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Public Record

SURFACE TRANSPORTATION BOARD

Adverse Abandonment Proceeding

AB Docket No. 600



YAKIMA INTERURBAN LINES ASSOCIATION - ADVERSE ABANDONMENT
in YAKIMA COUNTY, WASHINGTON

DECLARATION OF ROBERT KERSHAW IN SUPPORT OF
ADVERSE ABANDONMENT APPLICATION

1. I am the president of Kershaw Sunnyside Ranches, Inc. (Kershaw). I make this declaration on knowledge of facts to which I am competent to testify and would testify at trial.

2. Attached hereto as Exhibit A are true and correct copies of the 1905 deed of easement from K.A. Kershaw to the North Yakima & Valley Railway Co. and the 2000 quit claim deed from Burlington Northern to Yakima Interurban Lines Association.

3. Attached hereto as Exhibit B is a true and correct copy of Yakima County Assessor maps showing the location of the rail line.

4. Attached hereto as Exhibit C is a true and correct copy of the Deposition Transcript of Jerry Henderson, dated April 17, 2001.

Declaration of Robert Kershaw in Support
of Adverse Abandonment Application 1
SW/14821ce

Velikanje, Moore & Shore, P.S.
P.O. Box 22550
Yakima, WA 98907

5. Attached hereto as Exhibit D is a true and correct copy of Yakima County's Assessor's valuation of the Kershaw property.

6. Attached hereto as Exhibit E is a true and correct copy of the Washington State Department of Transportation Rail Division Report regarding the line dated April 2000. The report was provided by the Washington State Department of Transportation in the course of discovery.

7. Attached hereto as Exhibit F is a true and correct copy of the rehabilitation cost estimate of the line completed by Wilbur Smith Associates. The report was provided by the Washington State Department of Transportation in the course of discovery.

8. Attached hereto as Exhibit G is a true and correct copy of the Estimated Profit/Loss Report for the Naches Line. The report was provided by the Washington State Department of Transportation in the course of discovery

9. Attached hereto as Exhibit H is a true and correct copy of agreements between the State of Washington and other parties regarding the payment of judgment liens or expenses to repair the Naches line. The agreements were provided by the Washington State Department of Transportation in the course of discovery.

10. Attached hereto as Exhibit I are true and correct copies of photographs of the Naches line taken on August 24, 2000, and on September 3, 2003.

11. The line runs through the middle of Kershaw property. Attached hereto as Exhibit J are true and correct photographs of the Naches line taken on May 9, 2003 and a map indicating the approximate location where the photographs were taken.

12. Since the line has been out of service, vegetation on the line has been a continual problem. The vegetative growth is of particular concern in an orchard area, because such growth, left unchecked, can promote the establishment of noxious weeds and other pests. As a result, Kershaw sprays the line with herbicides five or six times a year. We have never been reimbursed for this maintenance cost. In the areas not sprayed with herbicides on a regular basis, the line is covered with thick woody vegetation.

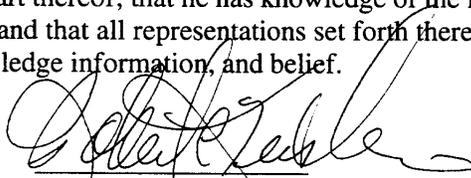
13. As part of our orchard operation, we apply pesticides several times a year. The application of pesticides is governed by numerous state laws and regulations. See WAC 296-307-12015. The timing and location of pesticide application is dependent upon numerous factors including the weather and wind direction and speed. It is therefore difficult to schedule a pesticide application with any amount of precision. If the land

were to be put to public use, it would be extremely difficult and burdensome to restrict public access to the area during the application of pesticides.

14. In addition, the line also passes through the middle of our warehouse operation. There are currently 4 rail crossings over the line which provide access between the orchard area and the warehousing area. These crossings are traversed daily by heavy machinery including forklifts, tractors, trucks and other farming equipment. Given the application of pesticides and the frequent moving of heavy equipment, it would be impossible to ensure the safety of the public and maintain the normal operation of our business.

State of Washington
County of Yakima

Robert Kershaw, makes oath and says that he is the President of Kershaw Sunnyside Ranches, Inc. applicant herein; that he has been authorized by the applicant to verify and file with the Surface Transportation Board the foregoing application in STB-AB 600; that he has carefully examined all the statements in the application as well as the exhibits attached thereto and made a part thereof; that he has knowledge of the facts and matter relied upon in the application and that all representations set forth therein are true and correct to the best of his knowledge information, and belief.



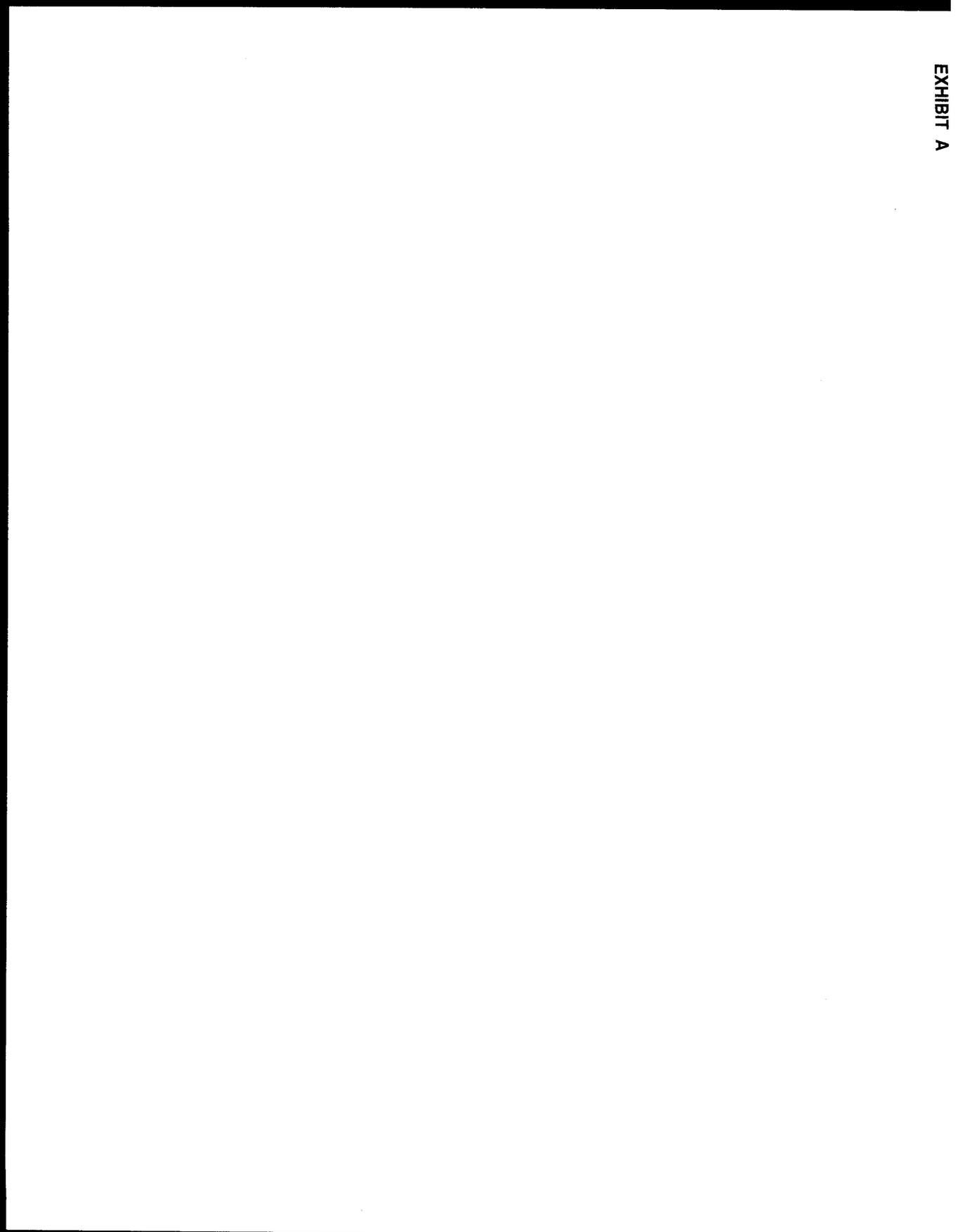
Robert Kershaw

Subscribed and sworn to before me, Cindy Erwin in and for the State and County above named, this 1st date of July, 2003.

Declaration of Robert Kershaw in Support
of Adverse Abandonment Application
SW/14821ce



EXHIBIT A



and defend unto the said L. D. S. Patton, and to his heirs, assigns and legal representatives against the lawful claims of all persons claiming or to claim the same, or any part thereof, except as to taxes for the year 1904, and subsequent years.

WITNESS their hands this 28th day of September, 1905.

Executed in presence of

Thomas B. Heggins

Edward Whitson

Nellie B. Whitson
By Edward Whitson her Attorney in fact.

STATE OF WASHINGTON,)
) SS.
County of Spokane.)

On this 28th day of September, 1905, personally appeared before me, the undersigned, a Notary Public in and for said county and state, Edward Whitson, known to me to be the identical person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned. I further certify that the said Edward Whitson acknowledged to me that he executed the said instrument as the Attorney in Fact of Nellie B. Whitson, his wife, and as her act and deed freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal the day and year in this certificate first above written.

THOMAS B. HEGGINS

Thomas B. Heggins

Notary Public in and for the State of Washington, residing at Spokane, in said State.



RIGHT OF WAY DEED.

E. A. KERSHAW ET UX
to
NORTH YAKIMA & VALLEY RAILWAY CO.

Filed for record Oct. 5, 1905 at 1:05 P.M.
At request of Geo. Vance
W. H. NEWCOMB, County Auditor.

THIS INSTRUMENT, Made this Fourth day of October A. D. 1905, by and between E. A. Kershaw and Ora A. Kershaw, husband and wife, the parties of the first part, and the NORTH YAKIMA & VALLEY RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Washington, and having its principal place of business in the City of North Yakima, County of Yakima, State of Washington, the party of the second part,

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WITNESSETH: That whereas the said parties of the first part are the owners of certain real property situate in said County of Yakima, State of Washington; and the said party of the second part is about to construct a railway over a portion of said premises, the property of said parties of the first part;

AND WHEREAS, said parties of the first part wish to grant said railway company, its successors or assigns, a right of way over a portion of said premises for said railway and also the right to and of constructing said railway and operating the same through and over said premises forever.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That we, the said E. A. Kershaw and Ora A. Kershaw husband and wife, the parties of the first part, for and in consideration of the sum of one thousand & no Dollars, lawful money of the United States, to him in hand paid by the said party of the second part and other good and valuable considerations including the covenants of second party, hereinafter contained receipt whereof is hereby acknowledged, do hereby give, grant, sell, confirm and convey to the said party of the second part, the NORTH YAKIMA & VALLEY RAILWAY COMPANY, a Corporation, its successors or assigns, a strip of land seventy five feet wide, in, along, over and through the hereinafter described land in Yakima County, Washington, the property of said party of the first part, to be used by said party of the second part as a right of way for a railway forever, together with the perpetual right to construct, maintain and operate a railway or railways over and across the same. Said strip of land being a certain strip of land seventy five feet wide across the E.2 of S.W. 4 and the S.W.4 of S.E.4 of Sec. 24 Twp. 14 N. R. 17 E. W. M. also the N.W.4 of the E.W. 4 of Sec. 25 Twp. 14 N. R. 17 E. W.M. being a strip of land seventy five (75) feet in width 57 1/2 feet on each side of the center line of the railroad of said company as the same now is located and staked out across said premises, together with any and all additional widths that may be necessary to catch the slopes of the cuts and fills of the roadbed of said railroad; also across the southwest quarter of the northwest quarter of said section twenty four (24), subject, however, to a right-of-way eighty feet in width heretofore granted by first parties hereto to the North Coast Railway, a corporation, under contract bearing date October 2, 1905, and filed for record in the office of the Auditor of Yakima County, Washington, on October 3, 1905, at 8:25 o'clock A. M. said right-of-way to be hereafter surveyed and located over and across said tract as provided in said contract, and subject to all the rights of said North Coast Railway, a Corporation, under said contract; provided, second party hereto shall not be entitled to the possession of any portion of said above described right-of-way over any portion of said last described tract, until said right-of-way to the North Coast Railway shall have been surveyed and determined as provided in the contract therefore above referred to and then only to the portion of its above described right of way falling outside of the limits of the right of way of said North Coast Railway as the same shall hereafter be determined and fixed.

TO HAVE AND TO HOLD the said right of way, strip of land, easements, privileges and appurtenances to it, the said North Yakima & Valley Railway Company, its

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successors or assigns, forever, provided, it is understood and agreed that second party its successors or assigns, shall at its or their own proper cost and expense, provide and maintain over and across said railroad and right of way four suitable and convenient crossings of sufficient width to permit the use thereof of wagons, hay racks and other ordinary farm machinery, in passing to and from the portions of said premises separated by said railroad and right-of-way with proper approaches and one of which shall be an open crossing, provided with proper cattle guards, and the others may be provided with abutments and suitable gates, which shall be provided and maintained by second party, its successors or assigns. The points at which said crossings shall be provided and maintained to be designated by first parties at time of construction of said railroad; also, it is understood and agreed, that second party, its successors or assigns shall erect and maintain a good and lawful fence on each side of its right of way over and across said described premises; also that second party shall, at its own cost and expense provide suitable means and ways for conducting over and across its said right of way and under its said railroad, any and all water necessary for the proper irrigation of said premises, and of all irrigation ditches now crossing said right of way, at the same relative location as at present and as the same can be used at at present, provided, second party shall also construct and maintain a spur from the main line of railroad, to be located at a point to be designated at time of construction, said railroad for the use of first parties, their heirs or assigns, in loading produce upon cars upon said premises, the necessary land for said spur to be donated and graded by first parties.

It is understood and agreed that the aforesaid covenants and agreements on the part of second party shall run with said granted right of way and be binding upon said company, and its successors and assigns, so long as a railway may be maintained by it or them, over and across said premises.

Executed the Fourth day of October, 1905.

Witness:

Geo. S. Vance.

Edward A. Kershaw

Ora A. Kershaw

STATE OF WASHINGTON,)
) SS.
 County of Yakima.)

On this Fourth day of October, 1905, before me, the undersigned, a notary public in and for said County of Yakima, duly commissioned and sworn, personally appeared Edward A. Kershaw and Ora A. Kershaw, husband and wife, known to me to be the same persons described in and who executed the within instrument and have acknowledged to me that they executed the same, freely and voluntarily and for the uses and purposes therein mentioned; and as their free and voluntary act and deed for said purposes.

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



Geo. S. Vance,

Notary Public for the State of Washington, residing at North Yakima, Washington.

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Return Address

Yakima Interurban Lines ASSO.
PO Box 649
Yakima, Wa. 98907

NOT SUBJECT TO
REAL ESTATE EXCISE TAX

[Signature]
DEPUTY TREASURER

Please print neatly or type information

Document 1 Title: Quit Claim Deed

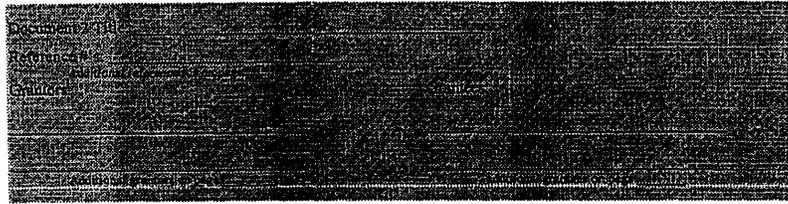
Reference #'s: _____
Additional reference #'s on page _____

Grantors: BNF Acquisition, Inc.

Grantees: Yak Interurban Lines

Additional grantors on page _____

Association
Additional grantees on page _____



Legal Description (abbreviated form: i.e. lot, blk, plat or S,T,R quarter/quarter)

NE 1/4, NE 1/4, S15-T13-R10
Additional legal is on page 6

Assessor's Property Tax Parcel/Account Number

NONE

Emergency nonstandard document recording: I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature: _____

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



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Page: 1 of 6
03/21/2000 02:47P
Yakima Co. WA

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QUITCLAIM DEED

BNSF ACQUISITION, INC., a Delaware corporation, hereby donates, conveys and quitclaims to Grantee, YAKIMA INTERURBAN LINES ASSOCIATION, a Washington corporation, without any covenants of warranty whatsoever and without recourse to Grantor, its successors or assignees, all of Grantor's rights, title and interest, if any, in real estate and improvements constituting Grantor's rail corridor between Milepost 2.97, near Fruitvale, Washington, and the western end of this rail line corridor at or near Milepost 14.26, in or near Naches, Washington, which real estate and improvements are situated in Yakima County, Washington, the boundaries of which are more particularly described in Attachment 1, attached hereto (hereinafter "Premises").

SUBJECT, however, to all existing interests in the Premises, including but not limited to all reservations, easements and other encumbrances, of record or otherwise.

EXCEPTING AND RESERVING unto Grantor, its successors and assignees (collectively, hereinafter "Grantor"), all of the coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature, underlying the surface of the Premises, together with access easements across any portion of the Premises to explore, or drill for, and to protect, conserve, mine, take, remove and market, any and all such products in any manner which will not damage structures on the surface of the Premises or materially interfere with, or disrupt, Grantee's use of the Premises for railroad transportation purposes.

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Page: 2 of 8
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Yakima Co. WA

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ALSO RESERVING unto Grantor, an exclusive permanent right to use, develop and market any and all water rights; an exclusive right to develop and take water by any means, and to all appropriations, priorities, permits and certificates which are appurtenant to, associated with, used upon, flowing over, under, or lying on, in or under the Premises; and a nonexclusive, permanent easement to construct, install, operate, replace, rework, reconstruct, rehabilitate and maintain any and all water diversion, production and transportation structures that are not drainage related and/or equipment, improvements and piping, and to construct, install, operate and maintain water pumps and hydroelectric generation equipment necessary, convenient or related to the production, transportation or delivery of water from, on, under or across the Premises, together with the right of access to exercise these rights, provided that all activities in the exercise of these rights shall be performed in a manner which will not damage structures on the surface of the Premises or materially interfere with, or disrupt, Grantee's use of the Premises for railroad transportation purposes.

ALSO RESERVING unto Grantor, an exclusive, permanent easement for construction, reconstruction, maintenance, use and/or operation of one or more longitudinal pipelines for transporting hydrocarbon substances and telecommunication or fiber optic communication lines, together with related facilities and appurtenances in, under, across, along and through all or any portion of the Premises, including the right for Grantor to enter, disturb the surface, and occupy the Premises for purposes of constructing, reconstructing, maintaining, using and/or operating one or more such pipelines or telecommunication or fiber optics communication lines, facilities and appurtenances in, under, across, along and through all or any portion of the Premises; provided however, that Grantor shall enter and occupy the Premises in a manner which does not materially interfere with, or disrupt, Grantee's use of the Premises for railroad transportation purposes.

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Page: 3 of 6
83/21/2008 02:47P
Yakima Co, WA

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IN WITNESS WHEREOF, Grantor has caused this instrument to be signed by its authorized representative, and its corporate seal to be affixed hereto, on the 18th day of February, 1999.

BNSF ACQUISITION, INC.

By: Douglas J. Babb
Douglas J. Babb, President

ATTEST:

By: Margaret K. Acklin
Assistant Secretary



lwecontwpdwwtqgrmmsalyakima.s.l

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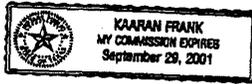
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Page: 4 of 6
03/21/2000 02:47P
Yakima Co, WA

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STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this 17th day of February, 1999, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared Douglas J. Babb, President, and an Assistant Secretary, respectively, of BNSF Acquisition, Inc., the corporation that executed the foregoing instrument, and acknowledged the execution thereof to be the free and voluntary act and deed of such officer and the voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the foregoing instrument and that the seal affixed in the corporate seal of said corporation.

Witness my hand and official seal affixed the day and year first above written.



Kaaran Frank

Notary Public
My commission expires: 9-29-01

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Page: 5 of 6
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ATTACHMENT 1

FRUITVALE, WASHINGTON TO NACHES, WASHINGTON
MILE POST 2.97 TO MILE POST 14.26

THE REAL ESTATE AND IMPROVEMENTS THAT CONSTITUTE THAT CERTAIN LINE OF RAILROAD CONNECTING FRUITVALE, WASHINGTON AND NACHES, WASHINGTON, DESIGNATED IN THE RECORDS OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY AS THE YAKIMA VALLEY SUBDIVISION LYING IN YAKIMA COUNTY, WASHINGTON BEING ALL OF SAID LINE GENERALLY DESCRIBED AS FOLLOWS:

BEGINNING NEAR THE RAILWAY STATION OF FRUITVALE, WASHINGTON AT THE INTERSECTION OF THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY'S YAKIMA VALLEY SUBDIVISION CENTERLINE OF THE MAIN TRACK AND THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 13 NORTH, RANGE 18 EAST, SHOWN IN THE RECORDS OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S RECORDS AS ENGINEERING STATION 155+57, MILE POST 2.97, GENERALLY DESCRIBED AS FOLLOWS:

THENCE IN A GENERALLY IN A NORTHWESTERLY DIRECTION THROUGH THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 10, THE NORTH HALF OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 9, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, THE EAST HALF AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, ALL IN TOWNSHIP 13 WEST, RANGE 18 EAST TO THE NORTH LINE OF SAID SECTION 5;

THENCE CONTINUING IN A NORTHWESTERLY DIRECTION THROUGH THE SOUTHWEST QUARTER OF SECTION 32, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 31, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, ALL IN TOWNSHIP 14 NORTH, RANGE 18 EAST TO THE WEST LINE OF SAID SECTION 30;

THENCE CONTINUING IN A NORTHWESTERLY DIRECTION THROUGH THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST HALF OF SECTION 24, THE SOUTHWEST QUARTER OF SECTION 13, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 14, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF SECTION 3, THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 4, ALL IN TOWNSHIP 14 NORTH, RANGE 17 EAST TO MILE POST 14.26, ENGINEERING STATION 16+08 AS SHOWN IN THE RECORDS OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S RECORD AND THE TERMINUS OF LINE SALE DESCRIPTION.



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Page: 6 of 6
83/21/2000 02:47
Yakima Co, WA

YAKIMA INTERURBAN LINES R 0 913.00

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Return Address

Yakima Interurban Lines ASSO.
PO Box 644
Yakima WA. 98907

NOT SUBJECT TO
REAL ESTATE EXCISE TAX
DEPUTY TREASURER

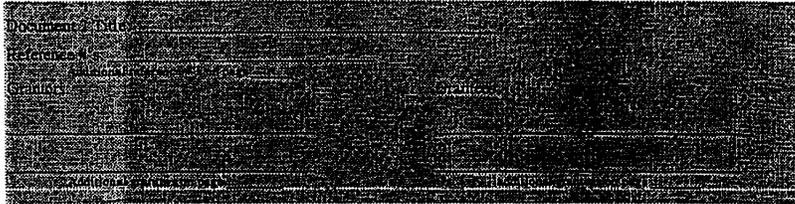
Please print neatly or type information

Document 1 Title: Quit Claim Deed

Reference #'s: _____
Additional reference #'s on page _____

Grantors:
Burlington Northern &
Santa Fe Railroad Company
Additional grantors on page _____

Grantees:
Yak Interurban Lines
Association
Additional grantees on page _____



Legal Description (abbreviated form: i.e. lot, blk, plat or S,T,R quarter/quarter)

NE1/4 NE1/4 S15-T13-R10
Additional legal is on page 6

Assessor's Property Tax Parcel/Account Number
none

Emergency nonstandard document recording: I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature: _____

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



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Page 1 of 6
83/21/2000 02:47P
Yakima Co, WA

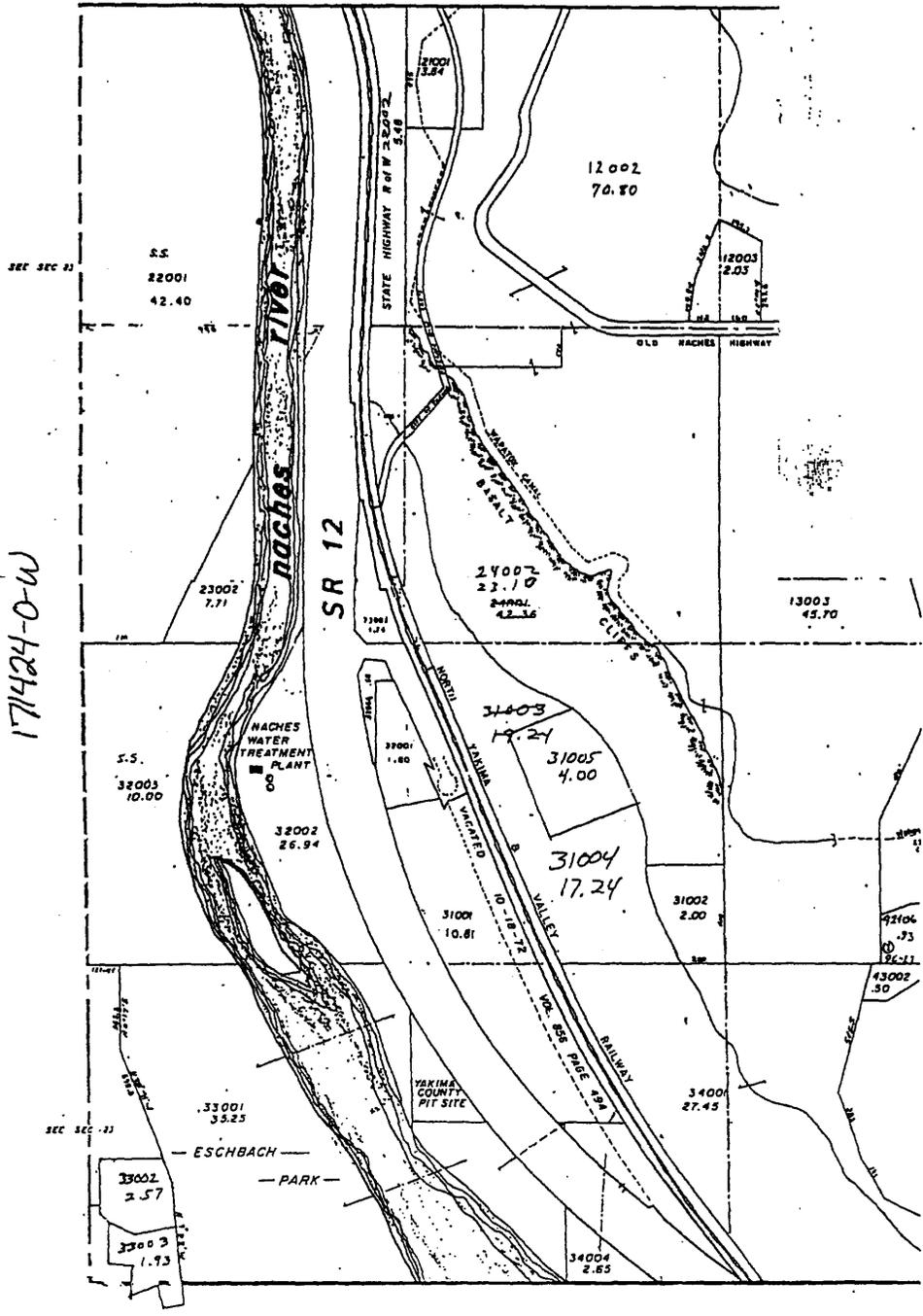
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EXHIBIT B

YAKIMA COUNTY ASSESSOR
Section 24 Township 14 North

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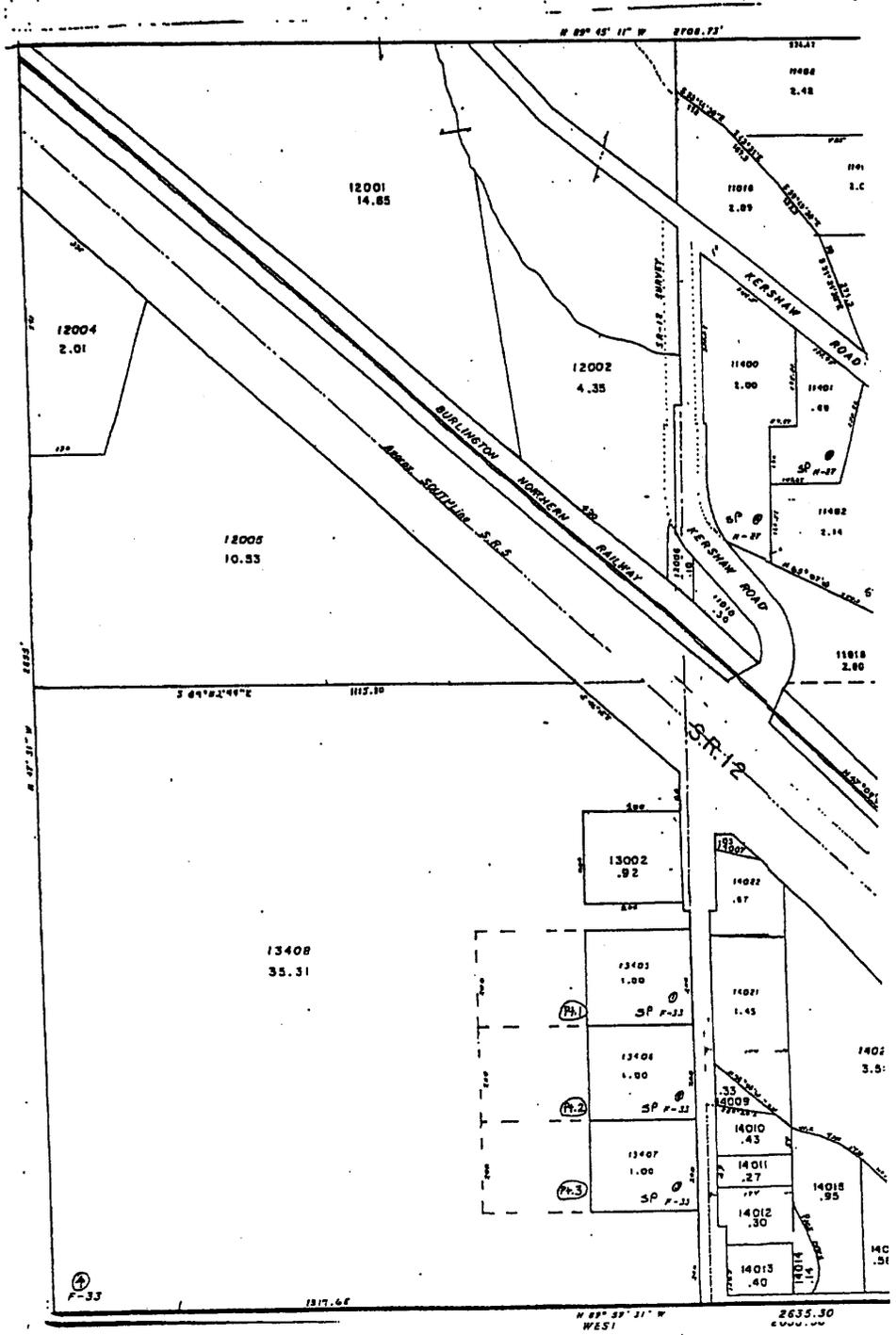
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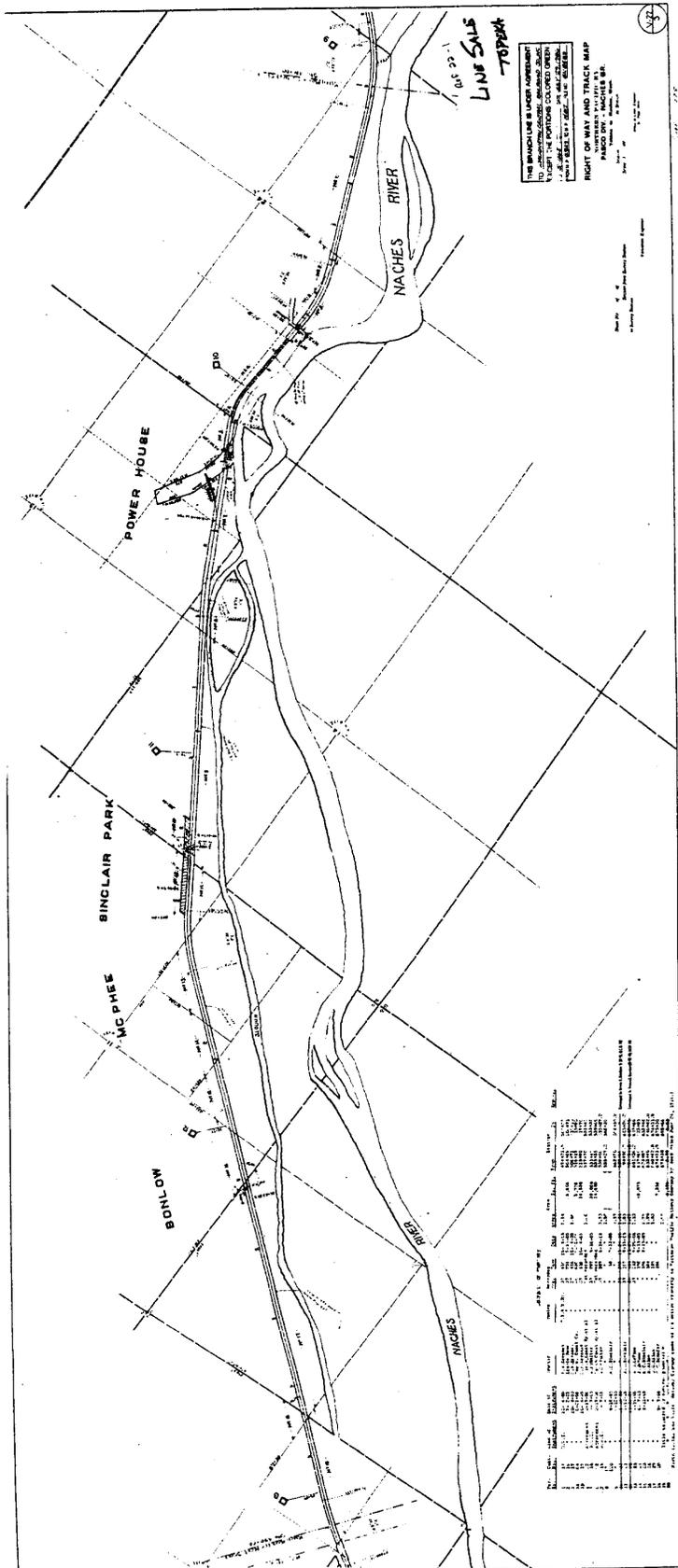
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YAKIMA COUNTY ASSESSOR'S
NE 1/4 Section 25 - Township 14 North, Rar

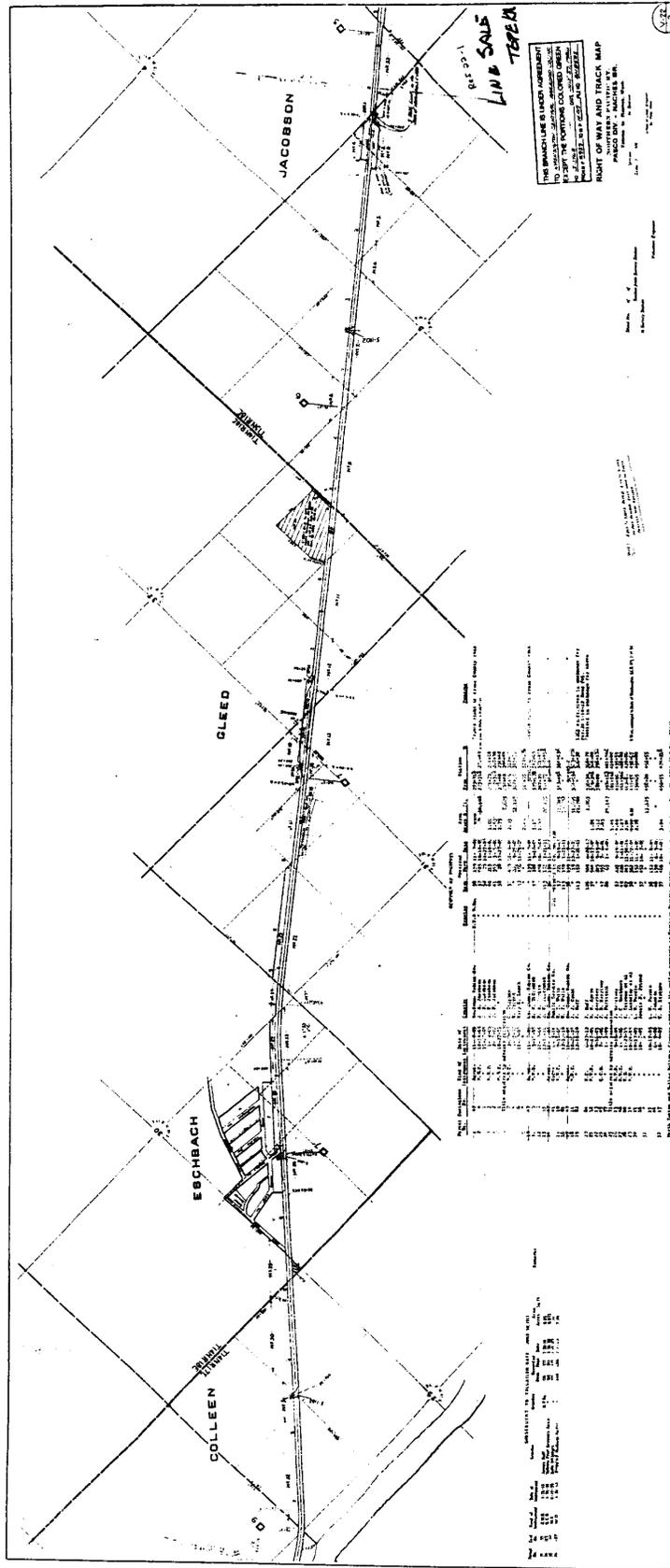
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EXHIBIT C

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF YAKIMA

KERSHAW SUNNYSIDE RANCHES)
INC., a Washington Corporation,)
Plaintiff,) NO. 00-2-01550-9
vs.)
YAKIMA INTERURBAN LINES)
ASSOCIATION, a Washington)
Nonprofit Corporation, LEVEL 3)
COMMUNICATIONS, LLC, a Delaware)
Limited Liability Company, BNSF)
ACQUISITION, INC., a Delaware)
Corporation, THE BURLINGTON)
NORTHERN AND SANTA FE RAILWAY)
COMPANY, a Delaware Company, and)
STATE OF WASHINGTON,)
Defendants.)

DEPOSITION UPON ORAL EXAMINATION OF JERRY HENDERSON

April 17, 2001
2:08 p.m.
405 East Lincoln Avenue
Yakima, Washington

TAKEN AT THE INSTANCE OF THE PLAINTIFF

REPORTED BY:
PHYLLIS CRAVER LYKKEN, RPR, CCR

COPY
JUL 25 2001
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APPEARANCES:

FOR THE PLAINTIFF:

MR. KEVAN T. MONTOYA
Velikanje, Moore & Shore
Attorneys at Law
405 East Lincoln Avenue
Yakima, WA 98901

FOR THE DEFENDANT LEVEL 3 COMMUNICATIONS:

MS. HEIDI EVATT (Via telephone)
Fraser Stryker Meuseu Olson Boyer & Bloch
Attorneys at Law
500 Energy Plaza
409 South 17th Street
Omaha, NE 68102

FOR THE DEFENDANT BNSF:

MR. DAVID M. REEVE (Via telephone)
Kroschel Gibson Kinerk Reeve
Attorneys at Law
110 110th Avenue N.E., Suite 607
Bellevue, WA 98004

FOR THE DEFENDANT YAKIMA INTERURBAN LINES ASSOCIATION:

MR. PAUL D. EDMONDSON
Attorney at Law
313 North D Street
Yakima, WA 98901

ALSO PRESENT:

MR. PHIL HOGE
MR. AL SCHWEPPE, YAKIMA COUNTY

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I N D E X

KERSHAW SUNNYSIDE RANCHES vs.
YAKIMA INTERURBAN LINES, et al.
NO. 00-2-01550-9
April 17, 2001

T E S T I M O N Y

JERRY HENDERSON	<u>PAGE NO.</u>
Examination by Mr. Montoya	4 - 51

E X H I B I T S

Exhibit No. 1, Notice of Taking Deposition Pursuant to CR 30(b)(6)	10
Exhibit No. 2, Verified Notice of Exemption	32

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BE IT REMEMBERED that on Tuesday, April 17, 2001,
at 2:08 p.m., at 405 East Lincoln Avenue, Yakima,
Washington, the deposition of JERRY HENDERSON was taken
before Phyllis Craver Lykken, Registered Professional
Reporter and Notary Public. The following proceedings
took place:

JERRY HENDERSON, being first duly sworn to tell
the truth, the whole truth and
nothing but the truth, testified
as follows:

EXAMINATION

BY MR. MONTOYA:

- Q. State your name, please.
- A. Jerry Henderson.
- Q. Mr. Henderson, what do you do for a living?
- A. I am retired.
- Q. Do you have some position with the Yakima Interurban
Lines?
- A. I am currently the operations manager for the Yakima
Interurban Lines Association.
- Q. What does the operations manager do?
- A. I have been assigned by the members under the By-Laws to
effect an orderly liquidation of the association due to

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1 its financial problems.

2 Q. Does that mean that you're going to sell off all of the

3 assets of Yakima Interurban Lines?

4 A. I will dispose of the assets of the Yakima Interurban

5 Lines if there are any assets left.

6 Q. How long have you been involved with the Yakima

7 Interurban Lines?

8 A. Since the inception in 1985.

9 Q. Prior to that was there a rail provider in the Yakima

10 area that ran the trolley lines that you were involved

11 with?

12 A. Yes. The City of Yakima operated two streetcars on the

13 Yakima Valley Transportation Company lines under an

14 agreement with Yakima Valley Transportation Company,

15 which was a wholly owned subsidiary of the Union Pacific

16 Railroad, and that started in November of 1974.

17 Q. Prior to '74, was there a company that ran the municipal

18 rail service in the city of Yakima?

19 A. Yes, the Yakima Valley Transportation Company has

20 operated street rail and, for both passenger and

21 freight, and had operated that since 1970.

22 Q. Is 1985 the date when the Yakima Valley Transportation

23 Company became a subsidiary of Union Pacific?

24 A. I am not sure which date that was, that's considerably

25 earlier than 1985.

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1 Q. Were you involved with the Yakima Valley Transportation
2 Company?
3 A. Only in that they trained me to operate streetcars,
4 maintain streetcars, and to operate the electric
5 equipment that was donated to the City of Yakima by the
6 Union Pacific Railroad.
7 Q. Did you actually drive the streetcars?
8 A. Yes, sir.
9 Q. When did you start doing that?
10 A. I started operating the streetcars in 1975.
11 Q. Did you have an occupation in which you were engaged
12 full time?
13 A. Yes, sir, at that time I was a paramedic.
14 Q. When did you retire from being a paramedic?
15 A. I left the paramedic service in about 1977, went into
16 private business for several years, and then became a
17 private investigator and contract investigator for the
18 federal government.
19 Q. Are you still doing that?
20 A. No, sir, I had several heart attacks about five years
21 ago and was placed on disability.
22 Q. Do you remember the time period in which you acted as a
23 private and contract investigator for the federal
24 government?
25 A. Yes, sir.

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1 Q. When was that?

2 A. I started doing that kind of work in 1981 and continued
3 up until I had my heart attacks and had to quit.

4 Q. Do you remember what year that was?

5 A. Give me a second and I'll give you the exact date they
6 put me on disability, I've got it in my pocket.

7 Q. If you can just remember the year, that's good enough.

8 A. August 1, 1997, is when I was placed on disability.

9 Q. Is your job as operations manager and officer a level
10 position with Yakima Interurban Lines?

11 A. Yes, sir.

12 Q. Was there board action that authorized you to liquidate
13 the assets of the Yakima Interurban Lines?

14 A. The By-Laws of the Yakima Interurban Lines Association
15 specifically provide that the membership of the
16 association has the right to operate the association.
17 The president had abandoned his position, several
18 members of the board had abandoned. A meeting was held
19 in which the general membership had been called, a
20 notice had been sent, as prescribed by the By-Laws; at
21 this meeting the resignation of the officers was
22 accepted and the membership voted me into the operations
23 manager and gave me specific instructions in regards to
24 the dissolution of the association in an ordinarily
25 fashion.

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1 Q. Do you remember when that meeting was?

2 A. September 23, 1999.

3 Q. What prompted that meeting?

4 A. There had been some state audits that showed that the
5 association and its chief officer had mishandled funds
6 that had been received from the State of Washington and
7 that of a \$516,000 loan the audit showed that \$384,000
8 had been mishandled or misappropriated or otherwise had
9 not been spent according to the directions of the loan
10 agreement between the State of Washington and the Yakima
11 Interurban Lines.

12 MR. EDMONDSON: Could I pose a question regarding
13 the question? Was that board meeting in '99 or 2000,
14 Jerry, September 23rd?

15 THE WITNESS: 2000. I'm sorry.

16 Q. I do that, Jerry. The years just fly by.

17 A. You're right.

18 Q. Was the chief officer who mishandled the funds George
19 Inness?

20 A. Yes, sir.

21 Q. Were there any other officers who were involved with the
22 operation of Yakima Interurban Lines about which you had
23 a concern mishandling funds?

24 A. There was some question in regards to the treasurer,
25 Bill Snellen, having not done his job properly, because

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1 he was not controlling the funds. The secretary, Kathy
2 Redensek, was involved in signing some of the documents
3 that were involved. We're not sure yet, because the
4 investigations are not complete, in regards to other
5 board members.

6 Q. Have you been the operations manager since 1985?

7 A. I originally was the original secretary of the Yakima
8 Interurban Lines Association on its formation and filing
9 with the State of Washington, in 1986 I became president
10 and initiated the first operation agreement with the
11 city to operate their streetcar system, and remained
12 president until 1994 -- 1995, I believe.

13 Q. When did you become operations manager?

14 A. September 23, 2000.

15 Q. From '95 to 2000 did you have a position of officer or
16 any operations position with the Yakima Interurban
17 Lines?

18 A. I was a motorman and a training officer for those years
19 in 1995. I was no longer an officer, other officers had
20 been elected, but I did continue as a motorman and
21 training officer and as a volunteer with the association
22 and I am a life member of the association.

23 Q. Do you have to pay to be a member of the association?

24 A. There are dues, yes, various levels as to which you wish
25 to contribute. A student was \$15, senior citizen 25,

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1 and then the dues went up to about \$250 as to how you
2 wished to support the association.

3 Q. Do you know how many members you guys have?

4 A. Right now there is approximately 21 members on the
5 membership list.

6 MR. MONTOYA: May I get that marked as Exhibit 1?

7 (PLAINTIFF'S EXHIBIT NO. 1 WAS
8 MARKED FOR IDENTIFICATION.)

9 MR. MONTOYA: I'm having marked as Exhibit 1 a copy
10 of the Notice of Taking Deposition Pursuant to 30(b)(6)
11 directed to the Yakima Interurban Lines.

12 Q. Do you see the deposition Exhibit 1 in front of you?

13 A. Yes, sir.

14 Q. Could you take a look at it for a second on page 2.

15 Have you seen this notice prior to today?

16 A. I'm not sure I have seen this notice. I knew there was
17 a deposition being taken.

18 Q. You're not sure if you have seen this before today?

19 A. I'm not sure if I have seen page 2. I have been, in the
20 last three weeks I had a death in the family, my great
21 grandson, and I have some of the paperwork has just sort
22 of slid by me. I have looked at it and kept track of
23 it, but I have not been really paying attention to some
24 of it.

25 Q. Have you done anything to prepare for this deposition

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1 today?

2 A. Other than being here, no. I figured that most of the
3 questions that were going to be asked are within the
4 range of either my knowledge or I don't know, one or the
5 other.

6 Q. Fair enough. Does the Yakima Interurban Lines have any
7 right to the rail line at issue in this case out by the
8 Kershaw property?

9 A. Yes, sir.

10 Q. What do you understand to be their interest?

11 A. The Yakima Interurban Lines has a Quitclaim Deed from
12 the Burlington Northern Santa Fe Railroad for the line
13 that is from Milepost 11.2 to the end of the line in
14 Naches, from the Burlington Northern Santa Fe, with the
15 intent that they were going to operate that as a freight
16 and possible passenger rail service.

17 MR. MONTOYA: Excuse me for one second, David, I'm
18 going to leave the room. I left this document he just
19 referred to in another file.

20 Q. (By Mr. Montoya) Attached as an exhibit to Burlington
21 Northern's Answers to Interrogatories and Responses to
22 Requests for Production is a Quitclaim Deed copy from
23 BNSF Acquisition, Inc., to Yakima Interurban Lines, and
24 the signature date on that is February 18, 1999. Is
25 that the document that you're referring to?

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1 A. Yes, sir.

2 Q. Are there any other documents of which you are aware
3 that give the Yakima Interurban Lines any right to the
4 rail right-of-way or the subsurface area covered by the
5 rail right-of-way?

6 A. No other documents that I'm aware of or have seen that
7 gives any other rights to the, surface rights than that
8 document there. I am aware of no document that gives
9 any subsurface rights.

10 Q. Were you involved at all in negotiating this Quitclaim
11 Deed?

12 A. No, sir.

13 Q. Do you know who was?

14 A. George Inness.

15 Q. Do you know if anyone assisted Mr. Inness?

16 A. I do not.

17 Q. Is Mr. Inness around Yakima now?

18 A. No, sir, the last we've heard he's living at his
19 residence in Portland.

20 Q. Has he been responsive to any requests you may have made
21 for information?

22 A. No, sir.

23 Q. Do you have an address for him in the Portland area?

24 A. In our files I'm sure we still do, yes.

25 MR. EDMONDSON: I have it.

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1 A. Mr. Edmondson has it, I know.
2 MR. MONTOYA: If you don't mind --
3 MR. EDMONDSON: Would you like it?
4 MR. MONTOYA: If you don't mind, yes.
5 MR. EDMONDSON: I have it, yes.
6 Q. (By Mr. Montoya) Did the Yakima Interurban Lines
7 transport passengers on the rail line at issue in this
8 case at any point from 1990 to the present?
9 A. No, sir.
10 Q. Did they transport any cargo or freight?
11 A. Not to my knowledge, other than equipment necessary to
12 rehab the line, and that was done with high rail type
13 equipment.
14 Q. What's high rail type equipment?
15 A. Those are trucks that are equipped with rail wheels that
16 can operate on the rails and can tow small trailers,
17 also so equipped so that you can work on railroad lines.
18 The line was not sufficiently fit to operate freight
19 service in a couple of areas at the time and it had to
20 be rehabilitated.
21 Q. Are there actually two Quitclaim Deeds between Yakima
22 Interurban Lines and Burlington Northern?
23 A. I'm not aware of two deeds.
24 Q. Okay. Prior to the entry of the Quitclaim Deed from
25 Burlington Northern to Yakima Interurban Lines in 1999,

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1 did Yakima Interurban Lines operate on the line at
2 issue?
3 A. No, sir.
4 Q. Didn't haul any cargo or people?
5 A. No, sir.
6 Q. Is Yakima Interurban Lines currently engaged in any
7 negotiations with Yakima County regarding the transfer
8 or purchase of the right-of-way owned by Yakima
9 Interurban Lines?
10 A. Yes, sir.
11 Q. What's going on in your negotiations?
12 A. We're negotiating the transfer of the Naches branch line
13 to the county for them to operate both for freight and
14 passenger and even possibly using part of the right-of-
15 way for hiking and biking trails, and we're in the
16 negotiation point at this point.
17 Q. For freight and passengers?
18 A. Yes, sir.
19 Q. Is part of the negotiations involving the Kershaws'
20 property, or the rail line through the Kershaws'
21 property?
22 A. Yes, sir.
23 Q. Have you negotiated with either Yakima County or the
24 City of Yakima about the sale of assets from Yakima
25 Interurban Lines?

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1 A. We are talking with the county in regards to the Naches
2 branch line. The rest of the assets of the Yakima
3 Interurban Lines are held by Yakima National Bank under
4 a court order for failure of the Yakima Interurban Lines
5 to pay a bank loan that was made and their assets were
6 pledged to.

7 Q. Did Yakima Interurban Lines own any locomotives during
8 the time that Mr. Inness was involved that would be
9 sufficient to haul freight or cargo?

10 A. Let me clarify your question. Yakima Interurban Lines
11 had in their possession a poor-working locomotive, a
12 Baldwin, and non-working locomotive, a Baldwin, that
13 they had obtained from the federal government, which was
14 for the purpose of hauling freight on the Naches branch
15 line.

16 Those pieces of equipment, as well as some other
17 equipment obtained from the federal government, were
18 obtained under the 501(c)(3) laws of surplus government
19 equipment and were illegally obtained by Mr. Inness for
20 a purpose not allowed for donated equipment and have
21 been, the titles of all of that equipment has been taken
22 back by the government surplus program. They were to be
23 used on the Yakima Interurban Lines streetcar line,
24 which is a nonprofit operation, and were not legal to be
25 used on the Naches branch line, which was a for-profit

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rail operation, as applied.

Those engines are still sitting on the property owned by the Comprehensive Mental Health which had been the property that was leased by the Yakima Interurban Lines, but the title is in the hands of the federal government through some problems of moving them because of legal rail requirements about moving the equipment.

Q. Should I call them engines or locomotives?

A. Locomotives is fine.

Q. When did Yakima Interurban Lines begin negotiations with Yakima County about possible sale or transfer of the rail rights at issue?

A. I believe we actually, the first conversation I had with anybody was probably in February of 2001.

Q. Did you approach them or did they approach you?

A. One of our members talked to one of the county commissioners, Mr. Jim Lewis, indicated to the member, Mr. Richie Rollins (phonetic), indicated to me Mr. Lewis was interested in talking to me.

We then met at the county courthouse out in the courtyard area on the west side of the courthouse and talked for a little bit about the possibilities of this happening. At that time we thought there was a purchaser for the line that was going to purchase it, that turned out not to be a viable fact, and I went back

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1 to Mr. Lewis and I said that the proposed purchaser is
2 in fact not viable and we then continued discussions,
3 and that's where we're at now, is still in the
4 discussion stage.

5 Q. Who was the proposed purchaser?

6 A. Mr. Del Mears had indicated that he wished to purchase
7 the Naches branch line.

8 Q. And why wasn't Mr. Mears bona fide?

9 A. Mr. Mears had proposed that he wanted to buy the line
10 for \$1.5 million, he was unable to show that he had the
11 money to do that, he was unwilling, he wanted the title
12 transferred to him prior to the time that he would
13 escrow the funds. I was unwilling to do that.

14 Q. Why not? I'm just kidding.

15 A. We later found out that Mr. Mears was also involved with
16 Mr. Inness and we believed that it was another of Mr.
17 Inness's ploys to try to get the railroad back. So that
18 became an unviable operation and we went back to the
19 county to talk to them.

20 Q. Has anyone aside from the county contacted you about
21 purchasing the rail rights that you own in this case?

22 A. No, sir.

23 Q. Do you have any idea what the proposed freight revenues
24 would be if the Naches line were operational?

25 A. The calculations that were used originally showed that

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1 the line would haul approximately 600 carloads per year,
2 primarily in chips, that's wood chips, that the revenue
3 on that, the tariff would be \$488 per car load, that's
4 to take them to Wallula junction, that of that \$488, the
5 originating railroad gets 25 percent, which is
6 approximately \$124 per carload would be their portion of
7 the revenue of that, and that would be the tariff that
8 would, would handle that.

9 The idea was that there were some other shippers,
10 fruit shippers for various commodities the tariffs are
11 different, and there was also some discussion about a
12 possible manufacturing plant booming on one of the spur
13 lines out there that would also increase the revenues.
14 Out of that, of course, would have had to have been paid
15 back the \$516,000 loan to the state.

16 Q. Have you seen any projections or talked to anyone about
17 projected revenue from hauling fruit or anything aside
18 from wood chips?

19 A. I have not gone into that because it was not the
20 intentions of Yakima Interurban Lines membership when we
21 discussed it at our meeting, nor is it within the
22 By-Laws to operate a for-profit operation, and most of
23 us were not interested in trying to do that.

24 So the idea was that we would somehow dispose of
25 that line. Originally we tried to give it back to the

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1 state, they didn't want it, but we wanted to dispose of
2 the line and go back into just operating the streetcar
3 railroad, which we were good at.

4 Q. What do you mean you tried to give it to the state but
5 they didn't want it?

6 A. Just that, we were willing to quitclaim it to the state
7 to get rid of the \$516,000 lien, the state said no.

8 Q. Do you recall who you dealt with at the state on that
9 particular offer?

10 A. Ann Salay, the attorney, deputy attorney general for the
11 Department of Transportation for the State of
12 Washington.

13 Q. At one point you offered to quitclaim the surface rail
14 right-of-way to the State of Washington in exchange for
15 a forgiveness of the \$516,000 of debt?

16 A. Yes, sir.

17 Q. And the state rejected that offer?

18 A. Yes, sir.

19 Q. Did the state give you any counteroffer?

20 A. Yes, sir, and I accepted it.

21 Q. When was that?

22 A. They, I signed a stipulated judgment to the state.

23 Q. And that's now in place here in Yakima County?

24 A. Yes, sir.

25 Q. Do you know the amount of the stipulated judgment?

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1 A. \$516,000.24, I think, approximately \$516,000.

2 Q. You mentioned that the By-Laws of the Yakima Interurban
3 Lines don't allow a for-profit operation?

4 A. No, sir.

5 Q. At the time that the Yakima Interurban Lines received
6 this land that's at issue in this case, this right-of-
7 way, do you know if Mr. Inness's intent was to operate a
8 for-profit operation in the Naches and Glead area?

9 A. That was his intent that he publicly stated.

10 Q. When did he publicly state that?

11 A. We have documentation from the City of San Francisco
12 trolley operations operated by the City of San
13 Francisco, their manager, that Mr. Inness attempted to
14 sell two of the Brill streetcars to the City of San
15 Francisco, and his comment was, We're not going to be in
16 the streetcar business anymore, we're going to be
17 running a for-profit railroad. There are other
18 documentations that are in the files that show that he
19 was attempting to go into a for-profit railroad
20 operation.

21 Q. Do you know who the person is with the City of San
22 Francisco with whom Mr. Inness spoke?

23 A. I could get the name. I don't have it with me right
24 now.

25 Q. I'd appreciate that if you could get that. 000034

1 A. Ray Paolella would have it.

2 MR. EDMONDSON: I have it, too.

3 Q. At the time Mr. Inness had this discussion with the
4 person at the City of San Francisco, did the By-Laws
5 also prohibit running a for-profit operation?

6 A. The By-Laws in 1994, which are still in effect,
7 specifically prohibit officers of the association from
8 being paid and specifically state that the nature of the
9 organization is to operate a street rail system within
10 the confines of the county of Yakima and the city that's
11 owned by the city as a nonprofit organization and that
12 we were not going into any type of commercial operation.

13 Also at that time, the agreement with the City of
14 Yakima was that no for-profit operation would be
15 operated on any of the street owned city rail by the
16 City of Yakima. That was part of the agreement between
17 the association and the city to operate on that railway.

18 Q. Do you know if the county intends to run a for-profit
19 rail line from Milepost --

20 A. I understand that the county would have the line
21 operated the same way that the Fort Simcoe Railroad
22 operates the line from Toppenish to White Swan, and that
23 operation is a for-profit operation that is operated by
24 the Fort Simcoe Railroad for the county under a contract
25 with the county. I am not familiar with the terms of

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1 that agreement, but I know that they are a for-profit
2 operation. They were formed as a for-profit railroad,
3 they then turn their profits over to the nonprofit
4 organization that parents them and it was done according
5 to the laws of the State of Washington, so.

6 Q. Do you know if Fort Simcoe is a for-profit corporation?

7 A. I am not sure exactly how the Fort Simcoe operation is
8 organized. The original railroad was organized as a
9 nonprofit historical preservationist group, but they
10 have nestled their profit-making organization, as
11 allowed by law, as I understand it, within their group
12 and they did it formally and registered themselves
13 accordingly.

14 Q. Do you know anyone who is involved with the operation of
15 the Fort Simcoe Railroad?

16 A. Several people.

17 Q. Who do you know?

18 A. Dr. Shears.

19 Q. Shears?

20 A. Shears, yes.

21 Q. Do you know how to spell that?

22 A. S-h-e-a-r-s.

23 Q. Is he an officer of the Fort Simcoe Rail Line?

24 A. I don't know if he is now. He helped form the nonprofit
25 group. I can't think of the dentist's name down there,

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1 I know that he's involved within the operations.

2 Q. That's all right. I'll --

3 A. Burghoff, the city councilperson for Toppenish, her
4 husband is a teacher, is involved in it.

5 Q. Burghoff? Boekholder?

6 A. Boekholder, thank you.

7 MS. EVATT: I'm having a little bit of trouble
8 hearing.

9 MR. MONTOYA: Sorry, I'll move some of my stuff and
10 speak up and we'll get you closer to Jerry and me.
11 Okay?

12 MS. EVATT: Thank you.

13 Q. (By Mr. Montoya) Okay. Who have you been dealing with
14 at the county in your discussions about a possible sale
15 or transfer to the county?

16 A. My original discussions were with Commissioner Jim
17 Lewis. Since then he has referred me to Mr. Phil Hoge
18 from the Planning Department and most of our discussions
19 since then have been with Mr. Phil Hoge and myself.
20 He's been my contact with the county and then whoever he
21 works with within the county.

22 Q. Is Mr. Hoge a member of the Yakima Interurban Lines?

23 A. Yes, he's been a member of the Yakima Interurban Lines
24 and a volunteer.

25 Q. You mentioned that the Yakima County people were

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1 thinking about operating a freight line and you
2 mentioned in general about a possible hauling wood
3 chips. Do you know if they have done any studies or
4 market analyses about what possible need there would be
5 for rail line out to Naches?

6 A. I don't know what the county has done. I know that the
7 State of Washington's evaluation of the line, and I
8 would think that the county would be thinking of the
9 same thing, is that the State of Washington's reason
10 they want the line operating was that it would reduce
11 the truck load from Naches to Yakima by 600, at least
12 600 truckloads a year, which would make a significant
13 reduction in highway maintenance costs.

14 Also increased usage of the rail line, if it came
15 about, it would reduce the future potential of having to
16 do additional repairs or additional upgrading of the
17 highway in the future, if they could move some of that
18 truck traffic off of the highway and to the rail line,
19 and that's why they were willing to fund the original
20 funding of the rehab of the line.

21 Q. Do you know the name of the person at the state who's
22 been involved in that market analysis or those studies,
23 whatever they're called?

24 A. Who is the director?

25 MR. EDMONDSON: Ray Allred.

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1 A. Ray Allred.

2 Q. A-l-l-r-e-d?

3 MR. EDMONDSON: Yes. And he did the study as well
4 that you're referring to. I have a copy of it if you
5 want it.

6 MR. MONTOYA: If you wouldn't mind. Thanks.

7 MR. EDMONDSON: Sure.

8 Q. (By Mr. Montoya) You mentioned before some numbers
9 about hauling wood chips and you mentioned that if you
10 haul wood chips, I think 25 percent goes to the
11 originating carrier?

12 A. Yes, sir.

13 Q. Do you have any idea of whether or not hauling wood
14 chips would be profitable for a railroad from the Layman
15 facility out in Naches?

16 A. It could be profitable, yes, sir.

17 Q. Do you have a doubt about whether it could be
18 profitable?

19 A. My concerns in regards to the profitability of strictly
20 just the wood chips, not looking at any other revenue at
21 all, just the wood chips, was the loan that they had
22 taken with the State of Washington, that was of concern
23 with me because of the repayment in ten years, a
24 significant part of the revenue would be going to repay
25 the loan, and that when I looked at just that factor of

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1 that 25 percent of that \$124, it appeared to me that
2 almost \$80 of that \$125 on a 600 carload run was going
3 to end up going back to the loan. I then became
4 concerned that you were going to be able to run it and
5 meet all of your costs and I was concerned that it would
6 not be able to meet all of their costs and they were
7 going to have to cover some of their like insurance
8 costs out of the revenues of the YILA, the nonprofit
9 side.

10 Q. Sure. What if there were no loan repayment, do you
11 think that \$124 for a load of chips can cover the
12 variable cost of putting the train on the tracks,
13 running it down to Layman's, paying someone to drive the
14 train and getting it back there after it's loaded?

15 A. Yes, sir. Because you would be hauling four to six
16 carloads per run. Layman's mill has the capability of
17 moving the cars themselves, so they do not have to have
18 switching to move the cars to the loading hopper, they
19 have cable pulls on their tracks and they can move the
20 cars in and out from underneath it, so they would not
21 require interim switching. Once you take the string of
22 cars out there, you wouldn't have to go back until you
23 took a set of empties out and pulled the fulls out. So
24 yes, you could make an operation if you did not have the
25 loan.

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1 Q. Do you have any idea how much it costs to haul the wood
2 chips by truck?

3 A. No, sir, I do not.

4 Q. Do you know whether it would be profitable to haul any
5 type of fruit from Naches or Glead using a rail line?

6 A. Once you have established your baseline of operation,
7 which would have been the wood chips, any additional
8 revenue, while there would be some costs involved
9 because of the time in switching, it would just add to
10 the revenue. Once you got your baseline of operations
11 set, your additional revenue is going to help. It is
12 not going to be all eaten up in costs, because you can
13 cover it with your base operation.

14 There is not much difference in operating the
15 Naches branch line than operating the streetcars in the
16 city of Yakima, we know what our annual insurance costs
17 are to operate, we know what it costs for power,
18 electricity is a variable, of course, by how often you
19 run, like fuel is, so that increases your cost, if you
20 want more to run, but basic cost of operation,
21 maintaining your building, lights, power, water, things,
22 become base costs. Once you've established that, you
23 know what you can set your fair rates at and then
24 anything additional, additional charters or anything in
25 a streetcar operation like we're doing brought in

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1 additional profit which then could be used to help
2 restore equipment.

3 Naches branch line, while it's a profit making, is
4 basically the same. Once you've established what your
5 base cost is, and where it's coming from, where you are
6 going to cover that base cost, your additional business
7 doesn't become a burden to the company, it becomes
8 additional revenue.

9 Q. Are there tariffs that require you to charge only a
10 certain amount for hauling wood chips or fruit?

11 A. Yes. Railroads work on tariff schedules, yes.

12 Q. Those are published by the Surface Transportation Board
13 or FCC?

14 A. They're filed with the transportation board in the FCC.

15 Q. Do you have to charge the same for the given length of
16 run as, say, Burlington Northern for hauling wood chips
17 or a like commodity?

18 A. Different commodities have different tariffs. Fresh
19 fruit has a higher tariff than non-perishable items,
20 just because of the fact you can't hold them on the line
21 for any length of time, you can't put them to sidings,
22 so there's different tariffs for different types of
23 products, you have to go in and look.

24 And trucking lines used to do the same thing. I
25 don't know how they do it now, but trucking lines used

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1 to have to file their rates and there were different
2 tariffs for different types of products that they
3 handled. I am not a tariff person, so I am not an
4 expert in how you set tariffs.

5 Q. Do you know how Yakima County would get locomotives to
6 haul wood chips or anything else on the Naches line?

7 A. If Yakima County was to contract with someone like Fort
8 Simcoe Railroad, they would be responsible for providing
9 the equipment necessary to move the rail cars. Fort
10 Simcoe does have the resources to bring engines up and
11 they already have trained manpower, engineers,
12 conductors, switchmen, brakemen in their system that are
13 available to work, and there are other short line groups
14 within eastern Washington that also could be contracted
15 with.

16 Q. Is it fair to say that Yakima Interurban Lines is going
17 to be no more after you liquidate?

18 A. Yakima Interurban Lines as it's known today, the
19 association, will not exist. The City of Yakima's
20 streetcar railway system will be operating, the
21 organization is being formed now by new people to
22 operate that system.

23 Q. The Yakima Interurban Lines, though, is looking to get
24 rid of the property that's at issue in this case because
25 it doesn't fit within its mission; is that right?

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1 A. The Yakima Interurban Lines is well over a million
2 dollars in debt and has no way of ever paying that debt.
3 Q. And you're looking at getting rid of the rail right-of-
4 way that's at issue in this case as a way of helping
5 satisfy that debt?
6 A. It will satisfy approximately \$750,000 of that debt.
7 Q. Is that the price that Yakima County has given you for
8 giving them the rail right-of-way or transferring it to
9 them?
10 A. No, sir.
11 Q. Where do you come up with that number?
12 A. That is the amount of the liens that are against that
13 property, the Naches branch line right now, that
14 includes the \$516,000 by the state.
15 Q. Have you discussed even preliminarily a dollar amount
16 for transferring or granting the right-of-way to Yakima
17 County?
18 A. Probably \$50.
19 Q. Just to get rid of the --
20 A. Just to get rid of that particular portion of it so that
21 we can close the other end of it, the other association
22 out, the rest of the association out.
23 Q. Now, you have mentioned that Yakima County also
24 discussed with you the possibility of using part of the
25 rail line for trails; is that right?

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1 A. Yes, that, we discussed that, because there has been
2 several people both in the Naches area that have wanted
3 to do that for a long time, Jim Lewis is the county
4 commissioner, there's some people in the city of Yakima,
5 of course, Councilman Lynn Buchanan has been for years
6 trying to get bicycle paths out towards Naches, he's
7 also tried to get bicycle paths out to Wiley City, and
8 they see this as an opportunity with the right-of-way
9 and because of the slower speed of that particular
10 railroad that the right-of-way is wide enough that you
11 could co-use it and the City of Yakima owns right-of-way
12 to Wiley City and Henrybro, that was part of the
13 original YVT, they've held onto to use that as a future
14 transportation corridor for either foot traffic, bicycle
15 traffic, or even if they had to go back and put a light
16 rail in.

17 MR. MONTROYA: Would you mark that as Exhibit 2?

18 Q. I'm having marked as Exhibit 2 a verified notice of
19 exemption that the Yakima Interurban Lines files with
20 the Surface Transportation Board.

21 And did I get this from you, Paul, do you remember?
22 I got it from either you or I think Burlington Northern.

23 A. It was.

24 MR. EDMONDSON: It was from BNSF. I have a copy of
25 it.

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1 Q. Do you know what I'm talking about, Heidi and Dave?

2 MS. EVATT: I do.

3 MR. REEVE: I believe so.

4 (PLAINTIFF'S EXHIBIT NO. 2 WAS

5 MARKED FOR IDENTIFICATION.)

6 Q. Mr. Henderson, may I refer you to Exhibit 2, the
7 Verified Notice of Exemption? Have you seen that before
8 today?

9 A. No, sir.

10 Q. This is something that would have been filed by Mr.
11 Inness; is that correct?

12 A. I would believe so.

13 Q. There's a person who signed this, his name is Karl
14 Morell or Morell, M-o-r-e-l-l. Have you had any
15 dealings with him?

16 A. No, sir.

17 Q. Do you know if Mr. Inness had any dealings with him?

18 A. No, sir.

19 Q. Were you aware that this notice of exemption was filed
20 with the Surface Transportation Board?

21 A. No, sir.

22 Q. Is the Yakima Interurban Lines currently subject to the
23 jurisdiction of the Surface Transportation Board,
24 according to your understanding?

25 A. In regards to the Naches rail line, yes, sir.

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1 Q. Is it in regards to the operation aside from the Naches
2 rail line?
3 A. I do not believe so. We are on the Federal Railway
4 Administration.
5 Q. A different agency?
6 A. Yes, sir.
7 Q. Does the Federal Railway Administration deal with
8 trolley-type operations?
9 A. Yes, sir, they took over a few years ago the supervision
10 of nonprofit historical and street rails that were not
11 being directly operated by a government agency.
12 Q. Did that agency, the Federal Railway Administration,
13 exist before a couple of years ago?
14 A. The Federal Railway Administration is the successor to
15 the Interstate Commerce Commission for railway
16 supervision.
17 Q. In this Exhibit 2, the Verified Notice of Exemption, on
18 page 2 down at the bottom, Part (g), it states that,
19 "Yakima hereby certifies that its projected revenues as
20 a result of this transaction will not exceed those that
21 would qualify it as a Class III rail carrier." Do you
22 see that down at the bottom of page 2? Let me help you
23 get to the right page. There you are.
24 A. Okay. I see that.
25 Q. Is it your understanding that a Class III rail carrier

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1 is a for-profit carrier, if you know?

2 A. I'm not aware of this because it's not within my area of
3 expertise and it was not an area that we had to deal
4 with operating street railway as we did.

5 Q. Do you think that there is a legitimate possible
6 passenger use for a rail line from Naches or Glead to
7 Yakima?

8 A. Yes, sir.

9 Q. Why do you think that?

10 A. I believe that there are two possibilities for passenger
11 service out there initially. One is as a tourism
12 attraction. As the fruit industry in this area
13 diminishes and the other economic problems, Yakima is
14 looking more and more to becoming a tourist center,
15 that's some of the comments that have been made by the
16 New Vision, by the Chamber of Commerce, comments by the
17 commissioners and city councils that we need to
18 introduce new types of industry. Tourism has been a
19 good industry here. They're looking to increase
20 tourism. Rail makes a good destination item for
21 tourism. Multiple rail systems in an area can mean
22 additional tourism because you have a street railway
23 system, you would have like the brunch trains, you could
24 have excursion trains.

25 The other possibility is that as gas prices go up,

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1 one of the things that happens, and we have seen this
2 before, that as gas prices go up, light rail becomes a
3 more and more popular concept. It is one of the reasons
4 why the City of Yakima kept their right-of-way clear
5 into the West Valley areas, is that it may become
6 necessary to provide light rail for transportation to
7 offset the high cost of gasoline.

8 Q. Any other reasons that you think that there is a
9 legitimate passenger use for a rail line to Gled and
10 Naches other than tourism?

11 A. Well, I think that you may reach the point where the
12 cheapest way for people to get back and forth through
13 the Valley may be by light rail, rather than by a car or
14 a bus.

15 Q. How long do you think it will take to reach that point
16 in terms of years?

17 A. Depending on the fuel crisis, it could be as little as
18 ten years.

19 Q. Is it also something that could be 50 or a hundred years
20 out?

21 A. I think 30 or 40 years, 40 years would probably been the
22 maximum. I think as we look at the energy crisis with
23 fossil-type fuels, I think that we're going to have to
24 look for alternate sources of transportation and cities
25 are finding that as we grow, as Seattle is finding, as

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1 they found in other parts of the country, that as we
2 grow, light rail transportation is becoming the new
3 method of transportation that's viable and cost
4 efficient.

5 Q. Have you seen any studies regarding market analysis of
6 possible passenger or tourism use of a rail line out
7 into the Glead and Naches area?

8 A. No.

9 Q. Did Mr. Allred talk to you about possible passenger use?

10 A. That was not within our discussion with Mr. Allred, my
11 discussion with Mr. Allred.

12 Q. When you are talking about possible passenger use,
13 you're speculating based upon your knowledge in the
14 railroad business?

15 A. That, my working with the City Economic Development
16 Division, talking with the county commissioner, and
17 working with some of the other railroads, having visited
18 light rail systems in Texas, Portland, Denver, Colorado,
19 and seeing the advantages that they have had from it,
20 yes, I'm speaking from experience that I've had with
21 areas that have built light rail and the advantages that
22 they have had from it and then look at what's happening
23 in Seattle with both of their increase in passenger
24 service in the Vancouver, British Columbia, to Portland
25 corridor for regular passenger service as well as the

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1 plans to increase light rail service from Olympia north
2 to Everett and hopefully on to Bellingham.

3 Q. But you've seen no marketing studies about whether
4 anyone would actually be interested in taking the train
5 for transportation purposes out in the Naches area?

6 A. No, sir.

7 Q. You don't know of any company that's currently stepping
8 up to the plate or offering to run a passenger rail
9 service, do you?

10 A. I know that some of the people at the Toppenish Simcoe
11 have indicated, John Hood, who is their general manager,
12 has indicated that he sees a possibility of running at
13 least an excursion rail along with a freight service out
14 to Naches if the Toppenish Simcoe were to operate that
15 system.

16 Q. That's not something, though, that he has put in writing
17 as an offer to do or there's no agreement?

18 A. No, sir, because there has been, they have not reached
19 that point in their negotiations. We're still just in a
20 talking stage.

21 Q. And the Toppenish Fort Simcoe people talk about it now
22 in the possibility stage?

23 A. Yes, yes. They're doing that now out to White Swan, as
24 well as hauling freight. Or hauling, they're hauling
25 passenger as well as hauling freight, they're doing

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1 excursions on that railroad and have been successful
2 with it.

3 Q. Did you sign or did Yakima Interurban Lines sign an
4 agreement for donation with the Burlington Northern
5 Railway people in February of 1999?

6 A. I believe that Mr. Inness signed -- supposedly signed
7 for the association.

8 Q. Do you have any idea what that agreement was about?

9 A. The agreement to donate the rail line to --

10 Q. (Nodding head).

11 A. All I understood was that it was being donated because
12 Burlington Northern no longer wanted to operate it and
13 it was a simple way to get rid of it. As I understood
14 it. I'm not sure what their agreements were because we
15 do not have all of Mr. Inness's paperwork.

16 Q. Do you know if you guys have a copy of that?

17 A. I do not, sir. In fact, we just recently recovered a
18 file cabinet that had been hidden in a business location
19 in Naches that had a bunch of documentation. The file
20 cabinet was not in the office files.

21 Q. Who had the file cabinet?

22 A. It was in a beauty shop out in Naches and had been
23 hidden by Mr. Del Mears.

24 Q. Is Del Mears a cosmetologist or beautician?

25 A. His wife was or is. His ex-wife, I guess, now

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1 Q. Is Mr. Mears in the area?

2 MR. EDMONDSON: I think so.

3 A. I think he's still out in the Naches area.

4 Q. Do you mind getting me an address for Mr. Mears?

5 MR. EDMONDSON: I might be able to get something on
6 him, yeah.

7 A. I can get you his new attorney's name that's
8 representing him for his L & I claim. I have that, it
9 just came to me.

10 MR. EDMONDSON: Really, who is that?

11 A. I can't think of it. I just got the document that came
12 in yesterday's mail. It shows that he's fighting his
13 L & I claim that he took on the last day of work. That
14 would be an easy way to contact him if you had his
15 attorney.

16 Q. Sure.

17 A. I'll get that to you.

18 MR. EDMONDSON: Okay.

19 Q. This morning at a deposition of a Burlington Northern
20 person, Mr. Batie, I introduced Exhibit 2, which is a
21 Contract for Deed dated October 2, 1905, and it was from
22 Edward A. Kershaw and R. A. Kershaw to the North Coast
23 Railway.

24 MR. MONTROYA: Do you guys have copies of that, Dave
25 and Heidi?

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MR. REEVE: Yes.

MS. EVATT: Yes.

MR. MONTOYA: I'm handing it to Mr. Henderson and I'm just going to refer to the exhibits that were used this morning, if that's all right with you guys.

MR. REEVE: Sure, that's fine.

MS. EVATT: That was Exhibit 2 this morning?

MR. MONTOYA: That's right.

Q. (By Mr. Montoya) Have you seen that Contract for Deed prior to today?

A. Yes, I've seen it once.

Q. Do you allege that any of the surface rights that the Yakima Interurban Lines has in this case come from that Contract for Deed?

A. I believe they do, yes. Because I believe that's part of what we got from Burlington Northern.

Q. Exhibit 3 to the deposition this morning was a Right of Way Deed that was from E.A. Kershaw and it was recorded on October 5, 1905. Again I'll just refer to the exhibit as marked in the original deposition this morning of Mr. Batie. Do you allege that any of the surface rights that the Yakima Interurban Lines currently has result from that deed?

A. To the best of my knowledge, they do.

Q. Have you seen that deed before today?

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1 A. Just briefly, yes, I have seen it once before.

2 Q. During your involvement in this case?

3 A. In my, yes, as part of my involvement in the handling of

4 the Naches branch line, yes.

5 Q. Exhibit 4 to Mr. Batie's deposition was a Contract for

6 Deed from Mr. Edward A. Kershaw to the North Coast

7 Railway and it was recorded on the -- let me see the

8 date here, the 15th of October of 1905. Have you seen

9 that before today?

10 A. I believe I have, yes.

11 Q. And are you alleging that the Yakima Interurban Line's

12 surface rights result at least in part from this railway

13 deed?

14 A. Yes, sir, I believe they do.

15 Q. How long has it been since any railroad has hauled

16 passengers or freight over the Naches line from Naches

17 to Fruitvale?

18 A. The Naches branch line was hauling, and has never

19 discontinued hauling, freight on that portion of the

20 Naches branch line to date.

21 Q. When is the last time that any railroad has hauled

22 freight on that Naches line?

23 A. Within the last three weeks.

24 Q. Someone has hauled freight from Fruitvale to Naches?

25 A. On the Naches branch line as it is originally defined,

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1 Burlington Northern only gave up from Milepost 11.2 to
2 Naches. The rest of the Naches branch line is still
3 being operated by the Burlington Northern, they're
4 hauling cars full of propane, and I believe that they're
5 hauling for at least one warehouse on the remainder
6 portion of the line that they own up to Milepost 11.2,
7 and they are hauling freight on that on a regular basis.

8 Q. That's not as far out as Fruitvale, though, is it?

9 A. It's up to Milepost 11.2. That's where they sold a
10 portion. They didn't sell the entire Naches branch line
11 to Yakima Interurban Lines, they only sold from Milepost
12 11.2 to the end of the line in Naches. The rest of the
13 line as we know it as the Naches branch, that was this
14 original railroad starts at the Burlington Northern
15 track near Front Street, runs west, north of Fruitvale
16 Boulevard, and just east of Madison Street, out to,
17 follows along the highway and then follows out to
18 Naches. So they have been hauling freight on the, what
19 would be the eastern portion of the line continuously.
20 They kept that for themselves because it was very
21 profitable.

22 Q. Sure. Where is Milepost 2.97 near Fruitvale?

23 A. Milepost 2.97.

24 Q. Is that out by 40th Avenue or is that more east?

25 A. That would be east.

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1 Q. What is the milepost at 40th Avenue and Fruitvale?
2 A. That's just west of 11.2.
3 Q. Okay. When is the last time that any railroad has
4 hauled cargo or passengers from Milepost 11.2 west?
5 A. I do not know.
6 Q. During the time that Yakima Interurban Lines was
7 operating it it never hauled passengers, freight, or
8 cargo west of Milepost 11.2, did it?
9 A. No, not, not commercial, no commercial hauling, nothing
10 more than equipment to, to rehab the line.
11 Q. Is there track missing west of Milepost 11.2 currently?
12 A. Yes, sir.
13 Q. Where is it missing?
14 A. At 11.2 there's some track that is up immediately west
15 of the off-ramp of Highway 12 to 40th Avenue, there is
16 about three sections of rail missing, and there's some
17 other locations that single sticks or rail are up at
18 this particular point.
19 Q. Is the track that's remaining west of Milepost 11.2 of
20 sufficient quality to use to haul cargo right now?
21 A. Not at this time. The rehabilitation of that track has
22 not been completed.
23 Q. What needs to be done to rehabilitate it?
24 A. Most of what needs to be done is that the ballast needs
25 to be laid and tamped, and the track would then have to

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1 be scanned and make sure that it was straight and
2 gauged. I understand that from the rehabilitation
3 survey that was done just recently that some of the tie
4 plates were put in wrong and they need to be replaced
5 and there are some tie plates that are not in. The tie
6 plates are sitting stacked ready to be installed out in
7 Naches and those tie plates would have to be installed.

8 Q. Do you have any idea how much it would cost to get the
9 line up to a quality that it could be used to haul
10 freight?

11 A. A professional estimator that does this work has done an
12 estimate, I have not seen it, I believe it's somewhere
13 in excess of \$200,000.

14 Q. Did he give that estimate to the state or county?

15 A. I do not know whether it went to state or to the county.
16 I know Mr. John Hood, who is the general manager of the
17 Toppenish Simcoe, was out there when those estimates
18 were being done and was looking at the rail, too, they
19 were riding high rails out there to look at it.

20 Q. So it's not possible now to get a train from Milepost
21 11.2 west to Naches?

22 A. No, sir.

23 Q. Do you know if Yakima Central Railroad was able to
24 profitably operate the portion of the rail line west of
25 Milepost 11.2?

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1 A. Are you talking about the Washington Central Railroad?
2 Q. Correct, yes.
3 A. I do not know. I have never asked Mr. Temple, who is
4 the owner of the Washington Central Railroad, that
5 question.
6 Q. Are there any plans for you to meet with Yakima County
7 to continue discussions on transferring the right-of-way
8 to them?
9 A. We have not set a date for our next meeting, but yes, we
10 are going to meet again.
11 Q. Are there documents related to your discussions with
12 Yakima County to transfer the right-of-way to them?
13 A. We have not entered into any written agreements at this
14 point. Everything that we have talked about has been in
15 a verbal nature at this point.
16 Q. Are there any letters or preliminary documents that
17 you've reviewed?
18 A. What I have done is submitted to the county and given
19 them copies of the bridge reports on the bridge that
20 crosses the Naches River, so that they would have that
21 in their hands so that they would understand that, and
22 I'm not sure what other, I think there was a couple of
23 other documents that I gave them that were minor things.
24 The main thing was the bridge report, Mears report on
25 the bridge.

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1 Q. There is a counterclaim in this case against the
2 Kershaws for a reasonable and appropriate crossing use
3 and easement fee. Are you still maintaining that
4 counterclaim or will that be dismissed?
5 A. As far as I'm concerned, that can be dismissed. I don't
6 know whether this comment is appropriate, but I'll make
7 it. At all of the time that I operated the Yakima
8 Interurban Lines we never charged a customer a fee to
9 have a crossing. The only customer that we ever charged
10 was in agreement with Highland Fruit to replace their
11 crossing boards, they paid for the material and I
12 supplied the labor, because they wanted new crossings at
13 their gates out there at 80th Avenue, I think it is 80th
14 Avenue where the warehouse is where the YVT crossed it.
15 I provided the crew to take out the old boards and
16 reinstall everything, re-tamp the track and replace the
17 ties which we supplied. That's the only time we've ever
18 charged a fee, and our policy was never, as an
19 association, was never to charge a crossing fee.

20 Mr. Inness's attitude about crossing fees was
21 considerably different, and considerably more expensive
22 than I've heard what railroads normally would charge. I
23 have no interest in collecting that money or attempting
24 to collect it and I would be glad to sign whatever
25 documents necessary to drop that particular issue 000000

1 MR. MONTOYA: If you don't mind, you guys, can we
2 go off the record for a second?

3 MR. REEVE: Sure.

4 MS. EVATT: Sure.

5 (AN OFF-THE-RECORD DISCUSSION WAS HELD.)

6 MR. MONTOYA: Let's go back on. You guys ready?

7 MS. EVATT: Yes.

8 MR. REEVE: Sure.

9 Q. (By Mr. Montoya) In Interrogatory No. 9 I ask you,
10 meaning the Yakima Interurban Lines, to identify each of
11 your employees involved with installing the fiberoptic
12 cable that's located on the property at issue. Did you
13 guys actually have employees who worked to help install
14 that?

15 A. We did not provide any employees, as far as the records
16 that I have seen in our office, we have not supplied any
17 employees to install the fiberoptic cable. What we did
18 is we provided safety employees to ensure that the
19 fiberoptic company did not endanger the track bed, and
20 we provided, I believe, some traffic control because we
21 had people who were certified flaggers under the state
22 of Washington as flaggers, but as installers of the
23 equipment, no. The contract was for safety as they were
24 running along the roadbed. So they would be, they would
25 have been flagging anyplace they were at an intersection

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1 or a grade crossing, they would have been flagging
2 traffic for that purpose because it was on the railroad
3 right-of-way, but not to install the cable.

4 Q. Were they volunteers or were they paid?

5 A. They were paid.

6 Q. Who paid them?

7 A. The cable company paid Yakima Interurban Lines, which
8 paid their employees, as I understand it. And there was
9 quite a number of employees on the employee list.

10 Q. In answer to Interrogatory No. 10, when I asked you when
11 was the last time that the railroad track across the
12 property at issue was used to haul people or cargo, you
13 put January 2001.

14 A. Well, you phrased the question different than that. Now
15 you are phrasing it the track at issue, and I do not
16 know that. I just know that the Naches branch line is
17 still operating, a portion of it is still operating, and
18 that was your question, was the Naches branch line.

19 Q. Okay. In Interrogatory No. 10 that I asked you, I'll
20 have you read that.

21 A. What was the last time the railroad track crossed the
22 property? I do not know. From Milepost 11.2 on I do
23 not know. East of that, they are still operating on it
24 and that is considered Naches branch line by definition.

25 Q. All right. I asked you in Interrogatory No. 12, Do you

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1 consider the railroad track across the property at issue
2 abandoned, and you said, No, it is still being used
3 periodically in connection with the rehab project with
4 the state. Do you see that?

5 A. Yeah, but this isn't my statement, is it?

6 Q. Yeah, these are your answers to interrogatories.

7 A. I understand. Yes. Okay. It's in rehab. It's not
8 abandoned, it's still in rehab.

9 Q. If it were not for the rehab, would you consider in your
10 mind that the property was abandoned?

11 A. No.

12 Q. Why not?

13 A. Because abandonment is within the jurisdiction only of
14 the Surface Transportation Board.

15 Q. Aside from the contract for deed and the two rights-of-
16 way deed and the Quitclaim Deed that we have looked at
17 during this deposition, are there any other documents
18 that you know of that affect your title rights in this
19 case?

20 A. Well, there is other deeds that we have not looked at
21 that are affecting all of the properties along there
22 that gave them the right-of-way to operate, yes, those
23 deeds exist and are on file.

24 Q. But referring specifically to the section of property
25 that's through the Kershaw property?

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1 A. I know of no other contracts or deeds.

2 Q. I asked you about your affirmative defense of estoppel
3 and the facts to support that and you said unknown. Is
4 that that one you guys are going to abandon?

5 MR. EDMONDSON: Yes.

6 MR. MONTOYA: Also laches, facts are unknown. Are
7 you going to abandon that one?

8 MR. EDMONDSON: Yes.

9 MR. MONTOYA: Also waiver state of limitations and
10 failure to state a claim, are you guys abandoning those?

11 MR. EDMONDSON: Yes.

12 MR. MONTOYA: Comparative fault, contributory fault
13 of codefendants or other parties not here enjoined, are
14 you abandoning those?

15 MR. EDMONDSON: Yes.

16 MR. MONTOYA: And then failure to join an
17 indispensable party, are you abandoning that one?

18 MR. EDMONDSON: Yes.

19 MR. MONTOYA: Adverse possession also?

20 MR. EDMONDSON: Yes.

21 MR. MONTOYA: You're maintaining the one on
22 preemption because you think the Surface Transportation
23 Board has to deal with the issue, right?

24 MR. EDMONDSON: Yes.

25 THE WITNESS: Yes.

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1 MR. MONTOYA: And then the affirmative defense that
2 the Washington State Transportation Department
3 preemption and superseding an authority applies, are you
4 abandoning that, for the state, not the federal one?

5 MR. EDMONDSON: Yes.

6 Q. (By Mr. Montoya) Do you know if you have a copy of the
7 Master Agreement between Level 3 Communications and
8 Burlington Northern?

9 A. No, I do not.

10 MR. MONTOYA: I don't have any other questions.

11 MR. EDMONDSON: I don't have any questions.

12 MR. REEVE: I don't have any questions.

13 MS. EVATT: I don't have any questions.

14 MR. MONTOYA: Mr. Henderson, your lawyer will talk
15 to you about your right to reserve signature on this or
16 waive signature.

17 MR. EDMONDSON: You can wait to see it printed
18 first or you can trust her to do it right, you can do
19 that.

20 THE WITNESS: There's no reason for me not to sign
21 at this particular point.

22 MR. MONTOYA: There's nothing to sign right now,
23 but she'll print it up and if you trust her to do it
24 right, then you don't have to sign.

25 THE WITNESS: Yeah.

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MR. MONTOYA: You know, I think I'll prepare an order on the defenses you guys are getting rid of and the counterclaim to clean up the file and I'll send that over to you.

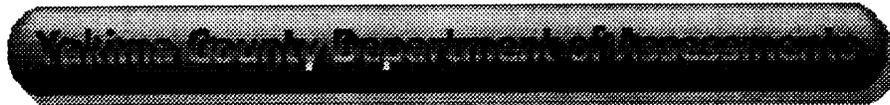
Mr. Henderson, I appreciate meeting you.

(DEPOSITION CONCLUDED AT 3:28 P.M.)

(SIGNATURE WAIVED.)

000066

EXHIBIT D



Search	Parcel Info	Parcel Values	Parcel Legal	Parcel Sales	Aggregation	Tax Rates	Parcel Taxes	Parcel Mapping
---------------	--------------------	----------------------	---------------------	---------------------	--------------------	------------------	---------------------	-----------------------

Parcel Number: 17142431001

Tax Code Area: 315

Situs: 151 Low Rd, Yakima

Size: 10.81 Acre(s)

Property Use: 21 Manufacturing - Food

Owner(s):

Kershaw Fruit & Cold Stor

Commercial Structure Information

Type	Quality	Year Built/Eff Year	Stories	Main Sqft
Storage Warehouse	Low-Cost	1972/1972	1	12000
Storage Warehouse	Low-Cost	1972/1972	1	14000
Office	Average	1972/1972	1	1500
Office	Good	2002/2002	1	2896
Storage Warehouse	Low-Cost	1972/1972	1	12000
Storage Warehouse	Low-Cost	1965/1965	1	25

Land Information

Record #	Class	Value Size	Value Method	Water	Sewer
1		5.81 Acre(s)	Acres	Public	Public
2		5 Acre(s)	Acres	Public	Public

000068



Ilene Thomson, County Treasurer
 PO Box 22530, Yakima WA 98907-2530

Search Form	Taxes & Assessments Owed	Certified Taxes & Assessments	Assessor's Characteristics Information
--------------------	-------------------------------------	--	---

Parcel Number: 171424-31001
 Taxpayer: KERSHAW FRUIT & COLD STOR CO

Tax year	District	Tax Description	Minimum	Total	Due Da
2003	315	Property Tax Principal	\$11,025.66	\$11,025.66	10/31/2
2003	NCUIRG180	Irrigation District Principal	\$200.00	\$200.00	10/31/2

To see distribution of property taxes click on the district number.

Interest Date: 4/30/2003

Minimum Due	Total Due
\$11,225.66	\$11,225.66

Values

Land	Personal Property	Improvement	New Construction	Total Taxable
\$39,500	\$0	\$1,386,300	\$217,800	\$1,643,600

Tax Distribution Voted: \$7,674

If you have questions about your taxes or assessments, please call our Office at 509-574-2800; or e-mail us at cntytreasurer@co.yakima.wa.us

Property tax and benefit assessment information provided pursuant to RCW 42.17.260(9) which prohibits releasing and/or using lists of individuals for commercial purposes.

[Return to Treasurer's Home Page.](#)

000069

EXHIBIT E

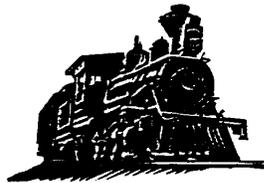
COPY

**Washington State Department of Transportation
Rail Division**

**Yakima Valley
Transportation Company**

Track Report

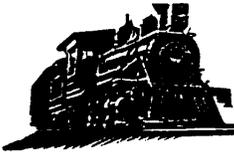
prepared by:



Cahill Inc.

P.O. Box 145
Amboy, WA 98601

000070



Cahill Inc.

P. O. Box 145
Arling, WA 98601

May 30, 2000

Mr. Ray Allred
Washington State Department of Transportation
Public Transportation and Rail Division
PO Box 47387
Olympia, WA
98504-7387

Attn: Mr. Allred,

Enclosed are five copies of the Yakima Valley Transportation Company report including a supplement.

You requested we determine what actions are necessary to bring the line into compliance with FRA Class 1 track standards, and the same for FRA Excepted track.

On our initial inspection we found the track repairs incomplete throughout the majority of the line and inspected only the turnouts for FRA Class 1 compliance.

On the second inspection we found that most of the line might still be described as "work in progress". Some of the FRA Class 1 defects between MP 10.50 and MP 13.40 are included in the supplement.

At this time there is a lot of work to be completed before the line can be expected to pass an FRA Class 1 inspection.

Sincerely,

Will Cahill

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APPENDIX A

1.0 INTRODUCTION

April 16, 2000 Mr. Ray Allred of Washington State Department of Transportation, Rail Office requested that Cahill Inc. inspect and prepare a report on the present track condition of the Yakima Valley Transportation Company (YVT). The report is to include lists of FRA excepted track and class 1 track defects and an estimate of the time required to complete the work in progress.

The information gathering for this report was done by walking and high-railing portions of the line on April 25th, 2000. The inspection team consisted of Scott and Will Cahill of Cahill Inc. We began at Glade Road, MP 6.74, and worked West to the end of track at MP 14.39, then worked from Glade Road East to the beginning of the line at MP 2.97

On April 25th Cahill met with George Innes and Bryan Brownlee of YVT to discuss their track rehabilitation schedule and goals.

Only the main track was inspected. Analysis of the in-place sidings, spur tracks, grade crossing surfaces, and grade crossing warning devices is not included in the report.

2.0 LINE SEGMENT

The mile post locations referenced in this report are based on odometer readings from the in-place mile posts. No track chart or time table was available from the YVT. Many of the mile posts are missing, and corrections for odometer error could not be made on a mile by mile basis. The odometer derived locations contain inaccuracies, and are for general orientation. They should not be used for construction or any other purposes.

For the purpose of this report MP 2.97 is East and MP 14.39 is West. The right and left sides of the railroad are defined by standing between the rails and looking toward the next larger mile post (West).

The bridge numbers used are the same as the signs on the end of the bridges. The bridge bents are numbered from East to West, and the pile are numbered left to right.

3.0 SUBGRADE

3.1 General

The majority of the subgrade appears stable. Most of it is free of brush and trees. Portions of the subgrade have had the vegetation removed within the past year. There are a few locations with woody growth encroaching into the ballast area. These locations need to be addressed.

4.0 CULVERTS

4.1 General

No attempt was made to locate and inspect culverts. No blocked culverts were observed. However, the inspection, cleaning, and maintenance of culverts should be included as part of YVT's annual track maintenance program.

4.2 Drainage Deficiencies

Overall the drainage along the line appears satisfactory. There are two locations, MP 9.87 to MP 10.10 and MP 10.58 to MP 10.69 (See Appendix A page 5, MP 9.87 and page 6, MP 10.58) with standing water in the right hand ditch. It appears that wet subgrade has caused deviations in the line, surface and cross level in these areas. Immediately west of MP 10.69 the right hand ditch has had improvement, and water is flowing through the ditch. Spoil from the recent ditch cleaning is deposited on the right hand shoulder of the grade and should be removed before it further contaminates the ballast. (See Appendix A page 7, MP 10.69)

To comply with the Federal Railroad Administration (FRA) for track Classes 1 through 5, railroads must maintain drainage. The following quote is the FRA defect codes from CFR 49 part 213 Track Safety Standards, Subpart B - Roadbed;

§ 213.33 Drainage

- 33.01 Drainage or water-carrying facility not maintained.
- 33.02 Drainage or water-carrying facility obstructed by debris.
- 33.03 Drainage or water-carrying facility collapsed.
- 33.04 Drainage or water-carrying facility obstructed by vegetation.
- 33.05 Drainage or water-carrying facility obstructed by silting.
- 33.06 Drainage or water-carrying facility deteriorated to allow subgrade saturation.
- 33.07 Uncontrolled water undercutting track structure or embankment.

-End FRA Quote -

Ditch cleaning needs to be done in the two above mentioned locations, not only to comply with the FRA requirements, but to preserve the line and surface corrections that are to be accomplished in conjunction with the current tie renewal project.

5.0 BALLAST

5.1 Sub-Ballast

There is no discernable layer of sub-ballast on the line. In general, sub-ballast material should be better graded than the subgrade, but need not meet the requirements of ballast.

It's chief functions are to;

- 5.1.1 allow drainage under the ballast.
- 5.1.2 transfer the load from the ballast to the subgrade without deflection.
- 5.1.3 prevent the subgrade material from contaminating the ballast.

In several locations it appears that surface deformation has resulted from the infiltration and contamination of the ballast by the subgrade.

5.2 Ballast Section

The ballast condition and quality is not constant throughout the line. In some areas the in-place ballast is performing adequately. In other areas poor ballast has contributed toward the line and surface degradation.

Effective ballast will;

- 5.2.1 transfer the dynamic load from the ties to the sub-ballast/subgrade without deflection.
- 5.2.2 provide lateral and longitudinal restraint of the ties, against dynamic and thermal stresses.
- 5.2.3 facilitate fine adjustments of the track superstructure alignment, grade, and cross level without system reconstruction.
- 5.2.4 provide good drainage.
- 5.2.5 provides voids for storage and movement of fouling materials in the ballast.
- 5.2.6 shield the sub-ballast and subgrade from climatic forces.

At the time of the inspection YVT was dumping ballast on skeletonized joints and stuffing it under the crossties. Tamping is done with an old style, single head, four tooth tamper. When completed, this operation is not bringing the affected areas into line or surface with the surrounding track. Bryan Brownlee said that their plan is to finish placing the rock, then use a newer model tamper to line and surface the entire main track. In conjunction with the surfacing operation, he plans on using a ballast regulator to shape the ballast and remove existing vegetation from the ballast area.

5.3 Ballast Material

Ballast has been made of many things. A large variety of materials will accomplish some, or all, of the above listed ballast requirements to varying degrees. Long lived, satisfactorily performing ballast will usually conform to the following:

- 5.3.1 be crushed from a hard (but not brittle) abrasion resistant rock.
- 5.3.2 be crushed from a heavy dense rock with low water absorption.
- 5.3.3 be crushed from rock that produces a rough surface texture.
- 5.3.4 be screened to produce a high percentage of particles of similar size.

5.3.5 have over 90% fractured faces with few long slivers or flat slabs.

The ballast currently being placed on the track visually appears to be better quality than what was initially used in the crosstie renewal project. The previously used material has a noticeable percentage of round rock in it. Both ballast types placed, visually appear to contain a high percentage of smaller sized particles than would meet AREMA gradations number four or five, which would normally be used for this type of application.

5.4 Ballast Requirements

To comply with the FRA requirements for track Classes 1 through 5, railroads must maintain ballast quality and quantity. The following quote is the FRA defect codes from CFR 49 part 213 Track Safety Standards, Subpart B - Roadbed;

§ 213.103 Ballast; general

103.01 Insufficient ballast.

103.02 Fouled ballast.

-End FRA Quote -

6.0 TIES

6.1 Ties General

In areas of undisturbed track (areas that show no recent or current YVT crosstie renewal or other work) where the crossties are not obscured by vegetation, there is a small percentage of crossties that must be replaced to meet FRA Class 1 standards.

The in-progress crosstie renewal has been accomplished in basically two ways. One is to replace every crosstie in a segment of track. (See Appendix A page 2, MP 4.00 and page 5, MP 8.09) The other method employed is to replace three to eight crossties at each joint. (See Appendix A page 4, MP 6.06 after ballast has been placed, and page 5, MP 9.87 before ballast is placed.)

In both cases, the old crossties were removed and the ballast over-excavated eight to twelve inches below the bottom of the previously installed crosstie. (See Appendix A page 3, MP 4.95)

6.2 Crossties

The in-place crossties vary in species, dimension, and time in track. The newly installed crossties are seven inches vertical, by nine inches horizontal, by nine feet in length. They are creosoted, high quality hardwood, with anti-splitting devices installed in the ends.

When the new crossties were installed, they were not all placed to equally distribute the dynamic load on the ballast section. Assuming that all of the crossties in a group were inserted from the same side, some were placed further under the track than others. (See Appendix A page 6, MP 9.95) At this time, correction of the incorrectly aligned crossties is not economically justifiable.

6.3 Bridge Ties

Bridge ties were inspected while riding over the bridges in a hi-rail. The majority of them appear serviceable. Nothing was noted to indicate a more detailed bridge tie inspection is needed at this time.

7.0 RAIL AND ACCESSORIES

7.1 Rail

A cursory visual inspection was made of the rail. It is M.K.T. 66 pound at the locations checked. Other rail sections are used in some of the turnouts and road crossings. Overall, the rails on the line appear to be in serviceable condition. No rail defects were observed that, would require rail replacement to meet FRA Class 1 track standards.

7.2 Tie Plates

The line is not fully plated. When doing joint tie renewal, tie plates were not installed under the rail joints. (See Appendix A page 3, MP 4.95 and MP 4.96) Without a tie plate under the rail joint, the life expectancy of the new joint tie is greatly reduced.

7.3 Fasteners

Cut track spikes are used. The in-place spikes are generally performing adequately. When examined, most of them appear to be in serviceable condition. When spiking the new crossties, a normal spike pattern was not used.

Rails have a tendency to move longitudinally due to thermal and dynamic forces. To prevent crossties from skewing when using four spikes per crosstie, they are normally installed with the two gage side spikes next to one edge of the crosstie and the two field spikes near the opposite edge of the crosstie.



Many of the newly installed crossties are spiked in the manner shown above left. (See Appendix A page 3, MP 4.96) To reduce the tendency for these individual crossties to skew, add two more spikes per crosstie. This will require less labor than pulling two spikes, plugging the holes and re-driving the spikes to achieve a normal spike pattern. Not all of the new crossties need correction.

When crossties are no longer perpendicular to the rails, several things occur. The dynamic load is unequally transferred to the ballast. With accumulated tonnage the ballast deforms, causing cross level and surface irregularities to occur. This will result

in excessive rocking of the rolling stock when passing over this area. The farther the skewed crosstie rotates, the tighter it pinches gage. Under traffic the wheels of empty rocking cars, attempting to force their way through tight gage, can derail. Maintaining a normal spike pattern is standard procedure on most railroads.

In Class 1 track, where skewed ties have caused slightly less than ½ inch tight gage, the FRA inspector could still cite them under defect code 127.01 Insufficient fasteners.

7.4 Rail Anchors

There are very few rail anchors on the line. The segments with vegetation in the ballast area, coupled with the lack of recent traffic, make it difficult to determine if there are places that require rail anchors. Once traffic resumes, it may become apparent that specific locations need rail anchors.

7.5 Joint Bars

Most of the branch has parallel rail joints. Of the joints inspected, the joint bars are of the proper dimension and design to fit the rails they are applied to. A few joint bars need to be replaced to meet FRA Class 1 track standards. Both center cracked and quarter cracked joint bars can be found on the line.

7.6 Track Bolts

Of the joints inspected, all of the track bolts and washers are of proper dimension for the joint bars they are applied to. There are joints with loose or missing track bolts. Some rail joints will need to have the bolts tightened and a small quantity of track bolts will need to be installed to meet the FRA Class 1 track standards.

8.0 TURNOUTS

8.1 General

A walking inspections of the switches and turnouts was made. Repairs have been made to some of the turnouts, and others will require work before being placed in service.

The word "turnout" is usually defined as the area between the parallel joints in front of the switch points, and the last long switch tie behind the frog. The term "switch" refers to the area beginning at the gage plate and ending at the heel blocks. In other words, the turnout represents the whole, while the switch is a portion of the turnout. However in common usage, the identification of a specific turnout is often stated as "switch number..."

In a turnout, the directional change results in increased friction, by the rolling stock wheels, at the switch point and at the point of the frog. Monitoring and correcting deficiencies in alignment, surface, and gage, throughout the turnout will noticeably reduce the rate of wear on these components.

Turnout installation costs per track foot are considerably higher than for ordinary track. To protect this investment, routine maintenance should be scheduled at frequent intervals.

The FRA Class 1 defects noted while making walking inspections of the turnouts are listed in Appendix A page 10.

9.0 BRIDGES

9.1 General

There are 8 structures on the line.

9.1.1 BRIDGE number 3

MP 3.46; 1 span TPT, 1 span DPG, 1 span TPT all OD

9.1.2 BRIDGE number 4

MP 4.12 5 span TPT OD

9.1.3 BRIDGE number 4.1

MP 4.68 1 span TPT, 1 span DPG, 2 span TT, all OD

9.1.4 BRIDGE number 9

MP 9.84 Cast in-place box culvert

9.1.5 BRIDGE number 10

MP 10.20 1 span timber open deck on concrete

9.1.6 BRIDGE number 10.1

MP 10.24 5 span TPT OD

9.1.7 BRIDGE number 10.3

MP 10.45 1 span TPT OD

9.1.8 BRIDGE number 13

MP 13.50 1 span timber open deck on concrete

9.2 Bridge Inspection

The bridges were observed while hi-railing over them. Due to time constraints, no attempt was made to do cursory bridge inspections. Other than low approaches, bridges 4 and 10.1 were the only ones where a deficiency was noted while passing.

9.2.1 BRIDGE number 4

It appears that substantial drift has damaged the upstream side of the caps on bents 2, 3, 4, and 5. Caps 2 and 3 appear to have sustained the most damage. (See Appendix A pages 1 and 2) Bents 1 and 6 are buried in debris. The damaged caps should be inspected more closely to determine their longevity. The drift should be removed from around all of the bents.

9.2.2 BRIDGE number 10.1

The cap on 3 is poor, watch.

10.0 GRADE CROSSINGS

10.1 General

The grade crossing surfaces, and grade crossing warning devices were not inspected.

11.0 VEGETATION

11.1 Vegetation Control

There may have been a period of deferred maintenance on the line. Evidence indicates that recent brush cutting and other mechanical vegetation removal has been performed on the right-of-way. There are still areas with brush encroaching into the ballast area. There are track segments with low dense vegetation covering the ballast area. These areas are FRA Class 1 defects. (See Appendix A page 4, MP 5.17, page 6, MP 10.58 and page 7, MP 11.55)

The FRA lists vegetation as a fire hazard to structures. It has an item for vegetation obstructing water carrying facilities, and separate items for silt clogged waterways and water undercutting structures. Uncontrolled vegetation can promote deposits of silt and debris. These deposits can change flow characteristics. When increased flow and velocity are directed at soft unprotected portions of fills, rapid erosion usually occurs.

Not listed by the FRA, but of real impact, is that vegetation under and around timber structures houses insects. As the insect colonies develop, the insects and/or their predators begin to damage the trestles. Removing and keeping tall grasses, weeds and woody plants away from the bridges, not only reduces fire hazard, but decreases the chances of insect infestation in the structures.

Several of the bridges have sufficient drift and/or plant growth under and around them to either shift direction and velocity of the flow, create a fire hazard, or provide a home for insects.

11.2 Vegetation Requirements

To comply with the Federal Railroad Administration (FRA) for track Classes 1 through 5, railroads must implement a vegetation control program. The following quote is from CFR 49 part 213 Track Safety Standards, Subpart B - Roadbed;

§ 213.37 Vegetation.

Vegetation on railroad property which is on or immediately adjacent to roadbed shall be controlled so that it does not—

- (a) Become a fire hazard to track-carrying structures;
- (b) Obstruct visibility of railroad signs and signals:
 - (1) Along the right-of-way, and
 - (2) At highway-rail crossings; (*This paragraph (b)(2) is applicable September 21, 1999.*)
- (c) Interfere with railroad employees performing normal trackside duties;
- (d) Prevent proper functioning of signal and communication lines; or
- (e) Prevent railroad employees from visually inspecting moving equipment from their normal duty stations.

The FRA defect codes for the above requirements as follows;

§ 213.37 Vegetation

- 37.01 Combustible vegetation around track-carrying structures.
- 37.02 Vegetation obstructs visibility of railroad signs and fixed signals.
- 37.03 Vegetation obstructs passing day and night signals by railroad employees.
- 37.04 Vegetation interferes with railroad employees performing normal trackside duties.
- 37.05 Vegetation prevents proper functioning of signal and/or communication lines.
- 37.06 Excessive vegetation at train order office, depot, interlocking plant, a carman's building, etc., prevents employees on duty from visually inspecting moving equipment when their duties so require.
- 37.07 Excessive vegetation at train meeting points prevents proper inspection by railroad employees of moving equipment.
- 37.08 Excessive vegetation in toepaths and around switches where employees are performing normal trackside duties.
- 37.09 Vegetation brushing sides of rolling stock.
- 37.10 Vegetation obstructs visibility of grade crossing warning signs and signals by the traveling public.

- End FRA Quote -

11.3 Vegetation Removal

A long term plan for vegetation control, over the entire line, under and adjacent the bridges and along the right-of-way, should be established and implemented.

The burning of weeds, brush etc. is prohibited in most areas, and because of extreme danger, not normally done around dry timber structures. Hand and machine cutting are

costly, and do not always produce satisfactory results. Chemical application is usually the most economical method of vegetation control.

In some cases a combination of methods is best. For instance a basal treatment applied directly to the stump of a fresh cut tree, may be the most economical permanent solution for its removal. Along waterways, where chemical application may be prohibited, it may be necessary to use an alternate method of vegetation control.

12.0 TRACK REHABILITATION

12.1 General

The majority of the line might be described as work in progress. Some portions are closer to completion than others. There are no readily identifiable areas where the work has been completed. Virtually all of the line, including the segments that have not had recent work, will require improvements before they meet FRA Class 1 track requirements.

12.2 Stages of Completion

The following description is a brief generalization of the present condition of various segments of the line. In several locations two to three rail lengths of track, including the crossties, have been removed. These locations and some other short isolated conditions are not itemized.

<i>MP</i>	<i>to MP</i>	<i>Description</i>
2.97	3.26	Under construction, and in various stages of completion.
3.26	3.48	The track has been removed and the grade leveled.
3.48	3.61	Skeletonized track.
3.61	3.77	Ballasted ball full. Needs raise, line, surface and dress. (See Appendix A page 1, MP 3.77)
3.77	4.93	New joint ties installed without ballast.

<i>MP</i>	<i>to MP</i>	<i>Description</i>
4.93	6.85	Most of the newly installed joint ties have been ballasted, but they have not been surfaced with the surrounding track.
6.85	10.15	Portions of this area have had joint tie replacement at consecutive joints and portions have intermittent joint tie replacement. Ballast has been placed around the joint ties in scattered locations. Many of the joints in this segment have new joint ties installed without ballast.
10.15	12.14	No recent track work.
12.14	12.40	Intermittent joint tie renewal. Scattered joints in this segment have new joint ties installed without ballast.
12.40	13.29	No recent joint tie renewal.
13.29	13.39	Intermittent work areas.
13.39	13.66	No recent track work.
13.66	13.90	Intermittent work areas.
13.90	14.39	No recent track work.

12.3 Completion Estimate

The track repairs needed to bring this line up to FRA Class 1 track condition are substantial. It will require reconstruction of the missing track segments, the satisfactory completion of the work in progress, and addressing numerous other items.

On April 25, 2000 YVT is employing one track crew using two backhoe-loaders, an air compressor, and an old Jackson single head tie tamper. For the most part, the day's production consisted of placing ballast around most of the skeletonized joint ties between MP 7.05 and MP 7.60.

To expedite completion, additional equipment and personnel should be utilized. A liner-tamper and a ballast regulator, with experienced operators, could work independently. They could regulate ballast, line, surface, and dress the track while a separate group reconstructs the removed sections and a third crew repairs turnouts and addresses the other items. With the proposed method, it will probably take about ten weeks to complete the work.

13.0 SUPPLEMENT

13.1 General

On May 19, 2000, Mr. Ray Allred of Washington Department of Transportation, Scott Cahill and Will Cahill made a hi-rail inspection over portions of the line, after meeting with Mr. George Inness. The mile post notations in sections 13.2 and 13.3 are derived from odometer reading and contain inaccuracies.

13.2 Stages of Completion

The following description is a brief generalization of apparent changes in specific track segments that have been effected between April 25, and May 19, 2000.

<i>MP</i>	<i>to MP</i>	<i>Description</i>
2.97	7.10	No noticeable change from the previous inspection.
7.10	8.02	The short track segment that had been removed is reinstalled, and many of the previously skeletonized joints now have ballast under them.
8.02	8.95	No noticeable change from the previous inspection.
8.95	9.54	The two short track segments that had been removed are reinstalled. This area is impassable by hi-rail because of ballast stockpiled in the middle of the track. Some skeletonized joints remain.
9.54	10.15	Most of the skeletonized joints have been ballasted.
10.15	12.14	No noticeable change from the previous inspection.
12.14	12.40	The scattered joints that have new joint ties, have been ballasted. One joint tie replacement area has excessive runoff.
12.40	13.66	No noticeable change from the previous inspection.
13.66	13.90	Cleanup around previous work areas has been initiated.
13.90	14.39	No noticeable change from the previous inspection.

13.3 FRA Class 1 Track Inspection

The following list contains some of the FRA Class 1 track defects between MP 10.50 and MP 13.40, found on May 19, 2000. The previously noted turnout defects are not included. Vegetation related defects exist, but are not itemized. Some of the listed defects, such as cross level, are continuous throughout a short segment of track. Other noted defects can be found in multiple nearby locations, and are not included in the list.

<i>Approximate Mile Post</i>	<i>FRA Defect Code</i>
10.75	121.06
10.95	109.02
10.99	63.05
11.08	109.02
11.20	109.03
11.62	127.01
12.20	53.01
12.49	121.06
12.55	109.02
12.65	121.06
12.80	63.05
12.83	109.02
12.87	63.05
13.07	109.02
13.31	Three places with missing crossies

13.4 Completion Estimate

Allowing a days time for the previously described on-site crew and equipment to reinstall the track panels at each of the severed locations between MP 7.00 MP 9.54 and based on April twenty-fifths production rate for ballasting skeletonized joint ties, approximately five to seven day's work has been completed since the previous inspection.

Using additional equipment and personnel as described in section 12.3, it will still take approximately ten weeks to bring the line up to FRA Class 1 track standards.

14.0 PARAMETERS

14.1 Services for Specific Purposes and Clients

This report was prepared for the use of Washington State Department of Transportation, Rail Office.

Consultants prepare reports to meet the specific needs of specific individuals. A report prepared for a civil engineer may not be adequate for a construction contractor or even another civil engineer. Unless indicated otherwise this report was prepared expressly for you and expressly for the purposes you indicated. No party should apply this report for any purpose other than that originally contemplated without first conferring with the consultant.

14.2 Conditions Can Change

This report is based on the observed condition of the locations and items inspected. Any conclusion, estimate, recommendation, or interpretation of this report should not be applied to another area.

Subsurface and structural conditions may be affected as a result of natural processes or human activity. Natural events such as earthquakes, floods, or groundwater fluctuations or construction operations at or near the sites(s) may affect physical conditions thus the continued accuracy and/or adequacy of the report.

Because a report is based on conditions that existed at the time of the inspection, construction decisions should not be based on a report whose adequacy may have been affected by time. Ask the consultant to advise if additional inspections/tests are desirable before construction starts.

14.3 Project-Specific Factors

The scope-of-work did not include all items necessary to definitively answer all questions that may arise. Using information based on components that may be viewed during a relatively short inspection, the consultant applied judgment to render an

opinion about overall conditions. Actual conditions of components not sampled may differ from predictions in the report.

This report does not confirm or deny the absence or presence of any wetlands, hazardous materials, or any environmental concerns on the branch.

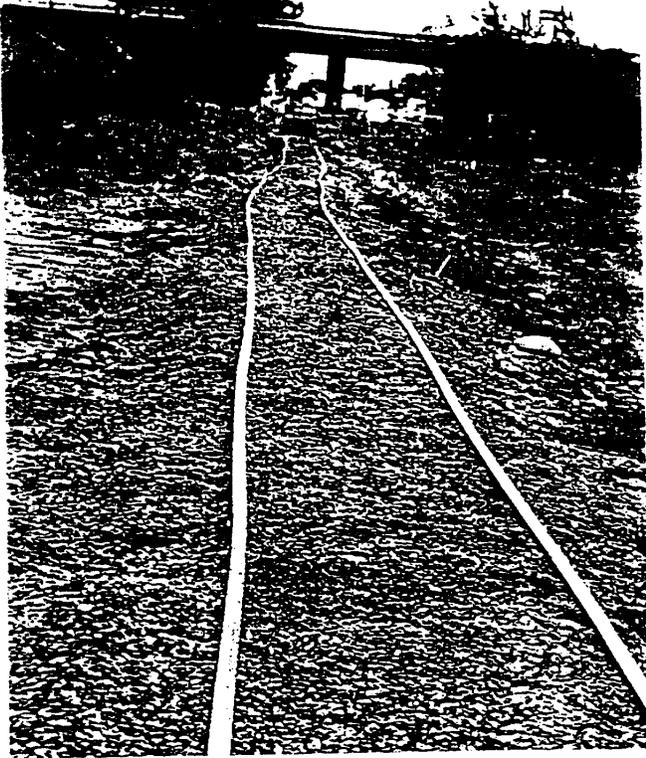
Mile posts and bridge numbers are based on a few in-place mile posts along the right-of-way. Distances were measured by odometer, and should be considered inaccurate.

Inspection of pile, timbers, ties, ballast, rail and other track metallics was visual. No destructive, ultrasonic, or x-ray inspection methods were employed.

Only a cursory inspection was made of the ties, rail and fittings, bridges and other items.

Structural design of the bridges and other factors, can impair visual inspection of some items and/or locations. Defects may have been concealed and therefore omitted from this report.

- END -



MP 3.77



Bridge 4
Bent: 2, Pile 1

05020024

Appendix A, Page 1

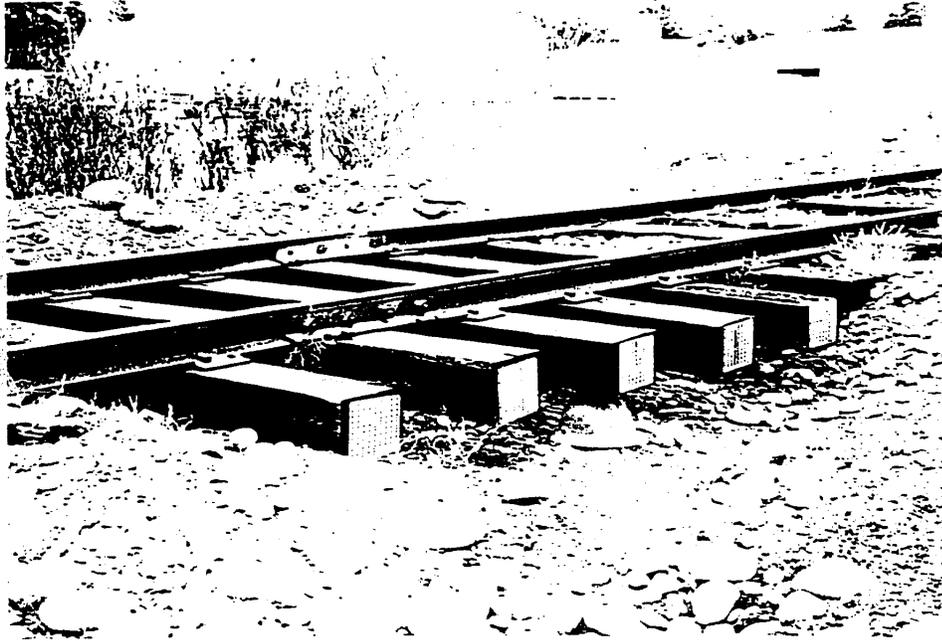
Cahill Inc April 2000
000091



Bridge 4
Bent 3, Pile 1



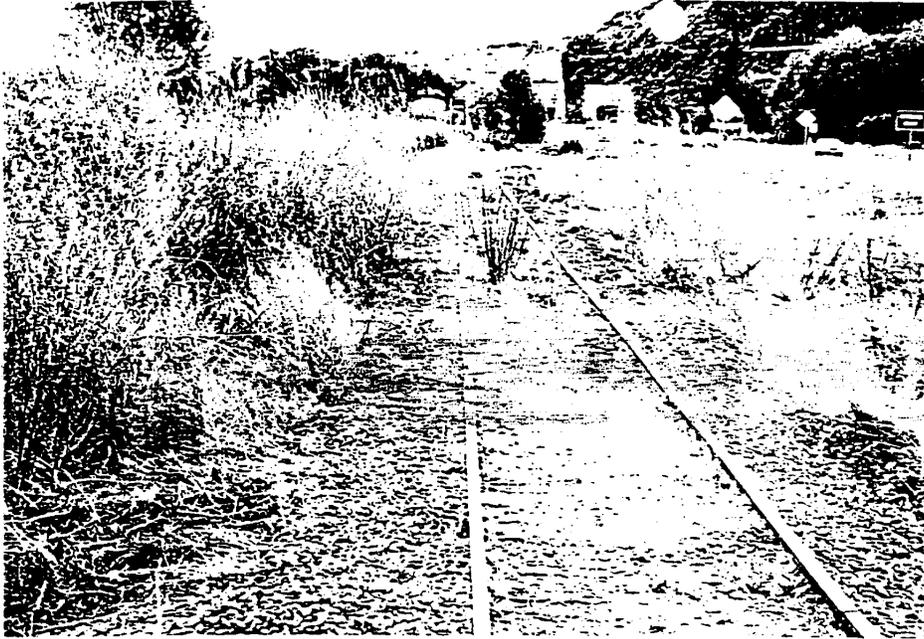
MP 4.00



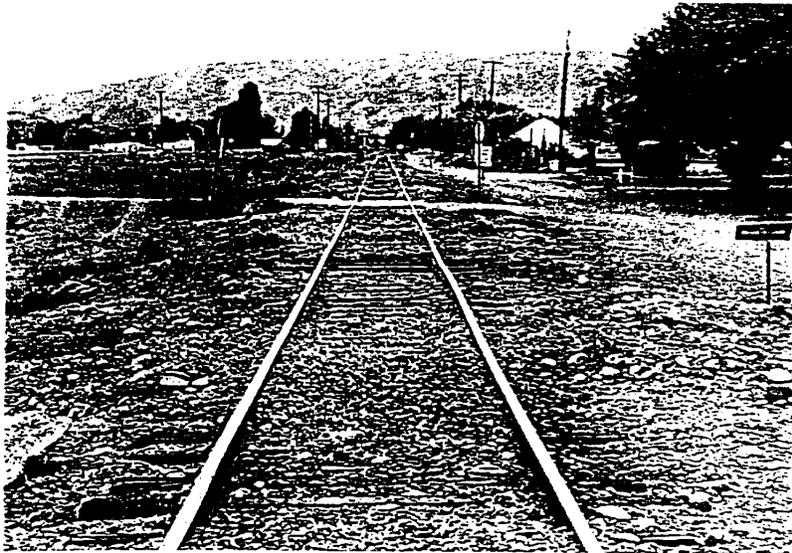
MP 4.95



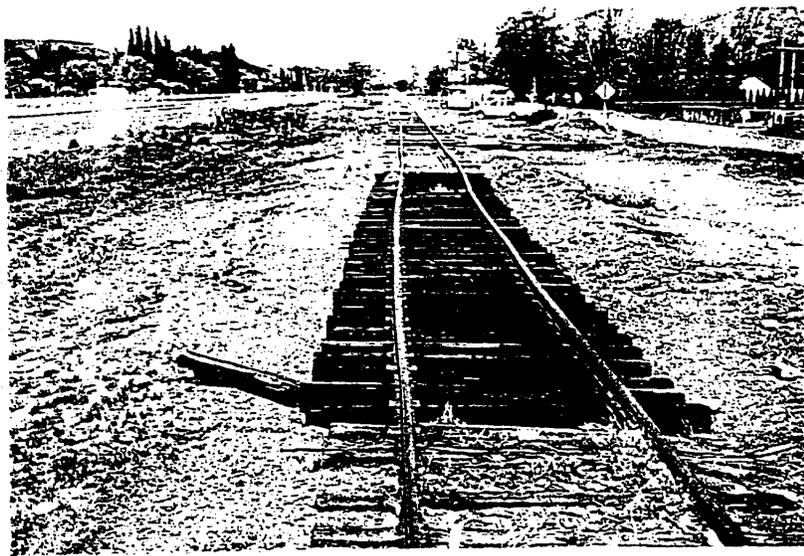
MP 4.96



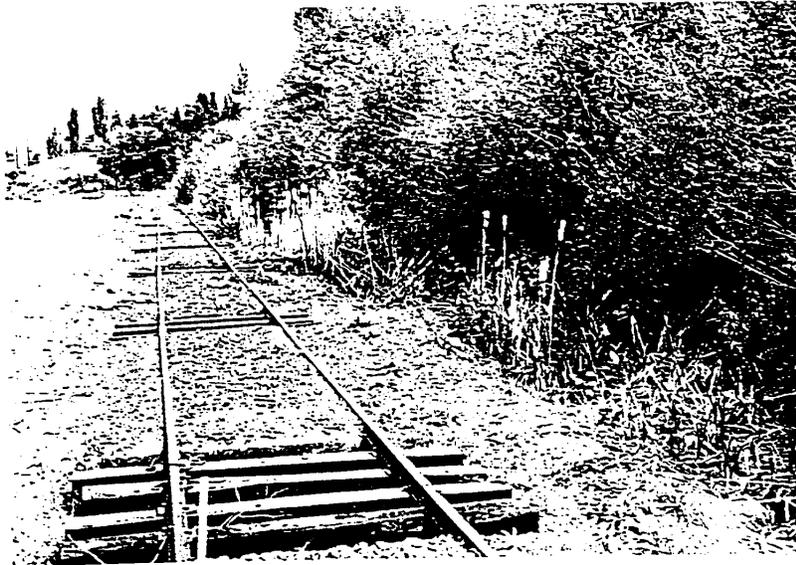
MP 5.17



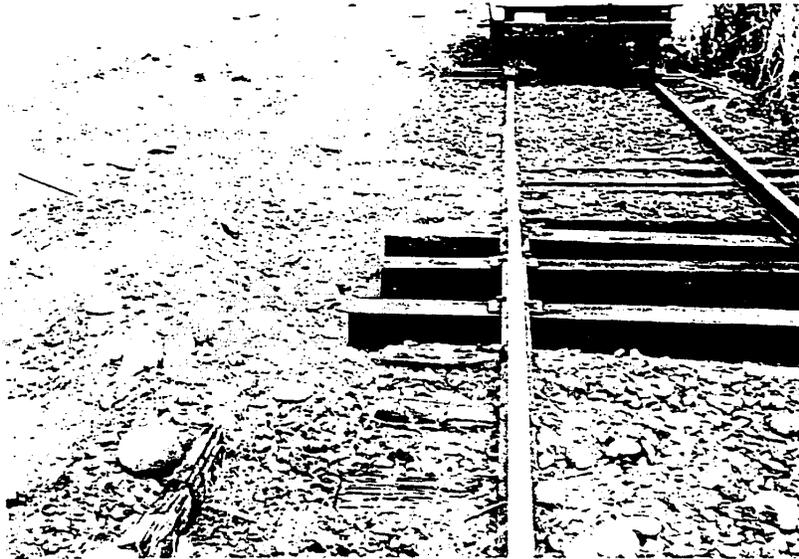
MP 6.06



MP 8.09



MP 9.87



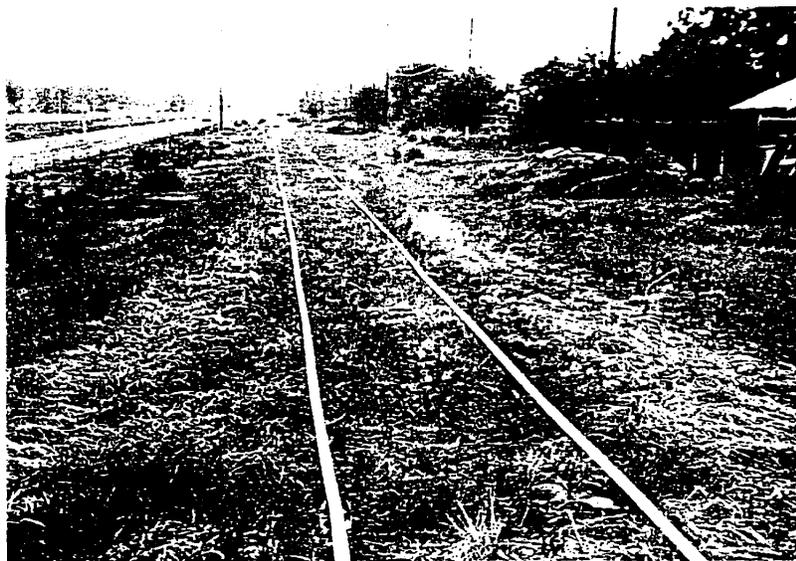
MP 9.95



MP 10.58



MP 10.69



MP 11.55

Turnouts

To comply with the FRA requirements for track Classes 1 through 5, railroads must conduct a monthly walking inspection of each turnout. The following are some of the FRA defect codes from CFR 49 part 213 Track Safety Standards, Subpart D - Track Structure:

§ 213.133 Turnouts and Tack Crossing Generally

- 133.01 Loose, worn, or missing switch clips.
- 133.02 Loose, worn, or missing clip bolts (transit, side jaw, eccentric, vertical).
- 133.03 Loose, worn, or defective connecting rod.
- 133.04 Loose, worn, or defective connecting rod fastening.
- 133.05 Loose, worn, or defective switch rod.
- 133.06 Loose, worn, or missing switch rod bolts.
- 133.07 Worn, or missing cotter pins.
- 133.08 Loose or missing rigid rail braces.
- 133.09 Loose or missing adjustable rail braces.
- 133.10 Missing switch, frog, or guard rail plates.
- 133.11 Loose or missing switch point stops.
- 133.12 Loose, worn, or missing frog bolts.
- 133.13 Loose, worn, or missing guard rail bolts.
- 133.14 Loose, worn or missing guard rail clamps, wedge, separator block, or end block.
- 133.15 Obstruction between switch point and stock rail.
- 133.16 Obstruction in flangeway of frog.
- 133.17 Obstruction in flangeway of guard rail.
- 133.18 Insufficient anchorage to restrain rail movement.
- 133.19 Flangeway less than 1 1/2 inches wide.

§ 213.135 Switches

- 135.01 Stock rail not securely seated in switch plates.
- 135.02 Stock rail canted by overtightening rail braces.
- 135.03 Improper fit between switch point and stock rail.
- 135.04 Outer edge of wheel contacting gage side of stock rail.
- 135.05 Excessive lateral or vertical movement of switch point.
- 135.06 Heel of switch insecure.
- 135.07 Insecure switch stand or switch machine.
- 135.08 Insecure connecting rod.
- 135.09 Throw lever operable with switch lock or keeper in place.
- 135.10 Switch position indicator not clearly visible.
- 135.11 Unusually chipped or worn switch point.
- 135.12 Improper switch closure due to metal flow.
- 135.13 Use of tongue and plane mate where speeds exceed Class 1.

§ 213.137 Frogs

- 137.01 Insufficient flangeway depth.
- 137.02 Frog point chipped, broken, or worn in excess of allowable.
- 137.03 Tread portion of frog worn in excess of allowable.
- 137.04 Use of flange bearing frog where speed exceeds that permitted by Class 1.
- 137.99 Severe frog condition not otherwise provided.

§ 213.139 Spring Rail Frogs

- 139.01 Outer edge of wheel contacting side of spring wing rail.
- 139.02 Toe of wing rail not fully bolted and tight.
- 139.03 Ties under or wing rail not solidly tamped.
- 139.04 Bolt-hole defect in frog.
- 139.05 Head and web separation in frog.
- 139.06 Insufficient tension in spring to hold wing rail against point rail.
- 139.07 Excessive clearance between hold-down housing and horn.

§ 213.141 Self-Guarded Frogs

- 141.01 Raised guard worn excessively.
- 141.02 Frog point rebuilt before restoring guarding face.

§ 213.143 Frog Guard Rails and Guard Faces; Gage

- 143.01 Guard check gage less than allowable.
- 143.02 Guard check gage exceeds allowable.
- 143.03 Cracked or broken guard rail.

Other defects found in the turnouts.

§ 213.37 Vegetation

- 37.08 Excessive vegetation in toepaths and around switches where employees are performing normal trackside duties.

§ 213.109 Crossties

- 109.02 No effective support ties within the prescribed distance from a joint.

§ 213.121 Rail joints

- 121.03 Center cracked or broken joint bar.
- 121.08 Loose joint bars.

- End FRA Quote -

YVT

0502002A

Appendix A Page 9

000099

Chubb Inc April 2000

Turnout Inspections

The following turnouts were inspected on April 25, 2000, and found to have FRA Class 1 defects. The parentheses indicate the quantity, if there is more than one defect of the same type.

<i>Approximate Location</i>	<i>FRA Defect Code</i>	<i>Approximate Location</i>	<i>FRA Defect Code</i>
MP 6.71	133.08 (4) 133.12 (2) 133.13 121.08	MP 14.29	133.07 (2) 133.13 135.07
MP 7.01	121.08 37.08 133.08 (4) 135.06		
MP 7.03	121.08 109.02 133.08 (6) 133.13		
MP 7.04	133.08 (2)		
MP 7.94	133.08 (7) 109.02		
MP 10.85	133.08 (10) 109.02		
MP 12.06	133.08 (10) 135.06		
MP 13.57	133.08 (7) 133.13 (2)		
MP 13.72	133.01 133.07 (3) 133.08 (5) 133.11 133.12 133.13 (2) 121.08 (7)		
MP 13.74	133.01 133.07 133.08 (7) 135.07 121.08 (2)		



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EXHIBIT F



**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 14, 2003

Kevan T. Montoya
Velikanje, Moore & Shore, P.S.
405 East Lincoln Avenue
PO Box 22550
Yakima, WA 98907-

Dear Mr. Montoya:

In response to your request for records dated March 13, 2003, enclosed are the records requested:

- Tab 1 – Records regarding “all potential use and profitability of the Naches Rail Line in the future”.
- Tab 2 – No information available.
- Tab 3 – Records regarding “all studies of the amounts it would cost to repair the Naches Rail Line”.
- Tab 4 – Records regarding “all payment of attorney’s fee to attorneys to advise the Department of Transportation on any litigation or legal issues related to the Naches Rail Line”.
- Tab 5 – Records regarding “all agreements between the State of Washington and anyone else regarding the payment of judgment liens or expenses to repair the Naches Rail Line”.

With this package, your request for records dated March 13, 2003 is complete.

If you have any questions you may contact me at (360) 705-7734.

Sincerely,

Marta Carlo
WSDOT Records Management

Enclosures
Cc: Ray Allred, Rail Office

APR 16 2003 000101

Table 5
REHABILITATION COST ESTIMATE
 Naches to Yakima
 (Class II Operation)

Cost Items	Miles	Unit Quantity	Unit	Unit Cost	Total Cost
Materials					
Rail, 100 lb., Relay	10.56	176.0	Ton	\$185	\$343,834
Joints, 100 lb., S.H.	10.56	270	Each	12.00	34,214
Tie Plates, S.S., S.H.	10.56	6,000	Each	1.50	95,040
Rail Anchors, S.H.		45,619	Each	0.75	34,214
Bolts and Nutlocks, New		11,405	Each	2.60	29,653
Turnouts		22	Each	5,000	110,000
Crossties, S.H.		6,336	Each	11.50	72,864
Switch Ties		17	MBM	750.00	12,525
Spikes, New		634	Keg	67.00	42,478
Ballast	10.56	400	Ton	13.00	54,912
Crossing Boards	--		L.F.	\$40.00	
Tie Plugs		203	BDS	25.00	5,075
SUBTOTAL MATERIAL COST					\$834,809
Labor Costs					
Unload Ties		6,336	Each	\$1.00	\$6,336
Unload Ballast		4,224	Tons	1.00	4,224
Unload Rail	10.56		Mile	2,000	21,120
Install Switchties		16.7	MBM	790.00	13,193
Install Rail	10.56		Mile	60,000	633,600
Install Turnouts		22	Each	7,000	154,000
Timber and Surface	10.56		Mile	19,548	206,427
SUBTOTAL LABOR COST					\$1,038,900
Washington State Taxes on Material and Labor @ 7.5 %					\$140,528
REHABILITATION COST (Material, Labor, and Taxes)					\$2,014,237
TOTAL REHABILITATION COST					\$2,014,237

NOTE: Unit values current as of --> December, 1992
 SOURCE: Wilbur Smith Associates

000102

FAX

Date *Friday, January 26, 2001*
11:55 AM

Number of pages including cover sheet *6*

TO: *Mr. John Hood*

Phone
Fax Phone *(509) 965-9797*

FROM: *Will Cahill*
Cahill Inc
P.O. Box 145
Amboy, WA
98601

Phone *(360) 247-5600*
Fax Phone *(360) 247-5600*

CC:

REMARKS: *Urgent* *For your review* *Reply ASAP* *Please Comment*

RE: *Naches Branch*

John,

I worked the material comps for the Class 1 rehab and the track construction separately.

Attached is the first draft of each.

Will

000103

DRAFT

Naches Branch Reconstruct Missing Track

Date. _____

MP 3.27 to MP 3.56

To replace approximately 1,540 feet of removed track

Geotextile Fabric	Placed	0	@	_____	Foot	\$0.00
Ballast						
7,920 NT ballast per mile (assumed ballast = 1.5 nt per cu yd)		0.291 miles				
	NT ballast placed	2,657	@	_____	NT	_____
Crossties						
0.291 miles @ 22 ties per 39 ft.		946				
	New crossties	946	@	_____	Each	_____
Bridge # 3						
	59 New Bridge ties	3,147	@	_____	MBM	_____
Spikes						
946 crossties @ 4 spikes per tie		3,783				
59 bridgeties @ 6 spikes per tie		354				
	Kegs of new track spikes	22	@	_____	Keg	_____
Plates						
946 crossties @ 2 plates per tie		1,891				
59 bridge ties @ 2 plates per tie		118				
	Relay tie plates	2,009	@	_____	Each	_____
Anchors						
350 feet @ 16 rail anchors per panel		144				
rail anchors for the turnout		0				
anchors for Bridge approach		288				
	Relay rail anchors	432	@	_____	Each	_____
Bars						
290 pair joint bars per mile		0.291 miles				
	Relay joint bars	84	@	_____	pair	_____

DRAFT

Naches Branch Class 1 Rehab

Date _____

MP 3.56 to MP 14.33

main line only, does not include any spurs or sidings

Geotextile Fabric	Placed	0	@	_____	Foot	\$0.00
Ballast	(assumed ballast = 1.5 nt per cu yd)					
	MP 3.21 grade crossing	8.62	NT			
	skeletonized track	365.70	NT			
	hanging crossties	1,794.28	NT			
	tie installation	19.67	NT			
	surfacing	4,391.28	NT			
	NT ballast placed	6,579.55	@	_____	NT	_____
Crossties	install crossties	74				
	install crossties	7				
	New crossties	81	@	_____	Each	_____
Replacement switch ties	23 New switch ties	1.370	@	_____	MBM	_____
Track spikes	spikes for servicing joints	3,034				
	gauge and spike	500				
	81 crossties @ 4 spikes per tie	324				
	3 rail changeout @ 38 spikes ea	114				
	20 crossties @ 6 spikes per tie	120				
	23 switch ties @ 14 spikes per tie	322				
	MP 3.21 grade crossing	195				
	Kegs of new track spikes	24	@	_____	Keg	_____
Tie Plugs		8	@	_____	Bundle	_____
Tie plates	10 crossties @ 2 plates per tie	20				
	switch ties @ 2 plates per tie	0				
	switch ties @ 4 plates per tie	0				
	Relay tie plates	20	@	_____	Each	_____

DRAFT

000106

DRAFT

Naches Branch Class 1 Rehab

Date _____

Rail anchors						
	feet @ 16 rail anchors per panel	0				
	rail anchors for the turnout					
	anchors for Bridge approach					
	Relay rail anchors	0	@	_____	Each	\$0.00
Joint bars						
	pair joint bars	10 pr				
	pair comp bars	22 pr				
	Relay joint bars	10	@	_____	Pair	_____
	sets of comp bars	11	@	_____	Set	_____
Track bolts with nut and washer						
		4 bolts per pair of bars				
	Bolts for servicing joints	1326				
	Washers for servicing joints	1915				
	Bolts for frog installation	16				
	Washers for frog installation	16				
	Bolts for MP 3.21 grade crossing	32				
	Washers for MP 3.21 grade crossing	32				
	New washers	2,091	@	_____	Each	_____
	Kegs of new track bolts	16	@	_____	Keg	_____
Rail						
	Rail changeout	3 each 66 MKT from inventory				
	Rail	0.00	@	_____	NT	\$0.00
Switch material						
	Reconditioned 66 MKT frog	1				
	Frog	1	@	_____	Each	_____
MP 3.21 Grade crossing						
	crossties	12	@	_____	Each	_____
	112 RE to 90 RB comp bars (8 bars)	2	@	_____	Set	_____
	field welding kits	2	@	_____	Each	_____
	tie plates	38	@	_____	Each	_____
	112 RE rail	1	@	_____	Each	_____

DRAFT

000107

DRAFT

Naches Branch Class 1 Rehab

Date _____

Grade crossing signals

Signal materials 2 @ _____ Each _____

Labor & Equipment

Crosstie installation 81 @ _____ Ea. _____

Switch tie installation 23 @ _____ Ea. _____

Frog installation 1 @ _____ Lump Sum _____

Rail changeout 3 @ _____ Ea. _____

Bar installation 22 @ _____ Pr. _____

Service joints 8.39 @ _____ Mile _____

Gage and spike 150 @ _____ Trk. Ft. _____

MP 3.21 grade crossing 1 @ _____ Lump Sum _____

weed and grass removal 10.66 @ _____ Mile _____

 cut brush 700 @ _____ Lin. Ft. _____

 ditching 1,531 @ _____ Lin. Ft. _____

 Surfacing 56,285 @ _____ Trk. Ft. _____

Crossing signal repairs 2 @ _____ Ea. _____

Total _____

Defective Switch Ties	
EA	Length
3	9
9	10
4	11
1	12
1	13
1	14
3	15
1	16

DRAFT

000108

TO: RICHARD TAYLOR ^{Ray}

WSA - COLUMBIA, SC
FAX: 803 / 251-2922

FROM: RUSSELL ABBOTT - (904) 295-3954

Richard:

I had a free day on Saturday so I looked at the project from YAKIMA to NACHES.

Since last time, about one year to 18 months, the following has changed:

- 1) Ballast has been spread in the cribs of the new ties.
New ties only!
- 2) Track is now complete on the Naches end. It has not been surfaced.
- 3) New timber planks have been installed on a road crossing into a strip mall, 2nd crossing east of N. 40th Ave. (ramp to US12).
- 4) I don't have my old notes so this may not be right!
A new concrete road crossing has been installed for "Lakeside Ct.", 1st crossing east of N. 40th St.

000103

The following work still needs to be done:

- 1) Track is not complete west of the west edge of N. 40th St. Ave. to the east end of bridge #3, about 1,000 T.F.
- 2) Track is not complete from the west end of bridge #3 for about 300 T.F.
- 3) It appears that no material is left at the job site. Except for a few scrap rails.
- 4) Need to spread 300 to 500 tons of ballast per mile for a 1" to 2" track lift.
- 5) Must surface the entire track. Work through private crossings but not public.

Pictures to follow in about 2 weeks.

Russell 6/3/01

NOTE: ON 7/13/01, I spoke with Russell Abbott via telephone and he SAID that to complete the Rehab and Re-lay the TRACK AT 40th Ave in YAKIMA IT WOULD COST ABOUT \$200,000 TO BRING THE LINE UP TO FRA CLASS I.

FOR THE BRIDGES ON THE LINE - RUSSELL SAID 2 SMALL WOODEN BRIDGES MIGHT NEED SOME REPAIRS - ONE IS A 20-30' WOOD BRIDGE. EVEN THE BRIDGE TOWER CAPED AT THE SCENIC CORNER AND THE OTHER IS A 20' TO 30' BRIDGE OF STEEL AND TUBES BY THE WATERFALL. PLEASE

000110
TOTAL P.02

YAKIMA TO NACHES, WA.

AMERI-GAS TO END-OF-TRACK

WILBUR SMITH ASSOCIATES
COLUMBIA, S.C.
APRIL 1998

000111

NACHES BRANCH

1. First inspection was April 1998 with Richard Taylor. The second inspection was Oct. 1999. This inspection was to answer the question of how many new crossties the contractor had installed. He had placed 3,761 as of 10/25/99. The last inspection was June 2, 2001 to see what additional work had been done since the last inspection. Ballast had been added to most new crosstie areas (Cahill page 20, est. 70% done) and the track at Naches was completed. WSA never had track charts or valuation maps to work from. The Cahill inspection shown in appendix "A" looks to be accurate. However, I question the approach on some work items.
2. In "A" page 29, who will retain ownership of purchased equipment: gondola at 10K, bolt machine at 5K, drill at 3.5K, saw at 2.5K, spiker at 8.5K, and hand tools at 5K? Usually, the contractor has his own equipment and tools.
3. Also, on page 29, the Railroad Labor budget is \$80,000 for rehabilitation of the track. This equates to around 400 man-days. For the project length of four months (Cahill page 31) this is 5-railroad people full time. This does not include the 8 inmates for 18 weeks.
4. Can inmates from Yakima County work in Othello, which is in Adams County?
5. Need to add weed spray. Weeds are now 3 to 4 feet high. This makes any detailed inspection of the track impossible. Cahill page 14 has "The cost estimate includes the mechanical removal of vegetation" which is not clear to me. I see no line item for cost.
6. Size of rail to be relocated is 85# ASCE (Cahill "A" page 35). Who gets ownership of this rail? What about rail for future replacement of broken rails?
7. Repair of two grade crossing signals is Labor at 7K and Material at 3K which is "a rough estimate" (Cahill page 27). This could be a very large number. How about relief from the State (WUTC) to remove?
8. On "A" page 31 it shows Total NT ballast is 9,319.71 but only Initial placement of 6,300 is priced out. I don't understand. Also, for track to be rebuilt just west of 40th St. a length of 1,500' (Cahill page 2) he has on "A" page 31, 2,657NT of ballast. From AREA (now AREMA) for an 8' 6" crosstie and a 6" ballast depth you need 46CY per 100 feet of track. On average each CY of ballast is equal to 1.2NT. So, for 1,500' of track you would need (46*15*1.2) or 828NT of ballast. For 12" ballast depth you need 1,440NT vs. 2,657NT in the estimate.
9. What about secondhand crossties from the project at Taunton?
10. No road crossing work in the estimate.

Russell Abbott
Wilbur Smith Associates
8/7/01

000112

JUN. -04'

P. 002

Yakima to Naches, WA

Preliminary

This estimate is being furnished based on only a limited spot check of the property with no hi-rail trip, and no track chart. The Washington central Railroad timetable shows that "Yakima MP3.2 to Naches MP13.1(end of track)" is excepted track which means that it will not meet the minimum FRA Track Safety Standards for class I. The estimate is based on reworking the 10.6 miles of 66lb rail.

Phase I

- 1) Material to replace broken rail joints = \$ 15,900
(50 ea/mile x 10.6 miles x \$30)
This track is probably former Northern Pacific and the 66-lb rail may be unique and replacement rail joints may not be available.
- 2) Replacement track bolts = \$ 1,060
(2 kegs/mile x 10.6 x \$50)
- 3) Labor to replace broken rail joints and tighten bolts = \$ 7,950
- 4) Spot in FRA class 1 minimum ties of 5 per rail(800/mile) = \$ 508,800
Includes labor and material
- 5) Crib (dig out between the crossties) = \$ 5,000
- 6) Smooth track with no additional ballast = \$ 37,100
- 7) Road crossing work = 0
\$575,810

Phase II

- 1) Material to replace all 10.6 miles of 66-lb rail = \$ 502,440
This cost is highly variable and depends on who furnishes the rail. In the calculations, 90-lb rail was assumed at 158 N.T./mile.
- 2) Other track material = \$ 114,480
- 3) Labor to install rail = \$ 318,000
- 4) Ballast = \$ 108,438
- 5) Surface track with single pass = \$ 42,400
\$1,085,758

000113

Post-It Fax Note	7671	Date	6-4	# of pages	1
To	Ray Allred	From	R Taylor		
Cx./Dept.		Co.			
Phone #		Phone #	(803) 251-2040		
Fax #	(360) 705-6821	Fax #			



**WILBUR
SMITH
ASSOCIATES**
ENGINEERS • PLANNERS



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FACSIMILE TRANSMISSION

FAX (919) 832-8798

E-MAIL: wsaral@wilbursmith.com

TO: Ray Allred
OF: WSDOT
FAX NO.: (360) 705-6821
SUBJECT: Naches
FROM: R. Taylor

DATE: 6/8/98
NO. OF PAGES: 1
(INCLUDING COVER SHEET)
JOB NO.: 230702

B/C 471 cars = 0.98 (include rail replacement)

B/C 471 cars, phased rehab = 1.07*

B/C 600 cars = 1.13 (include rail replacement)

B/C 600 cars = 1.29, phased rehab*

* replace 2 miles during initial year and then
1 mile per year for 8.6 years

original to be mailed: YES NO

000114

NACHES BRANCH

1. First inspection was April 1998 with Richard Taylor. The second inspection was Oct. 1999. This inspection was to answer the question of how many new crossties the contractor had installed. He had placed 3,761 as of 10/25/99. The last inspection was June 2, 2001 to see what additional work had been done since the last inspection. Ballast had been added to most new crosstie areas (Cahill page 20, est. 70% done) and the track at Naches was completed. WSA never had track charts or valuation maps to work from. The Cahill inspection shown in appendix "A" looks to be accurate. However, I question the approach on some work items.
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5. Need to add weed spray. Weeds are now 3 to 4 feet high. This makes any detailed inspection of the track impossible. Cahill page 14 has "The cost estimate includes the mechanical removal of vegetation" which is not clear to me. I see no line item for cost.
6. Size of rail to be relocated is 85# ASCE (Cahill "A" page 35). Who gets ownership of this rail? What about rail for future replacement of broken rails?
7. Repair of two grade crossing signals is Labor at 7K and Material at 3K which is "a rough estimate" (Cahill page 27). This could be a very large number. How about relief from the State (WUTC) to remove?
8. On "A" page 31 it shows Total NT ballast is 9,319.71 but only Initial placement of 6,300 is priced out. I don't understand. Also, for track to be rebuilt just west of 40th St. a length of 1,500' (Cahill page 2) he has on "A" page 31, 2,657NT of ballast. From AREA (now AREMA) for an 8' 6" crosstie and a 6" ballast depth you need 46CY per 100 feet of track. On average each CY of ballast is equal to 1.2NT. So, for 1,500' of track you would need (46*15*1.2) or 828NT of ballast. For 12" ballast depth you need 1,440NT vs. 2,657NT in the estimate.
9. What about secondhand crossties from the project at Taunton?
10. No road crossing work in the estimate.

Russell Abbott
Wilbur Smith Associates
8/7/01

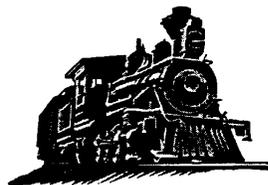
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**Washington State Department of Transportation
Rail Division**

Naches Branch

Track Analysis

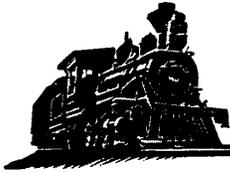
prepared by:



Cahill Inc.

P.O. Box 145
Amboy, WA 98601

000116



Cahill Inc.

P.O. Box 145
Amboy, WA 98601

April 17, 2001

Mr. Kent L. McHenry, P.E.
Transportation Manager
Yakima County Public Works Department
128 N. Second Street
Room 408 Courthouse
Yakima, WA
98901-2614

Attn: Mr. McHenry

Per your request a FRA Class 1 track analysis of the Naches Branch is inclosed.

Because of your efforts, along with those of Mr. John Hood and Mr. Ray Allred, significant reductions have been made in the cost estimate.

Completion of the work outlined in the report should make the track serviceable for the anticipated traffic. After the initial work, the normal track maintenance costs can be expected to be an acceptable percentage of the revenue. Thus making the line a viable shortline operation.

Please feel free to call with any questions regarding this report. We stand ready to assist you with the further development of the cost estimates, track rehabilitation planning, construction specifications, or other track related items.

Sincerely,

Will Cahill

WC/jc

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1.0 Introduction

Mr. Kent McHenry, Yakima County transportation manager, requested that Cahill Inc. inspect the main track of the Naches branch. The report is to include a list of Federal Railroad Administration (FRA) Class 1 track defects, define the repairs needed, and an estimate of the cost to take the track from its present state to a FRA Class 1 condition. Additionally, the report is to include the repairs and associated costs to attain a FRA Class 2 track structure.

The estimated costs are to be based on using rail, plates, and joint bars from the Taunton siding. The crossties, switch ties and bridge ties for the project are to be donated by Layman Lumber, other materials are to be purchased. The estimate is based on a combination of Yakima County personnel and equipment in conjunction with offender labor in addition to personnel and equipment supplied by the county's rail operator.

January 16, 17, and 18, 2001, Will Cahill made a hi-rail inspection of the line, and walked the turnouts and other selected locations. January 16 he was accompanied by John Hood of the Toppenish, Simcoe, and Western Railroad. January 17 he was accompanied by Finn Posner of Washington State Department of Transportation, Rail Office and John Hood.

2.0 Track Identification

2.1 General

Unless stated otherwise, the information in this report pertains to the main track. Bridge inspections have been performed by others and are not part of this report. The only bridge work included in the estimates is the replacing of the bridge ties on bridge number 3.

The mile post locations referenced in this report are based on odometer readings from

the in-place mile posts. Some of the mile posts are missing, and corrections for odometer error could not be made on a mile by mile basis. The odometer derived locations contain inaccuracies, and are for general orientation. They should not be used for construction or other purposes.

For convenience this report assumes MP 3.00 is East and MP 14.33 is West. The right and left sides of the tracks can be found by standing between the rails and looking toward the larger mile post (West). The right and left sides of an individual turnout can be identified by standing between the rails, in front of the points, and looking toward the frog.

In the MP 3.00 to MP 14.23 segment, the main track and all of the turnouts in the main are included in the report. The sidings and spur tracks are not included. For example, the Gleed turnouts are incorporated in the report, but beyond the long switch ties, the tracks parallel to the main were not inspected. The repair estimates do not include the MP 14.23 to the end of track at MP 14.33 area. It is partially buried in wood chips making a determination of condition inconclusive.

2.2 Line Segments

There are four basic areas of interest.

- MP 3.00 to 40th Street.
- The approximately 1500 feet of removed track just west of 40th Street.
- MP 3.48 and Naches, MP 14.23
- MP 14.23 to MP 14.33 (end of track) is not included in estimates.

2.3 Inspection Conditions

At this time the Naches branch is not passable to train traffic. The removed track segment isolates the majority of the line from the general railroad system of transportation. If it were connected the remainder of the line would still be unable to support revenue service because of the poor track condition.

At the time of inspection, the west half of the line lay under intermittent patches of snow of varying depth. This makes defect detection difficult and tie inspection almost impossible. A quick re-inspection of the MP 13.68 to MP 14.23 segment was made on February 8, 2001.

There are track segments with light to moderate vegetation in the ballast area. In these areas certain defects are difficult to detect. In other segments the weeds and grasses are so dense that it is virtually impossible to see the rails, fittings and ties. Until the dense vegetation is removed, a realistic inspection of those areas is virtually impossible.

It can be said with certainty, that the line has FRA Class 1 defects that are not listed in this report.

3.0 Rail Traffic

3.1 General

Initially the annual gross tonnage is expected to be relatively small. The amount and frequency of traffic on individual sidings and spurs may vary greatly. They are not addressed in this report.

The higher the annual gross tonnage, the more it costs per mile, per year, to maintain track. Track maintenance planners generally agree that based on equal amounts of rail traffic; the better the track, the less it costs to maintain.

Most of the estimated repair costs are necessary just to make the line passable. Even as excepted track, the FRA requires the approaches to bridges and grade crossings to meet FRA Class 1 track standards. Many of the remedial actions listed are necessary regardless of the class of track. In this report, the track rehabilitation cost estimates are based on a solid FRA Class 1 track structure. This is often considered the minimum economical class of track for rail traffic.

3.2 Incremental Increases

A large increase in track utilization, or the introduction of 286 k cars, would necessitate a revision of the track rehabilitation costs to reach an equally sustainable track structure.

From operational, maintenance-of-way, economic, safety, and customer satisfaction perspectives, a minimum of an FRA Class 1 track condition should be achieved prior to the introduction of rail traffic. Not only will it reduce the total cost per ton of traffic by several percentage points, it will promote safety and would avert operating the line in a perpetual crisis mode.

4.0 Track Rehabilitation Economics

4.1 General

The following criteria are used to determine the recommendations in this report.

4.2 Track Rehabilitation Program

4.2.1 PURPOSE

The purpose is to develop a realistic plan that results in a track structure that will meet the FRA requirements and support the anticipated rail traffic. The program solely addresses immediate track maintenance requirements.

4.2.2 SCOPE

The scope of the plan includes expenditures related to improvement, new construction, and maintenance of the existing track structure. The cost estimates are for reintroducing rail traffic, and do not include long-term maintenance planning.

4.3 Methodology

4.3.1 LIFE CYCLES

The track rehabilitation plan includes the replacement of many items that are at,

or very near, the end of their useful life cycle. Average replacement cycles for all major maintenance component categories such as ballast, crossties, rails, etc. are used. Based on these cycles¹, the average annual maintenance expense in terms of labor, material, and equipment may be determined. The rehabilitation program will prevent near-term, excessively higher than normal track maintenance costs, after the introduction of the proposed revenue traffic.

4.3.2 PRIORITIZE

Based on projected traffic levels and inspection reports, establish priorities for various components of individual track segments.

4.3.3 DEFINE WORK

Separate the track rehabilitation work from routine maintenance items. Routine maintenance will be necessary when traffic is resumed. The cost of future routine maintenance is not included in the cost estimates.

4.3.4 REVIEW

As new shipper information is developed, the rehabilitation project should be reviewed. The costs refined and project updated, based on the total work to be accomplished.

4.4 *Economic Design Criteria*

4.4.1

Regardless of how profitable a line segment promises to be, no expenditure over the absolute minimum is justifiable when of itself, it is not a profitable investment.

4.4.2

Conversely, an increase of expenditure that is profitable of itself should always be considered.

4.4.3

The exception to the above is that no additional expenditure is wise that endangers completion of a project with the funds available.

¹ Forecasted renewal cycles are not the sole source of information used for establishing the track rehabilitation items and quantities. Component conditions developed from field inspections are incorporated to develop a well balanced rehabilitation project.

4.4.4

Unless the traffic volume can be predicted quite exactly, it is often best to postpone an expenditure if it can be done without greater loss².

4.4.5

Other considerations that should be taken into account are; increases or reductions in operational flexibility, public safety, and any other regulatory requirements affecting the proposal.

5.0 Basic Track Structure

5.1 General

The load from the wheels is applied to the rail. The rail is basically a wearing surface with a small amount of girder strength. The bulk of the live load from an axle is distributed unequally among five ties. The rail transfers the load to the tie plates, which in turn transfer the load to the crossties at a reduced pounds per square inch. The crossties transfer the load to the ballast. The load is then transferred to the subgrade via the sub-ballast.

When an individual component in the load transferring chain of structural members deteriorates to a point where it supports less than its portion of the applied load, the load is shifted to adjacent members. Tests have proven that the failure of any one item to perform correctly, greatly increases the rate of deterioration of other portions of the structure. Uncorrected, the rate of deterioration will continue to accelerate.

5.2 Example

An easy visualization of the phenomena, could begin with a loose track bolt. This will allow the joint bar to squirm under dynamic load causing additional bolts in the same joint to loosen. At this point the amount of vertical rail end movement, under load, has noticeably increased. Even at very low track speeds, the rail ends are pounding the tie

² Because deferred maintenance of some track components may geometrically increase the amount of maintenance required, items and specific repairs are evaluated on an individual basis.

plate with sufficient force to mechanically crush the wood fibers under the affected tie plate. As the joint ties crush under load, the amount of deflection increases, and the greater the amount of load applied to the adjacent crossties. When the load exceeds the fiber strength of the adjacent ties they begin to crush. There are now three defective ties under the joint. With even less accumulated tonnage the group becomes five consecutive non-load-supporting ties. A nest of five defective ties causes unequal loading of the ballast, which in turn applies an out of balance load to the subgrade.

Under load, the less than fully supported rail joint deflects downward. Usually the point of greatest movement is at the middle of the defective tie group, allowing the moving wheel to gradually travel downward, then abruptly begin moving upward. At speeds as low as ten miles per hour, spring action will occur on one side of the truck. First one end of the car rocks, and then the other. This creates a hopping motion, which applies measurable impact loads to the structure. Depending on train speed, location of defect, and length of the car, this higher than normal load may pound the crossties, ballast and subgrade in several locations before the car quits rocking. It is not uncommon for a short section of track, several car lengths from the original defect, to be pounded out of crosslevel. When this happens, the new defect creates another set of harmonics in the car and more surface deviations will occur in previously unaffected areas of the track.

This condition can be found at numerous locations throughout the branch. It occurs primarily in the segments containing 66 pound rail.

5.3 Conclusion

It is generally accepted that the most economical method of track maintenance is an ongoing year to year repair/replacement program. The sooner a deteriorating member is replaced, the less adverse affect it has on nearby load supporting components. If it is not replaced, the accumulative affect will shorten the life cycle of other components, in a continually expanding radius. In short, the less tonnage over a deficient area prior to the completion of repairs, the fewer repairs required.

To sufficiently maintain the anticipated customer's inventory of raw materials, or move the shipper's products to market, the trains must operate in a timely manner. The logical way to ensure sufficient track capacity, is to eliminate the majority of track deficiencies prior to introducing the increased traffic. This will allow track maintenance personnel to effectively address the newly developing track deficiencies.

It appears that track maintenance, on the Naches branch, was deferred until the accumulated defects made the line impassable to traffic. To reintroduce rail traffic on the line, without violating FRA track safety regulations, the defects must be corrected.

6.0 Federal Railroad Administration

6.1 General

The following is included to show some of the requirements governing U.S. common carrier freight railroads. The selected excerpts may or may not contain a specific item in its entirety.

Code of Federal Regulations 49, parts 200 to 399 contain the federal rules governing the operations of railroads. (CFR quotes are preceded by § Part number.)

§ 213.1 Scope of part.

This part prescribes initial minimum safety requirement for railroad track that is part of the general railroad system of transportation.....

END QUOTE

The way the track safety standards are written, the specifications are the bare minimum acceptable levels per item. In other words, the FRA has set the condemning limits, not the condition, railroads should aspire to maintain.

For example a typical rail joint in Naches branch, has 4 hole joint bars. The FRA Class 1 track standards state that each joint must have one tight bolt per rail. So, if they are correctly tightened, a pair of bars with two or three bolts may pass. Thermal forces and traffic produce higher stresses in a single bolt, increasing its chance of breaking. The moment the bolt breaks, the segment of track is no longer Class 1. The same is true for maintaining the minimum number of ties, etc.

The class 1 estimate includes only those bolts necessary to meet the FRA Class 1 track standards.

To meet FRA Class 2 track standards, the four hole joint bars must have all four bolts functioning properly. The class 2 estimate includes enough bolts to meet the FRA Class 2 track standards.

6.2 Classification of Track

The FRA classifies track by the type and frequency of deviations and defects. Track operating speeds are established per grouping of defined deviations and defects.

CFR 49 Part 213 Subpart A

§ 213.9 Class of track: operation speed limits.

(a) Except as provided in paragraphs (b) of this section and §§ 213.57(b), 213.59(a), 213.113(a), and 213.137(b) and (c), the following maximum allowable operating speeds apply:

Over track that meets all of the requirements prescribed in this part for *Class of Track*,
The maximum allowable operating speed for freight trains is - *Freight*
The maximum allowable operating speed for passenger trains is - *Passenger*

<i>Class of Track</i>	<i>Freight</i>	<i>Passenger</i>
Excepted track	10 m.p.h.	N/A
Class 1 Track	10 m.p.h.	15 m.p.h.
Class 2 Track	25 m.p.h.	30 m.p.h.
Class 3 Track	40 m.p.h.	60 m.p.h.
Class 4 Track	60 m.p.h.	80 m.p.h.
Class 5 Track	80 m.p.h.	90 m.p.h.

END QUOTE

Higher track speeds are listed in another part of the regulations.

The FRA has prescribed penalties for operating trains above listed speeds, or for operating at these speeds when one of the listed exceptions applies.

The FRA uses a set of defect codes corresponding to the minimum requirements specified per Class of track. There is also a schedule of civil penalties, that range up to \$ 22,000 per violation, which may be applied to a person, and to the track owner individually. In some instances, each day a violation exists constitutes a separate violation. The FRA takes inspection and maintenance of track very seriously.

6.2.1 CLASS X TRACK

"Excepted Track" referred to as Class X, has been implemented by the FRA to permit continued operations over a line segment that does not meet Class 1 requirements. It is possible that in the future, this classification will be rescinded, and all railroad tracks will be required to meet minimum Class 1 specifications to remain in operation.

CFR 49 Part 213 Subpart A

§ 213.4 Excepted track.

A track owner may designate a segment of track as excepted track provided that:

(a) The segment is identified in the time table, special instructions, general order, or other appropriate records which are available for inspection during regular business hours;

(b) The identified segment is not located within 30 feet of an adjacent track which can be subjected to simultaneous use at speeds in excess of 10 miles per hour;

(c) The identified segment is inspected in accordance with § 213.235(c) and 213.235 at the frequency specified for Class 1 track;

(d) The identified segment of track is not located on a bridge (including the track approaching the bridge for 100 feet on either side), or located on a public street or highway, if railroad cars containing commodities required to be placarded by the Hazardous Materials Regulations (49 CFR Part 172) are moved over the track; and

(e) The railroad conducts operations on the identified segment under the following conditions:

1. No train shall be operated at speeds in excess of 10 miles per hour;
2. No occupied passenger train shall be operated; and
3. No freight train shall be operated that contains more than five cars required to be placarded by the Hazardous Materials Regulations (49 CFR Part 172); and
4. The gage on the excepted track shall not be more than 4 feet 10 inches. (This paragraph (e)(4) is applicable September 21, 1999.)

END QUOTE

By definition, excepted track is hanging on the ragged edge of safely passable. At a given time, operating over excepted track may be by economic necessity, but the operator should place a high priority on bringing the segment up to a minimum of Class 1 condition. Annual track maintenance costs per mile are less to operate the same quantity of freight over Class 1 track than to operate over excepted track. The overall operating costs and annual track maintenance costs, per mile, are even less if this same quantity of freight is moved over Class 2 track.

The specific repairs and associated costs necessary to bring the Naches branch into compliance with FRA Excepted track are, for the most part, the same as required for FRA Class 1 track.

6.2.2 CLASS 1 TRACK

Traditionally, FRA Class 1 track has been the minimum acceptable standards that railroads were allowed. Many track experts still consider these to be the minimum track conditions for safe operation.

6.2.3 CLASS 2 TRACK

FRA Class 2 track has a little better rail and tie condition than Class 1, and has slightly less deviation in gage, line, and surface. It also has two and a half times the operating speed for freight trains.

Some short line operators feel that even in light traffic density areas, Class 2 track is the minimum acceptable quality for optimum profits. The reduced fuel and train crew costs, increased motive power availability, and reduced annual track maintenance costs, combine to make a noticeable increase in the percentage of return on investment.

6.3 *Drainage Requirements*

Under CFR 49 Part 213, Subpart B roadbed, the FRA § 213.33 regulates the condition of water carrying facilities "under or immediately adjacent to the roadbed." The FRA track inspector may cite deficiencies using one or more of the defect codes.

6.4 *Ballast Requirements*

Under CFR 49 Part 213, Subpart D track structure, the FRA § 213.103 specifies minimum ballast requirements.

§ 213.103 Ballast; general.

Unless it is otherwise structurally supported, all track shall be supported by material which will-

- (a) Transmit and distribute the load of the track and railroad rolling equipment to the subgrade;
- (b) Restrain the track laterally, longitudinally, and vertically under dynamic loads imposed by railroad rolling equipment and thermal stress exerted by the rails;
- (c) Provide adequate drainage for the track; and
- (d) Maintain proper track crosslevel, surface, and alignment.

END QUOTE

6.5 Vegetation Requirements

To comply with all Classes of track, railroads must implement a vegetation control program.

CFR 49 Part 213 Subpart B

(c) 213.57 Vegetation.

Vegetation on railroad property which is on or immediately adjacent to railroad right-of-way controlled so that it does not-

- (1) Become a fire hazard to rail-carrying structures;
- (2) Obscure visibility of railroad signs and signals:
 - (i) Along the right-of-way; and
 - (ii) At highway-rail crossings. (This paragraph (b) (2) is applicable September 21, 1999).
- (3) Interfere with railroad employees performing normal trackside duties;
- (4) Prevent proper functioning of signal and communication lines; or
- (5) Prevent railroad employees from visually inspecting moving equipment from their normal duty stations.

END QUOTE

6.6 FRA Defect Codes

The FRA track inspectors use defect codes to identify types of defects. For a complete list of the defect definitions, and their code numbers, see Appendix A, pages 3 through 11.

7.0 Subgrade

7.1 General

The following is based on visual inspection. No sub-surface exploration or analysis was performed. For the most part, the track is constructed with barely adequate, or non-existent subgrade shoulders. The ballast section is reasonably well centered on the subgrade. Most of the subgrade appears stable. However some areas contain surface irregularities that appear to have been caused by excessive subgrade moisture. The soft subgrade has allowed the track ballast to mix with the subgrade material, thus

contaminating the ballast with fines, to the extent that in these locations the ballast has turned to mud.

8.0 Vegetation

8.1 General

In the past, vegetation control on the Naches branch has been neglected. Recently areas of heavy brush and woody growth have been removed at various locations along the right-of-way. A vegetation control program should be scheduled as part of an ongoing track maintenance program. It could incorporate a combination of chemical application and mechanical brush cutting.

8.2 Vegetation Removal

The cost estimate includes the mechanical removal of vegetation from the ballast area. It also includes cutting the brush on the ballast shoulders and removing woody growth from specific portions of the ditches.

For the most part, the areas under and around the bridges and at grade crossings currently meet the FRA requirements.

This does not imply that no further work is needed to prevent damage to the track structure. To meet FRA requirements a vegetation removal program must be initiated and continued.

9.0 Ditches

9.1 General

Overall drainage is good. For the most part, the ditch flow lines are smooth and continuous. There are some isolated locations on the right hand side of track where the ditches support more than minimal vegetation. On this and previous inspections, there was standing water in the ditches in these locations.

9.2 Ditch Cleaning

There are three areas that should have ditch cleaning.

MP 9.78 to MP 9.90

MP 9.94 to MP 10.04

MP 10.53 to MP 10.70

For a total of approximately 2,060 lineal feet of ditch cleaning.

10.0 Culverts

10.1 General

No attempts were made to locate specific culverts. Most of the culvert inlets observed from the track, are open and working properly. The cost estimate does not include culvert installation, replacement, or repair.

11.0 Bridges

11.1 General

The bridges have been previously inspected by others. No critical or immediate repairs were found necessary. The bridge inspections are not included in this report. However the condition of the deck of bridge 3 has changed since the bridge inspections were made.

11.2 Bridge 3

It appears that after the rail and ties surrounding bridge 3 were removed, a piece of crawler equipment was driven across the bridge. This inspection noted that 38 of the 59 bridge ties are now defective.

The replacement of individual bridge ties is very labor intensive. It is generally agreed that when approaching 50% tie renewal on a bridge, it is less expensive to replace all of the bridge ties than it is to replace the high number of individual pieces. In this instance 64 % of the bridge ties need to be replaced. The rehabilitation estimate includes the cost of replacing all the ties on bridge 3.

12.0 Ballast

12.1 Sub-Ballast

Sub-ballast material should be better graded than the subgrade, but need not meet the requirements of ballast.

Its chief functions are to;

- 12.1.1 allow drainage under the ballast.
- 12.1.2 transfer the load from the ballast to the subgrade without deflection.
- 12.1.3 prevent the subgrade material from contaminating the ballast.

There is no discernable layer of sub-ballast. Given sufficient time and accumulated tonnage, surface deformation has and will continue to result from the infiltration and contamination of the ballast, by the subgrade. High moisture content tends to accelerate the mixing of the two layers. This occurs in a few isolated short segments on the branch.

12.2 Ballast Section

Ballast is the material in which the ties are placed.

Effective ballast will;

- 12.2.1 transfer the dynamic load from the ties to the sub-ballast/subgrade without deflection.
- 12.2.2 provide lateral and longitudinal restraint of the ties, against dynamic and thermal stresses.
- 12.2.3 facilitate fine adjustments of the track superstructure alignment, grade, and crosslevel without system reconstruction.
- 12.2.4 provide good drainage.
- 12.2.5 provide voids for storage and movement of fouling materials in the ballast.
- 12.2.6 shield the sub-ballast and subgrade from climatic forces.

In some locations, insufficient ballast is the cause of surface and crosslevel irregularities. At numerous locations there is no ballast supporting the crossties. They are literally hanging in the air.

The majority of the territory has minimal ballast shoulders. Some segments have a full crib between the rails, while others vary from no ballast to ball full.

12.3 Ballast Material

Ballast has been made of many things. A large variety of materials will accomplish some, or all, of the above listed ballast requirements to varying degrees. Long lived, satisfactorily performing ballast will usually conform to the following:

- 12.3.1 be crushed from a hard (but not brittle) abrasion resistant rock.
- 12.3.2 be crushed from a heavy dense rock with low water absorption.
- 12.3.3 be crushed from rock that produces a rough surface texture.
- 12.3.4 be screened to produce a high percentage of particles of similar size.
- 12.3.5 have over 90% fractured faces with few long slivers or flat slabs.

It appears that the ballast has been acquired from multiple sources. Over time, even the best of ballast breaks down. Accumulated tonnage, weather, repeated line and surface operations, and poor drainage all contribute to ballast degradation.

In general, the in-place ballast is performing an acceptable percentage of each of its intended functions. There are some isolated areas of insufficient, ineffective or fouled ballast. The ballast in these areas tends to squirm under load. This shortens tie life by causing tie flexing, plate scrub, and spike pulling. The moisture retained by this material, combined with the mechanical deterioration, will reduce the expected tie life by approximately 25% in these areas.

The replacement of poor or fouled ballast is not included in the rehabilitation cost estimate. Ballast necessary to support the crossties, and correct surface and crosslevel deviations, is included in the cost estimate.

13.0 Ties

13.1 General

All of the ties on the Naches branch are wood.

In addition to size and species, there are a number of factors that directly affect the longevity of wood ties. Ballast, size of tie plate, type and quality of fastener, number of annual freeze-thaw cycles, quality of track line and surface, drainage, accumulated tonnage and track speed all affect the tie.

Layman Lumber has offered to donate wood crossties, bridge ties and switch ties for use on the Naches branch. The cost estimates are based on receiving the donated ties FOB Layman's mill in Naches.

13.2 Tie Definitions

As used in this report, the following descriptions can be applied to either switch ties or crossties.

13.2.1 EXCELLENT TIES

This group includes very good to excellent, including new ties. They contain only minor imperfections and have a remaining life expectancy of 30 or more years.

13.2.2 SERVICEABLE TIES

Serviceable means they are useable in-place, but if removed may not be of sufficient quality to reinstall in track. They are of solid wood, having some splits, shakes, checking, or other non-critical defects. These ties are supporting the dynamic load and holding gage. Under normal conditions, and with the expected traffic pattern, the serviceable ties have a remaining life expectancy of 10 to 15 years. That is not to infer that no tie renewal is needed for the next 10 years, but that these individual ties should last a minimum of 10 years if they are not the only ties carrying the load.

13.2.3 POOR TIES

This group of ties is no longer performing all of their intended functions. For example, an individual tie may have loose spikes and is no longer holding gage, but is supporting the dynamic load. The "poor" group of ties has major functional defects, and is near the end of its useful life span.

13.2.4 NON-FUNCTIONAL TIES

With regard to supporting the track structure, this group of ties is no longer serving any useful purpose. They are broken, split, crushed, spike killed, plate cut or decayed. They have reached the end of their usefulness. Because most of these ties are no longer supporting the dynamic load, the adjacent ties are over-stressed. The earlier non-functional ties are replaced, the less they adversely affect the surrounding track structure.

13.3 Crossties

The crossties are predominately nine inches wide and eight feet long. They are of mixed species and thickness. There are individual ties that fall into all of the above categories.

The branch contains about 30,900 crossties. There are approximately 3,300 new hardwood and 600 relay crossties that have been recently installed. The replacement crossties were installed at various rail joints. The majority of the new crossties are installed between MP 3.56 and MP 10.0. This represents an almost 20% crosstie renewal in the line segment.

They were installed in groups of 4 to 8 consecutive crossties at each location. There are a few joints with less than 4 or more than 8 consecutive crossties in one location. At the time of the inspection, the groups of un-ballasted new ties average 5.6 crossties per location.

If a line segment has 3,000 crossties per mile, with an average life cycle of 30 years, then a renewal rate of 100 crossties per mile, per year, will maintain the tie condition. Based on climate and anticipated traffic on the Naches branch, the installation of new clean ballast under the new crossties, should extended their life expectancy to 35 years. This reduces the average renewal rate to 85 crossties per mile per year. After deduction of the one time ballast cost, this produces a 12.75% savings of crosstie and crosstie installation cost per year.

Fresh clean ballast has been placed under approximately 70% of the newly installed crossties. The remainder are available for the placement of new ballast. After ballast and surfacing operations are completed, the MP 3.56 to MP 10.0 areas will require very little joint tie replacement in the foreseeable future.

There are a few scattered new crosstie installations between MP 10.0 and MP 13.0. Approximately 97 crossties will need to be installed between MP 10.0 and MP 14.23 to bring that segment to FRA Class 1 tie condition.

The cost estimate includes the, above described, needed crosstie and ballast installation. The previously accomplished work will represent an annual track maintenance saving for a considerable time.

This does not eliminate the need for an ongoing crosstie renewal program. Between the new tie installation locations there are serviceable, poor and non-functional crossties. The poor category makes up the largest percentage, with smaller percentages of serviceable and non-functional crossties in these areas. Future crosstie maintenance and replacement is not included in the cost estimate.

13.4 Switch Ties

The inspected turnouts have wood switch ties of mixed species. They are nine inches wide by seven inches thick, and range from nine to seventeen feet in length. Because there was snow on the tops of most of the switch ties at the time of the inspection, it was hard to determine their exact condition. It appears that a minimum of 30 new switch ties will be needed. The quantity is not intended to replace all of the defective switch ties in the territory, only those that are critical to meeting FRA Class 1 requirements.

14.0 Rail and Accessories

14.1 Rail

A thorough visual rail inspection would include walking each side of each rail. This is not part of the scope of work. While hi-railing the track, a cursory visual inspection was made of the rail. Some rail defects were observed, including ones that will require the immediate change out of 4 specific pieces of rail. This is not meant to imply there are no other rails that may need replacing to meet FRA Class 1 requirements.

New 112 RE and 115 RE rails have the same head, height and base measurements. They also have the same bar height. Tie plates and joint bars are interchangeable between the two rail sections. Compromise joint bars are not required to join the two rail

sections together. In track the two rail sections are intermingled. For simplicity both rail sections are lumped together as 112 RE in this report.

Because of vegetation, snow, or other reasons, some of the transitions from one rail section to another may have been missed, and therefore omitted. Some of the transitions at grade crossings may contain inaccuracies or have been omitted because only the ball of the rail was visible. The distances contain the inherent inaccuracies of odometer readings.

The inspected track segments contain approximately:

8.92	Miles or	81 %	66	MKT rail
0.02	Miles or	<1 %	85	ASCE rail
0.09	Miles or	1 %	90	ARA - A rail
0.37	Miles or	3 %	90	ARA - B rail
1.28	Miles or	12 %	100	AREA rail
0.36	Miles or	3 %	112	AREA rail

Appendix A, pages 1 and 2 contain additional detail about rail section locations.

The quality of the rails varies throughout the branch. Other than the noted FRA Class 1 defects, rail quality is not addressed in this report.

14.2 Tie Plates

The ties are 98% plated. The tie plates are satisfactory for the current anticipated use. Some of the new crossties that are installed under rail joints are not plated. This is not an FRA Class 1 or Class 2 defect, however it will tend to reduce the life expectancy of those joint ties.

14.3 Fasteners

Cut track spikes are used throughout the branch. In place, they are generally performing adequately. When examined, most of them appear to be in serviceable condition.

There are isolated locations where the spikes have been loosened, or are missing. In these areas, the rails are spreading under load causing wide gage.

Some of joint bars have been slot spiked. A slot spiked joint, especially in track with insufficient rail anchors, can reduce joint tie life by as much as 50%. This practice should be discontinued. The existing slot spikes should be eliminated when doing tie renewal, servicing joints, or performing other maintenance tasks that require the pulling of track spikes.

14.4 Rail Anchors

Longitudinal rail movement is undesirable. It skews ties, pulls track spikes, and shifts track alignment. Both thermal and dynamic forces effect longitudinal rail movement. Curvature, grade, traffic speed and density are contributing factors. Train acceleration/deceleration produces considerable longitudinal stress in the track structure. Rail anchors are installed to limit the amount of longitudinal rail movement.

14.4.1 TURNOUT ANCHOR EXAMPLE

The BNSF standard plans for a number 9 bolted turnout requires box anchoring 184 ties each direction from the point of switch, on both the main and side track.

14.4.2 TRACK ANCHOR EXAMPLE

The Union Pacific standards, for jointed rail, require branch line tracks carrying 250,000 or more annual gross tons to have a minimum of 12 rail anchors per every 39 feet of track. This is for areas between turnouts, bridges, steep grades, and other locations that require higher anchor density.

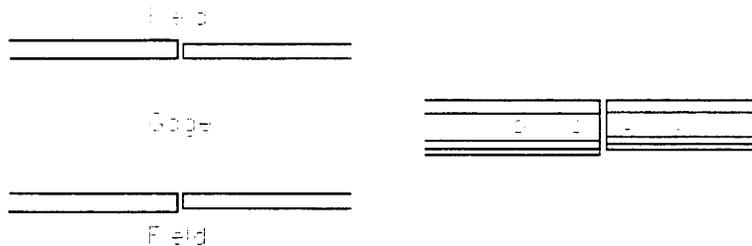
There is a noticeable absence of rail anchors throughout the branch. The replacement of bridge ties, switch ties, and crossties in grade crossings costs considerably more in labor and material than regular crossties. Bridge approaches, grade crossings and turnouts should be anchored as funds become available. This will increase tie life and reduce overall track maintenance in these areas.

14.5 Joint Bars

For the most part, the joint bars are of the proper dimension and design to fit the rails to which they are applied. The majority of the joint bars are capable of performing their intended function. There are some quarter cracked and center cracked joint bars. The center cracked joint bars must be replaced to meet FRA Class 1 track standards. Many of the center cracked or broken joint bars are near grade crossings or bridges. The FRA requires them to be replaced to operate as excepted track.

14.6 Compromise Joint Bars

Sometimes referred to as offset bars or comp bars. These bars are designed in sets. Each pair is constructed to align the running surface gage corners of the heads of two specific different rail sections. When installed correctly there is a smooth transition on the gage and running surfaces from one rail section to another.



The above illustration represents the correct placement of dissimilar rail sections. The joints need not be parallel. They should be installed as suspended joints and never be placed on switch ties.

There are a number of locations where either the wrong comp bars or standard joint bars are used to connect two different rail sections. Most of these locations not only have mismatched rail ends, but the joints are loose and the rails are pounding the crossties.

The correct compromise bars must be installed to meet FRA Class 1 track standards. Most of the incorrect bars are adjacent grade crossings and therefore would need replacing to meet excepted track.

Approximately 26 pair of compromise bars will need to be installed to meet FRA Class 1 track standards.

14.7 Track Bolts

Almost all of the track bolts and washers are of proper dimension for the joint bars they are installed in. Proper functioning spring washers are installed under most of the nuts. There are missing track bolts at various locations. When servicing joints, a high percentage of the bolts may be reusable. Most of the bolts in the 66 pound rail are loose. Approximately 8.99 miles of joints need to be serviced to meet FRA Class 1 track conditions. This will require about 15 kegs of track bolts and approximately 2,100 washers.

14.8 Turnouts

The word "turnout" is usually defined as the area between the parallel joints in front of the switch points and the last long switch tie, behind the frog. The term "switch" refers to the area beginning at the gage plate and ending at the heel blocks. In other words, the turnout represents the whole, while the switch is a portion of the turnout. However in common usage, the identification of a specific turnout is often stated as "switch number..."

In a turnout the directional change results in increased friction, by the rolling stock wheels, at the switch point and at the point of the frog. Monitoring and correcting deficiencies in alignment, surface and gage, throughout the turnout, will noticeably reduce the rate of wear on these components.

Turnout installation costs per track foot are considerably higher than for ordinary track. To protect this investment, it is necessary to schedule routine maintenance at regular

intervals. Although turnouts represent only four percent of the total track inspected, expect them to consume an inordinate portion of the track maintenance budget.

All of the turnouts were walked. The various defects noted are included in the FRA Class 1 defect list in Appendix A, pages 12 through 22. Additional defects will probably be revealed when the snow and/or vegetation is removed.

15.0 Grade Crossings

15.1 General

Only a casual visual inspection was made of the grade crossing surfaces. In general, they are in fair to excellent condition. Some of the grade crossing flangeways will need to be cleaned before rail traffic can be resumed. Some of the plank and gravel crossing surfaces will need repairs in the near future. Grade crossing surface repairs are not included in the cost estimates.

15.2 Recommendations

When future grade crossings repairs are planned, include field welding the rails through the crossing. The elimination of the rail joints in the crossing surface area will reduce the overall grade crossing maintenance expenses.

16.0 Grade Crossing Signals

16.1 General

There are some cross buck repairs and replacement needed before resuming revenue service.

Records indicate that February 1998 was the last time the grade crossing signals were tested. The FRA and WUTC require that active lines test the grade crossing signal batteries monthly. They also require scheduled testing and repairs of other portions of the grade crossing signal systems on a quarterly and annual basis. Before reactivating the two grade crossing signals, a thorough testing is required. Defective items will need to be repaired or replaced and the arms reinstalled on the 40th Street grade crossing signals. A rough estimate of the grade crossing signal repairs is included in the cost estimates.

17.0 FRA Defects

17.1 General

Under normal conditions a walking inspection will usually find a few defects that were not noted during a hi-rail inspection of the same territory. It can be assumed that the FRA Class 1 defects listed in Appendix A, pages 12 through 22, are not the only Class 1 defects on the branch. The inspection was made from a hi-rail pickup moving at 10 miles per hour or less. By FRA standards, this is an acceptable inspection method for Class 1 track. However the snow, vegetation, and debris in the ballast area undoubtedly obscured a number of defects.

The walking inspections were hampered by snow and/or vegetation. Additional defects, in the turnout areas, are to be expected.

17.2 Inspection Methodology

Many of the FRA defect codes are written to define a condition, not necessarily the cause or the needed correction. For example, 135.06 Heel of switch insecure, may be the result of the lack of track spikes, or loose or missing heel block bolts, or excessively worn heel block or heel block bars, or broken heel block or heel block bars, or the result of defective switch ties under heel blocks.

To reduce ambiguity, the FRA defects listed in Appendix A include a list of remedial actions required and in some cases additional comments.

The standard method of performing FRA mandated track inspections is to identify the deviations or defects and list each individually. Initially this method was utilized in this inspection. However it was soon evident that there are certain defects, repeated in such quantity, that it would have taken an unacceptable amount of time to individually record each of the extremely repetitive defects on the branch.

17.2.1 BALLAST AREA VEGETATION

Most railroads strive for zero vegetation in the ballast area. Vegetation in the ballast area of the Naches branch ranges from none, to very dense, with most of the line falling between the two extremes. Much of this vegetation will need to be removed to insure a thorough rehabilitation of the track structure. The density of undesirable growth increases and decreases at varying rates. This pattern is repeated numerous times throughout the branch.

Rather than attempt to identify each specific area where an FRA inspector might write a ballast area vegetation defect, the cost estimate includes mechanically removing the ballast area vegetation. Because it is so pervasive, the FRA Class 1 defect list in appendix A does not include individual ballast area vegetation defects. However, it does include other types FRA Class 1 vegetation defects.

17.2.2 MISSING CROSSTIES

If one assumes the FRA expects railroads to be built with crossties, it is understandable that they do not have a specific defect code for missing crossties. Depending on track condition, a FRA inspector may cite the absence of a crosstie using one of the applicable crosstie defect codes. For the purposes of this report no defect code is listed, but the missing crossties are noted. The cost estimate includes elimination of the missing crosstie condition.

17.2.3 LOOSE JOINT BARS

Initially each loose joint bar was recorded as a separate item, as is standard procedure when doing an FRA type track inspection. It soon became apparent in the 66 pound rail segment, west of 40th Street, that over 50% of the joint bars are loose. Checking subsequent 66 pound segments, as high as 95% of the joint bars were found to be loose. To avoid writing pages of repetitive loose joint defects, the FRA Class 1 defect list in appendix A has *begin* and *end* loose joint areas which coincide with the 66 pound rail segments. Other areas, with heavier rail sections, have individual loose joint defects noted.

17.2.4 LINE, SURFACE, AND CROSSLEVEL

There are numerous line, surface, and crosslevel defects of various types throughout the line. Some are so severe that at relatively slow speeds, the ensuing spring action could latterly bounce empty cars off the track. Because of the large quantity, line, surface, and crosslevel defects are not individually listed in Appendix A, FRA Class 1 defects. To correct the many deviations, a line and surface operation should be conducted over the entire branch. Surfacing is included in the rehabilitation cost estimate.

17.2.5 MISSING TIE PLATES

FRA Class 3 track requires tie plates to be placed between the rail and the crossties. A missing tie plate is not a defect in tracks classified as FRA Classes 1 or 2. That is not to say the line should not be fully plated, but in this case, a missing tie plate is not a FRA defect.

When doing routine maintenance involving un-plated crossties, it should be standard practice to install tie plates. Thus over a period of time the total number of un-plated crossties is reduced until the line is fully plated.

18.0 Line Segments

18.1 MP3.0 to 40th Street

The partial installation of a new grade crossing at MP 3.11 has left the line impassable beyond this location. Rail, plates, crossties, compromise bars, track bolts, spikes, and ballast are required to reconnect the track through the grade crossing.

A small amount of other work is needed to bring this segment to FRA Class 1 track condition. The labor and materials for this segment are included in the cost estimate.

18.2 40th Street to MP 3.48

The track has been removed from this area. The cost estimate includes materials and labor to reconstruct the track.

18.3 MP 3.48 to MP 14.23

Work in this area includes correction of the FRA Class 1 defects noted in Appendix A, pages 12 through 22. It also includes ballast area vegetation removal, the installation of crossties in empty tie sockets, and line, surface and crosslevel correction of the entire segment.

18.4 MP 14.23 to MP 14.33

The last tenth of a mile is ball-full of wood chips. Until it has been broomed, determining if there are any FRA Class 1 track defects is virtually impossible. The cost estimate does not include any repairs to this segment.

19.0 Cost Estimate

19.1 General

Constructing the approximately 1,500 feet of track west of 40th street, and rehabilitating MP 3.0 to MP 14.23 to FRA Class 1 track condition will take approximately four months.

The estimate is based on using crossties, bridge ties, and switch ties donated by Layman Lumber.

The rails, plates and joint bars to be used in constructing the new track are to be removed from the Taunton siding, near Othello, and transported to Yakima. This is to be accomplished by using offender labor, Yakima County trucks and equipment operated by County personnel. The track tools are to be provided by Yakima County's rail operator. The estimate includes the purchase of the other materials needed to complete the project.

The rehabilitation and track construction is to be performed by a combination of offender labor and personnel provided by Yakima County, and their rail operator. The equipment used will be a combination of machines owned by Yakima County and their rail operator. Some short term rental equipment is anticipated.

Yakima County and their rail operator provided unit costs for personnel and equipment.

19.2 FRA Class 1 Estimate

The total project cost estimate is \$288,300. A complete breakdown of the cost estimate is found in Appendix A, pages 29 through 35.

19.3 FRA Class 2 Estimate

To rehabilitate to FRA Class 2 track will take very little additional labor. The majority of the additional work can be accomplished while servicing the joints. Replacing the

quarter cracked joint bars, and ensuring there are 4 bolts in each joint could be done while servicing the joints as needed for FRA Class 1 condition.

Between MP 10.0 and the end of the track at Naches, there are a few crossties that will need to be replaced to meet FRA Class 2 track requirements.

Using the same labor and material unit costs as above, the estimated additional costs to meet FRA Class 2 track is \$28,617.00, of which \$24,792.00 is ballast.

20.0 Parameters

20.1 Services for Specific Purposes and Clients

This report was prepared for the use of Washington State Department of Transportation Rail Division, Yakima County Public Works, and their rail operator.

Consultants prepare reports to meet the specific needs of specific individuals. A report prepared for a civil engineer may not be adequate for a construction contractor or even another civil engineer. Unless indicated otherwise, this report was prepared expressly for you and expressly for the purposes you indicated. No party should apply this report for any purpose other than that originally contemplated without first conferring with the consultant.

20.2 Conditions Can Change

This report is based on the observed condition of the locations and items inspected. Any conclusion, estimate, recommendation, or interpretation of this report should not be applied to another area.

Subsurface and structural conditions may be affected as a result of natural processes or human activity. Natural events such as earthquakes, floods, or groundwater

fluctuations or construction operations at or near the sites(s) may affect physical conditions thus the continued accuracy and/or adequacy of the report.

Because a report is based on conditions that existed at the time of the inspection, construction decisions should not be based on a report whose adequacy may have been affected by time. Ask the consultant to advise if additional inspections/tests are desirable before construction starts.

20.3 Project-Specific Factors

The scope-of-work did not include all items necessary to definitively answer all questions that may arise. Using information based on components that may be viewed during a relatively short inspection, the consultant applied judgment to render an opinion about overall conditions. Actual conditions of components not sampled may differ from predictions in the report.

This report does not confirm or deny the absence or presence of any wetlands, hazardous materials, or any environmental concerns on or along the track.

The mile post locations of the individual items is based on the in-place mile posts. Distances were measured by odometer and contain inaccuracies.

Inspection of the subgrade, ties, ballast, rail and other track metallics was visual. No destructive, ultrasonic, or x-ray inspection methods were employed.

Only a cursory inspection was made of the rail and fittings. A single hi-rail trip down the track is not a thorough inspection of each joint, individual piece of rail, etc.

Site conditions, structural design and other factors, can impair visual inspection of some items and/or locations. Defects may have been concealed and therefore omitted from this report.

- END -

Naches Branch Rail Section

Computed MP		66 MKT	85 ASCE	90 RA	90RB	100 RE	112 RE
3.00	begin						
3.17	66 MKT ↑ 90 RB	0.17					
3.18	90 RB ↑ 112 RE				0.01		
3.19	112 RE ↓ 90 RB						0.01
3.20	90 RB ↓ 66 MKT				0.01		
3.21	temporary end of track	0.01					
3.50	beg skeletonized track						
3.58	66 MKT ↑ 90 RB	0.08					
3.59	90 RB ↑ 100 RE				0.01		
3.63	100 RE ↓ 90 RA					0.04	
3.72	90 RA ↑ 100 RE			0.09			
3.76	100 RE ↓ 66 MKT					0.04	
4.06	66 MKT ↑ 90 RB	0.30					
4.08	90 RB ↓ 66 MKT				0.02		
4.11	66 MKT ↑ 100 RE	0.03					
4.14	100 RE ↓ 66 MKT					0.03	
4.31	66 MKT ↑ 100 RE	0.17					
4.32	100 RE ↓ 66 MKT					0.01	
4.40	66 MKT ↑ 100 RE	0.08					
4.41	100 RE ↑ 112 RE					0.01	
4.52	112 RE ↓ 100 RE						0.11
4.52	100 RE ↓ 90 RB					0.00	
4.67	90 RB ↓ 66 MKT				0.15		
5.20	66 MKT ↑ 100 RE	0.53					
5.21	100 RE ↓ 66 MKT					0.01	
5.65	66 MKT ↑ 90 RB	0.44					
5.68	90 RB ↓ 66 MKT				0.03		
5.74	66 MKT ↑ 90 RB	0.06					
5.75	90 RB ↑ 100 RE				0.01		
5.85	100 RE ↓ 90 RB					0.10	
5.86	90 RB ↓ 66 MKT				0.01		
6.21	66 MKT ↑ 90 RB	0.35					
6.22	90 RB ↓ 66 MKT				0.01		
6.80	66 MKT ↑ 85 ASCE	0.58					
6.82	85 ASCE ↓ 66 MKT		0.02				
6.90	66 MKT ↑ 100 RE	0.08					
6.91	100 RE ↓ 66 MKT					0.01	
7.02	66 MKT ↑ 100 RE	0.11					
7.25	100 RE ↓ 90 RB					0.23	
7.26	90 RB ↓ 66 MKT				0.01		
8.00	66 MKT ↑ 90 RB	0.74					
8.01	90 RB ↑ 112 RE				0.01		
8.02	112 RE ↓ 90 RB						0.01
8.03	90 RB ↓ 66 MKT				0.01		
8.65	66 MKT ↑ 90 RB	0.62					
8.65	90 RB ↑ 112 RE				0.00		
8.67	112 RE ↓ 90 RB						0.02
8.67	90 RB ↓ 66 MKT				0.00		

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Naches Branch Rail Section

<i>Computed</i> MP		66 MKT	85 ASCE	90 RA	90RB	100 RE	112 RE
8.95	66 MKT ↑ 100 RE	0.28					
9.17	100 RE ↓ 66 MKT					0.22	
9.29	66 MKT ↑ 90 RB	0.12					
9.31	90 RB ↓ 66 MKT				0.02		
9.94	66 MKT ↑ 100 RE	0.63					
9.96	100 RE ↑ 112 RE					0.02	
10.10	112 RE ↓ 100 RE						0.14
10.10	100 RE ↓ 66 MKT					0.00	
10.79	66 MKT ↑ 100 RE	0.69					
10.84	100 RE ↓ 66 MKT					0.05	
11.25	66 MKT ↑ 90 RB	0.41					
11.25	90 RB ↑ 112 RE				0.00		
11.27	112 RE ↓ 90 RB						0.02
11.27	90 RB ↓ 66 MKT				0.00		
12.15	66 MKT ↑ 90 RB	0.88					
12.16	90 RB ↑ 112 RE				0.01		
12.17	112 RE ↓ 90 RB						0.01
12.17	90 RB ↓ 66 MKT				0.00		
13.19	66 MKT ↑ 90 RB	1.02					
13.20	90 RB ↑ 112 RE				0.01		
13.21	112 RE ↓ 90 RB						0.01
13.22	90 RB ↓ 66 MKT				0.01		
13.47	66 MKT ↑ 90 RB	0.25					
13.47	90 RB ↑ 112 RE				0.00		
13.50	112 RE ↓ 90 RB						0.03
13.53	90 RB ↓ 66 MKT				0.03		
13.82	66 MKT ↑ 100 RE	0.29					
14.33	E.O.T.					0.51	
11.04 miles		8.92	0.02	0.09	0.37	1.28	0.36
%		81		1	3	12	3
		66 MKT	85 ASCE	90 RA	90RB	100 RE	112 RE

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FRA Defect Codes

CFR 49 Part 213

§ 213.4 Excepted track.

- 4.01 Excepted track segment not identified in appropriate record.
- 4.02 Excepted track segment located within 30 feet of an adjacent track subject to simultaneous operation at speeds in excess of 10 mph.
- 4.03 Excepted track not inspected in accordance with §213.233(c) and §213.235 as specified for Class 1 track.
- 4.04 Train speed exceeds 10 mph on excepted track.
- 4.05 Occupied passenger train operated on excepted track.
- 4.06 Freight train operated on excepted track with more than five cars required to be placarded in accordance with 49 CFR Part 172.
- 4.07 Train with a car required to be placarded by 49 CFR Part 172 operated over excepted track within 100 feet of a bridge or in a public street or highway.
- 4.08 Failure to notify FRA of removal of trackage from excepted status.

§ 213.7 Designation of qualified persons to supervise certain renewals and inspect track.

- 7.01 No written record of names of qualified persons to supervise restorations and renewals of track under traffic and/or to inspect track for defects, or to pass trains over broken rails or pull-aparts.
- 7.02 Failure of track owner to provide written authorization to qualified designated individuals.
- 7.03 Failure to use qualified person to pass trains over broken rails or pull-aparts.
- 7.04 Train speed exceeds 10 mph over broken rails or pull-aparts.
- 7.05 Failure to promptly notify and dispatch person fully qualified under § 213.7 to the location of the broken rail or pull-apart.

§ 213.9 Classes of track; operating speed limits.

- 9.01 Failure to restore other than excepted track to compliance with Class 1 standards within 30 days after a person designated under § 213.7(a) has determined that operations may safely continue over defect(s) not meeting Class 1 or excepted track standards.
- 9.02 Failure of track owner to enforce, over Class 1 defects, the limiting conditions imposed by person designated under §213.7(a).
- 9.03 Unused.

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FRA Defect Codes

CFR 49 Part 213

- § 213.11 Restoration or renewal of track under traffic conditions
- 11.01 Proper qualified supervision not provided at work site during work hours when track is being restored or renewed under traffic conditions.

- § 213.33 Drainage
- 33.01 Drainage or water-carrying facility not maintained.
- 33.02 Drainage or water-carrying facility obstructed by debris.
- 33.03 Drainage or water-carrying facility collapsed.
- 33.04 Drainage or water-carrying facility obstructed by vegetation.
- 33.05 Drainage or water-carrying facility obstructed by silting.
- 33.06 Drainage or water-carrying facility deteriorated to allow subgrade saturation.
- 33.07 Uncontrolled water undercutting track structure or embankment.

- § 213.37 Vegetation
- 37.01 Combustible vegetation around track-carrying structures.
- 37.02 Vegetation obstructs visibility of railroad signs and fixed signals
- 37.03 Vegetation obstructs passing day and night signals by railroad employees.
- 37.04 Vegetation interferes with railroad employees performing normal trackside duties.
- 37.05 Vegetation prevents proper functioning of signal and/or communication lines.
- 37.06 Excessive vegetation at train order office, depot, interlocking plant, a carman's building, etc., prevents employees on duty from visually inspecting moving equipment when their duties so require.
- 37.07 Excessive vegetation at train meeting points prevents proper inspection of moving equipment by railroad employees.
- 37.08 Excessive vegetation in toepaths and around switches where employees are performing normal trackside duties.
- 37.09 Vegetation brushing sides of rolling stock.
- 37.10 Vegetation obstructs visibility of grade crossing warning signs and signals by the traveling public.

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§ 213.53 Gage

- 53.01 Gage dimension exceeds allowable on tangent track.
- 53.02 Gage dimension is less than allowable on tangent track.
- 53.03 Gage dimension exceeds allowable on curved track.
- 53.04 Gage dimension is less than allowable on curved track.
- 53.05 Gage dimension exceeds allowable for excepted track.

§ 213.55 Alinement

- 55.01 The alinement of tangent track exceeds the allowable deviation.
- 55.02 The alinement of curved track exceeds the allowable deviation for a 62-foot chord.
- 55.03 The alinement of curved track exceeds the allowable deviation for a 31-foot chord.

§ 213.57 Curves; elevation and speed limitations

- 57.01 Unused
- 57.02 Operating speed exceeds allowable for 3-inches of unbalance, based on curvature and elevation.
- 57.03 Operating speed exceeds allowable for 4-inches of unbalance, based on curvature and elevation.
- 57.04 Operating speed exceeds allowable for a FRA approved unbalance based on curvature and elevation approved for track contiguous to high speed track.
- 57.05 Unused
- 57.06 Maximum crosslevel on curve exceeds allowable.

§ 213.63 Track surface

- 63.01 Runoff in any 31-feet of rail at end of raise exceeds allowable.
- 63.02 Deviation from uniform profile on either rail exceeds allowable.
- 63.03 Unused
- 63.04 Unused
- 63.05 Deviation from zero crosslevel at any point on tangent exceeds allowable.
- 63.06 Unused
- 63.07 Difference in crosslevel between any two points less than 62-feet apart on tangents exceeds allowable.
- 63.08 Difference in crosslevel between any two points less than 62-feet apart on curves between spirals exceeds allowable.

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- 63.09 Difference in crosslevel between any two points less than 62-feet apart on spirals exceeds allowable.
- 63.10 Reverse elevation on curve exceeds allowable.
- 63.11 Variation in crosslevel on spirals per 31-feet due to physical restriction on spiral length and operating practices exceeds allowable.
- 63.12 Difference in crosslevel within 62-feet between a point on a curve that equals or exceeds 6-inches and a point with greater elevation exceed allowable.
- 63.13 Crosslevel differences for six or more consecutive pairs of staggered joints exceeds allowable.

§ 213.103 Ballast; general

- 103.01 Insufficient ballast.
- 103.02 Fouled ballast.

§ 213.109 Crossties

- 109.01 Fewer than minimum allowable number of non-defective ties per 39 feet [not used after 09/21/00].
- 109.02 No effective support ties within the prescribed distance from a joint.
- 109.03 Crossties not effectively distributed to support a 39-foot segment of track.
- 109.04 Fewer than minimum allowable number of non-defective ties per 39 feet for tangent and curved track less than 2 degrees [effective 09/21/00].
- 109.05 Fewer than minimum allowable number of non-defective ties per 39 feet for turnouts and curved track over 2 degrees [effective 09/21/00].
- 109.06 Track constructed without crossties does not effectively support track structure.

§ 213.113 Defective rails

- 113.01 Transverse Fissure
- 113.02 Compound Fissure
- 113.03 Horizontal Split Head
- 113.04 Vertical Split Head
- 113.05 Split Web
- 113.06 Piped Rail
- 113.07 Bolt-Hole Crack
- 113.08 Head Web Separation
- 113.09 Broken Base

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- 113.10 Detail Fracture
- 113.11 Engine Burn Fracture
- 113.12 Ordinary Break
- 113.13 Broken or Defective Web
- 113.14 Damaged Rail
- 113.15 Flattened Rail

§ 213.115 Rail end mismatch rails

- 115.01 When tread of rail exceeds allowable.
- 115.02 Rail end mismatch on gage side of rail exceeds allowable.

§ 213.119 Continuous welded rail (CWR); general

- 119.01 Failure of track owner to develop and implement written CWR procedures.
- 119.02 Failure to comply with written CWR procedures.
- 119.03 Failure of track owner to develop a training program for the implementation of their written CWR procedures.
- 119.04 Failure to keep CWR records as required.

§ 213.121 Rail joints

- 121.01 Rail joint not of structurally sound design and dimension.
- 121.02 Cracked or broken joint bar in Classes 3 through 5 track (other than center-break).
- 121.03 Center cracked or broken joint bar.
- 121.04 Worn joint bar allows excessive vertical movement of rail in joint in Classes 3 through 5 track.
- 121.05 Less than 2 bolts per rail at each joint for conventional jointed rail in Class 2 through 6 track.
- 121.06 Less than 1 bolt per rail at each joint for conventional jointed rail in Class 1 track.
- 121.07 Less than 2 bolts per rail at any joint in continuous welded rail.
- 121.08 Loose joint bars.
- 121.09 Torch-cut or burned-bolt hole in rail in Classes 2 through 5 track.
- 121.10 Joint bar reconfigured by torch cutting in Classes 3 through 5 track.

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§ 13.122 Torch cut rail

- 122.01 Torch cut rail applied in Class 3 through 5 track for other than emergency.
- 122.02 Failure to remove torch cut rails within specified time frame.
- 122.03 Failure to remove non-inventoried torch cut rail within 30 days of discovery.
- 122.04 Train speed exceeds allowable over non-inventoried torch cut rail.

§ 213.123 Tie Plates

- 123.01 Insufficient tie plates in Class 3 through 5 track.
- 123.02 Object between base of rail and the bearing surface of the tie plate causing concentrated load.

§ 213.127 Rail Fastenings

- 127.01 Insufficient fasteners in a 39-foot segment.

§ 213.133 Turnouts and Track Crossing Generally

- 133.01 Loose, worn, or missing switch clips.
- 133.02 Loose, worn, or missing clip bolts (transit, side jaw, eccentric, vertical).
- 133.03 Loose, worn, or defective connecting rod.
- 133.04 Loose, worn, or defective connecting rod fastening.
- 133.05 Loose, worn, or defective switch rod.
- 133.06 Loose, worn, or missing switch rod bolts.
- 133.07 Worn, or missing cotter pins.
- 133.08 Loose or missing rigid rail braces.
- 133.09 Loose or missing adjustable rail braces.
- 133.10 Missing switch, frog, or guardrail plates.
- 133.11 Loose or missing switch point stops.
- 133.12 Loose, worn, or missing frog bolts.
- 133.13 Loose, worn, or missing guardrail bolts.
- 133.14 Loose, worn or missing guardrail clamps, wedge, separator block, or end block.
- 133.15 Obstruction between switch point and stock rail.
- 133.16 Obstruction in flangeway of frog.
- 133.17 Obstruction in flangeway of guardrail.
- 133.18 Insufficient anchorage to restrain rail movement.
- 133.19 Flangeway less than 1 1/2 inches wide.

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§ 213.135 Switches

- 135.01 Stock rail not securely seated in switch plates.
- 135.02 Stock rail canted by overtightening rail braces.
- 135.03 Improper fit between switch point and stock rail.
- 135.04 Outer edge of wheel contacting gage side of stock rail.
- 135.05 Excessive lateral or vertical movement of switch point.
- 135.06 Heel of switch insecure.
- 135.07 Insecure switch stand or switch machine.
- 135.08 Insecure connecting rod.
- 135.09 Throw lever operable with switch lock or keeper in place.
- 135.10 Switch position indicator not clearly visible.
- 135.11 Unusually chipped or worn switch point.
- 135.12 Improper switch closure due to metal flow.
- 135.13 Use of tongue and plane mate where speeds exceed Class 1.

§ 213.137 Frogs

- 137.01 Insufficient flangeway depth.
- 137.02 Frog point chipped, broken, or worn in excess of allowable.
- 137.03 Tread portion of frog worn in excess of allowable.
- 137.04 Use of flange bearing frog where speed exceeds that permitted by Class 1.
- 137.99 Severe frog condition not otherwise provided.

§ 213.139 Spring Rail Frogs

- 139.01 Outer edge of wheel contacting side of spring wing rail.
- 139.02 Toe of wing rail not fully bolted and tight.
- 139.03 Ties under or wing rail not solidly tamped.
- 139.04 Bolt-hole defect in frog.
- 139.05 Head and web separation in frog.
- 139.06 Insufficient tension in spring to hold wing rail against point rail.
- 139.07 Excessive clearance between hold-down housing and horn.

§ 213.141 Self-Guarded Frogs

- 141.01 Raised guard worn excessively.
- 141.02 Frog point rebuilt before restoring guarding face.

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§ 213.143 Frog Guardrails and Guard Faces; Gage

- 143.01 Guard check gage less than allowable.
- 143.02 Guard check gage exceeds allowable.
- 143.03 Cracked or broken guardrail.

§ 213.205 Derails

- 205.01 Derail not clearly visible.
- 205.02 Derail operable when locked.
- 205.03 Not used.
- 205.04 Improper size derail.
- 205.05 Improperly installed derail.
- 205.06 Loose, worn, or defective parts of derail.

§ 213.233 Track Inspections

- 233.01 Track inspected by other than qualified designated individual.
- 233.02 Track being inspected at excessive speed.
- 233.03 Failure to inspect at required frequency.
- 233.04 Failure to initiate remedial action for deviations found.
- 233.05 One inspector inspecting more than two tracks.
- 233.06 Two inspectors inspecting more than four tracks.
- 233.07 Inspection performed on track outside of maximum allowable track center distances.
- 233.08 Main track not traversed within the required frequency.
- 233.09 Siding track not traversed within the required frequency.

§ 213.235 Inspection of switches, track crossings, and lift rail assemblies or other transition devices on moveable bridges

- 235.01 Failure to inspect turnouts at required frequency.
- 235.02 Failure to inspect track crossings at required frequency.
- 235.03 Failure to inspect lift rail assemblies or other transition devices on moveable bridges at required frequency.
- 235.04 Failure to operate specified switches in Classes 3 through 5.

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FRA Defect Codes

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§ 213.237 Inspection of Rail

- 237.01 Failure to inspect rail for internal defects at required frequency.
- 237.02 Failure of equipment to inspect rail at joints.
- 237.03 Defective rail not marked properly.
- 237.04 Failure to reduce operating speed until valid rail inspection is performed.

§ 213.241 Inspection records

- 241.01 Failure to keep records as required.
- 241.02 Failure of inspector to complete report at time of inspection.
- 241.03 Failure of inspector to sign report.
- 241.04 Failure of inspector to provide required information.
- 241.05 Failure of rail inspection records to provide required information.
- 241.06 Failure to make records available for copying and inspection.
- 241.07 Electronic system does not maintain the integrity of each record.
- 241.08 Electronic system allows record or amendments to be modified.
- 241.09 Electronic amendments not stored separately from record.
- 241.10 Person making electronic amendment not identified.
- 241.11 Electronic system corrupts or loses data.
- 241.12 Paper copies of records not made available for inspection and copying.
- 241.13 Inspection reports not available to inspector or subsequent inspectors.
- 241.14 Electronic storage not initiated within 24 hours.

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Naches Branch FRA Class 1 Defects

<i>Odometer</i>	<i>In Place MP</i>	<i>Computed MP</i>	<i>Defect Code</i>	<i>Remedial Action Required</i>	<i>Comments</i>
	3.00	3.00	121.08	begin tightening track bolts	66 MKT
		3.11	121.08	end tightening track bolts	severed track; edge new crossing
		3.12	121.08	begin tightening track bolts	severed track; edge new crossing
		3.18	121.08	end tightening track bolts	E edge 40th
		3.19			W edge 40th
		3.20			temporary end of track
		3.41	109.04	replace 59 bridge ties	Bridge 3
		3.56			temporary end of track
		3.56	121.08	begin tightening track bolts	66 MKT
		3.56	103.01	begin installing ballast	begin skeletonized track
56.94		3.57	113.14	replace 1 ea. 66 MKT rail	
56.95		3.58	53.02	respike	
56.95		3.58	121.01	install correct size of bars	
56.95		3.58	121.08	end tightening track bolts	66 MKT ↑ 90 RB
56.96		3.59	121.06	install track bolts	
56.96		3.59	121.06	install track bolts	
56.96		3.59	121.01	install correct size of bars	
56.97		3.60	103.01	end installing ballast	end skeletonized track
56.97		3.60	121.01	install correct size of bars	
57.00		3.63	121.01	install correct size of bars	
57.06		3.69		replace 2 missing crossties	
57.07		3.70		replace 1 missing crosstie	
57.09		3.72	121.08	tighten track bolts	
57.09		3.72	121.01	install correct size of bars	
57.12		3.75		replace 1 missing crosstie	
57.12		3.75	121.08	tighten track bolts	
57.13		3.76	121.08	begin tightening track bolts	100 RE ↓ 66 MKT
57.13		3.76	121.01	install correct size of bars	
57.13		3.76	121.06	install track bolts	
57.13		3.76	121.06	install track bolts	
57.13		3.76		replace 1 missing crosstie	
57.15		3.78	113.09	replace 1 ea. 66 MKT rail	
57.19		3.82	103.01	add ballast	4 consecutive unsupported crossties
57.35		3.98	103.01	add ballast	9 consecutive unsupported crossties
57.35		3.98	121.06	install track bolts	
57.35		3.98	113.12	replace 1 ea. 66 MKT rail	
57.35		3.98	103.01	add ballast	6 consecutive unsupported crossties
57.36		3.99	103.01	add ballast	7 consecutive unsupported crossties
57.36		3.99	113.12	replace 1 ea. 66 MKT rail	
57.36		3.99	103.01	add ballast	20 consecutive unsupported crossties
57.36		3.99	103.01	add ballast	8 consecutive unsupported crossties
57.36		3.99	103.01	add ballast	6 consecutive unsupported crossties

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Naches Branch FRA Class 1 Defects

Odometer	In Place MP	Computed MP	Defect Code	Remedial Action Required	Comments
57.37	4.00				
57.37		4.00	103.01	add ballast	6 consecutive unsupported crossties
57.37		4.00	103.01	add ballast	6 consecutive unsupported crossties
57.37		4.00	103.01	add ballast	6 consecutive unsupported crossties
57.38		4.01	103.01	add ballast	6 consecutive unsupported crossties
57.38		4.01	103.01	add ballast	6 consecutive unsupported crossties
57.39		4.02	103.01	add ballast	6 consecutive unsupported crossties
57.40		4.03	103.01	add ballast	7 consecutive unsupported crossties
57.41		4.04	103.01	add ballast	7 consecutive unsupported crossties
57.42		4.05	103.01	add ballast	7 consecutive unsupported crossties
57.43		4.06	103.01	add ballast	7 consecutive unsupported crossties
57.43		4.06	103.01	add ballast	7 consecutive unsupported crossties
57.43		4.06	103.01	add ballast	13 consecutive unsupported crossties
57.43		4.06	121.08	end tightening track bolts	66 MKT ↑ 90 RB
57.45		4.08	103.01	add ballast	11 consecutive unsupported crossties
57.45		4.08	121.08	begin tightening track bolts	90 RB ↓ 66 MKT
57.45		4.08	121.01	install correct size of bars	
57.45		4.08	103.01	add ballast	7 consecutive unsupported crossties
57.46		4.09	103.01	add ballast	8 consecutive unsupported crossties
57.46		4.09	103.01	add ballast	6 consecutive unsupported crossties
57.46		4.09	103.01	add ballast	7 consecutive unsupported crossties
57.48		4.11	103.01	add ballast	18 consecutive unsupported crossties
57.48		4.11	121.08	end tightening track bolts	66 MKT ↑ 100 RE
57.49		4.12	103.01	add ballast	8 consecutive unsupported crossties
57.50		4.13	103.01	add ballast	6 consecutive unsupported crossties
57.51		4.14	103.01	add ballast	17 consecutive unsupported crossties
57.51		4.14	121.08	begin tightening track bolts	100 RE ↓ 66 MKT
57.52		4.15	103.01	add ballast	7 consecutive unsupported crossties
57.52		4.15	103.01	add ballast	8 consecutive unsupported crossties
57.53		4.16	103.01	add ballast	7 consecutive unsupported crossties
57.54		4.17	103.01	add ballast	7 consecutive unsupported crossties
57.55		4.18	103.01	add ballast	6 consecutive unsupported crossties
57.55		4.18	103.01	add ballast	7 consecutive unsupported crossties
57.55		4.18	103.01	add ballast	8 consecutive unsupported crossties
57.56		4.19	103.01	add ballast	7 consecutive unsupported crossties
57.56		4.19	103.01	add ballast	7 consecutive unsupported crossties
57.56		4.19	103.01	add ballast	8 consecutive unsupported crossties
57.56		4.19	103.01	add ballast	5 consecutive unsupported crossties
57.57		4.20	103.01	add ballast	7 consecutive unsupported crossties
57.57		4.20	103.01	add ballast	8 consecutive unsupported crossties
57.58		4.21	103.01	add ballast	7 consecutive unsupported crossties
57.59		4.22	103.01	add ballast	7 consecutive unsupported crossties
57.60		4.23	103.01	add ballast	6 consecutive unsupported crossties
57.60		4.23	103.01	add ballast	6 consecutive unsupported crossties
57.61		4.24	103.01	add ballast	4 consecutive unsupported crossties

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Naches Branch FRA Class 1 Defects

Odometer	In Place MP	Computed MP	Defect Code	Remedial Action Required	Comments
57.61		4.24	103.01	add ballast	5 consecutive unsupported crossties
57.62		4.25	103.01	add ballast	6 consecutive unsupported crossties
57.62		4.25	103.01	add ballast	5 consecutive unsupported crossties
57.63		4.26	103.01	add ballast	6 consecutive unsupported crossties
57.64		4.27	103.01	add ballast	6 consecutive unsupported crossties
57.65		4.28	103.01	add ballast	5 consecutive unsupported crossties
57.65		4.28	103.01	add ballast	4 consecutive unsupported crossties
57.66		4.29	103.01	add ballast	5 consecutive unsupported crossties
57.66		4.29	103.01	add ballast	4 consecutive unsupported crossties
57.67		4.30	103.01	add ballast	5 consecutive unsupported crossties
57.67		4.30	103.01	add ballast	5 consecutive unsupported crossties
57.67		4.30	103.01	add ballast	5 consecutive unsupported crossties
57.68		4.31	103.01	add ballast	6 consecutive unsupported crossties
57.68		4.31	121.08	end tightening track bolts	66 MKT ↑ 100 RE
57.69		4.32	121.08	begin tightening track bolts	100 RE ↓ 66 MKT
57.69		4.32	103.01	add ballast	6 consecutive unsupported crossties
57.69		4.32	103.01	add ballast	5 consecutive unsupported crossties
57.70		4.33	103.01	add ballast	4 consecutive unsupported crossties
57.70		4.33	103.01	add ballast	5 consecutive unsupported crossties
57.71		4.34	103.01	add ballast	6 consecutive unsupported crossties
57.72		4.35	103.01	add ballast	5 consecutive unsupported crossties
57.72		4.35	103.01	add ballast	5 consecutive unsupported crossties
57.73		4.36	103.01	add ballast	4 consecutive unsupported crossties
57.73		4.36	103.01	add ballast	5 consecutive unsupported crossties
57.74		4.37	103.01	add ballast	5 consecutive unsupported crossties
57.74		4.37	103.01	add ballast	5 consecutive unsupported crossties
57.75		4.38	103.01	add ballast	6 consecutive unsupported crossties
57.75		4.38	103.01	add ballast	5 consecutive unsupported crossties
57.76		4.39	103.01	add ballast	5 consecutive unsupported crossties
57.76		4.39	103.01	add ballast	4 consecutive unsupported crossties
57.77		4.40	103.01	add ballast	5 consecutive unsupported crossties
57.77		4.40	121.08	end tightening track bolts	66 MKT ↑ 100 RE
58.04		4.67	121.08	begin tightening track bolts	90 RB ↓ 66 MKT
58.04		4.67	103.01	add ballast	5 consecutive unsupported crossties
58.04		4.67	103.01	add ballast	6 consecutive unsupported crossties
58.05		4.68	103.01	add ballast	6 consecutive unsupported crossties
58.06		4.69	103.01	add ballast	6 consecutive unsupported crossties
58.07		4.70	103.01	add ballast	6 consecutive unsupported crossties
58.08		4.71	103.01	add ballast	7 consecutive unsupported crossties
58.09		4.72	103.01	add ballast	6 consecutive unsupported crossties
58.09		4.72	103.01	add ballast	6 consecutive unsupported crossties
58.09		4.72	103.01	add ballast	6 consecutive unsupported crossties
58.09		4.72	103.01	add ballast	7 consecutive unsupported crossties
58.09		4.72	103.01	add ballast	5 consecutive unsupported crossties
58.09		4.72	103.01	add ballast	6 consecutive unsupported crossties

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Naches Branch FRA Class 1 Defects

<i>Odometer</i>	<i>In Place MP</i>	<i>Computed MP</i>	<i>Defect Code</i>	<i>Remedial Action Required</i>	<i>Comments</i>
58.10		4.73	103.01	add ballast	6 consecutive unsupported crossties
58.11		4.74	103.01	add ballast	8 consecutive unsupported crossties
58.11		4.74	103.01	add ballast	6 consecutive unsupported crossties
58.12		4.75	103.01	add ballast	5 consecutive unsupported crossties
58.12		4.75	103.01	add ballast	7 consecutive unsupported crossties
58.13		4.76	103.01	add ballast	6 consecutive unsupported crossties
58.13		4.76	103.01	add ballast	6 consecutive unsupported crossties
58.14		4.77	103.01	add ballast	5 consecutive unsupported crossties
58.15		4.78	103.01	add ballast	7 consecutive unsupported crossties
58.15		4.78	103.01	add ballast	6 consecutive unsupported crossties
58.16		4.79	103.01	add ballast	6 consecutive unsupported crossties
58.17		4.80	103.01	add ballast	7 consecutive unsupported crossties
58.18		4.81	103.01	add ballast	6 consecutive unsupported crossties
58.19		4.82	103.01	add ballast	6 consecutive unsupported crossties
58.19		4.82	103.01	add ballast	6 consecutive unsupported crossties
58.19		4.82	103.01	add ballast	5 consecutive unsupported crossties
58.19		4.82	103.01	add ballast	5 consecutive unsupported crossties
58.20		4.83	103.01	add ballast	6 consecutive unsupported crossties
58.20		4.83	103.01	add ballast	6 consecutive unsupported crossties
58.20		4.83	103.01	add ballast	5 consecutive unsupported crossties
58.21		4.84	37.09	cut brush	20 lineal ft
58.21		4.84	103.01	add ballast	7 consecutive unsupported crossties
58.22		4.85	103.01	add ballast	6 consecutive unsupported crossties
58.22		4.85	103.01	add ballast	5 consecutive unsupported crossties
58.22		4.85	103.01	add ballast	6 consecutive unsupported crossties
58.23		4.86	103.01	add ballast	5 consecutive unsupported crossties
58.23		4.86	103.01	add ballast	6 consecutive unsupported crossties
58.24		4.87	103.01	add ballast	5 consecutive unsupported crossties
58.24		4.87	103.01	add ballast	5 consecutive unsupported crossties
58.25		4.88	103.01	add ballast	6 consecutive unsupported crossties
58.25		4.88	103.01	add ballast	6 consecutive unsupported crossties
58.26		4.89	103.01	add ballast	9 consecutive unsupported crossties
58.27		4.90	103.01	add ballast	6 consecutive unsupported crossties
58.28		4.91	103.01	add ballast	4 consecutive unsupported crossties
58.28		4.91	37.09	cut brush	200 lineal ft
58.29		4.92	103.01	add ballast	5 consecutive unsupported crossties
58.30		4.93	103.01	add ballast	4 consecutive unsupported crossties
58.31		4.94	103.01	add ballast	5 consecutive unsupported crossties
64.15	5.00				
64.35		5.20	121.08	end tightening track bolts	66 MKT ↑ 100 RE
64.36		5.21	121.08	begin tightening track bolts	100 RE ↓ 66 MKT
64.47		5.32	103.01	add ballast	4 consecutive unsupported crossties
64.47		5.32	103.01	add ballast	5 consecutive unsupported crossties
64.48		5.33	103.01	add ballast	3 consecutive unsupported crossties
64.53		5.38	103.01	add ballast	5 consecutive unsupported crossties

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Naches Branch FRA Class 1 Defects

Odometer	In Place MP	Computed MP	Defect Code	Remedial Action Required	Comments
64.73		5.58	103.01	add ballast	46 consecutive unsupported crossties
64.80		5.65	121.08	end tightening track bolts	66 MKT ↑ 90 RB
64.81		5.66	133.19	grind point of frog	
64.82		5.67	135.06	tighten heel block bolts	
64.83		5.68	121.08	begin tightening track bolts	90 RB ↓ 66 MKT
64.89		5.74	121.08	end tightening track bolts	66 MKT ↑ 90 RB
400.81		5.86	121.08	begin tightening track bolts	90 RB ↓ 66 MKT
400.85		5.90	37.09	cut brush	20 lineal ft
400.94		5.99	37.09	cut brush	20 lineal ft
401.10		6.15	37.09	cut brush	10 lineal ft
401.16		6.21	121.08	end tightening track bolts	66 MKT ↑ 90 RB
401.17		6.22	121.08	begin tightening track bolts	90 RB ↓ 66 MKT
401.22		6.27	37.09	cut brush	10 lineal ft
401.28		6.33	103.01	add ballast	2 consecutive unsupported crossties
401.50		6.55	37.09	cut brush	220 lineal ft
401.65		6.70	37.09	cut brush	20 lineal ft
401.68		6.73	37.09	cut brush	10 lineal ft
401.72		6.77	109.02	2	11 ft switch ties
401.75		6.80	121.08	end tightening track bolts	66 MKT ↑ 85 ASCE
401.77		6.82	121.08	begin tightening track bolts	85 ASCE ↓ 66 MKT
401.85		6.90	121.08	end tightening track bolts	66 MKT ↑ 100 RE
401.86		6.91	121.08	begin tightening track bolts	100 RE ↓ 66 MKT
401.88		6.93	137.01	replace frog	
401.89		6.94	109.02	1	10 ft switch ties
401.89		6.94	109.02	2	11 ft switch ties
401.96		7.01	135.05	1	16 ft header tie
401.96		7.01	109.02	1	9 ft switch ties
401.96		7.01	109.03	5	10 ft switch ties
401.96		7.01	109.02	1	12 ft switch ties
401.97		7.02	121.08	end tightening track bolts	66 MKT ↑ 100 RE
402.20		7.25	121.01	install correct size of bars	
402.21		7.26	121.08	begin tightening track bolts	90 RB ↓ 66 MKT
402.53		7.58		replace 1 missing crosstie	
402.53		7.58		replace 1 missing crosstie	
402.65		7.70	109.02	1	8 ft crosstie
402.68		7.73	109.02	1	8 ft crosstie
402.83		7.88	103.01	add ballast	2 consecutive unsupported crossties
402.85		7.90	135.05	2	9 ft switch ties
402.85		7.90	135.06	3	10 ft switch ties
402.85		7.90	109.02	1	11 ft switch ties
402.85		7.90	109.02	13	13 ft switch ties
402.85		7.90	109.02	1	14 ft switch ties
402.85		7.90	109.02	3	15 ft switch ties
2.95	8.00				
2.95		8.00	121.08	end tightening track bolts	66 MKT ↑ 90 RB

000169

Naches Branch FRA Class 1 Defects

<i>Odometer</i>	<i>In Place MP</i>	<i>Computed MP</i>	<i>Defect Code</i>	<i>Remedial Action Required</i>	<i>Comments</i>
2.95		8.00	121.06	install track bolts	
2.98		8.03	121.08	begin tightening track bolts	90 RB ↓ 66 MKT
2.99		8.04	103.01	add ballast	4 consecutive unsupported crossties
3.00		8.05	103.01	add ballast	3 consecutive unsupported crossties
3.00		8.05	103.01	add ballast	5 consecutive unsupported crossties
3.01		8.06	103.01	add ballast	4 consecutive unsupported crossties
3.04		8.09	103.01	add ballast	5 consecutive unsupported crossties
3.05		8.10	103.01	add ballast	4 consecutive unsupported crossties
3.06		8.11	103.01	add ballast	4 consecutive unsupported crossties
3.06		8.11	103.01	add ballast	3 consecutive unsupported crossties
3.07		8.12	103.01	add ballast	6 consecutive unsupported crossties
3.07		8.12	103.01	add ballast	4 consecutive unsupported crossties
3.08		8.13	103.01	add ballast	5 consecutive unsupported crossties
3.09		8.14	103.01	add ballast	5 consecutive unsupported crossties
3.10		8.15	103.01	add ballast	4 consecutive unsupported crossties
3.13		8.18	37.09	cut brush	30 lineal ft
3.22		8.27	103.01	add ballast	4 consecutive unsupported crossties
3.23		8.28	103.01	add ballast	6 consecutive unsupported crossties
3.24		8.29	103.01	add ballast	4 consecutive unsupported crossties
3.25		8.30	103.01	add ballast	12 consecutive unsupported crossties
3.26		8.31	103.01	add ballast	8 consecutive unsupported crossties
3.26		8.31	37.09	cut brush	10 lineal ft
3.27		8.32	103.01	add ballast	5 consecutive unsupported crossties
3.28		8.33	103.01	add ballast	5 consecutive unsupported crossties
3.29		8.34	103.01	add ballast	6 consecutive unsupported crossties
3.29		8.34	103.01	add ballast	4 consecutive unsupported crossties
3.30		8.35	103.01	add ballast	7 consecutive unsupported crossties
3.31		8.36	103.01	add ballast	6 consecutive unsupported crossties
3.46		8.51	103.01	add ballast	4 consecutive unsupported crossties
3.48		8.53	103.01	add ballast	5 consecutive unsupported crossties
3.48		8.53	103.01	add ballast	5 consecutive unsupported crossties
3.49		8.54	103.01	add ballast	6 consecutive unsupported crossties
3.49		8.54	103.01	add ballast	5 consecutive unsupported crossties
3.50		8.55	103.01	add ballast	6 consecutive unsupported crossties
3.50		8.55	103.01	add ballast	4 consecutive unsupported crossties
3.50		8.55	103.01	add ballast	5 consecutive unsupported crossties
3.51		8.56	103.01	add ballast	3 consecutive unsupported crossties
3.51		8.56	103.01	add ballast	4 consecutive unsupported crossties
3.51		8.56	103.01	add ballast	5 consecutive unsupported crossties
3.52		8.57	103.01	add ballast	4 consecutive unsupported crossties
3.52		8.57	103.01	add ballast	4 consecutive unsupported crossties
3.53		8.58	103.01	add ballast	5 consecutive unsupported crossties
3.53		8.58	103.01	add ballast	5 consecutive unsupported crossties
3.54		8.59	103.01	add ballast	4 consecutive unsupported crossties
3.54		8.59	103.01	add ballast	5 consecutive unsupported crossties

000170

Naches Branch FRA Class 1 Defects

Odometer	In Place MP	Computed MP	Defect Code	Remedial Action Required	Comments
3.55		8.60	103.01	add ballast	3 consecutive unsupported crossties
3.60		8.65	121.08	end tightening track bolts	66 MKT ↑ 90 RB
3.60		8.65	121.08	tighten track bolts	
3.62		8.67	121.08	begin tightening track bolts	90 RB ↓ 66 MKT
3.66		8.71	103.01	add ballast	4 consecutive unsupported crossties
3.66		8.71	103.01	add ballast	4 consecutive unsupported crossties
3.67		8.72	103.01	add ballast	7 consecutive unsupported crossties
3.67		8.72	103.01	add ballast	4 consecutive unsupported crossties
3.67		8.72	103.01	add ballast	3 consecutive unsupported crossties
3.68		8.73	103.01	add ballast	4 consecutive unsupported crossties
3.68		8.73	103.01	add ballast	6 consecutive unsupported crossties
3.68		8.73	103.01	add ballast	3 consecutive unsupported crossties
3.69		8.74	103.01	add ballast	5 consecutive unsupported crossties
3.69		8.74	103.01	add ballast	4 consecutive unsupported crossties
3.69		8.74	103.01	add ballast	4 consecutive unsupported crossties
3.70		8.75	103.01	add ballast	3 consecutive unsupported crossties
3.70		8.75	103.01	add ballast	4 consecutive unsupported crossties
3.70		8.75	103.01	add ballast	4 consecutive unsupported crossties
3.71		8.76	103.01	add ballast	3 consecutive unsupported crossties
3.72		8.77	103.01	add ballast	6 consecutive unsupported crossties
3.72		8.77	103.01	add ballast	6 consecutive unsupported crossties
3.73		8.78	103.01	add ballast	4 consecutive unsupported crossties
3.73		8.78	103.01	add ballast	7 consecutive unsupported crossties
3.74		8.79	103.01	add ballast	2 consecutive unsupported crossties
3.75		8.80	103.01	add ballast	4 consecutive unsupported crossties
3.75		8.80	103.01	add ballast	5 consecutive unsupported crossties
3.76		8.81	103.01	add ballast	4 consecutive unsupported crossties
3.76		8.81	103.01	add ballast	3 consecutive unsupported crossties
3.76		8.81	103.01	add ballast	5 consecutive unsupported crossties
3.76		8.81	103.01	add ballast	4 consecutive unsupported crossties
3.77		8.82	103.01	add ballast	3 consecutive unsupported crossties
3.77		8.82	103.01	add ballast	4 consecutive unsupported crossties
3.77		8.82	103.01	add ballast	5 consecutive unsupported crossties
3.77		8.82	103.01	add ballast	4 consecutive unsupported crossties
3.77		8.82	103.01	add ballast	4 consecutive unsupported crossties
3.78		8.83	103.01	add ballast	3 consecutive unsupported crossties
3.80		8.85	103.01	add ballast	12 consecutive unsupported crossties
3.80		8.85	103.01	add ballast	4 consecutive unsupported crossties
3.81		8.86	103.01	add ballast	6 consecutive unsupported crossties
3.81		8.86	103.01	add ballast	2 consecutive unsupported crossties
3.82		8.87	103.01	add ballast	3 consecutive unsupported crossties
3.82		8.87	103.01	add ballast	4 consecutive unsupported crossties
3.83		8.88	103.01	add ballast	4 consecutive unsupported crossties
3.83		8.88	103.01	add ballast	4 consecutive unsupported crossties
3.83		8.88	103.01	add ballast	4 consecutive unsupported crossties
3.84		8.89	103.01	add ballast	4 consecutive unsupported crossties

000171

Naches Branch FRA Class 1 Defects

<i>Odometer</i>	<i>In Place MP</i>	<i>Computed MP</i>	<i>Defect Code</i>	<i>Remedial Action Required</i>	<i>Comments</i>
3.84		8.89	103.01	add ballast	3 consecutive unsupported crossties
3.84		8.89	103.01	add ballast	4 consecutive unsupported crossties
3.84		8.89	103.01	add ballast	5 consecutive unsupported crossties
3.84		8.89	103.01	add ballast	2 consecutive unsupported crossties
3.84		8.89	103.01	add ballast	5 consecutive unsupported crossties
3.85		8.90	103.01	add ballast	2 consecutive unsupported crossties
3.85		8.90	103.01	add ballast	2 consecutive unsupported crossties
3.85		8.90	103.01	add ballast	4 consecutive unsupported crossties
3.85		8.90	103.01	add ballast	4 consecutive unsupported crossties
3.86		8.91	103.01	add ballast	4 consecutive unsupported crossties
3.86		8.91	103.01	add ballast	5 consecutive unsupported crossties
3.86		8.91	103.01	add ballast	4 consecutive unsupported crossties
3.90		8.95	121.08	end tightening track bolts	66 MKT ↑ 100 RE
3.94		8.99	37.09	cut brush	50 lineal ft
3.95	9.00				
4.12		9.17	121.08	begin tightening track bolts	100 RE ↓ 66 MKT
4.12		9.17	103.01	add ballast	6 consecutive unsupported crossties
4.13		9.18	103.01	add ballast	4 consecutive unsupported crossties
4.13		9.18	103.01	add ballast	4 consecutive unsupported crossties
4.14		9.19	103.01	add ballast	3 consecutive unsupported crossties
4.14		9.19	103.01	add ballast	3 consecutive unsupported crossties
4.15		9.20	103.01	add ballast	7 consecutive unsupported crossties
4.24		9.29	121.08	end tightening track bolts	66 MKT ↑ 90 RB
4.26		9.31	121.08	begin tightening track bolts	90 RB ↓ 66 MKT
4.73		9.78	33.04	begin ditching North side	
4.78		9.83	37.09	begin cutting brush North side	
4.85		9.90	33.04	end ditching North side	
4.87		9.92	37.09	end cutting brush North side	
4.89		9.94	33.04	begin ditching North side	
4.89		9.94	121.08	end tightening track bolts	66 MKT ↑ 100 RE
4.89		9.94	121.01	install correct size of bars	
4.91	10.00				
4.95		10.04	33.04	end ditching North side	
4.96		10.05	37.09	cut brush	10 lineal ft
4.99		10.08	37.09	cut brush	30 lineal ft
5.01		10.10	121.01	install correct size of bars	
5.01		10.10	121.08	begin tightening track bolts	100 RE ↓ 66 MKT
5.28		10.37	109.02	1 8 ft crosstie	
5.30		10.39	109.02	1 8 ft crosstie	
5.32		10.41	121.06	install track bolts	
5.35		10.44	121.06	install track bolts	
5.40		10.49	103.01	add ballast	2 consecutive unsupported crossties
5.41		10.50	109.02	1 8 ft crosstie	
5.43		10.52	103.01	add ballast	2 consecutive unsupported crossties
5.44		10.53	33.04	begin ditching North side	

000172

Naches Branch FRA Class 1 Defects

Odometer	In Place MP	Computed MP	Defect Code	Remedial Action Required	Comments
5.61		10.70	33.04	end ditching North side	
5.67		10.76	121.06	install track bolts	
5.70		10.79	121.08	end tightening track bolts	66 MKT ↑ 100 RE
5.75		10.84	121.08	begin tightening track bolts	100 RE ↓ 66 MKT
5.80		10.89	109.02	1 8 ft crosstie	
5.82		10.91	109.02	1 8 ft crosstie	
5.83		10.92	109.02	1 8 ft crosstie	
5.85	11.00				
5.95		11.10	109.02	1 8 ft crosstie	
6.05		11.20	115.02	replace 1 ea. 66 MKT rail	
6.08		11.23	109.04	4 8 ft crosstie	
6.10		11.25	121.08	end tightening track bolts	66 MKT ↑ 90 RB
6.12		11.27	121.08	begin tightening track bolts	90 RB ↓ 66 MKT
6.13		11.28	109.02	1 8 ft crosstie	
6.26		11.41	109.02	1 8 ft crosstie	
6.27		11.42	103.01	add ballast	1 unsupported crosstie
6.27		11.42	103.01	add ballast	2 consecutive unsupported crossties
6.28		11.43	103.01	add ballast	1 unsupported crosstie
6.29		11.44	103.01	add ballast	1 unsupported crosstie
6.29		11.44	103.01	add ballast	1 unsupported crosstie
6.30		11.45	103.01	add ballast	1 unsupported crosstie
6.30		11.45	103.01	add ballast	1 unsupported crosstie
6.30		11.45	103.01	add ballast	1 unsupported crosstie
6.30		11.45	103.01	add ballast	3 consecutive unsupported crossties
6.30		11.45	103.01	add ballast	2 consecutive unsupported crossties
6.30		11.45	103.01	add ballast	2 consecutive unsupported crossties
6.31		11.46	103.01	add ballast	2 consecutive unsupported crossties
6.31		11.46	103.01	add ballast	2 consecutive unsupported crossties
6.32		11.47	103.01	add ballast	2 consecutive unsupported crossties
6.49		11.64	109.02	1 8 ft crosstie	
6.50		11.65	109.02	1 8 ft crosstie	
6.51		11.66	109.02	1 8 ft crosstie	
6.53		11.68	109.02	1 8 ft crosstie	
6.54		11.69	109.02	1 8 ft crosstie	
6.54		11.69	109.02	1 8 ft crosstie	
6.56		11.71	127.01	gage and spike	
6.61		11.76	109.02	1 8 ft crosstie	
6.64		11.79	109.02	1 8 ft crosstie	
7.00		12.15	121.08	end tightening track bolts	66 MKT ↑ 90 RB
7.00		12.15	121.01	install correct size of bars	
7.02		12.17	121.08	begin tightening track bolts	90 RB ↓ 66 MKT
7.04		12.19	109.02	1 8 ft crosstie	
7.05		12.20	127.01	gage and spike	
7.30		12.45	121.06	install track bolts	
7.38		12.53	109.02	1 8 ft crosstie	

000173

Naches Branch FRA Class 1 Defects

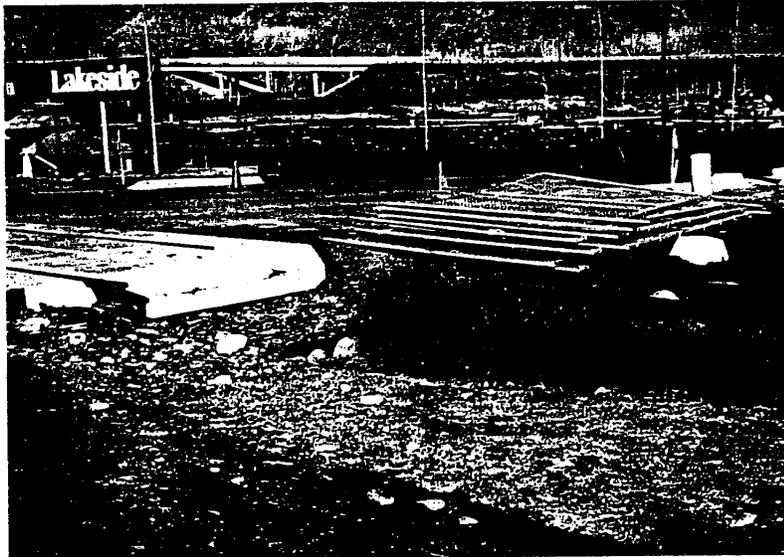
Odometer	In Place MP	Computed MP	Defect Code	Remedial Action Required	Comments
7.40		12.55	109.02	1 8 ft crosstie	
7.41		12.56		replace 1 missing crosstie	
7.42		12.57	109.02	1 8 ft crosstie	
7.42		12.57		replace 1 missing crosstie	
7.50		12.65	121.06	install track bolts	
7.53		12.68		replace 1 missing crosstie	
7.54		12.69	109.02	1 8 ft crosstie	
7.60		12.75	109.02	1 8 ft crosstie	
7.61		12.76	109.02	1 8 ft crosstie	
7.62		12.77	109.02	1 8 ft crosstie	
7.63		12.78	109.04	4 8 ft crosstie	
7.64		12.79	109.02	1 8 ft crosstie	
7.65		12.80	109.02	1 8 ft crosstie	
7.65		12.80	109.02	1 8 ft crosstie	
7.66		12.81	109.02	1 8 ft crosstie	
7.70		12.85	109.02	1 8 ft crosstie	
7.74	13.00				
7.78		13.04	103.01	add ballast	2 consecutive unsupported crossties
7.80		13.06	109.04	5 8 ft crosstie	
7.87		13.13	109.04	4 8 ft crosstie	
7.90		13.16	109.02	1 8 ft crosstie	
7.93		13.19	121.08	end tightening track bolts	66 MKT ↑ 90 RB
7.96		13.22	121.08	begin tightening track bolts	90 RB ↓ 66 MKT
7.98		13.24		replace 1 missing crosstie	
7.99		13.25		replace 1 missing crosstie	
8.00		13.26		replace 2 missing crossties	
8.00		13.26		replace 2 missing crossties	
8.00		13.26		replace 1 missing crosstie	
8.00		13.26		replace 1 missing crosstie	
8.00		13.26	109.02	1 8 ft crosstie	
8.10		13.36	37.09	cut brush	10 lineal ft
8.12		13.38	37.09	cut brush	30 lineal ft
8.13		13.39	109.02	1 8 ft crosstie	
8.18		13.44	115.01	replace 1 rail	
8.19		13.45	109.02	1 8 ft crosstie	
8.19		13.45	109.02	1 8 ft crosstie	
8.21		13.47	121.08	end tightening track bolts	66 MKT ↑ 90 RB
8.25		13.51	133.13	tighten 3 bolts	
		13.53	121.08	begin tightening track bolts	90 RB ↓ 66 MKT
		13.68	135.11	replace point	
		13.68	135.06	service heel blocks	
		13.82	121.08	end tightening track bolts	66 MKT ↑ 100 RE
		13.92	121.08	begin tightening track bolts	
		14.03	109.02	1 8 ft crosstie	
		14.05	109.02	1 8 ft crosstie	

000174

Naches Branch FRA Class 1 Defects

<i>Odometer</i>	<i>In Place MP</i>	<i>Computed MP</i>	<i>Defect Code</i>	<i>Remedial Action Required</i>	<i>Comments</i>
		14.07	109.02	1	8 ft crosstie
		14.08	109.02	1	8 ft crosstie
		14.09	109.02	1	8 ft crosstie
		14.11	109.02	1	8 ft crosstie
		14.12	109.02	1	8 ft crosstie
		14.14	109.02	1	8 ft crosstie
		14.15			begin ball full wood chips
		14.23	121.08		end tightening track bolts
		14.23	135.06		service heel blocks
		14.23	135.05	3	9 ft switch ties
		14.23	135.06	2	10 ft switch ties
		14.23	109.02	1	11 ft switch ties
		14.23	109.02	1	12 ft switch ties
		14.23	121.08		tighten joint bolts

Naches Branch

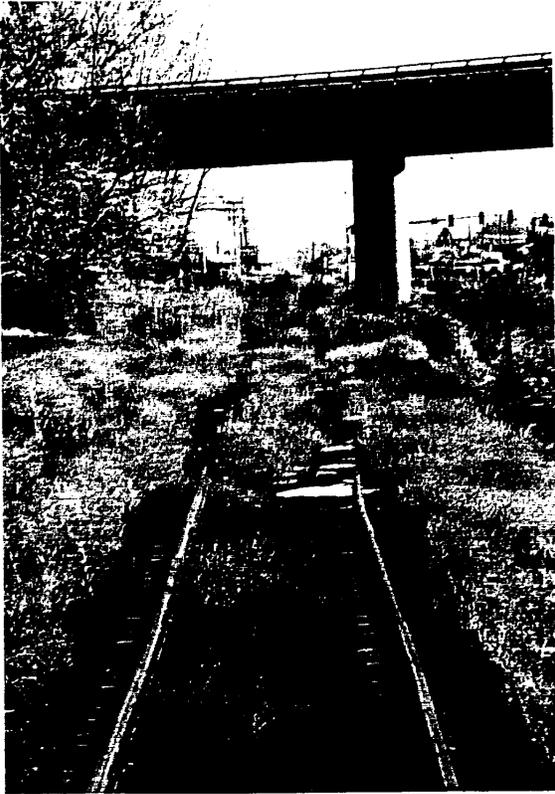


MP 3.11 East edge of incomplete crossing installation.



MP 3.12 West edge of incomplete crossing installation.

Naches Branch



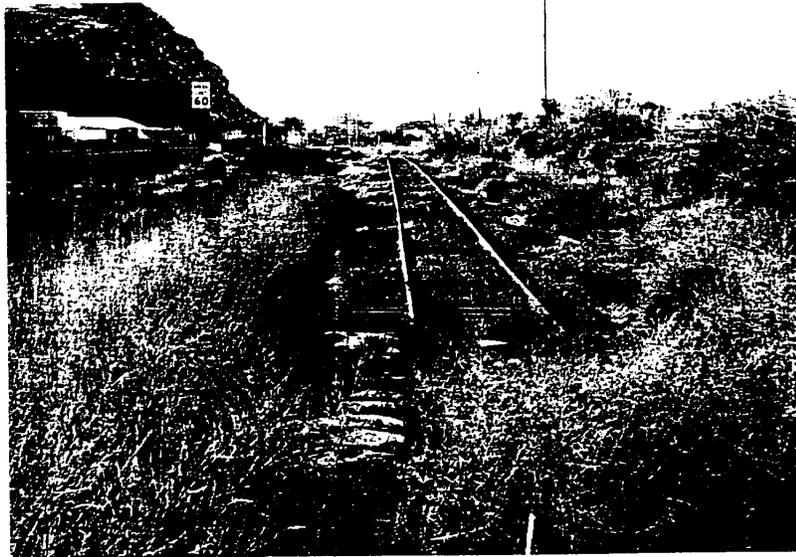
MP 3.57

Looking East toward 40th Street.



MP 3.88 Intermittent cross-tie installations.
Vegetation in ballast area and ditches.

Naches Branch



MP 4.00 Abrupt change in vegetation density. Nests of unsupported crossies, loose joints, and surface deviations.



MP 5.00 Vegetation in ballast area, loose joints and cross level deviations.

Naches Branch



MP 6.45

Brush and trees cause grade crossing visibility problems for eastbound trains. Loose joints, line, surface, and cross level deviations.



MP 6.93 Severely worn frog does not meet FRA Class 1 track requirements.

Naches Branch

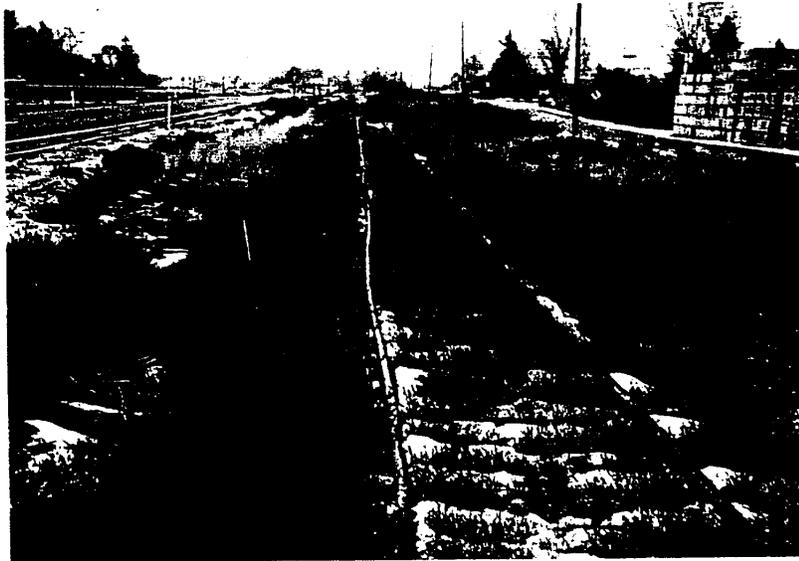


MP 8.99 Good line and surface. Cut brush on left hand side of the track.
Snow may be obscuring defects.

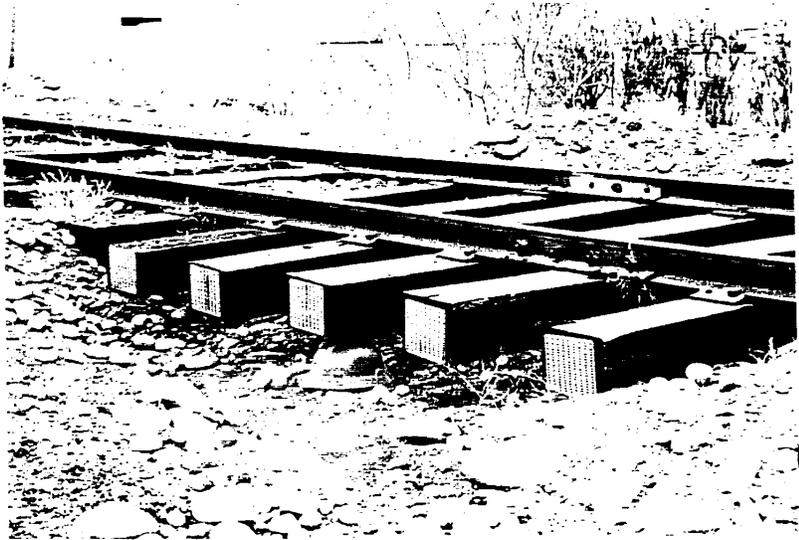


MP 10.69 Clean right hand ditch.
Changing amount of vegetation in ballast area.

Naches Branch



MP 11.05 Wide gage.
Snow and vegetation may be obscuring numerous defects.



MP 4.95 Typical un-ballasted crosstie installation. Note, no tie plates
under the joint bars and incorrect spike pattern.

Naches Branch Estimate of RR Costs

To reconstruct the missing track and rehabilitate the existing trackage.

Use a combination of RR, Yakima County, and offender labor.

Use a combination of RR owned, purchased and rented and Yakima County equipment.

Use crossties, bridge ties, and switch ties donated by Layman Lumber.

Use 85 ASCE rail and OTM from the Taunton siding.

RR Labor

Rehabilitate existing track and construct track		80,000
Repair grade crossing signals		
labor	2 @	3500 Each 7,000
<i>Total RR Labor Costs</i>		<i>87,000</i>

RR Equipment

Locomotive	Rent	3 month	2000		6,000
Ballast Regulator	Rent	4 month	4000		16,000
Tie Tamper	Rent	3 month	4000		12,000
Loader	Rent	4 month	4500		18,000
Rental Total					52,000
Ballast Gondola	Purchase				10,000
Bolt Machine	Purchase				5,000
Rail Drill	Purchase				3,500
Rail Saw	Purchase				2,500
Spike Driver	Purchase				8,500
Miscellaneous Hand Tools					5,000
Purchase Total					34,500
Gas, Oil, Diesel, & Lubricants					11,200
<i>Total RR Equipment Costs</i>					<i>97,700</i>

Naches Branch Estimate of Yakima Co. Expenses

To reconstruct the missing track and rehabilitate the existing trackage.

Use a combination of RR, Yakima County, and offender labor.

Use a combination of RR owned, purchased and rented and Yakima County equipment.

Inmate Labor

To reconstruct the missing track and rehabilitate the existing trackage.

Based on 8 inmates and 1 supervisor per day, for 18 weeks.

Inmate	5760	@	0.55	hr	3,168	
Inmate Superviosr	720	@	14.15	hr	10,188	
Inmate Transportation	5750	@	0.50	mile	2,875	
						inmate labor 16,231.00

Total Inmate Labor Costs 16,231



County Labor and Equipment

Clean 2,060 lineal ft. of ditch

backhoe	48	@	35	hr	1680	
Operator	48	@	25	hr	1200	
low boy	8	@	43	hr	344	
Driver	8	@	25	hr	200	
						Ditch cleaning 3,424.00

Total County Labor and Equipment Costs 3,424

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Naches Branch Material Purchases Estimate

Materials to reconstruct the missing track and rehabilitate the existing trackage.

Use a combination of RR, Yakima County, and offender labor.
 Use a combination of RR owned tools, and Yakima County equipment.
 Use crossties, bridge ties, and switch ties donated by Layman Lumber.
 Use 85 ASCE rail and OTM from the Taunton siding.

Materials to be purchased

Ballast						
MP 3.11 grade crossing	8.62	NT				
track construction	2,657.00	NT				
skeletonized track	365.70	NT				
hanging crossties	1,794.28	NT				
tie installation	42.09	NT				
surfacing	4,452.02	NT				
Total NT ballast to be placed	9,319.71					
Initial placement of	6,300.00	@	\$ 8.21	NT		51,723
Crossties <i>Donated by Layman Lumber</i>						
install crossties	109					
construct track	946					
New crossties, Freight	1,055	@	\$ 1.09	Each		1,150
Bridge Ties <i>Donated by Layman Lumber</i>						
Bridge # 3	60					
New Bridge Ties, Freight	60	@	\$ 1.09	Each		65
Switch Ties <i>Donated by Layman Lumber</i>						
	6	EA	9	Ft.		
	11	EA	10	Ft.		
	5	EA	11	Ft.		
	2	EA	12	Ft.		
	1	EA	13	Ft.		
	1	EA	14	Ft.		
	3	EA	15	Ft.		
	1	EA	16	Ft.		
New Switch Ties, Freight	30	@	\$ 1.09	Each		33
Tie Plugs						
	8	@	\$ 35.00	Bundle		280
Boat spikes						
	30	@	\$ 1.50	Each		45

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Naches Branch Material Purchases Estimate

Track spikes						
59	bridge ties @ 6 spikes per tie					354
946	crossties @ 4 spikes per tie					3,784
	spikes for servicing joints					3,034
	gage and spike					500
81	crossties @ 4 spikes per tie					324
4	rail changeout @ 38 spikes ea					152
20	crossties @ 6 spikes per tie					120
30	switch ties @ 14 spikes per tie					420
	MP 3.11 grade crossing					195
	Kegs of new track spikes	46	\$	99.00	Keg	4,518
Joint bars						
	pair joint bars	10	@	\$ 16.00	Pair	160
	sets of comp bars	11	@	\$ 350.00	Set	3,850
Track bolts						
	Bolts for servicing joints	1566				
	Washers for servicing joints	2169				
	Bolts for frog installation	16				
	Washers for frog installation	16				
	Bolts for MP 3.11 grade crossing	32				
	Washers for MP 3.11 crossing	32				
	Bolts for new construction	380				
	Washers for new construction	380				
	New washers	2,597	@	\$ 0.39	Each	1,013
	Kegs of new track bolts	21	@	\$ 165.00	Keg	3,455
Switch material						
	Reconditioned 66 MKT point	1	@	1,600	Each	1,600
	Reconditioned 66 MKT frog	1	@	3,500	Each	3,500
MP 3.11 Grade crossing						
	field welding kits	2	@	\$ 400.00	Each	800
	tie plates	38	@	\$ 3.25	Each	124
	112 RE rail	1	@	\$ 336.00	Each	336
Grade crossing signals						
	Signal materials	2	@	1,500	Each	3,000

Material Purchase Total

75,652

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Taunton Materials for Naches Branch Cost Estimate

Yakima County Costs

Inmate Labor = \$0.55 per hr
 Inmate Supervisor = \$14.15 per hr
 Truck Driver = \$25.00 hr
 Equipment Operator = \$25.00 hr

Inmate Transportation = \$0.50 per mile
 Tractor and Lowboy = \$43.00 per hr
 Crane Truck = \$23.00 hr
 Bulldozer = \$25.00 hr

haul road	1800	Ft					
	bulldozer	16	@	20	hr	320	
	Operator	16	@	25	hr	400	
	Operator OT	6	@	37.50	hr	225	
	low boy	12	@	43	hr	516	
	Driver	12	@	25	hr	300	
							haul road 1,761.00
cut bolts							
	Oxygen	4	@	25	ea	100	
	Acetylene	2	@	40	ea	80	
	Inmate	24	@	0.55	hr	13.20	
	Welder	24	@	25	hr	600	
							cut bolts 793.20
disassemble track							
	pull spikes	Inmate	434	@	0.55	hr	238.70
	center mark rail	Inmate	42	@	0.55	hr	23.10
	remove bars	Inmate	18	@	0.55	hr	9.90
							disassemble 271.70
load OTM							
	Inmate	48	@	0.55	hr	26.40	
	truck	8	@	23	hr	184.00	
	Truck driver	8	@	25	hr	200.00	
							load OTM 26.40
haul OTM							
	truck	8	@	23	hr	184.00	
	Truck driver	8	@	37.50	hr	300.00	
							haul OTM 484.00
load rail							
	Inmate	8	@	0.55	hr	4.40	
	Crane truck	8	@	23	hr	184.00	
	Truck driver	8	@	25	hr	200.00	
							load rail 388.40

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Taunton Materials for Naches Branch Cost Estimate

haul rail	Crane truck	10	@	23	hr	230.00	
	Truck driver	10	@	37.50	hr	375.00	
	Inmate	10	@	0.55	hr	5.50	
						haul rail	610.50
unload rail	Crane truck	4	@	23	hr	92.00	
	Truck driver	4	@	25	hr	100.00	
	Inmate	4	@	0.55	hr	2.20	
						unload rail	194.20
travel time	Inmate	600	@	0.55	hr	330.00	
							330.00
Inmate transportation		5,625	@	0.50	mile	2812.50	
							2,812.50
Inmate supervisor		200	@	14.50	hr	2900.00	
							2,900.00

Based on 6 inmates per day with 4 hours per day working time.

Total 10,571.90

travel time	Inmate	416	@	0.55	hr	228.80	
							228.80
Inmate transportation		2,925	@	0.50	mile	1462.50	
							1,462.50
Inmate supervisor		104	@	14.50	hr	1508.00	
		26	@	21.75	hr	565.50	
							2,073.50

Based on 8 inmates per day with 6 hours per day working time.

Total 8,294.20

Note: In the event equipment availability is limited,
overtime has been included for the equipment operator and truck driver in both scenarios.

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Naches Branch Cost Estimate

To reconstruct the missing track and rehabilitate the existing trackage.

Use a combination of RR, Yakima County, and offender labor.

Use a combination of RR owned, purchased and rented and Yakima County equipment.

Use crossties, bridge ties, and switch ties donated by Layman Lumber.

Use 85 ASCE rail and OTM from the Taunton siding.

Railroad		
labor		87,000.00
equipment		97,700.00
Yakima County		
labor and equipment		3,424.00
Inmate		
supervision, labor, and transportation		16,231.00
Material Purchases		
Total of all vendors		75,651.66
Materials from Taunton		
Delivered Naches Branch		8,294.20
<i>Project Estimate Total</i>		<i>288,300.86</i>

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EXHIBIT G



**Washington State
Department of Transportation**

Douglas B. MacDonald
Secretary of Transportation

March 20, 2003

Transportation Building

310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Kevan T. Montoya
Velikanje, Moore & Shore, P.S.
405 East Lincoln Avenue
PO Box 22550
Yakima, WA 98907-

Dear Mr. Montoya:

In accordance with the Public Disclosure Act, RCW 42.17, this letter acknowledges receipt of your request for records dated March 13, 2003, received and date stamped in this office March 20, 2003, concerning:

1. *All potential use and profitability of the Naches Rail Line in the future.*
2. *All use and profitability of the Naches Rail Line in the past.*
3. *All studies of the amounts it would cost to repair the Naches Rail Line.*
4. *All payment of attorney's fee to attorneys to advise the Department of Transportation on any litigation or legal issues related to the Naches Rail Line.*
5. *All agreements between the State of Washington and anyone else regarding the payment of judgment liens or expenses to repair the Naches Rail Line.*

Your request has been forwarded to Ray Allred at the Rail Office. We will respond to your request within 30 days.

If you have any questions you may contact me at (360) 705-7734.

Sincerely,

Marta Carlo
WSDOT Records Management

cc: Ray Allred, Rail Office
Jean Cushman, AGO

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**Estimated Profit/(Loss)
Naches Line
Short Line Operation**

Revenue		\$97,750
Wood Chips	350 cars x \$150 =	\$52,500
All Other Commodities	121 cars x \$250 =	30,250
Other Revenue ¹		15,000
Costs		97,618
Maintenance of Way (Routine)	10 miles @ \$1,250 =	\$12,500
Maintenance of Equipment ² =		40,000
Transportation ³	Crew 27.00/hr x 624 hrs =	16,848
	Other ⁴ =	12,000
General and Administrative @ 20% costs above =		16,270
Profit/(Loss)		<u>\$132</u>

¹ Car Storage, Car Repairs, Excursion/Tourist Train

² Depreciation, Maintenance & Fuel (small switch engine)

³ Operation 4 hrs/day x 3 days/wk

⁴ Train Supplies & Expenses, Claims, Derailments

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NACHES BRANCH FINANCIAL PLAN

January 2001

1. The Income and expenses listed below are based on several assumptions. These are:

- a) That Layman lumber will return to shipping wood chips (350 cars per year) and lumber (40 cars per year) by rail when the line is restored; and that J&J Wood Products and International Wood Industries will ship approx. 90 cars per year of plywood (in) and bins (out).
- b) That the delivering fee negotiated with BNSF will be \$125.00 per car for chips and \$325.00 per car for plywood and lumber.
- c) That the BNSF will negotiate 3 days of car hire relief to the TSWR
- d) That the total traffic on the line will be approx. 480 cars per year.
- e) That the demurrage rate for car hire time in excess of the 3 days will be charged at a rate of \$0.42 per hour.
- f) That the TSWR will work 2 days each week.

2. Projected Income (annual):

- Freight	\$	85,900.00
- Line leases		2,000.00
- demurrage		4,000.00
- passenger operations/excursions		15,000.00
- miscellaneous		3,000.00
		<hr/>
		\$109,900.00

3. Projected Expenses (annual):

- motive power lease*	\$	21,000.00
- fuel		6,000.00
- office supplies (fax, phone, & postage)		1,500.00
- railroad car hire		2,000.00
- utilities		2,500.00
- M/W, contracted		16,000.00
- Spray program		4,000.00
- Labor		20,000.00
- RMI software		2,000.00
- Insurance		15,000.00
- repeater antennae lease		1200.00
- Repeater radio and programming		4000.00
		<hr/>
		\$95,200.00

* required only if both of our present locomotives are unsuitable on this line.

4. Start Up Expenses: We expect about \$10,000 to \$15,000 will be required initially. The TSWR is prepared to obtain a loan to cover these expenses. Since our credit is in good shape and our corporate papers in order, we see no problem in obtaining a short term loan to meet operating expenses.

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EXHIBIT H

AMENDMENT # 1

TO

AGREEMENT

BETWEEN

**WASHINGTON STATE DEPARTMENT
OF
TRANSPORTATION**

AND

**YAKIMA INTERURBAN LINES ASSOCIATION, d/b/a
YAKIMA VALLEY TRANSPORTATION COMPANY**

**Respecting
Rail Line Rehabilitation Project Between
Yakima, WA and Naches, WA**

AGREEMENT NO: RR-00238

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AMENDMENT

This Amendment Number 1 to Agreement Number RR-00238 (Agreement) between the Washington State Department of Transportation (STATE) and the Yakima Interurban Lines Association, d/b/a Yakima Valley Transportation Company (RAILROAD) is made and entered into this 9th day of AUGUST, 1999.

WHEREAS, this Agreement expires on August 15, 1999 and due to unforeseen delays this rail line rehabilitation will take longer than originally anticipated; and

WHEREAS, as much as an additional three months is needed to complete this rail line rehabilitation project; and

WHEREAS, the STATE believes it is in the STATE'S best interest to extend this Agreement and complete this rail line rehabilitation project; and

WHEREAS, the STATE agrees to extend this Agreement to November 15, 1999;

NOW, THEREFORE, to have this Agreement reflect the aforementioned Agreement extension, the STATE and RAILROAD, hereby, agree to the following revisions to this Agreement:

SECTION I, paragraph 4 is revised as follows:

The Rehabilitation under this Agreement shall be completed by no later November 15, 1999. Upon completion of the project, a joint inspection of the repairs shall be made by the authorized representatives of each of the parties to determine that the work has been completed within the terms of this Agreement. If the repairs are not completed by November 15, 1999, the RAILROAD, and STATE agree that the expense for any additional repairs will be borne solely by the RAILROAD with no reimbursement required from the STATE.

RR-00238

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last written below.

STATE OF WASHINGTON
Department of Transportation

By: 
James H. Slakey, Manager
Public Transportation
and Rail Division

Date: 8-9-99

YAKIMA INTERURBAN LINES ASSOCIATION, d/b/a
YAKIMA VALLEY TRANSPORTATION COMPANY

By: 

Date: 8-5-99

Approved as to form:

CHRISTINE GREGOIRE
Attorney General
State of Washington

By: 
Assistant Attorney General

Any modification, change or revision to this Agreement requires the further approval as to form of the Office of the Attorney General.

AGREEMENT	ORGANIZATIONS: YAKIMA INTERURBAN LINES ASSOCIATION, d/b/a YAKIMA VALLEY TRANSPORTATION COMPANY 306 West Pine Yakima, WA 98902
ACTUAL COST Not to exceed \$ 516,369	Description of Work RAIL LINE REHABILITATION PROJECT BETWEEN YAKIMA, WA AND NACHES, WA
AGREEMENT NUMBER RR-00238	

This Agreement is made and entered into this 10th day of March, 1999 between the STATE OF WASHINGTON, hereinafter called the "STATE" and the Yakima Valley Interurban Lines, d/b/a Yakima Valley Transportation Company, hereinafter referred to as "RAILROAD".

WHEREAS, the Legislature has found that freight rail systems are important elements of the STATE's multimodal transportation system and that Washington's economy relies heavily upon the freight rail system to ensure movement of the STATE's agricultural, chemical, and natural resource products to local, national, and international markets; and

WHEREAS, The Legislature has recognized that the STATE, counties, local communities, railroads, labor and shippers all benefit from continuation of essential rail service and that abandonment of rail lines and rail freight service and the resultant motor vehicle freight traffic increases the burden on state highways and county roads; and

WHEREAS, the Legislature has found that in many cases, the cost of upgrading the roads exceeds the cost of maintaining rail freight service. Thus, the economy of the state will be best served by a policy of maintaining and encouraging a healthy rail freight system by creating a mechanism which keeps rail freight lines operating if the benefits of the service outweigh the cost; and

WHEREAS, RCW 47.76.250 established the Essential Rail Assistance Account (ERAA) and permits the STATE to loan funds to railroads for the purposes of rebuilding, rehabilitating, or improving rail lines necessary to maintain essential rail service; and

WHEREAS, the RAILROAD owns a rail line from Yakima, WA to Naches, WA that is approximately 11 miles in length; and

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WHEREAS, the rail line has been closed since December of 1997 due to poor track conditions; and

WHEREAS, with the rail line closed, major employers in the Naches area no longer have access to rail transportation for shipping their products; and

WHEREAS, future cessation of rail service will continue unless the poor track conditions are corrected; and

WHEREAS, the RAILROAD will correct the defective track conditions and restore rail service on the rail line; and

WHEREAS, significant track rehabilitation is required to correct the defective track conditions for the RAILROAD to restore essential rail service to the Naches area; and

WHEREAS, the RAILROAD will provide essential rail service to Naches area shippers for the transportation of up to 600 rail carloads of freight and goods annually; and

WHEREAS, the termination of rail service on this rail line will lead to its abandonment, resulting in up to 3,600 additional truck trips (*600 carloads x 3 truckloads/carload x 2 for the return trip*) on state and local roads annually and consequent maintenance and rehabilitation cost increases to taxpayers; and

WHEREAS, the RAILROAD does not have adequate resources or income to rehabilitate the line; and

WHEREAS, the STATE has determined that \$516,369 of rehabilitation work will reopen and stabilize the rail line; and

WHEREAS, state funds are available in accordance with the provisions of ERAA to assist with the rehabilitation of the line.

NOW, THEREFORE, upon the terms and conditions contained in this Agreement, the RAILROAD agrees to rehabilitate the rail line as described in APPENDIX A; and the STATE agrees to provide funds to the RAILROAD in accordance with the following terms and conditions:

SECTION I. -- SCOPE

This project shall consist of the rehabilitation to the OWNER's approximately 11 mile rail line from Yakima, WA to Naches, WA. These expenses, which are necessary to restore essential freight rail service to the Naches area consist of tie replacement, rail replacement, spreading and surfacing of crushed rock, tightening of rail bolts, ditching, other work necessary for the rail line rehabilitation and appraisal of the rail line right-of-way .

The STATE agrees to loan a maximum of \$516,369 to the RAILROAD for labor, equipment, materials, right -of-way appraisal costs necessary to rehabilitate the rail line as identified in APPENDIX A.

During the term of this Agreement, without reimbursement from the STATE, the RAILROAD, at its own expense, shall remedy, without charge, all defects in the performance of the project, and will correct all faulty workmanship of the RAILROAD and/or its contractors. Under the terms of this Agreement track work will be performed to bring track into compliance with FRA Class 1 standards. The RAILROAD shall afford the STATE the benefit, to the extent received by the RAILROAD, of any discounts and other credits for goods and services purchased in the course of performing the project.

The Rehabilitation under this Agreement shall be completed by no later than August 15, 1999. Upon completion of the project, a joint inspection of the repairs shall be made by the authorized representatives of each of the parties to determine that the work has been completed within the terms of this Agreement. If the repairs are not completed by August 15, 1999, the RAILROAD, and STATE agree that the expense for any additional repairs will be borne solely by the RAILROAD with no reimbursement required from the STATE.

The STATE funds will be administered as follows:

\$ 516,369 ERAA 15 years, 0% interest loan

SECTION II. -- PAYMENTS TO THE RAILROAD

Prior to initiating any work for performance hereunder, the RAILROAD shall provide the STATE with the proposed schedule for each item of work to be performed. The schedule shall be arranged in such a manner as to form a basis for comparison with monthly progress billings for work performed. In the event of a change in the method or time for performance of any work, the schedule shall be updated as to reflect the changed circumstances.

The STATE agrees to loan the RAILROAD \$516,369 for the actual direct and related indirect costs, incurred by the RAILROAD in the course of completing the Rail Line Rehabilitation under this Agreement. The RAILROAD shall provide all funding for any further rail line rehabilitation.

The RAILROAD may submit monthly invoices detailing work completed. The STATE will reimburse the RAILROAD for 100 percent of the actual cost of approved repairs and right-of-way appraisal costs up to a maximum of \$516,369. The STATE shall make periodic payments to the RAILROAD for costs incurred under this Agreement. Payment by the STATE shall not relieve the RAILROAD of any obligation to make good any defective work or material at FRA Class 1 standards upon project completion.

The RAILROAD shall receive reimbursement for actual cost of materials and their installation, less net salvage value of any material being replaced in carrying out the repairs. Labor, materials, or other project costs supplied by the RAILROAD will only be reimbursed at actual

cost without markup or profit. Contractors affiliated with or under common control with the RAILROAD will not be used in any manner on this project.

Any materials salvaged under this project will be stockpiled, inventoried, sold, and the proceeds credited to the project. Documentation shall include amounts salvaged, amount sold, and amount collected.

Reimbursement for RAILROAD rented or leased equipment will be based on actual cost to the RAILROAD as supported by audit. Reimbursement for railroad owned equipment will be based on rates as established in the *1999 Blue Book for Railroad Equipment*, published by Machinery Information Division of K-III Directory Corporation.

Reimbursement for labor that RAILROAD will contract out for on this project will be based on actual cost to the RAILROAD as supported by audit. Reimbursement for bare labor costs of employees of the RAILROAD will be based on rates established in Appendix C of this Agreement.

The RAILROAD shall conform with all provisions of 48 CFR 31 regarding accounting conventions. Reimbursement for overhead under this Agreement will be limited to actual costs not to exceed a maximum of 60% of bare labor costs. Reimbursement for travel, subsistence, and lodging expenses will not be eligible under this Agreement unless specifically approved by the STATE. Air or train travel when approved, will only be reimbursed to economy class levels unless otherwise approved by the STATE. The RAILROAD shall comply with the rules and regulations regarding travel costs in accordance with the STATE Department of Transportation Directive D 13-50 and revisions thereto. The billing for non-salary cost, directly identifiable with the project, shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data retained by the RAILROAD. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be essential to the work conducted under this agreement. Crew travel time between normal workstation and jobsites will not be considered travel under this restriction.

The STATE will authorize the RAILROAD in writing to begin work. The STATE may authorize all or parts of the work as herein described. Reimbursement will be limited to those parts authorized.

SECTION III. -- PROGRESS PAYMENT

The RAILROAD may forward progress billings, for rehabilitation work performed, to the STATE.

The STATE shall make payments for eligible repair work completed and materials installed during the previous month. Progress billings will be submitted by the RAILROAD no more frequently than once per month. The STATE will reimburse the RAILROAD for the billed amount within thirty (30) days of receipt of a properly completed progress billing.

The payment of any estimate shall not relieve the RAILROAD of any obligation to make good any defective work or material.

The RAILROAD shall receive reimbursement for actual cost of materials and their installation, less net salvage value of any material being replaced in carrying out the approved project. It is understood that the RAILROAD may choose to subcontract all or portions of the work.

It is agreed that STATE payments pursuant to any RAILROAD payment request will not constitute agreement as to the appropriateness of any item and that required adjustments, if any, will be made at the time of final STATE audit. In the event that such final STATE audit indicates an overpayment of moneys to the RAILROAD, the RAILROAD agrees to refund the overpayment to the STATE within 60 days after being billed therefor.

The STATE will authorize the RAILROAD in writing to begin work. Reimbursement will be limited to costs incurred after such notice.

SECTION IV. -- MATERIALS AND MEASUREMENT

Payment of materials installed by the RAILROAD will be based on supplier invoices. Payment for work completed under contract by a subcontractor of the RAILROAD will be based on actual cost to the RAILROAD with no markup for subcontracted work.

All materials purchased for reimbursement under this agreement shall be purchased based on the lowest competitive bid. Any work subcontracted for reimbursement under this agreement shall be assigned based on the lowest competitive bid.

SECTION V. -- PROJECT EMPLOYMENT AND INSPECTION OF WORK

The RAILROAD shall employ all persons or contractors necessary to perform the project work, directly or indirectly, and agrees to manage, control, operate, construct, maintain, repair and renew, make repairs to said Rail Line. The STATE may place an Engineer and/or other inspection personnel on the work site during the term of this Agreement to monitor progress of the project and/or to monitor adherence to the required provisions of this Agreement. The RAILROAD shall make the site accessible to STATE inspection personnel. This may include providing transportation to remote, inaccessible work sites. Any inspections made by the STATE are for its own benefit and specifically not for the benefit of the RAILROAD or any third party.

The STATE will inspect progress at the work site as it deems appropriate. In the event that the RAILROAD subcontracts to obtain material, equipment, and any work necessary to perform the rehabilitation, the RAILROAD will be responsible for certifying that all work and materials are in compliance with Federal Railroad Administration standards for Class 1 track.

SECTION VI.-- CONTINGENT INTEREST

The RAILROAD agrees the STATE shall retain a contingent interest in the rail line trackage, bridges and real estate to the extent of the unpaid balance of the STATE's loan funds provided under this Agreement in accordance with RCW 47.76.250. The RAILROAD may not use the rail line as collateral, remove track, bridges, or associated elements for salvage, or use it in any other manner subordinating the state's interest without permission from the STATE.

SECTION VII. – MAINTENANCE OF RECORDS AND AUDIT REQUIREMENTS

During the progress of the work, and for a period of not less than three years from the date of final payment to the RAILROAD, records and accounts of the RAILROAD are to be kept available for inspection and audit by representatives of the STATE.

Copies of the records shall be furnished to the STATE upon request and shall be maintained in accordance with accepted job cost accounting procedures as established in 48 CFR Part 31. All costs must be supported by actual invoices and canceled checks. The RAILROAD agrees to comply with the audit requirements contained herein, and to impose the same requirement on any consultant, contractor, or subcontractor who may perform work funded by this Agreement.

The RAILROAD shall maintain the following until the expiration of three years after the date of the final audit of this Agreement:

- (a) Records that identify the sources and applications of funds for this Agreement and contain information pertaining to outlays;
- (b) Supporting source documents;
- (c) Any records required for the RAILROAD to show compliance with Control of Material and Nondiscrimination Clauses section of this Agreement;
- (d) All documentation underlying the preparation of the financial reports;
- (e) Following notification of an amendment to state or federal regulations which takes effect during the period in which costs are allowable, any other records which are required by the notice; and
- (f) Any other records necessary to disclose fully the amount and disposition of the funds provided to the RAILROAD under this Agreement and charged to the Project, supported by documents evidencing in detail the nature and propriety of the charges, the total cost of each undertaking for which the assistance was given or used, the amount of the costs of the undertaking supplied by other sources, and other books, records, and documents needed for a full and complete verification of the RAILROAD's responsibilities and all payments and charges under this Agreement.

In the event that any litigation, claim or audit is initiated prior to the expiration of said three year period, the records shall be retained until such litigation, claim or audit involving the records is complete.

SECTION VIII. -- REPRESENTATIONS AND WARRANTIES

The following representations and warranties by the parties hereto shall be considered conditions precedent to the effectiveness of this Agreement.

The RAILROAD represents and warrants the following:

- (a) That it is a non-profit organization duly organized, validly existing and in good standing under the laws of the State of Washington;
- (b) That the moneys the RAILROAD will derive through this Agreement will be used solely for the project as defined in this Agreement;
- (c) That it has the full power and authority to enter into this Agreement, and to carry out the obligations which it has hereby undertaken;
- (d) That all corporate and other proceedings required to be taken by or on the part of the RAILROAD to authorize its entrance into this Agreement, have been or will be duly taken;
- (e) That execution of this Agreement and the performance of the improvement hereunder will not violate any statute, rule, regulation, order, writ, injunction or decree of any Court, administrative agency or government body;
- (f) It is understood that the actual project costs under this agreement are based on preliminary estimates. It is the intent of the STATE to partially reimburse the RAILROAD for its actual rehabilitation costs. It is further understood that unforeseen circumstances due to no fault of the RAILROAD may cause the project cost to exceed the project estimate. It is therefore understood that if the total actual project cost is greater than the project estimate and the STATE is unable or unwilling to amend this agreement, the RAILROAD shall complete the project and assume the entire cost overrun;
- (g) That the RAILROAD has not employed or retained any company or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the STATE shall have the right to annul this Agreement without liability;
- (h) That the RAILROAD shall not engage, on full or part-time basis, or other basis during the period of the Agreement, any professional or technical personnel who are, or have been, at any time during the period of the Agreement, in the employ of the STATE without written consent of the employer of such person; and

(i) That the RAILROAD shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee, agent, or officer of the STATE nor will the RAILROAD rent or purchase any equipment or materials from any employee or officer of the STATE. Before final payment on this Agreement by the STATE, the RAILROAD agrees to execute and furnish the STATE an affidavit certifying it has complied with this provision of the Agreement.

SECTION IX. -- MUTUAL REPRESENTATIONS AND WARRANTIES

The STATE and RAILROAD mutually represent and warrant the following:

- (a) That this Agreement and Appendices hereto contain the entire Agreement of the parties;
- (b) That no term or provision in this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of change, waiver, discharge or termination is sought;
- (c) That this Agreement shall in all respects be governed by the laws of the State of Washington.

SECTION X. -- TERM

This Agreement shall become effective upon the date of execution by the parties hereto. The agreement shall continue in full force permanently until the RAILROAD repays ERAA funds provided under this Agreement.

SECTION XI. -- TERMINATION FOR FAULT

Should RAILROAD substantially fail to perform its obligations under this Agreement, and continues in such default for a period of sixty (60) days, the STATE shall have the right, after first giving thirty (30) days written notice thereof by certified mail to the RAILROAD, and notwithstanding any waiver by the STATE giving notice of any prior breach thereof, to terminate this Agreement. The exercise of such right shall not impair any other rights of the STATE under this Agreement or any rights of action against the RAILROAD for the recovery of damages. For purposes of this provision, a substantial failure to perform on the part of the RAILROAD shall be deemed to include, but shall not be limited to, any action of the RAILROAD which jeopardizes its ability to perform pursuant to this Agreement.

SECTION XII. -- ASSIGNMENT AND SUCCESSION

Neither the STATE nor the RAILROAD may assign or in any manner transfer either in whole or in part this Agreement or any right or privilege granted to it hereunder, nor permit any person or persons, company or companies to share in any such rights or privileges without the prior written consent of the parties hereto obtained, except as otherwise herein provided. Nothing in this Agreement shall be construed to permit any other railway company or any other person, corporation, or association, directly or indirectly, to possess any right or privilege herein.

SECTION XIII. – FORCE MAJEURE

It is further understood and agreed that neither the RAILROAD nor the STATE, as the applicable case may be, shall be required to keep this Agreement in effect during the periods it is prevented from doing so by strikes, riots, civil commotion or other causes beyond said parties' control, or if the rail facilities or any portion thereof is made unserviceable by floods, high water or other damage by the elements, Acts of God or by acts of military aggression by third parties or governmental action. However, nothing herein shall excuse the RAILROAD's obligation to repay the loan as specified under Section XXI.

SECTION XIV. – NOTICES

Any notice, request, consent, demand, report, statement or submission which is required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally to the respective party set forth below, or if mailed, sent by return receipt for certified United States mail, postage prepaid, to the respective parties at the addresses set forth below, or to such other addresses as the parties may from time to time advise by notice in writing. The date of return receipt of any such notice, demand, request or submission shall be presumed (which presumption is rebuttable) to be the date of delivery.

NOTICES IN THE CASE OF THE RAILROAD:

George Inness
President and General Manager
Yakima Interurban Lines Association, d/b/a
Yakima Valley Transportation Company
306 West Pine
Yakima, WA 98902
Ph. (509) 575-1700

Should the above Registered Agent become unavailable, the RAILROAD consents to legal service upon the Secretary of State of the State of Washington

NOTICES IN CASE OF THE STATE:

Director, Public Transportation and Rail Division
Washington State Department of Transportation

Mail Stop 47387
Olympia, WA 98504-7387
Ph (360) 705-7920

SECTION XV. -- INTERPRETATION

This Agreement shall be construed liberally so as to secure to each party hereto all of the rights, privileges, and benefits herein provided or manifestly intended. This Agreement and each and every provision hereof is for the exclusive benefit of the parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right of a third party to recover by way of damages or otherwise against the parties hereto.

If any covenant or provision, or part thereof, of this Agreement shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement. No controversy concerning any covenant or provision shall delay the performance of any other provisions except as herein allowed.

All remedies provided in the Agreement are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively therewith.

The term "Agreement" shall mean Agreement Number RR-00238, Appendix A, Appendix B, Appendix C attached hereto and duly executed supplements.

Any forbearance of the parties in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of any such right or remedy.

Each party hereby agrees to immediately notify the other of any change in conditions or law, or any other event, which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

SECTION XVI. -- SUBCONTRACTING

No contract between the RAILROAD and its contractors and/or their subcontractors, and/or material suppliers shall create any obligation or liability of the STATE with regard to this Agreement without the STATE's specific written consent of such obligation or liability and notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitation thereof. The RAILROAD hereby agrees to include the provisions of this agreement in all contracts entered into by the RAILROAD for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement.

SECTION XVII. -- LAWS TO BE OBSERVED

The RAILROAD shall comply with all applicable federal, state, and municipal laws, rules, regulations, and orders pertaining to the project and if failure on the part of the RAILROAD to comply therewith shall result in a fine, penalty, cost, or charge being imposed or assessed on or against the STATE, the RAILROAD shall assume and bear all such fines, penalties, cost, and charges, and in the event the STATE shall in the first instance pay the same, the RAILROAD upon demand shall promptly reimburse, indemnify and hold harmless the STATE for or on account of such fine, penalty, cost or charge and all expenses and attorney's fees incurred in defending any action, which may be brought against the STATE on account thereof, and the RAILROAD shall, in the event of any such action, upon notice thereof, given to it by the STATE, defend such actions free of cost, charge and expense to the STATE.

(a) Safety. The RAILROAD shall do all things necessary and proper for the safe operation of the Rail Line and shall comply with all regulations prescribed by law or any public authority with respect thereto for the safety of the public or otherwise.

(b) Permits and Compliance with land use and environmental laws. The RAILROAD shall be responsible for obtaining all necessary permits from federal, state, and local agencies of government and compliance with land use and environmental regulations pertaining to the performance of work under this Agreement.

(c) Independent Contractor. The RAILROAD shall be deemed an independent contractor for all purposes and the employees of the RAILROAD or any of its contractors, subcontractors, lessees and the employees thereof, shall not in any manner be deemed the employees or agents of the STATE.

(d) Responsibility for Damage. The STATE, Commission, Secretary, and all officers and employees of the STATE, including but not limited to those of the Department of Transportation shall not be responsible in any manner for: any loss or damage to the work or any part thereof; for any loss of material or damage to any of the materials or other things used or employed in the performance of the work; for any injury to or death of any persons, either workers or the public, or for damage to the public for any cause due to by the intentional acts or negligence of the RAILROAD or its workers, or anyone employed by it.

The RAILROAD shall indemnify and hold the STATE and all its officers and employees harmless from, and shall process and defend at its own expense all claims, demands, or suits at law or equity arising out of this Agreement, the RAILROAD's and/or its subcontractor's performance or failure to perform any and all duties prescribed by this Agreement; provided that nothing herein shall require the RAILROAD to indemnify the STATE against and hold harmless the STATE claims, demands, or suits based solely upon the negligent conduct of the STATE, its officers or employees; and provided further that if the claims, demands or suit is caused by or results from the concurrent negligence of (a) the RAILROAD's agents or employees and (b) the STATE's agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision with respect to claims or suits based upon such

negligence shall be valid and enforceable only to the extent of the RAILROAD's negligence or the negligence of the RAILROAD's agents or employees.

(e) No Waiver of STATE's Rights. The STATE shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Agreement. Neither the acceptance by the STATE nor any payment for the whole or any part of the work, nor any extension of time, nor any portion of the Agreement or of any power herein reserved or any right to damages herein provided, or bar recovery of any money wrongfully or erroneously paid to the RAILROAD. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

(f) Venue. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Thurston County.

(g) Personal Liability of Public Officers. No officer or employee of the STATE shall be personally liable for any act, or failure to act, in connection with this Agreement, it being understood that in such matters they are acting solely as agents of the STATE.

(h) Compliance With Social Laws. During the term of the Agreement, the RAILROAD and its contractors, subcontractors, and lessees shall comply with all applicable STATE and Federal workmen's compensation, employer's liability and safety and other similar laws applicable to the RAILROAD.

(i) Equal Employment Opportunity. In connection with the execution of this Agreement, the RAILROAD or its Contractor shall not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex or national origin, or disability, except for a bona fide occupational qualification. The RAILROAD shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment without regard to their race, creed, marital status, age, color, sex, national origin, or disability, except for a bona fide occupational qualification. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship.

(j) Non-Discrimination Assurance. The RAILROAD hereby agrees that as a condition to receiving any financial assistance pursuant to this Agreement, it will comply with Title VI of the Civil Rights Act of 1964, 78 Sta.252, 42 U.S.C. 2000d through 2000e-16 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, C.F.R., U.S. Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, Transportation--the effectuation of the Act (hereinafter referred to as the Regulations) and other pertinent directives, to the end that, in accordance with the Act, Regulations, and other pertinent

directives, no person in the United States shall, on the grounds of sex, race, color, marital status, age, creed, national origin, or disability, except for a bona fide occupational qualification, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the RAILROAD receives financial assistance pursuant to this Agreement. The RAILROAD hereby assures that it will promptly take any measures necessary to effectuate this condition precedent. It is understood that the RAILROAD shall be deemed the "recipient" as that term is used in the Act or the Regulations referred to in this paragraph.

SECTION XVIII. -- COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agents, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Agreement.

SECTION XIX. -- EXECUTION OF ACCEPTANCE

The parties adopt all statements, representations, warranties, covenants, and Appendices to this Agreement.

SECTION XX. -- AMENDMENT

This Agreement and any provisions hereof may only be amended by written agreement of the parties.

SECTION XXI. -- LOAN REPAYMENTS

The STATE agrees to loan ERAA funds to the RAILROAD for rehabilitation to the rail line to the extent these funds are available to the STATE. The amount of the loan shall not exceed \$516,369 and shall not bear any interest (0.0%). The repayment schedule, APPENDIX B, is attached hereto, and by this reference made part of this Agreement. The annual loan payment shall commence on January 1, 2004.

Loan repayments shall be payable in U.S. funds to the Washington State Treasurer, Department of Transportation and delivered to the address as shown in Section XIV of this Agreement.

The parties agree that the RAILROAD may, at its option elect to repay the entire unpaid balance of the loan amount at any time during the terms of this Agreement without penalty.

The entire outstanding balance of the loan shall become due and payable, subject to the RAILROAD's obligation to repay the loan in full, upon the occurrence of any of the following events:

- (a) After any individual loan payment has been delinquent for sixty (60) days.
- (b) The dissolution of the RAILROAD.
- (c) The discontinuance or abandonment of service on the RAILROAD.
- (d) Failure to complete the project pursuant to Appendix A.

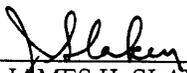
SECTION XXII. LOAN COLLATERAL

The RAILROAD agrees to secure the STATE's loan amount of \$516,369 with the following:

Rail, ties, other trackage material and real estate on the approximately 11 mile rail line from Yakima to Naches described in this Agreement.

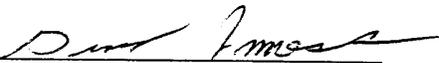
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last written below.

STATE OF WASHINGTON
Department of Transportation

By: 
JAMES H. SLAKEY, Manager
Public Transportation
and Rail Division

Date: 3-10-99

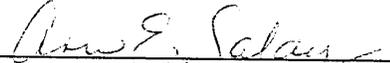
YAKIMA INTERURBAN LINES ASSOCIATION, d/b/a
YAKIMA VALLEY TRANSPORTATION COMPANY

By: 

Date: 3-9-99

Approved as to form:

CHRISTINE GREGOIRE
Attorney General
State of Washington

By: 
Assistant Attorney General

Any modification, change or revision to this Agreement requires the further approval as to form of the Office of the Attorney General.

APPENDIX A

Project Plans and Specifications.

A copy of the Yakima Interurban Lines Association, d/b/a Yakima Transportation Company Rehabilitation Plans and Specifications for the Yakima, WA to Naches, WA Rail Line rehabilitation project are on file in the WSDOT Rail Office and by reference is made part of this Agreement.

APPENDIX A

Yakima Interurban Lines Association

P.O. Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

Material list for

Phase 1 of Naches Restoration

- 5,000 ties
 - 3,000 tons ballast
 - 2,000 plates
 - 70 to 80 kegs of spikes
 - 2 kegs of bolts and washers
 - 50 to 75 pairs of joint bars
 - 10 tanks of weed spray for weed control spring and fall.
 - 500 Feet of RAIL INSTALLED
 - APPROXIMATELY 2 MILES OF Ditching
- Jason Moritz, General Foreman

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APPENDIX B

Repayment Schedule for STATE Loan to RAILROAD

Principle = \$516,369

Interest = 0%

Term = 15 years

First Payment Due = on January 1, 2004 (\$51,636.90)

Due Date	Amount	Balance
1/1/00	\$0.00	\$516,369.00
1/1/01	\$0.00	\$516,369.00
1/1/02	\$0.00	\$516,369.00
1/1/03	\$0.00	\$516,369.00
1/1/04	\$51,636.90	\$464,732.10
1/1/05	\$51,636.90	\$413,095.20
1/1/06	\$51,636.90	\$361,458.30
1/1/07	\$51,636.90	\$309,821.40
1/1/08	\$51,636.90	\$258,184.50
1/1/09	\$51,636.90	\$206,547.60
1/1/10	\$51,636.90	\$154,910.70
1/1/11	\$51,636.90	\$103,273.80
1/1/12	\$51,636.90	\$51,636.90
1/1/13	\$51,636.90	\$0.00

APPENDIX C

Project Bare Labor Costs by Employee Position.

A list of the Yakima Interurban Lines Association, d/b/a Yakima Transportation Company bare labor costs by employee position for the Yakima, WA to Naches, WA Rail Line rehabilitation project is on file in the WSDOT Rail Office and by reference is made part of this Agreement.

file: g:\rail\docs\projects\rr00238.doc

APPENDIX C

Yakima Interurban Lines Association

P.O.Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

List of wages per person, per hour.

\$12.00	Doro	Track worker
\$15.00	Lupie	Track worker
\$15.00	Chris	Machanic
\$25.00 \$30.00	Jason	General Foreman/Track Foreman
\$13.00	Kathy	Office Manager
\$30.00 \$35.00	George	General Manager

000214

Wishes you



Christine O. Gregoire

ATTORNEY GENERAL OF WASHINGTON

Transportation & Public Construction Division
PO Box 40113 • Olympia WA 98504-0113 • (360) 753-6126

December 26, 2000

RECEIVED
DEC 27 2000
W.S. DOT RAIL OFFICE

Mr. Jerry Henderson
Operations Manager
Yakima Interurban Lines Association
P.O. Box 649
Yakima, WA 98907-0649

RE: State v. Yakima Interurban Lines Association, d/b/a, Yakima Valley Transportation Company
Thurston County Cause No. 00 2 01960 0
Yakima County Recording Date 12/20/2000, No. 7196899

Dear Jerry:

Enclosed for your files, please find a conformed copy of the Stipulated Judgment in this matter that shows that this document was recorded in Yakima County on December 20, 2000 under number 7196899, four pages. Should you have any questions, please telephone me.

Regards,

ANN E. SALAY
Assistant Attorney General
(360) 753-6130

AES:jsn
Enclosure
cc: Stephen M. Anderson
James Ward

000215

Return Address

ATTORNEY GENERAL OF WA
PO Box 40113
Olympia WA 98504-0113

Please print neatly or type information

Document 1 Title: STIPULATED JUDGMENT

Reference #'s: _____
Additional reference #'s on page _____

Grantors:

Grantees:

YAKIMA INTERURBAN LINES ASSOCIATION STATE OF WASHINGTON
d/b/a YAKIMA VALLEY TRANSPORTATION COMPANY _____
Additional grantors on page _____ additional grantees on page _____

Document 2 Title: _____

Reference #'s: _____
Additional reference #'s on page _____

Grantors:

Grantees:

Additional grantors on page _____ additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, blk, plat or S,T,R quarter/quarter)

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

Emergency nonstandard document recording: I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature: _____

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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FILED
SUPERIOR COURT
THURSTON COUNTY WASH

TOO DEC 14 P 1:19

BETTY J. GOULD CLERK
BY _____
DEPUTY

~~FILED
SUPERIOR COURT
THURSTON COUNTY WASH.~~

~~TOO DEC 11 A 9:21~~

~~BETTY J. GOULD CLERK
BY _____
DEPUTY~~

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF THURSTON

STATE OF WASHINGTON
DEPARTMENT OF
TRANSPORTATION,

Plaintiff,

v.

YAKIMA INTERURBAN LINES
ASSOCIATION, d/b/a, YAKIMA
VALLEY TRANSPORTATION
COMPANY,

Defendant.

NO. 00-2-01960-0

STIPULATED JUDGMENT

JUDGMENT SUMMARY

Judgment Creditor:	State of Washington
Judgment Debtor:	Yakima Interurban Lines Association, d/b/a, Yakima Valley Transportation Company
Principal Judgment Amount:	\$516,369.00
Attorneys' Fees:	\$125.00
Costs:	\$110.00
Total Judgment Amount:	\$516,604.00

ORIGINAL

STIPULATED JUDGMENT AND DECREE
OF APPROPRIATION

1

00-9-01764-5

ATTORNEY GENERAL OF WASH
Transportation & Public Constr
905 Plum Street, P
PO BOX
Olympia, W
(360) 753-6126 Fa



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All of the above shall bear post-judgment interest at the rate of 12% per annum.

Attorney for Judgment Creditor:

Ann E. Salay, Assistant Attorney General

THIS MATTER coming on before the above-entitled court, the State of Washington Department of Transportation, appearing by Christine O. Gregoire, Attorney General, and Ann E. Salay, Assistant Attorney General, and the defendant, Yakima Interurban Lines Association, d/b/a, Yakima Valley Transportation Company, appearing by its duly authorized representative, Jerry Henderson, and the undersigned parties stipulate and agree as follows:

1. The parties entered into a written contract, Agreement No. RR-00238, including Appendices A, B and C and Amendment No. 1, for the rehabilitation of the defendant's approximately 11-mile rail line from Yakima to Naches, Washington, on March 10, 1999 and that each party gave valuable consideration in support of said agreement.

2. Plaintiff paid to defendant the maximum contract amount of \$516,369.00 on or about November 19, 1999; however, defendant failed to complete the rehabilitation project and failed to return essential freight rail service to the Naches area as agreed under the contract; therefore, plaintiff is entitled to repayment of the entire contract amount of \$516,369.00.

Based upon the foregoing stipulations by the State of Washington Department of Transportation and defendant Yakima Interurban Lines Association, d/b/a, Yakima Valley Transportation Company, and the court finding that defendant, as evidenced by the signature of its duly authorized representative hereon, has agreed to the entry of judgment against it herein in the amounts set forth hereinabove; now therefore,

STIPULATED JUDGMENT AND DECREE
OF APPROPRIATION

2

ATTORNEY GENERAL OF WASHINGTON
Transportation & Public Construction Division
905 Plum Street, Building 3
PO BOX 40113
Olympia, WA 98504-0113
(360) 753-6126 Facsimile: (360) 586-6847

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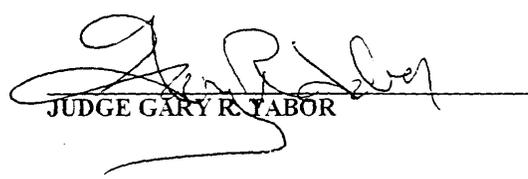


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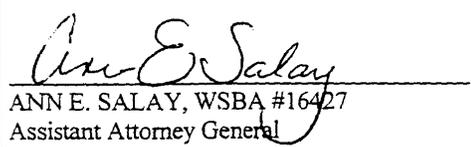
IT IS ORDERED, ADJUDGED AND DECREED that plaintiff has and shall recover judgment against defendant Yakima Interurban Lines Association, d/b/a, Yakima Valley Transportation Company in the sum of Five Hundred Sixteen Thousand Three Hundred Sixty Nine and No/100 Dollars (\$516,369.00), attorneys fees in the amount of One Hundred Twenty Five and No/100 Dollars (\$125.00), and plaintiff's costs in the amount of One Hundred Ten and No/100 Dollars (\$110.00), and interest at 12% per annum calculated from the filing of this action on October 26, 2000, until paid.

DONE IN OPEN COURT this 14 day of ~~November~~ ^{Dec}, 2000.


JUDGE GARY R. YABOR

Presented By:

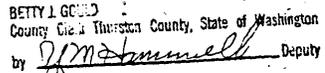
CHRISTINE O. GREGOIRE
Attorney General


ANN E. SALAY, WSBA #16427
Assistant Attorney General

Approved as to Form, and Notice of
Presentation Waived:


JERRY HENDERSON
Duly Authorized Representative for Defendant
Yakima Interurban Lines Association, d/b/a,
Yakima Valley Transportation Company

STATE OF WASHINGTON
County Clerk and Ex-officio Clerk of the
County of Thurston, State of Washington, do hereby certify that the foregoing
is a true and correct copy of the original as the same appears on
my records in my office containing _____ pages.
IN WITNESS WHEREOF, I have hereunto set my hand and
affixed the seal of said court this
15th day of December, 2000

BETTY J. GOULD
County Clerk Thurston County, State of Washington
by  Deputy

ATTORNEY GENERAL OF WASHINGTON
Transportation & Public Construction Division
905 Plum Street, Building 3
PO BOX 40113
Olympia, WA 98504-0113
(360) 753-6126 Facsimile: (360) 586-6847

STIPULATED JUDGMENT AND DECREE
OF APPROPRIATION

3

000219



7196899
Page: 4 of 4
12/29/2000 08:5

Payments Received for State Loans

Organization: Naches (Yakima Valley Trans. Co.)
Agreement No.: RR-00238

Terms:
Principle: \$ 516,369.00
Interest: 0%
Time: 15 Years

Due Date	Payment Amt.	Amount Rec'd	Balance	Receipt No.
			\$516,369.00	
01/01/00	\$0.00		\$516,369.00	
01/01/01	\$0.00		\$516,369.00	
01/01/02	\$0.00		\$516,369.00	
01/01/03	\$0.00		\$516,369.00	
01/01/04	\$51,636.90		\$516,369.00	
01/01/05	\$51,636.90		\$516,369.00	
01/01/06	\$51,636.90		\$516,369.00	
01/01/07	\$51,636.90		\$516,369.00	
01/01/08	\$51,636.90		\$516,369.00	
01/01/09	\$51,636.90		\$516,369.00	
01/01/10	\$51,636.90		\$516,369.00	
01/01/11	\$51,636.90		\$516,369.00	
01/01/12	\$51,636.90		\$516,369.00	
01/01/13	\$51,636.90		\$516,369.00	

000220

NACHES RAIL LINE REHAB PROJECT SPREADSHEET - \$516,369 LOANED TO THE YVT ON 3/10/99

<u>INVOICE #</u>	<u>AMOUNT</u>
1	\$ 48,662.70
2	\$ 14,204.00
3	68,111.97
4	\$ 21,107.41
5	\$ 35,511.01
6	\$ 88,521.05
7	\$ 69,442.98
8	22,591.63
9	0 (Entire reimbursement request rejected)
10	33,201.37
11	\$ 63,570.40
12	\$ 10,270.00
13	\$ 14,272.02
14	\$ 26,902.46
TOTAL	\$ 516,369.00
BALANCE \$	(0.00)

FILE: YVT1

Yakima Interurban Lines Association

P.O. Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

March 16, 1999

Washington State Department of Transportation
 Transportation Building -- Rail Office
 P. O. Box 47300
 Olympia, WA 98504-7300

Attention: Ray Allred

Invoice No. 1

Invoice for Materials on Hand

Kerr-McGee -- ties			
Invoice # 45220	175 ties	@	\$ 7,316.97
" #45219	"		7,316.97
" #44934	"		7,316.97
" #44953	"		<u>7,316.97</u>
	700 ties		\$ 29,267.88

A & K Railroad -- rail supplies			
Invoice #117097			\$ 7,378.74
" #116100			253.57
" #116395			70.14
" #116581			470.46
" #115923			<u>6,682.52</u>
	rail supplies		14,855.43

Columbia Ready-Mix -- Ballast			
Invoice #980832			\$ 1,908.86
" #980847			1,941.77
" #980905			<u>688.76</u>
	ballast		<u>4,539.39</u>

Total materials on hand \$48,662.70

George Inness
 General Manager

\$48,662.70

OPB795-07 0594
 RR-8238
 000222

KERR-MCGEE CHEMICAL LLC
FOREST PRODUCTS DIVISION

PLEASE REMIT PAYMENT TO ADDRESS BELOW:

KERR-MCGEE CHEMICAL CORP.
FOREST PRODUCTS DIVISION
P.O. BOX 93573
CHICAGO, IL 60673

TO INQUIRE, CALL (405) 270-2424

PRINT DATE: 03/08/99

NUMBER	DATE	CUSTOMER NO	KM ORDER NO
0000045220	03/08/99	969030-0002	KM07793 004

BILL TO

YAKIMA INTERURBAN LINES, INC.
P.O. BOX 649

YAKIMA, WA 98907

SHIP TO

YAKIMA ELECTRIC RAIL MUSEUM
YVT SIDING

YAKIMA, WA

TAX INFORMATION

EXEMPTION NUMBER

COMMENTS

DATE SHIPPED	CUSTOMER NUMBER / PURCHASE ORDER NUMBER	TERMS	SHIPPED FROM
03/02/99	JASONM	NET 30 DAYS	TEXARKANA TX
PAST DUE AFTER	F.O.B.	FINAL DESTINATION	T/S FREIGHT
04/07/99	YAKIMA, WA		45 PPD

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
CROSS TIE: IG, OAK-MHW, 7"X9' 6# F-3 VEHICLE NUMBER: DAVIS PO#JASONM	175.0EA	39.75000	6781.25

*pd 7/22/99
 ck 4324 C*

000223

TAX PERCENTAGES				SUB TOTAL
STATE	CITY	COUNTY	TOTAL %	
6.5000	1.4000	0.0000	7.9000	6781.25
TAXES				535.7
INVOICE TOTAL				7316.95

ALL CLAIMS FOR SHORTAGE, DAMAGE, ETC. MUST BE MADE WITHIN TEN (10) DAYS AFTER RECEIPT OF GOODS.
 I AGREE TO COPY OF CARRIER CHECK
 *Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
 ON HAND INVENTORY
 KM-2692-3-K

CUSTOMER

KERR-MCGEE CHEMICAL LLC
FOREST PRODUCTS DIVISION

INVOICE

PLEASE REMIT PAYMENT TO ADDRESS BELOW:

KERR-MCGEE CHEMICAL CORP.
 FOREST PRODUCTS DIVISION
 P.O. BOX 93573
 CHICAGO, IL 60673

TO INQUIRE, CALL (405) 270-2424

PRINT DATE: 03/08/99

NUMBER	DATE	CUSTOMER NO.	KM ORDER NO.
0000045219	03/08/99	969030-0002	KM07793 003

B I L L T O
 YAKIMA INTERURBAN LINES, INC.
 P.O. BOX 649
 YAKIMA, WA 98907

S H I P T O
 YAKIMA ELECTRIC RAIL MUSEUM
 YVT SIDING
 YAKIMA, WA

TAX INFORMATION

EXEMPTION NUMBER

COMMENTS

DATE SHIPPED	CUSTOMER NUMBER / PURCHASE ORDER NUMBER	TERMS	SHIPPED FROM
03/08/99	JASONM	NET 30 DAYS	TEXARKANA
PAST DUE AFTER	F.O.B.	FINAL DESTINATION	T/S FREIGHT
04/07/99	YAKIMA, WA		45 PPD

ITEM DESCRIPTION	QUANTITY	U O M	UNIT PRICE	AMOUNT
CROSS TIE: IG, OAK-MHW, 7" X 9' 6# P-3 VEHICLE NUMBER: DAVIS PO#JASONM	175.0EA	TRD.	38.75000	6781.25

*pd 6/29/99
ck 4294 c*

000224

TAX PERCENTAGES			
STATE	CITY	COUNTY	TOTAL %
6.5000	1.4000	0.0000	7.9000

SUB TOTAL	6781.25
TAXES	535.71
INVOICE TOTAL	

ALL CLAIMS FOR SHORTAGE, DAMAGE, ETC., MUST BE MADE WITHIN TEN (10) DAYS AFTER RECEIPT OF GOODS.

Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

KM 7892 1 K

CUSTOMER

KERR-MCGEE CHEMICAL LLC
FOREST PRODUCTS DIVISION

INVOICE

PLEASE REMIT PAYMENT TO ADDRESS BELOW:

KERR-MCGEE CHEMICAL CORP.
 FOREST PRODUCTS DIVISION
 P.O. BOX 93573
 CHICAGO, IL 60673

NUMBER	DATE	CUSTOMER NO.	KM ORDER NO.
0000044934	02/18/99	969030-0002	KM07793 001

TO INQUIRE, CALL (405) 270-2424

BILL TO
 YAKIMA INTERURBAN LINES, INC.
 P.O. BOX 649
 YAKIMA, WA 98907

SHIP TO
 YAKIMA ELECTRIC RAIL MUSEUM
 XVT SIDING
 YAKIMA, WA

TAX INFORMATION

EXEMPTION NUMBER

COMMENTS

DATE SHIPPED	CUSTOMER NUMBER / PURCHASE ORDER NUMBER	TERMS	SHIPPED FROM
02/17/99	JASONM	NET 30 DAYS	TEXARKANA TX
PAST DUE AFTER	F.O.B.	FINAL DESTINATION	T/S FREIGHT
03/20/99	YAKIMA, WA		45 PFD

ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT
CROSS TIE: 1G, OAK-MRW, 7" X 9" 6+ P-3 VEHICLE NUMBER: DAVIS PO+JASONM	175.0EA	TRD	39.75000	6781.25

*Pd 5/20/09
 CK 4106 C*

000225

TAX PERCENTAGES				SUB TOTAL	TAXES
STATE	CITY	COUNTY	TOTAL %		
6.5000	1.4000	0.0000	7.9000	6781.25	525.77
CUSTOMER				INVOICE TOTAL	

ALL CLAIMS FOR SHORTAGE, DAMAGE, ETC., MUST BE MADE WITHIN TEN (10) DAYS AFTER RECEIPT OF GOODS.

Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

KERR-MCGEE CHEMICAL LLC
FOREST PRODUCTS DIVISION

INVOICE

PLEASE REMIT PAYMENT TO ADDRESS BELOW:

PRINT DATE 02/19/99

KERR-MCGEE CHEMICAL CORP.
 FOREST PRODUCTS DIVISION
 P.O. BOX 93573
 CHICAGO, IL 60673

IR	NUMBER	DATE	CUSTOMER	KM ORDER NO.
	0000044953	02/19/99	969030-0002	KM07793 002

TO INQUIRE, CALL (405) 270-2424

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YAKIMA INTERURBAN LINES, INC.
 P.O. BOX 649

YAKIMA, WA 98907

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YAKIMA ELECTRIC RAIL MUSEUM
 YVT SIDING

YAKIMA, WA

TAX INFORMATION

EXEMPTION NUMBER

COMMENTS

DATE SHIPPED	CUSTOMER NUMBER / PURCHASE ORDER NUMBER	TERMS	SHIPPED FROM
02/18/99	JASONM	NET 30 DAYS	TEXARKANA TX
PAST DUE AFTER	F.O.B.	FINAL DESTINATION	T/S
21/99	YAKIMA, WA		45 FPD

ITEM DESCRIPTION	TREATED UNTRATED	QUANTITY	U O M	UNIT PRICE	AMOUNT
CROSS TIE: IG, OAK-MHW, 7"X9" P-3 VEHICLE NUMBER: DAVIS O-JASONM	TRD	175.0EA		39.000	6781.25

*Pd 4/15/99
 CK # 4132 C*

000226

TAX PERCENTAGES			
STATE	CITY	COUNTY	TOTAL %
6.5000	1.4000	0.0000	7.9000

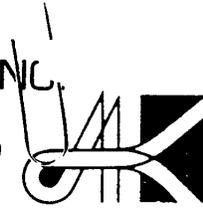
SUB TOTAL	6781.25
TAXES	530.71
INVOICE TOTAL	7311.96

CLAIMS FOR SHORTAGE, DAMAGE, ETC. MUST BE MADE WITHIN TEN (10) DAYS AFTER RECEIPT OF GOODS.

We warrant that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

CUSTOMER

A & K RAILROAD MATERIALS, INC.



INVOICE DATE
10/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130
PHONE (801) 974-5484 FAX (801) 973-7393

INVOICE NUMBER
117097

FED. ID 94-1631996
I N V O I C E

PAGE 1

BILL TO: 101470
YAKIMA ELECTRICAL RAILWAY
306 W. PINE
P.O. BOX 649
YAKIMA, WA 98907

SHIP TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE
YAKIMA, WA 98907

ATTN : TOM
TAX #:

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
VERBAL	03/08/99	Net 30	FVT TRUCKIN	DESTINATION

SALESMAN #: MSG

CONTRACT #: WESL99-00155 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
RELAY 90#RA NO. 1 RAIL, 33'		LENGTHS, DRILLED				
ITEM # 1	176-70		pieces	40.00	135.000	5,400.00
RELAY 90#RA CONTINUOUS JOINT		BARS PUNCHED				
ITEM # 2	176-70		pair	40.00	9.500	380.00
NE 5" TRACK BOLTS W/NUTS						
ITEM # 3	176-70		KEG	1.00	202.500	202.50
NEW 1" LOCKWASHERS						
ITEM # 4	176-70		Each	112.00	0.250	28.00
RELAY 5-1/8" BASE SSTP'S,		4 HOLE, 8X8-3/4				
ITEM # 5	176-70		Each	720.00	1.150	828.00

*PO 1/25/99
CK 42930*

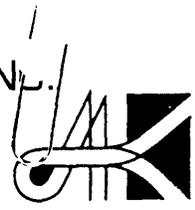
* IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	**PLUS TAX	PLUS FREIGHT	PLUS MISC. CHGS.	PAY THIS AMOUNT
38.50	540.24	0.00	0.00	7,378.74

HERE WILL BE A FINANCE CHARGE OF 2% PER MONTH
24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000227

A & K RAILROAD MATERIALS, INC.



INVOICE DATE
3/16/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130
PHONE (801) 974-5484 FAX (801) 973-7393

INVOICE NUMBER
116100

PAGE 1

FED. ID 94-1631996
I N V O I C E

101470
BILL TO: YAKIMA ELECTRICAL RAILWAY SHIP TO: YAKIMA ELECTRICAL RAILWAY
306 W. FINE 306 W. FINE
P.O. BOX 649 YAKIMA, WA 98907
YAKIMA, WA 98907

ATTN : TOM
TAX #:

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
verbal	02/10/99	Net 30	MOTOR CARGO	DESTINATION

SALESMAN #: MSG CONTRACT #: WESL99-00098 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
NEW 3/4X4" TRACK BOLTS W/NUITS ITEM # 8	113-70		KEG	1.00	235.000	235.00
<i>PD 4/15/99 CR 4171C</i>						

IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	**PLUS TAX	PLUS FREIGHT	PLUS MISC. CHGS.	PAY THIS AMOUNT
35.00	18.57	0.00	0.00	253.57

HERE WILL BE A FINANCE CHARGE OF 2% PER MONTH (24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000228

A & K RAILROAD MATERIALS, INC.

INVOICE DATE
1/15/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130
PHONE (801) 974-5484 FAX (801) 973-7393



INVOICE NUMBER
116395

FED. ID 94-1631996
I N V O I C E

PAGE 1

BILL TO: 101470
YAKIMA ELECTRICAL RAILWAY
306 W. PINE
P.O. BOX 649
YAKIMA, WA 98907

SHIP TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE
YAKIMA, WA 98907

ATTN : TOM
TAX #:

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
VERBAL	02/10/99	Net 30	YELLOW	DESTINATION

SALESMAN #: MSG CONTRACT #: WESL99-00098 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
NEW 3/4" LOCKWASHERS ITEM # 11	0-13		Each	260.00	0.250	65.00
		IN ADDITION TO INVOICE #115923 THESE WERE SHIPPED ON SAME LOAD #178-13 WITH ITEMS 2,4,5,6,7, AND 10				
		<i>PO 4/15/99 CK 4/3/10</i>				

** IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	**PLUS TAX	PLUS FREIGHT	PLUS MISC. CHGS.	PAY THIS AMOUNT
65.00	5.14	0.00	0.00	70.14

THERE WILL BE A FINANCE CHARGE OF 2% PER MONTH
(24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000229

A & K RAILROAD MATERIALS, INC.



INVOICE DATE

1/01/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130
 PHONE (801) 974-5484 FAX (801) 973-7393

INVOICE NUMBER

116591

PAGE 1

FED. ID 94-1631996
 I N V O I C E

BILL TO: 101470
 YAKIMA ELECTRICAL RAILWAY
 306 W. PINE
 P.O. BOX 649
 YAKIMA, WA 98907

SHIP TO: YAKIMA ELECTRICAL RAILWAY
 306 W. PINE
 YAKIMA, WA 98907

ATTN : TOM

TAX #:

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
VERBAL	02/24/99	Net 30	ARF	DESTINATION

SALESMAN #: MSG

CONTRACT #: WESL99-00121 ID # :

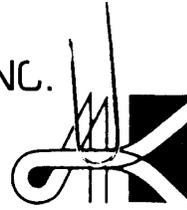
ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
RELAY 90#RA JOINT BARS, ITEM # 2	27-659	PUNCHED 5-1/2X5-1/2X5-1/2	pair	20.00	21.700	434.00
<p><i>pd 4/15/99</i> <i>CR 4131 C</i></p>						
* IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT						

GROSS	**PLUS TAX	PLUS FREIGHT	PLUS MISC. CHGS.	PAY THIS AMOUNT
+34.00	36.46	0.00	0.00	470.46

THERE WILL BE A FINANCE CHARGE OF 2% PER MONTH
 (24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000230

A & K RAILROAD MATERIALS, INC.



INVOICE DATE
1/15/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130
PHONE (801) 974-5484 FAX (801) 973-7393

INVOICE NUMBER
115923

FED. ID 94-1631996
I N V O I C E

PAGE 1

101470
BILL TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE
P.O. BOX 649
YAKIMA, WA 98907

SHIP TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE
YAKIMA, WA 98907

ATTN : TOM
TAX #:

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
verbal	02/10/99	Net 30	YELLOW FREI	DESTINATION

SALESMAN #: MSG CONTRACT #: WESL99-00098 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
RELAY - 4-1/2" BASE S8TP'S 7X9 MIN						
TEM # 2	178-13		Each	1,600.00	1.600	2,560.00
RELAY 65#AS FT STANDARD LEFT		HAND JOINT BARS, PUNCHED 6X6X6				
TEM # 4	178-13	FOR 7/8" BOLTS.	pair	15.00	31.000	465.00
RELAY 65#AS FT ALL OVAL JOINT		BARS, PUNCHED 6X6X6 FOR 3/4"				
TEM # 5	178-13	BOLTS	pair	8.00	31.000	248.00
NEW 7/8X4-1/2" TRACK BOLTS		W/NUTS				
TEM # 6	178-13		Each	1.00	180.000	180.00
NEW 7/8" 8SQ. LOCKWASHERS						
TEM # 7	178-13		KEG	161.00	0.250	40.25
NEW 5/8X6" PRIME TRACK SPIKES						
TEM # 10	178-13		KEG	30.00	90.000	2,700.00

*Pd 4/15/99
OK 4/13/99*

IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	**PLUS TAX	PLUS FREIGHT	PLUS MISC. CHGS.	PAY THIS AMOUNT
,193.25	489.27	0.00	0.00	6,682.52

HERE WILL BE A FINANCE CHARGE OF 2% PER MONTH (24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000231

COLUMBIA READY-MIX, INC.
3307 RIVER ROAD

YAKIMA, WA 98902
(509) 457-5494

I N V O I C E

Page: 1

Bill to:

YAKIMA ELECTRIC RAILWAY
P.O. BOX 649

YAKIMA, WA
98907

Invoice #: 980832

Customer PO#:
Invoice Date: 03/04/99

Terms: NET DUE 30 DAYS

Salesman: AKA

Remarks:

Qty Ship	Item Code	Description	Unit Price	Extension
186.74	1 1/2	1 1/2" - 3/4" CRUSHED	9.50	1774.03

Sub Total: 1774.03
Tax: 134.83
=====
Total: 1908.86

6 loads

*PO 4/15/99
CL 4133 C*

- 0.00 *
- 0.00 *
- 0.00 *
- 30.14 *
- 31.50 *
- 31.35 *
- 31.45 *
- 30.52 *
- 32.20 *
- 186.74 *

000232

COLUMBIA READY-MIX, INC.
3307 RIVER ROAD

YAKIMA, WA 98902
(509) 457-5494

I N V O I C E

Page: 1

Bill to:

YAKIMA ELECTRIC RAILWAY
P.O. BOX 649

YAKIMA, WA
98907

Invoice #: 980905

Customer PO#:
Invoice Date: 03/11/99

Terms: NET DUE 30 DAYS

Salesman: AKA

Remarks:

Qty Ship	Item Code	Description	Unit Price	Extension
67.38	1 1/2	1 1/2" - 3/4" CRUSHED	9.50	640.11

Sub Total: 640.11

Tax: 48.65

Total: 688.76

PO 6/11/06
CK 0244C

2 loads
0.00 *
36.89 +
32.49 +
69.38 *

000234

Yakima Interurban Lines Association

P.O. Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

March 16, 1999

Washington State Department of Transportation
Transportation -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice No. 2

Per invoice for appraisal of Naches Line, in State of Washington, by BNSF.

Invoice No. 308344

\$ 14,204.00

Enclosed is copy of invoice. Thank you.

George Inness
General Manager

OP 8795-07-0594
RR-0238

\$14,204.00

Y. Kenneth M. Uynanski
3/17/99

000235

ARTHUR ANDERSEN

Arthur Andersen LLP

April 27, 1998

33 West Monroe Street
Chicago IL 60603-5385

STRICTLY CONFIDENTIAL

DUE UPON RECEIPT

INVOICE #308344

CLIENT CODE: BUR 783.92

Mr. Mike Bahr
Director Asset Rationalization
Burlington Northern Santa Fe Railway
2650 Lou Menk Drive
Ft. Worth, Texas 76131-2830

Invoice for the appraisal of the right-of-way located in the State of Washington extending from Brace to Naches, including land, rail, ties, ballast, earthwork, bridges, culverts, grade crossings and signal warning devices.

Fee	\$11,600
Expenses	<u>2,604</u>
Total Amount Due	<u>\$14,204</u>

PO 3/31/99
CL 40740

To ensure proper credit to your account,
please return the enclosed remittance copy with your check.

A return envelope is provided for your convenience

Federal Tax Identification Number - 36-0732690

000236

Yakima Interurban Lines Association

P.O. Box 619 Yakima, Washington 98901-0619

Phone: 509-575-1700 Fax: 509-453-5088

April 1, 1999

Washington State Department of Transportation
Transportation Building -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice No. 3

Work completed
Installed complete: 450 new ties @ \$ 62.00 = \$27,900.00

Materials on Hand
A & K Railroad -- rail supplies
Invoice #117628 4,406.46
Columbia Ready-Mix -- Ballast
Invoice #981075 \$ 2,003.10
" #981106 1,427.60
Ballast 3,430.70
Western Power & Equipment Rentals
Invoice #Go246438 \$ 593.71
" #G0347173 2,307.20
" #G0347488 724.72
" #G0347705 297.12
" #G0347742 4,328.32
Rentals 8,251.07
Kerr-McGee -- ties
Invoice #45221 24,123.74

Total of invoice \$68,111.97

George Inness
General Manager

OP8795-07-0594
RR-0238

\$ 68,111.97

Kenneth M. Upchurch
4/8/99

000237

Apr. 06 1999 02:34PM P1

PHONE NO. : 509 453 5088

FROM : Yakima Electric Railway

Yakima Interurban Lines Association

P.O. Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

April 1, 1999

RECEIVED
APR 09 1999
W.S. DOT RAIL OFFICE

Washington State Department of Transportation
Transportation Building -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice No. 3

Work completed

Installed complete: 450 new ties @ \$ 62.00 = \$27,900.00

Materials on Hand

A & K Railroad -- rail supplies

Invoice #117628

4,406.46

Columbia Ready-Mix -- Ballast

Invoice #981075

\$ 2,003.10

" #981106

1,427.60

Ballast

3,430.70

Western Power & Equipment Rentals

Invoice #Go246438

\$ 593.71

" #G0347173

2,307.20

" #G0347488

724.72

" #G0347705

297.12

" #G0347742

4,328.32

Rentals

8,251.07

Kerr-McGee -- ties

Invoice #45221

24,123.74

Total of invoice

\$68,111.97

George Inness
General Manager

000238

453-5088

COLUMBIA READY-MIX, INC.
3307 RIVER ROAD

YAKIMA, WA 98902
(509) 457-5494

I N V O I C E

Page: 1

Bill to:

YAKIMA ELECTRIC RAILWAY
P.O. BOX 649

YAKIMA, WA
98907

Invoice #: 981075

Customer PO#:
Invoice Date: 03/24/99

Terms: NET DUE 30 DAYS

Salesman: AKA

Remarks:

Qty Ship	Item Code	Description	Unit Price	Extension
195.96	1 1/2	1 1/2" - 3/4" CRUSHED	9.50	1861.62
Sub Total:				1861.62
Tax:				141.48
Total:				2003.10

*6/11/99
CIL 4244C*

000240

COLUMBIA READY-MIX, INC.
3307 RIVER ROAD

YAKIMA, WA 98902
(509) 457-5494

I N V O I C E

Page: 1

Bill to:

YAKIMA ELECTRIC RAILWAY
P.O. BOX 649

YAKIMA, WA
98907

Invoice #: 981106

Customer PO#:
Invoice Date: 03/25/99

Terms: NET DUE 30 DAYS

Salesman: AKA

Remarks:

Qty Ship	Item Code	Description	Unit Price	Extension
139.66	1 1/2	1 1/2" - 3/4" CRUSHED	9.50	1326.77

Sub Total: 1326.77
Tax: 100.83
=====
Total: 1427.60

C/28/99
CK 4263C

000241



WESTERN POWER & EQUIPMENT
 500 PROSPECT PLACE
 P.O. BOX 1147
 MOXEE, WA 98936
 PHONE (509)575-0486
 TOLL FREE (800)836-4446

STANDARD SERVICE: NET 30 DAYS - RENTALS: PAYMENT IN ADVANCE - MACHINERY SALES: IN FULL UPON DELIVERY
 Standard terms for all established Western Power & Equipment credit accounts in good standing at time of purchase.
 Purchases are subject to terms and conditions set forth on reverse side.

Customer
 336802
 Document
 12-168

I N V O I C E
 ON ACCOUNT

Invoice Pg
 Q0246438 1
 Duplicate
 2/15/99

Sold To
 YAKIMA ELECTRIC RAILWAY
 PO BOX 649
 YAKIMA WA 98907

FOB CUSTOMER JOBSITE

Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer	P.O.
12							99	JASON	

QTY	Ship	Description	Each	Amount
	Taken By	LAUREL MCNAMARA-SPO OPERATIONS		
		Rental Contract 12-168		
		Period: 2/01/99 Thru 2/03/99		
		EX 16645 9010B 1DAC0102241 S	350.00	350.00
		CRAWLER EXCAVATOR		
1		INSURANCE NO BINDER IN FILE <i>deduct</i>	25.00	25.00
1		DELIVERY CHARGE	100.00	100.00
1		PICKUP CHARGE	100.00	100.00
		YAKIMA COUNTY TAX - 3905		6.33
		WASHINGTON STATE TAX		37.38

4/2/99
CR 4108C

THANK YOU FOR YOUR BUSINESS.
 WE LOOK FORWARD TO SERVING YOU AGAIN.

Total ~~618.91~~
 518.71

593.71
 000242



POWER & EQUIPMENT

WESTERN POWER & EQUIPMENT
500 PROSPECT PLACE
P.O. BOX 1147
MOXEE, WA 98936
PHONE (509) 575-0486
TOLL FREE (800) 836-4446

PARTS PRICE: NET 30 DAYS • RENTALS: PAYMENT IN ADVANCE • MACHINERY SALES: IN FULL UPON DELIVERY
These and terms for all established Western Power & Equipment credit accounts in good standing at time of purchase.
Purchases are subject to terms and conditions set forth on reverse side.

Customer
336802
Document
12-176

I N V O I C E
ON ACCOUNT

Invoice Pg
00347173 1
3/08/99

Sold To
YAKIMA ELECTRIC RAILWAY
PO BOX 649
YAKIMA WA 98907

FOB WILL CALL

Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer	P.O.
12							374	JASON	

Q	Ship	Description	Each	Amount
	Taken By	Dennis Carter, Moxee Equip.		
		Rental Contract 12-176		
		Period: 2/26/99 Thru 3/25/99		
		IW 17542 S80SL II 9JJG0269169	\$ 1,850.00	1,850.00
		4WD CAB/A CC RC EXT LDR HYD		
		ZZ 24853 P423D 1000604	\$ 350.00	350.00
		12 TON EGOONLINE TRAILER		
		INSURANCE BINDER ON FILE/HAMMAN-MILLER-BEAUCHAMP-DEEBLE, INC.		
		LONG BEACH, CA. (562)439-9731		
		YAKIMA COUNTY TAX - 3905		24.20
		WASHINGTON STATE TAX		143.00

4/2/99
CK 41080 2307.20

4/14/99
4157 CO
C

THANK YOU FOR YOUR BUSINESS.
WE LOOK FORWARD TO SERVING YOU AGAIN.

Total 2,387.20

000243



WESTLAN POWER & EQUIPMENT
 500 PROSPECT PLACE
 P.O. BOX 1147
 MOXEE, WA 98936
 PHONE (509) 575-0486
 TOLL FREE (800) 836-4446

PAF The
 TWICE: NET 30 DAYS - RENTALS: PAYMENT IN ADVANCE - MACHINERY SALES: IN FULL UPON DELIVERY
 Standard terms for all established Western Power & Equipment credit accounts in good standing at time of purchase.
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Customer
 336802
 Document
 12-184

I N V O I C E
 ON ACCOUNT

Invoice Pg
 00347488 1
 3/16/99

Sold To
 YAKIMA ELECTRIC RAILWAY
 PO BOX 647
 YAKIMA WA 98907

FOB WILL CALL

Dr	Trk	Make	Model	Serial	Equipment	Meter	Sis	Customer	P.O.
12							99	JASON	

Ship	Description	Each	Amount
Taken By Dennis Carter, Moxee Equip.			
	Rental Contract 12-184		
	Period: 3/10/99 Thru 3/16/99		
	CR 3699 650G 3JJG0216343 S	650.00	650.00
1	DOZER ROPS RIPPER **2705**		
1	INSURANCE-NO BINDER ON FILE	<i>deduct</i> 50.00	50.00
1	FUEL REFILL CHARGE 10GAL	20.00	20.00
	YAKIMA COUNTY TAX - 3905		7.92
	WASHINGTON STATE TAX		46.80

4/2/99
CR 4108C

THANK YOU FOR YOUR BUSINESS.
 WE LOOK FORWARD TO SERVING YOU AGAIN.

Total 724.72
 000244



WESTERN POWER & EQUIPMENT
 500 PROSPECT PLACE
 P.O. BOX 1147
 MOXEE, WA 98936
 PHONE (509) 575-0486
 TOLL FREE (800) 836-4446

PART SERVICE: NET 30 DAYS • RENTALS: PAYMENT IN ADVANCE • MACHINERY SALES: IN FULL UPON DELIVERY
These Standard terms for all established Western Power & Equipment credit accounts in good standing at time of purchase.
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Customer
 336802
 Document
 12-186

I N V O I C E
 ON ACCOUNT

Invoice Pg
 90347705 1
 3/22/99

Sold To
 YAKIMA ELECTRIC RAILWAY
 PO BOX 649
 YAKIMA WA 98907

FOB WILL CALL

Br	Trk	Make	Model	Serial	Equipment	Meter	Sl#	Customer	P.O.
12							99	JASON	

Q	Ship	Description	Each	Amount
	Taken By	Dennis Carter, Moxee Equip.		
		Rental Contract 12-186		
		Period: 3/16/99 Thru 3/18/99		
		DY 3982 CA152D 64220211	S 200.00	200.00
		SMOOTH DRUM ROLLER**9805**		
1		INSURANCE-NO BINDER IN FILE	<i>deduct</i> 15.00	15.00
1		EQUIPMENT PICKUP CHARGE	75.00	75.00
		YAKIMA COUNTY TAX - 3905		3.20
		WASHINGTON STATE TAX		18.92

*6/11/06
 CR 4255C*

THANK YOU FOR YOUR BUSINESS.
 WE LOOK FORWARD TO SERVING YOU AGAIN.

Total ~~313.12~~
 000245 297.12



WESTERN POWER & EQUIPMENT
 500 PROSPECT PLACE
 P.O. BOX 1147
 MOXEE, WA 98936
 PHONE (509)575-0486
 TOLL FREE (800)836-4446

TERMS: NET 30 DAYS - RENTALS: PAYMENT IN ADVANCE - MACHINERY SALES: IN FULL UPON DELIVERY
 Standard terms for all established Western Power & Equipment credit accounts in good standing at time of purchase.
 Purchases are subject to terms and conditions set forth on reverse side.

Customer
 336802
 Document
 12-185

I N V O I C E
 ON ACCOUNT

Invoice Pg
 00347742 1
 3/23/99

Sold To
 YAKIMA ELECTRIC RAILWAY
 PO BOX 649
 YAKIMA WA 98907

FOB CUSTOMER JOBSITE

Br. Trk	Make	Model	Serial	Equipment	Meter	Sis	Customer P.O.
12						374	JASON

Ship	Description	Each	Amount
Taken By	Dennis Carter, Moxee Equip.		
	Rental Contract 12-185		
	Period: 3/15/99 Thru 4/14/99		
	WL 16284 821B 4JEE0056124	5	4,000.00
	CAB W/HTR/AC 3SPL 2LVR		
	INSURANCE-NO BINDER ON FILE	320.00	320.00
	YAKIMA COUNTY TAX - 3905		47.52
	WASHINGTON STATE TAX		250.80

*5/21/99
 CK 4198C*

THANK YOU FOR YOUR BUSINESS.
 WE LOOK FORWARD TO SERVING YOU AGAIN.

Total ~~4,548.32~~
 000246 432832



KERR-MCGEE CHEMICAL LLC
FOREST PRODUCTS DIVISION

INVOICE

PLEASE REMIT PAYMENT TO ADDRESS BELOW:

PAGE: 1
PRINT DATE: 03/08/99

KERR-MCGEE CHEMICAL CORP.
FOREST PRODUCTS DIVISION
P.O. BOX 93573
CHICAGO, IL 60673

CE NUMBER	DATE	CUSTOMER NO.	KM ORDER NO.
0000045221	03/08/99	969030-0002	KM07794 001

TO INQUIRE, CALL (405) 270-2424

BILL TO
SHIP TO

YAKIMA INTERURBAN LINES, INC.
P.O. BOX 649

YAKIMA, WA 98907

YAKIMA ELECTRIC RAIL MUSEUM
204 W. FINE STREET

YAKIMA, WA

TAX INFORMATION

EXEMPTION NUMBER

COMMENTS

DATE SHIPPED	CUSTOMER NUMBER / PURCHASE ORDER NUMBER	TERMS	SHIPPED FROM
03/08/99	JASON M	NET 30 DAYS	TEXARKANA, TX
PAST DUE AFTER	F.O.B.	FINAL DESTINATION	T/S FREIGHT
04/07/99	YAKIMA, WA		45 PFD

ITEM DESCRIPTION	TREATED UNTREATED TRD	QUANTITY	UOM	UNIT PRICE	AMOUNT
2x4x8	TRD	750.00EA		29.81000	22357.5
<i>NOT PAID</i>					
<i>3/5/99</i>					
<i>664986 weight bill #</i>					

ALL CLAIMS FOR SHORTAGE, DAMAGE, ETC. MUST BE MADE WITHIN TEN (10) DAYS AFTER RECEIPT OF GOODS.

Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

TAX PERCENTAGES				SUB TOTAL
STATE	CITY	COUNTY	TOTAL %	
6.5000	1.4000	0.0000	7.9000	22357.5
				TAXES
				INVOICE TOTAL

CUSTOMER

000247

1766.1

Yakima Interurban Lines Association

P.O. Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

April 27, 1999

Washington State Department of Transportation
Transportation Building -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice No. 4

Work completed
Installed complete: 200 new ties @ \$ 62.00 = \$12,400.00

Materials on Hand	
A & K Railroad -- rail supplies	
Invoice #119361	1855.88
" #119357	1375.73
" #118872	536.85
Columbia Ready-Mix -- Ballast	
Invoice #981451	\$ 2,571.76

Western Power & Equipment Rentals	
Invoice #Qo347885	\$2367.20
" #W63800	\$99.34

Rejected

*OP8795-07-0594
RR-0238*

\$21,107.41

Total of invoice \$21,206.75 - ~~\$99.34~~ = \$21,107.41

George Inness
General Manager

Kenneth M. Lyons
4/27/99

000248

A & K RAILROAD MATERIALS, INC.

VOICE DATE
/19/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130
PHONE (801) 974-5484 FAX (801) 973-7393



INVOICE NUMBER
119361

FED. ID 94-1631996
I N V O I C E

PAGE 1

101470
BILL TO: YAKIMA ELECTRICAL RAILWAY SHIP TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE 306 W. PINE
P.O. BOX 649 YAKIMA, WA 98907
YAKIMA, WA 98907

ATTN : TOM
TAX #:

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
VERBAL	04/15/99	Net 30	NOTOR CARGO	DESTINATION

SALESMAN #: NSG CONTRACT #: WESL99-00251 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
RELAY 5-1/8" BASE SSTP'S ITEM # 3	0-70	8X8-3/4 Each LOAD #274-70		800.00	2.150	1,720.00
<i>Pd 7/24/02 4328 C</i>						

IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	**PLUS TAX	PLUS FREIGHT	PLUS MISC. CHGS.	PAY THIS AMOUNT
1,720.00	135.88	0.00	0.00	1,855.88

HERE WILL BE A FINANCE CHARGE OF 2% PER MONTH
24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000249

A & K RAILROAD MATERIALS, INC.

VOICE DATE
4/19/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130

PHONE (801) 974-5484 FAX (801) 973-7393

FED. ID 94-1631996
I N V O I C E



INVOICE NUMBER
119357
PAGE 1

BILL TO: 101470 YAKIMA ELECTRICAL RAILWAY SHIP TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE 306 W. PINE
P.O. BOX 649 YAKIMA, WA 98907
YAKIMA, WA 98907

ATTN : TOM
TAX #:

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
VERBAL	04/08/99	Net 30	WATKINS	DESTINATION

SALESMAN #: MSG CONTRACT #: WESL99-00236 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
NEW 90RA TO 65AS CAST COMP ITEM # 5	178-133	BARS, AB, PUNCHED **SHIP THESE ASAP.	pair	4.00	212.500	850.00
NEW 90ORE TO 90RA CAST COMP ITEM # 6	178-133	BARS, PUNCHED	pair	2.00	212.500	425.00

7/22/05
7328 C

* IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	**PLUS TAX	PLUS FREIGHT	PLUS MISC. CHGS.	PAY THIS AMOUNT
1,275.00	100.73	0.00	0.00	1,375.73

THERE WILL BE A FINANCE CHARGE OF 2% PER MONTH (24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000250

A & K RAILROAD MATERIALS, INC.

INVOICE DATE
4/10/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130

PHONE (801) 974-5484 FAX (801) 973-7393

FED. ID 94-1631996

I N V O I C E



INVOICE NUMBER
118872

PAGE 1

BILL TO: 101470
YAKIMA ELECTRICAL RAILWAY
306 W. PINE
P.O. BOX 649
YAKIMA, WA 98907

SHIP TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE
YAKIMA, WA 98907

ATTN : TOM

TAX #:

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
VERBAL	04/08/99	Net 30	ABF	DESTINATION

SALESMAN #: MSB

CONTRACT #: WESI99-00236 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
NEW 1X5-1/2" TRACK BOLTS			W/NUTS			
ITEM # 1	62-659		KEG	1.00	182.000	182.00
N " " LOCKWASHERS						
IT : 2	62-659		Each	106.00	0.340	36.04
NEW 3/4X3-1/2" TRACK BOLTS			W/NUTS			
ITEM # 3	62-659		KEG	1.00	182.000	182.00
NEW 3/4" LOCKWASHERS						
ITEM # 4	62-659		Each	280.00	0.340	95.20

7/22/99
4328 C

* IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	**PLUS TAX	PLUS FREIGHT	PLUS MISC. CHGS.	PAY THIS AMOUNT
495.24	41.61	0.00	0.00	536.85

THERE WILL BE A FINANCE CHARGE OF 2% PER MONTH (24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000251

COLUMBIA READY-MIX, INC.
3307 RIVER ROAD

YAKIMA, WA 98902
509 457-5494

I N V O I C E

Page: 1

Bill to:

YAKIMA ELECTRIC RAILWAY
P.O. BOX 649

YAKIMA, WA
98907

Invoice #: 981451

Customer PO#:
Invoice Date: 04/13/99

Terms: NET DUE 30 DAYS

Salesman: AKA

Remarks:

Qty Ship	Item Code	Description	Unit Price	Extension
251.59	1 1/2	1 1/2" - 3/4" CRUSHED	9.50	2390.11
Sub Total:				2390.11
Tax:				181.65
Total:				2571.76

6/28/99
4263C

000252



WESTERN POWER & EQUIPMENT
 500 PROSPECT PLACE
 P. O. BOX 1147
 MOXEE, WA 98936
 PHONE (509)575-0486
 TOLL FREE (800)835-4446

TERMS: NET 30 DAYS - RENTALS: PAYMENT IN ADVANCE - MACHINERY SALES: IN FULL UPON DELIVERY
 Standard terms for all Western Power & Equipment credit accounts in good standing at time of purchase.
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Customer
 336802
 Document
 12-176

I N V O I C E
 ON ACCOUNT

Invoice Pg
 00347885 1
 3/26/99

Sold To
 YAKIMA ELECTRIC RAILWAY
 PO BOX 647
 YAKIMA WA 98907

FOB WILL CALL

Br	Trk	Make	Model	Serial	Equipment	Meter	SIS	Customer	P.O.
12							374	JASON	

Order	Ship	Description	Each	Amount
Taken By Dennis Carter, Moxee Equip.				
Rental Contract 12-176				
Period: 3/26/99 Thru 4/25/99				
		1W 17542 S80SL II 9JJG0267169	5	1,850.00
		4WD CAB/A CC RC EXT LDR HYD		
		2Z 24853 P423D 1000604	5	350.00
		12 TON ECONLINE TRAILER		
		INSURANCE BINDER ON FILE/HAMMAN-MILLER-BEAUCHAMP-DEEBLE, INC.		
		LONG BEACH, CA. (562)437-9731		
		YAKIMA COUNTY TAX - 3905		24.20
		WASHINGTON STATE TAX		143.00
Total				2,367.20

*6/11/99
4255C*

THANK YOU FOR YOUR BUSINESS.
 WE LOOK FORWARD TO SERVING YOU AGAIN.

000253





POWER & EQUIPMENT

Location: Moxee WA
1-800-836-4446

REMIT TO:

**WESTERN
POWER & EQUIPMENT**
4601 NE 77th Ave Ste 200
Vancouver, WA 98662-6730

INVOICE

Page 1

INVOICE NO.:	W63800
CUSTOMER NO.:	336802
DATE:	4/14/99
AMOUNT DUE:	99.34
TERMS:	NET 30



SHIP TO:



YAKIMA ELECTRIC RAILWAY
PO BOX 649
YAKIMA WA 98907-0649

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

BR	TRK	MAKE	MODEL	SERIAL	EQUIPMENT	METER	SLS	CUSTOMER PO	
12							99	JASON	
	SHIP				DESCRIPTION		EACH	AMOUNT	
	Taken				HOWARD WITTNER, YAK PARTS/SERV	Shipped	4/14/99		
	2				IC A51976	CYLINDER	46.16	92.32	
					TOTAL PARTS			92.32	
					WASHINGTON STATE TAX			6.00	
					YAKIMA COUNTY TAX - 3905			1.02	
<p>THANK YOU FOR YOUR BUSINESS. WE LOOK FORWARD TO SERVING YOU AGAIN.</p> <p>6/11/99 4235C</p>									
								000254	
FOB WILL CALL								Total	99.34

1320

PARTS & SERVICE: NET 30 DAYS • RENTALS: PAYMENT IN ADVANCE • MACHINERY SALES: IN FULL UPON DELIVERY
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Yakima Electric Railway

P.O.Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

May 21, 1999



Washington State Department of Transportation
Transportation Building -- Rail Office
P.O.Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice No. 5

Work: Ties in - minus ballast
Installed complete: 500 new ties @ \$52.00 = \$ 26,000.00

Materials on Hand

Columbia Ready-Mix -- Ballast

Invoice # 981627	\$ 764.10	
" 981639	598.09	
" 981638	340.70	
" 981723	<u>1,843.95</u>	
Ballast		3,546.84

Star Rental & Sales -- Rental equipment

Invoice # RY24049	\$ 194.22	
" RY22764	295.59	
" RY21740	521.16	
" SY4148	<u>1,294.80</u>	
Rental equipment		2,305.77

Western Power & Equipment -- Rentals

Invoice # Q0449103	\$ 2,367.20	
" Q0449119	<u>1,291.20</u>	
Rentals		<u>3,658.40</u>

Total of invoice

\$ 35,511.01

George Inness
General Manager

0P8795-07-0594

AR-0238

\$ 35,511.01

Kenneth W. Inness
5/24/99

000255

Yakima Electric Railway

P.O.Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

May 21, 1999



Washington State Department of Transportation
Transportation Building -- Rail Office
P.O.Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice No. 5

Work: Ties in - minus ballast
Installed complete: 500 new ties @ \$52.00 = \$ 26,000.00

Materials on Hand

Columbia Ready-Mix -- Ballast

Invoice # 981627	\$ 764.10	
" 981639	598.09	
" 981638	340.70	
" 981723	<u>1,843.95</u>	
Ballast		3,546.84

Star Rental & Sales -- Rental equipment

Invoice # RY24049	\$ 194.22	
" RY22764	295.59	
" RY21740	521.16	
" SY4148	<u>1,294.80</u>	
Rental equipment		2,305.77

Western Power & Equipment -- Rentals

Invoice # Q0449103	\$ 2,367.20	
" Q0449119	<u>1,291.20</u>	
Rentals		<u>3,658.40</u>

Total of invoice

\$ 35,511.01

George Inness
General Manager

0P8795-07-0594
RR-0238
\$ 35,511.01

000256

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

May. 21 1999 01:41PM P3

COLUMBIA READY-MIX, INC.
3307 RIVER ROAD

YAKIMA, WA 98902
509 457-5494

I N V O I C E

Page: 1

Bill to:

YAKIMA ELECTRIC RAILWAY
P.O. BOX 649

YAKIMA, WA
98907

Invoice #: 981627

Customer PO#:
Invoice Date: 04/21/99

Terms: NET DUE 30 DAYS

Salesman: AKA

Remarks:

Qty Ship	Item Code	Description	Unit Price	Extension
74.75	1 1/2	1 1/2" - 3/4" CRUSHED	9.50	710.13
178142	178149	178152		

Sub Total: 710.13
Tax: 53.97

Total: 764.10

*7/27/99
4327 C*

000257

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

May. 21 1999 01:41PM P4

COLUMBIA READY-MIX, INC.
3307 RIVER ROAD

YAKIMA, WA 98902
509 457-5494

I N V O I C E

Page: 1

Bill to:

YAKIMA ELECTRIC RAILWAY
P.O. BOX 649

YAKIMA, WA
98907

Invoice #: 981639

Customer PO#:
Invoice Date: 04/22/99

Terms: NET DUE 30 DAYS

Salesman: AKA

Remarks:

Qty Ship	Item Code	Description	Unit Price	Extension
58.51	1 1/2	1 1/2" - 3/4" CRUSHED	9.50	555.85
178157	178159			

Sub Total: 555.85
Tax: 42.24
=====

Total: 598.09

NOT PAID

Slade

000258

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

May. 21 1999 01:42PM P5

COLUMBIA READY-MIX, INC.
3307 RIVER ROAD

YAKIMA, WA 98902
509 457-5494

I N V O I C E

Page: 1

Bill to:

YAKIMA ELECTRIC RAILWAY
P.O. BOX 649

YAKIMA, WA
98907

Invoice #: 981638

Customer PO#:
Invoice Date: 04/22/99

Terms: NET DUE 30 DAYS

Salesman: AKA

Remarks:

Qty Ship	Item Code	Description	Unit Price	Extension
33.33 178168	1 1/2	1 1/2" - 3/4" CRUSHED	9.50	316.64

Sub Total: 316.64
 Tax: 24.06
 Total: 340.70

*7/22/99
4327 C*

000259

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

May. 21 1999 01:42PM P6

COLUMBIA READY-MIX, INC.
3307 RIVER ROAD

YAKIMA, WA 98902
509 457-5494

I N V O I C E

Page: 1

Bill to:

YAKIMA ELECTRIC RAILWAY
P.O. BOX 649

YAKIMA, WA
98907

Invoice #: 981723

Customer PO#:
Invoice Date: 04/26/99

Terms: NET DUE 30 DAYS

Salesman: AKA

Remarks:

Qty Ship	Item Code	Description	Unit Price	Extension
180.39	1 1/2	1 1/2" - 3/4" CRUSHED	9.50	1713.71

Sub Total: 1713.71
Tax: 130.24
=====
Total: 1843.95

NOT PAID

000260

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

May. 21 1999 01:43PM PB

STAR RENTALS & SALES

REMIT TO:
1801 30th Street St.
P.O. BOX 8127
YAKIMA, WA 98909
PHONE (509) 576-1414
FAX (509) 575-8544

1912 WEST A
P.O. BOX 2811
PASCO, WA 99302
PHONE (509) 545-8521
FAX (509) 545-8529

EAST 8512 OSMET
P.O. BOX 12052
SPOKANE, WA 99213
PHONE (509) 324-8080
FAX (509) 324-1652

1115 WALLA WALLA
P.O. BOX 1230
WENATCHEE, WA 98807
PHONE (509) 662-0004
FAX (509) 662-6415

RENTAL INVOICE

RY 22764

CUSTOMER P.O. NO.	JOB NUMBER	PHONE	DEPOSIT	CASH CHECK
LESSEE: Yakima Electric Railway		CUSTOMER I.D. 182060		
ADDRESS: PO Box 649				
CITY, STATE, ZIP CODE: Yakima Wa 98902		CITY: Woods	STATE	

OUT TIME	OUT DAY	EQUIPMENT RENTED	RETURNED		PER HOUR	MIN HOUR	DAY	AMOUNT
			HOUR	DAY				
8:30	5/18	50' 44 hauler	PM	3:20			15	198.00
		Receiver & ball						21.00
								18.00

TERMS AND CONDITIONS OF OUR RENTAL AGREEMENT

1. RENTAL RATES: Rental rates are based on 8 hour days, 40 hour weeks, and 175 hour months. Additional shifts will be charged at one-half the basic rental rate. No option to purchase is contained in this agreement.

2. NO INSURANCE: STAR RENTALS PROVIDES NO INSURANCE REGARDING DAMAGE OR LOSS OF THE EQUIPMENT NOR DOES IT PROVIDE LIABILITY INSURANCE. ANY INSURANCE REGARDING THE LEASED EQUIPMENT IS THE RESPONSIBILITY OF THE LESSEE.

3. DISCLAIMER OF ALL WARRANTIES, LIMITATION OF REMEDIES AND LIMITATION OF REMEDY: THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NO WARRANTY AGAINST DEFECTS, AND NO OTHER WARRANTY, EXPRESS OR IMPLIED, APPLICABLE TO RENTED EQUIPMENT. NO FURTHER WARRANTY SHALL BE IMPLIED BY LAW.

4. THE PARTICULAR QUALITIES AND CHARACTERISTICS OF THE LEASOR'S EQUIPMENT WHICH ARE NOT BEING WARRANTED BY STAR RENTALS ARE EACH AND EVERY OPERATING CHARACTERISTIC AND QUALITY OF THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S PERFORMANCE, ITS PRESENT STATE OF REPAIR, ITS CONDITION AND MAINTENANCE AND ITS ABILITY TO FUNCTION IN ANY MANNER. ANY DESCRIPTION OF THE LEASED EQUIPMENT IS FOR IDENTIFICATION PURPOSES ONLY.

5. It is agreed that the rental rate is based on LESSEE USING THE EQUIPMENT "AS IS." LESSEE UNDERSTANDS THAT THERE IS AN INHERENT RISK ASSOCIATED WITH THE USE OF EQUIPMENT AND THAT NOT ALL UNDESIRABLE SITUATIONS CAN BE ANTICIPATED OR PREVENTED BY EITHER STAR RENTALS OR LESSEE. THEREFORE LESSEE AGREES TO WAIVER THE ENTIRE RISK AS TO THE QUALITY AND USE OF THE EQUIPMENT. STAR RENTALS SHALL NOT BE LIABLE FOR DAMAGES OR PROPERTY RESULTING FROM LESSEE'S USE, STORAGE, TRANSPORTATION OR OVERLOADING OF THE EQUIPMENT.

6. FOR ANY REASON, STAR RENTALS IS FOUND LIABLE UNDER THIS AGREEMENT, LESSEE AGREES THAT THE LIABILITY OF STAR RENTALS IS LIMITED TO THE REPAIR OR REPLACEMENT OF EQUIPMENT WHICH ARE DEFECTIVE UNDER NORMAL USE. IN NO EVENT, HOWEVER, SHALL THE LIABILITY OF STAR RENTALS EXCEED THE AMOUNT OF RENTAL PAYMENTS ACTUALLY MADE BY LESSEE.

LESSEE AGREES THAT THE FOLLOWING SHALL BE LESSEE'S SOLE AND EXCLUSIVE REMEDY AGAINST STAR RENTALS FOR ANY CLAIM WHATSOEVER INCLUDING BUT NOT LIMITED TO: LOSS OF PRODUCTIVITY, AND LOSS OF TIME, LOSS OF BUSINESS OR CONsequential DAMAGES FOR LOSS OF PROFITS, LOSS OF SALES, HURRY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR ANY OTHER DIRECT, INDIRECT, OR SPECIAL DAMAGE OF ANY KIND.

IMPORTANT: Items 4 through 20 of this agreement are on the reverse side of this form. The top and reverse side contain the complete agreement of the parties. READ BOTH SIDES BEFORE SIGNING.

STAR RENTALS & SALES, a division of Star Industries, Inc. LESSEE: *[Signature]*

BY: *[Signature]*

FROM	TO	AMOUNT
3 Days		\$ 237.00
ADDITIONAL CHARGES		
1 hr. Over	3/61	5.50
3 hr. Over	9.17	29.25
CARTAGE IN		
CARTAGE OUT		288
SALES TAX	2088	2088
DIESEL		
GAS		
TOTAL		295.59

DUPLICATE CUSTOMER INVOICE

4/1/99
422C

000262

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

May. 21 1999 01:45PM P10

STAR RENTALS & SALES

100TH FIRST ST.
OX 9127
JA, WA 98909
PHONE (509) 575-1414
FAX (509) 575-8544

1912 WEST A.
P.O. BOX 2611
PASCO, WA 99302
PHONE (509) 545-8521
FAX (509) 545-8528

EAST 6812 DESMET
P.O. BOX 13352
SPokane, WA 99213
PHONE (509) 924-8080
FAX (509) 924-1852

SALES INVOICE

INVOICE NUMBER
SY 4148
INVOICE DATE
5/21/99
ORDER DATE

ORDER NO. 00	CUSTOMER P.O. #	CUSTOMER # 182060	SHIP TO
SOLD TO Yak. Electric Railway			
ADDRESS PO Box 649			
CITY Yakima	STATE Wa	ZIP CODE 98902	SHIP VIA
TAXABLE	EXEMPT	PAYMENT RECEIVED	CHECK / CASH
PAYMENT TERMS		SHIP FROM	F.O.B. POINT

ORDERED	DESCRIPTION	SHIPPED	B/O	UNIT PRICE	EXTENSION
1	Partner K1250 SAW				1200.00
2	S/N 8450170				
3			3017		
4					
5					
6					
8					

TERMS AND CONDITIONS OF THE SALE

1. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITIES AND LIMITATION OF REMEDY: The Seller gives NO IMPLIED WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY, EXPRESS OR IMPLIED, APPLICABLE TO THE PRODUCT SOLD. No other warranty shall be implied by law. The manufacturer of the product sold may extend that manufacturer's warranty to the Purchaser. The Purchaser shall look solely to the manufacturer for the performance of any such warranty.

2. THE PARTICULAR QUALITIES AND CHARACTERISTICS OF THE PRODUCT SOLD WHICH ARE NOT BEING WARRANTED BY SELLER ARE EACH AND EVERY OPERATING CHARACTERISTIC AND QUALITY OF THE PRODUCT, including, but not limited to, the product's performance, its present state of repair, its condition and maintenance and its ability to function in any respect. Any description of the product sold is for identification purposes only.

3. IT IS AGREED THAT THE SELLER OF THE PRODUCT IS DEPENDING ON PURCHASER USING THE PRODUCT "AS IS." Purchaser understands that there is no personal risk contracted with the use of equipment and that not all potentially dangerous situations may be known or anticipated by either Seller or Purchaser. Therefore Purchaser agrees to assume the entire risk as to the quality and use of the product. SELLER SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY RESULTING FROM PURCHASER'S USE, STORAGE, TRANSPORTATION OR OPERATION OF THE EQUIPMENT.

4. Under any and all circumstances, THE LIABILITY OF THE SELLER (in any case in which Seller may be liable to Purchaser) SHALL BE LIMITED TO REPLACEMENT OR REPAIR OF DEFECTIVE PARTS OR WORKMANSHIP when such condition does not to the Seller's satisfaction that the product was defective under normal use, maintenance and service within six months of time of delivery of such part. The liability of the Seller shall in no event exceed the purchase price of the product which has been paid.

5. If Seller shall advise needs or replacements, it shall be entitled to continue to attempt to remedy the defects for as long a time as in its sole judgment such attempt is justified. If the defect is such that Seller shall determine that repairs or replacements are impracticable, Purchaser shall have the right to return the product to Seller and to have refunded the fair market value of the Purchaser's interest in the product as established by Seller in any commercially reasonable manner.

6. Purchaser agrees that, in any case in which Seller may be liable to Purchaser, THE FOREGOING SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER for any claim whatsoever, including but not limited to those based on product liability, strict liability, tort, breach of contract, or breach of warranty, and that no other remedy shall be available to Purchaser. Thus, it is agreed that THE REMEDIES WHICH ARE NOT AVAILABLE TO PURCHASER INCLUDE, BUT ARE NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS, OR ANY OTHER DIRECT, INDIRECT OR SPECIAL DAMAGE OF ANY KIND.

IMPORTANT: Items 2 through 6 of this agreement are on the reverse side of this form. The face and reverse sides contain the complete agreement of the parties. READ BOTH SIDES BEFORE SIGNING.

STAR RENTALS & SALES, a division of Star Industries, Inc.

By _____ PURCHASER
By _____
By _____

SALES TAX	9480
TOTAL	129480
RECEIVED BY	DATE
<i>[Signature]</i>	

7/24/99
43256

000264

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

May. 21 1999 01:46PM P11



Location: Moxee WA
1-800-836-4446

WESTERN
POWER & EQUIPMENT
4601 NE 77th Ave Ste 200
Vancouver, WA 98662-6730

Page 1

INVOICE

INVOICE NO.:	00449103
CUSTOMER NO.:	336802
DATE:	4/26/99
AMOUNT DUE:	2,367.20
TERMS:	NET 30

||||| SHIP TO:

YAKIMA ELECTRIC RAILWAY
PO BOX 649
YAKIMA WA 98907-0649

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

BR	TRK	MAKE	MODEL	SERIAL	EQUIPMENT	METER	SLS	CUSTOMER PO
12							99	JASON
ORDER	SHIP	B/O	DESCRIPTION				EACH	AMOUNT
	Taken By		Dennis Carter, Moxee Equip.					
			Rental Contract 12-176					
			Period: 4/26/99 Thru 5/25/99					
			IW 17542	580SL II	9JJG0269169		1,850.00	1,850.00
			4WD CAB/A	CC RC EXT	LDR HYD			
			ZZ 24853	P423D	1000604		350.00	350.00
			12 TON ECONLINE TRAILER					
			INSURANCE BINDER ON FILE/HAMMAN-MILLER-BEAUCHAMP-DEEBLE, INC.					
			LONG BEACH, CA. (562)439-9731					
			YAKIMA COUNTY TAX - 3905					24.20
			WASHINGTON STATE TAX					143.00
THANK YOU FOR YOUR BUSINESS. WE LOOK FORWARD TO SERVING YOU AGAIN.								
<i>6/28/99</i> <i>4260 C</i>								
000265								
FOB WILL CALL							Total	2,367.20

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

May. 21 1999 01:46PM P12



Location: Moxee WA
1-800-836-4446

WESTERN
POWER & EQUIPMENT
4601 NE 77th Ave Ste 200
Vancouver, WA 98662-6730

Page 1

INVOICE

INVOICE NO.:	Q0449119
CUSTOMER NO.:	336802
DATE:	4/26/99
AMOUNT DUE:	1,291.20
TERMS:	NET 30

||||| SHIP TO:

SHIP TO:

YAKIMA ELECTRIC RAILWAY
PO BOX 649
YAKIMA WA 98907-0649

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

BR	TRK	MAKE	MODEL	SERIAL	EQUIPMENT	METER	SLS	CUSTOMER PO
12							375	JASON
ORDER	SHIP	B/O	DESCRIPTION				EACH	AMOUNT
	Taken By		Dennis Carter, Moxee Equip.					
			Rental Contract 824					
			Period: 4/19/99 Thru 4/23/99					
			CR 18195	850G	8JJG0254778		1,200.00	1,200.00
			6 WAY BLADE ROPS RIPPER					
			YAKIMA COUNTY TAX - 3905					13.20
			WASHINGTON STATE TAX					78.00
			INSURANCE BINDER ON FILE ST PAUL FIRE & MARINE INS CO					
			POLICY #CK06101189					
							Total	1,291.20

THANK YOU FOR YOUR BUSINESS.
WE LOOK FORWARD TO SERVING YOU AGAIN.

4/28/99
YLLC

000266

FOB WILL CALL

370

PARTS & SERVICE: NET 30 DAYS - RENTALS: PAYMENT IN ADVANCE - MACHINERY SALES: IN FULL UPON DELIVERY
These are standard terms for all established Western Power & Equipment credit accounts in good standing at time of purchase.
Purchases are subject to terms and conditions set forth on invoice copy

RECEIVED

JUN 21 1999

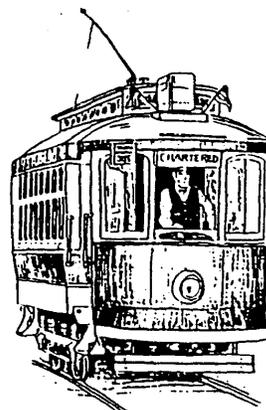
Yakima Electric Railway

P.O. Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

June 18, 1999

DOT RAIL OFFICE



Washington State Department of Transportation
Transportation Building -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice No. 6

Work: Ties in - minus ballast Installed complete:	900 new ties @ \$52.00 =	\$ 46,800.00
Material on Hand		
Kerr-McGee - Ties Invoice No. 46441	117	24,123.74
A & K Railroad Material - Rail Supplies		
Invoice No. 120381	\$ 1,031.52	
" 121437	236.36	
" 120728	1,193.00	
" 120199	<u>2,329.51</u>	
Total Rail Supplies		4,790.39
Smith Tractor & Equipment - Rental		
Invoice No. 65238	4/27/99	7,423.32
Star Rental & Sales - Rental		
Contract No. 12 000733 02		2,049.36 - <i>disallowed</i>
Western Power & Equipment - Rental		
Invoice No. Q0550610	9/18/99	2,367.20 - 50% Rejected 1,183.60
Washington State of Corrections Work Crew		
February 1999	\$ 300.00	
March 1999	2,850.00	
April 1999	<u>1,050.00</u>	
Total wages for work crew		<u>4,200.00</u>

Total Invoice \$ 91,754.01

George Inness
General Manager

0P8795-07-0594
RR-0238
\$ 88,521.05

- 2,049.36
- 1,183.60
\$ 88,521.05

000267



KERR-MCGEE CHEMICAL LLC
FOREST PRODUCTS DIVISION

INVOICE

PAGE: 1
PRINT DATE: 05/24/99

PLEASE REMIT PAYMENT TO ADDRESS BELOW:

KERR-MCGEE CHEMICAL CORP.
FOREST PRODUCTS DIVISION
P.O. BOX 93573
CHICAGO, IL 60673

NUMBER	DATE	CUSTOMER NO.	KM ORDER NO.
0000046441	05/24/99	969030-0002	KM07992 001

TO INQUIRE, CALL (405) 270-2424

BILL TO

YAKIMA INTERURBAN LINES, INC.
P.O. BOX 649

YAKIMA, WA 98907

SHIP TO

YAKIMA ELECTRIC RAIL MUSEUM
302 W. PINE STREET

YAKIMA, WA

TAX INFORMATION

EXEMPTION NUMBER

COMMENTS

DATE SHIPPED	CUSTOMER NUMBER / PURCHASE ORDER NUMBER	TERMS	SHIPPED FROM
05/18/99	VERBAL/JASON	NET 30 DAYS	TEXARKANA TX

PAST DUE AFTER	F.O.B.	FINAL DESTINATION	T/S	FREIGHT
06	'99	YAKIMA, WA - RAIL		45 PPD

ITEM DESCRIPTION	TREATED UNTREATED T/O	QUANTITY	U O M	UNIT PRICE	AMOUNT
CROSS TIE:IG,OAK-MHW,7'X9' 6# P-3 VEHICLE NUMBER: UF217084	TRD	750.0EA		29.81000	22357.50

FO#VERBAL/JASON

CROSSTIES

000268

TAX PERCENTAGES				SUB TOTAL	INVOICE TOTAL
STATE	CITY	COUNTY	TOTAL %		
6.5000	1.4000	0.0000	7.9000	22357.50	24123.74
				TAXES	
				1766.24	

ALL CLAIMS FOR SHORTAGE, DAMAGE, ETC., MUST BE MADE WITHIN TEN (10) DAYS AFTER RECEIPT OF GOODS.

*Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

CUSTOMER

A & K RAILROAD MATERIALS, INC.

VOICE DATE
5/10/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130
PHONE (801) 974-5484 FAX (801) 973-7393



INVOICE NUMBER
120381

FED. ID 94-1631996

PAGE 1

INVOICE

BILL TO: 101470
YAKIMA ELECTRICAL RAILWAY
306 W. PINE
P.O. BOX 649
YAKIMA, WA 98907

SHIP TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE
YAKIMA, WA 98907

ATTN : TOM

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
VERBAL	05/03/99	Net 30	WATKINS	DESTINATION

SALESMAN #: MSG CONTRACT #: WESL99-00277 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
NEW 115RE-90RA IT 3	632-13	COMPROMISE BARS	6-1/2x5-1/4x5-1/2 pair	4.00	239.000	956.00
<i>not paid</i>						

** IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	**PLUS TAX	PLUS FREIGHT	PLUS MISC. CHGS.	PAY THIS AMOUNT
956.00	75.52	0.00	0.00	1,031.52

THERE WILL BE A FINANCE CHARGE OF 2% PER MONTH (24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000269

A & K RAILROAD MATERIALS, INC.

INVOICE DATE
/21/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130
PHONE (801) 974-5484 FAX (801) 973-7393



INVOICE NUMBER
121437

PAGE 1

FED. ID 94-1631996
I N V O I C E

101470
BILL TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE
P.O. BOX 649
YAKIMA, WA 98907

SHIP TO: YAKIMA ELECTRICAL RAILWAY
CUSTOMER PICK UP
ACK RAILROAD YARD
YAKIMA, WA 98907

ATTN : TOM
TAX #:

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
VERBAL	04/08/99	Net 30	CPU	SHIPPING PT

SALESMAN #: MSG CONTRACT #: WESL99-00236 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
NEW 1X5-1/2" TRACK BOLTS			W/NUTS			
TEM # 1	79-659		KEG	1.00	182.000	182.00
NE " LOCKWASHERS						
TE 2	79-659		Each	106.00	0.340	36.04

IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	**PLUS TAX	PLUS FREIGHT	PLUS MISC. CHGS.	PAY THIS AMOUNT
218.04	18.32	0.00	0.00	236.36

HERE WILL BE A FINANCE CHARGE OF 2% PER MONTH
(24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000270

A & K RAILROAD MATERIALS, INC.

INVOICE DATE

05/12/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130

PHONE (801) 974-5484 FAX (801) 973-7393

FED. ID 94-1631996

I N V O I C E



INVOICE NUMBER

120728

PAGE 1

BILL TO: 101470
YAKIMA ELECTRICAL RAILWAY
306 W. PINE
P.O. BOX 649
YAKIMA, WA 98907

SHIP TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE
YAKIMA, WA 98907

ATTN : TOM

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
VERBAL	05/11/99	Net 30	ABF	DESTINATION

SALESMAN #: 02

CONTRACT #: WESL99-00297 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
NEW 7/4X3-1/2" TRACK BOLTS			W/NUTS			
ITEM # 1	73-659		KEG	3.00	186.000	558.00
NEW 3/4" LOCKWASHERS						
ITEM # 2	73-659		Each	840.00	0.250	210.00
NEW 1X5-1/2" TRACK BOLTS			W/NUTS			
ITEM # 3	73-659		KEG	2.00	186.000	372.00
NEW 1" LOCKWASHERS						
ITEM # 4	73-659		Each	212.00	0.250	53.00

** IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	**PLUS TAX	PLUS FREIGHT	PLUS MISC. CHGS.	PAY THIS AMOUNT
1,193.00	0.00	0.00	0.00	1,193.00

THERE WILL BE A FINANCE CHARGE OF 2% PER MONTH (24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000271

A & K RAILROAD MATERIALS, INC.

INVOICE DATE
3/04/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130
PHONE (801) 974-5484 FAX (801) 973-7393



INVOICE NUMBER
120199

FED. ID 94-1631996

PAGE 1

I N V O I C E

BILL TO: 101470
YAKIMA ELECTRICAL RAILWAY
306 W. PINE
P.O. BOX 649
YAKIMA, WA 98907

SHIP TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE
YAKIMA, WA 98907

ATTN : TOM

TAX #:

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
VERBAL	05/03/99	Net 30	NICKLES	DESTINATION

SALESMAN #: MSB

CONTRACT #: WESL99-00277 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
RELAY 112#RE NO. 1 RAIL, 39'		LENGTHS, DRILLED	2-1/2x6-1/2			
ITEM # 1	72-659	pieces		4.00	447.000	1.788.00
R / 5-1/2" BASE DSTP'S		7-1/2X11				
ITEM # 4	72-659	Each		160.00	2.100	336.00
RELAY 112#RE TL BARS, PUNCHED		6-1/2X5X6-1/2				
ITEM # 5	72-659	pair		2.00	12.500	25.00

* IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	**PLUS TAX	PLUS FREIGHT	PLUS MISC. CHGS.	PAY THIS AMOUNT
2,149.00	180.51	0.00	0.00	2,329.51

THERE WILL BE A FINANCE CHARGE OF 2% PER MONTH (24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000272

STAR RENTALS & SALES

The Largest Complete Rental Service in the Pacific Northwest

ATTLE BRANCH
1919 4th Ave. S.
Seattle, WA 98134
1-800-825-7880

BELLEVUE BRANCH
12900 Northup Way
Bellevue, WA 98005
(425) 885-5522

AUBURN BRANCH
4517 Auburn Way N.
Auburn, WA 98002
(253) 854-3922

SPOKAN ANCH
East 6812 Lesmet
Spokane, WA 99212
(509) 924-8080

PORTLAND BRANCH
1735 SE Martin Luther King Jr. Blvd.
Portland, OR 97293
1-800-578-1475

YAKIMA BRANCH
1601 S. First Street
Yakima, WA 98901
1-800-927-2825

HILLSBORO BRANCH
21660 NW Cherry Lane
Hillsboro, OR 97124
(503) 617-7400

TACOMA BRANCH
2302 S. Tacoma Way
Tacoma, WA 98409
(253) 474-0577

EVERETT BRANCH
12505 Mukilteo Speedway
Lynnwood, WA 98037
(425) 348-6969

PASCO BRANCH
1912 West "A" Street
Pasco, WA 99302
(509) 545-8521

EUGENE BRANCH
4748 Franklin Blvd.
Eugene, OR 97403
(541) 726-6575

VANCOUVER BRANCH
5811 NE 121st Ave.
Vancouver, WA 98662
(360) 254-6800

THANK YOU FOR YOUR BUSINESS

BE SURE TO VISIT OUR NEW STORES IN BREMER
WE HAVE A NEW COMPUTER SYSTEM, PLEASE BE
OPENING SOON: OUR NEW STORE IN

Please Remit To:
Dept 128
P.O. Box 34935
Seattle, WA 98124-1935

System ID=====CONTRACT CLOSING=====Contract Number
05/18/99
YAKIMA ELECTRICAL RAIL MUSEUM
P.O. BOX 649
YAKIMA, WA 98902
509-575-1200

REF RY24205-2

Out: WED 05/12/99 0732P
In: THU 05/13/99 0700A

Item No.	Qty	Description	Rate	Info	Unit	Extended
0150-0060 12-7935	1	FORKLIFT, 37'-6000# 4WD Carelift ZB6037-44	1890.91	6U WD 1890.91 Serial number: B8040190890	1890.91	1890.91
Meter:	0	Rates: 0=out 0=in /xxxx		1890.91/d 7563.64/w 20800.01/2nd	0.0000	0.00
0735-0040	0.0	.GAS - OFF-ROAD	735/40		1.10	0.00
0735-0020	8.0	.DIESEL - OFF-ROAD	735/020		1.05	8.40

Delete | This invoice rejected because this equipment used for tie replacement.

Date	Seq	Method	Ref/PO	Amount	Summary	Summary
05/14/99	01	Charge		2049.79	RENTAL	1890.91
05/18/99	02	Charge		-0.43	MERCHANDISE/SVCS	8.40
>>>>Amt of this Credit Memo:				-0.43	WASH 0.5%	120.40
					3913-YAKIM	26.59
					Total	2049.00

7/24/99
4325

Star Rentals and Sales disclaims ALL WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, ALL WARRANTIES AGAINST INTERFERENCE OR INFRINGEMENT AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, applicable to the equipment rented or sold. No further warranty shall be implied by law. This contract contains additional WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND LIMITATIONS OF REMEDIES. See paragraph 11 on the reverse side of this form.

I have read, understood and agree to the terms of this Contract, including the DISCLAIMER OF WARRANTIES set forth above.

000274
Customer's Signature
THIS IS A CONTRACT.
READ BOTH SIDES BEFORE SIGNING.



WESTERN POWER & EQUIPMENT
 500 PROSPECT PLACE
 P.O. BOX 1147
 MOXEE, WA 98936
 PHONE (509)575-0486
 TOLL FREE (800)836-4446

P SERVICE: NET 30 DAYS • RENTALS: PAYMENT IN ADVANCE • MACHINERY SALES: IN FULL UPON DELIVERY
 T. Standard terms for all established Western Power & Equipment credit accounts in good standing at time of purchase.
 Purchases are subject to terms and conditions set forth on reverse side.

Customer
 336802
 DOCUMENT
 12-176

I N V O I C E
 NET 30

Invoice Pg
 00550610 1
 5/26/99

Sold To
 YAKIMA ELECTRIC RAILWAY
 PO BOX 649
 YAKIMA WA 98907

FOB WILL CALL

Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer	P.O.
							99	JASON	

Order	Ship	Description	Each	Amount
Taken By Dennis Carter, Moxee Equip.				
Rental Contract 12-176				
Period: 5/26/99 Thru 6/25/99				
		1W 17642 580SL II 9JJG0269169	S 1,850.00	1,850.00
		4WD CAB/A CC RC EXT LDR HYD		
		22 24853 F423D 1000604	S 350.00	350.00
12 TON ECUOLINE TRAILER				
INSURANCE BINDER ON FILE/HAMMAN-MILLER-BEAUCHAMP-DEEBLE, INC.				
LONG BEACH, CA. (562)437-9731				
YAKIMA COUNTY TAX - 3905				24.20
WASHINGTON STATE TAX				143.00

reduce 50% - because this equipment is used 50% of the time for tie replacement.

THANK YOU FOR YOUR BUSINESS.
 WE LOOK FORWARD TO SERVING YOU AGAIN.

000275

Total 2,367.20

Washington State Department of Corrections
WORK CREW STATEMENT

STATEMENT NO.: 16

DATE: 3/1/99

TO: Yakima Electric Railway
P. O. Box 649
Yakima, WA 98907

February

Service Date	Crew Size (Includes Crew Correctional Officer)	Cost	Amount
2/06/99	10	\$150.00/day	\$150.00
2/07/99	10	"	150.00
2/13/99	12	"	150.00
2/14/99	8	"	150.00
2/20/99	12	"	150.00
2/21/99	13	"	150.00
2/27/99 } <i>Wachus</i>	10	"	150.00
2/28/99 } <i>Spine</i>	10	"	150.00
			<i>\$300.00</i>
Total Due			<u>\$1,200.00</u>

Checks payable to: **Washington State Department of Corrections**

Mail to: Eastern Area Business Office
Jeff Potesky
1717 W. Broadway
Spokane, WA 99201

*2/29/99
4/29/99*

Phone: (509) 324-8388
FAX: (509) 456-6358

000276

Washington State Department of Corrections

WORK CREW STATEMENT

STATEMENT NO.: 17

DATE: 4/5/99

TO: Yakima Electric Railway
 P. O. Box 649
 Yakima, WA 98907

March

Service Date	Crew Size (Includes Crew Correctional Officer)	Cost	Amount
3/01/99	18	\$150.00/day	\$150.00
3/02/99	10	"	150.00
3/04/99	13	"	150.00
3/05/99	10	"	150.00
3/07/99	16	"	150.00
3/08/99	17	"	150.00
3/09/99	11	"	150.00
3/11/99	10	"	150.00
3/13/99	7	"	150.00
3/14/99	7	"	.00
3/15/99	8	"	150.00
3/16/99	11	"	150.00
3/18/99	9	"	150.00
3/20/99	7	"	150.00
3/21/99	12	"	150.00
3/22/99	13	"	150.00
3/23/99	10	"	150.00
3/29/99	14	"	150.00
3/30/99	13	"	150.00
3/31/99	8	"	150.00
Total Due			\$2,850.00

March Fine

Checks payable to: **Washington State Department of Corrections**

Mail to: Eastern Area Business Office
 Jeff Potesky
 1717 W. Broadway
 Spokane, WA 99201

*7/24/05
 4331 C*

Phone: (509) 324-8388
 FAX: (509) 456-6358

000277

Washington State Department of Corrections
WORK CREW STATEMENT

STATEMENT NO.: 18

DATE: 5/3/99

TO: Yakima Electric Railway
P. O. Box 649
Yakima, WA 98907

April

Service Date	Crew Size (Includes Crew Correctional Officer)	Cost	Amount
4/05/99	13 ✓	\$150.00/day	\$150.00
4/06/99	11 ✓	"	150.00
4/12/99	13 —	"	150.00
4/19/99	12 —	"	150.00
4/20/99	9 —	"	150.00
4/26/99	8 —	"	150.00
4/27/99	6 ✓	"	.00
4/28/99	6 ✓	"	150.00
Total Due			\$1,050.00

Checks payable to: **Washington State Department of Corrections**

Mail to: Eastern Area Business Office
Jeff Potesky
1717 W. Broadway
Spokane, WA 99201

not paid

Phone: (509) 324-8388
FAX: (509) 456-6358

000273

Yakima Electric Railway

P.O. Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088 JUL 08 1999

July 6, 1999

W.S. DOT RAIL OFFICE



Washington State Department of Transportation
Transportation Building -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice No. 7

Work: Ties in - minus ballast
installed complete: 525 new ties @ \$52.00 = \$ 27,300.00

Material on Hand

Western Power & Equipment - Rental

Invoice No. Q0652348 \$ 1,990.60

" " Q0651451 1,560.20

Total Rentals 3,550.80

Tractor Transport - Rental

Invoice No. 006153 1,200.00

A & K Railroad Materials - Rail Supplies

Invoice No. 123495 1,942.20

Star Rentals & Sales - Rental

Contract No. 12-003399-02 219.77

Kerr-McGee - Ties

Invoice No. 46950 truck #1 \$ 12,195.07

" " 47043 " #2 12,195.07

" " 47044 " #3 10,840.07

Total ties 35,230.21

Total invoice \$ 69,442.98

George Inness
General Manager

0P8795-07-0594

RR-00238

\$69,442.98

000273



Location: Moxee WA
1-800-836-4446

WESTERN
POWER & EQUIPMENT
4601 NE 77th Ave Ste 200
Vancouver, WA 98662-6730

Page 1

INVOICE

INVOICE NO.:	Q0652348
CUSTOMER NO.:	336802
DATE:	6/28/99
AMOUNT DUE:	1,990.60
TERMS:	NET 30

|||||

SHIP TO:

YAKIMA ELECTRIC RAILWAY
PO BOX 649
YAKIMA WA 98907-0649

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

BR	TRK	MAKE	MODEL	SERIAL	EQUIPMENT	METER	SLS	CUSTOMER PO
12							99	JASON

ORDER	SHIP	B/O	DESCRIPTION	EACH	AMOUNT
	Taken By		Dennis Carter, Moxee Equip.		
			Rental Contract 12-176		
			Period: 6/26/99 Thru 7/25/99		
			IW 17542 580SL II 9JJG0269169	1,850.00	1,850.00
			4WD CAB/A CC RC EXT LDR HYD		
			INSURANCE BINDER ON FILE/HAMMAN-MILLER-BEAUCHAMP-DEEBLE, INC.		
			LONG BEACH, CA. (562)439-9731		
			YAKIMA COUNTY TAX - 3905		20.35
			WASHINGTON STATE TAX		120.25

THANK YOU FOR YOUR BUSINESS.
WE LOOK FORWARD TO SERVING YOU AGAIN.

000280

FOB WILL CALL

Total 1,990.60



POWER & EQUIPMENT

Location: Moxee WA
1-800-836-4446

REMIT TO:

**WESTERN
POWER & EQUIPMENT**

4601 NE 77th Ave Ste 200
Vancouver, WA 98662-6730

INVOICE

Page 1

INVOICE NO.: 00651451

CUSTOMER NO.: 336802

DATE: 6/11/99

AMOUNT DUE: 1,560.20

TERMS: NET 30



SHIP TO:



YAKIMA ELECTRIC RAILWAY
PO BOX 649
YAKIMA WA 98907-0649

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

BR	TRK	MAKE	MODEL	SERIAL	EQUIPMENT	METER	SLS	CUSTOMER PO
----	-----	------	-------	--------	-----------	-------	-----	-------------

12							375	JASON
----	--	--	--	--	--	--	-----	-------

ORDER	SHIP	B/O	DESCRIPTION	EACH	AMOUNT
			Taken By Dennis Carter, Moxee Equip.		
			Rental Contract 12-200		
			Period: 6/11/99 Thru 7/10/99		
			EB 402001 35GSLBR XL053308	1,450.00	1,450.00
			35 TON DETACHABLE GOOSENECK		
			YAKIMA COUNTY TAX - 3905		15.95
			WASHINGTON STATE TAX		94.25
			INSURANCE BINDER ON FILE/ST. PAUL FIRE & MARINE INS CO (509)439-9731		

THANK YOU FOR YOUR BUSINESS.
WE LOOK FORWARD TO SERVING YOU AGAIN.

000281

FOB WILL CALL

Total 1,560.20

A & K RAILROAD MATERIALS, INC.

INVOICE DATE

1/23/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130

PHONE (801) 974-5484 FAX (801) 973-7393

FED. ID 94-1631996

I N V O I C E



INVOICE NUMBER

103495

PAGE 1

101470
BILL TO: YAKIMA ELECTRICAL RAILWAY
 306 W. PINE
 P.O. BOX 649
 YAKIMA, WA 98907

SHIP TO: YAKIMA ELECTRIC RAILWAY
 306 W. PINE
 YAKIMA, WA 98907

ATTN : TOM

TAX #:

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
VERBAL	02/24/99	Net 30	WATKINS	WEST YAKIMA

SALESMAN #: MS6

CONTRACT #: WESL99-00121 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
NEW 6602 4 HOLE 24" JOINT BARS PUNCHED 5x5x5 TEM # 1	486-397		pair	30.00	60.000	1,800.00

IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	**PLUS TAX	PLUS FREIGHT	PLUS MISC. CHGS.	PAY THIS AMOUNT
300.00	142.20	0.00	0.00	1,942.20

THERE WILL BE A FINANCE CHARGE OF 2% PER MONTH (24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000283

9.2.0

STAR



RENTALS & SALES

The Largest Complete Rental Service in the Pacific Northwest

SEATTLE BRANCH
919 4th Ave. S.
Seattle, WA 98134
1-800-825-7880

BELLEVUE BRANCH
12900 Northup Way
Bellevue, WA 98005
(425) 885-5522

AUBURN BRANCH
4517 Auburn Way N.
Auburn, WA 98002
(253) 854-3922

SPOKANE BRANCH
East 6th Street
Spokane, WA 99212
(509) 924-8080

PORTLAND BRANCH
1735 SE Martin Luther King Jr. Blvd.
Portland, OR 97293
1-800-578-1475

YAKIMA BRANCH
1601 S. First Street
Yakima, WA 98901
1-800-927-2825

HILLSBORO BRANCH
21660 NW Cherry Lane
Hillsboro, OR 97124
(503) 617-7400

TACOMA BRANCH
2302 S. Tacoma Way
Tacoma, WA 98409
(253) 474-0577

EVERETT BRANCH
12505 Mukilteo Speedway
Lynnwood, WA 98037
(425) 348-6969

PASCO BRANCH
1912 West "A" Street
Pasco, WA 99302
(509) 545-8521

EUGENE BRANCH
4748 Franklin Blvd.
Eugene, OR 97403
(541) 726-6575

VANCOUVER BRANCH
5811 NE 121st Ave.
Vancouver, WA 98662
(360) 254-6800

THANK YOU FOR YOUR BUSINESS

BE SURE TO VISIT OUR NEW STORES IN BREMERTON & WENATCHEE

WE HAVE A NEW COMPUTER SYSTEM, PLEASE BE PATIENT WITH US!

OPENING SOON: OUR NEW STORE IN LONGVIEW!

Customer ID: 50100 CONTRACT CLOSING 5/10/99 Contract Number 12-003399-02

5/10/99 YAKIMA ELECTRICAL RAIL MUSEUM YAKIMA ELECTRIC RAIL MUSEUM
P.O. BOX 649 3RD AND PINE
YAKIMA, WA 98902 YAKIMA, WA 98902
509-575-1700

28458 From: WED 06/09/99 0135P
Thru: THU 06/10/99 1024A

No.	Qty	Description	Rate	Info	Unit	Extended
50-0050	1	FORKLIFT, 35'-6000# 4WD	200.00	GU WD	200.00	200.00
2-6586		JCB 506B	Serial number: 576405			
		Rates:	200.00/d	800.00/w	2200.00/28d	
		0=out	0=in /XXXX		0.000	0.00
25-0020	3.5	.DIESEL - OFF-ROAD	735/20		1.05	3.68
		Sold on:	THU 06/10/99 1024A			

Date	Seq	Method	Ref/PO	Amount	Summary	Summary
06/10/99	02	Charge		219.77	RENTAL MERCHANDISE/SVCS	200.00 3.68
))) Amt Due this Invoice:				219.77	WASH 6.5% 3913-YAKIM	13.24 2.85
				Total		219.77

000284

ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT ARE SET FORTH ON THE REVERSE SIDE OF THIS FORM 10240

Rentals and Sales disclaims ALL WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS PARTICULAR PURPOSE, ALL WARRANTIES AGAINST INTERFERENCE OR INFRINGEMENT AND OTHER WARRANTIES, EXPRESS OR IMPLIED, applicable to the equipment rented or sold. No further warranty shall be implied by law. This contract contains additional WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND LIMITATIONS OF REMEDIES. See paragraph 11 on the reverse side of this form.

I have read, understood and agree to the terms of this Contract, including the DISCLAIMER OF WARRANTIES set forth above.

Customer's Signature
THIS IS A CONTRACT.
READ BOTH SIDES BEFORE SIGNING.

Sales Agent: GUS TEAGUE Date: 06/10 Customer: YAKIMA ELECTRIC RAIL MU Contract: 12-003399-02



KERR-MCGEE CHEMICAL LLC
FOREST PRODUCTS DIVISION

INVOICE

PLEASE REMIT PAYMENT TO ADDRESS BELOW:

PAGE: 1
PRINT DATE: 06/28/99

KERR-MCGEE CHEMICAL CORP.
FOREST PRODUCTS DIVISION
P.O. BOX 93573
CHICAGO, IL 60637

INVOICE NUMBER	DATE	CUSTOMER NO.	KM ORDER NO.
000046950	06/28/99	969030-0001	KM02128 001

TO INQUIRE, CALL (405) 270-2424

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YAKIMA INTERURBAN LINES, INC.
P.O. BOX 649

YAKIMA, WA 98907

YAKIMA ELECTRIC RAIL MUSEUM
302 W. PINE STREET

YAKIMA, WA

TAX INFORMATION
EXEMPTION NUMBER
COMMENTS

DATE SHIPPED	CUSTOMER NUMBER / PURCHASE ORDER NUMBER	TERMS	SHIPPED FROM
06/24/99	GENERAL	CHECK IN ADVANCE THE DOLLARS	0
PAST DUE AFTER	F.O.B.	FINAL DESTINATION	T/S FREIGHT
	YAKIMA, WA		45 FPD

ITEM DESCRIPTION	TREATED UNTREATED TBO	QUANTITY	U O M	UNIT PRICE	AMOUNT
CROSS TIE: 16.7" X 9" X 9" 6# P-3 VEHICLE NUMBER: PELL #88	TRD	379.0EA			11302.
CROSS TIES					

tick #1

000285

ALL CLAIMS FOR SHORTAGE, DAMAGE, ETC., MUST BE MADE WITHIN TEN (10) DAYS AFTER RECEIPT OF GOODS.

Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

TAX PERCENTAGES				SUB TOTAL	11,302.00 + 1302.
STATE	CITY	COUNTY	TOTAL %		
6.5000	1.4000	0.0000	7.9000	TAXES	892.87 892.
				INVOICE TOTAL	12,195.07

CUSTOMER

INVOICE

PLEASE REMIT PAYMENT TO ADDRESS BELOW:

KERR-MCGEE CHEMICAL CORP.
 FOREST PRODUCTS DIVISION
 P.O. BOX 93573
 CHICAGO, IL 60673

TO INQUIRE, CALL (405) 270-2424

NUMBER	DATE	CUSTOMER NO.	KM ORDER NO.
0000047043	06/29/99	969030-0001	KM08128 002

B
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YAKIMA INTERURBAN LINES, INC.
 P.O. BOX 649
 YAKIMA, WA 98907

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YAKIMA ELECTRIC RAIL MUSEUM
 302 W. PINE STREET
 YAKIMA, WA

TAX INFORMATION

EXEMPTION NUMBER

COMMENTS

DATE SHIPPED	CUSTOMER NUMBER / PURCHASE ORDER NUMBER	TERMS	SHIPPED FROM
08/28/99	VERBAL	NET 30 DAYS	THE DALLES OR
PAST DUE AFTER	F.O.B.	FINAL DESTINATION	T/S FREIGHT
02/29/99	YAKIMA, WA		45 FPD

ITEM DESCRIPTION	TREATED UNTREATED T/O	QUANTITY	U O M	UNIT PRICE	AMOUNT
CROSS TIE, IG, 7'X9'X9' 6# P-3 VEHICLE NUMBER: PELL #58		TRD 378.0EA		29.90000	11302.20

CROSS TIES

tak #2



000286

TAX PERCENTAGES				SUB TOTAL	TAXES	INVOICE TOTAL
STATE	CITY	COUNTY	TOTAL %			
6.5000	1.4000	0.0000	7.9000	11302.20	892.87	12,195.07

ALL CLAIMS FOR SHORTAGE, DAMAGE, ETC., MUST BE MADE WITHIN TEN (10) DAYS AFTER RECEIPT OF GOODS.

Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

CUSTOMER



KERR-MCGEE CHEMICAL CO.
FOREST PRODUCTS DIVISION

INVOICE

PLEASE REMIT PAYMENT TO ADDRESS BELOW:

PAGE 1

PRINT DATE 06/29/99

KERR-MCGEE CHEMICAL CORP.
FOREST PRODUCTS DIVISION
P.O. BOX 93573
CHICAGO, IL 60673

NUMBER	DATE	CUSTOMER NO.	KM ORDER NO.
0000047044	06/29/99	969030-0001	KM08128 003

TO INQUIRE, CALL (405) 270-2424

BILL TO

YAKIMA INTERURBAN LINES, INC.
P.O. BOX 649

YAKIMA, WA 98907

SHIP TO

YAKIMA ELECTRIC RAIL MUSEUM
302 W. PINE STREET

YAKIMA, WA

TAX INFORMATION

EXEMPTION NUMBER

COMMENTS

DATE SHIPPED	CUSTOMER NUMBER / PURCHASE ORDER NUMBER	TERMS	SHIPPED FROM
06/29/99	VERBAL	NET 30 DAYS	THE DALLES OR
PAST DUE AFTER	F.O.B.	FINAL DESTINATION	T/S FREIGHT
07/29/99	YAKIMA, WA		45 PFD

ITEM DESCRIPTION	TREATMENT	QUANTITY	UOM	UNIT PRICE	AMOUNT
CROSS TIE: IG, 7'X9'X9' 6# P-3 VEHICLE NUMBER: PELL #88	TRD	336.0EA		29.90000	10046.4

CROSS TIES

tek #3

000287

ALL CLAIMS FOR SHORTAGE, DAMAGE, ETC. MUST BE MADE WITHIN TEN (10) DAYS AFTER RECEIPT OF GOODS.

*Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

TAX PERCENTAGES				SUB TOTAL	INVOICE TOTAL
STATE	CITY	COUNTY	TOTAL %		
6.5000	1.4000	0.0000	7.9000	10046.4	10840.0
				TAXES	793.6
					10046.4

CUSTOMER

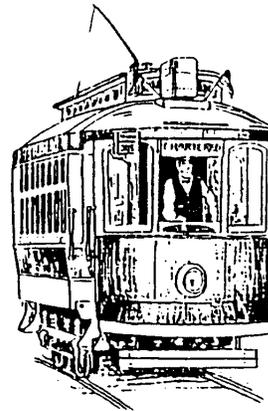
Yakima Electric Railway

P.O. Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

July 20, 1999

RECEIVED
JUL 22 1999
W.S. DOT RAIL OFFICE



Washington State Department of Transportation
Transportation Building -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice No. 8

Work: Ties in - minus ballast
installed complete: 400 new ties @ \$52.00 = \$ 20,800.00

Material on Hand
Western Power & Equipment - Rental
Invoice No. Q0652348 \$ 1,990.60
" " Q0753061 1,560.20
Total Rentals 3,550.80

A & K Material - Rail Supplies
Invoice No. 124302 354.46

Total Invoice \$ 24,705.26

(#1,990.60) REJECTED
(# 123.03) REJECTED

\$ 22,591.63

George Inness
General Manager

OP8795-07-0594
RR-00238

\$ 22,591.63

000288



Location: Moxee WA
1-800-836-4446

WESTERN
POWER & EQUIPMENT
4601 NE 77th Ave Ste 200
Vancouver, WA 98662-6730

Page 1

INVOICE

INVOICE NO.:	Q0652348
CUSTOMER NO.:	336802
DATE:	6/28/99
AMOUNT DUE:	1,990.60
TERMS:	NET 30



SHIP TO:



YAKIMA ELECTRIC RAILWAY
PO BOX 649
YAKIMA WA 98907-0649

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

BR	TRK	MAKE	MODEL	SERIAL	EQUIPMENT	METER	SLS	CUSTOMER PO
12							99	JASON

ORDER	SHIP	B/O	DESCRIPTION	EACH	AMOUNT
			Taken By Dennis Carter, Moxee Equip.		
			Rental Contract 12-176		
			Period: 6/26/99 Thru 7/25/99		
			IW 17542 580SL II 9JJG0269169	1,850.00	1,850.00
			4WD CAB/A CC RC EXT LDR HYD		
			INSURANCE BINDER ON FILE/HAMMAN-MILLER-BEAUCHAMP-DEEBLE, INC.		
			LONG BEACH, CA. (562)439-9731		
			YAKIMA COUNTY TAX - 3905		20.35
			WASHINGTON STATE TAX		120.25

THANK YOU FOR YOUR BUSINESS.
WE LOOK FORWARD TO SERVING YOU AGAIN.

*Rejected: 4WD CAB USED
FOR tie insertion.*

000289

FOB WILL CALL

Total 1,990.60

110

PARTS & SERVICE: NET 30 DAYS • RENTALS: PAYMENT IN ADVANCE • MACHINERY SALES: IN FULL UPON DELIVERY
These are standard terms for all established Western Power & Equipment credit accounts in good standing at time of purchase.
Purchases are subject to terms and conditions set forth on reverse side



POWER & EQUIPMENT

Location: Moxee WA
1-800-836-4446

WESTERN
POWER & EQUIPMENT
4601 NE 77th Ave Ste 200
Vancouver, WA 98662-6730

Page 1 **INVOICE**

INVOICE NO.:	Q0753061
CUSTOMER NO.:	336802
DATE:	7/12/99
AMOUNT DUE:	1,560.20
TERMS:	NET 30

||||| SHIP TO:

YAKIMA ELECTRIC RAILWAY
PO BOX 649
YAKIMA WA 98907-0649

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

BR	TRK	MAKE	MODEL	SERIAL	EQUIPMENT	METER	SLS	CUSTOMER PO
----	-----	------	-------	--------	-----------	-------	-----	-------------

12 375 JASON

ORDER	SHIP	B/O	DESCRIPTION	EACH	AMOUNT
	Taken By		Dennis Carter, Moxee Equip.		
			Rental Contract 12-200		
			Period: 7/11/99 Thru 8/10/99		
			EB 402001 35GSLBR XL053308	1,450.00	1,450.00
			35 TON DETACHABLE GOOSENECK		
			YAKIMA COUNTY TAX - 3905		15.95
			WASHINGTON STATE TAX		94.25
			INSURANCE BINDER ON FILE/ST. PAUL FIRE & MARINE INS CO (509)439-9731		

THANK YOU FOR YOUR BUSINESS.
WE LOOK FORWARD TO SERVING YOU AGAIN.

000290

FOB WILL CALL

Total 1,560.20

187

PARTS & SERVICE: NET 30 DAYS - RENTALS: PAYMENT IN ADVANCE - MACHINERY SALES: IN FULL UPON DELIVERY
These are standard terms for all established Western Power & Equipment credit accounts in good standing at time of purchase.
Purchases are subject to terms and conditions set forth on reverse side

A & K RAILROAD MATERIALS, INC.

INVOICE DATE

09/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130

PHONE (801) 974-5484 FAX (801) 973-7393



INVOICE NUMBER

124302

PAGE 1

FED. ID 94-1631996

I N V O I C E

BILL TO: 101470
YAKIMA ELECTRICAL RAILWAY
306 W. PINE
P.O. BOX 649
YAKIMA, WA 98907

SHIP TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE
YAKIMA, WA 98907

ATTN : TOM

TAX #:

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
verbal	07/07/99	Net 30	ABF	DESTINATION

SALESMAN #: msg

CONTRACT #: WESL99-00413 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
NEW 1X5-1/2" TRACK BOLTS			W/NUTS			
ITEM # 1	104-659		KEG	1.00	188.500	188.50
NEW 1" LOCKWASHERS						
ITEM # 2	104-659		Each	100.00	0.250	25.00
NEW 3/8X6" PRIME TRACK SPIKES ✓						
ITEM # 3	104-659		KEG	1.00	113.500	113.50

TRACK SPIKES Rejected

\$113.50 x 1.084 (sales tax) = \$123.03

IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	**PLUS TAX	PLUS FREIGHT	PLUS MISC. CHGS.	PAY THIS AMOUNT
327.00	27.46	0.00	0.00	354.46

THERE WILL BE A FINANCE CHARGE OF 2% PER MONTH (24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

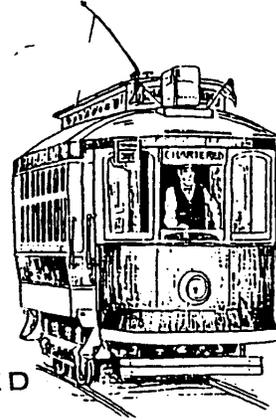
000291

THE ORIGINAL INVOICE CAN BE FOUND AT
WSPOT AUDIT OFFICE
WANE DEPARTMENT 707-704

Yakima Electric Railway

P.O. Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088



July 21, 1999

RECEIVED

JUL 23 1999

W.S. DOT RAIL OFFICE

Washington State Department of Transportation
Transportation Building -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice No. 9

Our accountant discovered our oversight on sales tax for installing ties on our invoices. This invoice is for invoices 1 through 8. I will add sales tax to future invoices billed.

March 16, 1999	Invoice No. 1	Material on Hand	-0-
March 16, 1999	" " 2	Appraisal	-0-
April 1, 1999	" " 3	Ties installed	\$ 27,900.00
April 27, 1999	" " 4	" "	12,400.00
May 21, 1999	" " 5	" "	26,000.00
June 18, 1999	" " 6	" "	46,800.00
July 6, 1999	" " 7	" "	27,300.00
July 20, 1999	" " 8	" "	<u>20,800.00</u>

Yakima City Sales Tax 7.9% \$ 12,734.80

Thank You.

George Inness
General Manager

*THIS INVOICE REJECTED BECAUSE
THERE SHOULD NOT BE ANY SALES
TAX ON INTERNAL LABOR COSTS.*

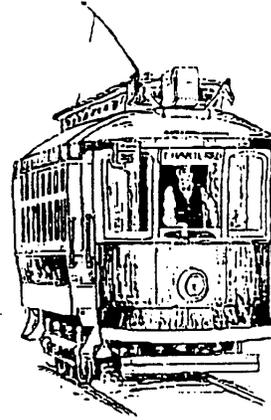
Ray Allred

000292

Yakima Electric Railway

P.O.Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088



July 23, 1999

Washington State Department of Transportation
Transportation Building -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice No. 10

Material on Hand

APNET - RAIL DIVISION Rail supplies
Invoice No. 687982

\$ 36,826.81

Total invoice

\$ 36,826.81

(# 3,625.44) REJECTED

\$ 33,201.37

George Inness
General Manager

0P8795 - 07 - 0594

RR-00238

\$ 33,201.37

000293

INVOICE

APNET - RAIL DIVISION
P. O. 432
Madison, CA 95653
530-795-5800

SOLD TO:
 Yakima Electric Railway
 306 West Pine Street
 Yakima, WA
 98907

INVOICE NUMBER 687982
INVOICE DATE July 22, 1999
PURCHASE ORDER NO. YAKC987
TERMS NET 30
SALES PERSON
SHIPPED VIA truck
F.O.B. Sacramento, CA

SHIPPED TO:
 SAME

QTY.	DESCRIPTION	PRICE	AMOUNT
170	RELAY 90 POUND #1 RAIL 33 FEET DRILLED STANDARD PATTERNS	145.00	24650.00
170	RELAY 90 POUND - CONTINUOUS JOINT BARS	12.50	2125.00
3	KEGS 7/8 X 5 INCH TRACK BOLTS	215.00	645.00
750	TRACK BOLT LOCK WASHERS	0.45	337.50
2300	RELAY BASE PLATES 90 POUND - FOUR HOLE	1.31	3013.00
35	KEGS NEW TRACK SPIKES - 8 INCH - <i>REJECTED</i>	96.00	3360.00
			<i>\$3360 x 1.079 = \$3,625.44</i>
		SUBTOTAL	34130.50
		TAX RATE	7.90%
		TAX	2696.31
		FREIGHT	
			\$36,826.81
			TOTAL DUE

THANK YOU FOR YOUR BUSINESS!

C 4371 6900 8/9/98
 C 4372 6750 "
 C 4373 6700 "
 C 4374 6650 "
 C 4375 6201.39 "

000294

Yakima Interurban Lines Association

P.O.Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

August 10, 1999

Washington State Department of Transportation
Transportation Building -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice NO. 11

Work: Ties in - minus ballast
installed complete:

865 new ties @ \$52.00 = \$ 44,980.00

Material on hand
Kerr-McGee - new ties

Invoice # 0000047603 \$ 8,807.55
" # 0000047602 8,807.55

Total ties 17,615.10

Western Power & Equipment
Invoice # Q0753900

1,990.60

Total Invoice \$ 64,565.70

(\$995.30) Rejected

George Inness
General Manager

\$ 63,570.40

*OP 8795 - 07 - 0594
RR - 00238*

\$ 63,570.40

*Kenneth M. [unclear]
8/16/99*

000295

Yakima Interurban Lines Association

P.O. Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

August 10, 1999

Washington State Department of Transportation
Transportation Building -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice NO. 11

Work: Ties in - minus ballast
installed complete:

865 new ties @ \$52.00 = \$ 44,980.00

Material on hand
Kerr-McGee - new ties

Invoice # 0000047603 \$ 8,807.55

" # 0000047602 8,807.55

Total ties

17,615.10

Western Power & Equipment
Invoice # Q0753900

1,990.60

Total Invoice

\$ 64,565.70

(\$995.30) Rejected

George Inness
General Manager

\$63,570.40

*OP8795 - 07 - 0594
RR - 00238*

\$63,570.40

000296

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

Aug. 11 1999 11:28AM P4

KERR-MCGEE CHEMICAL LL.
FOREST PRODUCTS DIVISION

INVOICE

PLEASE REMIT PAYMENT TO ADDRESS BELOW:

KERR-MCGEE CHEMICAL CORP.
FOREST PRODUCTS DIVISION
P.O. BOX 93573
CHICAGO, IL 60673

INVOICE NUMBER	DATE	CUSTOMER NO.	KM ORDER NO.
0000047603	07/28/99	969030-0001	KM08216 002

TO INQUIRE CALL (405) 270-2424

YAKIMA INTERURBAN LINES, INC.
P.O. BOX 649
YAKIMA, WA 98907

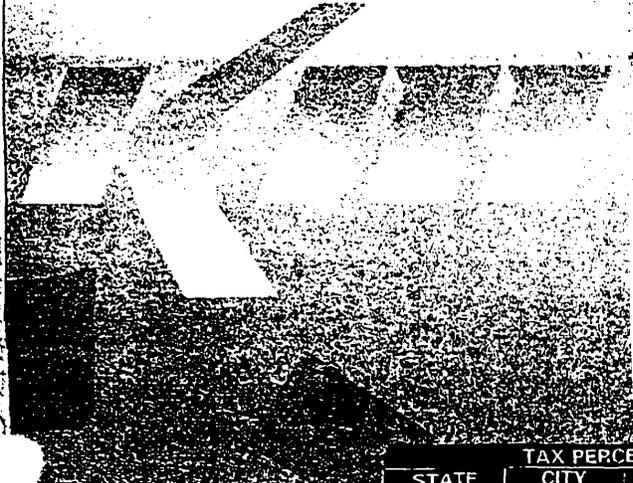
TAX INFORMATION
EXEMPTION NUMBER
COMMENTS

YAKIMA ELECTRIC RAIL MUSEUM
302 W. PINE STREET
YAKIMA, WA

DATE SHIPPED	CUSTOMER NUMBER / PURCHASE ORDER NUMBER	TERMS	SHIPPED FROM
08/11/99	VERBAL/JASON & GEORGE	NET 30 DAYS	THE DALLES OR
08/11/99	YAKIMA, WA	FOB	45 PFD

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
CROSS TIE: 16, 7"X9"X9" 6# F-3 VEHICLE NUMBER: FELL #2	273.0EA	29.90000	8162.70

TIES



TAX PERCENTAGES				SUB TOTAL	8162.70
STATE	CITY	COUNTY	TOTAL %		
5.5000	1.4000	0.9000	7.9000	TAXES	644.80

ALL CLAIMS FOR SHORTAGE, DAMAGE, ETC. MUST BE MADE WITHIN TEN (10) DAYS AFTER RECEIPT OF GOODS.

*Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938 as amended.

INVOICE 000297

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

Aug. 11 1999 11:30AM P5

KERR-MCGEE CHEMICAL LLC
FOREST PRODUCTS DIVISION

INVOICE

PLEASE REMIT PAYMENT TO ADDRESS BELOW:

KERR-MCGEE CHEMICAL CORP.
FOREST PRODUCTS DIVISION
P.O. BOX 93573
CHICAGO, IL 60673

VOICE NUMBER	DATE	CUSTOMER NO.	KIT ORDER NO.
0000047602	07/28/99	849030-0001	KM08216 001

TO INQUIRE, CALL (405) 270-2424

YAKIMA INTERURBAN LINES, INC.
P.O. BOX 649

YAKIMA, WA 98907

YAKIMA ELECTRIC RAIL MUSEUM
502 W. PINE STREET

YAKIMA, WA

TAX INFORMATION

EXEMPTION NUMBER

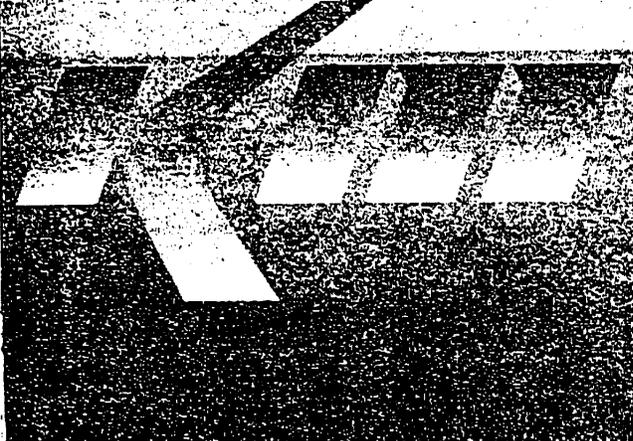
COMMENTS

DATE SHIPPED	CUSTOMER NUMBER / PURCHASE ORDER NUMBER	TERMS	SHIPPED FROM
07/28/99	VERBAL/JASON & GEORGE	NET 30 DAYS	THE DALLES OR
PAST DUE AFTER	F.O.B.	FINAL DESTINATION	T/S FREIGHT
07/28/99	YAKIMA, WA		45 RPD

CROSS TIE: IC, 7'X9'X9'
6# P-3
VEHICLE NUMBER: PELL #82

273.0EA 29.9000 8162.70

TIES



ALL CLAIMS FOR SHORTAGE, DAMAGE, ETC., MUST BE MADE WITHIN TEN (10) DAYS AFTER RECEIPT OF GOODS.

Seller warrants that all goods covered by this invoice were produced in conformance with the requirements of the Fair Labor Standards Act of 1938, as amended.

TAX PERCENTAGES				SUB TOTAL	8162.70
STATE	CITY	COUNTY	TOTAL %		
5000	1.4000	0.0000	7.9000	TAXES	644.85
				INVOICE TOTAL	8807.55

CUSTOMER

00298

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088
REMIT TO:

Aug. 11 1999 11:27AM P3



Location: Moxee WA
1-800-836-4446

WESTERN
POWER & EQUIPMENT
4601 NE 77th Ave Ste 200
Vancouver, WA 98662-6730

Page 1

INVOICE

INVOICE NO.:	Q0753900
CUSTOMER NO.:	336802
DATE:	7/26/99
AMOUNT DUE:	1,990.60
TERMS:	NET 30

|||||

SHIP TO:

YAKIMA ELECTRIC RAILWAY
PO BOX 649
YAKIMA WA 98907-0649

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

BR	TRK	MAKE	MODEL	SERIAL	EQUIPMENT	METER	SLS	CUSTOMER PO
12							99	JASON
ORDER	SHIP	REWORK	DESCRIPTION				EACH	AMOUNT
	Taken by		Dennis Carter, Moxee Equip.					
			Rental Contract 12-176					
			Period: 7/26/99 Thru 8/25/99					
			IW 17542	580SL II	9JG0269169		1,850.00	1,850.00
			4WD CAB/A CC RC EXT LDR HYD					
			INSURANCE BINDER ON FILE/HAMMAN-MILLER-BEAUCHAMP-DEEBLE, INC.					
			LONG BEACH, CA. (562)439-9731					
			YAKIMA COUNTY TAX - 3905					20.35
			WASHINGTON STATE TAX					120.25
<p>THANK YOU FOR YOUR BUSINESS. WE LOOK FORWARD TO SERVING YOU AGAIN.</p> <p><i>50% of this vehicle use is allocated for inserting tires.</i></p> <p><i>\$1,990.60 x .50 = \$995.30</i></p>								000290
FOB WILL CALL							Total	1,990.60

PARTS & SERVICE: NET 30 DAYS - RENTALS: PAYMENT IN ADVANCE - MACHINERY SALES: IN FULL UPON DELIVERY
These are standard terms for all established Western Power & Equipment credit accounts in most instances at time of purchase.

MAILED ORIGINAL

Yakima Interurban Lines Association

P.O.Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

RECEIVED

AUG 16 1999

August 10, 1999

W.S. DOT RAIL OFFICE

Washington State Department of Transportation
Transportation Building -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice NO. 11

Work: Ties in - minus ballast installed complete:	865 new ties @ \$52.00 =	\$ 44,980.00
Material on hand		
Kerr-McGee - new ties		
Invoice # 0000047603	\$ 8,807.55	
" # 0000047602	<u>8,807.55</u>	
Total ties		17,615.10
Western Power & Equipment		
Invoice # Q0753900		<u>1,990.60</u>
	Total Invoice	\$ 64,565.70

George Inness
General Manager

000300



KERR-MCGEE CHEMICAL LLC
FOREST PRODUCTS DIVISION

INVOICE

PLEASE REMIT PAYMENT TO ADDRESS BELOW:

KERR-MCGEE CHEMICAL CORP.
FOREST PRODUCTS DIVISION
P.O. BOX 93573
CHICAGO, IL 60673

TO INQUIRE, CALL (405) 270-2424

INVOICE NUMBER	DATE	CUSTOMER NO	KM ORDER NO.
0047603	07/28/99	969030-0001	KM08216 002

B I L L T O
YAKIMA INTERURBAN LINES, INC.
P.O. BOX 649

YAKIMA, WA 98907

S H I P T O
YAKIMA ELECTRIC RAIL MUSEUM
302 W. PINE STREET
YAKIMA, WA

TAX INFORMATION

EXEMPTION NUMBER

COMMENTS

DATE SHIPPED	CUSTOMER NUMBER / PURCHASE ORDER NUMBER	TERMS	SHIPPED FROM
07/26/99	VERBAL/JASON & GEORGE	NET 30 DAYS	THE DALLES OR
PAST DUE AFTER	F.O.B.	FINAL DESTINATION	T/S FREIGHT
08/27/99	YAKIMA, WA		45 PPD

ITEM DESCRIPTION	TREATED	QUANTITY	U O M	UNIT PRICE	AMOUNT
CROSS TIE:IG,7'X9'X9' 6# P-3 VEHICLE NUMBER: FELL #2	TRD	273.0EA		29.90000	8162.70

TIES

000301

TAX PERCENTAGES				SUB TOTAL
STATE	CITY	COUNTY	TOTAL %	
6.5000	1.4000	0.0000	7.9000	8162.70
TAXES				644.80
INVOICE TOTAL				8807.50

ALL CLAIMS FOR SHORTAGE, DAMAGE, ETC., MUST BE MADE WITHIN TEN (10) DAYS AFTER RECEIPT OF GOODS.

Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

CUSTOMER

KERR-MCGEE CHEMICAL LLC
FOREST PRODUCTS DIVISION

INVOICE

PLEASE REMIT PAYMENT TO ADDRESS BELOW:

KERR-MCGEE CHEMICAL CORP.
FOREST PRODUCTS DIVISION
P.O. BOX 93573
CHICAGO, IL 60673

INVOICE NUMBER	DATE	CUSTOMER NO.	KM ORDER NO.
0047602	07/28/99	969030-0001	KM08216 001

TO INQUIRE, CALL (405) 270-2424

BILL TO

YAKIMA INTERURBAN LINES, INC.
P.O. BOX 649

YAKIMA, WA 98907

SHIP TO

YAKIMA ELECTRIC RAIL MUSEUM
302 W. PINE STREET

YAKIMA, WA

TAX INFORMATION

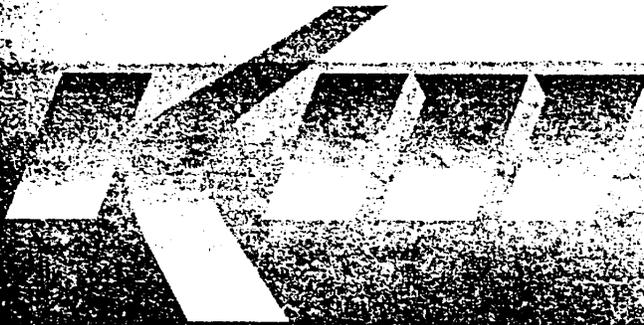
EXEMPTION NUMBER

COMMENTS

DATE SHIPPED	CUSTOMER NUMBER / PURCHASE ORDER NUMBER	TERMS	SHIPPED FROM
08/23/99	VERBAL/JASON & GEORGE	NET 30 DAYS	THE DALLES OR
PAST DUE AFTER	F.O.B.	FINAL DESTINATION	T/S FREIGHT
08/23/99	YAKIMA, WA		45 PFD

ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
CROSS TIE: IG, 7"X9"X9' 6# P-3 VEHICLE NUMBER: FELL #82	273.0EA	29.90000	8162.70

TIES



000302

TAX PERCENTAGES				SUB TOTAL	8162.70
STATE	CITY	COUNTY	TOTAL %		
000	1.4000	0.0000	7.9000	TAXES	644.85
CUSTOMER				INVOICE TOTAL	8807.55

ALL CLAIMS FOR SHORTAGE, DAMAGE, ETC., MUST BE MADE WITHIN TEN (10) DAYS AFTER RECEIPT OF GOODS.

Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.



Location: Moxee WA
1-800-836-4446

REMIT TO:
WESTERN
POWER & EQUIPMENT
4601 NE 77th Ave Ste 200
Vancouver, WA 98662-6730

INVOICE

Page 1

INVOICE NO.:	Q0753900
CUSTOMER NO.:	336802
DATE:	7/26/99
AMOUNT DUE:	1,990.60
TERMS:	NET 30



SHIP TO:

YAKIMA ELECTRIC RAILWAY
PO BOX 649
YAKIMA WA 98907-0649

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

BR	TRK	MAKE	MODEL	SERIAL	EQUIPMENT	METER	SLS	CUSTOMER PO
12							99	JASON
ORDER	SHIP	B/O	DESCRIPTION				EACH	AMOUNT
	Taken By		Dennis Carter, Moxee Equip.					
			Rental Contract 12-176					
			Period: 7/26/99 Thru 8/25/99					
			IW 17542	580SL II	9JJG0269169		1,850.00	1,850.00
			4WD CAB/A CC RC EXT LDR HYD					
			INSURANCE BINDER ON FILE/HAMMAN-MILLER-BEAUCHAMP-DEEBLE, INC.					
			LONG BEACH, CA. (562)439-9731					
			YAKIMA COUNTY TAX - 3905					20.35
			WASHINGTON STATE TAX					120.25
THANK YOU FOR YOUR BUSINESS.								
WE LOOK FORWARD TO SERVING YOU AGAIN.								
							000303	
FOB WILL CALL							Total	1,990.60

Yakima Valley Transportation

P.O.Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

August 18, 1999

Washington State Dept. of Transportation
Transportation -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice # 12

Invoice for appraisal of Naches Line (Furitvale to Naches, WA) for BNSF.

Invoice No. 659931

\$10,270.00

Copy of invoice enclosed. Thank You.

George Inness
General Manager

OP8795-07-0594

RR-00238

\$10,270.00

Kenneth M. Marshall
8/18/98

000304

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

Aug. 18 1999 01:50PM P2

Yakima Valley Transportation

P.O.Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

August 18, 1999

Washington State Dept. of Transportation
Transportation -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice # 12

Invoice for appraisal of Naches Line (Furitvale to Naches, WA) for BNSF.

Invoice No. 659931

\$10,270.00

Copy of invoice enclosed. Thank You.

George Inness
General Manager

000305

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

Aug. 18 1999 11:49AM P2

ARTHUR ANDERSEN

Arthur Andersen LLP

33 West Monroe Street
Chicago IL 60603-5385

July 12, 1999

STRICTLY CONFIDENTIAL

DUE UPON RECEIPT

INVOICE #659931

CLIENT CODE: BUR783.51

Mr. Richard Batie
Burlington Northern Santa Fe Railway
2650 Lou Menk Drive
Fort Worth, Texas 76131

REMITTANCE COPY

Services rendered for the appraisal of the Fruitvale to Naches, Washington Line including land, rail, ties, ballast, earthwork, bridges, culverts, grade crossings and signal warning devices.

Fee	\$ 8,000
Expenses	<u>2,270</u>
Total Amount Due	<u>\$10,270</u>

9/2/99
4400 C

Remit payments to:
Arthur Andersen LLP
PO Box 70630
Chicago, IL 60673-0630

To ensure proper credit to your account,
please return the enclosed remittance copy with your check.

Federal Tax Identification Number - 36-0732690

000300

Yakima Valley Transportation

P.O.Box 649 Yakima, Washington 98907-0649

Phone: 509-575-1700 Fax: 509-453-5088

August 18, 1999

Washington State Dept. of Transportation
Transportation -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice # 12

Invoice for appraisal of Naches Line (Furitvale to Naches, WA) for BNSF.

Invoice No. 659931

\$10,270.00

Copy of invoice enclosed. Thank You.

George Inness
General Manager

RECEIVED
AUG 23 1999
W.S. DOT RAIL OFFICE

000307

FROM : Yakima Electric Ra

J88

ARTHUR
ANDERSEN

2

July 12, 1999

A:

33
C:

STRICTLY CONFIDENTIAL

D

IN
C

October 12, 1999

Mr. Richard Batie
Burlington Northern Santa Fe Railway
2650 Lou Menk Drive
Fort Worth, Texas 76131

Washington State
Transportation --
P. O. Box 47300
Olympia, WA 98

REMITTANCE COPY

Services rendered for the appraisal of the Fruitvale to Naches, Washington
land, rail, ties, ballast, earthwork, bridges, culverts, grade crossings and sig
devices.

Attention: Ray

Invoice for ins
From mile po:

Fee
Expenses

A&K Railroac

Total Amount Due

Labor: 5601

George Inness
General Manag

Remit payments to:
Arthur Andersen LLP
PO Box 70630
Chicago, IL 60673-0630

To ensure proper credit to your account,
please return the enclosed remittance copy with your check

Federal Tax Identification Number - 36-0732690

000303

A & K RAILROAD MATERIALS, INC.

INVOICE DATE
7/20/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130
PHONE (801) 974-5484 FAX (801) 973-7393



INVOICE NUMBER
124953

PAGE 1

FED. ID 94-1631996
I N V O I C E

BILL TO: 101470
YAKIMA ELECTRICAL RAILWAY
306 W. PINE
P.O. BOX 649
YAKIMA, WA 98907

SHIP TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE
YAKIMA, WA 98907

ATTN : TOM
TAX #:

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
VERBAL	07/14/99	Net 30	MOTOR CARGO	DESTINATION

SALESMAN #: msg

CONTRACT #: WESL99-00429 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
NEW 3/4X3-1/2" TRACK BOLTS			W/NUTS			
ITEM # 1	105-659		KEB	2.00	183.000	366.00
NEW 3/4" LOCKWASHERS						
ITEM # 2	105-659		Each	600.00	0.250	150.00

RECEIVED
OCT 14 1999
W.S. DOT RAIL OFFICE

IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	TAX	FRIGHT	MISC CHG	PAY THIS AMOUNT
				559.34

HERE WILL BE A FINANCE CHARGE OF 2% PER MONTH (24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000312

A & K RAILROAD MATERIALS, INC.

INVOICE DATE
/13/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130
PHONE (801) 974-5484 FAX (801) 973-7393
FED. ID 94-1631996



INVOICE NUMBER
126422

PAGE 1

I N V O I C E

BILL TO: 101470
YAKIMA ELECTRICAL RAILWAY
306 W. PINE
P.O. BOX 649
YAKIMA, WA 98907

SHIP TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE
YAKIMA, WA 98907

ATTN : TOM

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
VEREAL	08/10/99	Net 30	MOTORCARGO	DESTINATION

SALESMAN #: msg CONTRACT #: WESL99-00476 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
		NEW 3/4X3-1/2" TRACK BOLTS W/NUTS				
		ITEM # 1 140-659-KEG		2.00	185.000	370.00
<p>RECEIVED OCT 14 1999 W.S. DOT RAIL OFFICE</p>						

IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS	PLUS TAX	PLUS FREIGHT	PLUS MISCHGS.	PAY THIS AMOUNT
401.08	0.00	0.00	0.00	401.08

HERE WILL BE A FINANCE CHARGE OF 2% PER MONTH (4% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000313

A & K ROAD MATERIALS, INC.

INVOICE DATE

8/16/99

POST OFFICE BOX 30076 SALT LAKE CITY, UTAH 84130

PHONE (801) 974-5484 FAX (801) 973-7393

FED. ID 94-1631996

I N V O I C E



INVOICE NUMBER

126473

PAGE 1

BILL TO: 101470
YAKIMA ELECTRICAL RAILWAY
306 W. PINE
P.O. BOX 649
YAKIMA, WA 98907

SHIP TO: YAKIMA ELECTRICAL RAILWAY
306 W. PINE
P.O. BOX 649
YAKIMA, WA 98907

ATTN : TOM

TAX #:

CUSTOMER P.O. #	ORDER DATE	TERMS	SHIP VIA	F.O.B.
verbal	08/16/99	Net 30	ABF	DESTINATION

SALESMAN #: msg

CONTRACT #: WESL99-00484 ID # :

ITEM NUMBER	LOAD NUMBER	DESCRIPTION	UNIT	QTY. SHIPPED	UNIT PRICE	EXTENSION
NEW 3/4X3-1/2" TRACK BOLTS ITEM # 1	508-392	WITH NUTS KEG		2.00	200.000	400.00
<p>RECEIVED OCT 14 1999 W.S. DOT RAIL OFFICE</p>						

* IF YOU ARE NOT TAXABLE, PLEASE SEND COPY OF EXEMPTION CERTIFICATE WITH PAYMENT

GROSS

400.00

PLUS TAX

31.60

PLUS FREIGHT

0.00

PLUS MISC. CHGS.

0.00

PAY THIS AMOUNT

431.60

THERE WILL BE A FINANCE CHARGE OF 2% PER MONTH (24% ANNUAL PERCENTAGE) ON ALL INVOICES AFTER 30 DAYS.

000314

Yakima Interurban Lines Association

P. O. Box 649 Yakima, Washington 98901-0649

306 West Pine Yakima, Washington 98902

Phone: 509-575-1700 Fax: 509-453-5088

October 12, 1999

Washington State Dept. of Transportation
Transportation -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice # 13

Invoice for install of bolts and nuts on joint replacement not billed before plus labor.
From mile post 4 to mile post 12.

A&K Railroad Material, Inc.	Inv. # 124953	\$ 559.34	
	" 126422	401.08	
	" 126473	431.60	
Total material			\$ 1,392.02
Labor: 560 hours x \$11.50 x 2 employecs =			12,880.00
			<hr/>
Total invoice for install and labor			\$ 14,272.02

George Inness
General Manager

098795-07-0594
RR-00238

\$14,272.02

OK to Pay
Cathy Selins for
Jim Staker

000315

Yakima Interurban Lines Association

P. O. Box 649 Yakima, Washington 98907-0649

306 West Pine Yakima, Washington 98902

Phone: 509-575-1700 Fax: 509-453-5088

October 12, 1999

Washington State Dept. of Transportation
Transportation -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice # 13

Invoice for install of bolts and nuts on joint replacement not billed before plus labor.
From mile post 4 to mile post 12.

A&K Railroad Material, Inc.	Inv. # 124953	\$ 559.34	
	" 126422	401.08	
	" 126473	431.60	
Total material			\$ 1,392.02
Labor: 560 hours x \$11.50 x 2 employees =			12,880.00
			<hr/>
Total invoice for install and labor			\$ 14,272.02

George Inness
General Manager

RECEIVED

OCT 15 1999

W.S. DOT RAIL OFFICE

000316

Yakima Interurban Lines Association

P. O. Box 649 Yakima, Washington 98907-0649
306 West Pine Yakima, Washington 98902
Phone: 509-575-1700 Fax: 509-453-5088

November 8, 1999

Washington State Dept. of Transportation
Transportation -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice # 14

Completion of ties: 1,409 ties @ \$10.00 = \$ 14,090.00

Material on hand

Central Pre-Mix Co. - Ballast

Invoice # 177198	\$	285.36	Not Paid
" 177199		291.48	
" 174739		1,792.49	
" 174740		<u>1,831.67</u>	

Total Ballast

4,201.00

Apnet - Ties

Invoice # 688021

6,646.64

Rentals

Western Power & Equipment

Invoice # Q1060318

Not Paid

1,990.60

Total invoice

\$ 26,928.24

George Inness
General Manager

OP8795-07-0594

RR-00238

\$26,902.46

Kenneth M. [Signature]
11/10/99

000317

Yakima Interurban Lines Association

P. O. Box 649 Yakima, Washington 98907-0649

306 West Pine Yakima, Washington 98902

Phone: 509-575-1700 Fax: 509-453-5088

November 8, 1999

Washington State Dept. of Transportation
Transportation -- Rail Office
P. O. Box 47300
Olympia, WA 98504-7300

Attention: Ray Allred

Invoice # 14

Completion of ties: 1,409 ties @ \$10.00 = \$ 14,090.00

Material on hand

Central Pre-Mix Co. - Ballast

Invoice # 177198	\$ 285.36
" 177199	291.48
" 174739	1,792.49
" 174740	<u>1,831.67</u>

Total Ballast

4,201.00

Apnet - Ties
Invoice # 688021

6,646.64

Rentals
Western Power & Equipment
Invoice # Q1060318

1,990.60

Total invoice

\$ 26,928.24

George Inness
General Manager

OP8795-07-0594

RR-00238

\$ 26,902.46

000318

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

Nov. 10 1999 12:34PM P4



**CENTRAL PRE-MIX
CONCRETE CO.**

YAKIMA
P.O. BOX 9575
YAKIMA, WA 98909

509-248-2041

Customer No. 18440

YAKIMA ELECTRIC RAILWAY
A/K/A-YAKIMA INTERURBAN LINES
P O BOX 647
YAKIMA, WA 98907

Invoice No. 177198
Date 10/27/99
Purchase Order
Ordered By 10-27/28
Job Number

Job Location
HWY 12 - JUST PAST SUNTIDES

Quantity	U/M	Item Description	Unit Price	Tax	Extended Amount
29.21	TON	1 1/4"-3/8" Straights	7.00	Y	204.47
1.00		Haul Charge	60.00	Y	60.00

Sub Total 264.47
Tax 20.85

Terms

Invoice Total 285.32

Account Numbers:
30823076

Thank you! We appreciate your business.

Account is due in full on the 10th of the month following purchases. A LATE charge of 1 1/2 % per month, which is an annual percentage rate of 18 % or \$ 2.00 whichever is greater, will be charged on all accounts not paid by the 25th of the month following purchases.

000319

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

Nov. 10 1999 12:34PM P5



**CENTRAL PRE-MIX
CONCRETE CO.**

YAKIMA
P.O. BOX 9575

YAKIMA, WA 98909

509-248-3041

Customer No. 18440

Invoice No. 177199

Date 10/27/99

Purchase Order

Ordered By 28 OCT

Job Number

YAKIMA ELECTRIC RAILWAY
A/K/A-YAKIMA INTERURBAN LINES
P.O. BOX 649
YAKIMA, WA 98907

Job Location
HWY 12 EAST SUNTIDES

Quantity	U/M	Item Description	Unit Price	Tax	Extended Amount
30.02	TDN	1 1/4"-3/8" Straights	7.00	Y	210.14
1.00		Haul Charge	60.00	Y	60.00

Sub Total 270.14
Tax 21.34

Terms

Invoice Total 291.48

Account Numbers:
30925645

Thank you! We appreciate your business.

Account is due in full on the 10th of the month following purchases. A LATE charge of 1 1/2 % per month, which is an annual percentage rate of 18 % or \$ 2.00 whichever is greater, will be charged on all accounts not paid by the 25th of the month following purchases.

000320

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

Nov. 10 1999 12:35PM P6



**CENTRAL PRE-MIX
CONCRETE CO.**

YAKIMA
P.O. BOX 9575
YAKIMA, WA 98909

NOV 10 1999 12:35

Customer No. 18440

Invoice No. 174739
Date 10/15/99
Purchase Order
Ordered By BR DCF
Job Number

YAKIMA ELECTRIC RAILWAY
A/K/A-YAKIMA INTERURBAN LINES
P O BOX 249
YAKIMA, WA 98907

Job Location
TAKE 40TH AVE EXIT R FRUITVALE

Quantity	U/M	Item Description	Unit Price	Tax	Extended Amount
191.36	TON	1 1/4" Minus	8.80	Y	1,681.05
2.00		Haul Charge	80.00	Y	160.00

Sub Total 1,661.25
Tax 131.24

Terms

Invoice Total

1,792.49

Set Numbers:

30925110 30925115 30925120 30925125 30925130 30925135

Thank you! We appreciate your business.

Account is due in full on the 10th of the month following purchases. A LATE charge of 1 1/2 % per month, which is an annual percentage rate of 18 % or \$ 2.00 whichever is greater, will be charged on all accounts not paid by the 25th of the month following purchases.

000321

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

Nov. 10 1999 12:35PM P7



**CENTRAL PRE-MIX
CONCRETE CO.**

YAKIMA
P.O. BOX 9575
YAKIMA, WA 98909

10/20/99

Customer No. 18440

Invoice No. 174740
Date 10/20/99
Purchase Order
Ordered By 21 OCT
Job Number

YAKIMA ELECTRIC RAILWAY
A/K/A-YAKIMA INTERURBAN LINES
P O BOX 649
YAKIMA, WA 98907

Job Location
HWY 12 - NORTH OF 40TH AVE

Quantity	U/M	Item Description	Unit Price	Tax	Extended Amount
191.08	TON	1 1/4"-3/8" Straights	7.00	Y	1,337.56
6.00		Haul Charge	60.00	Y	360.00

Sub Total 1,627.56
Tax 194.11

Terms

Invoice Total

1,831.67

Net Numbers:

30832619 30832622 30832623 30832628 30832633 30925261

Thank you! We appreciate your business.

Account is due in full on the 10th of the month following purchases. A LATE charge of 1 1/2 % per month, which is an annual percentage rate of 18 % or \$ 2.00 whichever is greater, will be charged on all accounts not paid by the 25th of the month following purchases.

000322

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088

Nov. 10 1999 12:33PM P3

INVOICE

APNET - RAIL DIVISION
P. O. 432
Madison, CA 95653
530-795-5800

SOLD TO:
Yakima Electric Railway
306 West Pine Street
Yakima, WA
98907

INVOICE NUMBER 688021
INVOICE DATE September 15, 1999
PURCHASE ORDER NO. YAK9962
TERMS NET 30
SALES PERSON
SHIPPED VIA truck
F.O.B. Sacramento, CA

SHIPPED TO:
SAME

QTY.	DESCRIPTION	PRICE	AMOUNT
616	Cross ties 7" x 9" x 9'	\$10.00 ea.	\$6,160.00
SUBTOTAL			\$6,100.00
TAX RATE			7.90%
TAX			486.64
FREIGHT			
			\$6,646.64
			Total Due

THANK YOU FOR YOUR BUSINESS!

000323

FROM : Yakima Electric Railway

PHONE NO. : 509 453 5088
FAX NO. :

Nov. 10 1999 12:35PM PB

INVOICE



Location: Moxee WA
1-800-836-4446

**WESTERN
POWER & EQUIPMENT**
4601 NE 77th Ave Ste 200
Vancouver, WA 98662-6730

Page 1

INVOICE NO.:	Q1060318
CUSTOMER NO.:	336802
DATE:	10/26/99
AMOUNT DUE:	1,990.60
TERMS:	NET 30



SHIP TO:

YAKIMA ELECTRIC RAILWAY
PO BOX 649
YAKIMA WA 98907-0649

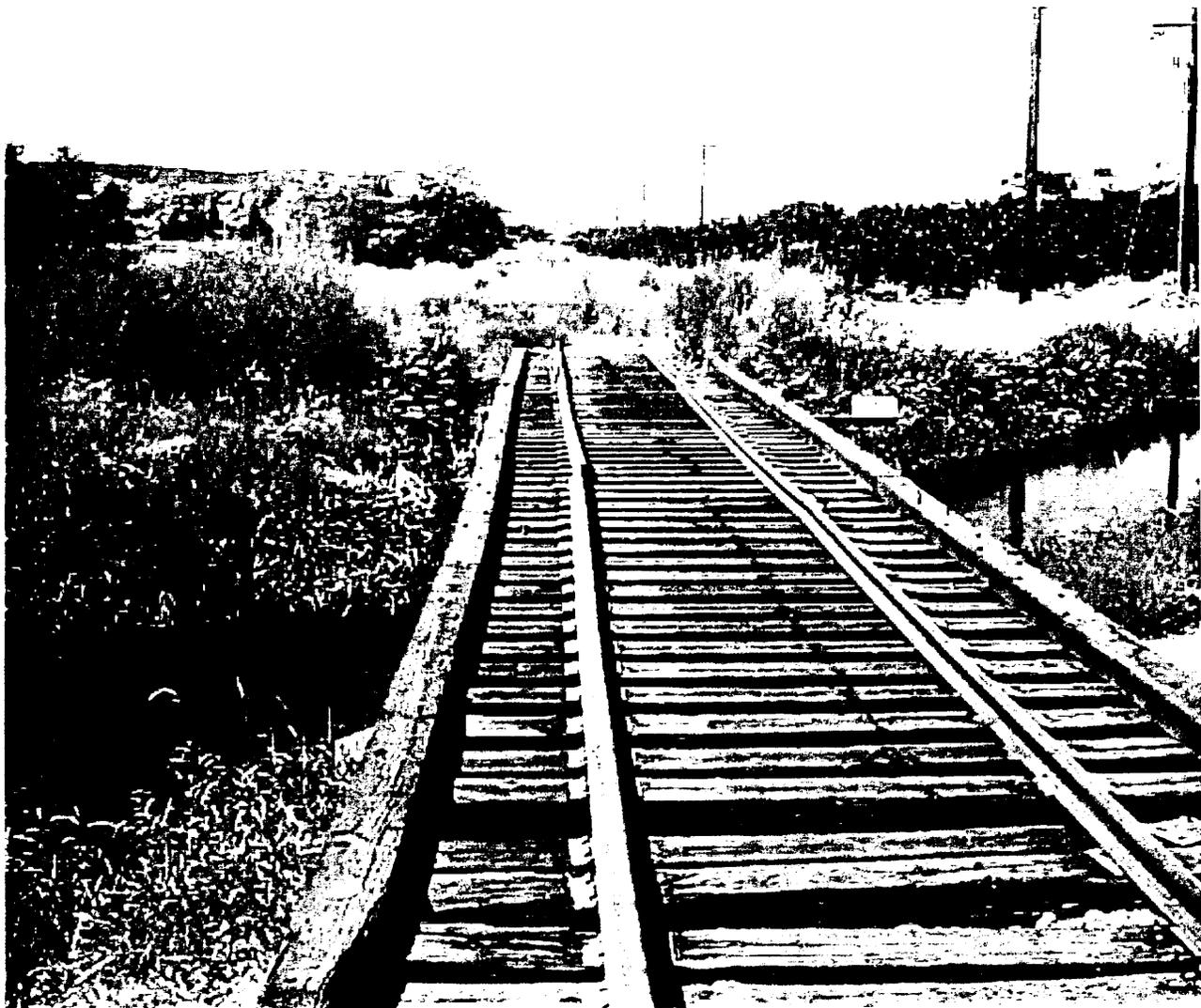
DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

BR	TRK	MAKE	MODEL	SERIAL	EQUIPMENT	METER	SLS	CUSTOMER PO
12							375	JASON
ORDER	SHIP	B/O	DESCRIPTION				EACH	AMOUNT
	Taken By		Dennis Carter, Moxee Equip.					
			Rental Contract 12-176					
			Period: 10/26/99 Thru 11/25/99					
			IW 17542	580SL II	9JJG0269169		1,850.00	1,850.00
			4WD CAB/A CC RC EXT LDR HYD					
			INSURANCE BINDER ON FILE/HAMMAN-MILLER-BEAUCHAMP-DEEBLE, INC.					
			LONG BEACH, CA. (562)439-9731					
			YAKIMA COUNTY TAX - 3905					20.35
			WASHINGTON STATE TAX					120.25
THANK YOU FOR YOUR BUSINESS.								
CHECK OUT WWW.WESTERNPOWER.COM FOR OUR SPECIALS								
000324								
FOB WILL CALL							Total	1,990.60

PARTS & SERVICE: NET 30 DAYS - RENTALS: PAYMENT IN ADVANCE - MACHINERY SALES: IN FULL UPON DELIVERY
These are standard terms for all established Western Power & Equipment credit accounts in good standing at time of purchase.



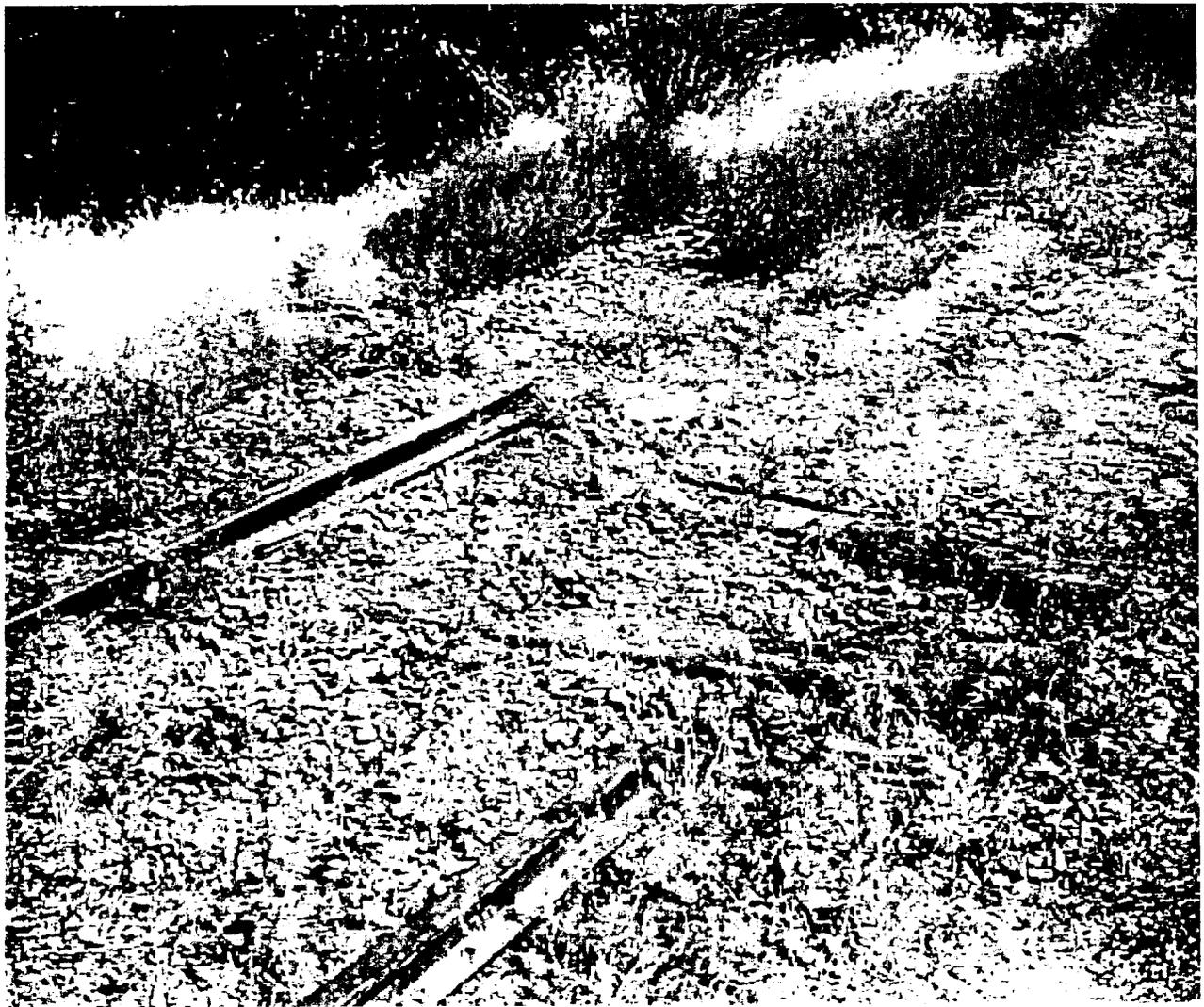
Printed on Recycled Paper
20% Post Consumer Waste



000325



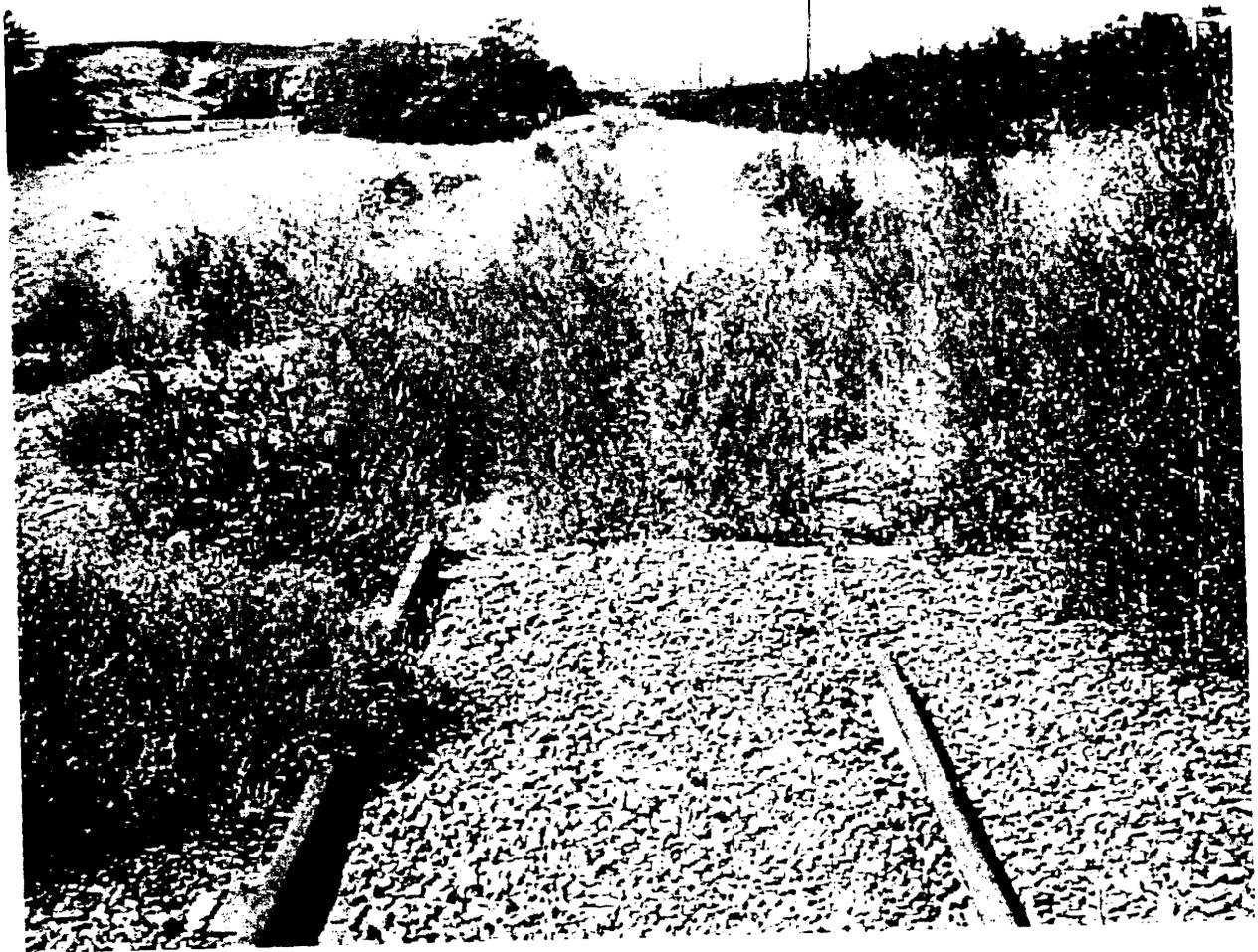
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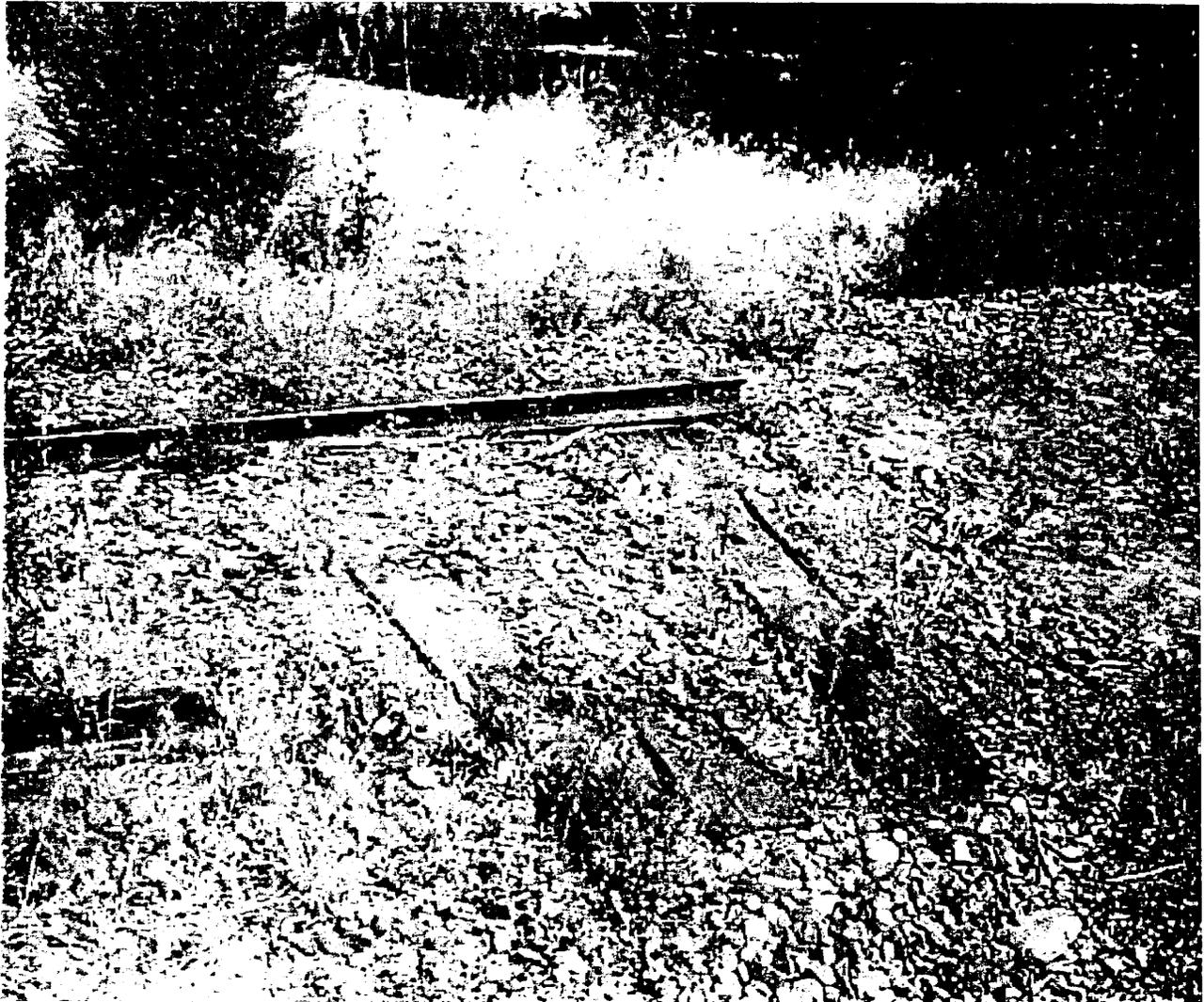
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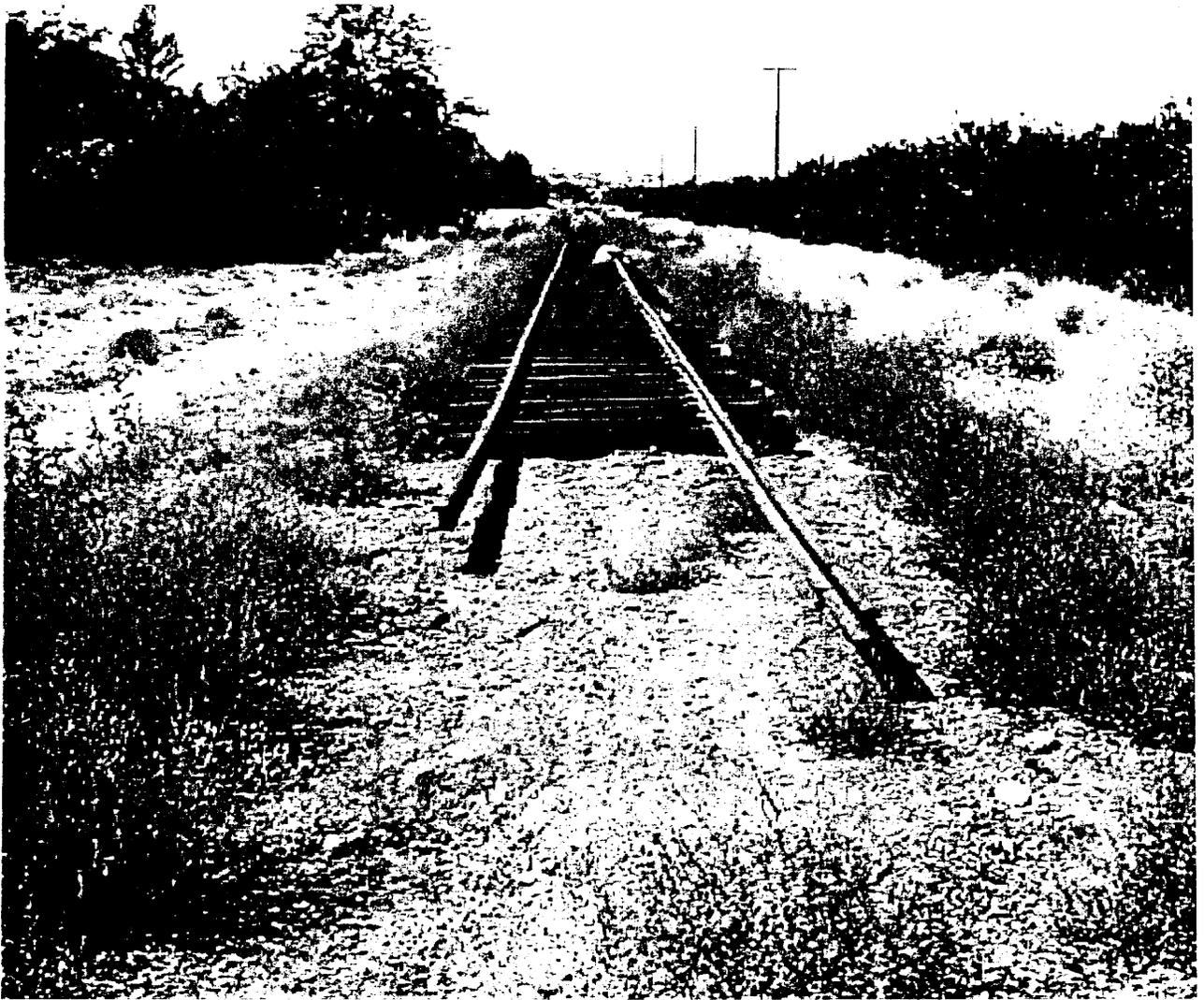
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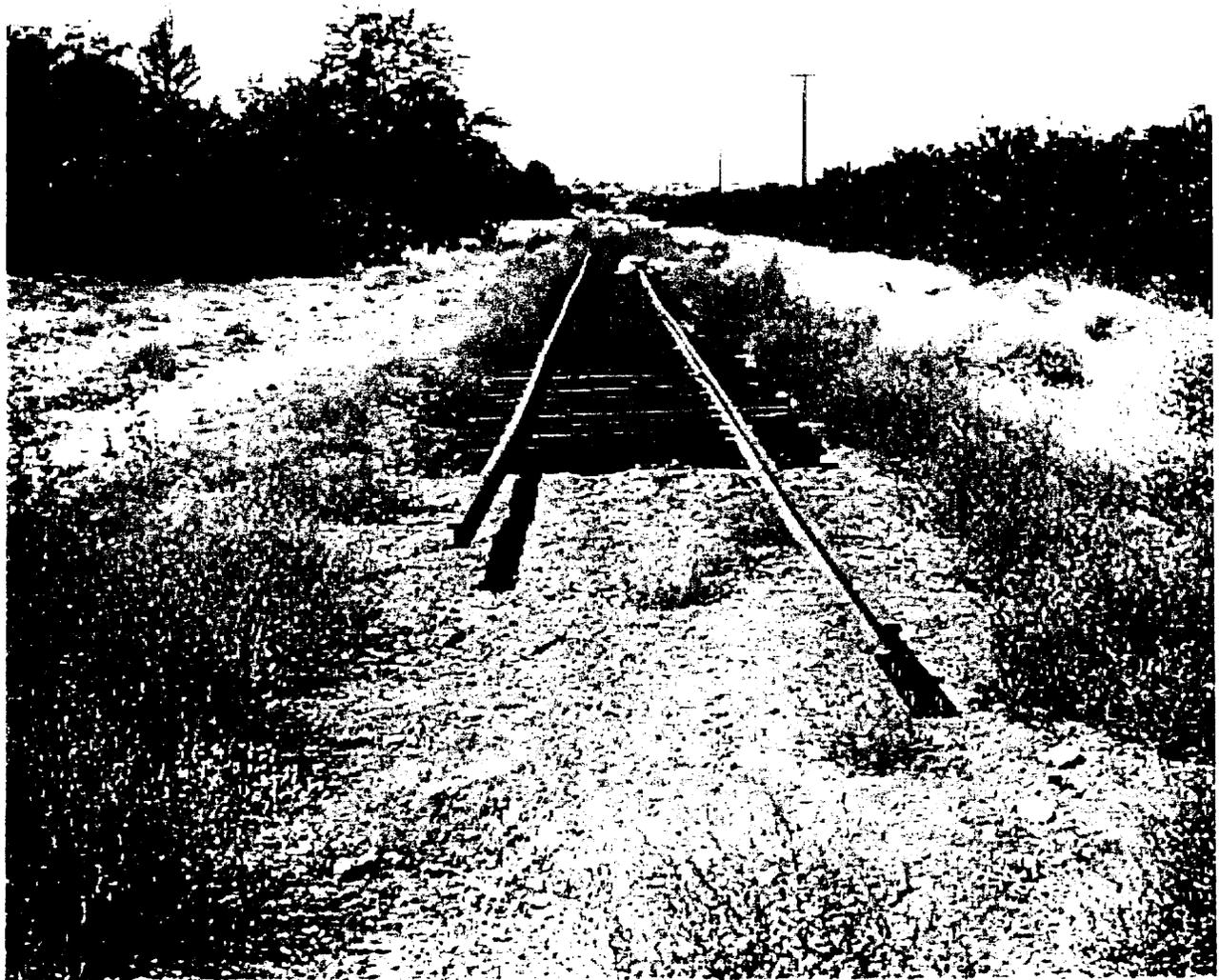
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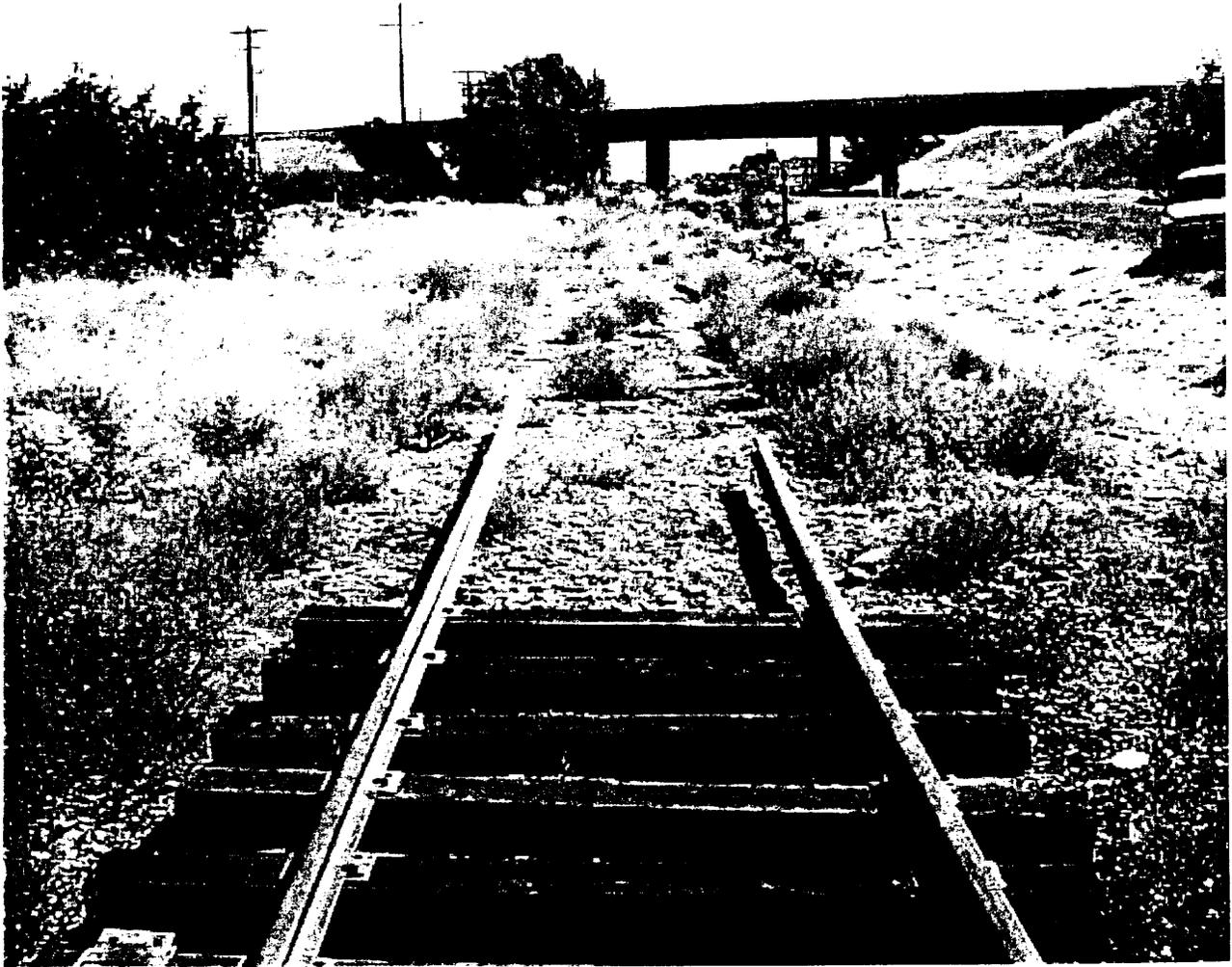
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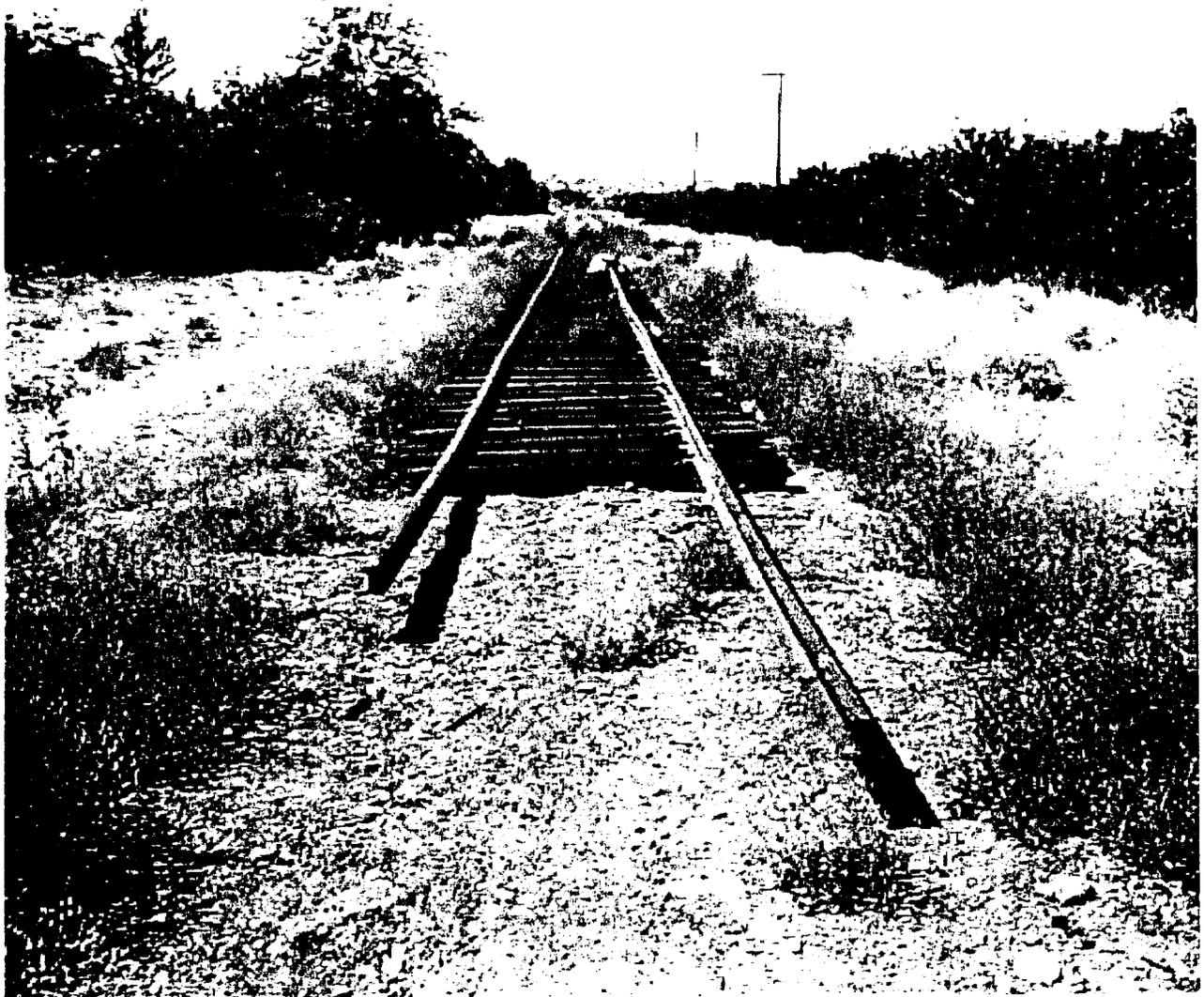
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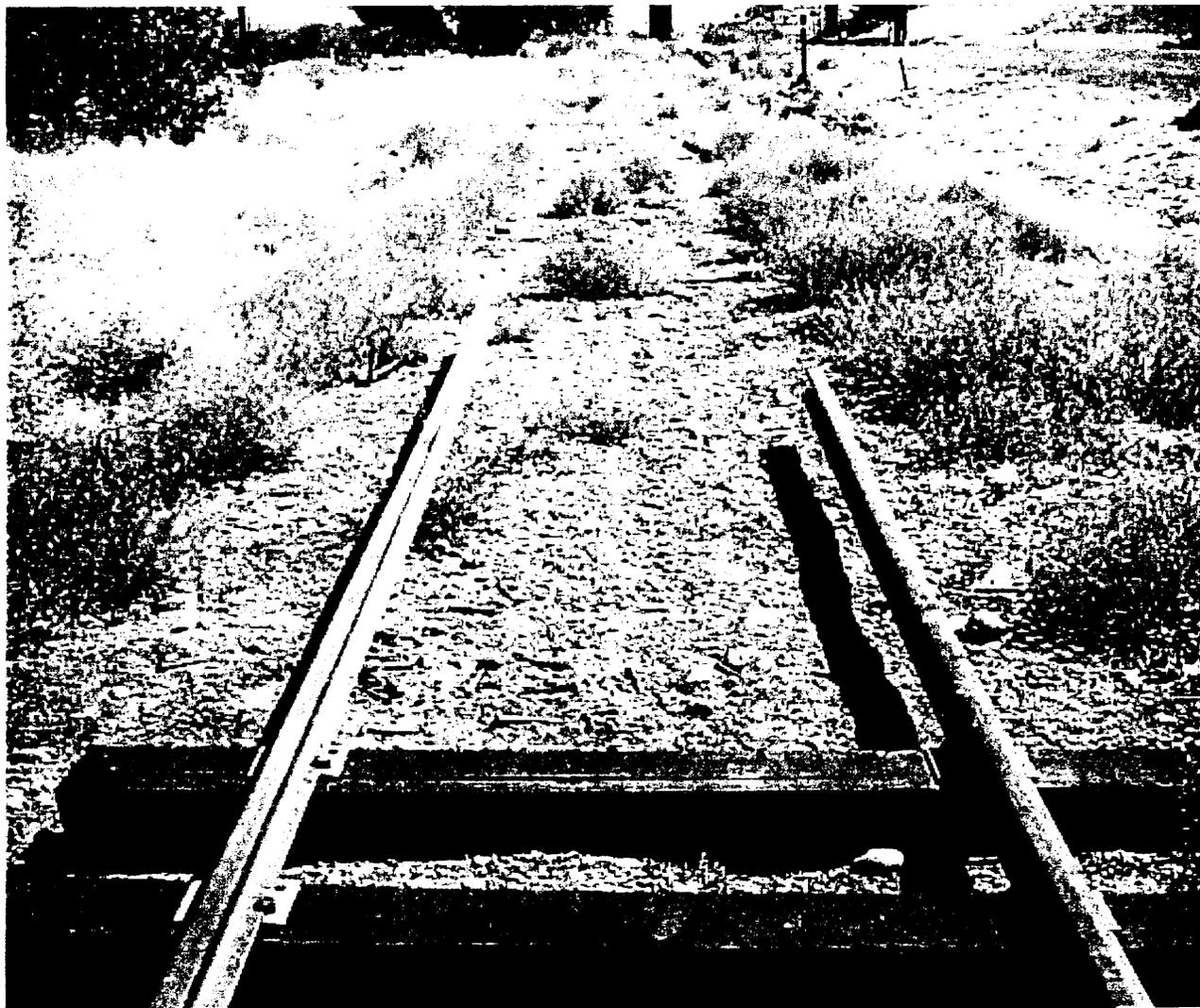
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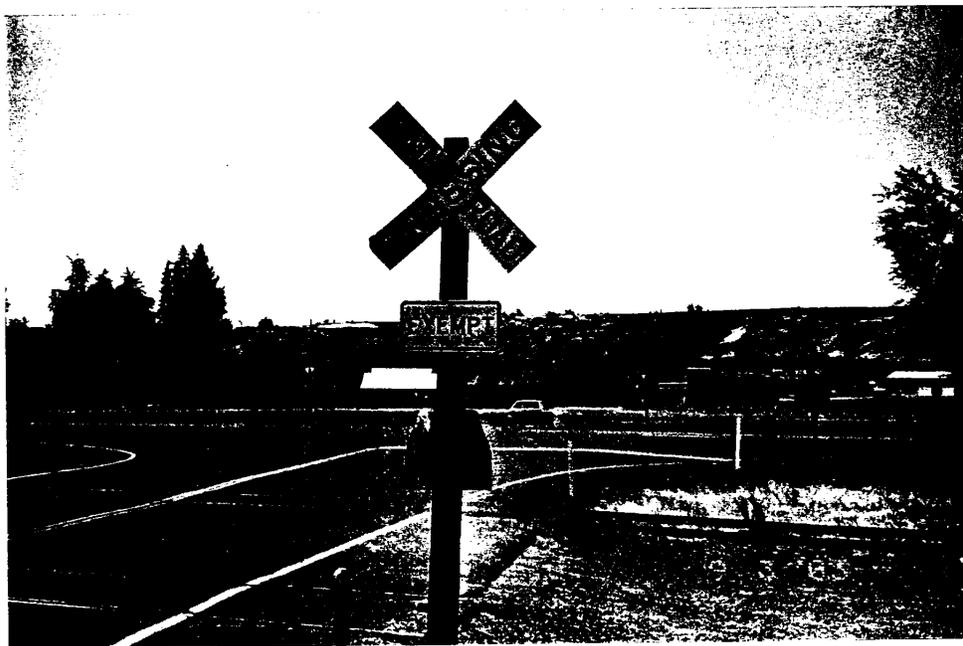
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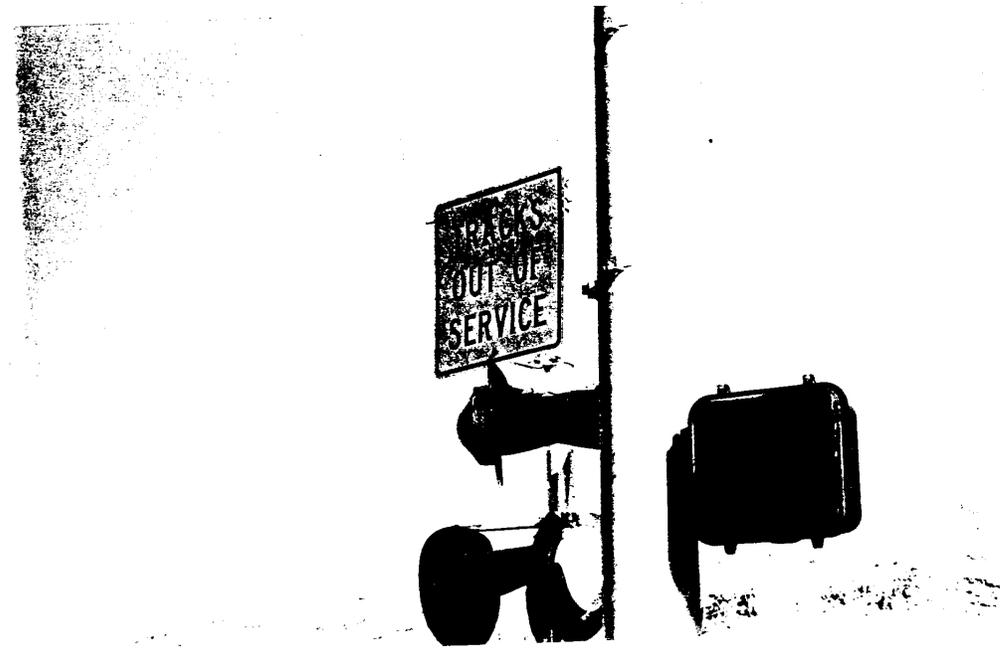
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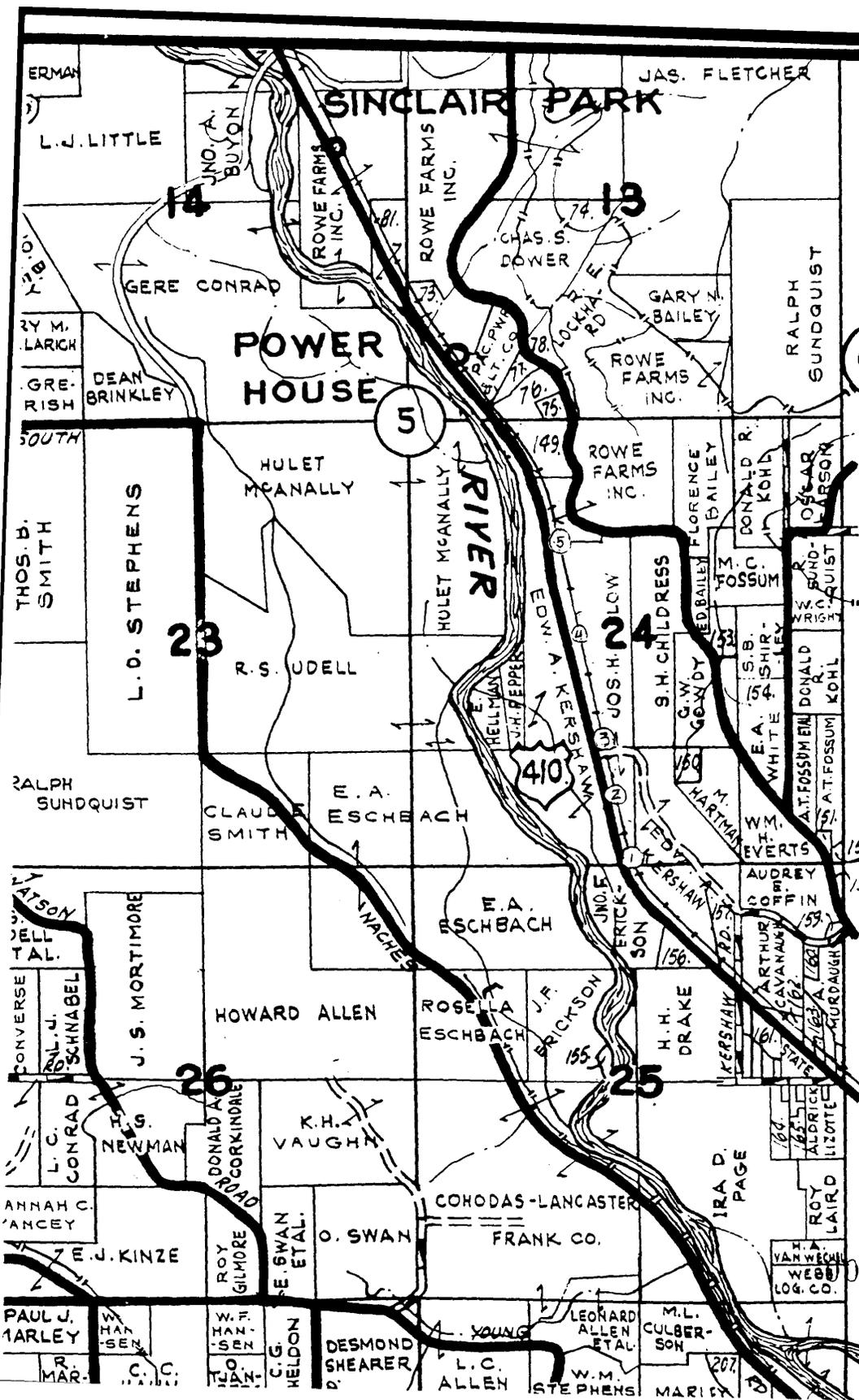


000337



000335

EXHIBIT J



63

To Yakima

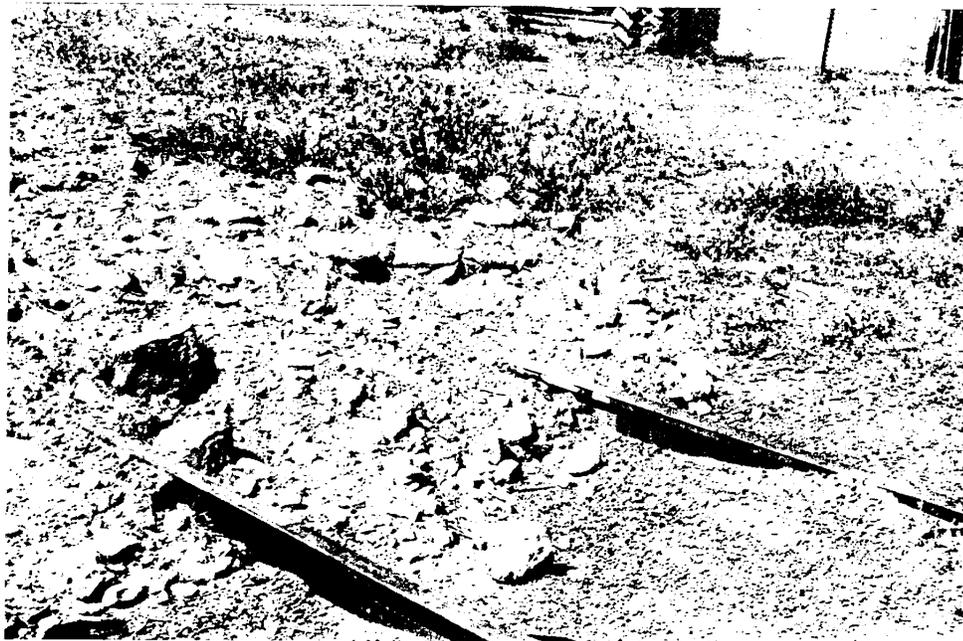
- 53. STELLA
- 54. WALTER
- 55. CHAS. E
- 56. E. P. DA
- 57. ED. W.
- 58. WALTER
- 59. M. A. S
- 60. GRADY
- 61. STATE
- 62. JAS. G
- 63. ALLEN
- 64. WM. A.
- 65. FLOYD
- 66. EDNA
- 67. KENNL
- 68. MAX Y
- 69. SAMUL
- 70. J. T. CL
- 71. OLIVER
- 72. G. L. S
- 73. CHAS. V
- 74. JAS. F
- 75. H. R. Y
- 76. HENR
- 77. HAROL
- 78. ROY G
- 79. C. N. J
- 80. CHARE
- 81. EMORY
- 82. J. C. P
- 83. JNO. S
- 84. C. M.
- 85. F. M.
- 86. VERA
- 87. F. RA
- 88. F. L.
- 89. HIGH
- 90. L. E.
- 91. WAYN
- 92. O. E.
- 93. TIECO
- 94. N. WY
- 95. L. G.
- 96. CURT
- 97. JNO.
- 98. BURM
- 99. TAFT
- 100. NEW
- 101. SCH.
- 102. "
- 103. MAR
- 104. JAS.
- 105. FITZ
- 106. JNO

- WENON
- PT. 1 - G
 - " " - C
 - " 2 - C
 - " " - C
 - " " - C
 - " 3 - C
 - " " - C
 - " " - C
 - 4, 5, 24
 - 6, 7 - Y
 - 8 - ED
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 - 11 - S.
 - PT. 12

00333



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①

000340



①

000341



②



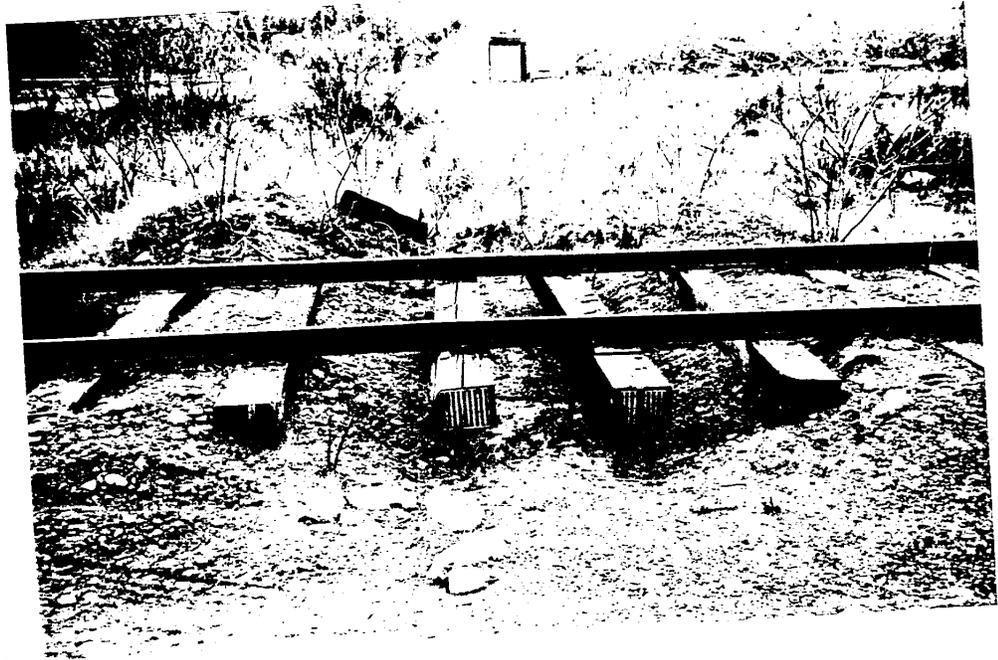
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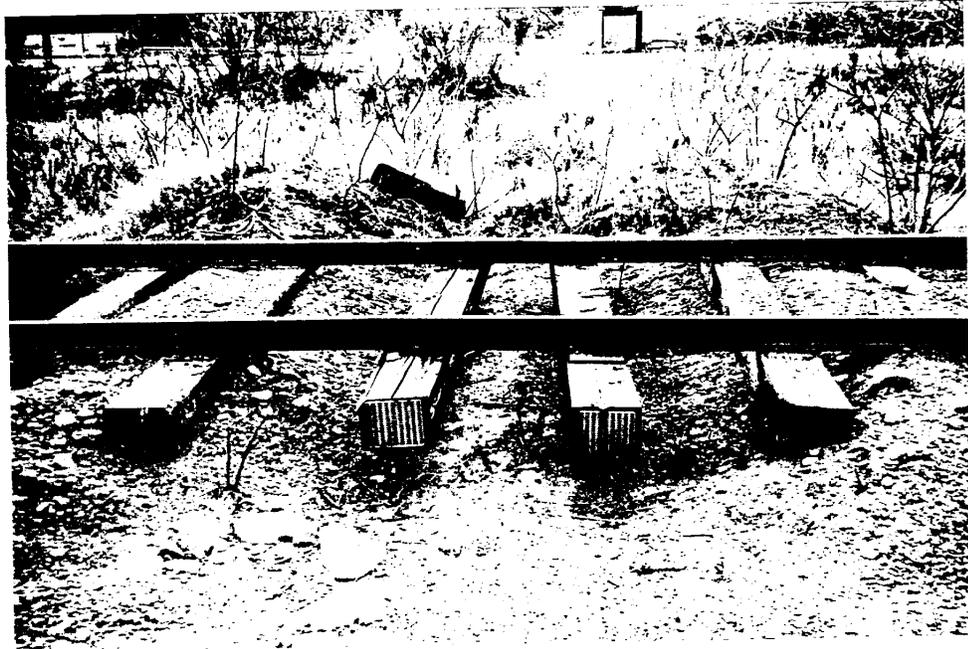


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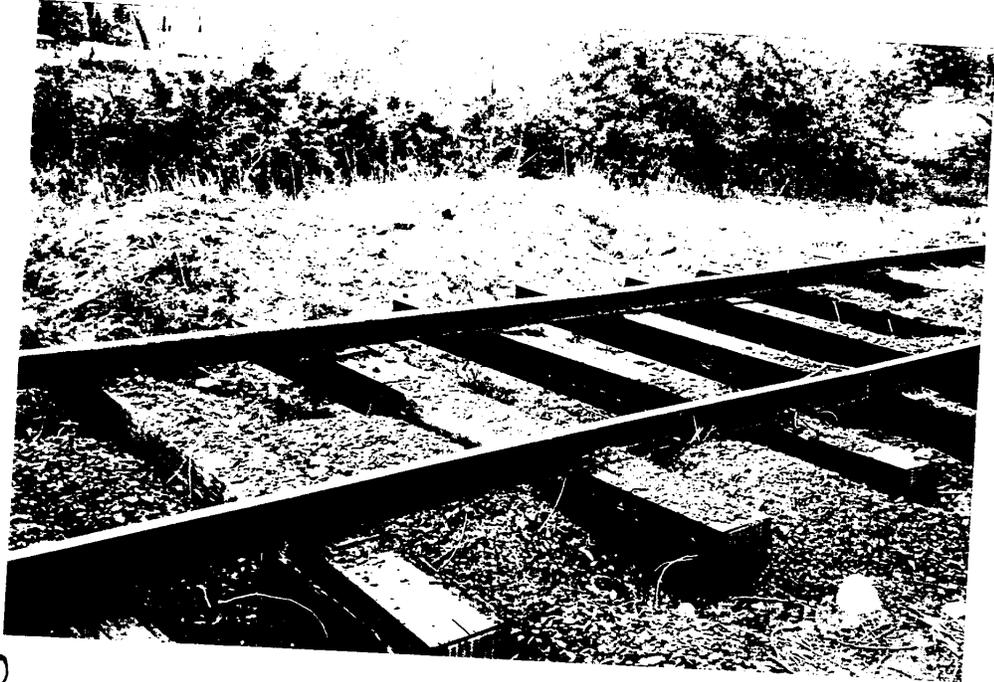


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000344

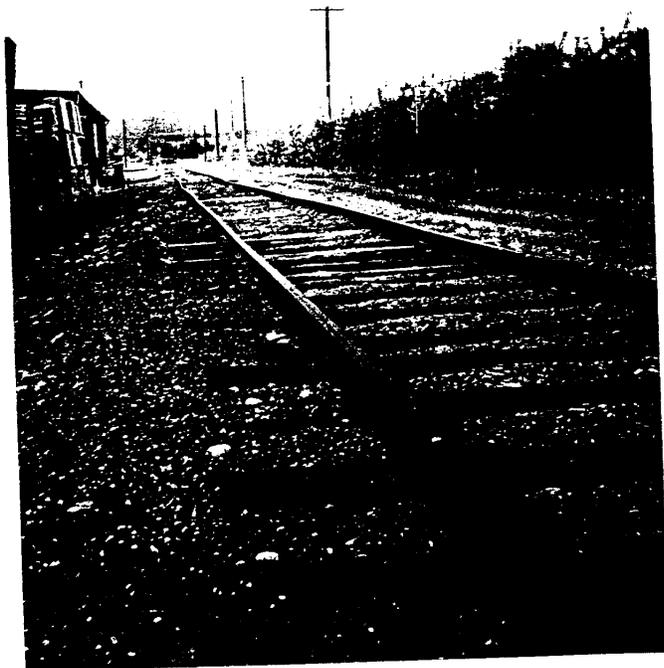


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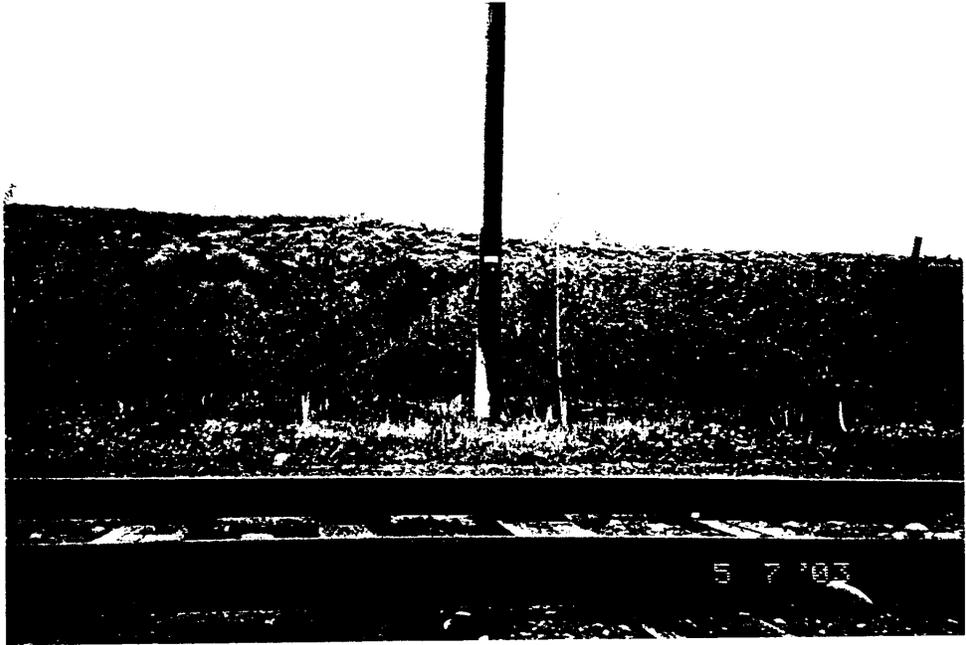


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④

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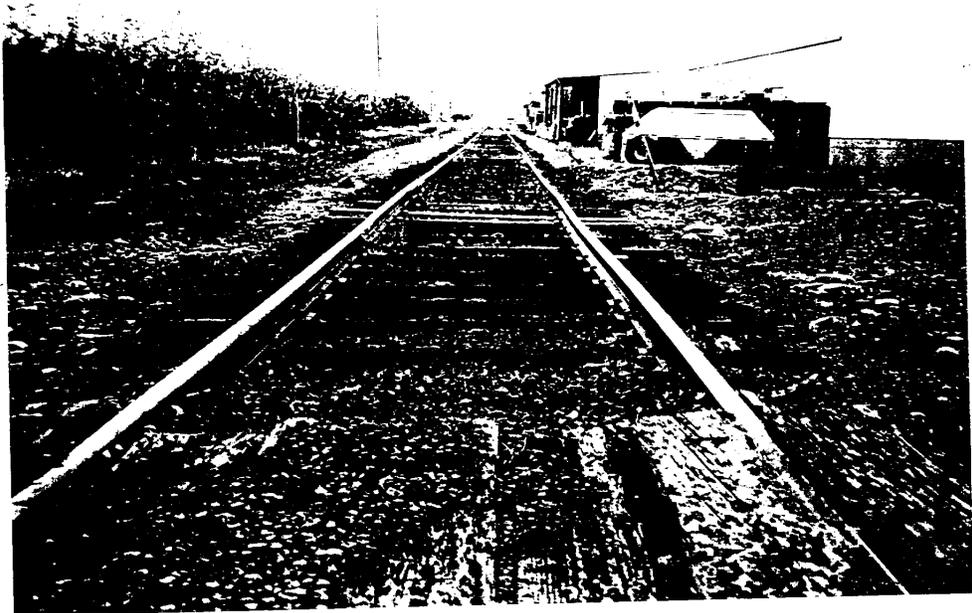


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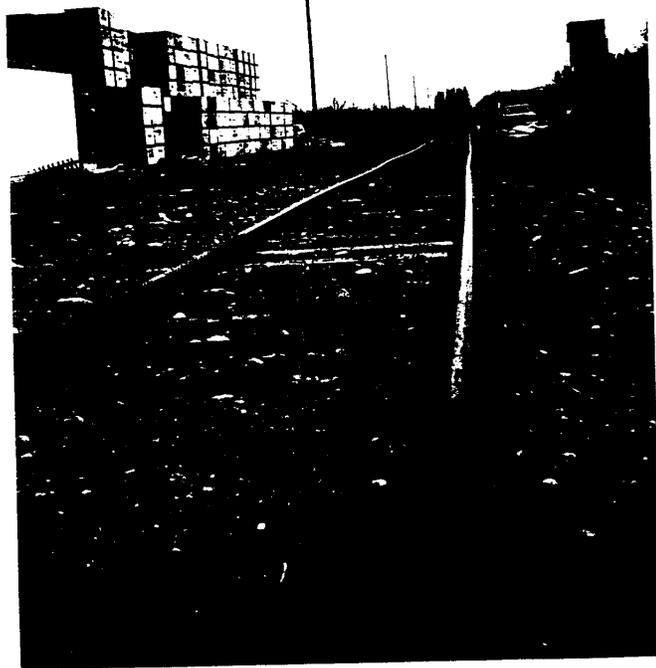


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000347



5



0345

SURFACE TRANSPORTATION BOARD

Adverse Abandonment Proceeding

AB Docket No. 600

CERTIFICATION

I am Cindy Erwin. I hereby certify under penalty of perjury of the laws of the State of Washington that the following statements are true and correct.

I am one of the employees of the attorneys for Kershaw Sunnyside Ranches in the above-entitled matter; that I am a citizen of the United States, a resident of Yakima County, Washington, over the age of twenty-one years, and not a party to said action. On the 8th day of October 2003, I caused to be deposited via UPS Next Day Air, an original and 10 copies of the Declaration of Robert Kershaw in Support of Adverse Abandonment Application to the Surface Transportation Board. Additionally, on the 8th day of October 2003, I caused to be deposited in the United States mail, via First Class Mail, postage prepaid, the following:

**Declaration of Robert Kershaw in Support of
Adverse Abandonment Application**

to the addresses attached to this Certification.

Dated at Yakima, Washington this 8th day of October 2003.


Cindy Erwin

Surface Transportation Board
1925 K Street, NW
Washington, DC 20423-0001

Governor Gary Locke
Office of the Governor
P.O. Box 40002
Olympia, WA 98504-0002

Mike Rowswell
WUTC
P.O. Box 47250
Olympia, WA 98504-7250

Stephen Anderson
WSDOT - Rail Office
P.O. Box 47387
Olympia, WA 98507-7387

Dr. Michael Tate, Dean and Director
State Cooperative Extension Service
P.O. Box 646230
Pullman, WA 99164-6230

Theo Thomas
State Cooperative Extension Service - Yakima Office
128 North 2nd Street, Room 233
Yakima, WA 98901-2631

Federal Rail Road Administration
Attn: Joseph Pampoino
1120 Vermont Avenue, NW, 7th Floor
Washington, DC 20590

Col. John Hoffman
Military Traffic Management Command
Attn: MT-JA, RM 12N67
200 Stovall Street
Alexandria, VA 22332-5000

Tom Ross, Assistant Director
National Center for Recreation & Conservation
1849 C Street NW
Washington, DC 20240

US Department of Agriculture
Chief of the Forest Service
Dale Bosworth
P.O. Box 96090
Sidney R. Yates Federal Building
201 14th Street, SW at Independence Ave SW
Washington, DC 20250

Steven A. Bartholow, General Counsel
USRR13
844 Rush Street
Chicago, IL 60611

Transportation Trades Dept. AFL-CIO
888 16th Street, N.W. Suite 650
Washington, DC 20006

Mr. William Cooper
Railroads for National Defense Programs
MTMC Transportation Engineering Agency
720 Thimble Shoals Boulevard, Suite 130
Newport News, VA 23606-4537

Washington State Attorney General's Office
120 South Third
Yakima, WA 98901-2869

Washington Department of Fish and Wildlife
Attention: Ken Bevis
Yakima Screen Shop
3705 W. Washington Avenue
Yakima, WA 98902-1137

Washington State Department of Ecology – Water Quality
Central Regional Office
15 West Yakima Avenue, Suite 200
Yakima, WA 98902-3452

Yakima County
128 N. 2nd Street
Yakima, WA 98901

U.S. Fish and Wildlife Service
Mark Miller, Supervisor
215 Melody Lane, Suite 119
Wenatchee, Washington 98801

Mr. Martin Rodriguez
U.S. Soil Conservation Service
200 Cheyne Road
Zillah, WA 98953-9764

National Park Service Headquarters
Director
1849 C Street NW
Washington, DC 20240

National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, MD 20910-3282

Yakima County Assessor's Office
128 N. 2nd Street
Courthouse Room 112
Yakima, WA 98901

Region 10
Environmental Protection Agency
1200 Sixth Avenue
Seattle, WA 98101

U.S. Army Corp of Engineers
4735 East Marginal Way South
Seattle, WA 98134-2385

16182ce
