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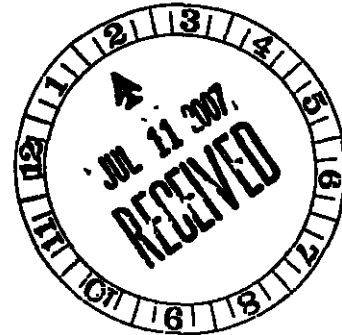
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851 Twelfth Street
Oakmont, PA 15139

July 11, 2007

Hon Vernon A Williams, Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001



Re AB-865-0-X, Honey Creek Railroad, Inc – Abandonment Exemption in Henry
County, Indiana

Dear Secretary Williams

Enclosed please find the original and ten copies of the Rebuttal Verified Statement of William E Smith, the Rebuttal Verified Statement of Ken Pritchard, and the Rebuttal Statement of Facts and Argument of Honey Creek Railroad and Reply to Motion to Reopen AB-865-X and Reconsider Decisions Therein and to Consolidate AB-865-X and FD 34869

219736 219737
Please time stamp the copy of this letter and return it in the self addressed, stamped envelope provided for that purpose. All copies of the foregoing documents have been served on all parties of record.

If there are any questions, please feel free to contact me

Very truly yours,

RICHARD R WILSON, P C

A handwritten signature in cursive script, reading 'Richard R. Wilson'.

Richard R. Wilson, Esq
Attorney for Honey Creek Railroad, Inc

RRW/bab
Enclosures
xc All parties of record

Before the
SURFACE TRANSPORTATION BOARD



219736

DOCKET NO AB-865-X

HONEY CREEK RAILROAD, INC - ABANDONMENT
IN HENRY COUNTY, INDIANA

and

219737

DOCKET NO FD-34869

HONEY CREEK RAILROAD, INC PETITION FOR DECLARATORY ORDER

**REBUTTAL STATEMENT OF FACTS AND ARGUMENT OF HONEY CREEK
RAILROAD AND REPLY TO MOTION TO REOPEN AB-865-X AND
RECONSIDER DECISIONS THEREIN AND TO CONSOLIDATE
AB-865-X AND FD 34869**

ENTERED
Office of Proceedings

JUL 11 2007

Part of
Public Record

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July 11, 2007

Before the
SURFACE TRANSPORTATION BOARD



DOCKET NO AB-865-X

HONEY CREEK RAILROAD, INC - ABANDONMENT
IN HENRY COUNTY, INDIANA

and

DOCKET NO. FD-34869

HONEY CREEK RAILROAD, INC. PETITION FOR DECLARATORY ORDER

**VERIFIED REBUTTAL STATEMENT OF
KEN PRITCHARD**

My name is Ken Pritchard I am a railroad marketing consultant affiliated with Transmark Associates, Inc , 300 E Walnut Street, Corydon, Indiana I work with a number of short line railroads in Ohio and Indiana. I have over 35 years of experience in the railroad industry including positions as Assistant Vice-President, Sales for the Erie Lackawanna Railroad Company (1972-1976), Regional Sales Manager for Consolidated Rail Corporation (1976-1987) and a sales consultant for Wheeling & Lake Erie Railroad Company, short line railroads and industrial rail customers (1989 to present). I am familiar with and have personal knowledge of the manner in which Class I rail carriers publish rates for corn and other grains throughout the mid-west. I am authorized to make this statement on behalf of Honey Creek Railroad, Inc

During the 1990s, Consolidated Rail Corporation, CSX Transportation, Inc and Norfolk Southern Corp each published common carrier tariffs containing a mileage scale

of commodity rates for corn and other grain for shipments originating in Indiana and other Midwestern states for delivery to out of state destinations based on the mileage between various origins and destinations. For example, Norfolk Southern published its mileage scale for corn rates in Norfolk Southern Railway Company – Freight Tariff NS 4400H (Exhibit A). This tariff applied to all Norfolk Southern stations in Indiana and other named states. Item 3 3000.00-B lists the commodities to which these scale rates applied including 01-132-15 Corn or Maise (not popcorn), shelled, dried. As you can see from Page 2 of the tariff, the rate scale established rates in dollars and cents per 2000 pounds in 10 mile increments and on Page 3 note 1 these prices applied only between NS stations assigned freight station accounting code numbers 1 through 66999. Reference to the Official Railroad Station List, OPSL 6000-P issued March 1, 1999 effective March 15, 1999 reveals that Sulphur Springs carried a Norfolk Southern freight station accounting code of 66051 and a Honey Creek Railroad accounting code of 3. Rates applicable to Muncie, Indiana applied to Sulphur Springs, IN and accordingly rates published in NS tariff 4400-H applied to corn originating at Sulphur Springs, Indiana for shipment to various destinations throughout the South. Thus, these two tariffs constitute the holding out of common carrier rail service by HCR and Norfolk Southern from Sulphur Springs, Indiana. Today, Norfolk Southern publishes a similar mileage scale of commodity rates for corn traffic originating in Indiana in PDF format on its website.

VERIFICATION

I, Ken Pritchard, declare under penalty of perjury that the foregoing is true and
correct.


Ken Pritchard

SUBJECT TO INCREASES AS PROVIDED IN ITEM 9.

SUPPLEMENT TO

NS 4400-H

NORFOLK SOUTHERN RAILWAY COMPANY

VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED, AND SUCCESSFUL TRANSPORTATION COMPANY IN THE WORLD

SUPPLEMENT 4

TO

FREIGHT TARIFF NS 4400-H

SUPPLEMENTS 1, 2, 3 AND 4 CONTAIN ALL CHANGES

LOCAL AND JOINT FREIGHT TARIFF
PUBLISHING RATES ON
GRAIN

FROM		TO	
Michigan	Tennessee	Michigan	Ontario
Ohio	Virginia	Mississippi	Virginia
Ontario		New York	

ALSO DISTANCE RATES BETWEEN STATIONS IN

ALABAMA	ILLINOIS	MASSACHUSETTS	NORTH CAROLINA
DISTRICT	INDIANA	MICHIGAN	OHIO
OF COLUMBIA	IOWA	MISSISSIPPI	PENNSYLVANIA
CONNECTICUT	KENTUCKY	MISSOURI	SOUTH CAROLINA
DELAWARE	LOUISIANA	NEW JERSEY	TENNESSEE
FLORIDA	MARYLAND	NEW YORK	VIRGINIA
GEORGIA			WEST VIRGINIA

THIS TARIFF ALSO APPLIES ON INTRASTATE TRAFFIC

GRAIN TARIFF

GOVERNED BY UNIFORM FREIGHT CLASSIFICATION (SEE ITEM 5).

ISSUED August 11, 1998

EFFECTIVE August 12, 1998

Issued By
J. H. HUBLESTON, MANAGER
PRICING SERVICES - NORFOLK SOUTHERN CORPORATION
110 Franklin Road, S.E.
Roanoke, VA 24042-0047

TARIFFS: 13469

(Over)

Exhibit A

SUPPLEMENT 4 TO TARIFF NS 4400-H

SECTION 3
MILEAGE RATES FROM AND TO POINTS ON NS

Item	3:3000.00-B Commodity	01-131-10	- BARLEY
		01-132-10	CORN -NOT POPCORN-, IN THE EAR, DRIED
		01-132-15	CORN OR MAIZE (NOT POPCORN), SHELLD, DRIED
		01-133-10	OATS
		01-135-10	RYE
		01-136-55	MILO (MILO MAIZE)
		01-136-90	SORGHUM GRAIN, NEC
		01-137-10	WHEAT
		01-137-20	WHEAT, DURUM, AMBER OR RED
		01-139-10	BUCKWHEAT
		01-139-25	MILLET, OTHER THAN MILLET SEED
		01-139-30	GRAIN SCREENINGS, UNGROUND
		01-139-90	GRAIN, NEC
		01-144-10	SOYBEANS, DRIED
		01-144-15	SOYABEANS, FRESH
		01-144-20	SCREENINGS, SOYBEAN, NOT GROUND NCR PROCESSED
		01-149-40	SEEDS, SUNFLOWER
		20-418-54	GRAIN DUST

APPLICABLE BETWEEN STATIONS ON NORFOLK SOUTHERN RAILWAY
ROUTED VIA NS DIRECT

Rates are applicable only between NS stations for which Rate Basis numbers are provided in Tariffs ICC RPS 1008-series, ICC RPS 1009-series, ICC RPS 1010-series, ICC RPS 1011-series, ICC WTL 1000-series, ICC WTL 1001-series, ICC WTL 1002-series or ICC WTL 1003-Series and points taking the same rates in National Rate Basis Tariff ICC NRB 6000-Series.

To determine a rate from a given origin to a given destination find the Rate Basis Number applicable from point of origin to point of destination disregarding letter suffix, if any, and then apply the rate provided for that rate basis number shown below.

RATES IN DOLLARS AND CENTS PER 2000 POUNDS

RATE BASIS NUMBER	COLUMN 1	COLUMN 2	COLUMN 3	RATE BASIS NUMBER	COLUMN 1	COLUMN 2	COLUMN 3
	MIN CL LBS 180,000	MIN CL LBS 160,000	MIN CL LBS 180,000		MIN CL LBS 180,000	MIN CL LBS 160,000	MIN CL LBS 180,000
	SEE NOTES 1,2,5	SEE NOTES 1,3,5	SEE NOTES 1,4,5		SEE NOTES 1,2,5	SEE NOTES 1,3,5	SEE NOTES 1,4,5
NOT OVER				NOT OVER			
40	7.46	7.46	6.89	660	24.75	24.75	22.04
50	7.60	7.60	6.91	680	25.36	25.36	22.58
50	7.77	7.77	7.20	700	26.02	26.02	23.12
70	7.92	7.92	7.35	720	26.64	26.64	23.70
80	8.06	8.06	7.49	740	27.27	27.27	24.21
90	8.22	8.22	7.67	760	27.93	27.93	24.81
100	8.38	8.38	7.82	780	28.55	28.55	25.33
110	8.62	8.62	8.07	800	29.18	29.18	25.88
120	8.85	8.85	8.32	825	29.98	29.98	26.56
130	9.08	9.08	8.55	850	30.80	30.80	27.26
140	9.33	9.33	8.78	875	31.58	31.58	27.94
150	9.55	9.55	9.00	900	32.38	32.38	28.62
160	9.88	9.88	9.34	925	33.17	33.17	29.31
170	10.17	10.17	9.62	950	33.98	33.98	29.99
180	10.50	10.50	9.95	975	34.79	34.79	30.69
190	10.79	10.79	10.21	1000	35.53	35.53	31.33
200	11.11	11.11	10.48	1025	36.35	36.35	32.04
220	11.52	11.52	10.76	1050	37.14	37.14	32.70
240	11.89	11.89	10.84	1075	37.94	37.94	33.41
260	12.27	12.27	11.36	1100	38.73	38.73	34.10
280	12.65	12.65	11.64	1125	39.56	39.56	34.79
300	13.44	13.44	12.34	1150	40.35	40.35	35.48
320	13.93	13.93	12.76	1175	41.13	41.13	36.17
340	14.55	14.55	13.28	1200	41.92	41.92	36.83
360	15.22	15.22	13.84	1225	42.73	42.73	37.54
380	15.83	15.83	14.38	1250	43.53	43.53	38.24
400	16.46	16.46	14.93	1275	44.34	44.34	38.89
420	17.09	17.09	15.49	1300	45.10	45.10	39.55
440	17.73	17.73	16.02	1325	45.90	45.90	40.27
460	18.36	18.36	16.58	1350	46.71	46.71	40.97
480	18.99	18.99	17.09	1375	47.50	47.50	41.64
500	19.63	19.63	17.67	1400	48.24	48.24	42.26
520	20.31	20.31	18.21	1425	49.10	49.10	43.01
540	20.94	20.94	18.75	1450	49.90	49.90	43.70
560	21.57	21.57	19.32	1475	50.68	50.68	44.35
580	22.21	22.21	19.88	1500	51.50	51.50	45.09
600	22.82	22.82	20.38				
620	23.47	23.47	20.96				
640	24.10	24.10	21.51				

(Item continued on next page)

For explanation of reference marks, see concluding page of this supplement.

SUPPLEMENT 4 TO TARIFF NS 4400-H

SECTION 3
MILEAGE RATES FROM AND TO POINTS ON NS

Item 3:3000.00-B --- Concluded ---

NOTE 1: FROM NS STATIONS MT. CARMEL, IL MAUD, IL, BELLMONT, IL, BROWNS, IL, MOON, IL, SIMS, IL, AND WAYNE CITY, IL APPLY THE RATE BASE NUMBER APPLICABLE FROM CARMEL, IL TO DESTINATION.
FROM NS STATIONS SWANINGTON, IN; GUNDY, IN; EARL PARK, IN; FLOWLER, IN; BOSWELL, IN; AND HEATON, IL, APPLY THE RATE BASE NUMBER APPLICABLE FROM SHELDON, IL TO DESTINATION.
FROM NS STATION HUNTINGBURG, IN APPLY THE RATE BASE NUMBER APPLICABLE FROM OAKLAND CITY, IN TO DESTINATION.
ON SHIPMENTS FROM NS STATION DAVIDSON, OH APPLY THE RATE BASIS NUMBER APPLICABLE FROM SANDUSKY, OH TO DESTINATION.
ON SHIPMENTS TO NS STATION BROADWAY, VA APPLY THE RATE BASIS NUMBER APPLICABLE FROM ORIGIN TO HARRISONBURG, VA.
ON SHIPMENTS TO NS STATION ROARING RIVER, NC APPLY THE RATE BASIS NUMBER APPLICABLE FROM ORIGIN TO SILOAM, NC.
ON SHIPMENTS FROM NS STATION WEST LEBANON, IN APPLY THE RATE BASIS NUMBER APPLICABLE FROM COVINGTON, IN TO DESTINATION.
ON SHIPMENTS DESTINED TO FORSYTH, GA APPLY THE RATE BASE NUMBER APPLICABLE TO GRIFFIN, GA IN LIEU OF THE NRB 6000 POINT OF MACON, GA.
C PRICE APPLIES ONLY BETWEEN NS STATIONS ASSIGNED PSAC NUMBERS 1 THROUGH 66999.

NOTE 2: RATE APPLICABLE ONLY IN RAILROAD OWNED OR LEASED COVERED HOPPER CAR.
APPLIES ONLY IN CARS WITH CAPACITY OVER 4,199 CUBIC FEET.

NOTE 3: RATE APPLICABLE ONLY IN RAILROAD OWNED OR LEASED COVERED HOPPER CAR.
APPLICABLE ONLY WHEN CARS OF LESS THAN 4200 CUBIC FEET CAPACITY ARE FURNISHED FOR CARRIER'S CONVENIENCE.
RATES APPLY ONLY IN CARS OWNED OR LEASED BY NS WITH REPORTING MARKS: ITC, NKP, N.J.I, NS, NW, SOU, WAB, ACY AND CG. ALSO APPLIES ON PLCX AND TLGX CARS LEASED BY NS TO HAUL STCC'S 01XXXXX AND 209XXXX.

NOTE 4: RATE APPLICABLE ONLY IN SHIPPER OWNED OR LEASED COVERED HOPPER CARS.
NO MILEAGE ALLOWANCES PAID TO CONSIGNOR, CONSIGNEE OR OWNER OF CAR.

NOTE 5: ONE DAY (24 HOURS) FREE TIME WILL BE ALLOWED FOR LOADING AND TWO DAYS (48 HOURS) FOR UNLOADING OF EACH CAR, TIME TO BE COMPUTED FROM THE FIRST 12:01 A.M. FOLLOWING ACTUAL OR CONSTRUCTIVE PLACEMENT. AFTER THE EXPIRATION OF FREE TIME ALLOWED, DETENTION WILL BE CHARGED FOR AT THE FOLLOWING CHARGES PER CAR, PER DAY, OR FRACTION OF A DAY, UNTIL CAR IS RELEASED.
\$50.00 FOR THE FIRST CHARGEABLE DAY AND EACH SUBSEQUENT DAY THEREAFTER
IN COMPUTING FREE TIME, SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS AS DEFINED IN ITEM 525 OF RPS 6004-SERIES WILL BE EXCLUDED. WHEN A CAR IS PLACED ON A SATURDAY, SUNDAY OR LEGAL HOLIDAY, TIME WILL BE COMPUTED FROM THE FIRST WORKING DAY FOLLOWING THE SATURDAY, SUNDAY OR LEGAL HOLIDAY.
NOT SUBJECT TO AVERAGE AGREEMENT.
NOT SUBJECT TO TRANSIT PRIVILEGES OF ANY KIND, INCLUDING THE PRIVILEGES OF DIVERSION, RECONSIGNMENT, OR INSPECTION.
RECIPROCAL SWITCHING CHARGES AT ORIGIN OR DESTINATION, IF ANY, WILL BE IN ADDITION TO THE RATE.
NOT APPLICABLE AS PROPORTIONAL RATES
FOR USE IN CONSTRUCTING ALL RAIL COMBINATIONS ON SHIPMENTS RECEIVED FROM CSXT AT STATIONS IN THE STATES OF AL, FL, GA, LA, MD, MS, NC, SC, TN, VA OR WV.

C - Change in wording which results in neither increase nor reduction in charges.

-THE END-

SUBJECT TO INCREASES AS PROVIDED IN ITEM 9.

NS 4400-H
CANCELS
NS 4400-G

NORFOLK SOUTHERN RAILWAY COMPANY

VISION: BE THE SAFEST, MOST CUSTOMER-FOCUSED AND SUCCESSFUL TRANSPORTATION COMPANY IN THE WORLD

FREIGHT TARIFF NS 4400-H

CANCELS

FREIGHT TARIFF NS 4400-G

LOCAL AND JOINT FREIGHT TARIFF
PUBLISHING RATES ON
GRAIN

FROM		TO	
MICHIGAN	TENNESSEE	MICHIGAN	ONTARIO
OHIO	VIRGINIA	MISSISSIPPI	VIRGINIA
ONTARIO		NEW YORK	

ALSO DISTANCE RATES BETWEEN STATIONS IN

ALABAMA	ILLINOIS	MASSACHUSETTS	NORTH CAROLINA
DISTRICT	INDIANA	MICHIGAN	OHIO
OF COLUMBIA	IOWA	MISSISSIPPI	PENNSYLVANIA
CONNECTICUT	KENTUCKY	MISSOURI	SOUTH CAROLINA
DELAWARE	LOUISIANA	NEW JERSEY	TENNESSEE
FLORIDA	MARYLAND	NEW YORK	VIRGINIA
GEORGIA			WEST VIRGINIA

THIS TARIFF ALSO APPLIES ON INTRASTATE TRAFFIC

GRAIN TARIFF

GOVERNED BY UNIFORM FREIGHT CLASSIFICATION (SEE ITEM 5).

ISSUED March 3, 1997

EFFECTIVE March 15, 1997

Issued By
J. H. HUDDLESTON, MANAGER
PRICING SERVICES - NORFOLK SOUTHERN CORPORATION
110 Franklin Road, S.E.
Roanoke, VA 24042-0047

1326E-PLS

(OVER)

TARIFF NS 4400-H

PLAN OF TARIFF

(For information only. The application of this tariff will be governed by the precise terms and conditions stated elsewhere herein, and not by this "Plan of Tariff.")

SECTION	CONTENTS
1 (Pages 9 to 16)	Contains Specific Commodity Rates from and to points on NS which will apply regardless of the rates between the same points applicable in section 3 of this tariff. Rates in this section DO NOT alternate with rates in section 3 of this tariff.
2	RESERVED
3 (Pages 18 to 20)	Contains Mileage Rates from and to points on NS. Rates found in section 1 of this tariff take precedent over rates in this section. Rates in this section DO NOT alternate with rates in section 1 of this tariff.
4 (Pages 21 to 59)	Contains Joint Mileage Rates from and to points named on Connecting Lines. Rates found in section 2 of this tariff take precedent over rates in this section. Rates in this section DO NOT alternate with rates in section 2 of this tariff.

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TARIFF NS 4400-H

SECTION 3

Contains Mileage Rates from and to points on NS. Rates found in section 1 of this tariff take precedent over rates in this section. Rates in this section DO NOT alternate with rates in section 2 of this tariff.

TARIFF NS 4400-H

SECTION 2
JOINT SPECIFIC COMMODITY RATES FROM AND TO POINTS NAMED ON CONNECTING LINES
RATES ARE APPLICABLE ONLY VIA ROUTES SHOWN BELOW

Item	3:300C.00	Commodity	21-131-10	- BARLEY
			21-132-10	CORN -NOT POPCORN-, IN THE EAR, DRIED
			01-132-15	CORN OR MAIZE (NOT POPCORN), SHELLLED, DRIED
			01-133-10	OATS
			01-135-10	RYE
			01-136-55	MILO (MILO MAIZE)
			01-136-90	SORGHUM GRAIN, NEC
			01-137-10	WHEAT
			01-137-20	WHEAT, DURUM, AMBER OR RED
			01-139-10	BUCKWHEAT
			01-139-25	MILLET, OTHER THAN MILLET SEED
			01-139-30	GRAIN SCREENINGS, UNGROUND
			01-139-90	GRAIN, NEC
			01-144-10	SOYBEANS, DRIED
			01-144-15	SOYBEANS, FRESH
			01-144-20	SCREENINGS, SOYBEAN, NOT GROUND NOR PROCESSED
			01-149-40	SEEDS, SUNFLOWER
			20-418-54	GRAIN DUST

APPLICABLE BETWEEN STATIONS ON NORFOLK SOUTHERN RAILWAY
ROUTED VIA NS DIRECT

Rates are applicable only between NS stations for which Rate Basis numbers are provided in Tariffs ICC RPS 1008-series, ICC RPS 1009-series, ICC RPS 1010-series, ICC RPS 1011-series, ICC WTL 1000-series, ICC WTL 1001-series, ICC WTL 1002-series or ICC WTL 1003-Series and points taking the same rates in National Rate Basis Tariff ICC NRB 6000-Series.

To determine a rate from a given origin to a given destination find the Rate Basis Number applicable from point of origin to point of destination disregarding letter suffix, if any, and then apply the rate provided for that rate basis number shown below.

RATES IN DOLLARS AND CENTS PER 2000 POUNDS

RATE BASIS NUMBER	COLUMN 1	COLUMN 2	COLUMN 3	RATE BASIS NUMBER	COLUMN 1	COLUMN 2	COLUMN 3
	MIN CL LBS 180,000	MIN CL LBS 160,000	MIN CL LBS 180,000		MIN CL LBS 180,000	MIN CL LBS 160,000	MIN CL LBS 180,000
	SEE NOTES 1,2,5	SEE NOTES 1,3,5	SEE NOTES 1,4,5		SEE NOTES 1,2,5	SEE NOTES 1,3,5	SEE NOTES 1,4,5
NOT OVER				NOT OVER			
40	7.46	7.46	6.89	660	24.75	24.75	22.04
50	7.60	7.60	6.91	680	25.36	25.36	22.58
60	7.77	7.77	7.20	700	26.02	26.02	23.12
70	7.92	7.92	7.35	720	26.64	26.64	23.70
80	8.06	8.06	7.45	740	27.27	27.27	24.21
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100	8.38	8.38	7.82	780	28.55	28.55	25.33
110	8.62	8.62	8.07	800	29.18	29.18	25.88
120	8.85	8.85	8.32	825	29.98	29.98	26.56
130	9.08	9.08	8.55	850	30.80	30.80	27.26
140	9.33	9.33	8.78	875	31.58	31.58	27.94
150	9.55	9.55	9.00	900	32.38	32.38	28.62
160	9.88	9.88	9.34	925	33.17	33.17	29.31
170	10.17	10.17	9.62	950	33.98	33.98	29.99
180	10.50	10.50	9.95	975	34.79	34.79	30.69
190	10.79	10.79	10.21	1000	35.53	35.53	31.33
200	11.11	11.11	10.48	1025	36.35	36.35	32.04
220	11.52	11.52	10.76	1050	37.14	37.14	32.70
240	11.89	11.89	10.84	1075	37.94	37.94	33.41
260	12.27	12.27	11.36	1100	38.73	38.73	34.10
280	12.65	12.65	11.64	1125	39.56	39.56	34.79
300	13.44	13.44	12.34	1150	40.35	40.35	35.48
320	13.93	13.93	12.76	1175	41.13	41.13	36.17
340	14.55	14.55	13.28	1200	41.92	41.92	36.83
360	15.22	15.22	13.84	1225	42.73	42.73	37.54
380	15.83	15.83	14.38	1250	43.53	43.53	38.24
400	16.46	15.46	14.93	1275	44.34	44.34	38.89
420	17.09	17.09	15.49	1300	45.10	45.10	39.55
440	17.73	17.73	16.02	1325	45.90	45.90	40.27
460	18.36	18.36	16.58	1350	46.71	46.71	40.97
480	18.99	18.99	17.09	1375	47.50	47.50	41.64
500	19.63	19.63	17.67	1400	48.24	48.24	42.26
520	20.31	20.31	18.21	1425	49.10	49.10	43.01
540	20.94	20.94	18.75	1450	49.90	49.90	43.70
560	21.57	21.57	19.32	1475	50.68	50.68	44.36
580	22.21	22.21	19.88	1500	51.50	51.50	45.59
600	22.82	22.82	20.38				
620	23.47	23.47	20.95				
640	24.10	24.10	21.51				

(Item continued on next page)

TARIFF NS 4400-H

SECTION 3
MILEAGE RATES FROM AND TO POINTS ON NS

Item 3:3000.00 --- Concluded ---

- NOTE 1: FROM NS STATIONS MT. CARMEL, IL; MAUD, IL, BELLMONT, IL, BROWNS, IL, MOON, IL, SIMS, IL, AND WAYNE CITY, IL APPLY THE RATE BASE NUMBER APPLICABLE FROM CARMEL, IL TO DESTINATION.
FROM NS STATIONS SHANINGTON, IN; GUNDY, IL; EARL PARK, IN; FLOWLER, IN; BOSWELL, IN; AND HEATON, IL, APPLY THE RATE BASE NUMBER APPLICABLE FROM SHELDON, IL TO DESTINATION.
FROM NS STATION HUNTINGBURG, IN APPLY THE RATE BASE NUMBER APPLICABLE FROM OAKLAND CITY, IN TO DESTINATION.
ON SHIPMENTS FROM NS STATION DAVIDSON, OH APPLY THE RATE BASIS NUMBER APPLICABLE FROM SANDUSKY, OH TO DESTINATION.
ON SHIPMENTS TO NS STATION BROADWAY, VA APPLY THE RATE BASIS NUMBER APPLICABLE FROM ORIGIN TO HARRISONBURG, VA.
ON SHIPMENTS TO NS STATION ROARING RIVER, NC APPLY THE RATE BASIS NUMBER APPLICABLE FROM ORIGIN TO SILOAM, NC.
ON SHIPMENTS FROM NS STATION WEST LEBANON, IN APPLY THE RATE BASIS NUMBER APPLICABLE FROM COVINGTON, IN TO DESTINATION.
ON SHIPMENTS FROM NS STATION SOUTH MILFORD, IN APPLY THE RATE BASIS NUMBER APPLICABLE FROM WEST UNITY, OH TO DESTINATION.
ON SHIPMENTS DESTINED TO FORSYTH, GA
APPLY THE RATE BASE NUMBER APPLICABLE TO GRIFFIN, GA
IN LIEU OF THE NRB 6000 POINT OF MACON, GA.
- NOTE 2: RATE APPLICABLE ONLY IN RAILROAD OWNED OR LEASED COVERED HOPPER CAR.
APPLIES ONLY IN CARS WITH CAPACITY OVER 4,199 CUBIC FEET.
- NOTE 3: RATE APPLICABLE ONLY IN RAILROAD OWNED OR LEASED COVERED HOPPER CAR.
APPLICABLE ONLY WHEN CARS OF LESS THAN 4200 CUBIC FEET CAPACITY ARE FURNISHED FOR CARRIER'S CONVENIENCE.
RATES APPLY ONLY IN CARS OWNED OR LEASED BY NS WITH REPORTING MARKS: ITC, NKP, NJII, NS, NJ, SOU, WAB, ACY AND CG. ALSO APPLIES ON PLCX AND TLGX CARS LEASED BY NS TO HAUL STCC'S 01XXXXX AND 209XXXX.
- NOTE 4: RATE APPLICABLE ONLY IN SHIPPER OWNED OR LEASED COVERED HOPPER CARS.
NO MILEAGE ALLOWANCES PAID TO CONSIGNEE OR, CONSIGNEE OR OWNER OF CAR.
- NOTE 5: ONE DAY (24 HOURS) FREE TIME WILL BE ALLOWED FOR LOADING AND TWO DAYS (48 HOURS) FOR UNLOADING OF EACH CAR, TIME TO BE COMPUTED FROM THE FIRST 12:01 A.M. FOLLOWING ACTUAL OR CONSTRUCTIVE PLACEMENT. AFTER THE EXPIRATION OF FREE TIME ALLOWED, DETENTION WILL BE CHARGED FOR AT THE FOLLOWING CHARGES PER CAR, PER DAY, OR FRACTION OF A DAY, UNTIL CAR IS RELEASED.
\$50.00 FOR THE FIRST CHARGEABLE DAY AND EACH SUBSEQUENT DAY THEREAFTER
IN COMPUTING FREE TIME, SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS AS DEFINED IN ITEM 525 OF RPS 6004-SERIES WILL BE EXCLUDED. WHEN A CAR IS PLACED ON A SATURDAY, SUNDAY OR LEGAL HOLIDAY, TIME WILL BE COMPUTED FROM THE FIRST WORKING DAY FOLLOWING THE SATURDAY, SUNDAY OR LEGAL HOLIDAY.
NOT SUBJECT TO AVERAGE AGREEMENT.
NOT SUBJECT TO TRANSIT PRIVILEGES OF ANY KIND, INCLUDING THE PRIVILEGES OF DIVERSION, RECONSIGNMENT, OR INSPECTION.
RECIPROCAL SWITCHING CHARGES AT ORIGIN OR DESTINATION, IF ANY, WILL BE IN ADDITION TO THE RATE.

OFFICIAL RAILROAD STATION LIST™

ISSUED
MARCH 1, 1999

EFFECTIVE
MARCH 15, 1999

OPSL™ 6000-T
(Cancels OPSL 6000-G)

Includes National Rate Basis™ and Centralized Station Master Data

- ◆ A complete list of over 40,000 rail freight stations on more than 600 carriers in the U.S., Canada and Mexico
- ◆ Official Rate Basis Points
- ◆ Official Centralized Station Master Data
- ◆ Rating ZIP Codes
- ◆ Intermodal facilities
- ◆ Junction Rule 260 and interchange points
- ◆ Standard Point Location Codes
- ◆ Freight Station Accounting Codes
- ◆ Freight handling facilities and restrictions

K. Eric Wolfe
Issuing Officer

Stephen R. Rendleman
Alternate Issuing Officer

7001 Weston Parkway
Suite 200

Cary, NC 27513

(919) 651-5090

1-800-421-4936

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RAILING

INDIANA		AGRICULTURAL - FERTILIZER						INDIANA	
STATION	COUNTY	RULE 260	RR	OPSL	PSAC	SPIC	NATIONAL RATE BASIS	EFFECTIVE DATE	RATE \$/L
Sharysville (274-600).....	[Tippecanoe]	.....	TPW	1520	30075	348122	Tippecanoe, IN.....	08/22/1997	46668
Shelf (1-3100).....	[Benton]	.....	KBR	539	539	368816	No Rate Basis.....	08/22/1997	47951
Shelf (3700).....	[Benton]	.....	NS	73094.20	65949	368816	Shelby, IN.....	03/15/1999	47902
Shelburne (1-3489).....	[Sullivan]	.....	CHST	21006.00	40925	373918	Sullivan, IN.....	03/15/1999	47879
Shelby (1-22-41-3704).....	[Lake]	.....	CR	15493	15493	363594	Malden, IN.....	03/15/1999	46377
Shelby (1-3489).....	[Lake]	.....	CHST	24065	40807	363594	Malden, IN.....	03/15/1999	46377
Shelbyville (1-3100).....	[Shelby]	.....	SERV1	50824	50824	372150	Shelbyville, IN.....	08/22/1997	46176
Shelbyville (1-22-41-3704).....	[Shelby]	.....	SERV1	78500	78500	372150	Shelbyville, IN.....	03/15/1999	46176
Shidlers.....	[Delaware]	.....	NS	11520	15057	367332	Muncie, IN.....	03/15/1999	47338
Shope (1-3489).....	[Delaware]	.....	CHST	43575	71905	374561	Washington, IN.....	03/15/1999	47501
Sidney.....	[Kosciusko]	.....	NS	10545	10403	362682	Silver Lake, IN.....	03/15/1999	46566
Silver Lake (1-22-41-3704).....	[Kosciusko]	.....	CR	15213	15213	362682	Silver Lake, IN.....	03/15/1999	46582
Sims (1-3100).....	[Grant]	.....	CHST	10411	10411	365769	No Rate Basis.....	08/22/1997	46586
Sims (3156).....	[Grant]	.....	CHST	61411	61411	365769	No Rate Basis.....	08/22/1997	46586
Sims (3700).....	[Grant]	.....	NS	71155	45159	365769	Logansport, IN.....	03/15/1999	46583
Sims (274-600).....	[Grant]	.....	TPW	1445	10421	365769	Marion, IN.....	08/22/1997	46586
Skyles.....	[Vanderburgh]	.....	NS	47813	50449	379482	Lippe, IN.....	03/15/1999	47708
South Bend (3128).....	[St Joseph]	.....	KBR	89055	49095	362300	No Rate Basis.....	07/01/1997	46624
South Bend (1-3128).....	[St Joseph]	.....	KBR	89093	55903	362300	South Bend, IN.....	05/04/1998	46624
South Bend (1-22-41-3704).....	[St Joseph]	.....	KBR	75616	75616	362300	South Bend, IN.....	01/15/1999	46624
South Bend (1-3160).....	[St Joseph]	.....	KBR	115	115	362300	South Bend, IN.....	08/22/1997	46624
South Bend.....	[St Joseph]	.....	KBR	19405	31001	362300	South Bend, IN.....	03/15/1999	46624
South Gary.....	[Lake]	.....	NS	10650	10495	363526	Chicago, IL.....	03/15/1999	46401
South Milford (1-3100).....	[Cape Girardeau]	.....	NS	65382	65382	361277	South Milford, IN.....	08/22/1997	46786
South Milford (3700).....	[Cape Girardeau]	.....	NS	72553	65382	361277	South Milford, IN.....	03/15/1999	46786
South Rand (1-3489).....	[Tippecanoe]	.....	CHST	34155	40844	369170	Lafayette, IN.....	03/15/1999	47905
South Waverly.....	[La Porte]	.....	NS	13540	10396	361196	Malden, IN.....	03/15/1999	46390
South Whitley.....	[Whitley]	.....	NS	13540	10396	361196	Silver Lake, IN.....	03/15/1999	46787
Southport (1-22-41-3704).....	[Marion]	.....	KBR	8469	8469	368888	Indianapolis, IN.....	03/15/1999	46217
Southport (1-3489).....	[Marion]	.....	KBR	8469	8469	368888	Indianapolis, IN.....	08/22/1997	46217
Spaulsville (1-3489).....	[Jackson]	.....	CHST	43655	71876	375196	Mitchell, IN.....	03/15/1999	47260
Speed (1-22-41-3704).....	[Clark]	.....	CR	8575	8575	375656	Louisville, KY.....	03/15/1999	47172
Speed (1-3388).....	[Clark]	.....	KBR	8575	8575	375656	Speed, IN.....	08/22/1997	47172
Speed (1-3100).....	[Clark]	.....	KBR	100	100	375656	No Rate Basis.....	08/22/1997	47172
Speedway (1-22-31-41-3704).....	[Marion]	.....	CR	15404	15404	369051	Indianapolis, IN.....	03/15/1999	46224
Spaulsbur (1-22-41-3704).....	[Wabash]	.....	CR	15218	15218	363550	Silver Lake, IN.....	03/15/1999	46992
Spencer (1-22-41-3704).....	[Owen]	.....	CR	8664	8664	373160	Bloomington, IN.....	03/15/1999	47460
Spencer (1-3126-3495).....	[Owen]	.....	KBR	8664	8664	373160	Bloomington, IN.....	08/22/1997	47460
Spencer (3700).....	[Owen]	.....	SERV1	73080	65671	373160	Bloomington, IN.....	03/15/1999	47460
Spencerville.....	[De Kalb]	.....	NS	14790	13522	361488	Pt Wayne, IN.....	03/15/1999	46788
St Anthony.....	[De Kalb]	.....	NS	47385	50346	378275	Huntingburg, IN.....	03/15/1999	47575
St Joe (1-22-3489).....	[De Kalb]	.....	CHST	42205	71679	361482	Pt Wayne, IN.....	03/15/1999	46785
St John (1-41-150-3704).....	[Lake]	.....	CR	15705	15705	363946	Kankakee, IL.....	03/15/1999	46373
St John (1-3489).....	[Lake]	.....	CHST	24055	40804	363946	Kankakee, IL.....	03/15/1999	46373
St Paul (1-3100).....	[Decatur]	.....	CHST	50727	50727	371827	No Rate Basis.....	08/22/1997	47272
St Philip (1-22-3489).....	[Posey]	.....	CHST	21010	40327	379961	Lippe, IN.....	03/15/1999	47620
Standard Pat (1-3489).....	[Sullivan]	.....	CHST	21007.24	40937	371813	Terre Haute, IN.....	03/15/1999	47854
Star City (1-41-3100).....	[Polaski]	.....	KBR	80155	60155	363772	No Rate Basis.....	08/22/1997	46985
Star City (3156).....	[Polaski]	.....	CHST	72155	72155	363772	No Rate Basis.....	08/22/1997	46985
Star City (1-22-41-3704).....	[Polaski]	.....	CR	7070	7070	363772	Elkhart, IN.....	03/15/1999	46985
Star City (3700).....	[Polaski]	.....	NS	70038	65854	363772	Elkhart, IN.....	03/15/1999	46985
Star City (328-600).....	[Polaski]	.....	TPW	1500	80155	363772	Elkhart, IN.....	08/22/1997	46985
State Line.....	[Warren]	.....	NS	15100	23275	369282	Marshallfield, IN.....	03/15/1999	47982
Steubenville (1-3100).....	[Steuben]	.....	NS	60927	60917	361188	South Milford, IN.....	08/22/1997	46765
Steubenville (3700).....	[Steuben]	.....	SERV1	72264	60917	361188	South Milford, IN.....	03/15/1999	46765
Stewartson.....	[Warren]	.....	NS	47805	50447	379876	Lippe, IN.....	03/15/1999	47610
Stewart (1-3100).....	[Warren]	.....	KBR	548	548	369263	Danville, IN.....	08/22/1997	47973
Stewart (3700).....	[Warren]	.....	NS	73094.71	63941	369263	Shelby, IN.....	03/15/1999	47993
St. Liwell (1-3128).....	[La Porte]	.....	SERV1	53909	53909	363163	South Bend, IN.....	05/04/1998	45355
St. Liwell.....	[La Porte]	.....	SERV1	11395	14140	363163	South Bend, IN.....	03/15/1999	45355
Stockton (1-22-3100).....	[Lake]	.....	NS	355	75	363513	Chicago, IL.....	08/22/1997	6061
Stockwell Park.....	[Vanderburgh]	.....	NS	47812	50451	379518	Lippe, IN.....	03/15/1999	47738
Sullivan (1-3489).....	[Sullivan]	.....	SERV1	21006.76	40924	373950	Sullivan, IN.....	03/15/1999	47882
Sullivan (28).....	[Sullivan]	.....	SERV1	11090	11090	373950	No Rate Basis.....	08/22/1997	47882
Shulphur Springs (1-3100).....	[Henry]	.....	KBR	300	3	367638	Muncie, IN.....	08/22/1997	47388
Shulphur Springs (3700).....	[Henry]	.....	NS	72267	66051	367638	Muncie, IN.....	03/15/1999	47388
Summit (1-3100).....	[Tippecanoe]	.....	KBR	574	574	369139	No Rate Basis.....	08/22/1997	47962
Summit (3700).....	[Tippecanoe]	.....	NS	73094.40	65919	369139	Lafayette, IN.....	03/15/1999	47901
Summitville (1-22-41-3704).....	[Madison]	.....	CR	15226	15226	367823	Marion, IN.....	03/15/1999	46070
Swansea (1-3100).....	[Wayne]	.....	CHST	50399	50399	374318	No Rate Basis.....	08/22/1997	47041
Swanington (1-3100).....	[Benton]	.....	KBR	552	552	368844	No Rate Basis.....	08/22/1997	47944
Swanington (3700).....	[Benton]	.....	NS	73094.26	65912	368844	Shelby, IN.....	03/15/1999	46986
Swyase (1-3100).....	[Grant]	.....	CHST	10429	10429	365768	No Rate Basis.....	08/22/1997	46986
Swyase (3156).....	[Grant]	.....	CHST	61425	61429	365768	No Rate Basis.....	03/15/1999	46986
Swyase (3700).....	[Grant]	.....	NS	71155	65160	365768	Logansport, IN.....	03/15/1999	46986
Swyase (274-600).....	[Grant]	.....	TPW	1450	10429	365768	Marion, IN.....	08/22/1997	46986
Sweetser (1-3100).....	[Grant]	.....	CHST	40865	40865	365725	No Rate Basis.....	08/22/1997	46987
Sweetser (3156).....	[Grant]	.....	CHST	64065	64065	365725	No Rate Basis.....	03/15/1999	46987
Sweetser (1-22-41-3704).....	[Grant]	.....	CR	6944	6944	365725	Marion, IN.....	03/15/1999	46987
Sweetser (3700).....	[Grant]	.....	NS	71294	65168	365725	Logansport, IN.....	03/15/1999	46987
Sweetser (274-600).....	[Grant]	.....	TPW	1330	40865	365725	Marion, IN.....	08/22/1997	46987
Switz City (1-22-41-3701).....	[Greene]	.....	SERV1	8674	8674	373768	Sullivan, IN.....	03/15/1999	47465
Switz City (1-3100).....	[Greene]	.....	SERV1	10890	10890	373768	Sullivan, IN.....	08/22/1997	47465
Switz City (1-2126-3495).....	[Greene]	.....	SERV1	8674	8674	373768	Sullivan, IN.....	08/22/1997	47465
Switz City (3700).....	[Greene]	.....	SERV1	73090	65672	373768	Sullivan, IN.....	03/15/1999	47465
Sycamore (1-3100).....	[Howard]	.....	CHST	30377	10377	365932	No Rate Basis.....	08/22/1997	46936
Sycamore (3156).....	[Howard]	.....	CHST	61377	61377	365932	No Rate Basis.....	03/15/1999	46936
Sycamore (3700).....	[Howard]	.....	NS	71160	65158	365932	Logansport, IN.....	03/15/1999	46936
Sycamore (274-600).....	[Howard]	.....	TPW	1440	10377	365932	Marion, IN.....	08/22/1997	46936
Sycamore (1-3489).....	[Kosciusko]	.....	CHST	42160	71690	362615	Millersburg, IN.....	03/15/1999	46567

SEE LAST PAGE FOR EXPLANATION OF REFERENCE MARKS.

[BCCR]				GEOGRAPHICAL				[INRL]			
BONEY CREEK RAILROAD, INC. (BCCR - 359)				HUDSON BAY RAILWAY COMPANY (HBRY - 406) CONTINUED				HUDON AND EASTERN RAILWAY COMPANY, INC. (HEER - 892)			
FEAC	OPSL	TYPE	STATION	FEAC	OPSL	TYPE	STATION	FEAC	OPSL	TYPE	STATION
2	100	OR	New Castle.....IN	74474	74474	OR	Lynn Lake.....NB	62370	62370	OR	Saginaw.....NC
4	200	OR	Thayne.....IN	74532	74532	OR	The Pass.....NB	62372	62372	OR	Bama Vista.....NC
3	300	OR	Edgahur Springs.....IN	74536	74536	OR	Tremaden.....NB	62374	62374	OR	Barthar.....NC
1	400	OR	Thorny Creek.....IN	74538	74538	OR	Cook.....NB	62375	62375	OR	Beece.....NC
HOOSIER SOUTHERN RAILROAD (HOS - 356)				74544	74544	OR	Atikameg Lake.....NB	62376	62376	OR	Bulford.....NC
CARMELTON LINE				74548	74548	OR	Piquet.....NB	62377	62377	OR	Edingrove.....NC
100	100	OR	Lincoln City.....IN	74552	74552	OR	Budd.....NB	62378	62378	OR	Sakros.....NC
105	105	OR	Santa Clara.....IN	74554	74554	OR	Bellman.....NB	62379	62379	OR	Unionville.....NC
110	110	OR	Lamar.....IN	74558	74558	OR	Commanet.....NB	62380	62380	OR	Ischewasing.....NC
115	115	OR	Evansston.....IN	74562	74562	OR	Derling.....NB	62381	62381	OR	Squarry.....NC
120	120	OR	Troy.....IN	74564	74564	OR	Renebat.....NB	62383	62383	OR	Spigmon.....NC
125	125	OR	Pall City.....IN	74568	74568	OR	Dyos.....NB	62384	62384	OR	Stikton.....NC
130	130	OR	Carmelton.....IN	74572	74572	OR	Paternor.....NB	62390	62390	OR	Sted Ane.....NC
ROCKPORT LINE CONNECTS AT NO 100				74574	74574	OR	Wenako.....NB	62391	62391	OR	Stinde.....NC
200	200	.....	Schriener.....IN	74578	74578	OR	Tombull.....NB	62393	62393	OR	Subly.....NC
205	205	.....	Rockport.....IN	74584	74584	OR	Porton.....NB	62394	62394	OR	Styre.....NC
HOOSIANTIC RAILROAD COMPANY, INC. (HRC - 782)				74588	74588	OR	Botton.....NB	62395	62395	OR	Stalae.....NC
10001	10001	OR	Spotsfield.....NB	74591	74591	OR	Hammbridge.....NB	62396	62396	OR	Staden City.....NC
10070	10070	OR	Slonor.....NB	74592	74592	OR	Dunlop.....NB	62397	62397	OR	Steth.....NC
10110	10110	OR	Slaw.....NB	74594	74594	OR	Pigmon.....NB	62399	62399	OR	Stocherville.....NC
10130	10130	OR	Isorta Lee.....NB	74598	74598	OR	Wadswan.....NB	62400	62400	OR	Stodregar.....NC
10170	10170	OR	Stockbridge.....NB	74604	74604	OR	Medard.....NB	62402	62402	OR	Stonerville.....NC
10210	10210	OR	Stonerville.....NB	74608	74608	OR	Lyddal.....NB	62403	62403	OR	Staplegate.....NC
10260	10260	OR	Streat Barrington.....NB	74614	74614	OR	Ochill.....NB	62404	62404	OR	Stonewell.....NC
10220	10220	OR	Streat.....NB	74618	74618	OR	Narman.....NB	62940	62940	OR	Stillington.....NC
10310	10310	OR	Streatfield.....NB	74624	74624	OR	La Poulas.....NB	62941	62941	OR	Stresser.....NC
10370	10370	OR	Streatan.....NB	74628	74628	OR	Rockin.....NB	62942	62942	OR	Stenmark Jct.....NC
10410	10410	OR	Streatan Maltys.....NB	74634	74634	OR	Thicket Portage.....NB	62943	62943	OR	Stenmark.....NC
10540	10540	OR	Streatwell Body.....NB	74638	74638	OR	Lawen.....NB	62945	62945	OR	Stenmark Jct.....NC
10620	10620	OR	Streat.....NB	74644	74644	OR	Stipewak.....NB	62946	62946	OR	Stenmark Jct.....NC
10680	10680	OR	Streatville.....NB	74718	74718	OR	Thompson.....NB	62947	62947	OR	Stenmark Jct.....NC
10750	10750	OR	Streatville.....NB	74719	74719	OR	Stomper Internodal.....NB	62948	62948	OR	Stenmark Jct.....NC
10810	10810	OR	Streatville.....NB	74816	74816	OR	Stomper.....NB	BUTCHERSON AND SOUTHERN RAILWAY COMPANY (BS - 312)			
10890	10890	OR	Streatville.....NB	74818	74818	OR	Stomper.....NB	25	25	OR	Butcherson.....NC
10900	10900	OR	Streatville.....NB	74824	74824	OR	Stomper.....NB	I & M RAIL LINE, LLC (IMRL - 379)			
10930	10930	OR	Streatville.....NB	74826	74826	OR	Stomper.....NB	CHICAGO TERMINAL			
10970	10970	OR	Streatville.....NB	74832	74832	OR	Stomper.....NB	914	914	OR	Proviso.....IL
11030	11030	OR	Streatville.....NB	74838	74838	OR	Stomper.....NB	915	915	OR	Chicago Mx Ctr.....IL
11090	11090	OR	Streatville.....NB	74842	74842	OR	Stomper.....NB	916	916	OR	Chicago Mx Ctr.....IL
11150	11150	OR	Streatville.....NB	74846	74846	OR	Stomper.....NB	917	917	OR	Chicago Mx Ctr.....IL
11210	11210	OR	Streatville.....NB	74850	74850	OR	Stomper.....NB	918	918	OR	Chicago Mx Ctr.....IL
11270	11270	OR	Streatville.....NB	74854	74854	OR	Stomper.....NB	919	919	OR	Chicago Mx Ctr.....IL
11330	11330	OR	Streatville.....NB	74858	74858	OR	Stomper.....NB	920	920	OR	Chicago Mx Ctr.....IL
11390	11390	OR	Streatville.....NB	74862	74862	OR	Stomper.....NB	921	921	OR	Chicago Mx Ctr.....IL
11450	11450	OR	Streatville.....NB	74866	74866	OR	Stomper.....NB	922	922	OR	Chicago Mx Ctr.....IL
11510	11510	OR	Streatville.....NB	74870	74870	OR	Stomper.....NB	923	923	OR	Chicago Mx Ctr.....IL
11570	11570	OR	Streatville.....NB	74874	74874	OR	Stomper.....NB	924	924	OR	Chicago Mx Ctr.....IL
11630	11630	OR	Streatville.....NB	74878	74878	OR	Stomper.....NB	925	925	OR	Chicago Mx Ctr.....IL
11690	11690	OR	Streatville.....NB	74882	74882	OR	Stomper.....NB	926	926	OR	Chicago Mx Ctr.....IL
11750	11750	OR	Streatville.....NB	74886	74886	OR	Stomper.....NB	927	927	OR	Chicago Mx Ctr.....IL
11810	11810	OR	Streatville.....NB	74890	74890	OR	Stomper.....NB	928	928	OR	Chicago Mx Ctr.....IL
11870	11870	OR	Streatville.....NB	74894	74894	OR	Stomper.....NB	929	929	OR	Chicago Mx Ctr.....IL
11930	11930	OR	Streatville.....NB	74898	74898	OR	Stomper.....NB	930	930	OR	Chicago Mx Ctr.....IL
11990	11990	OR	Streatville.....NB	74902	74902	OR	Stomper.....NB	931	931	OR	Chicago Mx Ctr.....IL
HUDSON BAY RAILWAY COMPANY (HBRY - 406)				74906	74906	OR	Stomper.....NB	MAIN LINE			
74214	74214	OR	Prospector.....NB	74910	74910	OR	Stomper.....NB	995	995	OR	Elgin.....IL
74222	74222	OR	Root Lake.....NB	74914	74914	OR	Stomper.....NB	1000	1000	OR	Elgin Grove.....IL
74228	74228	OR	Wanless.....NB	74918	74918	OR	Stomper.....NB	1005	1005	OR	Elgin Grove.....IL
74236	74236	OR	Atik.....NB	74922	74922	OR	Stomper.....NB	1010	1010	OR	Elgin Grove.....IL
74244	74244	OR	Simonhouse.....NB	74926	74926	OR	Stomper.....NB	1015	1015	OR	Elgin Grove.....IL
74250	74250	OR	Cranberry Portage.....NB	74930	74930	OR	Stomper.....NB	1020	1020	OR	Elgin Grove.....IL
74263	74263	OR	Sharritt Jct.....NB	74934	74934	OR	Stomper.....NB	1025	1025	OR	Elgin Grove.....IL
74266	74266	OR	Payak.....NB	74938	74938	OR	Stomper.....NB	1030	1030	OR	Elgin Grove.....IL
74274	74274	OR	Athapap.....NB	74942	74942	OR	Stomper.....NB	1035	1035	OR	Elgin Grove.....IL
74278	74278	OR	Schist Lake.....NB	74946	74946	OR	Stomper.....NB	1040	1040	OR	Elgin Grove.....IL
74282	74282	OR	Channing.....NB	74950	74950	OR	Stomper.....NB	1045	1045	OR	Elgin Grove.....IL
74294	74294	OR	Flin Flon.....NB	74954	74954	OR	Stomper.....NB	1050	1050	OR	Elgin Grove.....IL
74412	74412	OR	Eming Lake.....NB	74958	74958	OR	Stomper.....NB	1055	1055	OR	Elgin Grove.....IL
74414	74414	OR	Pay Lake.....NB	74962	74962	OR	Stomper.....NB	1060	1060	OR	Elgin Grove.....IL
74418	74418	OR	Sherrington.....NB	74966	74966	OR	Stomper.....NB	1065	1065	OR	Elgin Grove.....IL
74422	74422	OR	Mo Forestry Reserve.....NB	74970	74970	OR	Stomper.....NB	1070	1070	OR	Elgin Grove.....IL
74424	74424	OR	Redlock.....NB	74974	74974	OR	Stomper.....NB	1075	1075	OR	Elgin Grove.....IL
74428	74428	OR	Thurpy.....NB	74978	74978	OR	Stomper.....NB	1080	1080	OR	Elgin Grove.....IL
74432	74432	OR	Charles.....NB	74982	74982	OR	Stomper.....NB	1085	1085	OR	Elgin Grove.....IL
74436	74436	OR	Rafter.....NB	74986	74986	OR	Stomper.....NB	1090	1090	OR	Elgin Grove.....IL
74438	74438	OR	Pedastik.....NB	74990	74990	OR	Stomper.....NB	1095	1095	OR	Elgin Grove.....IL
74444	74444	OR	Pukatawagan.....NB	74994	74994	OR	Stomper.....NB	1100	1100	OR	Elgin Grove.....IL
74452	74452	OR	Jotait.....NB	74998	74998	OR	Stomper.....NB	1105	1105	OR	Elgin Grove.....IL
74461	74461	OR	Power Plant.....NB	74992	74992	OR	Stomper.....NB	1110	1110	OR	Elgin Grove.....IL
74462	74462	OR	Harriet.....NB	74996	74996	OR	Stomper.....NB	1115	1115	OR	Elgin Grove.....IL
74466	74466	OR	Drybrough.....NB	74992	74992	OR	Stomper.....NB	1120	1120	OR	Elgin Grove.....IL
74468	74468	OR	McVeigh.....NB	74992	74992	OR	Stomper.....NB	BURESTVILLE AND MADISON COUNTY RAILROAD AUTHORITY (BMC - 391)			
74214	74214	OR	Prospector.....NB	1	1	OR	Elkinsville.....AL	1047	1047	OR	Elkinsville.....AL
74222	74222	OR	Root Lake.....NB	2	2	OR	Elkinsville.....AL	1055	1055	OR	Elkinsville.....AL
74228	74228	OR	Wanless.....NB	15	15	OR	Elkinsville.....AL	1059	1059	OR	Elkinsville.....AL
74236	74236	OR	Atik.....NB	20	20	OR	Elkinsville.....AL	1065	1065	OR	Elkinsville.....AL
74244	74244	OR	Simonhouse.....NB	25	25	OR	Elkinsville.....AL	1070	1070	OR	Elkinsville.....AL
74250	74250	OR	Cranberry Portage.....NB	30	30	OR	Elkinsville.....AL	1086	1086	OR	Elkinsville.....AL
74263	74263	OR	Sharritt Jct.....NB	1	1	OR	Elkinsville.....AL	1096	1096	OR	Elkinsville.....AL
74266	74266	OR	Payak.....NB	2	2	OR	Elkinsville.....AL	1100	1100	OR	Elkinsville.....AL
74274	74274	OR	Athapap.....NB	3	3	OR	Elkinsville.....AL	1105	1105	OR	Elkinsville.....AL
74278	74278	OR	Schist Lake.....NB	4	4	OR	Elkinsville.....AL	1110	1110	OR	Elkinsville.....AL
74282	74282	OR	Channing.....NB	5	5	OR	Elkinsville.....AL	1115	1115	OR	Elkinsville.....AL
74294	74294	OR	Flin Flon.....NB	6	6	OR	Elkinsville.....AL	1120	1120	OR	Elkinsville.....AL
74412	74412	OR	Eming Lake.....NB	7	7	OR	Elkinsville.....AL	FINGER GROVE TO KANSAS CITY			
74414	74414	OR	Pay Lake.....NB	8	8	OR	Elkinsville.....AL	995	995	OR	Elgin.....IL
74418	74418</										

[MS]	GEOGRAPHICAL	[MS]
NORFOLK SOUTHERN RAILWAY COMPANY (HANDLING LINE STATIONS) (NS - 555) CONTINUED	NORFOLK SOUTHERN RAILWAY COMPANY (HANDLING LINE STATIONS) (NS - 555) CONTINUED	NORFOLK SOUTHERN RAILWAY COMPANY (HANDLING LINE STATIONS) (NS - 555) CONTINUED
PRAC OFEL TYPE STATION	PRAC OFEL TYPE STATION	PRAC OFEL TYPE STATION
60357 72135 Murphy.....NC GREENVILLE & NORTHERN DISTRICT CONNECTS AT NO 40340 61300 72150 Greenville (GMA).....SC 61301 72153 North Greenville.....SC 61302 72155 Fentress.....SC 61303 72157 Berea.....SC 61304 72159 Montague.....SC 61305 72161 Travelers Rest.....SC	62100 72296 Eastville (WNCR).....AL 62101 72296.01 Parkway.....AL 62102 72296.02 Lily Flag.....AL 62103 72296.03 Rocket.....AL 62104 72296.04 Linda.....AL 62105 72296.05 Norton.....AL INDIANA & OHIO CENTRAL DISTRICT CONNECTS AT 6913 66250 72297.01 Grovesport.....OH 66251 72297.02 Canal Winchester.....OH 66252 72297.03 Lockville.....OH 66253 72297.04 Carroll.....OH 66254 72297.05 Lancaster.....OH 66255 72297.06 Brewer.....OH 66256 72297.07 Sugar Grove.....OH 66257 72297.08 Rockbridge.....OH 66258 72297.09 Kirtzville.....OH 66259 72297.10 Logan.....OH 66260 72300 New Castle (CWR).....IN 66261 72303 Elmhurst City.....IN 66262 72315 Spencer.....IN 66263 72320 Spencer.....IN	65291 72949 Bluffton (WNCR).....IN 65292 72950 Liberty Center.....IN 65293 72955 Shuckys.....IN 65294 72960 Warren.....IN 65295 72965 Swan Run.....IN NORTHERN OHIO & WESTERN DISTRICT 65279 73000 Tiffin.....OH 65280 73005 Millersville.....OH 65281 73010 Gibsonburg.....OH 65282 73015 Woodville (CWR).....OH
GREAT VALLEY DISTRICT CONNECTS AT NO 52040 60450 72200 Shelly.....GA 60451 72205 Sparrow.....GA 60452 72210 Swanton.....GA 60453 72215 Swainsboro.....GA 60454 72220 Starkeville.....GA 60455 72225 Scotland.....GA	66264 72300 New Castle (CWR).....IN 66265 72303 Elmhurst City.....IN 66266 72315 Spencer.....IN 66267 72320 Spencer.....IN INDIANA & OHIO RAILWAY - OTIS DISTRICT 66352 72404 Diana.....MI 66353 72406 Petersburg.....MI 66354 72408 Riga (DOR).....MI 66355 72410 Metamora.....OH 66356 72412 Delta (DOR).....OH 66357 72414 Monroe (DOR).....OH 66358 72416 Malinta.....OH 66359 72418 Butler.....OH 66360 72420 Lacap (DOR).....OH 66361 72422 Ottawa.....OH 66362 72424 Ford Park.....OH 66363 72426 Lima (DOR).....OH 66364 72428 Unadilla.....OH 66365 72430 Jackson Center.....OH 66366 72432 Quincy.....OH 66367 72434 Thackery.....OH 66368 72436 Matland.....OH 66369 72438 Springfield (DOR).....OH	65451 73040 Bee Hunter.....IN 65452 73042 Brooklyn.....IN 65453 73044 Canby.....IN 65454 73046 Campbell.....IN 65455 73048 Daylight.....IN 65456 73050 Elmore.....IN 65457 73052 Evansville (DOR).....IN 65458 73054 Freedom.....IN 65459 73056 Graham.....IN 65460 73058 Gage.....IN 65461 73060 Hawthorne Mass.....IN 65462 73062 Lyonsville Mass.....IN 65463 73064 Mackay.....IN 65464 73066 Martinsville.....IN 65465 73068 Mayfield.....IN 65466 73070 Miller Creek Mine.....IN 65467 73072 Mooreville.....IN 65468 73074 Maywood.....IN 65469 73076 Oakland City (DOR).....IN 65470 73078 Paragon.....IN 65471 73080 Pansy (DOR).....IN 65472 73082 Petersburg.....IN 65473 73084 Plainville.....IN 65474 73086 Sandosa.....IN 65475 73088 Spencer.....IN 65476 73090 Swift City.....IN 65477 73092 Worthington.....IN
H & S DISTRICT CONNECTS AT NO 53975 62150 72225.25 Barrett.....AL 62151 72225.27 Taylor.....AL BARTWELL DISTRICT CONNECTS AT NO 41780 61152 72226.05 Jopaca (WNCR).....GA 61153 72226.10 Avalon.....GA 61154 72226.15 Martin.....GA 61155 72226.20 Lawton.....GA 61156 72226.25 Sowersville.....GA 61157 72226.30 Canon.....GA 61158 72226.35 Rayston.....GA 61159 72226.40 Bowman.....GA 61160 72226.45 Elberton.....GA 61161 72227 Bartwell.....GA 61162 72229 Airline.....GA	66370 72440 Diana.....MI 66371 72442 Riga (DOR).....MI 66372 72444 Metamora.....OH 66373 72446 Delta (DOR).....OH 66374 72448 Monroe (DOR).....OH 66375 72450 Malinta.....OH 66376 72452 Butler.....OH 66377 72454 Lacap (DOR).....OH 66378 72456 Ottawa.....OH 66379 72458 Ford Park.....OH 66380 72460 Lima (DOR).....OH 66381 72462 Unadilla.....OH 66382 72464 Jackson Center.....OH 66383 72466 Quincy.....OH 66384 72468 Thackery.....OH 66385 72470 Matland.....OH 66386 72472 Springfield (DOR).....OH	65478 73094 Worthington.....IN 65479 73096 Swift City.....IN 65480 73098 Spencer.....IN 65481 73100 Sandosa.....IN 65482 73102 Plainville.....IN 65483 73104 Petersburg.....IN 65484 73106 Pansy (DOR).....IN 65485 73108 Oakland City (DOR).....IN 65486 73110 Maywood.....IN 65487 73112 Mooreville.....IN 65488 73114 Miller Creek Mine.....IN 65489 73116 Mayfield.....IN 65490 73118 Martinsville.....IN 65491 73120 Mackay.....IN 65492 73122 Lyonsville Mass.....IN 65493 73124 Hawthorne Mass.....IN 65494 73126 Gage.....IN 65495 73128 Graham.....IN 65496 73130 Freedom.....IN 65497 73132 Evansville (DOR).....IN 65498 73134 Elmore.....IN 65499 73136 Daylight.....IN 65500 73138 Campbell.....IN 65501 73140 Canby.....IN 65502 73142 Brooklyn.....IN 65503 73144 Bee Hunter.....IN
INDIANA NORTHEASTERN DISTRICT CONNECTS AT NO 14440 60930 72230 Allen.....MI 60931 72232 Angola.....IN 60932 72234 Ashley Adams.....IN 60933 72236 Bancroft.....MI 60934 72238 Edon.....OH 60935 72240 Selma.....IN 60936 72242 Fremont.....IN 60937 72244 Hamilton.....IN 60938 72246 Hilldale.....MI 60939 72248 Jonesville.....MI 60940 72250 Litchfield.....MI 60941 72252 Montgomery.....MI 60942 72254 North Milford.....IN 60943 72256 North Palmyra (IN).....OH 60944 72258 Pleasant Lake.....IN 60945 72260 Quincy.....MI 60946 72262 Ray.....IN 60947 72264 Reading.....MI 60948 72266 Steubenville.....IN	66387 72474 Springfield (DOR).....OH 66388 72476 Matland.....OH 66389 72478 Thackery.....OH 66390 72480 Quincy.....OH 66391 72482 Jackson Center.....OH 66392 72484 Unadilla.....OH 66393 72486 Lima (DOR).....OH 66394 72488 Ford Park.....OH 66395 72490 Ottawa.....OH 66396 72492 Lacap (DOR).....OH 66397 72494 Butler.....OH 66398 72496 Malinta.....OH 66399 72498 Monroe (DOR).....OH 66400 72500 Delta (DOR).....OH 66401 72502 Metamora.....OH 66402 72504 Riga (DOR).....MI 66403 72506 Petersburg.....MI 66404 72508 Diana.....MI	65504 73146 Bee Hunter.....IN 65505 73148 Brooklyn.....IN 65506 73150 Canby.....IN 65507 73152 Campbell.....IN 65508 73154 Daylight.....IN 65509 73156 Elmore.....IN 65510 73158 Evansville (DOR).....IN 65511 73160 Freedom.....IN 65512 73162 Graham.....IN 65513 73164 Gage.....IN 65514 73166 Hawthorne Mass.....IN 65515 73168 Lyonsville Mass.....IN 65516 73170 Mackay.....IN 65517 73172 Martinsville.....IN 65518 73174 Mayfield.....IN 65519 73176 Miller Creek Mine.....IN 65520 73178 Mooreville.....IN 65521 73180 Maywood.....IN 65522 73182 Oakland City (DOR).....IN 65523 73184 Paragon.....IN 65524 73186 Pansy (DOR).....IN 65525 73188 Petersburg.....IN 65526 73190 Plainville.....IN 65527 73192 Sandosa.....IN 65528 73194 Spencer.....IN 65529 73196 Swift City.....IN 65530 73198 Worthington.....IN
KNOX COUNTY THOMASVILLE & DIXON DISTRICT CONNECTS AT NO 37830 61100 72270 High Point (EPD).....NC 61101 72272 Thomasville (WNCR).....NC 61102 72274 Lambeth's Riding.....NC 61103 72276 Shale Brick.....NC 61104 72278 Danton.....NC	66405 72510 Defiance.....OH 66406 72512 Jewell.....OH 66407 72514 Oklaoma.....OH 66408 72516 Napoleon.....OH 66409 72518 Liberty Center.....OH 66410 72520 Rochester.....IN INDIANA MI-RAIL DISTRICT CONNECTS AT NO 14900 65290 72699 Woodburn (WNCR).....IN 65291 72700 Galtburg.....OH 65292 72701 Acail.....OH INDIANA MI-RAIL DISTRICT 65257 72710 Defiance.....OH 65258 72712 Jewell.....OH 65259 72714 Oklaoma.....OH 65260 72716 Napoleon.....OH 65261 72718 Liberty Center.....OH 65262 72720 Rochester.....IN INDIANA MI-RAIL DISTRICT 65271 72945 Escalville.....IN	65531 73199 Bee Hunter.....IN 65532 73201 Brooklyn.....IN 65533 73203 Canby.....IN 65534 73205 Campbell.....IN 65535 73207 Daylight.....IN 65536 73209 Elmore.....IN 65537 73211 Evansville (DOR).....IN 65538 73213 Freedom.....IN 65539 73215 Graham.....IN 65540 73217 Gage.....IN 65541 73219 Hawthorne Mass.....IN 65542 73221 Lyonsville Mass.....IN 65543 73223 Mackay.....IN 65544 73225 Martinsville.....IN 65545 73227 Mayfield.....IN 65546 73229 Miller Creek Mine.....IN 65547 73231 Mooreville.....IN 65548 73233 Maywood.....IN 65549 73235 Oakland City (DOR).....IN 65550 73237 Paragon.....IN 65551 73239 Pansy (DOR).....IN 65552 73241 Petersburg.....IN 65553 73243 Plainville.....IN 65554 73245 Sandosa.....IN 65555 73247 Spencer.....IN 65556 73249 Swift City.....IN 65557 73251 Worthington.....IN
KNOX COUNTY THOMASVILLE & DIXON DISTRICT CONNECTS AT NO 37830 61100 72270 High Point (EPD).....NC 61101 72272 Thomasville (WNCR).....NC 61102 72274 Lambeth's Riding.....NC 61103 72276 Shale Brick.....NC 61104 72278 Danton.....NC	66411 72522 Defiance.....OH 66412 72524 Jewell.....OH 66413 72526 Oklaoma.....OH 66414 72528 Napoleon.....OH 66415 72530 Liberty Center.....OH 66416 72532 Rochester.....IN INDIANA MI-RAIL DISTRICT 65290 72699 Woodburn (WNCR).....IN 65291 72700 Galtburg.....OH 65292 72701 Acail.....OH INDIANA MI-RAIL DISTRICT 65257 72710 Defiance.....OH 65258 72712 Jewell.....OH 65259 72714 Oklaoma.....OH 65260 72716 Napoleon.....OH 65261 72718 Liberty Center.....OH 65262 72720 Rochester.....IN INDIANA MI-RAIL DISTRICT 65271 72945 Escalville.....IN	65558 73253 Bee Hunter.....IN 65559 73255 Brooklyn.....IN 65560 73257 Canby.....IN 65561 73259 Campbell.....IN 65562 73261 Daylight.....IN 65563 73263 Elmore.....IN 65564 73265 Evansville (DOR).....IN 65565 73267 Freedom.....IN 65566 73269 Graham.....IN 65567 73271 Gage.....IN 65568 73273 Hawthorne Mass.....IN 65569 73275 Lyonsville Mass.....IN 65570 73277 Mackay.....IN 65571 73279 Martinsville.....IN 65572 73281 Mayfield.....IN 65573 73283 Miller Creek Mine.....IN 65574 73285 Mooreville.....IN 65575 73287 Maywood.....IN 65576 73289 Oakland City (DOR).....IN 65577 73291 Paragon.....IN 65578 73293 Pansy (DOR).....IN 65579 73295 Petersburg.....IN 65580 73297 Plainville.....IN 65581 73299 Sandosa.....IN 65582 73301 Spencer.....IN 65583 73303 Swift City.....IN 65584 73305 Worthington.....IN
KNOX COUNTY THOMASVILLE & DIXON DISTRICT CONNECTS AT NO 37830 61100 72270 High Point (EPD).....NC 61101 72272 Thomasville (WNCR).....NC 61102 72274 Lambeth's Riding.....NC 61103 72276 Shale Brick.....NC 61104 72278 Danton.....NC	66417 72534 Defiance.....OH 66418 72536 Jewell.....OH 66419 72538 Oklaoma.....OH 66420 72540 Napoleon.....OH 66421 72542 Liberty Center.....OH 66422 72544 Rochester.....IN INDIANA MI-RAIL DISTRICT 65290 72699 Woodburn (WNCR).....IN 65291 72700 Galtburg.....OH 65292 72701 Acail.....OH INDIANA MI-RAIL DISTRICT 65257 72710 Defiance.....OH 65258 72712 Jewell.....OH 65259 72714 Oklaoma.....OH 65260 72716 Napoleon.....OH 65261 72718 Liberty Center.....OH 65262 72720 Rochester.....IN INDIANA MI-RAIL DISTRICT 65271 72945 Escalville.....IN	65585 73307 Bee Hunter.....IN 65586 73309 Brooklyn.....IN 65587 73311 Canby.....IN 65588 73313 Campbell.....IN 65589 73315 Daylight.....IN 65590 73317 Elmore.....IN 65591 73319 Evansville (DOR).....IN 65592 73321 Freedom.....IN 65593 73323 Graham.....IN 65594 73325 Gage.....IN 65595 73327 Hawthorne Mass.....IN 65596 73329 Lyonsville Mass.....IN 65597 73331 Mackay.....IN 65598 73333 Martinsville.....IN 65599 73335 Mayfield.....IN 65600 73337 Miller Creek Mine.....IN 65601 73339 Mooreville.....IN 65602 73341 Maywood.....IN 65603 73343 Oakland City (DOR).....IN 65604 73345 Paragon.....IN 65605 73347 Pansy (DOR).....IN 65606 73349 Petersburg.....IN 65607 73351 Plainville.....IN 65608 73353 Sandosa.....IN 65609 73355 Spencer.....IN 65610 73357 Swift City.....IN 65611 73359 Worthington.....IN
KNOX COUNTY THOMASVILLE & DIXON DISTRICT CONNECTS AT NO 37830 61100 72270 High Point (EPD).....NC 61101 72272 Thomasville (WNCR).....NC 61102 72274 Lambeth's Riding.....NC 61103 72276 Shale Brick.....NC 61104 72278 Danton.....NC	66423 72546 Defiance.....OH 66424 72548 Jewell.....OH 66425 72550 Oklaoma.....OH 66426 72552 Napoleon.....OH 66427 72554 Liberty Center.....OH 66428 72556 Rochester.....IN INDIANA MI-RAIL DISTRICT 65290 72699 Woodburn (WNCR).....IN 65291 72700 Galtburg.....OH 65292 72701 Acail.....OH INDIANA MI-RAIL DISTRICT 65257 72710 Defiance.....OH 65258 72712 Jewell.....OH 65259 72714 Oklaoma.....OH 65260 72716 Napoleon.....OH 65261 72718 Liberty Center.....OH 65262 72720 Rochester.....IN INDIANA MI-RAIL DISTRICT 65271 72945 Escalville.....IN	65612 73361 Bee Hunter.....IN 65613 73363 Brooklyn.....IN 65614 73365 Canby.....IN 65615 73367 Campbell.....IN 65616 73369 Daylight.....IN 65617 73371 Elmore.....IN 65618 73373 Evansville (DOR).....IN 65619 73375 Freedom.....IN 65620 73377 Graham.....IN 65621 73379 Gage.....IN 65622 73381 Hawthorne Mass.....IN 65623 73383 Lyonsville Mass.....IN 65624 73385 Mackay.....IN 65625 73387 Martinsville.....IN 65626 73389 Mayfield.....IN 65627 73391 Miller Creek Mine.....IN 65628 73393 Mooreville.....IN 65629 73395 Maywood.....IN 65630 73397 Oakland City (DOR).....IN 65631 73399 Paragon.....IN 65632 73401 Pansy (DOR).....IN 65633 73403 Petersburg.....IN 65634 73405 Plainville.....IN 65635 73407 Sandosa.....IN 65636 73409 Spencer.....IN 65637 73411 Swift City.....IN 65638 73413 Worthington.....IN
KNOX COUNTY THOMASVILLE & DIXON DISTRICT CONNECTS AT NO 37830 61100 72270 High Point (EPD).....NC 61101 72272 Thomasville (WNCR).....NC 61102 72274 Lambeth's Riding.....NC 61103 72276 Shale Brick.....NC 61104 72278 Danton.....NC	66429 72558 Defiance.....OH 66430 72560 Jewell.....OH 66431 72562 Oklaoma.....OH 66432 72564 Napoleon.....OH 66433 72566 Liberty Center.....OH 66434 72568 Rochester.....IN INDIANA MI-RAIL DISTRICT 65290 72699 Woodburn (WNCR).....IN 65291 72700 Galtburg.....OH 65292 72701 Acail.....OH INDIANA MI-RAIL DISTRICT 65257 72710 Defiance.....OH 65258 72712 Jewell.....OH 65259 72714 Oklaoma.....OH 65260 72716 Napoleon.....OH 65261 72718 Liberty Center.....OH 65262 72720 Rochester.....IN INDIANA MI-RAIL DISTRICT 65271 72945 Escalville.....IN	65639 73415 Bee Hunter.....IN 65640 73417 Brooklyn.....IN 65641 73419 Canby.....IN 65642 73421 Campbell.....IN 65643 73423 Daylight.....IN 65644 73425 Elmore.....IN 65645 73427 Evansville (DOR).....IN 65646 73429 Freedom.....IN 65647 73431 Graham.....IN 65648 73433 Gage.....IN 65649 73435 Hawthorne Mass.....IN 65650 73437 Lyonsville Mass.....IN 65651 73439 Mackay.....IN 65652 73441 Martinsville.....IN 65653 73443 Mayfield.....IN 65654 73445 Miller Creek Mine.....IN 65655 73447 Mooreville.....IN 65656 73449 Maywood.....IN 65657 73451 Oakland City (DOR).....IN 65658 73453 Paragon.....IN 65659 73455 Pansy (DOR).....IN 65660 73457 Petersburg.....IN 65661 73459 Plainville.....IN 65662 73461 Sandosa.....IN 65663 73463 Spencer.....IN 65664 73465 Swift City.....IN 65665 73467 Worthington.....IN
KNOX COUNTY THOMASVILLE & DIXON DISTRICT CONNECTS AT NO 37830 61100 72270 High Point (EPD).....NC 61101 72272 Thomasville (WNCR).....NC 61102 72274 Lambeth's Riding.....NC 61103 72276 Shale Brick.....NC 61104 72278 Danton.....NC	66435 72570 Defiance.....OH 66436 72572 Jewell.....OH 66437 72574 Oklaoma.....OH 66438 72576 Napoleon.....OH 66439 72578 Liberty Center.....OH 66440 72580 Rochester.....IN INDIANA MI-RAIL DISTRICT 65290 72699 Woodburn (WNCR).....IN 65291 72700 Galtburg.....OH 65292 72701 Acail.....OH INDIANA MI-RAIL DISTRICT 65257 72710 Defiance.....OH 65258 72712 Jewell.....OH 65259 72714 Oklaoma.....OH 65260 72716 Napoleon.....OH 65261 72718 Liberty Center.....OH 65262 72720 Rochester.....IN INDIANA MI-RAIL DISTRICT 65271 72945 Escalville.....IN	65666 73469 Bee Hunter.....IN 65667 73471 Brooklyn.....IN 65668 73473 Canby.....IN 65669 73475 Campbell.....IN 65670 73477 Daylight.....IN 65671 73479 Elmore.....IN 65672 73481

NOTES

6400-Continued.

Sta..... Station.
 Ste..... Suite.
 Term..... Terminal.
 Tr..... Transfer.
 TWC..... Trailer on flat car.
 TWP..... Terminal.
 UFA..... Uniform Freight Classification (Uniform Freight Classification Committee, Agent).
 US..... United States.
 VCC..... Virginia State Corporation Commission.
 VLS..... Vessel.
 WTL..... Western Trunk Line.
 (Western Trunk Line Committee, Agent)
 Yd..... Yard.

6400-Continued.

UNITED STATES
(and Territorial Possessions)

AK...	Alaska	MT...	Montana
AL...	Alabama	NC...	North Carolina
AR...	Arkansas	ND...	North Dakota
AZ...	Arizona	NE...	Nebraska
CA...	California	NH...	New Hampshire
CO...	Colorado	NJ...	New Jersey
CT...	Connecticut	NM...	New Mexico
DC...	District of Columbia	NV...	Nevada
DE...	Delaware	NY...	New York
FL...	Florida	OH...	Ohio
GA...	Georgia	OK...	Oklahoma
IA...	Iowa	OR...	Oregon
ID...	Idaho	PA...	Pennsylvania
IL...	Illinois	PR...	Puerto Rico
IN...	Indiana	RI...	Rhode Island
KS...	Kansas	SC...	South Carolina
KY...	Kentucky	SD...	South Dakota
LA...	Louisiana	TN...	Tennessee
MA...	Massachusetts	TX...	Texas
MD...	Maryland	UT...	Utah
ME...	Maine	VA...	Virginia
MI...	Michigan	VT...	Vermont
MN...	Minnesota	WA...	Washington
MO...	Missouri	WI...	Wisconsin
MS...	Mississippi	WV...	West Virginia
		WY...	Wyoming

CANADIAN PROVINCES

AB...	Alberta	NT...	Northwest Territories
BC...	British Columbia	ON...	Ontario
MB...	Manitoba	PE...	Prince Edward Island
NB...	New Brunswick	QC...	Quebec
NS...	Nova Scotia	SK...	Saskatchewan
		YT...	Yukon Territory

MEXICAN STATES

AG...	Aguascalientes	JA...	Jalisco
BJ...	Baja California	ME...	Michoacan
BS...	Baja California Sur	MR...	Morelos
CH...	Chihuahua	MR...	Maya
CI...	Colima	NL...	Nuevo Leon
CL...	Coahuila de Zaragoza	OR...	Oaxaca
CM...	Campeche	PU...	Puebla
CU...	Cuba	QU...	Queretaro
DF...	Districto Federal	SI...	Sinaloa
DO...	Dominican Republic	SL...	San Luis Potosi
EC...	Ecuador	SO...	Sonora
EG...	Egypt	TA...	Tamaulipas
EH...	El Salvador	TL...	Tlaxcala
EN...	England	TM...	Tabasco
GJ...	Guatemala	TL...	Tlaxcala
GR...	Greece	TM...	Tlaxcala
GU...	Guam	TL...	Tlaxcala
HA...	Haiti	TL...	Tlaxcala
HI...	Hawaii	TL...	Tlaxcala
HO...	Hong Kong	TL...	Tlaxcala
HR...	Hungary	TL...	Tlaxcala
IS...	Iceland	TL...	Tlaxcala
IT...	Italy	TL...	Tlaxcala
JE...	Jersey	TL...	Tlaxcala
JO...	Jordan	TL...	Tlaxcala
JP...	Japan	TL...	Tlaxcala
KE...	Kenya	TL...	Tlaxcala
KG...	Kazakhstan	TL...	Tlaxcala
KH...	Korea	TL...	Tlaxcala
KI...	Kiribati	TL...	Tlaxcala
KN...	Kyrgyzstan	TL...	Tlaxcala
KR...	Korea	TL...	Tlaxcala
KU...	Kuwait	TL...	Tlaxcala
KZ...	Kazakhstan	TL...	Tlaxcala
LA...	Laos	TL...	Tlaxcala
LB...	Lebanon	TL...	Tlaxcala
LC...	Liechtenstein	TL...	Tlaxcala
LI...	Lithuania	TL...	Tlaxcala
LK...	Lanka	TL...	Tlaxcala
LR...	Liberia	TL...	Tlaxcala
LS...	Lesotho	TL...	Tlaxcala
LT...	Lithuania	TL...	Tlaxcala
LU...	Luxembourg	TL...	Tlaxcala
LV...	Latvia	TL...	Tlaxcala
LY...	Libya	TL...	Tlaxcala
MA...	Morocco	TL...	Tlaxcala
MC...	Monaco	TL...	Tlaxcala
MD...	Moldova	TL...	Tlaxcala
ME...	Montenegro	TL...	Tlaxcala
MG...	Madagascar	TL...	Tlaxcala
MH...	Marshall Islands	TL...	Tlaxcala
MI...	Maldives	TL...	Tlaxcala
ML...	Mali	TL...	Tlaxcala
MM...	Myanmar	TL...	Tlaxcala
MN...	Mongolia	TL...	Tlaxcala
MO...	Macao	TL...	Tlaxcala
MP...	Morocco	TL...	Tlaxcala
MQ...	Martinique	TL...	Tlaxcala
MR...	Morocco	TL...	Tlaxcala
MS...	Malta	TL...	Tlaxcala
MT...	Malta	TL...	Tlaxcala
MU...	Mauritius	TL...	Tlaxcala
MV...	Maldives	TL...	Tlaxcala
MW...	Malawi	TL...	Tlaxcala
MX...	Mexico	TL...	Tlaxcala
MY...	Malaysia	TL...	Tlaxcala
MZ...	Mozambique	TL...	Tlaxcala
NA...	Namibia	TL...	Tlaxcala
NC...	North Carolina	TL...	Tlaxcala
NE...	Nebraska	TL...	Tlaxcala
NF...	Norfolk Island	TL...	Tlaxcala
NI...	Nicaragua	TL...	Tlaxcala
NL...	Netherlands	TL...	Tlaxcala
NO...	Norway	TL...	Tlaxcala
NP...	Nepal	TL...	Tlaxcala
NR...	Nauru	TL...	Tlaxcala
NU...	Niue	TL...	Tlaxcala
NZ...	New Zealand	TL...	Tlaxcala
OM...	Oman	TL...	Tlaxcala
PA...	Panama	TL...	Tlaxcala
PE...	Peru	TL...	Tlaxcala
PF...	French Polynesia	TL...	Tlaxcala
PG...	Papua New Guinea	TL...	Tlaxcala
PH...	Philippines	TL...	Tlaxcala
PK...	Pakistan	TL...	Tlaxcala
PL...	Poland	TL...	Tlaxcala
PM...	St. Pierre and Miquelon	TL...	Tlaxcala
PN...	Pitcairn Islands	TL...	Tlaxcala
PR...	Puerto Rico	TL...	Tlaxcala
PS...	Palestine	TL...	Tlaxcala
PT...	Portugal	TL...	Tlaxcala
PW...	Papua New Guinea	TL...	Tlaxcala
PY...	Paraguay	TL...	Tlaxcala
QA...	Qatar	TL...	Tlaxcala
RE...	Reunion	TL...	Tlaxcala
RO...	Romania	TL...	Tlaxcala
RS...	Russia	TL...	Tlaxcala
RU...	Russia	TL...	Tlaxcala
RV...	Vanuatu	TL...	Tlaxcala
SA...	Saudi Arabia	TL...	Tlaxcala
SB...	Solomon Islands	TL...	Tlaxcala
SC...	Seychelles	TL...	Tlaxcala
SD...	Sudan	TL...	Tlaxcala
SE...	Sweden	TL...	Tlaxcala
SG...	Singapore	TL...	Tlaxcala
SH...	St. Helena	TL...	Tlaxcala
SI...	Slovenia	TL...	Tlaxcala
SJ...	Svalbard and Jan Mayen	TL...	Tlaxcala
SK...	Slovakia	TL...	Tlaxcala
SL...	Sierra Leone	TL...	Tlaxcala
SM...	San Marino	TL...	Tlaxcala
SN...	Senegal	TL...	Tlaxcala
SO...	Somalia	TL...	Tlaxcala
SR...	Suriname	TL...	Tlaxcala
SS...	South Sudan	TL...	Tlaxcala
ST...	St. Vincent and the Grenadines	TL...	Tlaxcala
SV...	Sweden	TL...	Tlaxcala
SW...	Switzerland	TL...	Tlaxcala
SY...	Syria	TL...	Tlaxcala
SZ...	Swaziland	TL...	Tlaxcala
TA...	Taiwan	TL...	Tlaxcala
TC...	Turks and Caicos Islands	TL...	Tlaxcala
TD...	Togo	TL...	Tlaxcala
TE...	Togo	TL...	Tlaxcala
TF...	Territory of French Polynesia	TL...	Tlaxcala
TG...	Togo	TL...	Tlaxcala
TH...	Thailand	TL...	Tlaxcala
TJ...	Tajikistan	TL...	Tlaxcala
TK...	Turkmenistan	TL...	Tlaxcala
TL...	Turkey	TL...	Tlaxcala
TM...	Timor	TL...	Tlaxcala
TN...	Tunisia	TL...	Tlaxcala
TO...	Tonga	TL...	Tlaxcala
TR...	Turkey	TL...	Tlaxcala
TT...	Trinidad and Tobago	TL...	Tlaxcala
TU...	Turkmenistan	TL...	Tlaxcala
TV...	Tuvalu	TL...	Tlaxcala
TW...	Taiwan	TL...	Tlaxcala
TZ...	Tanzania	TL...	Tlaxcala
UA...	Ukraine	TL...	Tlaxcala
UG...	Uganda	TL...	Tlaxcala
UK...	United Kingdom	TL...	Tlaxcala
US...	United States	TL...	Tlaxcala
UY...	Uruguay	TL...	Tlaxcala
UZ...	Uzbekistan	TL...	Tlaxcala
VA...	Vatican City	TL...	Tlaxcala
VC...	St. Vincent and the Grenadines	TL...	Tlaxcala
VE...	Venezuela	TL...	Tlaxcala
VG...	Virgin Islands	TL...	Tlaxcala
VI...	Virgin Islands	TL...	Tlaxcala
VN...	Vietnam	TL...	Tlaxcala
VU...	Vanuatu	TL...	Tlaxcala
WU...	Wales	TL...	Tlaxcala
WF...	French Polynesia	TL...	Tlaxcala
WI...	Wisconsin	TL...	Tlaxcala
WV...	West Virginia	TL...	Tlaxcala
WY...	Wyoming	TL...	Tlaxcala

6450-

FOR CARRIER ABREVIATIONS

See List of Participating Carriers, Pages 39 to 44.

6500-

EXPLANATION OF REFERENCE MARKS

- * No agent. Except as otherwise provided in notes referred to in connection with this station, freight charges to this station must be prepaid.
- † New station number.
- ‡ No facilities for handling freight.
- ** National Rate Basis point not found on official spell master.

Before the
SURFACE TRANSPORTATION BOARD

DOCKET NO. AB-865-X

HONEY CREEK RAILROAD, INC. - ABANDONMENT
IN HENRY COUNTY, INDIANA

and

DOCKET NO. FD-34869

HONEY CREEK RAILROAD, INC. PETITION FOR DECLARATORY ORDER

**VERIFIED REBUTTAL STATEMENT OF
WILLIAM E. SMITH**

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Dated: July 11, 2007

Before the
SURFACE TRANSPORTATION BOARD

DOCKET NO. AB-865-X

HONEY CREEK RAILROAD, INC. - ABANDONMENT
IN HENRY COUNTY, INDIANA

and

DOCKET NO. FD-34869

HONEY CREEK RAILROAD, INC. PETITION FOR DECLARATORY ORDER

**VERIFIED REBUTTAL STATEMENT OF
WILLIAM E. SMITH**

INTRODUCTION

My name is William E. Smith and I am President and owner of Honey Creek Railroad Company, Inc. ("HCR"), and Morristown Grain Company. The purpose of this Verified Rebuttal Statement ("VRS") is to respond to contentions and factual inaccuracies raised by Mr. Gary L. Roberts in his June 26, 2007 response to the Petition for Declaratory Order which HCR filed with the Board on April 21, 2006. In that Petition, under an order from the Henry County, IN Circuit Court, HCR referred for the Board's consideration a narrow question concerning the application and interpretation of the Board's notice of abandonment consummation regulations under Indiana Code §32-23-11-6 (a)(2). In order to provide the Board with an accurate and complete record upon which to make a decision in this proceeding, I am authorized by HCR to file this statement for the Board's consideration

MR. ROBERTS' CONTENTIONS

Incident to this proceeding, Mr. Roberts has obtained extensive document production and deposition testimony and attempts to attack HCR's status as a common carrier railroad under the ICC's acquisition and operating authority granted in Finance Docket No. 32332 and the Board's exempt abandonment authorization issued in AB-865-0-X; Honey Creek Railroad, Inc. – Abandonment Exemption – In Henry County, Indiana. In Mr. Roberts' response to HCR's Petition for Declaratory Order, he asserts that various acts or omissions on the part of HCR prevented it from becoming a "railroad" or alternatively created a *de facto* abandonment which predated HCR's notice of exempt abandonment in AB-865-X and that the Board had no jurisdiction over the HCR/Sulphur Springs line. Based on these contentions, Mr. Roberts tries to assert that the HCR right of way reverted to him and that he was therefore entitled to remove HCR railroad track and related rail facilities from the HCR right of way and convert them to his personal use notwithstanding that HCR had yet to file a Notice of Consummation with the Board.

HISTORY OF HCR LINES AND OPERATIONS

Morristown Grain Company has three plant locations. We operate a plant in Morristown, Indiana which is directly served by CSX Transportation, Inc. We also operate a plant at Rushville, Indiana which was originally served by Norfolk Southern and then by Indiana Hi-Rail Corporation. Finally, we operated the plant at Sulphur Springs, Indiana which was originally served by Consolidated Rail Corporation.

In 1982, Norfolk Southern abandoned the Rushville line¹ but it was subsequently acquired by Indiana Hi-Rail in 1983 for non common carrier operations.² After 1983 and under IHRC ownership and operation, traffic continued to diminish on the Rushville line until our Rushville plant was the only active shipper on the Mays-Rushville segment. In 1988 Indiana Hi-Rail terminated its rail service on the line from New Castle to Mays just north of our Rushville plant (See Exhibit A).

On March 23, 1993, I incorporated HCR, Inc. in order to preserve rail service at Morristown Grain's Rushville and Sulphur Springs plant locations (Exhibit B). In early 1993, I was approached by Indiana Hi-Rail and asked if I wanted to acquire the line from the connection with CSXT to our Rushville plant in order to preclude it from being scrapped by Indiana Hi-Rail. On August 20, 1993, HCR agreed to purchase the Rushville line from Indiana Hi-Rail to preserve continued rail access from our Rushville plant to CSXT (Exhibit C). On September 3, 1993 and September 30, 1993, Indiana Hi-Rail Corporation deeded the Rushville line to HCR. (Exhibit D)

In the summer of 1993 I was also approached by Consolidated Rail Corporation and advised that it intended to abandon its line from New Castle through Sulphur Springs to Anderson, Indiana. Conrail inquired whether I would be willing to purchase the line from New Castle, Indiana to our Sulphur Springs plant in order to preserve common carrier rail service and I indicated that we would do so. On August 2, 1993 HCR executed an agreement of sale to acquire the Sulphur Springs line from Conrail. (Exhibit E)

On August 26, 1993, HCR, Inc. filed an ICC Verified Notice of Exemption for Acquisition of the Sulphur Springs line from Conrail under 49 U.S.C. §10901 (Exhibit F)

¹ Docket No AB-10 (Sub No 11) Norfolk and Western Railway Co - Abandonment Between New Castle and Rushville in Henry County, IN, (Served Nov 4, 1982)

² F D 30169, Indiana Hi-Rail Corp - Exemption from 49 U.S.C. Title IV - Operations between New Castle and Rushville, IN

and on September 9, 1993 HCR received a \$200,000 loan from the Indiana Department of Transportation for the acquisition and rehab of the Sulphur Springs line. (Exhibit G) On September 10, 1993 Conrail deeded the Sulphur Springs line to HCR. (Exhibit H) On September 20, 1993, the STB issued HCR exempt common carrier acquisition and operating authority effective September 3, 1993 in Finance Docket 32332 for the Sulphur Springs line.

Thus, Honey Creek Railroad began common carrier operations on the Sulphur Springs line in the fall of 1993 and began private contract operations on the Rushville line at approximately the same time. Rail operations of both lines were provided by Morristown Grain employees and were managed by the Morristown Grain plant managers on each line to facilitate coordinated rail movements of unit grain train cars for interchange with CSXT (on the Rushville line) and Conrail and later Norfolk Southern (at New Castle, Indiana on the Sulphur Springs line).

The Morristown Grain plant at Sulphur Springs was the only active point of origin on the Sulphur Springs line. HCR did handle the delivery to Sulphur Springs of a generator for the peaking station at Cadiz, IN in 1995 or 1996 but that was a one time move. As indicated by the Norfolk Southern short line profile, HCR operated the Sulphur Springs line as a common carrier railroad under a handling line arrangement with Norfolk Southern. (Exhibit I) Under that arrangement, Sulphur Springs was assigned a Norfolk Southern local freight station accounting code (66051) and HCR received a \$25.00 per car allowance from Norfolk Southern for each loaded grain train received or shipped from Sulphur Springs. Sulphur Springs, IN was also listed as a joint NS/HCR station taking rates applicable to Muncie, IN in the Official Railroad Station List OPSC-6000 tariff. (Exhibit J). Unit trains were received from and forwarded to Norfolk Southern on the

HCR interchange track located immediately adjacent to the switch connection with the Norfolk Southern line at New Castle, Indiana. HCR shipments were handled either in railroad owned cars or in shipper owned equipment until late 1999. (Exhibit J-1)

In almost all cases, the consignees or third parties purchased grain or stored grain at the Morristown Grain Sulphur Springs plant and shipped it FOB origin and paid the freight charges on a collect basis to Norfolk Southern for traffic moving from the Morristown Grain Sulphur Springs plant to multiple destinations on NS in Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Virginia. For example, on June 29, 1999 (HCR's last year of operations on the Sulphur Springs line) Morristown Grain shipped a 50 car unit train to Cagle's Farm, Inc. in Dalton, GA and the collect freight bill was paid by Central States Enterprises in Heathrow, FL. Other unit train shipments occurred on February 18, 1999 to Basconville, SC; April 22, 1999 to Candor, NC; May 28, 1999 to Burch, NC; and July 6, 1999 to Harrisonburg, VA. One of our last unit train shipments occurred on December 11, 1999 to Liberty, NC. Thus, multiple customers purchased and shipped grain from Sulphur Springs to destinations throughout the United States but principally in the Southeast. (Exhibit J-1). On the other hand, at the Rushville plant, CSXT initially paid HCR an allowance of \$25.00 per car but subsequently discontinued that practice and since that time, Morristown Grain has subsidized the HCR operations on the Rushville line.

Under the 1993 HCR Conrail Purchase and Sale Agreement (Exhibit E), HCR agreed to acquire the Sulphur Springs line from Conrail, operate it as a common carrier railroad, assume all common carrier obligations with respect to the line and obtain an ICC exemption notice for the acquisition and operation of the line. In Appendix J, Freight Rates and Allowances, to the Agreement of Sale, Conrail agreed to absorb an HCR per car

allowance not exceeding \$50 per car and to apply line haul rates to and from Muncie, IN at stations on the Sulphur Springs line. Thus, HCR as a short line origin carrier did not participate in a division of the line haul rate and was not shown as a participating carrier in the line haul route. Rather, HCR was a common carrier agent for Conrail at Sulphur Springs. When Norfolk Southern acquired Conrail in 1996, it assumed our arrangements with Conrail and Sulphur Springs became a joint HCRR/NS station.

The point of this discussion is to confirm that HCR and its connecting line haul carriers participated in a standard railroad industry absorbed switching arrangement through which NS and HCR held out to the public to provide common carrier rail service to and from Sulphur Springs, IN. In fact, in the 2005 edition of the Open and Prepay Station List Tariff (Exhibit J), Sulphur Springs, IN is still listed as an HCR served station because HCR has yet to cancel its participation in that tariff publication.

In late December 1999, Morristown Grain experienced a cracked grain bin at its Sulphur Springs plant and on January 4, 2000, a second grain bin collapsed at the Sulphur Springs plant (See Exhibit K). The 1999 summer had produced a particularly moisture laden harvest and when placed into storage, the grain expanded and ruptured the two storage tanks at the Morristown Grain Sulphur Springs plant. The January 4, 2000 collapse caused grain to pour onto our plant property and onto the rail line and it took a considerable amount of time and effort to clean up the mess. In the meantime, we could not ship or receive grain by rail at the Sulphur Springs plant.

As a result of the loss which we suffered in December 1999, a dispute arose between Morristown Grain Company and its insurance carrier, Nationwide Insurance Company. Nationwide sought to limit its liability under our business interruption insurance policy and Morristown Grain was forced to sue Nationwide to enforce our

contract rights. Consequently, Morristown Grain could not obtain replacement insurance and was unable to resume operations at the Sulphur Springs plant. (Exhibit L) In July 2001 we discontinued plant operations at Sulphur Springs and HCR rail service was no longer needed for the Sulphur Springs plant.

As part of our adjustment to these business difficulties, it became necessary to upgrade the Rushville line, and in January 2001 HCR obtained INDOT approval for \$197,446 grant application to rehab the Rushville line. (Exhibit M) Given the price of relay rail, and given the uncertain future of the Sulphur Springs operations of Morristown Grain Company, we decided to remove the 132 pound rail from the Sulphur Spring branch in late 2001 beginning at the connection to NS at New Castle and continuing for 2.2 miles towards Sulphur Springs. We also removed a small segment of excess 132 lb. rail north of Highway 36 in Sulphur Springs. We then used this rail as part of the upgrade to the Rushville line. Since Morristown Grain was the only originator of rail traffic on the Sulphur Springs line, I knew HCR would not receive any request for rail service from other shippers. Moreover, depending upon the outcome of our litigation with the Nationwide Insurance Company, it was possible that in the foreseeable future HCR might either resume rail service or abandon the Sulphur Springs line.

On November 1, 2001, HCR advised Norfolk Southern that the Sulphur Springs line was out of service due to the collapse of the grain bins at the Sulphur Springs plant. This notification is confirmed by the handwritten notation at the bottom of the HCR short line marketing profile (Exhibit I) indicating that HCR had advised Norfolk Southern of this fact. In December 2001, acting on this information, Norfolk Southern removed its switch connection with HCR until such time as the status of the Morristown Grain plant at Sulphur Springs could be determined. (Exhibit N) It should be noted that despite the HCR

track removal and the NS switch removal, HCR retained ownership of its right of way connecting to the NS line at New Castle so that it is still possible even today to reconnect our tracks to NS.

As indicated by the exchange of correspondence between various Indiana Department of Transportation officials and Honey Creek Railroad in early 2002, (Exhibit O) INDOT officials brought to my attention the fact that removal of the rail from the Sulphur Springs line violated the security provisions of the 1993 INDOT loan we used to acquire and rehabilitate the Sulphur Springs line. On September 22, 2002, INDOT questioned me regarding the abandonment status of the Sulphur Springs line and I indicated to INDOT at that time that HCR had concerns regarding what might happen to the Sulphur Springs right of way if it were to be abandoned. As I recall, there had been extensive litigation in Indiana regarding ownership of abandoned railroad rights of way and I was uncertain as to how best to proceed. INDOT advised HCR that in its view, HCR should file an abandonment application with the STB as soon as possible.

However, in 2002 we were still uncertain whether our litigation and negotiations with National Insurance Company would enable us to reopen the Sulphur Springs plant and resume rail shipments from that location. I understand we could have filed a discontinuance of service application with the STB to obtain authorization to discontinue rail service on the Sulphur Springs line but, quite frankly, I kept hoping we could settle with the insurance company and reopen our plant. Nonetheless, we were able to resolve the concerns raised by Indiana DOT regarding the rail removed from the Sulphur Springs line and installed the Rushville line. We agreed that Indiana DOT could simply transfer its security interest in those rails to the Rushville line and in September 2002 INDOT made the necessary UCC security filings to protect its interest in that rail.

Early in 2004, it became apparent to me that our litigation and settlement negotiations with Nationwide Insurance Company were not proceeding in a manner which would enable Morristown Grain Company to reopen the Sulphur Springs plant, and on July 28, 2004, HCR filed a Notice of Exemption to abandon the Sulphur Springs line. The Board issued its authorization order on August 20, 2004 and directed that HCR undertake various arrangements concerning public and recreation trail use and comply with various environmental requirements as well. The Board's order further directed that HCR file a Notice of Consummation of the abandonment authorization not later than one year from that date.

As stated in our Petition for Declaratory Order, in June 2005, Mr Roberts entered onto HCR property and, without any notice to or consent of HCR, began to remove rail from the northwest end of the line along portions of the HCR right of way adjacent to his property. Mr. Roberts removed the rail, had it cut up into scrap and, we understand it is presently in the possession of a scrap dealer. Unfortunately, by cutting the track into scrap, Mr Roberts destroyed its utility and value as relay rail. The litigation HCR initiated in the Henry County Circuit Court seeks the recovery of the rail material and damages which HCR has incurred as the result of Mr. Roberts' wrongful removal and destruction of our rail.

HCR'S INTENT TO ABANDON

I must stress to the Board that notwithstanding the removal of 2.2 miles of rail in 2001, it was not HCR's intent to abandon the Sulphur Springs line until it became apparent that the Morristown Grain Sulphur Springs plant operations could not be resumed and HCR filed its Notice of Exemption with the Board in 2004. HCR removed the rail from the Sulphur Springs line in 2001 recognizing that it would be some time before a definite

answer as to what course of action Morristown Grain might take with respect to the Sulphur Springs plant. In the meantime, it seemed a waste to leave 132 pound rail unused and rusting on the Sulphur Springs line when HCR had an immediate need for the rail on the Rushville line. If Morristown Grain's settlement negotiations with the insurance company had resulted in a decision to reopen the Sulphur Springs plant, HCR would have replaced that 2.2 miles of track in order to recommence common carrier rail service to and from the Sulphur Springs plant.

In my experience, it is not uncommon for a railroad to pick up, relocate, and reinstall rail from one location to another on a rail line depending upon service and operating requirements. Since I owned and controled both HCR and Morristown Grain Company, I knew for certain that there would be no request for common carrier rail service on the part of Morristown Grain customer's to which HCR would have to respond. Accordingly, in these circumstances, there was very little possibility that HCR would be requested to provide rail service on the Sulphur Springs line. If such a request had been received, HCR would have put the line back in service.

Recently, I have been contacted by certain parties regarding the possible sale of the Sulphur Springs plant site and the HCR right of way for an ethanol plant. Since HCR has not filed its Notice of Consummation with the Board, HCR's right of way remains part of the national rail transportation network and I am investigating the possible opportunities available to sell or reactivate the Sulphur Springs plant and the HCR rail line for ethanol production or for other rail served businesses. If these plans materialize, it is possible that the HCR rail line could be reactivated and HCR might not consummate its abandonment authorization.

Finally, it my understanding that railroad tracks and ties are personal property because they are not permanently fixed to the railroad right of way. When HCR purchased the Sulphur Springs line from Conrail, it acquired the right of way by a quit claim deed and the track and ties under a separate bill of sale. (Exhibit E) Thus, notwithstanding Mr. Roberts' claim to a reversionary interest in the HCR right of way, his reversionary claims would have application only to an interest in real property, but not to the personal property of HCR which included the track and ties placed on HCR's right of way.

In the meantime, for purposes of HCR's state court litigation, I request that the Board address the Henry County Circuit Court's question of how the STB's Notice of Consummation regulations set out at 49 C.F.R. §1152 can be applied consistently with Indiana Code §32-23-11-6(a)(2).

VERIFICATION

I, William E. Smith, President of Honey Creek Railroad, Inc. declare under penalty of perjury that the foregoing is true and correct.



William E. Smith

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October 14, 1988

Ms. Jane F. Mackall, Director
Office of Proceedings
Interstate Commerce Commission
Washington, D.C. 20423

Re: REQUEST FOR INFORMAL ADVISORY OPINION

Dear Ms. Mackall:

I am writing on behalf of our client Indiana Hi-Rail Corp., ("IHR") to request an informal nonbinding advisory opinion from your office on the following question. Specifically, IHR would like to confirm that it is free to abandon a short section of trackage previously exempted from ICC regulation without further notice or regulatory action. The facts are as follows.

In 1983, IHR purchased a line of railroad between New Castle and Rushville, IN ("the Rushville line"), for which the Norfolk & Western Railway had previously sought and obtained abandonment authority from the Commission in Docket No. AB-10 (Sub-No. 11), Norfolk and Western Railway Company - Abandonment Between New Castle and Rushville, in Henry and Rush Counties, Indiana (Served Nov. 4, 1982). Although IHR had initially filed an offer of financial assistance with the Commission to acquire the line pursuant to 49 U.S.C. 10905 (d)-(f), it did not purchase the line through those procedures. Consequently, the Commission granted N&W a certificate of abandonment. Subsequently, N&W and IHR reached an agreement for purchase and operation of the line. IHR then petitioned the Commission under 49 U.S.C. 10505 for an exemption from all provisions of subtitle IV of 49 U.S.C. On July 11, 1983, the Commission granted IHR's exemption request and it consummated the transaction. See, FD 30169, Indiana Hi-Rail Corporation - Exemption From 49 U.S.C. Title IV -- Operations Between New Castle and Rushville, IN.

IHR was granted a complete and permanent exemption from the provisions of Title IV of 49 U.S.C. The Commission found, pursuant to 49 U.S.C. 10505, that regulation is not necessary to carry out the goals of the rail transportation policy of section 10101a, and that in fact exemption would "reduce barriers to entry" and "enable IHR to conduct its business in a more efficient and economical manner." Opinion at p. 4. Furthermore,

the Commission found that the transaction was of limited scope, as was the exemption of IHR's 22.21-mile line from Subtitle IV. Finally, the Commission determined that the preservation of rail service (the alternative being abandonment) would maintain or increase competitive alternatives for the shippers on the line.

With respect to the question of labor protection, raised at the time, the Commission ruled that the transaction fell under 49 U.S.C. 10901, because IHR had taken over a line previously abandoned by N&W, as to which N&W had already provided labor protection. No demonstration had been made "to justify additional protection beyond that NW employees already are receiving as a result of our approval of the abandonment." Opinion at p. 5.

Thus, the Commission "exempt[ed] Indiana Hi-Rail Corporation from the requirements of 49 U.S.C. Subtitle IV including the acquisition and operation of the ... Rushville line." Opinion at p. 6.

IHR now seeks, with ample economic justification, to abandon a portion of the Rushville line, from m.p. 1.9 (New Castle) to m.p. 14.0 (near Mays). IHR firmly believes that it has no need to obtain Commission approval to abandon the trackage involved. It is of limited mileage and is a part of the line which the Commission has consistently treated as exempt from all of Title IV¹ since the time of its abandonment by N&W.

Nor is there any reason to treat the abandonment of a portion of the line any differently than its acquisition and operation. The alternative to the original acquisition was permanent loss of service, since the line had already been abandoned. IHR has attempted to increase traffic on the line since its acquisition, and has been particularly unsuccessful on the portion of the line between Mays and New Castle.

Attached is a chart showing the traffic flow since 1983, and it is minimal on the northern portion of the line. Moreover, all of that traffic has either left the line or can easily be re-routed via the southern end of the line. Much of the traffic routed through New Castle (none originates in the southern portion and flows north of Mays) was for the account of Atlantic

¹ The Commission's order in FD No. 30169 stated that the exemption from Subtitle IV was granted, including (not "limited to") the acquisition and operation of the ... Rushville line." If there were any question as to the breadth of the exemption, that language should make clear that it was intended to be a complete exemption.

Veneer. ² That company, the only one on the northern portion of the line, has recently moved its operation to Connersville, IN, where it will continue to be served by IHR. It does not oppose the abandonment. All of the "other" traffic represented in the chart was routed through New Castle to customers on the southern end of the line. As is evident from the chart, virtually all of that now comes from the south, and all will be routed that way in the future.

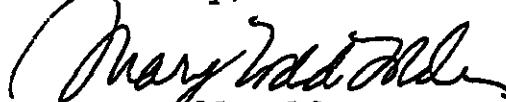
In short, there is and will be no traffic on the northern portion of the Rushville line, and it constitutes an economic drag on IHR and provides no benefit to the community.

Indiana Hi-Rail's Rushville line is exempt from Subtitle IV. There is no reason to keep the Mays - New Castle portion of the line in service, since there are no customers to serve. Therefore, IHR requests an informal advisory opinion that it is free to abandon that portion of the line without having to obtain an exemption or authorization from the Commission.

For the Commission's convenience, attached to this letter are the following:

Copy of the Commission's decision in FD No. 30169
A map of the line and the area in question
Chart showing traffic from 1983 to date on the Rushville line, as well as on that portion of it from Mays to New Castle, the portion sought to be abandoned.

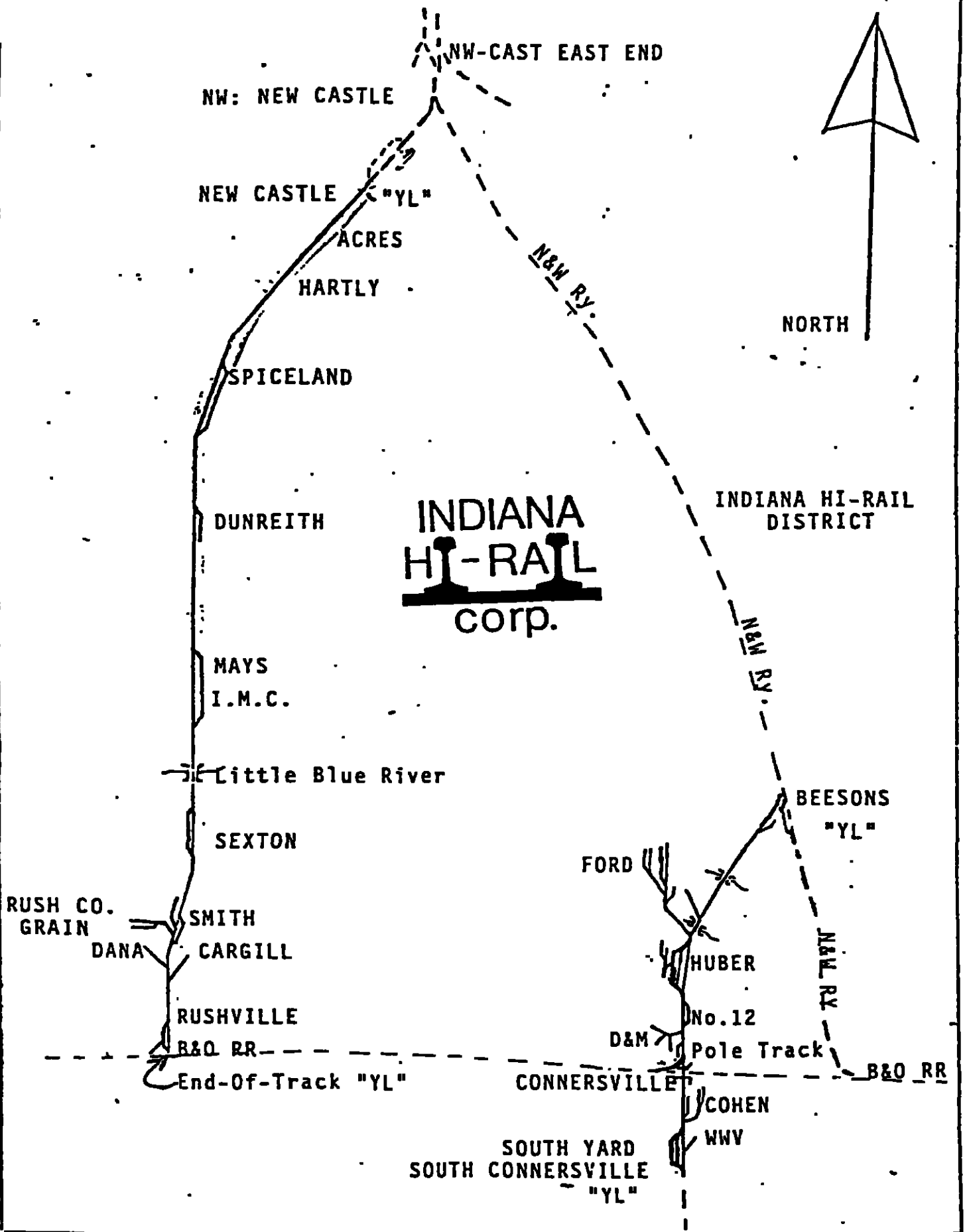
Sincerely,


Mary Todd Foldes

Enclosures

cc: Leslie D. Miller, Esq.
Joseph Dettmar, Esq.
Mr. Powell Felix
Mr. David Smoot

² Atlantic Veneer was responsible for the "logs" carloadings and for some of the "other" carloadings.



STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

HONEY CREEK RAILROAD, INC.

I, JOSEPH H. HOGSETT, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation, have been presented to me at my office accompanied by the fees prescribed by law; that I have found such

Articles conform to law; all as prescribed by the provisions of the

Indiana Business Corporation Law,

as amended.

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence will begin March 23, 1993.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Twenty-third day of March, 1993

Joseph H. Hogsett

JOSEPH E. HOGSETT, Secretary of State

By *Rosalie H. Buchner*

Deputy



RUSHVILLE DISTRICT - PURCHASE AGREEMENT

THIS AGREEMENT made this 20 day of August, 1993 between Honey Creek Railroad, Incorporated, hereinafter HCR, an Indiana corporation and Indiana Hi-Rail Corporations, hereinafter IHRC, an Indiana corporation,

WITNESSETH THAT:

WHEREAS, IHRC owns a railroad line extending from a connection with CSX Transportation at MP 23.8 in Rushville and continuing northward to MP 18.0 all located in Rush County, Indiana, hereinafter referred to as Rail Line and;

WHEREAS, HCR desires to purchase said Rail Line from IHRC for continued rail operations;

NOW THEREFORE in consideration of the mutual considerations set forth herein, the parties agree as follows:

1. Description of the Property

IHRC agrees to sell and HCR agrees to purchase the Rail Line beginning at the connection with CSX Transportation and MP 23.8 in Rushville and continuing northward to end of track at MP 18.0 including the real property, railroad right-of-way, road-bed, main track, sidings, industrial tracks, depots, yards, storage and parking areas, culverts, bridges, buildings, structures, communication and signal facilities, fixtures, and all other appurtenances located between said mileposts all in "AS IS, WHERE IS" CONDITION AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.>

2. Purchase Price

The purchase price shall be the sum of Eighty Five Thousand Dollars (\$85,000.00).

Purchase Price	85,000.00
INDOT Loan assumed	<u>16,929.19</u>
Balance due at closing (Prior to adjustment for interest in INDOT Loan)	68,070.18

3. Indiana Department of Transportation Loan

HCR shall assume all obligations for payment of interest and principal due the State of Indiana under loan IRSF-05 by novation. Appendix A attached hereto, outlines the repayment schedule under this loan. HCR shall assume a principal balance of \$16,929.19 on this loan. HCR and IHRC shall execute those reasonable documents the State may deem necessary in conjunction with the novation of this loan.

4. Closing

Closing shall take place on or before August 31, 1993 at a time and location mutually agreed upon by the parties.

5. Title

IHRC shall transfer title to HCR by quit claim deed free and clear of all liens and encumbrances except the INDOT loan above identified. IHRC shall, at its cost, prepare a draft deed and title documentation. It shall be the sole responsibility of HCR to examine title to its satisfaction.

6. Regulatory Approval

It shall be sole the responsibility of HCR to obtain all regulatory approvals that may be required under this Agreement.

7. Possession

HCR shall assume possession of the property upon closing.

8. Property Taxes

IHRC shall be responsible for the payment of all property taxes and any penalty thereon which is due and payable during 1993, including the November 1993 property tax installment. HCR shall be responsible for the payment of all property taxes and any penalty thereon which is due after January 1, 1994.

9. Default

In the event of failure to Close by HCR without legal cause, IHRC shall, in addition to all other legal remedies, be entitled to sell or dispose of the Rail Line as it deems appropriate without further notice or obligation to HCR, except as prohibited by law or regulation.

10. Records

At Closing, IHRC shall provide HCR originals or copies of all track charts, engineering diagrams, valuation maps, licenses, leases or other documents pertaining to the Rail Line.

11. Governing Law

This Agreement shall be construed and enforced under the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, each part being an original, as of the day and year first above written.

ATTEST:



INDIANA HI-RAIL CORPORATION

BY:



TITLE:

President

HONEY CREEK RAILROAD, INC.

ATTEST:



BY:



TITLE:

President

CORPORATE QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, That Indiana Hi-Rail Corporation ("Grantor"), a corporation organized and existing under the laws of the State of Indiana, CONVEYS AND QUITCLAIMS to Honey Creek Railroad, Inc., a corporation organized and existing under the laws of the State of Indiana, for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the following described real estate in Rush County, Indiana, to-wit:

The connection line with CSX Transportation and the line conveyed by a Corporate Quit-Claim Deed executed September 3, 1993, by and between Indiana Hi-Rail Corporation and Honey Creek Railroad, Inc. including the real property, railroad right-of-way, road bed, main track, sidings, industrial tracks, depots, yards, storage and parking areas, culverts, bridges, buildings, structures, communication and signal facilities, fixtures and all other appurtenances located between said mileposts all in "as is, where is" condition and without any express or implied warranties, including, but not limited to, any warranties of merchantability, habitability, or fitness for a particular purpose.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

This is to certify under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this deed at this time. Grantor further certifies under oath that there are no liens on the above described property except the taxes assumed by Grantee and the loan at INDOT assumed by Grantee.

Recital: Grantee assumes and agrees to pay the 1993 taxes due and payable in 1994 and all other taxes subsequently levied on said real estate.

Send Tax Statements to: Honey Creek Railroad, Inc.
P. O. Box 646
Morristown, Indiana 46161

In Witness Whereof, Grantor has caused this deed to be executed this 30th day of September, 1993.

(SEAL)
ATTEST:

Sandra Felix
Sandra Felix, Secretary

INDIANA HI-RAIL CORPORATION

By R. Powell Felix
R. Powell Felix, President

State of Indiana,
County of Fayette, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. Powell Felix and Sandra Felix respectively of Indiana Hi-Rail Corporation who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and official seal this 30th day of September, 1993.

My Commission Expires:

September 22, 1996

Melissa Lanning
Melissa Lanning
Notary Public residing in
Fayette County, Indiana

This instrument was prepared by William B. Keaton, attorney-at-law, Keaton and Keaton, P.C., 126 West Second Street, Rushville, Indiana 46173.

CORPORATE QUITCLAIM DEED

THIS INDENTURE WITNESSETH, That Indiana Hi-Rail Corporation ("Grantor"), a corporation organized and existing under the laws of the State of Indiana, CONVEYS AND QUITCLAIMS to Honey Creek Railroad, Inc., a corporation organized and existing under the laws of the State of Indiana, for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the following described real estate in Rush County, Indiana, to-wit:

All real estate, railroad right-of way, and improvements of the Indiana Hi-Rail Corporation railroad extending from the approximate mile post 17.35 at the center line of County Road 600N at the north line of Section 5, Township 14 North, Range 10 East; thence southerly through Jackson Township, part of Rushville Township and part of the City of Rushville to the north line of the right of way of the CSX Transportation, Inc. (B. & O.) Railroad in the north part of Section 5 and Section 6, Township 14 North, Range 10 East in Rush County, Indiana.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

This is to certify under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this deed at this time. Grantor further certifies under oath that there are no loans on the above described property except the taxes assumed by Grantee and the loan at INDOT assumed by Grantee.

Recital: Grantee assumes and agrees to pay the 1993 taxes due and payable in 1994 and all other taxes subsequently levied on said real estate.

Send Tax Statements to: Honey Creek Railroad, Inc.
P.O. Box 646
Morristown, IN 46161

In Witness Whereof, Grantor has caused this deed to be executed this 3 day of ~~August~~ ^{September}, 1993.

(SEAL)

ATTEST:

Indiana Hi-Rail Corporation

Sandra Felix
Sandra Felix,
Secretary

R. Powell Felix
R. Powell Felix
President

State of Indiana,
County of Fayette, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. Powell Felix and Sandra Felix respectively of Indiana Hi-Rail Corporation who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and official seal this 3rd day of ~~August~~ ^{September}, 1993.

My Commission Expires:

September 22, 1996

Melissa Lanning
Melissa Lanning
Notary Public residing in
Fayette County, Indiana

This instrument was prepared by William B. Keaton, attorney-at-law, Keaton and Keaton, P.C., 126 West Second Street, Rushville, Indiana 46173.

PURCHASE AND
SALE AGREEMENT

AGREEMENT, entered into as of this 2nd day of August, 1993, by and between HONEY CREEK RAILROAD, INC., an Indiana corporation ("Purchaser"), and CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation ("Conrail")

WHEREAS, Conrail owns and operates a rail line located in Henry County, State of Indiana, known as the Honey Creek Secondary Track, more fully described herein, and

WHEREAS, Purchaser has offered to purchase Conrail's interest in the Honey Creek Secondary Track as herein described, and Conrail is willing to sell its interest in the said Track, subject to the terms and conditions contained herein; and

WHEREAS, Purchaser intends to operate the said Track as a common carrier railroad line, and will assume all common carrier obligations as to the property constituting the said Track; and

WHEREAS, the parties have reached agreement concerning the terms and conditions of purchase and sale of said Track

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

SECTION I

PURCHASE AND SALE OF LINE

A. Agreement and Description. Subject to the terms of this Agreement, Purchaser agrees to purchase from Conrail, and Conrail agrees to sell to Purchaser, all the right, title, and interest of Conrail in and to (i) the real estate which constitutes its Honey Creek Secondary Track, between approximately milepost 104.1 (its connection with Norfolk Southern Railway Company) and approximately milepost 110.05 (the north side of highway Route 600), containing a total of 5.95 route miles of railroad line, as more particularly described in the form of deed attached hereto as Appendix A, together with all buildings, improvements and appurtenances thereunto belonging (except as may be specifically reserved herein or in said deed); (ii) all fixtures and articles of personal property attached to or located on the said real estate as of the date of Closing, including but not limited to rail and other track materials and ties, wires, pipes, conduits, electrical or mechanical signal devices, and all other appurtenant devices that constitute personal property under the laws of Indiana, as more particularly described in the form of Bill of Sale attached hereto as Appendix B (except as may be specifically reserved herein or in said Bill of Sale); and (iii) all interests of Conrail in and to any leases, easements, licenses, permits, agreements, sidetrack agreements, and privileges pertaining to the said real estate, as more particularly described in the form of Assignment and Assumption, attached hereto as Appendix C

B. Definition of "Property" Except where the usage and context hereof requires otherwise, all the real and personal property, appurtenances, rights and interests to be conveyed as aforesaid are hereinafter referred to as the "Property "

C. Consideration.

1 As consideration for the Property, Purchaser shall pay to

agreements, sidetrack agreements, third party claims, covenants, conditions, restrictions, rights of re-entry, possibilities of reverter, existing laws and ordinances, and orders of regulatory agencies, and (5) any pipes, wires, poles, cables, culverts, drainage courses or systems, or other facilities on or crossing the Property, together with the rights of any person entitled thereto to maintain, repair, renew, replace, use or remove the same. Said conveyance shall not, however, be subject to mortgage, tax or other liens for the payment of money. Conrail shall make its best efforts to obtain the release of any such liens prior to Closing at its own cost and expense. If Conrail is unable to obtain the release of any such liens prior to Closing, it will indemnify Purchaser for any cost or expense incurred by Purchaser as a result of any such liens.

G. Possession. Possession of the Property shall be delivered "as is" on the date of Closing, subject to the provisions of Subsection F above, and to any state of facts that an accurate survey or a prudent inspection of the Property would disclose, except as otherwise expressly provided herein

SECTION II

GOVERNMENTAL APPROVALS

A. Preparation and Filing

1. Purchaser, at its own cost and expense, shall prepare and file with any federal, state or local regulatory agency or department that has jurisdiction over all or any part of the transaction contemplated by this Agreement, all applications, petitions, requests, notices or other necessary filings, including appropriate filings or exemptions under 49 U S C 10901, and Purchaser shall do and take all actions necessary and prudent to obtain the requisite approvals, other authorizations, or exemptions from the necessity of such approvals to permit consummation of the transaction contemplated by this Agreement at the earliest practicable date. Conrail shall have the right to review and approve all such

documents prior to filing and, upon its approval of such documents, Conrail shall support fully the efforts of Purchaser to obtain such governmental approvals or exemptions.

2 Purchaser shall file such documents not later than 10 days after the execution of this agreement (provided Conrail has already indicated its approval of drafts of such documents) or 2 days after Conrail has provided its final approval of drafts of such documents, whichever date is the later. Purchaser agrees at its own expense to oppose any petition to reopen, reconsider or stay a regulatory order or authorization approving or exempting this transaction or any part thereof, and to defend any judicial action brought by any person challenging or otherwise contesting any necessary regulatory approval or contesting the right of either party to consummate this transaction.

B Responsibility for Labor Protection. The parties hereto have entered into this agreement on the premise that no labor protective conditions will be imposed by the Interstate Commerce Commission ("ICC"). In the event the ICC should impose labor protective conditions, Purchaser, subject to its rights pursuant to Section III.A (d) hereof to declare such conditions unacceptable and to refuse to close this purchase, shall be responsible for the costs of, and shall reimburse Conrail for, any labor protection expense, consisting of payments required to be made to employees of Conrail or Purchaser pursuant to any labor protective conditions imposed by the ICC in connection with its exemption or approval of the sale and conveyance of the Property

SECTION III

CLOSING

A. Conditions Precedent The obligations of the parties to effect Closing are subject to the following conditions precedent.

(a) Purchaser shall have performed and complied with all terms

and conditions required by this Agreement to be performed by Purchaser prior to Closing.

(b) Conrail shall have performed and complied with all terms and conditions required by this Agreement to be performed by Conrail prior to Closing

(c) Purchaser shall have obtained the requisite ICC exemption or approval of this transaction and, as of the date of Closing, such exemption or approval shall be in effect and not subject to a stay, restraining order or injunction with respect to approval of this transaction.

(d) The ICC exemption or approval of the transaction is not subject to any condition, including the imposition of labor protection expense, that either Purchaser or Conrail reasonably determines to be unacceptable. Any conditions imposed shall be presumed to be acceptable unless the affected party gives notice to the other within five business days of the service date of the ICC exemption or approval decision or order that the condition is unacceptable, and the reason therefor

(e) Any other governmental or regulatory approvals, authorizations or exemptions necessary under state, federal or local law or regulation for consummation of the transaction have been obtained

(f) The representations of Conrail set forth in Section VI hereof shall be true at Closing, or, if modified in writing by Conrail prior to or at Closing, such modifications are acceptable to Purchaser. If any such modification is not acceptable to Purchaser, then Purchaser may terminate this Agreement under the terms of Section VIII.C.2. hereof.

(g) Purchaser is reasonably satisfied that the Quitclaim Deed and Bill of Sale to be delivered by Conrail will convey a sufficient interest in the Property to allow Purchaser to conduct common carrier rail freight operations

thereon. The Quitclaim Deed and Bill of Sale will be presumed to be satisfactory unless Purchaser has advised Conrail of specific defects in the title not less than 15 business days before the Closing date.

B Date and Place Unless otherwise agreed between the parties hereto, Closing will be held at the office of Conrail's Asset Development Department, Six Penn Center, Philadelphia, Pennsylvania, on a mutually agreeable date ("Closing") that is not later than the later of (a) 30 calendar days following the date of this Agreement as specified in the preamble hereof, or (b) 15 business days after all the conditions precedent to closing set forth above have been waived or met. Unless otherwise specifically provided herein for a particular purpose, Closing shall be deemed to occur on the date of Closing at 11:59 p.m.

C Delivery of Documents

1 At Closing, Conrail shall deliver to Purchaser the following documents

(a) The aforesaid Quitclaim Deed in the form of Appendix A, duly executed and acknowledged to enable Purchaser to file such quitclaim deed for recordation in the jurisdictions in which the real property is located, and a duly executed Bill of Sale in the form of Appendix B

(b) A duly executed Assignment and Assumption by Conrail to Purchaser, in the form attached hereto as Appendix C, of all leases, easements, licenses, permits, agreements, sidetrack agreements and privileges pertaining to the real property and to be assigned to Purchaser. If any such documents pertain partly to the real property and partly to other property now or formerly owned by Conrail, the Assignment and Assumption will assign to Purchaser only the portion thereof which relates to the real property.

(c) An opinion of counsel in the form attached hereto as Appendix E

2. (a) At Closing, or within 90 days thereafter, Conrail shall make available to Purchaser or its designated representative, and surrender possession of, the following: (i) Track charts and valuation maps pertaining to the Property, (ii) Conrail's executed counterparts of any and all known pertinent leases, easements, licenses, permits, agreements, sidetrack agreements, privileges, and deed records which relate solely to the Property, and copies of any such documents which relate in part to the Property and in part to other property now or formerly owned by Conrail; (iii) a schedule of all known security deposits relating to the Property and held by Conrail as of the date of Closing, and (iv) Conrail's separate check in the aggregate amount of any and all known security deposits pursuant to the aforesaid agreements relating to the Property. Purchaser shall execute a receipt for all security deposits paid over hereunder, and shall execute an agreement releasing Conrail, and holding Conrail free and harmless from, any liability for any misapplication of such security deposits made after Closing.

(b) If, at any time subsequent to Closing, any security deposit or lease, easement, license, permit, agreement, sidetrack agreement or other document pertaining to the Property and not previously delivered to Purchaser hereunder shall be found to exist, Conrail will promptly deliver said security deposit or document to Purchaser, upon the execution by Purchaser of a receipt and release as provided in Paragraph (a) hereof. Purchaser will, upon request of Conrail or upon discovery thereof, return to Conrail any security deposit or lease, easement, license, permit, agreement, sidetrack agreement or other document, which does not pertain to the Property but which may have been delivered or paid to Purchaser in error.

3 At Closing, Purchaser shall deliver to Conrail the following

(a) evidence of a completed wire transfer of immediately available funds to Conrail's Escrow Holder pursuant to an escrow agreement with

Qualified Intermediary, in the amount of the purchase price due at Closing.

(b) an opinion of counsel in the form attached hereto as Appendix E

4. As soon as practicable after Closing, Purchaser shall record the quitclaim deed delivered by Conrail in each jurisdiction in which any part of the Property is located

D. Apportionments.

1. Real estate transfer taxes and sales or use taxes, if any, imposed by law shall be borne and paid by Purchaser. Real property taxes, utility charges, rents, income from leases, easements, licenses, permits, agreements, and privileges, if any, and any other revenues and expenses pertaining to the Property, shall be apportioned between the parties as of the date of Closing, regardless of the date assessed, paid or payable. Any special taxes or assessments levied, due and unpaid on the Property prior to Closing shall be paid by Conrail. In respect to any payments made by or to either party, whether before or after Closing, appropriate remittances shall be made promptly to assure that such items are apportioned as of the date of Closing. Either party shall have the right, for a period of one year after Closing, to audit (at its own expense) the books and records of the other party which pertain to expenses and revenues to be apportioned hereunder

2. If Conrail at Closing is in possession of funds received from a third party and intended to cover the cost of work to be performed or materials to be acquired pertaining to the Property pursuant to a contract or agreement to be assigned at Closing, Conrail shall pay to Purchaser any portion of said funds as are attributable to work that has not been completed or materials that have not been acquired on the date of Closing.

3. At Closing Purchaser shall sign, and deliver to Conrail for mailing, a joint letter in the form attached hereto as Appendix G, requesting all

persons as identified in said letter providing electric, gas, water, telephone or other utility services to the Property or any part thereof, to transfer such services and billing therefor to Purchaser, effective at Closing, and to issue a final bill to Conrail for such utility service. Purchaser shall refund to Conrail any payments previously made by Conrail for utility services furnished or to be furnished after Closing

4 All recording costs and filing fees required to be paid with respect to documents under this Agreement, and the cost of a survey, if one is required, shall be the sole responsibility of Purchaser

5 Each party hereto shall be entitled to avail itself of any exemption from the payment of any taxes or fees which it may enjoy

SECTION IV

RAIL SERVICE

A. Interim Operations. Except and to the extent required by unforeseen emergencies, from the date of execution of this Agreement until Closing or until termination of this Agreement pursuant to its terms, Conrail shall not alter or modify the Property except in the ordinary course of business, and shall conduct its operations on the Property in the ordinary course of business, consistent with its past practice, except that Conrail shall have no obligation to repair or restore the premises in the event of an unforeseen casualty or other damage to the Property. In the event of such casualty or other loss, Purchaser may elect to terminate this agreement pursuant to Section VIII.C 1 hereof, or to accept the Property in its condition at Closing without abatement of the purchase price and without recourse to Conrail for the condition of the Property.

B. Transition of Operations. Unless otherwise agreed in writing, the orderly transition of rail freight operations on the Property and the apportionment of transportation revenues and expenses shall be governed by the terms of

Appendix H attached hereto

C. Interchange. The interchange of freight and equipment between Conrail and Operator after Closing shall take place at Muncie, IN, pursuant to terms agreeable to all involved parties.

D. Rates. Rates for freight traffic originating, terminating or moving over the Property after Closing and interchanged with Conrail shall be governed by the terms set forth in Appendix I attached hereto

E. Abandonment of Connecting Rail Line. If Conrail seeks ICC authority to abandon or discontinue service on the rail line between Anderson, Indiana and the Property after Closing, neither Purchaser nor any corporate affiliate of Purchaser shall oppose, or support any other party in opposing, the abandonment or discontinuance proceeding before the ICC.

SECTION V

INSPECTIONS

A. Inspection of the Property. Conrail will permit Purchaser and its employees or agents, upon prior notice and upon execution by Purchaser of a standard release, indemnity and confidentiality agreement satisfactory to Conrail, and execution of a release by all such employees and agents, to enter upon the Property prior to Closing, at reasonable times to be specified by Conrail, for the purpose of conducting a visual inspection or survey of the Property. Purchaser may examine, inspect, or test the Property consistent with the completion of a Phase I Environmental Site Assessment. Portable instruments for non-invasive on-site chemical testing may be utilized but no boring or sampling for off-site testing or other invasive testing shall be allowed without the specific permission of Conrail in writing. Any such activities by Purchaser on the Property shall not interfere with the normal operations of Conrail thereon without the prior approval of Conrail, which approval shall not be unreasonably withheld. Conrail shall be

furnished with a copy of any report of the inspection or survey, and Purchaser shall not disclose the results of the inspection or survey to any third party without the prior consent of Conrail in writing, unless required to do so by law.

B Hi-Rail Inspection. Upon request of Purchaser, Conrail shall arrange for a hi-rail inspection of the Property. The requisite vehicles (unless otherwise agreed) and drivers shall be provided by, and be under the control of, Conrail. Provision shall be made for up to two vehicles to participate in the inspection without charge to Purchaser. For any additional vehicles or subsequent hi-rail inspections, Conrail shall be entitled to reimbursement of its actual costs.

C Inspection of Documents. At any time after the effective date of this Agreement and prior to Closing, Conrail will allow Purchaser, at Purchaser's own cost and expense, to segregate, inspect and photocopy (for a reasonable fee to cover costs) during normal business hours and at a location designated by Conrail, all leases, licenses and other agreements described in Section III C 2 hereof, and existing track charts and valuation maps of the Property.

SECTION VI

REPRESENTATIONS OF CONRAIL

Conrail hereby represents to Purchaser that the following shall be true as of the day of Closing, except as modified in writing by Conrail on or prior to the date of Closing. Conrail makes no other representations, express or implied.

1. No affiliate of Conrail has any interest in the Property, except to the extent provided in a deed or other instrument of public record.

2. The execution of this Agreement and the consummation of the transaction contemplated by this Agreement will not result in any breach of, or constitute a default under, any mortgage or deed of trust given by Conrail and applicable to the Property.

3. Conrail presently conducts or holds itself out to conduct rail

freight common carrier operations on the Property

4. To the best knowledge of Conrail after reasonable investigation, there is no civil, criminal or administrative proceeding, arbitration or action pending before any court, administrative agency, or arbitration panel, against or affecting the Property, or Conrail's right to conduct rail freight transportation operations on the Property, the result of which, in the opinion of Conrail counsel, is likely to be an adverse decision that would materially and adversely affect Purchaser's ability to conduct common carrier rail freight transportation operations on the Property after Closing.

5. To the best knowledge of Conrail after reasonable investigation, there are no formal proceedings pending against Conrail before any administrative agency or court, based upon an allegation that a condition on the Property constitutes a violation of any environmental statute or regulation and the outcome of which, if adverse to Conrail, would be an order or judgment enforcing such statute or regulation.

6 The Property is not "Real Property" within the meaning of the Indiana Responsible Property Transfer Act, Burns Ind. Stat. Ann. 13-7-22.5-6 because it (1) does not contain one or more facilities which are subject to reporting under Section 312 of the Federal Emergency Planning and Community Right-to-Know Act of 1986 and federal regulations promulgated thereunder, (2) does not have underground storage tanks and (3) is not listed on the CERCLIS (42 U.S.C. 9616)

SECTION VII

ALLOCATION OF LIABILITY

A. Definition of "Obligations". As used in this section, the term "Obligations" shall be broadly construed, and shall include, without limitation, legal obligations, responsibilities, and liabilities to any person, firm, corporation or

governmental body, and the legal responsibility to assume losses, damages, and costs, that arise out of, by virtue of, or pursuant to

(i) any federal or state statute, principle of common law, or municipal ordinance,

(ii) any rule, regulation, order, decision, judgment, decree, mandate or directive of any court or other tribunal, or of any governmental agency, body, instrumentality, or political subdivision, or

(iii) any deed, contract, or other legally relevant or legally operative instrument

"Obligations," as defined herein, shall include, without limitation, obligations, responsibilities, losses, and liabilities in connection with, in respect to, or arising out of, (i) damage to or the loss of any property, or personal injury or wrongful death of any person, (ii) costs and expenses incurred for any purpose whatsoever (including costs incurred for remedial or corrective action, containment, clean-up, repair work and response to claims and actions), and (iii) assessments, fees, fines, penalties, judgments, awards, orders, and decrees. Except where otherwise specified, "Obligations," as herein defined shall include obligations that accrue, in whole or in part, prior to Closing as well as those arising after Closing.

B. Allocation of Specific Obligations. Except as otherwise agreed by the parties in any other document and to the extent stated in such other document, the parties shall, as between themselves, allocate obligations pertaining to the Property in accordance with this Section, without regard to considerations of fault or negligence

1. Licenses and Agreements. Purchaser shall be responsible for all Obligations arising after Closing or allocable to the period after Closing under the licenses and other instruments assigned to Purchaser at Closing by the Assignment and Assumption referred to in Section III(C)(1)(b) hereof Conrail

shall be responsible for any such Obligations arising before or allocable to the period before Closing

2. Personal Injury and Property Damage Purchaser shall be responsible for all Obligations arising out of personal injury to or the death of persons or loss of, or damage to, property (including the employees and property of the parties hereto, as well as the employees and property of third parties) occurring on or about the Property after Closing. Conrail will be responsible for all such Obligations with respect to occurrences on or about the Property between the date of this Agreement and Closing, except that any such Obligations that arise from any activity on the Property by Purchaser or its agents, employees, or contractors shall be the responsibility of Purchaser

3 Toxic or Hazardous Substances.

(a) Toxic or Hazardous Substances, as used in this Subsection, shall mean any material or substance that is defined or classified as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601(14)) or Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act (42 U.S.C. §§6903, 6921); a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act (33 U.S.C. §1317(a)(1)), a "hazardous air pollutant" under Section 112 of the Clean Air Act (42 U.S.C. §7412); or a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990 (49 U.S.C. App. §1802(4))

(b) Purchaser shall be responsible for Obligations which arise from the existence or presence of Toxic or Hazardous Substances (as herein defined) in, on or about the Property (hereinafter "Toxic Contamination") after Closing, except as provided in Subsection (c) below

(c) Conrail shall be responsible for Obligations arising from such Toxic Contamination, provided that prior to the date hereof Conrail was on written site-specific notice from a regulatory or governmental body that such Toxic Contamination resulted from a condition that is or might be a violation of applicable environmental laws or regulations in effect and as interpreted on the effective date of this Agreement, or that such condition is in violation of Conrail's representation contained in Section VI.5 hereof. Conrail's liability for any Obligation for which it is otherwise responsible hereunder shall be no greater than that resulting from the condition of the Property at Closing. Purchaser shall be responsible for any Obligation arising from Toxic Contamination resulting from a condition created as a result of Purchaser's possession of, or operations on, the Property, or any ongoing, continuing, migrating or subsequent release or contamination, or any increase in remediation or containment costs or liability, as a result of events occurring after Closing, including the passage of time.

(d) If at any time after Closing any Toxic Contamination is discovered which is or may be the responsibility of Conrail pursuant to Subsection (c) above, Conrail shall be notified of such Toxic Contamination and shall have the opportunity and right to investigate, determine its responsibility therefor, determine in connection with appropriate governmental or regulatory bodies the appropriate response or remedy for such Toxic Contamination, and remedy, with its own forces or contractors and at its own expense, such Toxic Contamination to the satisfaction of appropriate regulatory bodies or to the additional extent deemed appropriate by Conrail. Purchaser shall grant such rights of entry or other rights to Conrail, upon reasonable terms and without compensation, as may be necessary to allow Conrail to perform the inspections, remediation or other actions necessary to comply with this Subsection. In the event of dispute concerning Conrail's responsibility for any Obligation hereunder, the parties shall cooperate to resolve

such dispute as quickly as possible, and Purchaser, unless required by valid judicial or regulatory order to take immediate action to remedy a specific condition, shall during the resolution of such dispute take no actions inconsistent with Conrail's right to seek a determination from the appropriate regulatory or judicial body of the remedy required by law and to remedy the Toxic Contamination with its own forces or contractors. Conrail shall not be liable to Purchaser for any damages, costs or expenses incurred as a result of such Obligation, except that if Purchaser is required by valid judicial or administrative order as provided above to take immediate action to remedy any Obligation which is later determined to be the responsibility of Conrail hereunder, Purchaser shall be able to recover its actual and reasonable costs from Conrail.

4 Other Physical Condition of the Property. Except as provided in Subsection 3 above, Purchaser shall be responsible for

(a) all Obligations that arise out of, in respect to, or in connection with, the physical condition, safety, utility, adequacy, marketability, value, suitability or fitness of the Property, or any portion thereof, or any defects therein, including without limitation, Obligations relating to (i) public or private street, bridge, underpass or other crossings, (ii) the demolition of structures or abatement of nuisances, (iii) the flow or obstruction of surface or subsurface waters, (iv) the stability of the soil on, above, over, or adjacent to the property, (v) support for, or by, adjacent property or the collapse of soil or other materials or buildings onto adjacent property, and (vi) the construction, repair, rehabilitation, alteration, maintenance, or use of the Property;

(b) Obligations imposed by the regulations or orders of any regulatory or licensing agency, or by agencies or governmental bodies responsible for preserving the public health or safety, the environment, natural resources, wildlife, historic sites, vegetation, public

parks or forests, or wetlands, and

(e) Obligations imposed by building or construction codes, or licensing, subdivision or zoning requirements, including Obligations relating to licensing, permits, notices, and fees.

5. Title Purchaser shall be responsible for all Obligations arising from any deficiency in Conrail's title to, or property rights in, the Property, or any rights held or claimed by third parties in or to the Property, except that, if Conrail has knowingly withheld or concealed any document affecting its title or property rights in the Property, Conrail shall be responsible for any deficiency created by such document

C Indemnity Except and to the extent otherwise provided in Subsection B.3 hereof, the party made responsible by this Section for any Obligations shall, (1) when possible, satisfy said Obligations, and (2) release, indemnify, protect, defend, and hold harmless the other party (and its directors, officers, agents, and employees) from and against said Obligations. Each party expressly waives, to the extent it lawfully may do so, (i) the benefits of any statute (including the Indiana Responsible Property Transfer Act) that would relieve it of any Obligations that it has assumed under this Section, and (ii) any defense predicated on alleged misrepresentations of fact (other than those contained in Section VI hereof) or the nondisclosure of any pertinent fact.

SECTION VIII

MISCELLANEOUS PROVISIONS

A Best Efforts Both before and after Closing, each party hereto shall execute and deliver such instruments and take such other actions as the other party may reasonably request in order to carry out the intent of this Agreement. Each party hereto shall use its best efforts to cause the transaction contemplated by this

Agreement to be consummated and, without limiting the generality of the foregoing, to obtain all consents and authorizations of governmental agencies and third parties and to make all filings with and give all notices to governmental agencies and third parties which may be necessary or reasonably required in order to effect the transaction contemplated by this Agreement.

B. Notices All notices, requests, consents, demands, or other communications desired or required to be given or submitted by one party to the other shall be sent by United States express, certified or registered mail, or by a private courier service providing proof of delivery, addressed as set forth below (or to such other address as either of the parties hereto may designate by written notice to the other party). A return receipt shall be conclusive evidence of the fact, date, and time of receipt

If to Conrail:

Consolidated Rail Corporation
Two Commerce Square
Philadelphia, PA 19101-1419

Attention: Assistant Vice President - Asset
Development

If to Purchaser:

William E. Smith
President
Honey Creek Railroad, Inc
120 E. Broadway Street
Morristown, IN 46161

C. Termination This Agreement may be terminated by the party designated below, if not then in default, upon written notice pursuant to Subsection B. hereof, in any of the circumstances designated below:

1 By either party, if, after the effective date of this Agreement

as specified in the Preamble hereof but before Closing, an event occurs or a condition within the purview of Section VII.B.3 or Section VII.B.4 hereof is discovered, which materially affects the safety, utility or economic value of the Property for railroad purposes, or which may materially increase the liability of either party to any governmental agency or other party, provided, if Purchaser is the party seeking termination hereof, such event or condition is not a direct result of Purchaser's negligence or Purchaser's operations or activities on the Property, and provided further that Conrail is given an opportunity to remedy the results of such event or condition promptly after discovery thereof, and declines to do so

2 By the Purchaser only, if a modification of a representation made by Conrail prior to or at Closing, pursuant to Section III A.(f) or Section VI hereof, is not acceptable to Purchaser Purchaser's election not to terminate this Agreement pursuant to this provision shall constitute an acceptance of any modifications of a representation made by Conrail pursuant to this Agreement, and shall foreclose Purchaser from asserting any rights or seeking any redress which is inconsistent with the modified representation

3 By Conrail only, (a) if Closing does not take place on or before June 30, 1993, or (b) if Conrail reasonably believes that Closing would result in a disruption, strike or other work stoppage on or over any part of its system.

D Entire Agreement; Amendment This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby and may not be amended except by written instrument executed by the parties. Any previous agreements or understandings between the parties regarding the subject matter hereof are merged into and superseded by this Agreement

E Survival of Terms All representations (as modified pursuant to the provisions hereof), warranties, covenants, terms, conditions, stipulations, and

provisions of this Agreement shall survive Closing and be binding upon and inure to the benefit of, and be enforceable by, the Parties, and their successors and assigns.

F Assignment.

1. Conrail may, prior to Closing, assign or transfer its rights, interests or obligations pursuant to this Agreement, or any portion hereof, and its equitable interests in and to the Property, to Qualified Intermediary, provided that no such assignment or transfer shall prevent performance by Conrail of its obligations hereunder, including the obligations to close as provided in Section III C.1 hereof, or affect Conrail's representations and warranties herein or the allocation of liability hereunder, or the rights and interests to be acquired by Purchaser at Closing. Qualified Intermediary may, after Closing, reassign any such rights, interests or obligations back to Conrail

2 Except as otherwise provided herein, neither Conrail nor Purchaser may assign, pledge, encumber, or transfer this Agreement, or any interest herein, without the prior written consent of the other party hereto

G. Beneficiaries Except as specifically otherwise provided herein, this Agreement is intended for the sole benefit of the parties hereto. Nothing in this Agreement is intended to or may be construed to give any person, firm, corporation, or other entity, other than the parties hereto, any rights pursuant to any provision or term hereof, and all provisions and terms of this Agreement are and shall be for the sole and exclusive benefit of the parties to this Agreement.

H. Governing Law. Except as otherwise provided herein, this Agreement and the rights and obligations accruing hereunder shall be construed and enforced in accordance with the laws of Indiana and relevant federal law

I. Appendices All appendices referred to in this Agreement are intended to be, and are hereby, specifically made a part of this Agreement.

J Waiver No waiver by either party of any failure of, or refusal by, the other party to comply with any obligation under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

K Time Tender Time shall be of the essence of this Agreement. Formal tender of deed and purchase money is hereby waived

L Broker Purchaser and Conrail each represent to the other that it has not dealt with any broker in connection with the transaction contemplated by this Agreement. Each party hereto shall assume and indemnify the other from any obligation arising from or in connection with any action by any broker or other party alleging that such broker or other party is entitled to a commission or other compensation, on the basis that it has dealt with such party hereto for the sale or purchase of the Property

M. Default. If either party hereto shall fail or refuse to close as required by this Agreement, shall fail or refuse in good faith to satisfy the conditions set forth in Section III A hereof, or shall otherwise be in default hereunder, then the other party, if not in default, may at its option terminate this Agreement by written notice as provided herein, and shall have such additional rights, and may exercise such additional remedies, as are afforded by law

N Confidentiality. The terms and conditions of this Agreement are confidential, and neither party hereto without the prior consent of the other shall reveal any provisions hereof to any third party (except an employee, attorney or consultant entitled to know the provisions hereof in the ordinary course of the business of the party), except to the extent required by law or regulation or a valid

judicial or administrative order, or except to the extent necessary to comply with the provisions of Section II.A hereof.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

HONEY CREEK RAILROAD, INC.

Witness

Rebecca McDonald

By William E. Smith

Title Pres.

CONSOLIDATED RAIL CORPORATION

Witness

James A. Flynn

By: M. Virginia Esert

Title M. VIRGINIA ESERT

HONEY1 CEM

Purchase and Sale Agreement

**Consolidated Rail Corporation
and
Honey Creek Railroad, Inc.**

LIST OF APPENDICES

- A Form of Deed**
- B Form of Bill of Sale**
- C Form of Assignment and Assumption**
- D Purchase Price Allocation Schedule**
- E Form of Conrail Opinion of Counsel**
- F Form of Purchaser's Opinion of Counsel**
- G Form of Utility Transfer Letter**
- H Freight Operations**
- J Freight Rates and Allowances**

CASE NO. 70537

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY THAT BY THE AUTHORITY CONFERRED BY THE BOARD OF DIRECTORS OF CONSOLIDATED RAIL CORPORATION (CONRAIL) ON MARCH 18, 1988 TO THE CHAIRMAN AND CHIEF EXECUTIVE OFFICER TO CONDUCT THE BUSINESS AND AFFAIRS OF THE CORPORATION AND TO DELEGATE SUCH AUTHORITY AS HE MAY DEEM NECESSARY, THE CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER DID DELEGATE ON MARCH 19, 1991 TO THE SENIOR VICE PRESIDENT-DEVELOPMENT, WHO ON MAY 23, 1991 REDELEGATED TO THE ASSISTANT VICE PRESIDENT-ASSET DEVELOPMENT, AND WHO ON JUNE 26, 1991 REDELEGATED TO THE DIRECTOR-REAL ESTATE FIELD SERVICES AND DIRECTOR-MANAGEMENT SERVICES (NOW KNOWN AS DIRECTOR-ASSET MANAGEMENT), OR ANY OF THEM, THE AUTHORITY TO EXECUTE AND DELIVER ON BEHALF OF CONRAIL ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE OF THE HONEY CREEK SECONDARY TRACK, BEING APPROXIMATELY 5.95 MILES OF THE HONEY CREEK SECONDARY TRACK (LINE CODE 8222) FROM RAILROAD MILE POST 104.1 IN PRAIRIE TO RAILROAD MILE POST 110.05 IN SULPHUR SPRINGS, HENRY COUNTY, INDIANA, FOR THE TOTAL CONSIDERATION OF \$100,000 TO HONEY CREEK RAILROAD, INC., OR THE NOMINEE THEREOF.


Assistant Secretary
WILBERTA C. JACKSON

ASSIGNMENT AND ASSUMPTION

FOR VALUE received, CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, having a mailing address of Two Commerce Square, 2061 Market Street, Philadelphia, Pennsylvania 19101-1419, ("Conrail") hereby assigns, transfers, and sets over unto HONEY CREEK RAILROAD, INC., a Corporation of the State of Indiana, having an address of 120 East Broadway Street, Morristown, Indiana 46161, ("HCR") all rights of Conrail, if any, in and to any easements, leases, licenses, covenants, permits, agreements (including but not limited to utility agreements and sidetrack agreements) and pertaining to the Honey Creek Secondary Track (Line Code 8222), as identified in a deed from Conrail to HCR dated September 10, 1993 (hereinafter collectively referred to the "Agreements"), and with respect to those Agreements which pertain to property not conveyed to HCR by the aforementioned deed (hereinafter collectively referred to as the "Split Agreements") Conrail hereby assigns, transfers and sets over to HCR only that portion of the Split Agreements which pertain to the premises conveyed by the aforesaid deed: being all that certain property of Conrail, together with all the improvements, tracks and appurtenances thereon, being a portion of the line of railroad known as the Honey Creek Secondary Track (Line Code 8222) and identified in said deed dated September 10, 1993 from Conrail to HCR.

HCR hereby accepts assignment and assumes all the obligations, responsibilities, penalties, liabilities and duties of Conrail under the Agreements and Split Agreements as specified in the Purchase and Sales Agreement between the parties hereto and HCR hereby expressly releases and holds Conrail harmless from and against all obligations, responsibilities, liabilities and duties assumed by HCR and any costs associated therewith from and after the effective date of this Assignment and Assumption.

IN WITNESS WHEREOF, intending to be legally bound, Conrail and HCR have executed this Assignment and Assumption this 10th day of September 1993.

CONSOLIDATED RAIL CORPORATION
BY:

James C. Ryan
Witness

M. Virginia Ebert
M. Virginia Ebert, Director-
Asset Management

HONEY CREEK RAILROAD, INC.
BY:

Debra L. McDonald
Witness

William E. Smith
Title:

RE: Honey Creek Secondary -- Prairie, Jefferson and Sulphur
Springs in Henry County, Indiana -- Transfer of Utility
Accounts to Honey Creek Railroad, Inc. -- Case No. 70537

Dear :

This is a joint letter between Consolidated Rail Corporation
(Conrail) and Honey Creek Railroad, Inc. ("HCR") requesting the
transfer of utility accounts on the Honey Creek Secondary Track
from Conrail to HCR.

On ~~September 10~~ , 1993, by a deed dated ~~September 17~~ ¹⁹⁹³, Conrail
sold to HCR its line of railroad known as the Honey Creek
Secondary Track, located in Prairie, Jefferson and Sulphur
Springs, Henry County, Indiana. Please read your utility meters
for the following accounts and issue a final bill to Conrail.
this bill should be marked "Final Bill". The services and your
accounts therefor should be transferred to Honey Creek Railroad,
Inc., whose mailing address is 120 East Broadway Street,
Morristown, Indiana 46161, effective ~~September 11~~ , 1993.

<u>Utility</u>	<u>Conrail</u>		
<u>Account Number</u>	<u>Account Number</u>	<u>Service Address</u>	<u>Meter Number</u>

Thank you for your assistance

Very truly yours,

M Virginia Ebert
M Virginia Ebert
Director-Asset Management
Consolidated Rail Corporation
19-B, Two Commerce Square
2001 Market Street
Philadelphia, Pa 19101-1419

William E. Smith
President
Honey Creek Railroad, Inc.
120 E Broadway Street
Morristown, IN 46161

cc. R. Kavana - P507 - Please place a \$1.00 limit on
Payment Processing these accounts

cc President-Honey Creek Railroad, Inc.

CONSOLIDATED RAIL CORPORATION 2001 MARKET STREET P O BOX 41419 PHILADELPHIA, PA 19101-1419

7 0 5 3 7

BILL OF SALE

CONSOLIDATED RAIL CORPORATION

-to-

HONEY CREEK RAILROAD, INC.

For: Property in Prairie, Jefferson and
Sulphur Springs in Henry County,
Indiana.

Prep	Desc.
Apvd:	Compd.
Cnkd:	

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, with an office at Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania 19101-1419, hereinafter referred to as "Conrail", for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, to it in hand paid, does hereby GRANT, SELL and TRANSFER unto HONEY CREEK RAILROAD, INC., a Corporation of the State of Indiana, with a mailing address of 120 East Broadway Street, Morristown, Indiana 46161, hereinafter referred to as the "HCR", all its right, title and interest, insofar as its title or right permits it so to do, in all the personal property located on the property known as the Honey Creek Secondary Track, as more particularly described in a deed of even date herewith, between Conrail and HCR, conveying said Honey Creek Secondary Track to HCR, including but not limited to all rail, other track materials and all other property and appurtenances, both fixed and moveable, located on the Honey Creek Secondary Track and which constitutes personal property under the laws of the State of Indiana, except the radio base stations, radio controllers and related facilities ("Facilities"), which are retained by Conrail, subject however upon and to the covenants, conditions and restrictions hereinafter contained, to which HCR, for itself, its successors and assigns, agrees to be bound as part of the consideration hereof

FIRST: That the said personal property is conveyed by Conrail and accepted by HCR as is and where is, and without any warranties or representations of any nature or kind expressed or implied by Conrail.

SECOND: That HCR as of the date of this Bill of Sale, will assume all liability for future maintenance, repair or removal of said personal property, and shall protect, indemnify and hold harmless Conrail from and against any liability associated with the said personal property and any future maintenance, repair, improvement, replacement, removal or other expenses, whether required by any court or governmental agency, or otherwise.

THIRD: That Conrail shall have access over the Honey Creek Secondary Track as described in said deed for the purpose of removing said Facilities.

THE words "Conrail" and "HCR", as used herein, shall be deemed to include at all times and in all cases their respective successors or assigns.

IN WITNESS WHEREOF, CONSOLIDATED RAIL CORPORATION has executed this Instrument on this 10th day of *September*, 1992.

WITNESS:



CONSOLIDATED RAIL CORPORATION
BY:


M. Virginia Ebert, Director-
Asset Management

THIS INSTRUMENT PREPARED BY:

Francis C. Flynn
Consolidated Rail Corporation
19-B, Two Commerce Square
2001 Market Street
Philadelphia, PA 19101-1419

APPENDIX D

Purchase Price Allocation Schedule

Honey Creek Railroad, Inc. (HCR) and Consolidated Rail Corporation (Conrail), parties to the Purchase and Sale Agreement to which this schedule is attached, for the sale by Conrail to HCR of property therein described as the Honey Creek Secondary Track, agree that the consideration to be paid by HCR to Conrail, shall be allocated among the assets to be acquired, as follows:

Rail and other track	
materials	\$74,274
Real estate	21,932
Communications and Signals	3,794
Total	\$100,000

APPENDIX E

_____, 1993

William E. Smith
President
Honey Creek Railroad, Inc.
120 E. Broadway Street
Morristown, IN 46161

Dear Mr. Smith

I am counsel to Consolidated Rail Corporation (Conrail), and have examined the Purchase and Sale Agreement (Agreement), including its Appendices, between Conrail and Honey Creek Railroad, Inc. dated _____, 1993. This opinion is furnished in connection with Section III C.1 (c) of the said Agreement.

The Agreement provides that it shall be construed and enforced in accordance with the laws of the State of Indiana. In my opinion a court applying Pennsylvania conflict of laws rules would give effect to such choice of law, however, I express no opinion as to what law a court applying any other State's conflict of laws rules would apply.

For purposes of my opinion in paragraph 4 below, I have (i) assumed that a court would apply the substantive laws of Pennsylvania.

Based upon and subject to the foregoing, it is my opinion that:

1 Conrail is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania, and is qualified to do business in the State of Indiana.

2 Conrail has the corporate power and authority to enter into the Agreement and to carry out its obligations under the Agreement.

3 The execution and performance of the Agreement has been duly authorized and approved by all necessary corporate actions of Conrail.

4. The Agreement, when properly executed by Conrail, will be legally binding on and enforceable against Conrail in accordance with its terms, subject to applicable regulatory requirements, except that such enforcement may be subject to bankruptcy, insolvency, reorganization and other similar laws relating to creditors' rights generally and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

This opinion is furnished in connection with the transaction described in the Agreement and shall not be used or relied upon for any other transaction or purpose

Very truly yours,

APPENDIX F

_____, 1993

John F. Betak
Assistant Vice-President, Asset Development
Consolidated Rail Corporation
Two Commerce Plaza
2001 Market Street - 19A
Philadelphia, PA 19101-1419

Dear Mr. Betak

I am counsel to Honey Creek Railroad, Inc. (HCR) and have examined the Purchase and Sale Agreement (Agreement), including its Appendices, between Conrail and HCR dated _____, 1993. This opinion is furnished in connection with Section III C.3 (b) of the said Agreement.

The Agreement provides that it shall be construed and enforced in accordance with the laws of the State of Indiana. For purposes of my opinion in paragraph 4 below, I have assumed that a court would apply the substantive laws of Indiana in the interpretation and enforcement of each provision of the Agreement.

Based upon and subject to the foregoing, it is my opinion that:

1 HCR is a corporation duly organized, validly existing, and in good standing under the laws of the State of Indiana and is qualified to do business in the State of Indiana.

2 HCR has the corporate power and authority to enter into the Agreement and to carry out its obligations under the Agreement.

3 The execution and performance of the Agreement has been duly authorized and approved by all necessary corporate actions of HCR.

4. The Agreement, when properly executed by HCR, will be legally binding on and enforceable against HCR in accordance with its terms, subject to applicable regulatory requirements, except that such enforcement may be subject to bankruptcy, insolvency, reorganization and other similar laws relating to creditors' rights generally and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law)

This opinion is furnished in connection with the transaction described in the Agreement and shall not be used or relied upon for any other transaction or purpose

Very truly yours.

CONRAIL

Appendix C

RE: Honey Creek Secondary -- Prairie, Jefferson and Sulphur
Springs in Henry County, Indiana -- Transfer of Utility
Accounts to Honey Creek Railroad, Inc. -- Case No. 70537

Dear :

This is a joint letter between Consolidated Rail Corporation
(Conrail) and Honey Creek Railroad, Inc. ("HCR") requesting the
transfer of utility accounts on the Honey Creek Secondary Track
from Conrail to HCR.

On , 1992, by a deed dated , Conrail
sold to HCR its line of railroad known as the Honey Creek
Secondary Track, located in Prairie, Jefferson and Sulphur
Springs, Henry County, Indiana. Please read your utility meters
for the following accounts and issue a final bill to Conrail,
this bill should be marked "Final Bill". The services and your
accounts therefor should be transferred to Honey Creek Railroad,
Inc., whose mailing address is 120 East Broadway Street,
Morristown, Indiana 46161, effective , 1992.

<u>Utility</u>	<u>Conrail</u>	<u>Service Address</u>	<u>Meter Number</u>
<u>Account Number</u>	<u>Account Number</u>		

Thank you for your assistance.

Very truly yours,

M. Virginia Ebert
Director-Asset Management
Consolidated Rail Corporation
19-B, Two Commerce Square
2001 Market Street
Philadelphia, Pa 19101-1419

President
Honey Creek Railroad, Inc.
120 E. Broadway Street
Morristown, IN 46161

cc R. Kavana - #507 - Please place a \$1.00 limit on
Payment Processing these accounts.

cc: President-Honey Creek Railroad, Inc.

APPENDIX H

FREIGHT OPERATIONS

The terms and conditions set out below shall govern the transition from Consolidated Rail Corporation (Conrail) to Honey Creek Railroad, Inc (Purchaser), or such other railroad as may be authorized by Purchaser to conduct rail freight operations on the Property which is the subject of the Purchase and Sale Agreement between Conrail and Purchaser, dated August 2, 1993, to which this Appendix is attached. The date of such transition is hereafter referred to as the Operation Date. The term "Operator," as used herein, shall refer to both Purchaser and any railroad authorized by Purchaser to conduct such rail operations.

1. Relationship of the Parties

Nothing in this Appendix shall be deemed to constitute either Operator or Conrail as the agent of the other for the handling of any traffic, the billing or collecting of any charges, or the payment of any assessments.

2. Billing and Freight Revenue

A. Conrail will be responsible for processing and accounting for all unreported waybills (including freight billing of prepaid shipments originating and waybilled prior to 11:59 P.M., Operation Date) and submission of interline settlements, for all shipments that reach public team tracks or private sidings on the Property (collectively "Sidings") or the interchange yard by 11:59 P.M., Operation Date.

B. When Conrail participates in the road haul movement, Conrail will be responsible for processing and accounting for all waybills for all shipments

that reach the interchange yard or a Siding after 11:59 P.M , Operation Date. Such processing and accounting will include, as required, freight billing, interline settlements, and overcharge claim transactions

C Operator is a switching carrier as to traffic exchanged with Conrail, and the processing and account of earnings due it from Conrail shall be made in accordance with the AAR Mandatory Freight Accounting Rules governing switching settlements. Operator shall be responsible for the billing and collection of any local surcharges or tariff charges assessed by it in excess of any allowance paid to Operator by Conrail on inbound or outbound traffic, whether collect or prepaid.

3 Inventory of Loaded Cars

Conrail will prepare and make available to Operator an inventory of all loaded cars on the Property at 11:59 P.M., Operation Date, so that revenue resulting from shipments over the Property can be identified and properly distributed between Conrail and Operator The inventory will show separately

- A. Loaded cars at the interchange yard or on Sidings, which have not moved in linehaul service on the Property as of 11:59 P.M., Operation Date
- B Loaded cars at the interchange yard or on Sidings for which linehaul service on the Property has been completed as of 11 59 P.M., Operation Date.
- C Loaded cars enroute on the Property, in a train consist or at an

intermediate yard on the Property, as of 11:59 P.M., Operation Date

4 Switching Revenue

A. Where inbound cars are located at the interchange yard at 11:59 P.M., Operation Date, and no linehaul service over the Property has been performed, Operator shall be entitled to a switch allowance for movement of the cars over the Property.

B. Where outbound cars are located at the interchange yard at 11:59 P.M., Operation Date, and linehaul service on the Property has been completed, Operator shall not be entitled to a switch allowance

C. Where cars are located on sidings or are enroute on the Property at 11:59 P.M., Operation Date,
Operator and Conrail shall each be entitled to 1/2 of the switch allowance for movement over the Property

5. Miscellaneous Revenue Other Than Demurrage

Revenue from miscellaneous charges or switching bills for service provided by Conrail up to and including Operation Date will be retained by Conrail. Revenue from miscellaneous charges or switching bills for service provided by Operator after Operation Date will be retained by Operator.

6. Demurrage Revenue

Conrail will furnish Operator with detailed placement and other data necessary to compute demurrage charges for all cars subject to actual or

constructive placement on the Operation Date, and Operator shall bill for demurrage accrued on all such cars. Demurrage charges accrued up to 11:59 P.M. of the Operation Date shall be paid to Conrail by Operator when the customer is billed.

7. Switching Charges Assessed By Another Railroad

Charges for switching performed by another railroad on behalf of the owner of the Property pursuant to agreement or tariff, up to and including Operation Date, will be paid by Conrail. Such charges for switching performed after Operation Date will be paid by Operator. Such switching charges shall not be allocated to a revenue movement.

8. Car Accounting

An inventory of both loaded and empty equipment on the Property as of 11:59 P.M., Operation Date, will be taken by Conrail. For purposes of determining responsibility for car hire and car mileage payments, Conrail shall perform a paper interchange of all such equipment to Operator effective as of 11:59 P.M., Operation Date. Car mileage payments and the mileage portion of car hire shall be calculated based on the actual location of the car as of 11:59 P.M., Operation Date. Conrail will be responsible for car hire and mileage payments accrued prior to and on the Operation Date. Operator will be responsible for car hire and mileage payments accrued after Operation Date.

9. Car Hire and Reclaim

Operator is a switch carrier as to traffic exchanged with Conrail and shall be entitled to car hire reclaim pursuant to Rule 5 of the AAR Code of Car

Hire Rules, except that, during periods of peak covered hopper car use as determined by Conrail, Conrail may by notice to Operator limit car hire reclaim to a maximum of 3 days.

10. Billing and Collection

In the event Operator or Conrail erroneously receives payment for billing of the other party, the party receiving such payment shall remit the payment to the party making the billing in accordance with Section 14 hereof

11. Employee Claims for Lost Work

Operator shall reimburse and hold Conrail harmless from any claims for wages (including fringe benefits) made by Conrail employees, to the extent that such claims are based upon the allegation that work performed by Operator's employees or agents pursuant to this Appendix should have been performed by Conrail employees pursuant to applicable labor agreements.

12. Car and Trailer Repairs

Freight cars and trailers damaged on the Property, or requiring repairs not related to damage which are the responsibility of the user under applicable car interchange rules, on or prior to Operation Date, will be the responsibility of Conrail. Those damaged, or requiring repairs not related to damage which are the responsibility of the user under applicable car interchange rules, subsequent to Operation Date, will be the responsibility of Operator.

13 Freight Loss and Damage

A. Conrail shall be responsible for claims for freight loss and damage which arise from acts or omissions that occur on the Property prior to or on the Operation Date. Operator shall be responsible for such claims which arise from acts or omissions that occur on the Property subsequent to the Operation Date. If the date or location of an act or omission giving rise to a claim cannot be determined, freight loss and damage liability attributable to movements over the Property shall be assumed by Conrail and Operator in accordance with AAR Freight Claims Rules

B. Operator shall indemnify, defend, and hold harmless Conrail from freight loss and damage claims arising from acts or omissions that occur on the property after the Operation Date. Conrail shall indemnify, defend, and hold harmless Operator from freight loss and damage claims arising from acts or omissions that occur on the property on or before the Operation Date.

C. This provision is not intended, and shall not be interpreted, as an admission or acknowledgement of liability by Conrail or Operator with respect to any claim for freight loss and damage

D. Operator and Conrail will process claims in accordance with AAR Rules, Principles and Practices. Conrail will provide claim or prevention services upon request at an agreed upon cost

14 Payments

Payments required hereunder shall be settled and made in accordance with AAR Accounting Rules

APPENDIX I

FREIGHT RATES AND ALLOWANCES

The terms and conditions set forth below shall govern the establishment and assessment of freight rates and the compensation to be allowed by Consolidated Rail Corporation (Conrail) to the Operator of the Property which is the subject of the Purchase and Sale Agreement between Honey Creek Railroad, Inc and Conrail, dated August 2, 1993, to which this appendix is attached, for freight traffic which is interchanged between Conrail and the Operator:

Rating and Billing Line-haul rates for freight traffic originating, terminating or moving over the Property and interchanged with Conrail will be assessed in accordance with tariffs and contracts applying to or from Muncie, IN

Switching Allowances: For a period of three years, commencing with the date of this Agreement, Conrail will absorb, out of its revenues from rates assessed on inbound or outbound traffic to or from Muncie, IN, an amount not exceeding \$50 per car, for switch charges assessed on movements of grain between Conrail at Muncie and an origin or destination on the Property. These payments supersede any amounts which would be absorbed by Conrail under the provisions of CR Tariff 8001-B and supplements thereto or successive issues thereof. Switching allowances for additional commodities shall be negotiated upon request of either party.

Disclaimers: Nothing herein shall be construed to impose any right or obligation on Conrail to provide direct service with its own locomotives and crews to New Castle, IN or any point on the Property. Nothing herein shall be construed

to restrict in any way Conrail's right to establish, alter or modify its rates, rate structure, or other transportation terms and charges applicable to or from its station of Muncie or otherwise applicable for customers located on the Property.



BEFORE THE
INTERSTATE COMMERCE COMMISSION
FINANCE DOCKET NO. FD-32332

VERIFIED NOTICE
OF
HONEY CREEK RAILROAD, INC.
FOR EXEMPTION FROM REGULATION
UNDER 49 U.S.C. Sec. 10901
PURSUANT TO
49 C.F.R. Sec. 1150.31

This Verified Notice is filed pursuant to 49 C.F.R. Sec. 1150.31 by Honey Creek Railroad, Inc, an Indiana corporation, which is a non-carrier (hereinafter referred to as "Applicant"), to exempt from regulation under 49 U.S.C. Sec. 10901 Applicant's acquisition and operation of a line of railroad (the "Acquired Line") now owned by Consolidated Rail Corporation ("Conrail") extending generally between railroad mile post 104.1 which is located at the intersection of the Acquired Line with the main line of the Norfolk & Western Railway Company in Henry County, Indiana; and railroad mile post 110.05 which is located near the intersection of the Acquired Line with County Road 600N in Henry County, Indiana all of which is located in Prairie, Jefferson and Sulpher Springs townships in Henry County, Indiana, a total distance of 5.95 route miles, and described on Exhibit A hereto.

In accordance with 49 C.F.R. Sec.1150.33, Applicant hereby states as follows:

(a) The full name and address of Applicant is:

Honey Creek Railroad, Inc.
P.O. Box 646
Morristown, IN 46161-0646

(b) The names, addresses and telephone numbers of the representatives of Applicant who should receive correspondence are:

William B. Keaton
Keaton and Keaton, P.C.
126 West Second Street
Rushville, IN 46173-1874

and

William E. Smith, President
Honey Creek Railroad, Inc.
P.O. Box 646
Morristown, IN 46161-0646

(c) A Purchase and Sale Agreement between Conrail and Honey Creek Railroad, Inc. has been executed by the parties in anticipation of the closing of the sale and the commencement of operations which are expected to occur on or before September 4, 1993, but after the effective date of this Notice.

(d) The present operator of the property is Conrail. Honey Creek Railroad, Inc. expects to commence operations on or before the above-mentioned date but after the effective date of this Notice.

(e) Brief Summary of the Proposed Transaction:

(1) The railroad transferring the subject property is Consolidated Rail Corporation, 2001 Market Street, P. O. Box 41419, Philadelphia, PA 19101-1419.

(2) An agreement was signed between Honey Creek Railroad, Inc. and Consolidated Rail Corporation for the acquisition of the line from Conrail, on August 2, 1993.

(3) and (4) The total route miles of the subject rail line, which is now operated by Conrail, is 5.95 miles.

(f) Attached as Exhibit B to this Notice of Exemption is a map of the rail line to be acquired and operated by Honey Creek Railroad, Inc.

(g) Applicant certifies that the projected revenues for the line in question will not exceed those that would qualify for Class III carrier status.

Pursuant to 49 C.F.R. Sec. 1105.6(c), no environmental documentation is required because this proceeding involves authority for acquisition and operation under 49 U.S.C. Sec.10901 which will not exceed the thresholds established in 49 C.F.R. Sec. 1105.7(c)(4) or (5).

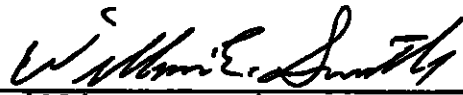
No historic report is required because the transaction involves the transfer of line for the purpose of continued rail operations, and further ICC approval is required to abandon any service. Applicant has no plans to dispose of or alter properties subject to ICC jurisdiction that are 50 years old or older.

Applicant will preserve intact all sites and structures more than 50 years old until compliance with the requirements of Section 106 of the National Historic Preservation Act, 16 U.S.C. Sec. 470, is achieved.

The caption summary required by 49 C.F.R. Sec.1150.34 is attached hereto as Exhibit C.

VERIFICATION

William E. Smith affirms under the penalties for perjury that the forgoing representations are true and correct to the best of its knowledge and belief.



William E. Smith

Respectfully submitted,



KEATON AND KEATON, P.C.
Attorneys for Applicant

Dated: August 26, 1993

c:\work\honey2.rtf

EXHIBIT "A"

Henry County, Indiana

Honey Creek Secondary, Line Code 8222

ALL THAT CERTAIN property of the Grantor, being a portion of the line of railroad known as the Penn Central Richmond Branch (a.k.a. the Honey Creek Secondary Track), and identified as Line Code 8222 in the Recorder's Office of Henry County, Indiana in Record 251 at page 27; further described as follows:

SITUATE in Prairie, Jefferson and Sulphur Springs in Henry County, Indiana and

BEGINNING at Railroad Station 7874+20, at approximately Railroad Mile Post 104.1, also being Grantor's southerly property line in the Township of Prairie as indicated on sheet 1 of 7 in Exhibit "B"; thence extending in a general northwesterly direction passing through the Township of Jefferson and the Town of Sulphur Springs to approximately Railroad Mile Post 110.05, being the northerly right of way line of Route 600 North, as indicated on sheet 7 of 7 in Exhibit "B".

BEING a part or portion of the same premises which John C. Kohl, as Trustee of the Property of The Philadelphia, Baltimore and Washington Railroad Company, Debtor, by Conveyance Document No. PB&W-CRC-RP-28, dated March 29, 1976 and recorded on October 19, 1978, in the Recorder's Office of Henry County, Indiana, in Record Book 252 at page 22&c., granted and conveyed unto Consolidated Rail Corporation.

1993 WL 366886 (I.C.C.)

SURFACE TRANSPORTATION BOARD (S.T.B)

HONEY CREEK RAILROAD, INC.
--ACQUISITION AND OPERATION EXEMPTION--
LINE OF CONSOLIDATED RAIL CORPORATION

Decided: September 14, 1993

*1 Service Date: September 20, 1993

INTERSTATE COMMERCE COMMISSION
NOTICE OF EXEMPTION
[Finance Docket No. 32332]

By the Commission, David M. Konschnik, Director, Office of Proceedings.

Honey Creek Railroad, Inc., (Honey Creek), a non-carrier, has filed a notice of exemption to acquire and operate approximately 5.95 miles of rail line owned by Consolidated Rail Corporation in Henry County, IN. The line extends generally between milepost 104.1, which is located at the intersection of the line with the main line of the Norfolk & Western Railway Company, and milepost 110.03, which is located at the intersection of the line with County Road 600N, all of which is located in Praine, Jefferson, and Sulphur Springs Townships. This exemption became effective on September 3, 1993.^[FN1]

Any comments must be filed with the Commission and served on: William B. Keaton, Esq., Keaton and Keaton, P.C., 126 West Second Street, Rushville, IN 46173-1874.

This notice is filed under 49 CFR 1150.31. If the notice contains false or misleading information, the exemption is void ab initio. Petitions to revoke the exemption under 49 U.S.C. 10505(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction.

Sidney L. Strickland, Jr.
Secretary

FN1 The parties had expected to consummate the proposed transaction on or before September 4, 1993, but stated that they would not do so before the effective date of this notice.

1993 WL 366886 (I.C.C.)
END OF DOCUMENT

(C) 2007 Thomson/West. No Claim to Orig. U S Govt. Works



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue

Room N755

Indianapolis, Indiana 46204-2249

(317) 232-5533

FAX: (317) 232-0238

EVAN BAYH, Governor

FREDERICK C P'POOL, Commissioner

Writer's Direct Line:

(317) 232-1478

IRSF-12

September 9, 1993

Mr. William E. Smith, President
Honey Creek Railroad
120 E. Broadway
Morristown, IN 46161

Dear Mr. Smith

Enclosed are two copies of your loan contract with the Indiana Department of Transportation along with a check in the amount of \$200,000.00 for your rail purchase and rehabilitation project. I am very happy the state is able to make this loan for the important rail rehabilitation work in east-central Indiana.

With regard to the Industrial Rail Service Fund loan agreement, please note Items 5 and 6 on page two of the contract. These reporting requirements must be adhered to as part of INDOT's continual review of all outstanding loan contracts. As described in item four of the agreement, the first payment for your loan is due December 1, 1993; the first day of the third month following your receipt of the funds.

Best of luck with the rehabilitation work on your project. Please do not hesitate to call me if you have any questions.

Sincerely,

Debra M. Simmons, Division Chief
Division of Intermodal Transportation

DS/TB/tb



EXECUTIVE DOCUMENT SUMMARY

State Form 4122*

Originating Agency/Division	Date Prepared
Intermodal Division-Rail Section	8-12-93
Contact Person	Phone
Thomas J. Beck, Rail Planner	232-1474

Instructions. 1 Please read the guidelines on the back of this form before preparing legal documents concerning the State of Indiana
2 Please type all information

Type of Document	Project/Requisition/Reference No		
☒ Contract ☐ Deed ☐ Lease ☐ Other (Specify)	IRSF-1312		
Total Amt. Involved	Funding Source	TIME PERIOD COVERED IN AGREEMENT	
\$200,000.00	Industrial Rail Service Fund	From (Mo/Yr) 9/93	To (Mo/Yr) 9/94
Description of Work or Action Involved			

The loan will be used to purchase and rehabilitate approximately six miles of track in Henry County, Indiana between Sulfur Springs and the track junction with the Norfolk Southern line, north of New Castle.

RECEIVED IN IDOA

AUG 25 1993

AUG 16 1993

17862

9/3/93

RECORD # B5014

PLEASE NOTE: The mortgage documents and the UCC forms included are copies because the originals have been sent to be recorded or filed with the respective state and local officials.

Method of Source Selection
☐ Bidding ☒ Negotiated ☐ Request for Proposal ☐ Sole Source ☐ Emergency ☐ Other.
Justification

Purchase of the track prevents the line from being abandoned by Conrail. The line serves a grain elevator which is important to the agricultural community in Henry and other nearby Counties. Rehabilitation is also important to improve rail operations on the line and to improve safety conditions, both for operators of the Honey Creek Railroad and the motoring public at rail crossings.

RECEIVED

SEP 07 1993

Agreement Principals, Address and relationship for each principal, i.e., Lessor, Grantor, Contractor, etc	
Borrower:	Lender:
Honey Creek Railroad 302 East Main Street Sulfur Springs, IN 47388	Indiana Department of Transportation Indiana Government Center North Room N755 100 North Senate Avenue Indianapolis, IN 46204-2217

ATTORNEY GENERAL
OF INDIANA

Will the attached document involve data processing system(s)?	☐ Possibly ☐ Yes ☒ No
---	---

CHECKLIST FOR ORDINARY LEGAL DOCUMENTS

The items listed below are a quick summary guide in helping you prepare legal documents concerning the State of Indiana

☐ PROPER TITLE	☐ CONSIDERATION	☐ EXECUTION
☐ IDENTIFY THE PARTIES	☐ NONDISCRIMINATION CLAUSE	☐ NON COLLUSION AFFIDAVIT
☐ STATUTORY AUTHORITY	☐ HOLD HARMLESS CLAUSE	☐ ACKNOWLEDGMENT

State Form 44588 (1-91)
APPROVED BY STATE BOARD OF ACCOUNTS
THIS WARRANT VOID AFTER 2 YEARS AFTER DEC. 31 OF THE YEAR OF ISSUE

AUDITOR OF STATE OF INDIANA
STATE HOUSE, INDIANAPOLIS, INDIANA 46204

6000/130012/135000 WARRANT NO.

20-103
740

30008380

30608380

PAY TWO HUNDRED THOUSAND DOLLARS AND NO CENTS

To Treasurer of State

PAY HONEY CREEK RAILROAD
TO THE PO BOX 646
ORDER MORRISTOWN, IN 46161
OF

DATE
09-09-93

THE SUM OF
\$ *****200,000.00

AGENCY CONTROL #

09-09-93-9000

Wm. J. ...
GOVERNOR OF INDIANA

⑈30608380⑈ ⑆074001035⑆ 80⑈0000 2⑈

#01

7 0 5 3 7

D E E D

CONSOLIDATED RAIL CORPORATION

-to-

HONEY CREEK RAILROAD, INC.

Land known as the Honey Creek
Secondary and situate in Prairie,
Jefferson and Sulphur Springs in
Henry County, Indiana.

Prep:	Descp:
Chkd:	Compd:
Apvd:	

Exhibit H

93008272

THIS INDENTURE WITNESSETH, that CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, whose mailing address is Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania, 19101-1419, hereinafter referred to as the Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), to it paid, the receipt of which sum is hereby acknowledged, releases and quitclaims to HONEY CREEK RAILROAD, INC., a Corporation of the State of Indiana, having a mailing address of 120 East Broadway Street, Morristown, Indiana 46161, hereinafter referred to as the Grantee, all its right, title and interest of, in and to the following described premises:

ALL THAT CERTAIN property of the Grantor, together with all of the improvements thereon, being that portion of the Grantor's line of railroad known as the Honey Creek Secondary and identified as Line Code 8222, situate in Prairie, Jefferson and Sulphur Springs in Henry County, Indiana, as indicated on Grantor's Case Plan 70537; being further referred to as "Premises" and described in Exhibit "A" and generally indicated by "PS" on Grantor's Case Plan No. 70537 in Exhibit "B" hereof; hereinafter referred to as "Premises":

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the land hereby conveyed, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of Indiana now or hereafter in force with respect to the covenants set forth below.

(1) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2) No right or means of ingress, egress or passageway to or from the Premises is hereby granted, expressly or by implication, and Grantor shall not be liable or obliged to provide or obtain for Grantee any such means of ingress, egress or passageway.

(3) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(4) Grantee by the acceptance of this Instrument, does hereby accept all existing and prospective responsibility for removal and/or restoration costs for any and all railroad bridges and grade crossings and their appurtenances that may be located on the Premises conveyed to the said Grantee; and Grantee further covenants and agrees that it will also assume any obligation and/or responsibility as may have been or may hereafter be imposed on Grantor by any Public Utility Commission or any other governmental agency having jurisdiction for any and all bridge structures and grade crossings and their appurtenances, including but not limited to the removal, repairing or restoration of same in accordance with the requirements of said Commission or other governmental agency; and Grantee further agrees to indemnify, defend and hold Grantor harmless against all costs, penalties, expenses, obligations, responsibility and requirements associated with said bridge structures and grade crossings and their appurtenances.

(5) Grantor shall not be liable or obligated to provide for or supply directly or indirectly, for money or otherwise, any type of utility service to Grantee, even if the Premises are supplied utility service or services from or through Grantor owned or Grantor retained utility service facilities at the time said Premises are conveyed to Grantee; and that if Grantor at its sole discretion elects to provide any utility service or services for money or otherwise to said Premises during the period during which Grantee is arranging at Grantee's own expense for provision of utility service or services direct from public utilities, Grantee shall have no continuing right to use such service or expectation that Grantor must continue to provide it. It is further understood that Grantee's use of any utilities that are supplied through Grantor's utilities or billed to Grantor by any public utility for Grantee's use shall be at the sole cost and expense of Grantee and if Grantee fails to relocate or arrange for a separation of utility services, Grantor may arrange for a separation of the utility services at Grantee's sole cost and expense.

(6) Nothing hereinabove shall be construed as relieving Grantee of any obligations that it has assumed in the agreement of purchase and sale dated providing for the sale by Grantor to Grantee of the Premises, which obligations are intended to survive closing.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the said Grantor has caused

this Indenture to be executed by M. Virginia Ebert, its Director-Asset Management, and attested by

WILBERTA C JACKSON its Assistant Secretary, this 10th day of September A.D. 1993.

signed, sealed and delivered in the presence of:

CONSOLIDATED RAIL CORPORATION
By:

Nancy B. Reynolds
NANCY B. REYNOLDS

M. Virginia Ebert
M. Virginia Ebert, Director-Asset Management

ATTEST:

Nancy B. Reynolds
NANCY B. REYNOLDS

Wilberta C. Jackson
Assistant Secretary
WILBERTA C. JACKSON



COMMONWEALTH OF PENNSYLVANIA)
: ss
COUNTY OF PHILADELPHIA)

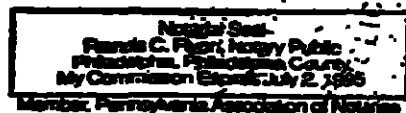
BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared M. Virginia Ebert, as Director-Asset Management and its Assistant Secretary, respectively, of CONSOLIDATED RAIL CORPORATION, and severally acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said CONSOLIDATED RAIL CORPORATION, and their voluntary act and deed as such officers.

WITNESS my hand and notarial seal, this 10th day of September A. D. 1993.

Francis C. Flynn
Notary Public

THIS INSTRUMENT PREPARED BY:

Francis C. Flynn
Consolidated Rail Corporation
Nineteenth Floor, Two Commerce Square
Philadelphia, Pennsylvania 19101



:nls

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

NOV 3 1993

Judith A. Bremer
AUDITOR HENRY COUNTY

RECEIVED FOR RECORD
AT 12:30 PM
RECORDED IN RECORD 309
PAGE 87 101 FEE \$31.00
CH 22874
NOV 3 1993

Linda C. Winchester
RECORDER HENRY COUNTY

DEED TO
HONEY CREEK RAILROAD, INC.

EXHIBIT "A"

Henry County, IndianaHoney Creek Secondary, Line Code 8222

ALL THAT CERTAIN property of the Grantor, being a portion of the line of railroad known as the Penn Central Richmond Branch (a.k.a. the Honey Creek Secondary Track), and identified as Line Code 8222 in the Recorder's Office of Henry County, Indiana in Record 251 at page 27; further described as follows:

SITUATE in Prairie, Jefferson and Sulphur Springs in Henry County, Indiana and

BEGINNING at Railroad Station 7874+20, at approximately Railroad Mile Post 104.1, also being Grantor's southerly property line in the Township of Prairie as indicated on sheet 1 of 7 in Exhibit "B"; thence extending in a general northwesterly direction passing through the Township of Jefferson and the Town of Sulphur Springs to approximately Railroad Mile Post 110.05, being the northerly right of way line of Route 600 North, as indicated on sheet 7 of 7 in Exhibit "B".

BEING a part or portion of the same premises which John C. Kohl, as Trustee of the Property of The Philadelphia, Baltimore and Washington Railroad Company, Debtor, by Conveyance Document No. PB&W-CRC-RP-28, dated March 29, 1976 and recorded on October 19, 1978, in the Recorder's Office of Henry County, Indiana, in Record Book 252 at page 22&c., granted and conveyed unto Consolidated Rail Corporation.

CASE NO. 70537

93

DEED TO

HONEY CREEK RAILROAD, INC.

EXHIBIT B

MAP ADDENDUM

THIS EXHIBIT "B" CONTAINS 7 MAPS.

WILMOT COUNTY, NEWARK
THIRD TRADING
0 000 0 000

CASE NO. 70537
SHEET 1 of 7

V57IN/30-56
AT W70 M 30-35
LC 0222

EXHIBIT "B"

PROPERTY TO BE CONVEYED
BY
CONSOLIDATED RAIL CORPORATION
TO
HONEY CREEK RAILROAD, INC.

PHIL SUTO & WASHINGTON K. R

References

MEAN 7 DAY AND 14 DAY

PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS!

THE NEW YORK TIMES

CLASSIFICATION: CONFIDENTIAL

DATE **PAGE**

NO. **OF**

TOTAL **PAGES**

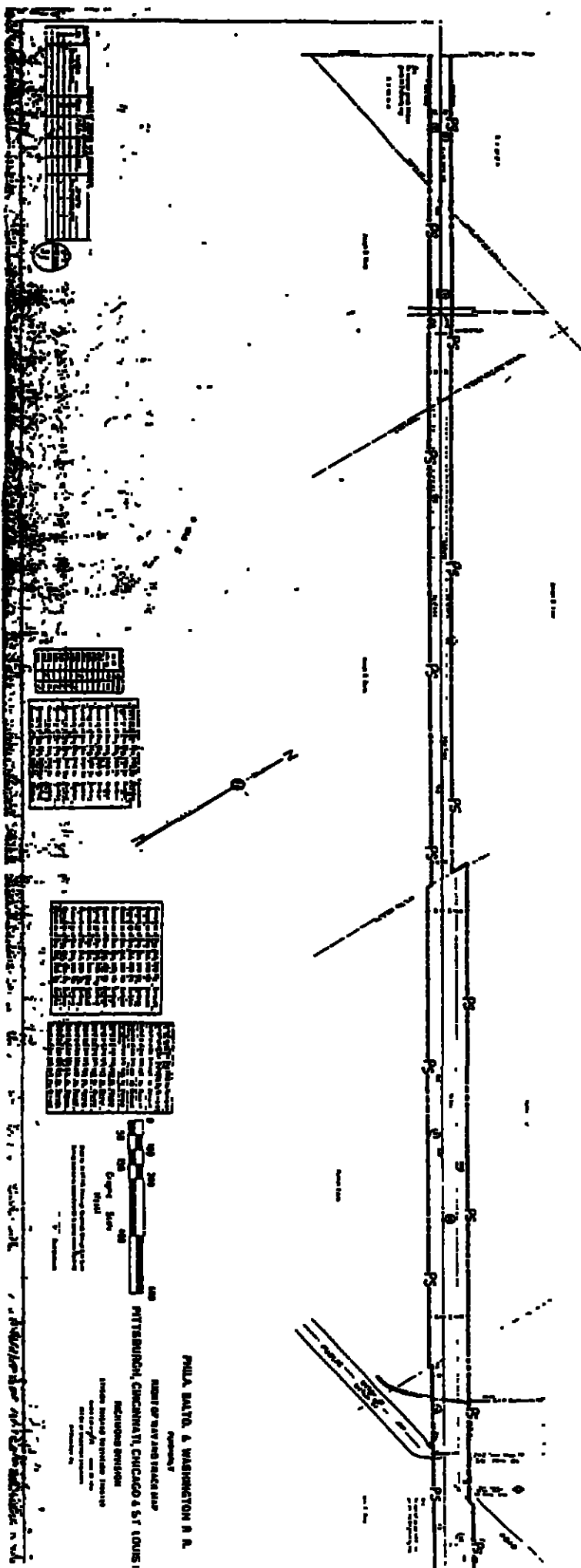
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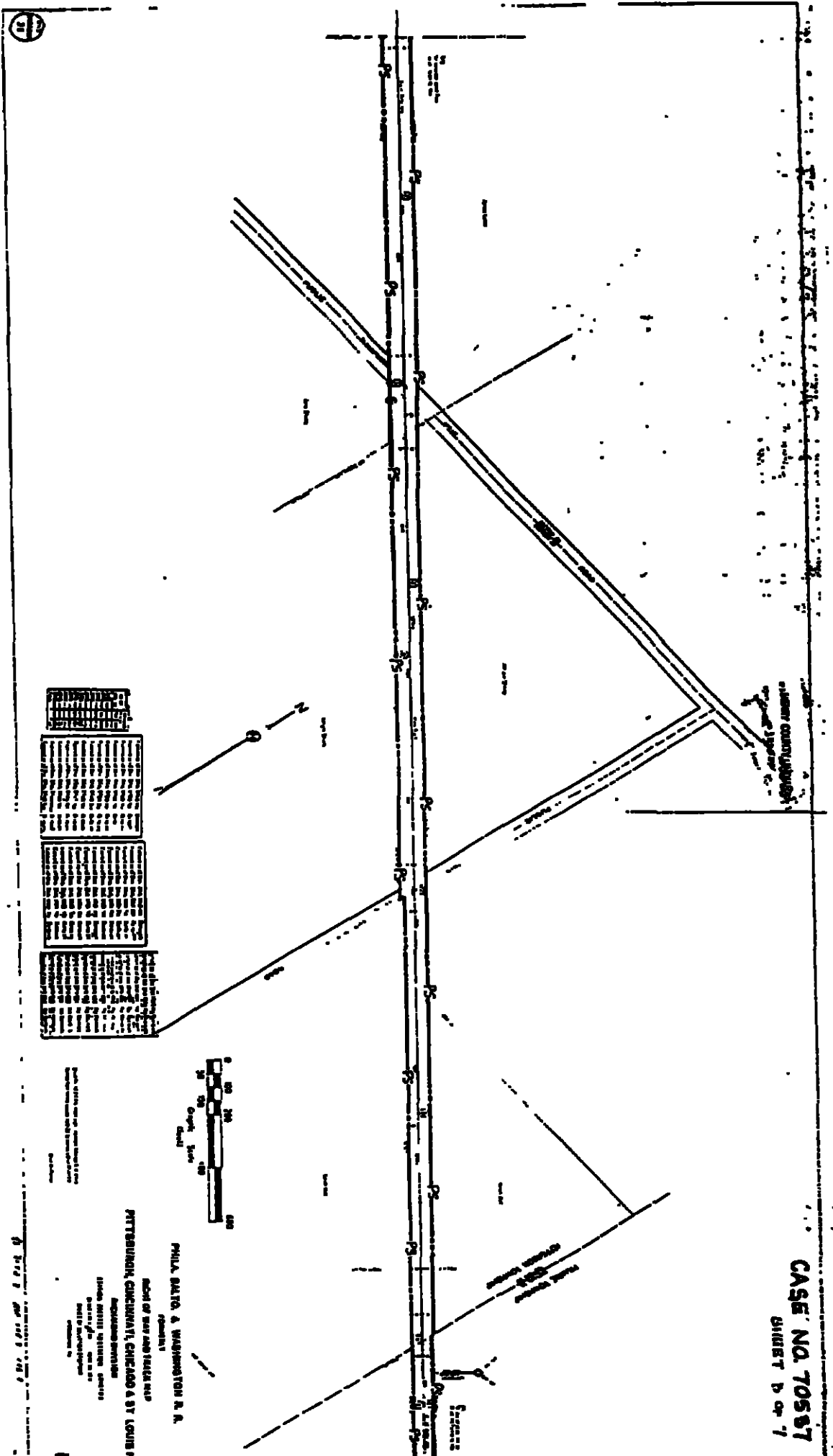
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HEAVY COUNTY, OHIO
 PAVEMENT DESIGN
 1966

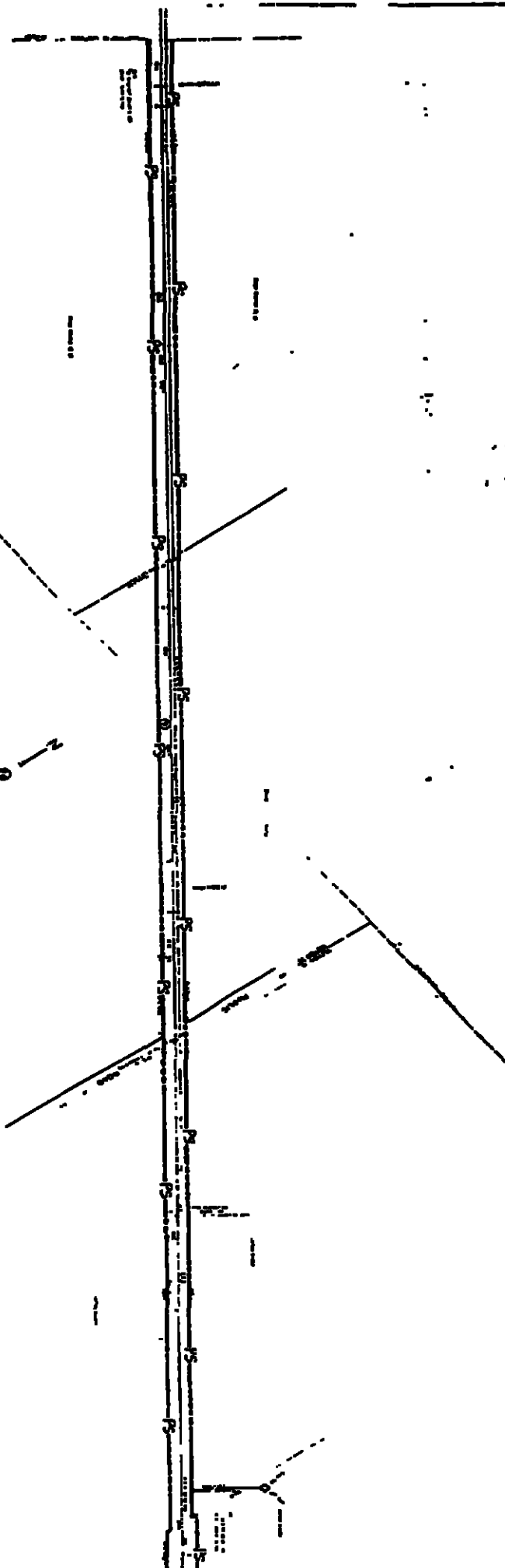
CASE NO. 70537
 SHEET 2 OF 7





ROBERT COUNTY, MISSOURI
ATTORNEY GENERAL
JAN 1 1907

CASE NO. 70597
QUEST 4 OF 7

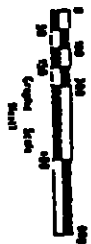


THE FOLLOWING IS A SUMMARY OF THE FACTS OF THE CASE AS SET FORTH IN THE PETITION AND ANSWER TO THE SAME:

On or about the 1st day of January, 1907, the undersigned, being duly sworn, depose and say that the above and foregoing facts are true and correct to the best of his knowledge and belief.

Subscribed and sworn to before me this 1st day of January, 1907.

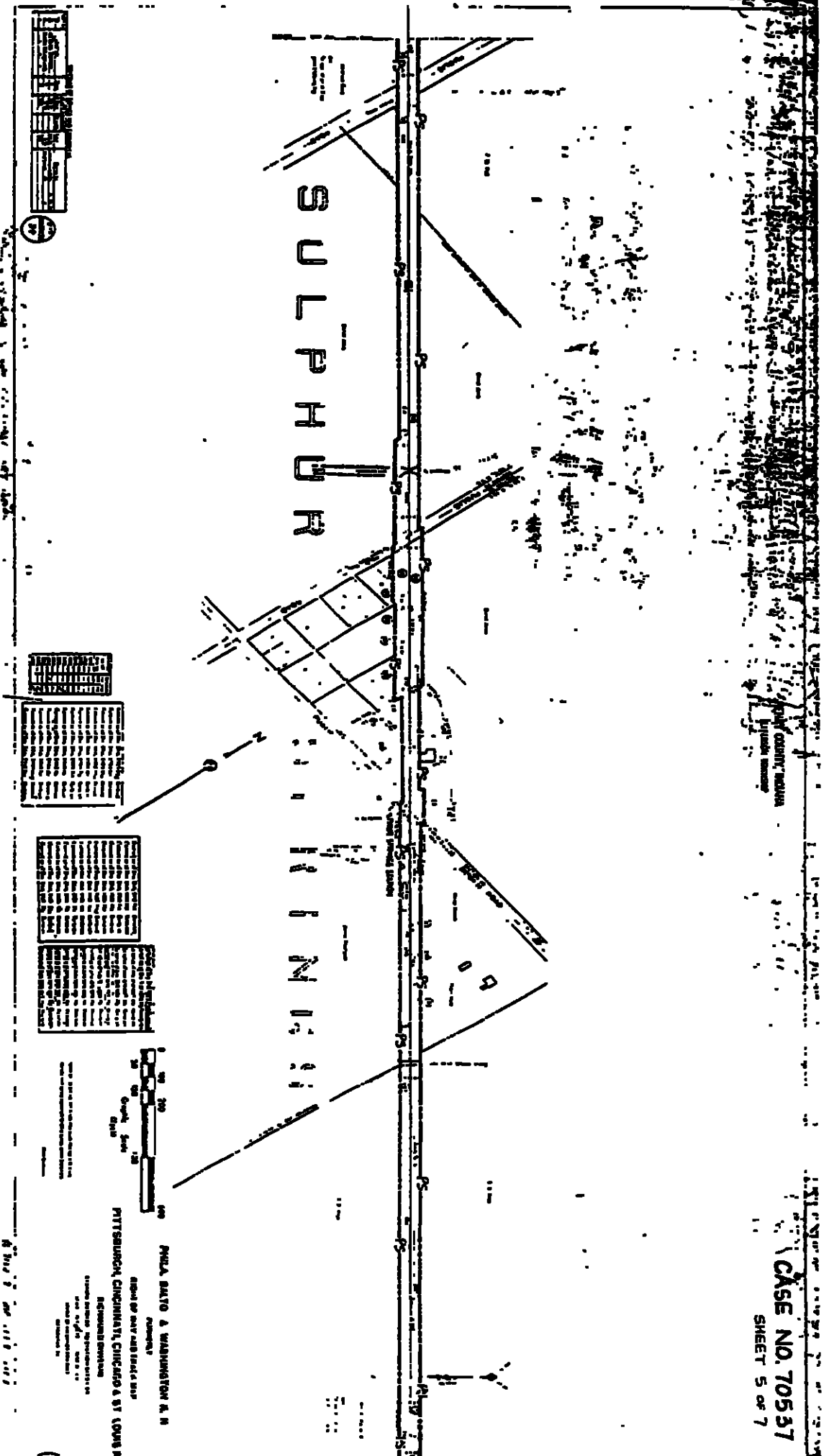
Notary Public for Missouri.



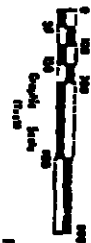
PHILA. BALTO. & WASHINGTON R.R.
PITTSBURGH, CINCINNATI, CHICAGO & ST. LOUIS
RECEIVED DIVISION
JAN 1 1907

8 1/2 x 11 1/2 in. 1/2 in. 1/2 in.

CASE NO. 70537
SHEET 5 OF 7



CASE NO. 70537
 SHEET 6 OF 7

[illegible]

PHIL. BALTO. & WASHINGTON R R
(Continued)
AGENT OF WAY AND TRUCK SHIP
PITTSBURGH, CINCINNATI, CHICAGO & ST LOUIS R R

THE NEW YORK PUBLIC LIBRARY

CASE NO. 70537
SHEET 7 OF 7

SHEET 7 of 7

END M.P. 110.05

Planning

REASON OF WHY AND IF ACTUAL MAP

Acetaminophen Derivatives

North Carolina

১৯৮১-৮২ সালে
 ১৯৮৩-৮৪ সালে

Index

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1998

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[illegible]

1. The first step is to identify the problem. This involves understanding the symptoms and the context in which they are occurring.

1. The first step is to identify the problem.

Only Mother's

No Traffic

HCRR
Honey Creek Railroad

SHORTLINE MARKETING PROFILE

Accounting Status: Handling Line

Manager: Steve Landway

Contact Information

William Smith, President

P O Box 546

Morrisstown, IN 46161

755-763-1215

Fax: 765-938-5558

E-mail:

E-mail:

Fax:

Fax:

E-mail:

*Please contact the shortline for revenue requirements on all new business opportunities as well as negotiations for rates on existing and new 286 traffic. Rates below apply on existing moves only, not on new business opportunities or 286.

ABBR: HCRR

RD #: 355

Mileage: 6

NS Interchange Point:

New Castle IN

Interchange With Other Lines: None

Car Hire: HCRR receives up to 5 days free time

Number of Bridges: 0

263 or 286:

Number of Grade Crossings:

Number of Customers: 21

I/C Frequency (NS):

Monthly Volume: under 45 0

NS Operating Division: Lake

Train Number Serving:

NS Serving Yard:

Advance Consist (418):

Waybill via EDI(417):

Equipment Ownership

None

Paper Barriers: None

History: The line was part of the Columbus-Chicago main line of the Columbus, Chicago & Indiana Central Railroad, built in 1857 and 1865. It eventually became part of the Pennsylvania Railroad, then Conrail. Honey Creek Railroad purchased the line from Conrail on Oct. 1, 1993. It also operates the former Indian Hi-Rail line from Rushville to Smith, 5.5 miles, as a contract carrier. It is owned by Morrisstown Grain Co.

Comments

This is a former Conrail line. NS does the billing and accounting for the HCRR and pays them the fixed per car amounts shown above on a monthly basis from our interchange at New Castle, IN.

*HCRR advised 11/1/01 that
the service has been
discontinued.*

Stations

Station	NS FSAC Station Notes
Wayne IN	66050
Wayne Creek IN	66052
Sulphur Springs IN	66051

Charges (If Origin/Destination are the same, rates apply "to" or "from")

STCC	Commodity	PC Charge	Origin	Destination	Additional Qualifiers	Effective Date
01-xxx-xx	Grain	114			Train Load	
Comments:						
01-xxx-xx	Grain	125		Specified Destinations	Single Car	December
Comments: Applies to destinations in AL, FL, GA, KY, MS, NC, SC, TN, VA						
01-xxx-xx	Grain	135		All Other	Single Car	December
Comments:						

Customer Listing

Name

Please provide customer list under separate attachment

Business Opportunities / Losses

No Opportunity or Loss information available at this time

Additional Information

Next Anniversary Date (HL only): 5/1/02

Last Completed Annual Review (HL only): 9/4/99

Next Scheduled Profile Update (non-HL):

Last Profile Update (non-HL):

ISA's Completed: 0 ISA's Not Completed: 1 ISA report Card: No

ISA Comments:

Using BDAW (Business Development Activity Worksheet) via e-mail: No

Using TIS (Thoroughbred Information System): No

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MARCH 1, 2003

EFFECTIVE
MARCH 15, 2003

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- ◆ Junction Rule 260 and interchange points
- ◆ Standard Point Location Codes
- ◆ Freight Station Accounting Codes
- ◆ Freight handling facilities and restrictions

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INDIANA

ALPHABETICAL - FREIGHT

STATION	COUNTY	RAIL LINE	RR	CPN.	PRAC	SPLE	NATIONAL RATE BASIS	SWITCH LIMIT CITY	GA
St Joe, IN (1-423-3000-3400)	(De Kalb)		CBCT	42205	71070	361483	Pt Wayne, IN		4671
St John, IN (1-3000-3400)	(Lafayette)		CBCT	34050	40804	363546	Kendallville, IL		4672
St John, IN (41)	(Lafayette)		NS	67370	70882	363546	Kendallville, IL		4673
St Paul, IN (1-3100-3700)	(Decatur)		CND	50727	50727	371807			4727
St Paul, IN (1-22-3000-3400)	(Perry)		CBCT	21010	40537	370801	Uppa, IN		4702
Standard Pk, IN (1-3000-3400)	(Sullivan)		CBCT	21007.34	40057	373913	Terre Haute, IN		4705
Star City, IN (1-415-3100-3700)	(Pulaski)		APC	80155	80155	363772			4688
Star City, IN (3100-3700)	(Pulaski)		CND	72135	72135	363772			4689
Star City, IN (3700)	(Pulaski)		NS	70000	65658	363772	Highland, IN		4690
Star City, IN (224-600-3114)	(Pulaski)		TPW	1580	80185	363772	Highland, IN		4691
State Line, IN	(Warren)		NS	18100	23276	362282	Marion, IN		4706
Steubenville, IN (1-3100-3700)	(Steuben)		IN	60817	60817	361188	South Milan, IN		4692
Steubenville, IN (3700)	(Steuben)	MTSN	NS	72884	80817	361188	South Milan, IN		4693
Steubenville, IN	(Warren)		NS	47805	50447	374476	Uppa, IN		47010
Steubert, IN (1-3100)	(Warren)		KBSR	445	545	362283	Carroll, IL		47071
Stewart, IN (3700)	(Warren)		NS	70084.71	65841	362283	Chickasha, IL		4708
Stillwell, IN (1-3100)	(La Porte)	STLAL	CN	65300	65300	363160	South Bend, IN		46348
Stillwell, IN (1-3100)	(La Porte)	STLAL	CBS	44	84	363160	South Bend, IN		46371
Stockton, IN (1-32-3100)	(Lafayette)		EAC	355	75	363161	Chicago, IL		46307
Stockton Park, IN	(Vanderburgh)		NS	47812	50461	370810	Uppa, IN		4708
Sullivan, IN (1-3000-3400)	(Sullivan)	SULLV	CBCT	21008.78	40024	373960	Sullivan, IN		47082
Sullivan, IN (30)	(Sullivan)	SULLV	INFD	11080	11080	373960			47082
Sulphur Springs, IN (1-3100)	(Tipton)		HCRR	300	3	367326	Marion, IN		47083
Sulphur Springs, IN (3700)	(Harrison)		NS	72887	80851	367638	Marion, IN		47084
Summit, IN (1-3100)	(Tippecanoe)		KBSR	874	874	368130			47085
Summit, IN (3700)	(Tippecanoe)		NS	72884.40	80810	368130	Lafayette, IN		47086
Summitville, IN (41)	(Madison)		NS	67348	70873	367812	Marion, IN		46370
Summitville, IN (1-3100-3700)	(Pulaski)		CND	62880	62880	374516			47041
Swearington, IN (1-3100)	(Barren)		KBSR	852	952	368844			47044
Swearington, IN (3700)	(Barren)		NS	72004.28	65812	368844	Shelby, IL		47081
Switz City, IN (1-3100-3700)	(Greene)		CERA	10428	10428	365788			46886
Switz City, IN (3100-3700)	(Greene)		CND	81428	81428	365788			46886
Switz City, IN (3700)	(Greene)		NS	71180	85180	365788	Lafayette, IN		46888
Switz City, IN (274-600-3114)	(Greene)		TPW	1450	10428	365788	Marion, IN		46889
Switz City, IN (1-3100-3700)	(Greene)		CERA	40085	40085	365725			46892
Switz City, IN (3100-3700)	(Greene)		CND	84085	84085	365725			46892
Switz City, IN (3700)	(Greene)		NS	71384	85185	365725	Lafayette, IN		46892
Switz City, IN (274-600-3114)	(Greene)		TPW	1590	40085	365725	Marion, IN		46892
Switz City, IN	(Greene)	SWCTY	CPAS	8222.80	270	373760			47405
Switz City, IN (1-3100)	(Greene)	SWCTY	INFD	10880	10880	373760	Sullivan, IN		47405
Switz City, IN (1-3100-3400-3700)	(Greene)	SWCTY	INFD	8874	8874	373760	Sullivan, IN		47405
Switz City, IN (3700)	(Greene)	SWCTY	NS	73880	86872	373760	Sullivan, IN		47405
Sycamore, IN (1-3100-3700)	(Howard)		CERA	12877	10377	368832			46838
Sycamore, IN (3100-3700)	(Howard)		CND	81377	81377	368832			46838
Sycamore, IN (3700)	(Howard)		NS	71180	86180	368832	Lafayette, IN		47001
Sycamore, IN (274-600-3114)	(Howard)		TPW	1440	18377	368832	Marion, IN		46838
Sycamore, IN (1-3000-3400)	(Franklin)		CBCT	42180	71880	362816	Marion, IN		46837
Tad, IN (1-3100)	(DeKalb)		KBSR	845	545	368236	Carroll, IL		47077
Tad, IN (3700)	(Warren)		NS	73084.80	86840	368236	Shelby, IL		47077
Tad, IN (1-3100)	(Barren)		KBSR	880	580	368882			47084
Tad, IN (3700)	(Barren)		NS	73084.72	86835	368882	Shelby, IL		47084
Taylorville, IN (1-3400)	(Franklin)		LIRC	8468	8468	372637	Shelby, IN		47208
Tell City, IN (1-415-3400-3100-3700)	(Perry)		HOE	126	126	377886	Connersville, IN		47088
Tell City, IN (3700)	(Perry)		NS	72884	81855	377886	Connersville, IN		47088
Temptation, IN (1-3100)	(Barren)		KBSR	880	880	368882			47088
Temptation, IN (3700)	(Barren)	TMTPTN	NS	73084.30	85914	368882	Lafayette, IN		47088
Terra Coupeau, IN (1-3100)	(St Joseph)		CBS	105	105	368435	South Bend, IN		47088
Terra Coupeau, IN (41)	(St Joseph)	TERCO	NS	80828	70848	368435	South Bend, IN		47088
Terra Haute, IN	(Vigo)	TERHA	CPRS	8307	341	373440	Terra Haute, IN		47088
Terra Haute, IN (1-3000-3400)	(Vigo)	TERHA	CBCT	21007.08	40031	373440	Terra Haute, IN		47088
Thatcher, IN (1-3100-3700)	(Dearborn)		CND	80230	80230	374158			47088
Thatcher, IN (1-22-41-3000-3400)	(Dearborn)		CBCT	80007	18215	374158	Lafayette, IN		47088
Thatcher, IN (41)	(Dearborn)	THICH	NS	88770	70828	374158			47088
Thayer, IN (1-3000-3400)	(Dearborn)		CBCT	34070	40008	383012	Madison, IN		46881
Thompson, IN (1-3000-3400)	(La Porte)		CBCT	80135	88885	383168	Madison, IN		46882
Thompson, IN	(La Porte)		NS	10820	10820	383168	Madison, IN		46882
Thompson, IN	(Allen)		NS	14880	23633	381738	Pt Wayne, IN		46874
Tippecanoe, IN	(Madison)		NS	10870	10870	382882	Highland, IN		46870
Tipton, IN (1-3100-3700)	(Tipton)	TIPTI	CERA	30140	38140	388150			46870
Tipton, IN (3100-3700)	(Tipton)		CND	62140	62140	388150			46870
Tipton, IN	(Tipton)	TIPTI	NS	10885	11208	388150	Tipton, IN		46870
Tipton, IN (274-600-3114)	(Tipton)		TPW	1325	30140	388150	Tipton, IN		46870
Tolleston, IN (1-3000-3400)	(Lafayette)		CBCT	48345	54070	383340	Chicago, IL		46864
Tolleston, IN	(Lafayette)	TOLTN	NS	14587	23282	383340	Marion, IN		46864
Trinity, IN (41)	(Vanderburgh)		NS	67185	70885	383340			46864

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 **RAILING**

INDIANA

ALPHABETICAL - FREIGHT

STATION	COUNTY	RULE NO.	RR	ORL	FEAC	SPIC	NATIONAL RATE BASE	SWITCH LOST C/TY	RATE ZP
South Millard, IN (3700)	[Lagrange]		NS	72233	88328	381277	South Millard, IN		46798
South Road, IN (1-3000-3480)	[Tippecanoe]		CSXT	24158	48844	389178	Lafayette, IN		47806
South Warsaw, IN	[La Porte]	SWANA	NS	10825	18487	383185	Mazon, IN		48280
South Whaley, IN	[Wayne]	SWTLY	NS	10640	10386	381828	Shaw Lake, IN		48767
Southport, IN (1-32-41-3000-3480)	[Marion]	STHPR	CSXT	48105	78080	388888	Indianapolis, IN		48817
Southport, IN (1-3480)	[Marion]	STHPR	LINC	8418	8468	388888	Indianapolis, IN		48817
Spauldingville, IN (1-3000-3480)	[Jackson]		CSXT	42888	71876	378108	Marion, IN		47288
Speed, IN (1-3480)	[Clark]		LINC	8873	8878	378688	Speed, IN		47172
Speed, IN (1-3180)	[Clark]		SPND	100	100	378688			47172
Speedway, IN (1-32-41-3000-3480)	[Marion]		CSXT	48000	18082	388881	Indianapolis, IN	Indianapolis, IN	48224
Spencer, IN (41)	[Johnson]		NS	87185	78887	388388	Shaw Lake, IN		48888
Spencer, IN (1-3-28-3485-3700)	[Cass]		ISPR	8884	8884	373180	Boonington, IN		47480
Spencer, IN (3700)	[Cass]	SPNIN	NS	73888	83871	372180	Boonington, IN		47480
Spencer, IN	[De Kalb]		NS	14780	23822	381488	Pi Wayne, IN		48788
Spicer Creek Bridge, IN	[Wayne]		NS	47818	80444	378834	Oakland City, IN		47818
St Anthony, IN	[Polk]		NS	47288	80348	378278	Huntingburg, IN		47878
St Joe, IN (1-28-3000-3480)	[De Kalb]		CSXT	42288	71878	381488	Pi Wayne, IN		48788
St Joe, IN (1-3000-3480)	[Linn]		CSXT	24080	48884	383848	Kankakee, IL		48373
St Joe, IN (41)	[Linn]		NS	87370	78822	383848	Kankakee, IL		48373
St Paul, IN (1-3100-3700)	[Decatur]		CIND	88727	88727	371827			47272
St Paul, IN (1-28-3000-3480)	[Perry]		CSXT	21010	48837	378881	Lippe, IN		47838
Standard Pk, IN (1-3000-3480)	[Jasper]		CSXT	21037.24	48887	378813	Terre Haute, IN		47884
Star City, IN (1-416-3100-3700)	[Polk]		APR	88185	88185	383772			48888
Star City, IN (3188-3700)	[Polk]		CIND	72184	72188	383772			48888
Star City, IN (3700)	[Polk]		NS	70338	83884	383772	Hibbard, IN		48888
Star City, IN (328-800-3114)	[Polk]		TPW	1888	88188	383772	Hibbard, IN		48888
State Line, IN	[Warren]		NS	18180	23276	388282	Martinsburg, IN		47288
Steubenville, IN (1-3100-3700)	[Steuben]		IN	88817	88817	381188	South Millard, IN		48788
Steubenville, IN (3700)	[Steuben]	STEIN	NS	72884	88817	381188	South Millard, IN		48788
Stevenson, IN	[Warrick]		NS	47888	88447	378878	Lippe, IN		47818
Stewart, IN (1-3100)	[Warren]		KBSR	848	848	388283	Donnell, IL		47873
Stewart, IN (1-3280)	[La Porte]	STLWL	CS	88888	88888	383183	South Bend, IN		48380
Stewart, IN (1-3100)	[La Porte]	STLWL	CS	84	84	383183	South Bend, IN		48371
Stewart, IN (1-28-3180)	[Linn]		LSB	388	78	383713	Chicago, IL		88887
Stewart Park, IN	[Vanderburgh]		NS	47812	88481	378810	Lippe, IN		47788
Sullivan, IN (1-3000-3480)	[Sullivan]	SULLV	CSXT	21008.78	48884	378880	Sullivan, IN		47882
Sullivan, IN (38)	[Sullivan]	SULLV	INRD	11880	11880	378880			47882
Sullivan Springs, IN (1-3100)	[Perry]		HCPR	200	3	387888	Marion, IN		47888
Surrey, IN (1-3100)	[Tippecanoe]		KBSR	874	874	388138			47882
Surreyville, IN (41)	[Madison]		NS	87248	78873	387812	Marion, IN		48070
Surrey, IN (1-3100-3700)	[Polk]		CIND	88888	88888	374318			47841
Surreyville, IN (1-3100)	[Benton]		KBSR	883	883	388844			47844
Surreyville, IN (1-3100-3700)	[Grant]		CSRA	10428	10428	388788			48888
Surreyville, IN (2188-3700)	[Grant]		CIND	81428	81428	388788			48888
Surreyville, IN (3700)	[Grant]		NS	71180	82180	388788	Lagrange, IN		48888
Surreyville, IN (208-800-3114)	[Grant]		TPW	1480	10428	388788	Marion, IN		48888
Surreyville, IN (1-3100-3700)	[Grant]		CSRA	48888	48888	388728			48887
Surreyville, IN (2188-3700)	[Grant]		CIND	84888	84888	388728			48887
Surreyville, IN (3700)	[Grant]		NS	71284	82188	388728	Lagrange, IN		48887
Surreyville, IN (214-800-3114)	[Grant]		TPW	1888	48888	388728	Marion, IN		48882
Switz City, IN	[Greene]	SWCTY	CPRS	8221.88	218	373788	Sullivan, IN		47488
Switz City, IN (1-4100)	[Greene]	SWCTY	INRD	10880	10880	373788	Sullivan, IN		47488
Switz City, IN (1-4128-3485-3700)	[Greene]	SWCTY	SWRL	8874	8874	373788	Sullivan, IN		47488
Switz City, IN (3700)	[Greene]	SWCTY	NS	73888	88872	373788	Sullivan, IN		47488
Sycamore, IN (1-3100-3700)	[Howard]		CSRA	10877	10877	388833			48882
Sycamore, IN (3188-3700)	[Howard]		CIND	81377	81377	388833			48882
Sycamore, IN (3700)	[Howard]		NS	71180	82188	388833	Lagrange, IN		47801
Sycamore, IN (214-800-3114)	[Howard]		TPW	1440	10877	388833	Marion, IN		48888
Sycamore, IN (1-3000-3480)	[Kosciusko]		CSXT	42180	71880	382815	Martinsburg, IN		48887
Tak, IN (1-3100)	[Warren]		KBSR	818	848	388235	Dayville, IL		47817
Tak, IN (1-3180)	[Benton]		KBSR	888	888	388882			47884
Taylorville, IN (1-3480)	[Bartholomew]		LINC	8482	8482	372837	Columbus, IN		47280
Tell City, IN (1-413-840-3100-3700)	[Perry]		HCS	128	128	377888	Canalton, IN		47888
Tell City, IN (3700)	[Perry]		NS	72884	81883	377888	Corydon, IN		47888
Temple, IN	[Crawford]		NS	47188	88888	377818	Marietta, IN		47140
Templeton, IN (1-3100)	[Benton]		KBSR	888	888	388888			47888
Terra Couper, IN (1-3100)	[St Joseph]		CS	104	108	383438	South Bend, IN		48882
Terra Couper, IN (41)	[St Joseph]	TERCO	NS	88888	78844	383438	South Bend, IN		47888
Terra Haute, IN	[Vigo]	TERUA	CPRS	8287	241	373440	Terra Haute, IN		47888
Terra Haute, IN (1-3000-3480)	[Vigo]	TERUA	CSXT	21007.88	48884	373440	Terra Haute, IN		47888
Thatcher, IN (1-3100-3700)	[Dearborn]		CIND	88888	88888	374188			47828
Thatcher, IN (1-28-41-3000-3480)	[Dearborn]		CSXT	88887	18218	374188	Lawrenceburg, IN		47822
Thatcher, IN (41)	[Dearborn]	THTCH	NS	88778	78888	374188			47822
Thayer, IN (1-3088-3480)	[Newton]		CSXT	24870	48888	383812	Madison, IN		48881
Thermon, IN (1-3088-3480)	[La Porte]		CSXT	88138	88883	383188	Madison, IN		48880

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Oakmont, PA 15139

March 22, 2007

John H. Brooke, Esq.

BROOKE-MAWHORR, Attorneys at Law

P.O. Box 1071

112 E. Gilbert Street

Muncie, IN 47308-1071

**Re: Honey Creek Railroad, Inc – Petition for Declaratory Order
STB Finance Docket No 34869**

Dear John:

I have had an opportunity to review the deposition transcripts provided by the two individuals from the New Castle County highway department. As you recall, you asked questions to these individuals based on daily work reports which indicated that on August 9, 1996 New Castle County highway crews paved various roadways which included an at-grade crossing on the Honey Creek Railroad line between Sulphur Springs and New Castle, Indiana. In reviewing the county highway daily work report sheets, it is evident that they do not specifically identify that a railroad crossing was paved over, but only that paving crews worked on resurfacing activities on State Route 400 West between State Route 75 North and State Route 300 North. While the Honey Creek rail line crossing clearly falls within this section of highway, the daily work reports provide no indication that the crews paved over the Honey Creek rail crossing on August 9, 1996.

One of the witnesses, Mr. Mark Thornburg recalled paving over the railroad track but was unable to remember the year or the date of the paveover. See Thornburg Deposition, p. 15, line 13-20. On the other hand, Mr. Ricky Miller recalled paving over the railroad track and identified that it occurred on August 9, 1996 the date of the daily work report. See Miller Deposition, p. 7, line 18-20.

Of course the implication of this testimony is that the Honey Creek Rail line was paved over and out of service from 1996 onward and this testimony directly conflicts with the testimony provided by Bill Smith that service on the line was not discontinued until after the collapse of the Sulphur Springs grain bins in late 1999.

John H. Brooke, Esq.

March 22, 2007

Page 2

In an effort to clear up this inconsistency, I asked Mr. Smith if he could confirm the continued operation of the Honey Creek line from 1996 through 1999 and he has provided me with railroad bills of lading and several grain inspection reports which conclusively establish that grain shipments were made from Sulphur Springs, Indiana by Morristown Grain Company in 1999 thereby confirming that the Sulphur Springs line remained in service until 1999 and Mr. Miller's recollection was erroneous.

Given our continuing obligation to provide you with relevant documents pertaining to the STB proceeding in the possession of Morristown Grain, I am providing you with copies of bills of lading for 1999 grain shipments from Sulphur Springs which establish that Mr. Miller was mistaken in testifying that the Honey Creek rail line paveover occurred in 1996. You will note that several of these bills identify Muncie, IN as the origin station, but that is only indicative of the Norfolk Southern rate basing point for these shipments which were all originated from Sulphur Springs, IN by Morristown Grain Company. Thus, it is evident that Honey Creek Railroad continued to make rail shipment of 50 car unit grain trains from Sulphur Springs, IN for interchange with Norfolk Southern in New Castle, Indiana until late 1999.

I am continuing to work with my client regarding the other inquiries which you made during Mr. Smith's deposition and I hope to have appropriate responses to those inquiries in the near future.

Very truly yours,

RICHARD R. WILSON, P.C.



Richard R. Wilson, Esq.

RRW/bab

Enclosures

xc: Kathleen Kauffman, Esq. w/enclosures
William Keaton, Esq. w/enclosures
William Smith

OF Lading Acknowledgment: ACCEPTED

NORFOLK SOUTHERN CORP

++MERCHANDISE++

Shipping Instructions and Bill of Lading

B/L Date: B/L Time: B/L Ref Number:

012999 1523 012999

Init/Number Weight Type Seal 1 Seal 2
NS 292934

Rail Destination: DALTON GA Rail Origin: MUNCIE IN
Stop:

Route: NS

Agent/Shipper Route/Rate 11: 6 Weight Agreement: Weigh This Car

Switching: Orig Road: Jct: Bely Jct: Road:

Consignee or Order/Address:(Consignee Shipper/Address:
CAMEL'S FARM INC MENDOTON GRAIN CO INC
P O BOX 36 P.O. BOX 202

DALTON GA 36722 SULPHUR SPRINGS IN 47366

Send Freight Bill To: Third Party: ()

CENTRAL STATES ENTERPRISES
300 INTERNATIONAL PENT-STN 150

KENTON FL 32746

Third Party: ()

Special Instructions:

Loaded To Full Visible Capacity

Additional Reference Numbers:

Consignee Order No PURCH ORDER

Contracts: NS-12513

Tariff Authority :

Commodity (STCC): 0113215 Method of Payment: Collect Section 71: Yes

Customs: Permit:

Vessel: Voyage: Date:

Loading No: Port:

Mail to: at: by:

kg: Units: Lading Description Weight Type Rate Per:

CLD CORN
50 CORN CARS
ORIGIN/SUB GRADES &
BEST OR BE WGT

Post-It® Fax Note	7671	Date	1-29-99
To	HARRY	From	Mendotons Grain
Co/Dept		Co.	
Phone #		Phone #	
Fax #	407-333-2022	Fax #	

B/L Ref Number 012999

Equipment Weight Seal

A/E Equipment Weight Seal

A/E

NS 292934
 NS 293197
 NS 293076
 NS 293330
 NS 293316
 NS 293630
 NS 292849
 NS 293659
 NS 850301
 NS 848376
 NS 850709
 NS 293811
 NS 848649
 NS 293608
 NS 848728
 NS 292834
 NS 293904
 NS 850636
 NS 850520
 NS 850547
 NS 294096
 NS 293860
 NS 293958
 NS 848388
 NS 850214

A -- MDX 515442
 -- NS 292792
 -- NS 292753
 -- NS 294890
 -- NS 848569
 -- NS 293194
 -- NS 292554
 -- NS 850340
 -- NS 293172
 -- NS 850259
 -- NS 848667
 -- NS 848604
 -- NS 850561
 -- NS 292780
 -- NS 293061
 -- NS 294145
 -- NS 850814
 -- NS 294151
 -- NS 850467
 -- NS 293946
 -- NS 293577
 -- NS 293547
 -- FHX 848527
 -- NS 293538
 -- NS 292680

DATE 03/15/07
TIME 14:18:53

SSI

** OUTBOUND RAIL EDIT LIST **
Norristown Grain Co., Inc.

GACAZE

PAGE 1

RAIL REF -----CUSTOMER-----				LOC	COMMODITY	CONTRACT	SHIP DATE	COST REF						
000524 CENTRALST CENTRAL STATES ENTERPRISES				003 CORN		00491	01/29/99							
LOAD	CAR	NET	SHLINK	NET	----- DISCOUNT READINGS -----				---- DISCOUNTS ----		SETTLEMENT			
SEQ	NUMBER	WEIGHT	BU	BU	MOISTU	TEST	W	DAMAGE	FOREIGN	OTHER	\$ TOTAL	FEES	AMOUNT	
1	MS 292934	196000	0.00	3943.86	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,575.72
2	NDYXS15442	196000	0.00	3883.93	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,467.55
3	MS 292197	196000	0.00	3753.57	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,164.00
4	MS 292792	196000	0.00	3825.00	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,319.38
5	MS 292075	196000	0.00	3833.93	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,334.80
6	MS 292753	196000	0.00	3939.29	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,567.96
7	MS 292110	196000	0.00	3766.07	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,191.20
8	MS 294090	196000	0.00	3821.43	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,111.61
9	MS 293316	196000	0.00	3767.86	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,195.10
10	MS 840649	196000	0.00	3880.16	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,439.78
11	MS 293630	196000	0.00	3778.57	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,218.39
12	MS 293194	196000	0.00	3848.21	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,369.86
13	MS 292849	196000	0.00	3710.71	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,070.79
14	MS 292584	196000	0.00	4010.71	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,723.29
15	MS 293639	196000	0.00	3792.86	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,249.47
16	MS 850340	196000	0.00	4080.36	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,874.76
17	MS 850301	196000	0.00	4064.29	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,839.83
18	MS 293172	196000	0.00	3814.29	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,296.08
19	MS 240376	196000	0.00	3871.43	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,420.36
20	MS 850259	196000	0.00	3939.29	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,567.96
21	MS 850709	196000	0.00	3967.86	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,630.10
22	MS 840667	196000	0.00	3903.57	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,490.26
23	MS 293011	196000	0.00	3837.50	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,346.56
24	MS 840604	196000	0.00	3755.36	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,187.91
25	MS 840649	196000	0.00	3653.57	15.00	54.00	2.00	3.00			.0000	0.00	0.00	7,946.51
26	MS 850561	196000	0.00	4010.71	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,723.29
27	MS 293608	196000	0.00	3753.57	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,164.01
28	MS 292780	196000	0.00	3812.14	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,334.90
29	MS 840718	196000	0.00	3841.07	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,354.33
30	MS 293041	196000	0.00	3814.29	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,296.08
31	MS 292834	196000	0.00	3823.21	15.00	54.00	2.00	3.00			.0000	0.00	0.00	7,880.48
32	MS 294145	196000	0.00	3683.93	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,012.55
33	MS 293904	196000	0.00	3696.43	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,039.74
34	MS 850014	196000	0.00	3953.57	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,599.01
35	MS 150636	196000	0.00	3823.21	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,332.98
36	MS 294151	196000	0.00	3778.57	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,218.39
37	MS 850510	196000	0.00	4016.07	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,784.86
38	MS 850447	196000	0.00	4001.75	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,703.89
39	MS 850547	196000	0.00	4007.14	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,715.53
40	MS 293946	196000	0.00	3728.00	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,101.88
41	MS 294096	196000	0.00	3839.29	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,380.46
42	MS 293577	196000	0.00	3780.36	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,322.28
43	MS 293063	196000	0.00	3692.86	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,031.97
44	MS 293547	196000	0.00	3746.43	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,168.49
45	MS 293958	196000	0.00	3841.07	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,354.33
46	FURX240527	196000	0.00	3792.86	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,249.47
47	MS 840380	196000	0.00	3841.07	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,354.33
48	MS 293558	196000	0.00	3810.71	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,288.29
49	MS 850214	196000	0.00	4028.57	15.00	54.00	2.00	3.00			.0000	0.00	0.00	8,782.14

50 MS 292580	196000	0.00	3912.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0,509.69	
TOTALS:		9800000	0.00	192389.30	15.00	54.00	2.00	3.00	.0000	0.00	0.00	418,446.72

012999 003

CORN: Gen States
HEATHROW, A

Reb# 524

Bill of Lading Acknowledgment: A C C E P T E D

NORFOLK SOUTHERN CORP

++MERCHANDISE++

Shipping Instructions and Bill of Lading

B/L Date: B/L Time: B/L-Ref Number:

021899 1542 021899

Init/Number Weight Type Seal 1 Seal 2
NS 040810

Rail Destination: BASCONVILLE SC Rail Origin: SULPHUR SPRINGS IN
Stop:

Route: NS 4400

Agent/Shipper Route/Rate 11: Agent Weight Agreement: Weigh This Car
Switching: Orig Road: Jct: Bely Jct: Road:

Consignee or Order/Address:(Consignee Shipper/Address:
CIRCLE 8 RANCH MORRISTOWN GA IN

BASCONVILLE SC PO BOX 646 IN 46161

Send Freight Bill To: Third Party: ()
CENTRAL STATES

CRITTENDON COMMODITIES
CHARLOTTE NC

Third Party: ()

Special Instructions:

Additional Reference Numbers:
021899

Contracts: PROTECT NS-C-15933

Tariff Authority :

Commodity (STCC): 0113215 Method of Payment: Collect Section 77: Yes

Customs: Permit:
Vessel: Voyage: Date: 000000
Booking No: Port:
Mail to: at: by:

Pkgs: Units: Lading Description Weight Type: Rate: Per:

50 CUM CARS
ORIGIN/SUB GRADES
NR WEIGHTS
WEIGH THESE CARS
ROUTE NS TO CHESTER,

Post-It Fax Note 7671	Date 2-18-99
To Central States	From Morristown Ga
Co./Dept.	Co.
Phone #	Phone #
Fax # 407-353-2022	Fax #

D/L Ref Number 021899

Equipment Weight Seal

A/R Equipment Weight Seal

A/R

NS 840810
 SOU 088834
 NS 293432
 NS 292733
 FOX 840510
 NS 293193
 NS 293685
 NS 292684
 NS 293160
 NS 848035
 NS 293033
 NS 294012
 NS 293096
 NS 850149
 NS 840901
 NS 292764
 NS 293512
 NS 293331
 NS 292675
 NS 293171
 FOX 840537
 NS 840434
 ITC 001955
 FOX 840529
 NS 840872

A -- NS 840782
 -- SOU 088583
 -- NS 294110
 -- ITC 001873
 -- FOX 840541
 -- NS 292805
 -- NS 255508
 -- NS 293601
 -- NS 840816
 -- NS 293134
 -- NS 294155
 -- NS 850856
 -- NS 293109
 -- NS 848645
 -- NW 177274
 -- NW 177687
 -- NS 293110
 -- NS 850780
 -- NS 850291
 -- NS 292978
 -- NS 840809
 -- NS 293808
 -- NW 178393
 -- NW 176894
 -- NS 254106

DATE 03/15/07
TIME 14:18:53

SSI

** OUTBOUND RAIL EDIT LIST **
Marristown Grain Co., Inc.

CACARE

PAGE 2

RAIL REF -----CUSTOMER----- LOC COMMODITY CONTRACT SHIP DATE CUST REF
000530 CERNALST CENTRAL STATES ENTERPRISES 003 CORN 00657 02/18/99

LOAD	CAR	NET	SHRINK	NET	DISCOUNT READINGS				DISCOUNTS		SETTLEMENT		
SEQ	NUMBER	WEIGHT	BU	BU	MOISTU	TEST	W	DAMAGE	FORBIO	OTHER	\$ TOTAL	FERS	AMOUNT
1	NS 840810	200000	0.00	3985.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,569.28
2	NS 840782	200000	0.00	3898.21	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,381.15
3	SOV 8834	200000	0.00	3769.64	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,104.73
4	SOV 88583	200000	0.00	3273.21	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	7,037.40
5	NS 293432	200000	0.00	3908.93	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,404.20
6	NS 294110	200000	0.00	3876.00	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,331.25
7	NS 293733	200000	0.00	3969.64	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,534.73
8	ITC 1873	200000	0.00	3453.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	7,425.18
9	FURK840510	200000	0.00	3928.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,446.43
10	FURK840541	200000	0.00	3923.21	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,434.90
11	NS 293193	200000	0.00	3878.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,338.93
12	NS 292805	200000	0.00	3879.64	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,427.23
13	NS 292685	200000	0.00	3910.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,408.03
14	NS 255588	200000	0.00	3546.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	7,624.82
15	NS 292684	200000	0.00	4001.79	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,603.85
16	NS 293691	200000	0.00	3887.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,358.13
17	NS 293160	200000	0.00	3832.14	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,239.10
18	NS 840816	200000	0.00	3958.93	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,511.70
19	NS 840035	200000	0.00	3975.00	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,546.25
20	NS 293134	200000	0.00	3928.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,446.43
21	NS 293033	200000	0.00	3916.07	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,419.55
22	NS 294155	200000	0.00	3878.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,338.93
23	NS 294012	200000	0.00	3887.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,358.13
24	NS 850856	200000	0.00	3898.21	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,381.15
25	NS 293096	200000	0.00	3955.36	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,504.02
26	NS 293109	200000	0.00	3891.07	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,345.80
27	NS 850149	200000	0.00	3937.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,465.63
28	NS 840645	200000	0.00	3960.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,515.53
29	NS 840901	200000	0.00	4080.36	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,772.77
30	NW 177274	200000	0.00	3539.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	7,409.47
31	NS 292764	200000	0.00	3978.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,553.93
32	NW 177607	200000	0.00	3632.14	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	7,809.10
33	NS 293512	200000	0.00	3964.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,533.22
34	NS 293110	200000	0.00	3944.64	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,480.98
35	NS 293331	200000	0.00	3932.14	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,454.10
36	NS 850780	200000	0.00	3848.21	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,273.55
37	NS 292675	200000	0.00	3996.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,592.32
38	NS 850391	200000	0.00	4046.07	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,742.05
39	NS 293171	200000	0.00	3917.86	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,423.40
40	NS 292978	200000	0.00	4003.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,607.68
41	FURK840537	200000	0.00	4000.00	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,600.00
42	NS 840809	200000	0.00	3978.00	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,546.25
43	NS 840434	200000	0.00	3941.07	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,473.30
44	NS 291008	200000	0.00	3921.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,431.07
45	ITC 1955	200000	0.00	3425.00	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	7,363.75
46	NW 178393	200000	0.00	3576.79	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	7,690.10
47	FURK840529	200000	0.00	4071.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,783.57
48	NW 176094	196000	0.00	3621.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	7,356.07
49	NS 840872	200000	0.00	3955.36	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	8,504.02
50	NS 254106	200000	0.00	3564.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	0.00	7,563.22

TOTALS:	9994000	0.00	192905.33	15.00	84.00	2.00	2.00	.0000	0.00	0.00	414,746.48
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wn

021899 003

CORN/Gen States

Heath-on, FL

Ref # 530

Rec'd du. 3-4-99

4/10

Bill of Lading Acknowledgment: ACCEPTED

NORFOLK SOUTHERN CORP

++MERCHANDISE++

Shipping Instructions and Bill of Lading

B/L Date: 042299 B/L Time: 0955 B/L-Ref Number: 042299
Init/Number Weight Type Seal 1 Seal 2
USLY 26718

Rail Destination: CANDO NC Rail Origin: MUNCIE IN
Stop:

Route: NS
Agent/Shipper Route/Rule 11: 8 Weight Agreement: Weigh This Car
Switching: Orig Road: Jct: Dely Jct: Road:

Consignee or Order/Address:(Consignee) Shipper/Address:
PENGUE FARMS INC MORRISTOWN GRAIN CO
PO BOX 646

SALISBURY MD 21801 MORRISTOWN IN 46161

Send Freight Bill To: Third Party: ()
PENGUE FARMS INC
PO BOX 1537

SALISBURY MD 21801
Third Party: ()

Special Instructions:

Additional Reference Numbers:

Contracts: NS-C-12472

Tariff Authority :

Commodity (STCC): 0113215 Method of Payment: Collect Section 79: Yes

Customs: Permit:
Vessel: Voyage: Date: 000000
Booking No: Port: by:
Mail to: at:

Phys: Units: Lading Description Weight Type: Rate: Per:

45 CLO CORN
45 CORN CARS
ORIGIN/SUB GRAMES
& TEST ON RR WEIGHTS
WEIGH THESE CARS!!

Post-It Fax Note	7671	Date	4/26/02
To	RANDY.	From	DUCTION
Co/Dept		Co	MTG.
Phone #		Phone #	
Fax #	410-860-4226	Fax #	

/L Ref Number 042299
 Equipment Weight Seal

A/R Equipment Weight . Seal A/R

SLX 26718
 LIX 475164
 DDY 7139
 JDX 0256
 JCX 4348
 YHX 1218
 CFX 48833
 ZDX 6439
 IIX 475853
 LCX 25671
 KFX 46639
 RIX 8596
 KFX 173589
 JCK 20150
 WHX 488528
 CHX 8053
 KFX 48876
 HIX 9127
 PFX 1688
 FLX 16061
 GIX 5211
 GIX 5119
 OLX 5117

A -- LCK 6823
 -- PFX 1828
 -- PFL 34718
 -- CRX 8466
 -- CRX 8435
 -- FLX 23512
 -- KFX 48812
 -- IIX 468222
 -- GIX 5182
 -- OLX 5128
 -- FLX 16634
 -- GFX 181282
 -- CRX 6184
 -- HIX 485535
 -- PFX 1293
 -- PFX 1277
 -- GIX 28863
 -- CRX 8075
 -- GIX 5237
 -- BIX 8309
 -- FLX 25728
 -- PFX 1138
 --

DATE 03/15/07
TIME 14:28:53

SSI

** OUTBOUND RAIL HOIT LIST **
Morristown Grain Co., Inc.

CHARGE

PAGE 3

RAIL REF -----CUSTOMER----- LOC COMMODITY CONTRACT SHIP DATE CUST REF
000539 PERDUE PERDUE FARMS 003 CORN 00663 04/23/99

LOAD SEQ	CAR NUMBER	NET WEIGHT	SHRINK BU	NET BU	DISCOUNT MOISTU	READING TEST	DISCOUNT W DAMAGE	READING FOREIG	DISCOUNT OTHER	DISCOUNTS \$ TOTAL	FEE	SETTLEMENT AMOUNT
1	URKX 26718	196000	0.00	3853.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,835.62
2	LOCK 6023	196000	0.00	3182.14	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,016.62
3	SIRXA75164	196000	0.00	3300.00	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,276.60
4	PFMX 1028	196000	0.00	3921.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	8,646.75
5	NRKX 7139	196000	0.00	3533.93	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,792.32
6	PTLK 34718	196000	0.00	3366.07	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,422.18
7	BJCK 266	196000	0.00	3494.64	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,705.68
8	CRDX 8466	196000	0.00	3434.39	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,528.51
9	GRCK 4148	196000	0.00	3303.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,284.17
10	CRDX 8425	196000	0.00	3325.00	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,321.63
11	PFMX 1210	196000	0.00	3557.14	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,843.49
12	PLMX 23512	196000	0.00	3394.64	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,485.18
13	ACFX 48833	196000	0.00	3344.64	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,374.93
14	ACFX 48812	196000	0.00	3496.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,709.63
15	CRDX 6439	196000	0.00	3455.36	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,619.07
16	SIRXA60222	196000	0.00	3465.07	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,642.68
17	SIRXA75053	196000	0.00	3444.64	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,595.41
18	GRCK 5182	196000	0.00	3587.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,910.44
19	PLCK 25671	196000	0.00	3517.86	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,756.88
20	OLDX 5120	196000	0.00	3901.79	15.00	54.00	2.00	3.00	.0000	0.00	0.00	8,603.45
21	ACFX 46629	196000	0.00	3487.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,689.94
22	PLCK 16634	196000	0.00	3576.79	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,886.62
23	BRAX 8596	196000	0.00	3550.00	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,827.75
24	GFEX101202	196000	0.00	3494.64	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,705.68
25	RCFX173589	196000	0.00	3469.64	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,650.56
26	CRDX 6104	196000	0.00	3492.86	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,701.76
27	COCK 20150	196000	0.00	3612.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,965.86
28	WJMX485536	196000	0.00	3628.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	8,001.00
29	WJMX485524	196000	0.00	3314.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,308.01
30	PFMX 1293	196000	0.00	3683.93	15.00	54.00	2.00	3.00	.0000	0.00	0.00	8,123.07
31	CRDX 8053	196000	0.00	3378.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,890.75
32	PFMX 1277	196000	0.00	3773.21	15.00	54.00	2.00	3.00	.0000	0.00	0.00	8,319.93
33	ACFX 48876	196000	0.00	3444.64	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,595.42
34	COCK 20063	196000	0.00	3521.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,764.75
35	WJMX 9127	196000	0.00	3492.86	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,701.76
36	CRDX 8075	196000	0.00	3492.86	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,701.76
37	PFMX 1088	196000	0.00	3871.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	8,536.50
38	GRCK 5227	196000	0.00	3494.64	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,705.68
39	PLMX 16061	196000	0.00	3546.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,819.88
40	BOOK 309	196000	0.00	3512.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,745.06
41	GRCK 5211	196000	0.00	3480.00	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,607.28
42	PLCK 28720	196000	0.00	3573.21	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,878.93
43	GRCK 5119	196000	0.00	3455.36	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,619.07
44	PFMX 1138	196000	0.00	3860.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	8,512.87
45	OLDX 5117	196000	0.00	3792.86	15.00	54.00	2.00	3.00	.0000	0.00	0.00	8,343.26
TOTALS:		8820000	0.00	158722.14	15.00	54.00	2.00	3.00	.0000	0.00	0.00	350,884.39

50N

042299A 003

CORN: PERDUE FARM

CANDOR N.C.

Ref. #539

Bill of Lading Acknowledgment: A C C E P T E D

MOBILE SOUTHERN CORP

++MERCHANDISE++

Shipping Instructions and Bill of Lading

B/L Date: B/L Time: B/L-Ref Number:

052899 1757 052899

Init/Number Weight Type Seal 1 Seal 2
RRR 182985

Rail Destination: BURCH IC Rail Origin: WHITE IN
Stop:

Route: BB HURL HALL YVHS DEL
Agent/Shipper Route/Rule 11: 8 Weight Agreement: Weigh This Car
Switching: Orig Road: Jct: Del Jct: Road:

Consignee or Order/Address:(Consignee Shipper/Address:
FERDIE FARMS MORRISTOWN GRAIN COMPANY
6906 VION CHURCH RD P.O. BOX 282

SALISBURY MD 21801 SULPHUR SPRINGS IN 47388

Send Freight Bill To: Third Party: ()
FERDIE FARMS
P.O. BOX 1537

SALISBURY MD 21801

Third Party: ()

Special Instructions:

Additional Reference Numbers:

Contracts: MS-C-16215

Tariff Authority :

Commodity (SYCC): 0113215 Method of Payment: Collect Section 77: Yes

Customs: Permit:
Vessel: Voyage: Date: 000000
Booking No: Port: at: by:
Mail to:

Flgs: Units: Lading Description Weight Type: Rate: Per:

47 CLB CORN
47 CORN CARS W/ORIG
800 GRAINS AND 80 UNITS.
WEIGH THESE CARS!!

B/L Ref Number 052899

Equipment Weight Seal

A/B Equipment Weight Seal

A/B

NRX 182985
PFX 1810
GAX 5049
NAX 484472
CRX 8459
NAX 489434
PFX 1031
SIX 475034
PFX 1283
PFX 1105
PFX 1128
NRX 470060
PFX 16061
CRX 8075
CRX 20063
CRX 8053
PFX 1210
ACFX 48833
PFX 1088
GAX 5119
CRX 6439
PFX 25671
SIX 475053
ACFX 46679

A -- GAX 5284
-- PFX 1884
-- PFX 2006
-- NRX 7146
-- PFX 20042
-- CRX 7947
-- CRX 8470
-- NAX 488670
-- PFX 1009
-- ACFX 48787
-- PFX 20036
-- PFX 1277
-- NJX 309
-- GAX 5211
-- NAX 9127
-- PFX 1138
-- PFX 23512
-- CRX 5117
-- GAX 5237
-- ACFX 48812
-- CRX 5382
-- SIX 468222
-- CRX 8435
--

DATE 03/15/07
TIME 14:18:51

SSI

** OUTBOUND RAIL EDIT LIST **
Morristown Grain Co., Inc.

QACRRE

PAGE 4

RAIL REF -----CUSTOMER----- LOC COMMODITY CONTRACT SHIP DATE COST REF

000545 PERDUE PERDUE FARMS 003 CORN 00664 05/28/99

LOAD SEQ	CAR NUMBER	NET WEIGHT	SHRINK BU	NET BU	DISCOUNT NOISTO	DISCOUNT TEST	DISCOUNT W	DISCOUNT DAMAGE	DISCOUNT FORBID	DISCOUNT OTHER	DISCOUNT TOTAL	PREB	SETTLEMENT AMOUNT
1	BUSK182885	196000	0.00	3423.21	15.00	54.00	2.00	3.00			0.0000	0.00	7,240.09
2	QACK 5264	196000	0.00	3546.43	15.00	54.00	2.00	3.00			0.0000	0.00	7,500.70
3	PFNK 1010	196000	0.00	4032.14	15.00	54.00	2.00	3.00			0.0000	0.00	8,527.98
4	PFNK 1084	196000	0.00	3946.43	15.00	54.00	2.00	3.00			0.0000	0.00	8,346.70
5	QACK 8049	196000	0.00	3514.29	15.00	54.00	2.00	3.00			0.0000	0.00	7,433.72
6	PFNK 2006	196000	0.00	3441.07	15.00	54.00	2.00	3.00			0.0000	0.00	7,277.86
7	KAKK484472	196000	0.00	3542.86	15.00	54.00	2.00	3.00			0.0000	0.00	7,493.15
8	MDK 7146	196000	0.00	3619.64	15.00	54.00	2.00	3.00			0.0000	0.00	7,655.54
9	CRDK 8459	196000	0.00	3505.71	15.00	54.00	2.00	3.00			0.0000	0.00	7,583.78
10	PFNK 20042	196000	0.00	3509.29	15.00	54.00	2.00	3.00			0.0000	35.39	7,555.46
11	KAKK489434	196000	0.00	3542.86	15.00	54.00	2.00	3.00			0.0000	0.00	7,493.15
12	CRDK 7947	196000	0.00	3596.43	15.00	54.00	2.00	3.00			0.0000	0.00	7,606.43
13	PFNK 1021	196000	0.00	3925.00	15.00	54.00	2.00	3.00			0.0000	0.00	8,301.38
14	CRDK 8470	196000	0.00	3476.79	15.00	54.00	2.00	3.00			0.0000	0.00	7,353.41
15	SIRK475034	196000	0.00	3417.86	15.00	54.00	2.00	3.00			0.0000	0.00	7,220.77
16	KAKK488670	196000	0.00	3573.21	15.00	54.00	2.00	3.00			0.0000	0.00	7,557.34
17	PFNK 1283	196000	0.00	3723.21	15.00	54.00	2.00	3.00			0.0000	0.00	7,874.59
18	PFNK 1009	196000	0.00	3932.14	15.00	54.00	2.00	3.00			0.0000	0.00	8,316.48
19	PFNK 2105	196000	0.00	3773.21	15.00	54.00	2.00	3.00			0.0000	0.00	7,980.34
20	ACFK 48787	196000	0.00	3530.36	15.00	54.00	2.00	3.00			0.0000	0.00	7,466.71
21	PFNK 1136	196000	0.00	3982.14	15.00	54.00	2.00	3.00			0.0000	0.00	8,422.23
22	PFNK 20036	196000	0.00	3421.43	15.00	54.00	2.00	3.00			0.0000	0.00	7,236.32
23	RERK470068	196000	0.00	3575.00	15.00	54.00	2.00	3.00			0.0000	0.00	7,561.13
24	PFNK 1277	196000	0.00	3887.50	15.00	54.00	2.00	3.00			0.0000	0.00	8,222.06
25	PLAK 16061	196000	0.00	3533.93	15.00	54.00	2.00	3.00			0.0000	0.00	7,474.26
26	BVOK 309	196000	0.00	2623.21	15.00	54.00	2.00	3.00			0.0000	0.00	7,663.09
27	CRDK 8075	196000	0.00	3550.00	15.00	54.00	2.00	3.00			0.0000	0.00	7,500.25
28	QACK 5211	196000	0.00	3270.57	15.00	54.00	2.00	3.00			0.0000	0.00	6,924.18
29	COCK 20043	196000	0.00	3576.79	15.00	54.00	2.00	3.00			0.0000	0.00	7,564.91
30	KAKK 9127	196000	0.00	3396.43	15.00	54.00	2.00	3.00			0.0000	0.00	7,606.43
31	CRDK 8053	196000	0.00	3444.64	15.00	54.00	2.00	3.00			0.0000	0.00	7,708.41
32	PFNK 1138	196000	0.00	3903.93	15.00	54.00	2.00	3.00			0.0000	0.00	8,434.41
33	PFNK 1210	196000	0.00	3841.07	15.00	54.00	2.00	3.00			0.0000	0.00	8,123.86
34	PLAK 21512	196000	0.00	3396.86	15.00	54.00	2.00	3.00			0.0000	0.00	7,175.90
35	ACFK 48833	196000	0.00	3478.57	15.00	54.00	2.00	3.00			0.0000	0.00	7,357.18
36	OLDK 5117	196000	0.00	4041.07	15.00	54.00	2.00	3.00			0.0000	0.00	8,546.86
37	PFNK 1088	196000	0.00	3963.93	15.00	54.00	2.00	3.00			0.0000	0.00	8,426.03
38	QACK 5237	196000	0.00	3594.64	15.00	54.00	2.00	3.00			0.0000	0.00	7,603.66
39	QACK 5119	196000	0.00	3496.64	15.00	54.00	2.00	3.00			0.0000	0.00	7,391.16
40	ACFK 48812	196000	0.00	3335.71	15.00	54.00	2.00	3.00			0.0000	0.00	7,055.03
41	CRDK 6419	196000	0.00	3480.00	15.00	54.00	2.00	3.00			0.0000	0.00	7,396.75
42	QACK 5182	196000	0.00	3507.14	15.00	54.00	2.00	3.00			0.0000	0.00	7,417.60
43	FLCK 25671	196000	0.00	3500.00	15.00	54.00	2.00	3.00			0.0000	0.00	7,403.60
44	SIRK463222	196000	0.00	3532.14	15.00	54.00	2.00	3.00			0.0000	0.00	7,470.48
45	SIRK475053	196000	0.00	3562.86	15.00	54.00	2.00	3.00			0.0000	0.00	7,534.69
46	CRDK 8435	196000	0.00	3453.57	15.00	54.00	2.00	3.00			0.0000	0.00	7,304.30
47	ACFK 46629	196000	0.00	3583.93	15.00	54.00	2.00	3.00			0.0000	0.00	7,580.01
TOTALS		9212000	0.00	170137.48	15.00	54.00	2.00	3.00			0.0000	35.89	359,804.89

003^{WM}

052899

CORN: PERDUE
SALISBURY, MD

REF# 548 Adv Rec 6-7-99 YLD

Bill Of Lading Acknowledgement: A C C E P T E D

NORFOLK SOUTHERN CORP

++MERCHANDISE++

Shipping Instructions and Bill of Lading

B/L Date: B/L Time: B/L-Ref Number:

070599 1813 070699

Init/Number
NS 271319

Weight Type

Seal 1

Seal 2

Rail Destination: HARRISONBURG
Stop:

VA

Rail Origin: MUNCIE

IN

Route: NS

Agent/Shipper Route/Rule 11: S

Switching: Orig Road:

Jct:

Weight Agreement: Best Weight ^{Rail Road}

Daly Jct:

Road:

Consignee or Order/Address: (Consignee)
WAMPLER LONGACRE LIVE OP

Shipper/Address:
MORRISTOWN GRAIN CO INC
P.O. BOX 202

HARRISONBURG VA 22801
MARSHVILLE NC 28103

SULPHUR SPRINGS IN 47388

Send Freight Bill To:
WAMPLER LONGACRE FARMS
5922 E. HIGHWAY 74

Third Party: (Account of)
ARCHER DANIELS MIDLAND
4666 FARIES PARKWAY

MARSHVILLE

NC 28103

DECATUR

IL 62325

Third Party: ()

Special Instructions:

Additional Reference Numbers:

Contracts: SOU L 2804

Tariff Authority :

Commodity (STCC): 0113215

Method of Payment: Collect Section 7?: Yes

Customs:

Permit:

Vessel:

Voyage:

Date: 000000

Booking No:

Port:

Mail to:

at:

by:

Pkgs: Units: Lading Description Weight Type: Rate: Per:

50 CLD CORN
50 CORN CARS W/ ORIGN
SUB GRADES & DEST OR RR
WGHTS
WEIGH THESE CARS!!

B/L Ref Number 070699

Equipment Weight Seal1

A/R Equipment Weight Seal1

A/R

NS 271319			A --	NS 254217		
NDYX 515423			--	NS 256215		
NS 255094			--	NS 840721		
NW 178988			--	NS 251110		
NS 292698			--	SOU 8581		
NS 255514			--	NW 177485		
NS 292960			--	SOU 88049		
NS 292696			--	NS 293662		
NS 294030			--	SOU 8759		
NS 293466			--	NS 850708		
NS 251105			--	NS 840372		
FURX 840509			--	NS 850339		
NS 292572			--	NS 294083		
NS 255585			--	NS 254089		
NS 850162			--	NS 294045		
NS 850214			--	NS 850576		
NS 840741			--	NS 253304		
NS 850610			--	NS 293440		
NS 850160			--	NS 840003		
NW 176788			--	NS 254075		
NS 293664			--	NS 840822		
NS 292812			--	NDYX 515413		
ITC 1920			--	NS 292594		
NS 850614			--	NS 252122		
NS 293629			--	NS 253016		

DATE 03/15/07
TIME 14:18:53

SSI

** OUTBOUND RAIL EXIT LIST **
Morristown Grain Co., Inc.

GACRME

PAGE 5

RAIL REF -----CUSTOMER----- LOC COMMODITY CONTRACT SHIP DATE CUST REF

000556 ADMREC AIM PROCESSING 003 CORN 00689 07/06/99

LOAD	CAR	NET	SHRINK	NET	DISCOUNT READINGS				DISCOUNTS		SETTLEMENT	
SEQ	NUMBER	WEIGHT	BU	BU	MOISTU	TEST W	DAMAGE	FORNIG	OTHER	\$ TOTAL	FEE	AMOUNT
1	NS 271319	196000	0.00	3478.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,991.93
2	NS 254217	196000	0.00	3339.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,711.97
3	NDYXS15423	196000	0.00	3403.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,645.18
4	NS 256215	196000	0.00	3226.79	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,485.85
5	NS 255094	196000	0.00	3130.36	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,292.02
6	NS 840721	196000	0.00	3533.93	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,103.20
7	NS 176988	196000	0.00	3287.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,607.88
8	NS 251110	196000	0.00	3389.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,812.47
9	NS 292698	196000	0.00	3675.00	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,386.75
10	SCU 8981	196000	0.00	3676.79	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,390.35
11	NS 258514	196000	0.00	3160.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,353.03
12	NS 177485	196000	0.00	2344.64	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,722.73
13	NS 292960	196000	0.00	3739.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,515.97
14	SCU 88049	196000	0.00	3096.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,223.82
15	NS 292696	196000	0.00	3683.93	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,404.70
16	NS 293662	196000	0.00	3505.36	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,045.77
17	NS 294030	196000	0.00	3575.00	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,185.75
18	SCU 8759	196000	0.00	3576.79	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,189.35
19	NS 293466	196000	0.00	3771.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,580.57
20	NS 850708	196000	0.00	3446.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,731.32
21	NS 251105	196000	0.00	3389.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,812.47
22	NS 840372	196000	0.00	3805.36	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,648.77
23	FYRXB40509	196000	0.00	3812.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,663.13
24	NS 850339	196000	0.00	3762.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,562.63
25	NS 292572	196000	0.00	3650.00	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,336.50
26	NS 296383	196000	0.00	3485.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,006.28
27	NS 255585	196000	0.00	3146.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,334.32
28	NS 254089	196000	0.00	3085.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,202.28
29	NS 850162	196000	0.00	3655.36	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,347.27
30	NS 294045	196000	0.00	3567.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,210.88
31	NS 850214	196000	0.00	3792.86	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,623.85
32	NS 850576	196000	0.00	3832.14	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,702.60
33	NS 840741	196000	0.00	3653.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,343.68
34	NS 251304	196000	0.00	3198.21	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,428.40
35	NS 850610	196000	0.00	3651.79	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,340.10
36	NS 293440	196000	0.00	3705.36	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,447.77
37	NS 850160	196000	0.00	3810.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,659.53
38	NS 840003	196000	0.00	3705.36	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,447.77
39	NS 176788	196000	0.00	3223.21	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,478.65
40	NS 254075	196000	0.00	3189.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,410.47
41	NS 293664	196000	0.00	3637.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,311.38
42	NS 840822	196000	0.00	3782.14	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,602.10
43	NS 292812	196000	0.00	3462.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,859.63
44	NDYXS15413	196000	0.00	3871.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,781.57
45	ITC 1920	196000	0.00	3385.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,805.28
46	NS 292594	196000	0.00	3823.21	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,884.65
47	NS 850614	196000	0.00	3815.07	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,670.30
48	NS 252122	196000	0.00	3207.14	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,446.35
49	NS 293629	196000	0.00	3551.79	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,139.10
50	NS 253016	196000	0.00	3276.79	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,386.35

TOTALS:	9800000	0.00	176798.24	15.00	84.00	2.00	3.00	.0000	0.00	0.00	355,364.47
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CORN: ADM
Decatur II

REF #556

10/10/07

Bill Of Lading Acknowledgement: A C C E P T E D

NORFOLK SOUTHERN CORP

++MERCHANDISE++

Shipping Instructions and Bill of Lading

B/L Date: 121199 B/L Time: 1742 B/L-Ref Number: 121199

Init/Number NS 840700 Weight type Seal 1 Seal 2

Rail Destination: LIBERTY NC Rail Origin: MUNCIE IN
Stop:

Route: NS

Agent/Shipper Route/Rule 11: S Weight Agreement: Weigh This Car
Switching: Orig Road: Jct: Dely Jct: Road:

Consignee or Order/Address: (Consignee
CENTRAL STATES ENTERPRISES
300 INTERNATIONAL PKWAY SUITE
150
HEATHROW FL 32746

Shipper/Address:
MORRISTOWN GRAIN CO INC
P.O. BOX 202
SULPHUR SPRINGS IN 47388

Send Freight Bill To:
KS CRYSTENDON COMMODITIES INC
417 S SHARON AMITY ROAD

Third Party: ()

CHARLOTTE NC 28211

Third Party: ()

Special Instructions:

Additional Reference Numbers:

Contracts: NS-10072

Tariff Authority :

Commodity (STCC): 0113215 Method of Payment: Collect Section 7?: Yes

Customs: Permit: Voyage: Date:
Vessel: Port: at: by:
Cooking No: Port: at: by:
Mail to: Port: at: by:

kgs: Units: Lading Description Weight Type: Rate: Per:

0 CLD CORN
50 CORN CARS W/ ORIGN
SUB GRADES & DEST OR RR
WGHTS.
WEIGH THESE CARS!!

B/L Ref Number 121199

Equipment Weight Seal

A/R Equipment Weight Seal

A/R

~~NS 340700~~
~~NS 050144~~
~~NS 291151~~
~~LW 242650~~
~~NW 176120~~
~~NS 292676~~
~~NW 178970~~
~~SOU 88709~~
~~NS 293644~~
~~NS 253259~~
~~NS 271314~~
~~NS 293080~~
~~NS 252123~~
~~NS 293060~~
~~NS 293154~~
~~NS 293066~~
~~NS 293098~~
~~NW 177214~~
~~ITC 1689~~
~~NS 253286~~
~~SOU 8919~~
~~NS 294123~~
~~NW 177962~~
~~NW 176810~~
~~NW 178077~~

A ~~NS 293478~~
~~NS 291153~~
~~NS 291112~~
~~NS 293287~~
~~NS 850286~~
~~NS 271393~~
~~NW 177764~~
~~NW 177270~~
~~NS 292623~~
~~NS 294087~~
~~NW 176202~~
~~NS 292764~~
~~NS 293028~~
~~NS 293534~~
~~NS 293015~~
~~NS 293958~~
~~NS 293155~~
~~NS 840053~~
~~NS 293400~~
~~SOU 88738~~
~~SOU 88781~~
~~NS 840431~~
~~NS 294126~~
~~NW 176069~~
~~NS 294111~~

DATE 02/15/07
TIME 14:18:53

881

** OUTBOUND RAIL EDIT LIST **
Morristown Grain Co., Inc.

SACAKS

6

RAIL NEW -----CUSTOMER----- LOC COMMODITY CONTRACT SHIP DATE COST NEW

000575 CENTRALST CENTRAL STATES ENTERPRISES 003 CORN 00845 12/11/99

LOAD	CAR	NET	SHRINK	NET	DISCOUNT READINGS				DISCOUNTS		SETTLEMENT		
SEQ	NUMBER	WEIGHT	BU	BU	MOISTU	TEST	W	DAMAGE	FOREIGN	OTHER	\$ TOTAL	FEE	AMOUNT
2	NS	291478	196000	0.00	3821.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,060.09
3	NS	850144	196000	0.00	4105.36	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,584.63
4	NS	291155	196000	0.00	3910.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,225.04
5	NS	291151	196000	0.00	3937.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,274.53
6	NS	291112	196000	0.00	3930.36	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,261.34
7	LN	242669	196000	0.00	3539.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,538.84
8	NS	293187	196000	0.00	3826.79	15.00	54.00	2.00	3.00	.0000	0.20	0.00	7,069.99
9	NW	176120	196000	0.00	3283.93	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,067.06
10	NS	850284	196000	0.00	3939.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,277.84
11	NS	292676	196000	0.00	3787.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,997.41
12	NS	271393	196000	0.00	3808.93	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,037.00
13	NW	178970	196000	0.00	3480.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,439.61
14	NW	177764	196000	0.00	3414.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,307.90
15	SCU	88709	196000	0.00	3491.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,458.93
16	NW	177279	196000	0.00	3589.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,531.21
17	NS	293644	196000	0.00	3751.79	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,931.43
18	NS	292823	196000	0.00	3844.64	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,287.72
19	NS	253259	196000	0.00	3451.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,386.47
20	NS	294087	196000	0.00	3814.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,046.90
21	NS	271314	196000	0.00	3467.86	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,406.87
22	NW	176202	196000	0.00	3414.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,307.90
23	NS	293088	196000	0.00	3787.14	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,941.32
24	NS	292764	196000	0.00	3534.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,511.90
25	NS	252123	196000	0.00	3342.86	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,178.92
26	NS	293026	196000	0.00	3698.21	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,832.44
27	NS	293069	196000	0.00	3993.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,311.85
28	NW	293534	196000	0.00	3835.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,086.47
29	NS	292154	196000	0.00	3760.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,947.91
30	NS	293015	196000	0.00	3876.79	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,142.37
31	NS	293066	196000	0.00	3926.79	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,254.74
32	NS	293981	196000	0.00	3862.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,118.97
33	NS	293098	196000	0.00	3726.79	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,885.24
34	NS	293155	196000	0.00	3735.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,901.72
35	NW	177214	196000	0.00	3494.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,429.65
36	NS	840853	196000	0.00	3502.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,471.26
37	TEL	1689	196000	0.00	1325.00	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,242.94
38	NS	293400	196000	0.00	4003.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,396.60
39	NS	252106	196000	0.00	3489.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,346.48
40	SCU	88728	196000	0.00	3483.57	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,388.10
41	SCU	8919	196000	0.00	3762.50	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,921.22
42	SCU	88701	196000	0.00	3485.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,389.21
43	NS	294123	196000	0.00	3814.29	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,046.90
44	NS	840431	196000	0.00	3830.36	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,076.59
45	NW	177962	196000	0.00	3460.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,393.66
46	NS	294126	196000	0.00	3841.07	15.00	54.00	2.00	3.00	.0000	0.00	0.00	7,096.38
47	NW	176810	196000	0.00	3513.71	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,491.58
48	NW	176069	196000	0.00	3288.92	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,030.87
49	NW	178077	196000	0.00	3491.07	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,449.75
50	NS	294111	196000	0.00	3771.43	15.00	54.00	2.00	3.00	.0000	0.00	0.00	6,967.72

TOTALS:	9604000	0.00	180115.09	15.00	54.00	2.00	3.00	.0000	0.00	0.00	332,762.60
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121199 003
 CORN: Cen States
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Mobile Alert**Subject:** Grain Bin Collapse

1-5-2000

Amy Martin
Staff Reporters

SULPHUR SPRINGS — A rumbling was heard in this small, northwestern Henry County town Tuesday morning. The noise was followed by a huge cloud of dust. It wasn't a thunder storm or a tornado, though. It was corn.

About 7:30 a.m. Tuesday, the side of a grain bin split at Morristown Grain in Sulphur Springs, spilling more than 70,000 bushels of corn onto the ground. Fortunately, no one was outside the bin at the time, and no injuries were reported.

The knee-high corn — which looks like a mound of snow from a distance — covers the little park area just north of Ind. 36 on the east edge of town.

"It just split open and spilled corn all over town," said Jim Caine, manager of Morristown Grain. "We looked out and saw dust and corn everywhere."

According to Caine, the corn was to be picked up by a railroad car in the next week or so. The 3/8-inch steel bin was full.

Ironically, the corn is much closer to the railroad now. It's just scattered along the tracks.

It is estimated that the bin which "split from top to bottom" was built in the 1950's. There are two other similar bins at Morristown Grain, and one of the others is currently leaking from a seam, an employee reported.

Caine and the owners of Morristown Grain are dealing with insurance representatives now, trying to figure out the best way to clean up all the kernels. Caine is hopeful there will be some salvage value.

Valued at \$1.86 a bushel today, there's \$130,200 worth of corn on the ground in Sulphur.

SULPHUR SPRINGS – A rumbling was heard in this small, northwestern Henry County town Tuesday morning. The noise was followed by a huge cloud of dust. It wasn't a thunder storm or a tornado, though. It was corn. About 7:30 a.m. Tuesday, the side of a grain bin split at Morristown Grain in Sulphur Springs, spilling more than 70,000 bushels of corn onto the ground. Fortunately, no one was outside the bin at the time, and no injuries were reported. The knee-high corn – which looks like a mound of snow from a distance – covers the little park area just north of Ind. 36 on the east edge of town. "It just split open and spilled corn all over town," said Jim Caine, manager of Morristown Grain. "We looked out and saw dust and corn everywhere." According to Caine, the corn was to be picked up by a railroad car in the next week or so. The 3/8-inch steel bin was full. Ironically, the corn is much closer to the railroad now; it's just scattered along the tracks. It is estimated that the bin which "split from top to bottom" was built in the 1950's. There are two other similar bins at Morristown Grain, and one of the others is currently leaking from a seam, an employee reported. Caine and the owners of Morristown Grain are dealing with insurance representatives now, trying to figure out the best way to clean up all the kernels. Caine is hopeful there will be some salvage value. Valued at \$1.88 a bushel today, there's \$130,200 worth of corn on the ground in Sulphur.

--
Randy Randfield,
Managing Editor
The Courier-Times
201 S. 14th
PO Box 369
New Castle, IN 47382
(765) 526-1111 ext. 235

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Mar-27-07 12:20P William B. Keaton

(765) 938-2803

P.02



RICH WHALEY
PO BOX 369
ZIONSVILLE IN 46077

ATTN: BILL SMITH
MORRISTOWN GRAIN COMPANY INC.
PO BOX 646
MORRISTOWN IN 46161

REG CLAIM # 16165
TYPE OF CLAIM: RUPTURE TO GRAIN BIN
DATE OF LOSS: 12/4/99

DEAR MR. SMITH,

I RECENTLY RECEIVED NOTICE OF YOUR BIN WALL RUPTURE AT YOUR SULPHUR SPRINGS LOCATION. I MET WITH JIM CAEN AND EXAMINED THE BIN ON 12/6 AND HAVE REVIEWED THE PROPERTY COVERAGE FORM WHICH WAS IN FORCE UNTIL 12/1/99. A NEW POLICY PERIOD WILL NEED TO BE IN EFFECT AS OF THE DATE OF THE LOSS AND THAT POLICY HAS NOT YET BEEN COMPLETED.

I DID REVIEW THE PREVIOUS YEARS POLICY LANGUAGE, AS WELL AS THE NEWEST VERSION OF OUR PROPERTY POLICY FORM. THE PREVIOUS VERSION HAD AN EDITION DATE OF DECEMBER OF 1997, WHILE THE NEWEST EDITION HAS A JULY OF 1999 PRINT DATE. BOTH VERSIONS INCLUDE LANGUAGE WHICH EXCLUDES COVERAGE FOR LOSSES WHICH INVOLVE THE CRACKING OF WALLS. THIS LOSS INVOLVES THE CRACKING OF THE LOWER TWO RING SECTIONS OF THE EFFECTED BIN WHICH HAS ALLOWED CORN TO SPILL OUT ONTO THE GROUND. GIVEN THAT THERE IS NO COVERAGE FOR THIS I AM UNABLE TO MAKE ANY PAYMENT FOR ANY ELEMENT OF THIS LOSS - WHETHER IT INVOLVES THE BIN OR CORN WHICH WAS INSIDE OF IT. I HAVE PROVIDED A COPY OF A SECTION OF YOUR PROPERTY POLICY AND DEFINITIONS SECTION WHICH RELATE TO THIS AND HAVE HIGHLIGHTED THE NECESSARY PARTS. IF YOU HAVE ANY QUESTIONS REGARDING THIS PLEASE FEEL FREE TO CONTACT ME AT YOUR CONVENIENCE.

VERY TRULY YOURS,

Rich Whaley
RICH WHALEY
FIELD ADJUSTER SPECIALIST

ENC.

CC: DASEKE

NATIONWIDE AGRIBUSINESS INSURANCE COMPANY

Rich Whaley, AIC, CPCU, ARM P.O. Box 369
Field Adjuster Specialist Zionsville, IN 46077

Bus. 317-873-0296
FAX: 317-873-9122

OUR TEAM WORKING WITH YOUR TEAM

HOME OFFICE - DES MOINES, IOWA
Member National Association of Insurance Commissioners

FARMLAND INSURANCE COMPANIES
FARMLAND MUTUAL INSURANCE COMPANY • NATIONWIDE AGRIBUSINESS INSURANCE COMPANY
1863 BELL AVENUE • DES MOINES, IOWA 50315 • PHONE (515) 265-8800 • FAX (515) 265-8800
MEMBERS OF THE NATIONAL ASSOCIATION OF INSURANCE COMPANIES

Exhibit L

P.03

(continued)

NATIONWIDE AGRIBUSINESS INS CO
1963 BELL AVE
DES MOINES IA 50315

MORRISTOWN GRAIN COMPANY &
HONEY CREEK RAILROAD INC
PO BOX 646 -
MORRISTOWN IN 46161

CLIENT# 111169

KIND OF POLICY: COMMERCIAL GARD, COMMERCIAL
UMBRELLA LIABILITY, WORKERS COMPENSATION
POLICY NO: CNG853086, CUL817260, WCC830671
CANCELLATION OR EXPIRATION WILL TAKE EFFECT AT:
02/21/00 12:01 A.M.
DATE OF MAILING: 12/13/99
ISSUED THROUGH AGENCY OR OFFICE AT
1963 BELL AVE DES MOINES IA 50315

(Available item started ☒)

Conclusions

☐ You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that your insurance will cease at and from the hour and date mentioned above.

Reason for cancellation: **Nonpayment of premium.**

See the "Important Notices" section below for other information that may apply.

☒ You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that your insurance will cease at and from the hour and date mentioned above.

Reason(s) for cancellation: **LOSS OF REINSURANCE ON RISK**

Appeal to the Commissioner of Insurance (Applies only to Insurance for private passenger automobiles) The law provides that if you dispute the truth of the reasons given for the cancellation, you may, not later than 10 days prior to the effective date of the cancellation, apply in writing to the Commissioner of Insurance for a hearing. Such application shall state wherein such reason is false and a copy of such application shall be mailed or delivered to this Company on the same date it is submitted to the Commissioner. Your application for a hearing shall be accompanied by a filing fee of \$20 as a condition precedent to such hearing. The fee will be returned to you if the Commissioner's finding is in your favor, but otherwise it shall be retained by the Department of Insurance. Send your application for a hearing to: Commissioner of Insurance, Indiana Insurance Department, 311 W. Washington St., Suite 300, Indianapolis, Indiana 46204-2765

See the "Important Notices" section below for other information that may apply.

☐ You are hereby notified in accordance with the terms and conditions of the above mentioned policy that your insurance will cease at and from the hour and date mentioned above.

Barometer for expectations:

See the "Important Notices" section below for other information that may apply.

Unearned premium will be returned in accordance with Indiana law and the terms of the policy.

Enclosed is \$_____ being the amount of unearned premium for the unexpired term of the policy.

A bill for the premium earned to the time of cancellation will be forwarded in due course.

Other:

Measurement

☐ You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that the above mentioned policy will expire effective at and from the hour and date mentioned above and the policy will NOT be renewed.

See the "Important Notices" section below for other information that may apply.

Indiana Basic Property Insurance Underwriting Association (FAIR Plan) Information You have been notified herewith that this Company will no longer be carrying your insurance. If you wish to replace your policy you should make an effort to obtain insurance through another company in the normal market. If you have difficulty in procuring replacement coverage in the normal market you possibly may obtain fire, extended coverage, vandalism, liability, crime and malicious mischief insurance through the Indiana FAIR Plan. For further information, please contact your agent or the Association located in Indianapolis, Indiana. The Plan provides fire, extended coverage, vandalism, liability, crime and malicious mischief insurance, however, not all insureds or risks are eligible for insurance under the Plan.

☐ **Automobile Insurance Plan Information:** You have been notified herewith that this Company will no longer carry your automobile insurance. You are possibly eligible for automobile insurance through another insurer or under the Indiana Automobile Insurance Plan. Please contact your agent for more information.

Appeal to Automobile Insurance Plan Governing Committee: As your policy was one obtained through the Indiana Automobile Insurance Plan, you are hereby advised, regarding the above notification of cancellation, that you have the right to appeal to the Governing Committee of the Plan, 251 East Ohio Street, Suite 1070, Indianapolis, Indiana 46204-2143.

Consumer Report: In compliance with the Fair Credit Reporting Act (Public Law 91-508) and the Consumer Credit Reform Act of 1996, you are hereby informed that the action taken above is being taken wholly or partly because of information contained in a consumer report from the following consumer reporting agency: (Name) _____ (Phone Number) _____

(Address)

Please see the back of this form for a disclosure of your rights under this federal law.

©1999, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 26

ORIGINAL COPY

ALTERNATIVE 1: 100% FERTILIZER

5. d

765938558

Mar 28 2007 10:09AM HP LASERJET FAX

Pursuant to the Consumer Credit Reform Act of 1986, effective September 30, 1987, you are informed that:

The consumer reporting agency identified on the front of this form did not make any decisions regarding the stated insurance policy. Therefore, the consumer reporting agency would not be able to provide you with the specific reasons why the insurance company is taking the present action.

You have the right to obtain within 60 days of the receipt of this notice a free copy of your consumer report from the consumer reporting agency which has been identified on the front of this form.

You have the right to dispute inaccurate information by contacting the consumer reporting agency directly. Once you have directly notified the consumer reporting agency of your dispute, the agency must, within a reasonable period of time reinvestigate and record the current status of the disputed information. If after reinvestigation, such information is found to be inaccurate or unverifiable, such information must be promptly deleted from your records. If the reinvestigation does not resolve the dispute, you may file a brief statement setting forth the nature of the dispute with the consumer reporting agency. Your filed statement will then be included or summarized in any subsequent consumer report containing the information in question.

For complete information regarding the Federal Consumer Credit Protection Law please refer to The Code of the Laws of the United States of America, Title 15, Chapter 41, Subchapter III, (15 U.S.C. §1681 et seq.)



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue

Room N755

Indianapolis, Indiana 46204-2249

(317) 232-5533

Fax: (317) 232-0238

FRANK O'BANNON, Governor

CRISTINE M. KLIKA, Commissioner

Writer's Direct Line

January 5, 2001

Mr. William E. Smith, President
Honey Creek Railroad
PO Box 464 120 East Broadway
Morristown, IN 46161

Dear Mr. Smith

The Indiana Department of Transportation (INDOT) has reviewed your application for funding from the Industrial Rail Service Fund Program. We are pleased to announce your application has been approved in the amount of \$197,446.64. These funds are to be used for the rail infrastructure rehabilitation projects outlined in your application.

Thank you for assisting the INDOT Railroad Section in its goal of helping to rehabilitate shortline railroad trackage in Indiana. Two contracts are enclosed. Please have the authorized official execute both copies and return to our office for signatures. The signatory process at the State takes from six to eight weeks. This is a cost reimbursement program. The Indiana Department of Transportation will not reimburse costs incurred before a purchase order has been issued.

The Rail Section reserves the right to withdraw a grant if this contract is not returned within 60 days of the date of this letter. Should you have any questions regarding your award, please contact me at (317)232-1474 or Tom Beck at (317)232-1478.

Sincerely,

Venetta Keefe,
Acting Railroad Section Manager

Enclosures



INDIANA DEPARTMENT OF TRANSPORTATION

MultiModal Division
100 North Senate Avenue, Room N901
Indianapolis, Indiana 46204-2249
(317) 232-1491 Fax: (317) 232-1499

Joseph E. Kernan, Governor
J Bryan Nicol, Commissioner

Writer's Direct Line

November 14, 2003

Mr. William Smith
Honey Creek Railroad
PO Box 646
Morristown, IN 46161

Mr. Smith:

This letter is in reference to Industrial Rail Service Grant 01-IRSF-21 awarded March, 2001 for \$197,446.64. The grant was for tie/ballast replacement and rail replacement from MP 23 to MP 18.5 in Rush County. *remaining balance*

The purchase order for this grant will close December 2, 2003 and any unspent portion of the remaining \$54,040.72 balance will be deobligated on that date as well. Project-related invoices can be submitted for reimbursement until November 24, 2003.

If you have any questions, please contact me by phone at (317) 232-1474 or by e-mail at vholfi@indot.state.in.us.

Sincerely,

Venetta H. Keefe,
Rail Section Project Manager

Office Use

File Number: _____

AFE Number: _____

Engineering Department - Norfolk Southern Corporation
Atlanta, Georgia

TRACK RETIREMENT REQUEST FORM

Date 12-5-01

Region Western

City New Castle

State IN

County Henry

Milepost: Prefix CF 104.2 Suffix _____

Company Owned Track: YES ☒ NO ☐

Complete Track Retirement: YES ☒ NO ☐

Name of Track/Industry Served Honey Creek Branch

Val Section/Map: V-11
IND
15

(If Applicable)

RDBR: _____

Zone _____ Page _____

Track Number: Val Map _____

ZTS: _____

Length of Track to be Retired/Removed 180'

No. of Turnouts 1

Bridge/Scales Work: YES ☐ NO ☒

M. J. DiFilippantonio
Requester

Asst. Div. Engineer
Title

V. W. Mason
Approval-Superintendent 12-14-01

Division _____

Office Use

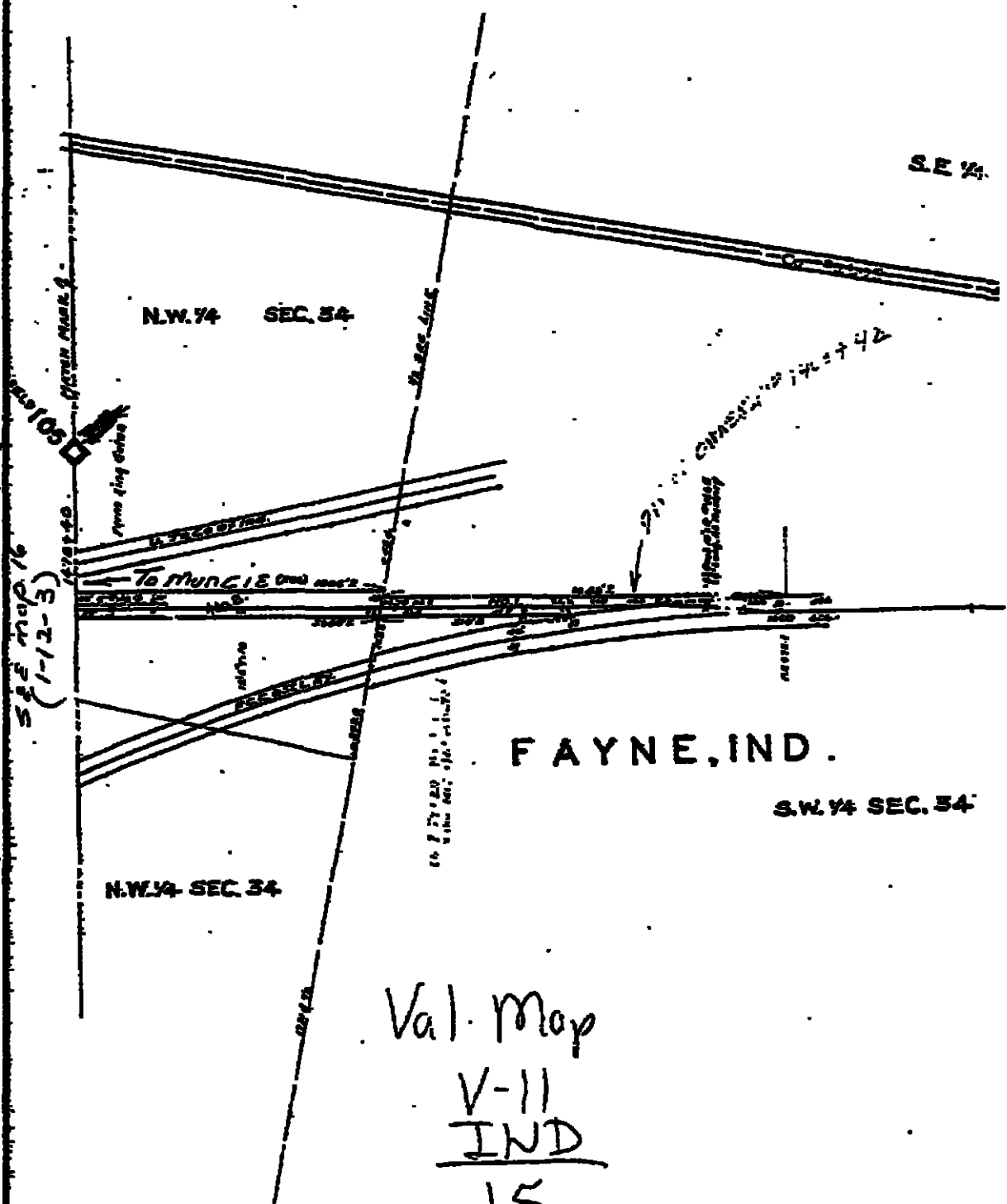
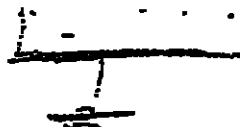
Railroad: _____

Headquarters: _____

Manager Code: _____

Map Name: _____

6/00/trkrm2



Val. Map
V-11
IND
15

BECK, TOM

From: MARSHALL, LAVON
Sent: Tuesday, February 19, 2002 8:44 AM
To: BECK, TOM
Subject: RE: Honey Creek Railroad

I hate to be a pest. Were you able to look at this last week? Just wondering

-----Original Message-----

From: BECK, TOM
Sent: Friday, February 08, 2002 14:40
To: MARSHALL, LAVON
Subject: RE: Honey Creek Railroad

LaVon: Thank you for the information about this line. I want to talk to my boss Mike Scime about this situation. I have looked at the loan contract INDOT has with Honey Creek railroad. We loaned them \$200,000 in 1993 to purchase and rehabilitate the Sulphur Springs line. We took a security interest in the line. The rail and the underlying property serve as the collateral for the mortgage. In the contract, it clearly states that Honey Creek cannot take any of the track away without asking INDOT for permission. Until their loan is paid off, I believe we hold title since the rail line is the security for the mortgage. Like I said - I want to talk to my boss about this first. I have not talked with Bill Smith. I think we might want to go take a look at the situation. We may drive up there early next week. I'll let you know as we proceed with this situation. Thanks again for letting us know about this situation.

- Tom Beck

-----Original Message-----

From: MARSHALL, LAVON
Sent: Friday, February 08, 2002 10:49 AM
To: BECK, TOM
Subject: Honey Creek Railroad

A couple weeks ago we inquired about the Honey Creek railroad and if it was abandoned. I recently talked to Bill Smith who informed me that he was ripping rail from just North of SR 38 where it hooks into NS and selling the rail to make improvements to the line that goes to Rushville. I said that made sense but has he filed for abandonment. He stated that he owned not leased the rail and did not think he needed permission. I gave him your number for more particulars. Has he contacted you? He has removed the rail already. What is your determination of this matter? Let me know

LaVon

HOLIFIELD, VENETTA

From: SCIME, MIKE
Sent: Tuesday, February 19, 2002 11:46 AM
To: MARSHALL, LAVON
Cc: POTURALSKI, JIM; DAVIS, BRAD; GOODE, LARRY; HOLIFIELD, VENETTA
Subject: Thank You

Lavon,

A big thank you for your phone call this morning notifying us that the Honey Creek Railroad was taking up its track to Sulfur Springs. The railroad has never applied for nor received federal approval to abandon the line. In addition, the railroad has an outstanding loan for the purchase and rehabilitation of the line. They owe INDOT \$124,000. INDOT has taken a first mortgage in the line as security for the loan and removal of the line is a direct violation of our loan agreement.

I have already contacted the railroad and believe that they did not intentionally try to rip us off. They will stop all abandonment activity and will seek permission from USDOT to continue the abandonment. They have also agreed to reuse the materials they are taking up from this line in their other line north of Rushville. We will be amending our loan agreement to allow this to legally happen.

Without you seeing this in the field and making the connection that it needed to be reported to us, we would still not know what was happening. The INDOT's legal position in recovering its investment would be jeopardized. Thank you very much for being our eyes and ears in the field.

Mike Scime
Rail Section Manager



INDIANA DEPARTMENT OF TRANSPORTATION

Multimodal Division

100 North Senate Avenue, Room N901

Indianapolis, Indiana 46204

Fax: (317) 232-1499

FRANK O'BANNON, Governor
J. Bryan Nicol, Commissioner

Writer's Direct Line (317) 232-1491

February 19, 2002

Mr. William Smith
Honey Creek Railroad
P.O. Box 646
Morristown, IN 46161

Dear Mr. Smith:

As we discussed earlier this afternoon during our phone conversation, INDOT's Greenfield District reports that the Honey Creek Railroad has severed its Sulfur Springs Line and begun to salvage the track materials. This is of great concern to INDOT for two reasons:

1. To the best of our knowledge, HCRR has not requested nor obtained an abandonment certificate from the Surface Transportation Board allowing for the abandonment of this line segment.
2. Taking up the rail and discontinuing service on the line is a direct violation of Sections 10 and 14(d) of HCRR's loan agreement with INDOT dated September 3, 1993 which requires the railroad to be maintained and operated for the term of the loan (through 2013).

I must request that HCRR immediately cease all salvage activities and ensure that none of the track structure materials are sold to any third party. As you are now aware, prior to removing rail and discontinuing service, railroads must receive authority to do so from the STB. HCRR should apply for an abandonment exemption with the STB as soon as possible and may wish to contact an attorney familiar with STB procedures to assist with the required filings.

In addition to obtaining proper abandonment authority, HCRR will need to address its outstanding loan with INDOT. Our records indicate HCRR still owes \$124,450 in principle on its loan. HCRR's actions clearly violate the loan agreement with INDOT allowing INDOT, at its discretion, to call for the immediate payment of all outstanding balances. You have advised that it was HCRR's intent to reuse the materials salvaged from its inactive Sulfur Springs Line to improve conditions on its Rush County Line. Since this activity would be consistent with the public policy goals of the Industrial Rail Service Fund, I believe it may be possible to work out an arrangement to allow this transfer of assets between line segments. For this to happen, the following must occur

Mr. William Smith

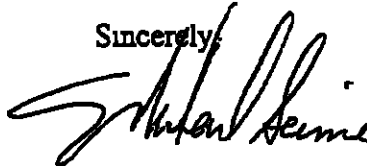
February 19, 2002

Page 2

1. HCRR must consent to amend its loan agreement with INDOT allowing for materials purchased with loan funds to be transferred from the inactive HCRR line segment to the active HCRR line segment.
2. In exchange for INDOT giving up its security interest in the Sulfur Springs Line, HCRR must agree to give INDOT an equal and primary security interest in the Rush County Line.
3. New agreements covering the above points must be signed by both parties and recorded in the appropriate county offices.

I appreciate your willingness to meet with Venetta Holifield and me on March 7th to discuss the details of this issue and tour the Rush County Line. It will help us both to see the property and to get a feel of HCRR's rehabilitation needs. In the meantime, please begin to draw up a scope of work (including material quantities and dollar values) which shows the materials you plan to move between line segments and how they will be utilized on the Rush County Line. I would also appreciate being apprised of any progress you make on the STB filings (please note that HCRR must serve INDOT with copies of any filings) and again offer any assistance that I can provide to help resolve the issues raised in this letter.

Sincerely,



Michael Scime
Rail Section Manager



INDIANA DEPARTMENT OF TRANSPORTATION

Multimodal
100 North Senate Ave
Indianapolis, Inc
Fax: (317) 2

For
File

FRANK O'BANNON, Governor
J. Bryan Nicol, Commissioner

March 11, 2002

Mr. William Smith
Honey Creek Railroad
P.O. Box 646
Morristown, IN 46161

Dear Mr. Smith

Thank you for meeting with Venetta and me last Thursday and for giving us a tour of Honey Creek's Rush County operations. You have obviously worked hard to improve track conditions on this line and INDOT is pleased to be cooperating with your efforts through a grant from the Industrial Rail Service Fund (IRSF). We in turn appreciate your willingness to cooperate with INDOT to resolve the issues raised by the abandonment of the Sulfur Springs Line and how that abandonment affects Honey Creek's outstanding IRSF Loan.

In this spirit of cooperation, I am pleased to inform you that INDOT's Chief Legal Council has agreed to the plan outlined in my February 19th letter. Upon taking a new security interest in the Rush County Line, INDOT will be able to release its lien on the Sulfur Springs property. Once the lien is released, Honey Creek Railroad will have clear title to the rail materials on the Sulfur Springs Line and, according to our council, would then be able to use those materials as the railroad's match for the ongoing IRSF Grant project.

In order to make this happen, I ask that you provide me with the following information.

1. A legal description of Honey Creek's Rush County Line.
2. A certified appraisal of the value of the rail materials on the Rush County Line.
3. Proof of clear title to the rail materials on the Rush County Line.

As part of the resolution to this issue, INDOT proposes to take a primary lien in the personal property (rail, ties, spikes, plates, etc.) on the Rush County Line. Prior to releasing our existing lien on the Sulfur Springs Line, we need to ensure that there is enough value in the Rush County Line to secure Honey Creek's outstanding loan balance of approximately \$125,000.

Once we receive the above information from you, our legal section will prepare an amendment to the existing loan agreement (Number IRSF - 13). Once fully executed, INDOT will file the new lien with the Secretary of State's office and release the old lien at the Henry

Mr. William Smith
March 11, 2002
Page 2

County Courthouse Council has advised us that once this lien is released, INDOT will be able to accept the value of the materials from the Sulfur Springs Line as the railroad's match for the Rush County Line grant project.

Until this issue is resolved, INDOT must continue to require that Honey Creek not remove any more track materials from the Sulfur Springs Line. In addition, we will continue to hold payment on Honey Creek's most recent request for reimbursement under Grant Number 01-IRSG-21. Finally, as stated in my previous letter, Honey Creek must file the required paperwork to comply with the abandonment regulations of the United States Surface Transportation Board.

In order to ensure a quick resolution to this issue and in an effort to protect the state's financial interest in this matter, I must request that Honey Creek supply the above information by May 11th. Any inability to reasonably comply with this request could result in INDOT immediately calling the balance of the outstanding IRSF Loan. If you anticipate problems meeting this deadline, please contact me immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Scime", written over the word "Sincerely,".

Michael Scime
Rail Section Manager

SCIME, MIKE

From: WHITEMAN, KELLY
Sent: Wednesday, March 27, 2002 11:09 AM
To: SCIME, MIKE
Subject: RE: Morristown Grant Industrial Rail Loan

A sworn affidavit is fine

Kelly Whiteman
Deputy Commissioner
Chief Legal Counsel
Indiana Department of Transportation
100 N. Senate, Room N755
Indianapolis, IN 46204
(317) 232-5012
(317) 232-0238 fax
e-mail: KWhiteman@indot.state.in.us

-----Original Message-----

From: SCIME, MIKE
Sent: Tuesday, March 26, 2002 2:44 PM
To: WHITEMAN, KELLY
Subject: Morristown Grant Industrial Rail Loan

You may recall our recent discussion about the railroad with the outstanding Industrial Rail Service Fund Loan which was in the process of taking up its track (in violation of the loan agreement). As a solution, you suggested our taking a new collateral interest in that railroad other operating rail line. In addition to a property description and an appraisal, you said we would need some documentation that there were no other liens or mortgages on the property and that ours would be a primary interest.

The railroad called to ask if a sworn affidavit would satisfy the need for "some documentation" Will it? If not, what do we need?

V,
For Honey Creek File



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R5 / 8-01)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Check EDS against contract data for consistency.
6. Attach additional pages if necessary.

AGENCY INFORMATION

14. Name of agency:
INDOT - Rail Section, MultiModal Division

15. Requisition Number:

16. Address:
100 N. Senate Avenue, Rm N901
Indianapolis, IN 46204

AGENCY CONTACT INFORMATION

17. Name:
Venetta Holifield Keefe

18. Telephone #:
2-1474

19. E-mail address: vholifield@indot.state.in.us

COURIER INFORMATION

20. Name:
Venetta Holifield Keefe

21. Telephone #:
2-1474

22. E-mail address: vholifield@indot.state.in.us

VENDOR INFORMATION

23. Taxpayer Identification Number: 35-1888473

24. Name:
Honey Creek Railroad

25. Telephone #:
765-763-1215

26. Address:
PO Box 646
120 E. Broadway
Morrison, IN 46161

RECEIVED
JUL 02 2002

27. E-mail address:

OAG CONTRACTS

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) XX Yes No

29. Minority participation?
 Yes No

If no, and contract > \$25,000.00, you must include justification in box 34

30. If yes, list percentage:

 %

31. Will the attached document involve data processing or telecommunications systems(s)? Yes: ITOC or Delegate has signed off on contract
 Possibly: This issue has been discussed with ITOC or Delegate

32. Statutory Authority (Cite applicable Indiana or Federal Codes)

I.C. 8-3-1.7-2

1. EDS Number
A249-3-B5004

2. Date prepared:
May 31, 2002

8/16

3. CONTRACTS & LEASES

 Professional/Personal Services
 Grant
 Lease
 Attorney
 MOU
 QPA
 Equipment Lease
 Lease-to-Own

 Contract for Services
 Maintenance
 License Agreement
 Amendment # 1
 Renewal #
 Other (specify)

JS

FISCAL INFORMATION

4. Account Number:

6000-13500

5. Account Name:

Industrial Rail Service Fund

6. Total amount this action:

\$0.00

7. New contract total:

\$200,000.00

8. Revenue generated this action:

9. Revenue generated total contract:

\$

10. New total amount for each fiscal year:

Year \$ Year \$

Year \$ Year \$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year):
9/93

12. To (month, day, year):
9/08

13. Method of source selection:

X Negotiated BAA # RFP #
 Bid/Quotation Emergency Special Procurement
 Other (specify)

33. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)

The line serves as a grain elevator, which is important to the agricultural community in this area.

34. Justification of vendor selection and determination of price reasonableness:

This is a supplemental agreement for a loan disbursed in 1993. It changes the collateral from the Sulfur Springs Line to the Rush County Line.

35. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

95643
JUN 21 2002

SIGNATURES

36. Agency fiscal officer or representative approval

37. Date Approved

38. Budget agency approval

Received
7/11/02

40. Attorney General's Office approval

41. Date Approved

42. Agency representative receiving from AG

43. Date Approved

IDA Contracts

SUPPLEMENTAL LOAN AGREEMENT NO. 1

This is an Amendment to the loan entered into by and between the Indiana Department of Transportation (hereinafter referred to as "INDOT") and Honey Creek Railroad (hereinafter referred to as "RAILROAD") dated September 7, 1993.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

Revisions to terms of the existing Agreement

Attachment A and Attachment B are deleted and replaced in their entirety by the attached Attachment A, and Attachment B

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the parties, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Honey Creek Railroad

By: William E. Smith
Printed Name: William E. Smith
Title: Pres.
Attest: Lynda K. Stecrett
Printed Name: Lynda K. Stecrett
Title: Bookkeeper

STATE OF INDIANA
Department of Transportation

Recommended for approval by:

Vaneeta Kungar
Vaneeta Kungar
Deputy Commissioner

Executed by:

J. Bryan Nicol
J. Bryan Nicol
Commissioner

Attest:

Richard Whitney
Richard Whitney
Chief Financial Officer

Department of Administration

Glen R. Lawrence
Glen R. Lawrence, Commissioner

State Budget Agency

Michael J. Smith for
Betty Goolsby, Director
Marilyn Schultz

Approved as to Form and Legality:

Stephen Carter (FOR)
Stephen Carter
Attorney General of Indiana
Date Approved: 8-16-02

Attachment A

Honey Creek Railroad, Inc. Property Description of Collateral

Property purchased and originally installed on the Sulfur Springs Line with the proceeds of Loan No. IRSL-12 but now moved and re-installed to the Rush County Line (described in Attached B):

**1,880 6"x8"x8'6", cross ties
Four railroad rails (relay rail – 100# PS rail)
16 pairs of bars (relay bars – 100# PS bars)
300 net tons of railroad ballast
All other rail materials and equipment to be used for rail rehabilitation for the Honey Creek line in Rushville**

All of the above is to be removed from the Sulfur Springs Line and installed as track and rail bed improvements on the real estate described in Attachment B.

Property already owned with will also secure Loan No. IRSL-12:

**All cross ties, relay or otherwise
All railroad rails, relay or otherwise
All railroad bars, relay or otherwise
All railroad ballast
All other rail materials and equipment making up the track structure and rail bed of the real estate described in Attachment B**

Attachment B:

The Rail Line beginning at the connection with CSX Transportation and MP 23.8 in Rushville and continuing northward to end of track at MP 18.0 including the real property, railroad right-of-way, road bed, main track, sidings, industrial tracks, depots, yards, storage and parking areas, culverts, bridges, buildings, structures, communication and signal facilities, fixtures, and all other appurtenances located between said mileposts all in "AS IS, WHERE IS" CONDITION AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**INDIANA DEPARTMENT OF TRANSPORTATION
ROUTING SLIP**

ORIGINATING AGENCY:

**Indiana Department of Transportation
Division of MultiModal Transportation**

There are two agreements attached. Each requires an original signature. Please sign both copies.

DATE:

Michael Scime 6-13-02

INDOT-Division of Multi-Modal Transportation

ATTN: Mike Scime

ACTION: REVIEW CONTRACT

28 6/17/02

INDOT-Division of Multi-modal Transportation

ATTN: Larry Goode

ACTION: REVIEW CONTRACT

28 6/17/02

INDOT- Office of Intermodal Transportation and Planning

ATTN: Vaneeta M. Kumar

ACTION: SIGN SIGNATURE PAGES
FORWARD TO COMMISSIONER

73n 6/19/02

INDOT-Office of the Commissioner

ATTN: J. Bryan Nicol

ACTION: SIGN SIGNATURE PAGES
FORWARD TO CHIEF FINANCIAL OFFICER

Ru 6/18

INDOT-Office of Chief Financial Officer

ATTN: Richard Whitney

ACTION: SIGN SIGNATURE PAGES
FORWARD TO DEPARTMENT OF ADMINISTRATION

DEPARTMENT OF ADMINISTRATION

ATTN: Glenn R. Lawrence

ACTION: SIGN SIGNATURE PAGES
FORWARD TO STATE BUDGET AGENCY

STATE BUDGET AGENCY

ATTN: Betty Cockrum

ACTION: SIGN SIGNATURE PAGES
FORWARD TO OFFICE OF ATTORNEY GENERAL

OFFICE OF ATTORNEY GENERAL

ATTN: Stephen Carter

ACTION: SIGN SIGNATURE PAGES
FORWARD TO INDOT - MULTI-MODAL DIVISION

RETURN FINAL EXECUTED CONTRACT TO ORIGINATING AGENCY
PLEASE CONTACT Venetta Hollifield Keefe AT 232-1474 WITH QUESTIONS



INDIANA DEPARTMENT OF TRANSPORTATION

Multimodal Division

100 North Senate Avenue

Room N901

Indianapolis, Indiana 46204

(317) 232-1495

Fax: (317) 232-1499

FRANK O'BANNON, Governor

J. Bryan Nicol, Commissioner

Writer's Direct Line

NOTE TO FILE:

LOAN COLLATERAL CHANGED FROM SULPHUR SPRINGS TO THE RUSHVILLE LINE

RUSH COUNTY

- ✚ LIEN FILED WITH RUSH COUNTY RECORDER 8/12/02
- ✚ LIEN FILED WITH SECRETARY OF STATE ON 8/22/02

HENRY COUNTY

- ✚ CONFIRMED WITH HENRY COUNTY RECORDER LIEN PURGED 8/98
- ✚ LIEN TERMINATED WITH SECRETARY OF STATE 9/5/02

Henry County, Indiana

Honey Creek Secondary, Line Code 8222

ALL THAT CERTAIN property of the Grantor, being a portion of the line of railroad known as the Penn Central Richmond Branch (a.k.a. the Honey Creek Secondary Track), and identified as Line Code 8222 in the Recorder's Office of Henry County, Indiana in Record 251 at page 27; further described as follows:

SITUATE in Prairie, Jefferson and Sulphur Springs in Henry County, Indiana and

BEGINNING at Railroad Station 7874+20, at approximately Railroad Mile Post 104.1, also being Grantor's southerly property line in the Township of Prairie as indicated on sheet 1 of 7 in Exhibit "B"; thence extending in a general northwesterly direction passing through the Township of Jefferson and the Town of Sulphur Springs to approximately Railroad Mile Post 110.05, being the northerly right of way line of Route 500 North, as indicated on sheet 7 of 7 in Exhibit "B".

BEING a part or portion of the same premises which John C. Kohl, as Trustee of the Property of The Philadelphia, Baltimore and Washington Railroad Company, Debtor, by Conveyance Document No. PH&W-CRC-BP-28, dated March 19, 1976 and recorded on October 19, 1978, in the Recorder's Office of Henry County, Indiana, in Record Book 252 at page 226c., granted and conveyed unto Consolidated Rail Corporation.



INDIANA DEPARTMENT OF TRANSPORTATION

Multimodal Division

100 North Senate Avenue, Room N901

Indianapolis, Indiana 46204

Fax (317) 232-1499

FRANK O'BANNON, Governor

J. Bryan Nicol, Commissioner

Winter's Direct Line (317) 232-1491

March 25, 2002

Mr. William Smith
Honey Creek Railroad
P.O. Box 646
Morristown, IN 46161

Dear Mr. Smith:

INDOT received the copy of the Honey Creek Railroad's (HCRR) quit-claim deed and purchase agreement. Thank you for providing these documents. They fulfill the requirements of item 1 in my March 11th letter. INDOT also acknowledges HCRR has begun discussions with Railworks, Inc. in an effort to provide an appraisal of the rail materials as requested in item 2 of my letter.

Your letter of March 20th makes no mention of item 3 in my original request. That item requested HCRR provide "proof of clear title to the rail materials on the Rush County Line". As explained, INDOT intends to take a primary lien on the personal property (rail, ties, spikes, plates, etc.) making up this line. Prior to executing this lien, HCRR needs to provide assurance through a title company, that no other liens or mortgages exist using this property as collateral.

Once INDOT receives the information requested in items 2 and 3 of my March 11th letter, we will prepare the documents to legally amend our existing loan agreement with HCRR. We continue to anticipate receiving the required information by May 11th. As previously stated, any inability to reasonably comply with this request could result in INDOT immediately calling the balance of the outstanding Industrial Rail Service Fund Loan (IRSF-13).

Sincerely,

Michael Scime
Railroad Section Manager



INDIANA DEPARTMENT OF TRANSPORTATION

MultiModal Division

100 North Senate Avenue, Room N901

Indianapolis, Indiana 46204

(317) 232-1495

Fax: (317) 232-1499

FRANK O'BANNON, Governor

J. Bryan Nicol, Commissioner

Writer's Direct Line

May 24, 2002

Mr. William Smith
Honey Creek Railroad
PO Box 646
Morristown, IN 46161

Dear Mr. Smith:

Thank you for providing the materials requested by the May 11th deadline. Enclosed are two supplemental loan agreements that transfer the collateral from the Sulfur Springs Line to the Rush County Line for Industrial Rail Service Loan Number 12.

Please execute both copies and return to Mr. Michael Scime at the following address:

Indiana Department of Transportation
MultiModal Division
100 N. Senate Avenue - Room N901
Indianapolis, IN 46204

Once returned, the contracts will be sent through the State signatory process, which may take up to six weeks. If you have any questions, kindly call me at (317) 232-1474 or Michael Scime at (317) 232-1491.

Thank you.

Venetta Holifield Keefe
Project Manager

Enc.

SCIME, MIKE

From: SCIME, MIKE
Sent: Thursday, August 22, 2002 9:00 AM
To: LOVEALL, LARRY
Cc: 'mgrain@lightbound.com'
Subject: RE. Honey Creek Railroad

Larry,

I spoke with Bill Smith, President of the Honey Creek Railroad this morning in response to your e-mail. I advised Bill that it was in his best interest to get his abandonment application filed with the STB as soon as possible. He expressed some hesitation to do this as he doesn't want the right-of-way to revert (as it would once the STB approves an abandonment)

As an alternative, Honey Creek plans to instruct its M-of-W contractor to remove the crossbucks and any crossing signals and to conspicuously remove a section of rail on both sides of each crossing. Once this is done, hazardous materials trucks and school buses are no longer required to stop at the "crossings".

Bill - Please let Larry Loveall at our Greenfield District know when you plan to have this work started and completed. His phone number is 317-462-7751

Thanks.

—Original Message—

From: LOVEALL, LARRY
Sent: Wednesday, August 21, 2002 8:33 AM
To: SCIME, MIKE
Subject: Honey Creek Railroad

Interested on where the abandonment status of this railroad

Recently a new company has relocated here and transports hazardous waste, we have received several inquiries of the safety issue surrounding the fact that the general public knows there are no trains possible on this track and do not slow down will not expect these haz mat trucks to be stopped at these crossings. Let me know

LaVon

Before the
SURFACE TRANSPORTATION BOARD

DOCKET NO. AB-865-X

HONEY CREEK RAILROAD, INC. - ABANDONMENT
IN HENRY COUNTY, INDIANA

and

DOCKET NO. FD-34869

HONEY CREEK RAILROAD, INC. PETITION FOR DECLARATORY ORDER

**REBUTTAL STATEMENT OF FACTS AND ARGUMENT OF HONEY CREEK
RAILROAD AND REPLY TO MOTION TO REOPEN AB-865-X AND
RECONSIDER DECISIONS THEREIN AND TO CONSOLIDATE
AB-865-X AND FD 34869**

RICHARD R. WILSON, ESQ.
Counsel for Honey Creek Railroad, Inc.
127 Lexington Avenue
Suite 100
Altoona, PA 16601
(814) 944-5302
(814) 944-6978 FAX

William Keaton, Esq.
Of Counsel
KEATON AND KEATON, P.C.
126 West Second Street
Rushville, IN 46173-1874

July 11, 2007

Before the
SURFACE TRANSPORTATION BOARD

DOCKET NO. AB-865-X

HONEY CREEK RAILROAD, INC. - ABANDONMENT
IN HENRY COUNTY, INDIANA

and

DOCKET NO. FD-34869

HONEY CREEK RAILROAD, INC. PETITION FOR DECLARATORY ORDER

**REBUTTAL STATEMENT OF FACTS AND ARGUMENT OF HONEY CREEK
RAILROAD AND REPLY TO MOTION TO REOPEN AB-865-X AND
RECONSIDER DECISIONS THEREIN AND TO CONSOLIDATE
AB-865-X AND FD 34869**

LEGAL ARGUMENT

I. INTRODUCTION

Even those not versed in the law recognize the centuries-old maxim that "ignorance of the law is no excuse" This maxim, deeply embedded in the American legal tradition, reflects a presumption that citizens know the requirements of the law. The benefits of such a presumption are manifest. To allow an ignorance of law excuse would encourage and reward indifference to the law. Martin v. U.S., 2007 W.L. 1722399 (S.D. Ohio, June 11, 2007)

In this proceeding, it is admitted that Respondent Gary Roberts removed, cut up and converted railroad tracks and ties located within the right of way of the Honey Creek Railroad Company ("HCR") without notice to or consent of HCR. Mr. Roberts asserted in state court that the HCR line was abandoned prior to his removal of the tracks citing the fact

that HCR had filed an abandonment exemption notice with the Board. (Petition of Honey Creek Railroad, Inc. for Declaratory Order, Exhibit C.) What Mr. Roberts apparently did not know and failed to ascertain was whether HCR had fully complied with the STB's abandonment conditions including the abandonment consummation notice filing requirements in 49 C.F.R. §1152.29(e)(2). This was information which Mr. Roberts could have easily obtained from HCR or from the STB but he failed to do so.

Upon referral to the Board of the narrow and limited question of the application of the Board's abandonment consummation regulations under Section 32-23-11-6(a)(2) of the Indiana Statute, Roberts now mounts a desperate collateral attack on the merits of HCR's abandonment authorization and the Board's jurisdiction over the HCR line by filing a Motion to Consolidate, Reopen and Reconsider the HCR abandonment proceeding in STB Docket No. AB-865-X. In addition, Mr. Roberts has requested an opportunity to present oral argument to the Board.

The relief sought by Mr. Roberts is not supported by the facts of this case or applicable law. The evidence of record conclusively establishes that the STB has jurisdiction over the HCR rail line and that there is no basis under the Board's regulations to consolidate, reopen and reconsider the AB-865-X proceeding. Moreover, there has been no *de facto* abandonment of the Sulphur Springs line by HCR prior to HCR's filing of its exempt abandonment notice with the Board in 2004 nor could HCR consummate the Board's abandonment authorization without complying with the Board's consummation notice filing requirements.

Mr. Roberts' pleadings before the Board seek relief for a problem of his own making. He has removed and destroyed personal property belonging to HCR (i.e. valuable

railroad tracks and switches) without confirming the ownership of those materials. Thus, he stands before the Board with unclean hands asking the Board to aid in his defense of HCR's state law claims. For reasons of justice, fairness and the proper administration of the Board's rail abandonment policies, the Board should reject Mr. Roberts challenge to its jurisdiction and his attempts to reopen the AB-865-X proceeding. Rather, the Board should confirm the Board's continuing jurisdiction over the HCR line and render an advisory ruling as requested by the Henry County Circuit Court.

II. FACTUAL EVIDENCE AND ISSUES

In the section of his Reply captioned "Statement of Facts", Respondent presents a number of factual allegations which are refuted in Mr. Smith's Verified Rebuttal Statement. In addition, Respondent makes a number of critical admissions which establish that HCR operated as a common carrier railroad and retained its status as a regulated common carrier railroad notwithstanding the collapse of the Morristown Grain Company storage bins and HCR's interim removal of 2.2 miles of track from the Sulphur Springs line after that collapse.

First, Mr. Roberts admits that grain shipments originated at Sulphur Spring were handled on an FOB origin basis (Respondent's 6/26/07 Memorandum in Reply, p. 1). Freight charges for movements from Sulphur Springs were billed on a collect basis to consignees or third parties located at numerous out of state locations, mostly in the South. These facts are confirmed by the shipping documents appended to Mr. Smith's Verified Statement. (Smith VRS Exhibit J-1). Freight charges were published by Conrail and more recently Norfolk Southern in grain tariffs using the rate basis applicable to Muncie, Indiana. Sulphur Springs, IN was held out by both Honey Creek Railroad and Norfolk Southern as an

active common carrier station in the Open and Prepay Station Tariff OPSL 6000. (Smith VRS Exhibit J). In fact, Sulphur Springs was still listed in that tariff as an active common carrier station in 2005 because HCR has not yet consummated its abandonment authority and has yet to cancel its participation in that publication. (Smith VRS Exhibit J).

Mr Roberts also attempts to argue by analogy that because the physical characteristics of the HCR Rushville line are similar of those of the Sulphur Springs line and both were operated by HCR utilizing similar equipment and operating procedures, that both lines should be characterized as "spur lines". However, the salient and critical fact which Mr. Roberts ignores is that the Rushville line was abandoned by Norfolk Southern in 1982 and was there after sold to Honey Creek Railroad by Indiana Hi-Rail Corp. ("IHRC") in 1993 as a private, noncommon carrier rail line to serve Morristown Grain's Rushville plant.¹ The Board's orders appended to Mr. Smith's statement and the sale documents between HCR and IHRC confirm the sale of this line as a private line without the common carrier rate and operating obligations imposed in the Conrail transaction. (Smith VRS Exhibits A, C, D and E) In contrast, the Sulphur Springs line was not abandoned by Consolidated Rail Corporation but was sold as a common carrier branch line to HCR and HCR obtained ICC acquisition authority to acquire and operate that rail line as a common carrier railroad. (Smith VRS Exhibit F). Throughout its operation of that line, HCR and its connecting carrier, Conrail, and subsequently Norfolk Southern held themselves out to the public through published tariffs² and the Open and Prepay Station List to provide interstate

¹ HCR has been requested to provide common carrier rail service on the Rushville line by another potential new shipper and will likely file an exemption notice for that line with the Board in the near future

² Conrail and Norfolk Southern published tariff rates for corn and other grains using a based mileage scale applicable to all parties in Indiana and other states. See Verified Rebuttal Statement of Ken Pritchard

common carrier rail service for traffic which originated at Sulphur Springs and was shipped in interline service to out of state destinations on a joint line move with Norfolk Southern.

The factual arguments and assertions presented by Mr. Roberts' concerning the alleged non-compliance with Indiana DOT filing of train schedules and tariffs are simply irrelevant. Obviously, HCR did not operate scheduled railroad service and as a common carrier it was not required to do so by the STB or by the FRA. Thus there was no schedule to file with INDOT. Moreover, as an origin switching carrier which received its revenues through absorbed switching payments from Norfolk Southern, HCR published no tariffs but received its payment from NS under the terms of Appendix J to the Conrail Purchase and Sale Agreement. As a switching agent for Norfolk Southern, HCR's requisite holding out of common carrier service was achieved through the listing of Sulphur Springs as a joint HCR/NS station and the publication of common carrier tariff rates by NS which were made applicable to shipments originating from the Sulphur Springs station under the Conrail sale agreements.

Moreover, the contention that HCR abandoned all use of the Henry County "spur" in the 1990s is simply not factually accurate. HCR did not abandon its rail line; Morristown Grain Co. closed its Sulphur Springs plant after its grain bins collapsed and rail shipments from Sulphur Springs ceased. (Smith VRS Exhibit K). Mr. Smith's Verified Statement indicates that HCR continued to maintain ownership of the Sulphur Springs rail line and tracks and retained the capability to reinstitute rail service in the event that the Morristown Grain Sulphur Springs plant was reopened. The fact that the closing of the Morristown Grain Sulphur Springs plant was not conclusively determined until 2004 is not attributable to any act or omission of HCR or on HCR's unwillingness or inability to provide common

carrier rail service upon reasonable request. Nor did HCR take any steps between the collapse of the Morristown Grain Sulphur Springs grain bins and its application for STB abandonment exemption notice to permanently sever its rail line from the national interstate rail system or preclude its reinstitution of rail service upon the reasonable request of any other rail shipper. The question of whether a rail carrier has abandoned service on a rail line is a question of intent to be determined from all the facts and circumstances. In this case, the unequivocal and unrefuted testimony of Mr. Smith is that HCR did not intend to abandon rail service on the Sulphur Springs line until Morristown Grain determined that its Sulphur Springs plant would not reopen, and then HCR filed its exemption notice with the STB in 2004.

Notwithstanding the concerns raised by Indiana DOT with respect to its security interest in the Sulphur Springs line, those facts have no bearing on the common carrier status of HCR. Furthermore, these concerns on the part of Indiana DOT were resolved to the satisfaction of that agency. Mr. Smith provided Indiana DOT with valid and legitimate justifications for deferring the HCR abandonment decision in light of potential adjacent landowner claims against the railroad right of way and the possible reopening of the Morristown Grain/Sulphur Springs plant. Indeed, those issues are still under active consideration by Mr. Smith today given recent inquiries concerning the possible sale of the Sulphur Springs plant and the HCR/Sulphur Springs line for reinstitution of rail service by other firms. The generic references in the INDOT correspondence to "abandonment" only confirms the misunderstanding by the INDOT staff of what a railroad can do with its track or an inactive rail line.

Finally, Mr. Roberts makes much ado about the paving over of several crossings on the Sulphur Springs line but fails to point out to the Board that the testimony presented by the Henry County roadway crew is inconclusive and is directly contradicted by the fact that the HCR rail line continued in operation and handled multiple interstate rail shipments long after the time which the Henry County crew claimed to have paved over the Honey Creek crossings. (Smith VRS Exhibit J). Mr. Roberts tries to use this inconclusive deposition testimony to aid his contentions of *de facto* abandonment. However, it is clear that the paving over of certain HCR at grade crossings on the Sulphur Springs line occurred after the Morristown Grain plant closed down. Moreover, with the exception of the State Route 36 crossing at Sulphur Springs, crossing photos presented by Mr. Roberts do not clearly depict that the paveover involved removal of the rails, they simply show the placement of asphalt over the rails in the roadway. But even if rails were removed at the crossings, those rails can be reinstalled in order to resume rail service. Mr. Smith testified that this paving over was not an impediment to reinstituting rail service on the line in the event that Morristown Grain Sulphur Springs plant were reopened. (Smith Deposition p. 94). Moreover, this is not a case where HCR encouraged the paveover of the rail lines in order to frustrate the provision of common carrier rail service. In this case, the facts establish that with the closure of the Morristown Grain plant, there were no other active shippers on the Sulphur Springs line and there was no immediate prospect that HCR would be asked to provide common carrier rail service, absent reopening of the Morristown Grain/Sulphur Springs plant.

In summary, despite efforts on the part of Mr. Roberts to utilize the information he

obtained through discovery and depositions³, none of that information and testimony is relevant to the issues before the Board in this proceeding. HCR did not refuse to provide rail service, it ceased rail operations only because Morristown Grain Company's grain bins collapsed and the plant closed. Litigation between Morristown Grain Company and its insurance carrier extended over several years and, as a consequence, it was not possible to determine until 2004 that the plant would not be reopened. In the meantime, HCR removed and utilized the 132 pound rail from the inactive Sulphur Springs line on its private line in Rushville and Henry County highway crews sometime after 2000 paved over certain crossings. However, Mr. Smith stated that HCR was fully prepared to reinstall the track and clear the paved over crossings if the Morristown Grain plant at Sulphur Springs reopened. (Smith VRS p. 9) Finally as the Board is well aware, if the plant had reopened, Norfolk Southern had a statutory obligation to reinstall its switch connection with HCR at New Castle, Indiana and to resume offering common carrier rail service consistent with the tariff rates published for application to the Sulphur Springs station. These facts do not establish a *de facto* abandonment prior to HCR filing its abandonment exemption notice with the STB.

The facts presented by Mr. Roberts also confirm the testimony of Mr. Smith that the

³ At various points in its pleading, Respondent complains that HCR has not provided complete discovery. These claims are disingenuous for several reasons. First, Respondent sought discovery of documents and transactions going back to 1993 from HCR, three years after HCR obtained abandonment authorization from the Board. Given this time lapse, it is not unusual that HCR's files on its Sulphur Springs operations were fragmentary or incomplete. Respondent was also accorded extensive depositions, and HCR attempted to cooperate to the fullest extent possible in Respondent's document production. At no time did Respondent seek a Motion to Compel further document production. Respondent also complains that HCR was able to obtain and produce documents regarding its commercial and operating relationships with Norfolk Southern when NS declined to provide that information to Respondent. However, Respondent again failed to pursue discovery enforcement procedures against NS available to it under the Board's rules and now objects to the very information which it sought from NS after HCR made those documents available to Respondent upon their receipt from NS. Moreover, it is well established that hearsay evidence such as the documents provided by NS to HCR are admissible in administrative hearings particularly where, as here, they clearly constitute routinely maintained business records bearing on the issue in dispute. Thus, it is evident that what Respondent really objects to is the production of evidence that undercuts his factual assertions.

Sulphur Springs line was not a spur track used solely for switching purposes but was a branch line used to originate interstate rail shipments through interchange with Norfolk Southern at New Castle, Indiana. Mr. Smith testified that unit trains were switched to and loaded on the rail siding adjacent to the Sulphur Springs line at the Morristown Grain plant (Smith Depo. p. 88-91; Smith VRS Exhibit H), but the line between Sulphur Springs and New Castle, IN was used exclusively in interstate line haul transportation.

Finally, given the absence of rail traffic on the Sulphur Springs line after the grain bin collapse, HCR did not continue expenditures for track maintenance and weed control. However, the physical appearance of a railroad right of way and the absence of rail operations has never been the test for determining whether or not a line is abandoned. Mr. Roberts owned property in the immediate vicinity of the Morristown Grain/Sulphur Springs plant. He clearly knew that the plant had closed and that HCR had ceased rail operations. He had the means and the ability to inquire and determine for himself the exact status of the HCR rail line and the personal property situate thereon. Moreover, as a prudent businessman, Mr. Roberts could and should have sought the advice of knowledgeable counsel before taking it upon himself to remove rail from the HCR right of way. If Mr. Roberts sought advice of counsel and was incorrectly advised as to his rights and legal obligations, then Mr. Roberts has adequate redress for incorrect legal advice in state court.

In conclusion, the factual evidence and arguments presented by Mr. Roberts in this proceeding are riddled with inaccuracies, critical omissions, and have been coopered together in order to bolster legal arguments which are inapplicable to the facts of this case and have no merit.

III. LEGAL ARGUMENTS

1. The facts of record establish that HCR has always been a common carrier railroad subject to the STB's jurisdiction.

In his reply statement, Respondent presents a succinct summary of the law regarding what constitutes a "rail carrier" for purposes of STB jurisdiction. However, proper application of that law to the facts of record in this proceeding establishes conclusively that HCR is a common carrier railroad over which the Board has jurisdiction.

Under the Conrail purchase and sale agreement (Smith VRS, Exhibit E), HCR agreed to acquire and operate the Sulphur Springs line as a common carrier railroad and to obtain ICC authority to do so. In conjunction with this transaction, HCR filed a §10901 application to obtain ICC exempt acquisition and operating authority and that notice was issued by the ICC in 1993 in Docket No. 32332. (Smith VRS, Exhibit F) HCR also agreed to be compensated for its rail services by Conrail through an absorbed allowance paid by Conrail from the line haul revenues generated by rail shipments originated at Sulphur Springs by HCR. HCR's operating and rate relationships with Conrail are set forth in Appendices H and J of the Conrail Purchase and Sale Agreement. The Board has long recognized that it is common practice for short line carriers to act as agents for line haul carriers. A.S. Pringle and Co., Inc. v Atlantic Coastline R. Co., 278 ICC 655, 657 (1950). An agency relationship exists in part because the line haul carrier absorbs the short line carrier's charges. Also the fact that bills of lading are issued in the name of line haul carrier only and not the short line carrier and that the line haul carrier and short line carrier do not publish a joint rate or share the division of that rate are indicia of an agency relationship. South Carolina Railways Commission v. Seaboard Coastline Railroad, 365 ICC 274 (1981).

When Norfolk Southern Corporation acquired its share of Consolidated Rail Corporation, it succeeded to Conrail's obligations under the purchase and sale agreement with HCR. HCR's relationship with Norfolk Southern is confirmed by the Norfolk Southern Shortline Marketing Profile (See Smith VRS Exhibit I.) Moreover, both NS and HCR held out Sulphur Springs, Indiana as a common carrier rail station in the Open and Prepay Station List Tariff OPSL 6000. (See Smith VRS Exhibit J). Through these arrangements, HCR and NS held themselves out to provide common carrier rail service to the public from Sulphur Springs, IN.

Moreover, HCR did not conduct rail operations solely to transport Morristown Grain Company commodities as a private carrier. Morristown Grain operated its grain storage silos for other grain owners and sold its own grain and that of its customers to other parties on an FOB origin basis.⁴ Thus the grain transported by HCR belonged to different owners and the rates to transport that grain were paid by the consignee purchasers or third party payors, not Morristown Grain Company. The HCR Sulphur Springs line was therefore was not a private carrier operation because Morristown Grain did not own or have any beneficial interest in the commodities transported. Cf. Association of P.C. Dock Longshoreman v. Pittsburgh & Conneault Dock Co., et al., 8 ICC 2d 280 (1992) where the Commission held that the terminal carrier met the "holding out" requirement of common carriage by virtue of its relationship with another railroad and the fact that it transported freight by rail for more

⁴ Domestically within the United State and Canada, the term is used in two common phases, "FOB origin" and "FOB destination" to distinguish when the title of goods passes from the seller to the buyer. Under the term of "FOB origin", the title of the goods passes to the buyer at the shipping point. Similarly, under the term of "FOB destination", the title of the goods passes to the buyer when the goods arrive at their destination. The distinction is important because it determines who pays for the shipping costs of the commodity transported "Whoever holds title to the commodity at the time of its shipping pays for its transportation costs unless otherwise noted (e g Freight prepaid or freight collect). It is also important if the shipment is damaged in transit since the owner must file the freight claim. 18 Williston on Contracts 852 11 (4th ed.)

than a single entity. Moreover, a private track typically is purchased or built by a shipper to serve only that shipper, moving only the shipper's own goods, so there is no "holding out" to serve the public at large. Deven's Recycling Center, LLC – Petition for Declaratory Order, STB Finance Docket No. 34952 (January 9, 2007). It is undisputed that Morristown Grain Company did not own the Sulphur Springs line, it was acquired by HCR, a separate corporate entity, under a §10901 Exemption Notice. Accordingly, in light of the foregoing facts, the HCR Sulphur Springs line does not constitute a private shipper owned track. Rather, it is a common carrier railroad track over which the STB has jurisdiction.

2. The HCR line is not a spur line; it is the entire line of HCR from which to originate interstate shipments of grain under common carrier tariffs published by Norfolk Southern applying the Muncie, Indiana rate basis to Sulphur Springs, Indiana.

Once again, Respondent provides a succinct summary of the law regarding what constitutes a "spur line" for purposes of 49 U.S.C. §10906, but then misapplies the law to the facts of record. In this proceeding, HCR acquired the Sulphur Springs line "as a common carrier line" from Consolidate Rail Corporation under 49 U.S.C. §10901. HCR was a new carrier and the Sulphur Springs line constituted its entire line of railroad to be used in common carrier operations. The acquisition of any track that becomes the entire line of a new common carrier railroad is subject to STB jurisdiction because, notwithstanding the use made of the tracks by its prior owner, the track was HCR's entire line of railroad and was not, as to HCR, a siding or a spur Effingham R.R. Co. – Petition for Declaratory Order, 2 STB 606 (1997), Reconsideration Denied STB Docket No. 41986 (STB Served September 18, 1998), Aff'd , United Transportation Union v. STB, 183 F 3d.606 (7th Circuit 1999). As a result of HCR's acquisition of the Sulphur Springs line, HCR preserved the application of common carrier rail tariffs to Sulphur Springs, Indiana so that the line

could remain part of the national rail system to be used by various purchasers of grain from Morristown Grain Company.

In determining whether a track is excepted track under §10906, the Board focuses on the track's intended or future use under the transaction at issue, which may differ from its past use Nicholson v. ICC, 711 F.2d 364, 367-68 (D.C. Cir. 1983). If track – even track that is used for purposes such as switching – (1) will constitute the entire operation of the new carrier; (2) permits the using carrier to extend its operations into, or invade, new territory, and thereby alter the competitive balance between railroads; and/or (3) is essential to the through movement of traffic from shipper to consignee, then it is deemed to be a railroad line subject to Board jurisdiction, rather than excepted spur or auxiliary track. Review Trenton Railroad Company – Petition for an Exemption from 49 U.S.C. §10901 to acquire an operator rail line in Wayne County, MI., STB Finance Docket No. C4040 (Service Date May 15, 2003). Applying the “use and/or intended use” test to the facts of record, it is evident that shipments of grain were originated by various owners at Sulphur Springs, Indiana and were transported by HCR to New Castle, Indiana to be exchanged to NS for further line haul movement to destinations throughout the South. Mr. Smith testified in his deposition that HCR would use its locomotives to couple onto empty unit grain trains left by NS on the HCR/NS interchange track at New Castle, Indiana and would pull them to Sulphur Springs and onto the loading siding adjacent to the Morristown Grain plant. When the cars were loaded, HCR would shove the loaded train from the siding out onto the main line track and push the train back down the main line to the NS/New Castle interchange track because there was no runaround track at New Castle. (See Smith Deposition Page 93, lines 11-18) Thus the only switching and loading operations performed by HCR were on

the siding in Sulphur Springs and the HCR movement of loaded 50 car unit grain trains from Sulphur Springs to New Castle was part of the continuous, through line haul movement from origin to destination.

Moreover, the tracks at Sulphur Springs were not stub ended because HCR could use the loading siding to run around a cut of cars or a unit train for reverse moves to New Castle, Indiana. Under its Agreement of Sale with Conrail and Conrail's successor in interest, Norfolk Southern, tariffs applicable to Sulphur Springs, Indiana were published by NS and both HCR and NS maintained Sulphur Springs, Indiana as a common carrier station in the OPSL-6000 tariff. Moreover, HCR originated grain trains at Sulphur Springs for interstate shipments of grain; HCR did not merely provide local switching of the cars from one track to another. Significant sections of the Sulphur Springs line contained 132 pound rail, portions of which HCR removed from the HCR right of way and reinstalled in its Rushville line on an interim basis. Finally, the Sulphur Springs line was sold by Conrail to HCR as common carrier track under §10901 and it does not cease to be subject to STB jurisdiction simply because Conrail abandoned and removed its railroad tracks from the right of way beyond Sulphur Springs. In Seminole Gulf Railway L.P. – Exemption to Acquire and Operate – CSX Transportation, STB Finance Docket No. 31155 (November 30, 1987) the ICC held that it properly exercised jurisdiction over 3.55 miles of 85 pound stub ended track with no stations, platforms, or buildings, no record of regularly scheduled service and only limited shipper use where the track was specifically included within the lines acquired under an earlier notice of exemption. (Emphasis added)

Accordingly, the Sulphur Springs line constituted the entire common carrier operating line of HCR as a new railroad and enabled HCR to operate its line into new

territory no longer served by any other rail carriers thereby preserving Sulphur Springs as a competitive origin point within the Muncie rate basis area. The Sulphur Springs line was also essential to the interstate through movement of unit trains from shippers to consignees and was acquired from Consolidated Rail Corporation under a prior STB acquisition exemption notice. Because of these facts, the Sulphur Springs line is deemed as a matter of law to be a railroad subject to STB jurisdiction and not an excepted spur track.

3. There has been no *de facto* abandonment of the Sulphur Springs line because the facts of record and the testimony of Mr. Smith establish that the line has not been permanently disconnected from the interstate rail system.

In his legal argument, Respondent asserts that the Board has no jurisdiction today over the Sulphur Springs line because the rails were *de facto* abandoned prior to HCR's Petition for Exempt Abandonment Authority. In this instance, Respondent has failed to accurately summarize the law and has misapplied incorrect law to the facts of record. Roberts relies on RLTD Railway Corporation – Abandonment Exemption in Leelanau County, MI, Docket No. AB-457 (Sub No. 1X) 2 STB 685, 1977 STB Lexis 281 (Service October 30, 1997). However, RLTD applies only in those circumstances where the rail line is permanently severed from the interstate rail system creating a *de facto* abandonment. However, the Board has held that where a rail line is "still connected to the interstate rail system and has never been severed therefrom, there is no *de facto* abandonment depriving the STB of jurisdiction. Yakima Inter Urban Lines Association – Abandonment Exemption – in Yakima County, WA, STB Docket No. AB-600 (Sub No. 1X) October 27, 2006.

The issue of what constitutes sufficient severance to constitute a *de facto* abandonment has been addressed by the STB in several decisions. First, in Burlington Northern Railroad Company – Abandonment Exemption – Between Klickitat and

Goldendale, WA, STB Docket No. AB-6 (Sub No. 335X) and Burlington Northern Railroad Company – Abandonment Exemption – in Klickitat County, WA, STB Docket No. AB-6 (Sub No. 346X) decided June 7, 2005 the Board found that “both BNSF and the trail owners have provided evidence that BNSF specifically retains a connection between the trail and its main line so as to allow for the potential reactivation of active rail service on this rail banked right of way, and that KTC has obtained an easement connecting the trail to the national rail system, which encompasses rights for rail reactivation in the event active rail service on this line is restored. Thus, we cannot find on the record before us that the trail has been severed from the interstate rail network ” See also Norfolk and Western Railway Company – Abandonment Exemption – Between Cocomo and Rochester in Howard, Miami and Fulton Counties, Indiana, STB Docket No. AB-290 (Sub No. 168X) (STB served May 4, 2005) where the Board noted explicitly that all that was required to preserve the connection between a line which was claimed to be *de facto* abandoned and the national rail transportation system was for a former railroad right of way to connect to an active section of the national rail transportation network. In Atchinson, Topeka and Sante Fe Railway Co. – Abandonment Exemption – In Lion County, KS, STB Docket No. AB52(Sub No. 71X) (June 11, 1991), the ICC addressed the issue of track removal.

... where a carrier decides to extinguish or reduce service and/or remove track, the carrier’s common carrier obligation remains and the line’s status continues to be that of a line of railroad subject to the Commission’s abandonment jurisdiction. These decisions also stand for the proposition that a carrier may not escape our abandonment jurisdiction simply by terminating service or removing track. For example, in the recent case of Colorado Springs, (Finance Docket No. 31271, City of Colorado Springs and Metex Metropolitan District – Petition for Declaratory Order – Abandonment Determination, (served March 31, 1989)) we declared that a rail carrier should not unilaterally terminate its common carrier obligations simply by claiming that circumstances had made the line an exempt spur. As we noted in Colorado Springs, the carrier removes track on its own initiative at the risk of having to restore the track to meet its common carrier obligation should service be requested. Removal of track alone does not extinguish a carrier’s common carrier

obligation over a right of way nor does it terminate our jurisdiction over the right of way. In Bushboom, the Seventh Circuit has ruled, that if a carrier were found to have improperly abandoned line or if abandonment authority to do so was improperly given, the carrier could be required to restore the line to the status quo ante. Thus, the fact that track here has been removed by Sante Fe is not dispositive of the track's status.

Because this track was clearly part of a rail line at one time, we find that it cannot be converted into an exempt spur and the Commission divested of jurisdiction over it solely through the railroad's unilateral decision to change its use of the track segment over time. To find that this is a spur would be inconsistent with our well established policy that where a carrier decides to reduce or cease service and/or remove track, the carrier's common carrier obligation remains until appropriate abandonment authority is obtained. As Sante Fe states, there are many branch lines on which railroads only store cars, or where segments of track have been removed for safety or other reasons. Yet it has never been held that these acts are sufficient to deprive the Commission of jurisdiction over a request to abandon the line. Moreover, there are many instances where a railroad has sought to abandon only a part of the line, with no expectation that this action would change the status of the track which is not abandoned. Based on well established case in this area, we find that this track remains a railroad line until the Commission authorizes its abandonment. (Emphasis added.)

The Board's decision and discussion of these issues in Docket No. AB-52(Sub No. 71X) effectively disposes of Roberts' contentions that the Sulphur Springs line was a spur track exempt from STB jurisdiction or that HCR's removal of rail from the Sulphur Springs severed the line from the national rail network and thereby deprived the Board of its abandonment jurisdiction.

Under these decisions, the Board has conclusively determined that neither the removal of railroad tracks nor the paving over of rail crossings on a dormant piece of rail line constitutes severance of a rail line from the national rail transportation system. In AB-290 (Sub No. 168X), the Board observed: "petitioners claimed that a portion of the (track) segment has been paved over. Norfolk Southern Railroad acknowledges that there may have been some paving over, because the line segment is currently dormant, but it argues that this

would not preclude the use of this segment to link the southern segment to the interstate rail network at some point in the future.” The Board found no severance of the Norfolk Southern line in that proceeding.

Having misstated or ignored the factual distinctions in RLTD, Roberts compounds this error by misstating and mischaracterizing the facts of record. First, he claims HCR was not an interstate carrier when in fact the evidence of record clearly establishes that HCR originated interstate rail shipments from Sulphur Springs to destinations in the southern United States. By originating these shipments moving in interstate commerce, HCR qualifies as an interstate rail carrier.

Moreover, Roberts asserts that Mr. William Smith, the owner of HCR had the objective intent to abandon the Sulphur Springs line prior to August 2004. In support of this contention, Roberts argues that the Morristown Grain line north of Sulphur Springs was abandoned by Conrail in 1993 thereby severing the Sulphur Springs line from the interstate rail network at one end. That indeed is what Conrail did beyond Sulphur Springs but Conrail’s actions with respect for the line beyond Sulphur Springs have nothing to do with Mr. Smith’s objective intent with respect to the line from Sulphur Springs to New Castle, Indiana.

Next, Roberts argues that the tracks have been unusable since key crossings were paved over in 1996. First, that argument is factually incorrect because as evidenced by Exhibit J of Mr. Smith’s verified statement, the testimony of the Henry County highway crews conflicts with the fact that HCR continued to originate rail shipments from Sulphur Springs throughout 1999 until the Morristown Grain bins at the Sulphur Springs plant collapsed in late December 1999 and January 2000. Moreover, as indicated in the Norfolk

and Western decision, paveover of a dormant rail line does not preclude the reinstitution of rail service on those lines and is not deemed to be a severance of the rail line for purposes of *de facto* abandonments.

Roberts contends that the sole use of the line was to move hopper cars back and forth to the elevator which collapsed and became inoperable in 1999. However, this argument conflicts with Roberts' claim that the tracks became unusable as a result of crossing paveovers in 1996. Moreover, as previously discussed, where the use of a line is to move loaded hopper cars from an origin to interstate destinations, the line cannot constitute a spur and is not exempt from STB jurisdiction under §10906. Mr. Smith describes the litigation that ensued after the grain bin collapse and which left the resumption of rail shipments from the Sulphur Springs plant unresolved until 2004 when HCR made its decision to pursue an abandonment exemption notice.

Next, Roberts argues that HCR's removal of 2.2 miles of 132 pound rail from the portion of its track just north of the N&W interchange at New Castle, Indiana constitutes a severance or disconnection of the Sulphur Springs line from the national rail transportation system. This contention however does not establish Mr. Smith's objective intent to abandon the Sulphur Springs line. Mr. Smith's testimony establishes conclusively that he recognized that should the Sulphur Springs plant be reopened for grain business, he would have reinstalled rail in order to resume common carrier rail service to and from that plant.

Roberts also asserts that Norfolk Southern removed its switch which connected its track at New Castle, Indiana to the Sulphur Springs line. However, as noted by the STB decisions dealing with the severance issue in the *de facto* abandonments, removal of switches and track does not constitute a severance of a rail line from the national rail

transportation system. Indeed, if the Sulphur Springs plant could have been reopened, Norfolk Southern and HCR were under a statutory obligation pursuant to 49 U.S.C. §10742 to provide reasonable facilities for interchange of traffic which would have required them to restore the switch and track connections between the two lines for interchange purposes.

There is no evidence whatsoever that Mr. Smith removed “almost half the track by February 2002.” He had removed 2.2 miles of track as noted above and several section of 132 pound rail north of the Sulphur Springs plant which were not necessary for rail operations. The fact that he did not initially report to INDOT the removal of the rails covered by the loan security agreement has nothing to do with whether or not he objectively intended to abandon the line and suggests instead that this oversight on his part is evidence of an intent not to abandon the line or change the status of the line or its future potential for rail use. In February 2002, Mr. Smith upon inquiry from INDOT stated that he had removed the rail but he never stated that the line had been “severed” nor has HCR even conveyed its operating right of way to a third party.

Finally, once again ignoring the documents in the Conrail sales agreement which describe the rail operations and rate relationships between HCR and its connecting Class I carrier, Roberts argues that HCR did not file an operating time table or operating rule book with INDOT as though that were any indication of whether the line was abandoned. Roberts also asserts that HCR made no filing of any type with the STB between its 1993 acquisition of this rail line and its 2004 abandonment application. This statement is completely gratuitous in as much as HCR had no reason to make an STB filing during that time period.

Roberts asserts that HCR intentionally delayed filing for abandonment because it did not want its right of way to revert. This fact does not establish any objective intent to

abandon, rather it establishes a valid concern on the part of HCR not to abandon the rail line and to preserve the rail corridor during the period in which Morristown Grain's litigation with its insurance carrier presented the possibility for reopening the Sulphur Springs plant and reinstituting rail service to the plant.

Finally, Mr. Roberts asserts that there was a blighted condition of track which caused flooding and damage to Mr. Roberts' property. This may have given rise to a civil claim by Mr. Roberts in state court but it provides no evidence whatsoever of an objective intent to abandon because it is black letter law that non use of a railroad right of way does not constitute abandonment.

Notwithstanding these factual arguments, Roberts acknowledges that a railroad may shift traffic or rails without conclusively deciding that the right of way will no longer be used for railroad purposes. That is precisely the facts of this case given that HCR's future operation of the Sulphur Springs line remained in doubt until 2004 when it became evident to Morristown Grain that its litigation with its insurance carrier would not result in the reopening of the Sulphur Springs plant and the resumption of rail service by HCR. Thus the actions taken by HCR from 1999 to 2004 provide no indication of any objective intent to *de facto* abandon the Sulphur Springs line. Rather, just the opposite is the case. HCR ceased operations, tried to utilize its rail assets in connection with other HCR rail operations recognizing that with a favorable resolution of Morristown Grain's dispute with its insurance carrier, it might be possible to reopen the Sulphur Springs plant and resume rail shipments via HCR from that plant. Furthermore, notwithstanding all of these factual allegations, none of these assertions, even if true, would constitute a *de facto* abandonment

because the Sulphur Springs line has never been severed from the national rail transportation system.

4. HCR has yet to consummate the STB abandonment authorization because it has not fully complied with the provisions of 49 C.F.R. §1152.29 (e)(2) and has obtained proper extensions of its consummation notice filing date from the Board.

49 C.F.R. §1152.29(e)(2) provides:

A railroad that receives authority from the Board to abandon a line (in a regulated abandonment proceeding under 49 U.S.C. 10903, or by individual or class exemption issued under 49 U.S.C. §10502) shall file a notice of consummation with the Board to signify that it has exercised the authority granted and fully abandoned the line (e.g., discontinued operations, salvaged the track, canceled tariffs, and intends that the property be removed from the interstate rail network). The notice shall provide the name of the STB proceeding and its docket number, a brief description of the line, and a statement that the railroad has consummated, or fully exercised, the abandonment authority on a certain date. The notice shall be filed within 1 year of the service date of the decision permitting the abandonment (assuming that the railroad intends to consummate the abandonment). Notices will be deemed conclusive on the point of consummation if there are no legal or regulatory barriers to consummation (such as outstanding conditions, including Trails Act conditions). If, after 1 year from the date of service of a decision permitting abandonment, consummation has not been effected by the railroad's filing of a notice of consummation, and there are no legal or regulatory barriers to consummation, the authority to abandon will automatically expire. In that event, a new proceeding would have to be instituted if the railroad wants to abandon the line. Copies of the railroad's notice of consummation shall be filed with the Secretary of the Board. In addition, the notice of consummation shall be sent to the State Public Service Commission (or the equivalent agency) of every state through which the line passes. If, however, any legal or regulatory barrier to consummation exists at the end of the 1-year time period, the notice of consummation must be filed not later than 60 days after satisfaction, expiration or removal of the legal or regulatory barrier. For good cause shown, a railroad may file a request for an extension of time to file a notice so long as it does so sufficiently in advance of the expiration of the deadline for notifying the Board of consummation to allow for timely processing. (Emphasis added)

In its August 20, 2004 Order, the Board in accordance of §1152.29(e)(2) imposed as a condition to exercising the abandonment authority granted that HCR file notice of consummation with the Board to signify that HCR had exercised its abandonment authority and fully abandoned the line. The Board's Order also stated, as does §1152.29(e)(2), that "if

consummation has not been effected by HCR's filing of a Notice of Consummation by August 20, 2005 and there are no legal or regulatory barriers to consummation, the authority to abandon will automatically expire." In accordance with this Order and §1152.29(e)(2), HCR had considered possible railbanking of its right of way but was not able to conclude an agreement to do so with a trail organization. HCR had yet to remove its rail from the paved over crossings and other sections of its right of way when Mr. Roberts decided to remove HCR's rail from that portion of its right of way running through the Roberts property. As a consequence of Mr. Roberts' actions, it became necessary for HCR to preserve the regulatory status quo with respect to its abandonment proceeding pending resolution of the civil action which HCR initiated against Mr. Roberts in state court. HCR did so by seeking an extension of the condemnation notice filing date from the Board in accordance with §1152.29(e)(2).

At the time HCR sought its first extension, it had not fully exercised the STB's abandonment authority because it had not cancelled its participation in the Open and Prepay Station List tariff, OPSL 6000 which lists Sulphur Springs, Indiana as an HCR common carrier rail station. (Smith VRS Exhibit J) In addition, HCR had not removed all of its rails from the HCR right of way and therefore could not have yet restored disturbed soil to original grade or reseeded disturbed areas with native flora as directed by the Board. As a result of Mr. Roberts' trespass on and conversion of HCR's real and personal property, HCR decided to defer the removal of its rail line from the interstate rail network pending the outcome of its litigation with Mr. Roberts. These steps have been taken by HCR not to manipulate the Board's regulatory procedures but rather to protect the legitimate property rights afforded HCR as a common carrier railroad under Indiana and federal law.

In contending that a railroad can consummate STB abandonment authorization without filing a notice of consummation, Roberts constructs a contrived and circular argument that effectively abrogates the regulation it purports to construe. Section 1152.29(e)(2) is premised on the well established principle that STB abandonment authority is permissive, not mandatory. Once granted, a rail carrier may choose not to use that authority and retain its rail line in common carrier status as part of the interstate rail network. Accordingly, until the carrier files the notice of consummation with the Board within the prescribed time, the rail line is deemed as a matter of law to retain its common carrier status notwithstanding any other actions or indicia of abandonment by the railroad.

The entire purpose for the Board's consummation notice regulations was to dispense with the "all the facts and circumstances" test for effective abandonment consummation which had to be litigated on a case by case basis. In Ex Parte No. 537, Abandonment and Discontinuance of Rail Lines and Rail Transportation Under 49 U.S.C. §10903 (Service Date December 24, 1996) 1 STB 894, 1996 WL 734579 (S.T.B.), the Board noted that its staff resources had been repeatedly engaged in protracted court cases litigating abandonment consummation issues⁵.

Roberts asserts that while the Board adopted a consummation notice filing requirement, it then indicated that if a consummation notice was not filed "we would continue to look at other facts and circumstances to determine if consummation of the abandonment had occurred." However, Roberts fails to point out that this statement was taken from the STB notice of proposed rule making, 61 F.R. 11174-02, and that statement

⁵ Petitioner's counsel was a participant in the oral argument in Conrail v. STB, 93 F3d 793 (D.C. Cir. 1996) when the Court admonished STB counsel that the Board should issue regulations establishing a consummation notice filing requirement

was not adopted in the Board's final rules approved in its December 24, 1996 decision in Ex Parte No. 537. In response to comments received in that rulemaking, the Board decided to adopt the one year filing period for a notice of consummation after which if no notice was filed, authority to abandon would automatically expire.

Thus the Board's final rulemaking decision in Ex Parte 537 explicitly rejects Roberts' contention that consummation can occur without filing a notice or before a notice is filed. His arguments are totally inconsistent with the concept of permissive abandonment authorization and the freedom afforded rail carriers to exercise that authority or not. Moreover, to construe §1152.29(e)(2) in a manner that would reinject the "all the facts and circumstances" test back into consummation notice procedures would again open the door to the disputes and resulting litigation over consummation issues which these regulations were adopted to prevent.

Roberts also asserts that "nothing in the language (of the regulation) ordains that without a notice of consummation, consummation of abandonment cannot occur." That assertion, however, raises serious questions concerning Respondent's reading comprehension because the regulation provides explicitly that unless a notice of consummation is filed within the one year period following abandonment authorization or an extension thereof, the abandonment authorization expires. Notwithstanding Roberts' efforts to obfuscate the obvious, a common carrier rail line remains a common carrier rail line subject to STB regulation unless and until a notice of consummation is timely filed with the Board. This filing requirement is mandatory. See Norfolk and Western Company – Abandonment Exemption – Between Kokomo and Rochester in Howard, Miami, and Fulton Counties, Indiana, STB Docket No. AB-290(Sub No. 168X) May 4, 2005, Footnote 3. Until

a carrier exercises the abandonment of authority it has received by filing a consummation notice in accordance with 49 C.F.R. §1152.29(e)(2) the line is not abandoned and the Board's primary jurisdiction over the line continues. (Emphasis added) Almono L.P. – Abandonment Exemption – In Allegheny County, PA, STB Docket No. AB-842X (STB Service date January 28, 2004) See also Charles Barows, et. al v. Texican Mexican Railway Company et al., 400 F3d 228, 205 U.S. App. Lexis 2495 (5th Cir. 2005) (“Where an abandonment order is conditional, the STB retains jurisdiction over a railroad right of way until it has been abandoned pursuant to the condition imposed by the agency.”)

Thus, Roberts' arguments for abandonment consummation without a notice of consummation are based on a strained and misleading reference to language contained in the STB's notice of proposed rule making which was not adopted by the Board in its final rules. Accordingly, Roberts' contrived interpretation of §1152.29(e)(2) is without merit and should be rejected by the Board.

5. The public interest will be served if the Board confirms its jurisdiction over the HCR Sulphur Springs line.

Finally, this is a case where the Board should confirm its jurisdiction over the Sulphur Springs line for public policy reasons. Common carrier railroads as a result of business fluctuations affecting shipper activity often have rail lines which lose rail traffic and become dormant for months or years at a time. While railroads have the option to file discontinuance of service applications for such lines, in many instances, carriers choose not to do so with the expectation that changes in business conditions, or development of new shipper opportunities may resurrect rail service on a dormant line. Federal rail regulatory policy which promotes the public interest cannot tolerate self serving actions by adjacent

land owners who simply chose to characterize dormant lines as “abandoned” and help themselves to track materials belonging to the railroad. A strong and clear message should be sent to the public that such actions will not be tolerated by the Board and that track materials on dormant common carrier rail lines are not free for the taking.

6. Respondent’s Motion to Reopen and Reconsider the HCR Abandonment Exemption Notice in Docket No. AB-865X is without merit.

Under 49 C.F.R. §1152.25(e)(4), petitions to reopen administratively final abandonment actions must state in detail the respect in which the proceeding involves material error, new evidence, or substantially changed circumstances. Not surprisingly, Mr. Roberts asked the Board to reopen the abandonment proceeding in Docket No. AB-865X but makes no showing that the information and testimony he obtained through discovery has any bearing on the criteria required by the Board for reopening and reconsideration. Roberts makes only a general allegation that “if the Board finds the facts and arguments presented here show there was material error . . . the Board should reopen that proceeding.” Thus Roberts’ Motion to Reopen through incorporation by reference is intended solely to avoid HCR’s claim that he is attempting to collaterally attack the merits of the Board’s abandonment authorization in this declaratory order proceeding. However, even if this procedural tactic is proper, nothing in the facts or legal arguments presented by Roberts establishes any material error in the Board’s order because Roberts has failed to demonstrate that the Board lacked jurisdiction on any of the grounds he has asserted.

The facts of record and STB and judicial precedent clearly establish that HCR’s Sulphur Springs line was not an excepted spur but was used as a rail common carrier branch line to provide interstate rail service from Sulphur Springs, Indiana to destinations

throughout the South. Even if the line had the physical characteristics of a spur (which it does not), it was acquired under an ICC §10901 exemption order and therefore remains subject to STB jurisdiction, notwithstanding any of its physical characteristics or use. Moreover, there has been no *de facto* abandonment of the Sulphur Springs line because the line to this day retains a direct connection with the Norfolk Southern line at New Castle, Indiana and has not been severed from the interstate rail network. Finally, HCR has yet to fully abandon the Sulphur Springs line and has not yet filed a notice of consummation with the Board.

None of the evidence presented by Roberts, despite extensive discovery, establishes a factual basis for his jurisdictional arguments. Instead that evidence confirms the interstate character of the traffic which was transported by HCR over the Sulphur Springs line as well as the public holding out of common carrier rail service by HCR and its connecting carriers. The removal of tracks from the line and the paveover over of crossings does not constitute the severance of the line from the interstate rail network under the Board's decisions and does not remove the line from the Board's abandonment jurisdiction.

Finally, nothing submitted by Roberts constitutes "substantial change circumstances" that would warrant reconsideration of the Board's abandonment authorization. No new shippers have sought service from HCR on the Sulphur Springs line and while Mr. Smith has received preliminary inquiries, as yet Mr. Smith has not found a buyer for the Sulphur Springs plant or the rail corridor who would reinstate rail service. The only changed circumstances in this proceeding is Mr. Roberts' trespass on and conversion of HCR property.

Accordingly, Mr. Roberts has provided no basis for the Board to reopen and reconsider its abandonment authorization in Docket No. AB-865X and his motion to do so should be denied.

7 The question referred to the Board by the Henry County Circuit Court does not ask the Board to interpret Indiana law.

I.C. §32-23-11-6(a)(2) makes reference to and incorporates as a requirement of Indiana law for railroad right of way abandonment “a certificate of public convenience and necessity relieving the railroad of the railroad’s common carrier obligation on the right of way.” However, unless and until the railroad has filed a notice of consummation with the Board, the rail line is not abandoned and the STB retains preemptive primary jurisdiction to rule on questions of abandonment jurisdiction. See Almono L.P. supra., Charles Barrows, supra. Accordingly, the questions which the court has referred to the Board fall exclusively within the Board’s abandonment jurisdiction and do not seek an interpretation of Indiana law.

IV. CONCLUSION

For the reasons set forth herein, HCR respectfully requests that the Board reject Respondent’s collateral challenge to the Board’s abandonment jurisdiction in this declaratory order proceeding and confirm for the Circuit Court of Henry County the Board’s continuing jurisdiction over the Sulphur Springs line. Further, HCR respectfully requests that the Board deny Respondent’s Motion to Reopen and Reconsider the Board’s

abandonment authorization in Docket No. AB-865X. Finally, the Board should find Respondent has presented no grounds which justify oral argument.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard R. Wilson", is written over a horizontal line.

Richard R. Wilson, Esq.
Attorney for Honey Creek Railroad Co.

CERTIFICATE OF SERVICE

I hereby certify that I have this 11th day of July, 2007 served copies of the Verified Rebuttal Statement of William E. Smith; Rebuttal Statement of Ken Pritchard and the Rebuttal Statement of Facts and Argument of Honey Creek Railroad and Reply to Motion to Reopen AB-865-X and Reconsider Decisions Therein and to Consolidate AB-865-X and FD 34869; upon the following by first class United States Mail, postage prepaid:

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