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Superior Court of California
County of Mendocino

1 **GLENN L. BLOCK (SB#208017)**
2 **ANDREW S. PARSLOW (SB#332916)**
3 **CALIFORNIA EMINENT DOMAIN LAW GROUP, A PC**
4 3429 Ocean View Blvd., Suite L
Glendale, CA 91208
Telephone: (818) 957-0477
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By: 
T. Johnson
Deputy Clerk

5 Attorneys for Plaintiff MENDOCINO RAILWAY

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **FOR THE COUNTY OF MENDOCINO**

9 MENDOCINO RAILWAY,)

10 Plaintiff,)

11 v.)

12 GEORGIA-PACIFIC LLC; NORTH)
13 AMERICAN TIMBER CORP.;)
14 HAWTHORNE TIMBER COMPANY,)
15 LLC; MENDOCINO COUNTY)
16 TREASURER-TAX COLLECTOR; All)
other persons unknown claiming an)
interest in the property; and DOES 1)
through 100, inclusive,)

17 Defendants.)
18)
19)

Case No. 21CV00595

[APN 018-430-21; 018-430-22; 018-040-61; 018-120-50;
008-151-26; 008-020-17 (aka 008-020-19); 008-171-07;
008-161-08; 008-070-31; 020-550-02; 020-550-08; 020-
550-10; and 020-550-11]

**STIPULATION RE: SETTLEMENT,
JUDGMENT AND FINAL ORDER OF
CONDEMNATION**

20
21 Plaintiff Mendocino Railway (hereinafter “Mendocino Railway” or “Plaintiff”) and
22 Defendant Georgia-Pacific LLC, successor in title to Defendant North American Timber Corp.
23 and Defendant Hawthorne Timber Company (hereinafter “Defendant Georgia-Pacific”), and
24 Defendant Mendocino County Tax Collector (“Defendant Tax Collector”) (Collectively
25 “Defendants”) (Parties hereto may be individually referenced herein as “Party,” or may be
26 collectively referenced herein as “Parties”) hereby stipulate as follows:
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RECITALS

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2 A. On or about August 11, 2021, Mendocino Railway filed a Complaint in Eminent
3 Domain, Mendocino County Superior Court Case Number 21CV00595 against Defendants (the
4 “Eminent Domain Action”), seeking to acquire the fee simple interest in and to the real property
5 which has been assigned Assessor’s Parcel Numbers 018-430-21; 018-430-22; 018-040-61; 018-
6 120-50; 008-151-26; 008-020-17 (aka 008-020-19); 008-171-07; 008-161-08; 008-070-31; 020-
7 550-02; 020-550-08; 020-550-10; and 020-550-11 (“Subject Property”) as identified and
8 described in the Complaint.

9 B. Mendocino Railway’s acquisition of the Subject Property is necessary for
10 construction and maintenance of rail facilities related to Mendocino Railway’s ongoing and
11 future freight and passenger rail operations and all uses necessary and convenient thereto
12 (“Project”), a public use.

13 C. Mendocino Railway is authorized and entitled to exercise the power of eminent
14 domain for public purposes under Article 1, Section 19, of the California Constitution, California
15 Public Utilities Code §§ 229, 230, 611 and 7526, et seq.; and California Code of Civil Procedure
16 §§ Section 1230.010, et seq. The railroad uses for which Mendocino Railway seeks to condemn
17 the Subject Property in connection with the Project is authorized by law and is a public use; the
18 public interest, safety, and necessity require the Project; the Project is planned and located in the
19 manner that will be most compatible with the greatest public good and the least private injury;
20 and the Subject Property is necessary for the Project.

21 D. Defendant Georgia-Pacific is the fee owner of the Subject Property. Defendant
22 Georgia-Pacific is successor in title to Defendant North American Timber Corp. and Defendant
23 Hawthorne Timber Company.

24 E. Mendocino County Treasurer-Tax Collector is a lienholder for property taxes.

25 F. Mendocino Railway and Defendants now desire to resolve any and all claims and
26 interests in connection with Mendocino Railway’s acquisition of the Subject Property, on the
27 terms and conditions set forth herein.

28 **BASED ON THE FOREGOING, the Parties hereby stipulate and agree as follows:**

1 1. **Compensation to be Paid.** Mendocino Railway and Defendants hereby agree
2 that the total compensation to be paid by Mendocino Railway in this proceeding is the sum of
3 One Million Two Hundred Thirty Thousand Dollars (\$1,230,000.00) (the “Total
4 Compensation”). Said Total Compensation shall be paid to Defendant as set forth herein below.

5 Mendocino Railway and Defendants further agree that said Total Compensation reflects
6 the fair market value of the Subject Property in consideration of the Subject Property in its
7 environmental and physical condition as of said date, including without limitation the California
8 Department of Toxic Substances Control Site Investigation and Remediation Order No. HAS-
9 RAO 06-07-150, and subject to all encumbrances, easements, rights-of-way, servitudes,
10 covenants or other matters of record as of August 13, 2021 (the date the Lis Pendens was
11 recorded). Defendant Georgia Pacific shall provide to Mendocino Railway, within ten (10) days
12 of execution of this Stipulation, any environmental tests or reports relating to the Subject
13 Property (including draft reports if not finalized) generated after 2007 and which are not
14 available on DTSC’s Envirostor or Geotracker. Such documents are provided as information
15 only.

16 Further, said Total Compensation constitutes full and final settlement and resolution of
17 any and all claims and interests in connection with Mendocino Railway’s acquisition of the
18 Subject Property and this Eminent Domain Action, including without limitation compensation
19 for: real property, severance damages, improvements pertaining to realty, fixtures and
20 equipment, personal property, business goodwill, relocation benefits, precondemnation damages,
21 pre-judgment interest, and post-judgment interest, any and all other compensation, damages,
22 litigation expenses and costs.

23 2. **Manner of Payment.** The Total Compensation shall be paid as follows:

24 a. Pursuant to the [Proposed] Final Judgment, Mendocino Railway shall pay
25 Defendant Georgia-Pacific LLC the Total Compensation of One Million Two Hundred Thirty
26 Thousand Dollars (\$1,230,000.00) no later than November 20, 2021.
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1 Upon receipt of payment, as set forth above, Defendant Georgia-Pacific LLC shall
2 immediately execute a Satisfaction of Judgment and return it to Mendocino Railway for filing
3 with the Court.

4 To the extent that there are any outstanding taxes due and payable to Defendant
5 Mendocino County Treasurer-Tax Collector through and including November 14, 2021, said
6 outstanding taxes shall be paid from the Total Compensation from Hill Farrer & Burrill LLP
7 Client Trust Account to Defendant Mendocino County Treasurer-Tax Collector. Upon
8 determining that no outstanding taxes are due and payable, or upon receiving payment of any
9 outstanding taxes pursuant to this paragraph, Defendant Mendocino County Treasurer-Tax
10 Collector shall immediately execute a Satisfaction of Judgment and return it to Mendocino
11 Railway for filing with the Court.

12 3. **Entry of Final Judgment and Final Order of Condemnation.** The Court shall
13 enter Final Judgment consistent with the terms of this stipulation in the form attached hereto as
14 Exhibit A and filed concurrently herewith. Thereafter, upon payment of Total Compensation,
15 the Court may enter a Final Order consistent with the terms of this Stipulation, transferring fee
16 title to the Subject Property to Mendocino Railway subject to all encumbrances, easements,
17 rights-of-way, servitudes, covenants or other matters of record as of August 13, 2021. No further
18 notice to Defendants or execution or approval by Defendants shall be necessary prior to the
19 Court's entering such Final Order of Condemnation. Defendants hereby waive the right to
20 further trial by court or jury, and waive the right to Statement of Decision, and any and all right
21 to appeal as to any and all issues related to the Subject Property, Mendocino Railway's
22 acquisition of the Subject Property or this Eminent Domain Action.

23 4. **Possession.** Mendocino Railway shall take, and Defendant Georgia-Pacific LLC
24 shall relinquish, possession of the Subject Property on November 15, 2021. Moreover,
25 Mendocino Railway is entitled to entry of an Order for Prejudgment Possession, if Mendocino
26 Railway determines it to be necessary, on an ex parte basis and without further notice to
27 Defendants, or as otherwise sought by Mendocino Railway, authorizing and empowering
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1 Mendocino Railway to take possession and use said fee interest, and to remove any and all
2 persons, obstacles, improvements, or structures of every kind and nature situated thereon.

3 Defendants waive the provision of Cal. Code Civ. Proc. § 1255.450 (b) requiring service
4 of an Order for Prejudgment Possession and agree that notwithstanding the date the Order for
5 Prejudgment Possession is actually entered, the effective date of the Order for Prejudgment
6 Possession is November 15, 2021.

7 Defendant Georgia-Pacific LLC agrees that that the Court may issue an Order for
8 Possession and that in the event Defendant or any occupant fails to comply with this Stipulation
9 and said Order for Possession by vacating and relinquishing possession of the Subject Property
10 on or before November 15, 2021, the Court may forthwith and upon ex parte application issue a
11 Writ of Assistance effective immediately authorizing the Mendocino County Sheriff to remove
12 Defendant Georgia-Pacific LLC or any other occupants from the Subject Property and assist
13 Mendocino Railway in obtaining immediate possession of the Subject Property.

14 Pursuant to Section 1268.410 et seq. of the Code of Civil Procedure, property taxes on
15 the Subject Property shall be prorated as of November 14, 2021. Georgia Pacific shall be
16 responsible for payment of property taxes on the Subject Property for the period prior to
17 November 15, 2021. Property taxes, if any, on the Subject Property for the period starting
18 November 15, 2021 shall be payable by Plaintiff.

19 5. **Full and Final Resolution.** This Stipulation and the Court's entry of the Final
20 Judgment and Final Order of Condemnation constitute full and final resolution of any and all
21 claims, interests and issues of the Parties in connection with the Subject Property, Mendocino
22 Railway's acquisition of the Subject Property or this Eminent Domain Action, and the Parties'
23 mutual waiver and release of any and all claims made to date and issues in connection therewith
24 that were asserted or could have been asserted, other than the duties and obligations created by
25 this Stipulation, including without limitation all compensation, damages and benefits for real
26 property, severance damages, improvements pertaining to real property, loss of goodwill,
27 personal property, fixtures and equipment, precondemnation damages, loss of inventory, pre-
28 judgment and post-judgment interest, attorneys or other fees, litigation expenses and costs.

1 6. **Mutual General Release.** Except as otherwise set forth in this Stipulation, all
2 Parties waive and forever release the other Parties, including their successors, officers,
3 employees, attorneys, agents, representatives, and anyone acting on their behalf or for them, of
4 and from any and all existing or potential future claims, demands, actions or causes of action, or
5 liabilities, known or unknown, based upon or arising in connection with the Subject Property,
6 Mendocino Railway’s acquisition of the Subject Property and/or this Eminent Domain Action.

7 By such release, the Parties waive any rights under California Civil Code Section 1542,
8 which provides, “A general release does not extend to claims which the creditor does not know
9 or suspect to exist in his or her favor at the time of executing the release, which if known by him
10 or her must have materially affected his or her settlement with the debtor.”

11 7. **Indemnity.** Mendocino Railway expressly assumes any and all liability related
12 to any Environmental Conditions (any circumstance or set of circumstances in, on, under or
13 about the Property that arise directly or indirectly out of or related to the presence, suspected
14 presence, release or threatened release of any Hazardous Material (Any “hazardous waste”,
15 “hazardous substance”, “extremely hazardous substance”, “toxic chemical”, “hazardous
16 chemical”, “toxic pollutants”, “contaminants”, “chemical”, “chemical substance”, “mold” or
17 “asbestos”, as such terms are defined in any of the Environmental Laws, or related substances, in
18 such quantities or concentrations as are regulated by such Environmental Laws or other
19 applicable laws, or which may be declared to constitute a material threat to human health or to
20 the Environment.) on the Property as of August 13, 2021 and any Hazardous Materials, and
21 Mendocino Railway waives, relinquishes, releases, indemnifies and holds harmless Defendant
22 Georgia-Pacific from any and all claims, demands, administrative orders, causes of action
23 (including causes of action in tort, remedial actions, losses, damages, liabilities, judgments,
24 settlements, penalties, fines, costs and expenses (including attorneys’ fees and court costs
25 actually incurred) of any and every kind or character, known or unknown, whether based upon
26 negligence, strict liability or otherwise arising out of or related to the Environmental Condition
27 of the Property, but excluding any claims or causes of action related to personal injury
28 commencing prior to November 15, 2021. Mendocino Railway expressly acknowledges that the

1 Subject Property is subject to the California Department of Toxic Substances Control Site
2 Investigation and Remediation Order No. HAS-RAO 06-07-150 (“Order”). As of November 15,
3 2021, Mendocino Railway will expressly assume any and all obligations, requirements and
4 liabilities solely and exclusively related to the Subject Property that arise from the Order and
5 shall hold Defendant Georgia-Pacific harmless from any such obligations, requirements and
6 liabilities. As of November 15, 2021, Plaintiff will expressly assume any and all obligations,
7 requirements and liabilities solely and exclusively related to the Subject Property that arise from
8 the Order, shall use its best efforts to obtain DTSC’s approval to insert Plaintiff as a party subject
9 to the Order. Plaintiff shall provide evidence of its best efforts with respect to obtaining DTSC’s
10 approval no later than December 31, 2021 and monthly thereafter until Plaintiff is added to the
11 Order.

12 8. Plaintiff shall indemnify and hold Defendant Georgia-Pacific harmless from any
13 and all claims, causes of action, demands, damages or attorney’s fees arising out of or relating in
14 any way to claims or allegations by the City of Fort Bragg and/or any third party relating to this
15 Eminent Domain Action and/or this Stipulation and Judgment.

16 9. **Representations and Warranties.**

17 a. Defendant Georgia-Pacific hereby represents and warrants that, other than such
18 easements, rights-of-way, servitudes, covenants or other matters of record, the License
19 Agreement for Winter Storm Site and Emergency Base Camp dated December 22, 2015 in favor
20 of Pacific Gas and Electric Company, and any such matters that would be shown by an accurate
21 survey or visual inspection of the Subject Property, as of the date this Stipulation is executed by
22 all Parties, Defendant Georgia-Pacific is not aware of any other party having any interest in or
23 claiming an interest in, nor has it assigned, hypothecated or otherwise transferred any interest or
24 any claims of interest, in or to the Subject Property or the Eminent Domain Action which are the
25 subject of this Stipulation, including without limitation any claims against Mendocino Railway
26 for compensation or damages, or otherwise arising out of or in any way related to the Subject
27 Property, Mendocino Railway’s acquisition of the Subject Property or the Eminent Domain
28 Action.

1 b. Defendant Georgia-Pacific further represents that it is the sole owner of the
2 Subject Property and successor in title to Defendant North American Timber Corp. and
3 Defendant Hawthorne Timber Company, and the owner of any and all claims against Mendocino
4 Railway for compensation and damages, or any other claims arising out of or in any way related
5 to the Subject Property, Mendocino Railway's acquisition of the Subject Property or the Eminent
6 Domain Action.

7 c. Other than as specified in this Stipulation, Defendant Georgia-Pacific represents
8 and warrants that it is not aware of any other party who is or may be entitled to, or claims an
9 interest in, all or any portion of the Total Compensation in this matter.

10 d. Each Party represents and warrants that it has the full right and power to enter into
11 this Stipulation and to execute and bind said Party to the release and all other provisions
12 contained herein.

13 e. Defendant Georgia-Pacific hereby represents and warrants that, to the best of
14 Georgia-Pacific's knowledge, other than as expressly disclosed in this Stipulation, there currently
15 are no actual or threatened claims, demands, actions or causes of action, or liabilities regarding
16 the Subject Property.

17 f. Each Party agrees to defend and indemnify each other party in the event any claim
18 is made which is contrary to the representations and warranties contained herein. If any action or
19 other proceeding is brought for the enforcement of these representations and warranties, or
20 interpretation thereof, the successful or prevailing party shall be entitled to recover actual
21 attorneys' fees and other costs it incurs in that action or proceeding, in addition to any other relief
22 to which it may be entitled, including fees for any in-house counsel of the party or attorney's fees
23 for self-represented party acting as his/her own attorney and/or of his/her spouse.

24 10. **No Admission of Liability.** This Stipulation is a compromise of disputed claims
25 between the Parties hereto and shall not be construed as an admission of liability by any party for
26 any purpose.

27 11. **Integration.** This Stipulation constitutes the entire agreement between the Parties
28 hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous

1 agreements and understandings of the Parties; there are no warranties, representations or other
2 agreements between the Parties except as expressly set forth herein. No amendment hereto shall
3 be binding unless set forth in a writing stating that it is intended to amend this agreement,
4 executed by the party to be bound thereby. No waiver of any of the provisions of this Stipulation
5 shall be deemed or constitute a waiver of any of the other provisions hereof, whether or not
6 similar, nor shall such waiver constitute a continuing waiver.

7 12. **Counterparts.** This Stipulation may be transmitted by facsimile/EMAIL and
8 executed in counterparts and, as so executed, shall constitute one agreement binding on all
9 Parties.

10 13. **Severability.** In the event that any provision of this Stipulation is found by a
11 court of competent jurisdiction to be void, the remaining provisions of this Agreement shall
12 remain in full force and effect.

13 14. **Each Party to Bear Own Costs and Fees.** Each party shall bear its own
14 litigation expenses, including but not limited to all attorney's fees and expert witness fees and
15 any and all other fees or costs of any nature, including costs set forth in Code of Civil Procedure
16 Section 1033.5.

17 15. **Choice of Law.** This Stipulation and any dispute hereunder shall be governed by
18 the laws of the State of California.

19 16. **Each Party Authorized.** By signing this Stipulation, each party attests that he or
20 she is duly authorized by his or her respective corporation or entity, if applicable, to execute this
21 Agreement.

22
23 **[SIGNATURES ON FOLLOWING PAGE]**
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Dated: 4-November-2021 _____

MENDOCINO RAILWAY



Robert Jason Pinoli, President

Dated: _____

GEORGIA-PACIFIC LLC

By: _____

Its: _____

Dated: _____

MENDOCINO COUNTY TREASURER-
TAX COLLECTOR.

By: _____

Its: _____

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Dated: _____

MENDOCINO RAILWAY

Robert Jason Pinoli, President

Dated: 11/12/2021 | 1:29:05 PM PST

GEORGIA-PACIFIC LLC

DocuSigned by:



77BC00EFB7E3440...

By: _____
Michael E. Cruz

Its: _____
Vice President - Real Estate

DS
RFM

Dated: _____

MENDOCINO COUNTY TREASURER-
TAX COLLECTOR.

By: _____

Its: _____

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Dated: _____

MENDOCINO RAILWAY

Robert Jason Pinoli, President

Dated: _____

GEORGIA-PACIFIC LLC

By: _____

Its: _____

Dated: 11-16-21

MENDOCINO COUNTY TREASURER-
TAX COLLECTOR.

Shari L. Schapmire

By: Shari L. Schapmire

Its: Treasurer-Tax Collector

EXHIBIT A

1 **GLENN L. BLOCK (SB#208017)**
2 **ANDREW S. PARSLOW (SB#332916)**
3 **CALIFORNIA EMINENT DOMAIN LAW GROUP, A PC**
4 3429 Ocean View Blvd., Suite L
5 Glendale, CA 91208
6 Telephone: (818) 957-0477
7 Facsimile: (818) 957-3477

8 Attorneys for Plaintiff MENDOCINO RAILWAY

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF MENDOCINO**

11 MENDOCINO RAILWAY,

12 Plaintiff,

13 v.

14 GEORGIA-PACIFIC LLC; NORTH
15 AMERICAN TIMBER CORP.;
16 HAWTHORNE TIMBER COMPANY,
17 LLC; MENDOCINO COUNTY
18 TREASURER-TAX COLLECTOR; All
19 other persons unknown claiming an
20 interest in the property; and DOES 1
21 through 100, inclusive,

22 Defendants.

Case No. 21CV00595

[APN 018-430-21; 018-430-22; 018-040-61; 018-120-50;
008-151-26; 008-020-17 (aka 008-020-19); 008-171-07;
008-161-08; 008-070-31; 020-550-02; 020-550-08; 020-
550-10; and 020-550-11]

[PROPOSED] FINAL JUDGMENT

23 Plaintiff Mendocino Railway (hereinafter “Mendocino Railway” or “Plaintiff”) and
24 Defendant Georgia-Pacific LLC, successor in interest to Defendant North American Timber
25 Corp. and Defendant Hawthorne Timber Company (hereinafter “Defendant Georgia-Pacific”),
26 and Defendant Mendocino County Tax Collector (“Defendant Tax Collector”) (Collectively
27 “Defendants”) (parties hereto may be individually referenced herein as “Party,” or may be
28 collectively referenced herein as “Parties”) having entered into the concurrently filed Stipulation
Re: Settlement, Judgment, and Final Order of Condemnation (“Stipulation”), judgment may be
made and entered in accordance with these terms and conditions and without further notice to
any of the Defendants.

1 **IT APPEARING** that on or about August 11, 2021, Mendocino Railway filed a
2 Complaint in Eminent Domain, Mendocino County Superior Court Case Number 21CV00595
3 against Defendants (the “Eminent Domain Action”), seeking to acquire the fee simple interest in
4 and to the real property which has been assigned Assessor’s Parcel Numbers 018-430-21; 018-
5 430-22; 018-040-61; 018-120-50; 008-151-26; 008-020-17 (aka 008-020-19); 008-171-07; 008-
6 161-08; 008-070-31; 020-550-02; 020-550-08; 020-550-10; and 020-550-11 (“Subject Property”)
7 as identified and described in the Complaint. The Subject Property is more particularly
8 described, together with maps, in Exhibits “A” and “B” to the Complaint, true and correct copies
9 of which are attached hereto as Exhibits “A” and “B.”

10 **IT FURTHER APPEARING** that Mendocino Railway’s acquisition of the Subject
11 Property is necessary for construction and maintenance of rail facilities related to Mendocino
12 Railway’s ongoing and future freight and passenger rail operations and all uses necessary and
13 convenient thereto (“Project”), a public use.

14 **IT FURTHER APPEARING** Mendocino Railway is authorized and entitled to exercise
15 the power of eminent domain for public purposes under Article 1, Section 19, of the California
16 Constitution, California Public Utilities Code §§ 229, 230, 611 and 7526, et seq.; and California
17 Code of Civil Procedure §§ Section 1230.010, et seq. The railroad uses for which Mendocino
18 Railway seeks to condemn the Subject Property in connection with the Project is authorized by
19 law and is a public use; the public interest, safety, and necessity require the Project; the Project is
20 planned and located in the manner that will be most compatible with the greatest public good and
21 the least private injury; and the Subject Property is necessary for the Project.

22 **IT FURTHER APPEARING** that Defendant Georgia-Pacific was duly served on or
23 about August 12, 2021, and on or about September 8, 2021, filed its Answer. Defendant
24 Georgia-Pacific is the fee owner of the Subject Property and successor in interest to Defendant
25 North American Timber Corp. and Defendant Hawthorne Timber Company. Said Defendant is
26 entitled to compensation in this proceeding as set forth below.

27 **IT FURTHER APPEARING** that Defendant Mendocino County Treasurer-Tax
28 Collector was duly served on or about August 12, 2021, and on or about September 10, 2021,

1 filed its Answer. Property taxes may remain outstanding for the Subject Property, thus
2 Defendant Mendocino County Treasurer-Tax Collector may be entitled to compensation for
3 outstanding property taxes incurred for the period up to November 4, 2021.

4 **IT FURTHER APPEARING** that Mendocino Railway and Defendants have agreed on
5 a full and final settlement of any and all issues in this matter for the sum of One Million Two
6 Hundred Thirty Thousand dollars (\$1,230,000.00) (the “Total Compensation”).

7 **IT FURTHER APPEARING** that no other parties having appeared in this action are
8 entitled to compensation in this proceeding except as expressly set forth herein.

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. The use for which the Subject Property is being acquired by Mendocino Railway
11 in this action, for construction and maintenance of rail facilities related to Mendocino Railway’s
12 ongoing and future freight and passenger rail operations and all uses necessary and convenient
13 thereto, is a public use authorized by law and the acquisition of the Subject Property is necessary
14 to such use.

15 2. Plaintiff is entitled to and shall take possession of the Subject Property effective
16 November 5, 2021.

17 3. Defendant North American Timber Corp. and Defendant Hawthorne Timber
18 Company, predecessors in interest to Defendant Georgia-Pacific, are hereby dismissed from this
19 action.

20 4. The stipulating Defendants have waived the right to a Statement of Decision,
21 Notice of Entry of Judgment, Notice of Entry of Final Order of Condemnation and any and all
22 right to appeal as to any and all issues related to the taking of the Subject Property.

23 5. Except as otherwise set forth in this Judgment and except for breach of any terms
24 or conditions contained in the parties’ Stipulation, all parties waive and forever release the other
25 parties, including their successors, officers, employees, attorneys, agents, representatives, and
26 anyone acting on their behalf or for them, of and from any and all claims made to date, demands,
27 actions or causes of action, or liabilities, known or unknown, based upon or arising in connection
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1 with the Subject Property, Mendocino Railway’s acquisition of the Subject Property or the
2 Eminent Domain Action.

3 **6.** In connection with the release set forth in Section 4 above, Plaintiff expressly
4 assumes any and all liability related to any Environmental Conditions (any circumstance or set of
5 circumstances in, on, under or about the Subject Property that arise directly or indirectly out of or
6 related to the presence, suspected presence, release or threatened release of any Hazardous
7 Material (Any “hazardous waste”, “hazardous substance”, “extremely hazardous substance”,
8 “toxic chemical”, “hazardous chemical”, “toxic pollutants”, “contaminants”, “chemical”,
9 “chemical substance”, “mold” or “asbestos”, as such terms are defined in any of the
10 Environmental Laws, or related substances, in such quantities or concentrations as are regulated
11 by such Environmental Laws or other applicable laws, or which may be declared to constitute a
12 material threat to human health or to the Environment.) on the Subject Property as of August 13,
13 2021 and any Hazardous Materials, and Plaintiff waives, relinquishes, releases, indemnifies and
14 holds harmless Defendant Georgia-Pacific from any and all claims, demands, administrative
15 orders, causes of action (including causes of action in tort), remedial actions, losses, damages,
16 liabilities, judgments, settlements, penalties, fines, costs and expenses (including attorneys’ fees
17 and court costs actually incurred) of any and every kind or character, known or unknown,
18 whether based upon negligence, strict liability or otherwise arising out of or related to the
19 Environmental Condition of the Property, but excluding any claims or causes of action related to
20 personal injury commencing prior to November 5, 2021. Plaintiff expressly acknowledges that
21 the Subject Property is subject to the California Department of Toxic Substances Control Site
22 Investigation and Remediation Order No. HAS-RAO 06-07-150 (“Order”). As of November 5,
23 2021, Plaintiff will expressly assume any and all obligations, requirements and liabilities solely
24 and exclusively related to the Subject Property that arise from the Order, shall seek DTSC’s
25 approval to insert Plaintiff as a party subject to the Order.

26 **7.** Plaintiff agrees to hold Defendant Georgia-Pacific harmless from any and all
27 claims, causes of action, demands, damages or attorney’s fees arising out of or relating in any
28

1 way to claims or allegations by the City of Fort Bragg and/or any third party relating to the this
2 Eminent Domain Action and/or the Parties' Stipulation and this Judgment.

3 8. By such release, and subject to the above exclusions, the parties waive any rights
4 under California Civil Code Section 1542, which provides, "A general release does not extend to
5 claims that the creditor or releasing party does not know or suspect to exist in his or her favor at
6 the time of executing the release and that, if known by him or her, would have materially
7 affected his or her settlement with the debtor or released party."

8 9. The total compensation for Mendocino Railway's taking of the Subject Property
9 is One Million Two Hundred Thirty Thousand dollars (\$1,230,000.00). Said Total
10 Compensation shall be disbursed and paid to Defendant Georgia-Pacific as set forth below.

11 10. Mendocino Railway shall tender payment directly to Defendant Georgia-Pacific
12 the sum of One Million Two Hundred Thirty Thousand Dollars (\$1,230,000.00) paid by wire
13 transfer to Hill Farrer & Burrill LLP Client Trust Account no later than November 15, 2021:

14 Kevin Brogan, Esq.
15 Hill, Farrer & Burrill LLP
16 One California Plaza
17 300 S. Grand Avenue, 37th Floor
18 Los Angeles, CA 90071-3147

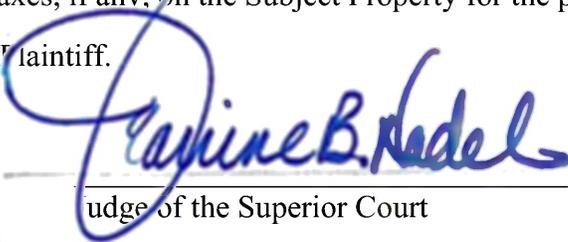
19 11. To the extent that there are any outstanding taxes due and payable to Defendant
20 Mendocino County Treasurer-Tax Collector through and including November 4, 2021, said
21 outstanding taxes shall be paid from the Total Compensation from Hill Farrer & Burrill LLP
22 Client Trust Account to Defendant Mendocino County Treasurer-Tax Collector. Upon
23 determining that no outstanding taxes are due and payable, or upon receiving payment of any
24 outstanding taxes pursuant to this paragraph, Defendant Mendocino County Treasurer-Tax
25 Collector shall immediately execute a Satisfaction of Judgment and return it to Mendocino
26 Railway for filing with the Court.

27 12. Upon receipt of the payment as set forth in paragraph 9 above, Defendant
28 Georgia-Pacific LLC shall immediately execute a Satisfaction of Judgment and return it to
Mendocino Railway for filing with the Court.

1 13. Upon the filing of the Satisfaction of Judgments executed by Defendant Georgia-
2 Pacific pursuant to paragraph 10, above, and Defendant Mendocino County Treasurer-Tax
3 Collector pursuant to paragraph 11, above, Mendocino Railway shall forthwith be entitled to a
4 Final Order of Condemnation condemning the Subject Property in fee simple for the public use
5 and purpose stated in the Complaint, to wit, for construction and maintenance of rail facilities
6 related to Mendocino Railway's ongoing and future freight and passenger rail operations and all
7 uses necessary and convenient thereto. Mendocino Railway to take all right, title, and interest in
8 and to the Subject Property, together with any and all improvements thereon, subject to all
9 encumbrances, easements, rights-of-way, servitudes, covenants or other matters of record or as
10 stated in the Stipulation for Entry of Judgment, as of August 13, 2021, whatever kind or nature,
11 without further notice to any party.

12 14. Pursuant to Section 1268.410 et seq. of the Code of Civil Procedure, the
13 Mendocino County Treasurer-Tax Collector shall prorate property taxes on the Subject Property
14 through November 4, 2021. Property taxes, if any, on the Subject Property for the period starting
15 November 5, 2021 shall be payable by Plaintiff.

16
17 DATED: 11/18/2021



Judge of the Superior Court

EXHIBIT A

EXHIBIT "A"

All that certain real property situated in the County of Mendocino, State of California, more particularly described as follows:

Tract One:

A parcel of land located in the City of Fort Bragg, County of Mendocino, State of California and being a portion of the West half of the Northwest quarter of the Northwest quarter of Section 18, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying Westerly of California State Highway One, more particularly described as follows:

Beginning at the Northwest corner of said Section 18; thence South 88° 17' 08" East, 283.93 feet along the Northerly line of said Section 18 to a point on the Westerly boundary of said Highway One; said point is on a 5,949.72 foot (Record 5,950 foot) radius curve to the right, a tangent at said point bears South 06° 06' 14" West, proceeding along the arc of said curve for a distance of 295.88 feet through an angle of 2° 50' 58" along said Highway boundary to a 6" x 6" concrete right-of-way monument, a tangent at this point bears South 8° 57' 12" West; thence South 54° 55' 00" West, 55.87 feet (Record South 53° 32' 50" West, 55.85 feet) to a 6" x 6" concrete right-of-way monument; thence North 56° 24' 33" West, 18.69 feet to 3/4" rebar with a plastic cap stamped L.S. 5940 at the Westerly end of cyclone fence to 3/4" rebar with a plastic cap stamped L.S. 5940 on the Westerly boundary of said Section 18; thence North 1° 18' 05" East, 194.66 feet along said Westerly boundary of Section 18 to the point of beginning.

Basis of bearings are in terms of California State Grid Zone 2. All distances are horizontal ground distances.

Excepting therefrom that portion described in the deed to the City of Fort Bragg recorded January 5, 2010 as Instrument No. 2010-00114, Mendocino County Records.

APN: 018-120-50

Tract Two:

A parcel of land located in the City of Fort Bragg, County of Mendocino, State of California and being a portion of the West half of the Southwest quarter of Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying Westerly of California State Highway One, more particularly described as follows:

Beginning at the Southwest corner of said Section 7; thence South 88° 17' 06" East, 283.93 feet along the Southerly line of said Section 7 to a point on the Westerly boundary of said Highway One; said point is on a 5,949.72 foot (Record 5,950 foot) radius curve to the left, a tangent at said point bears North 06° 06' 14" East, proceeding along the arc of said curve for a distance of 333.09 feet through an angle of 3° 12' 27" along said Highway boundary to a 6" x 6" concrete right-of-way monument; thence continuing along said Highway boundary North 2° 54' 12" East, 356.23 feet to a line that is an extension of the Southerly line of Cypress Street projected Westerly, thence along said projected line North 88° 41' 01" West, 312.49 feet to the West boundary of said Section 7; thence South 01° 18' 01" West, 686.66 feet along said West boundary of Section 7 to the point of beginning.

Basis of bearings of the hereinabove description are in terms of California State Grid, Zone 2. All distances are horizontal ground distances.

APN: 018-040-52

Tract Three:

Parcel One:

All that real property situate in Sections 12 and 13, Township 18 North, Range 18 West, Mount Diablo Base and Meridian, County of Mendocino, California, more particularly described as follows:

All of Lots 1, 2, 3, 4, and the East half of the East half of said Section 12, and that portion of Lot 1 of said Section 13 described as follows:

Beginning at the northeast corner of said Section 13, said corner marked by a 3/4" rebar with plastic cap stamped L.S. 5940; thence North 88° 51' 40" West, 342.41 feet along the section line common to said Sections 12 and 13 to a 3/4" rebar with plastic cap stamped L.S. 5940 in a cyclone fence; thence South 56° 18' 42" East 65.93 feet along said fence to a 3/4" rebar with plastic cap stamped L.S. 5940 at another fence corner; thence North 04° 05' 36" East, 23.80 feet along said fence to a 3/4" rebar with plastic cap stamped L.S. 5940 at another fence corner; thence South 55° 34' 22" East, 306.82 feet along said fence to a 3/4" rebar with plastic cap stamped L.S. 5940 on the East boundary of said Section 13; thence North 01° 18' 05" East, 194.66 feet along said East boundary of Section 13 to the point of beginning.

EXCEPTING from Lots 2 and 3 that part thereof conveyed to Charles Russell Johnson and Peter Lowe by Joint Tenancy Deed dated December 27, 1945, recorded November 15, 1946 in Volume 206 of Official Records, Page 51 et seq., Mendocino County Records.

ALSO EXCEPTING from Lot 2 that part thereof as described in the Deed executed by Boise Cascade Corporation to Fort Bragg Municipal Improvement District Number One, dated November 3, 1970, recorded December 18, 1970 in Book 834 Official Records, Page 517, Mendocino County Records.

ALSO EXCEPTING from the Northeast quarter of Section 12 that portion thereof deeded to Mendocino Coast Railways, Inc. recorded in Book 1656 Official Records, Page 378, Mendocino County Records.

ALSO EXCEPTING THEREFROM that portion described in the Deed to the City of Fort Bragg, recorded January 5, 2010 as Instrument No. 2010-00114, Mendocino County Records.

ALSO EXCEPTING those portions described in the Deeds to the City of Fort Bragg, recorded November 21, 2011 as Instrument No. 2011-16313 and recorded November 24, 2015 as Instrument No. 2015-15977, Official Records of Mendocino County.

ALSO EXCEPTING all that portion described as follows:

Commencing at the section corner common to Sections 6 and 7, Township 18 North, Range 17 West, and Sections 1 and 12, Township 18 North, Range 18 West, Mount Diablo Meridian; thence South 01°18'24" West along the range line, a distance of 460.05 feet to the POINT OF BEGINNING; thence continuing South 01°18'24" West along the range line, a distance of 237.38 feet; thence leaving said range line North 88°58'07" West, a distance of 29.03 feet; thence North 1° 18'24" East, a distance of 237.53 feet; thence South 88°41' 11" East, a distance of 29.03 feet to the POINT OF BEGINNING.

Parcel Two:

That portion of the West half of the Northwest Quarter of Section 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, described as follows:

Beginning at the corner to Sections 1 and 12, Township 18 North, Range 18 West, and Sections 6 and 7, Township 18 North, Range 17 West, Mount Diablo Base and Meridian; and running thence South along the Range line 2640 feet to a point in the City Limit on the South side of Fort Bragg, according to the "Map of the City of Fort Bragg, showing the Town Lots" tiled February 15, 1910 in Map Case 1, Drawer 3, Page 44, Mendocino County Records; thence East along said City Limit 380 feet to a point in the West line of Main Street; thence North along said West line 1260 feet to a point in the South line of Oak Avenue; thence West along said South line 200 feet; thence North 980 feet to a point in the North line of Redwood Avenue; thence East along the North line of Redwood Avenue 200 feet to the West line of Main Street; thence North along said West line 119.50 feet to the Northeast corner of a strip of land described in a Deed from Coast National Bank in Fort Bragg to Union Lumber Company, dated November 9, 1955, recorded in Book 413 of Official Records, Page 502, Mendocino County Records; thence West along said North line 121 feet to a point in the West line of a parcel of land described in a Deed from Union Lumber Company to Coast National Bank of Fort Bragg, dated November 3, 1955, recorded in Book 413 of

Official Records, Page 500, Mendocino County Records; thence North along the West line of said parcel 38.50 feet to the Northwest corner thereof; thence East 121 feet to a point on the West line of Main Street and being the Northeast corner of a parcel of land described in a Deed from Union Lumber Company to the Bank of Fort Bragg, dated June 3, 1904, recorded in Book 97 of Deeds, Page 354, Mendocino County Records; thence North along the West line of Main Street 161.5 feet to the Southeast corner of a parcel of land described in a Deed from Union Lumber Company to the City of Fort Bragg, dated October 31, 1912, recorded in Book 133 of Deeds, Page 421, Mendocino County Records; thence West along the South line of said last mentioned Parcel 56 feet to its Southwest corner; thence North along its West line 42.5 feet to a point in the South line of a parcel of land described in a Deed from Union Lumber Company to Fort Bragg Commercial Bank, dated May 11, 1912, recorded in Book 131 of Deeds, Page 33, Mendocino County Records; thence West along the South line of said last mentioned Parcel 44 feet to its Southwest corner; thence North along its West line 35 feet to its Northwest corner; thence West 280 feet to the point of beginning.

EXCEPTING THEREFROM the following:

1. That portion described in the Deed to City of Fort Bragg, recorded January 9, 1985, in Book 1489, Page 317, Mendocino County Records.
2. That portion described in the Deed to California Western Railroad recorded November 19, 1987, in Book 1656 Official Records, Page 374, Mendocino County Records.
3. That portion described in the Deed to Mendocino Coast Railway recorded November 19, 1987, in Book 1656 Official Records, Page 378, Mendocino County Records.
4. Those portions described in the Deeds to Joe H. Mayfield, et ux, recorded October 31, 1984 in Book 1480 Official Records, Page 252 and recorded June 27, 1986 in Book 1566 Official Records, Page 363, Mendocino County Records.
5. Parcel 1 as shown on that certain Parcel Map of Division No. 3-84 filed October 23, 1984 in Map Case 2, Drawer 42, Page 23, Mendocino County Records.
6. Parcels 1, 2 and 3 as numbered and designated on the certain Parcel Map of Division 4-01 filed September 23, 2005 in Drawer 72 of Maps, Page 79, Mendocino County Records.
7. Those portions described in the Deeds to the State of California recorded February 19, 1999 as Serial #1999-03294 and Serial #1999-03295, Mendocino County Records.
8. All that portion as described as follows:

That certain real property situated in the City of Fort Bragg, County of Mendocino, State of California, and being a portion of the West one-half of the Northwest one-quarter of Section 7, Township 18 North, Range 17 West, Mount Diablo Meridian, more particularly described as follows:

The bearings used in this description are in terms of the California State Grid, Zone 2.

Beginning at a point where the West line of Main Street intersects the South line of Oak Avenue extended Westerly in the City of Fort Bragg, said point of beginning being 1380 feet South and 380 feet East of the section corner common to Sections 6 and 7, Township 18 North, Range 17 West, and Section 1 and 12, Township 18 North, Range 18 West, Mount Diablo Meridian; thence from said point of beginning and along the exterior boundary lines of the parcel of land to be described as follows:

South 01° 37' 54" West (Record= South) along the West line of said Main Street, 145.88 feet; thence leaving said street side line, North 85° 10' 18" West, 100.15; thence North 01° 37' 54" East (Record= North) and Parallel with the West line of said Main Street, 139.83 feet to a point in the South line of said Oak Avenue extended Westerly; thence South 88° 38' 00" East (Record =East) along said Oak Avenue side line, 100.00 feet to the point of beginning.

9. All that portion described as follows:

Commencing at the section corner common to Sections 6 and 7, Township 18 North, Range 17 West, and Sections 1 and 12, Township 18 North, Range 18 West, Mount Diablo Meridian; thence South 01°18'24" West along the range line, a distance of 460.05 feet to the POINT OF BEGINNING; thence leaving said range line, South 88°41'11" East, a distance of 179.92 feet; thence South 01 °21'03" West, a distance of 229.27 feet; thence North 87°51 '29" West, a distance of 12.77 feet; thence South 00°17'51" West, a distance of 21.09 feet; thence North 89°10'25" West, a distance of 74.38 feet; thence North 00°41'57" East, a distance of 9.95 feet; thence North 88°17'22" West, a distance of 10.04 feet; thence North 60°27'42" West, a distance of 7.99 feet; thence North 88°58'07" West, a distance of 75.78 feet to the range line; thence North 01 °18'24" East along the range line, a distance of 237.38 feet to the POINT OF BEGINNING.

Basis of Bearings: that certain Record of Survey filed in Drawer 72 of Maps at Pages 58-64, Mendocino County Records.

EXCEPTING FROM PARCELS ONE AND TWO ALL THAT LAND LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 6 AND 7, TOWNSHIP 18 NORTH, RANGE 17 WEST, AND SECTIONS 1 AND 12, TOWNSHIP 18 NORTH, RANGE 18 WEST, MOUNT DIABLO MERIDIAN; THENCE SOUTH 13°42'42" EAST, A DISTANCE OF 414.22 FEET TO THE SOUTHWEST CORNER OF PARCEL ONE AS SHOWN ON "PARCEL MAP OF DIVISION NO. 5-84" FILED IN MAP CASE 2, DRAWER 42, PAGE 59 MENDOCINO COUNTY RECORDS AND BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 88°41'11" WEST, A DISTANCE OF 1,809.58 FEET MORE OR LESS TO A POINT ON THE WEST BOUNDARY OF THE LANDS OF GEORGIA-PACIFIC CORPORATION.

Basis of Bearings: That certain Record of Survey filed in Drawer 72 of Maps at Pages 58-64, Mendocino County Records.

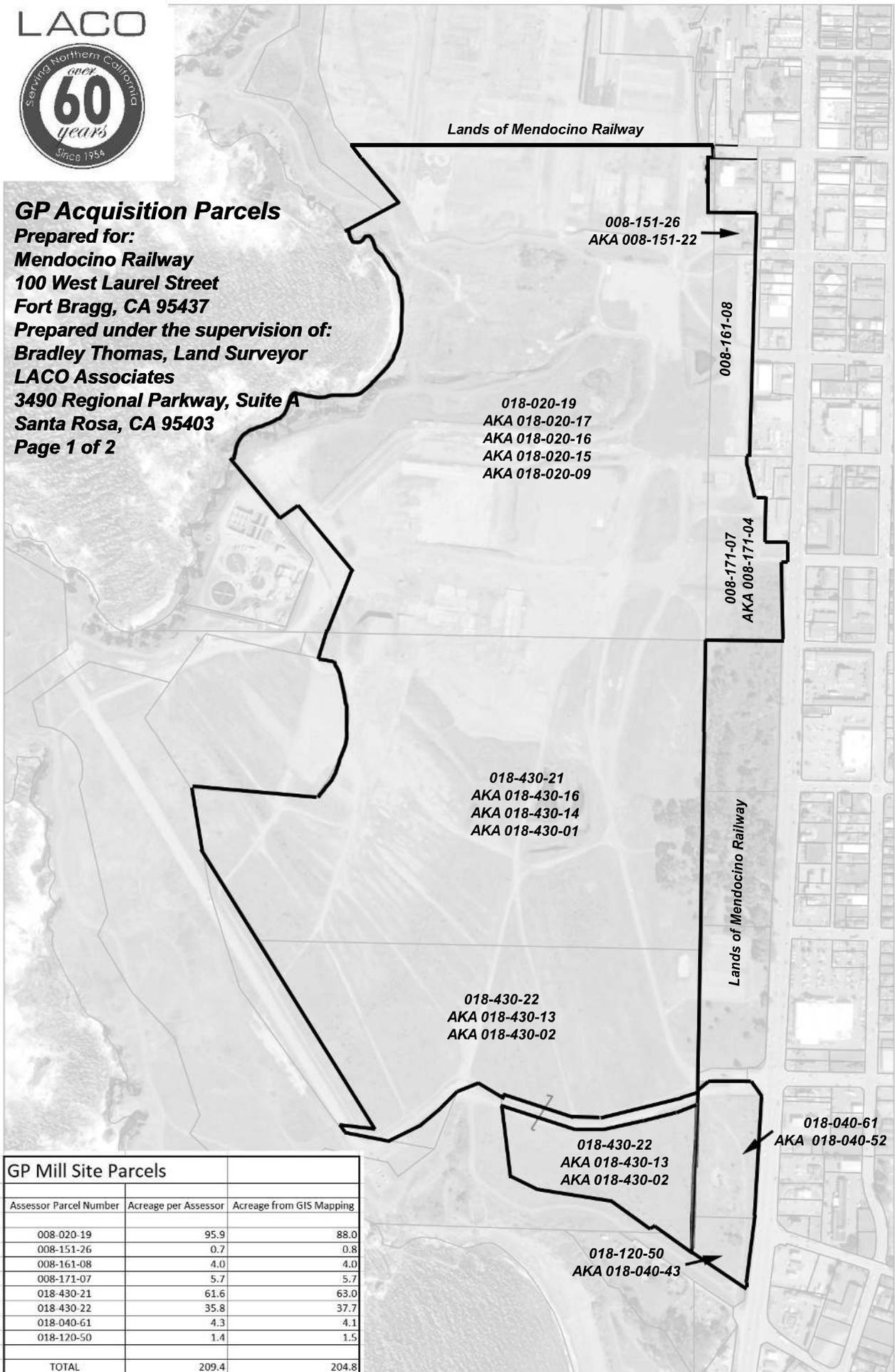
APN(s): 008-151-26, 008-161-08 and 008-171-07, 008-020-19, 008-430-21 and 008-430-22



GP Acquisition Parcels

**Prepared for:
Mendocino Railway
100 West Laurel Street
Fort Bragg, CA 95437**

**Prepared under the supervision of:
Bradley Thomas, Land Surveyor
LACO Associates
3490 Regional Parkway, Suite A
Santa Rosa, CA 95403
Page 1 of 2**



GP Mill Site Parcels		
Assessor Parcel Number	Acreage per Assessor	Acreage from GIS Mapping
008-020-19	95.9	88.0
008-151-26	0.7	0.8
008-161-08	4.0	4.0
008-171-07	5.7	5.7
018-430-21	61.6	63.0
018-430-22	35.8	37.7
018-040-61	4.3	4.1
018-120-50	1.4	1.5
TOTAL	209.4	204.8



The Parcel Areas were derived from Mendocino County Assessor Records and GIS mapping calculations. These Parcel Areas are to be considered approximate. A boundary line survey would be required for accurate Parcel Area determinations.

EXHIBIT B

EXHIBIT "B"

All that certain real property situated in the County of Mendocino, State of California, more particularly described as follows:

Tract One:

All that certain real property more particularly described in Exhibit B of the Grant Deed executed by Boise Cascade Corporation to Georgia-Pacific Corporation, under the heading of "Fort Bragg Properties, Township 18 North, Range 17 West, M.D.M., Section 6" in Parcel One, Parcel Two, Parcel Three and Parcel Eight, which deed recorded March 25, 1974 in Book 957 of Official Records, Page 108, Mendocino County Records, excepting therefrom that portion described in the Grant Deed executed by Georgia-Pacific Corporation to Michael S. Bennett, et al recorded November 29, 1989 in Book 1792 of Official Records, Page 432, Mendocino County Records.

APN: 020-550-02, 020-550-10, 020-550-11 and 020-550-x08

Tract Two:

All that certain real property more particularly described in Exhibit B of the Grant Deed executed by Boise Cascade Corporation to Georgia-Pacific Corporation, under the heading of "Fort Bragg Properties, Township 18 North, Range 17 West, M.D.M., Section 6" in Parcel Four and Parcel Six, which deed recorded March 25, 1974 in Book 957 of Official Records, Page 108, Mendocino County Records.

APN: 020-550-x08

GP Acquisition Parcels

Prepared for:

Mendocino Railway
 100 West Laurel Street
 Fort Bragg, CA 95437

Prepared under the supervision of:

Bradley Thomas, Land Surveyor
 LACO Associates
 3490 Regional Parkway, Suite A
 Santa Rosa, CA 95403
 Page 2 of 2

LACO



Pudding Creek Parcels		
Assessor Parcel Number	Acreage per Assessor	Acreage from GIS Mapping
020-550-02	45.0	44.1
020-550-08	4.8	12.8
020-550-10	0.6	0.6
020-550-11	11.9	11.9
008-070-31	8.1	0.5
TOTAL	70.4	69.9

The Parcel Areas were derived from Mendocino County Assessor Records and GIS mapping calculations. These Parcel Areas are to be considered approximate. A boundary line survey would be required for accurate Parcel Area determinations.

