
OWLETT & LEWIS, P.C.



Attorneys at Law

One Charles Street
P.O. Box 878, Wellsboro, PA 16901
www.OwlettLewis.com

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ENTERED

Office of Proceedings
June 1, 2022
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Public Record

June 1, 2022

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

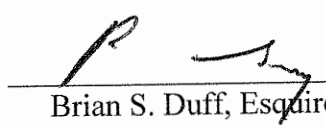
Re: Growth Resources of Wellsboro Foundation – Abandonment Exemption
Tioga County, Pennsylvania
Surface Transportation Board Docket No. AB 1320X

Dear Ms. Brown:

Enclosed for filing in the above referenced docket is the Amendment to the Operating Agreement between Growth Resources of Wellsboro Foundation and Wellsboro & Corning Railroad, LLC (WCOR). If there are any questions related to this filing, please contact me.

Very truly yours,

OWLETT & LEWIS, P. C.

By: 

Brian S. Duff, Esquire

Enclosure

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:

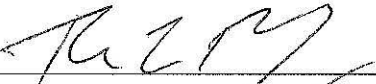
1. Section 9(i) of the Original Agreement is deleted in its entirety and replaced with "Intentionally Omitted."
2. All other references to the passenger train, passenger train services, or excursion train(s) in the Original Agreement are hereby deleted.
3. WCOR shall provide reasonable support and cooperation 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: _____