feet
Northeasterly at right angles from said Engineer's Station 472+50; thence in a Westerly
direction along a line parallel to said located center line and distant Eighty (80) feet
Northerly therefrom measured at right angles there to, to a point distant Eighty (80)
feet Northerly at right angles from Engineer's Station 478+50 of said located center line;
thence at right angles in a Southerly direction a distance of Thirty (30) feet to a point
distant Fifty (50) feet Northerly at right angles from said Engineer's Station 478+50;
thence in a Northwesterly direction along a line parallel to said located center line
and distant Fifty (50) feet Northeasterly therefrom, measured at right angles thereto, to
a point distant fifty (50) feet Northeasterly at right angles from Engineer's Station
486+00 of said located center line; thence at right angles in a Northeasterly direction,
a distance of Fifteen (15) feet, to a point distant Sixty-five (65) feet Northeasterly at

right angles from said Engineer's Station 486+00; thence in a Northwesterly direction along a line parallel to said located center line, distant Sixty-five (65) feet Northeasterly therefrom, measured at right angles thereto, to a point distant Sixty-five (65) feet Northeasterly at right angles from Engineer's Station 490+00 of said located center line; thence at right angles in a Southwesterly direction, a distance of Fifteen (15) feet, to a point Fifty (50) feet Northeasterly at right angles from said Engineer's Station 490+00; thence in a Northwesterly direction along a line parallel to said located center line, distant Fifty (50) feet Northwesterly therefrom, measured at right angles thereto, to the point where said parallel line intersects the North line of the aforesaid South half of the Southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$) of Section Three (3), bounded on the Northerly side by the North line of the South half of the Southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$) and the North line of the Southeast quarter of Southwest quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$) of Section Three (3); bounded on the Westerly side by a line described as follows, to-wit:

Beginning at a point where said North line of Southeast quarter of Southwest quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$) of Section Three (3) is intersected by a line parallel to said located center line and distant Fifty (50) feet Southwesterly therefrom, measured at right angles thereto; thence in a Southeasterly direction along said parallel line to a point distant Fifty (50) feet Southwesterly at right angles from Engineer's Station 490+00 of said located center line; thence at right angles in a Southwesterly direction, a distance of Fifteen (15) feet, to a point distant sixty-five (65) feet Southwesterly at right angles from said Engineer's Station 490+00; thence in a Southeasterly direction along a line parallel to said located center line distant Sixty-five (65) feet Southwesterly therefrom, measured at right angles thereto, to a point distant Sixty-five (65) feet Southwesterly at right angles from Engineer's Station 486+00 of said located center line; thence at right angles in a Northeasterly direction, a distance of Fifteen (15) feet, to a point Fifty (50) feet Southwesterly at right angles from said Engineer's Station 486+00; thence in a Southeasterly direction along a line parallel to said located center line; distant Fifty (50) feet Southwesterly therefrom, measured at right angles thereto to the point where said line intersects the aforesaid South line of the South half of Southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$) of Section Three (3); said located center line being more particularly described as follows, to-wit:

Beginning at a point designated as Engineer's Station 468+18 where said center line intersects the aforesaid South line of the South half of the Southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$) of Section Three (3), at a distance of four hundred and sixty-nine and one-tenth (469.1) feet, measured in a Westerly direction along said South line from the corner common to Sections Two (2), Three (3), Ten (10) and Eleven (11), Township Nineteen North, Range Fourteen West, Mount Diablo Base and Meridian (T. 19 N., R. 14 W., M. D. B. & M.); thence in a Northwesterly direction on an eight (8) degree curve to the left a tangent to which at said Station 468+18 bears North Forty-two degrees twenty-seven minutes West (N. 42 deg 27' W.) a distance of four hundred and ninety-nine and nine-tenths (499.9) feet, to Engineer's Station 473+17.9, a point of taper curve; thence on a tapering curve to the left decreasing one (1) degree to each thirty (30) feet, a distance of two hundred and ten (210) feet, to Engineer's Station 475+27.9, a point of tangency; thence on a tangent bearing South Eighty-nine degrees nine and one-half minutes West (S. 89 deg. 09 $\frac{1}{2}$ ' W.), three hundred and four-tenths (300.4) feet, to Engineer's Station 478+28.3, a point of taper curve; thence on a tapering curve to the right increasing one (1) degree to each thirty (30) feet, two hundred and ten (210) feet, to Engineer's Station 480+38.3, a point of compound curve;

thence on an eight (8) degree curve to the right, five hundred nineteen and six-tenths (519.6) feet, to Engineer's Station 485+57.9, a point of taper curve; thence on a tapering curve to the right, decreasing one (1) degree to each thirty (30) feet, two hundred and ten (210) feet, to Engineer's Station 487+67.9 a point of tangency; thence on a tangent bearing North thirty-two degrees twenty-eight and one-half minutes West, (N. 32 deg. 28½' W.) seven hundred ninety-nine and five-tenths (799.5) feet, to Engineer's Station 495+67.4, a point where said center line intersects the North line of aforesaid South half of Southeast quarter (S½ of SE¼) of Section Three (3), at a distance of thirty-eight and five-tenths (38.5) feet, measured in an Easterly direction along said North line from the Northwest corner of said South half of Southeast quarter (S½ of SE¼) of Section Three (3), containing 7.00 acres, more or less.

THERE IS, HOWEVER, RESERVED to the party of the first part and to his successors in interest in the lands now owned by him adjacent to the land herein conveyed, the following:

1st: A RIGHT OF WAY for water pipes across the land herein conveyed at the point where the water pipes of the party of the first part now crosses the same, or at some other convenient place that the parties hereto may agree upon; for said purpose the party of the second part shall lay and maintain across the land conveyed herein under its road bed a substantial pipe not less than four inches in diameter, through which said first party can carry his water pipes.

2nd: A RIGHT OF WAY for water pipes across the land herein conveyed at some convenient point between the railroad bridge across the Outlet Creek and the north line of the land of the party of the first part, or under said bridge, if preferred by said first party.

3rd: A RIGHT OF WAY for a bridge across the cut on the railroad at a point immediately south of the railroad bridge on Outlet Creek; said bridge to be built and maintained by said second party in a good and substantial manner, suitable for crossing with wagons; said bridge to have railings on each side connected with the exterior fences on either side of the land herein conveyed.

4th: A RIGHT OF WAY for a farm crossing at grade across the land herein conveyed at a suitable point between the railroad bridge across Outlet Creek and the north line of the land of the party of the first part herein, said crossing to have gates in the fences on each side.

5th: A RIGHT OF WAY under the railroad track at a point as nearly opposite the dam or break water of the party of the first part as possible; said right of way to be at least five feet wide, and as high as the character of the ground will permit, with permission to the party of the first part to take rock from the east side of the track for the purpose of maintaining his dam or break water, provided, however, that the same is done in a manner satisfactory to the party of the second part, and so as not to interfere with the maintenance and operation of the railroad.

6th: A RIGHT OF WAY for the party of the first part and his stock to cross the land herein conveyed under the bridge across Outlet Creek.

7th: All of the fencing on the lands herein conveyed by the party of the first part to the party of the second part.

FURTHER; THE PARTY OF THE SECOND PART is to fence the land herein conveyed along the Easterly and Westerly boundaries thereof, and the fence on the Easterly side is to be constructed as soon as the roadbed thereon is completed, and all of the said fencing is

to be constructed within eighteen months from date hereof.

THE PARTY OF THE SECOND PART is to construct a new wagon road on the survey recently made by Gay Redwine, County Surveyor, (for a county road) from a point on the land of the party of the first part opposite his barn southerly through the land of said first party, and to the point where said road survey intersects the County road on what is known as the Disher place, said road to be not less than eight feet in width, and to be completed before the present County Road is destroyed or obstructed.

In the event that the land herein conveyed shall cease to be used for railroad purposes it shall revert to the party of the first part herein, his heirs and assigns.

The covenants and reservations herein contained shall inure to the benefit of the party of the first part, and to his successors in interest in the lands now owned by said first party adjacent to the lands herein conveyed, and shall be binding upon the successors and assigns of the party of the second part herein.

TOGETHER with all and singular the tenements, hereditaments and appurtenances hereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, its successors and assigns, subject, however, to the reservations and conditions herein contained.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of

E. N. Fisher

J. W. Preston

Approved as to Description

by _____ Chief Engineer.

Approved as to form

by _____ General Counsel.

STATE OF CALIFORNIA }
COUNTY OF MENDOCINO } SS

On this 2nd day of June, 1910, before me, J. W. Preston, a Notary Public, in and for said County and State, residing therein, duly commissioned and sworn, personally appeared E. N. Fisher, known to me to be the person whose name is subscribed to and who executed the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Mendocino the day and year in this certificate first above written.

(SEAL)

J. W. Preston

Notary Public in and for the County of
Mendocino, State of California.

Recorded at Request of W. P. Thomas, Jun 6 1910 at 8 min past 9 A. M.

E. E. HOLBROOK

County Recorder.

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PUBLIC VERSION

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

AB 1305X

**NORTH COAST RAILROAD AUTHORITY – ABANDONMENT EXEMPTION – IN
MENDOCINO, TRINITY, AND HUMBOLDT COUNTIES, CA**

MENDOCINO RAILWAY’S OFFER OF FINANCIAL ASSISTANCE

APPENDIX 5

ESCROW DEPOSIT

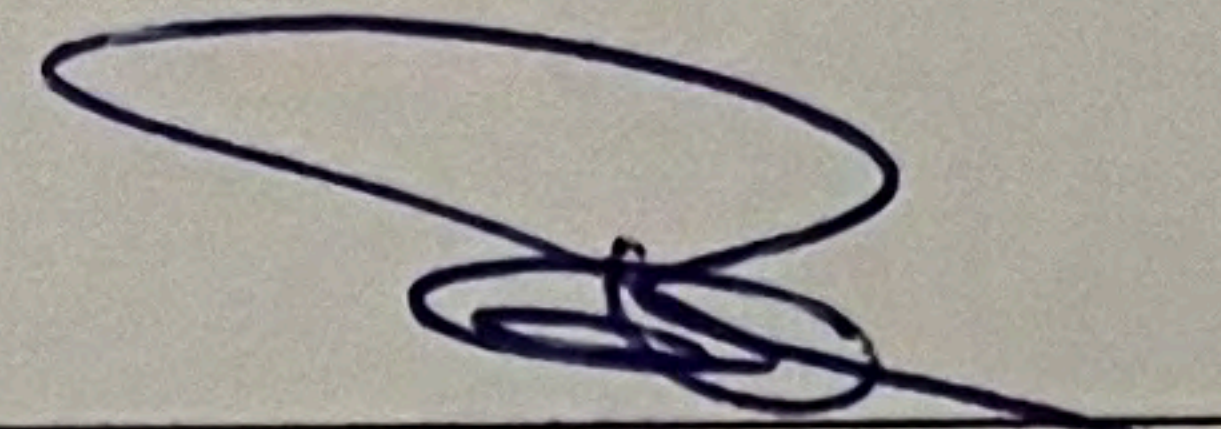
Page Withheld as Highly Confidential Pursuant to Protective Order Granted by the Board. See Great Redwood Trail Agency – Abandonment Exemption – In Mendocino, Trinity, And Humboldt Counties, Cal., AB 1305X (STB served October 13, 2022)

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Verification

I, Robert Jason Pinoli, verify under penalty of perjury that I am President of Mendocino Railway, and that to the best of my knowledge MR's Offer of Financial Assistance is true and correct. Further, I certify that I am qualified and authorized to make such verification in connection with this proceeding before the Surface Transportation Board.

Executed on this ____ day of October 2022



Robert Jason Pinoli President,
Mendocino Railway

Subscribed and sworn to before me
this ____ day of October 2022.

Notary Public
My commission expires:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MENDOCINO

SUBSCRIBED AND SWORN TO (or affirmed) before me on this 15 day of October, 2022

by ROBERT JASON PINOLI, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

R. Burlesci

Notary Public in and for said County and State

