

**NCRA Agreements and Contracts**

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
Lease likely terminated April 30, 1987.	Sonoma	MP_68.00_BEAUT_1986.PDF	Lease	N/A	\$120 per annum for rental of Premises.
License for public transmission of electrical power facilities may be active.	Sonoma	MP_68.00_OVERHEAD_1946.PDF	License	N/A	\$5 to be paid in consideration to Licensor.
License for public transmission of electrical power facilities may be active.	Sonoma	MP_68.00_OVER_ELECTRIC_1952_.PDF	Lease	N/A	\$5 to be paid in consideration to Licensor.
Public water main license may be active.	Sonoma	MP_68.01_WATERMAIN_1929.PDF	License	N/A	No rental fee.
Public water and sewer license may be active.	Sonoma	MP_68.00_WATERSEWER_1936.PDF	License	N/A	No fee.
Public sewer pipeline license may be active.	Sonoma	MP_68.22_SEWAGE_1953.PDF	License	N/A	\$5 to be paid in consideration to Licensor.
Public drainage facilities easement.	Sonoma	MP_68.25_DRAINAGE_1983.PDF	Easement	N/A	\$46,070 reimbursed to Railroad by Grantee for the modifications on property.
Agreement may have terminated as it was to provide for the construction of a concrete box.	Sonoma	MP_68.27_CONCRETE_BOX_1996.PDF	Agreement	N/A	Contractor shall deposit with Railroad the sum of \$250 for administrative expenses.
Lease may no longer be in force due to terms unless otherwise amended.	Sonoma	MP_68.34_ELECTRIC_2002.PDF	Lease	Lessor also reserves for itself and those to whom it grants such right the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to-exist or hereafter discovered upon, within or underlying the Premises, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon the Premises within five hundred feet (500') of the surface thereof to extricate or remove the same.	\$3,000 rent paid yearly.

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$120.00	\$0.00	Healdsburg	7	N.W.P.R.R. Co. & City of Healdsburg	N/A	May 1, 1986	April 30, 1987	1 Year
\$0.00	\$5.00	Healdsburg	3	N.W.P.R.R. Co. & City of Healdsburg	N/A	September 23, 1946	No end date listed	No term listed
\$0.00	\$5.00	Healdsburg	9	N.W.P.R.R. Co. & City of Healdsburg	N/A	September 2, 1952	No end date listed	No term listed
\$0.00	\$0.00	Healdsburg	7	N.W.P.R.R. Co. & City of Healdsburg	N/A	October 18, 1929	No end date listed	No term listed
\$0.00	\$0.00	Healdsburg	6	N.W.P.R.R. Co. & City of Healdsburg	N/A	September 8, 1986	No end date listed	No term listed
\$0.00	\$5.00	Healdsburg	5	N.W.P.R.R. Co. & City of Healdsburg	N/A	January 20, 1953	No end date listed	No term listed
\$0.00	\$46,070.00	Healdsburg	10	N.W.P.R.R. Co. & City of Healdsburg	N/A	September 6, 1983	No end date listed	No term listed
\$0.00	\$250.00	Healdsburg	2	N.W.P.R.R. Co. & Argonaut Constructors	N/A	October 27, 1996	October 30, 1996	3 Days
\$3,000.00	\$0.00	Healdsburg	25	NCRA & E&M Electric Machinery Co.	P.O. Box 279, Cloverdale, CA 95425 & California Broker # 00897835 3631 Chinquapin Drive, Willits, CA 95490	July 1, 2001	June 30, 2011	10 Years

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
Lessor hereby leases to Lessee the premises. Lessor hereby reserves for itself, its successors, assigns, and licensees, the right to construct, maintain, and operate existing tracks and existing and additional pipes, communication and power transmission lines, and drainage ditches or facilities located upon, over, and beneath the premises. Any holding after the original term shall be a tenancy from month to month upon the same terms and conditions. Any privilege, sales, gross income, or tax imposed upon the rentals herein. Premise shall be used for beautification purposes only. Planting of any kind shall be subject to written approval. Landscaping installed along with maintenance and weed control shall be Lessee's sole responsibility and said landscaping shall not interfere with Public Utility Commission General Orders. Watering and irrigation shall not foul adjacent roadbed. Contour of premises shall not be changed. Lessee will fully pay for materials and labor. Lessee shall release, defend, and indemnify Lessor from all liabilities. Lessee shall comply with all applicable laws. Upon termination or expiration of lease, Lessee shall remove all property owned or controlled by Lessee from premises. Should this lease continue, Lessor shall revise the rental in effect based on CPI factor.	Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1967=100).	N/A		68	South
Licensee granted the right to construct, maintain and operate conductors for transmission of electricity for lighting and/or power purposes over and across the property and/or tracks of Licensor. Every conductor and its supporting structures and appurtenances shall be made, constructed, and erected and maintained. Every conductor shall be maintained at a height above tops of track rails and at a clearance from any structure. Every conductor shall be constructed not to interfere with any operations. Licensee shall indemnify Licensor and the Western Union Telegraph Company from any liabilities.	N/A	N/A		68	South
Every conductor and its supporting structures and appurtenances shall be made, constructed, and erected and maintained. Every conductor shall be maintained at a height above tops of track rails and at a clearance from any structure. Every conductor shall be constructed not to interfere with any operations. Licensee shall indemnify Licensor and the Western Union Telegraph Company from any liabilities.	N/A	N/A		68	South
Licensee granted the right to construct, reconstruct, maintain and operate a 4 inch water main. Licensee agrees to indemnify and save harmless Licensor from and against any and all liability. Licensee, and the agents and employees of Licensee shall have the privilege of entry on said premises for the purpose of making necessary repairs to or changes in said structure. Licensee agrees that all work on said structures shall be done at times that do not interfere with the operations of the Licensor. Licensee shall remove, construct, or alter structures at said location at their own cost at the request of the Licensor.	N/A	N/A		68	South
Licensee granted the right to construct, reconstruct, maintain and operate a 4 inch water pipe line and 6 inch sewer pipe line. Licensee and the agents and employees of Licensee shall have the privilege of entry on said premises for the purpose of making necessary repairs to or changes in said structure, and Licensee agrees to keep premises in good and safe condition. Licensee shall not assign or transfer this agreement. In the event Licensee discontinues uses of said structure, all rights will cease. Licensee shall indemnify Licensor from all liability and expenses. Licensee shall assume all risk of damage. Licensee will pay for all materials and labor. This agreement may be terminated by either party within 30 days notice in writing.	N/A	N/A		68	South
Grants right to construct, reconstruct, maintain and operate six (6) inch Cast Iron Pipe. Licensee acknowledges the title of Railroad in and to the premises described in the agreement and agrees never to assail or resist said title. Licensee agrees to reimburse Railroad the cost of furnishing any watchmen, flagmen, or inspectors for performing any work. Discontinuing use and/or maintenance will result in termination of rights given. Licensee shall free Railroad from all liabilities and assume all risk of damage. Licensee shall pay for all materials. Agreement may be terminated by either party within 30 days notice in writing.	N/A	N/A		68.22	South
Grantee gains the right to construct, reconstruct, maintain and operate drainage facilities consisting of a six (6) foot by (10) foot reinforced concrete box culvert and a sacked concrete headwall, hereinafter collectively referred to as "structure," in, upon, along, across and beneath property and tracks of Railroad. Grantee will remove its existing bridge, remove track to permit placement of said structure and after construction of said structure, replace its tracks at its own expense. Project markers in form and size satisfactory to Railroad, identifying the facility and its owner, will be installed and constantly maintained at the expense of the Grantee. Grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property. Rights granted shall become void if construction of said structure is not commenced within one (1) year from date first herein written. Grantee shall bear the entire cost of constructing, reconstructing, and maintaining said structure. Grantee agrees to reimburse Railroad for the cost and expense to Railroad of furnishing any materials or labor. In the event Railroad requires Grantee to reconstruct or alter said structure, it will be done at Grantee's expense. Should any discharge, leakage, spillage, emission, or pollution of any type occur, Grantee will be required to clean the premises to the satisfaction of the Railroad. Grantee frees Railroad of all liabilities. As part of consideration, Grantee agrees to pay Railroad an amount equal to any and all assessments which may be levied. Grantee agrees to give railroad five (5) days written notice for any work on said structure with the exception of emergency repairs.	N/A	N/A		68.22	South
Contractor hired for the installation of a reinforced concrete box culvert. Contractor agrees to: perform work in accordance with the plans and specifications approved by Railroad, maintain competent flagmen to protect and control movement of vehicles, notify railroad five days in advance before commencing work, keep all equipment and materials at least fifteen (15) feet from centerline of track, remove all equipment and materials after competition, release, defend, and indemnify Railroad from and against all liabilities, procure and maintain insurance at its own expense. No vehicular crossing over Railroad's track shall be installed or used by Contractor without prior written permission of Railroad. AT request of Railroad, Contractor shall remove any employee or subcontractor who fails to follow instructions.	N/A	N/A	Agreement between Railroad and Contractor.	68.22	South
Lessor leases real property and any improvements on said property. Lessor may terminate this License to allow for transit related activities as determined necessary by lessor, by giving thirty (30) calendar days of written notice. Premises shall be used for the continued maintenance and use of Lessee-owner building storage purposes and for roadway purposes. This Lease is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, and claims of title that may affect Premises in effect as of the Effective Date of the Lease. Lessee shall not make or suffer to be made any alterations, additions or improvements (collectively "Alterations") in, on, or to the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee shall arrange and pay for all utilities, if any, including without limitation, water, electric, gas, garbage, communications and sewer services, to be used in connection with this Lease. Lessee shall keep the Premises, including any improvements located thereon, in safe condition and in good order, condition and repair at all times during the Lease Term at Lessee's sole cost and expense. Lessee shall indemnify, defend and hold harmless Lessor, the North Coast Railroad Authority, the successors and assigns of any of them, any railroad company operating on the Premises, and their respective directors, officers, employees, agents, contractors (including, but not limited to, any person that may be operating Lessor's railroad tracks and services) and any other person acting on Lessor's behalf (collectively, "Indemnities") from and against any and all liabilities, penalties, losses, damages, costs, loss of rent, expenses, demands, causes of action, claims or judgments	Rent shall be increased by the increase in the Consumer Price Index, provided that in no event shall the Rent be decreased.	N/A		68.22	South

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Easement for a public road or highway.	Sonoma	MP_68.40_HWY_1982.PDF	Easement	N/A	Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within two years from the date first herein written.
Easement is for a public utility pipe.	Sonoma	MP_68.43_LINES_1983.PDF	Easement	N/A	\$325 to be paid in consideration for rights granted.
Easement is for a public water pipeline and utility pipeline.	Sonoma	MP_68.43_WATER_1983.PDF	Easement	N/A	\$325 to be paid in consideration for rights granted.
Easement is for a public street or highway.	Sonoma	MP_68.50_HWY_1981.PDF	Easement	N/A	Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within two years from the date first herein written.
Easement is for a public sewerage pipe line.	Sonoma	MP_68.51_SEWAGE_1995.PDF	Easement	N/A	Grantee shall pay Railroad \$325 for consideration.
License is for public guy wires and may be active.	Sonoma	MP_68.52_WIRELINE_1963.PDF	License	N/A	Licensee paid the Railroad \$25.00 for consideration.
Easement is for a public storm drain.	Sonoma	MP_68.65_STORMDRAIN_1987.PDF	Easement	In the event Railroad shall at any time so require, Grantee, at Grantee's expense, shall reconstruct, alter, or otherwise improve said structure upon receipt of written notice from Railroad so to do.	Grantee shall pay to Railroad the sum of \$395.00.
License is for a public rail road undercrossing and may be active.	Sonoma	MP_68.76_PIPE_1967.PDF	License	If Railroad requires removal, construction, alteration or changes in location of said structure, Licensee agrees at Licensee's own sole cost and expense, upon receiving 5 days written notice prior to commencement, to forthwith construct and maintain any changes done to the railroad.	No fee.
License is for a term of 25-years starting in 2000, with the option to extend the term an extra 20-years.	Sonoma & Mendocino	MP_68.8-120.05_WILLIAMS_FIBER_OPTIC_AGR.PDF	License Agreement	Williams shall have the exclusive use of its improvements.	Williams shall annually pay N.C.R.A. the sum equal to \$0.55 per linear foot of the length of the License Area.
License was to construct a 6-inch private sewer pipe under the Railroad in 1930 and may be active.	Sonoma	MP_68.80_SEWAGE_1930.PDF	License	Licensor reserves the right to require any such contractor to enter into written agreement with Licensor if Licensee needs one.	Licensee pays Licensor \$1.00 per year for rent. Licensee paid Licensor sum of \$5.00 for consideration; the party who takes over the agreement paid \$2.00 to transfer agreement.

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$0.00	\$0.00	Healdsburg	11	N.W.P.R.R. Co. & City of Healdsburg	N/A	February 8, 1982	No end date listed	No term listed
\$0.00	\$325.00	Healdsburg	12	N.W.P.R.R. Co. & City of Healdsburg	N/A	August 19, 1983	No end date listed	No term listed
\$0.00	\$325.00	Healdsburg	15	N.W.P.R.R. Co. & City of Healdsburg	N/A	April 15, 1983	No end date listed	No term listed
\$0.00	\$0.00	Healdsburg	11	N.W.P.R.R. Co. & City of Healdsburg	N/A	September 8, 1981	No end date listed	No term listed
\$0.00	\$325.00	Healdsburg	15	N.W.P.R.R. Co. & City of Healdsburg	California Northern Railroad 129 Klamath Court American Canyon, CA 94589	December 6, 1983	No end date listed	No term listed
\$0.00	\$25.00	Healdsburg	5	N.W.P.R.R. Co. & City of Healdsburg	N/A	February 4, 1963	No end date listed	No term listed
\$0.00	\$395.00	Healdsburg	7	N.W.P.R.R. Co. & City of Healdsburg	N/A	March 26, 1987	No end date listed	No term listed
\$0.00	\$0.00	Healdsburg	3	N.W.P.R.R. Co. & City of Healdsburg	N/A	July 25, 1967	No end date listed	No term listed
\$76,665.60	\$0.00	Healdsburg, Cloverdale, Ukiah and Capella	14	N.C.R.A. & Williams Communications, Inc.	N/A	February 16, 2000	No end date listed	25 year term with option to renew the term for 2 additional terms of 10 years.
\$1.00	\$5.00	Healdsburg	6	N.W.P.R.R. Co. & J.F. Miller and Sons	N/A	July 15, 1930	No end date listed	No term listed

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
Railroad grants the Grantee the right to construct, reconstruct, maintain and use a street or highway. Rights voided after 2-years of nonuse. Grantee shall obtain all necessary governmental authority for construction and maintenance of highway. Grantee bears entire expense of construction.	N/A	N/A		68.22	South
Railroad grants the Grantee the right to construct, reconstruct, maintain and operate an eighteen (18) inch casing (to house future utility lines). Project markers will be installed and maintained at expense of Grantee. Rights voided after 1 year with no construction. Grantee bears total cost of constructing and maintaining structure.	N/A	N/A		68.22	South
Grants right to construct, reconstruct, maintain and operate a 12-inch water pipeline within an 18-inch casing crossing center line at station 3257+00 and an 18-inch steel casing to house future utility pipelines crossing the center line of said tracks at station 3532+80. rights granted are voided if construction is not started within 1-year. Indemnify.	N/A	N/A		68.22	South
Grants right to construct, reconstruct, maintain and use a street or highway. Rights voided if construction is not commenced within 2 years. Rights granted are voided if Grantee abandons use of property for 1 year. Grantee shall furnish and install and maintain all paving on approaches to crossing area, curbs, gutters, and other street facilities. Railroad install timber planking along rails in existing portion of crossing area at its own expense. At the expense of the Grantee, Railroad shall install timber planks along the rails in the widened portion of crossing.	N/A	N/A		68.22	South
RR grants Grantee the right to construct, reconstruct, maintain and operate a sixteen (16) inch PVC sanitary sewer pipe-line within a twenty-four (24) inch casing; Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said structure upon said property. Project markers in form and size satisfactory to RR, identifying the facility and its owner, will be installed and constantly maintained by and at the expense of Grantee at RR property lines. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title. Grantee agrees to give Railroad five days' written notice prior to commencement of any work on said structure, except emergency repairs, in which event Grantee shall notify Railroad's authorized representative. by phone.	N/A	N/A	Please be advised that as of August 27, 1993 your lease has been assigned to the California Northern Railroad Company Limited Partnership, a California limited partnership who now operates the railroad over land owned by Southern Pacific Transportation Company. All payments sent to Mr. John Speight.	68.22	South
RR permits Licensee to construct, maintain and operate a line of guy wire or wires over and across the property of Railroad. Licensee shall keep Railroad's premises in a neat and safe condition so far as affected by said wirelines, keeping the track area and toe path clear of all obstructions. Clearances with respect to existing and future tracks and other structures on Railroad premises shall be provided by Licensee to conform with all applicable orders of governmental bodies, and in the absence of such orders with the National Electrical Safety Code. Either party may terminate with 30 days' notice. Licensee agrees to reimburse Railroad any expense incurred by Railroad.	N/A	N/A		68.22	South
RR grants Grantee to construct, reconstruct, maintain and operate a 42 inch storm drain with rip rap inlet. Project markers installed and constantly maintained by and at the expense of Grantee at RR property lines. Absence of markers does not constitute a warranty by RR of no subsurface installations. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property. RR may terminate if not used for 1 year. Interest holder pays for relocation expenses. Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said structure upon said property. Transferability: binding and benefits assigns. Toxics Clause: Comply with laws, clean spills, indemnify RR. Grantee agrees to investigate, release, indemnify and defend RR from and against all liability, cost and expense. Grantee agrees to give RR five days' written notice prior to commencement of any work on said structure, except emergency repairs, in which event Grantee shall notify Railroad's authorized representative by phone.	N/A	N/A		68.22	South
RR permits Licensee to construct, reconstruct, maintain and operate a fifteen(15)-inch corrugated metal pipe (Engineer's Station 3542+22), and a 36-inch corrugated metal pipe (Engineer's Station 53547+60), hereinafter collectively termed "structure" beneath the RR. Either party may terminate with 30 days' notice. Licensee can not assign or transfer this agreement. Licensee agrees to keep Railroad's premises in a good and safe condition, so far as affected by Licensee's use, free from waste all to the satisfaction of Railroad, failing which, Railroad may perform the necessary work at the expense of Licensee, which expense Licensee agrees to pay to Railroad upon demand. Licensee shall give Railroad five days' written notice prior to the commencement of any work of construction or reconstruction. Licensee shall not assign or transfer this agreement. Licensee agrees to reimburse Railroad the cost to Railroad of furnishing any necessary watchmen, flagmen or inspectors and for performing any work.	N/A	N/A		68.22	South
Williams shall grant NCRA 2 fiber optic strands at no cost to NCRA. Construct, install, repair, replace, maintain, operate and use up to 3, 2-inch diameter conduits, together with non dialectic marker tap and telecommunications cable. License Area is the strip of land 5 ft. wide, lying 2 1/2 ft. on either side of the running line of the conduits and all appurtenances on the Servient Tenement. NCRA has right to relocate License Area Conditions, relocation shall be at Williams' sole cost, Williams shall be obligated to so relocate the License, or any appurtenant facility in connection with public transportation activities only once per any 1 location at its sole cost and expense. Liability insurance should not be less than \$5,000,000.00. Non exclusive License. Any condemnation award directly attributable to License Area, the License shall be paid to Williams and NCRA as their interest thereto appear.	Consumer Price Index for All Urban Consumers, All Items, U.S. City Averaged, 1982-84 = 100, (U.S. Department of Labor, Bureau of Labor Statistics).	N/A		68.8 , 86.4 , 111.7 , 120.5	North & South
Licensee permits Licensee to construct, reconstruct, maintain and operate a six (6) inch sewer pipe. Licensee agrees to indemnify and save harmless Licensor from and against any and all loss, damage, liability, cost and expense which Licensor may sustain or bear. Licensee and agents/employees of Licensee shall have privilege of entry on premises for purpose of making necessary repairs to or changes in structure. Work done by Licensee will be done at times that does not interfere with any operations of Licensor, but if work is connected, Licensor shall supervise Licensee. If Licensor at any time require removal, reconstruction, alteration or changes in location of structure, Licensee must do so at own cost and expense. If Licensee fails, neglects or refuses to remove structure, Licensee agrees to pay Licensor on demand. Licensee will fully pay for all materials joined or affixed to said premises.	N/A	N/A	same file as MP_68.80_SEWERCROSS_1 930.PDF.	68.80_SEWAGE	South

## NCRA Agreements and Contracts

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
License was to construct a 6-inch sewer pipe under the Railroad in 1930 and may be active.	Sonoma	MP_68.80_SEWERCROSS_1930.PDF	License	Licensor reserves the right to require any such contractor to enter into written agreement with Licensor if Licensee needs one.	Licensee pays Licensor \$1.00 per year for rent. Licensee paid Licensor sum of \$5.00 for consideration; the party who takes over the agreement paid \$2.00 to transfer agreement.
Lease may have terminated upon expiration of term on April 30, 1980.	Sonoma	MP_68.82_BLDG_1979.PDF	Lease	N/A	Lessee pays Lessor rent of \$264.00 per annum, payable annually.
Lease may have terminated pursuant to terms on August 31, 1983.	Sonoma	MP_69.00_GAS_WATER_SEWER_1978.PDF	Lease	N/A	Lessee pays Lessor rent of \$204.00 per annum, payable annually in advance.
Public drainage easement.	Sonoma	MP_69.08_DRAINAGE_1984.PDF	Easement	N/A	No fee.
Lease may be active in holdover due to terms.	Sonoma	MP_69.10_WATERPUMP_1992.PDF	Lease	N/A	Lessee shall pay to Lessor as rest for the Base Rent the sum of \$600.00 per annum, payable annually in advance. Lessee shall pay to Lessor security deposit of \$1,200.00.
Easement is for a public storm drain.	Sonoma	MP_70.14_DRAIN_1986.PDF	Easement	N/A	Grantee shall pay to Railroad the sum of \$395.00
Easement is for a public pipeline.	Sonoma	MP_70.15_PIPE_1981.PDF	Easement	N/A	No fee.
Easement is for public communications and pipeline facilities.	Sonoma	MP_70.16-70.64_POWER_1976.PDF	Easement	RR reserves the right to the right (consistent with the rights herein granted) to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across and along said property.	Grantee agrees to pay Railroad sum of \$150.00 to defray any part of the cost or expense incurred in connection with the construction of said conductors upon said property commenced within one (1) year from the date first herein written.
License for cable-TV crossing may be active.	Sonoma	MP_70.16_COMMLINE_1979.PDF	License	N/A	Licensee paid Licensor \$125.00 for license fee.
Lease may have terminated on June 30, 2011 due to expiration of term.	Sonoma	MP_70.32_KENNELS_2001.PDF	Commercial Lease	N/A	Lessee shall pay to lessor \$500.00 per year for rent; 10% late charge.
Lease may have terminated on June 30, 2011 due to expiration of term.	Sonoma	MP_70.32_PARKING_1998.PDF	Commercial Lease	N/A	Lessee shall pay to lessor \$1,318.00 per year for rent; 10% late charge; current payment is \$1,200.00 as of February 1, 2008.
Lease may have terminated on June 30, 2011 due to expiration of term.	Sonoma	MP_70.46_MULTIPLE_2001.PDF	Lease Agreement	N/A	\$3,300.00 for rent; MP 70.51 - \$300.00 annual fee, MP 70.47 - \$1500.00 annual fee, MP 70.50 - \$300.00 annual fee, MP 70.49 - \$300.00 annual fee, MP 70.48 - \$300.00 annual fee, MP 70.05 - \$300.00, MP 70.46 - \$300.00.

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Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$1.00	\$5.00	Healdsburg	6	N.W.P.R.R. Co. & J.F. Miller and Sons	N/A	July 15, 1930	No end date listed	No term listed
\$264.00	\$0.00	Healdsburg	12	N.W.P.R.R. Co. & Robert Weiss	N/A	May 1, 1979	April 30, 1980	1 year
\$204.00	\$0.00	Healdsburg	19	N.W.P.R.R. Co. & McIntyre Title Company, Inc.	N/A	September 1, 1978	August 31, 1983	5 years
\$0.00	\$0.00	Healdsburg	13	N.W.P.R.R. Co. & City of Healdsburg	N/A	February 22, 1984	No end date listed	No term listed
\$600.00	\$1,200.00	Healdsburg	19	N.W.P.R.R. Co. & E and J Gallo Company	File 61860 P.O. Box 60000 San Francisco, California 94160- 1860	July 1, 1988	July 31, 1988	30-days from Effective Date hereof and shall continue on a month-to-month tenancy basis until terminated hereunder
\$0.00	\$395.00	Healdsburg	10	N.W.P.R.R. Co. & City of Healdsburg	N/A	April 19, 1986	No end date listed	No term listed
\$0.00	\$0.00	Healdsburg	11	N.W.P.R.R. Co. & City of Healdsburg	N/A	October 6, 1981	No end date listed	No term listed
\$0.00	\$150.00	Healdsburg	14	N.W.P.R.R. Co. & City of Healdsburg	N/A	November 12, 1976	No end date listed	No term listed
\$125.00	\$0.00	Healdsburg	5	N.W.P.R.R. Co. & Viacom Cablevision	N/A	August 20, 1979	No end date listed	No term listed
\$500.00	\$0.00	Healdsburg	20	N.C.R.A. & Animal Medical Center	California Broker# 00897835 3631 Chinquapin Drive Willits, CA 95490	July 1, 2001	June 30, 2011	10 years
\$1,318.00	\$0.00	Healdsburg	23	N.C.R.A. & Mary and Jeff Welch	Cloverdale Depot P.O. Box279 Cloverdale, CA 95425	July 1, 2001	June 30, 2011	10 years
\$3,300.00	\$0.00	Healdsburg	7	N.C.R.A. & Simi Winery, Inc.	N/A	July 1, 2001	June 30, 2011	10 years

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
Licensee permits Licensee to construct, reconstruct, maintain and operate a six (6) inch sewer pipe. Licensee agrees to indemnify and save harmless Licensor from and against any and all loss, damage, liability, cost and expense which Licensor may sustain or bear. Licensee and agents/employees of Licensee shall have privilege of entry on premises for purpose of making necessary repairs to or changes in structure. Work done by Licensee will be done at times that does not interfere with any operations of Licensor, but if work is connected, Licensor shall supervise Licensee. If Licensor at any time require removal, reconstruction, alteration or changes in location of structure, Licensee must do so at own cost and expense. If Licensee fails, neglects or refuses to remove structure, Licensee agrees to pay Licensor on demand. Licensee will fully pay for all materials joined or affixed to said premises.	N/A	N/A		68.80_SEWERCROSS	South
Premises shall be used by Lessee solely and exclusively for the maintenance and use of Lessee- owned building and for the parking of vehicles of Lessee, its employees and invitees.	N/A	N/A		69.82	South
RR allows McIntyre the right to maintain and use Lessee-owned improvements for manufacturing and warehousing operations.	N/A	N/A	Hand noted in contract: \$500 9/1/83-84, \$800 9/1/84-85, \$1100 9/1/85-86.	69	South
Railroad hereby grants to Grantee, subject to the reservations, covenants and conditions herein contained, an easement to construct, reconstruct, maintain and operate drainage facilities in, upon, along and beneath property of Railroad, at or near Healdsburg, including the portion of Foss Creek located on the Railroad's property. Interest holder pays reconstruction, alteration or improvement expenses. Binding and Benefits Assigns are transferable. Toxics clause: Comply with laws, clean spills, indemnify RR. RR may be terminated if not used for a year. Absence of markets does not constitute a warranty by RR of no subsurface installations. Grantee bear entire cost and expense done to the RR. Work must not interfere with operations of RR. Grantee agrees to reimburse RR for cost/expense to RR furnishing any materials or performing any labor done. Grantee shall also keep roadway and track clear of rubbish, construct and maintain roadway/whistle/stop signs, trim shrubbery, install and maintain warning devices, install and maintain barricades/fence gates, keep fence gates locked except when being used.	N/A	N/A		69.08	South
The Premises shall be used by Lessee solely and exclusively for maintenance and operation of Lessee-owned platforms, water pump and use of portion of Lessee-owned brick building in connection herewith.	Consumer Price Index, Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84 = 100).	N/A		69.1	South
RR grants Grantee the right to construct, reconstruct, maintain and operate a 30-inch RCP storm drain, upon, across and beneath the property and tracks of Railroad. Project markers will be installed and constantly maintained by and at the expense of Grantee. Grantee will reimburse RR for cost/expense to RR of furnishing any materials. Binding and benefits assigns are transferable. No insurance clause. No toxics clause. RR may be terminated if not used for one year.	N/A	N/A		70.14	South
Grantor grants Grantee the right to construct, reconstruct, maintain and operate a twelve (12) inch water pipeline within an eighteen (18) inch casing. Grantee agrees to give Railroad five (5) days' written notice prior to commencement of any work on said structure, except emergency repairs, in which event Grantee shall notify Railroad's authorized representative by phone.	N/A	N/A		70.15	South
Railroad hereby grants to Grantee, subject to the reservations, covenants and conditions herein contained, the right to construct, reconstruct, maintain and operate two overhead power lines. Interest holder pays for relocation expenses. Transferability: binding and benefits assigns. No insurance clause. No toxics clause. RR may terminate if not used within a year. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property. Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said conductors upon said property. Grantee shall give Railroad one (1) week's written notice prior to commencement of any work of construction or reconstruction. All conductors installed hereunder shall conform with all lawful requirements and in absence of such requirements with the National Electrical Safety Code. No work on Railroad's premises shall be commenced by any contractor for Grantee until such contractor has entered into Railroad's standard form of Contractor's Agreement covering such work. Grantee agrees to release and indemnify Railroad, its officers, employees, agents, successors and assigns, from all claims, liability, cost and expense howsoever same may be caused.	N/A	N/A		70.16 and 70.64	South
RR permits Licensee the right to construct, maintain and operate Cable T.V. Crossing that will attach to existing Pacific Telephone facilities. Clearances with respect to existing and future tracks on RR premises shall be provided to Licensee to conform with all applicable orders with the National Electrical Safety Code. No work on RR shall be commenced by contractor if contractor is not present. Interest holder pays relocation expenses. Transferable if assigned with RR approval. No toxics clause. RR may terminate without cause giving 15 days notice.	N/A	N/A		70.16_COMMONLINE	South
Maintenance and use of Lessee-owned shed and dog kennels, for storage purposes, and for weed control	N/A	N/A		70.32_KENNELS	South
overflow parking, no closer than 10' to the tie closest to property line as shown on attached map	N/A	N/A	Different dates stated on Commercial Lease and Lease Amendment.	70.32_PARKING	South
MP 70.51 - 1" underground power line, MP 70.47 - Platform and Rock Wall (4940 sq. ft.), MP 70.50 - 12" pipe casing, MP 70.49 - 1 3/4" water pipe, MP 70.48 - 2" pipe/wastewater, MP 70.05 - private roadway, MP 70.46 - Pipe & hydrants.	N/A	N/A		70.46, 70.47, 70.48, 70.49, 70.50, 70	South

**NCRA Agreements and Contracts**

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
License might till be active for private facilities beneath railroad.	Sonoma	MP_70.46_WATERWASTE_1971.PDF	License	N/A	\$50.00 license fee; for consideration, Licensee shall pay Railroad rent of \$33.00 per annum, payable annually in advance.
This private lease may have terminated on January 31, 1972 due to expiration of term.	Sonoma	MP_70.47_PLATFORM_1971.PDF	Lease Agreement	N/A	\$84.00 per annum, payable annually in advance.
License may be active to maintain private structures beneath railroad.	Sonoma	MP_70.48_PIPE_1974.PDF	License	N/A	\$50.00 License fee; \$6,400.00 deposit; \$150.00 annual maintenance cost; \$30 per signal unit, per annum.
License may be active to maintain 1 3/4-inch private water pipe line.	Sonoma	MP_70.49_WATERPIPE_1974.PDF	<a href="#">License</a>	N/A	\$50.00 License fee.
License may be active to maintain private 1-inch underground power line crossing.	Sonoma	MP_70.51_PIPES_1974.PDF	License	N/A	Free.
Easement for a public overhead power line.	Sonoma	MP_71.01_POWER_1976.PDF	Easement	RR shall at any time require Grantee to reconstruct or alter said conductors or make changes in the location thereof upon receipt of written notice from RR.	\$150.00 as part of consideration for the rights granted.
Lease is in effect until April 31, 2021.	Sonoma	MP_72.30_LAND_2011.PDF	Lease Agreement	With NCRA consent, Bailey is allowed to construct a fence in accordance with Sonoma County and any other necessary local approvals permitting requirements around the perimeter of the leased property.	\$300.00 payable annually but if license term extended Rent shall increase by 3%.
License may be active to construct, maintain and use private roadway across railroad.	Sonoma	MP_72.48_ROAD_XING_1970.PDF	License	N/A	\$25.00 License fee; \$10.00 per annum, payable annually in advance.
License may be active to maintain 8-inch private water pipeline.	Sonoma	MP_72.62_WATER_1989.PDF	License	If required by RR in its use of RR's premises, Licensee shall reconstruct, relocate or alter said structure.	\$315.00 partially to defray cost of handling; \$150.00 per annum payable annually in advance.
License may be active for use of a private roadway.	Sonoma	MP_72.97_ROAD_XING_1979.PDF	License	N/A	\$75.00 license fee; \$20 per annum, payable annually in advance.

**NCRA Agreements and Contracts**

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$33.00	\$50.00	Healdsburg	14	N.W.P.R.R. Co. & S&N Vintners, LTD.	N/A	August 25, 1974	No end date listed	No term listed
\$84.00	\$0.00	Healdsburg	14	N.W.P.R.R. Co. & Simi Winery, Inc.	N/A	February 1, 1971	January 31, 1972	1 year
\$180.00	\$6,450.00	Simi	18	N.W.P.R.R. Co. & S&N Vintners, LTD.	N/A	December 10, 1970	No end date listed	No term listed
\$0.00	\$50.00	Simi	11	N.W.P.R.R. Co. & Simi Winery, Inc.	N/A	December 10, 1970	No end date listed	No term listed
\$0.00	\$0.00	Simi	9	N.W.P.R.R. Co. & Simi Winery, Inc.	N/A	December 10, 1970	No end date listed	No term listed
\$0.00	\$150.00	Healdsburg	9	N.W.P.R.R. Co. & City of Healdsburg	N/A	October 12, 1926	No end date listed	No term listed
\$300.00	\$0.00	Geyserville	6	N.C.R.R. Authority & Michael and Deborah Bailey	N/A	March 1, 2011	April 31, 2021	10 years
\$10.00	\$25.00	Lytton	7	N.W.P.R.R. Co. & Gauer Ranch	N/A	April 7, 1970	No end date listed	No term listed
\$150.00	\$315.00	Lytton	10	N.W.P.R.R. Co. & Vinwood Cellars Winery	N/A	August 11, 1989	No end date listed	No term listed
\$20.00	\$75.00	Geyserville	6	N.W.P.R.R. Co. & North Coast Cellars	N/A	April 4, 1979	No end date listed	No term listed

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
RR permits Licensee to construct, reconstruct, maintain and operate beneath RR's property a three (3) inch water pipeline within a six (6) inch casing, two (2) hydrants and a size (6) inch sanitary waste water line, hereinafter collectively termed "structure". Project markers installed and maintained. Transferability: Binding and benefits assigns, assign with RR approval. RR may terminate without cause giving 30 days notices. RR may terminate for default cause.	N/A	N/A	Because of the increase in value, charges increased from \$30.00 to \$33.00 per annum. Assignment attached that states Simi Winery assigns, transfers and sets over unto S&N Vintners, LTD.	70.46	South
maintenance and use of Lessee-owned platform and rock wall.	N/A	N/A	Hand noted in contract: Effective 2/1/1976 - \$120 per year, Effective 2/1/1986 - \$1040 per year.	70.47	South
RR permits Licensee the right to construct, reconstruct, maintain 2-inch pipe line for conveying waste water. RR shall furnish all necessary labor, materials, tools ad equipment to install one flashing light grade crossing signal. RR shall maintain signal and appetences and Licensee shall reimburse RR annually in advance for all cost/expense to RR. RR may terminate w/o cause giving 30 days notice. RR may term for non-use cause. Either party may terminate with 30 days notice. Railroad may terminate if licensee fails to perform any covenant or condition.	N/A	N/A	Agreement terminates and supersedes lease audit No. NWP-1388. S+N Vintners is the assignee of the license. Original interest holder was Simi Winery, Inc. Additional Leases in Annex.	70.48	South
RR permits Licensee to reconstruct, maintain and operate 1 3/4-inch water pipe line. RR may terminate w/o cause giving 30 days notice. RR may terminate for non-use cause. Either party may terminate with 30 days notice. Railroad may terminate if licensee fails to perform any covenant or condition. Licensee agrees to reimburse RR the cost to RR of furnishing any necessary watchmen, flagmen or inspectors and removing any necessary false work beneath the tracks of RR, during installation, maintenance or removal of said structure.	N/A	N/A	Agreement terminates and supersedes lease audit No. NWP-1388. S+N Vintners is the assignee of the license. Original interest holder was Simi Winery, Inc.	70.49	South
RR permits Licensee to reconstruct, maintain, and operate a 1-inch underground power line crossing beneath RR's property. RR may terminate w/o cause giving 30 days notice. RR may terminate for non-use cause. Either party may terminate with 30 days notice. Railroad may terminate if licensee fails to perform any covenant or condition. Licensee shall give RR 5 days' written notice prior to commencement of any work of reconstruction. Licensee agrees to reimburse RR the cost of furnishing any necessary watchmen, flagmen or inspectors and for performing any work, including installing and removing any necessary false work beneath tracks of RR.	N/A	N/A	Agreement terminates and supersedes lease audit No. NWP-1388. S+N Vintners is the assignee of the license. Original interest holder was Simi Winery, Inc.	70.51	South
RR grants grantee the right to construct, reconstruct, maintain and operate an overhead power line. RR may terminate for non-use (1 year) cause. No toxics clause. Grantee shall bear entire cost and expense of constructing, reconstructing and maintaining of conductors and materials. Grantee shall give RR one week's written notice prior to commencement of any work of construction or reconstruction.	N/A	N/A		71.01	South
NCRA hereby grants Bailey permission to construct a fence in accordance with Sonoma County, and any other necessary local approvals permitting requirements around the perimeter of the leased property. However, Bailey shall not make any alterations to the property without the prior written consent of NCRA. Improvements, excavations, removal of any trees, weeds, brush, grass or improvements and other modifications to the Property shall be the sole responsibility of Bailey. Bailey will make all reasonable efforts and take all reasonable precautions to maintain the property in such a way that is safe and free from unreasonable hazards likely to cause injury to persons who use the Property. Licensee shall assume full responsibility for the proper use and supervision of the property. Any written notice required hereby shall be deemed given upon receipt or forty-eight hours after such notice is deposited in the United States mail. NCRA shall not be liable for and is free from the cost of any damages for personal injury or property damage resulting from the use made by Licensee of the Property.	N/A	N/A		72.3	South
RR permits Licensee to construct, maintain and use a private roadway across the tracks and upon property. As part of consideration, Licensee agrees to bear the expense of removal of existing private road crossing located at Engineer's Station 3738+84, as indicated by yellow tint on attached print. RR may terminate w/o cause giving 30 days notice. Licensee shall install and maintain in good repair such gates and/or barricades. Licensee shall keep gates and/or barricades closed and securely locked at all times except when railway is being used. Licensee shall not perform any work of construction or repair on RR (except emergency repairs) unless RR's Division Superintendent is given 5 days advance notice thereof and approved of RR for such work is obtained in writing. Licensee agrees to reimburse RR of any construction, maintenance and removal of RR and signs.	N/A	N/A	Licensee pays expense of removal of private rd. crossing at E.S. 3738+84.	72.48	South
RR grants Licensee right to construct, maintain and operate an 8-inch water pipeline within a 12-inch casing. Markers in form and size satisfactory to RR shall be installed and constantly maintained by Licensee at RR's property lines. Except in emergencies, Licensee shall give RR 5 days' written notice of the day and hour it proposes to do any work on said structure. Licensee shall pay in full all persons who perform labor on said premises for Licensee and will not suffer any mechanics' or materialmen's liens to be enforced against RR's premises for work done or materials furnished at Licensee's instance or request. RR may terminate w/o cause giving 30 days notice. RR may terminate for default and/or non-use cause. Transferability: Assign with RR approval. No insurance clause. Toxics Clause: "comply with laws, clean spills, indemnify RR."	N/A	N/A		72.62	South
RR permits Licensee to construct, maintain and use private roadway across the tracks and upon property of RR. The permission herein granted is subject to all licenses, leases, easements, encumbrances and claims of title affecting said property of RR. Said roadway shall not be for public use. RR may terminate w/o cause giving 30 days notice. RR may terminate for default cause. Licensee shall not perform any work except emergency repair unless RR's Division Engineer is given 5 days' advance notice thereof and the approval of RR for such work is obtained in writing. All vehicles shall comply with posted signs and in any event shall stop before entering the crossing area and ascertain that it is safe to proceed across the tracks before doing so. Licensee shall keep roadway clear of all rubbish, debris and other material. Licensee shall install and maintain warning devices and make roadway changes required by public authority. Licensee shall install and maintain such drainage facilities, barricades and fence gates as Railroad may designate.	N/A	N/A	Terminates lease No. NWP-4965, May 24, 1977, covering roadway at MP 72.90 at Lytton.	72.97	South

## NCRA Agreements and Contracts

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
License may be active for a 6-inch private water pipeline crossing.	Sonoma	MP_73.43_WATER_1976.PDF	License Agreement	N/A	\$25.00 license fee.
License may be active for a private roadway.	Sonoma	MP_73.49_ROAD_XING_1976.PDF	License	N/A	\$25.00 allows Licensee to use a non-exclusive private roadway; \$10 per annum, payable annually in advance.
License may be active for a private roadway.	Sonoma	MP_73.68_ROAD_XING_1991.PDF	License Agreement	RR reserves right to construct, reconstruct, maintain and use existing and future transportation, communication and pipeline facilities in, upon, over, under, across and along said roadway.	\$385 partially to defray cost of handling, commencing w/ second year of term, Licensee shall pay RR sum of \$80 per annum, payable annually in advance.
License is in effect until April 30, 2026.	Sonoma	MP_73.70_PIPE_2006.PDF	License Agreement	N/A	\$1200 per year during the term.
Appears to have terminated on April 14, 1978 upon expiration of its term.	Sonoma	MP_73.84_WINERYOPS_1977_90.PDF	Commercial Lease	N/A	\$30.00 per annum, payable annually in advance; \$75.00 upon receipt of bill to partially defray admin. costs; \$240.00 per annum, effective Feb. 1, 1991; \$120 per annum effective May 15, 1986.
License may be active to maintain 3-inch private water pipeline.	Sonoma	MP_73.99_PIPE_1977.PDF	License	N/A	\$25.00 license fee to reconstruct, maintain and operate beneath Railroad's property.
License may be active for a private roadway.	Sonoma	MP_74.08_ROAD_XING_1977.PDF	License	N/A	\$25.00 to construct, maintain and use Railroad; \$10 per annum, payable annually in advance.
Lease appears to have terminated on October 31, 2013 upon expiration of its term.	Sonoma	MP_74.25_ROAD_XING_NoSignature_.PDF	Lease Agreement	N/A	\$324.00 per year; 10% late charge.
License for a private road crossing may be active in holdover.	Sonoma	MP_74.88_ROAD_XING_1967.PDF	License	N/A	\$25.00 to construct, maintain and use Railroad; \$10 per annum, payable annually in advance.
License for a private road crossing may be active.	Sonoma	MP_76.97_ROAD_XING_1975.PDF	License	N/A	\$75.00 to construct, maintain and use Railroad; \$10 per annum, payable annually in advance.

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$0.00	\$25.00	Geyserville	4	N.W.P.R.R. Co. & Leo Tretadue	N/A	June 15, 1968	No end date listed	No term listed
\$10.00	\$25.00	Geyserville	6	N.W.P.R.R. Co. & Leo Tretadue	N/A	July 1, 1976	No end date listed	No term listed
\$80.00	\$385.00	Nervo	10	N.W.P.R.R. Co. & Clos Du Bois Wines, Inc.	N/A	August 14, 1991	No end date listed	No term listed
\$1,200.00	\$0.00	Geyserville	3	N.C.R.R. Authority & Clos Du Bois Wines, Inc.	N/A	May 1, 2006	April 30, 2026	20 years, unless sooner terminated; renewal option
\$270.00	\$75.00	Nervo	8	N.W.P.R.R. Co. & Geyser Peak Winery	N/A	April 15, 1977	April 14, 1978	1 year
\$0.00	\$25.00	Geyserville	7	N.W.P.R.R. Co. & Geyser Peak Winery	N/A	March 16, 1977	No end date listed	No term listed
\$10.00	\$25.00	Nervo	8	N.W.P.R.R. Co. & Geyser Peak Winery	P.O. Box 44240 San Francisco, CA 94144	August 23, 1977	No end date listed	No term listed
\$324.00	\$0.00	Geyserville	25	N.C.R.R. Authority & Sonoma Silverado Properties	419 Talmage Rd Ste. M Ukiah CA 95482	November 1, 2008	October 31, 2013	5 years from effective date, unless sooner terminate as provided herein.
\$10.00	\$25.00	Geyserville	6	N.W.P.R.R. Co. & Byron L. Lampson	N/A	December 15, 1967	December 14, 1990	23 years from date first herein written, afterwards month-to-month tenancy
\$10.00	\$75.00	Omus	6	N.W.P.R.R. Co. & Geyser Peak Winery	N/A	February 1, 1975	No end date listed	No term listed

## NCRA Agreements and Contracts

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
RR permits Licensee to construct, reconstruct, maintain and operate an 6-inch water pipeline crossing for irrigation purposes beneath RR's property. Licensee agrees to keep RR's premises in a good and safe condition, so far as affected by Licensee's use, free from waste all the satisfaction of RR, failing which, RR may perform necessary work at the expense of Licensee, which Licensee agrees to pay to RR upon demand. Licensee shall give RR 5 days' written notice prior to the commencement of any work of construction or reconstruction. Licensee shall not assign or transfer this agreement. Licensee agrees to reimburse RR for furnishing any necessary watchmen, flagmen or inspectors and for performing and work. This agreement may be terminated by either party giving 30 day's notice in writing.	N/A	N/A		73.43	South
RR permits Licensee to use a non-exclusive private roadway upon property of RR. The permission herein granted is subject to all licenses, leases, easements, encumbrances and claims of title affecting RR. Licensee shall maintain roadway in food and safe condition; keep roadway clear of all rubbish, debris and other material; no construction or repair except emergency repair. RR may terminate w/o cause giving 30 days notice. RR may terminate for default cause. Licensee is liable for anything happening on the property.	N/A	N/A	Page 4 unreadable.	73.49	South
RR permits Licensee to construct and maintain private roadway across the tracks and upon RR. The permission herein granted is subject to all licenses, leases, easements, encumbrances and claims of title affecting said property of RR. Roadway is not for public use. Licensee shall keep roadway clear of all rubbish, debris and other material; install and maintain warning devices and make roadway changes required by public authority; install and maintain such drainage facilities, barricades and fence gates as Railroad may designate. Licensee shall not perform any work on RR's property unless RR's authorized engineer is given 5 days' advance notice thereof and the approval of RR for such work is obtained in writing. Licensee shall pay for all materials joined or affixed to said property. Licensee agrees to be held liable for any damages or injuries occurred on property; shall provide/keep bodily injury and property damage liability insurance of \$2,000,000 or more. Either party may terminate with 30 days' notice. Agreement cannot be transferred without RR's consent.		N/A	The rental shall automatically with 30-day notice to Licensee, be adjusted, upwards only, on each anniversary of the effective date of this Agreement, by the CPI Factor as indicated on the Consumer Price Index, Urban Wage Earners and Clerical Workers, u. s. City Average, All Items (1982-84 = 100).	73.68	South
RR grants Licensee the right to utilize an underground pipeline carrying utility lines. Property may be entered upon and maintained by Licensee solely for the purpose of installing and maintaining the underground pipeline. Licensee hereby agrees to install all permanent improvements and any necessary utilities to serve those improvements which shall become part of Property. Licensee shall be liable for and is free from the cost of any damages for personal injury or property damage resulting from the use made by Licensee of the Property. Licensee will not assign this license without the prior written consent of RR. All notices shall be deemed given upon receipt of 48 hours after such notice is deposited in U.S. mail, first class postage prepaid.	N/A	N/A	APN 140-040-022.	73.7	South
Used solely and exclusively for the maintenance and use of the improvement in connection with the operation of a winery. RR may terminate w/o cause giving 30 days notice. RR may term for default and/or non-use (90 days) cause. Mineral Rights - right to all minerals without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived there; premises within 500 ft. of surface to extricate or remove.	N/A	N/A	Terminates lease No. NWP-1867, February 9, 1925, with Frank Nervo for use of premises for loading fruit.	73.84	South
RR permits Licensee to reconstruct, maintain and operate a 3 inch water pipeline beneath RR's property. Transferability: Assign w/ RR approval. Toxics Clause: "Comply with laws; clean spills; indemnify RR. RR may terminate w/o cause giving 30 days notice. RR may terminate for default and/or non-use cause. Licensee agrees to keep RR's premises in a good and safe condition, so far affected by Licensee's use, free form waste all to the satisfaction of RR, failing which, RR may perform the necessary work at the expense of Licensee, which expense Licensee agrees to pay to RR upon demand. Licensee agrees to reimburse RR the cost to RR of furnishing any necessary watchmen, flagmen, or inspectors and for performing any work.	N/A	N/A	This agreement terminates and supersedes certain agreement dated August 20, 1945 between Railroad and Frank Nervo covering 3-inch pipeline for conveying water at Nervo. Maintain project markers.	73.99	South
RR permits Licensee to construct, maintain and use a private roadway across the tracks and upon property. RR may terminate w/o cause giving 30 days notice. RR may terminate for default cause. No toxics clause. Licensee shall not perform any work on RR's property unless RR's Division Engineer is given 5 days' advance notice thereof and the approval of RR for such work is obtained in writing.	N/A	N/A	Pages 3 and 5 are blank.	74.08	South
RR may terminate w/o cause giving 30 days notice. Used solely and exclusively for Private Crossing Over Tracks. ; limit of \$2,000,000 liability - workers compensation; \$2,500 insurance. Mineral Rights - right to all minerals without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived there.	N/A	N/A	Lease Agreement not signed. Contractor general safety requirements attached.	74.25	South
RR permits Licensee to construct, maintain, and use a private roadway across tracks and upon property of RR. The permission herein granted is subject to all licenses, leases, easements, encumbrances and claims of title affecting said property of RR. Roadway shall be private. RR may term for default cause.	N/A	N/A	Page 3 is blank. 23 year term, but month-to-month basis after.	74.88	South
RR permits Licensee to construct, maintain, and use a private roadway across the tracks and upon property of RR. The permission herein granted is subject to all licenses, leases, easements, encumbrances and claims of title affecting said property of RR. Property is for private use only. Licensee shall not perform any work of construction or repair on said roadway unless it's an emergency or RR's Division Superintendent is given 5 days' advance notice thereof and the approval of RR for such work is obtained in writing. Licensee shall install and maintain in good repair such gates and/or barricades as may be required by RR in connection with the construction and use of roadway; gates and/or barricades shall be kept closed and securely locked at all times except when said roadway is actually being used. Transferability: Assign w/ RR approval. Insurance: Proof upon request. RR may terminate w/o cause giving 30 days notice. RR may terminate for default cause.	N/A	N/A	Page 2 is blank.	76.97	South

**NCRA Agreements and Contracts**

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
License for a private road crossing may be active.	Sonoma	MP_77.76_ROAD_XING_1979.PDF	License	N/A	\$75.00 to construct, maintain and use Railroad; \$20 per annum, payable annually in advance.
License for a private 5-inch irrigation pipe may be active.	Sonoma	MP_78.73_PIPE_1959.PDF	License	N/A	\$25.00 to be paid by Licensee to Railroad.
Lease appears to have terminated on January 31, 1968 pursuant to its terms and conditions.	Sonoma	MP_78.78_PIPE_etc_1967.PDF	Commercial Lease	N/A	\$115.00 per annum payable annually in advance.
License appears to have terminated per the agreement on November 30, 1982.	Sonoma	MP_78.78_ROAD_XING_1981.PDF	License	N/A	\$125.00 to maintain and use railroad.
License for a private 6" PVC water line may be active.	Sonoma	MP_79.24_PIPE_1981.PDF	License	Licensor reserves full rights, consistent with the rights herein granted to construct, reconstruct, maintain and operate existing and additional transportation, communication, pipeline and power facilities upon, over and beneath its premises.	\$125.00 partially to defray the cost of handling; \$200.00 inspection charge.
License for a private roadway may be active.	Sonoma	MP_79.24_ROAD_XING_1979.PDF	License	RR reserves the right to perform, at Licensee's expense, all or any portion of work required in connection with the construction, maintenance, use and removal of said roadway.	\$75.00 to maintain and use Railroad; \$20 per annum, payable annually in advance.
License may be active for a private 4-inch water irrigation pipeline.	Sonoma	MP_79.29_PIPE_1980.PDF	License	Licensor reserves full rights, consistent with the rights herein granted to construct, reconstruct, maintain and operate existing and additional transportation, communication, pipeline and power facilities upon, over and beneath its premises.	\$125.00 partially to defray the cost of handling.
License for a private roadway may be active.	Sonoma	MP_79.35_ROAD_XING_1986.PDF	License	N/A	\$275.00 paid by Licensee to maintain and use Railroad; \$55.00 per annum, payable annually in advance.
License for a private pipeline may be active.	Sonoma	MP_79.75_PIPE_1988.PDF	License	N/A	\$300 fee to defray cost of handling and \$75 per year as part of consideration.
License for a private pipeline may be active.	Sonoma	MP_80.02_PIPE_1989.PDF	License	N/A	\$315 to be paid to defray the cost of handling and \$80 to be paid per annum in consideration.
Public easement for railroad crossing.	Sonoma	MP_80.90_CROSSING_1979 - County of Sonoma.PDF	Easement	N/A	Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within two years from the date first herein written.

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$20.00	\$75.00	Geyserville	7	N.W.P.R.R. Co. & Mr. and Mrs. Ian MacDonald	N/A	August 16, 1979	No end date listed	No term listed
\$0.00	\$25.00	Chianti	6	N.W.P.R.R. Co. & Seghesio Winery and Vineyards	N/A	August 1, 1959	No end date listed	No term listed
\$115.00	\$0.00	Healdsburg	4	N.W.P.R.R. Co. & Seghesio Wineries, Inc.	N/A	February 1, 1967	January 31, 1968	1 Year
\$0.00	\$125.00	Chianti	5	N.W.P.R.R. Co. & Auburn Constructors	N/A	May 27, 1981	November 30, 1982	No term listed
\$0.00	\$325.00	Chianti	4	N.W.P.R.R. Co. & Michael B. Kuimelis	N/A	April 15, 1981	No end date listed	No term listed
\$20.00	\$75.00	Chianti	3	N.W.P.R.R. Co. & Michael B. Kuimelis	N/A	July 30, 1979	No end date listed	No term listed
\$0.00	\$125.00	Chianti	5	N.W.P.R.R. Co. & Michael B. Kuimelis and Lorene Truman Kuimelis	N/A	September 26, 1980	No end date listed	No term listed
\$55.00	\$275.00	Chianti	6	N.W.P.R.R. Co. & Terry S. Sweet	N/A	August 11, 1986	No end date listed	No term listed
\$75.00	\$300.00	Healdsburg	5	Northwestern Pacific Transportation Company & Michael & Dianne Delfino	N/A	May 13, 1988	No end date listed	No term listed
\$80.00	\$315.00	Cloverdale	6	Southern Pacific Transportation Co. & Ronald & Marie Rollerli and Fred & Deanne Edridge	N/A	June 15, 1989	No end date listed	No term listed
\$0.00	\$0.00	Asti	8	N.W.P.R.R. Co. & County of Sonoma	N/A	April 19, 1979	No end date listed	No term listed

## NCRA Agreements and Contracts

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
RR permits Licensee to construct, maintain, and use a private roadway across the tracks and upon property of RR. The permission herein granted is subject to all licenses, leases, easements, encumbrances and claims of title affecting said property of RR. Licensee shall keep roadway and track flange ways clear of rubbish, construct/maintain whistle and stop signs as designated by RR, trim shrubbery, install/maintain warning devices and make roadway changes required by public authority, install/maintain such drainage facilities, barricades and fence gates as RR may designate, reimburse RR for any expense done to RR. Licensee shall not perform any work on RR's property unless RR's Division Engineer is given 5 days' advance notice in writing. Insurance not specified. No toxics clause. RR may terminate w/o cause giving 30 days notice. RR may terminate for default cause.	N/A	N/A	Page 7: Unknown.	77.76	South
RR permits Licensee to construct, reconstruct, maintain and operate 5-inch Irrigation pipe encased in 8-inch pipe. Licensee shall not perform any work on RR's property unless RR is given 5 days' advance notice in writing. Transferability: assign w/ RR approval. No insurance clause. RR may terminate for default or non-use cause. Either party may terminate with 30 days notice. Licensee agrees to reimburse RR the cost to RR of furnishing any necessary watchmen, flagmen or inspectors and for performing any work. Licensee liable for all fees acquired with RR.	N/A	N/A	Constructed beneath property of Railroad at or near E.S. 4076+10, Chianti. Pages 2, 3 and 6 are blank.	78.73	South
platform and septic tank, an 8-inch concrete pipe and 3-inch water pipe.	N/A	N/A	Pipe.	78.78	South
RR permits Licensee to construct, maintain and use a private roadway across the tracks upon property of RR. Agreement may be terminated by either party hereto by giving 24 hours notice. This agreement shall not be assigned by Licensee in whole or in part. Licensee, at Licensee 's expense, shall furnish and maintain a competent flagman at said roadway at all times when said roadway is in use by Licensee 's vehicles to direct such traffic over the said roadway. The permission is non-exclusive. \$2,000,000 covering contractual liability assumed by Licensee hereunder.	N/A	N/A	Also MP 78.8; Road Xing.	78.78 & 78.8	South
Licensor grants Licensee the right to construct, reconstruct, maintain and operate a 6" PVC water line in a 10" x 3/16" x 32" steel casing. Markers in form and size satisfactory to Licensor shall be installed and constantly maintained by Licensee at RR's property lines. Licensee shall not perform any work on RR's property unless RR is given 5 days' advance notice in writing. Licensee bears costs of reconstructing. Licensee shall relocate upon request. Transferability: Assign w/ RR approval. Insurance: not specified. Toxics Clause: "comply with laws; clean spills; indemnify RR." RR may terminate w/o cause giving 30 days notice. RR may terminate for default or non-use cause.	N/A	N/A	Insurance not specified.	79.24	South
RR permits Licensee to construct, maintain and use private roadway across the tracks and upon property of RR. The permission herein granted is subject to all licenses, leases, easements, encumbrances and claims of title affecting said property of RR. Licensee shall keep roadway and track flange ways clear of all rubbish, construct/maintain whistle and stop signs as designated by RR, trim shrubbery, install/maintain warning devices and make roadway changes required by public authority, install/maintain drainage facilities, barricades and fence gates as RR may designate, keeping such barricades and fence gates locked unless being used. Agreement shall not be assigned by Licensee. Either party may terminate giving 30 days' notice.	N/A	N/A	Licensee warrants that Licensee is the lawful owner of the rights of Syar Industries in and to said agreement. Only half of map.	79.24	South
RR grants Licensee the right to construct, reconstruct, maintain and operate a 4-inch water irrigation pipeline in an 8-inch steel casing. Markers in form and size satisfactory to RR shall be installed and constantly maintained by Licensee at RR's property lines. Licensee shall bear the entire cost of constructing, reconstructing, maintaining and operating said structure on RR's premises. Licensee shall not perform any work on RR's property unless RR is given 5 days' advance notice in writing. Relocation: "Interest holder must relocate if asked." Transferability: assign w/ RR approval. Licensee shall have insurance for body injuries and property damage. Toxics Clause: "comply with laws; clean spills; indemnify RR." RR may terminate w/o cause giving 30 days notice. RR may terminate for default and/or non-use cause.	N/A	N/A		79.29	South
RR permits Licensee to maintain and use a private roadway across the tracks and upon property of RR. The permission herein granted is subject to all licenses, leases, easements, encumbrances and claims of title affecting said property of Railroad. Roadway is not for public use. Licensee shall maintain said roadway in a good and safe condition, keep roadway clear of all rubbish, construct/maintain whistle and stop signs as designated by RR, trim shrubbery, install/maintain warning devices and make roadway changes required by public authority, install/maintain such drainage facilities, barricades and fence gates as RR may designate, and reimburse RR for any expense incurred, including, but not limited to, the items listed above. Licensee shall not perform any work on RR's property unless RR's Division Engineer is given 5 days' advance notice in writing. Transferability: assign w/ RR approval. Insurance: Interest holder indemnifies RR, Insurance proof upon request. Toxics Clause: "Comply with laws; clean spills; indemnify RR." RR may terminate w/o cause giving 30 days notice. RR may terminate for default cause.	N/A	N/A		79.35	South
Licensor reserves right to construct/maintain/operate structures on premises. Markers shall be constructed/maintained by and at licensee's expense. Construction/maintenance of structure in accordance with plans approved by licensor. Required tests by licensor shall be done at licensee's expense. Indemnity. In event of condemnation, compensation for taking/damage to structure will be assigned to licensee, compensation for taking/damage to premises shall be assigned to licensor. Termination by either party with 30 days notice or abandonment of structure. Licensee obliged to comply with all applicable laws including environmental protection and must clean any discharge, leakage, spillage, emission or pollution. Non-transferrable. Contract work must enter agreement with railroad. Licensee shall pay in full all persons who perform labor on said premises for Licensee, and will not suffer any mechanics' or materialmen's liens to be enforced against Licensor's premises for work done.	N/A	N/A		79.75	South
Licensor reserves right to construct/maintain/operate structures on premises. Markers shall be constructed/maintained by and at licensee's expense. Construction/maintenance of structure in accordance with plans approved by licensor. Required tests by licensor shall be done at licensee's expense. Indemnity. In event of condemnation, compensation for taking/damage to structure will be assigned to licensee, compensation for taking/damage to premises shall be assigned to licensor. Termination by either party with 30 days notice or abandonment of structure. Licensee obliged to comply with all applicable laws including environmental protection and must clean any discharge, leakage, spillage, emission or pollution. Non-transferrable. Contract work must enter agreement with railroad. Licensee shall pay in full all persons who perform labor on said premises for Licensee, and will not suffer any mechanics' or materialmen's liens to be enforced against Licensor's premises for work done.	N/A	N/A		80.02	South
The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway. Railroad reserves right to construct/maintain/operate structures to serve purpose as common carrier. Rights cease if work is not commenced in 2 years. Grant does not allow for the installation of any ditches, pipes, drains, sewer or underground structures, facilities of any telegraph, telephone, electric power lines. Grantee shall obtain necessary governmental authority to construct/reconstruct/maintain/use highway. Grantee shall bear the entire expense of constructing/reconstructing/maintaining highway. Grantee agrees to pay railroad an amount equal to all assessments levied on property to defray costs. Rights cease if highway is abandoned for 1 year. Grantee shall reimburse railroad 50% of expenses incurred.	N/A	N/A		80.9	South

**NCRA Agreements and Contracts**

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
Per its terms, the lease may have terminated on April 30, 2015.	Sonoma	MP_80.90_UTILITY_2005-Treasury Wine Estates.PDF	Lease	Lessor also reserves for itself and those to whom it grants such right the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the Premises, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon the Premises within five hundred feet (500') of the surface thereof to extricate or remove the same.	\$300 to be paid per year for rent.
License for a pipeline may be active.	Sonoma	MP_80.92_and_81.84_PIPE_1989.PDF	License	N/A	\$315 to be paid to defray the cost of handling and \$80 to be paid per annum in consideration.
License for a private railroad crossing may be active.	Sonoma	MP_81.12_ROAD_XING_1975.PDF	License	N/A	Licensee shall pay for all materials joined or affixed to said property, and for all labor per-formed upon said property, at Licensee's instance or request, and Licensee shall not permit or suffer any mechanics' liens or materialmen's liens or any kind or nature to be enforced against the property or Railroad for any such work done or materials joined or affixed thereto.
Lease may be active if in holdover.	Sonoma	MP_81.22 AND 81.3.LEASE.1988.pdf	Lease	Lessor also reserves for itself and those to whom it grants such right the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the Premises, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon the Premises within five hundred feet (500') of the surface thereof to extricate or remove the same.	\$1,200 to be paid as rent for the Premises per annum.
Lease is still in effect as it does not terminate until June 30, 2030.	Sonoma	MP_81.71_MULTIPLE_1990_2010 - E & J Gallo.PDF	Lease	N/A	\$2,400 to paid as rent per year; \$330 to partially defray cost.
License for a private sanitary sewer pipeline crossing and water pipeline crossing may be active.	Sonoma	MP_82.41_PIPES_1996.PDF	License	N/A	\$500 processing fee; \$500 per annum for rent.
License for a private sanitary sewer pipeline crossing and water pipeline crossing may be active.	Sonoma	MP_82.41_PIPES_1996b.PDF	License	N/A	\$500 processing fee; \$500 per annum for rent.
License may be active for use of a private water pipeline.	Sonoma	MP_82.50_PIPES_1991.PDF	License	N/A	\$385 to defray cost of handling and \$95 per annum as part of consideration.

## NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$300.00	\$0.00	Asti	24	NCRA & Beringer Blass Wine Estates Co.	e Road, Suite M, Ukiah	May 1, 2005	April 30, 2015	10 Years
\$80.00	\$315.00	Asti	13	N.W.P.R.R. Co. & Wine World Inc.	N/A	March 6, 1989	No end date listed	No term listed
\$0.00	\$0.00	Asti	4	N.W.P.R.R. Co. & United Vintners	N/A	August 1, 1975	No end date listed	No term listed
\$1,200.00	\$0.00	Asti	20	N.W.P.R.R. Co. & Wine World Inc.	P.O. Box 44240, San Francisco, California 94144	June 17, 1988	July 16, 1988	30 Days, then month to month
\$2,400.00	\$330.00	Asti	12	NCRA & G3 Enterprises, Inc.	N/A	July 1, 2010	June 30, 2030	20 Years
\$500.00	\$500.00	Icaria Station	6	N.W.P.R.R. Co. & Asti Associates	N/A	December 23, 1996	No end date listed	No term listed
\$500.00	\$500.00	Icaria Station	9	N.W.P.R.R. Co. & Asti Associates	N/A	December 23, 1996	No end date listed	No term listed
\$95.00	\$385.00	Icaria	7	N.W.P.R.R. Co. & Mr. Joe Torvick	N/A	November 18, 1991	No end date listed	No term listed

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
Used exclusively for Overhead Utility Crossing. Lessee shall not permit any damage, nuisance or waste on the premises. Termination by either party with 30 days notice. Lessee shall arrange for the filing of any map required under any subdivision map act and of any environmental impact report required. Lessee shall comply with all laws. Lessee leases premises on "as is" basis. Lessee solely responsible for conducting any inspections necessary in determining whether to enter Lease. Lessee shall pay all taxes, charges, and assessments, levied upon premises. Lessee may complete alterations described in agreement at Lessee's expense. Lessee shall pay all utilities and \$200 upon receipt of a bill to defray costs if lessor should need to contract with a utility to provide service. Lessee shall keep the Premises in neat & safe condition. Lessee shall not permit any liens to be filed against the Premises nor against the Lessee's leasehold interest. Indemnity. Lessee shall comply with all environmental protection laws/handling of hazardous materials/annual certifications. Must provide proof of worker's comp/commercial general/PPI, Railroad protective liability insurance. Non-transferrable without consent from railroad. In event of condemnation, Lessee is not entitled to compensation for taking of premises. the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees/judgement costs.		N/A		80.9	South
Licensor reserves right to construct, reconstruct, maintain and operate structures on premises. Licensee shall install and maintain identifying markers. Licensee responsible for cost of constructing structure. Licensee shall reimburse Licensor for all cost Licensor in furnishing materials/performing labor. Structure shall be constructed/reconstructed/maintained in accordance with plans approved by Licensor. Indemnity. In event of condemnation, licensee shall receive compensation only for the taking and damaging of said structure. Licensee shall comply with all laws and environmental protection. Licensee shall clean any discharge, leakage, spillage, emission or pollution on the premises. Contracted work must enter into agreement with railroad. Termination by either party with 30 days notice. Non-transferrable without consent from railroad. Licensee shall pay all liens against premises.	N/A	N/A		80.92 & 81.84	South
Roadway shall be a private one/not be for public use. Licensee shall construct and maintain roadway in good & safe condition. Licensee shall not perform work without 5 days notice and railroad approval. All vehicles comply with road signs. Licensee shall not obstruct/interfere with the passage of railroad's trains. Licensee shall pay for all materials joined or affixed to said property. Indemnity. Termination by either party with 30 days notice. Licensee shall remove roadway upon termination.	N/A	N/A		81.12	South
Exclusively for the maintenance/use of Lessor-owned improvement for office purposes. Lessee shall not permit any damage, nuisance or waste on the Premises. Lessee shall arrange for the filing of any map required under any subdivision map act. Lessee may terminate agreement if governmental body imposes condition on approval of lessee's use of premises. Lessee accepts premises "as is, where is". Lessee shall pay all taxes, charges, and assessments which are levied. Lessee shall arrange/pay for all utilities. Lessee shall pay minimum sum of \$350 if lessor contracts with utility company to provide service to premises. Indemnity. Lessee shall comply with all applicable laws, regulations, rules and orders. Lessee shall clean any discharge, leakage, spillage, emission, or pollution. Lessee shall provide evidence of insurance. All work must enter into agreement and be approved by railroad. Lessee shall not install/extend any electrical wires in/to any Lessor-owned improvements on the Premises without the prior written consent. Lessee shall keep/maintain the Premises and all improvements in neat & safe condition. Lessee shall remove all personal property from premises upon termination. Lessee may not commence repairs or alterations without 15 days notice and approval of railroad. Contracted work must enter into agreement with railroad.	Rent shall be adjusted based on the higher of the CPI Factor.	N/A		81.22 & 81.3	South
Grants right to construct, reconstruct, maintain and operate 10" water pipe line crossing. Licensee bears all costs. Structure constructed and maintained in accordance to approved plans by Licensor. In the event any or all of the premises in condemned, Licensee shall receive compensation only for the taking and damaging of said structure. Agreement terminated upon abandonment, failure to correct default, upon 30 days written notice by Licensor to Licensee and vice versa. Licensee at its own expense, shall follow all environmental laws. Licensee pays for all labor costs. Notice to be given before commencing work.	CPI increase shall commence on year 5.	N/A	Option to renew again for another 10 years.	81.71	South
Grants right to construct, reconstruct, maintain and operate beneath Railroad's property, at a depth specified by the railroad, a 4 inch sanitary pipeline crossing and a six inch water pipe line crossing. Licensee agrees to keep premises in a good and safe condition. Cannot transfer agreement without Railroad consent. Licensee reimburse Railroad the cost of furnishing watchmen, inspectors, and flagmen for work. Indemnity. No contractor may work till agreement reached with Railroad. Licensee will pay Railroad attorney fees in the instance a suit is filed. Agreement may be terminated by either party within 30 days in writing.	N/A	N/A		82.41	South
Grants right to construct, reconstruct, maintain and operate beneath Railroad's property, at a depth specified by the railroad, a 4 inch sanitary pipeline crossing and a six inch water pipe line crossing. Licensee agrees to keep premises in a good and safe condition. Cannot transfer agreement without Railroad consent. Licensee reimburse Railroad the cost of furnishing watchmen, inspectors, and flagmen for work. Indemnity. No contractor may work till agreement reached with Railroad. Licensee will pay Railroad attorney fees in the instance a suit is filed. Agreement may be terminated by either party within 30 days in writing.	N/A	N/A		82.41	South
Construct, reconstruct, maintain and operate a 2 inch water pipeline within a 6 inch casing. Markers to be installed based on Licensor. Structure shall be constructed, reconstructed, and maintained according to plans approved by Licensor. Licensee agrees to indemnify Licensor, its officers, agents, and employees from any claims, demands, losses, damages, causes of action, suits, and liabilities, and fees for injury or death. In the event all or any portion of premises are condemned, Licensee shall receive compensation for the taking and damage of said structure. This agreement may be terminated by either party within 30 days of a written notice. Environmental laws shall be followed. Contractor may not work till agreement made with Licensor. Agreement not assignable. Licensee pays all labor costs.	Automatically adjusted upwards on each anniversary based on CPI factor (1982-84=100).	N/A		82.5	South

**NCRA Agreements and Contracts**

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
Agreement may have expired.	Sonoma	MP_83.48_CROSSING_1920.PDF	Agreement	N/A	No fees.
Easement for a private water pipeline may still encumber the property.	Sonoma	MP_83.48_PIPE_1972.PDF	Easement	N/A	\$50 in consideration and \$125 assignment.
License for a private pipeline may be active.	Sonoma	MP_83.48_PIPE_1974.PDF	License	N/A	\$50 in consideration.
License for a private ditch and pipe may be active.	Sonoma	MP_83.55_DITCH_AND_PIPE_1973.PDF	License	N/A	\$25 fee, construct, reconstruct, maintain and operate beneath Railroad's property, at a depth specified by Railroad, a drainage ditch and a blower pipe through existing Railroad culvert.
Assigned private agreement may be active.	Sonoma	MP_83.61_MULTIPLE_1984.PDF	Assignment	N/A	For value received, the undersigned Masonite Corporation, Western Lumber Division, hereby assigns, transfers and sets over unto Louisiana Pacific Corporation. \$125 consideration.
License for a private railroad crossing may be active.	Sonoma	MP_83.90_ROAD_XING_1960.PDF	License	N/A	\$25 lump sum to construct, repair, maintain and use a private roadway across the tracks and upon property of Railroad.
Agreement for a public pipeline may be active.	Sonoma	MP_83.92_PIPE_1963.PDF	Agreement	N/A	Assignee shall pay to Railroad \$50 as part of consideration.
License for a water pipeline may be active.	Sonoma	MP_83.95_PIPE_1992.PDF	License	N/A	Licensee shall pay Licensor \$405 partially to defray cost of handling; \$100 per year.
License may be active for electrical power lines, telephone line, and cable-TV line.	Sonoma	MP_83.97_COMM_and_ELECTRIC_1973.PDF	License	N/A	\$50 to be paid by Licensee to Railroad.
Easement for a private railroad crossing may still encumber the property.	Sonoma	MP_84.00_CROSSING_2012.PDF	Easement	N/A	\$80,000 to NCRA as compensation for property rights conveyed; \$2,000 annual payment to NCRA for maintenance.
License for a private waterline crossing may be active.	Sonoma	MP_84.30_WATERPIPE_1969.PDF	License	N/A	\$25 to be paid by Licensee to Railroad permits Licensee to construct, reconstruct, maintain and operate beneath Railroad's property at a depth specified by Railroad.
Easement for a public sanitary sewer pipeline.	Sonoma	MP_84.31_SEWER_1986.PDF	Easement	N/A	\$395 in consideration.

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$0.00	\$0.00	Clowerdale	3	N.W.P.R.R. Co. & Paul L. Dehay and Emile B. Dehay	N/A	December 22, 1920	No end date listed	No term listed
\$0.00	\$175.00	Icaria Station	3	N.W.P.R.R. Co. & Molalla Forest Products	N/A	April 23, 1971	No end date listed	No term listed
\$0.00	\$50.00	Icaria Station	5	N.W.P.R.R. Co. & Masonite Corporation	N/A	January 1, 1974	No end date listed	No term listed
\$0.00	\$25.00	Capella	6	N.W.P.R.R. Co. & Masonite Corporation, Western Lumber Division	N/A	December 6, 1973	No expiration date listed	N/A
\$0.00	\$125.00	Clowerdale	2	Masonite Corporation, Western Lumber Division & Louisiana Pacific Co.	N/A	January 31, 1984	No expiration date listed	N/A
\$0.00	\$25.00	Clowerdale	5	N.W.P.R.R.Co & Hulbert and Muffly Company, Inc.	N/A	July 28, 1960	No expiration date listed	N/A
\$0.00	\$50.00	Clowerdale	6	N.W.P.R.R. Co. & U.S. Department of the Interior, Bureau of Indian Affairs	N/A	September 12, 1963	No end date listed	No term listed
\$100.00	\$405.00	Clowerdale	8	Southern Pacific Transportation Co. & Michael E. Delaura	N/A	December 15, 1992	No end date listed	No term listed
\$0.00	\$50.00	Icaria Station	3	N.W.P.R.R. Co. & Masonite Corporation	N/A	January 1, 1974	No end date listed	No term listed
\$2,000.00	\$80,000.00	Healdsburg to Eureka	5	NCRA, Amonos LLC, and Sirrah LLC	N/A	September 20, 2012	No end date listed	No term listed
\$0.00	\$25.00	Clowerdale	3	N.W.P.R.R. Co. & Russel K. Kinsey	N/A	August 25, 1969	No end date listed	No term listed
\$0.00	\$395.00	Clowerdale	11	N.W.P.R.R. Co. & City of Clowerdale	N/A	April 23, 1986	No end date listed	No term listed

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
First party agrees that in the reconstruction of its trestle 83-G it will so drive its piling or construct its bulkheads as to provide an open clear space underneath its tracks, not less than 13 feet in width measured horizontally between piles or abutments, and not less than 10 feet in height measured from top of ground to bottom of stringer in said trestle, and will permit second parties to use said opening as an under grade crossing. Second parties agree, at their own expense, to construct and thereafter maintain their own roadway leading to the said crossing indicated by the red lines on said map, and will improve the said under grade crossing so as to make said crossing serviceable. And second parties hereby agree that as soon as first party has reconstructed its trestle as above set forth, second parties will permit first party to close said grade crossing as shown in yellow on said blue print map and abandon all claim thereto.	N/A	N/A		83.48	South
Grants right to construct, reconstruct, maintain and operate beneath Railroad's property 12" water main crossing for fire protection. Licensee agrees to keep premises in good and safe condition. Licensee shall not transfer agreement without consent of Railroad. Licensee reimburses Railroad the cost of furnish any watchmen, flagmen, or inspectors, for any work done. In the event Licensee discontinues use of structure, all rights ceased. Licensee agrees to indemnify Railroad from all liabilities. No work shall be commenced by contractor until agreement made with Railroad. Licensee will pay for all materials needed. If Railroad successfully brings suit, Licensee will pay reasonable attorney fees. This agreement may be terminated by either party with a 30 day notice in writing.	N/A	N/A		83.48	South
Grants right to construct, reconstruct, maintain and operate upon Railroad's property an 8 inch diameter pipe for the transporting of wood chips. Licensee agrees to keep premises in good and safe condition. Licensee shall not transfer this agreement without prior consent of Railroad. Licensee agrees to reimburse Railroad the cost of furnishing any watchmen, inspectors, and flagmen for work done. In the event structure use is discontinued, all rights shall cease. Licensee agrees to indemnify Railroad against all liabilities. No work shall be commenced by a contractor till an agreement is made with Railroad. Licensee pays for all materials. Licensee pays for attorney fees for Railroad. Agreement may be terminated by either party with a 30 days notice in writing. Absence of markers does not constitute warranty by Railroad.	N/A	N/A		83.48	South
Licensee agrees to keep Railroad's premises in a good and safe condition. Nontransferable without written consent of railroad. Licensee will reimburse railroad's expenses. Rights cease with nonuse or failure to observe/performed conditions of agreement. Indemnity. Contract work must enter agreement with railroad. Licensee will fully pay for all materials joined or affixed to said premises. Licensee will pay railroad attorney fee/judgement costs. Termination by either party with 30 days notice.	N/A	N/A	Agreement supersedes previously terminated agreement.	83.55	South
Railroad hereby consents to the foregoing assignment by the assignee therein named. subject to the covenants. conditions and terms set forth in the instrument assigned.	N/A	N/A		83.61	South
Licensee shall construct Licensee will pay railroad attorney fee/judgement costs and maintain said roadway in a good and safe condition. All vehicles will abide by signs and not interfere/obstruct passage of railroad's trains. Licensee will construct and maintain necessary gates. Licensee shall pay for all materials joined or affixed to said property. Indemnity. Termination by either party with 30 days notice. Licensee to restore premises to safe & clean condition upon termination.	N/A	N/A		83.9	South
Agreement between N.W.P.R.R. Co. and the U.S. Department of the Interior, Bureau of Indian Affairs relating to construction, maintenance, and operation of 4 inch galvanized iron water pipe in 6 inch wrought iron casing.	N/A	N/A		83.92	South
Grants the right construct, reconstruct, maintain and operate a 2" water line within a 8" casing. Markers in form and size satisfactory to Licensor shall be installed and constantly maintained by Licensee. Licensee bears all cost of construction and maintenance. The rights herein granted are subject to the rights of the Licensor to construct, reconstruct, maintain and operate fiber optic and other telecommunications systems in, upon, along, across and beneath the premises. Licensee reimburses Licensors all expenses incurred. Licensee agrees to indemnify Licensor. In the event of any or all of the premises is condemned, Licensee shall receive compensation only for the taking and damaging of said structure. Agreement may be terminated by either party with a 30 days written notice. Licensee shall comply with all environmental laws at its own expense. No work shall be commenced by Contractor till they reach an agreement with Licensor. Agreement not assignable without Licensor consent. Licensee shall pay all labor costs.	N/A	N/A	automatically adjusted upwards on each anniversary based on CPI factor (1982-84=100).	83.95	South
Railroad permits Licensee to construct, maintain and operate over and across property of Railroad a 440 volt electrical power line, 1 coaxial TV cable line, and 1 telephone communication line. Licensee acknowledges the title of Railroad in and to the premises and agrees never to assail or resist said title. Facilities shall be installed and maintained by Licensee to the satisfaction of Railroad. Licensee shall keep premises in neat and safe conditions. Licensee agrees to indemnify Railroad and The Western Union Telegraph Company from any liabilities. Agreement may be terminated by either parties with a 30 day notice in writing. Licensee shall not assign the rights and privileges given without the consent of Railroad. No work on Railroad shall be commenced by any contractor until they have gotten into an agreement with Railroad.	N/A	N/A		83.97	South
NCRA consents to the construction of the Crossing Improvements. Owners will constrict the Crossing Improvements in accordance with all terms and conditions of the agreement. NCRA/NWP shall have the right to monitor and inspect the work in progress and test the completed Crossing Improvements. If NCRA, Sonoma Marin Area Rail Transit ("SMART11), and/or NWP Co. obtain all the necessary permits to construct an electrified track or any other modifications to the existing Right-of-Way within twenty (20) years following the date of the Agreement and before construction of any such Right-Of-Way modifications begins. Owners or their successor(s) in interest to the Owners' Property will allow NCRA, SMART or NWP Co. to modify the Crossing Improvements as necessary to accommodate the electrified track or other modifications, provided such modifications do not encroach on the Owners' Property nor impede Owners' crossing rights nor prevent Owner from physically crossing the Right-of-Way and maintaining its below grade crossing improvements as provided by this Agreement. Upon completion of the Crossing Improvements, NCRA?NWP will test and approve the Crossing Improvements. Owners may elect to terminate or suspend the agreement with a 10 day written notice.	N/A	N/A		84	South
Licensee permitted to construct, reconstruct, maintain and operate beneath Railroad's property a 4 inch waterline crossing. Licensee agrees to keep premises in a good and safe condition. Licensee shall not assign or transfer this agreement without the consent of Railroad. Licensee agrees to reimburse Railroad the cost of furnishing any watchmen, flagmen, and inspectors for work done. All rights cease if Licensee discontinues use of structure. Licensee agrees to release and indemnify Railroad from any liabilities. No work to be done by Contractor till they get into an agreement with Railroad. Licensee will pay for all materials. Licensee will pay attorney fees for Railroad in the case that Railroad successfully brings a suit. Agreement may be terminated by either party with a 30 day written notice.	N/A	N/A		84.3	South
Railroad grants Grantee the right to construct, reconstruct, maintain and operate an 18 inch sanitary sewer pipe line in, upon, along, across and beneath the property and tracks of Railroad. Project markers will be installed to Railroad's satisfaction. The rights offered shall become void if construction is not commenced within 1 year of the date written. Grantee bears entire cost of construction and maintenance. At Grantee's expense, Grantee will reconstruct, alter, or relocate said structure at the request of Railroad. Grantee shall follow all laws and regulations. Grantee agrees to indemnify Railroad from all liabilities. Grantee agrees to pay Railroad n amount equal to assessments levied. Grantor and contractor must reach agreement before contractor does any work. Should Grantee abandon said property for 1 year, all rights cease. Upon termination, Grantee will remove said structure from the property at its own expense.	N/A	N/A	Handwritten consideration fee in contract.	84.31	South

## NCRA Agreements and Contracts

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
License for a private railroad crossing may be active.	Sonoma	MP_84.46_ROAD_XING_1956.PDF	License	N/A	N/A
License for a private temporary haul road could be active.	Sonoma	MP_84.46_TEMPORARY_ROAD_XING_1993.PDF	License	N/A	\$425 to defray cost of handling.
License for a public railroad crossing may be active.	Sonoma	MP_84.59_ROAD.1963.PDF	License	N/A	No fee.
License for a public sanitary sewer line may be active.	Sonoma	MP_84.60_SEWER_1955.PDF	License	N/A	N/A
Public sewer pipeline easement.	Sonoma	MP_84.76_SEWER_1960.PDF	Easement	N/A	\$30 per annum, payable annually in advance.
Agreement for an overhead electrical line may be active.	Sonoma	MP_84.78_OVERHEAD_1936.PDF	Agreement	N/A	\$5.00 paid in advanced for privileges hereby granted.
Public easement for a water line.	Sonoma	MP_85.40_WATERPIPE_1968.PDF	Easement	N/A	\$50 consideration.
License for a cable-TV line may be active.	Sonoma	MP_85.45_COMM_1969.PDF	License	N/A	\$25 consideration.
Public easement for a sewerage pipeline.	Sonoma	MP_85.72_SEWER_1960.PDF	Easement	N/A	\$30 per annum.
License for a private road crossing may be active.	Sonoma	MP_87.27_ROAD_XING_1987.PDF	License	N/A	\$275.00 permits licensee to construct; \$55 annum.

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$0.00	\$0.00	Cloverdale	4	N.W.P.R.R. Co. & Frank Chiocciara	N/A	November 23, 1956	No end date listed	No term listed
\$0.00	\$425.00	Cloverdale	7	Southern Pacific Transportation Co. & C.A. Rasmussen, Inc.	N/A	April 13, 1993	No end date listed	No term listed
\$0.00	\$0.00	Cloverdale	4	N.W.P.R.R. Co. & City of Cloverdale	N/A	January 8, 1963	No end date listed	No term listed
\$0.00	\$0.00	Cloverdale	6	N.W.P.R.R. Co. & City of Cloverdale	N/A	March 15, 1955	No end date listed	No term listed
\$30.00	\$0.00	Cloverdale	10	N.W.P.R.R. Co. & City of Cloverdale	N/A	April 19, 1960	No end date listed	No term listed
\$0.00	\$5.00	Cloverdale	3	N.W.P.R.R. Co. & Pacific Gas and Electric Co.	N/A	December 21, 1936	No end date listed	No term listed
\$0.00	\$50.00	Cloverdale	10	N.W.P.R.R. Co. & City of Cloverdale	N/A	September 3, 1968	No end date listed	No term listed
\$0.00	\$25.00	Cloverdale	4	N.W.P.R.R. Co. & Mel's TV Inc.	N/A	March 20, 1969	No end date listed	No term listed
\$30.00	\$0.00	Cloverdale	9	N.W.P.R.R. Co. & City of Cloverdale	N/A	April 19, 1960	No end date listed	No term listed
\$55.00	\$275.00	Preston	6	N.W.P.R.R. Co. & Kenneth C. Wilson	N/A	March 12, 2987	No end date listed	No term listed

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
Licensors permits Licensee to construct, maintain, and use said private road crossing at grade upon and across the property and tracks of Licensor in and to the premises described in this agreement and agrees never to assail or resist said title. Licensee shall maintain crossing at its own expense. At the cost of Licensee, Licensee shall provide fence gates approved by Licensor. Licensee shall keep gates closed and securely locked, except when crossing is being used. Licensee shall indemnify Licensor. Licensee shall not assign or transfer agreement without the consent of Licensor. A sign reading "PRIVATE PROPERTY. PERMISSION TO PASS OVER REVOCABLE AT ANY TIME" shall be erected and maintained at the cost of Licensee. If Licensee shall fail, neglect, or refuse to keep, observe or perform any of the conditions listed, the Licensor may terminate agreement. Agreement may be terminated with a 30 day written notice from either party. Licensee will not construct, alter, or repair structures without the consent of Licensor. Licensee will pay for all materials.	N/A	N/A		84.46	South
Licensee permitted to construct, maintain and use three temporary haul road crossings across the tracks and upon property of Railroad. Licensee, at Licensee's expense, shall: construct and maintain roadway in good and safe condition. Licensee shall reimburse Railroad for all expenses incurred in connection with construction, maintenance, repair, and use of roadway. Licensee shall not perform any work on Railroad's property unless Railroad's authorized engineer is given a five days notice and approval given by Railroad. Operators of vehicles shall comply with posted signs. Licensee shall pay for all materials. Licensee shall indemnify Railroad of all liabilities. This agreement so effective as pf the date first herein written. Upon termination of this agreement, Licensee, at Licensee's expense, shall remove said roadway and leave Railroad's property in a neat, safe, and clean condition. Licensee shall comply with all laws and regulations at its own expense. Licensee shall use said roadway by vehicles during daylight hours only. Licensee at its own expense, shall furnish a flagman. licensee shall provide and keep bodily injury and property damage liability insurance. Agreement shall not be assigned by Licensee in whole or in part without Railroad's consent.	N/A	N/A		84.46	South
Licensee permitted to repair, maintain and use non-exclusive private roadway across the tracks and upon property of Railroad. Roadway shall be private and not intended for public use. Licensee, at Licensee's expense, shall maintain roadway in good and safe condition. All vehicles shall come to a complete stop before crossing the tracks and shall not proceed until it has been ascertained that it is safe to do so. Licensee shall not obstruct or interfere with the passage of trains. Licensee shall install and maintain gates in the railroad right of way fences. Licensee shall pay for all materials and labor. Licensee indemnifies Licensor. Agreement may be terminated by either party with a 30 day notice. Upon termination, the permission granted will cease.	N/A	N/A		84.59	South
Permits Licensee to construct, reconstruct, maintain and operate a 16 inch pipe line. Licensee agrees never to assail or resist said title. Licensee and the agents and employees of Licensee shall have the privilege of entry on said premises for the purpose of making necessary repairs or changes to said structure. Licensee shall not assign or transfer this agreement without the consent of Railroad. Licensee agrees to reimburse Railroad the cost of furnishing. In the event Licensee discontinues use of said structure, all rights cease. Licensee assumes all risk of damage. Licensee will pay for all materials and labor.	N/A	N/A		84.6	South
Railroad grants Grantee the right to construct, reconstruct, maintain and operate a 24 inch sewer pipe line in, upon, along, across and beneath the property and tracks of Railroad. The rights granted will become void if construction is not commenced within 1 year from the date written. Grantee shall bear the cost of constructing and maintaining said structure. Grantee agrees to reimburse Railroad the cost of furnishing any materials or performing any labor. Grantee agrees to pay Railroad an amount equal to assessments levied.	N/A	N/A		84.76	South
The first party, in consideration of the faithful performance by the second party of all its covenants and agreements herein contained, grants unto the second party the right to construct, maintain and operate its conductors for transmission of electricity for lighting and/or power purposes over and across the property and/or tracks under control of the first party. Second party agrees never to assail resist said title. Each conductor shall be erected and maintained by the second party at a height of no less than 25 feet above track rails. Each conductor shall be erected and maintained as to not interfere with the operations of any gates or safety devices. In the event first party deems it necessary to remove said structures, second party will remove them at their own expense. Second party shall remove any and all conductors, structures or other apparatus placed upon receiving a 60 days written notice. Second party shall indemnify first party, Western Union Telegraph Company, The Pacific Telephone & Telegraph Company, and such other companies or persons from all liabilities. In case of the failure or refusal of second party to perform any of the agreements contained, all rights will cease. In the event first party shall request of second party the temporary removal or changing of the poles, transmission lines or conductors of second party, to provide for the moving or operation of steam shovels, pile drivers or for any other purpose, second party agrees to make such changes at its own expense.	N/A	N/A		84.78	South
Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and operate an 8" water main within a 16" steel casing beneath the tracks and property of Railroad. The rights shall become void if construction is not commenced within one year. Grantee shall bear entire cost of construction and maintenance. Grantee will reimburse Railroad for the cost of furnishing. Grantee agrees to pay Railroad an amount equal to assessments levied. Contractor must reach agreement with Railroad before doing any work. Grantee shall assume all risk of damage. Indemnity. Should Grantee at any time abandon the use of said property for 1 year, the rights will cease.	N/A	N/A		85.4	South
Permits Licensee to construct, maintain and operate an underground television cable. Agrees to never assail or resist title. Facilities shall be installed and maintained to the satisfaction of Railroad. Licensee shall keep Railroad's premises in a neat and safe condition. Licensee agrees to indemnify Railroad and The Western Union Telegraph Company from all liabilities. This agreement may be terminated by either party with a 30 written notice. Licensee shall not assign the rights and privileges without the consent of Railroad. No work on premise shall be commenced by contractor without previous agreement.	N/A	N/A		85.45	South
Grants Grantee the right to construct, reconstruct, maintain and operate a 24 inch sewer pipe line in, upon, along, across and beneath the property crossing beneath Railroad's tracks on piers placed beneath existing trestle No. 84.76. Rights voided if construction is not commenced within one year. Grantee bears the entire cost of constructing and maintaining structure. Grantee agrees to reimburse Railroad for the cost of furnishing and labor. Grantee agrees to pay Railroad an amount equal to assessments levied. Grantee agrees to keep the premises in safe and good condition. Contractor must get into agreement with Railroad in the event any work in connection with said structure is to be done upon or adjacent to the tracks and property of Railroad. Should Grantee abandon use of property or use it for reasons not agreed upon for one continuous year, then the rights granted will cease.	N/A	N/A		85.72	South
Grants Licensee the right to construct, maintain and use a private roadway across the tracks and upon property of Railroad. Licensee shall construct and maintain roadway in good and safe condition, install whistle and stop signs as designated by Railroad, trim shrubbery to provide proper visibility to trains and vehicles, install warning devices, install and maintain drainage facilities, barricades, and fence gates. Licensee will reimburse Railroad for all expenses incurred. Licensee shall not perform any work on Railroad's property (except emergency repair) unless Railroad's Assistant Area Engineer is given 5 days advance notice and approval is given by Railroad. Operators of vehicles shall comply with posted signs. Licensee shall pay for all materials and labor. Licensee agrees to indemnify Railroad of all liabilities. Agreement may be terminated by either party with a 30 day notice Railroad reserves the right to perform any work needed at Licensee's expense.	N/A	N/A		87.27	South

**NCRA Agreements and Contracts**

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
Private agricultural lease could be active.	Mendocino	MP_99.10_CULTIVATION_1937.PDF	Lease	N/A	Lessee pays Railroad Corporation \$1 per year till 1/1/76 then \$12 per year.
License for a public road crossing may be active.	Mendocino	MP_99.56_ROAD_XING_1974 - Hopland Public Utilities District.PDF	License	N/A	\$50 consideration amount and \$10 per year to construct, maintain and use a private roadway across the tracks and upon property of Railroad.
Per the terms of the lease, this public facilities agreement may have terminated May 31, 2014 or if allowed, may be in holdover.	Mendocino	MP_99.70_MULTIPLE_2004 - Hopland Public Utility District	Lease	Lessor also reserves for itself and those to whom it grants such right the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the Premises, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon the Premises within five hundred feet (500') of the surface thereof to extricate or remove the same.	\$1200 per year for rent.
Contract appears to have been terminated May 31, 2006.	Mendocino	SKATEPARK_2005_NO_AGREEMENT.PDF	Lease	N/A	\$3600 lease fee
License may be in effect today as the Licensee could have renewed the License for an additional 10 years.	Mendocino	MP_100.01_PARKING_2008 - Sarcina Vineyards.PDF	License	N/A	Licensee agrees to pay Licensor \$800 per year during the term of the Agreement payable annually on or before the anniversary date of this Agreement. Rent shall be increased by the increase in the Consumer Price Index, provided that in no event shall the rent be decreased. The increase in the Consumer Price Index means the percentage increase from the last preceding Anniversary Date to the current Anniversary Date of the Consumer Price Index.
Lease appears to have expired as the 1-year term and additional 2-year renewal option appear to have expired.	Mendocino	MP_100.10_SHED_2006 - Cristobal & Carmen Lopez.PDF	Lease	Lessor also reserves for itself and those whom it grants such right the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the Premises, or that may be produced there from.	\$7,500 per year for rent payable annually in advance. If any installment of rent or other sum due from Lessee is not received by Lessor within ten (10) days of the date it is due, then Lessee shall pay to Lessor a late charge equal to ten percent (10%) of such overdue amount. Any monetary obligation due Lessor hereunder, other than late charges, not received by Lessor within ten (10) days of the date it is due, shall bear interest from the date due at the current Prime rate plus four percent or the then prevailing maximum rate permitted by applicable law, whichever is less. Lessee shall pay any taxes charges, or assessments on any improvement or personal property.
License for a private water pipeline may be active.	Mendocino	MP_100.10_WATERPIPE_1968 - Robert Rosetti.PDF	License	N/A	Consideration amount of \$25 is to be paid by Licensee to Licensor.

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$12.00	\$0.00	Hopland	4	N.W.P.R.R. Co. & James Milone	N/A	January 1, 1937	No end date listed	No term listed
\$10.00	\$50.00	Hopland	4	N.W.P.R.R.Co & Hopland Public Utility District	N/A	June 20, 1974	No end date listed	No term listed
\$1,200.00	\$0.00	Hopland	30	NCRA & Hopland Public Utility District	419 Talmage Road. Suite M, Ukiah, CA 95482	June 1, 2004	May 31, 2014	10 Years
\$3,600.00	\$0.00	Ukiah	2	Heather (NCRA) & Sage Sangiacomo	N/A	June 1, 2005	May 31, 2006	1 year
\$800.00	\$0.00	Hopland	5	North Coast Railroad Authority & Saracina Vineyards	419 Talmage Road, Suite M Ukiah, Ca 95482	August 1, 2008	July 31, 2018	10 years with a 5 year renewal option
\$7,500.00	\$0.00	Hopland	21	North Coast Railroad Authority & Cristobal and Carmen Lopez	419 Talmage Rd, Ste. M, Ukiah CA 95482	December 18, 2006	December 17, 2007	Not to exceed 1 year from the date of the amendment. Has the option to extend the term of the Lease for 2 additional years term(s)
\$0.00	\$25.00	Hopland	4	Northwestern Pacific Railroad Company & Robert Rosetti	N/A	June 1, 1968	N/A	Full term

## NCRA Agreements and Contracts

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
Railroad hereby hires and leases unto Lessee, and Lessee hereby hires and takes from Railroad Company, from the date hereof until terminated as hereinafter provided all of that certain piece or parcel of land situate, lying and being within the real property of Railroad Company on each side of main track. Lessee agrees: not to plow or cultivate said land within a distance of 10 feet from the end ties, and not to disturb any ditches which may have been placed for drainage; Not to use or permit use of the land for the pasturage of animals; not to let or underlet the whole or any part of said land nor assign this lease without the consent of Railroad; To plant said land in green crops or sow the same for bay or grain, but not use the same for other purposes, however, Lessee shall not plant, nor permit to grow, any corn or other high growing crops within 300 feet of any road crossing; to cut and remove crops when directed to do so; to cut and remove all dry grass, grain or bay, stubble or dry weeds within a space of 3 feet wide along the fence on each side. Either party may terminate lease upon 5 days written notice.	N/A	N/A	\$1 paid per year for 39 years from 1/1/1937 to 1/1/1976.	99.1	North
Roadway not intended for public use. Licensee shall construct/maintain said roadway in a good & safe condition. All vehicles obey road signs and will not obstruct/interfere railroad. Licensee will construct/maintain any required gates. Licensee shall pay for all materials joined or affixed to said property. Indemnity. Licensee will produce copies of insurance forms. Licensee will pay railroad's attorney fee/judgement costs. Termination by either party with 30 days notice. Licensee will restore property to clean & safe condition upon termination.	N/A	N/A		99.56	North
Lessor hereby leases to Lessee, and Lessee leases from Lessor, the real property and any improvements consisting of one 14" pipeline carrying, one 5" force main, one 2" low voltage control wires, one 3" PVC irrigation line and one 2" low pressure water line. Either party may terminate this Lease by giving thirty (30) calendar days of the written notice. Lessor may require Lessee to remove any or all of Lessee's Alterations upon termination. Lessee is responsible for conducting any inspection deemed necessary. Lessee at its sole expense, may complete the alterations described in this lease. Any other improvements require approval from Lessor.	Rent shall be increased by the increase in the Consumer Price Index, provided that in no event shall the rent be decreased.	N/A		99.7	North
N/A No agreement was included. See internet links to NCRA minutes and articles.	N/A	N/A		N/A	North
Licensor grants to Licensee a license to utilize, for purposes of business related parking area. The Licensee will be the only one to use and maintain the area beginning August 1, 2008 for 10 years. Licensee can renew for an additional 5 years. Licensee pays Licensor \$800 per year for consideration. Rent shall be increased by increase in CPI. Licensee agrees to install all permanent improvements and necessary utilities and should take precaution when doing so as Licensor is not experienced. Licensee indemnifies Licensor. Licensee will not assign this License to anyone without Licensor's permission. In case of legal action, the loser has to pay the winner all of the winner's legal fees. Any written notice required hereby shall be deemed given upon receipt or forty-eight hours after such notice is deposited in the United States mail. There are paragraph headings in the contract. Any and all existing Agreements are cancelled by this Agreement.	Rent shall be increased by the increase in the CPI, provided that in no event shall the rent be decreased.	N/A		100.01	North
Either party may terminate this Lease by giving thirty (30) calendar days of the written notice. The Premises shall be used by Lessee exclusively for maintenance and use of Lessee owned related facilities for packing shed operation. Lessee shall not have any hazardous material around the property or damage it. Lessee at Lessee's expense shall arrange for the filing of any map required under any subdivision map act. Lessee shall comply with all laws. This Lease shall no be constructed as a covenant against any prior Agreement. Lessor leases the Premises to Lessee on an "AS IS" basis. Lessee shall conduct any inspections and will be solely responsible. Lessee shall pay a security deposit to Lessor. Any notices, payments, or other communications by either party to the other shall be in writing and sent to the addresses in the contract. Lessee shall not make any alterations without the consent of the Lessor and Lessee will pay for the costs. Lessee shall keep the Premise free of any liens. Lessee shall arrange and pay for all utilities, if any. Lessee shall keep the Premise in good condition and pay for any repairs if necessary. Lessee shall not put any liens of any kind on the Premise. Lessee indemnifies Lessor. Lessee shall not use or produce any hazardous material on or near the Premise, and must follow all environmental laws. Lessee or any related parties shall not use or install an underground storage tank. Lessee shall take care of any remediation needed if Lessee makes a mistake. Lessee shall provide to Lessor a letter certifying that Lessee has complied with all environmental laws. Lessee shall take care of any environmental duties and incur the costs. Lessee shall have Workers Compensation coverage, Commercial General Liability Insurance, Personal Property Insurance, Railroad Protective Liability Insurance and shall provide evidence of insurance. There will be noises because of the railroad near the Premise. Lessor has reservation rights. Abandonment, failure to pay rent, or failure to comply with terms will result in a default. Lessor has the right to impose any remedy provisions on Lessee. Upon expiration of this Lease, Lessee shall leave the Premise and leave it neat. Lessee shall have no share in eminent domain amount if it happens. Lessee shall not transfer this Lease without permission of Lessor. Lessee shall notify Lessor of any damage to the Premise immediately and incur the costs. If any party brings legal action against the other, the loser shall pay the winner his legal fees. Lessor and Lessee are separately responsible for payment of any broker's commission or finder's fee.	Rent shall be increased by the increase in the CPI beginning one year following the Effective Date. The percentage increase will be determined from the increase from the last preceding Anniversary Date to the current Anniversary Date of the CPI.	Lessee will not use or allow the use of the Premises in a manner that may cause "Hazardous Materials" to be released or to become present on, under, or about the Premises or other properties in the vicinity of the Premises.		100.1	North
Licensee agrees to keep Railroad's premises in good and safe conditions. Failure to do so may result in Railroad having to perform the necessary work to clean while Licensee incurs the costs. If Railroad requires any additional work done on the property, then Licensee will incur the costs. Licensee shall not transfer this License to anyone without Railroad's consent. Licensee reimburses Railroad for any inspections or watchmen. Failure of Licensee to perform any covenants or conditions will result in Licensee to cease this License. Upon termination of this Lease, Licensee shall remove his structure and restore the Premise to its original state. Licensee indemnifies Licensor. No work will be done on the Premise by a contractor unless contractor has entered the Railroad's standard Contractor's Agreement. Licensee will pay for all materials joined or affixed to said premise. Licensee shall pay Railroad's legal fees if Railroad is the victor in trial between the two. This agreement may be terminated by either party by giving thirty (30) days' notice in writing.	N/A	N/A		100	North

## NCRA Agreements and Contracts

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
License for a private road crossing may be active.	Mendocino	MP_101.45-111.44_ROAD_XING_1981.PDF	License	N/A	Licensee shall pay to Railroad \$80 per annum and \$20 per annum for each roadway, payable annually in advance.
License for 2 private roadways may be active.	Mendocino	MP_102.55-103.17_ROAD_XING_1979.PDF	License	N/A	Consideration amount of \$75 shall be paid by Licensee to Licensor. Rent of \$40 per annum shall be paid annually in advance by Licensee to Licensor.
License for a private water pipeline may be active.	Mendocino	MP_109.93_WATERPIPE_1965.PDF	License Agreement	N/A	\$25 flat fee, permits licensee to construct, reconstruct, maintain and operate beneath Railroad's property, at a depth specified by Railroad, a 4" water line
Easement for a private road crossing may still encumber the property.	Mendocino	MP_104.49_ROAD_XING_1978.PDF	Easement	N/A	\$50 + \$20/Year, right to use of private road upon and across the property of the railroad and beneath railroad's structure.
Unless otherwise extended, the private license appears to have expired pursuant to term.	Mendocino	MP_107.47_CROSSING_2011.PDF	License Agreement	N/A	\$324/Year, right to utilize agricultural crossing over the property of the licensor.
License for a private waterline may be active.	Mendocino	MP_110.25_WATER_1956.PDF	License Agreement	N/A	\$10 flat fee, permits licensee to construct, reconstruct, maintain and operate, 2 6 inch, 12 gauge steel pipes.
License for a private waterline may be active.	Mendocino	MP_111.00_WATERPIPE_1942.PDF	License Agreement	N/A	\$5 flat fee, permits licensee to construct, reconstruct, maintain and operate, 8" pipeline encased in 12"x30" corrugated pipe culvert of #10 gauge or stronger.
License for a city roadway may be active.	Mendocino	MP_111.31_ROAD_XING_1959.PDF	License Agreement	N/A	\$10 flat fee, Permits licensee to construct, repair, maintain and use a private roadway across the tracks and upon the property of the railroad.
Public sewer easement.	Mendocino	MP_111.31_SEWER_1957.PDF	Easement	N/A	Right to construct, reconstruct, maintain, and operate and 18" sewer pipe line within a 36" casing beneath the tracks and property of the railroad.
Easement for a public water line.	Mendocino	MP_111.66-111.71_WATERPIPE_1976.PDF	Easement	N/A	\$400 flat fee, Right to construct, reconstruct, maintain and operate an 8" water pipeline in, along, upon, across, and beneath the property of the railroad.
Easement to state for highway overpass.	Mendocino	MP_111.68_OVERPASS_1963 - State of Ca.PDF	Easement	N/A	Right to construct, reconstruct, maintain, and use a highway, by means of an overpass over, upon and across those portions of the land now of N.W.P.R.R.Co in lot 1 of Yokayo Ranch.
License for a private water line may be active.	Mendocino	MP_111.52_WATERPIPE_1976.PDF	License Agreement	N/A	\$75 to construct, reconstruct, maintain and operate, beneath railroad's property, at a depth specified by railroad, a 6" water pipe.

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$160.00	\$0.00	Ukiah	8	Northwestern Pacific Railroad Company & Mattern Sand and Gravel	N/A	February 18, 1981	N/A	N/A
\$40.00	\$75.00	Hopland	5	Northwestern Pacific Railroad Company and William Baccala	N/A	November 13, 1979	N/A	N/A
\$25.00	\$0.00	Ukiah	5	N.W.P.R.R.Co & G.K. Schrader Ranch	N/A	January 19, 1965	No expiration date listed	N/A
\$20.00	\$50.00	Ukiah	10	N.W.P.R.R.Co & Crawford and Austin Ranch	N/A	May 18, 1978	No expiration date listed	1 year + Option to renew
\$324.00	\$0.00	Ukiah	11	N.W.P.R.R.Co & James Nelson DBA James Vineyards	N/A	August 15, 2011	August 15, 2017	3 years + Option to renew for another 3 years
\$10.00	\$0.00	Ukiah	5	N.W.P.R.R.Co & G.K. Schrader	N/A	May 9, 1956	No expiration date listed	N/A
\$5.00	\$0.00	Ukiah	4	N.W.P.R.R.Co & Clarence J. Cox	N/A	July 2, 1942	No expiration date listed	N/A
\$10.00	\$0.00	Ukiah	5	N.W.P.R.R.Co & City of Ukiah	N/A	January 16, 1959	No expiration date listed	N/A
\$0.00	\$0.00	Ukiah	8	N.W.P.R.R.Co & City of Ukiah	N/A	November 11, 1957	No expiration date listed	N/A
\$400.00	\$0.00	Ukiah	9	N.W.P.R.R.Co & County of Mendocino	N/A	July 13, 1976	No expiration date listed	N/A
\$0.00	\$0.00	Ukiah	5	N.W.P.R.R.Co & State of California (DPW)	N/A	March 19, 1963	No expiration date listed	N/A
\$75.00	\$0.00	Ukiah	4	N.W.P.R.R.Co & Richard H. Mattern	N/A	December 9, 1976	No expiration date listed	N/A

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
Licensee, at Licensee's expense shall keep roadway in good and safe condition, construct and maintain roadway along with adding fixtures, trim shrubbery, install and maintain warning devices, provide evidence of insurance, and reimburse Railroad for any expenses in connection with above. Licensee shall not perform any work unless given permission by Railroad's Division Engineer 5 days in advance. All vehicles shall comply with posted signs. Licensee shall pay for all materials joined or affixed and all labor. Licensee shall not incur any liens on the property. Licensee indemnifies Railroad. This agreement is effective as of the date first written and may be terminated by either party by giving 24 hours' notice. Upon termination of this License, Licensee shall leave the property in the same condition as it was originally. Railroad has the right to perform any work deemed necessary at the expense of the Licensee. The permission herein is non-exclusive as Railroad can use the roadway at any time. During the summer months and/or any period when Licensee is using said roadway for haul road purposes, Licensee shall not have combined liability insurance under \$2,000,000.	Rent is adjusted with CPI.	N/A	4 private roadways.	101.45, 109.21, 109.63, 111.44	North
Licensee, at Licensee's expense shall keep roadway in good and safe condition, construct and maintain roadway along with adding fixtures, trim shrubbery, install and maintain warning devices, provide evidence of insurance, and reimburse Railroad for any expenses in connection with above. Licensee shall not perform any work unless given permission by Railroad's Division Engineer 5 days in advance. All vehicles shall comply with posted signs. Licensee shall pay for all materials joined or affixed and all labor. Licensee shall not incur any liens on the property. Licensee indemnifies Railroad. This agreement is effective as of the date first written and may be terminated by either party by giving 24 hours' notice. Upon termination of this License, Licensee shall leave the property in the same condition as it was originally. Railroad has the right to perform any work deemed necessary at the expense of the Licensee. Licensee shall provide a flagman when roadway is used for haul road purposes by Licensee's parties. Licensee shall not have liability insurance amount under \$2,000,000.	N/A	N/A	2 private roadways.	102.55 & 103.17	North
Licensee agrees to keep Railroad's premises in a good and safe condition all to the satisfaction of Railroad. Licensee shall not assign or transfer this agreement without the prior written consent of Railroad. Licensee agrees to reimburse Railroad expenses. Rights cease with non-use. Licensee agrees to release and indemnify Railroad from and against all liability. No work on Railroad premises until such contractor has entered into Railroad's standard Contractor's Agreement. Licensee will fully pay for all materials joined or affixed to said premises. Licensee shall and will pay to Railroad reasonable attorney fees in addition to the amount of judgment and costs. Termination of agreement by either party with 30 days written notice.	N/A	No Toxics Clause.		109.93	North
Grantor and Grantee reserve exclusive use of private road. Right to construct future structures and facilities. Grantee shall maintain said roadway in good and safe condition so far as affected by Grantee's use. Private roadway is intended to benefit the Grantee's land and transferrable only with and run with the land. All vehicles comply with posted signs. Grantee shall not interfere/obstruct passage of railroad's cars. Grantee will reimburse railroad expenses. Grantee indemnifies railroad of any claims and liabilities.	N/A	No Toxics Clause.		104.49	North
Licensee agrees to install all permanent improvements and any necessary utilities which shall become part of said Property and title to said improvements shall be vested with Licensor upon termination of this license. Licensee agrees to indemnify railroad of all claims and liabilities. Licensee will not assign license or interest without written consent of licensor. In legal action, prevailing party entitled to recover costs and fees.	Rent shall be increased by the increase in the Consumer Price Index, provided that in no event shall the rent be decreased.	N/A		107.47	North
Licensee has privilege of entry for the purposes of making repairs/changes in said structure. Licensee agrees to at all times keep said premises in a good and safe condition. Non-transferrable without consent. Written notice of 5 days before commencement of work by licensee. Licensee will reimburse railroad expenses. Rights cease with non-use. Failure to observe/performance conditions of agreement results in ceasing all rights of Licensee and immediate removal of structure at licensee's expense. Agreement may be terminated by either party with 30 days notice.	N/A	No Toxics Clause.		110.25	North
Licensee has privilege of entry for the purposes of making repairs/changes in said structure. Licensee agrees to at all times keep said premises in a good and safe condition. Non-transferrable without consent. Written notice of 5 days before commencement of work by licensee. Licensee will reimburse railroad expenses. Rights cease with non-use of 1 year. Failure to observe/performance conditions of agreement results in ceasing all rights of Licensee and immediate removal of structure at licensee's expense. Agreement may be terminated by either party with 30 days notice. No indemnity for damage caused by fire due to licensor negligence.	N/A	No Toxics Clause.		111	North
Roadway shall be a private one and not intended for public use. Licensee shall construct and maintain said roadway in a good and safe condition. All vehicles comply with posted signs. Grantee shall not interfere/obstruct passage of railroad's trains. Licensee shall install and maintain in good repair such gates in the railroad right of way fences. Licensee shall pay for all materials joined or affixed to said property. Licensee agrees to indemnify railroad of all claims and liabilities. In legal action, prevailing party entitled to recover costs and fees. Agreement may be terminated by either party with 30 days notice.	N/A	No Toxics Clause.		111.31	North
Grantor reserves right to construct, reconstruct, maintain and use existing/new structures in performance of its duty as a common carrier. Rights cease with non-use. Grantee incurs all expense for construction and maintenance of structure. Grantee will reimburse railroad's expenses. Grantee responsible for reconstruction and alteration of structure if requested. Grantee has privilege of entry for construction/reconstruction and maintenance of structure. Contracted work must enter into agreement with railroad. Upon termination of agreement, grantee shall remove structure from property.	N/A	Grantee must keep property in good & safe condition, free from waste.		111.31	North
Railroad reserves right to construct/reconstruct, maintain and use existing/future railroad structures along said property. Rights cease with non-commencement of structure within 1 year. Grantee responsible for expenses of structure. Grantee will reimburse railroad's expenses. Grantee responsible for alteration or reconstruction of structure. Grantee agrees to pay Railroad an amount equal to any and all assessments which may be levied within 1 year. Grantee has privilege of entry for construction/reconstruction/maintenance/use of structure. Grantee shall indemnify railroad of all claims and liability. Contracted work must enter agreement with railroad. Grantee assumes risk of damage to structure due to work done by railroad.	N/A	No Toxics Clause.		111.66-111.71	North
Railroad reserves right to construct/reconstruct, maintain and use existing/future railroad structures along said property. Rights cease with non-commencement of structure within 1 year. State shall obtain authority/permission required to construct, reconstruct, maintain, use highway. Rights cease with non use of structure within 1 year. State records indenture with county recorder. No indemnity/insurance clause.	N/A	No Toxics Clause.		111.68	North
Licensee agrees to keep Railroad's premises in a good and safe condition. Nontransferable without written consent of railroad. Licensee will reimburse railroad's expenses. Rights cease with nonuse or failure to observe/performed conditions of agreement. Licensee will indemnify railroad of all claims and liabilities. Contracted work must enter into an agreement with railroad. Licensee will fully pay for all materials joined or affixed to said premises. In event of legal action, Licensee shall pay to Railroad reasonable attorney fees in addition to the amount of judgment and costs. Termination of agreement by either party must give 30 days written notice. Licensee must install project markers.	N/A	N/A		111.52	North

## NCRA Agreements and Contracts

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
Easement to state for a slope along a state highway.	Mendocino	MP_111.68_SLOPE_1962 - State of Ca.PDF	Easement	N/A	Right to construct and maintain highway slopes upon the portion of land.
License for a public waterline may be active.	Mendocino	MP_112.00_WATERPIPE_1942 - City of Ukiah - Terminated.PDF	License Agreement	N/A	\$5 flat fee, permits licensee to construct, reconstruct, maintain and operate 2" water pipeline.
Permit for a public water line may be active.	Mendocino	MP_112.00_MISC_UTILITY_2003_NoAGR.PDF	Permit	N/A	\$250 application fee + \$300 annual fee, right to construct a schedule 40 PVC 2" ground water pipeline for a ground monitoring well.
Easement for a private road crossing may still encumber the property.	Mendocino	MP_113.00_ROAD_XING_1966.PDF	Easement	N/A	\$300,000/\$500,000 bodily injury and \$300,000/\$500,000 property damage insurance by grantee for the life of the agreement.
Unless otherwise extended, the license may have expired pursuant to its terms.	Mendocino	MP_113.00_STORAGE_1957.PDF	License Agreement	N/A	\$15 annual fee, used by Lessee solely and exclusively for storing fruit boxes.
Easement for public utilities.	Mendocino	MP_113.02_WATER_ELECTRIC_1980.PDF	Easement	N/A	\$200 fee, Grants right to construct, reconstruct, maintain and operate a 14" water pipeline, a 6" electrical conduit and two 4" electrical conduits, all of which are housed in a 30" casing.
Easement for a public sewer line.	Mendocino	MP_113.19-113.58_SEWER_1949.PDF	Easement	N/A	Easement and crossing of 10" concrete sewer line.
License for a private roadway may be active.	Mendocino	MP_113.80_ROAD_XING_1982.PDF	License Agreement	N/A	\$36 annual fee, permits licensee to construct, maintain, and use a private roadway across the tracks and upon the property of the railroad.
Temporary Construction Easement for a public project appears to have expired.	Mendocino	MP_114.00_SIGN_2006.PDF	TCE	N/A	\$300 application fee + \$2,000, easement to utilize the following property, consisted of 60 square feet for installation of 2 signal poles.
Lease for private parking may be active if in holdover.	Mendocino	MP_114.03_PARKING_1994.PDF	Lease Agreement	Lesser reserves for itself and those to whom it grants such right the title and exclusive right to all the sand, gravel, minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the Premises, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon, the Premises to extricate or remove the same.	\$770 security deposit + \$770 annually, Premises shall be used solely and exclusively for parking purposes.
Lease for private parking may be active.	Mendocino	MP_114.20_PARKING_2002.PDF	Lease Agreement	N/A	Railroad requires applicant to provide liability insurance in the amount of \$1 million.

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$0.00	\$0.00	Ukiah	6	N.W.P.R.R.Co & State of California (DPW)	N/A	February 8, 1962	No expiration date listed	N/A
\$5.00	\$0.00	Ukiah	5	N.W.P.R.R.Co & City of Ukiah	N/A	July 10, 1942	No expiration date listed	N/A
\$550.00	\$0.00	Ukiah	9	NCRA & City of Ukiah	N/A	December 11, 2002	No expiration date listed	N/A
\$0.00	\$0.00	Ukiah	7	N.W.P.R.R.Co & Richard H. Mattern/Donna M Mattern	N/A	December 1, 1966	No expiration date listed	N/A
\$15.00	\$0.00	Ukiah	6	N.W.P.R.R.Co & Fetzer Vineyards	N/A	December 31, 1957	August 2, 1958	1 year
\$200.00	\$0.00	Ukiah	9	N.W.P.R.R.Co & City of Ukiah	N/A	October 9, 1980	No expiration date listed	N/A
\$0.00	\$0.00	Ukiah	9	N.W.P.R.R.Co & City of Ukiah	N/A	September 16, 1948	No expiration date listed	N/A
\$36.00	\$0.00	Ukiah	4	N.W.P.R.R.Co & Robert Peabody	N/A	July 7, 1982	No expiration date listed	N/A
\$0.00	\$2,300.00	Ukiah	11	NCRA & City of Ukiah	N/A	May 1, 2006	July 31, 2006	Estimated completed date 7/31/2006
\$770.00	\$770.00	Ukiah	17	Southern Pacific Transportation Co. & National Bank of the Redwoods	N/A	June 7, 1994	No expiration date listed	30 days, continuing month to month until termination
\$0.00	\$0.00	Ukiah	6	NCRA & Ronald J. Meaux	N/A	March 26, 2002	No expiration date listed	Term requested "As long as possible"

## NCRA Agreements and Contracts

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
Railroad further grants to State the right to install rock slope protection. Railroad reserves right to construct/reconstruct, maintain and use existing/future railroad structures along said property. Rights cease with non-use of 1 year. Grantee will reimburse railroad for expenses. No insurance clause. Grantee indemnifies railroad of claims and liabilities.	N/A	No Toxics Clause.		111.68	North
Licensee has privilege of entry for the purposes of making repairs/changes in said structure. Licensee agrees to at all times keep said premises in a good and safe condition. Contract work must enter in agreement with railroad. Licensee responsible for reconstruction or relocation of structure. Nontransferable without written consent of railroad. Rights cease with nonuse or failure to observe/perform conditions of agreement. Licensee shall indemnify railroad of all claims and liabilities and assume risk of damage to structure due to work by railroad. Licensee will fully pay for all materials joined or affixed to said premises. In event of legal action, Licensee shall pay to Railroad reasonable attorney fees in addition to the amount of judgment and costs. Nothing contained in this agreement shall obligate Licensee to indemnify or release Licensor against loss or damage arising ; from fire caused solely by Licensor's negligence. Agreement may be terminated by either party with 30 days written notice.	N/A	No Toxics Clause.		112	North
Prior to start of any encroachment on any of the Railroads right of way, proper notice must be given to the Northwestern Pacific Railway Co, 72 hour minimum notice. Pipe will not be installed under track.	N/A	N/A		112	North
Right to construct, maintain, use private roadway across tracks and upon railroad's property. Railroad reserves right to construct/reconstruct, maintain and use existing/future railroad structures along said property. For private use only. Grantee shall maintain good and safe condition of property. All vehicles comply with road signs and not obstruct or interfere with passage of railroad's cars. Grantee shall install and maintain gates required by railroad. Licensee will fully pay for all materials joined or affixed to said premises. Grantee indemnifies railroad of all claims and liabilities. In event of legal action, Licensee shall pay to Railroad reasonable attorney fees in addition to the amount of judgment and costs. Rights cease after nonuse of 1 year. Upon termination of agreement, grantee is responsible for removal of said roadway.	N/A	No Toxics Clause.		113	North
Any privilege, sales, gross income or other tax imposed upon the rentals is paid by the Lessee. Railroad has option to terminate in 15 days if not commenced in 90 days or discontinued use in 90 days. Lessee agrees to keep premises/buildings/structures in good and safe condition. Lessee agrees to pay all taxes and assessments against the leased premises. Railroad can terminate agreement and take possession of premises if Lessee does not correct any default. Termination by either party with 30 days written notice. Upon termination, lessee is responsible for restoring premises to condition before lease. No construction without written consent of railroad. Lessee is responsible for payment of all utilities. Lessee will fully pay for all materials joined or affixed to the leased premises. Lessee will indemnify railroad of all claims and liabilities. In event of legal action, Licensee shall pay to Railroad reasonable attorney fees in addition to the amount of judgment and costs.	N/A	No Toxics Clause.		113	North
Grantee installs and maintains project markers. Railroad reserves right to construct/reconstruct, maintain and use existing/future railroad structures along said property. Rights cease if not commenced in 1 year or if abandoned/discontinued in 1 year. Grantee assumes all expense in construction of structure and work does not interfere with railroad operations. Grantee reimburses railroad expenses. Grantee is responsible for reconstruction/alterations of structure. In event of spillage, Grantee shall cleanup railroad premises. Grantee pays to railroad amount equal to assessments levied. Licensee has privilege of entry for the purposes of making repairs/changes in said structure. Contract work must enter into agreement with railroad. Such contractor shall furnish, at the option of and without expense to Railroad, a reliable surety bond in an amount and in a form satisfactory to Railroad guaranteeing the faithful performance of all the terms. Grantee assumes risk of damage to structure due to Railroad operations. Grantee Indemnifies railroad of all claims and liabilities. Upon termination, grantee is to remove structure from premises.	N/A	Comply with laws, clean up spills, indemnify Railroad.		113.02	North
<b>Easement and crossing for 10 -inch concrete sewer line from east of Talmage Road to Gobbi Street -UKIAH.</b>	N/A	N/A		113.19-113.58	North
Roadway for private use only. Licensee shall construct/ maintain roadway in a good & safe condition. Licensee will reimburse all railroad expenses. Contracted work must enter agreement with railroad. All vehicles comply with signs and shall not obstruct/interfere with passage of railroad's train. Licensee shall pay for all materials joined or affixed to said property. Indemnity. Termination by either party with 30 days notice. Licensee shall remove roadway upon termination.	N/A	No Toxics Clause.		113.8	North
The Railroad will ordinarily require Applicant to provide liability insurance in an amount of at least \$1 million before work commences. Access to "King's Cup" is not limited in any way during construction. Materials removed from foundation is contained/treated/disposed of as hazardous material. Indemnity. Nontransferable without consent of railroad. Prevailing party shall be entitled to recover from the other party its reasonable costs and attorney fees.	N/A	Materials used will be considered and disposed of as hazardous material.		114	North
Lessee to use premises solely for purpose stated. Signs or notices not solely related to business of Lessee to be conducted on premises. Lessee shall not permit any damage, nuisance or waste on the Premises. Lessee may terminated agreement if governmental body imposes any conditions on Lessee's use of premises. Lessee accepts premises as is. Lessee pays all taxes and charges levied. Lessee will keep premises in good/safe condition. Indemnity.	N/A	N/A	Base Rent shall be adjusted based on the higher of the CPI Factor.	114.03	North
Lessee applying for additional parking. Railroad requires \$1 million insurance unrestricted liability insurance naming railroad as insured party. May not park on railroad track. Voidable upon restoration of rail service.	N/A	N/A		114.2	North

**NCRA Agreements and Contracts**

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
Ground lease for a private portable coffee shop may be active if amended.	Mendocino	MP_114.30_COMM_PROP_2007.PDF	Lease Modification	Lessor also reserves for itself and those whom it grants such right the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to, exist or hereafter discovered upon, within or underlying the Premises, or that may be produced there from, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas, and other hydrocarbon substances and products derived there from	\$3,600 for rent + \$200 to defray administrative costs for utilities.
Public facilities easement.	Mendocino	MP_114.30_SIGN_2006.PDF	Easement	N/A	\$2,000, City of Ukiah hereby agrees to install all permanent improvements and any necessary utilities to serve those improvements which shall become part of said property and title to said improvements shall be vested with NCRA.
Parking lease may be active.	Mendocino	MP_114.50_PARKING_2009.PDF	Lease Modification	N/A	This amendment increases the "area" of leased land to a total of 12,170 sq. ft. for "Parking Purposes" by extending from the Northern Boundary of the original leased area Northerly to the area opposite the southern corner of Mason Street and Norton Street as depicted in Exhibit" A-1" or approximately 8,970 sq. ft. (a strip of land 513' x 18' approx.).
Public sewer pipeline easement.	Mendocino	MP_114.60_SEWER_1971.PDF	Easement	N/A	\$132 annual fee/Revisable every 5 years. The right to construct, reconstruct, sustain and operate approximately eight hundred forty-eight (848') or eight inch (8') sewer pipeline.
Lease by public entity for facilities may be in effect.	Mendocino	MP_114_Ukiah RR DEPOT_2009.PDF	Lease	N/A	Lessee shall pay to NCRA \$ 1 per year, which NCRA must receive on or before the Commencement Date of the first Fifty (50) year term and on or before the commencement of the Twenty-Five (25) year extended term.
License for public transmission of electrical power facilities may be active.	Mendocino	MP_115.00_OVERHEAD_1945.PDF	License	N/A	Licensee pays to Licensor the sum of \$5 in consideration.
License for a private 4-inch pipeline may be active.	Mendocino	MP_115.00_PIPE_1945.PDF	License	N/A	Licensee shall pay \$5 in consideration amount to Licensor.

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$3,600.00	\$200.00	Ukiah	26	NCRA & Carol Larson and Ken Larson DBA Cuppa Joe to Go	N/A	August 1, 2007	August 1, 2008	1 year extension
\$2,000.00	\$0.00	Ukiah	7	NCRA & City of Ukiah	N/A	May 1, 2006	N/A	N/A
\$0.00	\$0.00	Ukiah	2	NCRA & Alpha Analytical Laboratories Inc.	N/A	February 1, 2009	N/A	N/A
\$132.00	\$0.00	Ukiah	7	N.W.P.R.R.Co & City of Ukiah	N/A	January 27, 1971	N/A	N/A
\$1.00	\$0.00	Ukiah	14	North Coast Railroad Authority and The City of Ukiah	415 Talmage Road, Ukiah, CA 95482	August 24, 2009	August 23, 2059	50 years with option to renew for 25 years
\$0.00	\$5.00	Ukiah	5	Northwestern Pacific Railroad Company and City of Ukiah	N/A	September 29, 1945	N/A	N/A
\$0.00	\$5.00	Asylum Station	5	Northwestern Pacific Railroad Company and Fred H. Howard	N/A	December 12, 1945	N/A	N/A

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
Used solely for Parking of Portable, drive up, Coffee Kiosk. Lessee shall not permit any damage, nuisance or was the on the premises. Lessee accepts premises as is. Lessee responsible for necessary inspections. Lessee responsible for all taxes, charges, and assessments levied. Lessee responsible for alterations. Option to renew no earlier than 180 days/no later than 90 days before end of term. Indemnify. Lessee has right of entry. Compliance with all environmental provisions and proper handling of hazardous material.		N/A		114.3	North
Used solely for the purpose of development and maintenance of signal poles. Indemnity. Nontransferable without consent of railroad. Prevailing party shall recover from the other party its reasonable costs and attorney fees. Previous agreements no longer in effect.	N/A	N/A		114.3	North
This amendment increases the "area" of leased land to a total of 12,170 sq. ft. for "Parking Purposes".	N/A	N/A		114.5	North
Railroad reserves right to construct/reconstruct, maintain and use existing/future railroad structures along said property. Rights cease if work is not commenced within 1 year. Grantee assumes all cost in constructing structure. Grantee will reimburse railroad expenses. Grantee assumes all cost in required alteration/improvement of structure. Grantee will have privilege of entry for construction/maintenance of structure. Contract work must enter agreement with railroad. Grantee shall assume all risk of damage due to railroad work. Indemnity.	N/A	N/A		114.6	North
Railroad gives its Contract Operator or its passenger easement grantee the right to use the Premise for railroad purposes. Lessee assumes full responsibility of the train depot building and takes possession of the building in its AS IS condition without any representation or warranty by NCRA. NCRA agrees to indemnify Lessee from any claim arising on the existing conditions of the Premise. Lessee shall use the Premise exclusively for uses related to transportation. NCRA shall have access to the Premise at reasonable times. Lessee shall comply with all laws while performing work. Lessee shall pay for all expenses incurred by Lessee including utilities and maintenance costs during operation. Lessee shall pay any taxes incurred during the term of this Lease. Lessee shall not incur any liens on the Premise. Lessee shall pay for any costs resulting in liens on behalf of NCRA. Lessee indemnifies NCRA. Lessee shall have minimum of \$1,000,000 for each type of insurance which are General Liability insurance, Automobile Liability insurance, Worker's Compensation and Employers Liability insurance, and fire and extended coverage insurance. Every 5 years after the Commencement Date, the policy limits shall increase with increase in CPI. Lessee shall not assign this Lease to anyone without NCRA's consent. Lessee shall have the right to sublease the Premise. Lessee is authorized to perform the Ukiah Railroad Depot Rehabilitation Project, Specification No. 08-09. Any improvements made by the Lessee shall be property of NCRA. Lessee indemnifies NCRA from third party claims. Any damage or destruction to the property will result in Lessee notifying Lessor immediately and must be paid for from the insurance proceeds. In event of any material breach of any provision by Lessee, NCRA has the right to terminate this Lease. All obligations of NCRA or Lessee to be performed prior to the expiration or earlier termination shall cease upon the termination or expiration of this Lease. Lessor will be reimbursed for any defaults from Lessee by Lessee. Lessee's failure to comply with any obligations shall be excused if due to causes beyond the Lessee's control. Lessee shall not destroy any land survey corner monuments, reference points, and the United States Geological Survey benchmark on the Premises. Any amendments, revisions, supplements, or additions to this Agreement shall be made in writing. Any unenforceable or illegal term in this Lease shall not affect the other terms. If either party brings legal suit to the other, then the loser will pay the winner's legal costs. Before suing, the one that is suing should attempt to mediate the dispute.	Every five (5) years after the Commencement Date, the policy limits shall increase by the increase in the cost of living for that time period. The cost of living increase shall be, as applicable, the percentage change in the Consumer Price Index ("CPI") between the Commencement Date and the same date five years later or the date of the last policy limit cost of living adjustment and the same date five years later.	N/A		114	North
Every conductor and its supporting structures and appurtenances shall be made, constructed, erected and maintained in a careful and workmanlike manner by Licensee and at a height above tops of track rails now or hereafter. Conductors shall not interfere with operations of any gates or safety devices. Any alterations needed shall be paid by Licensee. Licensee shall take precaution to prevent interference with fixtures or electronic devices. If no towers, poles, or other structures are erected by Licensee on said property, Licensee shall raise the conductors at Licensee's expense. If Licensor deems it necessary, Licensee shall the locations of its structures, conductors, etc. at Licensee's expense. Licensee agrees to remove conductors, structures, etc. from said property upon 60 days' written notice. Licensee shall not assign the rights and privileges herein granted without the consent of the Licensor. Licensee agrees to indemnify Licensor and The Western Union Telegraph Company. Licensee shall assume all risk of damage to said poles, wires or their appurtenances and to all other property of said Licensee, and/or all property under the control or custody.	N/A	N/A		115	North
Licensee and agents and employees of Licensee shall have privilege of entry on Premise to make necessary repairs or changes. Licensee agrees to keep Premise in good and safe condition. Licensee agrees that all work on structure shall not interfere with the operations of the Licensor. If Licensor deems there needs to be any changes to Premise, then Licensee shall incur the costs of making the changes. Licensee shall not assign or transfer this License without the consent of Licensor. If Licensee fails to perform any covenants or conditions, then Licensor has the right to terminate the Lease. Upon termination, Licensee shall remove its structure and leave the Premise in the condition on the beginning of this License. Licensee shall indemnify Licensor. Licensee shall assume all risk of damage to his property. Licensee shall pay for all materials joined or affixed to said Premise along with any labor done. Licensee shall pay Licensor's legal fees if Licensor shall bring suit to compel for performance etc.. This agreement may be terminated by either party by giving 30 days' notice in writing.	N/A	N/A		115	North

**NCRA Agreements and Contracts**

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
Easement for a public 12-inch sewer pipeline.	Mendocino	MP_115.10_SEWER_1958.PDF	Easement	N/A	Grantee shall pay \$25 in consideration amount to Railroad.
Agreement for a private pipeline may be active.	Mendocino	MP_115.79_PIPE_1999.PDF	Agreement	N/A	Licensee shall pay to Railroad \$250 in consideration amount. Commencing with the second year of the term of this agreement, Licensee shall pay to Railroad the sum of \$300.00 payable annually in advance.
Lease for private parking may be active.	Mendocino	MP_116.00_PARKING_2010.PDF	Lease	N/A	Payments of \$324.00 flat rate for rent. Application fee of \$300. The Base Rent shall automatically and without notice to Lessee be adjusted upwards only, on each anniversary of the Effective Date, by 10%. The Base Rent, as so increased, shall be effective as of each anniversary date, notwithstanding Lessor's acceptance of a lesser amount and notwithstanding any billing by Lessor for a lesser amount.
Terminated on January 11, 2012 per NCRA.	Mendocino	MP_116.30_ROAD_XING_2001.PDF	Lease	Lessor also reserves for itself and those whom it grants such right the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to, exist or hereafter discovered upon, within or underlying the Premises, or that may be produced there from.	Payment of \$300 per year for rent. If any installment of rent or other sum due from Lessee is not received by Lessor within ten (10) days of the date it is due, then Lessee shall pay to Lessor a late charge equal to ten percent (10%) of such overdue amount. Any monetary obligation due Lessor hereunder, other than late charges, not received by Lessor within ten (10) days of the date it is due, shall bear interest from the date due at the current Prime rate plus four percent or the then prevailing maximum rate permitted by applicable law, whichever is less ("Interest Rate"). Lessee shall pay all taxes, charges, and assessments, which are levied upon, or assessed against any improvement or personal property, placed upon the Premises by Lessee. Lessee shall pay, before they any and all property taxes and/or possessory interest taxes, assessments and/or supplemental taxes which are levied or assessed by any local public entity or government on the Premises or Lessee's possession and/or use thereof. Lessee shall pay to Lessor any privilege, sales, gross income or other tax (not including federal or state income tax), if any, imposed upon the Rent received by Lessor by an agency having the authority to do so.
License appears to have terminated pursuant to its terms and conditions.	Mendocino	MP_116.80-116.19_STORAGE_2012.PDF	License	N/A	\$1,800 per year, rent shall be increased by 3%.

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$0.00	\$25.00	Asylum	10	Northwestern Pacific Railroad Company and Ukiah Valley Sanitation District	N/A	April 15, 1958	April 14, 1959	N/A
\$300.00	\$250.00	Asylum	4	Northwestern Pacific Railroad and Robert Mondovi Properties	West Second Street,	June 19, 1999	N/A	N/A
\$324.00	\$300.00	Ukiah	9	North Coast Railroad Authority & Lighted Petroleum Products	418 Talmage Road. Suite M, Ukiah, CA 95482	Original January 1, 1998, Modification April 8, 2010	April 7, 2015	15 years, and amended for an additional term of 5 years with option to renew for five (5) additional years.
\$300.00	\$0.00	Ukiah	42	North Coast Railroad Authority & True Guard, LLC	419 Talmage Road. Suite M, Ukiah, CA 95482	Original January 1, 2001, Modification August 26, 2010	August 25, 2020	10 years, and amended for an additional 10 years
\$1,800.00	\$0.00	Ukiah	9	North Coast Railroad Authority Act & North Cal Wood Products	419 Talmage Road. Suite M, Ukiah, CA 95482	January 31, 2012	January 30, 2014	2 years

## NCRA Agreements and Contracts

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
<p>This grant is made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all the property described herein. This grant is made subject to all licenses, leases, easements, restrictions, etc. Rights granted to Grantee shall become void if work is not commenced within 1 year of the first date herein written. Grantee shall bear the entire costs of constructing and maintaining said structure. Grantee shall not interfere with the operations of the Railroad. Grantee shall reimburse Railroad if Railroad furnished any materials to Grantee. Railroad has the right to have Grantee relocate or reconstruct the location or structure. Grantee agrees to reimburse Railroad for any and all assessments which may be levied. Grantee, its agents and employees, shall have privilege of entry for work related purposes. Grantee agrees to keep premise free some waste. Failure to do so may result in Railroad cleaning it up and Grantee will incur the costs. Before any work is started, a contractor should first enter into an agreement with railroad. Contractor indemnifies Railroad. Contractor shall furnish a surety bond to Railroad. If Grantee, its successors, or assigns abandon the property for 1 year, then all rights shall be terminated. Upon termination, Grantee shall remove its property from the Premise and restore the Premise to its original condition. Failure to do so may result in Railroad removing Grantee's property at the expense of Grantee.</p>	N/A	Keep in good condition free from waste.		115.1	North
<p>Licensee, at Licensee's expense, shall construct and maintain pipeline in good and safe condition, keep pipe clean clear of all rubbish, construct and maintain whistle and stop signs, trim shrubbery, install and maintain warning devices, install and maintain drainage facilities, barricades, and fence gates. Licensee shall reimburse Railroad for any expenses incurred by Railroad for items above. Licensee shall not perform any work on Railroad's property unless Railroad's General Manager is given 5 days' advance notice and written approval from Railroad. Operators of vehicles shall comply with posted signs. Licensee shall not construct or interfere with the passage of Railroad's trains. Licensees shall pay for all materials joined or affixed to said property including labor. Licensee shall not incur any liens against the Premise. Licensee indemnifies Railroad. Licensee shall provide evidence of insurance. Either party shall terminate this License giving 30 days' notice. Termination of this agreement by either party shall not relieve or release Licensee from any liability incurred prior to such termination. Railroad has the right to perform any work required at the expense of Licensee. Upon termination of this agreement, all rights shall cease and Licensee shall remove said pipeline and leave the Premise in neat and safe condition. Licensee shall comply with all laws. If any leakage or pollution occurs on the Premise, then Licensee shall incur the costs to clean it up. Licensee shall not assign this agreement to anyone without written consent from Railroad.</p>	N/A	Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise on the premises covered hereunder as a result of Licensee's use, presence, operations or exercise of the rights granted hereunder, Licensee shall, at its expense, be obligated to clean all property affected thereby, whether owned or controlled by Railroad or any third persons to the satisfaction of Railroad (insofar as the property owned or controlled by Railroad is concerned) and any governmental body having jurisdiction to the matter.		115.79	North
<p>The Tenant agrees the followings: all loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by RAILROAD; LESSEE shall maintain roadways, adjacent area, and track flange ways in a good and safe condition, satisfactory to Railroad. Tenant shall not place or permit any obstruction in such area; LESSEE shall install and maintain such drainage facilities, barricades and fence gates as RAILROAD may designate; Lessee shall reimburse RAILROAD for any expense in connection with any of the above, whether performed by Lessee or by persons drawn by LESSEE'S use of the property; Tenant shall not allow equipment, materials, portable signs, devices or other objects to be stored or to remain outside the defined premises; All maintenance and upkeep of railroad crossings will be the sole responsibility of the lessee. Crossings will be maintained to the satisfaction of the railroad.</p>	N/A	N/A	Lease Amended on April 8, 2010. Will add an additional 5 years after the 15 years and an option to renew for 5 additional years. New Effective Date appears to be April 8, 2010.	116	North
<p>Used solely and exclusively for private road. Lessee shall not use the Premises for any other use other than the Permitted Use without Lessor's prior written consent, which consent may be withheld by Lessor in its sole discretion. Lessee shall not permit any damage, nuisance or waste on the premises; nor permit to be placed upon the Premises any gasoline, diesel fuel, oil, other petroleum products, or any hazardous or explosive material. waste or substance. If any portion of Premises is located within twenty five (25) feet of the centerline of any railroad tracks, then Lessee and all employees, agents and contractors of Lessee shall comply with the restrictions stated in Exhibit "C": Contractors General Safety Requirements.</p>	Beginning one year following Effective Date, and continuing thereafter on each anniversary of the Effective Date during the Lease Term, as it may be extended CU Anniversary Date"), Rent shall be increased by the increase in the Consumer Price Index, provided that in no event shall the rent be decreased.	Lessee shall not permit any damage, nuisance or waste on the premises; nor permit to be placed upon the Premises any gasoline, diesel fuel, oil, other petroleum products, or any hazardous or explosive material. waste or substance.	Lease terminated on January 11, 2012 Amended on August 26, 2010.	116.3	North
<p>Licensee agrees to install all permanent improvements and any necessary utilities to serve those improvements which shall become part of said Property and title to said improvements shall be vested with Licensor upon termination of this license. Improvements, excavations, removal of any trees, weeds, brush, grass or improvements and other modifications to the Property shall be the sole responsibility of Licensee. Licensee will make all reasonable efforts and take all reasonable precautions to maintain the property in such a way that is safe and free from unreasonable hazards likely to cause injury to persons who use the Property. Licensee shall assume full responsibility for the proper use and supervision of the property. If property usage increases the annual fee will be reassessed. Licensee hereby agrees to maintain the vegetation on the said property at Licensee's expense. Licensee hereby agrees that no materials will be stored on rails and all materials need to remain a distance of 6 feet from centerline of railroad track.</p>	N/A	N/A		116.8 - 116.19	North

### NCRA Agreements and Contracts

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
Easement for public drainage.	Mendocino	MP_117.00_DRAINAGE_1983	Deed	N/A	Grants Grantee the right to construct, reconstruct, maintain and operate a drainage facility composed of approximately 382 feet of 24 inch reinforced concrete pipe, a 3 by 4 by 30-foot from inlet and approximately 1,330 feet of open ditch, hereinafter collectively referred to as "structure", in, upon, along, across and beneath the property and tracks of Railroad.
Easement for public road crossing.	Mendocino	MP_117.00_ROAD_XING_1982.PDF	Easement	N/A	N/A
Lease appears to have expired pursuant to its terms and conditions.	Mendocino	MP_117.02_PARKING_1970.PDF	Lease	There is reserved to Railroad the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying said premises.	Rental under this agreement is hereby revised to \$600 per annum effective May 1, 1988, and continue to be increased annually. Prior rent was \$25.00 per annum, payable annually.
License for private road crossing may be active.	Mendocino	MP_117.54_ROAD_XING_1992.PDF	License	N/A	Licensee shall pay Railroad the sum of \$405 partially to defray cost of handling; and pay the sum of \$85 per annum, payable annually in advance
Lease for a private road crossing may be active.	Mendocino	MP_117.79_ROAD_XING_1970.PDF	Lease	N/A	\$10 per annum, payable annually in advance. Consideration amount is \$25.
License for a private road crossing may be active.	Mendocino	MP_117.79_ROAD_XING_1976.PDF	License	N/A	\$60 per annum, payable annually in advance. Licensee shall pay to Licensor \$75 in consideration amount.
Easement for drainage granted to state.	Mendocino	MP_118.00_DRAINAGE_1962.PDF	Easement	N/A	Grantee agrees to reimburse Railroad for the cost of expense to Railroad of furnishing any materials or performing any labor in connection with the construction. An estimate of the cost is \$995. Cost estimates are \$100 for Preliminary Engineering, \$246 for Engineering Inspection, \$320 for Flagging, \$33 for Vacation Allowance, \$13 for Holiday Pay, \$35 for Health and Welfare, \$63 for R.R. Retirement Unemployment Tax, \$27 for PL, PD, & WC Insurance, \$67 for Supervision, and \$91 for Contingencies. Permits grantee to use a 10 foot wide strip of land for drainage purpose, over and across the land 100 feet wide.
License for a private road crossing may be active.	Mendocino	MP_118.00_ROAD_XING_1945.PDF	License	N/A	Licensee shall pay to Licensor \$5 in consideration amount.
License for a private 2-inch pipeline may be active.	Mendocino	MP_118.02_WATER_1950.PDF	License	N/A	Licensee shall pay to Licensor \$5 in consideration amount.

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$0.00	\$0.00	Ukiah	6	Northwestern Pacific Railroad Company & County of Mendocino	N/A	April 28, 1983	N/A	N/A
\$0.00	\$0.00	Ukiah	5	Northwestern Pacific Railroad Company & County of Mendocino	N/A	January 6, 1982	N/A	N/A
\$600.00	\$0.00	Ukiah	9	Northwestern Pacific Railroad Company & County of Mendocino	Lake Mendocino Drive, Ukiah, CA 95482	May 1, 1970	April 30, 1972	1 year
\$85.00	\$405.00	Ukiah	10	Northwestern Pacific Railroad Company & L. Gordon Jahnke	1200 Corporate Center Drive, Monterey Park, California 91754	July 24, 1992	N/A	N/A
\$10.00	\$25.00	Pomo	4	Northwestern Pacific Railroad Company & Parnum Paving Company	419 Talmage Road, Suite M, Ukiah, CA 95482	November 2, 1970	N/A	N/A
\$60.00	\$75.00	Calpella	3	Northwestern Pacific Railroad Company & A. F. Antoni	N/A	November 12, 1976	N/A	N/A
\$0.00	\$995.00	Ukiah	13	Northwestern Pacific Railroad Company & the State of California, acting by and through its Department of Public Works	N/A	February 20, 1962	N/A	N/A
\$5.00	\$0.00	Ukiah	4	Northwestern Pacific Railroad Company & C. B. Rusco	N/A	September 29, 1945	N/A	N/A
\$0.00	\$5.00	Ukiah	5	Northwestern Pacific Railroad Company & Jack A. Scott	N/A	November 27, 1950	N/A	Duration of use

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
Right to construct, reconstruct, maintain and operate a drainage facility composed of approximately 382 feet of twenty-four (24) inch reinforced concrete pipe, a three by four by 30-foot drop inlet and approximately 1,330 feet of open ditch in, upon, along, across and beneath the property and tracks of Railroad. Grantee shall bear the entire cost and expense of constructing, reconstructing, and maintaining said structure of upon said property. Grantee will reimburse all railroad expenses.	N/A	N/A		117	North
Used all the property as a common carrier. The Railroad grants Grantee the right to construct, reconstruct, maintain, use and remove existing and future transportation, communication, power and pipeline facilities in, upon, over, under, across or along the real property. Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway.	N/A	No toxics clause.		117	North
Used by Lessee solely and exclusively for the parking of Lessee's trucks, automobiles and related vehicles. Railroad reserves for itself, its successors, assigns and licensees, the right to construct, maintain and operate any existing tracks and existing and new or additional pipe, telegraph, telephone and power transmission lines upon, over and beneath the leased premises. Lessee agrees not to pile or store or permit to be piled or stored upon the leased premises, within 100-feet of the nearest railroad track, any gunpowder, dynamite, gasoline or other explosive substance or material. Lessee agrees to keep the leased premises and all buildings and structures thereon free from rubbish and in a neat and safe condition and satisfactory to Railroad. Lessee agrees to full pay for all costs and expenses of the leased premises, damages, and reasonable attorney fees and any amounts expended in defending any proceedings, or in the payment of any of said liens or any judgment obtained therefor. Railroad may post and maintain upon the leased premises notices of no responsibility as provided by law.	Rent will continue to be increased annually based upon the same increase as has occurred in the CPI during the preceding 12-month period.	Not pile within 100' of the nearest R.R. track any gunpowder, dynamite, gas or other explosive substance or material.		117.02	North
Roadway shall be a private one and not for public use. Licensee shall roadway in a good and safe condition. Licensee shall reimburse Railroad for all expenses. Licensee shall not perform work on railroad's property without 5 days notice and approval from railroad. Vehicles comply with all posted signs. Licensee shall not obstruct/interfere with the passage of Railroad's trains. Licensee shall pay for all materials joined or affixed. Indemnity. Upon request, Licensee shall produce copies of insurance covering contractual liability. Termination by either party with 30 days notice. Provisions hereof notwithstanding, Railroad reserves right to perform, at Licensee's expense, all or portion of work in connection with the construction/maintenance/use and removal of roadway. Upon termination, licensee shall remove roadway. Licensee shall comply with all laws relating to environmental protection. Licensee shall clean any discharge, leakage, spillage, emission or pollution. Non-transferrable.	The rental shall automatically be adjusted upwards only, on each anniversary of the effective date of this Agreement, by the CPI Factor. In addition to or in lieu of the above, Railroad may, at any time, increase the rental without reference to the CPI Factor by giving Licensee, thirty (30) days' notice of such adjustment and its effective date.	N/A		117.54	North
Roadway shall be a private one and not for public use. Licensee shall roadway in a good and safe condition. Vehicles comply with all posted signs. Licensee shall not obstruct/interfere with the passage of Railroad's trains. Licensee shall install/maintain gates required by railroad. Licensee shall pay for all materials joined or affixed. Indemnity. Licensee shall pay to Railroad reasonable attorney fees and judgment/costs. Termination by either party with 30 days notice. Upon termination, Licensee shall remove roadway.	N/A	N/A		117.79	North
Roadway shall be a private one and not for public use. Licensee shall roadway in a good and safe condition. Licensee shall reimburse Railroad for all expenses. Licensee shall not perform work on railroad's property without 5 days notice and approval from railroad. Vehicles comply with all posted signs. Licensee shall not obstruct/interfere with the passage of Railroad's trains. Licensee shall pay for all materials joined or affixed. Indemnity. Termination by either party with 30 days notice. Upon termination, licensee shall remove roadway.	N/A	N/A		117.79	North
Railroad reserves right to construct/maintain/use structures for its purpose as a common carrier. Rights cease if work is not commenced and/or abandoned within 1 year. Grantee responsible for all cost in constructing structure. Grantee shall reimburse railroad expenses. Grantee shall pay to the railroad an amount equal to all assessments levied on premises. Grantee shall have privilege of entry to construct/maintain structure. Upon termination, grantee shall remove structure. No work shall be commenced until entered into agreement with railroad.	N/A	Keep property in good and safe condition, free from waste.		118	North
Licensee shall maintain and keep said crossing in good repair. Licensee shall erect gate as required by railroad. Licensee shall keep gate closed/secure when not in use. Indemnity. Nontransferable without consent from railroad. Licensee shall construct and maintain sign displaying, "PRIVATE PROPERTY. PERMISSION TO PASS OVER REVOCABLE AT ANY TIME". Licensor may terminate agreement if licensee fails to comply with agreement. Termination by either party with 30 days notice. Licensee shall not work on structure without written consent of licensor. Licensee will pay for all materials joined or affixed to said premises. Licensee shall pay to Licensor reasonable attorney fees and amount of judgment/costs.	N/A	N/A		118	North
Licensee and its agents and employees shall have the privilege of entry on said Premise for making necessary repairs or changes on said structure. Licensee agrees to keep Premise in good and safe condition. If Licensee does not keep Premise free from waste, then Licensor may perform the work to clean it up and Licensee will pay what it costs to do so. Any work done by Licensee shall attempt to not interfere with the operations of the Licensor. Licensee shall not transfer or share this agreement or share any rights with anyone. Licensee agrees to reimburse Licensor if there needs to be any watchmen, flagmen, or inspectors. If Licensee discontinues the use of the structure, then all rights will cease. If Licensee fails to comply with any covenants or conditions, then Licensor shall terminate this License. Upon termination, Licensee shall remove their structure and restore the Premise to the original condition. Licensee indemnifies Licensor. Licensee shall assume all risk of damage to said structure and appurtenances and to any other property. Licensee will pay for all materials joined or affixed to said Premise along with any labor. Licensee shall pay Licensor's attorney fees if Licensor needs to file a case against Licensee for breach of any covenants or conditions.	N/A	No toxics clause		118.02	North

## NCRA Agreements and Contracts

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
License for a private road crossing may be active.	Mendocino	MP_118.88_ROAD_XING_1977.PDF	License	N/A	\$25 in consideration amount and \$10 per annum, payable annually in advance.
License for private electrical service may be active.	Mendocino	MP_119.00_ELECTRIC_1937.PDF	License/Easement/Agreement	N/A	Second party shall pay in advance, for the privileges hereby granted, the sum of \$5.
License for a private roadway may be active.	Mendocino	MP_119.20_ROAD_XING_1958.PDF	License	N/A	\$25 in consideration amount.
Easement for public water utilities.	Mendocino	MP_119.26_and_119.42_and_119.48_UTILITIES_1979.PDF	Easement	N/A	\$1,800 in consideration amount.
License for a private 6-inch waterline may be active.	Mendocino	MP_119.37_WATER_1971.PDF	License	N/A	\$50 in consideration amount.

## NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$10.00	\$25.00	Pomo	5	Northwestern Pacific Railroad Company & Elizabeth C. Broman	N/A	April 1, 1977	N/A	N/A
\$0.00	\$5.00	Ukiah	4	Northwestern Pacific Railroad Company & Stephen Massoletti	N/A	August 4, 1937	N/A	N/A
\$0.00	\$25.00	Calpella	4	Northwestern Pacific Railroad Company & Calpella County/Sewer and Water District	N/A	December 11, 1958	N/A	N/A
\$0.00	\$1,800.00	Calpella	18	Northwestern Pacific Railroad Company & Calpella Count Water District	N/A	January 31, 1979	N/A	N/A
\$0.00	\$50.00	Calpella	8	Northwestern Pacific Railroad Company & Mario Venturi	N/A	August 31, 1971	N/A	N/A

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
Licensee, at Licensee's expense shall keep roadway in good and safe condition, construct and maintain roadway along with adding fixtures, trim shrubbery, install and maintain warning devices, install and maintain drainage facilities, barricades, and fence gates and keep the, unlocked when roadway is being used, provide evidence of insurance, and reimburse Railroad for any expenses in connection with above. Licensee shall not perform any work unless given permission by Railroad's Division Engineer 5 days in advance. All vehicles shall comply with posted signs. Licensee shall pay for all materials joined or affixed and all labor. Licensee shall not incur any liens on the property. Licensee indemnifies Railroad. This agreement is effective as of the date first written and may be terminated by either party by giving 30 days' notice. Upon termination of this License, Licensee shall leave the property in good and safe condition. This agreement shall not be assigned by Licensee in whole or in part. Railroad reserves the right to perform, at Licensee's expense, all or any portion of work required in connection with the construction, maintenance, use and removal of said roadway.	N/A	N/A		118.88	North
Each conduct or and its supporting structures and appurtenances shall be made, constructed, erected and maintained in a careful manner by second party. Drawings for such plans shall be submitted to Superintendent of Electrical Activities. Each conductor shall be erected and maintained by second party at a height no less than 25 feet above tops of tracks at a clearance not less than 8 feet from any structures. Each conductor shall not interfere with the operations of any gates or safety devices. Second party shall take precautions not to interfere with any fixtures or parties. If no fixtures are erected by second party on Premise, the conductors and appurtenances of second party shall be raised at a height not less than 8 feet above any structure of first party at a point of crossing. If fixtures are erected by second party, then second party must raise any others that first party chooses. If first party deems it necessary, second party shall move its fixtures at its own cost to a new location. Second party remove itself and all its conductors and structures upon 60 days' written notice. Second party shall not assign the rights and privileges of this agreement to anyone. Second party shall indemnify first party, Western Union Telegraph Company, The Pacific Telephone & Telegraph Company, and such other companies or persons as have been granted the privilege of occupying railroad property. Failure of second party to comply with any of these terms and conditions, first party shall terminate this agreement. Second party agrees that all work performed shall conform to Rules for Overhead Line Construction. Second party agrees to temporarily remove any fixture deemed necessary by first party.	N/A	No toxics clause.		119	North
Licensee shall construct and maintain roadway in good and safe condition, free from any rubbish. Roadway signs and whistle signs shall be constructed and paid for by Licensee where Railroad deems necessary. Licensee shall not perform any work on the roadway unless Railroad's Division Superintendent is given five (5) days' advance notice thereof and the approval of Railroad for such work is obtained in writing. Licensee shall reimburse Railroad for any costs incurred with connection to said roadway. All vehicles shall not cross the tracks until told to do so and must follow all orders. Licensee at Licensee's expense shall install and maintain gates if necessary and keep them locked. Licensee indemnified Railroad in connection with the gates. Licensee shall pay for all materials joined or affixed to said property along with any labor performed. Licensee indemnifies Railroad. Licensee shall pay for Licensor's attorney fees if Licensor successfully brings suit to compel performance or for breach of contract. This agreement may be terminated by either party hereto by giving thirty (30) days' notice. Upon termination of this agreement, Licensee shall remove said roadway at its own expense and leave the property in good and neat condition.	N/A	N/A		119.2	North
Project markers shall be installed and maintained by Grantee at Railroad's property and where Railroad approves all at the expense of Grantee. This grant is made subject to all licensees, leases, easements, restrictions, conditions, etc. Grantee shall bear the costs of constructing and maintaining said structure on the property. All work done shall not interfere with the operations of the Railroad. Grantee shall reimburse Railroad for any costs that Railroad incurs for supplying labor or materials. Grantee shall incur expenses if Grantor deems it necessary to move said structure or improve it. If there is any spillage on the property, then Grantee at its own expense shall clean it up. Grantee, its agents, and employees shall have privilege of entry for work purposes. Grantee shall keep Premise in good and safe condition. Grantee shall assume all risk of damage to said structure and appurtenances and to any other property of Grantee. Grantee indemnifies Railroad and any of Railroad's parties. If Grantee, its successors, or assigns abandon the property for one year, this agreement is terminated. Upon termination, Grantee shall remove its structures at its own expense and restore the property to its original state before this agreement.	N/A	Comply with laws; clean spills; indemnify R.R., keep free from water waste.		119.26, 119.42, and 119.48	North
Licensee agrees to keep Railroad's Premise in good and safe condition, free from any rubbish. Failure to keep the Premise free from rubbish shall result in Licensee to pay for the cleanup. Any work done the structure shall not interfere with the operations of the Railroad. If deemed necessary Railroad shall have Licensee remove, reconstruct, or alternate the location of said structure at Licensee's expense. Licensee shall give Railroad five (5) days' written notice prior to the commencement of any work of construction or reconstruction. Licensee shall not assign or transfer this agreement without written consent from Railroad. Licensee shall reimburse Railroad if there needs to be any watchmen, flagmen, or inspectors installed. If Licensee abandons the property, then all rights shall end. If Licensee fails to comply with any terms, then Railroad has the option to terminate this License. Upon termination, Licensee, at its own expense, shall remove said structure and restore the Premise to its original condition. Licensee indemnifies Railroad. No work on Railroad premises shall be commenced by any contractor for Licensee until such contractor has entered into Railroad's standard Contractor's Agreement covering such work. Licensee will pay for all materials joined or affixed to said Premise and pay for any labor performed. Licensee will not incur any liens on the property. This agreement may be terminated by either party hereto by giving thirty 30 days' notice in writing to that effect. Licensee shall pay for Railroad's attorney fees if Railroad successfully brings suit to compel for performance, or to recover for breach of contract.	N/A	No toxics clause.		119.37	North

### NCRA Agreements and Contracts

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
Lease for a private trailer park may be active.	Mendocino	MP_119.47_TRAILERPARK_1982.PDF	Lease	There is reserved to Railroad the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying said premises.	Assignee shall pay to Railroad \$530 per annum, payable annually for rent. In the event Railroad enters into an agreement with a utility company providing service to Lessee at the leased premises for Lessee's sole use, Lessee shall pay to Railroad a charge of One Hundred Twenty-five Dollars (\$125) upon receipt of bill therefor to partially defray administrative costs.
This License for a private waterline may be active.	Mendocino	MP_119.77_WATER_1973.PDF	License	N/A	\$50 in consideration amount.
This Lease appears to have expired pursuant to its terms and conditions.	Mendocino	MP_119.80_PARKING_BLDG_1980.PDF	Lease	N/A	\$170 per annum with revisions (fair rental value). \$360 per annum, effective 2/1/1982, then CPI annually

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$530.00	\$0.00	Calpella	15	Northwestern Pacific Railroad Company & Shirley T. Williams/Lee Burgess	N/A	January 1, 1982	N/A	N/A
\$0.00	\$50.00	Calpella	3	Northwestern Pacific Railroad Company & T.J. Saxon	N/A	March 26, 1973	N/A	N/A
\$360.00	\$0.00	Calpella	9	Northwestern Pacific Railroad Company & R.L. Myers	N/A	June 30, 1980	June 29, 1981	1 year, periodic

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
<p>Within 90 days, if Lessee does not use the Premise or abandons it, then Railroad shall terminate this Lease upon 15 days' written notice. Lessee shall not pile any flammable or explosive content on the Premise. Lessee agrees to keep the Premise and all buildings and structures free from any rubbish and in neat and safe condition. Lessee shall keep its buildings and structures in good condition and repair at its own expense. Any notices and signs shall be kept neat and maintained. Railroad has the right to enter the Premise at reasonable times to do inspections. Lessee agrees to pay any taxes and assessments against the Premise or any liens. If Lessee does not correct any default by Lessee, Railroad has the right to terminate this Lease. Termination of this Lease shall not affect any liability by reason of any act, default or occurrence prior to such termination. Upon termination of this Lease, Lessee shall remove any of its buildings, or structures and restore the Premise to its original state. Failure to do so will result in Railroad claiming any of the Lessee's property on the Premise or removing it from the Premise. Lessee shall not construct, reconstruct, or alter any structures upon the leased Premise without written consent from Railroad. Lessee shall not commence any repairs until 15 days after written consent from Railroad. Lessee agrees not to install or extend any electrical wires in any Railroad-owned improvements on the leased premises without the prior written consent of Railroad. Lessee agrees to pay for all utilities used by Lessee on the Premise. Lessee will pay for all materials joined or affixed to the leased Premise, and to not allow any liens to be placed upon the property. If any liens are filed, then Lessee shall pay for the costs of removing the liens. If the leased Premise is in either Utah or Arizona, Lessee will give Railroad and the lessor of Railroad, before any work is done on the Premise, a bond satisfactory in form and amount and to be issued by some surety company to be approved by Railroad with condition that Lessee shall pay for all labor and materials that are used for work. Lessee indemnifies Railroad. Lessee shall provide to Railroad evidence of insurance not less than \$300,000/750,000 Bodily Injury and \$100,000/100,000 Property Damage. If Railroad successfully brings suit to compel for performance or breach of contract, then Lessee shall pay for Railroad's legal fees. If Lessee (except by Railroad) is lawfully deprived of the possession of the leased Premise, Railroad will either install Lessee in possession of the leased Premise or terminate the Lease and refund a pro rata amount of the rental for the unexpired term. Any notice to be given by Railroad to Lessee hereunder shall be deemed to be properly served if delivered to Lessee. Either party hereto may terminate this lease upon thirty (30) days' written notice to the other party. In the event of such termination by Railroad, the proportion of rent paid in advance allocable to any period after the termination date shall be refunded to Lessee. In case Lessee holds over the term of this Lease, with the consent of Railroad, then the term of this Lease will be on a month to month basis with the same terms and conditions. If the Railroad enters into an agreement with a utility company that provides services to Lessee, Lessee shall pay to Railroad \$125. Absence of markers does not constitute a warranty by Railroad of no subsurface installations. Within 30 days of the effective date, Lessee, at its expense, shall erect a barricade on the red lines as mentioned on attached print. Maintenance and removal of shall be paid by Lessee. If there is leakage on the Premise, Lessee shall clean it up or incur the costs if Railroad or another party does it. Lessee shall pay for any expenses incurred by government environmental regulations. Lessee shall install, maintain, and operate a sewer line across and beneath the leased premise. Lessee is permitted to maintain and operate Lessee's water well and appurtenances. Lessee shall furnish and maintain all pumping equipment required in connection with the well. Lessee shall remove all pumping equipment Railroad does not guarantee any water beneath the</p>	<p align="center">N/A</p>	<p>Not pile within 100' of the nearest R.R. track any gunpowder, dynamite, gas or other explosive substance or material; Comply with laws; clean spills; indemnify railroad.</p>	<p>Edward Cadogan/Barbara Cadogan transferred all of the right, title and interest of the lease to Shirley T. Williams/Lee Burgess.</p>	<p align="center">119.47</p>	<p align="center">North</p>
<p>Licensee agrees to keep Railroad's premise in good and safe condition, free from any rubbish. Failure to keep the Premise free from rubbish shall result in Licensee to pay for the cleanup. Any work done the structure shall not interfere with the operations of the Railroad. If deemed necessary Railroad shall have Licensee remove, reconstruct, or alternate the location of said structure at Licensee's expense. Licensee shall give Railroad five (5) days written notice prior to the commencement of any work of construction or reconstruction. If Licensee discontinues the use of said structure or abandons the same, all rights shall be terminated. Licensee shall not assign or transfer this agreement without written consent from Railroad. Licensee shall reimburse Railroad if there needs to be any watchmen, flagmen, or inspectors installed. If Licensee abandons the property, then all rights shall end. If Licensee fails to comply with any terms, then Railroad has the option to terminate this License. Upon termination, Licensee, at its own expense, shall remove said structure and restore the Premise to its original condition. Licensee indemnifies Railroad. No work on Railroad premises shall be commenced by any contractor for Licensee until such contractor has entered into Railroad's standard Contractor's Agreement covering such work. Licensee will pay for all materials joined or affixed to said Premise and pay for any labor performed. Licensee will not incur any liens on the property. This agreement may be terminated by either party hereto by giving thirty 30 days notice in writing to that effect. Licensee shall pay for Railroad's attorney fees if Railroad successfully brings suit to compel for performance, or to recover for breach of contract.</p>	<p align="center">N/A</p>	<p align="center">N/A</p>		<p align="center">119.77</p>	<p align="center">North</p>
<p>Said Premise shall be used exclusively by Lessee for maintenance of a portion of Lessee-owned building. Lessee agrees to comply with all applicable laws and regulations with respect to the use of the leased premises. Within 90 days, if Lessee does not use the Premise or abandons it, then Railroad shall terminate this Lease upon 15 days' written notice. Lessee agrees not to pile or store any explosive or flammable objects on the Premise. Lessee agrees to keep the Premise and buildings free from rubbish. Lessee shall keep its buildings and structures in good condition and repair at its own expense. Any notices and signs shall be kept neat and maintained. Railroad has the right to enter the Premise at reasonable times to do inspections. Lessee agrees to pay any taxes and assessments against the Premise or any liens. If Lessee does not correct any default by Lessee, Railroad has the right to terminate this Lease. Upon termination of this Lease, Lessee shall deliver the possession of the leased Premise to Railroad. Upon termination of this Lease, Lessee shall remove any of its buildings, or structures and restore the Premise to its original state. Failure to do so will result in Railroad claiming any of the Lessee's property on the Premise or removing it from the Premise. Lessee shall not construct, reconstruct or alter structures upon the leased premise without written consent of Railroad. Lessee shall not commence any repairs (except emergency repairs) until fifteen (15) days written notice to Railroad. Lessee agrees to pay for all utilities used by Lessee on the Premise. Lessee will pay for all materials joined or affixed to the leased Premise including labor. Lessee will not incur any liens on the property. If any liens are placed, then Licensee shall incur the costs of removing them. If the leased Premise is in either Utah or Arizona, Lessee will give Railroad and the lessor of Railroad, before any work is done on the Premise, a bond satisfactory in form and amount and to be issued by some surety company to be approved by Railroad with condition that Lessee shall pay for all labor and materials that are used for work. Lessee indemnifies Railroad. Lessee shall provide to Railroad evidence of insurance not less than \$300,000/750,000 Bodily Injury and \$100,000/100,000 Property Damage. In case of suit to compel for performance or for breach of contract, then the losing party will pay the winning party's legal fees. If Lessee (except by Railroad) is lawfully deprived of the possession of the leased Premise, Railroad will either install Lessee in possession of the leased Premise or terminate the Lease and refund a pro rata amount of the rental for the unexpired term. Any notice to be given by Railroad to Lessee hereunder shall be deemed to be properly served if delivered to Lessee. Either party hereto may terminate this lease upon thirty (30) days' written notice to the other party. In the event of such termination by Railroad, the proportion of rent paid in advance allocable to any period after the termination date shall be refunded to Lessee. In case Lessee holds over the term of this Lease, with the consent of Railroad, then the term of this Lease will be on a month to month basis with the same terms and conditions. If the Railroad enters into an agreement with a utility company that provides services to Lessee, Lessee shall pay to Railroad \$125. Absence of markers does not constitute a warranty by Railroad of no subsurface installations. Within 30 days of the effective date, Lessee, at its expense, shall erect a barricade on the red lines as mentioned on attached print. Maintenance and removal of shall be paid by Lessee. If there is leakage on the Premise, Lessee shall clean it up or incur the costs if Railroad or another party does it. Lessee shall pay for any expenses incurred by government environmental regulations. Lessee shall not be permitted to sell or hypothecate any of its fixed improvements upon the leased premises without Railroad's written consent. If any of Lessee's property is not removed by the expiration date, then the Railroad has the option to renew this Lease with the same terms and conditions until they are removed. If this</p>	<p>The rental will be revised based on the CPI above or upon the fair rental value.</p>	<p>Not pile within 100' of the nearest R.R. track any gunpowder, dynamite, gas or other explosive substance or material; Comply with laws; clean spills; indemnify railroad.</p>	<p>Handwritten revised payment term. The rate was \$170 per annum, payable annually in advance. In the event Railroad enters into an agreement with a utility company providing service to Lessee at the leased premises for Lessee's sole use, Lessee shall pay to Railroad a charge of One Hundred Twenty-five Dollars (\$125) upon receipt of bill therefor to partially defray administrative costs. Any privilege, sales, gross income or other tax not including income tax imposed upon the rentals herein provided to be paid by the Lessee, or upon the Railroad in an amount measured by the rentals received by Railroad, shall be paid by the Lessee, in addition to the amounts set</p>	<p align="center">119.8</p>	<p align="center">North</p>

### NCRA Agreements and Contracts

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
This License for cable-TV may be active.	Mendocino	MP_119.80_TV_CABLE_1971.PDF	License	N/A	\$50 in consideration amount.
License is for a private 1-inch water pipeline may be active.	Mendocino	MP_119.80_WATER_1939.PDF	License	N/A	Licensee shall pay \$5 in consideration amount to Licensor.
License was for a private waterline may be active.	Mendocino	MP_119.89_WATER_1952.PDF	License	N/A	Licensee shall pay \$5 in consideration amount to Railroad.
This Lease appears to have expired pursuant to its terms and conditions.	Mendocino	MP_120.25_STORAGE_etc_1976.PDF	Lease	N/A	Lessee agrees to pay the rental rate of \$180 per annum, payable annually in advance. Any privilege, sales, gross income or other tax (not including income tax) imposed upon the rentals herein provided to be paid by the Lessee, or upon the Railroad in an amount measured by the rentals received by Railroad, shall be paid by the Lessee, in addition to the amounts set forth herein, whether such imposition of tax be by The United States of America, the state in which the leased premises are located, or any subdivision or municipality thereof. In the event Railroad enters into an agreement with a utility company providing service to Lessee at the leased premises for Lessee's sole use, Lessee shall pay to Railroad a charge of Fifty Dollars (\$50) upon receipt of bill therefor to partially defray administrative costs.
This license for a private road crossing may be active.	Mendocino	MP_120.35_ROAD_XING_1973.PDF	License	N/A	Licensee shall pay to Railroad \$10 per annum, payable annually in advance.

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$0.00	\$50.00	Calpella	7	Northwestern Pacific Railroad Company & Spanish Mountain Television Company	N/A	March 1, 1971	N/A	N/A
\$0.00	\$5.00	Calpella	9	Northwestern Pacific Railroad Company and G. Schwend Bros.	N/A	September 5, 1939	N/A	No term listed
\$0.00	\$5.00	Calpella	6	Northwestern Pacific Railroad Company and Maurice Broglio	N/A	January 23, 1952	N/A	Duration of use
\$180.00	\$0.00	Calpella	8	Northwestern Pacific Railroad Company and Louisiana-Pacific Corporation	N/A	April 20, 1976	December 31, 1976	1 year
\$10.00	\$0.00	Calpella	6	Northwestern Pacific Railroad Company and Masonite Corporation , Western Lumber Division	N/A	September 25, 1973	N/A	N/A

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
The facilities shall be installed and maintained by Licensee. Clearances for structures and fixtures shall be provided by Licensee to fulfill orders. Licensee shall take precaution to prevent interference by its facilities with railway signals, gateways, safety devices, etc. Licensee shall bear any expenses for alterations to facilities on Railroad Premises. Before performing any work on the Premise, Licensee shall notify Railroad. Railroad has the right to make Licensee move or reconstruct its facilities upon 15 days' notice. Licensee shall keep the Premise in neat and safe condition, keeping the track and toe path clear of all obstructions. Licensee shall reimburse Railroad for any expenses incurred for maintenance or removal of facilities on the Premise. Licensee indemnifies Railroad and The Western Union Telegraph Company. This agreement may be terminated by either party giving 30 days' written notice to the other. Upon termination Licensee agrees to remove its property and restore the Premise to its original condition. Licensee shall not assign the rights and privileges of this License without written consent from Railroad. No work on Railroad's premises shall be commenced by any contractor for Licensee until such contractor has entered into Railroads standard Contractor's Agreement covering such work.	N/A	No toxics clause.		119.8	North
Licensee and its agents and employees shall have the privilege of entry on said Premise for making necessary repairs or changes on said structure. Licensee agrees to keep Premise in good and safe condition. If Licensee does not keep Premise free from waste, Licensor may perform the necessary work for cleanup and Licensee will have to incur the costs. Licensee shall perform work on the structure without interfering with the operations of the Licensor. Licensor has the right to require removal or alteration in the location of the structure and construct addition tracks, all at the expense of the Licensee. Licensee shall not assign or transfer this agreement without written consent from Licensor. If Licensee fails to perform any covenant or condition, then Licensor has the right to terminate this License. Upon termination of this License, Licensee shall remove its structure from the Premise and restore the Premise to its original condition. Failure to do so may result in Licensor to remove the structure at the expense of the Licensee. Licensee indemnifies Licensor. Licensee shall assume any risk of damage to said structure and any if its property. This agreement may be terminated by either party by giving thirty (30) days' notice in writing. If Licensor brings suit to compel for performance or breach of contract, then Licensee shall pay for Licensor's attorney fees. Licensee will pay for all materials joined or affixed to said Premise along with any labor. Licensee shall not incur any liens on the Premise. If any work is to be done on the structure of appurtenances, such work shall not be done until Contractor has entered into an agreement with Licensor. Contractor shall furnish a Surety Company bond to Licensor for the faithful performance of all terms and conditions.	N/A	N/A		119.8	North
Licensee and its agents and employees shall have the privilege of entry on said Premise for making necessary repairs or changes on said structure. Licensee agrees to keep Premise in good and safe condition. If Licensee does not keep Premise free from waste, Licensor may perform the necessary work for cleanup and Licensee will have to incur the costs. Licensee shall perform work on the structure without interfering with the operations of the Licensor. Licensor has the right to require removal or alteration in the location of the structure and construct addition tracks, all at the expense of the Licensee. Licensee shall give Railroad five (5) days written notice prior to the commencement of any work of construction or reconstruction. Licensee shall not assign or transfer this agreement without written consent from Licensor. Licensee shall reimburse Railroad if any watchmen, flagmen, or inspectors need to be installed. If Licensee abandons the property, all rights shall cease. If Licensee fails to comply or perform any covenant or condition, then Railroad has the option to terminate this agreement. Upon termination, Licensee shall remove said structure and leave the Premise in good and safe condition and to its original condition. Failure to do so may result in Railroad performing the cleanup at Licensee's expense. Licensee shall indemnify Railroad. Licensee shall assume all risk to said structure and appurtenances and to any other property of Licensee. If any work is to be done on the structure of appurtenances, such work shall not be done until Contractor has entered into an agreement with Licensor. Contractor shall furnish a Surety Company bond to Licensor for the faithful performance of all terms and conditions. Licensee shall pay for all materials joined or affixed to said Premise including labor. Licensee shall not incur any liens against the Premise. If Licensor brings suit to compel for performance or breach of contract, then Licensee shall pay for Licensor's attorney fees. This agreement may be terminated by either party hereto by giving thirty (30) days' written notice.	N/A	N/A		119.89	North
Lessee indemnifies Railroad. Lessee agrees to comply with all applicable laws and regulations. Lessee shall provide evidence of insurance that amounts to no less than \$300,000/750,000 Bodily Injury and \$100,000/100,000 Property Damage. Except where prohibited by law, Lessee's Workmen's Compensation insurance covering operations on the leased premises shall include a waiver of subrogation against Railroad. If either party sues the other for breach of contract, then the losing party pays the winning party's legal fees. Any notice to be given by Railroad to Lessee hereunder shall be deemed to be properly served if delivered to Lessee. If Lessee does not use the Premise within 90 days, the Railroad may terminate the Lease on 15 days written notice. Lessee agrees not to store any explosive or flammable materials on the Premise. Lessee agrees to keep Premise and posted signs clean. Lessee agrees to pay all taxes and assessments against the leased Premise. Upon termination, Lessee shall deliver the leased Premise to Railroad free from Licensee's property and in neat condition. Lessee shall not construct or alter structures upon the leased Premise without the prior written consent of Railroad. Lessee shall not commence any repairs (except emergency repairs) until fifteen (15) days after written notice to Railroad. Lessee agrees to pay its share of utilities fees. Lessee will pay for all materials joined or affixed to the leased Premise including labor. Lessee shall not incur any liens against the Premise. Either party may terminate this Lease upon 30 days' written notice. If there is a holdover, then it will be on a month to month basis with the permission of the Railroad. If Railroad enters into an agreement with a utility company for the benefit of the Lessee, Lessee shall pay to Lessor \$50. Absence of markers does not constitute a warranty by Railroad of no subsurface installations. Lessee hereby warrants that Lessee has acquired all right, title and interest in and to said P. M. Crawford Lumber, Inc.'s improvements and facilities located upon the leased Premise. If structures or property are not removed by Licensee, then Railroad shall continue the agreement until Licensee's property is removed.	N/A	N/A		120.25	North
Licensee shall keep roadway and posted signs in good and safe condition free from any rubbish. Licensee shall not perform any work on said roadway unless Railroad's Division Superintendent is given five (5) days' notice and also written approval from Railroad. Licensee agrees to reimburse Railroad for any costs associated with the roadway. All vehicles shall comply with posted signs. Licensee shall not obstruct or interfere with the passage of Railroad's trains. Licensee shall install and maintain gates and barricades in good condition. Licensee shall pay for all materials joined or affixed including any labor performed. Licensee indemnifies Railroad. Licensee shall provide proof of insurance. If Licensor brings suit to compel for performance or breach of contract, then Licensee shall pay for Licensor's attorney fees. This agreement may be terminated by either party if given 30 days' written notice. Upon termination, Licensee shall remove roadway from the Premise, leaving the Premise in its original condition and in good and clean condition too. Failure to do so may result in Railroad removing the roadway and cleaning it and the cost of the Licensee.	N/A	N/A		120.35	North

## NCRA Agreements and Contracts

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
This license for private pedestrian crossing may be active.	Mendocino	MP_120.38_PEDESTRIAN_CROSSING_1976.PDF	License	N/A	None
This private road crossing license may be active.	Mendocino	MP_120.69_CROSSING_1983.PDF	License	N/A	Consideration amount of \$140 shall be paid by Licensee to Railroad. Commencing with the second year of the term of this agreement, Licensee shall pay to Railroad the sum of \$25, payable annually in advance.
This license for two private waterlines in steel casings may be active.	Mendocino	MP_120.69_WATER_1981.PDF	License	N/A	Licensee shall pay Licensor \$125 partially to defray the cost of handling.
This private licenses for roadway crossings may be active.	Mendocino	MP_121.02_and_121.27_and_121.46_ROAD_XINGS_1968.PDF	License	N/A	Commencing with the second year of the term of this agreement, Licensee shall pay to Railroad the sum of Ten Dollars (\$10) per annum, payable annually in advance.
This license for a private 8-inch pipeline may be active.	Mendocino	MP_121.40_PIPE_1952.PDF	License	N/A	Consideration amount of \$2 shall be paid by Licensee to Railroad.
Easement for a private road may still encumber the property.	Mendocino	MP_121.85_ROAD_XING_1980.PDF	Grant	N/A	Consideration amount of \$125 shall be paid by Grantee to Grantor. Commencing with the second year of the life of this indenture, Grantee shall pay to Railroad \$24 per annum, payable annually in advance for rent.
Easement for two private roadways may still encumber the property.	Mendocino	MP_121.90-122.05_ROAD_XING_1980.PDF	Easement	N/A	Commencing with the second year of the life of this indenture, Grantee shall pay to Railroad as rental the sum of Twenty-four Dollars (\$24) per annum, payable annually in advance.

### NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$0.00	\$0.00	Calpella	4	Northwestern Pacific Railroad Company and Masonite Corporation , Western Lumber Division	N/A	November 12, 1976	N/A	N/A
\$25.00	\$140.00	Calpella	4	Northwestern Pacific Railroad Company and Weibel Winery	N/A	April 27, 1983	N/A	N/A
\$0.00	\$125.00	Redwood Valley	5	Northwestern Pacific Railroad Company and Weibel Winery c/o Redwood Valley Cellars	N/A	November 27, 1981	N/A	N/A
\$10.00	\$0.00	Redwood Valley	4	Northwestern Pacific Railroad Company and A.R. Thomas Jr.	N/A	January 8, 1968	N/A	N/A
\$0.00	\$2.00	Redwood Valley	5	Northwestern Pacific Railroad Company and EDW. H. Sibbett	N/A	March 7, 1952	N/A	N/A
\$24.00	\$125.00	Redwood Valley	6	Northwestern Pacific Railroad Company and Mrs. Patricia Moyer	N/A	February 22, 1980	N/A	N/A
\$24.00	N/A	Redwood Valley	5	Northwestern Pacific Railroad Company and Cloyd Keath	N/A	February 22, 1980	N/A	N/A

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
Licensee, at Licensee's expense, shall construct and maintain pipeline in good and safe condition, keep pipe clean clear of all rubbish, construct and maintain whistle and stop signs, trim shrubbery, install and maintain protective devices, install and maintain barricades and fences, provide evidence of insurance, and reimburse Railroad for any expense incurred for any of the above. Licensee shall not perform any work on said roadway unless Railroad's Division Superintendent is given five (5) days' notice and also written approval from Railroad. Licensee shall not obstruct or interfere with the passage of Railroad's trains. Licensee shall pay for all materials joined or affixed to said property including labor. Licensee shall not incur any liens against the property. Licensee indemnifies Railroad. This agreement shall not be assigned by Licensee to anyone. Licensee, at Licensee's expense, shall install and maintain such posts as may be necessary to prevent use of the roadway by other than pedestrians. This agreement may be terminated by either party if given 30 days' written notice. Upon termination, Licensee shall remove roadway from the Premise, leaving the Premise in its original condition and in good and clean condition too. Failure to do so may result in Railroad removing the roadway and cleaning it and the cost of the Licensee.	N/A	N/A		120.38	North
Licensee, at Licensee's expense, shall construct and maintain pipeline in good and safe condition, keep pipe clean clear of all rubbish, construct and maintain whistle and stop signs, trim shrubbery, install and maintain protective devices, install and maintain drainage facilities, barricades, and gates, provide evidence of insurance, and reimburse Railroad for any expense incurred for any of the above. All vehicles shall comply with posted signs. Licensee shall not obstruct or interfere with the passage of Railroad's trains. Licensee shall not obstruct or interfere with the passage of Railroad's trains. Licensee shall pay for all materials joined or affixed to said property including labor. Licensee shall not incur any liens against the property. Licensee indemnifies Railroad. against the property. Licensee indemnifies Railroad. This agreement shall not be assigned by Licensee to anyone. Licensee, at Licensee's expense, shall install and maintain such posts as may be necessary to prevent use of the roadway by other than pedestrians. This agreement may be terminated by either party if given 30 days' written notice. Upon termination, Licensee shall remove roadway from the Premise, leaving the Premise in its original condition and in good and clean condition too. Failure to do so may result in Railroad removing the roadway and cleaning it and the cost of the Licensee. This agreement shall not be assigned by Licensee to anyone. Railroad has the right to perform any work in connection with the roadway at the expense of Licensee.	N/A	N/A		120.69	North
Licensee shall install and maintain any markers. Licensee shall bear the costs of constructing and maintaining said structure. Any work done shall not interfere with the operations of the Licensor. Licensee shall keep the Premise in neat and safe condition. If Licensor deems fit, it shall authorize Licensee to alter or relocate said structure. Except in emergencies, Licensee shall give Licensor five (5) days' written notice of the day and hour it proposes to do any work on said structure. Licensee shall cooperate with Licensor if they need to perform any type of tests at the expense of Licensee. If there is any leaking, Licensee shall clean it up. Licensee indemnifies Licensor. Licensee shall provide proof on insurance. If the property is condemned, any proceeds from it shall go to Licensor. This agreement shall terminate if abandoned by Licensee, failure to correct any default by Licensee, and upon 30 days' written notice by either party. Upon termination of this agreement, Licensee shall remove said structure and restore the premises to Licensor's satisfaction, failing which Licensor may arrange to do so at Licensee's expense. This agreement is not assignable unless given written consent by Licensor.	N/A	N/A		120.69	North
Licensee shall keep roadway and posted signs in good and safe condition free from any rubbish. Licensee shall not perform any work on said roadway unless Railroad's Division Superintendent is given five (5) days' notice and also written approval from Railroad. Licensee agrees to reimburse Railroad for any costs associated with the roadway. Roadway signs, whistle signs and stop signs shall be constructed and maintained at the expense of Licensee. All vehicles shall comply with posted signs. Licensee shall not obstruct or interfere with the passage of Railroad's trains. Licensee shall install and maintain gates and barricades in good condition. Licensee shall pay for all materials joined or affixed including any labor performed. Licensee indemnifies Railroad. Licensee shall provide proof of insurance. If Licensor brings suit to compel for performance or breach of contract, then Licensee shall pay for Licensor's attorney fees. This agreement may be terminated by either party if given 30 days' written notice. Upon termination, Licensee shall remove roadway from the Premise, leaving the Premise in its original condition and in good and clean condition too. Failure to do so may result in Railroad removing the roadway and cleaning it and the cost of the Licensee. This agreement shall not be assigned to anyone without written consent from Railroad.	N/A	N/A		121.02 and 121.27 and 121.46	North
Licensee permitted to reconstruct, maintain and operate and 8 inch pipe. Licensee hereby acknowledges the title of Railroad in and to the premises described in this agreement and agrees never to assail or resist said title. Licensee and the agents and employees of Licensee shall have the privilege of entry on said premises for the purpose of making necessary repairs to or changes in said structure, and Licensee agrees to at all times keep said premises in a good and safe condition free from waste all to the satisfaction of Railroad. Licensee shall not assign or transfer this agreement without the consent of Railroad. Licensee agrees to reimburse Railroad the cost of furnishing. In the event Licensee shall discontinue use, rights will cease. Licensee shall indemnify Railroad from all liabilities. Licensee assumes all risk. Contractor must reach agreement with Railroad before any work is to be done. Licensee will pay for all materials and labor. Agreement may be terminated by either party with a 30 day written notice.	N/A	N/A		121.4	North
Grantee granted the right to construct, maintain and use a private roadway across and upon property of Railroad. It is understood and agreed that said roadway shall be a private one and is not intended for public use. The rights herein granted to Grantee shall lapse and become void if the construction of said roadway upon said property is not commenced within one (1) year from the date first herein written. Grantee, at Grantee's expense, shall: construct and maintain roadway in good and safe condition, keep roadway clear, construct and maintain roadway signs, trim shrubbery, install warning devices, install drainage facilities. All vehicles shall comply with posted signs. Grantee shall pay for all materials and labor. Grantee agrees to indemnify Railroad of all liabilities.	N/A	N/A		121.88 - 122.05	North
Railroad hereby grants to Grantee, subject to the provisions hereof, the right to construct, maintain and use a private roadway acres and upon property of Railroad. The rights herein granted are non-exclusive. It is understood and agreed that said roadway shall be a private one. This grant is made subject to all licenses, leases, easements, restrictions, covenants, encumbrances, liens and claims of title which may affect said property. The rights herein granted to Grantee shall lapse and become void if the construction of said roadway upon said property is not commenced within one year from the date first herein written. Grantee, at Grantee's expense, shall construct and maintain said roadway in a good and safe condition, satisfactory to Railroad, keep the roadway clear of all rubbish, debris and other material, construct and maintain roadway signs as designated by Railroad, trim shrubbery as required to provide proper visibility to trains and vehicles, install and maintain warning devices and make roadway changes required by public authority, install and maintain such drainage facilities, barricades and fence gates as Railroad may designate, upon request, provide evidence of insurance of Grantee's liability, reimburse Railroad for any expense in connection with any of the above. No construction shall be done unless for an emerge or if Railroad's Division Engineer is given five (5) days' advance notice thereof and the approval of Railroad for such work is obtained in writing. All vehicles shall comply with posted signs. Grantee shall pay for all materials joined or affixed. Should Grantee, its successors or assigns, at any time abandon the use of said property or any part thereof, or fail at any time use the same for the purpose contemplated herein for a continuous period of one year.	N/A	Keep area free from rubbish, debris, and other materials.	2 private roadways.	121.85-122.05	North

**NCRA Agreements and Contracts**

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
Lease for private parking may be active.	Mendocino	MP_121.95_PARKING_1994.PDF	Lease	N/A	Commencing as of May 1, 1994, Lessee shall pay to the Lessor as rent for the Premises ("Base Rent") the sum of TEN THOUSAND FIVE HUNDRED DOLLAR (\$10,500) per annum, payable annually in advance, with the first years rent to be paid on or before the execution hereof. Rental for the period of March 1, 1987 to April 30, 1994 is waived. Lessee shall pay to Lessor upon execution of this Lease a security deposit of EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$875).
Easement for a private roadway may still encumber the property.	Mendocino	MP_122.45_ROAD_XING_1981.PDF	Easement	N/A	As part of consideration for the rights herein granted, Grantee agrees to pay to Railroad the sum of \$200.00 upon execution hereof and \$20.00 per annum commencing with the second year thereafter, payable annually in advance.
License for a private six-inch water pipeline may be active.	Mendocino	MP_122.47_WATER_1971.PDF	License	N/A	In reviewing the agreement dated July 22, 1971, Lease Audit No. NWP-4398, covering your longitudinal use of our property for pipeline at or near Redwood Valley, we find that it provides for a charge of \$60.00 per annum. With the increases in value that have occurred, it is considered this should be \$ 66.00 per annum. As a part consideration for the permission herein given, Licensee shall pay to Railroad as rental the sum of Sixty Dollars (\$60) per annum, payable annually in advance. \$76 consideration/rent amount on 7/22/80.
License for cable-TV facilities may be active.	Mendocino	MP_123.00_COMM_TV_1971.PDF	License	N/A	That railroad, in consideration of Fifty Dollars (\$50) to be paid by Licensee to Railroad, and performance by Licensee of all terms and conditions hereof, hereby permits Licensee to construct, maintain and operate the following described facilities over and across property of Railroad.
Per NCRA the lease was terminated in 2006.	Mendocino	MP_124.00_MOBILEHOME_1996.PDF	Lease	N/A	In consideration for the grant of this lease and the rights granted herein Lessee agrees to pay RAILROAD a two hundred and fifty dollar (\$250) application fee and an annual three hundred dollar (\$300) lease fee, paid annually in advance and in exchange therefore, RAILROAD will grant to Lessee the rights herein set forth and Lessee or its contractor the right to construct and maintain improvements as set forth herein above.
License for private overhead telephone line may be active.	Mendocino	MP_126.57_PHONE_1993.PDF	License	N/A	Licensee shall pay to Licensor the sum of FOUR HUNDRED TWENTY-FIVE AND NO/100 Dollars (\$425.00), partially to defray cost of handling. As a part consideration for the permission herein given Licensee shall pay to Licensor as rental the sum of ONE HUNDRED FIVE AND NO/100 Dollars (\$105.00) per annum payable annually in advance. In addition to or in lieu of the above, Railroad may, at any time, increase the rental without reference to the CPI Factor by giving Licensee thirty (30) days' notice of such adjustment and its effective date.

## NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$10,500.00	\$0.00	Redwood Valley	4	Southern Pacific Transportation Company and George (Skip) Gibbs	50000, San Francisco,	March 1, 1987	N/A	Month to month basis until terminated by either party.
\$20.00	\$200.00	Redwood Valley	8	Northwestern Pacific Railroad Company and Simon Limited Partnership	N/A	May 12, 1981	N/A	N/A
\$76.00	\$0.00	Redwood Valley	5	Northwestern Pacific Railroad Company and William Neese & Floyd Rovera	N/A	July 22, 1971	N/A	N/A
\$0.00	\$50.00	Redwood Valley	4	Northwestern Pacific Railroad Company and Spanish Mountain Television Company	N/A	March 1, 1967	N/A	N/A
\$300.00	\$250.00	Laughlin Trailer Park	6	Northwestern Pacific Railroad and Darrell Gattis	415 Talmage Road, Ukiah, CA 95482	June 4, 1996	N/A	60 months with option to renew for three 10 year terms
\$105.00	\$425.00	Laughlin	7	Southern Pacific Transportation Company and Robert P. Blanc	1-800-283-4237	July 9, 1993	N/A	N/A

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
The Premises shall be used by Lessee solely and exclusively for recycling of railroad flatcars and parking. This Lease shall be for a term of thirty days from Effective Date hereof and shall continue on a month-to-month tenancy basis until terminated hereunder. This Lease shall be terminable by either party at any time without cause on thirty days' advance written notice to the other. On or before the execution of this Lease, Lessee shall furnish to Lessor proof of insurance as required.	Base rent shall be adjusted by the higher of the CPI Factor or any successor or substitute index published as a replacement for the Index by any United States governmental agency; or the fair rental value of the Premises at the time of said revision.	Comply with laws; clean spills; indemnify railroad.		121.95	North
Grantee shall maintain said portion of railroad's property & adjacent property to prevent slides & erosion onto tracks. Upon termination, Grantee shall grade/perform necessary drainage work. Roadway shall be private one, not for public use. Railroad reserves right to construct/reconstruct/maintain/use existing and future structures as common carrier. Rights shall lapse and void if work not commenced or abandoned within 1 year. Grantee shall construct/maintain roadway in safe & neat condition. Grantee shall not perform work without 5 days notice and approval from railroad. Grantee shall not obstruct/interfere with the passage of Railroad's trains. Vehicles comply with all posted signs. Grantee will fully pay for all materials joined or affixed on property. Grantee shall pay to railroad reasonable attorney fees and judgment/costs. Indemnity. Upon termination, Grantee shall remove roadway.	N/A	N/A		122.45	North
Project markers, at licensee's expense, shall be installed and maintained by licensee. Licensee shall keep premises in good & safe condition. Non-transferrable without consent from railroad. Licensee will reimburse railroad expenses. Right will cease with discontinued use/abandonment. Indemnity. Contracted work must enter agreement with railroad. Licensee will fully pay for all materials joined or affixed to said premises. Licensee shall pay to railroad reasonable attorney fees and judgment/costs. Termination by either party with 30 days notice. Upon termination, licensee shall remove structure.	N/A	N/A		122.47	North
Facilities shall be installed & maintained by Licensee in strict conformance to the attached plans & specifications noted thereon. Licensee must notify licensor of work near tracks for licensor rep. to be present. Rights of agreement are subject to rights of licensor to construct/reconstruct/maintain/operate structures on premises. Licensee agrees to reimburse railroad expenses. Licensor reserves right to require licensee to reconstruct/alter/change location of licensee's facilities. Licensee shall keep premises in neat & safe condition. Licensor agrees to indemnify railroad. Termination by either party with 30 days notice. Non-transferrable without consent of railroad. Contracted work must enter agreement with railroad. Licensee must comply with all laws, rules, & orders. Licensee must clean any discharge, leakage, spillage, emission or pollution.	N/A	N/A		123	North
Railroad grants lease right to place a mobile home & connect to existing septic facilities. Lessee responsible for fees, charges, utilities, maintenance costs. Lessee shall indemnify railroad. Lessee will construct & maintain said improvements so there is no foreseeable interference with the operation of the Railroad. Lessee will assume risk of damage due to railroad operations. Railroad reserves right to construct, maintain, and use existing and future structures as a common carrier. Lessee, at lessee's expense, shall reconstruct/alter location of said improvements if deemed necessary by railroad. In event of legal action, prevailing party shall be entitled to reasonable attorney's fees and court costs. Lessee responsible for obtaining all applicable permits in connection with project. Lessee responsible for damages to railroad signals/communication system as a result of said improvements.	N/A	N/A	Lessee received a refund of \$175 from NCRA because of his 2006 lease payment. No other reason listed.	124	North
Facilities shall be installed & maintained by Licensee in strict conformance to the attached plans & specifications noted thereon. Licensee must notify licensor of work near tracks for licensor rep. to be present. Rights of agreement are subject to rights of licensor to construct/reconstruct/maintain/operate structures on premises. Licensee agrees to reimburse railroad expenses. Licensor reserves right to require licensee to reconstruct/alter/change location of licensee's facilities. Licensee shall keep premises in neat & safe condition. Licensor agrees to indemnify railroad. Termination by either party with 30 days notice. Non-transferrable without consent of railroad. Contracted work must enter agreement with railroad. Licensee must comply with all laws, rules, & orders. Licensee must clean any discharge, leakage, spillage, emission or pollution.	The rental, as so increased, shall be effective as of each anniversary of the effective date of this Agreement if increased by the CPI Factor, or as of the effective date of any other increase, notwithstanding Railroad's acceptance of a lesser amount and notwithstanding any billing by Railroad for a lesser amount.	Comply with laws; clean spills; indemnify railroad.		126.57	North

**NCRA Agreements and Contracts**

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
License for a private roadway may be active.	Mendocino	MP_126.60_ROAD_XING_1990.PDF	License	N/A	Upon execution hereof, Licensee shall pay Railroad the sum of Three Hundred Thirty Dollars (\$330.00) partially to defray cost of handling. Commencing with the second year of the term of this agreement, Licensee shall pay to Railroad the sum of Seventy Dollars (\$70.00) per annum, payable annually in advance. Licensee shall advance to Railroad Five Hundred Forty-two Dollars (\$542.00) to cover Railroad's protection of its facilities during removal of said structure by Licensee.
License for a private roadway may be active.	Mendocino	MP_129.16_ROAD_XING_1967 - Church of the Golden Rule.PDF	License	N/A	None.
Permit for private crossing and private fiberoptic line crossing may be active.	Mendocino	MP_137.80_FIBEROPTICandXing_2009.PDF	Permit	N/A	If any bad ties are found, they will be replaced with NCRA provided ties at the cost of \$50.00 per tie supplied. NCRA is to be given a \$2,000 deposit to cover inspection of the track before construction, attending the preconstruction meeting, and a final site inspection to accept the work. Application fee of \$300.00 is to be remitted with completed Application. A one time initial fee, plus an annual license or encroachment fee will also be charged. \$2400 Engineering Review Fee.
Lease for private storage may no longer be active, but did include a month to month clause.	Mendocino	MP_138.42_STORAGE_1982.PDF	Lease	There is reserved to Railroad the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying said premises, or that may be produced therefrom.	Lessee pays \$150 per annum for rent to Lessor payable annually in advance.
License for a private roadway may be active.	Mendocino	MP_138.50_ROAD_XING_1982.PDF	License	N/A	\$200 in consideration amount. Permits Lessee the use of private road way upon property of railroad. \$20 annual payment
License for a private roadway may be active.	Mendocino	MP_138.83_ROAD_XING_1979.PDF	License	N/A	\$125 consideration amount. Permits Lessee to construct, maintain and use a private roadway across the tracks and upon property of Railroad. \$20 annual payment.
License for a private roadway may be active.	Mendocino	MP_139.50_ROAD_ROAD_XING_1984.PDF	Lease	N/A	\$1050 annual payment. That Railroad hereby leases to Lessee the premises of Railroad.

## NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$70.00	\$872.00	Laughlin	8	Northwestern Pacific Railroad Company and Mendocito Partners	N/A	March 29, 1990	N/A	N/A
\$0.00	\$0.00	Ridge/Hill pass	4	Northwestern Pacific Railroad Company and The Golden Rule Church Association	N/A	August 15, 1967	N/A	N/A
\$0.00	\$3,348.00	150' south of East Hill Road	7	North Coast Railroad Authority and Frank R. Howard	419 Talmage Road, Suite M, Ukiah, CA 95482	June 24, 2009	N/A	N/A
\$150.00	\$0.00	Muir	7	Northwestern Pacific Railway Company and James Robert Peters & Beda H. Garman	N/A	March 11, 1982	March 10, 1983	1 year, then month to month
\$20.00	\$200.00	Muir	5	N.W.P.R.R.Co & Sam Glass	N/A	June 29, 1982	N/A	N/A
\$20.00	\$125.00	Willits	5	N.W.P.R.R.Co & Hardwood Products	N/A	April 17, 1979	N/A	N/A
\$1,050.00	\$0.00	Willits	7	N.W.P.R.R.Co & Willits Unified School District	249 North Main Street, Willits, CA 94590,	May 3, 1984	May 1, 1985	1 year

## NCRA Agreements and Contracts

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
Roadway shall be a private one, not for public use. Railroad reserves right to construct/reconstruct/maintain/use existing and future structures. Licensee shall construct/maintain roadway in good & safe condition. Licensee shall reimburse railroad expenses. Licensee shall not perform work on premises without 5 days notice and approval from railroad. Licensee shall not obstruct/interfere with the passage of Railroad's trains. Vehicles comply with all posted signs. Licensee shall pay for all materials joined or affixed. Licensee agrees to indemnify railroad. Licensee shall provide evidence of contractual liability insurance. Termination by either party with 30 days notice. Railroad reserves right to perform, at Licensee's expense, all or portion of work required with construction/maintenance/use/removal of roadway. Upon termination, licensee shall remove roadway. Licensee shall comply with all applicable laws, regulations, rules and orders. Licensee shall clean any discharge, leakage, spillage, emission or pollution. Non-transferrable without consent of railroad. Railroad reserves right to use said roadway jointly with Licensee. Licensee shall arrange for removal of existing wooden overhead structure 100 feet east of proposed grade crossing.	N/A	Comply with laws; clean spills; indemnify R.R. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise on the premises covered hereunder as a result of Licensee's use, presence, operations or exercise of the rights granted hereunder, Licensee shall at its expense be obligated to clean all property affected thereby, whether owned or controlled by Railroad or any third persons to the satisfaction of Railroad (insofar as the property owned or controlled by Railroad is concerned) and any governmental body having jurisdiction in the matter.		126.6	North
Roadway shall be a private one and not intended for public use. Licensee shall construct/maintain said roadway in good & safe condition. Licensee, at licensee's expense, shall construct/maintain any signs as designated by railroad. Licensee shall not obstruct/interfere with the passage of Railroad's trains. All vehicles comply with signs. Licensee shall install/maintain in good repair such gates as required by railroad. Licensee shall pay for all materials joined or affixed to said property. Indemnity. Upon request, licensee shall produce copies of insurance. Licensee shall pay to Railroad reasonable attorney fees and judgment/costs. Termination by either party with 30 days notice. Non-transferrable. Upon termination, licensee shall remove roadway.	N/A	N/A	4 private roadways.	129.16	North
Private crossing is granted while rail service is suspended. At the time of rail service resumption the permit will be revoked and the crossing will be required to be removed. NCRA shall be given official notice one week before the start of the construction and given the opportunity to attend the contractor's kickoff meeting. Proper CPUC signing of the crossing is required. No heavy equipment shall be operated within the ballasted roadbed section. Only clean fill material shall be used for embankment placed within the railroad right of way. Rail Xing Profile modified to show 2 foot level section either side of Track and minimum 6 foot vertical curve off the 2 foot level section. Typical Roadbed for Track to show minimum 2 foot level section either side of track. The ties under and 10 feet either side of crossing shall be inspected by NCRA prior to construction. Bad ties replaced by NCRA at a cost of \$50 per tie supplied. The crossing shall not be located over a rail joint. Fiber Optic crossing located below 18 inch culverts placed in proposed crossing embankment. Conduits shall be bored/jacked into place. NCRA shall be provided As-built plans of the crossing & conduit installation. The As-built plans shall clearly show location of conduit with survey ties. Provide NCRA with a certificate of liability insurance naming NCRA as additionally insured. NCRA to receive \$2000 deposit covering inspection, attending preconstruction meeting & final inspection/acceptance of work.	N/A	N/A		137.8	North
Railroad reserves right to construct/maintain/operate existing or new structures on premises. Any privilege, sales, gross income or other tax imposed on rentals to be paid by lessee. Used exclusively for the open storage of rental equipment and continued maintenance of lessee owned concrete platform. Lessee to comply with all laws and regulations. Lease terminates if work is not commenced in or discontinued for 90 days with 15 days notice. Lessee shall keep premises in neat and safe condition. Lessee shall pay all taxes and assessments against the leased premises. Railroad may terminate lease if tax/assessments not corrected by lessee. Upon termination, lessee shall remove structures. Lessee may not construct/alter structures on premises without 15 days notice and approval from railroad. Lessee will pay for all utilities. Lessee will fully pay for all materials joined or affixed to the leased premises. Indemnity. Lessee shall produce evidence of bodily injury/property damage liability insurance in amount of \$1 million. In event of legal action, Losing party will pay reasonable attorneys' fees/judgement costs. If lessee is legally deprived of possession of leased premises, lease may be terminated and a pro rated amount will be refunded to lessee. Termination by either party with 30 days notice.	N/A	Not pile any gunpowder, dynamite, gas or other explosive substance or material. Comply with laws; clean spills; indemnify railroad.		138.42	North
Road for private use only. Licensee shall maintain roadway in a good and safe condition. 5 day notice and approval of any work being done. All vehicles comply with posted signs and not interfere/obstruct passage of railroad's trains. Licensee shall pay for all materials joined or affixed to said property. Indemnity. Termination by either party with 30 days notice. Licensee shall leave property in clean & safe condition upon termination. Railroad reserves the right to perform all necessary work in connection with maintenance/removal of roadway at licensee's expense. Roadway may be used by railroad or representatives.	N/A	N/A		138.5	North
Licensee shall construct and maintain said roadway in a good and safe condition. 5 day notice and approval of any work being done. All vehicles comply with posted signs and not interfere/obstruct passage of railroad's trains. Licensee shall pay for all materials joined or affixed to said property. Indemnity. Termination by either party with 30 days notice. Licensee shall leave property in clean & safe condition upon termination. Railroad reserves the right to perform all necessary work in connection with maintenance/removal of roadway at licensee's expense. Roadway may be used by railroad or representatives. Nontransferable.	N/A	N/A		138.83	North
Railroad reserves right to construct, maintain, operate structures. Used exclusively for access roadway to agricultural plot. Termination if not commenced in/discontinued use for 90 days. Lessee shall maintain premises in a neat & safe condition. Lessee shall pay all taxes and assessments levied, lease may be terminated if not corrected by lessee. Upon termination, Lessee shall restore premises to condition prior to agreement. No work done without prior consent of railroad. Lessee will pay all utilities. Lessee will fully pay for all materials joined or affixed to the leased premises. Indemnity. Losing party will pay reasonable attorneys' fees/judgement costs.	N/A	N/A		139.5	North

**NCRA Agreements and Contracts**

Item	Counties	File Name	TYPE	Option/Reservation	Payment Terms and Conditions
Lease may no longer be active, but did include a month to month clause.	Mendocino	MP_139.50_STORAGE_1975.PDF	Lease	N/A	First 2 years \$100/month, Second 2 years \$125/month, thereafter \$275/month for an average of \$1740/year accounting for 5 years. For the maintenance and operation of Lessee-owned improvements and related facilities for storage and handling of lumber.
Lease for private storage may be active if in holdover.	Mendocino	MP_140.00_STORAGE_2010	Lease	Lessor also reserves for itself and those whom it grants such right the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to, exist or hereafter discovered upon, within or underlying the Premises, or that may be produced there from, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas, and other hydrocarbon substances and products derived there from, together with the exclusive and perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon the Premises within five hundred feet (500') of the surface thereof to extricate or remove the same	\$4270 annual payment for 5 years and 10 months. The increase in the Consumer Price Index means the percentage increase from the last preceding Anniversary Date to the current Anniversary Date of the Consumer Price Index provided there will be no decrease in payment.
License for a private road crossing may be active.	Mendocino	MP_140.50_ROAD_XING_1982	License	N/A	\$75 consideration amount and \$20/year. Construct, maintain and use a private roadway across the tracks and upon property of Railroad
License for a private road crossing may be active.	Mendocino	MP_141.82_ROAD_XING_1952	License	N/A	\$5 consideration amount.
License for a private road crossing may be active.	Mendocino	MP_142.09_ROAD_XING_1968.PDF	License	N/A	\$10 annual payment. Permits Licensee right to maintain and use a private roadway across the tracks and upon property of Railroad.
License for a private road crossing may be active.	Mendocino	MP_142.94_ROAD_XING_1967.PDF	License	N/A	\$10 annual payment. Permits Licensee right to maintain and use a private roadway across the tracks and upon property of Railroad.
Licenses for private road crossings may be active.	Mendocino	MP_148.19_and_148.29_and_148.48_ROAD_XING_1978.PDF	License	N/A	\$75 initial payment and \$10 annual payment for 2nd term of agreement.

## NCRA Agreements and Contracts

Annual Payments	One-Time Payment	Location	# of Pages	Parties	Remittance Address	Effective Date	End Date	Term
\$1,740.00	\$0.00	Willits	8	N.W.P.R.R.Co & Georgia-Pacific Corp. and Little Lake Industries	300 E. Commercial of Amcord Street, Willits, California 95490	May 16, 1975	N/A	N/A
\$4,270.00	\$0.00	Willits	22	N.W.P.R.R.Co & Willits Redwood Company a California Corporation	N/A	February 1, 2010	December 1, 2015	5 years 10 months
\$20.00	\$75.00	Willits	4	N.W.P.R.R.Co & Bobby Kennedy	N/A	January 8, 1982	N/A	N/A
\$0.00	\$5.00	Willits	5	N.W.P.R.R.Co & Ian-Car Inc., A Corporation	N/A	January 9, 1954	N/A	N/A
\$10.00	\$0.00	Ukiah	5	N.W.P.R.R.Co & F.N. Crawford Lumber, Inc.	N/A	April 25, 1968	N/A	N/A
\$10.00	\$0.00	Willits	3	N.W.P.R.R.Co & D.T. Harrison	N/A	December 21, 1967	N/A	N/A
\$10.00	\$75.00	Willits	7	N.W.P.R.R.Co. & James Robert Peters, Beda H. Garman and Ernie McKenzie	N/A	December 12, 1978	N/A	N/A

**NCRA Agreements and Contracts**

Contractual Conditions	Index	Hazard/Contaminations	Notes	Mile Post	North/South Area
Railroad consents to sublease. Sub-Lessee agrees to perform conditions of lease. Railroad reserves right to construct/maintain/operate structures on premises. Premises used solely for storage of lumber. Rights cease if not commenced within 90 days with 15 days notice. Lessee to keep premises in safe & neat condition. Lessee to pay all taxes/assessments on premises. Written permission from railroad needed before lessee can use tracks. Lessee to comply with clearance regulations. Termination by either party with 30 days notice. Upon termination, lessee will restore premises to condition prior to agreement. Lessee will not alter/construct structures, nor install electrical wires, without approval from railroad. Lessee will fully pay for all materials joined or affixed to the leased premises. Indemnity. Any contracted work must enter agreement with railroad. Lessee will pay to Railroad reasonable attorney fees in addition to the amount or judgment and costs. In the event Railroad enters into an agreement with a utility company providing service to Lessee at the leased premises for Lessee's sole use, Lessee will pay to Railroad a charge of Fifty Dollars (\$50) upon receipt of bill therefor to partially defray administrative costs.	N/A	N/A		139.5	North
Used exclusively for Storage of Lumber and Equipment. Lessee shall not permit any damage, nuisance or waste on the premises. Lessee shall arrange for the filing of any map required. "AS IS" rental. Lessee complies with all applicable laws. Lessee responsible for necessary inspections. Lessee shall pay all taxes, charges, and assessments levied on premises. Lessee responsible for all cost to complete alterations described. Option to extend lease for additional 5 years. Lessee shall pay for all utilities. Lessee shall keep the Premises in safe & neat condition. Indemnity. Environmental/Hazardous material/ compliance by lessee. Lessee must provide annual letter certifying compliance. Termination by either party with 30 days notice. Lessee must secure and provide proof of insurance for worker's comp/commercial general liability/PPI/Railroad protective liability. Lessee has no claim over compensation if premises is acquired by eminent domain. Lessee shall pay reasonable attorney's fees, in addition to any other remedies to which it may be entitled.		N/A	Rent shall be increased by the increase in the Consumer Price Index, provided that in no event shall the rent be decreased.	140	North
Licensee shall construct and maintain roadway in a good & safe condition. No work without railroad consent. All vehicles comply with signs. Licensee shall not obstruct/interfere with the passage of Railroad's trains. Licensee shall pay for all materials joined or affixed to said property. Indemnity. Terminated by either party with 30 days notice. Licensee shall remove roadway upon termination.	N/A	N/A		140.5	North
Licensee shall construct and maintain roadway in a good & safe condition. Licensee responsible for cost to construct/maintain any required gate. Indemnity. Nontransferable without consent of railroad. Licensee shall erect/maintain "Private Property. Permission to pass over revocable at any time" sign on premises.	N/A	N/A		141.82	North
Licensee shall maintain roadway in good & safe condition. All vehicles comply with posted signs. Licensee shall not obstruct/interfere with the passage of Railroad's trains. Licensee shall install/maintain gates if required. Licensee shall pay for all materials joined or affixed to said property. Indemnity. Licensee to provide copies of insurance. Licensee shall pay to Railroad reasonable attorney fees & judgment/costs. Termination by either party with 30 days notice. Licensee shall remove roadway upon termination.	N/A	N/A		142.09	North
Roadway shall be a private one/not intended for public use. Licensee shall maintain said roadway in a good and safe condition. Licensee shall not obstruct/interfere with passage of Railroad's trains. Licensee shall install/maintain in good repair gates required by railroad. Licensee shall pay for all materials joined or affixed to said property. Indemnity. Licensee will provide copies of insurance to railroad. Licensee shall pay to Railroad reasonable attorney fees and amount of judgment/costs. Termination by either party with 30 days notice. Licensee shall remove roadway upon termination.	N/A	N/A		142.94	North
Roadway shall be a private one/not for public use. Licensee shall construct/maintain roadway in good & safe condition. Work must be approved by railroad. Licensee shall not obstruct/interfere with passage of Railroad's trains. Licensee shall pay for all materials joined or affixed to property. Indemnity. Termination by either party with 24 hours notice. Licensee shall remove roadway upon termination. Bodily injury/property insurance in the amount of \$1 million by licensee.	N/A	N/A		148.19, 148.29, 148.48	North