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Hon. Vernon Williams
Secretary
Surface Transportation Board
395 E Street, S.W..
Washington, D.C. 20024 (Fed X)

Re: YILA -- Abandonment Exemption --
Yakima County, WA, AB 600 (Sub-no. 1X)

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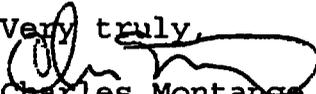
for filing: Opposition to
Petition to Reopen tendered by
Kershaw Sunnyside Ranches

Dear Mr. Williams:

Kershaw Sunnyside Ranches (KSR) made a series of related filings on March 5 and 7, including a petition to reopen, in the above referenced proceeding. The negotiation period under the Notice of Interim Trail Use in the proceeding currently expires on 31 March. Yakima County and Yakima Interurban Lines Association (YILA) tendered a motion for extension of the applicable NITU negotiation period on February 23. KSR's Petition to Reopen effectively attacks that motion, among other things. Yakima County, City of Yakima, Town of Naches, and YILA are therefore responding to KSR's petition to reopen early. We would appreciate prompt circulation of this Reply.

Thank you for your assistance in this matter.

Very truly,


Charles Montange
for Yakima County, City of Yakima,
Town of Naches, and YILA

Encls.

cc. Counsel (per certificate of service) (w/encl.)

BEFORE THE SURFACE TRANSPORTATION BOARD

Yakima Interurban Lines Association,
-- Abandonment Exemption -- in
-- Yakima County, WA

) AB 600 (sub-no: 1X)

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REPLY to
KERSHAW PETITION to REOPEN ABANDONMENT
and
STATUS REPORT ON RAILBANKING

Yakima County, City of Yakima, Town of Naches, and Yakima Interurban Lines Association (YILA) oppose the Petition by Kershaw Sunnyside Ranches, Inc. (KSR), to reopen this exempt abandonment proceeding relating to the Naches Branch in Yakima County. (For ease of presentation, we will refer herein to Yakima County, City, Naches, and YILA collectively as "County and YILA.") This Reply also serves as a status report on railbanking negotiations pursuant to the Notice of Interim Trail Use ("NITU") applicable in this proceeding. The NITU negotiation period currently expires on March 31. By pleading dated February 23, 2007, County and YILA sought a 180-day extension.

There is, as usual, quite a bit of confusion in KSR's presentation. On the one hand, KSR's petition on its face asks this Board to authorize the Naches Branch for abandonment. Yet KSR at the same time appears to claim that abandonment authority has lapsed because YILA did not file a "notice of consummation" within one year of grant of the abandonment authority. KSR's arguments thus appear to be inherently in conflict, with KSR on the one hand seeking abandonment and on the other hand

contending that authority for abandonment has lapsed. County and YILA will try to make some sense out of KSR's flailing about in our discussion below.

Background

For some time now, KSR has sought to eliminate the Naches Branch. KSR filed a quiet title action in Washington state court against YILA on or about June 15, 2000, contending the Naches Branch insofar as it adjoined KSR's property was long ago abandoned, and that YILA must be excluded as a trespasser.¹ KSR also sought money for damages alleged to have been caused to KSR by YILA when irrigation pipes KSR had placed (without any known permission) on the surface of the rail line were damaged during YILA's rail rehabilitation activities.²

Somewhere along the line, KSR evidently realized that under applicable precedent, federal preemption, and statutes such as 49 U.S.C. § 10501(b), it could not maintain its quiet title proceeding and bar the railroad as a trespasser while the Naches Branch was regulated by this Board. KSR apparently responded to this "obstacle" by filing an adverse abandonment application

¹ See Kershaw Sunnyside Ranches v. Yakima Interurban Lines Association, et al., Superior Court Yakima County No. 00201550-9, Complaint ¶ 10.1 (alleges YILA and/or its predecessors abandoned the line and seeks an order quieting title in KSR); Complaint ¶ 11.1 (alleges YILA's occupancy is trespass); Complaint ¶ 12.1 (seeks an injunction barring YILA from the property).

² Id. Complaint ¶ 13 (seeks money damages for "conversion" in the form of damages to KSR irrigation equipment during rehabilitation/repair of the railroad); Complaint ¶14 (seeks trebling of damages against YILA, plus attorney fees, under a Washington statute).

against the portion of YILA's Naches Branch adjoining the KSR property.³ KSR's proposed adverse abandonment would have severed the western (Town of Naches) segment of the Branch from any connection to the built-rail network.⁴

The gravamen of KSR's case for adverse abandonment was that Washington State Department of Transportation (WSDOT) had invested over a half million dollars to rehabilitate the Naches Branch, but due to mismanagement, rehabilitation had not been completed. Moreover, YILA was faced with several significant liens on the property, in addition to WSDOT's claims. In its adverse abandonment application, KSR basically argued the line was therefore dead.

Yakima County, the City, Naches, YILA and two shippers opposed adverse abandonment on a variety of grounds. For purposes here, two are particularly relevant: First, County and YILA noted that the County and WSDOT had developed a plan to restore the line. That plan involved the County's acquisition of the property, completion of rehabilitation, and then rail operation by a rail operator. WSDOT would provide funds for acquisition (estimated at about \$200,000), and subsequent completion of rehabilitation (estimated at about \$300,000). County emphasized in the Protest and Comments filed March 12,

³ KSR Application in YILA -- Adverse Abandonment, filed January 27, 2004.

⁴ YILA, County, City of Yakima, and Town of Naches objected on this ground in their Protest and Comments, filed March 12, 2004, in AB 600 (available at STB website).

2004, that it did not wish itself to become a common carrier. In order to implement the plan, YILA, County, City of Yakima and Naches also suggested that a railbanking order would be sought. This would qualify the line for operation under a modified certificate (49 C.F.R. § 1150.21, et seq.).⁵ This approach was employed successfully by WsDot and City of Seattle in the case of the Ballard Terminal Railroad in the Ballard district of Seattle.⁶ Second, the parties noted that the line had other public uses, including potential interim trail and railbanking uses.⁷ This also made it inappropriate for adverse abandonment.

In light of a plan for restoration of the line, this Board denied the adverse abandonment application, but without prejudice to KSR's ability to file another adverse abandonment application if warranted by future inaction by the County and

⁵ See Protest and Comments filed March 12, 2004 in AB 600, at inter alia pp. 6-7, App. I at ¶ 7, and App. IV (allusion to the process by WsDOT).

If the rail line is railbanked under 16 U.S.C. § 1247(d), the government owner is not a common carrier, but the line remains intact and eligible for a private rail operator to applied for a "modified certificate" to provide common carrier rail services pursuant to 49 C.F.R. § 1150.21, et seq.

⁶ Ballard Terminal Railroad Co. -- Modified Rail Certificate, F.D. 33594, served Feb. 26, 1999. The relevant rail corridor in the foregoing was railbanked in Sea Lion Railroad -- Abandonment Exemption -- in King County, WA, AB 544X.

⁷ See Protest and Comments, supra, passim. County actually filed a "statement of willingness" and sought railbanking in the adverse abandonment proceeding should the Board otherwise be inclined to grant the relief requested by KSR.

WsDOT.⁸ The Board denied reconsideration,⁹ and KSR petitioned for judicial review in the Ninth Circuit. Until recently, the judicial review proceeding was stayed for negotiations between the County and KSR. However, the stay was recently lifted and briefing is commencing.

First Ground for Dismissal

KSR's latest petition to reopen on its face is utterly confusing. On the one hand, it appears to be aimed at reopening the adverse abandonment proceeding (AB 600), because the only relief it seeks is a reopening of that proceeding. See Pet. Reopen at 2, prayer for relief. But the petition was filed in AB 600 (Sub-no. 1X). AB 600 (Sub-no. 1X) is YILA's notice of exemption proceeding for the entirety of the Naches Branch under YILA's ownership. The KSR petition to reopen insofar as it deals with KSR's adverse abandonment application is filed in the wrong docket, and must be summarily dismissed.

Second Ground for Dismissal

KSR's only argument in its "Petition to Reopen" that relates to AB 600 (Sub-no. 1X) is the claim that the Board's decision authorizing abandonment provided that

"YILA shall file a Notice of Consummation with the Board to signify that it has exercised the authority granted and fully abandoned the line. If consummation has not been effected by

⁸ YILA -- Adverse Abandonment, AB 600, served Nov. 19, 2004.

⁹ YILA -- Adverse Abandonment, AB 600, served Sept. 15, 2005.

YILA's filing of a Notice of Consummation by January 19, 2007, and there are no legal or regulatory barriers to consummation, the authority to abandon will automatically expire."

KSR Pet. Reopen at 2. KSR appears to argue that since YILA has not yet filed a notice of consummation, the abandonment authority has lapsed. Id. This seems to be a kind of "lack of jurisdiction" argument.

But KSR itself recognizes that County and YILA timely sought an extension of the railbanking negotiation period, which this Board granted on September 30, 2006, such that the applicable NITU negotiation period does not expire until March 31, 2007. See KSR Pet. Reopen at 2.

A NITU extension preserves STB jurisdiction and automatically extends the period for a timely notice of consummation. A NITU is, or is tantamount to, "a legal or regulatory barrier" postponing the due date for a notice of consummation. By its terms, a NITU automatically extends the period in which the railroad may lawfully exercise full abandonment authority until the end of the NITU negotiation period. If the railroad "consummates" authority before the NITU expires, adjoining landowners like KSR generally argue that the NITU no longer applies because consummation is contrary to railbanking.

In any event, the Board by a decision served February 17, 2006, imposed a section 106 that itself is a bar or impediment

to consummation. That condition [Dec. served Feb. 17, 2006, p. 4, ordering ¶6(f)] states that

"YILA shall retain its interest in and take no further steps to alter the historic integrity of all sites and structures on the right-of-way that are eligible for listing or are listed in the National Register of Historic places until completion of the section 106 process..."

Under this Board's regulations, if a legal or regulatory barrier to consummation exists, then any notice of consummation may be postponed until 60 days following the satisfaction, expiration or removal of the barrier. 49 C.F.R. § 1152.29(e)(1).

In addition, County and YILA on February 23, 2007, timely sought another 180 day extension.

It follows from all of the above that the due date for the notice of consummation is the later of (a) March 31, 2007, (b) such date as STB subsequently extends the NITU negotiation period, (c) indefinite future (if the parties reach an agreement by March 31, the NITU extends indefinitely, automatically), or (d) 60 days from removal of condition 6(f) in the Decision served Feb. 17, 2006 in AB 600 (Sub-no. 1X). In all events, no notice of consummation is yet required.

KSR seems to recognize this difficulty, for it argues that no extension in the NITU should be granted. KSR evidently hopes this will assist its otherwise premature petition to reopen. But this does not excuse KSR's prematurity. It is simply

further evidence that a lapse has not occurred, and may never occur. In any event, this Board broadly construes Congress' mandate favoring corridor preservation under 16 U.S.C. § 1247(d) and thus grants reasonable extension requests.¹⁰ The extension request currently pending before the Board is only the second sought by the parties, and this is hardly an unreasonable number of requests. Additionally, as explained in the "Third Ground for Dismissal" below, an extension here is vindicated by progress to date in resolving a complex corridor preservation plan, and by reason of the fact that Yakima County cannot complete a closing until this Board lifts the section 106 condition barring alienation of certain portions of the property.

Because KSR's position for reopening in AB 600 (Sub-no. 1X) is based on either a misreading of the law or an event which has not occurred, the petition must be denied. In particular, KSR presents no material error, new evidence, or changed circumstance justifying reopening on the consummation notice point.

KSR devotes considerable ink to a concern that is fundamentally irrelevant. The gravamen of KSR's argument to reopen, including its opposition to an extension of the NITU, is that "railbanking will interfere with [KSR's] plans to expand."

¹⁰ E.g., Policy Statement on Rails to Trails Conversions, ICC dkt. Ex Parte No. 274 (Sub-no. 13B), Jan. 29, 1990, ¶7 ["we have always extended the negotiating period (at times over landowners' objections) where the parties need longer than the 6-month period provided by our rules"].

KSR Pet. Reopen at p. 2. Assuming arguendo that this is contention is correct, it is irrelevant.¹¹ 16 U.S.C. § 1247(d) is intended to preserve a rail corridor against claims of abandonment by adjoining property owners like KSR. Indeed, on its face the statute preempts local and state law claims of easement extinguishment or base fee reversion. Insofar as relevant here, this Board and its predecessor accordingly have long treated railbanking as ministerial.¹² If a party requests railbanking and a railroad consents to negotiate, this Board issues a railbanking order, regardless of claims of "interference" with what an adjoining landowner desires. This Board and its predecessor have consistently maintained that they lack authority to deny a railbanking request so long as statutory qualifications are met. E.g. Policy Statement, supra note 10, at ¶3. KSR's claim of interference is thus irrelevant.

In addition, under this Board's precedent, once an agreement is reached for railbanking, the NITU automatically extends. Policy Statement, supra note 10, at ¶ 3 and note 14 thereto. It may well be that as of March 31, Yakima County and YILA will have achieved a signed contract, and the NITU will

¹¹ KSR in Mr. Kershaw's statement makes claims about its plans to expand a distribution center. Even if this were relevant (it is not), it could have been presented before and thus is hardly new evidence justifying reopening. It is also puzzling why KSR has planned a distribution center on a rail line in a fashion not only inconsistent with use of the rail line by the center but also requiring severance of the rail line so other shippers cannot use it either.

¹² Policy Statement, supra note 10, ¶ 3.

automatically extend in any event.¹³ The County and YILA will undertake to inform STB as soon as it occurs.

Third Ground for Dismissal

Were the Board to treat KSR's first argument (i.e., that County and WsDOT were not implementing a plan) in its petition to reopen in AB 600 (Sub-no. 1X) as properly filed in AB 600, the petition to reopen as to that argument in the adverse abandonment proceeding still is subject to summary dismissal.

First, we question whether KSR has chosen the correct remedy for alleged inaction. In its September 15, 2005, decision denying reconsideration in AB 600, this Board suggested that KSR could file another adverse abandonment proceeding, or perhaps seek reopening of AB 600 on grounds of "changed circumstance" if County and WsDOT did nothing. Here KSR seeks reopening of the wrong proceeding. The better approach would be for KSR to file another adverse abandonment application. After all, it argues that YILA's abandonment authority in AB 600 (Sub-no. 1X) has lapsed, such that YILA must file a new proceeding. Since KSR never obtained abandonment authority in the first place, surely it too must now file a new proceeding rather than

¹³ County and YILA nevertheless continue to seek a NITU extension. KSR's statements and conduct suggest to County and YILA that KSR may challenge just about everything, including whether the contract signed by YILA and County is sufficient for railbanking purposes. The contract will be subject to certain contingencies, including settlement of liens, the lifting of the section 106 condition, and the continued regulation of the corridor under 16 U.S.C. § 1247(d). KSR may claim that the railbanking agreement is not complete until closing. County and YILA expect all these conditions to be satisfied in the next six months, or less.

seek a reopening of a long final order.

Second and in any event, in any petition to reopen, KSR must meet the requirements for reopening specified in 49 C.F.R. §1115.4. As that rule says, "[a] petition to reopen must state in detail the respects in which the proceeding involves material error, new evidence, or substantially changed circumstances and must include a request that the Board make such a determination."

KSR does not do anything to address the requirements of section 1115.4. KSR certainly does not argue material error. Instead, KSR's sole argument for reopening its adverse abandonment proceeding is that the County represented that it had a plan to preserve the line with WSDOT. KSR claims that the County has not done anything to implement the plan. This is a kind of new evidence contention that WSDOT and County have not done what they said they would try to do.

But KSR is flatly wrong. The County and YILA have been engaged in implementing the plan which the County represented to the Board that it had devised with WSDOT. The first step in the plan was for YILA to file a notice of exemption under 49 C.F.R. § 1150.52. YILA did so on December 30, 2005 in YILA-- Abandonment Exemption, AB 600 (Sub-no. 1X), shortly after this Board denied KSR's petition for reconsideration in AB 600. YILA's filing was accompanied by Yakima County's "statement of willingness" invoking 16 U.S.C. § 1247(d), in accordance with the plan set forth in the Protest and Comments filed by County

and YILA in KSR's unsuccessful adverse abandonment proceeding.

Due to an "offer of financial assistance," there was a delay before a railbanking order was issued and became effective.¹⁴ Even more significantly, the Board imposed an historic preservation condition barring YILA from alienation of portions of the corridor pending completion of the section 106 process.¹⁵ That condition stands not only as a barrier to full consummation of abandonment, but also to completion of a railbanking arrangement, for it literally bars YILA from transferring the property to Yakima County, even for preservational purposes. Until that condition is lifted, the County cannot acquire the line from YILA. The Washington State Historic Preservation Office (Department of Archaeology and Historic Preservation) supplied a letter dated March 2, 2007 (Exhibit D) to Ms. Wood of STB's SEA which concurs in a "no adverse effect" determination. Hopefully this will allow prompt removal of the condition set forth in ordering paragraph 6(f) of this Board's February 17, 2006, decision.

KSR has bitterly resisted most of the steps so far taken. KSR first sought to frustrate the plan by filing a petition to dismiss the exemption proceeding on the ground that the Naches Branch was severed, or on the ground that YILA was not a regulated carrier. This dismissal petition, which was coupled

¹⁴ See YILA -- Abandonment Exemption, AB 600 (Sub-no. 1X), served April 5, 2006 (terminating OFA process and issuing NITU).

¹⁵ Dec. AB 600 (Sub-no. 1X), served Feb. 17, 2005, ordering ¶ 6(f).

with KSR's opposition to a NITU extension, was effectively KSR's first petition to reopen filed in AB 600 (Sub-no. 1X). The Board rejected both KSR's claims, finding no severance and that YILA was a regulated common carrier.¹⁶ STB also rejected KSR's opposition to a NITU extension. As this Board explained,

"[w]here, as here, the carrier has not consummated the abandonment at the end of the previously imposed negotiating period and has indicated its willingness to continue negotiations by requesting an extension, the Board retains jurisdiction and the NITU negotiating period may be extended. Under the circumstances, further extension of the negotiating period is warranted. See Birt v. STB, 90 F.3d 580, 588-90 (D.C. Cir. 1996); Grantwood Village v. Missouri Pac. R.R. Co., 95 F.3d 654, 659 (8th Cir. 1996).¹⁷

This position is of course consistent with the ICC Policy Statement, supra note 10.

In the meantime, WSDOT confirmed that it has allocated approximately \$200,000 in funds to the County through federal grants.¹⁸ This amount, incidentally, is in accord with the amount that WSDOT projected in its statement furnished as Appendix IV to the Protest and Comments filed by County and YILA in AB 600 on March 12, 2004.

Upon written confirmation of funding in the form of a federal grant administered by WSDOT,¹⁹ the County promptly (the

¹⁶ YILA -- Abandonment Exemption, AB 600 (Sub-no. 1X), served Oct. 31, 2006.

¹⁷ See YILA -- Abandonment Exemption, AB 600 (Sub-no. 1X), served Sept. 21, 2006.

¹⁸ Exhibit A (WSDOT letter dated March 6, 2007).

¹⁹ Arranging the federal grant of course took some time.

same day) executed a previously negotiated contract with YILA.²⁰ The County is adding certain additional funds, which, in combination with the grant from WSDOT, would allow acquisition of YILA's Naches Branch at a price adequate to pay off all public lien holders (except WSDOT) as well as (hopefully) to settle the claims of all private lien holders.

The contract has several contingencies on closing, the chief of which are that the NITU remain effective, that conditions (e.g., the section 106 condition) which this Board has imposed barring alienation be lifted, and that the private liens be released (in other words, the purchase price must be sufficient for settlement of all liens, save any arising with WSDOT).²¹ As of the date this pleading was prepared (March 13), YILA is circulating the contract to its decisionmakers for consideration and approval. YILA is expected to sign the contract at any time. In short, contrary to what KSR says, County and YILA (and WSDOT) are implementing the plan which they laid out.

Fourth Ground for Dismissal

KSR's approach all along has failed to take into account Yakima County's interest in preserving the rail corridor as a functioning railroad. KSR takes the position that rail

²⁰ Exhibit B (Yakima County Commission Resolution No. 125-2007, March 6, 2007, and contract executed on behalf of County).

²¹ The contract provides that the County can waive all contingencies germane here except the ones requiring compliance with this Board's orders. See Exhibit B, p. 3.

reactivation will never occur. KSR conceives of the County's interest as therefore limited solely to trails. That is basically all that KSR wishes to discuss, or write about, or consider. Although the County certainly has a trail interest, the County's initial and governing motivation has been rail. KSR has yet to present the County with a viable location for a relocated rail line, let alone one which can be implemented at the same cost to the County and WSDOT as rehabilitation of the existing corridor. KSR compounds this by its unwillingness to pick up any additional costs relocation would cause. The County continues to receive expressions of interest in providing rail service on the Naches Branch (e.g., Exhibit C, dated March 13, 2007). Continued rail service remains the first choice of the Yakima County Commission. Only if WSDOT in fact lacks funding to complete the rehabilitation will the Commission proceed with a trail-only alternative.

But this leads to another point: even if KSR's implicit speculation were correct that WSDOT will not make money available to complete rehabilitation, then the entire Naches Branch nonetheless makes good sense for preservation for future rail reactivation ("railbanking") purposes. More specifically, even if the County and WSDOT are unable to put together a financing package for completion of rail improvements, the corridor should be preserved for future rail reactivation, and in the interim would make an excellent extension to the County's trail system. In addition, the County is exploring rail with

trail options in order to maximize public benefit from the corridor.

The applicable precedent makes clear that an adverse abandonment proceeding must give way to an exemption proceeding providing for railbanking in these circumstances. Indeed, the leading case on 16 U.S.C. § 1247(d) is on point. In State of Vermont and Vermont Railway, Inc. -- Discontinuance of Service Exemption -- in Chittenden County, VT, AB-265 (Sub-no. 1X), 3 ICC 2d 903, served July 7, 1987, aff'd, Preseault v. ICC, 853 F.2d 145 (2d Cir. 1988), aff'd, 494 U.S. 1, 110 S.Ct. 914 (1990), Rutland Railway Corporation obtained ICC abandonment authority for its rail properties in 1962. In 1964, State of Vermont acquired those properties but not as a common carrier (i.e., not subject to ICC's prior approval for entry or exit). At the same time, ICC approved Vermont Railway's application to lease and to operate the line. Rail use ceased in 1975. Disputes subsequently broke out concerning use and title to the right of way. Adjoining landowners sought a state court quiet title determination, which of course was preempted. They then filed an adverse abandonment determination in respect to the railroad corridor.

State of Vermont and Vermont Railway responded in part by filing a notice of exemption for discontinuance of Vermont Railway's operating rights. ICC authorized discontinuance, but in the same decision [see 51 Fed. Reg. 454 (Jan. 6, 1986)] authorized application of the Trails Act, 16 U.S.C. § 1247(d),

at the request of the City of Burlington (and with the consent of Vermont and Vermont Railway) because the City desired a trail on the property. In light of its application of 16 U.S.C. § 1247(d) in the exemption proceeding, ICC dismissed the adverse abandonment proceeding brought by the adjacent landowners.

Similar to the situation in State of Vermont and Vermont Railway, while the Naches Branch has not had actual rail service for many years, this Board continues to have common carrier regulatory jurisdiction (in Vermont, Vermont Railway had a common carrier leasehold interest; in the case at bar, there never was an abandonment authorization for the Naches Branch at any relevant time). Similar to what happened in State of Vermont and Vermont Railway, County and YILA (with the involvement of WSDOT) responded to KSR's efforts at adverse abandonment with a notice of exemption proceeding and a request for railbanking. The Board properly granted the notice of exemption and railbanked the Naches Branch under 16 U.S.C. § 1247(d), just as ICC did for the rail corridor at issue in State of Vermont and Vermont Railway. The Board's action applying the Trails Act in AB 600 (Sub-no. 1X) moots KSR's adverse abandonment proceeding as surely as ICC's application of the Trails Act in State of Vermont and Vermont Railway effectively mooted the adverse abandonment proceeding brought by KSR's counterparts there.

In the end, KSR's whole approach boils down to the position that future rail use of the line is simply a non-starter. KSR

concludes that it should therefore be allowed whatever private use of "its" portion of the corridor it chooses. Even if KSR were correct that rail use is over, KSR must lose here. When State of Vermont and Vermont Railway ended up before the Supreme Court, the adjoining landowners, making similar arguments to those of KSR in the case here, claimed that for railbanking to be applicable, there must be an actual reactivation plan. But the Supreme Court responded that

"Congress apparently believed that every line was a national asset that merits preservation even if no future rail use for it is currently foreseeable. Given the long tradition of congressional regulation of rail abandonments ..., that is a judgment that Congress is entitled to make."

Preseault v. ICC, supra, 494 U.S. at 19, 110 S.Ct. at 926. In the end, KSR's argument boils down to the assertion that rail reactivation is not foreseeable. However, as the Supreme Court said, that is not the issue. KSR's argument is with Congress, not with County and YILA, nor with this Board's decisions to date. Another way to view the matter is that KSR offers no basis to reverse what otherwise appears to be clear precedent upheld by the Supreme Court.²²

²² The words of the First Circuit in Reed v. Meserve, 487 F.2d 646, 649-50 (1973), are also germane here:

"To assemble a right of way in our increasingly populous nation is no longer simple. A scarcity of fuel and the adverse consequences of too many motor vehicles suggest that society may someday have need either for railroads or for the rights of way over which they have been built. A federal agency charged with designing part of our transportation policy does not overstep its authority when it prudently

KSR, through attachments to Mr. Kershaw's Verified Statement, makes representations, and presents letters exchanged, about settlement positions and negotiations in what the County thought was the context of confidential settlement discussions (that is certainly what the last page of our letter annexed to Kershaw's Statement said). KSR, through its attorney and Mr. Kershaw, now apparently wishes to argue about what happened in settlement discussions. Essentially all of that should be disregarded as both an inappropriate breach of confidentiality, and in any event as totally irrelevant to the issues before the agency.

The County states for the record that it will entertain a relocation of the Naches Branch so long as the relocation is consistent with rail reactivation and rail rehabilitation, can be done in compliance with STB regulations, and will not impose additional costs on the County. Unfortunately for KSR, WsDOT has calculated that it would cost \$974,480 to relocate the mile of railroad which KSR wants moved, if it is feasible to relocate it at all.²³ Thus far, no one has identified a corridor which

undertakes to minimize the destruction of available transportation corridors painstakingly created over several generations."

²³ See Protest and Comments, Appendix IV, as filed on March 12, 2004, in AB 600. This Board referenced the WsDOT figure in the Board's November 19, 2004 decision in AB 600 at p. 3. WsDOT has indicated it is prepared to allocate approximately \$300,000 to complete the entire remaining rehabilitation. See Protest and Comments filed March 12, 2004, in AB 600, Appendix IV at ¶1. The \$974,480 in additional costs that KSR seeks to impose would indeed render rail reactivation a non-starter. As KSR makes clear in its filings for reopening,

is consistent with rail reactivation, which can be done in compliance with STB regulations, and which will not impose additional costs on the County. Certainly so far no one has agreed to bear any additional rail reactivation costs were such a corridor to be found.

In the meantime, KSR continues to pursue a declaration in its state court proceeding against YILA that the Naches Branch is "abandoned" and no longer exists, and that YILA may not even enter the premises. This is nothing more than vexatious litigation totally at odds not only with this Board's determination in response to KSR motion practice that the line is subject to this Board's authority, but also with KSR's contention before this Board in its current petition that abandonment authority has lapsed. If KSR wishes to compose differences, it needs to stop trying to game play in state court and before this agency. It has to propose something that (a) complies with the law, (b) is economically rational, and (c) preserves Naches Branch for rail rehabilitation.

The County prudently wishes to preserve the Naches Branch intact and in accordance with this Board's regulations. There is an old cliché that goes "a bird in hand is worth two in a bush." Here KSR complains bitterly that the County will not trade the "bird in hand" (YILA's Naches Branch) for something

KSR is upset that County's attorney finally put a pin in KSR's bubble, but if no one can find the money to pay for the additional costs to rehabilitate a relocated corridor for rail, there simply is no viable alternative to the existing corridor.

that does not even amount to something in a bush. KSR claims in newspaper interviews that it favors a trail, but even there, it apparently favors a trail at least partly on some one else's property, and not on the Naches Branch.

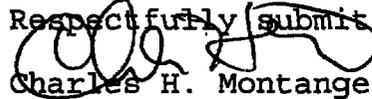
KSR claims that the County is too slow in preserving the line. Part of the slowness is a result of KSR's obstreperousness, as we have before indicated. See Reply filed Jan. 28, 2005, in AB 600. KSR's pursuit of vexatious litigation to frustrate the public benefit is not a grounds for KSR to obtain relief before this Board, nor are such threats conducive to any meaningful negotiations.

Status Report

As shown in Exhibits A and B, and as discussed above, YILA and Yakima County appear to be on the verge of a railbanking agreement, but subject to various contingencies, all of which are reasonable in the circumstances. Due to the contingencies, and the threats from KSR, the County and YILA believe that recent developments support their request for a NITU extension. In other words, while YILA will hopefully have signed the contract before March 31 (rendering it binding, subject to the contingencies), and while this may moot the need for a formal NITU extension, YILA and Yakima County continue to request such an order. We fear KSR will likely attack the contract as inadequate for railbanking purposes due to the contingencies on closing, or for some other contrived reason. The asset (Naches Branch) is too important to put an unnecessary risk. In

addition, the section 106 condition imposed by this Board on February 17, 2006 needs to be lifted and it is unclear when this will happen. In the circumstances, it is prudent to provide an extension, as County and YILA have requested. KSR's arguments for reopening, revocation of the NITU, non-extension of the NITU, and so forth in all events have no merit.

Respectfully submitted,


Charles H. Montange

426 NW 162d St.

Seattle, WA 98177

(206) 546-1936

for Yakima County, City of Yakima,
Naches, and Yakima Interurban
Lines Association

Exhibit A -- WsDOT letter, March 6, 2007

Exhibit B -- Yakima County Commission Res. 125-2007, March 6,
2006 and contract as executed on behalf of County

Exhibit C -- Letter dated March 13, 2007 from Frontier Rail to
Gary Ekstedt (Yakima County Engineer)

Exhibit D -- Letter to Ms. Wood (STB) from DAHP, March 2, 2007

Certificate of Service

By my signature below, I certify service on March 14, 2007, by U.S. Mail, postage pre-paid first class, of the foregoing upon the following counsel of record:

Paul Edmondson, Esq.
313 North Third St.
Yakima, WA 98901

(YILA)

Raymond L. Paolella, Esq.
City Attorney
City of Yakima
200 South Third St.
Yakima, WA 98901-2830

Gregory S. Lighty, Esq.
Halverson & Applegate, P.S.
1433 Lakeside Court, Suite 100
Yakima, WA 98907-2715

(Naches)

Terry Austin, Esq.
Chief Civil Deputy Pros. Atty
Yakima County Courthouse
128 North 2d St., Room 211
Yakima, WA 98901

Kevan Montoya, Esq.
Velikanje Moore & Shore
P.O. Box 22550
Yakima, WA 98907

(KSR)

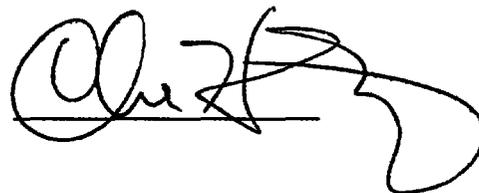
A handwritten signature in black ink, appearing to read 'Kevan Montoya', written over a horizontal line.

Exhibit A



**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: 1-800-833-6368
www.wsdot.wa.gov

March 6, 2007

Mr. Gary Ekstedt, P.E.
County Engineer
Yakima County
128 N. Second Street, Room 408
Yakima, WA 98901-2614

Public Services (i/s)

MAR 08 2007

Vern ___ Gary CP Don ___ Steve ___
Bill ___ Dave ___ Lisa ___ Carmen Q

Yakima County
Naches Rail Line Preservation Project
STPE-2039(034)
FUND AUTHORIZATION

Kent - C
Alan - C

Dear Mr. Ekstedt:

We have received FHWA fund authorization, effective February 20, 2007, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Right of Way	\$195,000	\$195,000

Enclosed for your information and file is a fully executed copy of Supplement Number 1 to Local Agency Agreement LA-6213 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

WSDOT authorization to proceed with construction is contingent upon receipt of your Right of Way Certification.

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

For: Stephanie Tax
Manager, Program Management
Highways & Local Programs Division

ST:dc:ac
Enclosure

cc: Roger Arms, South Central Region Local Programs Engineer



Local Agency Agreement Supplement

Agency Yakima County		Supplement Number 1
Federal Aid Project Number STPE-2039(034)	Agreement Number LA-6213	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on September 13, 2006

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Project Description

Name Naches Rail Line Preservation Project Length 14.26

Termini Naches Branch Line (Near Yakima, WA) to End of Line (near Naches, WA)

Description of Work No Change

Reason for Supplement

Request Obligation of Right of Way funds

RIGHT OF WAY

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 % Federal Aid Participation Ratio for PE	a. Agency	4,500.00		4,500.00		4,500.00
	b. Other					
	c. Other					
	d. State	500.00		500.00		500.00
	e. Total PE Cost Estimate (a+b+c+d)	5,000.00		5,000.00		5,000.00
Right of Way 100 % Federal Aid Participation Ratio for RW	f. Agency		192,000.00	192,000.00		192,000.00
	g. Other					
	h. Other					
	i. State		3,000.00	3,000.00		3,000.00
	j. Total RW Cost Estimate (f+g+h+i)		195,000.00	195,000.00		195,000.00
Construction % Federal Aid Participation Ratio for CN	k. Contract					
	l. Other					
	m. Other					
	n. Other					
	o. Agency					
	p. State					
	q. Total CN Cost Estimate (k+l+m+n+o+p)					
r. Total Project Cost Estimate (e+j+q)	5,000.00	195,000.00	200,000.00		200,000.00	

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By

By

Title Michael Leita, Chairman

Assistant Secretary for Highways and Local Programs

Yakima County Board of County Commissioners

Date Executed FEB 15 2007

Exhibit B

BOARD OF YAKIMA COUNTY COMMISSIONERS

IN THE MATTER OF APPROPRIATING)
FUNDS FOR THE PURCHASE OF THE)
FRUITVALE TO NACHES BRANCH)
RAIL LINE)

Resolution No. 125-2007

C 3264

WHEREAS, it is the intention of the Board of County Commissioners of Yakima County, Washington to purchase the Naches to Fruitvale Branch Rail Line from the Yakima Interurban Lines Association in order to Rail Bank and preserve the Rail corridor; and,

WHEREAS, moneys for the purchase of the aforesaid rail line is included in the officially adopted Yakima County 2007 Annual Road Construction Program under Item No. 23 and in the officially adopted Yakima County Six Year Transportation Improvement Program under Item No. 39; and,

WHEREAS, funding for the purchase of said Rail Line will be provided by a combination of Federal Surface Transportation Program Transportation Enhancement Funds and Special Purpose Paths & Trails funds; NOW THEREFORE,

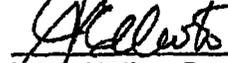
BE IT HEREBY RESOLVED that the funds for the purchase of the Fruitvale to Naches Branch Rail Line, are hereby authorized and appropriated from County Road funds in the amount of \$239,000.00, and that the project is designated as Yakima County Project C 3264.

Dated this 6th day of March, 2007.




Michael D. Leita, Chairman


Ronald F. Gamache, County Commissioner


J. Rand Elliott, County Commissioner
Constituting the Board of County Commissioners
for Yakima County, Washington

ATTEST:



Christina Steiner, Clerk of the Board

PURCHASE & SALE AGREEMENT

PARTIES:

SELLER: **YAKIMA INTERURBAN LINES ASSOCIATION,**
a Washington nonprofit public benefit corporation
313 N 3rd St
Yakima, WA 98901
(hereinafter referred to as "YILA")

PURCHASER: **YAKIMA COUNTY,**
a municipal corporation
128 N. Second St, 4th Flr
Yakima, Washington 98901
(hereinafter referred to as "Yakima County")

DATE: March 6, 2007

RECITALS:

A. YILA is the owner of certain real and personal property in Yakima County, Washington, and more particularly described on *Exhibit "A"* attached hereto and hereby incorporated by reference (the "Naches Branch" herein). As a matter of public record, the Naches Branch, or portions thereof, is subject to claims of liens of judgment creditors and other creditors asserting liens.

B. YILA was organized as a nonprofit corporation under the laws of the state of Washington, for the purpose of operating a railroad.

C. In Yakima Interurban Lines Association – Exemption – in Yakima County, STB dkt. AB 600 (Sub-no. 1X), decision served April 5, 2006, the Surface Transportation Board (STB) authorized Yakima County and YILA to negotiate an agreement for the preservation of the Naches Branch pursuant to 16 U.S.C. 1247(d) ("interim trail use" or "railbanking" agreement) providing for continued use as a trail and preservation of the railroad corridor for possible future rail reactivation.

D. Yakima County desires to purchase the Naches Branch pursuant to the referenced authorization from the STB and pursuant to 16 U.S.C. 1247(d), provided the contingencies hereinafter set forth can be satisfied to the satisfaction of Yakima County.

E. The sale by YILA and purchase by the Yakima County of the Naches Branch would be consistent with possible future restoration of rail service on the line, as well as allow interim trail use, or alternatively rail with trail use.

F. YILA desires to transfer the ownership of the Naches Branch to Yakima County pursuant to the referenced STB authorization and pursuant to 16 USC 1247(d), subject to completion or satisfaction of all environmental and historic preservation conditions imposed by STB.

IN CONSIDERATION of the covenants herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **AGREEMENT TO SELL/PURCHASE: DESCRIPTION OF NACHES BRANCH:** Subject to the terms of this Agreement, YILA shall sell to Yakima County, and Yakima County shall purchase from YILA, the Naches Branch. The Naches Branch, is further defined as follows:

"Naches Branch" shall mean the real estate, improvements and property, together with the right to reactivate service (unless, and except to the extent, already required to be transferred by prior agreements), easements, rights of way, privileges and benefits related or appurtenant thereto, more fully described on *Exhibit "A"*. The parties authorize the Closing Agent to correct and conform the description of the Naches Branch to the description as determined by survey, if deemed necessary by Yakima County.

Other than the right to reactivate, which is covered by another agreement, YILA shall also assign to Yakima County, effective on the date of Closing, any and all assignable rights and obligations of YILA that are related to the Naches Branch to the extent such rights and obligations are effective after Closing and are set forth in any agreement identified on *Exhibit "B"* attached hereto. Yakima County shall accept the assignment of all such rights and obligations of YILA, effective on the date of Closing, in accordance with the terms of each applicable agreement and the terms of this Agreement. YILA, and not Yakima County, shall be responsible for performing all of YILA's duties in assigned agreements which are required to be performed on or before the date of Closing. Yakima County, and not YILA, shall be responsible for performing all assigned duties in assigned agreements which are required to be performed after the date of Closing. BNSF Acquisition, Inc. ("BNSF" herein) has reserved all rights and obligations set forth in any agreement identified in *Exhibit "B"* to the extent those rights or obligations are related to property owned by BNSF or The Burlington Northern and Sante Fe Railway Company ("Railway" herein). Nothing herein shall be construed to modify the prior agreement by which YILA agreed to transfer the right to reactivate rail service to Yakima County. Yakima County shall

comply with environmental and historic preservation conditions imposed by STB in STB dkt. AB 600 (Sub-no. IX), including post-closing conditions.

2. **PURCHASE PRICE: PAYMENT:** The purchase price for the Naches Branch shall be *Two Hundred Thirty Nine Thousand Dollars (\$239,000.00)* and shall be paid in cash or collected funds at Closing.
3. **CONTINGENCIES:** This Purchase and Sale Agreement is subject to the following conditions being satisfied on or before closing:
 - 3.1 Authorization of grant funds in the amount of One Hundred and Ninety-Two Thousand Dollars (\$192,000.00) from the Washington State Department of Transportation to fund the purchase price.
 - 3.2 Continued effectiveness of the orders in STB dkt. AB 600—(Sub-no. IX) authorizing YILA to transfer the Naches Branch to Yakima County pursuant to 16 U.S.C. 1247(d) and no limitation imposed by STB which prevents sale or transfer of the Naches Branch or some portion thereof until completion of some condition.
 - 3.3 Satisfaction of all liens, judgments and warrants against YILA and the Naches Branch, as shown by a Plant Information Guarantee. Yakima County is hereby authorized to contact and negotiate with such lien holders for satisfaction of such liens, judgments and warrants, but by doing so is acting solely in the interests of Yakima County and assumes no liability for payment of such obligations. Any agreement to satisfy such obligations shall be subject to the approval of YILA.
 - 3.4 BNSF and Railway, as parties to Agreement for Donation of Certain Assets, Rights and Obligations ("Donation Agreement" herein) between BNSF, Railway and YILA dated February 18, 1999, consenting to this purchase and sale and agreeing to modify and amend the Donation Agreement to the satisfaction of Yakima County in its sole discretion. Yakima County is hereby authorized to contact and negotiate with BNSF and Railway to obtain its consent modify and amend the Donation Agreement, but by doing so is acting solely in the interests of Yakima County and assumes no liability under such Donation Agreement, except as Yakima County may agree in writing. Any agreement to modify and amend the Donation Agreement shall be subject to the approval of YILA.

With the exception of the conditions in subparagraphs 3.1 and 3.2 above, Yakima County, at its option, may waive in whole or in part any of the above conditions.

4. **CONDITION OF TITLE:** The status of YILA's title will be shown in a Plant Information Guarantee. ("Title Report" herein) issued by Valley Title Guarantee, which Title Report will be ordered by Yakima County. Yakima County will pay the cost for such Title Report. Said Title Report shall have attached photocopies of all documents shown as encumbrances to YILA's title. Title shall be free of all encumbrances, conditions or defects, except those approved by Yakima County. Encumbrances, conditions or defects not approved by Yakima County shall be discharged by YILA and paid from YILA's funds at Closing. If YILA is unable to discharge encumbrances, conditions or defects as required by Yakima County in its sole discretion, this Agreement shall terminate and be of no force or effect. Nothing herein shall be construed to require YILA to secure fee title in property in which it originally acquired a lesser interest for purposes of satisfaction of its obligations to Yakima County pursuant to this contract. Nothing herein shall require YILA to transfer the Naches Branch other than by quitclaim deed invoking 16 U.S.C. 1247(d) and STB orders in STB dkt. AB 600 (Sub-no. 1X) authorizing the application of 16 U.S.C. 1247(d) to this transaction.
5. **POSSESSION:** Yakima County shall be granted possession of the Naches Branch at the time of Closing.
6. **YILA REPRESENTATIONS AND WARRANTIES; DEFINITIONS:**
- 6.1. **Representations and Warranties:** YILA makes the following warranties and representations:
- 6.1.1. YILA has the right, power and authority to execute and enter into this Agreement and to perform its duties and obligations under this Agreement in accordance with the terms, conditions and provisions of this Agreement. YILA's performance in this transaction shall not conflict with or constitute a default under the terms and conditions of any agreement to which YILA is bound or are a party, or any order or regulation of any governmental body having jurisdiction over the YILA or the Naches Branch.
- 6.1.2. To YILA's knowledge, there is no undisclosed legal action of any kind or nature affecting the Naches Branch which will detrimentally affect Yakima County completing the purchase of the Naches Branch.

- 6.1.3. To the best of YILA's actual knowledge, there are no underground storage tanks on, about, under or within the Naches Branch.
- 6.1.4. YILA has not received any written notice or other communication that it is or may be a potentially responsible person or otherwise liable in connection with any waste disposal site allegedly containing any Hazardous Substances, or other location used for the disposal of any Hazardous Substances, or notice of any failure on its behalf to comply in any respect with any Environmental Law or the requirements of any Environmental Permit.
- 6.1.5. YILA has not received any 60-day notice of intent to sue under the Federal Water Pollution Control Act or under any other Environmental Law.
- 6.1.6. To the best of YILA's actual knowledge, no lien exists, and no condition exists that could result in the filing of a lien against the Naches Branch under any Environmental Law or relating to any Environmental Matter.
- 6.1.7. YILA has not been requested or required by any governmental authority to perform any investigatory or remedial activity or other action in connection with any Environmental Condition.
- 6.1.8. YILA has not received any written notice alleging violation of any Environmental Laws with respect to the Naches Branch, nor, to the best of YILA's actual knowledge, have there been any written claims, demands, or suits made against any person regarding potential liability for environmental violations, response costs, or natural resource damages in connection with the Naches Branch.
- 6.1.9 To the best of YILA actual knowledge, there are no Hazardous Substances presently located on or under the Naches Branch.

6.2 **Definitions:**

- 6.2.1. **Environmental Conditions** means conditions involving the presence of Hazardous Substances in soil, surface waters, groundwater, and sediments.
- 6.2.2. **Environmental Law** means, as amended from time to time, any local, state, federal, or foreign laws, rules, ordinances, regulations, applicable permits, and applicable orders now or hereafter enacted relating to (a) the protection of human health or the environmental,

including the Clean Air Act, 42 USC Section 7401, et seq.; the Clean Water Act (Federal Water Pollution Control Act), 33 USC Section 1251, et seq.; the Safe Drinking Water Act, 42 USC Section 300f, et seq.; the Occupational Safety and Health Act, 29 USC Section 641, et seq.; the Emergency Planning and Community Right-to-Know Act, 42 USC Section 11001 et seq.; the Toxic Substance Control Act, 15 USC Section 2601, et seq.; the Water Pollution Control Act, RCW 90.48, et seq.; the Dairy Nutrient Management Act, RCW 90.64, et seq.; the Hazardous Waste Management Statute, RCW 70.105D, et seq.; the Washington Toxic Substance control Act, RCW 70.105B, et seq.; and the Washington Clean Air Act, RCW 70.94, et seq. or (b) the use, storage, generation, production, treatment, emission, discharge, remediation, removal, or disposal of Hazardous Substances, including without limitation, the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC Section 9601, et seq.; the Resource Conservation and Recovery Act, 41 USC Section 6901, et seq.; the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; and the Washington Model Toxics Control Act, RCW 70.105D, et seq.

6.2.3. Hazardous Substances means:

6.2.3.1. Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", "pollutants", or "solid wastes" in the Federal

Resource Conservation and Recovery Act of 1976, 42 USC Section 6901, et seq.; the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; and the Toxic Substance Control Act, 15 USC Section 2601, et seq., and in the regulations promulgated pursuant to said laws, all as amended from time to time; and

6.2.3.2. Those substances defined as "pollutants", "dangerous wastes", "hazardous wastes", or as "hazardous substances" under the Federal Clean Water Act, 33 USC Section 1251, et seq., Water Pollution Control Act, RCW 90.48, et seq., the Dairy Nutrient Management Act, RCW 90.64, the Hazardous Waste Management Statute, RCW 70.104, et seq., the Washington Toxic Substance Control Act RCW 70.105B, et seq., the Washington Model Toxics Control Act, RCW 70.105D, et seq., the Washington Clean Air Act, RCW 70.94, et seq., the Toxic Substance Control Act, 15 USC Section 2601, et seq., and in the regulations promulgated pursuant to said laws, all as amended from time to time; and

6.2.3.3. Those substances listed in the United States Department of Transportation Table (49 CFR Part 172.101 and amendments thereto) or by the Environmental Protection Agency (or by any successor agency) as hazardous substances; and

6.2.3.4. Stormwater discharges regulated under any federal, state, or local law, ordinance or regulation relating to stormwater, including but not limited to the federal Clean Water Act, and the regulations promulgated thereunder, all as amended from time to time; and

6.2.3.5. Such other substances, materials, and wastes which are or become regulated under applicable local, state, or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or

local laws or regulations, all as amended from time to time; and

6.2.3.6. Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyols, (D) designated as a "hazardous substance" pursuant to Section 311 of the federal Clean Water Act, 33 USC Section 1251, et seq. or listed pursuant to Section 307 of the Clean Water Act, (E) flammable explosives, (F) radioactive materials, (G) lead based paint, or (H) radon gas.

7. **DATE OF CLOSING:** The date of Closing of the sale and purchase transaction shall be no later than September 4, 2007, and if the contingencies set forth herein are not satisfied by that date, this Agreement shall be of no force or effect, unless extended in writing by mutual Agreement of the parties. The sale and purchase shall be closed in the office of Valley Title Guarantee. The parties shall deposit with the closing agent all instruments and documents and monies necessary to complete the sale of the Naches Branch, which will include but will not be limited to a Quit Claim, Deed, Bill of Sale and Closing Escrow Instructions.

8. **CLOSING COSTS:**

- 8.1. **Closing Escrow Fees:** Yakima County shall pay all closing escrow fees.
- 8.2. **Real Estate Excise and Sales Tax:** Yakima County shall be responsible for payment of real estate excise tax and sales tax, if any, on this transaction.
- 8.3. **Title Report:** Yakima County shall be responsible for payment of the Title Report Costs.
- 8.4. **Recording Fees:** Yakima County shall pay all recording fees.
- 8.5. **Attorney Fees:** Each party shall pay their own attorney fees in connection with this transaction.
- 8.6. **Proration: Taxes:** Prepaid rentals, utilities, and other income or fees attributable to the Naches Branch interests to be transferred by YILA to Yakima County, under the terms of this Agreement shall be prorated between YILA and Yakima County in such manner as to allocate to YILA all income and expenses attributable to the Naches Branch that have been received, or for which bills have been received, on or prior to the date of Closing; and to allocate to Yakima County all income and expenses attributable to the Naches Branch that are received, or for which bills are received after the date of Closing. YILA shall be responsible for all real estate and personal

property taxes applicable to the Naches Branch through Closing. Yakima County shall be responsible for all real estate and personal property taxes, if any, that are applicable to the Naches Branch commencing on, and following, Closing. All real estate and personal property taxes payable by YILA shall be paid from YILA's funds at Closing.

9. **THIRD PARTY RIGHTS:** No party other than YILA and Yakima County, and their successors and assigns, shall have any right to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of said parties, their successors or assigns, and not for the benefit of any other party.

10. **SPECIFIC PERFORMANCE:** If either party defaults under this Agreement, the non-defaulting party may seek specific performance of this Agreement, damages, or any other remedy available at law or equity.

11. **GENERAL PROVISIONS:**

11.1. **Notices:** Notices under this Agreement shall be in writing and may be delivered (1) personally; (2) by U.S. mail, certified or registered; (3) by a nationally recognized overnight courier service; or (4) by facsimile transmission, if a facsimile number has been provided by the party receiving notice, with a copy to be sent by U.S. first class mail. Mailed notices shall be deemed effective on the third day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address shown above. Couriered notices shall be deemed delivered when the courier's records indicate that delivery has occurred. Facsimile notices shall be effective when actually transmitted to the facsimile number provided. Either party may change its address for notices by written notice to the other.

11.2. **Attorney's Fees:** In the event of any dispute arising out of or relating to this Agreement, whether suit or other proceeding is commenced or not, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings or in bankruptcy (including without limitation any adversary proceeding or contested matter in any bankruptcy case), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney's fees.

11.3. **Documents:** Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper

under the circumstances in order to accomplish the intents and purposes of this Agreement to carry out its provisions.

- 11.4. **Computation of Time:** Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 9:00 p.m. of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 9:00 p.m. of the next business day. Any specified period of five (5) days or less shall include business days only.
- 11.5. **Time of Essence:** Time is of the essence of each and every provision of this Agreement.
- 11.6. **Legal and Tax Implications:** This Agreement affects legal rights and obligations and will have tax implications. If any party has any questions regarding this Agreement and any addendums, attachments or other related documents, such party should consult an attorney or tax advisor.
- 11.7. **Covenants of Cooperation; Best Efforts to Close:** The parties agree to cooperate with each other and to execute such additional documents and instruments, including escrow instructions, as may be reasonably required to consummate the transaction contemplated hereby. The parties shall each use their best efforts to satisfy any expressed or implied condition precedent to closing. No party will unreasonably withhold any cooperation necessary to bring about the closing of the transaction contemplated hereby.
- 11.8. **Headings:** The headings included herein are for reference only and are not part of the Agreement. The headings shall not control or alter the meaning of this Agreement.
- 11.9. **Counterparts/Facsimile:** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile transmissions of any signed original document, and retransmissions of any signed facsimile transmissions, shall be the same as delivery of an original.
- 11.10. **Survival of Agreements:** The representations, covenants, agreements, warranties and indemnifications of this Agreement shall survive closing, except as otherwise expressly stated.

12. **NO JOINT VENTURE:** No party is the agent, partner, or joint venture partner of the other.

13. ASSIGNABILITY: Yakima County shall not assign this Agreement, or any part thereof, without the prior written consent of YILA, which consent will not be unreasonably withheld. This Agreement shall not be assignable by operation of law.

14. EARNEST MONEY: There is no earnest money.

15. 16 USC 1247(d): By execution of this Agreement, Yakima County agrees upon closing to assume the duties and responsibilities required by 16 U.S.C. 1247(d) to the extent required by law in connection with the Naches Branch, including responsibility for management, for taxes (if any are applicable after the date of closing), and for legal liability, except to the extent Yakima County is lawfully immune from legal liability.

SELLER:

**YAKIMA INTERURBAN LINES
ASSOCIATION, a Washington
nonprofit public benefit corporation**

By: _____
President
Attest:

Secretary

PURCHASER:

**YAKIMA COUNTY, a municipal
corporation**

By: _____
Mike Leita, Commissioner

By: _____
Ronald F. Gamache, Commissioner

By: _____
Rand Elliott, Commissioner



Attest: Christina S. Steiner

Christina S. Steiner
Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney
Of Yakima County, Washington

EXHIBIT "A" - Description of Naches Branch

All of YILA's rights, title and interest, if any, in real estate and improvements constituting the former rail corridor of BNSF Acquisition, Inc. and The Burlington Northern and Santa Fe Railway Company 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.

TOGETHER WITH all of YILA's rights, title and interest in the following property located on the above described rail corridor, subject to all limitations on YILA's rights, title and interest to the following:

All rail, ties, spikes, tie plates, rail anchors, bridges, culverts, signaling and road crossing protection equipment, and other supporting structures, radio base stations, ballast, turnouts, switches, track materials and supplies.

TOGETHER WITH any and all assignable rights and obligations of YILA that are related to the Naches Branch to the extent such rights and obligations are effective after Closing and are set forth in any agreement identified on *Exhibit "B"* attached hereto.

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 15, TOWNSHIP 13 NORTH, RANGE 10 EAST, SHOWN IN THE RECORDS OF THE BURLINGTON NORTHERN AND SANTA 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 15, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST 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 THE NORTHWEST 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 56+08 AS SHOWN IN THE RECORDS OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S RECORD AND THE TERMINUS OF LINE SALE DESCRIPTION.

EXHIBIT "B"

**AGREEMENTS ASSIGNED TO
YAKIMA COUNTY IN WHOLE OR IN PART**

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CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
MP 00043407.00	YAKIMA, CITY OF LONGITUDINAL WATER PIPELINE ON BRIDGE TO WACNES BRANCH ROAD WITH TWO CROSSINGS? ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE 075401	03/27/56		WA, WACNES	07-04/0000
MP 00081403.00	YAKIMA, CITY OF 16 INCH WATER PIPELINE, MP. 3+4500; ASSIGNED TO YAKIMA-INTERMEDIARY LINES ASSN.; SEE 075401	10/01/56		WA, BRIDGE	07-04/0000
MP 00091803.00	YAKIMA, CITY OF 8 INCH CHAIN PIPELINE, MP. 3+5280 FT.; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE 075401	10/01/56		WA, BRIDGE	07-04/0000
MP 00022786.00	WACNES, CITY OF RECONSTRUCTION OF SCHWARTZ AVENUE, MP. 13.15; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE 075401	03/23/64		WA, WACNES	07-06/0000
MP 00016266.00	WASHINGTON, STATE OF IMPROVEMENT OF PARKWAY STATE HWY. NO. 9 BETWEEN FRUITVALE, WASHINGTON & JACOBSON, WASHINGTON; PARTIALLY ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE 075401; -LAN-NO. 1 #2353	03/05/65		WA, BRIDGE	07-06/0000
MP 00019033.00	WASHINGTON, STATE OF STATE HWY. DEPT. HWY. EASEMENT FOR ROAD BRIDGES AT MP. 3+1739 & MP. 3+1875; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE 075401	06/28/69		WA, FRUITVALE	07-08/0000
MP 00051202.00	YAKIMA, COUNTY OF ESTABLISH HWY. ACROSS ROAD NEAR MP. 0.00; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE 075401	04/13/33		WA, ESCRAMON	07-09/0000
MP 00000205.00	WASHINGTON, STATE OF STATE HWY. DEPT. OF COUNTY OF YAKIMA, WASHINGTON; INITIAL 24 FT. CROSSING & RAIL ON 60TH AVE., SS. 145+87, MP. 3+000; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE 075401	04/14/70		WA, FRUITVALE	07-05/0000
MP 00017329.00	WASHINGTON, STATE OF RELOCATE CROSSING SIGNALS & REPLACE 12 CHANNEL OVER ARCHES WITH 20 FOOT ARCHES ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE 075401; -LAN-NO. 1 #24672	07/02/63		WA, BRIDGE	07-03/0000
MP 00065973.00	WASHINGTON, STATE OF 15 FT. MAUL ROAD CROSSING, MP. 3+035 FT.; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE 075401	03/16/84		WA, FRUITVALE	07-03/0000
MP 00002164.00	WASHINGTON, STATE OF PARKWAY & INTERSTATE WITH THE WASTIC STEAD ON BRIDGE & OLD WACNES BRIDGE L.S. 444, MP. 5+267 ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE 075401	07/22/97	02/14/99	WA, BRIDGE	07-03/0000

PAGE: 2
SHEET: 1/11

EXTENDED SEARCH RESULTS REPORT
APRIL 1987, MONTHS 1 & 2 OF 1987, CO.

DATE: 02/12/99
TIME: 09:04:51

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CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
MP 00001854.00	REASONS PROFIT & COLD STORAGE, INC. COLD TRACK, MP, 914531; ASSIGNED TO YAKIMA INTERURBAN LINES AREA.; SEE 015401;	11/19/73		WA, BLEED	10-11/URUR
OR 00000844.00	PALMER & LEWIS CO., INC. COLD SPUR TRACK, NO. 117482.50; ASSIGNED TO YAKIMA INTERURBAN LINES AREA.; SEE 015401;	12/01/77		WA, PASTIWALE	10-11/URUR
MP 00000321.00	BIG SEVEN FRUIT WAREHOUSES, INC. EXTENSION OF SPUR TRACK; ASSIGNED TO YAKIMA INTERURBAN LINES AREA.; SEE 015401; -LAW-NO.1 814232	12/27/76		WA, BLEED	10-11/URUR
MP 00011118.00	ALLIUM BROTHERS 154 FEET OF BRIDGE YACOMA DIV. 24TH SW. RACHES BRANCH SEC. NO. 22. ASSIGNED TO YAKIMA INTERURBAN LINES AREA.; SEE 015401; -LAW-NO.1 821403	06/26/72		WA, RACHES	10-11/URUR
MP 00010317.00	ROSE FARMS, INC. COLD TRACK TO REVIVE INDUSTRY, NO. 570198; ASSIGNED TO YAKIMA INTERURBAN LINES AREA.; SEE 015401; -LAW-NO.1 823105	05/06/77		WA, ESCUBINCH	10-11/URUR
MP 00010723.00	LARSEN LUMBER CO., INC. SPUR TRACK TO SERVE INDUSTRY; ASSIGNED TO YAKIMA INTERURBAN LINES AREA.; SEE 015401; -LAW-NO.3 824038	12/20/80		WA, RACHES	10-11/URUR
MP 00007344.00	INTERNATIONAL WOOD INDUSTRIES, INC. NO. OF INDUSTRIAL TRACK; 01-26018; ASSIGNED TO YAKIMA INTERURBAN LINES AREA.; SEE 015401;	04/07/78		WA, BLEED	10-11/URUR
MP 00047082.00	J&J WOOD PRODUCTS, INC. LOADING DOCK FOR LOADING & UNLOADING OF RAIL CARS; WIDE-L-1; ASSIGNED TO YAKIMA INTERURBAN LINES AREA.; SEE 015401;	04/01/90		WA, RACHES	PH-10/URUR
LC 00212354.00	REPAIRS PAINT & COLD STORAGE, INC. CORRIDOR & SPUR TRACK; WAGONWAY FROM SS. 407407 TO ST. 407433 & SPUR TRACK FROM SS. 407417 TO SS. 472485; ASSIGNED TO YAKIMA INTERURBAN LINES AREA.; SEE 015401;	08/09/73		WA, BLEED	PH-10/URUR
LC 00217013.00	WUTING, CONNOR LEE SHEDS & YARD; ASSIGNED TO YAKIMA INTERURBAN LINES AREA.; SEE 015401; FILE NOT FOUND, LOCATION UNKNOWN;	04/16/75		WA, RACHES	PH-10/URUR
LC 00220872.00	WELLS, EVERETT ARBIT DINA PAINTED WOOD COFFAGE CURB & CURB & CURB SITES; CANCELS LC 1201978;	07/16/75		WA, BRACE	PH-10/URUR

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CONTRACT NO. CONTRACT DATE IDENTIFICATION DATE LOCATION TYPE CODE

CONTRACT NO.	CONTRACT DATE	IDENTIFICATION DATE	LOCATION	TYPE CODE
LC 00226675.00	11/01/77		WA, BRACE	PR-10/BRAC
LC 00227030.00	01/01/78		WA, BLEED	PR-10/BRAC
LC 00244776.00	06/01/83		WA, BLEED	PR-10/BRAC
LC 00245083.00	09/16/83		WA, BRACES	PR-10/BRAC
LC 00255692.00	11/01/83		WA, BRACES	PR-10/BRAC
LC 00246572.00	03/16/86		WA, BRACES	PR-10/BRAC
LC 00246948.00	10/01/85		WA, BLEED	PR-10/BRAC
LC 00100641.00	01/04/88		WA, BRACES	PR-10/BRAC
LC 00500145.00	03/01/90		WA, BRANCH	PR-10/BRAC
LC 00526015.00	05/01/91		WA, BRACES	PR-10/BRAC
LC 00526042.00	05/12/92		WA, BRACE	PR-10/BRAC

CONTRACT / DESCRIPTION

ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-J SEE WFS401;
 LLOYD GARDNER CO.
 STORING FRUIT ON BLACKTOP;
 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-J SEE WFS401;
 NORTHWESTERN FRUIT & PACKING CO.
 SITE FOR STORAGE & PACKING, MP. 7642 TO MP. 791176;
 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-J SEE WFS401;
 WUNDERLY & SONS CONTRACTOR
 CHAIN LINK SECURITY FENCE;
 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-J SEE WFS401;
 ROTT, MIKE
 PASTURE, MP. 942975 TO MP. 943455;
 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-J SEE WFS401;
 MAYNES, JOHN N. & GENEVOLTA W.
 PORTION OF BAKKING & YARD;
 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-J SEE WFS401;
 BRACES 1.000 CLUB
 IDENTIFICATION;
 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-J SEE WFS401;
 MILLER, ALLEN
 LUMP, CLEANUP, BEAUTIFICATION, BEGINNING AT SS. 318+02, MP. 2.00;
 CANCELS CONTRACT NO. 003372;
 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-J SEE WFS401;
 OLSON, LARRY LYNN
 LEASE PREMISES FOR STORAGE OF FRUIT & PROCESSING; CANCELS LC #00272;
 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-J SEE WFS401;
 TOSSON RICHARDS, INC.
 OFFICE, BOX STORAGE YARD, LOADING PLATFORM & ACCESS ROOFS;
 CANCELS LC #21474;
 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-J SEE WFS401;
 BRACES, TOWN OF
 WASHINGTON CENTRAL NO. CO.; MCI;
 LEASE OF LAND TO RIDER STREETS;
 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-J SEE WFS401;
 McDowell, Gary
 WASHINGTON CENTRAL NO. CO.; VICE;
 LEASE SITE FOR FRUIT STAND, NEAR MP. 5; CANCELS LEASE LC #201017;

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CONTRACT NO.	CONTRACT / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
LC 00024167.00	ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-1 SEE 075401; BREWSTER, RONALD, WASHINGTON CENTRAL RR. (NORC) LEASED PREMISES FOR COLD STORAGE UNDERUSE; CANCELS LC 0753601 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-1 SEE 075401	11/01/75		WA, BACRES	PR-10/0000
MP 00002702.00	PACIFIC POWER & LIGHT CO., REPLACING OF MIDDLE NO. 3 ON THE BACRES BRANCH NEAR FRUITVALE, ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-1 SEE 075401	06/15/79		WA, FRUITVALE	PR-10/0000
MP 00064328.00	YAKIMA COUNTY NONRESIDENTIAL OFFICE NEAR SHOOKST BROTHERS, INC.-1 SITE FOR STORAGE OF BONES; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-1 SEE 075401	06/01/85		WA, BACRES	PR-10/0000
MP 00063352.00	SQUIRE TRUMAN CORP., TO FOOT STRIP OF LAND FOR OCCASION CULTIVATION, ADVISE POSSESSION CLAIM, AGREEMENT NOT EXECUTED; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-1 SEE 075401	01/22/70		WA, BACRES	PR-10/0000
MP 00060695.00	PERMIT, R-1 ASSIGNED TO JEAN PERRET MARITIS/ LEASE PREMISES FOR PORTION OF A YARD; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-1 SEE 075401	06/01/80		WA, BACRES	PR-10/0000
MP 00091798.00	PRICE COLD STORAGE & PACKING CO., SITE FOR EMILT & ROBERTIC UNDERUSE; CANCELS MP 0750765 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-1 SEE 075401	07/19/82		WA, CLEED	PR-10/0000
MP 00093932.00	MACHEE LOGS CLUB LEASE OF DEPOT BUILDING AREA; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-1 SEE 075401	06/01/83		WA, BACRES	PR-10/0000
MP 00101900.00	ROBEY TANKS, INC., LEASE TO INSTALL & MAINTAIN A BLACKTOP ROAD BETWEEN MP. 11 & MP. 12/ ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-1 SEE 075401	03/01/70		WA, BACRES	PR-10/0000
MP 00060735.00	INTERNATIONAL WOOD INDUSTRIES, INC., INDEFINITE TERM LAND LEASE FOR PALLET STORAGE & FENCED PASTURE LOT, IRON MOUNTAIN NO. 216287; CANCELS LC 0754177 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-1 SEE 075401	06/01/78		WA, CLEED	PR-10/0000
MP 00090577.00	PRICE COLD STORAGE & PACKING CO., INC., WASHINGTON CENTRAL RR. CO., WELL FOR FIRE PROTECTION ON MP# 100/ ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-1 SEE 075401	06/21/66		WA, CLEED	PR-10/0000

CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
WA 00043053.00	ALCINE, IRON W. WASHINGTON CENTRAL RR. CO.; 16 FOOT PRIVATE CROSSING, SS. 334-30, RP. 4-2097; VCCB NO. WCC-91-PYX-1064; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.-; SEE WFS401;	06/01/74		WA, GLEED	PR-PC/URR
WA 00043078.00	MCCRESHUE, JAMES VCCB; PRIVATE ROAD & CROSSING, RP. 4-3177; WCC-95-C-1014; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.-; SEE WFS401;	07/21/88		WA, GLEED	PR-PC/URR
LC 00201138.00	McLAUGHLIN, BELDEN W. PRIVATE ROAD CROSSING, RP. 4-401; CANCELS CONTRACT NO. 40264; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.-; SEE WFS401;	08/16/70		WA, GLEED	PR-PC/URR
LC 00206197.00	WASHINGTON, STATE OF DEPARTMENT OF HIGHWAYS; STATE INT. COMMISSION; 16 FT. PLANKED CROSSING, SS. 178-05, RP. 3-2894; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.-; SEE WFS401;	07/16/72		WA, FRUITVALE	PR-PC/URR
LC 00221324.00	HOMER, RALPH B. PRIVATE 16 FOOT CROSSING, SS. 234-29, RP. 4-2041; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.-; SEE WFS401;	05/01/78		WA, GLEED	PR-PC/URR
LC 00223547.00	WASHINGTON, STATE OF PRIVATE 24 FT. ROAD CROSSING, RP. 2-5107; PARTIALLY ASSIGNED TO TACOMA INTERURBAN LINES ASSN.-; SEE WFS401;	11/01/76		WA, FRUITVALE	PR-PC/URR
LC 00239381.00	RA LUMBER CO. 160 PRIVATE ROAD CROSSING, SS. 155-25; RP. 2-4307 FT; PARTIALLY ASSIGNED TO TACOMA INTERURBAN LINES ASSN.-; SEE WFS401;	11/01/81		WA, FRUITVALE	PR-PC/URR
LC 00244655.00	BANDISER, RICK J. 16 FOOT PLANK ROAD CROSSING, SS. 142-35, RP. 3-1328 FT.-1 ASSIGNED TO TACOMA INTERURBAN LINES ASSN.-; SEE WFS401;	07/16/85		WA, FRUITVALE	PR-PC/URR
LC 00244660.00	PLUMMER, RICK J. 160 PRIVATE CROSSING, SS. 144-04, RP. 2-1877; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.-; SEE WFS401;	07/16/83		WA, FRUITVALE	PR-PC/URR
LC 00524025.00	AKLAND PUMP & FRICTION CO., INC. WASHINGTON CENTRAL RR. CO.; VCCB; 22 FT. PLANKED CROSSING, SS. 149-38, RP. 3-0317 ASSIGNED TO TACOMA INTERURBAN LINES ASSN.-; SEE WFS401;	07/25/91		WA, FRUITVALE	PR-PC/URR
LC 00524101.00	MCCS, TONY A LINDA 16 FOOT PRIVATE ROADWAY, SS. 654-50, RP. 12-2200; WCC-93-PYX-1064;	02/01/93		WA, MACHES	PR-PC/URR

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KETRONO SEARCH RESULTS REPORT
MUAL INDIAN MOUNTAIN & SANTA FE RHT. CO.

DATE: 02/12/99
TIME: 07:08:57

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CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
LC 00524157.00	ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401; HEIN, WELONES A. A. MARQUIN, AL. B. 16 FOOT PRIVATE CROSSING, SS. 49704, NP. 9.46; KSC-93-PK-1005 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	02/01/95		WA, KERSHAW	PR-PC/RRHR
LC 00524159.00	STROJIS, DAILORE 30 FOOT PRIVATE CROSSING, L.I. 40, SS. 654450, NP. 32+2200; KSC-93-PK-1012 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	02/01/97		WA, HANCOCK	PR-PC/RRHR
NP 00046363.00	CAMPBELL, CLARENCE ASSIGNED TO H.A. STEPHENSON; PRIVATE CROSSING, NEAR NP. 6.00; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	11/14/46		WA, BLEED	PR-PC/RRHR
NP 00049791.00	DUNLAP, JIMMIE PRIVATE CROSSING; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401; FILE NOT FOUND, LOCATION UNKNOWN	05/01/49		WA, HANCOCK	PR-PC/RRHR
NP 00049797.00	TURNER, BO PRIVATE ROAD CROSSING, NP. 3+7356 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	05/16/49		WA, TRUITT/VALE	PR-PC/RRHR
NP 00073170.00	WELLS, CP & JV PRIVATE ROAD CROSSING, NEAR NP. 8.00; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	12/01/50		WA, ESCRIBACH	PR-PC/RRHR
NP 80079403.00	LENA TRUITT CO. SHERY B. REESE; NETINA REESE; LORCHA R. LARRY; KATHERINE LANN; WELLS; JENN LANN; SWINELL ONA THE LANN TRUITT CO.; 16 FOOT PRIVATE CROSSING, NEAR SS. 340+40.50, NP. 7.00; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	01/01/55		WA, BLEED	PR-PC/RRHR
NP 00083764.00	BOE LAMBS INC. PRIVATE CROSSING ACCESS TO TRUITT UNDERPASS, NEAR NP. 10.00; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	02/25/59		WA, ESCRIBACH	PR-PC/RRHR
NP 00080495.00	BLEED CANAL CO. PRIVATE CROSSING, NEAR BRIDGE NO. 9 OVER BLEED CANAL; CORSELS NP 843191; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	08/01/60		WA, ESCRIBACH	PR-PC/RRHR
NP 00080900.00	CAVANUGH, ASTOR PRIVATE ROAD CROSSING, NEAR NP. 8.00; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	11/01/60		WA, ESCRIBACH	PR-PC/RRHR

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KETHOND SEARCH RESULTS REPORT
WASHINGTON METROBUS & SANTA FE RAIL CO.

DATE: 02/12/99
TIME: 09:09:23

CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
NP 0001087.00	ROBERTS, PAUL PRIVATE CROSSING & ROADWAY, NEAR NP. 64601; CANCELS CONTRACT NP 0002671 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0154011	11/19/69		WA, BLEED	PR-PL/URUR
PA 97030019.00	FIMNEY, WALLIS PLANK PRIVATE CROSSING, CANCELS LC 0239566; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0154011	06/02/77		WA, RICHES	PR-PL/URUR
NP 0000712.00	LAWRENCE, JAMES & LIZ WASHINGTON CENTRAL RR. CO.; PRIVATE ROADWAY & CROSSING; SS. 336438, NP. 642091; 97-30013; CANCELS CONTRACT NP 013017, NCRS-94-PUR-1003; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0154011	03/12/77		WA, BLEED	PR-PL/URUR
NP 0004021.00	SHIRE, IRVING CO. WASHINGTON CENTRAL RR. CO.; INTERURBAN WATER PIPELINE, SS. 193460, NP. 347680; NCRS-94-P-2004; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0154011	05/01/76		WA, BLEED	PR-PL/URUR
NP 0006022.00	RICHES VALLEY SCHOOL DISTRICT ROBERTO WATER PIPELINE, SS. 398430, NP. 6481; NCRS-91-P-2024; 900064; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0154011	02/15/91		WA, BLEED	PR-PL/URUR
LC 0020649.00	KACHES, TONY G 6 INCH LONGSHUTTER WATER PIPELINE ON RDU/ ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0154011	06/04/77		WA, RICHES	PR-PL/URUR
LC 0021098.00	WASHINGTON, STATE OF 2 INCH INTERURBAN WATER PIPELINE, BENEATH RAILROAD BRIDGE NO. 20, SS. 170149, NP. 345139; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0154011	06/16/76		WA, FRUITABLE	PR-PL/URUR
LC 0022072.00	PALCE COLD STORAGE & PACKING CO., INC. 2 INCH STORAGE WATER PIPELINE, SS. 45700, NP. 64503; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0154011	09/14/76		WA, BLEED	PR-PL/URUR
NP 00031645.00	UNITED STATES OF AMERICA/USA 6 INCH WATER PIPELINE, NP. 1313013 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0154011	04/17/20		WA, RICHES	PR-PL/URUR
NP 00031674.00	DAVIS, FRUIT CO. 3/4 INCH WATER PIPELINE, NP. 1312510 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0154011	03/27/17		WA, RICHES	PR-PL/URUR
NP 00043100.00	MOORE, ER 3/8 INCH WATER PIPELINE, NP. 503460 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0154011	01/02/76		WA, JACOBSON	PR-PL/URUR

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CONTRACT NO.	CONTRACT / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
MP 00052143.00	BRICKER, JOHN F. 1 INCH SPRAY PIPELINE, NEAR MP. 0.007 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE MP3401;	06/01/34		WA, GRAP	PR-PL/000R
MP 00052221.00	KELLY, L.H. 3/4 INCH WATER PIPELINE, NEAR WPAE REPT. STATION/ ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE MP3401;	09/01/34		WA, RICHES	PR-PL/000R
MP 00052809.00	RICHES, JOHN OF 8 INCH WATER PIPELINE, MP. 13+2700 FT.-3 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE MP3401;	10/01/34		WA, RICHES	PR-PL/000R
MP 00054720.00	WASHINGTON, STATE OF 8 INCH CONCRETE WATER PIPELINE, NEAR MP. 7.007 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE MP3401;	12/01/36		WA, ESCRACK	PR-PL/000R
MP 00055877.00	RICHES, JOHN OF LONGITUDINAL WATER PIPELINE, MP. 13+2200 TO MP. 13+3200 FT.-3 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE MP3401;	12/01/37		WA, RICHES	PR-PL/000R
MP 00057072.00	GILL, VERNE 3/4 INCH WATER PIPELINE, SS. 273+10, MP. 5+1902.50 FT.-3 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE MP3401;	11/01/39		WA, JACOBSON	PR-PL/000R
MP 00058802.00	WASHINGTON, STATE OF DEPT. OF HIGHWAYS 12 INCH QUATRAGE PIPELINE, MP. 3+2296.20 FT.-3 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE MP3401;	10/16/40		WA, BRITTONLE	PR-PL/000R
MP 00063664.00	RELOY, NORMAN 4 INCH WATER PIPELINE, MP. 13+910 FT.-3 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE MP3401;	06/13/46		WA, RICHES	PR-PL/000R
MP 00073152.00	RICHES, JOHN OF SEWER PIPELINE, MP. 12+5230 TO MP. 13+1230; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE MP3401;	01/04/51		WA, RICHES	PR-PL/000R
MP 00080941.00	PERRY, A.J. 4 INCH IRRIGATION PIPELINE, MP. 13+4173 FT.-3 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE MP3401;	05/28/59		WA, RICHES	PR-PL/000R
MP 00074607.00	RICHES, JOHN OF 2 INCH LONGITUDINAL WATER PIPELINE & CROSSING, MP. 12+1523 FT. TO MP. 13+105 FT.-3 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE MP3401;	06/13/64		WA, RICHES	PR-PL/000R
MP 00081027.00	RICHES, JOHN OF 8 INCH SANITARY SEWER PIPELINE, LS. 40, SS. 072+90, MP. 13+223 FT.-3	07/15/63		WA, RICHES	PR-PL/000R

KEYWORD SEARCH RESULTS REPORT
 MULLINGTON WASHINGTON & SARRIA YR MNT, CO.

PRICE: 0
 RESULT: 147

CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
PK 64017061.00	ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE W54001; MACHES, YORK OF PVC STEEL PIPELINE, SS. 640443, NP. 1235228 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE W54001;	09/01/86		WA, MACHES	PR-PL/URUR
PK 64017061.00	MACHES, YORK OF 8 INCH WATER PIPELINE, SS. 708667, NP. 13.45; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE W54001;	10/03/86		WA, MACHES	PR-PL/URUR
PK 64017062.00	MACHES, YORK OF 8 INCH DOMESTIC WATER PIPELINE, SS. 715499, NP. 15.58; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE W54001;	10/15/86		WA, MACHES	PR-PL/URUR
NR 00010051.00	US WEST COMMUNICATIONS, INC. WASHINGTON CENTRAL RR. CO.; WACS; POWER WIRE LINE, SS. 1178, NP. 9319; WACS-PL-P-2000; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE W54001;	02/01/96		WA, NEESMAN	PR-PW/URUR
NY 00013092.00	UP-WEST COMMUNICATIONS, INC. WASHINGTON CENTRAL RR. CO.; POWER WIRE LINE, SS. 338.07, NP. 6.00; WACS-75-P-2020; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE W54001;	05/01/95		WA, GLEED	PR-PW/URUR
SR 00013079.00	COOK TELEVISION, INC. TELEVISION WIRE LINE, NP. 1342039 FT.; WCHR-88-P-1040; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE W54001;	11/01/88		WA, MACHES	PR-PW/URUR
NR 00013080.00	WASHINGTON, STATE OF DEPT. OF HIGHWAYS; WASHINGTON CENTRAL RR. CO.; WACS; POWER WIRE LINE, SS. 272402, NP. 54403 FT.; WACS-76-P-2004; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE W54001;	10/01/96		WA, JACOBSON	PR-PW/URUR
LC 00206568.00	WASHINGTON TELEPHONE CO. 3 TELEPHONE WIRE LINE, SS. 616407, SS. 632407, SS. 617407; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE W54001;	01/16/72		WA, MACHES	PR-PW/URUR
LC 00206573.00	PACIFIC POWER & LIGHT CO. POWER WIRE LINE, SS. 6814730, NP. 1241000.50 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE W54001;	05/01/72		WA, MACHES	PR-PW/URUR
LC 00206576.00	PACIFIC POWER & LIGHT CO. POWER WIRE LINE, SS. 616447, NP. 1103740 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE W54001;	05/01/72		WA, MACHES	PR-PW/URUR
LC 00212359.00	YAKIMA, COUNTY OF OOD WIRE LINE, SS. 164497, NP. 30970 FT.;	12/01/73		WA, FRUITVALE	PR-PW/URUR

PAGE 10
SRESKAT.7M1

EXTENDED SERVICE REPORT
WASHINGTON METEORAN & SANTA FE INTL. CO.

DATE: 02/12/77
TIME: 09:11:49

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CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
LC 00324001.00	ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401; US WEST COMMUNICATIONS, INC. AND TELEPHONE WIRE LINE, SS. 74-47, WP. 75-1109; WRC-91-P-2037 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	03/04/71		WA, SLEEP	PR-PW/BRKR
WP 00022203.00	PACIFIC POWER & LIGHT CO. LONGITUDINAL TRANSMISSION WIRE LINE, NEAR TO WILCOX BRANCH; PARTIALLY ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	02/08/74		WA, WABICUS	PR-PW/BRKR
WP 00033071.00	PACIFIC POWER & LIGHT CO. ELECTRIC WIRE LINE, NEAR WP. 9.401 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	01/02/55		WA, ESCORCH	PR-PW/BRKR
WP 00051328.00	ARISE, GEORGE E. AND ELECTRIC WIRE LINE, WP. 3-10750 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	05/01/74		WA, JACOBSON	PR-PW/BRKR
WP 00055894.00	PACIFIC POWER & LIGHT CO. LONGITUDINAL ELECTRIC WIRE LINE, ONE POLE, WAS ANCHOR, NEAR STATION MOUNDS, WP. 13-2248 FT. & WP. 13-1079 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	01/10/50		WA, WAGES	PR-PW/BRKR
WP 00056708.00	ROBINS, E.J. ELECTRIC WIRE LINE, NEAR WP. 10.00; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	06/16/58		WA, WAGES	PR-PW/BRKR
WP 00066518.00	PACIFIC POWER & LIGHT CO. ELECTRIC WIRE LINE, WP. 12-2344 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	01/06/47		WA, WAGES	PR-PW/BRKR
WP 00066655.00	PACIFIC POWER & LIGHT CO. AND ELECTRIC WIRE LINE, WP. 11-0319 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	12/03/47		WA, WAGES	PR-PW/BRKR
WP 00072345.00	PACIFIC POWER & LIGHT CO. AND ELECTRIC WIRE LINE, WP. 12-0312 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	05/07/51		WA, WAGES	PR-PW/BRKR
WP 00082127.00	CASCADE LIGHTING CO. AND ELECTRIC WIRE LINE, WP. 13-0480 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	02/12/57		WA, RUCKER	PR-PW/BRKR
WP 00091897.00	PACIFIC POWER & LIGHT CO. ELECTRIC WIRE LINE, WP. 10-1045; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	09/01/62		WA, ESCORCH	PR-PW/BRKR

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RETURNS SERVICES RESULTS REPORT
MONTICELLO MOUNTAIN & SANTA FE DIST. CO.

DATE: 02/22/99
TIME: 09:12:55

PR 12

CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
MP 0010184.00	PACIFIC POWER & LIGHT CO. -ADDITIONAL-PARTIAL-TERRACE- AND LOGIC/OPTICAL ELECTRIC WIRE LINE, MP. 5-1139.30 TO MP. 5-1790; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401; -CONTRACT-NO. 1 #10184	08/14/99		WA, BANCE	PR-PW/RESF
MP 00101254.00	PACIFIC POWER & LIGHT CO. WED WIRE LINE, MP. 5-2220 FT. ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	08/18/99		WA, FRUITVILLE	PR-PW/RESF
MP 00101859.00	PACIFIC POWER & LIGHT CO. OEM ELECTRIC WIRE LINE, MP. 17-3250 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	05/01/78		WA, HACHES	PR-PW/RESF
WF 00004145.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, MP. 06-4100, LB. 445, 97-30022; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/RESF
WF 00004189.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, MP. 05-3062, LB. 445, 97-30022; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/RESF
WF 00004191.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, MP. 13-2750, LB. 445, 97-30022; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/RESF
WF 00004192.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, MP. 13-0375, LB. 445, 97-30022; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/RESF
WF 00004195.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, MP. 12-4700, LB. 445, 97-30022; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/RESF
WF 00004194.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, MP. 08-3100, LB. 445, 97-30022; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/RESF
WF 00004193.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, MP. 07-5099, LB. 445, 97-30022; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/RESF
WF 00004196.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, MP. 07-3300, LB. 445, 97-30022; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/RESF
WF 00004197.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, MP. 07-1075, LB. 445, 97-30022;	06/23/97	05/31/07	WA, GLEED	PR-PW/RESF

PR 12

PAGE 12
 RESULT.HHT

RETURNED SEARCH RESULTS REPORT
 WASHINGTON INTERNATIONAL & WHITE FE RHT, CO.

DATE: 02/12/99
 TIME: 09:13:08

CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
WF 00004198.00	ASSIGNED TO TACOMA INTERNATIONAL LINES ASSN.; SEE 073601; CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, WP, 05-3150, LS, 445, 97-30041; ASSIGNED TO TACOMA INTERNATIONAL LINES ASSN.; SEE 073601;	06/23/97	05/31/97	WA, BLEED	PA-M/ENEF
WF 00004199.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, WP, 04-4007, LS, 445, 97-30041; ASSIGNED TO TACOMA INTERNATIONAL LINES ASSN.; SEE 073601;	06/23/97	07/31/97	WA, BLEED	PA-M/ENEF
WF 00004200.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, WP, 04-1400, LS, 445, 97-30041; ASSIGNED TO TACOMA INTERNATIONAL LINES ASSN.; SEE 073601;	06/23/97	05/31/97	WA, BLEED	PA-M/ENEF
WF 0007383.00	PACIFIC POWER & LIGHT CO. SUPPLY ELECTRICITY TO A DIVISION IN BRUCE, WASHINGTON; ASSIGNED TO TACOMA INTERNATIONAL LINES ASSN.; SEE 073601; -LAW-NO.1 220238	06/27/63		WA, BRUCE	BY-CH/ENEF

Exhibit C

March 13, 2007

Paul Didelius
President
Frontier Rail Corporation
1934 E. Isaacs Ave.
Walla Walla, WA 99362

Gary Ekstedt, P.E.
County Engineer
Yakima County

Mr. Ekstadt,

I am writing to follow up with our conversation Friday regarding potential Frontier Rail freight operation of the Naches Line.

In 2006 we conducted a preliminary marketing survey of past and potential shippers on the Line and found (for the near term) three significant shippers interested in receiving or shipping by rail car. One is located on section of line requiring only minimal work to return to service in short order.

At any rate, we want to formally inform Yakima County of our interest in working with you to investigate options to restore rail service to this important transportation corridor. Frontier Rail is a legitimate commercial rail operator based in Washington State. We were incorporated in 2005 and conduct a successful rail service and rail car mechanical operations for Railex and JR Simplot in Walla Walla County. We also work with Wallowa and Union Counties, Oregon in operation of their rail line through a Freight Agency / Operation arrangement.

Yakima County has taken the proactive step of preserving the corridor for future freight use, also preserving industrial / development sites for the area. If Yakima County wishes to develop a recreation trail along the corridor, that use might be accommodated within the right of way, given certain separation from and protection of the rail line.

Please contact me when we can be of assistance in your plans for the Naches Line. I have attached a copy of our current flyer and can provide references with our customers including (Union Pacific Railroad).

Sincerely,
Paul Didelius
Frontier Rail
(509) 540-9499

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and maintenance of way.

Frontier's Customers:
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Rallex
Union Pacific Railroad

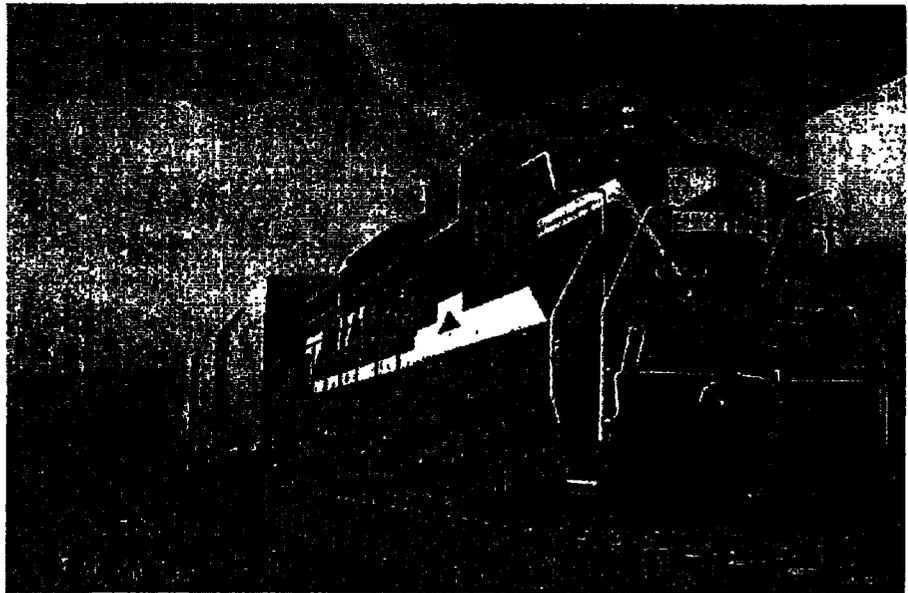
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FRONTIER RAIL
CORPORATION

11924 Isaac Av.
Walla Walla, WA 99362

Phone: 509-540-9499

E-mail: pd@frontierrail.com



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Exhibit D

Public Services (AW)

MAR 05 2007

Vern ___ Gary O Don ___ Steve ___
Bill ___ Dave ___ Lisa ___ Carmen ___



STATE OF WASHINGTON

DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION

1063 S. Capitol Way, Suite 106 • Olympia, Washington 98501
Mailing address: PO Box 48343 • Olympia, Washington 98504-8343
(360) 586-3065 • Fax Number (360) 586-3067 • Website: www.dahp.wa.gov

March 2, 2007

Terry AUSTIN C

Ms. Diana Wood
Surface Transportation Board
1925 K Street NW
Washington, DC 20423

In future correspondence please refer to:

Log: 121505-01-STB

Property: Abandonment of YILA lines to Naches (AB-600 Sub-No. IX)

Re: NO Adverse Effect

Dear Ms. Wood:

Recently the Washington State Department of Archaeology and Historic Preservation (DAHP) was contacted concerning the above referenced project, which has been reviewed on behalf of the State Historic Preservation Officer under provisions of Section 106 of the National Historic Preservation Act of 1966 (as amended) and 36 CFR Part 800. My review is based upon documentation contained in a letter from Yakima County Public Services office dated February 26, 2007.

Yakima County asked their cultural resource consultant AHS of Eastern Washington University to provide supplemental information regarding Naches Rail Corridor Railbanking. The supplemental information addressed cultural resources found eligible for listing to the National Register of Historic Places that are on, or bisect, the Yakima Interurban Lines (YILA) rail corridor. The supplemental report addressed four previously recorded and determined eligible resources within the project area of potential effect. These are as follows:

- Naches Depot (under separate ownership)
- Wapatox Canal and wasteway (under separate ownership)
- Naches Flume (under separate ownership)
- And YILA Bridge 4.1

The supplemental report addresses five previously undocumented structures which were deemed insignificant except for the fact that they over-cross National Register eligible linear features. These are as follows:

- YILA Bridge 3 over Cowiche Ditch
- YILA Bridge 4 over Cowiche Creek
- YILA Bridge 10 over Wapatox wasteway
- YILA Bridge 10.1 over Wapatox canal
- YILA Bridge 13 over Naches flume

Furthermore, it was stated in the conclusions and recommendations of the supplemental report that any proposed activities by Yakima County shall be reviewed by DAHP to determine whether those activities

Ms. Wood
March 2, 2007
Page 2

constitute an Adverse Effect to any of the four properties eligible for listing to the National Register of Historic Places. This stipulation has been accepted by Yakima County. In a letter to DAHP dated, February 26, 2007, Yakima County stated their goal was to preserve the corridor, reinstate rail service, and develop pathways along the corridor. It was also stated that Yakima County, "Will include appropriate consultation with DAHP prior to commencing such action." Therefore, I concur with the findings of AHS that the previously undocumented structures are NOT eligible for listing to the National Register of Historic Places. I further concur that the current project, as proposed, will have No Adverse Effect on National Register eligible or listed historic and cultural resources as a result of the undertaking.

If additional information on the project becomes available, or if any archaeological resources are uncovered during construction, please halt work in the area of discovery and contact the appropriate Native American Tribes and DAHP for further consultation.

Thank you for the opportunity to review and comment. If you have any questions, please contact me.

Sincerely,



Russell Holter
Project Compliance Reviewer
(360) 586-3533
Russell.Holter@dahp.wa.gov

Cc: Alan Adolf (Yakima Co.)



DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION

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