

LAW OFFICES OF
LOUIS E. GITOMER, LLC

LOUIS E. GITOMER
Lou@lgraillaw.com

MELANIE B. YASBIN
Melanie@lgraillaw.com
410-296-2205

600 BALTIMORE AVENUE,
SUITE 301
TOWSON, MARYLAND 21204-4022
(410) 296-2250 * (202) 466-6532
FAX (410) 332-0885

301375

December 18, 2020

Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D. C. 20423

ENTERED
Office of Proceedings
December 18, 2020
Part of
Public Record

RE: Docket FD 36432, *Independence Rail Works Ltd.—Acquisition and Operation
Exemption—Byesville Scenic Trails, LLC*

Dear Ms. Brown:

CSX transportation submits the attached response to the decision served on November 19, 2020 in the above-entitled proceeding.

This response is being efiled. Thank you for your assistance. If you have any questions please call or email me.

Sincerely yours,

Louis E. Gitomer

Louis E. Gitomer
Attorney for CSX Transportation, Inc.

Attachment

BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. FD 36432

INDEPENDENCE RAIL WORKS LTD.—ACQUISITION AND OPERATION
EXEMPTION—BYESVILLE SCENIC TRAILS, LLC

CSX TRANSPORTATION, INC. RESPONSE

Steven Armbrust, Esq.
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202
(904) 359-1229

Louis E. Gitomer, Esq.
Law Offices of Louis E. Gitomer
600 Baltimore Avenue, Suite 301
Towson, MD 21204
(410) 296-2250
Lou@lgraillaw.com

Attorneys for: CSX TRANSPORTATION,
INC.

Dated: December 18, 2020

BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. FD 36432

INDEPENDENCE RAIL WORKS LTD.—ACQUISITION AND OPERATION
EXEMPTION—BYESVILLE SCENIC TRAILS, LLC

CSX TRANSPORTATION, INC. RESPONSE

CSX Transportation, Inc. (“CSXT”) responds to the request by the Surface Transportation Board for additional information requested in *Independence Rail Works Ltd.—Acquisition and Operation Exemption—Byesville Scenic Trails, LLC*, Docket No. FD 36432 (served November 19, 2020) (the “*FD 36432 Decision*”).

Although there is a disparity in the milepost designations, as explained in the attached Verified Statement by Elizabeth Walsh, the Valuation Stations in the underlying documents clearly identify the cut point/terminus for the sale and lease. The northern cut point/terminus for the sale to Cambridge-Guernsey County Community Improvement Corporation (“CIC”) on September 18, 2000 is a point that is 88-feet north of the north boundary of Main Street at Valuation Station 2647+60. See Exhibit A-6 to Lease to Ms. Walsh’s Verified Statement. The southern cut point/ terminus for the lease to Columbus and Ohio River Rail Road Company (“CUOH”) is VS2647+60, 88-feet north of the north boundary of Main Street. See Exhibit B – Quit Claim Deed to Ms. Walsh’s Verified Statement.

In the instant proceeding, the Independence Rail Works LTD. (“IRW”) filed a petition for exemption under 49 U.S.C. § 10502 from the prior approval requirements of 49 U.S.C. § 10901

to authorize retroactive after-the-fact the acquisition and operation of 3.6 miles of track in Guernsey County, Ohio, extending from milepost 4.9 to milepost 8.5 (the Line).

The Surface Transportation Board requested CSXT, CUOH, and IRW to “provide all relevant information relating to the ownership of this segment of track.” *FD 36342 Decision*, at 3. CSXT has provided the verified Statement of Ms. Elizabeth Walsh and the relevant documents underlying the lease to CUOH and the sale to CIC.

The cut points and termini are at the same location, where the southern end of the property that CUOH has leased from CSXT terminates and the northern end of the property that IRW has acquired meet. There is no overlap between the lease and the sale.

Respectfully submitted,

/s/ *Louis E. Gitomer*

Steven Armbrust, Esq.
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202
(904) 359-1229

Louis E. Gitomer, Esq.
Law Offices of Louis E. Gitomer
600 Baltimore Avenue, Suite 301
Towson, MD 21204
(410) 296-2250
Lou@lgrailaw.com

Attorneys for: CSX TRANSPORTATION,
INC.

Dated: December 18, 2020

CERTIFICATE OF SERVICE

I hereby certify that I have caused the Response of CSX Transportation, Inc. to be served electronically or by first class mail, postage pre-paid on the following parties of record:

Cambridge-Guernsey County Community Improvement Corporation
cgccic@frontier.com

Allison M. Fergus
Genesee & Wyoming Inc. (parent company of Columbus and Ohio River Railroad)
afergus@gwrr.com

Kelvin J. Dowd
Independence Rail Works Ltd.
kjd@sloverandloftus.com

Jerry Taylor
Mar-Zane, Inc.
j.taylor@shellyandsands.com

Eric Hocky
ehocky@clarkhill.com

Byesville Scenic Trails, LLC
P.O. Box 427
Sugar Creek, OH 44681

/s/ *Louis E. Gitomer*

Louis E. Gitomer
December 18, 2020

BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. FD 36432

INDEPENDENCE RAIL WORKS LTD.—ACQUISITION AND OPERATION
EXEMPTION—BYESVILLE SCENIC TRAILS, LLC

VERIFIED STATEMENT OF ELIZABETH WALSH

My name is Elizabeth Walsh. I am Senior Real Estate Supervisor, Title for CSX Transportation, Inc. (“CSXT”). I have worked in CSXT Real Estate for 15 years. I am responsible for establishing and describing the legal boundaries of property that is sold and leased by CSXT. The purpose of this Verified Statement is to clarify the end points of the lease of a railroad line to the Columbus and Ohio River Rail Road Company (“CUOH”) and the sale to the Cambridge-Guernsey County Community Improvement Corporation (the “CIC”) do not overlap.

CUOH leased from CSXT the line of railroad between Cambridge (milepost (“MP”) 0.0) and Byesville, OH (MP 5.14) (the “CUOH Line”), as a portion of a larger transaction. *Columbus & Ohio River R.R.—Acquis. & Operation Exemption—Rail Lines of CSX Transp., Inc.*, FD 34540 (STB served Dec. 20, 2004). CIC acquired a portion of a CSXT railroad line that had been authorized for abandonment under the offer of financial assistance procedures between MP 4.9 and MP 8.5 (the “IRW Line”). *CSX Transp., Inc.—Aban. Exemption—in Guernsey & Noble Cntys., Ohio*, AB 55 (Sub-No. 569X) (STB served Aug. 11, 1999).

Independence Railworks Ltd. (“IRW”) acquired the IRW Line, which it believed to be private track not subject to the jurisdiction of the Surface Transportation Board (the “Board”).

The Board has asked CSXT, CUOH, and IRW to clarify what appears to be an overlap in the interests of CUOH and IRW in the property between MPs 4.9 and 5.14.

I have reviewed the Lease between CSXT and CUOH and the specific legal description of the segment in Exhibit A-6 (copy attached) to the Lease. With respect to the sale of the IRW Line to CIC, I have reviewed the description on page 1 of the Quit Claim deed, Exhibit A, B and B-1, also of the Quit Claim Deed (copy attached). The specific Val Stations and physical monuments on the ground definitively locate the cut points and the property covered by each transaction.

The confusion appears to arise from the MP designation of 4.9 and 5.14. MP designations are not the best descriptors for cut points because they can be fluid at best, depending on who is making the measurements, what they are using to measure, and whether or not the MP were moved. Val Stationing is much more mathematically accurate and from a survey perspective, tying in a monument on the ground increases the accuracy significantly.

Based on my review of the relevant documents, the northern boundary of the CIC, now IRW Line is at Val Station 2647+60, being 88' north of the north boundary of Main Street. The southern boundary of the CUOH Line is at Val Station 2647+60, being 88' north of the north boundary of Main Street. The legal descriptions of the two lines are adjacent and do not overlap.

I, Elizabeth Walsh, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this Verified Statement.

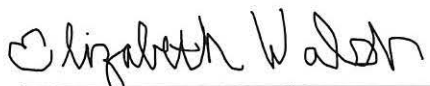
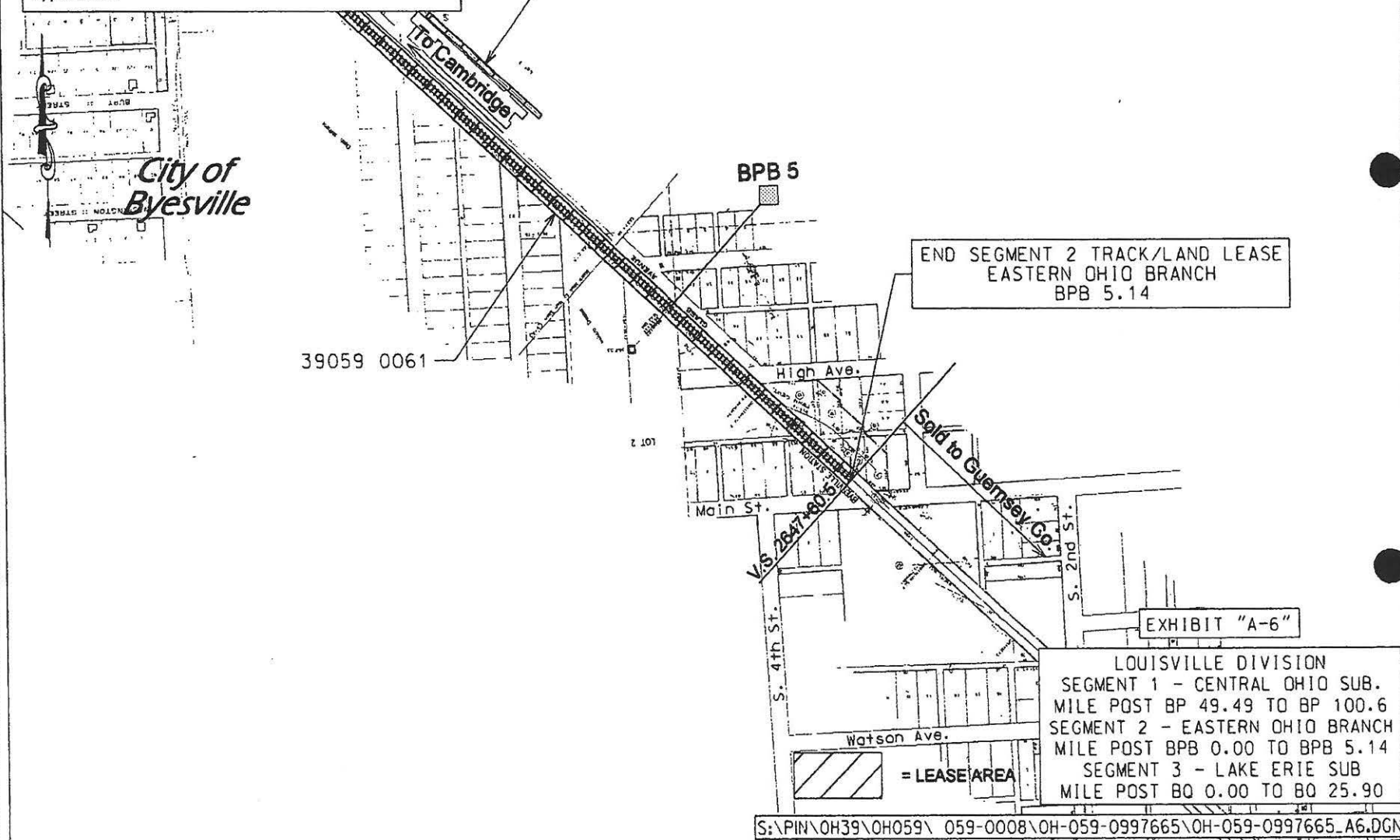

Elizabeth Walsh
Executed December 17, 2020

EXHIBIT A-6 to Lease

This Railroad Valuation Map Exhibit Graphically Represents A Proposed Real Estate Transaction. It May Not Reflect Current "On The Ground" Conditions And / Or Actual Locations Of Features. All Dimensions, Offset Distances, Area Calculations And Measurement Notations, Shown On This Exhibit Are Approximate.



CSX TRANSPORTATION, INC. SITE ID: OH-059-0997665 - EAST OF COLUMBUS, OHIO - PROPOSED LEASE OF TRACK AND LAND	DATE: 10-25-04	CITY: BYESVILLE	VAL. SECT.: V 125.3	GIS NUMBERS: 12205;	PIN NUMBERS: 39059-0061
	SCALE: 1" = 400'	STATE: OH		12204;	39059-0008
	DRAWN BY: LARRY FENWICK	FIPS: 39059	MAP No: 3A; 3B;	et. al.	et. al.
	REVISED:	DWG #: 0997665_A6	et. al.		

Quit Claim Deed

200000006496
Filed for Record in
GUERNSEY COUNTY, OHIO
COLLEEN WHEATLEY
On 10-06-2000 At 11:30 am.
DEED 50.00
OR Book 256 Page 95 - 105

PIN 39059-0061

COPY

*This copy for
Gordon Kelly*

200000006496
CAMBRIDGE-GUERNSEY COUNTY IMPROVEMENT
PICK UP

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 18th day of September, 2000, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, and whose Tax Identification Number(s) is/are 54-6000720, hereinafter called "Grantor", and CAMBRIDGE-GUERNSEY COUNTY COMMUNITY IMPROVEMENT CORPORATION, whose mailing address is 806 Cochran Avenue, Cambridge, OH 43725, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, all right, title and interest of Grantor, if any, in and to that certain tract or parcel of land situate, lying and being between Byesville (MP BPB-4.9, Val Station 2647+60) and Derwent (MP BPB-8.5, Val Station 2834+40), all in Guernsey County, Ohio, hereinafter designated "the Premises," more particularly shown on general location map identified as Exhibit A, described in Exhibit B, and more particularly shown on Exhibits B-1, B-2, C-1, C-2, C-3 and C-4, attached hereto and incorporated herein, and containing 21.44 acres, more or less; SUBJECT TO that certain General Agreement dated February 25, 1958, between the Baltimore and Ohio Railroad Company, a predecessor of Grantor, and Ohio Power Company covering various wire line crossings.

TOGETHER WITH all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, waters, privileges, hereditaments and appurtenances to said Premises belonging or in anyway incident or appertaining.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever.

Complied With
Tony Brown, Auditor \$3.00
Transfer Fee

OCT 05 2000

Conv. Fee None
Transferred
Section 31954 Ohio R.C.

BOOK 256 PAGE 95

OH39-39-059-0061-QC-CSXT-CIC
FUTURE TAX MAP TRANSFER
TONY BROWN
GUERNSEY COUNTY AUDITOR
DELMAR E. GEORGE
GUERNSEY COUNTY ENGINEER
DATE: 10-5-00
DEPUTY: [Signature]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

CSX TRANSPORTATION, INC.:

Betty D. Jones
Betty D. Jones

Mary L. Huston
Mary L. Huston

By: J. Randall Evans
Print Name: J. Randall Evans
Print Title: Vice President

Attest Nicholas S. Yovanovic (SEAL)
Assistant - Secretary
Print Name: Nicholas S. Yovanovic

This instrument prepared by
or under the direction of:

William C. Basney

William C. Basney, Esq.
Senior Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

RETURN TO: Cambridge-Guernsey County Community
Improvement Corp.
806 Cochran Avenue
Cambridge, OH 43725

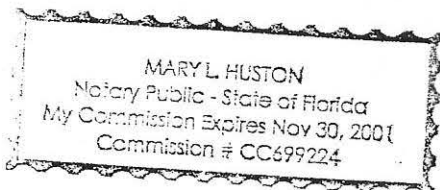
STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

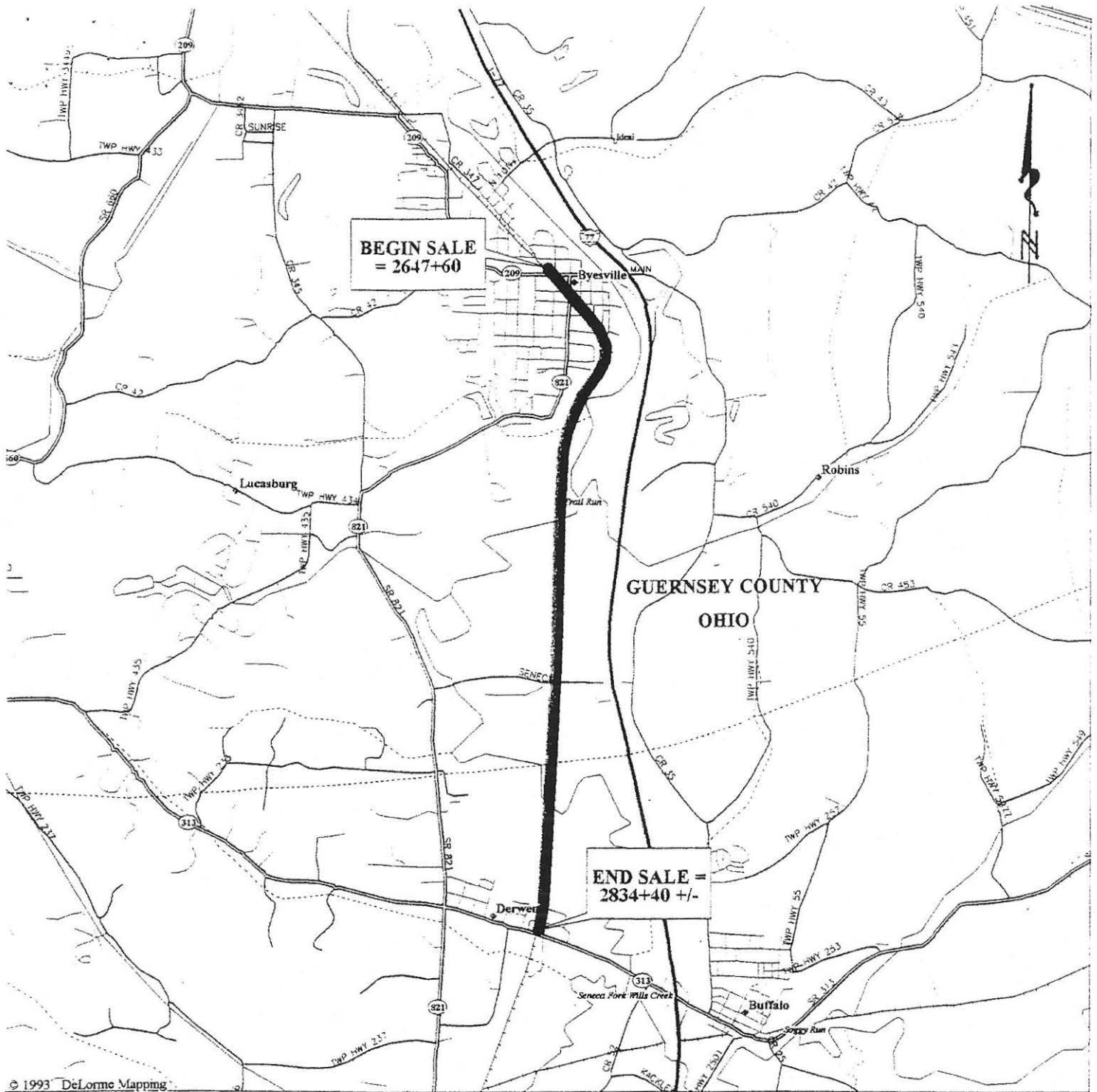
I, Mary L. Huston a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came J. Randall Evans, (X) to me known, and/or () proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: (s)he resides in Jacksonville, Duval County, Florida; (s)he is Vice President, of CSX Transportation, Inc., the corporation described in and which executed said instrument; (s)he is fully informed of the contents of the instrument; (s)he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; (s)he signed his/her name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 18th day of September, 2000.

My commission expires on: Nov 30, 2001

Mary L. Huston (SEAL)
Notary Public
Print Name: MARY L. HUSTON





© 1993 DeLorme Mapping

LEGEND

- | | |
|----------------------|--------------------|
| State Route | Major Street/Road |
| Town, Small City | Interstate Highway |
| Interstate, Turnpike | State Route |
| County Boundary | Railroad |
| Population Center | River |
| Street, Road | Intermittent River |
| Hwy Ramp | Airfield |

AREA TO BE CONVEYED = 3.54 MILES +/- OR 21.44 ACRES +/-

CSX REAL PROPERTY, INC.

EXHIBIT A

GENERAL LOCATION MAP OF AREA TO BE CONVEYED.
TO
GUERNSEY COUNTY COMMUNITY IMPROVEMENT CORPORATION

GUERNSEY COUNTY
Val. Maps: 125.3 / 3B, 3C, 4A & 4B
GIS: V.12205, 12206, 12208 & 12209

OHIO
Date: 04-17-00
By: JLS

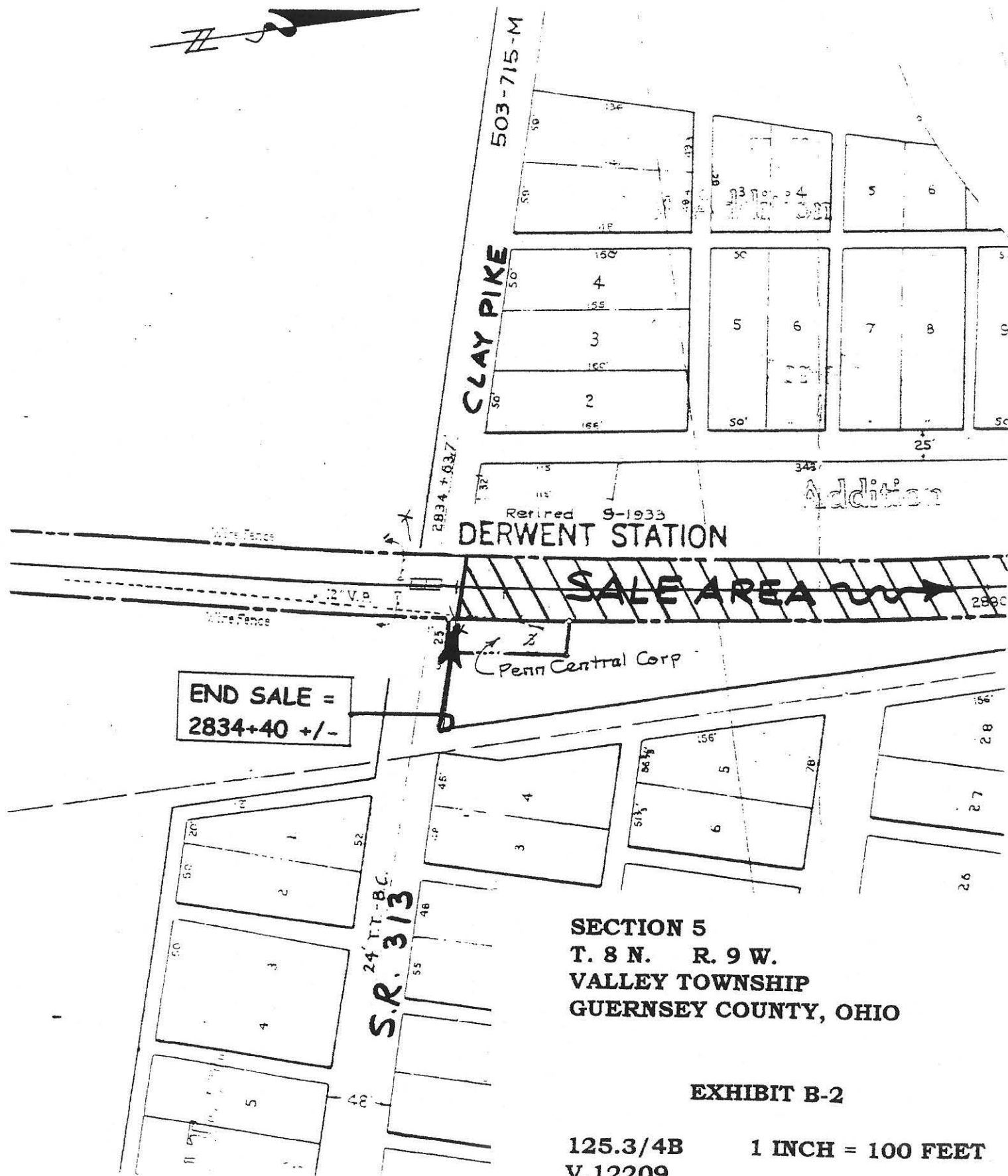
EXHIBIT B

Description of property at: Byesville to Derwent, Guernsey County, OH
To: Cambridge-Guernsey County Commission Improvement Corporation
CSXT Deed File No.: Site ID OH-059-0995303

A strip of land fifty ft. (50') in width situate in Sections 11, 20 and 21 in Township 1 North, Range 3 West, and ML 1 and 2 in Section 15 in Township 1 North, Range 2 West, and ML 5 and in Section 5 in Township 8 North, Range 9 West, all in Guernsey County, Ohio, lying twenty-five ft. (25') on either side of the following described centerline:

Commencing at the point of intersection of the centerline of Grantor's railroad track with the centerline of Main Street at Byesville; thence in northwesterly direction along the centerline of the railroad track a distance of 88 ft., more or less, to the **TRUE POINT OF BEGINNING** at Railroad Valuation Station 2647+60, such BEGINNING POINT being indicated on a fragment print of Grantor's Railroad Valuation Map 125.3, sheet 3B, marked Exhibit B-1, attached hereto; thence extending generally in a southerly direction along the centerline of the railroad track a distance of 3.54 miles, more or less, to the ENDING POINT at the point of intersection of the centerline of the railroad track at or near Railroad Valuation Station 2834+40 with the north line of State Route 313 at Derwent, such ENDING POINT being indicated on a fragment print of Grantor's Railroad Valuation Map 125.3, sheet 4B, marked Exhibit B-2, attached hereto; containing 21.44 acres, more or less, as shown in detail on Grantor's Railroad Valuation Maps 125.3, sheets 3B, 3C, 4A and 4B, inclusive, reduced copies of which are marked Exhibits C-1 through C-4, inclusive, attached hereto.

BEING a portion of the property acquired by The Baltimore and Ohio Railroad Company, a predecessor of Grantor, from The Connecting Railway, by deed dated March 30, 1976, recorded among the Public Land Records of Guernsey County, Ohio, in Book 337, Page 837.



END SALE =
2834+40 +/-

Refined 9-1933
DERWENT STATION

SALE AREA

Penn Central Corp

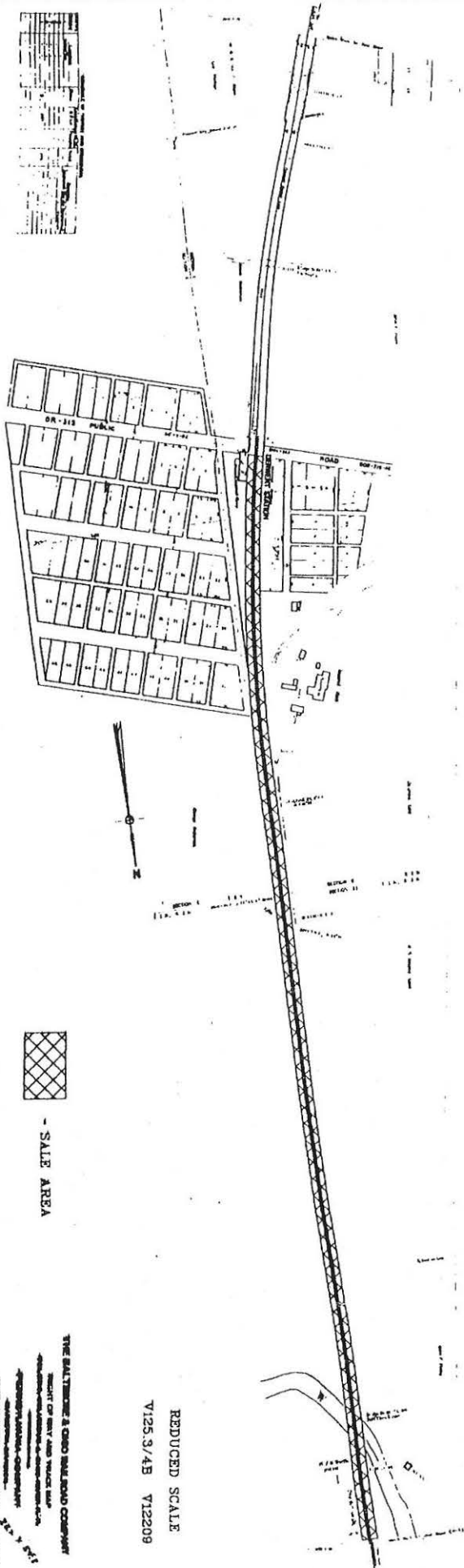
SECTION 5
T. 8 N. R. 9 W.
VALLEY TOWNSHIP
GUERNSEY COUNTY, OHIO

EXHIBIT B-2

125.3/4B V.12209 1 INCH = 100 FEET

QUEENSBY COUNTY, OHIO
WALTON TOWNSHIP

EXHIBIT C-1



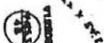
REDUCED SCALE
V125.3/4B V12209

- SALE AREA



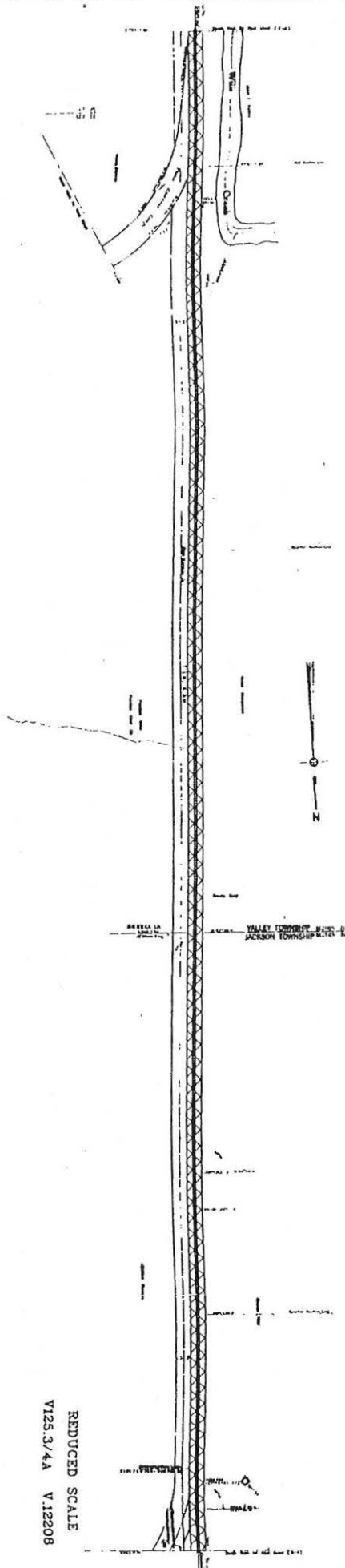
THE BALTIMORE & OHIO RAILROAD COMPANY

RECEIVED BY THE BALTIMORE & OHIO RAILROAD COMPANY
V125.3/4B V12209



GLSENSEY COUNTY, OHIO

EXHIBIT C-2



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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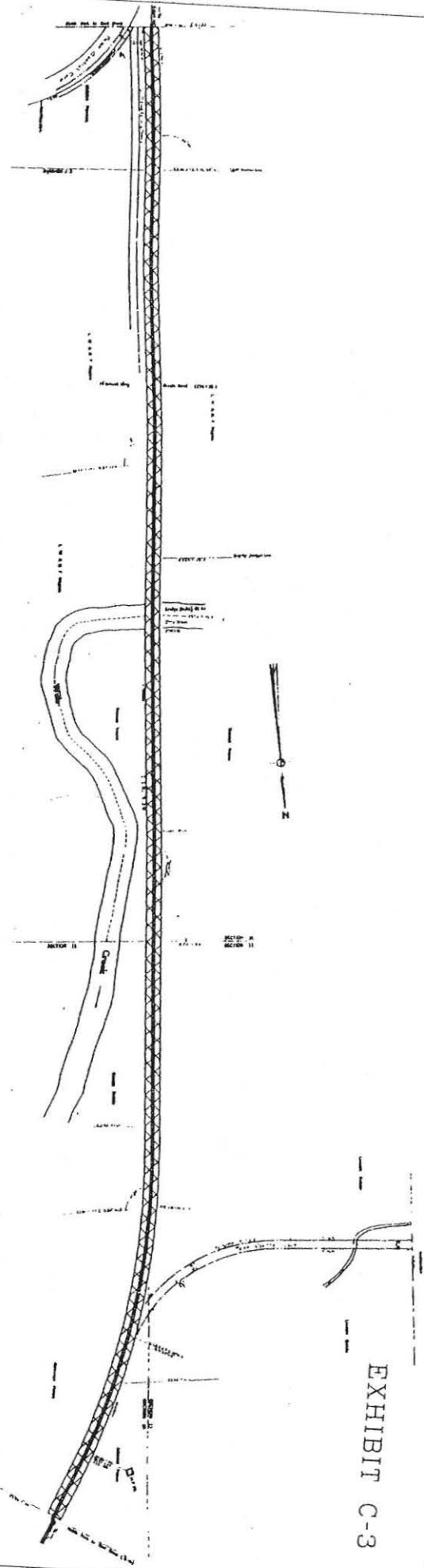
SALE AREA

REDUCED SCALE
V125.3/4A V.12208

THE BALTIMORE & OHIO RAILROAD COMPANY
DEPT. OF RAIL AND TRUCK SALE
BALTIMORE, MARYLAND
V125.3/4A V.12208
V125.3/4A V.12208
V125.3/4A V.12208

GLENN COUNTY, OHIO
JORDAN TOWNSHIP

EXHIBIT C-3



SALE AREA

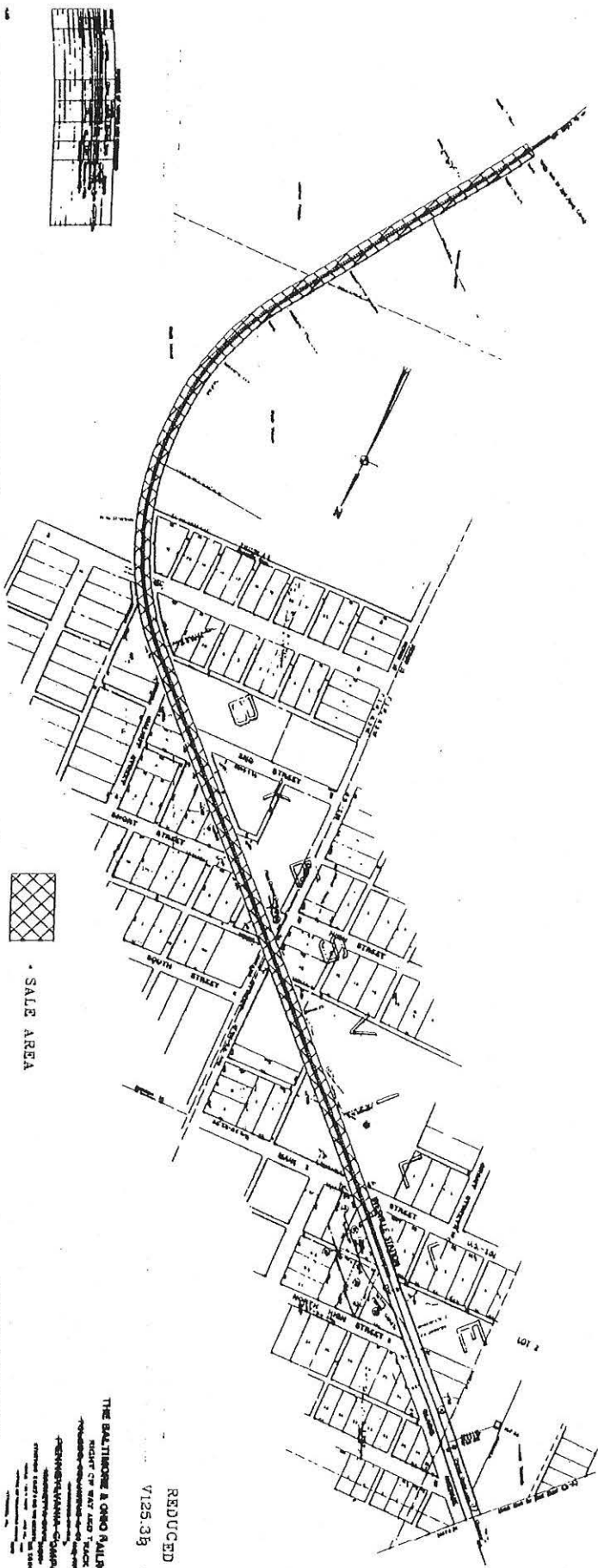
PROPOSED RAILROAD TRACKS

THE BALTIMORE & OHIO RAILROAD COMPANY
DIVISION OF WAY AND TRACK MAPS
COLUMBUS, OHIO
V.125.3C V.12206



CLERMONT COUNTY, OHIO
JACKSON TOWNSHIP

EXHIBIT C-4



SALE AREA

COPIED FROM PLAT, 17-18-19-20

THE BALTIMORE & OHIO RAILROAD COMPANY
PLAT OF THE BALTIMORE & OHIO RAILROAD COMPANY
FOR THE BALTIMORE & OHIO RAILROAD COMPANY
V.125.38 V.12205
V.12205
V.12205

REDUCED SCALE
V.125.38 V.12205

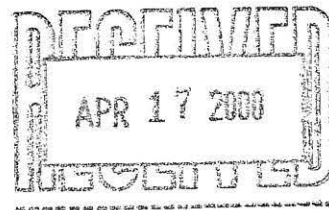




Joanna M. Griffith
Director – Route Structures
Asset Management

500 Water Street, J200
Jacksonville, FL 32202
Tel. (904) 633-1475
Fax (904) 633-1565
E-Mail: Joanna_Griffith@csx.com

April 10, 2000



Ms. Susan Robertson
Cambridge-Guernsey County Community Improvement Corporation
806 Cochran Avenue
Cambridge, OH 43725

RE: STB Docket No. AB-55 (Sub-No. 569X)
CSX Transportation, Inc. – Abandonment Exemption in Guernsey and Noble Counties, Ohio
Rail Line between Byesville, OH (milepost 4.9) and Derwent, OH (milepost 8.5)

Dear Ms. Robertson:

By its decision served August 11, 1999, the Surface Transportation Board authorized the sale of the above referenced rail line, owned by CSX Transportation ("CSXT"), to the Cambridge-Guernsey County Community Improvement Corporation ("CIC") for a price of \$93,000. Conveyance shall be by quitclaim deed. The property to be conveyed is shown on Exhibit A attached hereto.

Under the circumstances, we are willing to forego our standard Purchase and Sale Agreement with the appropriate signature accepting this letter of understanding as confirmation of the conveyance outlined above. When you return our copy of the executed letter agreement, we will promptly forward a draft of the deed for your legal review prior to conveyance.

Please have this document executed in the space provided below and return it to my attention in order to expedite the closing of the transaction. Thank you.

Sincerely,

Joanna M. Griffith

ACKNOWLEDGED AND ACCEPTED this 25th day of July, 2000.

CAMBRIDGE-GUERNSEY COUNTY COMMUNITY IMPROVEMENT CORPORATION

By: *[Signature]*

Title: PRESIDENT

CSX TRANSPORTATION, INC.

CERTIFICATE RE EXECUTION OF DOCUMENTS

I, PATRICIA J. AFTOORA, Vice President and Corporate Secretary of CSX TRANSPORTATION, INC., do hereby certify that the attached excerpt marked Exhibit "A" from the minutes of the action of the Board of Directors of this corporation dated January 2, 1992, governing instructions with respect to the execution of deeds, leases, contracts, and other documents to which this corporation may be a party to be true and correct and in force as of this date.

I do hereby further certify that J. Randall Evans is a duly elected Vice-President of CSX TRANSPORTATION, INC., and in this capacity is authorized to execute any and all contracts, agreements and other documents in accordance with the resolutions referred to above as provided in Item (8) of said Exhibit.



Vice President and Corporate Secretary of
CSX TRANSPORTATION, INC.

Jacksonville, FL

10-2-88

CSX TRANSPORTATION, INC.

Excerpt from minutes of director's action without meeting as of January 2, 1992

INSTRUCTIONS GOVERNING THE ACQUISITION, DISPOSITION, OR
ENCUMBRANCE OF PROPERTY OR RIGHTS THEREIN, CAPITAL
EXPENDITURES, CONTRACTUAL OBLIGATIONS, THE ISSUANCE
OF SECURITIES, AND THE EXECUTION OF DEEDS, LEASES,
CONTRACTS, AGREEMENTS, AND OTHER DOCUMENTS
TO WHICH THIS CORPORATION MAY BE A PARTY

RESOLVED, that, effective January 1, 1992, the following instructions will apply to the acquisition, disposition, or encumbrance of property or rights therein, the authorization for capital expenditures, contractual obligations, the issuance of securities, and the execution and custody of deeds, leases, contracts, agreements, and other documents to which this corporation or any duly authorized agent of this corporation may be a party:

* * * * *

- (8) Unless prepared without deviation on standard forms previously approved by the legal department of this corporation, all deeds, leases, contracts, agreements, instruments to sell securities, notes, guarantees, consents, releases, reports, and other documents to which this corporation may be a party shall be submitted to such legal department for approval in advance of their execution, and such documents, except as otherwise provided herein, may be executed by the President and Chief Executive Officer, any Executive Vice-President, any Senior Vice-President or any duly elected Vice-President of the corporation, or any other person who has been so authorized by resolution of the Board of Directors or in writing by the President and Chief Executive Officer, but only after they shall have had all required approvals; and further that such letters of designation shall be filed with the Vice-President and Corporate Secretary of the corporation.

* * * * *

ASSIGNMENT

THIS AGREEMENT OF ASSIGNMENT, made and entered into this 28th day of September, 2000 by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter referred to as "Assignor," and, CAMBRIDGE-GUERNSEY COUNTY COMMUNITY IMPROVEMENT CORPORATION, whose mailing address 806 Cochran Avenue, Cambridge, Ohio 43725, hereinafter referred to as "Assignee"; WITNESSETH:

WHEREAS, by deed dated September 18, 2000, Assignor conveyed to Assignee certain property owned by Assignor between Byesville and Derwent, in the County of Guernsey, State of Ohio, as more particularly described in said deed to which reference is hereby made; and

WHEREAS, prior to said conveyance, Assignor, or its predecessor, entered into the agreements, as amended, shown on Exhibit A, attached hereto, covering lease or use of portions of said property.

WHEREAS, the original of each agreement is attached to the duplicate-original of this Assignment Agreement, and a copy of each agreement is also attached to the original of this Assignment Agreement; and

WHEREAS, Assignee desires, and Assignor is willing, since the property described in each agreement lies within the limits of the property conveyed from Assignor to Assignee by said deed, that Assignor also assign its interest in each agreement to Assignee;

NOW, THEREFORE, in consideration of the sum of One Dollar by each of the parties hereto paid to the other, the receipt of which is hereby acknowledged, and in further consideration of the premises and of the covenants and agreements herein contained, to be kept and performed by the parties hereto, it is mutually agreed as follows, to-wit:

1. Effective September 28, 2000, Assignor's interest in the aforementioned agreements shall be and is hereby assigned without recourse by Assignor to Assignee, it being expressly understood and agreed that Assignee shall be entitled to receive the rental, if any, to be paid to Assignor as set forth in each agreement subsequent to the effective date of this Assignment Agreement, with proper pro-ration of rental for the current year; however, rentals of less than \$500.00 per annum shall not be prorated.

2. Assignee hereby agrees, as of the effective date of this Assignment Agreement, to assume all of the responsibilities of Assignor pertaining to said aforementioned agreements.
3. Assignee hereby agrees to extend notice of this Assignment Agreement to the Lessee, Licensee or Grantee named in each agreement within thirty (30) days of the effective date of this Assignment Agreement.
4. Should Assignor discover or otherwise learn of any agreement(s) which were inadvertently omitted from this Assignment Agreement, Assignor will assign and forward such agreement(s) to Assignee.
5. The parties hereto further agree that this Assignment Agreement is not to be recorded.

IN WITNESS WHEREOF, Assignor hereto has executed this Assignment Agreement in duplicate the day and year first above written.

Witnesses:

CSX TRANSPORTATION, INC.:

By: Betty D. Jones
Betty D. Jones
Director – Real Estate Services
CSX Real Property, Inc.
Authorized to sign on behalf of
CSX Transportation, Inc.
By virtue of that certain
Property Management Agreement
and Limited Power of Attorney
dated as of March 1, 1990

[illegible]