

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made by and between SANDTON RAIL COMPANY, LLC ("Seller") and CITY OF ALLEN, TEXAS, a municipality located in Collin County, Texas ("Buyer"). Seller and Buyer are each a "Party" and collectively, the "Parties".

WHEREAS, Seller wishes to sell all of Seller's right, title and interest in and to the locomotive and the locomotive tender identified on Exhibit A and the associated parts as listed on Exhibit C (the "Unit") to Buyer, and Buyer wishes to purchase the same from Seller, upon the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase Price. The purchase price for the Unit is \$55,000.00 (the "Purchase Price"). In consideration for the sale of the Unit by Seller to Buyer, before the Closing Date (as defined below), the Buyer shall pay to Seller the Purchase Price via vendor direct deposit of immediately available funds to the following account:

Account Bank: Citibank N.A.  
Address: Citigroup Private Bank  
New York, NY 10043  
ABA No.: 021000089  
Account No.: 6797945817  
Account Name: Sandton Rail Company, LLC

2. Sale. Subject to the terms and conditions of this Agreement, upon Seller's receipt of the Purchase Price, Seller shall be deemed to have sold the Unit to Buyer, (a) free and clear of all Liens (as defined below) and (b) on the other terms set forth in this Agreement.
3. Allocation of Revenues and Expenses. As between Seller and Buyer, all revenue and expenses with respect to the Unit which are earned or incurred prior to the Closing Date shall be for the account of Seller and all revenues and expenses with respect to the Unit which are earned or incurred on or after the Closing Date shall be for the account of Buyer.
4. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:
  - (a) Corporate Existence, Power and Authority. Seller is a limited liability company organized, validly existing and in good standing under the laws of Delaware, and has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Authorization. The execution and delivery by Seller of this Agreement and the performance by Seller hereunder, have been duly authorized by all requisite corporate action of Seller. This Agreement has been duly executed and delivered by Seller, and this Agreement is, and the Bill of Sale (in the form attached hereto as Exhibit B) when executed and delivered by Seller to Buyer will be, the legal, valid and binding obligation of Seller.

(c) Unit. Seller is the lawful owner of the Unit, and has good and marketable title to the Unit, free and clear of all liens, security interests or encumbrances arising by, through or under Seller ("Liens").

5. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Existence, Power and Authority. Buyer is a validly existing municipality located in Collin County, Texas, and Buyer has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Authorization. The execution and delivery by Buyer of this Agreement and the performance by Buyer hereunder, have been duly authorized by all requisite corporate action of Buyer. This Agreement has been duly executed and delivered by Buyer, and this Agreement is the legal, valid and binding obligation of Buyer.

6. Condition of Unit. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 4 OF THIS AGREEMENT, BUYER AGREES THAT THE UNIT SHALL BE SOLD TO BUYER BY SELLER "AS-IS, WHERE-IS," WITHOUT ANY OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, AND SELLER SHALL NOT, BY VIRTUE OF HAVING SOLD THE UNIT TO BUYER, BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OPERABILITY, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE UNIT. BUYER HAS HAD THE OPPORTUNITY TO AND HAS INSPECTED, TO ITS SATISFACTION, THE UNIT AND HAS DETERMINED, IN ITS SOLE AND ABSOLUTE DISCRETION, TO PROCEED WITH THIS PURCHASE.

7. Terms of Sale. The Unit is being sold "AS IS, WHERE IS". Upon Seller's receipt of the Purchase Price, Seller shall be deemed to have delivered the Unit wherever located, and Buyer shall be deemed to have taken delivery of and accepted the Unit from Seller wherever located and pursuant to the terms of this Agreement and the Bill of Sale, without any further action on the part of Buyer or Seller. From and after the Closing Date, Buyer warrants that it shall (a) be solely responsible for any storage fees, switching charges and any other costs and expenses associated with respect to the Unit, including with respect to removal of the Unit from the San Luis & Rio Grande Railroad, Inc.(the "Debtor"), (b) cause the removal without exception of the Unit (including for the avoidance of doubt, all

pieces and parts thereof) from the Debtor's premises prior to the close of the Debtor's bankruptcy case and (c) have liability insurance covering the removal of the Unit at the time of removal and shall provide evidence thereof (including listing William A. Brandt, Jr, Chapter 11 Trustee in In re San Luis & Rio Grande Railroad, Inc. as an additional insured) to Seller prior to removal of the Unit.

8. Special Conditions. The following special conditions, if any, apply to this Agreement: NONE.

9. Closing. The closing of the transaction contemplated hereby (the "Closing") shall occur on or before February 28, 2020 or on such other date as Seller and Buyer shall mutually agree in writing (the date on which the Closing occurs, the "Closing Date"), at such location as shall be agreed upon by Buyer and Seller. Upon Seller's receipt of the Purchase Price, Seller shall provide Buyer with the Bill of Sale executed by Seller.

10. Taxes.

(a) Seller shall be liable for, and shall indemnify and hold Buyer harmless against (i) all federal, state, local and foreign income, capital gains, franchise, transfer, documentary stamp, sales, value added (VAT), use, registration, property, *ad valorem* or other taxes, assessments and charges imposed by any governmental body ("Taxes") upon or with respect to Seller and/or the Unit for the period prior to the Closing Date, (ii) all Taxes on or measured by the net income of Seller, and (iii) all filings related thereto.

(b) Buyer shall be liable for, and shall to the extent allowed by law, indemnify and hold Seller harmless against (i) all sales, use, transfer or similar taxes, if any, imposed or assessed in connection with the sale and transfer of the Unit in accordance with this Agreement and the Bill of Sale ("Transfer Taxes"), (ii) all other Taxes upon or with respect to Buyer and/or the Unit for the period on and after the Closing Date, and (iii) all filings related thereto.

(c) Seller and Buyer agree to provide each other with such documents, instruments and certificates as either of them may reasonably request in connection with any claim for exemption from the payment of any Taxes or Transfer Taxes. For the avoidance of doubt, Buyer shall either (i) pay all Transfer Taxes to Seller on the Closing Date or (ii) provide Seller satisfactory evidence of Buyer's exemption from such Transfer Taxes on or before the Closing Date.

(d) Neither Seller nor Buyer shall be responsible for any interest, penalty or fine incurred due to the other Party's failure to file, or timely file, any return or pay any tax in accordance with Section 10.

11. Indemnities.

(a) Buyer, on an after-tax basis, will indemnify, to the extent allowed by the laws of the state of Texas, Seller and hold Seller harmless from any liability, loss,

cost or expense ("Claim"), including reasonable attorneys' fees, which shall result from (i) the incorrectness of any representation or breach of any warranty of Buyer contained in this Agreement or in any other document delivered by Buyer in connection with the transactions contemplated by this Agreement; (ii) a breach by Buyer of any of its covenants or agreements contained in this Agreement or in any other document delivered by Buyer in connection with the transactions contemplated by this Agreement; or (iii) any Claim asserted against Seller relating to any damage to property or injury or death caused by the Unit on or after the Closing Date. Upon payment of such indemnity, Buyer shall be subrogated to Seller's rights against any third parties respecting the Claim. Nothing in this Agreement shall act as a waiver of any applicable immunities of Buyer under the laws of the state of Texas.

(b) Seller, on an after-tax basis, will indemnify Buyer and hold it harmless from any Claim, including reasonable attorneys' fees, which shall result from (i) the incorrectness of any representation or breach of any warranty of Seller contained in this Agreement or in any other document delivered by Seller in connection with the transactions contemplated by this Agreement; (ii) a breach by Seller of any of its covenants or agreements contained in this Agreement or in any other document delivered by Seller in connection with the transactions contemplated by this Agreement; or (iii) any Claim asserted against Buyer relating to any damage to property or injury or death caused by the Unit during Seller's ownership of the Unit. Upon payment of such indemnity, Seller shall be subrogated to Buyer's rights against any third parties respecting the Claim.

(c) A Party seeking indemnification pursuant to Sections 11(a) or 11(b) above (an "Indemnified Party") shall give prompt notice to the Party from whom such indemnification is sought (the "Indemnifying Party") of the assertion of any Claim, or the commencement of any action, suit or proceeding, in respect of which indemnity may be sought hereunder and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but any failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual prejudice thereby). The Indemnifying Party may, at its expense, participate in or assume the defense of any such action, suit or proceeding involving a third party; provided, however, that such defense is conducted with counsel reasonably satisfactory to the Indemnified Party and the Indemnifying Party. The Indemnified Party and the Indemnifying Party shall consult with each other regarding the conduct of such defense. The Indemnified Party shall have the right (but not the duty) to participate in the defense thereof, and to employ counsel, at its own expense (except that the Indemnifying Party shall pay the fees and expenses of such counsel to the extent that there is a conflict of interest between the Indemnified Party and the Indemnifying Party which is material to the Claim and unrelated to the indemnification obligation contained herein), separate from counsel employed by the Indemnifying Party in any such action. The Indemnifying Party shall be liable for the fees and expenses of counsel employed by the Indemnified Party if the Indemnifying Party has not assumed the defense thereof. Whether or not the

Indemnifying Party chooses to defend or prosecute any claim involving a third party, Buyer and Seller shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend at such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith. The Indemnifying Party shall not be liable under Sections 11(a) or 11(b) for any settlement effected without its consent (which shall not be unreasonably withheld) in any claim, litigation or proceeding in respect of which indemnity may be sought hereunder.

12. Reporting Mark. The Unit is marked with the "SDCX" reporting mark (the "Reporting Mark"). Seller is not selling to Buyer, and Buyer is not purchasing from Seller, any rights in the Reporting Mark. Following the Closing Date, Buyer shall not move or otherwise use the Unit until (i) the Reporting Mark is removed from the Unit and Buyer's reporting mark and road number are placed on the Unit at Buyer's expense, if required by applicable law, (ii) all information pertaining to the Reporting Mark is removed from the AEI tag for the Unit and the AEI tag is reprogrammed at Buyer's expense if required by applicable law and (iii) all UMLER information is updated to reflect such changes at Buyer's expense, if required by applicable law.

13. Expenses. Whether or not the transaction contemplated hereby is consummated, each Party shall be responsible for and shall pay its own expenses in connection with this Agreement and the transaction contemplated hereby, including without limitation the fees, commissions and disbursements of its counsel, brokers and agents, if any. Each Party agrees to indemnify and hold the other Party harmless from and against any claims for expenses, including without limitation broker's commissions and finder's fees, if any, arising directly out of the acts of such Party and for expenses (including reasonable attorney's fees) and costs relating to such claims. Buyer represents and warrants to Seller that Buyer has not incurred any obligation or liability for brokerage or finders' fees or agents, commissions or like payment in connection with this Agreement or the transaction contemplated hereby. Seller represents and warrants to Buyer that (i) Seller is responsible for payment to OMR of any commission, if any, in connection with the sale of the Unit pursuant to this Agreement, and (ii) that Seller has not incurred any other obligation or liability for brokerage or finders' fees or agents, commissions or like payment in connection with this Agreement or the transaction contemplated hereby.

14. Survival of Representations and Warranties. The representations, warranties, covenants and agreements made in this Agreement, in the Bill of Sale and in any other document delivered in connection herewith shall survive the Closing and the consummation of the transaction contemplated by this Agreement.

15. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and OMR and their respective successors and permitted assigns, provided, however, that neither Party nor OMR shall assign this Agreement prior to the Closing Date to any other person or entity without the prior written consent of both Parties. No assignment of this Agreement or of any rights hereunder shall relieve the assigning Party or OMR (as applicable) of any of its obligations or liabilities hereunder, without the prior written consent of both Parties.

16. Severability. Any term, condition or provision of this Agreement which is, or is deemed to be, void, prohibited, or unenforceable in any jurisdiction is, as to such jurisdiction, severable herefrom, and is ineffective to the extent of such avoidance, prohibition and unenforceability without in any way invalidating the remaining terms, conditions and provisions hereof. Any such avoidance, prohibition and unenforceability in any jurisdiction does not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

17. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement and understanding among the Parties and OMR with respect to the subject matter contained herein and supersedes all prior agreements, understandings and representations, oral or written with respect to the subject matter hereof. No provision of this Agreement or any Exhibit hereto, may be amended, modified or waived except by written agreement duly executed by both of the Parties.

18. Governing Law and Jurisdiction. **THIS AGREEMENT AND THE BILL OF SALE SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS DOCTRINE). THE STATE DISTRICT COURT OF COLLIN COUNTY, TEXAS SHALL HAVE EXCLUSIVE JURISDICTION IN RELATION TO ANY CLAIM, DISPUTE OR DIFFERENCE CONCERNING THIS AGREEMENT, THE BILL OF SALE, THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY AND ANY MATTER ARISING THEREFROM. VENUE FOR ANY ACTION ARISING FROM THIS AGREEMENT SHALL BE IN THE STATE DISTRICT COURT OF COLLIN COUNTY, TEXAS. THE PARTIES AGREE TO SUBMIT TO THE PERSONAL AND SUBJECT MATTER JURISDICTION OF SAID COURT. BUYER, SELLER AND OMR SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO OBJECT TO ANY ACTION BEING BROUGHT IN THOSE COURTS, TO CLAIM THAT THE ACTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, OR TO CLAIM THAT THOSE COURTS DO NOT HAVE JURISDICTION.**

19. Waiver of Jury Trial. **EACH PARTY AND OMR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE BILL OF SALE AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

20. Notice. All communications under this Agreement shall be in writing or by email, and any such notice shall become effective (a) upon personal delivery thereof, including, without limitation, by overnight mail or courier service, (b) five (5) days after the date on which it shall have been mailed by United States mail (by certified mail, postage prepaid, return receipt requested), or (c) in the case of notice by email, when received, addressed to each Party at the following addresses:

If to Seller:

Sandton Rail Company, LLC  
c/o Sandton Capital Partners LP  
16 West 46th Street, 11th Floor  
New York, NY 10036  
Attention: Robert Rice/Thomas Flynn  
Email: [rrice@sandtoncapital.com](mailto:rrice@sandtoncapital.com) and [tflynn@sandtoncapital.com](mailto:tflynn@sandtoncapital.com)

With a copy to :

Ronald S. Beacher  
Pryor Cashman LLP  
7 Times Square  
New York, NY 10036-7311  
Email: [rbeacher@pryorcashman.com](mailto:rbeacher@pryorcashman.com)

If to Buyer:

City of Allen, Texas  
305 Century Parkway  
Allen, Texas 75013-8042  
Attention: Eric Ellwanger  
Email: [eellwanger@cityofallen.org](mailto:eellwanger@cityofallen.org)

With copy to:

Peter G. Smith  
City Attorney  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard Street  
Dallas, Texas 75201  
214.965.9900 - telephone  
214.965.0010 - fax

If to OMR:

Ozark Mountain Railcar  
PO Box 167  
Kirbyville, MO 65670  
Attn: John Suscheck/CEO  
Email: [sales@ozarkmountainrailcar.com](mailto:sales@ozarkmountainrailcar.com)

or to any other address as may be given by either Party or OMR to the other Part(ies) by notice pursuant to the provisions of this Section 20.

21. Counterparts. This Agreement may be executed in any number of counterparts, but all of such counterparts together shall constitute one and the same agreement. This Agreement may be executed and delivered in a pdf format by email, and such signature shall have the same force and effect as an original signature on such document. This Agreement may be executed using a digital signature.

22. Further Assurances. Without any further consideration, Seller and Buyer each agrees to execute, acknowledge, deliver, file and record, or cause to be executed, acknowledged, delivered, filed and recorded, such further documents or other papers, and to do all such things and acts, as the other Party may reasonably request, and at such other Party's cost, in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby. Seller shall send to Buyer, upon Seller's receipt thereof, all notices, communications and any other documents with respect to the Unit relating to the period following the Closing Date which Seller receives on or subsequent to the Closing Date and Buyer shall send to Seller, upon Buyer's receipt thereof, all notices, communications and any other documents with respect to the Unit relating to the period before the Closing Date which Buyer receives on or subsequent to the Closing Date.

23. OMR's Liability. It is specifically understood and agreed to by both Parties that OMR has made no representations whatsoever based on its knowledge of the Unit and has made no investigation to verify any representations made by either Buyer or Seller. Further, it is agreed by both Buyer and Seller to waive any and all claims they may have against OMR as a result of the sale of the Unit, except for (a) the obligations of OMR under this Agreement and (b) any actions or inactions of OMR constituting gross negligence or willful misconduct by OMR.

24. Section Headings. The section headings contained in this Agreement are for convenience of reference only, and shall not effect in any way the meaning or interpretation of this Agreement.

25. Buyer to Sign Agreement. Buyer acknowledges that it has thoroughly read and reviewed this Agreement and understands the terms set forth herein. This Agreement shall be null and void and of no further force and effect unless this Agreement is executed by Buyer and delivered to OMR on or before February 26, 2020. Upon OMR's receipt of this Agreement executed by Buyer, OMR shall promptly provide the same to Seller.

[Signature Page Follows]



IN WITNESS WHEREOF, Seller and Buyer have each executed this Purchase and Sale Agreement as of February 24, 2020.

SELLER:

SANDTON RAIL COMPANY, LLC

By: 

Name: Robert Rice  
Title: Authorized Signatory

BUYER:

CITY OF ALLEN, TEXAS

By: 

Name: Eric Ellwanger  
Title: City Manager, City of Allen, Texas

AGREED TO AND ACCEPTED:

MISSOURI RAIL GROUP, LLC d/b/a OZARK MOUNTAIN RAILCAR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Seller and Buyer have each executed this Purchase and Sale Agreement as of February\_, 2020.


SELLER:

SANDTON RAIL COMPANY, LLC

By: \_\_\_\_\_  
Name: Robert Rice  
Title: Authorized Signatory

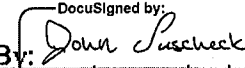
BUYER:

CITY OF ALLEN, TEXAS

By:   
Name: Eric Ellwanger  
Title: City Manager, City of Allen, Texas

AGREED TO AND ACCEPTED:

MISSOURI RAIL GROUP, LLC d/b/a OZARK MOUNTAIN RAILCAR

DocuSigned by:  
By:   
Name: Dawn Puscheck  
Title: CEO

2/24/2020 | 10:56 AM CST

**EXHIBIT A TO  
PURCHASE AND SALE AGREEMENT**

**UNIT**

**One (1) American Locomotive Company (ALCO) 2-8-0 steam locomotive #20 marked as follows:**

| <u>Car Mark</u> | <u>Road Number</u> |
|-----------------|--------------------|
| SDCX            | 20                 |

One (1) locomotive tender accompanying locomotive #20

**EXHIBIT B TO**  
**PURCHASE AND SALE AGREEMENT**

**FORM**  
**OF**  
**BILL OF SALE**

**BILL OF SALE**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, SANDTON RAIL COMPANY, LLC (the "Company") does hereby sell, assign and transfer unto CITY OF ALLEN, TEXAS ("Buyer"), and its successors and assigns, the unit of railroad equipment described in Schedule 1 (the "Equipment").

The Company hereby warrants that it has good and marketable title to the Equipment free and clear of all liens, security interests or encumbrances arising by, through or under the Company.

This Bill of Sale is being delivered in connection with the Purchase and Sale Agreement between the Company and Buyer dated as of 2/24, 2020 (the "Agreement"). The Equipment shall be deemed to be delivered in the jurisdiction where it is located.

Except as expressly set forth herein or in the Agreement, the sale of the Equipment is on an "as is", "where is", with "no representations or warranties" basis.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the [redacted] day of [redacted], 2020.

SANDTON RAIL COMPANY, LLC

By: \_\_\_\_\_  
Name: Robert Rice  
Title: Authorized Signer

ACKNOWLEDGED AND ACCEPTED:

CITY OF ALLEN, TEXAS

By: [Signature]

Name: Eric Ellwanger

Title: City Manager, City of Allen, Texas

**SCHEDULE 1 TO BILL OF SALE**

One (1) American Locomotive Company (ALCO) 2-8-0 steam locomotive marked as follows:

| <u>Car Mark</u> | <u>Road Number</u> |
|-----------------|--------------------|
| SDCX            | 20                 |

One (1) locomotive tender accompanying locomotive #20

The following parts are identified as belonging to One (1) American Locomotive Company (ALCO) 2-8-0 steam locomotive #20 marked as follows:

1. Bell
2. Wood pilot
3. Steel pilot
4. Smoke box front
5. Main rods
6. 2 to 3 side rod
7. Side rods
8. Eccentric cranks
9. Left piston
10. Right valve cover
11. Tender steps
12. Water and air pump steps
13. Injector body and water column
14. Original sand dome
15. Spring rigging parts
16. Brake valve parts
17. Brake valves
18. Piston covers
19. Headlights
20. 2 to 3 side rod located in Utah

Contact: Michael Manwiller  
Chief Mechanical Officer  
Heber Valley Railroad  
450 South 600 West  
Heber City, Utah 84032  
435-503-1169

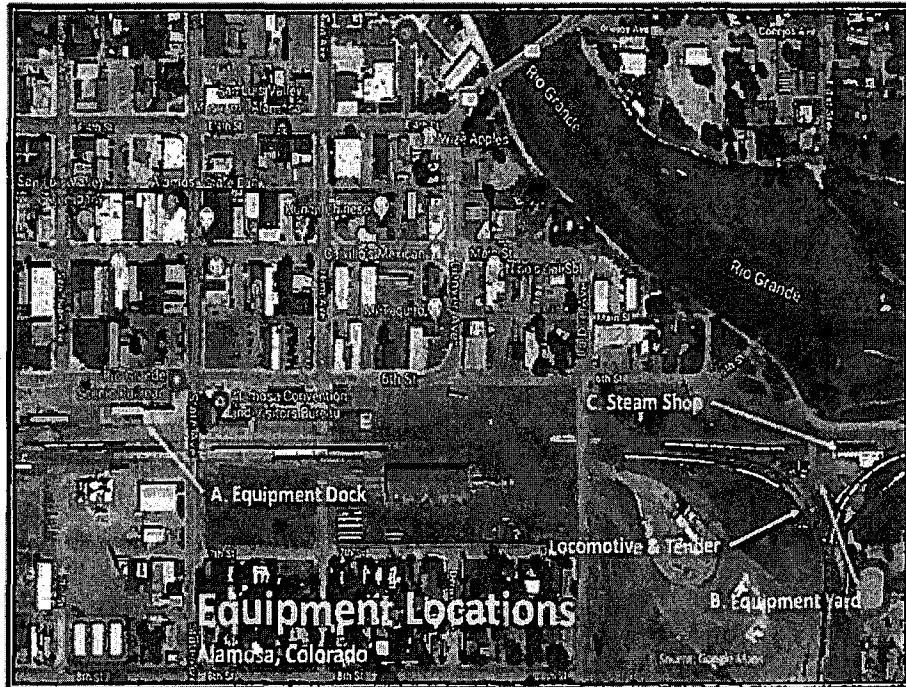
**EXHIBIT C TO  
PURCHASE AND SALE AGREEMENT**

The following parts are identified as belonging to One (1) American Locomotive Company (ALCO) 2-8-0 steam locomotive #20 marked as follows:

1. Bell
  2. Wood pilot
  3. Steel pilot
  4. Smoke box front
  5. Main rods
  6. 2 to 3 side rod
  7. Side rods
  8. Eccentric cranks
  9. Left piston
  10. Right valve cover
  11. Tender steps
  12. Water and air pump steps
  13. Injector body and water column
  14. Original sand dome
  15. Spring rigging parts
  16. Brake valve parts
  17. Brake valves
  18. Piston covers
  19. Headlights
  20. 2 to 3 side rod located in Utah
- Contact: Michael Manwiller  
Chief Mechanical Officer  
Heber Valley Railroad  
450 South 600 West  
Heber City, Utah 84032  
435-503-1169

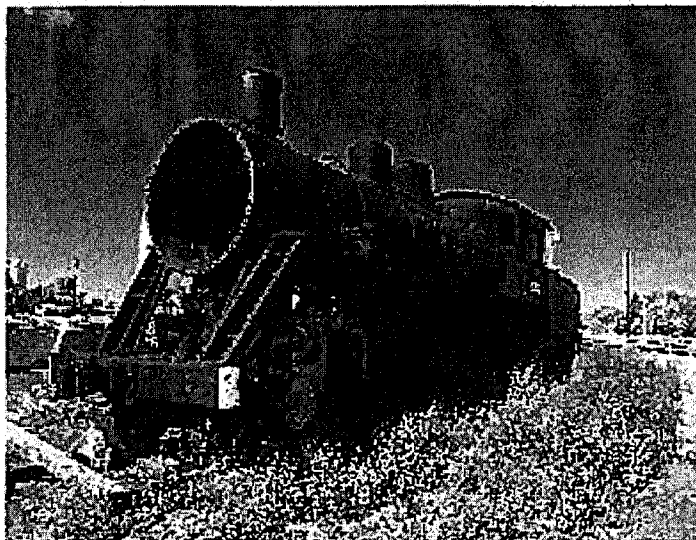
All equipment and parts, except for a single 2-to-3 side rod are located on the grounds of the San Luis & Rio Grande Railroad, 601 State Avenue, Alamosa, CO 81101. Refer to Equipment Locations map.

**Location (coordinates): 37.465968, -105.857729 (source: Google Maps)**



**Equipment included in Sale:**

**A. Locomotive**



**Location: See Equipment Locations Map**

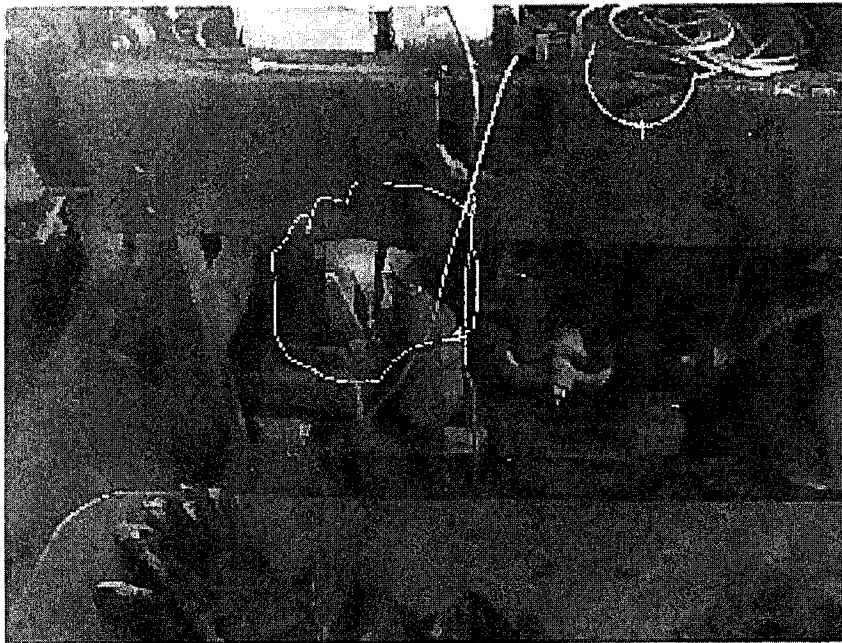


**B. Tender**



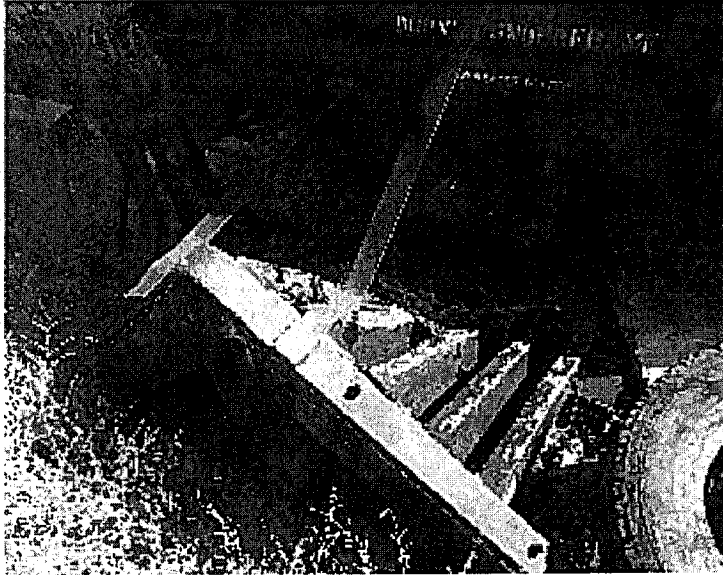
Location: See Equipment Locations Map

**1. Bell**



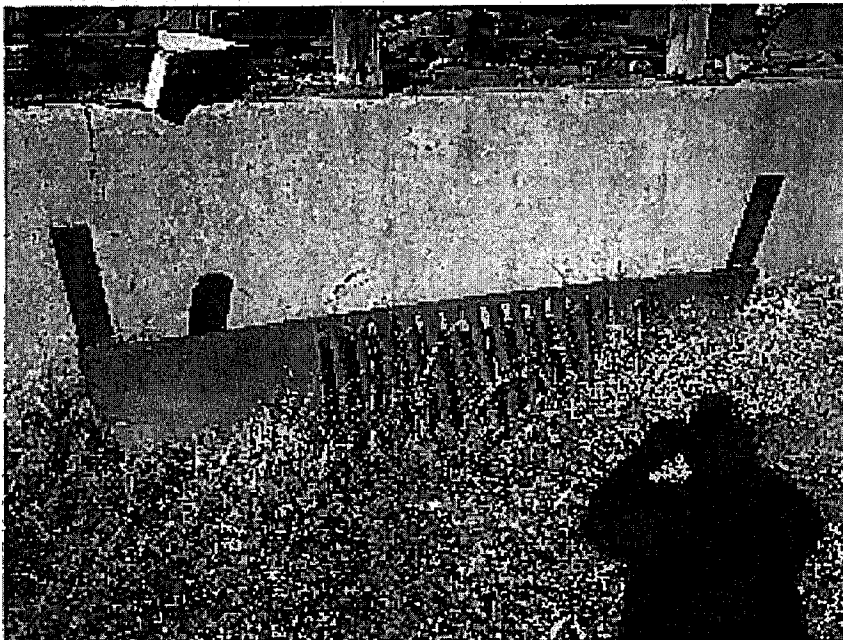
Location: C. Steam Shop inside

**2. Wood Pilot**



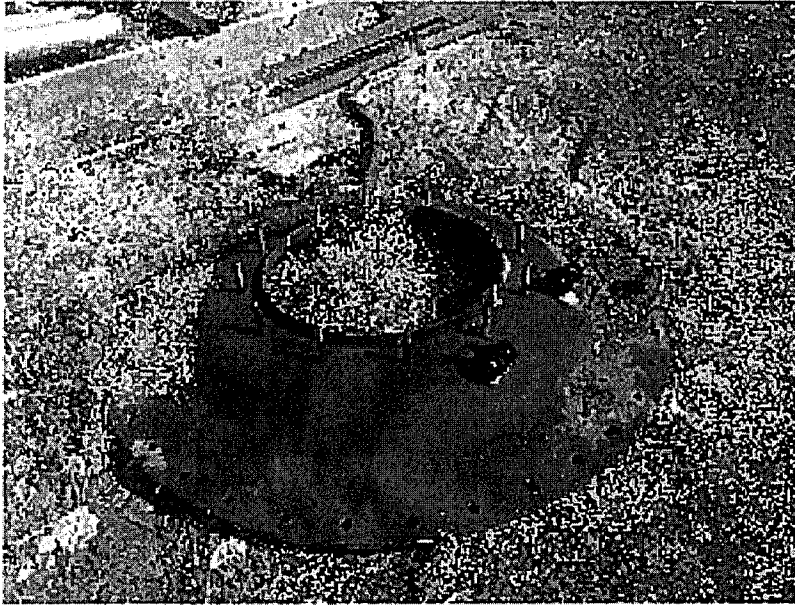
Location: B. Equipment Yard

**3. Steel Pilot**



Location: A. Equipment Dock

**4. Smoke Box Cover**



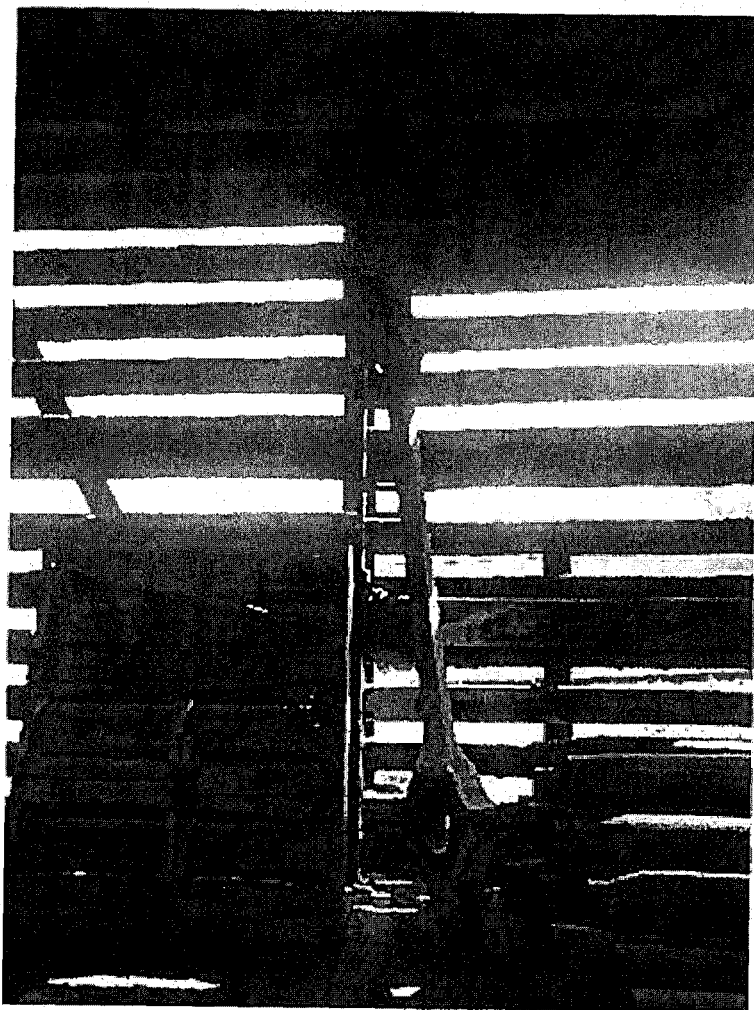
Location: B. Equipment Yard

**5. Main Rods**



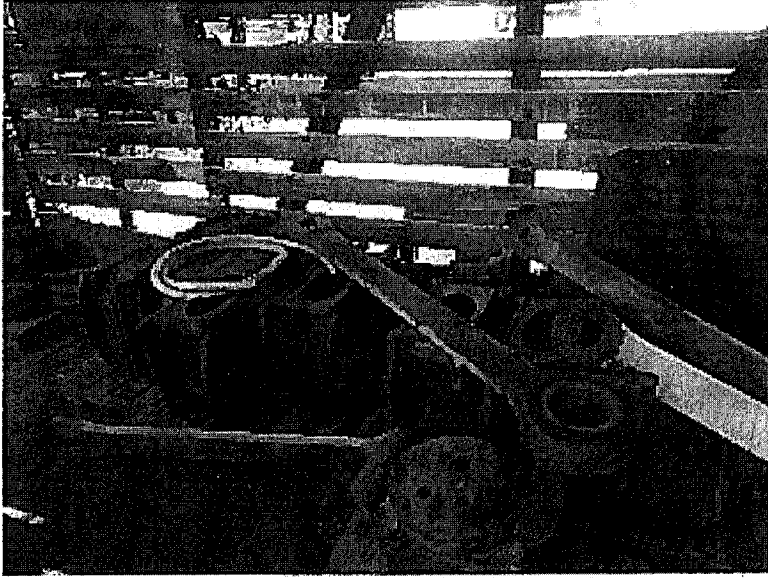
Location: C. Steam Shop outside on south side

**6. 2 to 3 Side Rod**



Location: B. Equipment Yard, inside box car

**7. Side Rods**



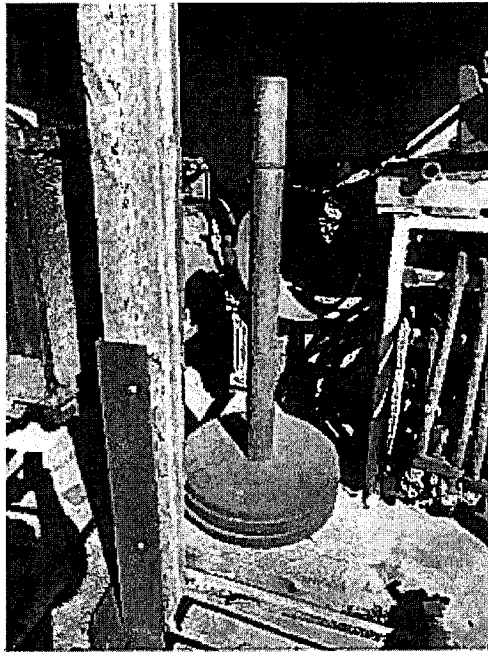
Location: B. Equipment Yard

**8. Eccentric Cranks**



Location: A. Equipment Dock

**9. Left Piston**



Location: A. Equipment Dock

**10. Right Valve Cover**



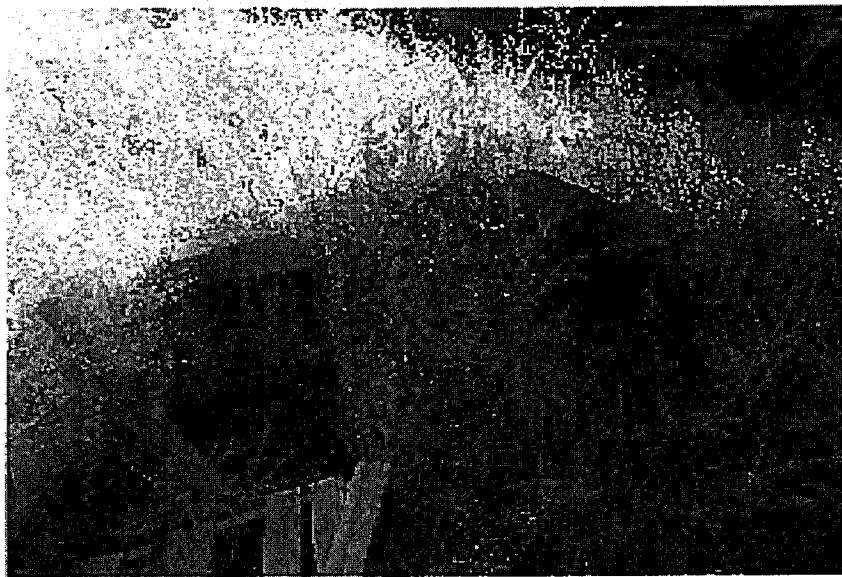
Location: C. Steam Shop

**11. Tender Steps**



Location: C. Steam Shop outside on south side

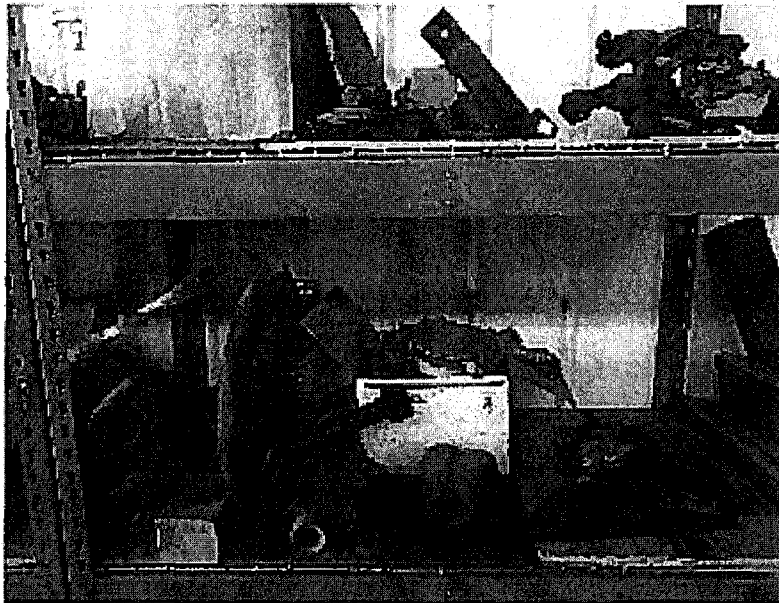
**12. Water Pump and Air Pump Steps**



Location: B. Equipment Yard



**13. Injector Body and Water Column**



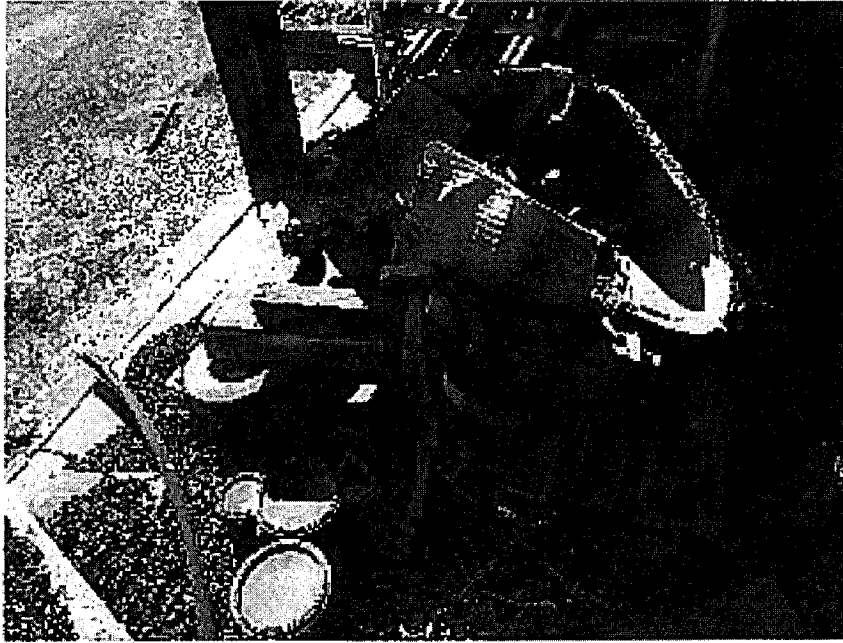
Location: C. Steam Shop inside

**14. Original Sand Dome**



Location: A. Equipment Dock

**15. Spring Rigging Parts**



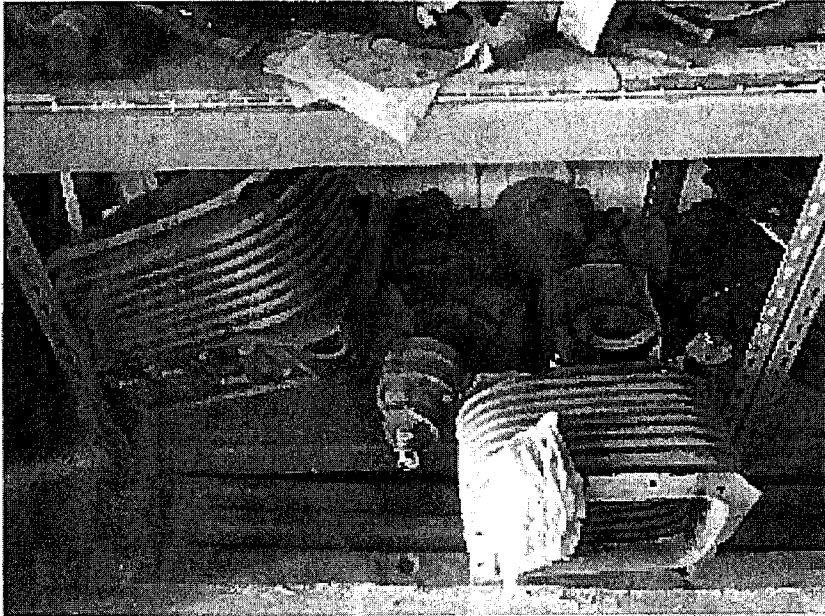
Location: A. Equipment Dock

**16. Brake Valve Brackets/Parts**



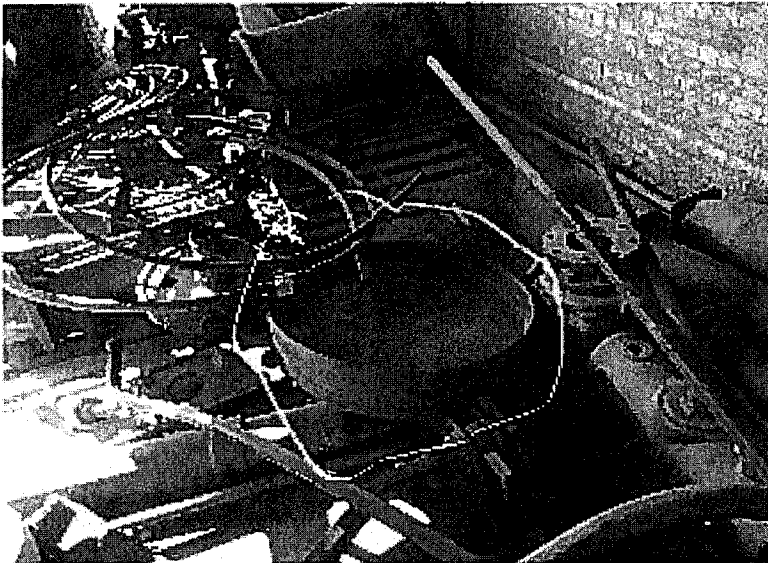
Location: C. Steam Shop inside

**17. Brake Valves**



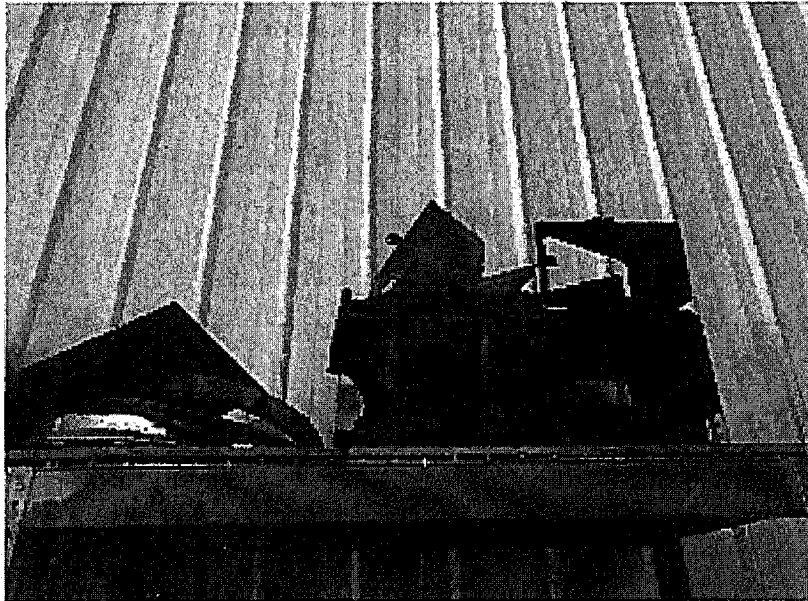
Location: C. Steam Shop inside

**18. Piston Covers**



Location: A. Equipment Dock

## 19. Headlights



Location: C. Steam Shop inside

## 20. 2 to 3 Drive Rod

(No picture available)

Location: **Heber Valley Railroad**  
Address: 450 S 600 W, Heber City, UT 8403  
Phone: (435) 654-5601  
Website: <http://hebervalleyrr.org>  
Contact: **Mike Manwiller**, Chief Mechanical Officer  
[mmanwiller@msn.com](mailto:mmanwiller@msn.com)