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Office of Proceedings
June 16, 2022
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OWLETT & LEWIS, P.C.



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June 16, 2022

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

Re: Response to STB's Decision Issued on June 8, 2022
Growth Resources of Wellsboro Foundation -Abandonment Exemption
Tioga County, Pennsylvania
Surface Transportation Board Docket No. AB 1320X

Dear Ms. Brown:

I am legal counsel for Growth Resources of Wellsboro Foundation ("GROW"). Enclosed for filing in the above referenced docket is the response to the Surface Transportation Board's Decision issued on June 8, 2022.

If you should have any questions related to this filing, please contact me directly, either by telephone: 570-723-1451 or by email at BSD@OwlettLewis.com.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 

Brian S. Duff, Esquire

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB Docket No. AB 1320X

GROWTH RESOURCES OF WELLSBORO FOUNDATION

– ABANDONMENT EXEMPTION –

IN TIOGA COUNTY, PENNSYLVANIA

**Comment on behalf of Growth Resources of Wellsboro Foundation (“GROW”)
In Response to STB’s Decision Issued on June 8, 2022**

These comments, responsive to the Surface Transportation Board’s (STB) decision served June 8, 2022, are made on behalf of Growth Resources of Wellsboro Foundation (“GROW”), the owner of the subject Line.

The STB requested clarification on the following:

1. Ownership of the Line GROW seeks to abandon
2. Wellsboro & Corning R.R.’s operating rights over the Line
3. Wellsboro & Corning R.R.’s intention to discontinue service over the Line in conjunction with GROW’s proposed abandonment
4. Segment of the Line between Milepost 3.815 and Milepost 3.9
5. Updated map correcting southern endpoint of the Line

OWNERSHIP OF THE LINE GROW SEEKS TO ABANDON

On December 18, 1992, GROW and the Wellsboro and Corning Railroad Company (WCR) filed a Verified Notice for Exemption from Regulations Under 59 U.S.C. §10901 Pursuant to 49 C.F.R. §1150.31¹ enabling GROW’S acquisition and WCR’s operation of lines of railroad extending between Wellsboro, PA and Corning, NY.

A Purchase and Sales Agreement (Agreement) was entered into on the 30th day of December 1992, by and between GROW, and Consolidated Rail Corporation (“Conrail”). The Agreement is included as Exhibit A. The Agreement includes the right, title and interest of Conrail in and to the real estate and personal property comprising and constituting the following:

1. Corning Secondary Track (Line Code 2322) from Milepost 74.7 to Milepost 106.15

¹ <https://www.govinfo.gov/content/pkg/FR-1993-01-21/pdf/FR-1993-01-21.pdf>

2. Wellsboro Industrial Track (Line Code 2344) from Milepost 0.0 to the end of the line at Milepost 3.90

A closing was held on December 30, 1992, and a deed executed by Conrail transferring the following property to GROW (See Exhibit B – Deed):

1. **Steuben County, New York, Corning Secondary Line Code 2322** beginning at Railroad Mile Post 74.7, in Township of Erwin; the line would extend in a general southerly/southwesterly direction passing through the Township of Lindley to approximately Railroad Mile Post 85.6 being the county line of Steuben County, and the state line of New York.
2. **Tioga County, Pennsylvania, Corning Secondary Line Code 2322** beginning at the state line of New York at Railroad Mile Post 85.6 extending in a general southerly /southwesterly direction passing through the Township of Lawrence to Railroad Milepost 89.9 the beginning of 1976 railroad relocation as part of the Army Corp of Engineers, Tioga Hammond Lakes Flood Control Project, continuing through the Township of Tioga to the end of aforesaid relocation at approximately Railroad Mile Post 100.4 in the Township of Middlebury, continuing through the Township of Middlebury to Railroad Mile Post 106.15 near Wellsboro Junction in the Township of Delmar.
3. **Tioga County, Pennsylvania, Wellsboro Industrial Track, Line Code 2344** beginning at Railroad Mile Post 0.0 near Wellsboro Junction in the Township of Delmar passing through the Borough of Wellsboro to Railroad Mile Post 3.9 in the Township of Charleston.

Although the line is referred to as the Wellsboro Corning Railroad, the tax records for Steuben County New York, and Tioga County Pennsylvania continue to show GROW as the owner of the Line. The Line was never sold to Wellsboro Corning Railroad, or its subsidiaries. GROW continues to maintain ownership of the Line.

OPERATING AGREEMENT – GROW AND W&C RAILROAD, LLC

On January 1, 2008, GROW entered into an Operating Agreement with the W and C Railroad, LLC (W&C) for the purpose of operating freight and excursion passenger rail service (“Rail Service”). GROW agreed to accord W&C access to and use of the Railroad Premises, which included “all property of every kind and description, real, personal, and mixed, including right of way, roadbed, tracks, track material, poles, wire lines, signals, and other facilities, building and appurtenances located in the Counties of Steuben, New York and Tioga Pennsylvania. The Operating Agreement did not convey any ownership interest in or to the Railroad Premises to W&C.

According to the Operating Agreement, the term of the agreement “shall commence as of January 1, 2008 (the Commencement Date) and shall continue for a period of five (5) years unless terminated prior thereto in accordance with the provisions of this Agreement.” The Operating Agreement provided for two (2) additional five- (5) year terms unless either party provides written notice of its intent to terminate. The written notice must be received within one hundred eighty (180) days prior to the end of the then existing term. To date, neither party has terminated the Operating Agreement. (See Exhibit C)

The 2012 Verified Notice of Exemption under 49 CFR §1150.31 filed by W&C² identified WCR as the owner of “35.5 miles of rail line between milepost 109.90 at Wellsboro, PA and milepost 74.70 at Erwin, NY.” The Verified Notice of Exemption contained misleading information since the 35.5 miles of rail line was owned by GROW and not WCR. The milepost at Wellsboro, PA was also incorrectly identified as 109.9; the milepost is 3.9 and is part of the Wellsboro Industrial Track, Line Code 2344 (Railroad Mile Post 0.0 near Wellsboro Junction to Railroad Mile Post 3.9 in the Township of Charleston).

W&C’s INTENTION TO DISCONTINUE SERVICE OVER THE LINE

On January 1, 2022, an amendment to the 2008 Operating Agreement was executed by GROW and W&C. This amendment identifies GROW’s desire to abandon a portion of the rail line from Milepost .505 to MP 3.815, and W&C desire to eliminate the operation of the excursion train from the Rail Services provided. By way of the amendment, GROW agreed to remove the references to the passenger train services or excursion train from the Original Agreement, and W&C agreed to support the abandonment of the rail line from MP .505 to MP 3.815 to facilitate the extension of the Pine Creek Rail Trail into Wellsboro. (See Exhibit D – Addendum).

GROW and W&C intend to submit a jointly-filed Verified Notice of Exemption pursuant to 49 C.F.R. §1152.50, subpart F for GROW to abandon a segment of rail line and W&C to discontinue lease and operation authority for approximately 3.27 miles between Milepost 0.624 and Milepost 3.9 in Wellsboro, Tioga County, PA.

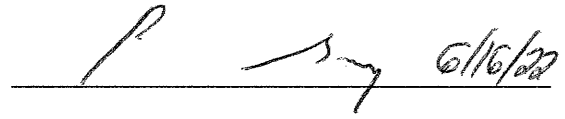
CORRECTION/CLARIFICATIONS TO NOTICE of EXEMPTION (STB DOCKET NO. AB 1320X)

1. The Notice of Exemption erroneously noted that GROW purchased the line in 2012; the line as stated previously in this document was purchased in 1992.
2. The rail line to be abandoned extends from Milepost 0.624 to Milepost 3.9. A revised map is submitted as Exhibit E.

By my signature below, I certify service upon W&C and the County of Tioga, by U.S. Mail, postage pre-paid, first class, this 16th day of June, 2022.

² <https://www.govinfo.gov/content/pkg/FR-2012-02-22/pdf/2012-3944.pdf>

Respectfully submitted,

A handwritten signature, likely of Brian S. Duff, is written over a horizontal line. To the right of the signature, the date "6/16/22" is handwritten.

Brian S. Duff Esquire
Owlett & Lewis, P.C.
One Charles Street
P.O. Box 878
Wellsboro, PA 16901
Phone: (570) 723-1451

ATTORNEY FOR GROWTH RESOURCES OF
WELLSBORO FOUNDATION

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB Docket No. AB 1320X

GROWTH RESOURCES OF WELLSBORO FOUNDATION

– ABANDONMENT EXEMPTION –

IN TIOGA COUNTY, PENNSYLVANIA

**COMMENT ON BEHALF OF GROWTH RESOURCES OF WELLSBORO FOUNDATION (“GROW”)
IN RESPONSE TO STB’S DECISION ISSUED ON JUNE 8, 2022**

EXHIBIT A

**AGREEMENT BETWEEN GROWTH RESOURCES OF WELLSBORO FOUNDATION
AND
CONSOLIDATED RAIL COMPANY**

PURCHASE OF RAIL LINE

PURCHASE AND
SALE AGREEMENT

1

THIS AGREEMENT, entered into as of this 30th day of December, 1992, by and between GROWTH RESOURCES OF WELLS-BORO FOUNDATION, a Pennsylvania non-profit corporation ("Purchaser"), and CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation ("Conrail").

WHEREAS, Conrail owns and operates a line of railroad extending in a generally northerly direction from Wellsboro, Pennsylvania to Corning, New York, as more fully described below;

WHEREAS, Purchaser has offered to purchase, and Conrail desires to sell, Conrail's interest in the aforesaid line, subject to the terms and conditions contained herein; and

WHEREAS, Purchaser intends to operate, or designate a third party to operate, the property as a common carrier by railroad, and will, in either event, assume all common carrier obligations as to said line; and

WHEREAS, the parties have reached agreement concerning the terms and conditions of the aforesaid purchase and sale.

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

SECTION I

PURCHASE AND SALE OF LINE

A. Agreement and Description. Subject to the terms of this Agreement, Purchaser agrees to purchase from Conrail, and Conrail agrees to sell to Purchaser, all the right, title, and interest of Conrail in and to the real estate and personal property comprising and constituting Conrail's (i) Corning Secondary Track (Line Code 30-2322) from Milepost 74.7 to Milepost 106.15, and, (ii) Wellsboro Industrial Track from Milepost 0.0 to the end of the line at Milepost 3.90, both of which in the aggregate constitute approximately 35.35 route miles, as more particularly described in the forms of deed and bill of sale attached hereto as Appendices A and B, together with, and including, all

- (1) in-place main and side track and devices appurtenant thereto, including rail and other track materials,
- (2) ballast, ties, wires, pipes, conduits, poles, guys, structures, buildings, electrical or mechanical signal devices, bridges, culverts and all other appurtenant devices located thereon as of the date of this Agreement, and
- (3) all rights of Conrail, if any, in and to any leases, easements, licenses, permits, agreements (including, but not

limited to, utility agreements and side-track agreements), and privileges pertaining to the property, as hereinafter defined,

but excepting and reserving unto Conrail (i) those rights or interests identified as excepted or reserved in Appendix A, Appendix B, or elsewhere in this agreement; and (ii) all radio facilities, base stations, and other communication facilities now used by Conrail.

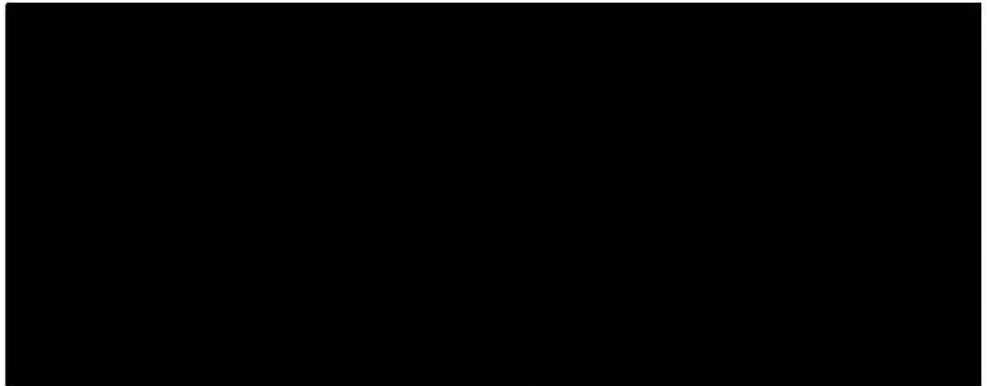
B. Definition of "Property". All the real and personal property, appurtenances, rights and interests to be conveyed as aforesaid are hereinafter referred to as the "Property."

C. Consideration. As consideration for the Property, Purchaser shall pay to Commonwealth Land Title Insurance Company, as Escrow Holder pursuant to an escrow agreement with Apex Property and Rail Exchange, Inc. ("Qualified Intermediary"), the sum [REDACTED]

[REDACTED] of which shall be payable at Closing (as hereinafter defined) by wire transfer of immediately available funds to a bank account designated by Commonwealth, and the remaining [REDACTED]

[REDACTED] shall be paid in like manner on or before February 1, 1993.

D. Allocation of Consideration. The consideration payable pursuant to Subsection C shall be allocated among the assets to be acquired as follows:



This allocation shall be binding on Conrail and Purchaser for all purposes, including federal tax purposes. Neither party shall allocate the consideration in a manner different from the foregoing schedule in any tax return or other document.

E. Title. Title to the Property shall be delivered at Closing by quitclaim deed and bill of sale in the forms attached hereto as Appendices A and B. Title shall be conveyed without covenants or warranties of any nature except those specifically set forth in this Agreement. Moreover, the conveyance shall be subject to all reservations, if any, contained in said deed or bill of sale and to

- (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets on, or crossing, the Property,

- (2) streams, rivers, creeks and waterways passing under, across or through the Property,
- (3) any and all existing tenancies, encumbrances, easements, rights, trackage rights (if any) held by other railroads (and the rights of their licensees and invitees), licenses, permits, privileges, agreements (including sidetrack and utility agreements), third party claims, covenants, conditions, restrictions, rights of re-entry, possibilities of reverter, existing laws and ordinances, and orders of regulatory agencies (concerning which see Section VII below),
- (4) any state of facts that an accurate survey and a prudent inspection of the Property would disclose, except as otherwise expressly provided herein; and
- (5) any pipes, wires, poles, cables, culverts, drainage courses and systems (and their appurtenances) on, in, under, over, through, or crossing the Property, together with the right of any person entitled thereto to maintain, repair, renew, replace, use or remove the same.

Said conveyance shall not be subject, however, to mortgage, tax or other liens for the payment of money. Conrail shall use its best efforts, and at its own cost and expense to obtain the release of any such liens prior to Closing, or within ninety (90) days thereafter. If Conrail is unable to obtain the release of any such liens before Closing or within 90 days after Closing, it will indemnify Purchaser for any cost or expense incurred by Purchaser as a result of any such liens.

F. Possession. Except as otherwise set forth in this Agreement, possession of the Property shall be delivered "as is," and subject to the provisions of Subsection E, above, on the date of Closing.

G. Like-Kind Exchange. Conrail has elected to utilize Apex Property and Rail Exchange, Inc. ("Qualified Intermediary") pursuant to a certain Master Agreement between Conrail and Qualified Intermediary dated as of December 2, 1991, as a qualified intermediary within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and Treas. Reg. §1.1031(k)-1(g), for the purpose of completing a tax-deferred exchange under said Section 1031. Conrail shall bear all expenses associated with the use of Qualified Intermediary or necessary to qualify this transaction as a tax-deferred exchange, and, except as otherwise provided herein, shall protect, reimburse, indemnify and hold harmless Purchaser from and against any and all

reasonable and necessary additional costs, expenses (including attorneys fees), and liabilities which Purchaser may incur as a result of Conrail's use of a qualified intermediary or the qualification of this transaction as a tax-deferred transaction pursuant to said Section 1031. Conrail's representations, warranties and other obligations under this Agreement, including liabilities allocated to it hereunder, shall not be affected by Conrail's use of Qualified Intermediary. Subject to the provisions provided above, Purchaser shall cooperate with Conrail with respect to this tax-deferred exchange, and shall, upon request of Conrail, execute such documents as may be required to effect said tax-deferred exchange.

SECTION II

GOVERNMENTAL APPROVALS

A. Preparation and Filing. Subject to the provisions of Subsection B, below, Purchaser, at its own cost and expense, shall prepare and file (and cause its designated operator, if any, to file) with any federal, state or local regulatory agency or department that has jurisdiction over all (or any parts of) the transactions contemplated by this Agreement all applications, petitions, requests, notices or other necessary filings, which shall include, but not be limited to, appropriate filings under 49 U.S.C. §10901 for Purchaser's acquisition and operation of the property and 49 U.S.C. §11343 for the trackage rights referred to in

Section III(A)(8) of this Agreement. Thereafter, Purchaser shall, and shall cause its designated operator to, do and take all such actions as are necessary and prudent to obtain the requisite approvals, other authorizations, or exemptions from the necessity of such approvals to permit consummation of the transactions contemplated by this Agreement at the earliest practicable date.

B. Review of Pleadings by Conrail. Conrail shall have the right to review in advance and approve all documents filed to obtain necessary regulatory approvals and, upon its approval of such documents, Conrail shall support fully the efforts of Purchaser to obtain such governmental approvals. Purchaser shall prepare and file such documents within seven (7) days after Conrail has provided its final approval of such documents.

C. Appellate Proceedings. Purchaser (on its own behalf and on behalf of its designated operator, if any) agrees at its own expense to oppose any petition to reopen, reconsider, vacate or stay any regulatory order, authorization, or exemption necessary to this transaction, or any part thereof, and to defend any judicial action brought by any person challenging or otherwise contesting any such regulatory action except that, if Purchaser's counsel advises that the agency's approval or authorization of the transaction or any contested act or omission of the agency in approving or authorizing the transaction is not likely to be

sustained, Purchaser shall not be obligated to pursue such appeal. Conrail shall support such efforts and defenses, and provide such assistance as Purchaser reasonably may require. Where Conrail's right to enter into this Agreement, or any Exhibit hereto, is contested, Conrail shall be responsible to defend such contest at its expense. If the result of such opposition or defense is adverse, neither Purchaser nor Conrail shall be obligated to pursue an appeal unless the other shall first agree to assume and pay one-half the cost thereof.

D. Responsibility for Labor Protection.

1. The parties hereto have entered into this agreement on the premise that no labor protective conditions will be imposed by the Interstate Commerce Commission ("ICC"). In the event the ICC should impose labor protection conditions, Purchaser (subject to its rights under Section III(A)(5) hereof to declare such conditions unacceptable and to refuse to close this purchase) shall be responsible for the costs of, and shall reimburse Conrail for, payments required to be made to employees of Conrail or Purchaser pursuant to any labor protective conditions imposed by the ICC as a condition to its exemption or approval of the sale and conveyance of the Property. Purchaser also agrees to be responsible and to reimburse Conrail for the costs of labor protective conditions imposed by the ICC in

connection with the trackage rights referred to in Section III A(8) of this Agreement.

SECTION III

CLOSING

A. Conditions Precedent. The obligations of the parties to effect Closing are subject to (1) the following conditions precedent, and (2) the provisions of Section VIII(C) hereof:

(1) Purchaser shall have received Federal, State and other public funds necessary to close and shall have received final approval of applications for additional public funds, necessary to rehabilitate the Property, which it is estimated will cost \$900,000.

(2) Purchaser shall have performed and complied with all terms and conditions that are required by this Agreement to be performed by Purchaser prior to Closing.

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

(4) Purchaser and its designated operator, if any, shall have obtained the requisite ICC exemption(s) or approval(s) of this transaction and, as of the date of Closing, such exemption(s) or approval(s) are in effect and not subject to a stay, restraining order or injunction with respect to approval of this transaction.

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

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

(7) The representations of Conrail set forth in Section VI hereof are true at Closing, or, if modified in writing by Conrail prior to or at Closing, such modifications are acceptable to Purchaser. An exception to the application of a representation shall be deemed a modification. If any such modification is not acceptable, Purchaser may terminate this Agreement under the terms of Section VIII(C)(1) hereof.

(8) Conrail and Purchaser's designated operator shall have executed (or at Closing shall execute) an interchange agreement, in the form of Appendix L attached hereto, for the purpose of facilitating the interchange of traffic between Conrail and Purchaser at Conrail's Gangs Mill Yard,

in Painted Post, New York. In addition, Conrail and Purchaser shall have executed (or at Closing shall execute) a trackage rights agreement in the form attached hereto as Appendix M to permit the interchange of traffic between Purchaser and the Delaware and Hudson Railway Company at Gangs Mill Yard.

(9) Purchaser is reasonably satisfied that the Quitclaim Deed and Bill of Sale to be delivered by Conrail will convey a sufficient interest in the Property to allow Purchaser to conduct common carrier rail freight operations thereon. The Quitclaim Deed and Bill of Sale will be presumed to be satisfactory unless Purchaser has advised Conrail of specific defects in the title not less than fifteen business days before the Closing date.

(10) Purchaser's designated operator, if any, shall have executed and delivered to Conrail a legally binding written undertaking, in the form attached hereto as Appendix N, to be governed by, and subject to the obligations, insofar as they are applicable, of Sections II(A) and (D), IV(B) through (F), VII, and VIII(E) of this agreement. Said undertaking shall not relieve Purchaser of its obligations under said sections.

B. Date and Place.

1. Closing will be held at the office of Conrail's Asset Development Department, Two Commerce Square - 16A, 2001 Market Street, Philadelphia,

Pennsylvania, on a mutually agreeable date ("Closing") that is not later than the later of (a) thirty (30) calendar days following the date of this Agreement, as specified in the preamble hereof, or (b) ten (10) business days after all the conditions precedent to closing set forth above have been waived or met.

2. Time. On the date when Closing takes place, it shall (except where otherwise herein provided) be deemed to have occurred at 11:59 P.M. on the Closing date.

C. Delivery of Documents.

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

(a) The aforesaid quitclaim deed or deeds and bill of sale in the forms of Appendices A and B, duly executed and acknowledged (and in sufficient number) to enable Purchaser to file such quitclaim deeds for recordation in each jurisdiction in which the real property is located.

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

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

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

(b) If, at any time subsequent to Closing, any security deposit or lease, license, agreement or other document pertaining to the Property and not previously delivered to Purchaser hereunder shall be found to exist, Conrail will promptly deliver said security deposit or

document to Purchaser, upon the execution by Purchaser of a receipt and release as provided in Paragraph (a) hereof. Purchaser will, upon request of Conrail or upon discovery thereof, return to Conrail any security deposit or lease, license, agreement or other document which does not pertain to the Property but which may have been delivered or paid to Purchaser in error.

3. At Closing, Purchaser shall deliver to Conrail the following:

(a) evidence of a completed wire transfer in [REDACTED] with Section I(C) hereof.

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

4. At or before Closing Purchaser or its designated operator shall sign, and deliver to Conrail for mailing by Certified Mail, letters in the form attached hereto as Appendix F, requesting all utilities providing electric, gas, water, telephone and other utility services to (a) terminate such services on the Property to Conrail and simultaneously commence providing such services to Purchaser or its designated operator, effective at Closing, (b) bill Purchaser or its designated operator for all services provided after Closing, and (c) refund to Conrail any payments, or portions thereof made by Conrail for services furnished after Closing and billed to Conrail. At its discretion Conrail

may evidence its consent to the aforesaid transfer by endorsing its approval thereof on the letters before mailing them.

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

D. Apportionments.

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

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

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

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

SECTION IV

RAIL SERVICE

A. Interim Operations. Except and to the extent required by unforeseen emergencies, from the date of execution of this Agreement until Closing (or until termination of this Agreement pursuant to its terms), Conrail shall not alter or modify the Property, except in the ordinary course of business, and shall conduct its operations on the Property in the ordinary course of business, consistent with its past practice, except that Conrail shall have no obligation to repair or restore the premises in the event of an

unforeseen casualty or other damage to the Property. In the event of such casualty or other loss, Purchaser may elect to terminate this agreement pursuant to Section VIII(C)(1) hereof, or to accept the Property in its condition at Closing without abatement of the purchase price and without recourse to Conrail for the condition of the Property.

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

C. Information Exchange. After Closing, the parties shall provide for the exchange of billing, transportation, accounting and traffic information via electronic data exchange in accordance with the schedule and procedures set forth in Appendix I attached hereto.

D. Interchange. The interchange of freight and equipment between Conrail and Purchaser or its designated operator after Closing shall occur at Conrail's Gangs Mill Yard, in Painted Post, New York (unless otherwise agreed in writing) and shall be governed by an interchange agreement in the form of Appendix L attached hereto and executed by Conrail and Purchaser's designated operator. Upon any discontinuance of operations by Purchaser's designated operator provision for continued interchange shall be governed by Section 14 of said Appendix L.

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

F. Car Supply. The Car supply agreement attached hereto as Appendix K is incorporated herein by reference.

SECTION V

INSPECTION OF DOCUMENTS

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

SECTION VI

REPRESENTATIONS OF CONRAIL

Conrail hereby represents to Purchaser that the following shall be true as of the day of Closing, except as modified in writing by Conrail on or prior to the date of Closing (in which event Section VIII(C)(1)(b) shall apply). Conrail makes no other representations, express or implied.

A. No affiliate of Conrail has any interest in any of the Property that Conrail is conveying to Purchaser by this Agreement.

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

C. Conrail presently conducts or holds itself out to conduct rail freight common carrier operations on the Property, and has done so continuously from the date of conveyance of the Property to it. To the best knowledge of Conrail, no application or petition for exemption for abandonment or discontinuance has been filed with the ICC pursuant to 49 U.S.C. §10903 or 49 U.S.C. §10505, or any regulations thereunder.

D. To the best knowledge of Conrail after reasonable investigation, and except as disclosed by Conrail to Purchaser prior to or at Closing, there is no civil, criminal or administrative proceeding, arbitration, or action pending before any court, administrative agency, or arbitration panel or any investigation, written claim or written notice brought to the attention of Conrail's Law Department, against or affecting the Property, or Conrail's right to conduct rail freight transportation operations on the Property, the result of which, in the opinion of Conrail counsel, is likely to result in an adverse decision that would materially and adversely affect Purchaser's ability to

conduct common carrier rail freight transportation operations on the Property after Closing.

E. To the best knowledge of Conrail, based upon a due diligence search of applicable records, there are no formal proceedings pending against Conrail before any administrative agency or court, based upon an allegation that a condition on the Property constitutes a violation of any environmental statute or regulation and the outcome of which, if adverse to Conrail, would (a) be an order or judgment enforcing such statute or regulation or directing the payment of fines, penalties or damages, and (b) have a material adverse effect on the safety, utility or value of the Property for railroad purposes, except as disclosed by Conrail to Purchaser prior to or at Closing.

F. Purchaser will not be required under any freight transportation contract to which Purchaser becomes assignee as a result of its purchase of the Property, to (a) provide services in excess of services required for common carrier rail service, (b) furnish rail equipment to shippers on the Property in excess of common carrier obligations to furnish equipment, or (c) pay allowances to shippers other than as provided by tariff.

SECTION VII

ALLOCATION OF LIABILITY

A. Definition of "Obligations". As used in this section, the term "Obligations" shall be broadly construed and shall include, without limitation, (1) legal obligations, responsibilities, and liabilities to any person, firm, or corporation or to any governmental body, and (2) the legal responsibility to assume losses, damages, and costs that (in both cases) arise out, or by virtue of, or pursuant to

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

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

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

Moreover, "Obligations," as defined herein, shall include, without limitation, obligations, responsibilities, losses, and liabilities in connection with, in respect to, or arising out of, (i) damage to or the loss of any property, or personal injury or the wrongful death of any person, (ii) costs and expenses incurred for any purpose whatsoever (including costs incurred for remedial or corrective action, containment, clean-up, repair work and response to claims and actions), and (iii) assessments, fees, fines, penalties,

judgments, awards, orders, and decrees. Finally "Obligations," as herein defined shall (except where otherwise specifically provided) include obligations that accrued, in whole or in part, prior to Closing as well as those arising after Closing.

B. Allocation of Specific Obligations. Except as otherwise agreed upon by the parties in an agreement contained in an appendix to this Agreement or executed at Closing of this transaction, the parties, as between themselves (and solely as between themselves), and without consideration of fault or negligence, shall allocate Obligations in accordance with this Subsection B, subject to, in accordance with, and except as otherwise specified in, the provisions of Subsection C, below.

1. Licenses and Agreements. Purchaser (on its own behalf and on behalf of its designated operator, if any) shall be responsible for all Obligations arising after Closing or allocable to the period after Closing under the licenses and other instruments assigned to Purchaser at Closing by the general assignment referred to in Section III(C)(1)(b) hereof. Conrail shall be responsible for any such Obligations arising before and allocable to the period before Closing.

2. Personal Injury and Property Damage. Except as otherwise provided in any applicable agreement between the parties, or their successors or assigns, Purchaser (on

its own behalf and on behalf of its designated operator, if any) shall be responsible for all Obligations arising out of personal injury to (or the death of) persons or loss of, or damage to, property (including the employees or property of the parties hereto, as well as the employees or property of third parties) occurring on or about the Property after Closing. Conrail will be responsible for all such Obligations with respect to occurrences on or about the Property before Closing, except that any such pre-closing Obligations that may arise from any activity on the Property by Purchaser or its designated operator, agents, employees, or contractors shall be the responsibility of Purchaser.

3. Condition of the Property. Purchaser shall be responsible for

(a) all Obligations (except as otherwise provided in subsection B(5)) that arise out of, in respect to, or in connection with, the physical condition, safety, utility, adequacy, marketability, value, suitability or fitness of the Property, or any portion thereof, or any defects therein, including without limitation, Obligations relating to (i) public or private street, bridge, underpass or other crossings, (ii) the demolition of structures or abatement of nuisances, (iii) the flow or obstruction of surface or subsurface waters, (iv) the stability of the soil on, above, over, or adjacent to the property, (v) support for, or by, adjacent property or the collapse of soil or other materials or buildings onto adjacent property, and (vi) the construction, repair, rehabilitation, alteration, maintenance, or use of the property;

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

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

4. Title. Purchaser shall be responsible for all Obligations arising from any deficiency in Conrail's title to, or property rights in, the Property, or any rights held or claimed by third parties in or to the Property.

5. Hazardous Materials and Pollutants.

(a) Except as otherwise specified below, Conrail agrees to indemnify Purchaser for, and hold Purchaser harmless from, all Obligations incurred after Closing that result from any incident or condition existing or occurring on the Property prior to Closing if it --

(i) involved a violation by the officers, agents, employees, tenants or licensees of Conrail, subsequent to April 1, 1976, of (A) any statute regulating or relating to toxic or hazardous substances, wastes, materials, or pollutants or any statute enacted for the protection of the environment, or (B) any regulation or order of any regulatory body responsible for the enforcement of such statute.

(ii) is in contravention of Conrail's representation in Section VI(E) here hereof, or

(iii) was known to the negotiators of the sale of or those with whom they normally consult and Conrail failed to notify Purchaser of such knowledge.

(b) The provisions of Paragraph (a), above, shall not apply to any incident or condition of which Purchaser was on actual notice (written or otherwise) at or prior to Closing; nor shall Conrail be responsible under Paragraph (a), above, for any incremental loss, damage, cost, expense, or liability if, and to the extent that, such increment results from

(i) the acts or omissions (negligent or otherwise) of Purchaser or any third party after Closing, or Purchaser's possession of, or operations on, the Property;

(ii) the passage of time subsequent to Closing (with or without fault or negligence on the part of Purchaser); or

(iii) the intensification, increase, worsening, or expansion of any condition on the Property after Closing, regardless of cause.

(c) Conrail, after Closing, shall have the right to enter upon the Property for the purpose of monitoring, supervising, directing, and controlling the mitigation, clean up, or other remedial action of any condition (in whole or in part) for which Conrail is responsible under

Paragraphs (a) and (b), above. The foregoing shall include the right of Conrail to negotiate and agree with any regulatory body having jurisdiction as to the nature and scope of the work to be performed and the right to select the person, firm, or corporation that will perform such work.

(d) Purchaser agrees to indemnify Conrail for, and to hold Conrail harmless from and against, all losses, expenses, penalties and liability resulting from (i) any incident or condition that first occurs after Closing and (ii) any incident or condition existing or occurring on the property (before or after Closing) that involves violation subsequent to April 1, 1976 of a statute, regulation or order within the purview of Subsection (a)(i), above if, and to the extent, such losses, expenses, penalties and liability exceed the levels for which Conrail has assumed responsibility under Paragraphs (a) and (b), above.

(e) No inferences are to be drawn from Paragraphs (a) through (d), above as to the allocation of responsibility for losses, expenses, penalties, or liability for which provision is not made therein, either expressly or by clear implication.

C. Exceptions (1) Notwithstanding the foregoing, if it is determined that Conrail, prior to Closing, has any Obligations covered by Subsection B(3), Conrail shall be responsible therefor if (and only if), prior to Closing, (i)

Conrail was on written site-specific notice from any regulatory or governmental agency that it was, or might be, in default, delinquent, or derelict as to any such Obligation, or (ii) such Obligation constitutes a violation of the warranty set forth in Section VI hereof; provided, however, in both cases, that Conrail's financial responsibility for such Obligation shall not exceed the level that exists immediately prior to Closing, or be increased as a result of Purchaser's possession of, or operations on, the Property or as a result of events occurring, or the passing of time, after Closing.

(2) Each party expressly waives, to the extent it lawfully may do so, (i) the benefits of any statute that would relieve it of any Obligation that it has assumed under this Section, and (ii) any defense predicated on alleged misrepresentations of fact (other than those contained in Section VI hereof, for which Conrail shall be liable), or the nondisclosure of any pertinent fact.

D. Indemnity. The party made responsible by this Section for any Obligation, as defined herein, shall, (1) when possible, satisfy said Obligation, and (2) release, indemnify, protect, defend, and hold harmless the other party (and its directors, officers, agents, and employees) from and against said Obligation.

SECTION VIII

MISCELLANEOUS PROVISIONS

A. Best Efforts. Both before and after Closing, each party hereto shall execute and deliver such instruments and take such other actions as the other party may reasonably request in order to carry out the intent of this Agreement. Each party hereto shall use its best efforts to cause the transaction contemplated by this Agreement to be consummated and, without limiting the generality of the foregoing, to obtain all consents and authorizations of governmental agencies and third parties and to make all filings with and give all notices to governmental agencies and third parties which may be necessary or reasonably required in order to effect the transaction contemplated by this Agreement.

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

If to Conrail:

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

Attention: Assistant Vice President - Asset
Development

If to Purchaser:

Growth Resources of Wellsboro Foundation
114 Main Street
Wellsboro, PA 16901

Attention: Executive Secretary

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

1. By the Purchaser only, if, after the effective date of this Agreement as specified in the Preamble hereof but before Closing, (a) Conrail on or before Closing has failed to satisfy its Obligations under Section III(A) of this Agreement, or (b) a modification of a representation made by Conrail on or before Closing, pursuant to Section III(A)(f) or Section VI hereof is not acceptable to Purchaser. In the case of an unacceptable modification, Purchaser's election not to terminate the agreement under this paragraph shall, after Closing, foreclose Purchaser from asserting any rights or seeking any redress that is

predicated on the original representation or the change of facts reflected by the modified representation.

2. By Conrail only if (a) Purchaser or its designated operator if any, does not meet the regulatory filing requirements of Section II(A) hereof, (b) Purchaser as of Closing has failed to satisfy its Obligations under Section III(A) of this Agreement, or (c) Conrail reasonably believes that Closing would result in a disruption, strike or other work stoppage on or over any part of its system.

3. By either party, if, (a) after the effective date of this Agreement as specified in the Preamble hereof but before Closing, a casualty or other event occurs (other than as a result of Purchaser's negligence or Purchaser's operations or activities on the Property) or an environmental condition or other condition within the purview of Section VII(B)(3) or B(5) hereof is discovered, which materially affects the safety, utility or economic value of the Property for railroad purposes, or which may materially increase the liability of either party to any governmental agency or other party, provided (when Purchaser desires to terminate) that Conrail is given an opportunity to remedy the results of such event or condition promptly after discovery thereof, and declines to do so, or (b) Purchaser is unable to close on or before December 31, 1992.

4. By the mutual agreement of Conrail and Purchaser at any time prior to Closing.

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

E. Survival of Terms. All representations, warranties, covenants, terms, conditions, stipulations, and provisions of this Agreement (except as otherwise specified in Subsection (C)(1)) of this Section) shall survive Closing and be binding upon and inure to the benefit of, and be enforceable by, the Parties, and their successors and assigns.

F. Assignment.

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

reassign any such rights, interests or obligations back to Conrail.

2. Except as provided in Paragraph 1 above, neither Conrail nor Purchaser may assign, pledge, encumber, or transfer this Agreement, any interest herein, or its obligations thereunder (either pre-Closing or post-Closing) without the prior written consent of the other party hereto, which consent shall not unreasonably be withheld.

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

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

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

J. Waiver. No waiver by either party of any failure of, or refusal by, the other party to comply with any

party), except to the extent required by law or regulation or a valid judicial or administrative order, or except to the extent necessary to comply with the provisions of Section II(A) hereof.

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

GROWTH RESOURCES OF WELLSBORO
FOUNDATION

Witness
Mary E Worthington

By: Arthur Cannon
Title: PRESIDENT

CONSOLIDATED RAIL CORPORATION

Witness
James C. Flynn

By: Charles N. Marshall
Title: Sr. Vice President-Development

GROWTH1.CEM

Purchase and Sale Agreement
Consolidated Rail Corporation
and
Growth Resources of Wellsboro Foundation

LIST OF APPENDICES

	<u>CONTRACT PAGES</u>
A Form of Deed.	2, 3, 4, 13
B Form of Bill of Sale.	2, 3, 4, 13
(Letter C Omitted Intentionally)	
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**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB Docket No. AB 1320X

GROWTH RESOURCES OF WELLSBORO FOUNDATION

– ABANDONMENT EXEMPTION –

IN TIOGA COUNTY, PENNSYLVANIA

**COMMENT ON BEHALF OF GROWTH RESOURCES OF WELLSBORO FOUNDATION (“GROW”)
IN RESPONSE TO STB’S DECISION ISSUED ON JUNE 8, 2022**

EXHIBIT B

EXECUTED DEED: DECEMBER 30, 1992

**CONSOLIDATED RAIL CORPORATION AND
GROWTH RESOURCES OF WELLSBORO FOUNDATION**

EXECUTED IN 2 COUNTERPARTS
No. 272

RECORDED

92 DEC 31 PM 2:36

THIS INDENTURE, made the 30th day of December in the year of
our 1992 ~~1991~~ One Thousand Nine Hundred and Ninety-two (A.D. 1992)

~~RECORDED OF DEEDS~~
~~BETWEEN~~ CONSOLIDATED RAIL CORPORATION, a Corporation of
the Commonwealth of Pennsylvania, having an office at Two
Commerce Square, 2001 Market Street, Philadelphia,
Pennsylvania, 19103, hereinafter referred to as the Grantor,
and GROWTH RESOURCES OF WELLSBORO FOUNDATION, a non-profit
Corporation of the Commonwealth of Pennsylvania, having a
mailing address of 114 Main Street, Wellsboro, Pennsylvania
16901, hereinafter referred to as the Grantee;

WITNESSETH: That the said Grantor, for and in
consideration of the sum of ONE DOLLAR (\$1.00) lawful money
of the United States of America, unto it well and truly paid
by the said Grantee, at or before the sealing and delivery of
these presents, the receipt whereof is hereby acknowledged,
has remised, released and quitclaimed and by these presents
does remise, release and quitclaim unto the said Grantee, the
heirs or successors and assigns of the said Grantee, all
right, title and interest of the said Grantor
of, in and to the following described Premises:

ALL THAT CERTAIN property of the Grantor, together with
all of the improvements and fixtures thereon, being the line
known as the Corning-Wellsboro Line, situate in Steuben
County, New York and in Tioga County, Pennsylvania and
described in Exhibit "A" and generally indicated in Exhibit
"B" hereof, hereinafter referred to as "Premises".

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

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
POST OFFICE BOX 8910
HARRISBURG, PA 17105-8910

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	— 0 —
Book Number	580
Page Number	216
Date Recorded	12-31-92

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: Thomas M. Owlett, Esquire
Telephone Number: _____
Area Code: 717, 724-6672
Street Address: One Charles Street, City: Wellsboro, State: PA, Zip Code: 16901

B TRANSFER DATA

Grantor(s)/Lessor(s): Consolidated Rail Corporation
Grantee(s)/Lessee(s): Growth Resources of Wellsboro Foundation
Street Address: Two Commerce Square, 2001 Market Street, City: Philadelphia, State: PA, Zip Code: 19103
Street Address: 114 Main Street, City: Wellsboro, State: PA, Zip Code: 16901

C PROPERTY LOCATION

Street Address: _____
City, Township, Borough: Delmar Township, Wellsboro Borough
County: Tioga, School District: Northern Tioga S.D., Tax Parcel Number: _____
Wellsboro Area S.D., None/Exempt

D VALUATION DATA

1. Actual Cash Consideration: _____
2. Other Consideration: _____
3. Total Consideration: _____
4. County Attested Value: Exempt
5. Common Level Ratio Factor: 2.48
6. Fair Market Value: Exempt

E EXEMPTION DATA

1a. Amount of Exemption Claimed: 100%
1b. Percentage of Interest Conveyed: 100%
2. Check Appropriate Box Below for Exemption Claimed:
☐ Will or Intestate succession (Name of Decedent: _____) (Estate File Number: _____)
☐ Transfer to Industrial Development Agency
☐ Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
☐ Corrective deed (Attach copy of the prior deed).
☐ Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
☒ Other (Please explain exemption claimed, if other than listed above.) Seller exempt pursuant to Section 91.193(b) and Buyer exempt pursuant to Section 91.158.

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: Thomas M. Owlett
Date: December 31, 1992

(SEE REVERSE)

BK0580PG0217

statute of the State of New York and Commonwealth of Pennsylvania now or hereafter in force with respect to the covenants set forth below.

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

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

(3) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein, except as may be provided for in the Purchase and Sale Agreement between Grantor and Grantee.

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

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

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions,

remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever, of, in and to the same and every part thereof, UNDER and SUBJECT and provided as aforesaid.

TO HAVE AND TO HOLD all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the said Grantee forever, UNDER and SUBJECT and provided as aforesaid.

NOTICE - "THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT." THIS NOTICE is set forth in the manner provided in Section 1 of the Act of September 10, 1965, P.L. 505, No. 255 (52 P.S. 1551).

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

COPY

IN WITNESS WHEREOF, the said Grantor has caused this

Indenture to be signed in its name and behalf by its Senior Vice President-Development duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

SEALED and DELIVERED
in the presence of us:

CONSOLIDATED RAIL CORPORATION
By:

Bernadette M. Richmond

Charles N. Marshall
Charles N. Marshall, Senior
Vice President-Development

Attest:

Bernadette M. Richmond

Wilbert C. Jackson
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
: ss
COUNTY OF PHILADELPHIA)

BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared Charles N. Marshall, as Senior Vice President-Development and ~~WILBERTA C. JACKSON~~ its Assistant Secretary, respectively, of CONSOLIDATED RAIL CORPORATION, and severally acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said CONSOLIDATED RAIL CORPORATION, and their voluntary act and deed as such officers.

WITNESS my hand and notarial seal, this 30th day
of December A. D. 1992.

Francis C. Flynn
Notary Public

I HEREBY CERTIFY that the
correct address of the
within-named Grantee is:

114 Main St. Wellsboro, PA 16901

Francis C. Flynn
on behalf of Grantee.

THIS INSTRUMENT PREPARED BY:

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

:nls



CASE NO. 70283

DEED TO
GROWTH RESOURCES OF WELLSBORO FOUNDATION

EXHIBIT "A"

Steuben County, New York

Corning Secondary, Line Code 2322

ALL THAT CERTAIN property of the Grantor, being a portion of the former Penn Central Transportation Company's line of railroad known as the Corning Branch (former New York Central) and identified as Line Code 2322 in the Recorder's Office of Steuben County, New York in Book 1004 of Deeds at page 1107, being further described as follows:

BEGINNING at approximately Railroad Mile Post 74.7, in the Township of Erwin, as indicated on sheet 1 of 6 of Exhibit "B"; thence extending in a general southerly/southwesterly direction passing through the Township of Lindley to approximately Railroad Mile Post 85.6, being the State Line, the State of New York on the north and the Commonwealth of Pennsylvania on the south, also being the County Line, the County of Steuben on the north and the County of Tioga on the south, as indicated on sheet 2 of 6 of Exhibit "B".

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-137, dated March 30, 1976 and recorded on February 2, 1980, in the Recorder's Office of Steuben County, New York, in Book 1004 of Deeds at page 1102&c., granted and conveyed unto Consolidated Rail Corporation.

THE PREMISES described above is indicated on Valuation Map Number V125/75 through 86, which are incorporated herein by reference, copies of which are available at the office of Grantor and Grantee if not otherwise recorded in the Recorder's Office of Steuben County, New York.

THIS EXHIBIT "A" CONTAINS 3 PAGES, OF WHICH THIS IS PAGE 1 OF 3.

BK0580FG0221

CASE NO. 70283

DEED TO
GROWTH RESOURCES OF WELLSBORO FOUNDATION

EXHIBIT "A"

Tioga County, Pennsylvania

Corning Secondary, Line Code 2322

ALL THAT CERTAIN property of the Grantor, being a portion of Grantor's former Penn Central Transportation Company's line of railroad known as the Corning Branch and identified as Line Code 2322 in the Recorder's Office of Tioga County, Pennsylvania in Deed Book 387 at page 1053, being further described as follows:

EXTENDING from the State Line, the State of New York on the north and the Commonwealth of Pennsylvania on the south, also being the County Line, the County of Steuben on the north and the County of Tioga on the south, at approximately Railroad Mile Post 85.6 as indicated on sheet 2 of 6 of Exhibit "B"; thence extending from said State and County Line in a general southerly/southwesterly direction passing through the Township of Lawrence to approximately Railroad Mile Post 89.9, the beginning of c. 1976 relocation of railroad as part of the Corps of Engineers Tioga-Hammond Lakes Flood Control Project, in the Township of Tioga, as indicated on sheet 3 of 6 of Exhibit "B"; thence continuing through the Township of Tioga to the end of aforesaid relocation at approximately Railroad Mile Post 100.4, in the Township of Middlebury, as indicated on sheet 4 of 6 of Exhibit "B"; thence continuing through the Township of Middlebury to approximately Railroad Mile Post 106.15, being Railroad Station 561+500 near Wellsboro Junction in the Township of Delmar, the place of Ending, as indicated on sheet 5 of 6 of Exhibit "B".

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-213, dated March 30, 1976 and recorded on November 17, 1978, in the Recorder's Office of Tioga County, Pennsylvania, in Deed Book 387 at page 1046&c., granted and conveyed unto Consolidated Rail Corporation.

THE PREMISES described above is indicated on Valuation Map Number V 127/1 through V 127/8, Case Plan No. 63335 and 63335-A, and V 127/15 through V 127/21, which are incorporated herein by reference, copies of which are available at the office of Grantor and Grantee if not otherwise recorded in the Recorder's Office of Tioga County, Pennsylvania.

THIS EXHIBIT "A" CONTAINS 3 PAGES, OF WHICH THIS IS PAGE 2 OF 3.

BK0580160222

CASE NO. 70283

DEED TO
GROWTH RESOURCES OF WELLSBORO FOUNDATION

EXHIBIT "A"

Tioga County, Pennsylvania

Wellsboro Industrial Track, Line Code 2344

ALL THAT CERTAIN property of the Grantor, being a portion of the former Penn Central Transportation Company's line of railroad known as the Wellsboro Industrial Track and identified as Line Code 2344 in the Recorder's Office of Tioga County, Pennsylvania in Deed Book 387 at page 1055, being further described as follows:

BEGINNING at Railroad Station 0+355, also being the aforesaid Corning Secondary Railroad Station 560+565, at Railroad Mile Post 0.0 near Wellsboro Junction in the Township of Delmar as indicated on sheet 5 of 6 of Exhibit "B"; thence extending in a generally southerly/ southwesterly direction, passing through the Borough of Wellsboro to approximately Railroad Mile Post 3.9 at Railroad Station 20+500 in the Township of Charleston, the place of Ending, as indicated on sheet 6 of 6 of Exhibit "B".

BEING a part or portion of the same premises which Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-213, dated March 30, 1978 and recorded on November 17, 1978, in the Recorder's Office of Tioga County, Pennsylvania, in Deed Book 387 at page 1046&c., granted and conveyed unto Consolidated Rail Corporation.

THE PREMISES described above is indicated on Valuation Map Number V 127/21 and V 129/1 through V 129/4, which are incorporated herein by reference, copies of which are available at the office of Grantor and Grantee if not otherwise recorded in the Recorder's Office of Tioga County, Pennsylvania.

THIS EXHIBIT "A" CONTAINS 3 PAGES, OF WHICH THIS IS PAGE 3 OF 3.

BK0580PG0223

CASE NO. 70283

DEED TO

GROWTH RESOURCES OF WELLSBORO FOUNDATION

EXHIBIT B

MAP ADDENDUM

COPY

12-31-92 14:29	RECORDER	7050
DEED		\$35.50
WRIT TAX		\$0.50
ST		\$34.00
CHK		\$36.00
CO		\$0.00
NANCY C. KIMBLE		
RECORDER OF DEEDS		
TIOGA CO #59		
WELLSBORO, PA 16901		
CHK		\$36.00
12-31-92 14:29	RECORDER	7050

STATE OF PENNSYLVANIA, COUNTY OF TIOGA SS
Recorded in the Recorder's Office for said County, in
Book No. 580 page 216 the 31 day
of Dec 1992
Witness my hand and Official Seal
Nancy C. Kimble Recorder

THIS EXHIBIT "B" CONTAINS 6 MAPS.

BK0580PG0224

RECORDED IN 125

BEGIN LC 2322 MAR 74

EXHIBIT "B"

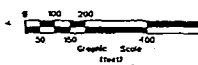
CASE NO. 70283

SHEET 1 OF 6

VS 125/75-86
VS 127/1-5, 15-21
VS 129/1-4
M 4 R 153-155, V 3 R 72, T 3, & 76
CORPS OF ENGINEERS
TIOGA-HAMMOND LAKES
RELOC. PENN. CENTRAL RAILROAD
SEGMENTS 1-6 & 16
LC 2322 & 2344

—PS— PROPERTY TO BE CONVEYED
BY
CONSOLIDATED RAIL CORPORATION
TO
GROWTH RESOURCES OF WELLSBORO FOUNDATION

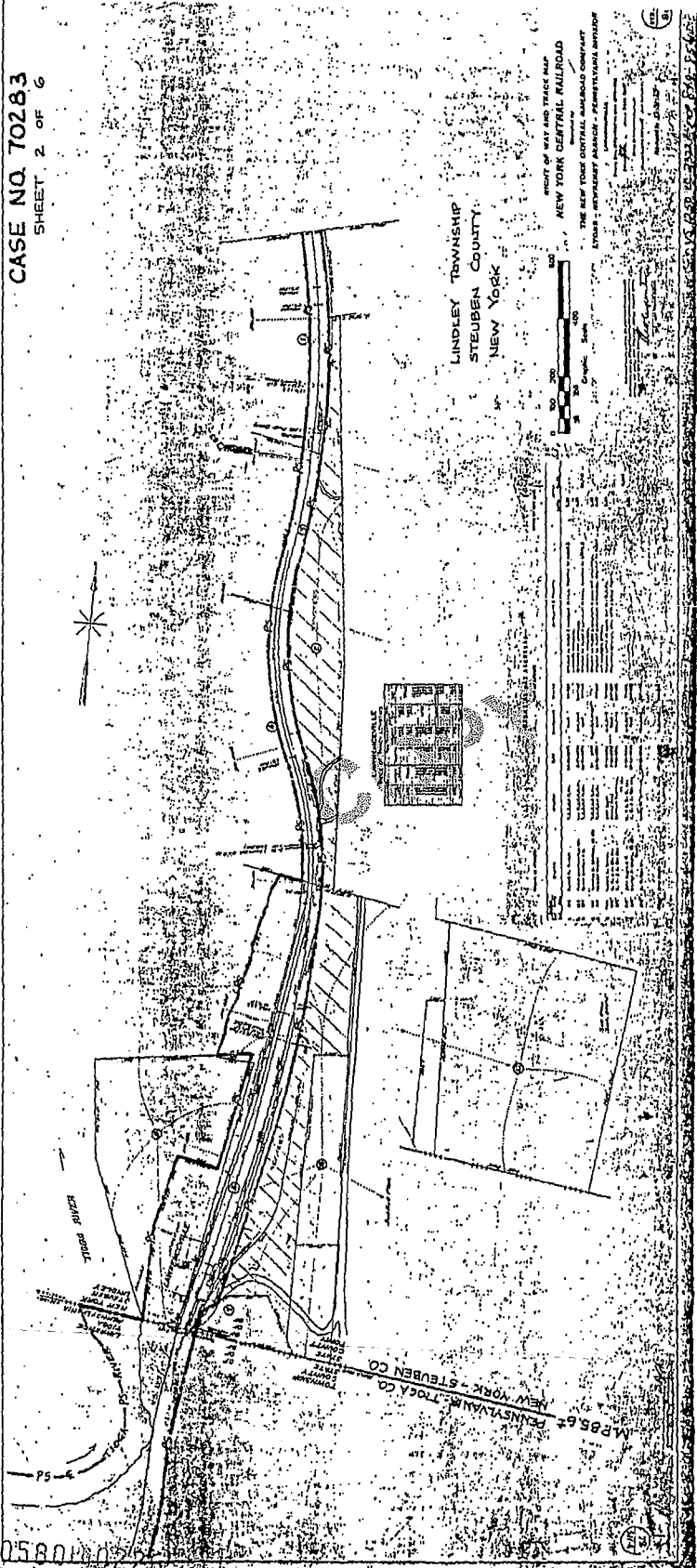
ERWIN TOWNSHIP
STEBEN COUNTY
NEW YORK



RIGHT OF WAY AND TRACK MAP
NEW YORK CENTRAL RAILROAD
owned by
THE NEW YORK CENTRAL RAILROAD COMPANY
LYONS - NEWBERRY BRANCH - PENNSYLVANIA DIVISION

FILE
75

CASE NO. 70283
SHEET 2 OF 6



BK 0580

BK 580 PG 226

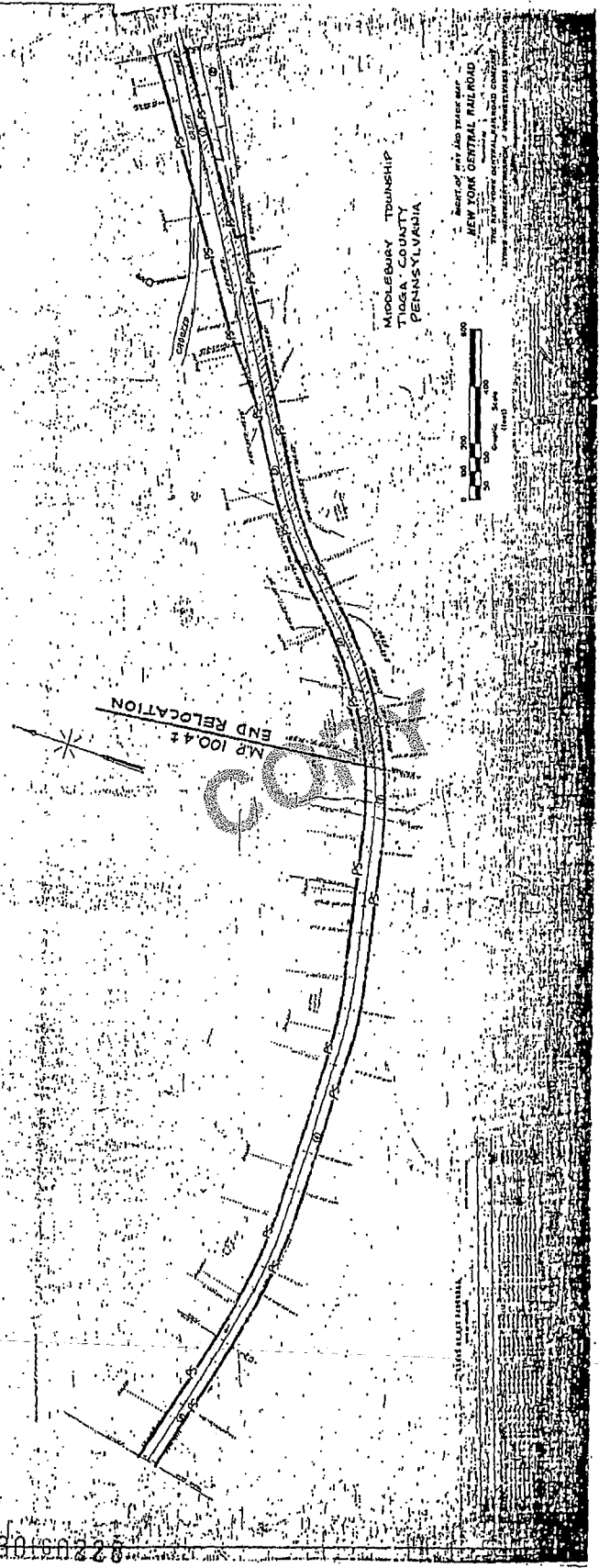
SHEET 3 OF 6



LAWRENCE & TIOGA TOWNS.
TIOGA COUNTY
PENNSYLVANIA

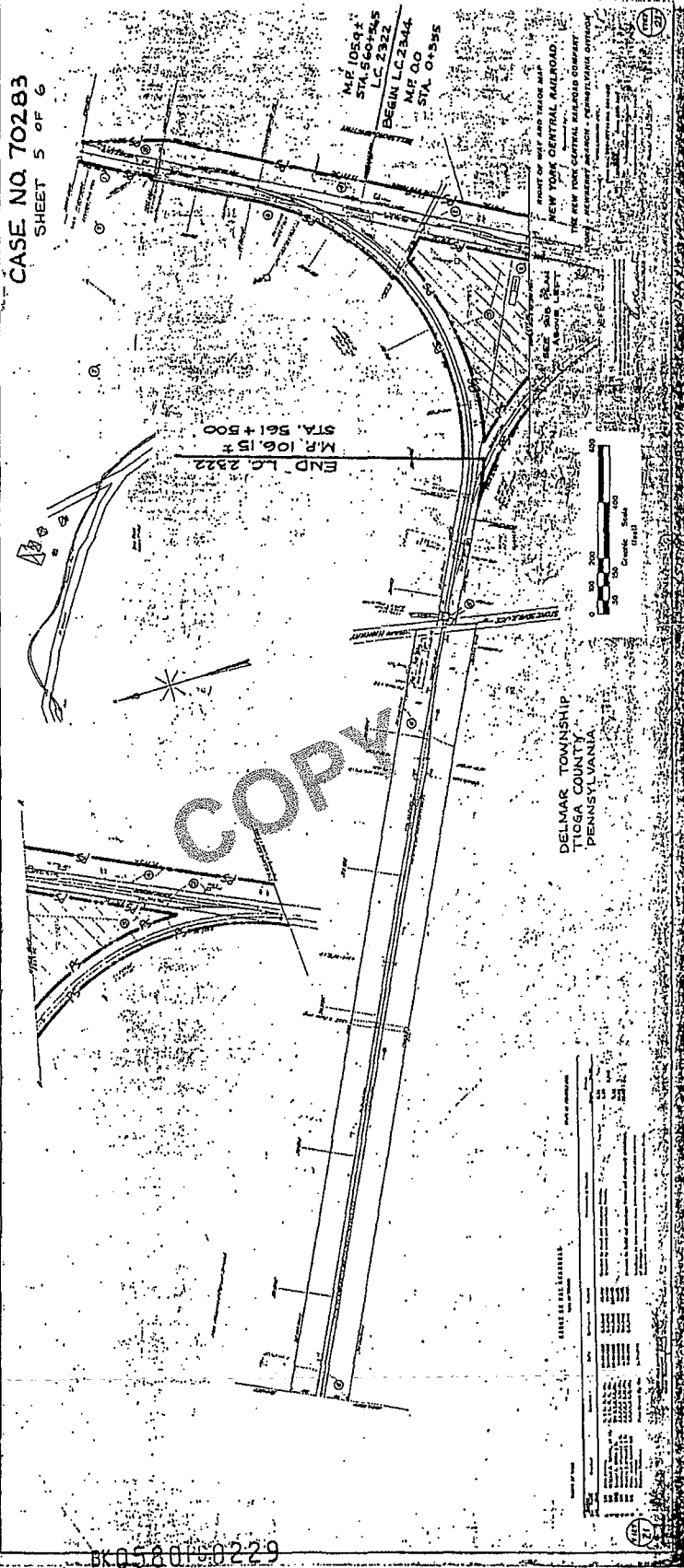
BK 0580 EG 0227

CASE NO. 70283
SHEET 4 OF 6



BK05801CN228

CASE NO. 70283
SHEET 5 OF 6



DELMAR TOWNSHIP
TIOGA COUNTY
PENNSYLVANIA

TABLE OF DATA

Station	Offset	Width	Area	Volume
106.15	10.0	10.0	10.0	10.0
106.45	10.0	10.0	10.0	10.0
00.00	10.0	10.0	10.0	10.0
0+355	10.0	10.0	10.0	10.0

BK0580160229

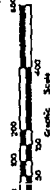
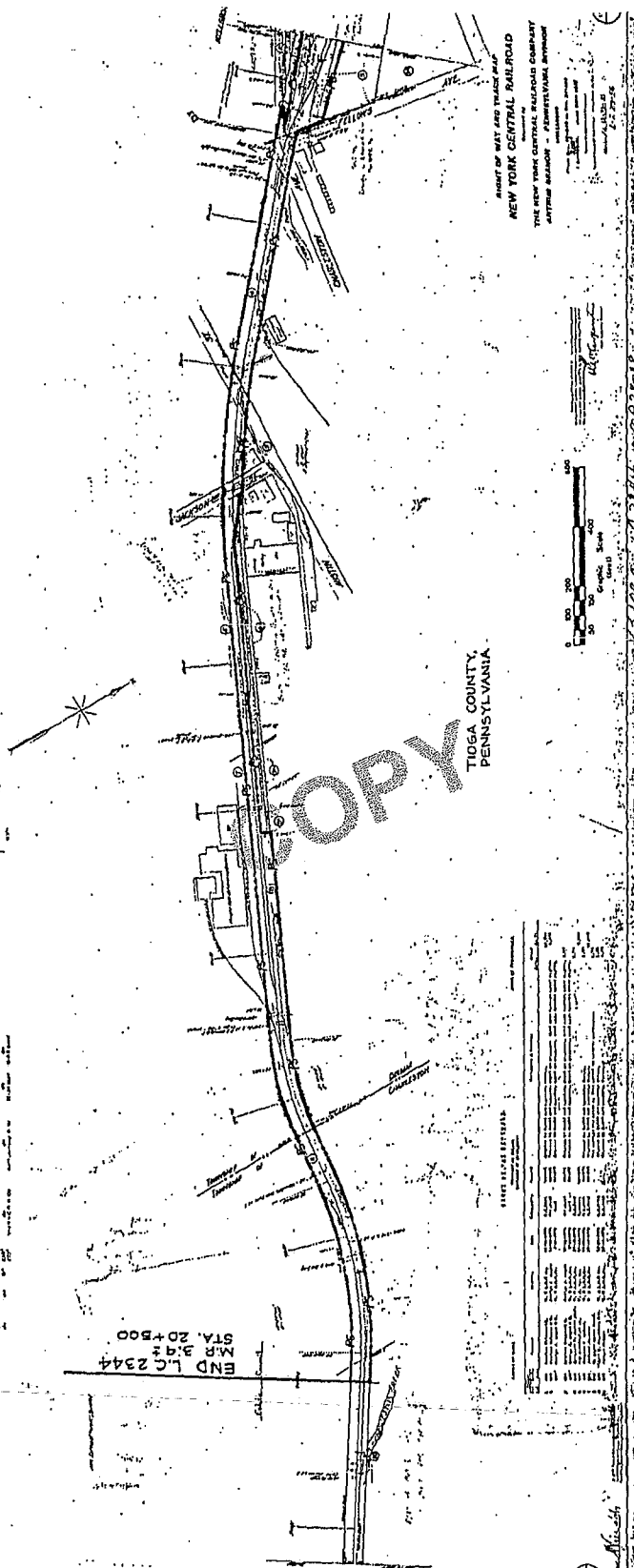
✓ Owlett Office

CASE NO. T0283
SHEET 6 OF 6

Station	Offset	Grade	Notes
100	10	1.5	Top of embankment
100	20	1.5	Top of embankment
100	30	1.5	Top of embankment
100	40	1.5	Top of embankment
100	50	1.5	Top of embankment
100	60	1.5	Top of embankment
100	70	1.5	Top of embankment
100	80	1.5	Top of embankment
100	90	1.5	Top of embankment
100	100	1.5	Top of embankment

END L.C. 2344
M.P. 3.42
STA. 20+500

BK0580PB0230



REPORT OF CITY AND TRACKS
NEW YORK CENTRAL RAILROAD
THE NEW YORK CENTRAL RAILROAD COMPANY
ARTIFICIAL DESIGN - PENNSYLVANIA
JULY 1910

Station	Offset	Grade	Notes
100	10	1.5	Top of embankment
100	20	1.5	Top of embankment
100	30	1.5	Top of embankment
100	40	1.5	Top of embankment
100	50	1.5	Top of embankment
100	60	1.5	Top of embankment
100	70	1.5	Top of embankment
100	80	1.5	Top of embankment
100	90	1.5	Top of embankment
100	100	1.5	Top of embankment

3600

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB Docket No. AB 1320X

GROWTH RESOURCES OF WELLSBORO FOUNDATION

– ABANDONMENT EXEMPTION –

IN TIOGA COUNTY, PENNSYLVANIA

**COMMENT ON BEHALF OF GROWTH RESOURCES OF WELLSBORO FOUNDATION (“GROW”)
IN RESPONSE TO STB’S DECISION ISSUED ON JUNE 8, 2022**

EXHIBIT C

RAILROAD OPERATING AGREEMENT

**GROWTH RESOURCES OF WELLSBORO FOUNDATION
W AND C RAILROAD, LLC**

JANUARY 1, 2008

OPERATING AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of January, 2008 by and between GROWTH RESOURCES OF WELLSBORO FOUNDATION, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania with an address of 114 Main Street, Wellsboro, PA 16901 ("GROW") and the W AND C RAILROAD, LLC, a Pennsylvania limited liability company with an address of 256 Eagleview Blvd, PMB 261 Exton, PA 19341, for itself and for any rail carrier subsidiary (collectively, "W&C").

WITNESSETH:

WHEREAS, GROW is the owner of a line of railroad (the "Railroad Premises"), as more fully defined in Section 1 below, known as the Corning Secondary Track and the related tracks in Steuben County, New York and Tioga County, Pennsylvania, having acquired the same from Consolidated Rail Corporation ("Conrail") by agreement (the "Conrail Agreement") and deed (the "Conrail Deed") dated December 30, 1992; and

WHEREAS, Norfolk Southern Railway Company ("NSR") has succeeded to the rights and obligations of Conrail with respect to the Conrail Agreement, Conrail Deed, the connecting lines of railroad and the related interchange and trackage rights agreements; and

WHEREAS, W&C is a corporation organized to operate common carrier rail service on the Railroad Premises under and subject to the terms and conditions of this Agreement.

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

1. Use of Rail Premises.

(a) For the purpose of operating freight and excursion passenger rail service ("Rail Service"), GROW hereby agrees to accord W&C access to and use of the Railroad Premises which shall include, but not be limited to, all of the property of every kind and description, real, personal, and mixed, including the right of way, roadbed, tracks, track material, poles, wire lines, signals, and other facilities, building, and appurtenances located in the Counties of Steuben, New York, and Tioga, Pennsylvania, as more fully described in Appendix "A", as acquired from Conrail pursuant to the Conrail Agreement and the Conrail Deed. W&C shall have exclusive right to use the Railroad Premises for the Rail Service, and to establish, operate and maintain Rail Service thereon during the term of this Agreement, or any extension or renewal thereof, subject to the terms and conditions hereinafter contained.

(b) This Agreement shall not be construed as conveying any ownership interest in or to the Railroad Premises to W&C. All of W&C's rights shall be subject to the rights retained by GROW as set forth in Section 12 of this Agreement.

2. Conrail Agreement.

W&C agrees to be governed by, and subject to the obligations of Purchaser under Sections II(A) and (D), IV(B) through (F), VII and VIII (E) of the Conrail Agreement, and agrees to conduct operations on the Railroad Premises in accordance with the terms and conditions of

such sections of the said Agreement, including Appendix L. W&C acknowledges that it has been provided with copies of the above-referenced sections of the Conrail Agreement. W&C shall not have any duty to perform under transportation contracts in lieu of NSR unless it agrees to do so in writing specifically identifying the transportation contract or contracts which it will perform.

3. Term.

(a) The term of this Operating Agreement shall commence as of January 1, 2008 (the "Commencement Date"), and shall continue for a period of five (5) years unless terminated prior thereto in accordance with the provisions of this Agreement.

(b) This Operating Agreement shall be automatically renewed for two (2) additional five (5) year terms unless either party gives the other written notice of its intent to terminate one hundred eighty (180) days prior to the end of then existing term.

4. Operating Fees.

(a) W&C shall be obligated to pay an Operating Fee to GROW for the use of the Railroad Premises during the term of this Agreement and any renewal thereof.

(b) The "Operating Fee" shall be equal to the [REDACTED]
[REDACTED]
[REDACTED] The Operating Fee shall be paid by W&C to GROW quarterly, within thirty (30) days after the end of each calendar quarter. The payment of the Operating Fee shall be accompanied by a statement signed by an officer of W&C [REDACTED]
[REDACTED]

(c) W&C shall also pay and discharge, on or before the last day on which payment may be made without penalty or interest, any tax, assessment charges for public utilities, excise, license and permit fee and other governmental impositions and charges which shall or may during the term hereof be charged, laid, assessed, imposed, become due and payable, or in lien upon, or arising in connection with the use or operation of the Railroad Premises for Rail Service. W&C shall have the right to contest any such taxes or other charges by appropriate legal proceedings, conducted at its own expense, provided that W&C shall furnish to GROW a surety bond or other security satisfactory to GROW sufficient to cover the amount of the contested item or items, with interest and penalty for the period which such proceedings may be expected to take.

5. Track Maintenance and Capital Improvements.

(a) Track Maintenance. W&C shall be solely responsible for maintaining, irrespective of whether accounted for as an operating expense or capital expenditure, the Railroad Premises in accordance with the FRA Class Standards to which the Railroad Premises are required to be maintained (hereinafter referred to as "Minimum Maintenance Standards") under this Agreement. Without limiting the foregoing, the parties further agree as follows:

(i) On or before December 1 of each year of the Term beginning in December 2008, and in any event in time to permit GROW to apply for available grants, W&C shall prepare and submit to GROW a program (hereinafter referred to as the "Maintenance Program") setting forth the maintenance items to be performed during the following calendar year to ensure that the Railroad Premises are maintained in accordance with the Minimum Maintenance Standards. On or before March 1, 2008, W&C shall prepare and submit to GROW a Maintenance Program setting forth the maintenance items to be performed during the balance of the calendar year 2008.

(ii) Promptly thereafter, W&C will review the Maintenance Program with GROW's engineer or other designee who shall review and amend the same and ensure that it maintains the Minimum Maintenance Standards. W&C shall at its own cost be responsible for maintaining the Railroad Premises, as set forth in the Maintenance Program approved by GROW's engineer or other designee, in accordance with the Minimum Maintenance Standards. If W&C and GROW shall disagree as to the proper Maintenance Program, the disagreement shall be resolved by arbitration pursuant to Section 27 of this Agreement.

(iii) GROW's engineer or other designee may inspect the Railroad Premises at various times each year to ensure that W&C is maintaining the same in accordance with Minimum Maintenance Standards. Any deficiencies noted either by the said engineer or by the PAPUC, NYDOT, or FRA in routine inspections of the Railroad Premises shall be promptly remedied by the W&C at its sole cost and expense.

(b) W&C may not, without the consent of GROW, remove or dispose of any facilities or assets that are part of the Railroad Premises, unless such facilities or assets are replaced with facilities or assets of equal or greater quality. W&C may retain any facilities or assets removed for re-use on the Railroad Premises. If the removed facilities or assets are not needed then they may be salvaged. Any monies received for salvaged facilities and assets shall be allocated to the party paying for replacement facilities or assets, or if the facilities and assets are not being retained, to GROW.

(c) GROW may use a portion of the Operating Fees for such capital improvements to Railroad Premises as GROW in its sole and absolute discretion shall determine.

6. GROW's Use of Operating Fees.

GROW may use the Operating Fees paid by W&C under this Agreement for the purposes of (a) general operating expenses, and (b) maintaining, improving, and replacing the Railroad Premises, as GROW in its sole and absolute discretion shall determine. Any surplus Operating Fees shall be used by GROW solely for economic development purposes.

7. Condition of Railroad Premises.

W&C has inspected the Railroad Premises and accepts the same "as is" as of the Commencement Date. GROW makes no representation or warranty as to the physical condition of the Railroad Premises or the condition of the legal title (other than for railroad purposes). W&C shall return the Railroad Premises to GROW in the condition required by paragraph 9(d) hereof.

8. Provision of Additional Equipment and Facilities.

W&C shall be responsible for providing all equipment and facilities required for operation of the Railroad Premises and not part of the premises provided hereunder. Such equipment and facilities shall include, but shall not be limited to, locomotives, passenger equipment, rolling stock, maintenance equipment, office space, an enginehouse and such other facilities as are required to provide Rail Service over the line as contemplated by this Agreement.

9. W&C Obligations.

W&C agrees that it will at all times during the continuance of this Agreement:

(a) Pay all charges herein requested to be paid by GROW under Paragraph 4 at such times as the same are due and payable, which charges may be recovered by GROW in the same manner as any charge due or in arrears;

(b) Operate Rail Service in accordance with all federal, state and local requirements and shall be responsible for obtaining all governmental approvals, authorizations, franchises, licenses and permits as may be prerequisite to the rendering of such service;

(c) Observe and comply with any and all requirements of the constituted public authorities and with all federal, state and local statutes, ordinances, regulations and standards applicable to W&C or its use of the Railroad Premises and, prior to filing, shall furnish GROW a copy of all filings with public authorities affecting W&C's use of the Railroad Premises;

(d) Maintain and operate at its own expense, irrespective of whether accounted for as an operating expense or capital expenditure, the Railroad Premises, including any buildings used by or subleased by W&C thereon in good operating condition and repair in a manner consistent with sound, accepted engineering principles, and maintain the track to Federal Railroad Administration ("FRA") Class 1 Standard, or higher standards should additional funds become available to GROW or W&C to rehabilitate the track to a higher standard and traffic volumes justify the additional investment cost;

(e) Provide to GROW, or its engineer or other designee, copies of all FRA and state track inspector reports as they are received. W&C will also make available to GROW, or its engineer or other designee, regular track inspection reports as performed by its employees or subcontractors;

(f) Repair or replace at its own expense, any rails, ties and other items of track or signaling equipment as may be necessary to keep Railroad Premises in good operating condition

including any repairs or replacements necessary to restore track or equipment of GROW damaged or destroyed in any derailment to its condition immediately prior to the derailment. Repairs or replacements necessitated by derailments shall occur as soon as possible, but no more than fifteen (15) days following the occurrence;

(g) Operate a minimum of two (2) round trip freight trains per week with a minimum of two (2) days between trains, with an additional round trip train as needed, if permitted by track conditions and justified by sufficient traffic volumes. W&C shall have the right to operate fewer than two (2) trains per week if traffic volumes warrant. For purpose of this provision, a reduction in carloads below twenty (20) cars in any one month will be sufficient decrease in traffic volume to reduce scheduled service; provided, however, that in no event shall W&C's service be less than is necessary to provide reasonable adequate common carrier service;

(h) Charge demurrage to shippers on a non-escalating basis as provided in W&C's tariffs or contracts;

(i) Operate passenger train excursions, at a minimum, each Saturday and Sunday between mid-May and mid-October of each year;

(j) Fully indemnify, defend and hold harmless GROW, its officers, agents, employees, successors and assigns, from and against all claims and actions, based upon or arising out of damage or injuries to persons or property caused by any act or omission of W&C, or its agents, employees, guests, invitees, contractors, suppliers of materials, or furnishers of service in the use and occupancy of the Railroad Premises or former Conrail (now NSR) property by the W&C, except that W&C shall not indemnify GROW for damages caused by contractors hired by GROW;

(k) Maintain a policy or policies of liability insurance to insure itself against liability for injury or damage to persons and property; which policies will be in the minimum amounts set forth below, or such higher amounts as may be required by NSR under the interchange or trackage rights agreements between NSR and W&C:

<u>Type</u>	<u>Limits</u>
(i) Comprehensive Railroad Liability	For all claims
Insuring against claims for	\$5,000,000 per occurrence;
(a) Bodily Injury and	\$10,000,000 aggregate;
(b) Property Damage	\$25,000 maximum deductible or self-
(c) Pollution	insured retention
(ii) Federal Employer's Liability Act	Covered by blanket policy noted in (i)
(iii) Cargo Legal Liability	Covered by blanket policy noted in (i)
(iv) Foreign Rolling Stock	Covered by blanket policy noted in (i)
(v) Automotive Liability	\$1,000,000 Combined Single Limit

(vi)	Contractual Liability	Covered by blanket policy noted in (i)
(vii)	Comprehensive Railroad Liability for Passenger Excursions against claims for	For all claims \$5,000,000 per occurrence; \$10,000,000 aggregate; \$5,000 maximum deductible or self- insured retention
	(a) Bodily Injury and	
	(b) Property Damage	
	(c) Pollution	

Such types and limitations may be changed or increased by GROW at any time if W&C begins to handle hazardous materials. The insurance requirements shall not be a limit on W&C's liability under Section 9(j), but shall be deemed additional security therefore;

(l) Cause GROW to be named as an additional insured under each such policy (other than Employer's Liability) and furnish GROW annually appropriate certificates of such insurance which shall specifically state that the insurance company shall furnish to GROW at least thirty (30) days notice of any lapse or material changes in such insurance;

(m) Maintain complete books and records in accordance with generally accepted accounting principles, and permit GROW to inspect such books as they relate to operations under this Agreement on reasonable advance notice;

(m) Peacefully deliver up and surrender possession of the Railroad Premises to GROW at the expiration or other termination of this Agreement; and

(n) At the expiration or termination of this Agreement, give its consent, without additional compensation, to GROW to use the name "Wellsboro and Corning Railroad Company" and to file its consent or otherwise give its approval to the use of said name by GROW with all appropriate federal, state and local agencies.

10. Restrictions.

W&C further agrees that it will not:

(a) Occupy the Railroad Premises in any way or for any purposes unrelated to the operation of Rail Service on or over the Railroad Premises;

(b) Assign, mortgage, pledge or encumber the Railroad Premises, or any part thereof or assign the obligation under this Agreement without the prior written consent of GROW, which consent may be withheld in GROW's sole discretion;

(c) Handle hazardous commodities without prior notice to GROW, in which event GROW may require increased insurance limits; or

(d) Establish any railroad facility on the Railroad Premises for the transloading, handling, disposing, sorting or processing of hazardous or other waste materials (including without limitation construction and demolition debris), without the prior consent of GROW, which consent may be withheld in GROW's sole discretion.

11. Relationship between W&C and GROW.

(a) W&C is an independent contractor and is not an agent of GROW.

(b) W&C and GROW shall meet at least quarterly to review and discuss costs, operations and service problems. W&C shall inform GROW and affected shippers of any major action or event related to the Railroad Premises which may affect rail freight service to these shippers as soon as such action or event is known to W&C. GROW will inform W&C of any problems or concerns related to the rail freight service. At such quarterly meetings, W&C shall furnish GROW with the most recent financial statements of W&C and all related corporations.

12. Retained Rights: Use of Railroad Premises by Other Parties.

(a) Except for agreements relating to the handling of freight traffic, all revenues arising from existing easements, licenses or agreements assigned to GROW by Conrail (and any renewals thereof), and any new agreements entered into since then, including but not limited to rents, license fees, and other revenues paid by utilities or other parties occupying a portion of the Railroad Premises with poles and wires, and rental and fees for sign boards, platform locations, driveways, storage facilities, pipe line crossings, water rights, land rents, building rents, and water tank rents shall be property of GROW. GROW has provided a copy of each easement, license and agreement to W&C. GROW shall collect such amounts as they become due. Although W&C agrees that its use of the Railroad Premises will be under and subject to such easements, licenses and agreements, W&C does not agree to assume the obligations of Conrail, GROW or any other party under any of such easements, licenses, agreements, and it shall have no duty to enforce or administer such agreements.

(b) W&C's rights and obligations in, to and under all currently effective agreements, including industrial sidetrack agreements, affecting the handling of freight traffic, shall not be affected by the termination of any prior operating agreement or the entry into this Agreement. W&C shall have the right during the term of this Agreement to enter into new contracts affecting the handling of freight traffic. Notwithstanding the foregoing, W&C shall not enter into any such contract covering a period of time extending beyond the then current term of this Agreement, unless the contract is assignable to any successor operator and either (i) the contract is terminable on thirty days notice by the operator or (ii) the contract has received the prior approval of GROW after disclosure of all terms. W&C agrees to assign to GROW or any successor operator, its right, title and interest in each contract described in this subparagraph effective upon the termination or expiration of this Agreement.

(c) GROW reserves the exclusive right to create new agreements for crossings or occupancies, under or otherwise on the Railroad Premises, whether by license, permit, easement or lease; however, no such agreements shall be entered into by GROW if it is reasonably determined by the parties that such use would materially interfere with W&C's Rail Service. Any agreement involving occupancy of the Railroad Premises shall be substantially on terms and in a form substantially similar to existing agreements, including protection of the operator. No cost or expense, including any maintenance or rehabilitation expense of the occupancies, shall be allocated to or borne by W&C as a result of any such occupancy. All income from such new agreements shall be the property of GROW.

(d) GROW reserves the exclusive right, in its sole discretion, to sell or otherwise transfer any portion of the Railroad Premises, provided that the remaining property provides sufficient clearances to comply with PAPUC or NYDOT regulations. Upon such transfer, the description set forth on Exhibit A shall be amended accordingly. Any amounts received from the transferee shall be the property of GROW.

(e) GROW agrees to indemnify and hold harmless, or require the occupier or transferee to indemnify and hold harmless, W&C, its officers, agents and employees, from and against any and all loss of life or injury to any persons and any loss of or damage to the property of any person arising out of the use of the Railroad Premises by any person pursuant to an agreement described in Sections 12(a), 12(c) or 12(d) hereof, unless such loss of life or injury to persons or loss of damage to property is caused by the negligence or misconduct of W&C.

13. Capital Improvements.

Subject to the right of GROW to rehabilitate the Railroad Premises, W&C shall have the option, but not the obligation, to construct, or manage the construction of all capital improvements on that part of the Railroad Premises on which it conducts its operations and any work performed under Paragraph 9 hereof. W&C shall abide by all reasonable conditions imposed by GROW on the construction of such improvements, including conditions of governmental agencies providing any of the funds required thereof.

14. Road Crossings.

During the term of this Agreement or any renewal thereof, W&C shall assume and be responsible for the maintenance of bridges and public highway grade crossings of the Railroad Premises to the extent such maintenance is the obligation of the railroad imposed under the provisions of state or federal law, any federal agency or by the Pennsylvania Public Utility Commission ("PAPUC") or New York Department of Transportation ("NYDOT"). If any federal agency or PAPUC or NYDOT enters an order directing the installation of automatic highway crossings, or signals at any grade crossing on the Railroad Premises at the expense of the railroad, W&C agrees to bear such expense and to indemnify GROW from and against any such expense. If GROW receives any payments under agreements described in paragraph 12 which are specifically designated for maintenance of bridges or highway grade crossings or installation or maintenance of signals, such payments will be used by GROW for such purposes.

15. Condemnation of Railroad Premises.

(a) If the Railroad Premises, or any portion thereof, are condemned or taken by any competent authority for public use, the award for payment of damages resulting therefrom, or any amount paid in settlement thereof, shall be paid to and retained by GROW, except as hereinafter provided.

(b) If the taking will materially impair or interfere with W&C's proper use and enjoyment thereof, all proceeds of the condemnation award or payment shall first be used by GROW as may be required for the restoration of the Railroad Premises in such a manner as will enable the continuing operation thereof by the W&C as hereinabove provided, except that GROW shall not be required to expend funds for such restoration in excess of the proceeds of the

condemnation award or payment. If GROW restores the Railroad Premises to enable the continuing operation by W&C, this Agreement shall continue in full force and effect. If GROW is unable to restore the Railroad Premises in such manner as will enable the continuing operation by W&C, this Agreement shall automatically terminate.

16. Default.

During the term of this Agreement, the occurrences of any of the following events shall constitute an "Event of Default."

(a) W&C shall fail to pay any Operating Fee provided for in this Agreement within thirty (30) days of the due date thereof, unless and to the extent such items are disputed in good faith by W&C;

(b) W&C shall fail to perform any of its other obligations hereunder, and shall not cure such default within thirty (30) days after the written notice thereof shall have been given to W&C by GROW, or if such default cannot be cured within such period, shall not commence to cure within such period and thereafter diligently proceed to complete the same;

(c) W&C makes an assignment for the benefit of creditors or files a voluntary petition under any bankruptcy or insolvency law or is adjudicated as bankrupt or insolvent in voluntary or involuntary proceeds or seeks reorganization or receivership, or similar relief;

(d) A proceeding against W&C seeking reorganization or receivership or similar relief is not dismissed or vacated or stayed on appeal within sixty (60) days;

(e) W&C fails to maintain the railroad track in accordance with the terms of this Agreement or fails to conduct its operation in a manner consistent with generally accepted railroad safety practices;

(f) W&C conducts its operations in such a manner so as to commit intentional waste of the Railroad Premises;

(g) W&C fails to discharge any claims or liens for materials and services for which W&C becomes obligated while providing freight rail transportation services under this Agreement;

(h) W&C fails to abide by any Conrail agreement (i.e., sidetrack agreement, etc.) of which it is advised by NSR or GROW; or

(i) GROW fails to perform any of its obligations hereunder, and shall not cure such default within thirty (30) days after the written notice thereof shall have been given to GROW by W&C, or if such default cannot be cured within such period, shall not commence to cure within such period and thereafter diligently proceed to complete the same.

17. Remedies.

(a) A non-defaulting party may, in addition to its other remedies at law or equity or as provided in this Agreement, by notice to the other party specifying the Event of Default, terminate this Agreement; provided, however, that if there is an Event of Default under subparagraphs (e), (f), (g) or (h) of paragraph 16, this Agreement shall only terminate if the defaulting party fails to cure the default specified in such notice within thirty (30) days or, if such default cannot be cured within such period, fails to commence to cure within such period and thereafter diligently proceed to complete the same.

(b) All of the remedies given to GROW and W&C by this Agreement and all rights and remedies given to them by law or equity shall be cumulative and concurrent. No termination of this Agreement or recovery of the Railroad Premises shall deprive GROW of any of its remedies or actions against W&C for rent, operating fees and all other sums due at the same time of termination of this Agreement, nor shall any action for rent, operating fees, breach of covenant or resort to any other remedies for recovery of operating fees be deemed or construed a waiver of the right to obtain possession of the Railroad Premises.

18. Failure to Cure Default.

If W&C shall fail to perform any of its obligations hereunder and shall fail to cure any default upon the giving of written notice and upon the time period specified in this Agreement or if W&C shall not commence to comply within such period specified in this Agreement or if W&C shall not commence to comply within such period and thereafter complete with due diligence, GROW shall have the right, but not the obligation, and in addition to all other remedies it may have hereunder, upon twenty-four (24) hour written notice to W&C to undertake the performance of such obligations, including the right to enter the Railroad premises in the performance thereof. If GROW shall elect to do take such action, W&C shall reimburse GROW for the costs thereof within five (5) business days of receipt of a statement of the charges.

19. Financial Settlement on Termination and Termination Costs.

(a) In the event that this Agreement is terminated either as the result of a condemnation of the Railroad Premises as provided in Paragraph 15 hereof or by reason of the exercise of the option to terminate this Agreement by GROW or its successors as provided in Paragraph 26 hereof, there shall be a financial settlement as follows:

(i) W&C and GROW shall conduct a final accounting and settlement of all W&C accounts as of the termination date. All outstanding receivables, income, credits or money due or accrued as of the termination date shall be assigned to GROW. All payables, disbursements, debts or money owed or accrued in the ordinary course of business during the thirty (30) days prior to the termination date shall be assumed by GROW.

(ii) GROW shall pay to W&C any verifiable costs of operating the line during the two weeks prior to the termination date that have been paid by W&C, and are not being assumed by GROW under paragraph 19(a)(i). GROW shall also pay to W&C any other reasonable and necessary costs specifically relating to and resulting from termination such as the cost of removal of W&C's personal property from the line. W&C represents that termination

costs under subparagraphs (a)(i) and (a)(ii) hereof will not exceed \$50,000, and it is agreed that GROW shall have no responsibility to pay such costs in excess of that amount.

(iii) In addition, GROW shall reimburse W&C for the undepreciated value of any improvements to the Railroad Premises (including the operating facility, but excepting improvements made for maintenance-of-way) paid for by W&C and retained by GROW, as shown on the books of W&C.

20. Waiver.

Any waiver by either party under this Agreement or any breach by any other party shall not effect similar rights subsequently arising or operate as a waiver of subsequent breaches of the same or similar kinds.

21. Notice.

Notice provided for herein shall be sufficient if sent by certified mail, postage prepaid, as follows:

To GROW:
Growth Resources of Wellsboro Foundation, Inc.
P.O. Box 502
114 Main Street
Wellsboro, PA 16901

To the W&C:
W and C Railroad, LLC
256 Eagleview Blvd PMB 261
Exton, PA 19341
Attn: Alfred T Myles

Or such other address as either party may, from time to time designate to the other in writing.

22. Regulatory Agency.

This Agreement is subject to the orders, rules and regulations of appropriate regulatory authorities having jurisdiction over W&C.

23. Access to Records.

(a) W&C agrees to maintain sufficient records and reports to permit GROW to fully verify statements of traffic, revenue and expenditures furnished by W&C.

(b) GROW shall have full access to these records and reports during normal business hours upon 48 hours written notice, duly given to W&C.

24. Force Majeure.

Neither party hereto shall be held responsible or liable, either directly or indirectly, or be deemed in default or breach of this Agreement for any loss, damage, injury, delay, failure or inability to meet all or any portion of its commitments hereunder caused by or arising from any cause which is unavoidable or beyond its reasonable control, including without limitation, war hostilities, invasion, insurrection, riot, the order of any competent civil or military government, explosion, fire, strikes, lockouts, AAR service orders, actions of other carriers which materially interfere with W&C's operations, labor disputes, perils of water including floods, ice breakdowns, Acts of God including storms or other adverse weather conditions, washouts or other causes of a similar or dissimilar nature which wholly or partially prevent the parties or either of them from carrying out the terms of this Agreement; provided that the party experiencing such force majeure or partial force majeure promptly gives to the other party written notice that the disabling effect of such force majeure shall be eliminated as soon as and to the extent reasonably possible and that each party shall have the right to determine and settle any strike, lockout and labor dispute in which that party may be involved in its sole discretion. In the event that one party's performance is suspended in whole or in part by major force majeure, the other party's obligation to perform hereunder shall be suspended or commensurately reduced for the duration of the force majeure and for such additional reasonable period but in no event more than ninety (90) days as may be required because of the existence of the force majeure. In the event that one party's performance hereunder is suspended by force majeure and cannot be resumed within a reasonable period of time, the other party shall have the right to terminate this Agreement.

25. Labor Conditions.

If during the term of this Agreement or subsequent renewal thereof, any labor protective conditions should be imposed as a result of an STB order or pursuant to the Railway Labor Act for which GROW may become liable, W&C agrees to fully indemnify GROW from the costs of said labor protective conditions.

26. Option to Terminate.

At any time after the initial five (5) years of this Agreement, GROW shall have the option, exercisable upon sixty (60) days' written notice to W&C, to terminate this Agreement by reason of a sale or assignment of the Railroad Premises. If GROW sells or assigns the Railroad Premises prior to the end of the initial (5) years of this Agreement, then GROW's successor or assign shall have the option, exercisable upon sixty (60) days' written notice to W&C given at any time after the end of the initial five (5) years of this Agreement, to terminate this Agreement. However, W&C shall have a right of first refusal to purchase the Railroad Premises from GROW on the same terms and conditions that GROW agrees to with any other potential purchaser. W&C shall have thirty (30) days from its receipt of notice from GROW of the terms and conditions of the proposed sale, and shall close on the sale within sixty (60) days thereafter.

27. Arbitration.

Any claim or controversy arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in Williamsport, Pennsylvania, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof.

28. Successors and Assigns.

(a) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. A "substantial change in the ownership and/or control of W&C," as defined below, shall be considered an assignment by W&C. However, this provision shall not be construed to confer on W&C any right or authority to assign all or any part of this Agreement without GROW's prior consent.

(b) In the event that during the term of this Agreement there is a "substantial change in the ownership and/or control of W&C" from the shareholders at the commencement of this Agreement by reason of a stock transfer, a sale, a merger, an acquisition, a buyout or other similar transaction, GROW shall have the right to terminate this Agreement without any further obligation or liability to W&C, within ninety (90) days of first learning of the substantial change in ownership and/or control of W&C. A "substantial change in ownership and/or control" is defined as a sale, transfer or change of more than 25% of the existing shares of stock from the shareholders at the commencement of this Agreement.

29. Entire Agreement.

This Agreement contains the entire understanding of the parties with respect to its subject matter. No oral statement or prior written matter shall have any force or effect. The parties hereby acknowledge that they are not relying on any representations or agreement other than those contained in the Agreement. This Agreement shall not be modified except by a written instrument subscribed by both parties hereto.

30. Severability.

If any term, covenant, condition or provision (or part thereof) of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such term or provision (or remained thereof) to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

31. Applicable Law.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania for contracts made and to be performed in Pennsylvania.

32. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile or electronic transmission shall be deemed for all purposes to be due execution and delivery by the undersigned.

IN WITNESS WHEREOF, the parties hereto have caused this Operating Agreement to be executed by themselves or by their respective duly authorized officers as of the day and year first above written.

Attest:

W AND C RAILROAD, LLC

Lauren M. Meier
(Seal)

g. J. Myles
by: Alfred T Myles, CEO

Attest:

GROWTH RESOURCES OF WELLSBORO
FOUNDATION

Mary S. Worthington
(Seal)

Paul E. Pelt
by:

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB Docket No. AB 1320X

GROWTH RESOURCES OF WELLSBORO FOUNDATION

– ABANDONMENT EXEMPTION –

IN TIOGA COUNTY, PENNSYLVANIA

**COMMENT ON BEHALF OF GROWTH RESOURCES OF WELLSBORO FOUNDATION (“GROW”)
IN RESPONSE TO STB’S DECISION ISSUED ON JUNE 8, 2022**

EXHIBIT D

AMENDMENT TO OPERATING AGREEMENT

**GROWTH RESOURCES OF WELLSBORO FOUNDATION
WELLSBORO AND CONRING RAILROAD, LLC**

JANUARY 1, 2022

AMENDMENT TO OPERATING AGREEMENT

This Amendment to Operating Agreement (this "**Amendment**") is made as of **January 1, 2022** (the "Effective Date"), by and between GROWTH RESOURCES OF WELLSBORO FOUNDATION ("GROW") and WELLSBORO & CORNING RAILROAD, LLC ("WCOR").

WHEREAS, WCOR and GROW are parties (or successors thereof) to that certain Operating Agreement dated **January 1, 2008** (the "Original Agreement"), in respect to the provision of Rail Services over a line of railroad owned by GROW; and

WHEREAS, GROW desires to abandon a portion of the line of railroad owned by GROW; and

WHEREAS, WCOR desires to eliminate the operation of the excursion train from the Rail Services provided; and

WHEREAS, GROW is willing to eliminate the excursion train obligation under the Original Agreement in exchange for WCOR's reasonable support and cooperation regarding the abandonment of all railroad track south of Wellsboro Junction (from MP .505 to MP 3.815) in order to facilitate the extension of the Pine Creek Rail Trail into the Borough of Wellsboro; and

WHEREAS, the parties have mutually agreed to modify the terms of the Original Agreement in the manner and to the extent hereafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed by the parties as follows:

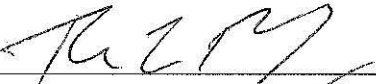
1. Section 9(i) of the Original Agreement is deleted in its entirety and replaced with "Intentionally Omitted."
2. All other references to the passenger train, passenger train services, or excursion train(s) in the Original Agreement are hereby deleted.
3. WCOR shall provide reasonable support and cooperation regarding the abandonment of all railroad track south of Wellsboro Junction (from MP .505 to MP 3.815) in order to facilitate the extension of the Pine Creek Rail Trail into the Borough of Wellsboro.
4. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Original Agreement.

5. The representations, covenants and recitations set forth in the recitals are material to this Agreement and are hereby incorporated into and made a binding part of this Amendment.
6. Except as expressly modified, supplemented, revised and/or amended herein, the terms and conditions of the Original Agreement remain in full force and effect and are hereby ratified, approved and confirmed.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Amendment as of the day and year first written above.

GROWTH RESOURCES OF
WELLSBORO FOUNDATION

WELLSBORO & CORNING
RAILROAD, LLC

By: 

By:  LEONARD WAGNER - President - 2/2/2022 4:50:29 PM

Name: Thomas E. Rudy, Jr.

Name: _____

Title: President

Title: _____

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB Docket No. AB 1320X

GROWTH RESOURCES OF WELLSBORO FOUNDATION

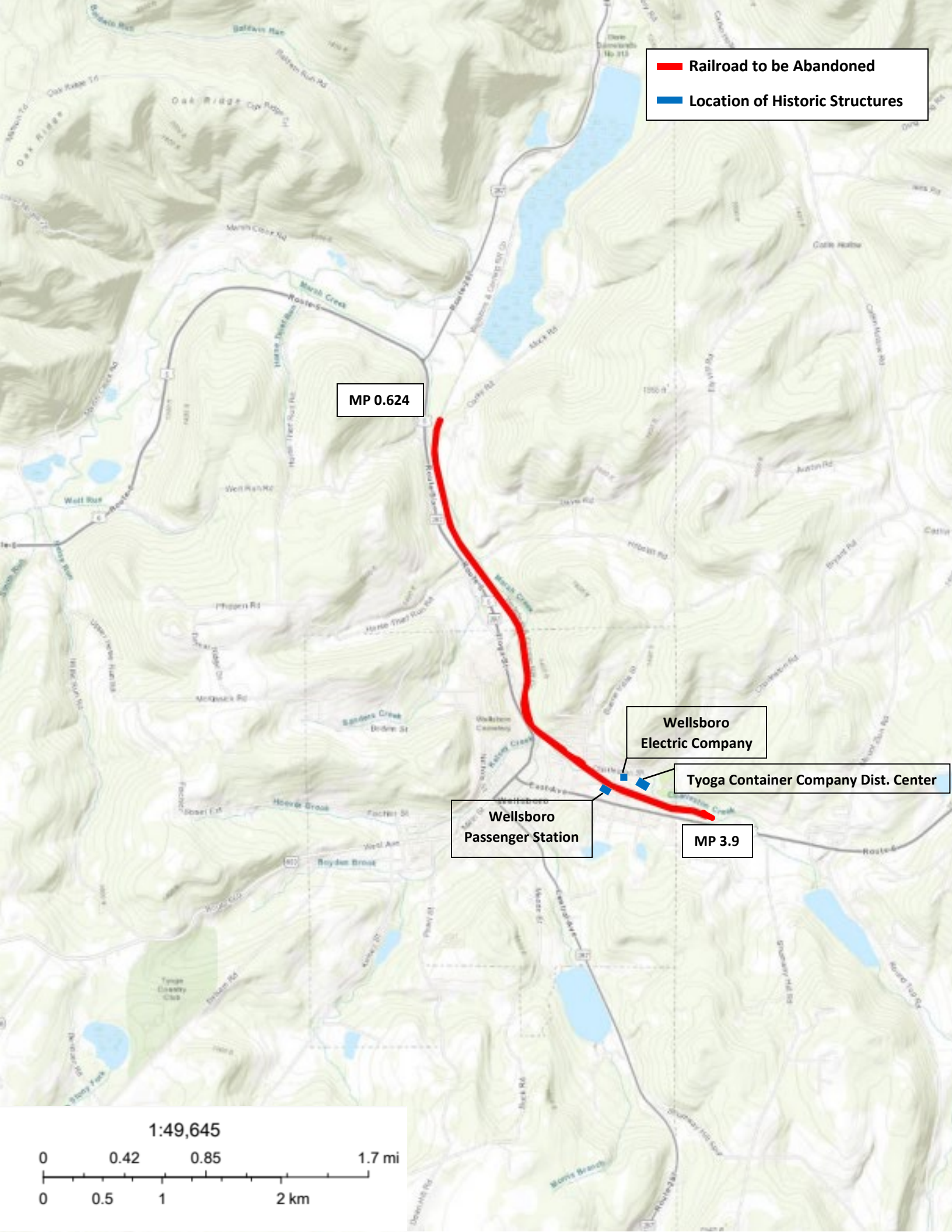
– ABANDONMENT EXEMPTION –

IN TIOGA COUNTY, PENNSYLVANIA

**COMMENT ON BEHALF OF GROWTH RESOURCES OF WELLSBORO FOUNDATION (“GROW”)
IN RESPONSE TO STB’S DECISION ISSUED ON JUNE 8, 2022**

EXHIBIT F

AMENDED MAP



- Railroad to be Abandoned
- Location of Historic Structures

MP 0.624

Wellsboro
Electric Company

Tyoga Container Company Dist. Center

Wellsboro
Passenger Station

MP 3.9

