

Before the
SURFACE TRANSPORTATION BOARD

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STB Docket No. AB 1242

**HARTWELL FIRST UNITED METHODIST CHURCH
- ADVERSE ABANDONMENT AND DISCONTINUANCE -
THE GREAT WALTON RAILROAD COMPANY, INC., IN HART COUNTY, GA¹**

**REBUTTAL OF
HARTWELL FIRST UNITED METHODIST CHURCH**

(Includes Color Copies)

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Dated: June 13, 2017

¹ The Adverse Application originally listed Hartwell Railroad Company ("HRC") as an additional responding railroad. However, the parties agree that HRC has no interest in the Hartwell Line. The Board granted HRC's unopposed motion to be dismissed as a party and recaptioned the matter to remove HRC. See Board decision served June 2, 2017 at page 1, fn 2.

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On April 14, 2017, Hartwell First United Methodist Church (“Hartwell First” or “Applicant”) filed an application (the “Adverse Application”) seeking authority from the Board for the adverse abandonment and discontinuance of the approximately 0.25 miles of railroad tracks and associated right of way between Athens Street and the end of line at South Forest Avenue, in Hartwell, Hart County, Georgia (the “Line Segment”). The Line Segment is part of the line of railroad between Bowersville and Hartwell, Georgia (the “Hartwell Line”). Notice of the Adverse Application was served and published in the *Federal Register* on May 4, 2017 (82 Fed.Reg. 20,958). *See also* Board decision served May 4, 2017 (the “May 4 Decision”) accepting Adverse Application and setting a procedural schedule. In response to the Adverse Application and the May 4 Decision, The Great Walton Railroad Company, Inc. (“GWRC”) on May 30, 2017, filed a Reply opposing the Adverse Application. In accordance with the May 4 Decision, Hartwell First now files this Rebuttal in support of the relief sought in the Adverse Application.

REBUTTAL ARGUMENT

A. Was GWRC ever issued ICC or Board authority to acquire and operate the Hartwell Line?

As noted in the Application, it does not appear that the ICC ever authorized GWRC to acquire and operate the rail line. Application, pp. 4-6.² While GWRC spends several pages (Reply, pp. 25- 27) explaining its 1990 filings and why they were proper, GWRC has not produced an order or notice from the ICC that authorized the acquisition of the Hartwell Line, as opposed to temporary trackage rights. (GWRC also has not shown that it ever filed a copy of the executed trackage rights agreement with the ICC as required by the trackage rights notice.) Finally, GWRC has not demonstrated that Mr. Anderson can be in control of GWRC, as well as Hartwell Railroad Company and The Athens Line, since he has never been authorized by the ICC or the Board to control more than one carrier. Thus, there remain open questions regarding the authority of GWRC to operate the Hartwell Line.

B. Is there a present or future need for rail service on or over the Line Segment?

Hartwell First and GWRC generally agree that the Board in an adverse abandonment context looks to whether there is a demonstrated present or future need for rail service over the line, and whether that need is outweighed by other interests. Application, pp. 22-23; Reply, pp. 4-5. In this instance, there clearly is no current or future need for rail service over the Line Segment.

There are no customers currently located on the Line Segment, and no rail service has been provided to any customer located in downtown Hartwell since 1996 when the last two customers in the depot area at the end of the line closed. GWRC's owner and President Mr.

² Hartwell First is not saying that GRWC did not actually acquire the assets of the original Hartwell Railroad including the rail line, but only that the acquisition was not authorized by the ICC or Board.

Anderson has indicated that the tracks continued to be used after the last customer closed (Reply, Verified Statement of Bennie Ray Anderson (“Anderson V.S.”), ¶5, but has provided no details. The last movement on the Line Segment may have been the removal of 3 old cars from the depot area at the end of 2007; however, at that time the tracks do not appear to have been able to support service by a locomotive and the cars were moved with a large tractor. Rebuttal Verified Statement of Joe Whittemore (“Whittemore R.V.S.”), p. 7 and Attachment 7. There certainly has been no rail service provided after the north spur was removed in 2008 and the Webb Street crossings were removed in 2009.

Despite GWRC’s vague assertion that there could be a customer in the future, the example it gives of a new manufacturing business (Häring) moving to the area is a business that is locating 15 miles away from the Line Segment in an industrial park that does not have rail service. New businesses locating to the county have been concentrated in industrial parks remote from downtown, and the downtown character and property use has changed so that it is unlikely that any new customer will locate on the Line Segment. Rebuttal Verified Statement of Jack Edmunds (“Edmunds R.V.S.”), pp. 7-8. *See also*, letters from three adjacent landowners attached to Whittemore R.V.S. as Attachments 10-12. Moreover, TORCH, with the support of the City of Hartwell and a lease from GWRC, is developing the depot area and right of way for a farmers market, park and playground – all inconsistent with new railroad customers or railroad service.

Thus, the situation in Hartwell while sharing some similarities is unlike the situation in *Norfolk Southern Railway Company – Adverse Abandonment – St. Joseph County, Ind.*, Docket No. AB 290 (Sub-No. 286) (served February 14, 2008) (“*St. Joseph I*”), *aff’d sub nom. City of South Bend, IN v. STB*, 566 F. 3d 1166 (D.C. Cir., 2009) cited by GWRC. Reply, pp. 8-10.

While the Board in that decision did deny the requested adverse abandonment because there remained a small chance that rail service might be needed in the future, the potential rail service was to a former customer on the line.³ In this instance there has been no showing that rail service will be needed to a customer on the Line Segment.

There are other important distinctions as well. As noted by GWRC, Reply 4, fn. 3, in *St. Joseph I*, Norfolk Southern had indicated that the rehabilitation of the line would not be economically prohibitive. However, in this instance, GWRC has indicated that the minimal amount of traffic would not justify a full rebuild – although as discussed more fully below, it is clear that substantial amount of rehabilitation will be required to make any use of the Line Segment. *Anderson V.S.*, ¶22. Additionally, Norfolk Southern had easement rights where track would need to be reinstalled and rehabilitated, and while GWRC has easement rights for the Line Segment, it does not have easement rights for the runaround track that it says will be needed to provide the service it wants to provide (and has no rights where the north spur was removed).

And finally, in *St. Joseph I*, the railroad had not leased the entire right of way to a group for community development use. GWRC cavalierly says that the TORCH lease should have no bearing on this proceeding and that GWRC's proposed use of the Line Segment and runaround for rail service will not affect TORCH's project. Reply, pp. 23-25. While the TORCH lease may not be evidence of GWRC's intent to abandon the Line Segment, it certainly is evidence that GWRC did not have any intent to restart rail service.⁴ It is not true, as suggested by GWRC,

³ It should be noted in a later decision served April 17, 2012 in the same proceeding ("*St. Joseph II*"), the Board granted the adverse abandonment application after determining that in fact there was no likelihood of service returning to the line.

⁴ It is likely that the only reason that GWRC did not abandon the Line Segment is that it would lose its title to the portions of the right of way on which it holds only an easement for railroad use, and would not have been able to enter into a lease for the entire right of way or charge TORCH as much rent.

without support, that the TORCH development only involves the area around the depot at the easternmost end of the Line Segment. Reply, p. 23, fn. 24. While the initial development of the farmers market is concentrated there, the lease covers the entire right of way between the end of the line and Athens Street, including a railroad turntable west of Bank Avenue, the plans for the park and playground would utilize the right of way – including the 12 foot right of way between Jackson Street and Webb Street adjacent to the Clinkscapes industrial track. See discussion of TORCH lease in the Application, pp. 8-9. In the related federal litigation, GWRC's former General Manager who negotiated the TORCH agreement conceded that GWRC had not retained the right to continue to use the track for commercial railroad operations. See testimony of David Bishop, attached to Application as Appendix 8, pp. 141-143. Mr. Bishop also noted that the railroad entered into the TORCH agreement to accommodate the wants of the City which has been supportive of the development (for non-rail uses). *Id.* See also *Edmunds R.V.S.*, p. 8.

The only “need” expressed by GWRC to support use of the Line Segment is to use it as part of a runaround to provide service to Quality Holdings (“Quality”), a customer located approximately 1 mile west of the Line Segment. Reply, p. 6. In the Application, Hartwell First acknowledged the presence of Quality, that it was a shipper that was dependent on rail, and that it has suggested that it will be expanding its rail traffic. Application, pp. 11-12. However, as acknowledged by Mr. Anderson, it is still a modest shipper. *Anderson V.S.*, ¶14. The estimated increase of traffic of 4 cars per year is only one additional car every three months and would not affect the frequency of service required. Quality has been satisfied with the service it is receiving, including at the increased levels, so a runaround is not necessary for satisfaction of the customer. Application, p. 12.

GWRC suggests that it would be less costly if there were a runaround because when cars are pulled forward it only takes 30 minutes to go between Bowersville and Quality, it purportedly takes 2 hours to push cars between the same points. While this suggests a savings of 1½ hours of crew time per trip, the Board should keep in mind that GWRC makes at most one trip per month. (In fact, based on the Applicant's observations, GWRC is staging cars at the Airline tracks half way between Bowersville and Quality and is only pushing cars to Bowersville every two months or so. Whittemore R.V.S., pp. 7-8.) Moreover, GWRC has not accounted for the time it would take to run the 1.0 – 1.5 miles to the runaround track (likely at 5 mph if the track is in excepted condition), to disconnect the locomotive from and set the brakes on the cars, to throw the switches, to run the locomotive to the other end of the consist, reconnect to the cars and release the brakes, and reset the switches. All this would be in downtown Hartwell with state and federal highway and street crossings. This will substantially reduce the projected 1½ hour cost savings that the railroad has projected.⁵

Additionally, any cost savings would be offset by the costs that GWRC would need to incur in order to create and use its proposed runaround and the Line Segment. Although GWRC suggests that the tracks are almost ready to be used, that does not appear to be the case. GWRC has done some cosmetic cleanup of the Line Segment removing vegetation, but has done no significant work on the tracks. Except for the heavier rail on the new spur that GWR began to construct, none of the rail on the Clinkscals industrial track or the Line Segment (or the track

⁵ The real costs of serving Quality come from GWRC having to move the 4 miles of flatcars that it stores on its main line between Bowersville and Airlines, every time that loads for Quality arrive for delivery, or empties need to be released. Whittemore R.V.S., pp. 7-8. These costs would not be affected by the use of a runaround.

between Athens Street and Quality) has been upgraded to heavier rail.⁶ Moreover, from GWRC's photographs it appears that a substantial number of ties will need to be installed before the tracks can be used. Reply, photographs 3, 4, 7, 9, 16-18. It also appears that the switch to the north spur will need to be replaced. Whittemore R.V.S., p. 9 and Attachment 8. And of course, GWRC will need to apply for permits to reinstall the crossings at Webb Street (Whittemore R.V.S., p. 9 and Attachment 9), and if the permits are granted, install two crossings at Webb Street. It will also need to clear additional vegetation at Athens Street to create sufficient visibility. Reply, Verified Statement of Joseph Dorsey ("Dorsey V.S."), ¶6; Reply, photograph 22. The needed work cannot happen as quickly as GWRC suggests, and the costs would not be insubstantial.⁷

Additionally, not having a runaround in downtown Hartwell will not increase the costs of serving Quality. Quality has been served without a runaround since at least 2008, and there is no reason that the costs of serving Quality should increase. As noted above, the increase in traffic should not even affect the frequency of service that must be provided. If GWRC really wants a runaround there are other locations where one could be placed. Indeed, there is an existing runaround track at Airline where GWRC has been staging its Quality service that is blocked only by some storage flatcars. It would appear that these flatcars could be moved onto the main line with the other 4 miles of flatcars without any significant changes. Whittemore R.V.S., p. 8.

In sum, a runaround if available would produce only minimal cost savings, and there would be no additional costs involved in continuing to provide service to Quality in the same

⁶ GWRC *itself* has suggested that heavier rail would be required if service would be restored. That is why it says TORCH was not required to restore the tracks it removes to operating condition. Reply, p. 24.

⁷ GWRC has suggested that the minimal increase in traffic will not support a substantial rehabilitation.

manner as service has been and is being provided. The Board should not take seriously GWRC's threats that if it does not get to use the Line Segment as a part of a runaround that it would seek to abandon the rest of the Hartwell Line. GWRC has an active customer with increasing amounts of business, not to mention the revenues from the storage of 4 miles of flatcars on the line. There would be no difference from today that would justify abandonment.

Even if the Board were to determine that GWRC would benefit from a run-around track in downtown Hartwell, GWRC has not established that it has the necessary property rights to construct or use any tracks in Hartwell for run-around purposes.

C. Has GWRC demonstrated that it has rights to conduct run-around operations on or adjacent to the Line Segment?

There is currently no "runaround" track in Hartwell adjacent to the Line Segment. The north spur tracks were removed by GWRC in 2008, and the crossings of Webb Street were removed by GaDOT in 2009. Since GWRC's sole "need" for the Line Segment is for use as part of a runaround, if GWRC cannot establish that it has sufficient rights necessary to build and operate a runaround using the location of the former north spur and the Clinkscapes industrial track, then there can be no runaround and GWRC's claim of need for the Line Segment fails as well.

The parties agree that the interpretation of deeds and the determination of title issues are generally matters of State law for state courts to decide. Application, pp. 26-27; Reply, p. 33. Despite acknowledging this, GWRC spends most of its Reply claiming title to the location of the north spur, and claiming that Hartwell First has not established that it has a superior claim to the property. The title issue is already the subject to state court litigation in which the court enjoined GWRC from constructing a new spur track on the church's property where the north spur used to be, finding that it was likely that Hartwell First would prevail in its claim that GWRC did not

have any title to the property. Application, pp. 12-14, and Appendix 15. However, because GWRC has addressed the title issues so extensively and in so many ways, Hartwell First is responding to the arguments presented to avoid any implication that it accepts GRWC's assertions.

There seems to be agreement between Hartwell First and GWRC that (1) GWRC has an easement for a 20 foot right of way between Athens Street and Webb Street as shown on the 1916 valuation map, (2) the north spur was originally constructed as a spur to serve a warehouse owned by Farmers' Union Warehouse Company ("Farmers' Union) on a lot that was adjacent to the railroad's 20 foot wide right of way on the south, and abutted Webb Street on the east, (3) at some point the north spur exited the 20 foot right of way and continued on the Farmers' Union property stopping short of Webb Street. GWRC admits that after substantial research it has not been able to locate any documents regarding the railroad's right to build or use the spur track on Farmers' Union property. Dorsey V.S., ¶2. Hartwell First believes it is likely that the construction and use would have been pursuant to an industrial sidetrack or similar agreement between Farmers' Union and the railroad, but Hartwell First has also not discovered any documents that would establish the rights. It has also checked in the Hart County Deed Records, and like Mr. Dorsey has not found any documents conveying to the railroad any interest in the property or the tracks.

Despite the lack of any conveyance documents, GWRC claims that a 1919 private agreement that the predecessor railroad entered into with a business located across Webb Street for an industrial sidetrack (the "Clinkscapes Agreement") somehow gave the railroad title to the north spur property. However, the Clinkscapes Agreement does no such thing. There is a reference "that certain existing spur track of the Railroad, 258 feet in length." Reply, Exhibit 6,

¶1. That language “of the railroad” does not necessarily indicate ownership of the property and would be consistent with the railroad owning the rail (track) as opposed to the underlying property, and would also be consistent with the railroad having the right to use the spur track. In any event, the Clinkscales Agreement is not signed by the Farmers’ Union and cannot be considered an admission or acknowledgement of title. Additionally, although GWRC suggests that there are markings on the blueprint exhibit showing changes in property lines on the west side of Webb Street (Reply, p. 29), Applicant does not see any such markings. All that is included for the west side are measurements showing locations for the match up with the new industrial track. The additional right of way (R/W) referenced on the blueprint is clearly the right of way for the new industrial track.

Hartwell First did not present evidence of its title to the property where the north spur was located because it did not view its title as an issue in this adverse abandonment proceeding. However, because GWRC has raised the issue, GWRC is submitting the following documentation as evidence of its title to the strip of property approximately 100 feet (97.75 as currently measured) wide and running along the railroad right of way between Webb Street and Bank (now Chandler) Avenue:

- (a) 2017 Bauknight certified survey prepared in connection with the federal court litigation;
- (b) 2002 Deed from Springs Industries (“Springs”) reflecting its donation of the Property to Hartwell First, including the attached plat;
- (c) 2002 Deeds from Hart County Industrial Building Authority and Sun Trust Bank Bank surrendering to Hartwell First any remaining interest each may be deemed to have in the property;
- (d) 1891 Deed from Louisa J. Townsend (f/k/a Louisa Thornton) to several individuals for a parcel approximately 100 feet along Webb Street and approximately 60 feet wide; and

- (e) 1907 Deed from the successor individuals to Farmers Union Warehouse Company for the 60 X 100 foot property.

Whittemore R.V.S., pp. 6-7 and Attachments 1- 6. These documents show both the creation of the original Farmers' Union property, and the property as owned by Hartwell First today.

GWRC claims that a runaround track was created by the Clinkscals Agreement when the new industrial spur track was connected to the existing north spur, and that the track has been used as a runaround since. Reply, p. 28. However, that is clearly not the case. Examining the blueprint attached to the Clinkscals Agreement (Reply, Exhibit 6), it is clear that the industrial track was designed to run in a straight line all along the Clinkscals building to an end point near Jackson Street. There is no connection shown back to the railroad main line which runs parallel to the new industrial track. It was clearly intended just for service to Clinkscals. Hartwell First acknowledges that there presently is a connecting track between the industrial spur and the main line between Jackson and Webb Streets (Reply, photographs 1-2); however, Hartwell First does not know when the connection was made, why, or under what authority, if any.⁸ GWRC has presented no contracts or conveyance documents that would permit the connection to be made, or the potential use thereafter as a runaround track. A search of the Hart County Deed Records shows no document which authorized GWRC (or its predecessor railroad) to create a runaround track connection, or to expand the use of the Clinkscals industrial track beyond its stated purpose of providing service to the Clinkscale warehouse. The current owner of the Clinkscals property has indicated that he is opposed to the reinstitution of service over the industrial track. Whittemore R.V.S., Attachment 10.

⁸ The connection was presumably made after service to the Clinkscals building stopped as the industrial track no longer reaches the Clinkscals loading dock. Reply, photographs 1-2.)

Even if the two spur tracks were used at some time as a runaround, that does not make the track into a line of railroad as suggested by GWRC. Indeed, using a track merely to move a locomotive from one side of a consist to another is much more consistent with the track remaining as “excepted track” just as there were when first constructed as spur or industrial tracks. The Board has described the characteristics of rail lines and excepted track as follows:

“Rail lines” (referred to herein as main line) are lines over which railroads provide point-to-point common carrier line-haul service to shippers. The STB has licensed rail carrier entry and exit since 1920, and acquisition, construction and abandonment of rail lines are subject to the exclusive jurisdiction of the STB.

“Excepted track” (referred to herein as ancillary track) are tracks used for loading, reloading, classification, storage and switching operations that are incidental to, but not directly used in the carrier’s line-haul transportation. These tracks are described in 49 U.S.C. §10906 as “spur, industrial, team, switching or side tracks” and which provides that such tracks and related facilities can be added or removed without authority from the STB.

Pinelawn Cemetery – Petition for Declaratory Order, Docket No. FD 35468 (served April 21, 2015), slip op. at 6-7, 2015 STB LEXIS 126, *15-18. The runaround is not being used to move freight in point to point service; rather it is being used to switch and move the locomotive incidental to the line- haul transportation. As excepted track, GWRC did not need authority from the Board to pull up and abandon the north spur. *See* 49 U.S.C. §10906. Although GWRC now 8+ years later says that its removal of the tracks was only meant to be temporary (Reply, p. 18), there was never anything in the discussions or documents between the GWRC and Hartwell First that would have indicated that to be the case. GWRC removed the tracks that had value, but left the ties and ballast for the church and its contractor to clean up because they had no value. As best that they know, GWRC was just removing the rails as he had long promised to do. *Edmunds R.V.S.*, pp. 5-6; *Whittemore R.V.S.*, pp. 3-4. The ties were covered, the property graded, and Applicant maintained the area going forward. That the ties were left in the ground

and covered up is just a lucky coincidence for GWRC; it is unlikely that GWRC would have intended to reuse the decrepit ties as claimed, and indeed it used all new ties when it began constructing the new spur.

Moreover, no authority would be necessary to terminate the Clinkscales Agreement or the use of its industrial sidetrack.⁹ Although the Clinkscales Agreement has no specific term, it is not perpetual as Defendants suggest. Rather it may be terminated on 60 days' notice. Reply, Exhibit 6, ¶9 and Memorandum of Agreement. While Hartwell First does not know if the agreement was ever terminated, it could be terminated at any time by the current owner as the successor to Clinkscales. *See* Whittemore R.V.S., Attachment 10.

From the foregoing, it is clear that GWRC had the right to remove the tracks of the north spur, and that it does not have sufficient rights to the property on the west side of Webb Street to construct a spur or runaround track,¹⁰ or to use the industrial tracks on the east side of Webb Street to create a runaround track.

Although it is not clear how it relates to the question of whether the Line Segment should be abandoned, GWRC makes much of the fact that Hartwell First has construction drawings that indicate that the tracks (both the north spur and the main line) would be removed. However, those construction drawings were only prepared after discussions with Mr. Anderson in which he advised Hartwell First that he would remove the tracks and donate his property to the church to facilitate their development. The drawings indicate that the rails would be removed "by others"

⁹ The requirements of *Thompson v. Texas Mexican Ry. Co.*, 328 U.S. 134 (1946) (Reply, p. 30), preventing termination without prior Board discontinuance or abandonment authority do not apply to a private industrial track agreement, but only to the use of a line of railroad.

¹⁰ Having failed in all manner to establish title to the area where the north spur was removed, GWRC has not threatened to take the property by eminent domain. Although GWRC indicates that it has already filed its condemnation action (Reply, p. 33), that is not the case. While Hartwell First received a notice for an inspection of the property no further action has been taken. Hartwell First will oppose any attempted taking. *Whittemore R.V.S.*, p. 7.

– the railroad (and not the church’s contractor), and in fact Hartwell First has never touched the rails, and has at all times had its contractor work around the rails. The only rails that were removed were those comprising the north spur that were removed by the railroad in October 2008 so that the construction in that area of the church’s property could be completed. Edmunds R.V.S., pp. 3, 5-6; Whittemore R.V.S., pp. 3-4.

Similarly, GWRC makes much of the three license agreements entered into between GWRC and Hartwell First that provided for various crossing rights between the north and south side of the railroad right of way. Hartwell First understood the licenses to be temporary measures while it patiently waited for the promised removal of the tracks and donation of the property by Mr. Anderson. The body of the agreements was prepared by GWRC, and at the request of GWRC, Hartwell First asked its architects to work with GWRC to provide drawings for the agreements showing the location of the crossings. The drawings also showed both the main line and the north spur track because both were in place at the time the agreements were signed. The drawings were not meant to be title documents or surveys, they were intended as site plans. GWRC blames Hartwell First for the depictions which erroneously showed the north spur as being within the railroad right of way. GWRC of course must not have examined its own val map or title or it might have noticed the error. Hartwell First had not yet made a deep examination of its title and did not know that there was an error until later. However, in no way do the license agreements or the drawings attach establish property lines or constitute a conveyance of property by the church to the railroad. Although GWRC removed the rail from the north spur, neither party sought to change the license agreements, leaving them as is. Hartwell First has continued to use the license agreements to cross the railroad right of way, as it

continued to wait for Mr. Anderson to fulfill his promise to remove the rails and donate the property to the church. Edmunds R.V.S., pp. 5; Whittemore R.V.S., pp. 3-4.

It was only when the railroad entered into the TORCH lease, that Hartwell First fully realized that Mr. Anderson was not going to keep his promise to remove the rail and donate the right of way, and that they were facing permanent (99 year) separation of their two properties. It was only at that time – over seven years after entering into the license agreements – that Hartwell First began in depth research of the church's property and the railroad's interests. It was only then that they discovered that the railroad only had an easement for the right of way, and that they learned what a formal abandonment from the Board would require. Edmunds R.V.S., pp. 6-7; Whittemore R.V.S., pp. 5. That ultimately led to the commencement of this proceeding.

CONCLUSION

For the reasons set forth in the Adverse Application and this Rebuttal, Hartwell First requests that the Board grant the relief requested in the Adverse Application.

Respectfully submitted,



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Dated: June 13, 2017

VERIFICATION

I, Joe M. Whittemore, verify under penalty of perjury that the foregoing Rebuttal is true and correct. Further, I certify that I am qualified and authorized to file the foregoing document.

Executed on June 13, 2017.

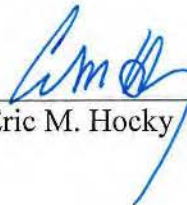


Joe M. Whittemore

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of June, 2017, I served a copy of the foregoing Reply to Motion to Dismiss by email and by FedEx next day delivery, on the following:

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Eric M. Hocky

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REBUTTAL VERIFIED STATEMENT OF JACK EDMUNDS

My name is Jack Edmunds. I am currently retired, but serve on several committees of Hartwell First United Methodist Church ("Church"), including as Vice Chair of the Land Use and Planning Task Force. I also previously served as Vice Chair of the Building Committee between 2006 and 2009. In preparing this Rebuttal Verified Statement I have reviewed the Verified Statements of Bennie Ray ("B.R.") Anderson and Joseph ("Joey") Dorsey submitted with the Reply filed in this proceeding by the Great Walton Railroad Company (the "Railroad"). In these positions I am familiar with the building activities of the Church including its acquisition of the Springs yarn plant in 2007 and the development of the Church property. I have personal knowledge of the facts stated herein and am authorized to present this Rebuttal Verified Statement on behalf of the Church.

Personal Background. I am retired from a 35 year career in the banking business. The first 11 years were in Atlanta and the last 24 in Hartwell. I was with the same bank during my career, but there were several name changes.

I have lived in Hartwell for 48 years and have been a member of Hartwell First United Methodist Church for all that time. I have served the Church in many different official positions including as Chair of the Administrative Board and Chair of the Finance Committee, and have been a member of the Chancel Choir all 48 years. I have also served on several different

committees of the North Georgia Conference of The United Methodist Church, including a term as Chair of the Conference Council on Finance and Administration.

In Hartwell, I have been involved in a number of community activities. In the past I have served on the Hart County Industrial Building Authority (“IBA”), most recently as Chair from 1999 to 2006. I was also a member of the Joint Development Authority (“JDA”) that includes Hart and two other neighboring counties from 1997 to 2008, serving as Chair for all but about three of those years. I have been president of our Chamber of Commerce and have also chaired the boards of Athens Technical College and our local health care system. I continue to attend most JDA meetings, and remain current on economic development affairs in Hartwell and Hart County.

Church Discussions with Bennie Ray Anderson and the Railroad. I have known B.R. Anderson for around 25 years - since he purchased the Hartwell Railway, and I did some banking business with him prior to my retirement. For that reason, when the Church began its consideration of the purchase of the Springs Industries (“Springs”) yarn plant, I became the point person for the Building Committee (and later the Land Use and Planning Task Force) in the discussions with Mr. Anderson and the Railroad.

In 2002, Springs donated to the Church a small piece of property along Webb Street adjacent to the Church’s existing property, and north of the railroad main line. There was also a spur track that extended north from the main line to and across Webb Street. Since the property was a gift, the Church did not at that time investigate the title to the donated property, the spur track on the property or the main line track, or have a survey done. The Church was aware of the existence of the spur and main line tracks, and also knew that they had not been used for many years.

In 2006 after it was announced that the Springs yarn plant in downtown Hartwell behind the Church would close, the Church entered into discussions with Springs regarding the possible purchase of the larger plant property on the south side of the main line. At that time the Church was considering whether to stay at its present location or to move to another location that would afford it more room to grow its facilities and expand its ministries. Ultimately, the Church re-committed itself to downtown Hartwell, and agreed to purchase the yarn plant to be able to expand its facilities.

After meeting with Mr. Anderson a couple of times, Joe Whittemore and I, on behalf of the Church's Building Committee, met with Mr. Anderson in December 2006 to discuss the Church's planned purchase of the Springs plant property. We shared a survey of the plant property which showed the railroad main line right of way between the existing Church property and the plant property. We also shared with him our timetable for presenting the purchase to the Church Conference. Mr. Anderson said he would send me a letter committing to allow the Church access across the tracks to connect the properties. We did not receive the letter, but he later did grant us the access between the two parcels that we needed. He also committed "on the side" that once the Church purchased the plant property he would abandon from Athens Street to the old depot and deed over to the Church whatever track property we wanted from Webb Street to Bank Avenue. The timing was expected to be sometime in 2007.

We followed up with Mr. Anderson at the end of January 2007 to update him on the timing of the Church's acquisition of the yarn plant property, and our proposed construction. He seemed to continue to be very committed to gifting the track areas along the yarn plant property line to the Church. He indicated he now was investigating discontinuing service instead of abandonment (I did not appreciate what if any legal difference there was), and of possibly

leasing the property to the Church until he could convey title. He said we should proceed with what we planned to do, and when we needed to cover the tracks he would give us what we needed. He said he would remove the track, and then we could remove the cross ties and cover the area for our parking lot so as to have one continuous property over the present track area.

I spoke with Mr. Anderson again at the beginning of May 2007 (by phone) as the Church was getting ready to close on the yarn plant property. He reiterated his plan to donate the Railroad property between Webb Street and Athens Street to the Church, although he indicated it might not be for a couple of years – he said he was selling some property elsewhere in the near future and there might be tax implications, and that the timing of the gift might be important to him. I expressed that the Church could wait but that we would appreciate some kind of easement or other right across the railroad property so we could have access over the tracks during construction. He indicated that something could be worked out.

I spoke or met with Mr. Anderson monthly over the summer to express the Church's desire for a level area (without tracks) to walk between the properties, and asked each time when he would remove the tracks. He said he would, but would not commit to a date – maybe early fall, maybe October.

In late September, I told Mr. Anderson that construction would start between November 15 and December 1, and offered to have the Church pay for the track removal. He said he would take care of the track removal, and promised to speak with his track contractor and try to schedule the removal in the next two weeks. By the middle of November when the tracks still had not been removed I spoke with him again. He again would not commit to a time although he said he hoped to start the week of November 26. Still nothing was done.

In December, 2007, the Railroad did enter into a license agreement that allowed the Church (and its contractors) to cross the right of way at Chandler (now known as Bank) Street as a private crossing (given that the public street dead-ended just before the right of way).

The Church had based its construction contract and plans on the promises that the property would be donated. Since that had not happened, we directed the contractor to work around the tracks. We did not take any unilateral action with respect to the tracks. At the end of February 2008, I had lunch with Dave Bishop, the Railroad's General Manager. He emphasized that Mr. Anderson still planned to move the tracks and give us the land. In the beginning of March, I had a follow up call with Mr. Bishop who said he was not sure when the tracks would be removed.

I continued to talk with Mr. Anderson through the Spring and Summer as our construction progressed asking when the tracks might be removed, and if that was to be further delayed, could we have the right to cross and connect the Church properties on either side of the right of way. Finally, in August 2008, the Railroad and the Church entered into two additional license agreements – one for a sewer pipeline to go beneath the right of way, and the second for two sidewalks to connect so that it was possible to walk between the properties. Because at the time of the license agreements, the spur track and the main line track were still in place, the construction drawing attached to the license agreements show both tracks. At the time (and since) the Church always viewed the license agreements as interim arrangements until Mr. Anderson would remove the tracks and donate the Railroad property.

I continued to talk with Mr. Anderson to keep him abreast of our construction and our continued desire for him to remove the tracks as he had indicated he would do. Finally, in October, 2008, as we were completing construction of the circular drive on the north side of

right of way, the Railroad finally came in and pulled the spur tracks. As had originally been discussed, the tracks were all Mr. Anderson wanted; he left the ties and ballast for the Church and its contractor to clean up. The contractor covered the right of way, graded and landscaped the area. The Church has maintained the area since that time. At no time did Mr. Anderson indicate to me or the Church that the removal of the spur track was meant to be temporary, nor did he indicate that the Railroad had the right or might want to reinstall the spur track.

I continued meeting periodically with Mr. Anderson after that time to inquire about the promised donation. He continued to be evasive as to when the gift would be made. While Mr. Anderson indicated he still needed to abandon the line (again, I did not know what that meant from a legal standpoint) he never told me, as indicated in his Verified Statement, ¶10, that he had “no plans to do so.” It was always when, not if. Mr. Anderson never suggested at any time that he thought the Railroad would need the tracks to provide service.

When the development of the depot area and right of way first started to get publicity, I had a meeting with some members of the TORCH planning group in which they expressed their desire to use the right of way all the way from the depot to Athens Street. Concerned about how this might affect the Church’s development interest, I met with Mr. Anderson to discuss this. He confirmed that he had agreed to sell his property in the depot area, but that no price had yet been agreed upon. He also reiterated his agreement with the Church and his intention to eventually deed us the railroad property between our two tracts of land. Mr. Anderson assured me that the Church would be given the first opportunity to acquire the property behind the Church. At that time, I personally still believed he would eventually do what he had said he would do.

Unfortunately, that did not turn out to be the case. In May 2015, the Railroad entered into a 99-year lease with TORCH that included the right of way that bisected the Church

property. This lease made it impossible for Mr. Anderson to fulfill his promise to donate the right of way property to the Church. It was only at this time, with this realization, that the Church began to investigate the title to the Railroad right of way (as well as the title history of the Church's property), and the legal requirements for forcing the railroad to abandon its right of way since it appeared it would not do so voluntarily. We knew we were nearing the time that we would be considering further expansion and to build as we planned, unfettered access across the tracks would be extremely important. The ultimate result was the filing of the Application for Adverse Abandonment that commenced this proceeding at the Surface Transportation Board.

Development in Downtown Hartwell. Mr. Anderson and Mr. Dorsey each suggest, without any specifics, that there is a possibility that a new rail customer could locate in downtown Hartwell along the rail line segment that the Church has proposed be abandoned. Based on my experience on the IBA and the JDA, and my knowledge of developments in downtown Hartwell, such suggestions lack any basis in reality. The potential sites where such development could take place have been converted to other uses – the yarn plant has closed and now houses Church facilities, the former Clinkscates warehouse is now used by its owner Glasco Properties for its candle business and for storage, the former businesses on the south side of the tracks between Jackson Street and South Forest Avenue have been closed, the building on South Forest Avenue at the end of the line is currently rented to a production company for use as a rehearsal and performance space, the grain elevators in the depot area near the end of the line have been removed, and the depot area and right of way is being redeveloped by TORCH as a farmers market, playground, park and trail.

I do not believe that the City of Hartwell has expressed a desire to keep the railroad tracks open downtown to facilitate future development (see Anderson Verified Statement, ¶6),

and I have seen no evidence of that. Even if that may have been true many years ago, it is certainly not true today when the City has been actively supporting TORCH and its planned redevelopment of the depot and railroad right of way for a farmers market, park and walking trail. In fact, the City is the applicant for a \$150,000 ARC grant to furnish the primary funding for the TORCH depot revitalization project.

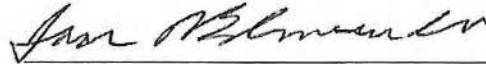
I agree with Mr. Dorsey that the County (and the IBA) are always looking for ways to attract new business and employment to Hart County. Dorsey Verified Statement, ¶14. But that does not mean that they would oppose the proposed adverse abandonment in downtown Hartwell. In fact, when Mr. Dorsey proposed in June, 2016, that the IBA support the Railroad's opposition to abandonment, the IBA gave no such support, and instead took no action on his proposal. See attached IBA minutes of June 27, 2016. Mr. Anderson's reference to the planned opening of the Häring plant is similarly misleading. Anderson Verified Statement, ¶16. Mr. Anderson fails to mention that Häring is opening in an industrial park at I-85, that does not have any direct rail access but is approximately 4 miles from Lavonia where there is a rail line that runs from Elberton to Toccoa. The industrial park is approximately 15 miles from downtown Hartwell. In fact, almost all of the economic development in Hart County in the past 10 years has been in that area of the County where the JDA owns one tract and the IBA owns two additional tracts (the three tracts together total over 400 acres that are being developed as industrial parks.

In summary, there are no rail-served businesses along the rail line sought to be abandoned in downtown Hartwell, and in my opinion, no likelihood that any new rail-served businesses will located there in the future.

VERIFICATION

I, Jack Edmunds, verify under penalty of perjury that the foregoing Rebuttal Verified Statement is true and correct. Further, I certify that I am qualified and authorized to file the foregoing document.

Executed on June 13, 2017.

A handwritten signature in cursive script, appearing to read "Jack Edmunds", written over a horizontal line.

Jack Edmunds

**HART COUNTY INDUSTRIAL BUILDING AUTHORITY
MINUTES OF MEETING**

June 27, 2016

The regular quarterly meeting of the Hart County Industrial Building Authority was held on June 27, 2016 in the meeting room of the Hart County Library on Benson Street in Hartwell, Georgia.

Chairman Bill Leard called the meeting to order at 5:00 pm and welcomed the following members: Hart County Board of Commissioners Chair Ricky Carter, Doug Cleveland and Hart County Chamber of Commerce Chair Chuck Whelan. Others attending: Economic Developer Dwayne Dye, Attorney Robert E. Ridgway, Jr. and M.S Smith, Secretary/Treasurer.

The minutes of the March 28, 2016 meeting had been e-mailed to all members. On a motion by Mr. Cleveland and seconded by Mr. Whelan, the minutes were approved.

The financial summary as of May 31, 2016 was presented and approved on a motion by Mr. Whelan and seconded by Mr. Cleveland.

Mr. Whelan reported that the Chamber of Commerce is supporting the Sunday alcohol sales and stated this may come before the voters this fall. He expressed appreciation to South State Bank for sponsoring the fireworks at last weekend's pre-4th events.

At approximately 5:15 pm, Vivian Morgan of *The Hartwell Sun* joined the meeting.

Mr. Carter reported that he has had meetings with the Homeowners Association regarding some issues with grading at the Gateway Parks. A change order was questioned and Mr. Dye stated that it was necessary for compliance purposes.

Chairman Leard recommended that the authority table a decision to renew the contract with Retail Strategies Inc. It was noted that the contract calls for this decision to be made by September 1.

The audit for year ending December 31, 2015 was given out and Chairman Leard commented on several findings. On a recommendation by Mr. Cleveland, it was agreed that Mr. Dye would cancel the credit card in the name of the IBA issued through Pinnacle Bank to comply with control issues pointed out in the audit.

Action on the renewal of the MOU with Archway Partnership was tabled. Although a quorum was present, several members serve on the Archway committee causing a lack of a voting quorum.

Mr. Dye presented three Inducement Resolutions:

OneGA EDGE (Linde+Wiemann)	\$600,000
OneGA Equity	\$100,000
OneGA EDGE (Haering)	\$600,000

Mr. Cleveland moved that all three be accepted as presented and authority be given the chairman to sign. Mr. Carter seconded this motion and it passed.

There was no representative from the Hart County Water and Sewer Authority.

Joey Dorsey, President of Hartwell Railroad and county commissioner, had asked for a letter of support from the IBA against an abandonment request of rail lines from Hartwell First United Methodist Church. The issue was discussed but no action was taken.

Mr. Ridgway stated that a Purchase of Utility Easement for Project Haering had been passed in June of 2015 by this body but he now needs to renegotiate that lease to include more land. Mr. Cleveland made a motion authorizing Mr. Whelan and Mr. Ridgway to renegotiate an easement purchase in principal and allow the Chairman to execute a new easement agreement based on recommendation of Mr. Whelan and Mr. Ridgway. Mr. Carter seconded this motion and it passed.

Mr. Ridgway stated closing on Haering is scheduled for July 22, 2016.

Mr. Ridgway expressed a need for better public record management for the IBA records and presented a plan to the authority. He asked that his firm be reimbursed for his cost only of cataloging and transferring the records to electronic form. On a motion by Mr. Cleveland and seconded by Mr. Whelan this reimbursement was approved.

Mr. Dye reported that the 13 county Regional Economic Developers group will meet June 28, 2016 in Gainesville. The Tri County group will meet in Atlanta June 29, 2016 at the Georgia Resource Center. Mr. Dye will be attending the GEDA conference in Savannah September 21 - 23.

On Mr. Ridgway's recommendation, this meeting adjourned to executive session at 6:30 pm.

This meeting reconvened at 6:55 pm.

It was recommended that Mr. Dye address the past due rental fee for 2015 from AgStrong. Failure to pay would result in termination of lease and loss of tax incentive. A certified letter will be issued if not addressed by AgStrong in a timely manner. Mr. Leard moved that this recommendation be accepted, Mr. Cleveland seconded and the motion passed.

Mr. Cleveland moved that Ridgway & Ridgway handle a road closing issue at Gateway II. Mr. Whelan seconded this motion and it passed.

The meeting adjourned at 7:00 pm.

M. S. Smith
Secretary

Before the
SURFACE TRANSPORTATION BOARD

STB Docket No. AB 1242

**HARTWELL FIRST UNITED METHODIST CHURCH
- ADVERSE ABANDONMENT AND DISCONTINUANCE -
THE GREAT WALTON RAILROAD COMPANY, INC., IN HART COUNTY, GA**

REBUTTAL VERIFIED STATEMENT OF JOE M. WHITEMORE

My name is Joe M. Whittemore. I am currently retired, but serve on the Administrative Council of Hartwell First United Methodist Church ("Church"), and as the Chair of the Land Use and Planning Task Force created by a properly called Charge Conference of the Church. I also presently serve as church lay delegate to the North Georgia Annual Conference, and as a member of the Finance Committee and Staff Parrish Relations Committee. From June 2006 to June 2009, I served as Chair of a Building Committee established by Church Conference resolution. In these positions, I am familiar with the building activities of the Church including its acquisition of the Springs yarn plant in 2007 and the development of the Church property, and with the Application for Adverse Abandonment filed by the Church in this proceeding. In preparing this Rebuttal Verified Statement I have reviewed the Reply filed by the Great Walton Railroad Company (the "Railroad") along with the supporting documents including the Verified Statements of Bennie Ray Anderson and Joseph Dorsey. I have personal knowledge of the facts stated herein and am authorized to present this Rebuttal Verified Statement on behalf of the Church.

Personal Background. I have resided in Hartwell for the last 40 years, and have been a member of the Church during all that time. I have served on various committees and in various capacities for the Church, and for the North Georgia Annual Conference.

I have been active in civic affairs in Hartwell including serving as the President of the Hartwell Rotary Club, the District Governor of Rotary International, and as a board member and past chair of the Hart County Hospital Authority and Covecrest Renewal Center, and as a board member of the Hart County Association of Retarded Citizens.

I practiced as a Certified Public Accountant for 35 years, specializing in community bank auditing and regulatory work as well personal and corporate income taxes, estate planning and served as Managing Partner of Whittemore and Smith CPA's. Prior to that time I was employed in private accounting and executive management of a publicly traded mid-sized corporation.

Development of the Church's Property.

I have been very involved with the Church's decision to remain in downtown Hartwell, the decision to purchase the Springs yarn plant property, and the Church's plans to expand its facilities and ministries. As we considered the purchase of the yarn plant property in early 2007, we were of course aware of the Railroad tracks that lay between the Church's property and the yarn plant. We were also fully aware that the tracks had not been used in the previous 10 years. We approached the Railroad's owner B.R. Anderson to discuss our plans and to see what his plans were for the tracks along the Church's property. We were pleased when Mr. Anderson indicated that the he would eventually take up the tracks and donate the land to the Church. While there was no exact timing promised (the timing kept changing), Mr. Anderson did indicate that the Church would be able to cross between its existing property to the north of the right of way, and the yarn plant property to the south of the right of way. The discussions between the Church and Railroad are described in detail in the Rebuttal Verified Statement of Jack Edmunds also being submitted with the Church's Rebuttal.

Based on these promises, the Church prepared its development plans with the assumption that eventually the tracks would be removed and the Church's property would be one contiguous parcel. That is why the construction drawings cited by Mr. Anderson do in fact, and have always shown, the tracks being removed. These plans were never hidden from Mr. Anderson, and in fact were shared with him. The plans, however, provide that the tracks would be removed "by others" – meaning not by the Church's contractor, but rather by the Railroad. Rather than being sinister, the various instructions on the construction drawings cited by Mr. Anderson were actually placed there to make sure that the Church's contractor not take any actions to remove any tracks or materials – leaving that for the Railroad. We were always working on Mr. Anderson's schedule, and made sure that our contractor was as well.

As Mr. Anderson continued to delay the promised removal of the track and donation of the property, we continued to have our contractor work around the tracks and adjust our plans. The Church's contractor never removed any tracks or pipes. Eventually, the Railroad agreed in 2008 to grant us license agreements for a sewer hookup and for two sidewalks to cross the tracks. These licenses allowed us to continue with our construction and make use of the new facilities while we waited for the promised track removal and donation. The license agreements were drafted by the Railroad, and we instructed our architects to cooperate with the Railroad in the preparation of the drawing that was attached. The drawing was based on existing conditions and not on a survey; it showed both the main line track and the north spur because both were on the ground at the time. It also showed the north spur as being within the Railroad's right of way which was not ultimately correct, although we did not realize that at the time.

Finally, in the late fall of 2008, in connection with the Church's completion of construction of the new driveway circle and work on the north side of the right of way, the

Railroad removed the rails from the north spur. (According to Mr. Anderson, the rails were the only part of the spur with any value, and he was very specific that he wanted them). The Railroad left the decayed ties and ballast for the Church's contractor to clean up as they had no value to Mr. Anderson. They were covered over and the property was graded and has been maintained since that time by the Church. The Railroad never indicated at the time the tracks were removed, or at any time since (until the Church started this adverse abandonment proceeding) that the removal was temporary or that it was retaining any right to re-construct, or had any future intention of using, the north spur. Mr. Dorsey's protestations to the contrary (Verified Statement, ¶4), should carry no weight – since he only was hired by the Railroad in early 2016, he would not have any knowledge of the Railroad's intent at the time the rails were removed from the north spur over seven years before.

The Church completed its first phase of construction and has been using the walkway crossing to connect its facilities, all the while naively waiting patiently for Mr. Anderson to fulfill the promised removal of the main line tracks and donation of the right of way.¹ It was only in 2015 when the Railroad entered into a 99 year lease with TORCH that we realized Mr. Anderson was not going to fulfill his promise. Although the TORCH lease protected the Church's right to cross under the license agreements, it would permanently sever the Church's properties making the Church unable to develop the properties as a single contiguous parcel. No longer was the Railroad in a position to donate the right of way to the Church.

¹ During its hurried attempt to construct a new spur track, the Railroad broke up (and has not replaced) the walkway, which among other purposes provided handicapped access from the new parking lot south of the right of way to the Church's main building north of the right of way. The Church has laid out a temporary walkway that can be easily removed in the unlikely event of rail service, but it is not fully handicap accessible. See Railroad Reply photograph 8.

It was only at this time (almost 7 years after the license agreements had been entered into) that the Church began more extensive research of its own title as well as of the Railroad's title. It was only at this time that we learned that the Railroad owned only a 20 foot easement for railroad purposes, and that it really did not have title to the property that Mr. Anderson had promised to donate to the Church. We also learned about the legal requirements of "abandonment" and that the Railroad would need abandonment authority from the Surface Transportation Board in order to remove its main line tracks. Given that the Railroad was not using the tracks (and had not used them for almost 20 years), and had leased the right of way for the next 99 years, we approached the Railroad and asked it to voluntarily file for abandonment. (We even offered to pay the costs.) When Mr. Anderson refused, the Church authorized its counsel to pursue adverse abandonment and commenced this proceeding.

Title Issues

To the best of our knowledge there is no issue regarding the Railroad's title to the Line Segment. Between Athens Street and Webb Street, in the area that bisects the Church's property, the Railroad owns a 20 foot easement for its right of way. The Church has never challenged the Railroad's easement for the main line. The Church has only challenged the Railroad where it does not believe the Railroad has any title. The Railroad's title only became an issue when the Railroad over the 2016 Thanksgiving weekend began attempting to construct a new spur track where the "north spur" had once been before the Railroad voluntarily removed the track in 2008. The Church sought and was awarded an injunction against the construction because the Railroad was constructing the track outside its 20 foot right of way, in a location where it had no title. That injunction continues today, prohibiting the Railroad from constructing the spur. In the state and federal court litigation the issue is whether the Railroad could show that it had any title to the

property. Mr. Dorsey in his Verified Statement, ¶2, admits that he spent a substantial amount of time searching the public records and that he could not find any recorded document indicating that the Railroad has any title to the property where it was building the spur.

The Railroad attempts to distract from its own lack of title by alleging that the Church has not shown that it has the title to property where the spur was being built. Although it is not clear how this would be relevant to the adverse abandonment proceeding, or even necessarily the state court litigation, the Church does have title to the property, and we do not understand Mr. Dorsey's inability to find documents showing Church's title. Attached as Attachment 1 is the June 6, 2002 deed by which Springs Industries gifted the strip of property bordered by the Railroad 20 foot right of way on the south, and running from Webb Street on the east to Chandler (now known as Bank) Avenue on the west. A survey/plat showing the dimensions of the parcel is attached to the deed, including a measured 97.75 feet along Webb Street. Additionally, attached as Attachments 2 and 3 are deeds from Hart County Industrial Building Authority and Sun Trust Bank quitclaiming to the Church any remaining interest they might have in the parcel. More recently, in connection with the recent state and federal court litigation, the Church commissioned a new survey, a copy of which is attached as Attachment 4, that confirms that the Church owns the property up to the Railroad's 20 foot right of way, and that the north spur was located outside of the 20 foot right of way and on property now owned by the Church. Research by our counsel and his staff, have traced title to the eastern portion of this parcel back to the 1891 transfer of a parcel approximately 60 feet along the railroad right of way x 100 feet along Webb Street made by Louisa J. Townsend (f/k/a Louisa Thornton) to several individuals, and then in 1907 from the successors to those individuals to Farmers' Union Warehouse Company. Copies of these deeds are attached hereto as Attachments 5 and 6. Both the Church

and the Railroad believe that the north spur was originally constructed to serve the warehouse that was built by Farmers' Union on this parcel.

Acknowledging that they do not have title to build a new spur where the former north spur was located, the Railroad has now threatened to attempt to condemn the property underlying the spur. Although the Church received a notice from the Railroad for an inspection, we are not aware of any formal action having been taken. The Church will oppose any attempted taking by the Railroad.

Railroad Service on the Hartwell Line

No one affiliated with the Church that I have spoken with recalls any railroad service on the main line or on the north spur/Clinkscapes industrial track since the grain elevators in the depot area closed in 1997. (The Railroad did move three cars out from the depot area on December 26, 2007 via the Line Segment main line, but it used a tractor and not a locomotive to make the move. See the photographs attached as Attachment 7 that were taken during the Church's construction.) Certainly there has been no rail service or activity of any kind over the north spur/Clinkscapes industrial track since the north spur was removed by the Railroad in 2008, or over the Line Segment main line since the Webb Street crossing was removed by GaDOT in 2009.

Currently, the only customer that the Railroad serves on the Hartwell Line is Quality Holdings, Inc. ("Quality"), which is located approximately 8 miles east from Bowersville, and approximately 1.0 mile west of Athens Street and the Line Segment proposed for abandonment. In addition, the Railroad stores approximately 4 miles of old flat cars on the Hartwell Line between Bowersville and the "Airline Sidings." (The storage is evidently long term as they have been there for several years.) The Airline Sidings currently have one track that appears to have

some cars on it for repair or salvage; it also has a runaround track that has several of the storage flat cars on it. If those flat cars were moved onto the main line with the other storage cars, then the Railroad would have a run around there and would not have to push cars all the way to Bowersville.

Whenever the Railroad needs to deliver cars to Quality, or to handle the return empties, it must remove the 4 miles of flatbed storage cars from the Hartwell Line (it pulls them north past Bowersville onto the connecting Elberton – Toccoa line), and then puts them back on the Hartwell Line. From our observations, it appears that the Railroad currently appears to be moving 4 or 5 Quality cars at a time between Airline and Bowersville. Since Quality only receives an average of two cars a month, and can only unload two cars at a time, the Railroad has been staging cars and a locomotive at Airline, and shuttling loaded cars and empties between Airline and Quality. This allows two sets of cars to be switched without having to move the long term flatbed storage cars. It also means that most of the time, the Railroad is only running back and forth to Airline. This reduces the number of times that the storage cars need to be removed from the main line, and reduces the number of trips of empties to Bowersville that the Railroad is complaining about, to only once every two months or so.

Condition of the Track

I agree that the recent photographs submitted by the Railroad with its Reply show a right of way that is cosmetically more pleasing than the photographs submitted by the Church with its Application and with its Environmental and Historic Report. The recent photographs reflect the cleanup work that the Railroad did in the few weeks prior to the filing of their Reply. The Railroad does not deny that the Church's photos were accurate as of the date they were taken. The Board should note that the area around the tracks that is in the best condition is the portion

that runs through the Church's property and that has been maintained by the Church for the past 15 years (since the 2002 donation of the strip north of the right of way). See Reply, photographs 5 - 10.

Moreover, even the Railroad's photographs shows that very little work has been done on the track or ties – tracks are buried in dirt, and virtually every tie that can be seen is deteriorated (except for the partial construction of the north spur where all new track and ties were used). Additionally, although not shown clearly in the Railroad's photographs, it does not appear that the switch to the north spur that the Railroad started constructing is in working condition. See photographs taken this past week attached hereto as Attachment 8. Thus, it appears that a substantial amount of work still remains to be done to the track and ties before the Line Segment can be returned to active railroad service.

In addition, as acknowledged by the Railroad, there are currently no railroad crossings at Webb Street, and despite the assertions of the Railroad to the contrary (Anderson Verified Statement, ¶13; Dorsey Verified Statement, ¶4), the Railroad does not have an automatic right to re-install the crossings. Instead, the installation of crossing(s) at Webb Street for the main line and/or the spur track will require the Railroad to apply for and receive permits from Georgia Department of Transportation ("GaDOT"). See Attachment 9 (email from GaDOT to Dorsey dated August 15, 2016; received in response to Open Records Request). Based on the response to our Open Records Request, the Railroad has not yet applied for any permits to have its tracks cross Webb Street.²

² As an aside, while Railroad photographs 1-5 show GaDOT personnel working in Webb Street, GaDOT was working on the drainage in the area because of some persistent flooding there. GaDOT was not doing any work related to the proposed crossing or to this proceeding.

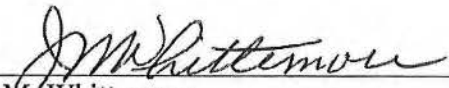
Community Support

Attached as Attachments 10, 11 and 12 are copies of letters from three owners of property adjacent to the Line Segment proposed for abandonment that support the Church's request for adverse abandonment. All three are addressed to the Surface Transportation Board, and I understand that they were intended to be considered as "comments" that were not required by the Board's May 4, 2017 notice to comply with all of the formal requirements of a "protest." However, I am advised that none have yet been docketed by the Board. Accordingly, I am attaching them here so that they will be filed with the Board and served on the Railroad, and can be considered by the Board as part of our Rebuttal. The letters all confirm that they writers do not require rail service, and that there is no likelihood of any future need in downtown Hartwell for rail service from or over the Line Segment, and support abandonment of the Line Segment. Additionally, the letter from the owner of Glasco, the successor to Clinkscapes, confirms that he is not receiving and does not need rail service from the industrial track alongside his property, and would object to the Railroad using the industrial track for other purposes, including as a runaround.

VERIFICATION

I, Joe M. Whittemore, verify under penalty of perjury that the foregoing Rebuttal Verified Statement is true and correct. Further, I certify that I am qualified and authorized to file the foregoing document.

Executed on June 13, 2017.



Joe M. Whittemore

Attachments

1. 2002 Springs Deed to Hartwell First
2. 2002 IBA Deed to Hartwell First
3. 2002 Sun Trust Deed to Hartwell First
4. 2017 Bauknight Survey of Hartwell First Property
5. 1891 Townsend Deed to Various Individuals
6. 1907 Various Individuals Deed to Farmers' Union Warehouse
7. Photographs of Car Movement
8. Photographs of Switch to North Spur
9. GaDOT email to Dorsey re permitting for crossings
10. Glasco letter to STB
11. Legg Family Investments Letter to STB
12. Chapman Letter to STB

ATTACHMENT 1

When recorded return to:
The First United Methodist Church
200 E. Howell St.
Hartwell, GA 30643

FILED 52

Carlyle J. Gullman

449 488-490
6-6-03

STATE OF GEORGIA)

COUNTY OF HART)

QUIT CLAIM DEED

THIS INDENTURE, Made the 6th day of June Two Thousand
Two between SPRINGS INDUSTRIES, INC., SUCCESSOR BY MERGER TO
DUNDEE MILLS, INCORPORATED, as party of the first part, hereinafter called Grantor, and
THE FIRST UNITED METHODIST CHURCH as party of the second part, hereinafter called
Grantee, (the words "Grantor" and Grantee" to include their respective heirs, successors and
assigns, where the context required or permits).

WITNESSETH, That Grantor for and in consideration of the sum of ONE AND NO/100
(\$1.00) DOLLAR AND NO OTHER CONSIDERATION, cash in hand paid, the receipt whereof
is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise,
release and forever quit-claim to Grantee all the right, title, interest, claim or demand which the
Grantor has or may have had in the following described real property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with all the rights, members and appurtenances to the said described premises in
anywise appertaining or belonging.

0030859

TO HAVE AND TO HOLD, the described premises unto the said Grantee so that neither the said Grantor, nor any other person or persons claiming under Grantor shall any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of

SPRINGS INDUSTRIES, INC.,
A South Carolina corporation
SUCCESSOR BY MERGER TO
DUNDEE MILLS, INCORPORATED

Elwin B. Hunt
Witness

By: Amis (Seal)
Type Name: C. Powers Dorsett
Title: Senior Vice President & Secretary

Robert W. Sullivan
Notary Public, York Co., S.C.
My Commission Expires: 9-4-06

Attest: Robert W. Sullivan (Seal)
Type Name: Robert W. Sullivan
Title: Vice President & Assistant Secretary

EXHIBIT A

8

All that piece, parcel or tract of land situate, lying and being in Hart County, Georgia, containing 0.564 acres and delineated as Tract 2 on a plat of survey entitled "Survey for Hart County Industrial Building Authority" prepared by Dean H. Teasley, GA & SC Reg. Land Surveyor dated August 24, 1990 and recorded in the office of the Clerk of Court for Hart County, Georgia in Plat Book 2-H at Page 260, which said plat is incorporated herein and made a part of this legal description.

0030859

ALONG SOUTH R/W OF
HARTWELL RAILROAD
TRACT 1

LINE	BEARING	DISTANCE
1	S 83°37'30" E	47.84
2	S 81°15'16" E	34.89
3	S 80°45'15" E	30.58
4	S 83°45'40" E	68.45

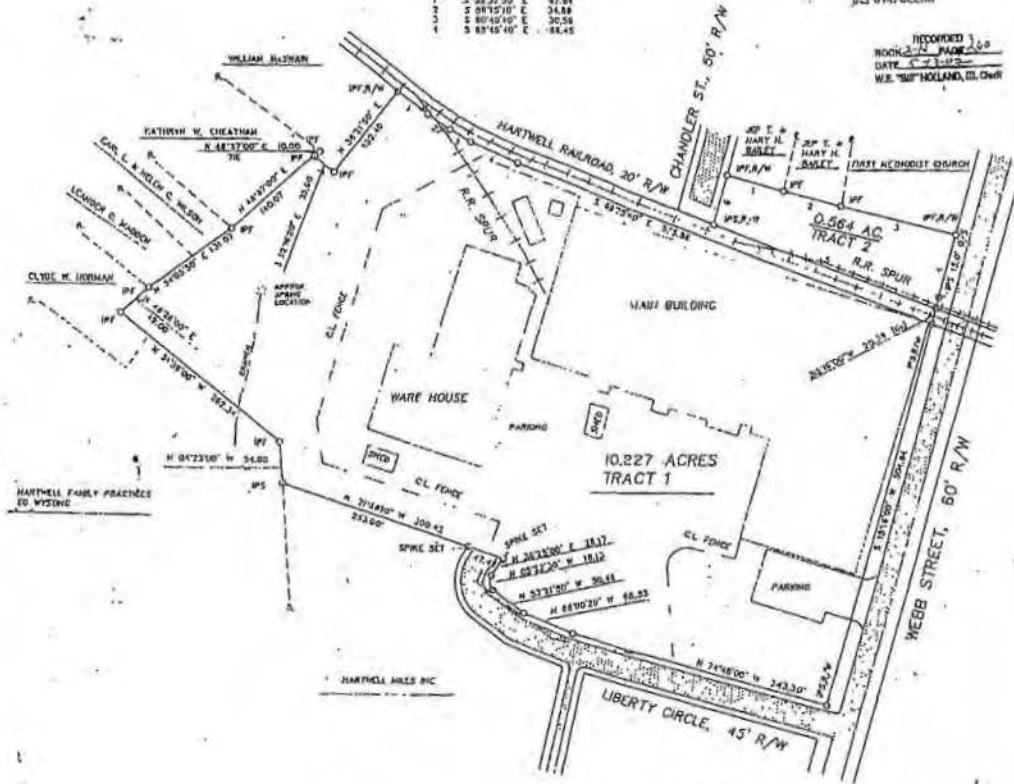
2001 MAY 13 AM 11:20

B. J. J. J.
DEPUTY CLERK

RECORDED 1
BOOK 2-2 PAGE 200
DATE 5-13-02
W.E. "MID" HOLLAND, CL. Clerk

BEARINGS & DISTANCES
ALONG NORTH R/W OF
HARTWELL RAILROAD
TRACT 2

LINE	BEARING	DISTANCE
1	S 73°01'40" E	78.22
2	S 73°18'20" E	75.93
3	S 76°01'00" E	151.43
4	S 19°16'00" N	67.71
5	N 60°23'00" W	203.79
6	N 19°16'00" E	64.81



APPROVAL NOT REQUIRED BY A COORDINATE WITH THE
LAND DEVELOPMENT STANDARDS OF HART COUNTY

DATE

APPROVED BY COORDINATE WITH THE
LAND DEVELOPMENT STANDARDS OF HART COUNTY
HART COUNTY BOARD OF COMMISSIONERS

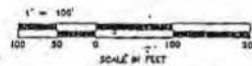
DATE

*Not required because
of the nature of the
project and the
fact that the
plan is a
show*

I certify that property shown herein as
Tract 2, shown on Tax Map 1570, is
property subdivided.

W. J. J. J.
Chairman, City of Hartwell Zoning Board

5/14/02
DNCB



KEY
1/2" = 100' FOR PLANS
1/4" = 100' FOR SET
1/8" = 100' FOR SET
1/16" = 100' FOR SET
1/32" = 100' FOR SET
1/64" = 100' FOR SET
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ATTACHMENT 2

FILED IN OFFICE
HART SUPERIOR COURT

2003 DEC 31 AM 11:22

Carolyn Sullivan
DEPUTY CLERK

RETURN TO:
RIDGWAY & RIDGWAY, LLP
Attorneys at Law, P. O. Box 710
Hartwell, Georgia 30643

BOOK 494 349
DATE 12-31-03
W.F. "M"

QUITCLAIM DEED

State of Georgia
County of Hart

THIS INDENTURE, made and entered into on this 30th day of December, in the year of our Lord, Two Thousand Three between

HART COUNTY INDUSTRIAL BUILDING AUTHORITY, a political subdivision

of Hart County, Georgia, as party of the first part, hereinafter referred to as Grantor, and

THE FIRST UNITED METHODIST CHURCH

of Hart County, Georgia, as party of the second part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, executors, administrators, successors and assigns where the context requires or permits, and, when appropriate, any kind of entity, either gender, and both singular and plural).

WITNESSETH: That the said Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid to the said Grantor by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does give, grant, remise, release, and forever quitclaim unto the said Grantee all the right, title interest, claim or demand the said Grantor has or may have had in and to the following described property, to-wit:

All that piece, parcel of tract of land situate, lying and being in Hart County, Georgia, containing 0.564 acres and delineated as Tract 2 on a plat of survey entitled "Survey for Hart County Industrial Building Authority" prepared by Dean H. Teasley, GA & C Reg. Land Surveyor dated August 24, 1990, and recorded in the Office of the Clerk of the Superior Court of Hart County, Georgia in Plat Book 2-H at page 260, which said plat is incorporated and made a part of this legal description.

TO HAVE AND TO HOLD the said described property to the GRANTEE so that neither the GRANTOR nor any other persons claiming under GRANTOR, shall at any time, by any means, or ways, have, claim or demand any right or title to the aforesaid property, or its appurtenances, or any right thereof, but that same shall be to the only proper use, benefit and behoof of the said GRANTEE, in fee simple.

IN WITNESS WHEREOF, the said Grantor has signed and sealed this deed, the day and year first herein written.

HART COUNTY INDUSTRIAL BUILDING AUTHORITY

By: *Jack B. Edmunds, Jr.* (SEAL)
Jack B. Edmunds, Jr., Chairman

ATTEST: *Matt Beasley* (SEAL)
Matt Beasley, Sec.

Signed, sealed and delivered in the presence of:

[Signature]

ATTACHMENT 3

D.564 Acres
Strip between church
and RR from
To Chandler ST
(Bank Ave)

FILED IN OFFICE
HART SUPERIOR COURT
2003 DEC 31 AM 11:22

RETURN TO:
RIDGWAY & RIDGWAY, LLP
Attorneys at Law, P. O. Box 710
Hartwell, Georgia 30643

Carolyn Sullivan
DEPUTY CLERK

BOOK 474 PAGE 347-348
DATE 12-31-03
W.E. "Bill" HICKMAN, Jr.

Hart
Paid to
12-31-03
Carolyn Sullivan

QUITCLAIM DEED

State of Georgia
County of Fulton

to the church 12/31/03

THIS INDENTURE, made and entered into on this 2nd day of December in the year of our Lord, Two Thousand Three between

SUN TRUST BANK, F/K/A TRUST COMPANY BANK, a banking corporation

having an office in the State of Georgia, County of Fulton, as party of the first part, hereinafter referred to as Grantor, and

THE FIRST UNITED METHODIST CHURCH

of Hart County, Georgia, as party of the second part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, executors, administrators, successors and assigns where the context requires or permits, and, when appropriate, any kind of entity, either gender, and both singular and plural).

WITNESSETH: That the said Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid to the said Grantor by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does give, grant, remise, release, and forever quitclaim unto the said Grantee all the right, title interest, claim or demand the said Grantor has or may have had in and to the following described property, to-wit:

All that piece, parcel or tract of land situate, lying and being in Hart County, Georgia, containing 0.564 acres and delineated as Tract 2 on a plat of survey entitled "Survey for Hart County Industrial Building Authority" prepared by Dean H. Teasley, GA & SC Reg. Land Surveyor dated August 24, 1990 and recorded in the office of the Clerk of Court for Hart County Georgia in Plat Book 2-H at Page 260, which said plat is incorporated and made a part of this legal description.

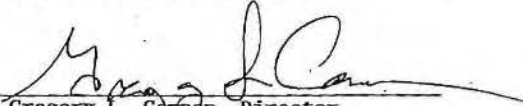
The purpose of this deed is to release the above described property from that certain Security Deed and Security Agreement dated May 1, 1994 from Hart County Industrial Building Authority and Dundee Mills, Incorporated in favor of Trust Company Bank recorded in Deed Book 259, Pages 289-327, Hart County, Georgia records.

TO HAVE AND TO HOLD the said described property to the GRANTEE so that neither the GRANTOR nor any other persons claiming under GRANTOR, shall at any time, by any means, or ways, have, claim or demand any right or title to the aforesaid property, or its appurtenances, or any right thereof, but that same shall be to the only proper use, benefit and behoof of the said GRANTEE, in fee simple.

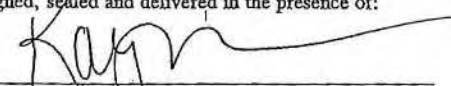
IN WITNESS WHEREOF, the said Grantor has signed and sealed this deed, the day and year first herein written.

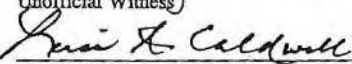
SUN TRUST BANK, F/K/A TRUST COMPANY BANK

By:  (SEAL)
Ken Bauchle, Vice President

Attest: 
Gregory L. Cannon, Director

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My Commission Expires: 6-30-2007

BEARINGS & DISTANCES
ALONG SOUTH R/W OF
HARTWELL RAILROAD
TRACT 1

LINE	BEARING	DISTANCE
1	S 52°37'50" E	47.84
2	S 56°15'10" E	34.69
3	S 60°40'10" E	30.58
4	S 65°45'40" E	66.45

FILED IN OFFICE
HART COUNTY CLERK

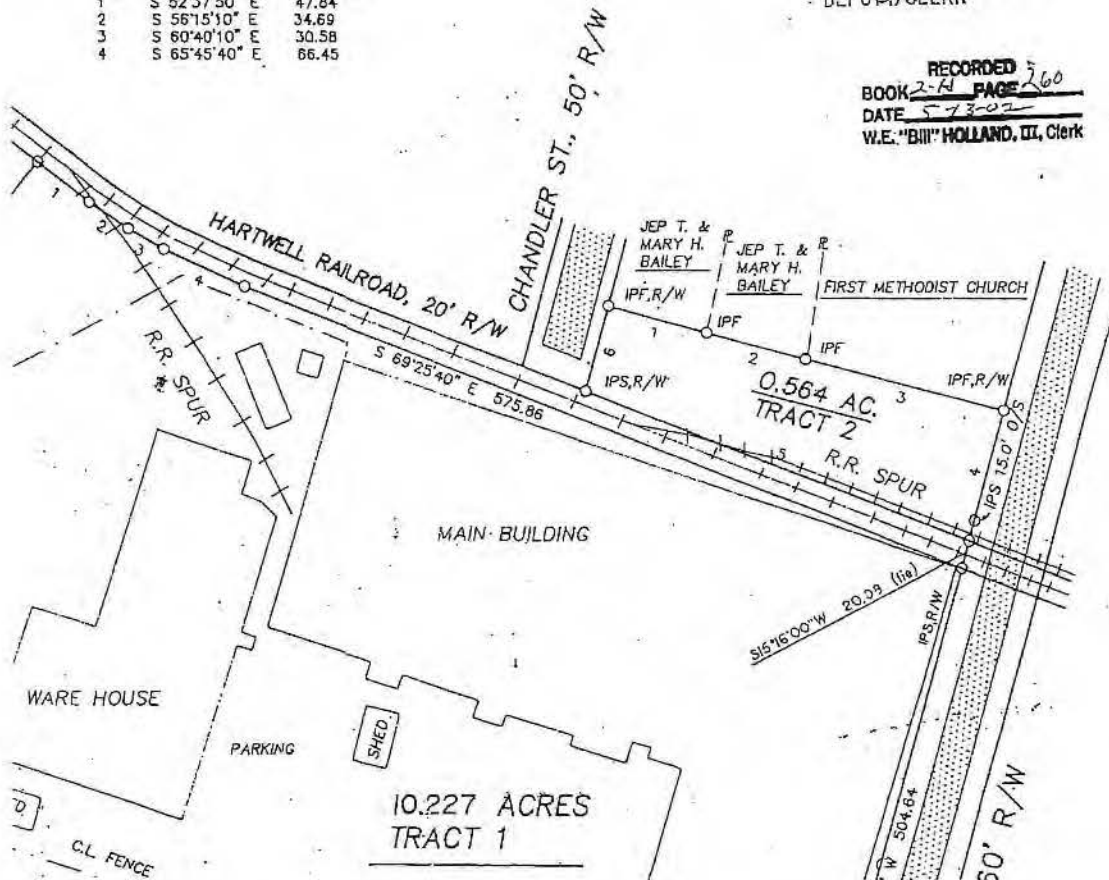
2002 MAY 13 AM 11:20

Betty Dean
DEPUTY CLERK

RECORDED
BOOK 2-N PAGE 260
DATE 5-13-02
W.E. "Bill" HOLLAND, III, Clerk

BEARINGS & DISTANCE
ALONG NORTH R/W OF
HARTWELL RAILROAD
TRACT 2

LINE	BEARING	DISTANCE
1	S 75°02'40" E	76.22
2	S 75°16'30" E	75.83
3	S 76°01'00" E	152.47
4	S 15°16'00" W	97.74
5	N 69°25'40" W	305.79
6	N 15°16'00" E	64.92



APPROVAL NOT REQUIRED IN ACCORDANCE
LAND DEVELOPMENT STANDARDS OF

DATE _____

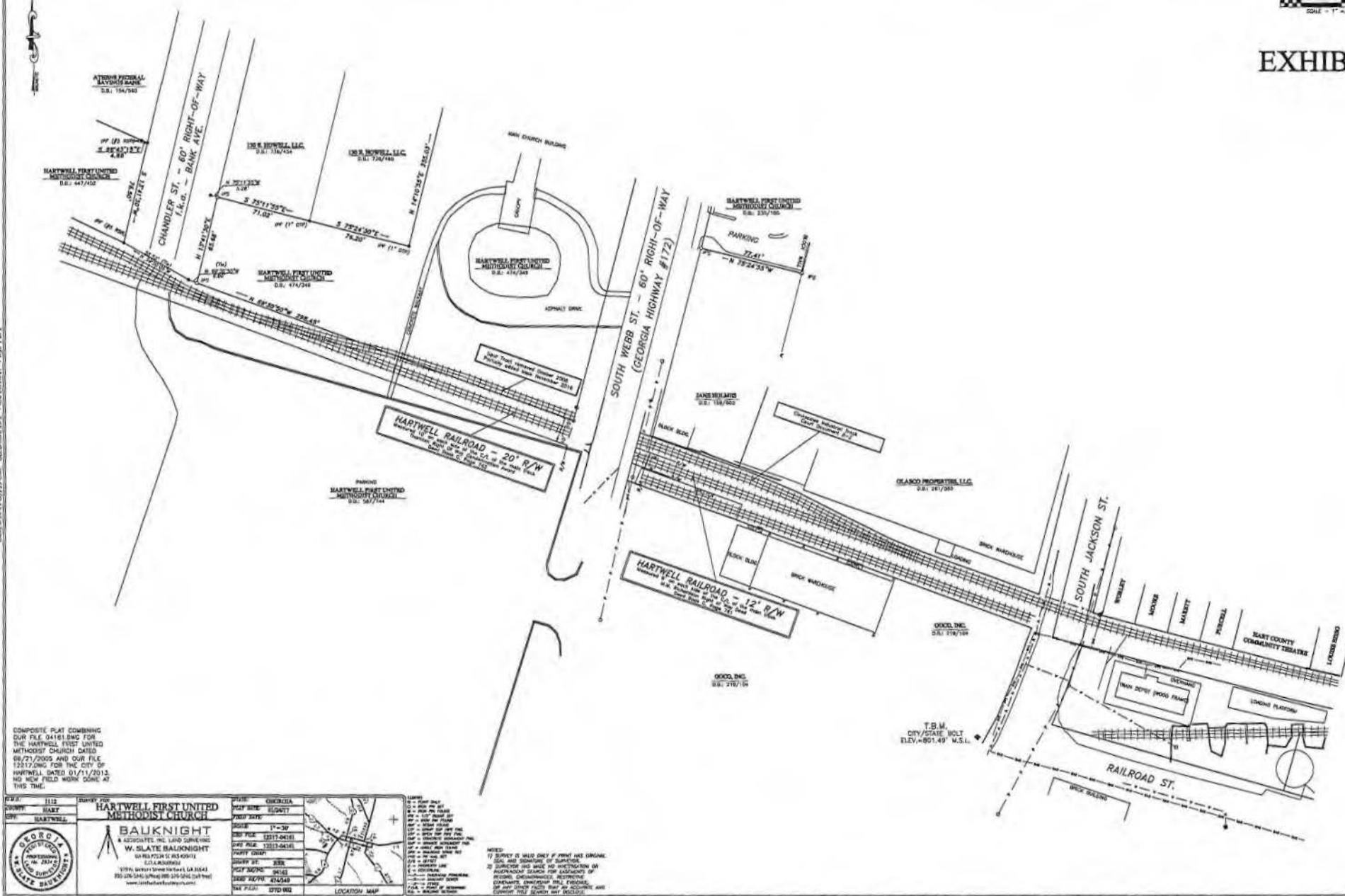
APPROVED IN ACCORDANCE
LAND DEVELOPMENT STANDARDS OF
HART COUNTY BOARD OF COMMISSIONERS

DATE _____

*Not require
signature
may require
5/1/02*

*Plot 2H-260
May 2002
0.564 lot To
church*

ATTACHMENT 4



ATTACHMENT 5

"Deed"

Louis J. Townsend
9.State of Georgia
Hart CountyThis Indenture
make this 16th dayF. B. Hodges J. J. W. Vernon
D. O. Chapman et al.January in the year of our Lord
Eighteen Hundred and Ninety One.Between Mrs. L. J. Townsend of the County of Hart, and State of
Georgia of the first part and F. B. Hodges J. J. W. Vernon D. O.
Chapman W. F. Tucker J. R. Myers, and J. A. Brown of the County
of Hart, and the State of Georgia of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Sixty Dollars, in hand paid, at and before the sealing & delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns all that tract or parcel of land situated, lying and being in said County and in the town of Hartwell, said being a town lot, lying on the North side of the right of way of the Hartwell R.R., at the crossing of Webb Street and running North with said street to the Vanduzer lot, about 100 ft. to the corner of said Vanduzer lot, thence West with said Vanduzer line to the corner of Vanduzer Garden; about 60 ft. thence South 12 W. to the Rail Road right of way, thence back along said right of way to the beginning corner, containing One Eight of an acre more or less. Said lot bounded on the East by Webb Street, on the South by H.R.R. right of way, on the West by said Townsend and on the North Mrs. D. C. Vanduzer.

To Have and to hold, The said lot of land with all and singular the rights, members and appurtenances thereof, to the same hereinafter being, or in anywise appertaining, to the only proper use, benefit and behoof of said parties of second part, the said parties of the second part their heirs, executors, administrators and assigns, in Fee Simple.

And the party of first part, heirs, executors and administrators, the said party of the first part unto the said parties of the second part their heirs, executors, administrators and assigns, against the said party of the first part their heirs, executors, and administrators, and all and every other person or persons whatever, shall and will warrant forever defend, by virtue of these presents.

In Witness Whereof, The said party of the first have hereunto set her hand and affixed her seal the day and year first above written. Signed sealed and delivered in presence of

Milton Richardson
M. M. Richardson

Louis J. Townsend (Seal)

Filed in office for record March 1st 1892. M. M. Richardson C.S.C.Recorded March 4th 1892 M. M. Richardson C.S.C.

Georgia We the undersigned, F. B. Hodges, J. R. Myers, J. J. W. Vernon, Hart County John A. Brown, D. O. Chapman and W. F. Tucker, all of the first part having purchased on the 10th day of January 1891 Mrs. L. J. Townsend a certain town in the town of Hartwell the

"Deed"
in Chapman
M. M. Richardson

ATTACHMENT 6

STATE OF GEORGIA, Franklin County.

THIS INDENTURE, Made this 15th day of December, in the year of our Lord One Thousand Nine Hundred and Seven, between Brooks & Tabor of the County of Franklin and State of Georgia, of the first part, and The Farmers' Union Warehouse Company

of the County of Hart and State of Georgia, of the second part, Witnesseth: That the said part of the first part, for and in consideration of the sum of Five Hundred and 00/100 Dollars, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm, unto the said part of the second part, their heirs and assigns, all the following described property, to wit:

A certain tract or parcel of land lying and being in the City of Hartwell, Georgia same lying on the north side of The Hartwell Railroad at the crossing of Webb Street and running north with said street to the Van Duzer lot, about (100) one hundred feet, to the corner of said lot; thence west with said Van Duzer line to the corner of Van Duzer garden (now McAlpin Thornton) about (50) sixty feet; thence south 12 west to Railroad right of way; thence with said Railroad right of way to place of beginning, containing (1/8) one eighth acre, more or less.

To HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members, and appurtenances thereunto appertaining, to the only proper use, benefit, and behoof of the said part of the second part, their heirs, executors, administrators, and assigns, in fee simple. And the said part of the first part, the said bargained property above described unto the said part of the second part, their heirs, executors, administrators, and assigns, against the said part of the first part, their heirs, executors, administrators, and assigns, and against all and every other person or persons, shall and will, and does hereby, warrant and forever defend by virtue of these presents.

In WITNESS WHEREOF, The said part of the first part have hereunto set their hand and affixed their seal, and delivered these presents, the day and year first above written.

Signed, sealed and delivered in presence of us, the day and year above written.

Robt. L. Beasley, N. F. F. C.

J. L. Beasley

D. W. Brooks (L. S.)

J. F. Tabor (L. S.)

Recorded February 29th, 1908. 190.

J. W. Adams Clerk.

ATTACHMENT 7







ATTACHMENT 8





ATTACHMENT 9

Oliver, Robby

From: Oliver, Robby
Sent: Monday, August 15, 2016 10:58 AM
To: joey.dorsey@greatwaltonrailroad.com
Subject: FW: SR 172 Hartwell, Hartwell RR Crossing Request
Attachments: 6865-11.pdf

Joey,

Please see the attached policy outlining to needed steps for reopening the crossing. Let me know if you need anything else. Thanks,

Robby B. Oliver
District Utilities Manager, G.D.O.T. District One
(770) 531-5772
roliver@dot.ga.gov
2505 Athens Highway, S.E., Gainesville, GA 30507

From: Nash, Michael
Sent: Monday, August 15, 2016 10:17 AM
To: Oliver, Robby <roliver@dot.ga.gov>
Cc: Davis, Veronica <vdavis@dot.ga.gov>; Rapley, LaKenya <lrapley@dot.ga.gov>
Subject: RE: SR 172 Hartwell, Hartwell RR Crossing Request

Yes they will need a permit. See the attachment for guidance.

Michael D. Nash
Railroad Crossing Program Manager
Office of Utilities
Email: mnash@dot.ga.gov
Address: One Georgia Center - 600 W. Peachtree St. - 10th Floor - Atlanta, GA 30308
Office: 404.631.1375 | **Cell:** 404.293.8355 | **Main:** 404.631.1354 | **Fax:** 404.631.1934



Georgia Department of Transportation

From: Oliver, Robby
Sent: Monday, August 15, 2016 9:58 AM
To: Nash, Michael
Cc: Davis, Veronica; Rapley, LaKenya
Subject: SR 172 Hartwell, Hartwell RR Crossing Request

Mike,

I received a call Friday from a RR representative asking about placing tracks back across SR 172 near downtown Hartwell. They were removed by the RR 8-9 years ago prior to a GDOT resurfacing project and now they want to reinstall the

crossing. Is there anything they need from us besides coordinating Traffic Control (any paper work they need to file, etc.)? Thanks,

Robby B. Oliver
District Utilities Manager, G.D.O.T. District One
(770) 531-5772
roliver@dot.ga.gov
2505 Athens Highway, S.E., Gainesville, GA 30507

It's Georgia Department of Transportation's centennial! We were founded on August 16, 1916. The Department's work over the last century has contributed to a treasured quality of life for Georgians and to the incredible economic development of the Peach State. Georgia DOT has served for 100 years with simply the best in safety, service and innovation. And we will continue to embrace change, encourage innovation, meet new challenges and break new barriers as the next hundred years unfold. For all things Centennial, visit www.dot.ga.gov/Centennial.

ATTACHMENT 10

Glasco Properties, LLC

135 Depot Street
P.O. Box 1148
Hartwell, Georgia 30643

May 23, 2017

Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
295 E Street SW
Washington, DA 20024

Re: Hartwell First United Methodist Church – Adverse Abandonment and Discontinuance
Docket No. AB 1242
Comments of Kay Chapman

Dear Ms. Brown:

This letter is to support the request of Hartwell First United Methodist Church for adverse abandonment and discontinuance authority for the rail line in Hartwell, Georgia, between Athens Street and the end of the rail line at South Forest Avenue. I requested your contact information from the Church.

I have owned a warehouse on the north side of the railroad right-of-way between Webb Street and Jackson Street since July, 2000. I operate a candle business and utilize storage at this location. The property at one point was owned by R. P. Clinkscales. Adjacent to my building are some tracks that I believe were originally installed as a sidetrack to allow the original railroad to provide service to Clinkscales. I understand a copy of the Clinkscales Industrial Sidetrack Agreement was included as an exhibit to the Church's Application. Adjacent to my property the railroad owns a 12-foot wide right-of-way.

I understand that the railroad has indicated it has plans to reinstall the crossings of Webb Street and reconnect the tracks. I object to the return of active rail service adjacent to my building and to the use of the spur track for any purpose other than to serve my building. I do not believe the railroad has the right to use the spur track for other purposes, and I have the right, as the successor owner to Clinkscales, to terminate the Sidetrack Agreement at any time on 60 days' notice.

I am not aware of any businesses along the line that need or want railroad service. I have heard the railroad may try to use the line for long-term storage of old, unused rail cars. Such use would not be compatible with the nature and character of Hartwell, and would in fact hinder the downtown development. Use of the tracks for car storage does not seem necessary since the railroad has unused track on the west side of Athens Street, and has long stored rail cars on its tracks closer to Bowersville.

Since the time that the railroad stopped providing service behind our building, the character of this area of Hartwell has changed. There are currently no rail served industries along the line,

former customers having closed, or like our location, no longer require rail service. There has been an attempt to bring more people into downtown. TORCH is developing the end of the line and the depot area as a public space for a park, play ground and farmers' market, and has plans ultimately to expand to the right-of-way between Jackson Street and Webb Street behind our building. Since the right-of-way is only 12-foot wide, the public use by TORCH is clearly inconsistent with active railroad operations or storage of rail cars.

I support the request of the Church to require that the railroad permanently abandon the rail line.

Respectfully,



Rick Glasco
President, Owner
Glasco Properties, LLC
P. O. Box 1148
Hartwell, Georgia 30643
Phone # 706-201-6220

Cc: Joe Whittemore, Hartwell First UMC, 200 E. Howell Street, Hartwell, Georgia 30643

ATTACHMENT 11

May 24, 2017

Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
295 E Street SW
Washington, DC 20024

Re: Hartwell First United Methodist Church – Adverse Abandonment and Discontinuance
Docket No. AB 1242
Comments of Kay Chapman

Dear Ms. Brown:

This letter is to support the request of Hartwell First United Methodist Church for adverse abandonment and discontinuance authority for the rail line in Hartwell, Georgia, between Athens Street and the end of the rail line at South Forest Avenue. I requested your contact information from the Church.

We have owned a building on the south side of the railroad right-of-way between Jackson Street and South Forest Avenue since January 2012. We rent the building to Savannah River Productions, Inc and they utilize the building for rehearsal and performance space. Adjacent to my building are some tracks that I believe were constructed as the main line of the original railroad to provide rail service to Depot Street businesses. The 1916 Valuation Map recorded by Hartwell Railroad has a sidebar note indicating that there is no right-of-way deed recorded for these tracks. The railroad claimed a 12-foot wide right-of-way even though they had no right to such property.

I understand that the railroad has indicated it has plans to reinstall the crossings of Webb Street and reconnect the tracks. I have objected to the use of my property and the return of active rail service adjacent to my building by constructing a fence over the line. I do not believe the railroad has the right to use the track on my property for any purposes.

I am not aware of any businesses along the line that need or want railroad service. I have heard the railroad may try to use the line for long-term storage of old, unused rail cars. Such use would not be compatible with the nature and character of Hartwell, and would in fact hinder the downtown development. Use of the tracks for car storage does not seem necessary since the railroad has unused track on the west side of Athens Street, and has long stored rail cars on its tracks closer to Bowersville.

Since the time that the railroad stopped providing service behind our building, the character of this area of Hartwell has changed. There are currently no rail served industries along the line, former customers having closed, or like our location, no longer require rail service. There has been an attempt to bring more people into downtown. TORCH is developing the end of the line and the depot area as a public space for a park, play ground and farmers' market. Since the right-of-way is only 12-foot wide, the public use by TORCH is clearly inconsistent with active railroad operations or storage of rail cars.

I support the request of the Church to require that the railroad permanently abandon the rail line.

Respectfully,

Kay Legg
Member, Legg Family Investments Inc.
86 South Forest Avenue
Hartwell, Georgia 30643
Phone # 706-498-3648

Andrea Bradford
Member, Legg Family Investments, Inc.
86 South Forest Avenue
Hartwell, Georgia 30643
Phone # 706-498-7118

Cc: Joe Whittemore, Hartwell First UMC, 200 E. Howell Street, Hartwell, Georgia 30643

ATTACHMENT 12

Subject: Revised Letter for your documentation
From: "Wilbur Chapman" <kchapman@hartcom.net>
Date: 5/23/2017 4:41 PM
To: "Joe Whittemore" <wscpsa@hartcom.net>

Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
295 E Street, SW
Washington, DC. 20024

RE: Hartwell First United Methodist Church – Adverse Abandonment and Discontinuance
Docket No. AB 1242
Comments of Wilbur K. Chapman

I file this letter to support the request of Hartwell First United Methodist Church for adverse abandonment and discontinuance of the rail line in Hartwell, Georgia between Athens Street and the end of the line at South Forest Avenue.

I own a residential property located at 56 East Howell Street in Hartwell. It is situated between Athens Street and Bank Avenue on the north side of the railroad right-of-way. A present my granddaughter is living in the home as her personal residence. I have lived in Hartwell most of my entire life and know firsthand there has been no rail service in the downtown area for many years. There is no need for rail service because the character of the city has changed. Industries and even businesses that years ago utilized this rail service no longer exist between Athens Street and the end of the line at South Forest Avenue. The Church has expanded their facilities to improve the area. The old train depot and Railroad Street between Webb Street and South Forest Avenue is being developed for a public park and farmers market.

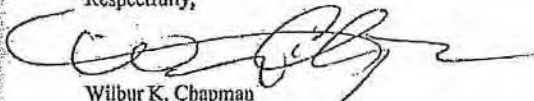
I have heard the railroad may use this section of rail line for long term storage of old or unused rail cars. As a matter of fact an old dilapidated caboose and old passenger car are presently stored on this rail line within view of my property. This condition negatively influences my property value as well as adjoining property owners like me whose property fronts the railroad and is within view of the old rail cars.

If rail cars are to be stored along this section of rail line it would be incompatible with the nature and character of the city and would undoubtedly hinder downtown development. It will also be an eye sore the city and permanently have a negative effect on property values that have frontage along this portion the rail line. Further, rail car storage in this area is not even necessary since miles of track is available West of Athens Street where cars are presently being stored between Hartwell and Bowersville, Georgia.

I am in support of the Church request to require the railroad permanently abandon the rail line between Athens Street and South Forest Avenue in the City of Hartwell, Georgia.

I have requested your contact information from the Church.

Respectfully,



Wilbur K. Chapman
25 C and C Circle
Hartwell, Georgia 30643
Phone # 706-376-5620