

PURCHASE AND SALE AGREEMENT

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY.

Douglas J Guillon, Stephen Honeycutt, Marc Guillon, Jake Morley and/or assigns shall be hereafter referred to as "Buyer".

North Coast Railroad Authority shall be hereafter referred to as "Seller".

Buyer shall deliver to Escrow Holder, as defined in Paragraph 2, the sum of **five thousand dollars (\$5,000)** in the form of a check or wire. This sum will be a deposit ("**Deposit**") and will be applied to the Purchase Price of that certain real property (herein referred to as the "**Property**") located in the City of Cloverdale, County of Sonoma, and State of California, and more particularly described as follows:

An approximately 1.78-acre portion of an approximately 2.8-acre parcel located at the Northwest corner of Asti Road and Citrus Fair Drive, Cloverdale CA and identified as Sonoma County Assessor Parcel Number (APN) of 001-221-017 and further depicted in Exhibit A. The subject parcel shall be created by Seller according to Seller's Resolution No. 2017-01 and further defined in paragraph 6 herein.

TERMS & CONDITIONS

1) PURCHASE PRICE:

The purchase price for the property pursuant to that certain appraisal dated February 9, 2018 and performed by George R. Dutton, a State certified general appraiser (No. AG026971) shall be **Four Hundred Sixty Five Thousand dollars (\$465,000)** cash to Seller. Buyer's Deposit, pending Seller's execution of this Purchase Agreement (the "**Agreement**"), shall be delivered directly to the Escrow Company indicated in Paragraph 2 of this Agreement, by check or wire. The balance of the purchase price shall be payable at close of escrow pursuant to the terms stated below.

2) ESCROW:

Within **two (2)** calendar days after the Effective Date (as defined in Paragraph 20 below), Buyer shall open Escrow with Redwood Empire Title Company (the "**Escrow Holder**") with the simultaneous deposit and a copy of this executed agreement.

Seller and Buyer agree to prepare and execute such escrow instructions as may be necessary and appropriate to close the transaction. Close of escrow (or the "**Closing Date**", which shall mean the date on which the deed transferring title is recorded) shall occur within **fifteen (15)** calendar days from the removal of Buyer's contingencies as outlined in paragraph 5 below. Title & Escrow fee shall be paid by Buyer. County Transfer tax to be paid by Seller. Any other closing costs shall be paid according to County custom.

3) PRORATIONS:

Real property taxes, premiums on insurance acceptable to Buyer, and any other expenses of the Property shall be prorated as of the Closing Date. Any security deposits, advance rentals, and the amount of any future lease credits, if any, shall be credited to Buyer. The amount of any

Buyer's Initials: _____

UGJ

Seller's Initials: _____

bond or assessment which is a lien and not customarily paid with real property taxes shall be paid by Seller.

4) TITLE:

Within **five (5)** calendar days after the Effective Date, Seller shall procure and cause to be delivered to Buyer a Preliminary Title Report issued by Redwood Empire Title Company ("Title Company"). Within **seven (7)** calendar days after the Effective Date, Buyer shall either approve in writing the exceptions contained in said title report or specify in writing any exceptions to which Buyer reasonably objects. If Buyer objects to any exceptions, Seller shall, within **ten (10)** calendar days, deliver to Buyer written notice that either (i) Seller will, at Seller's expense, remove the exception(s) to which Buyer has objected before the Closing Date or (ii) Seller is unwilling or unable to eliminate said exception(s). If Seller fails to notify Buyer or is unwilling or unable to remove any such exception by the Closing Date, Buyer shall elect in writing, within **twenty one (21)** calendar days to either terminate this agreement and receive back the entire deposit (in which event, Buyer and Seller shall have no further obligations under this Agreement), or to purchase the property subject to such exceptions.

Seller shall convey by grant deed to Buyer (or to such other person or entity as Buyer may specify) marketable fee title subject only to the exceptions approved by Buyer in accordance with this Agreement. Title shall be insured by a standard California Land Title Association owner's policy of title insurance issued by the Title Company in the amount of the purchase price with premium paid by Buyer

5) BUYER'S CONTINGENCIES:

Buyer shall, at Buyer's sole expense, have the right to review any and all reports, studies and other documents in Seller's possession and to perform a general inspection of the property and its improvements. Seller agrees to provide Buyer with the following items within **seven (7)** calendar days following the Effective Date, if in possession:

- a. A written inventory of all items of Personal Property to be conveyed to Buyer and included as part of the purchase price at close of escrow. Buyer is aware of the existing improvements on-site and accepts such items included in the purchase price.
- b. A Natural Hazards Disclosure Report paid by Seller. Seller represents and warrants that, unless otherwise noted by Seller to Buyer in writing, Seller is unaware of any inaccuracies in the Natural Hazard Disclosures.
- c. Any and all documents, of any type or nature that in any way reference the existence of litigation affecting the property.
- d. Any leases, agreements, or contracts on the subject property

Buyer shall have **fifteen (15)** calendar days following the Effective Date to review and approve these items in writing. If Buyer fails to approve these items in writing, then the Agreement shall be considered null and void, Buyer's deposit shall be returned, and Buyer and Seller shall have no further obligation hereunder.

6) SELLER'S CONTINGENCIES:

Within **twenty one (21)** calendar days of the Effective Date, Seller shall record with the County of Sonoma a Legal Description and Deed creating an approximately 1.78 acre parcel described in Resolution No. 2017-01 dated March 8th, 2017 and further described in Exhibit B.

Buyer's Initials: _____

Mh gm
g

Seller's Initials: _____

7) SERVICE AND TENANT CONTRACTS/MATERIAL CHANGES:

After Buyer has removed all contingencies, Seller shall not, without the prior written consent of Buyer which cannot be unreasonably withheld, enter into any new service or tenant contracts that cannot be canceled with 30 days' notice and without penalty. Seller shall not make any material changes to the Property, do any act, or enter into any agreements of any kind that materially changes the value of the Property or the rights of the buyer as they relate to the Property.

8) PERSONAL PROPERTY:

Title to any personal property to be conveyed to Buyer in connection with the sale of the Property and shall be delivered free and clear of all encumbrances (except those approved by Buyer as provided above). The price of these items shall be included in the Purchase Price for the Property, and Buyer agrees to accept all such personal property and site improvements in "as is" condition.

9) CONDITION OF PROPERTY:

It is understood and agreed that the Property is being sold "as is"; that Buyer has, or will have prior to the Closing Date, inspected the Property; and that Seller makes no representation or warranty as to the physical condition or value of the Property or its suitability for Buyer's intended use. "Property Condition" means each and every matter of concern or relevance to Buyer relating to the Property, including without limitation the financial, legal, title, physical, geological and environmental condition and sufficiency of the Property and all improvements and equipment thereon; applicable governmental laws, regulations, and zoning; building codes, and the extent to which the Property complies therewith; the fitness of the Property for Buyer's contemplated use; the presence of hazardous materials; title matters; and contracts to be assumed by Buyer

Upon Buyer's satisfaction or waiver of the contingencies in Paragraph 5 and 6 Buyer agrees, and represents and warrants that upon Closing Buyer will purchase the Property "as is" and solely on reliance on its own investigation of the Property. Seller had no obligation to repair, correct or compensate Buyer for any Property Condition, and upon closing, Buyer shall be deemed to have waived any and all objections to the Property Condition, whether or not known to Buyer. Upon Closing, Buyer hereby waives, releases, acquits, and forever discharges Seller, and Seller's agents, directors, officers, and employees to the maximum extent permitted by law from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or which may arise in the future on account of or in any way growing out of or connected with Property Condition.

10) POSSESSION:

Possession of the Property shall be delivered to Buyer on the Closing Date.

11) LIQUIDATED DAMAGES:

By placing their initials immediately below, Buyer and Seller agree that it would be impracticable or extremely difficult to fix actual damages in the event of a default by Buyer, that the amount of Buyer's Deposit hereunder (as same may be increased by the terms hereof) is the parties' reasonable estimate of Seller's damages in the event of Buyer's default, and that

Buyer's Initials: _____
MB

Seller's Initials: _____

upon Buyer's default in its purchase obligations under this Agreement, not caused by any breach by Seller, Seller shall be released from its obligations to sell the Property and shall retain Buyer's Deposit (as same may be increased by the terms hereof) as liquidated damages, which shall be Seller's sole and exclusive remedy in law or at equity for Buyer's default.

Buyer's Initials _____ Seller's Initials _____

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12) BUYER AND SELLER EXCHANGE:

Buyer and Seller agree to cooperate with each other should either party elect to participate in a like-kind exchange under IRC section 1031. Buyer or Sellers contemplated exchange shall not impose any additional cost or liability to the other party or cause delay in the close of escrow.

13) ARBITRATION OF DISPUTES:

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by final binding arbitration administered before a single arbitrator by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Unless the parties agree otherwise, the arbitration shall be governed by the AAA's Expedited Procedures. The parties also agree that the AAA's Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The AAA's fees and charges shall be paid equally by the parties as they become due, provided that the prevailing party shall be awarded its costs and expenses associated with any dispute concerning this Agreement, including reasonable attorneys' fees from the non-prevailing party. If either party fails to pay its share of the AAA's fees or expenses as they become due, and such failure is not cured within five days of receiving written notice thereof from the other party or the AAA, such party shall be deemed to have defaulted and the arbitrator shall enter final judgment in favor of the non-defaulting party.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials: _____ Seller's Initials: _____

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14) SUCCESSORS AND ASSIGNS:

This Agreement and any addenda hereto shall be binding upon and inure to the benefit of the heirs, successors, agents, representatives and assigns of the parties hereto.

Buyer's Initials: _____ Seller's Initials: _____

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15) ATTORNEY'S FEES:

In any litigation, arbitration or other legal proceeding which may arise between any of the parties hereto, including Agent, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

16) TIME:

Time is of the essence of this Agreement.

17) NOTICES:

All notices required or permitted hereunder shall be given to the parties in writing (with a copy to Agent) at their respective addresses as set forth below. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday or holiday, the time for performance shall be extended to the next business day.

18) FOREIGN INVESTOR DISCLOSURE:

Seller and Buyer agree to execute and deliver any instrument, affidavit or statement, and to perform any act reasonably necessary to carry out the provisions of this Foreign Investment in Real Property Tax Act (FIRPTA) and regulations promulgated thereunder. Seller represents that Seller is not a foreign person or entity as defined in Section 1445 of the Internal Revenue Code and withholding of any portion of the purchase price is not required under Sections 18662 or 18668 of the California Revenue and Taxation Code.

19) ADDENDA:

Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof. This Agreement, including addenda, if any, expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to the Property. There are no other understandings, oral or written, which in any way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever, either express or implied, except as set forth herein. Any future modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

20) ACCEPTANCE AND EFFECTIVE DATE:

Buyer's signature hereon constitutes an offer to Seller to purchase the Property on the terms and conditions set forth herein. Unless acceptance hereof is made by Seller's execution of this Agreement and delivery of a fully executed copy to Buyer, either in person or at the address shown below, or by facsimile or e-mail with a legitimate confirmation of receipt, on or before **5P.M. on August 15, 2018**, this offer shall be null and void, the Deposit shall be returned to Buyer, and neither Seller nor Buyer shall have any further rights or obligations hereunder. Delivery shall be effective upon personal delivery to Buyer or, if by mail, on the next business day following the date of postmark. The "Effective Date" of this Agreement shall be the later of (a) the date on which Seller executes this Agreement, or (b) the date of or written acceptance (by either Buyer or Seller) of the final counter-offer submitted by the other party. Buyer and Seller both acknowledge and agree that a facsimile copy of this Agreement with a party's signature is as legally valid and binding as the original Agreement with an original signature. If Buyer is not an individual but a

Buyer's Initials: _____

Seller's Initials: _____

legal entity, Buyer's representative represents that he/she is authorized on behalf of the legal entity to sign this Agreement.

21) GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

22) BROKERAGE COMMISSION:

There shall be no brokerage commission or fee due from Seller under this agreement. It should be noted that Douglas J. Guillon holds a CA Brokers license and Marc Guillon holds a CA salesperson license and both are transacting on their own account.

23) OTHER TERMS AND CONDITIONS: Intentionally Omitted.

Signature Page to Follow

Buyer's Initials: _____
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Seller's Initials: _____

THE PARTIES AGREE THAT THIS AGREEMENT CAN BE SIGNED IN COUNTERPART WITH THE SAME LEGAL FORCE AND EFFECT AS IF NOT SIGNED IN COUNTERPART.

The undersigned Buyer hereby offers and agrees to purchase the above-described Property for the price and upon the terms and conditions contemplated herein.

All individuals signing below on behalf of a legal entity hereby represent that they are authorized by, and on behalf of, said entity to enter into this Agreement.

BUYER: Douglas J Guillon and/or assigns ADDRESS: 2550 LAKEWEST DR #58
CHICO CA 95928

DATE: _____ TELEPHONE: (530) 897-6452

BUYER: _____ ADDRESS: _____
Stephen Honeycutt and/or assigns

DATE: _____ TELEPHONE: _____

BUYER: Marc Guillon and/or assigns ADDRESS: 2550 LAKEWEST DR #50
CHICO, CA 95928

DATE: _____ TELEPHONE: 415-987-7544

BUYER: Jake Morley and/or assigns ADDRESS: 2550 LAKEWEST DR. #50
CHICO CA 95928

DATE: _____ TELEPHONE: (530) 897-6452

SELLER'S ACCEPTANCE

The undersigned Seller accepts the foregoing offer and agrees to sell the property to Buyer for the price, terms and conditions stated herein. Seller acknowledges receipt of an executed copy of this agreement and authorizes Agent to deliver an executed copy to Buyer.

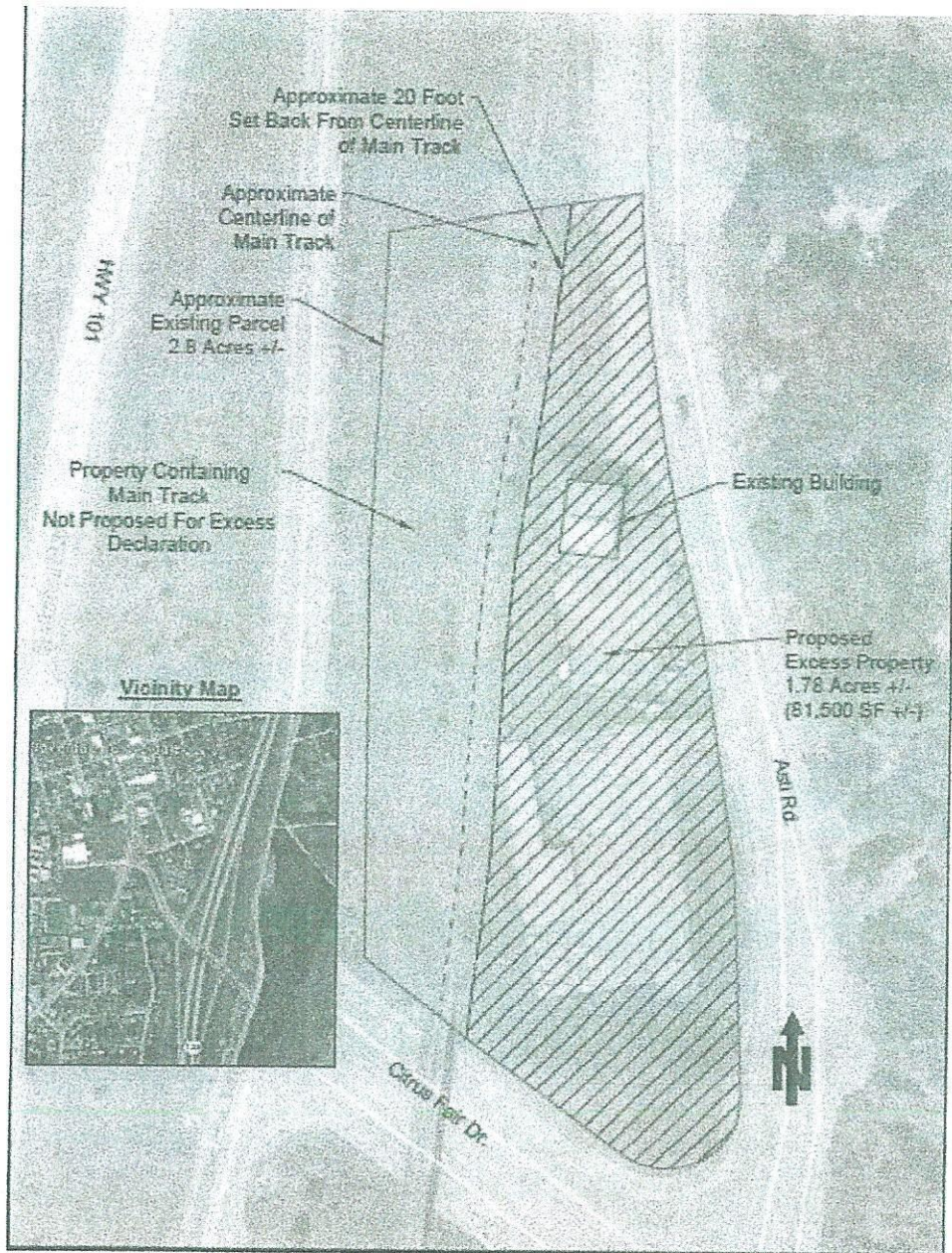
SELLER: _____ ADDRESS: _____
North Coast Railroad Authority

DATE: _____ TELEPHONE: _____

Buyer's Initials: MJ JM

Seller's Initials: _____

EXHIBIT A



Buyer's Initials: _____

RLS
AM

Seller's Initials: _____

Exhibit B

RESOLUTION

of the

Board of Directors

of

NORTH COAST RAILROAD AUTHORITY

Resolution No. 2017-01

IN THE MATTER OF:
A Resolution Declaring Certain
Property North of Citrus Fair Dr.
in Cloverdale to be Excess
Railroad Property.

WHEREAS, 23 CFR 710.403 requires that the declaration of Excess Railroad Property be formally declared in conformance with the State Manual, the relevant manual being the California Department of Transportation Right of Way Manual, the relevant provisions as it applies to excess property is Section 16.01.02.00;

WHEREAS, the Board of Directors desires to provide for the declaration of excess properties, the sale or lease of such properties for Fair Market Value, and the dedication of the net proceeds thereof exclusively to the purpose and effectuation of the Project and to document that intention to the California Department of Transportation.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH COAST RAILROAD AUTHORITY as follows:

1. The Excess Property North of Citrus Fair Dr. in Cloverdale as depicted in the attached diagram is found by the Board of Directors in consultation with its contract operator, to no longer be required for railroad operating purposes.

1 2. The staff of NCRA is authorized and directed to develop a plan for disposition of the
2 Excess Railroad Property, by sale or lease for Fair Market Value (FMV), consistent
3 with the findings of this Resolution in consultation with the California Department of
4 Transportation, and for approval by the NCRA Board of Directors.
5

6 Introduced and adopted this 8th day of March, 2017, at a regular meeting of the Board of
7 Directors of North Coast Railroad Authority by the following vote:
8

9 AYES:
10 NOES:
11 ABSENT:

Vice Chair NCRA- Hal Wagenet

12 ATTEST:

13 _____
14 Executive Director NCRA
15 Mitch Stogner
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**North Coast Railroad Authority
419 Talmage Road, Suite M
Ukiah, CA 95482**

May 1, 2018

Mr. Matt Brady, Director
Caltrans District 1
1656 Union Street
Eureka, CA 95501

Re: Sale of Excess Property in Cloverdale, CA

Dear Mr. Brady,

This letter is provided to request the support of District 1 in the leasing and sale of excess NCRA property in Cloverdale, CA. As has been previously discussed over the past year with Brad Mettam and Leishara Ward, the NCRA is in a position where raising funds from properties that are no longer useful for railroad operational purposes is a very high priority.

The 1.78 acres adjacent to the main railroad track on the northwest corner of Citrus Fair Drive and Asti Road, Cloverdale, has been declared as excess by the NCRA Board, a real estate listing agreement has been signed and is in effect, and a tentative agreement reached with a potential hotel developer. The parcel must be surveyed and divided from the non-excess parcel, and the City of Cloverdale must approve a General Plan Amendment, Rezoning and related entitlements before the lease/sale can be consummated.

An MAI appraisal has been ordered, there has been positive communication with City of Cloverdale staff regarding the commercial use of the site, and a licensed surveyor has completed the necessary topographic surveying.

The NCRA requests that this lease/sale be expedited and approved by Caltrans at the staff level, that the repayment of the state's pro-rata share of outstanding improvement funds be partially repaid at the rate of 10% of the sale proceeds, and that the remaining sale proceeds are not restricted, and may be used for legitimate and appropriate operational expenses of the NCRA.

Respectfully submitted,

Hal Wagenet, Chairperson
Board of Directors,
North Coast Railroad Authority

Mr. Matt Brady
March 14, 2018
Page 2

Cc: Mr. Brad Mettam, Deputy District Director for Planning and Local Assistance
Ms. Leishara Ward, Associate Transportation Planner

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RESOLUTION

of the

Board of Directors

of

NORTH COAST RAILROAD AUTHORITY

Resolution No. 2017-02

IN THE MATTER OF:
A Resolution Approving
Exemption from Competitive
Bidding Procedure for a Project
Management Agreement to Sell or
Lease 1.5 acres of Excess Railroad
Property North of Citrus Fair Dr.
in Cloverdale.

WHEREAS, NORTH COAST RAILROAD AUTHORITY ("NCRA") is a public entity authorized to provide passenger and freight railroad service in Humboldt, Mendocino, Sonoma, Napa, and Marin Counties, and pursuant to that authority has acquired railroad right-of-way, station sites and appurtenant railroad infrastructure, including a parcel North of Citrus Fair Dr. in Cloverdale, 1.5 acres of which is excess to railroad needs;

WHEREAS, Since its inception, NCRA has been undercapitalized, with no identified, stable source of funding for ongoing maintenance and operations, has experienced severe storm damage, is faced with legacy issues, including environmental contamination, has been subject to an emergency order requiring the cessation of operations, has found it difficult to obtain timely or adequate funding for the extensive capital improvements required to resume railroad operations on those segments not currently operable and is currently operating in a very challenging position financially;

1 **WHEREAS**, NCRA, in consultation with its operator, Northwestern Pacific, Co. (NWP
2 Co), has identified certain excess, or surplus properties, that are no longer needed for railroad
3 operations, including 1.5 acres immediately North of Citrus Fair Dr. in Cloverdale as depicted on
4 the attached map;

5 **WHEREAS**, NCRA policy requires compliance with public bidding procedures but
6 allows for exemptions in exigent or emergency circumstances;

7 **WHEREAS**, State law allows such exemptions for "Professional and Technical
8 Services" agreements.
9

10 **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF**
11 **THE NORTH COAST RAILROAD AUTHORITY** as follows:

12 For the above stated reasons, The NCRA Board of Directors hereby finds and declares
13 that there are circumstances which warrant an exemption from public bidding procedures to
14 allow Guillon Inc., who has acted as NCRA's agent in all negotiations related to sale or lease of
15 NCRA's excess railroad property since 2014, to provide project and construction management
16 tasks required for sale or lease of the excess railroad property immediately North of Citrus Fair
17 Dr. in Cloverdale, and be compensated under the terms of a Project Management Agreement or
18 Listing Agreement to be approved by the NCRA Board of Directors.
19


20 Introduced and adopted this 12th day of April, 2017, at a regular meeting of the Board of
21 Directors of North Coast Railroad Authority by the following vote:

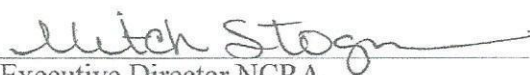
22 AYES: 8 Fennell, Streh, Marks, McCawen, Peters, Kelley, Wagenet, Chari Hemphill

23 NOES: 0

24 ABSENT: 0

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26 ATTEST: 0


Chairman NCRA- Allan Hemphill

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Executive Director NCRA
Mitch Stogner

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RESOLUTION

of the

Board of Directors

of

NORTH COAST RAILROAD AUTHORITY

Resolution No. 2017-01

IN THE MATTER OF: A Resolution Declaring Certain Property North of Citrus Fair Dr. in Cloverdale to be Excess Railroad Property.
--

WHEREAS, 23 CFR 710.403 requires that the declaration of Excess Railroad Property be formally declared in conformance with the State Manual, the relevant manual being the California Department of Transportation Right of Way Manual, the relevant provisions as it applies to excess property is Section 16.01.02.00;

WHEREAS, the Board of Directors desires to provide for the declaration of excess properties, the sale or lease of such properties for Fair Market Value, and the dedication of the net proceeds thereof exclusively to the purpose and effectuation of the Project and to document that intention to the California Department of Transportation.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH COAST RAILROAD AUTHORITY as follows:

1. The Excess Property North of Citrus Fair Dr. in Cloverdale as depicted in the attached diagram is found by the Board of Directors in consultation with its contract operator, to no longer be required for railroad operating purposes.

1 2. The staff of NCRA is authorized and directed to develop a plan for disposition of the
2 Excess Railroad Property, by sale or lease for Fair Market Value (FMV), consistent
3 with the findings of this Resolution in consultation with the California Department of
4 Transportation, and for approval by the NCRA Board of Directors, subject to written
5 confirmation by NWP Co. that the property is not necessary for NWP Co. operational
6 needs.
7

8 Introduced and adopted this 12th day of April, 2017, at a regular meeting of the Board of
9 Directors of North Coast Railroad Authority by the following vote:
10

11 AYES: 7 - Fennell, Stroeh, McCowen, Kelley, Peters, Marks, Chair Hemphill
12 NOES: 1 - Wagenet
13 ABSENT: Ø


Chairman NCRA, Allan Hemphill

14 ATTEST: Ø

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16 Executive Director NCRA
17 Mitch Stogner
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HWY 101

Approximate 20 Foot Set Back From Centerline of Main Track

Approximate Centerline of Main Track

Approximate Existing Parcel 2.8 Acres +/-

Property Containing Main Track Not Proposed For Excess Declaration

Existing Building

Proposed Excess Property 1.78 Acres +/- (81,500 SF +/-)

Asti Rd.

Vicinity Map



Citrus Fair Dr.





VACANT LAND LISTING AGREEMENT

(C.A.R. Form VLL, Revised 7/13)

North Coast Railroad Authority (NCRA)

1. **EXCLUSIVE AUTHORIZATION:** _____ ("Owner")
 hereby employs and grants _____ Guillon Real Estate Group ("Broker") beginning
 (date) 5-10-2017 and ending at 11:59 P.M. on (date) Two years from start date ("Listing Period") the
 exclusive and irrevocable right to: SELL, LEASE, EXCHANGE, OPTION, or OTHER _____
 the real property in the City of Cloverdale, County of Sonoma, California, Assessor's
 Parcel No.: 001-221-017, described as: +/- vacant 1.77 acres deemed excess property currently zoned Public Institution ("Property").

2. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in an agreement between Owner and transferee, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded from the price.

ADDITIONAL ITEMS EXCLUDED: None

ADDITIONAL ITEMS INCLUDED: None

Owner intends that the above items be excluded or included in listing the Property, but understands that: (i) the Agreement between owner and transferee supersedes any intention expressed above and will ultimately determine which items are excluded and included in the transaction; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the Agreement between Owner and transferee.

3. **LISTING PRICE AND TERMS:**

A. The listing price shall be _____ Dollars (\$ _____).

B. Additional Terms: The subject property shall be available for ground lease in addition to purchase. Ground lease terms to be negotiable. List price to be determined by an appraisal at a future date.

4. **COMPENSATION TO BROKER:**

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).

A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): 6.000 percent of the listing price (or if an agreement is entered into, of the contract price), \$ _____, OR in accordance with Broker's attached schedule of compensation; as follows:

(1) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Owner, provided the Buyer completes the transaction or is prevented from doing so by Owner. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)

(2) If within 120 calendar days after the end of the Listing Period or any extension, Owner enters into a contract to sell, lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective Transferee") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period, or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under this paragraph 4A(2) unless, not later than 3 calendar days after the end of the Listing Period or any extension thereof, Broker has given Owner a written notice of the names of such Prospective Transferees.

(3) If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified in paragraph 1, or is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension thereof.

B. If completion of the transaction is prevented by a party to the transaction other than Owner, then compensation due under paragraph 4A shall be payable only if and when Owner collects damages by suit, arbitration, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. In addition, Owner agrees to pay Broker: N/A

D. (1) Broker is authorized to cooperate and compensate brokers participating through the multiple listing service(s) ("MLS"): (i) by offering MLS brokers either: 3.000 percent of the purchase price, or \$ _____; OR (ii) (if checked) as per Broker's policy.

(2) Broker is authorized to cooperate and compensate brokers operating outside the MLS as per Broker's policy.

E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may submit this Listing Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the Property involving Owner and a buyer, transferee or Prospective Transferee.

F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: _____

(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following Prospective Transferees: _____

(3) If the Property is transferred to anyone listed above during the time Owner is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Listing Agreement; and (ii) Broker is not obligated to represent Owner in such transaction.

Owner's Initials (MS) (_____)

Reviewed by _____ Date _____



5. **MULTIPLE LISTING SERVICE:**

A. Broker is a participant/subscriber to BAREIS Multiple Listing Service (MLS) and possibly others. Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is (or if checked is not) the primary MLS for the geographic area of the Property. All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS and (ii) may be provided to the MLS even if the Property is not listed with the MLS.

BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS

WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Owner's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.

CLOSED/PRIVATE LISTING CLUBS OR GROUPS: Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network -and excluding it from the MLS -is advantageous or disadvantageous to an owner, and why, should be discussed with the agent taking the Owner's listing.

NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

OPTING OUT OF MLS: If Owner elects to exclude the Property from the MLS, Owner understands and acknowledges that: (a) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Owner's Property is offered for sale; (b) Information about Owner's Property will not be transmitted to various real estate Internet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Owner is marketing the Property.

REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

PRESENTING ALL OFFERS: Owner understands that Broker must present all offers received for Owner's Property unless Owner gives Broker written instructions to the contrary.

Owner's Initials MS

Broker's Initials _____ / _____

B. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 2 days or some other period of time after all necessary signatures have been obtained on the listing agreement. Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS a form signed by Owner (C.A.R. Form SELM or the local equivalent form).

C. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Owner acknowledges that for any of the below opt-out instructions to be effective, Owner must make them on a separate instruction to Broker signed by Owner (C.A.R. Form SELI or the local equivalent form). Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:

(1) **Property Availability:** Owner can instruct Broker to have the MLS not display the Property on the Internet.

(2) **Property Address:** Owner can instruct Broker to have the MLS not display the Property address on the Internet. Owner understands that the above opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.

(3) **Feature Opt-Outs:** Owner can instruct Broker to advise the MLS that Owner does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below. Owner understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.

(a) **Comment And Reviews:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property.

(b) **Automated Estimate Of Value:** The ability to link to another site containing such automated estimate of value if the link is in immediate conjunction with the Property.

Owner's Initials (MS) (_____)

Reviewed by _____ Date _____



Property Address: Cloverdale, CA

Date: _____

6. **OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that affects or may affect the Property or Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
7. **BROKER'S AND OWNER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Listing Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to order reports and disclosures as appropriate or necessary, and advertise and market the Property in any method and medium, including the Internet, selected by Broker, and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the transfer of the Property by, among other things, making the Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Property. Owner agrees to provide Broker and transferee(s) all written disclosures, as required by law. Owner further agrees to immediately disclose in writing any condition known to Owner that affects the Property, including, but not limited to, any past or current generation, storage, release, threatened release, disposal, and presence and location of asbestos, PCB transformers, petroleum products, flammable explosives, underground storage tanks and other hazardous, toxic or contaminated substances or conditions in, on, or about the Property. Owner shall maintain public liability and property damage insurance on the Property during the Listing Period or any extension. Owner waives all subrogation rights under any insurance against Broker, cooperating brokers or employees. Owner is responsible for determining at what price to list and transfer the Property. **Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Owner, or from any material facts that Owner knows but fails to disclose.** (If checked) The attached property disclosure is part of this Listing Agreement and may be provided to Prospective Transferees.
8. **DEPOSIT:** Broker is authorized to accept and hold on Owner's behalf any deposits to be applied toward the contract price.
9. **AGENCY RELATIONSHIPS:**
- A. **Disclosure:** If the Property includes residential property with one to four dwelling units and this Listing Agreement is used to list the Property for sale, exchange or lease for a period of greater than one year, a "Disclosure Regarding Agency Relationships" (C.A.R. Form AD) is required to be provided to Owner prior to entering into this Listing Agreement.
 - B. **Owner Representation:** Broker shall represent Owner in any resulting transaction, except as specified in paragraph 4F.
 - C. **Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and such Buyer. In the event of an exchange, Owner hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Owner understands and agrees that: (i) Broker, without the prior written consent of Owner, will not disclose to Buyer that Owner is willing to transfer the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Owner that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
 - D. **Other Owners:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or acquire through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of owners and buyers of other properties before, during, and after the end of this Listing Agreement.
 - E. **Confirmation:** If the Property includes residential property with one to four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Owner's execution of an agreement to sell.
10. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner.
11. **KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors and accompanying prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism, or damage attributed to the use of a keysafe/lockbox. Owner does (or if checked does not) authorize Broker to install a keysafe/lockbox. If Owner does not occupy the Property, Owner shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox.
12. **SIGN:** Owner authorizes Broker to install a FOR SALE/SOLD/LEASE sign on the Property unless otherwise indicated in writing.
13. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
14. **ATTORNEY'S FEES:** In any action, proceeding, or arbitration between Owner and Broker regarding the obligation to pay compensation under this Listing Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 18A.
15. **ADDITIONAL TERMS:** REOL SSIA See attached Exhibit A & Exhibit B attached hereto and incorporated herein.

Owner's Initials (MS) (_____)
Reviewed by _____ Date _____



16. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Listing Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Listing Agreement, in writing, within 5 days after its execution.

17. **SUCCESSORS AND ASSIGNS:** This Listing Agreement shall be binding upon Owner and Owner's successors and assigns.

18. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 18C.

B. **ARBITRATION OF DISPUTES:**

Owner and Broker agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 18C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Owner's Initials MS / _____ Broker's Initials _____ / _____

C. **ADDITIONAL MEDIATION AND ARBITRATION TERMS:** The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.

Owner's Initials (MS) (_____)
Reviewed by _____ Date _____



+/- vacant 1.77 acres deemed excess property currently zoned Public Institution

Property Address: Cloverdale, CA

Date: _____

19. ENTIRE CONTRACT: All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Listing Agreement are superseded by this Listing Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Listing Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.

20. OWNERSHIP, TITLE AND AUTHORITY: Owner warrants that: (i) Owner is the owner of the Property; (ii) no other persons or entities have title to the Property, and (iii) Owner has the authority to both execute this Listing Agreement and transfer the Property. Exceptions to ownership, title and authority are as follows: _____

By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Listing Agreement and any attached schedule of compensation.

Date 5-10-2017 at _____

Owner North Coast Railroad Authority (NCRA)

By Mitch Stogn

Title Executive Director

Address 419 Talmar Rd, Suite M

City Ukiah

State CA Zip 95482

Telephone 707 463-3280

Fax 707 463-3282

Email ncra.hiedy@sbcglobal.net

Date _____ at _____

Owner _____

By _____ Title _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Date _____ at _____

Owner _____

By _____ Title _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Real Estate Broker (Firm) Guillon Real Estate Group

BRE Lic. # 02004314

By (Agent) _____

Marc Guillon BRE Lic. # 01839798 Date _____

Address 1200 Mt Diablo Blvd Suite 109

City Walnut Creek

State CA Zip 94596

Telephone (415)987-7544

Fax (925)891-0421

Email marc@guillonrealestategroup.com

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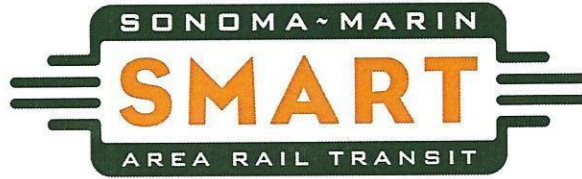
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Reviewed by _____ Date _____





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June 12, 2018

North Coast Rail Authority
Board of Directors
419 Talmage Road, Suite M
Ukiah, CA 95482

North Coast Rail Authority
Attn: Mitch Stogner, Executive Director
419 Talmage Rd., Suite M
Ukiah, CA 95482

RE: Regarding the sale of Surplus property: Agenda Item L. 2

Improper Determination Of Surplus Property

Before NCRA-owned real property is sold, NCRA must determine that it is no longer required for the purposes acquired (transportation) and must declare the property excess. SMART has a permanent easement and is an adjacent property owner over the Willits and Healdsburg segments of railroad for the operation of passenger commuter service and for operation of certain intercity and other recreational purposes such as a multi-use pathway. NCRA failed to consult with SMART and has prematurely and improperly declared these properties as surplus. As part of the SMART extension of commuter rail service to Cloverdale, there will be a need for additional rail spurs and sidings, double tracks, rail operations yards, a facility terminus station for overnight storage of vehicles, maintenance of way facilities and possible vehicle maintenance necessary for efficient operation of passenger railroad service.

Under relevant circumstances, NCRA must determine public agency interest in the acquisition of NCRA-owned surplus property, and a solicitation of interest must be sent to public agencies within the jurisdiction and these entities must be allowed time to express interest in the surplus property. It is unclear whether NCRA complied with the Government Code section requiring local agencies to send notice to the local planning commission of their intention to sell surplus property. (see Gov. Code, § 65402.)

It is hereby requested that NCRA not sell the "surplus" property until such time as SMART has had an opportunity express its interest and to discuss its passenger transportation service requirements with NCRA.

Sincerely,

Laura Giraud, Real Estate Manager

cc: Farhad Mansourian, General Manager