

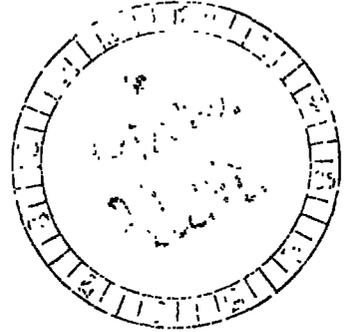
CHARLES H. MONTANGE
ATTORNEY AT LAW
426 NW 162ND STREET
SEATTLE, WASHINGTON 98177

(206) 546-1936

FAX (206) 546-3739

20 March 2007

by express



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)

YILA -- Adverse Abandonment --
Yakima County, WA, AB 600

for filing: Status Report/
Notification of railbanking per
16 USC 1247(d)/
Suggestion of Mootness

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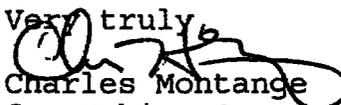
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Dear Mr. Williams:

Enclosed please find a Status Report notifying the Board that YILA and Yakima County have reached (and both signed) an agreement for interim trail use and railbanking in AB 600 (Sub-no. 1X). This moots a pending petition to reopen of Kershaw Sunnyside Ranches (KSR) that although filed in AB 600 (Sub-no. 1X), evidently is intended to reopen the AB 600 proceeding. This also moots KSR's pending petition for review (No. 05-76384) in the U.S. Court of Appeals for the Ninth Circuit involving AB 600. Because the Status Report thus bears in a timely fashion on matters relating to two dockets, we request that it be filed in both. Because it is responsive to KSR's misfiled petition to reopen in AB 600, we do not believe a showing for reopening on our part is necessary for filing the Status Report in that docket. To the extent a showing is required for the purpose of AB 600, the execution of the interim trail use and railbanking agreement is new evidence and a changed circumstance bearing on AB 600.

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) AB 600 (sub-no. 1X)
Yakima County, WA)

Yakima Interurban Lines Association)
-- Adverse Abandonment -- in Yakima) AB 600
County, WA)

STATUS REPORT ON RAILBANKING

Yakima County, City of Yakima, Town of Naches, and Yakima Interurban Lines Association (YILA) previously advised this Board that the County had signed a contract providing for acquisition of the Naches Branch (at issue in this proceeding) from YILA, but were awaiting action by YILA. Yakima County further advised that it would inform the Board when and if YILA signed the contract. County, City, Town and YILA are collectively pleased to submit herewith a copy of a contract (Exhibit A) between Yakima County and YILA signed by both parties as of 19 March 2007.

Railbanking Agreement

Under the contract, Yakima County will acquire all assets of YILA, subject to certain contingencies, including (A) the continued effectiveness of the Notice of Interim Trail Use (NITU) previously issued by this Board in AB 600 (Sub-no. 1X), and (B) "no limitation" imposed by STB on alienation of all or portions of the Naches Branch.¹ In this Board's Decision in AB 600 (Sub-no. 1X) served Feb. 17, 2006 at p. 4, ordering ¶6(f), this Board did impose a limitation barring alienation of

¹ See Exhibit A, para. 3.2.

portions of the Branch. That limitation reads as follows:

"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..."

Based on Exhibit D to our opposition to reopening filed March 15 in AB 600 (Sub-no. 1X), this limitation should be removed. Since we do not believe any other conditions imposed by the Board in AB 600 (Sub-no. 1X) are limitations, the removal of condition 6(f) will satisfy one of the contingencies in the contract attached hereto as Exhibit A.

The contract attached as Exhibit A constitutes an agreement for purposes of the NITU, which by its terms accordingly now extends indefinitely. The contingencies are specific in nature and do not cause the contract to amount to a mere option, nor do they otherwise rob it of its status as a railbanking agreement.

The fact that Yakima County and YILA have reached an agreement moots the opposition to an extension filed by Kershaw Sunnyside Ranches (KSR) in AB 600 (Sub-no. 1X). However, as previously indicated, YILA and the County nonetheless request that this Board formally extend the NITU period an additional 180 days. This would permit all contingencies in the contract attached as Exhibit A to be worked out, and thus further obviate any claim by KSR that the NITU negotiation period has somehow expired prior to satisfaction or waiver of contingencies.

Entry into this agreement moots KSR's petition to reopen its adverse abandonment application proceeding (AB 600). KSR incorrectly filed that petition in the wrong docket [i.e., in AB 600 (Sub-no. 1X)]. County, et al. have previously indicated numerous grounds to deny the petition, but now that a railbanking agreement has been reached, KSR has simply lost all basis for maintaining an adverse abandonment proceeding. The Naches Branch is now railbanked under 16 U.S.C. § 1247(d). By the terms of the statute, railbanking is intended to preserve intact currently unused rail lines for interim trail and possible future rail purposes. See Preseault v. ICC, 494 U.S. 1 (1990); Dave v. RTC, 79 F.3d 940 (9th Cir. 1996). The gravamen of KSR's argument in AB 600 was and remains that the Naches Branch has not been in use for current rail purposes. Given the application of 16 U.S.C. § 1247(d) to the Naches Branch, that argument is now clearly irrelevant, and there thus is nothing left of KSR's adverse abandonment application against the line. There certainly is no basis to reopen a prior proceeding in that regard.

Application of 16 U.S.C. § 1247(d) also moots KSR's pending petition for judicial review (9th Cir. No. 05-76384, Kershaw Sunnyside Ranches v. STB). It is well-established that STB does not "determine" abandonments but rather grants abandonment authority, and that the agency acts in that regard prospectively only. E.g., Phillips Co. v. Denver & R.G. W. R. Co., 97 F.3d 1375 (10th Cir. 1996), cert. denied, 521 U.S. 1104 (1997).

Thus, even if the Ninth Circuit were to vacate STB's refusal to authorize adverse abandonment and remand the proceeding, the agency does not grant retroactive authority to abandon, and could not authorize adverse abandonment now because the line has been railbanked pursuant to final orders in another proceeding, namely, AB 600 (Sub-no. 1X). Moreover, the 60-day period for judicial review of those final orders insofar as relevant has already expired.

The situation parallels key facts in the agency proceedings underlying Preseault v. ICC, supra. In that case, ICC properly dismissed an adverse abandonment proceeding in light of its decision to railbank a line under 16 U.S.C. § 1247(d) in a subsequently filed "exemption" proceeding.

Conclusion

By this Status Report, YILA and County notify the agency that they have reached an interim trail use and railbanking agreement pursuant to 16 U.S.C. § 1247(d) and this Board's orders in AB 600 (Sub-no. 1X). This moots KSR's pending motion to reopen and, for that matter, KSR's pending petition for review against this agency in the Ninth Circuit in AB 600.

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 -- contract as executed by County and YILA

Certificate of Service

By my signature below, I certify service on March 20, 2007, by U.S. Mail, postage pre-paid first class, of the foregoing upon the following counsel of record:

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

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

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

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

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



Exhibit A

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. 1X), 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. 1X) 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.

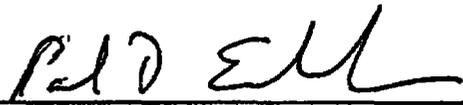
13. **ASSIGNABILITY:** Yakima County shall not assign this Agreement, or any part thereof, without the prior written consent of YILA, which consent will not be unreasonably withheld. This Agreement shall not be assignable by operation of law.

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

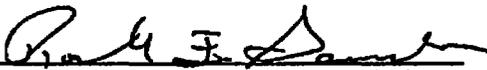
Attest:


Secretary

PURCHASER:

**YAKIMA COUNTY, a municipal
corporation**

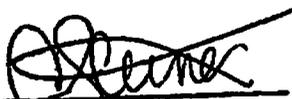
By: 
Mike Leita, Commissioner

By: 
Ronald F. Gamache, Commissioner

By: 
Rand Elliott, Commissioner



Attest: Christina S. Steiner


Clerk of the Board

APPROVED AS TO FORM:

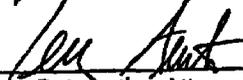

Deputy Prosecuting Attorney
Of Yakima County, Washington

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

THENCE CONTINUING IN A NORTHWESTERLY DIRECTION THROUGH THE SOUTHWEST QUARTER OF SECTION 32, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 31, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF 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**

PAGE 3
SHEET 176

RETURN RECORD RESULTS REPORT
CONSTRUCTION PROJECTS & DATA FE. DEF. CO.

DATE: 02/17/99
TIME: 09:58:21

02 10 00

02 10 00

CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
HP 00063407.00	YAKIMA, CITY OF LONGITUDINAL WATER PIPELINE ON BRACE TO BRACE BRANCH AND WITH TWO CROSSINGS; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	05/27/86		WA, VARIOUS	CV-04/000R
HP 00061645.00	YAKIMA, CITY OF 16 INCH WATER PIPELINE, HP. 3-44500; ASSIGNED TO YAKIMA-INTERURBAN LINES ASSN.; SEE 075401;	10/03/86		WA, BRACE	CV-04/000R
HP 00071093.00	YAKIMA, CITY OF 8 INCH MAIN PIPELINE, HP. 3-5260 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	10/01/82		WA, BRACE	CV-04/000R
BR 00022786.00	KACHES, CITY OF RECONSTRUCTION OF SCHEAFER AVENUE, HP. 13.15; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	03/25/86		WA, KACHES	CV-04/000R
HP 00016244.00	WASHINGTON, STATE OF IMPROVEMENT OF PRINCE STREET HWY. NO. 5 BETWEEN FRUITVALE, WASHINGTON & JACOBSON, WASHINGTON; PARTIALLY ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401; -LAN-NO. 1 P23543	03/05/83		WA, BRACE	CV-04/000R
HP 00019053.00	WASHINGTON, STATE OF STATE HWY. DEPT. 1 HWY. EASEMENT FOR OLD BRIDGES AT HP. 3-1739 & HP. 3-1877; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/28/89		WA, FRUITVALE	CV-04/000R
HP 00051202.00	YAKIMA, COUNTY OF ESTABLISH HWY. ACCESS AND BRIDGE HP. 2.80; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	04/13/83		WA, ESCUBACH	CV-04/000R
BR 00007205.00	WASHINGTON, STATE OF STATE HWY. DEPT. 2; COUNTY OF YAKIMA, WASHINGTON; INSTALL 24 FT. CROSSING & ATIS ON 40TH AVE., SS. 166-007, HP. 3-9802; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	08/14/70		WA, FRUITVALE	CV-04/000R
HP 00017329.00	WASHINGTON, STATE OF RELOCATE CROSSING SIGNALS & REPLACE 12 CANTILEVER ARCHES WITH 20 FOOT ARCHES; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401; -LAN-NO. 1 P24072	07/02/83		WA, BRACE	CV-04/000R
HP 00069715.00	WASHINGTON, STATE OF 15 FT. MAIN ROAD CROSSING, HP. 3-1336 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	05/16/89		WA, FRUITVALE	CV-04/000R
HP 0002164.00	WASHINGTON, STATE OF REMOVE & REINSTALL WITH THE TRAFFIC SIGNAL ON 6112 & OLD KACHES HWY., LS. 644, HP. 3.26; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	07/22/97	02/16/99	WA, CITED	CV-04/000R

KEYWORD SEARCH RESULTS REPORT
SUNBELT ELECTRIC MORTGAGE & TRUST CO.

PAGE: 2
RESULTS: 783

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CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
BN 00000656.00	WASHAW FRUIT & COOL STORAGE, INC. COLD TRACK, WP. 941335 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0F5401;	11/19/75		WA, CLEED	10-11/08RR
BN 00010344.00	PALMER G. LEVINS CO., INC. COLD SPUR TRACK, WP. 117482.59 ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0F5401;	12/01/77		WA, FAIRVIEW	10-11/08RR
BP 0000331.00	WIO SEWAN FRUIT WAREHOUSE, INC. EXTENSION OF SPUR TRACK ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0F5401; -LNM-NO. 2 014232	12/27/76		WA, CLEED	10-11/08RR
BP 00016116.00	ALLAN BROTHERS 1/4 FEET OF TRACK @ TACOMA DIV., 24TH DIV., WACHES BRANCH SEC. NO. 22. ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0F5401; -LNM-NO. 2 021603	06/24/92		WA, WACHES	10-11/08RR
BP 00016317.00	BORE FARMS, INC. COLD SPUR TRACK TO SERVE INDUSTRY, WP. 570048; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0F5401; -LNM-NO. 2 023305	05/04/59		WA, ESCRIBANO	10-11/08RR
BP 00016723.00	LEWIS LUMBER CO., INC. SPUR TRACK TO SERVE INDUSTRY ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0F5401; -LNM-NO. 2 024050	12/29/60		WA, WACHES	10-11/08RR
BP 00017315.00	INTERNATIONAL WOOD INDUSTRIES, INC. NO. 10 INDUSTRY TRACK; 08-30010; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0F5401;	04/07/98		WA, CLEED	10-11/08RR
BN 00033082.00	JEL WOOD PRODUCTS, INC. LOADING DOCK FOR LOADING & UNLOADING OF RAIL CARS; WACHES-1-1; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0F5401;	04/01/90		WA, WACHES	PM-10/08RR
LC 000212154.00	WASHAW FRUIT & COOL STORAGE, INC. SPUR TRACK & SPUR TRACK; HIGHWAY FROM ST. 409+07 TO ST. 499+35 & SPUR TRACK FROM ST. 499+17 TO ST. 492+00; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0F5401;	08/01/75		WA, CLEED	PM-10/08RR
LC 000217813.00	WERTING, CAROLINE LEE DWELLING & YARD ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 0F5401; FILE NOT FOUND, LOCATION UNKNOWN;	04/16/75		WA, WACHES	PM-10/08RR
LC 000220272.00	WELLS, EUGENE JERRY DBA PAINTED ROCK COTTAGE COURT 3 CAINS & CAMP STIES; CANCELS LC 0203978;	07/16/75		WA, WACHES	PM-10/08RR

CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERRITORY DATE	LOCATION	TYPE CODE
LC 00226697.00	ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE B75401; LLOYD WASHINGTON CO. STORING FRUIT ON BLACKTOP; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE B75401;	11/01/77		WA, BRUCE	PH-10/BRUR
LC 00227830.00	MORTINESEAN FRUIT & PRODUCE CO. SITE FOR STORAGE & PARKING, NP. 7-42 TO NP. 7-1170; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE B75401;	01/01/78		WA, BLEED	PH-10/BRUR
LC 00244776.00	GIMBERTY & SONS CONTRACTING CHAIN LINK SECURITY FENCE; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE B75401;	04/01/83		WA, BLEED	PH-10/BRUR
LC 00245043.00	BOFFI, MIKE PASTURE, NP. 9-2915 TO NP. 9-3455; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE B75401;	09/16/83		WA, RACHES	PH-10/BRUR
LC 00245692.00	HAYNES, JUD R. & CHEROKEE H. PORTION OF DOWLING & YARD; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE B75401;	11/01/83		WA, RACHES	PH-10/BRUR
LC 00245772.00	RACHES LIONS CLUB IDENTIFICATION; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE B75401;	03/16/84		WA, RACHES	PH-10/BRUR
LC 00248948.00	MILLER, ALLEN LAWN, CLEARUP, IDENTIFICATION, BEGINNING AT NP. 31002, NP. 5-90; CANCELS CONTRACT NP 82372; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE B75401;	10/01/85		WA, BLEED	PH-10/BRUR
LC 002480641.00	OLSON, LAUREN LYNN LEASE PREMISES FOR STORAGE OF FRUIT & PROCESSING; CANCELS LC 8640272; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE B75401;	02/04/88		WA, RACHES	PH-10/BRUR
LC 002500143.00	FORBUSH ORCHARDS, INC. OFFICE, BOX STORAGE YARD, LOADING PLATFORM & ACCESS ROADWAY; CANCELS LC 821674; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE B75401;	03/02/90		WA, ESCORCH	PH-10/BRUR
LC 002524015.00	RACHES, TOWN OF WASHINGTON CENTRAL RR. CO.; WESC; LEASE OF LAND TO UNDER STREETS; ASSIGNED TO YAKIMA INTERMEDIARY LINES ASSN.; SEE B75401;	05/01/91		WA, RACHES	PH-10/BRUR
LC 002524042.00	MCDONNELL, CLAY WASHINGTON CENTRAL RR. CO.; WESC; LEASE SITE FOR FRUIT STAND, NEAR NP. 5; CANCELS LEASE LC 8201017;	05/12/92		WA, BRUCE	PH-10/BRUR

KEYWORD SEARCH RESULTS REPORT
MULJUNCTION NORTHEAST & SANTA FE TRST. CO.

DATE: 02/12/99
TIME: 09:08:10A

02 10 00 00 00 00

CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
LC 0003167.00	ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401; BRINLEY, DONALD, WASHINGTON CENTRAL RR.; WDCJ LEASE PREMISES FOR COOL STORAGE WAREHOUSE; CANCELS LC 023101; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	11/01/93		WA, RICHES	PH-10/RRR
MP 00003704.00	PACIFIC PAPER & LUMBER CO. REPLACING OF BRIDGE NO. 3 ON THE RICHES BRANCH NEAR TRIMMIVALE, WA; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/15/20		WA, TRIMMIVALE	PH-10/RRR
MP 00044324.00	YAKIMA COUNTY HORTICULTURAL UNION EVA CRUMLEY BROTHERS, INC.; SITE FOR STORAGE OF BUSES; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/01/95		WA, RICHES	PH-10/RRR
MP 00003352.00	SHURE THROUGH CORP. 10 FOOT STRIP OF LAND FOR ONCE-AND-FOR-EVER CULTIVATOR, ADVERSE POSSESSION CLAIM, AGREEMENT NOT EXECUTED; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	01/22/98		WA, BRACE	PH-10/RRR
MP 00006075.00	PERRY, R.J. ASSIGNED TO JEAN PERRY MARSH; LEASE PREMISES FOR PORTION OF A YARD; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/01/69		WA, RICHES	PH-10/RRR
MP 00091790.00	PRICE COLD STORAGE & PACKING CO. SITE FOR FRUIT & BUSHHOUSE WAREHOUSE; CANCELS MP 076704; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	09/10/62		WA, CLEED	PH-10/RRR
MP 00075752.00	RICHES LIGHTS CLUB LEASE OF DEPOT BUILDING AREA; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/01/65		WA, RICHES	PH-10/RRR
MP 00101900.00	DEAN FARMS, INC. LEASE TO INSTALL & MAINTAIN A BLACKTOP ROAD BETWEEN MP. 11 & MP. 12; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	03/01/70		WA, RICHES	PH-10/RRR
MP 00007335.00	INTERNATIONAL WOOD INDUSTRIES, INC. INDEFINITE TERM LAND LEASE FOR PALLET STORAGE & FENCED PARKING LOT, IRON HORSE NO. 23(207); CANCELS LC #24197; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/07/98		WA, CLEED	PH-10/RRR
MP 00006577.00	PRICE COLD STORAGE & PACKING CO., INC. WASHINGTON CENTRAL RR. CO.; WELL FOR FIRE PROTECTION ON MP#R 10V; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/23/66		WA, CLEED	PH-10/RRR

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CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
00043053.00	ALBRE, FRED W. WASHINGTON CENTRAL RR. CO., J 16 FOOT PRIVATE CROSSING, SS. 336+30, NP. 6+2097; WEEK 00, WCC-94-PW-7064; ASSIGNED TO YALIMA INTERURBAN LINES ASSN.-J SEE 075401;	04/01/94		WA, CLEED	PR-PC/URR
01043070.00	WICKREMAN, JAMES WCC-; PRIVATE ROADWAY & CROSSING, NP. 4+3475; WCC-00-C-1019; ASSIGNED TO YALIMA INTERURBAN LINES ASSN.-J SEE 075401;	07/21/00		WA, CLEED	PR-PC/URR
00201950.00	RECHENLIN, SELOD N. PRIVATE ROAD CROSSING, NP. 4+401; CANCELS CONTRACT NP. 090260; ASSIGNED TO YALIMA INTERURBAN LINES ASSN.-J SEE 075401;	08/16/70		WA, CLEED	PR-PC/URR
00206107.00	WASHINGTON, STATE OF DEPARTMENT OF HIGHWAYS; STATE INT. COMMISSION; 16 FT. PLANTED CROSSING, SS. 070+05, NP. 3+2096; ASSIGNED TO YALIMA INTERURBAN LINES ASSN.-J SEE 075401;	01/16/72		WA, FRUITVALE	PR-PC/URR
00221526.00	HOLEY, HALPH E. PRIVATE 16 FOOT CROSSING, SS. 336+34, NP. 4+2091; ASSIGNED TO YALIMA INTERURBAN LINES ASSN.-J SEE 075401;	05/01/76		WA, CLEED	PR-PC/URR
0022547.00	WASHINGTON, STATE OF PRIVATE 24 FT. ROAD CROSSING, NP. 2+5097; PARTIALLY ASSIGNED TO YALIMA INTERURBAN LINES ASSN.-J SEE 075401;	11/01/76		WA, FRUITVALE	PR-PC/URR
00239521.00	W LUMER CO. 160 PRIVATE ROAD CROSSING, SS. 155+25; NP. 2+5097 FT; PARTIALLY ASSIGNED TO YALIMA INTERURBAN LINES ASSN.-J SEE 075401;	11/01/81		WA, FRUITVALE	PR-PC/URR
00241655.00	RASHUSSEN, NICK J. 16 FOOT PLANK ROAD CROSSING, SL. 142+35, NP. 3+528 FT.; J ASSIGNED TO YALIMA INTERURBAN LINES ASSN.-J SEE 075401;	07/14/85		WA, FRUITVALE	PR-PC/URR
00244600.00	RASHUSSEN, NICK J. 160 PRIVATE CROSSING, SS. 164+06, NP. 3+097; ASSIGNED TO YALIMA INTERURBAN LINES ASSN.-J SEE 075401;	07/14/85		WA, FRUITVALE	PR-PC/URR
00254025.00	ATLAS PUMP & IRRIGATION CO., INC. WASHINGTON CENTRAL RR. CO., J WCC-; 32 FT. PLANTED CROSSING, SS. 140+30, NP. 3+331; WCC-91-PW-1014; ASSIGNED TO YALIMA INTERURBAN LINES ASSN.-J SEE 075401;	07/25/91		WA, FRUITVALE	PR-PC/URR
00254101.00	WCC, TRAF & LIMOA 16 FOOT PRIVATE ROADWAY, SS. 654+50, NP. 12+2209; WCC-95-PW-1001;	02/01/83		WA, WACHES	PR-PC/URR

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RETURNED SEARCH RESULTS REPORT
DUAL INCHON ROUTING & SANTA FE RPT. CO.

DATE: 02/12/99
TIME: 09:18:57

85 1000

CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
LC 00524157.00	ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401; HEIN, MELONIE E. & HANCOCK, AL. D. 16 FOOT PRIVATE CROSSING, SR. 40740A, NP. 9.46; KCC-93-PK-1005; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	05/01/95		WA, KESKAW	PR-PC/URUR
LC 00524159.00	STOWIS, BARLENE 38 FOOT PRIVATE CROSSING, LB. 40, SR. 65445D, NP. 1242200; KCC-93-PK-1012; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	08/01/97		WA, HACHES	PR-PC/URUR
MP 00046203.00	CAMPBELL, CLARENCE ASSIGNED TO H.M. STEPHENSON; PRIVATE CROSSING, NEAR NP. 4.007; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	11/14/46		WA, GLEED	PR-PC/URUR
MP 00049771.00	BRICAL, JUDILL PRIVATE CROSSING; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401; FILE NOT FOUND, LOCATION UNKNOWN;	05/01/49		WA, HACHES	PR-PC/URUR
MP 00049777.00	TURNER, BO PRIVATE ROAD CROSSING, NP. 3.0356 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	05/16/49		WA, FRUITVALE	PR-PC/URUR
MP 00073120.00	WELLS, CP & JY PRIVATE ROAD CROSSING, NEAR NP. 6.00; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	12/01/50		WA, ESTERHACH	PR-PC/URUR
MP 00079403.00	LOWE TRIST CO. SHELBY B. REESE; NETRA REESE; LORENA B. LOWE; KATHERINE LAND BARTSCH; JEAN LAND BARTSCH; DAN THE LAND TRUST CO.; 16 FOOT PRIVATE CROSSING, NEAR SS. 38040.5D, NP. 7.00; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	04/01/53		WA, GLEED	PR-PC/URUR
MP 00081976.00	ROSE FARMS INC. PRIVATE CROSSING ACCESS TO FRUIT VALLEY ROAD, NEAR NP. 10.00; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	02/25/59		WA, ESTERHACH	PR-PC/URUR
MP 00086495.00	GLEED CRYAL CO. PRIVATE CROSSING, NEAR BRIDGE NO. 9 OVER GLEED CANYON; CAMELO NP 81504; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	07/01/40		WA, ESTERHACH	PR-PC/URUR
MP 00088970.00	CAYLOR, ANITA PRIVATE ROAD CROSSING, NEAR NP. 8.007; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 015401;	11/01/40		WA, ESTERHACH	PR-PC/URUR

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CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
87 00701807.00	ROBERT PAUL PRIVATE CROSSING & ROADWAY, NEAR MP. 6+601; CANCELS CONTRACT NP 870267; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	11/19/89		WA, CLEED	PR-PL/URUR
88 97830019.00	FERRY, MOLLIS PLANT PRIVATE CROSSING, CANCELS LC 8239544; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	06/02/97		WA, BACHES	PR-PL/URUR
89 00708712.00	LAURENCE, JAMES & LIZ WASHINGTON CENTRAL RR. CO.; PRIVATE ROADWAY & CROSSING; SS. 336+30, MP. 4+2001; 97-30013; CANCELS CONTRACT NP 813017; WCC-94-P42-7805; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	05/12/97		WA, CLEED	PR-PL/URUR
89 00843021.00	SQUIRE INGRAM CO.; WASHINGTON CENTRAL RR. CO.; IRRIGATION WATER PIPELINE, SS. 953+60, MP. 3+2160; WCC-94-P-2806; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	05/01/96		WA, BACHES	PR-PL/URUR
89 00905027.00	BACHES VALLEY SCHOOL DISTRICT DIANEFFIC WATER PIPELINE, SS. 328+30, MP. 6+81; WCC-91-P-1026; 5000045; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	02/19/91		WA, CLEED	PR-PL/URUR
LC 80205449.00	BACHES, TOWN OF 4 INCH LONGITUDINAL WATER PIPELINE ON RD4; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	06/14/71		WA, BACHES	PR-PL/URUR
LC 00135938.00	WASHINGTON, STATE OF 2 INCH IRRIGATION WATER PIPELINE, BENEATH RAILROAD 2E10E NO. 20, SS. 378+43, MP. 3+2130; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	04/16/76		WA, FRUITVILLE	PR-PL/URUR
LC 00221072.00	PRICE COLO STORAGE & PACKING CO., INC. 2 INCH STORM-SEWER PIPELINE, SS. 65+00.50, MP. 6+5013; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	09/14/76		WA, CLEED	PR-PL/URUR
NP 00001645.00	UNITED STATES OF AMERICA; USA 4 INCH WATER PIPELINE, MP. 13+3013 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	04/17/80		WA, BACHES	PR-PL/URUR
NP 00031074.00	DAVE FRUIS CO. 3/4 INCH WATER PIPELINE, MP. 13+2310 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	05/29/77		WA, BACHES	PR-PL/URUR
NP 00043103.00	DEBE, RH 3/8 INCH WATER PIPELINE, MP. 3+5660 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 875401;	01/02/84		WA, JACOBSON	PR-PL/URUR

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RETURN SEARCH RESULTS REPORT
WASHINGTON SOUTHERN & SANTA FE RY. CO.

DATE: 02/12/99
TIME: 07:09:52

08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
NP 00052163.00	BRACKEN, JOHN F. 1 INCH SPART PIPELINE, NEAR MP. 8.00; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	04/01/74		WA, CLEED	PR-PL/BRHR
NP 00052721.00	ELLIOTT, LH 3/4 INCH WATER PIPELINE, NEAR MP. 9.00; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	09/01/74		WA, CLEED	PR-PL/BRHR
NP 00052899.00	MILES, TOM OF 8 INCH WATER PIPELINE, NP. 13+2700 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	10/01/74		WA, MACHES	PR-PL/BRHR
NP 00054920.00	WASHINGTON, STATE OF 8 INCH CONCRETE WATER PIPELINE, NEAR MP. 9.00; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	12/01/76		WA, ESCERACH	PR-PL/BRHR
NP 00055877.00	MACHES, TOM OF CONJUGENTIAL WATER PIPELINE, NP. 15+2200 TO MP. 13+3200 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	12/01/77		WA, MACHES	PR-PL/BRHR
NP 00056012.00	GILL, WENNE 3/4 INCH WATER PIPELINE, SS. 273+10, NP. 5+1902.50 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	11/16/79		WA, JACKSON	PR-PL/BRHR
NP 00056802.00	WASHINGTON, STATE OF DEPT. OF HIGHWAYS 12 INCH BRIDGE PIPELINE, NP. 3+2206.20 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	10/16/80		WA, TRUSTVALD	PR-PL/BRHR
NP 00056644.00	RELOY, MURRAY 4 INCH WATER PIPELINE, NP. 13+970 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	04/15/84		WA, MACHES	PR-PL/BRHR
NP 00073152.00	MACHES, TOM OF SEWER PIPELINE, NP. 12+5230 TO NP. 13+1230; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	01/06/81		WA, MACHES	PR-PL/BRHR
NP 00080991.00	FENIT, AJ 4 INCH INVESTIGATION PIPELINE, NP. 13+4175 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	05/28/89		WA, MACHES	PR-PL/BRHR
NP 00094607.00	MACHES, TOM OF 2 INCH CONJUGENTIAL WATER PIPELINE & CROSSING, NP. 12+1525 FT. TO NP. 13+903 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	04/15/84		WA, MACHES	PR-PL/BRHR
NP 00101027.00	MACHES, TOM OF 8 INCH SANITARY SEWER PIPELINE, LS. 45, SS. 672+90, NP. 13+783 FT.;	07/15/85		WA, MACHES	PR-PL/BRHR

08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

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KEYWORD SEARCH RESULTS REPORT
 HULLINGTON MORTENSTERN & SMITH PE INT. CO.

CONTRACT NO. :
 CONTRACT DATE :
 TERMINATION DATE :
 LOCATION :
 TYPE CODE :

CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
PK 06017063.00	ASSIGNED TO TACOMA INTERURBAN LINES ASSN.; SEE 015601; MACHES, TOWN OF PVC SEWER PIPELINE, SS. 456443, WP. 1305220 FT.; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.; SEE 015601;	07/01/06		WA, MACHES	PR-PL/PURR
PK 06017061.00	MACHES, TOWN OF 8 INCH WATER PIPELINE, SS. 700609, WP. 11.05; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.; SEE 015601;	10/15/06		WA, MACHES	PR-PL/PURR
PK 06017062.00	MACHES, TOWN OF 6 INCH DOMESTIC WATER PIPELINE, SS. 715079, WP. 13.38; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.; SEE 015601;	10/15/06		WA, MACHES	PR-PL/PURR
08 00013051.00	UP WEST COMMUNICATIONS, INC. WASHINGTON CENTRAL RR. CO.; MISC; POWER WIRE LINE, SS. 1176, WP. 95310; MISC-96-P-2000; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.; SEE 015601;	02/01/96		WA, KENNESAW	PR-PL/PURR
08 00013052.00	WASHINGTON CENTRAL RR. CO. POWER WIRE LINE, SS. 338.07, WP. 6.00; MISC-93-P-2028; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.; SEE 015601;	01/01/95		WA, CLEED	PR-PL/PURR
08 00013079.00	COOK TELEVISION, INC. TELEVISION WIRE LINE, WP. 1305220 FT.; MISC-00-P-1040; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.; SEE 015601;	12/01/00		WA, MACHES	PR-PL/PURR
08 00013080.00	WASHINGTON, STATE OF DEPT. OF HIGHWAYS; WASHINGTON CENTRAL RR. CO.; MISC; POWER WIRE LINE, SS. 275402, WP. 514035 FT.; MISC-96-P-2054; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.; SEE 015601;	10/01/96		WA, JACOBSON	PR-PL/PURR
LC 00203638.00	WASHINGTON TELEPHONE CO. 3 TELEPHONE WIRE LINES, SS. 614087, SS. 632007, SS. 647087; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.; SEE 015601;	01/16/72		WA, MACHES	PR-PL/PURR
LC 00204075.00	PACIFIC POWER & LIGHT CO. POWER WIRE LINE, WP. 60107.50, WP. 1244000.50 FT.; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.; SEE 015601;	01/01/72		WA, MACHES	PR-PL/PURR
LC 00204270.00	PACIFIC POWER & LIGHT CO. POWER WIRE LINE, SS. 616047, WP. 1103740 FT.; ASSIGNED TO TACOMA INTERURBAN LINES ASSN.; SEE 015601;	05/01/72		WA, MACHES	PR-PL/PURR
LC 00212539.00	TACOMA, COUNTY OF WOOD WIRE LINE, SS. 166097, WP. 30970 FT.;	12/01/73		WA, FRUITVALE	PR-PL/PURR

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DATE: 02/12/99
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MURLINGTON MORTGAGE & BANKING TRUST CO.

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CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
LC 00526701.00	ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401; US WEST COMMUNICATIONS, INC. ONE TELEPHONE WIRE LINE, SS. 74-47, NP. 7-1100; WEC-93-P-2027; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	03/04/91		WA, ELEED	PR-FW/BRBR
NP 00029205.00	PACIFIC POWER & LIGHT CO. LONGITUDINAL TRANSMISSION WIRE LINE, BRACE TO WACHES BRANCH; PARTIALLY ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	03/16/94		WA, YAK1000	PR-FW/BRBR
NP 00033031.00	PACIFIC POWER & LIGHT CO. ELECTRIC WIRE LINE, NEAR NP. 9-48; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	01/02/95		WA, ESCRACH	PR-FW/BRBR
NP 00054329.00	MORL, GEORGE W. DCO ELECTRIC WIRE LINE, NP. 3-4979 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	03/08/96		WA, JACKSON	PR-FW/BRBR
NP 00055894.00	PACIFIC POWER & LIGHT CO. LONGITUDINAL ELECTRIC WIRE LINE, ONE POLE, ONE ANCHOR, NEAR STATION ENDOORS, NP. 13-2254 FT. & NP. 13-1090 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	01/16/98		WA, WACHES	PR-FW/BRBR
NP 00056700.00	MORLIS, G.J. ELECTRIC WIRE LINE, NEAR NP. 10-00; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	06/16/98		WA, WACHES	PR-FW/BRBR
NP 00066510.00	PACIFIC POWER & LIGHT CO. ELECTRIC WIRE LINE, NP. 12-2344 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	01/06/97		WA, WACHES	PR-FW/BRBR
NP 00069033.00	PACIFIC POWER & LIGHT CO. DCO ELECTRIC WIRE LINE, NP. 11-3139 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	12/05/97		WA, WACHES	PR-FW/BRBR
NP 00073143.00	PACIFIC POWER & LIGHT CO. DCO ELECTRIC WIRE LINE, NP. 12-5122 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	03/07/91		WA, WACHES	PR-FW/BRBR
NP 00082127.00	CASCADE LIGHTING CO. DCO ELECTRIC WIRE LINE, NP. 13-3600 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	02/12/97		WA, WACHES	PR-FW/BRBR
NP 00091897.00	PACIFIC POWER & LIGHT CO. ELECTRIC WIRE LINE, NP. 10-1043; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.; SEE 075401;	10/01/02		WA, ESCRACH	PR-FW/BRBR

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KEYWORD SEARCH RESULTS REPORT
PUBLICATION NUMBER & DATA FE INT. CO.

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CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
HP 00101801.00	PACIFIC POWER & LIGHT CO. -ADDITIONAL-PARTIES-INVOLVED- -ON ELECTRICAL SUPPLY LINE, NP. 5-1139, 36 TO NP. 5-1795; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-; SEE 075401; -CONTRACT-NO. 1 210184	06/15/78	05/31/07	WA, GRACE	PR-PW/BRST
XP 00101256.00	PACIFIC POWER & LIGHT CO. -ADDITIONAL-PARTIES-INVOLVED- -ON WIDE LINE, NP. 3-2220 FT; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-; SEE 075401;	06/15/78	05/31/07	WA, FRUITVALE	PR-PW/BRST
HP 00101807.00	PACIFIC POWER & LIGHT CO. -ADDITIONAL-PARTIES-INVOLVED- -ON ELECTRIC WIRE LINE, NP. 17-0250 FT.; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-; SEE 075401;	05/01/79	05/31/07	WA, WACRES	PR-PW/BRST
BT 00004100.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, NP. 06-4-160, LS. 445, 97-30021; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/BRST
BT 00004107.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, NP. 05-3-062, LS. 445, 97-30022; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/BRST
BT 00004191.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, NP. 31-2750, LS. 445, 97-30023; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/BRST
BT 00004192.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, NP. 13-0375, LS. 445, 97-30024; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/BRST
BT 00004193.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, NP. 12-4700, LS. 445, 97-30025; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/BRST
BT 00004194.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, NP. 08-3100, LS. 445, 97-30026; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/BRST
BT 00004195.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, NP. 07-5090, LS. 445, 97-30027; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/BRST
BT 00004196.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, NP. 07-5300, LS. 445, 97-30028; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/BRST
BT 00004197.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, NP. 07-1075, LS. 445, 97-30029; ASSIGNED TO YAKIMA INTERURBAN LINES ASSN.-; SEE 075401;	06/23/97	05/31/07	WA, GLEED	PR-PW/BRST

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SPRILLINGTON BENTHEUM & SANTA FE RVT. CO.

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CONTRACT NO.	CONTRACTOR / DESCRIPTION	CONTRACT DATE	TERMINATION DATE	LOCATION	TYPE CODE
BY 00004194.00	ASSIGNED TO YALINA INTERURBAN LINES ASSN.; SEE 075401; CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, NP. 04-1405, LS. 445, 97-30029; ASSIGNED TO YALINA INTERURBAN LINES ASSN.; SEE 075401;	04/23/97	05/31/97	WA, GLEED	PR-PW/BRSS
BY 00004199.00	CORNERSTONE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, NP. 04-1405, LS. 445, 97-30029; ASSIGNED TO YALINA INTERURBAN LINES ASSN.; SEE 075401;	04/23/97	05/31/97	WA, GLEED	PR-PW/BRSS
BY 00004200.00	CAMBRIDGE COMMUNICATIONS, LP. ELECTRIC SUPPLY LINE, NP. 04-1405, LS. 445, 97-30029; ASSIGNED TO YALINA INTERURBAN LINES ASSN.; SEE 075401;	04/23/97	05/31/97	WA, GLEED	PR-PW/BRSS
BY 00007383.00	PACIFIC POWER & LIGHT CO. SUPPLY ELECTRICITY TO A CROSSING IN WAJACE, WASHINGTON; ASSIGNED TO YALINA INTERURBAN LINES ASSN.; SEE 075401; -LNU-NB.1 144730	04/29/63		WA, WAJACE	SY-CR/BRSS