

RICHARD H. STREETER

ATTORNEY AT LAW
5255 Partridge Lane, N.W.
Washington, D.C. 20016
tele: 202-363-2011 fax: 202-363-2012
rhstreeter@gmail.com

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July 3, 2017

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

ENTERED
Office of Proceedings
July 3, 2017
Part of
Public Record

Re: AB No. 1242: Hartwell First United Methodist Church-Adverse Abandonment
And Discontinuance-The Great Walton Railroad Company, Inc., In Hart County,
GA

Dear Ms. Brown:

This letter is submitted electronically on behalf of The Great Walton Railroad Company (GWRC) along with GWRC's Motion Seeking Leave to File Sur-Rebuttal and Motion to Strike. GWRC's Motion is accompanied by Supplemental Verified Statements of Bennie Ray Anderson and Joseph Dorsey.

The filing includes a cumulative Table of Exhibits, as well as GWRC Exhibits No. 22 through 33. All parties of record have been served this date by first-class mail, postage prepaid. If you have any questions, please give me a call.

Respectfully submitted,

/s/ Richard H. Streeter

Richard H. Streeter

RHS:rs

Cc: All parties of record

**Before the
Surface Transportation Board
Washington, D.C. 20423**

STB Docket No. AB 1242

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

**MOTION SEEKING LEAVE TO FILE SUR-REBUTTAL
AND MOTION TO STRIKE**

Pursuant to 49 C.F.R. § 1117.1, The Great Walton Railroad Company, Inc. (GWRC), by and through counsel, respectfully requests the Surface Transportation Board (“Board”) for leave to file sur-rebuttal testimony in this adverse abandonment proceeding. Although the Board’s regulations do not specifically provide for sur-rebuttal, the Board will allow additional replies, and sur-replies if necessary, for “good cause” or when additional information is necessary to provide a complete factual record. *Waterloo Railway Company—Adverse Abandonment—Lines of Bangor and Aroostook Railroad Company and Van Buren Bridge Company in Aroostook County, Maine*, STB Docket No. AB-124 (Sub-No. 2)(served May 6, 2003), slip op. at 3.

In this case, sur-rebuttal is required to respond to certain evidence and arguments in Hartwell First United Methodist Church’s (Hartwell First) Rebuttal that do not constitute rebuttal and, that, in any event, should have

been filed with Hartwell First's application. It would be fundamentally unfair and a denial of administrative due process not to allow GWRC to respond to such evidence and arguments when it is attempting to retain its right to own and operate lines of railroad that it acquired in 1990.

GWRC also requests the Board, pursuant to 49 C.F.R. § 1104.8, to strike certain evidence that Hartwell First has introduced on rebuttal. As GWRC shall demonstrate, the evidence it seeks to strike is irrelevant and immaterial to the resolution of the only true issue in this proceeding, namely whether there is a current and future need to use the lines of railroad that are the subject of Hartwell First's adverse abandonment application.

I. The Board should strike specified portions of the testimony of Joe M. Whittemore because he lacks any qualifications to offer testimony regarding the condition of GWRC's tracks and its ability to restore rail service. Therefore, his speculative testimony is irrelevant and immaterial and, in any event, is not entitled to any weight.

Although Whittemore claims to be "qualified" to offer testimony, he clearly lacks any qualifications or expertise to offer expert testimony regarding the condition of the line of railroad that is the subject of Hartwell First's adverse abandonment application. As is revealed at pages 1-2 of his Verified Statement, Whittemore is a retired Certified Public Accountant who is currently occupying various positions associated with Hartwell First. None of those positions qualify him to offer any expert testimony regarding the "Condition of the Track" or what may be required to restore the tracks to active service.

Given his lack of any relevant background regarding the railroad industry, the Board should not accept his unfounded speculation regarding the condition of the rails. His claim (V.S. Whittemore at 9) that “it appears that a substantial amount of work still remains to be done to the track and ties before the Line Segment can be returned to active railroad service” reveals his lack of expertise. As Mr. Anderson has testified, had it not been for the emergency injunction obtained by Hartwell First, the tracks at issue would have been returned to active service months ago. V. S. Anderson at ¶ 15. Indeed, the fact that GWRC could restore the vast majority of the runaround track in two or three days over Thanksgiving of 2016 plainly shows that Whittemore’s speculative comments regarding the work needed to restore the tracks lack any foundation.

In addition, at page 9 of his rebuttal statement, Whittemore points to a photograph (Attachment 8 to his statement) of a damaged switch stand to support his assertion that “it does not appear that the switch to the north spur that the Railroad started constructing is in working condition.” That statement shows that he fails to comprehend that the object of the photograph is a “switch stand,” which is but a single component of a switch. Moreover, the second photograph in Hartwell First’s Attachment 8 reflects the switch stand that is located at the start of the turntable spur and has nothing to do with the runaround track that Hartwell First has characterized as the “north spur.”

In any event, the installation of a new switch stand will take but a couple of hours to install. Moreover, the cost of a switch stand is about \$600

(depending on whether a refurbished or new switch stand is inserted). Plainly, the argument at page 8 of Hartwell First's Rebuttal that "[i]t also appears that the switch to the north spur will need to be replaced," which is based on Whittemore's specious assertion, lacks any credibility. As GWRC's photographs 8 and 9 definitively show, the actual switch is in place and does not need to be replaced.

Whittemore's assumption that a locomotive could not operate over GWRC's mainline in 2007, based on 9-year old photographs, should be disregarded. In the first place, because GWRC "actively used the runaround track through 2007 to reposition the locomotive for movements from Hartwell to Bowersville and beyond,"¹ the conclusions drawn from the photographs in Attachment 7 to Whittemore's statement are not sustainable and are irrelevant and immaterial. Second, the photographs are not new evidence and, if they were relevant, should have been introduced with Hartwell First's application in April so that GWRC could have timely responded to them in its opposition statement.

Whittemore also suggests that there is no need to restore the runaround track because GWRC could utilize a different runaround track to service Quality. To support his suggestion, he claims that GWRC stores "approximately 4 miles of old flat cars on the Hartwell Line between Bowersville

¹ V. S. Anderson at ¶ 5.

and the ‘Airline Sidings.’”² In addition, he claims that “[t]he storage is evidently long term as they have been there for several years.”

It is true that GWRC stores specialized TTX flatcars that are owned by North America’s leading railroads on the lightly used line to Bowersville. However, the claim that these cars have been there for years reflects Whittemore’s lack of qualifications to offer testimony. Contrary to his statements, “these specialized flat cars, many of which are identical, are continuously placed in and pulled out of storage on an expedited basis to meet the needs of the railroads that own TTX, as well as hundreds of short-line and regional railroads.”³ As Mr. Anderson has explained, the length of time that a car or block of cars may be stored will vary from a few days to several months at a time. However, while the location within a cluster of stored cars is known, the physical location of the cluster can vary from day to day as cars are removed from storage.

However, unless they are in need of repairs, “*none of the TTX flat cars are ever placed in storage on the runaround track that is located at Airline.*”⁴ Thus, the storage of TTX cars on the Bowersville Line is a red herring that has no relevance in this case. The siding at Airline is reserved for TTX cars that are out of service and are being repaired. As Mr. Anderson explained during cross-

² V.S. Whittemore at 7.

³ Supplemental V.S. Anderson at ¶ 5.

⁴ *Id.*

examination during the hearing in Federal Court on February 9, 2017,⁵ “because the equipment we are working on is out of service,” it is not possible to utilize the track for runaround purposes. As Mr. Anderson has also explained, “the time that is needed to repair an out of service car can vary from a matter of hours to several weeks.”⁶ As a result, the Airline siding is constantly occupied by cars that need repairs before they can be placed back in service.

While Whittemore at page 9 of his statement purports to be knowledgeable about a permit that may be required from the Georgia Department of Transportation, there is nothing to indicate that GWRC would be denied the right to reinstall the tracks. GWRC anticipates that GDOT will work with it so that it can restore the tracks which are to be directly used as part of its line-haul transportation service for Quality. As Mr. Anderson has testified, he is unaware of any reason that GDOT would refuse to do so.⁷ The only thing that can be demonstrated by the introduction of the string of emails that Whittemore has introduced is that he has actively sought to pressure GDOT to deny and delay GWRC’s efforts to restore its tracks. The Board should condemn Whittemore’s efforts to enlist GDOT to prevent the restoration of

⁵ Appendix 7 of Hartwell First’s application includes excerpts of some testimony from the hearing on February 9, 2017, in the U.S. District Court proceeding. However, because Hartwell First did not include this segment of Mr. Anderson’s testimony, a copy of the relevant portion of Mr. Anderson’s testimony is attached to Anderson’s Supplemental Verified Statement.

⁶ Supplemental V.S. Anderson at ¶ 5.

⁷ *Id.* at ¶ 6.

GWRC's tracks. Those efforts cannot be reconciled with the preemption provisions of 49 U.S.C. § 10501(b). In any event, Hartwell First has failed to show why it did not introduce the correspondence with its application so that GWRC would have had an opportunity to respond to it in its reply.

According to Whittemore, three letters attached to his statement confirm that "there is no likelihood of any future need in downtown Hartwell for rail service over the Line Segment." The fact of the matter is that a current and future need to use the tracks in interstate transportation operations has been demonstrated and has not been rebutted. While the three companies that have submitted letters may have their own selfish motives to prevent GWRC from utilizing its tracks to provide safe and efficient service to Quality, those motives cannot overcome the Board's "statutory duty to preserve and promote continued rail service." *City of South Bend, IN v. Surface Transportation Board*, 566 F.3d 1166, 1168, 1171 (D.C. Cir. 2009), quoting *Cross Harbor R. R. v. STB*, 374 F.3d 1177, 1187 (D.C. Cir. 2004).

Furthermore, there is no requirement that future use of a line of railroad must involve a shipper that is located immediately adjacent to the segment of track that is the target of an adverse abandonment application. The key fact is that because there is available traffic that will use the Lines, the Lines should not be removed from the national rail system because a private party wishes to enlarge its real estate holdings to carry out its missions, or because an owner of property that is adjacent to the line objects to the tracks being "used for any purpose other than to service my building." Letter dated May 23, 2017, to

Cynthia T. Brown from Rick Glasco at p. 1 (Hartwell First Attachment 10).⁸ Such a restriction cannot be reconciled with the original 1919 Agreement, which clearly provides that the track as extended could be used for the business of third persons” who were not parties to the Agreement. Moreover, as reflected by GWRC photographs 1 through 4, the track as actually constructed and operated, did not extend in a straight line adjacent to the Clinkscates warehouse. Instead, it quickly merged into the mainline track and, as such, was used thereafter as a runaround track to reposition the Hartwell Railroad’s locomotives. Hence, it cannot be viewed as a mere industrial track that was used to provide service only to Clinkscates’ warehouse.

Not only are the three letters attached to Whittemore’s statement irrelevant and immaterial,⁹ they are examples of his determined efforts to interfere with GWRC’s efforts to restore service. In particular, the letter from Wilbur K. Chapman, with the header entitled “Revised Letter for your documentation,” which is included with his statement as Attachment 12, plainly indicates that Whittemore has spread the baseless rumor that GWRC “may use this section of rail line for long term storage of old or unused rail cars.” That same rumor is repeated in Attachments 10 and 11. Although GWRC has allowed TORCH temporarily to park its passenger car and caboose on GWRC’s line, GWRC has never stored any unused rail cars on the tracks

⁸ As an aside, it must be noted that the wife of the owner of Glasco Properties, LLC is the music director for Hartwell First.

⁹ Only the Glasco the letter was served on GWRC.

that are at issue herein, and there is nothing of record to indicate that it has any intention to do so.

Consistent with the Board's reasoning in *Norfolk Southern Railway Company—Adverse Abandonment—St. Joseph County, IN*, STB Docket A.B.-290 (Sub-No. 286) (STB served Feb. 14, 2008), slip op. at 7, there is nothing in the record to show that Hartwell First “would not be able to continue using [its] properties to carry out [its] mission or to develop [its] properties, if rail service on the Lines were restored.” Plainly, the existence of the tracks for nearly 130 years has not impeded Hartwell First from achieving its mission. Nor has the tracks' existence impeded any of the three adjacent landowners from pursuing their private businesses.

II. The hearsay evidence offered by Messrs., Edmunds and Whittemore regarding alleged comments and promises made by Mr. Anderson should be stricken on the grounds that it is immaterial and irrelevant and, in any event, is rebutted by the written license agreements between Hartwell First and GWRC that were negotiated and signed by Whittemore in his capacity as the Chair of the Hartwell First Building Committee.

The various licenses that GWRC offered to Hartwell First speak for themselves and show that GWRC has made a good faith effort to work with Hartwell First. They also show that GWRC unquestionably reserved the right to use the tracks for future rail service. While Mr. Edmonds complains that Mr. Anderson promised “on the side” that he would abandon the Lines if Hartwell First acquired the yarn plant property (V.S. Edmonds at 3), the fact of the matter is that Anderson routinely rejected Edmonds' repeated requests to abandon the tracks.

Unlike Edmonds and Whittemore's hearsay commentary, the licenses, which are signed by Whittemore, provide irrefutable written evidence of record regarding the relationship of the parties. Furthermore, they plainly reflect GWRC's reservation of "the paramount right to continue to occupy, possess and use the area of the crossing for any and all railroad purposes."¹⁰ That language clearly belies Whittemore's comment that GWRC never indicated at the time that the tracks were removed that the "removal was temporary or that it was retaining any right to re-construct, or had any future intention of using, the north spur."¹¹ Based on the fact that Whittemore signed all three of the licenses in his capacity as Chair of the Hartwell First Building Committee, it must be assumed that he carefully reviewed the licenses and understood the plain language contained therein before he signed them.¹² Simply put, the written license agreements rebut the comment at p. 13 of Hartwell First's Rebuttal that there was "never anything in the discussions or documents between the GWRC and Hartwell First that would have indicated" that the removal of the tracks was only meant to be temporary.

¹⁰ Paragraph 11 of License Agreements, GWRC Exhibits 7 and 8.

¹¹ V. S. Whittemore at 4.

¹² In response to Whittemore's suggestion at n. 1 of his statement that the tracks have adversely impacted access to the Church, GWRC respectfully requests the Board to note that Hartwell First has installed a circular drive between the tracks and the entrance to the Church that allows visitors to be dropped at the door and avoid any need to cross over the tracks, which have been in place since 1879. Furthermore, because Hartwell First owns a vacant lot that fronts on Chandler Street, there is nothing to prevent it from expanding access to the Church from Chandler Street, which would provide handicapped access to the Church's main building.

In addition, Hartwell First cannot avoid the provision in the national rail transportation policy that requires the encouragement of “safe and suitable working conditions in the railroad industry.” 49 U.S.C. § 10101(11). Because the tracks, when restored, will increase the safety and working conditions of GWRC employees, that policy must be applied in this proceeding. Indeed, it is shocking that a religious group could care so little for the safety and welfare of the GWRC employees who, at present, must ride on the side of the freight cars, in order to hop off and flag cars at multiple crossings.

III. There is a Documented Need for Current and Future Service.

Hartwell First frivolously argues that GWRC’s position is based on a “vague assertion that there could be a customer in the future.”¹³ Even though current volumes may not be great, Quality provided uncontested testimony that it has a present and future need for rail service, and its need is anticipated to expand.

Furthermore, while Hartwell First claims (Rebuttal at 4) that the situation herein “is unlike the situation” in the *Norfolk Southern* case, that argument also fails. In the first place, Quality has not only provided explicit testimony regarding its need for rail service, but it has also testified that trucking is not a realistic option, both in terms of cost and from an operational standpoint. In *Norfolk Southern*, not one shipper, either in the opening round or on reopening, ever expressed a need for rail service. Indeed, the University of

¹³ Hartwell First Rebuttal at 4.

Notre Dame made it clear that it was satisfied with the use of trucks to deliver coal to its plant from the Norfolk Southern transload facility located in South Bend.

As a result, the Board's *February 2008 Decision in Norfolk Southern* that denied the adverse abandonment application filed by the City of South Bend, Brothers of Holy Cross, Inc. and the Sisters of the Holy Cross, Inc., was based only on what was viewed as "a *potential* for renewed rail operations." Slip op. at 4 (emphasis added). In reaching its decision, the Board found, as is the case herein, that there was a rail carrier that was willing to carry traffic of the Lines; and that switches and tracks that had been removed "could be reinstalled." *Id.* It also found that "there is a shipper to which the coal *might* be delivered." *Id.*

In stark contrast to the situation herein, where a shipper is actively supporting GWRC's efforts to resume rail operations over the tracks that were temporarily removed, *no* shipper in *Norfolk Southern* supported the resumption of rail operations. In fact, Notre Dame, the only shipper that could have used rail service over the Lines, "publicly withdrew its support" of a railroad that expressed an interest in resuming rail operations. *Id.* at 5.

In addition, unlike the situation herein where the City of Hartwell and TORCH of Hartwell, Inc. have decided to remain neutral,¹⁴ in *Norfolk Southern* the City of South Bend was the applicant and voiced concerns about the

¹⁴ Because TORCH has not supported Hartwell First's application, the Board should ignore the concerns that Hartwell First has sought to advance regarding the TORCH Agreement which, as Hartwell First has conceded, is not evidence of an intent to abandon. Rebuttal at 5.

proximity of one of the Lines “to residential areas, parks, schools, and recreational centers, about the city streets that would be crossed, and about noise that rail operations over the Lines would produce.” *Id.* The City also asserted that the rights-of-way were “needed for the installation of a storm water sewer and a recreational trail.” *Id.* at 6. The Board, however, dismissed the City’s expressed concern about the noise, danger, and interference with vehicular traffic that would result from renewed rail service and found the City had not met the heavy burden that is imposed on the applicant in an adverse abandonment proceeding.

In addition, the Board in *Norfolk Southern* rejected the Religious Orders’ arguments that “keeping the Lines in place impedes the Orders from achieving their missions.” *Id.* at 7. As the Board reasoned, the record “does not indicate that the Orders would not be able to continue using their properties to carry out their missions or to develop their properties, if rail service on the Lines were restored.”

These same concerns, as well as others, were rejected when the Board denied reopening in its *August 2008 Decision* in *Norfolk Southern*. In that decision, the Board reiterated its previous findings that there was a product that “could move over the Lines,”¹⁵ and that there was a railroad that could provide the service. The Board also noted that Notre Dame had repeated its position that it did not “intend in the future to utilize this rail line for any

¹⁵ Slip op. at 2.

shipping purposes, whether to receive or delivery goods to or from the University.”¹⁶ Nevertheless, the Board, over the Vice Chairman’s dissent, refused to accept Notre Dame’s explicit statements that it had no intention of entering into an agreement with the South Bend shortline railway company to deliver coal. As the majority reasoned, “[b]y denying this adverse abandonment, we will have safeguarded the potential for the University to reevaluate its shipping needs and for some future shipper(s) to benefit from rail service.” *Id.* at 4. As noted above, the Board’s decisions in *Norfolk Southern* were affirmed by the D.C. Circuit.

Plainly, there is no reason for the Board in this case to depart from its past holdings that “authority for an adverse abandonment would not be granted, even in the absence of current traffic on a line, if there is a reasonable potential for future railroad use.” *Id.* at 6. Because a definite need for future railroad use has been firmly established by Quality’s uncontradicted testimony, the Board should find that a current and future need for the Lines compel it to deny Hartwell First’s application.

IV. Because Hartwell First did not introduce the deeds and other materials upon which it relies to attempt to substantiate its claim that it holds title to the parcels of land on which a spur was constructed to provide rail service to Farmers’ Union Warehouse, GWRC must be allowed to show that the quit claims offered by Hartwell First did not convey title to the parcel of land on the track in question was constructed prior to 1916.

¹⁶ *Id.* at 3.

Because GWRC is aware that the Board does not generally involve itself in title disputes, GWRC did not introduce deeds to disprove Hartwell First's repeated claims (Appendix at 13, 22, 24) that it owns the property on which GWRC is in the process of restoring a portion of the runaround track. In deciding not to introduce deeds as part of its filing in opposition to the adverse abandonment application, GWRC echoed Hartwell First's announcement at n. 3 of its application that it had decided not to submit deeds because the ownership issue was not directly related "to the abandonment/discontinuance issues" involved in this case.

However, Whittemore's introduction of a quit claim deed from Springs Industries and other materials to support Hartwell First's claims that it holds title to the parcel of property over which the spur track was constructed early in the 20th century has left GWRC no alternative but to respond. A thorough review of *all* relevant deeds demonstrates that Hartwell First does not hold any title to the real property on which the 258-foot spur track, which was subsequently converted into a runaround track, was constructed. See Supplement Verified Statement of Joseph Dorsey that is submitted herewith and certified copies of relevant warranty deeds attached thereto.

It is well established under Georgia real property law that quit claim deeds, unlike warranty deeds, provide no assurance that any interest in the real property has been conveyed. O.C.G.A. § 44-5-61 provides that "In a sale of land there is no implied warranty of title." Therefore, in Georgia practice, for a deed to provide a meaningful representation that the grantor has some real and

actual interest in the land being conveyed, such as the actual right to sell, the deed must make some reference to a warranty. O.C.G.A. § 44-5-62 states that “A general warranty of title against the claims of all persons includes covenants of a right to sell, of quiet enjoyment, and of freedom from encumbrances.” This is referred to in Georgia practice as a General Warranty Deed. Further, O.C.G.A. § 44-5-63 states, “In a deed, a general warranty of title against the claims of all persons covers defects in the title even if they are known to the purchaser at the time he takes the deed.” Thus, without these express declarations of a warranty, any person, with or without an interest in the land, may execute a quit claim deed and the grantee receives only that which is later shown that the grantor possessed at the time of the conveyance.

Briefly summarized, the materials that Whittemore has submitted present a false and misleading picture regarding title to the real property that underlies the location of the 258-foot spur that was constructed prior to 1916. In particular, he has withheld information from the Board regarding multiple deeds in the chain of title associated with the Farmers’ Union or Perfect Pea Picker Lot that conclusively prove that Hartwell First **did not** acquire a “strip of property approximately 100 feet (or 97.74 as currently measured) wide and running along the railroad right of way between Webb Street and Bank (now Chandler) Avenue.”¹⁷

¹⁷ Hartwell First Rebuttal at 11.

At most, Hartwell First acquired title to a lot “which faces only ninety (90) feet on Webb Street and runs back in parallel lines (80) feet, more or less.” This is the description of the Perfect Pea Picker Lot that Hartwell Mills acquired from J. N. May by warranty deed dated May 24, 1937. See GWRC Ex. 30, attached to Supp. V.S. Dorsey. Simply put, because Springs Industries is the ultimate successor-in-interest to Hartwell Mills, it could not convey more title to Hartwell First than Hartwell Mills acquired from J. N. May.

An unbroken line of recorded warranty deeds proves that the 2002 quit claim deeds from Springs Industries, Hart County Industrial Building Authority and Sun Trust Bank, upon which Hartwell First relies, could not have conveyed title to 100 feet of property measured from the adjoining lot located to the north of the Farmers’ Union or Perfect Pea Picker Lot that fronts on Webb Street. In short, a gap of 10 feet exists between the southern boundary of the Farmers’ Union or Perfect Pea Picker Lot and the original northern boundary of the Hartwell Railroad’s right-of-way that dates to 1881. Furthermore, a similar gap exists with respect to the former property of C. I. Kidd through which the spur track was constructed. See *infra* at 22.

There is one other crucial factor that Whittemore has chosen to ignore. At no point does the former spur extend an additional 10 feet beyond the original right-of-way that Hartwell Railroad acquired in 1881. Instead, the track that GWRC is attempting to restore fits snugly within the gap in Hartwell First’s title, whether the gap is 10 feet or only 7.74 feet as currently measured. For purposes of this proceeding, the Board should note that the spur track

shown on the 1916 “Right-of-Way and Track Map” of the Hartwell Railway was constructed by Southern Railway, which then owned the Hartwell Railway, within the gap that is reflected in the chain of title. Moreover, it was constructed with no protests being raised by C. I. Kidd or the Farmers Union. Furthermore, after Southern Railway sold the Hartwell Railway to local businessmen in October 1924, no one ever claimed that the track trespassed on the property of the adjoining owners.¹⁸

In his statement, Whittemore says that “the Church commissioned a new survey, a copy of which is attached as Attachment 4, that confirms that the Church owns the property up to the Railroad’s 20 foot right of way, and that the north spur was located outside of the 20 foot right of way and on property now owned by the Church.”¹⁹ There is, however, nothing about the survey that proves Hartwell First holds title to the strip of real property on which the spur track was constructed.

He also claims that “[r]esearch by our counsel and his staff, have traced title to the eastern portion of this parcel back to the 1891 transfer of a parcel approximately 60 feet along the railroad right of way x100 feet along Webb Street made by Louisa J. Townsend (f/k/a Louisa Thornton) to several

¹⁸ As reflected in a 1924 article published in the Hartwell Sun that announced Southern Railway’s sale, the Southern, during the past several years “has spent thousands of dollars improving the roadbed”. That same article contains the statement that “the transfer of the stock and deeds” had been effected on October 10, 1924. However, a search of the deeds in the Office of the Superior Court in Hartwell has revealed that the deeds were not recorded in Hart County, GA.

¹⁹ V.S. Whittemore at 6.

individuals and then in in 1907 from the successors to those individuals to Farmers' Union Warehouse Company.”²⁰ Although Whittemore states that copies of these deeds are attached as Attachments 5 and 6, the Board should note that only a portion of the Townsend deed was introduced. A certified copy of the entire deed is included herewith as GWRC Exhibit 22. The segment of Mrs. Townsend's deed that was omitted reveals that it was conveyed to members of the Farmers' Alliance with a “view of building an Alliance warehouse for the use of Alliance men or lodges as should take stock in the service.” The Farmers Alliance was an entity that was established in 1879 to advance the interests of cotton farmers by wresting control from the cotton exchanges.²¹

Following the collapse of the Farmer's Alliance, the Farmers' Educational and Cooperative Union (Farmers' Union) emerged as its replacement. Contrary to the Alliance's approach, Farmers' Union, whose local unions functioned pursuant to elaborate by-laws that governed their business dealings,²² focused on the importance of warehouses. As reflected by the contract dated August 9, 1907, the Building Committee of the Farmers' Union of Hart County contracted with A. N. Alford and McAlphin Thornton, who agreed to provide the funds to

²⁰ *Id.*

²¹ Charles Simon Barrett, *The Mission, History and Times of the Farmers' Union*, 178 (1909).

²² *See, e.g., id.* at 138-146 (“The business to be carried on by said corporation is to buy, build, own, lease and operate warehouses throughout the State of Georgia ...”).

acquire the lot that Louisa Townsend had conveyed to the Farmers' Alliance.²³

On December 15, 1907, the lot was conveyed to the Farmers' Union Warehouse Company. GWRC and Hartwell First agree that the 1907 deed, as had the 1891 deed, described the lot as follows:

A certain tract or parcel of land lying and being in the City of Hartwell, Georgia, same lying on the north side of The Hartwell Railroad at the crossing of Webb Street and running north with said street to the Van Duzer lot, about (100) one hundred feet, to the corner of said lot; thence west with said Van Duzer line to the corner of Van Duzer garden (now McAlphin Thornton) about (60) sixty feet; thence south 12 west to Railroad right of way; thence with said Railroad right of way to place of beginning (1/8) one eighth acre, more or less.

What Hartwell First has failed to disclose is that the distance along Webb Street between the McAlphin Thornton line and the southern boundary of the Warehouse lot was subsequently reduced from 100 feet to only 90 feet by later owners of the lot. Beginning with two warranty deeds dated January 5, 1922, from The Perfect Pea Picker Company, Inc. to C. W. Rice, the lot has been consistently described as "facing 90 feet on Webb Street, running back equidistant 80 feet, being bound on the East side by Webb Street; South by Southern Railway right-of-way; West by lot owned by C. I. Kidd; North by property of McAlphin Thornton." Deed Book 29, pages 577 and 578. GWRC Exhibit 26 and 27. *See also*, warranty deed from C. W. Rice to T. H. Johnson,

²³ As an aside, A. N. Alford became a Director of the Hartwell Railway when it was acquired from Southern Railway in 1924. Furthermore, both he and McAlphin Thornton were directors of Farmers & Merchants Bank, whose President, J. H. Skelton, served as counsel for the Hartwell Railroad. *See* Lucian L. Knight, *A Standard History of Georgia and Georgians* 154 (1917).

dated February 5, 1926, Deed Book 35, page 240 (GWRC Exhibit 28); warranty deed from T. H. Johnson to J. N. Mays, dated August 5, 1929, Deed Book 35, page 359 (GWRC Exhibit 29); warranty deed from J. N. Mays to The Hartwell Mills, Deed Book 39, page 544 (GWRC Exhibit 30). Because Mr. Dorsey's Supplemental Verified Statement not only sets forth the relevant portions of each of the deeds in the chain of title and also includes certified copies of each deed for the Board's review, this pleading will not duplicate Dorsey's efforts.

It must be noted, however, that the J. N. May deed circles back to the Perfect Pea Picker conveyance to Clarence Rice when it states that:

This tract of land is fully described by a deed from Perfect Pea Picker Co., to Clarence Rice of record in office of Hart Superior Court. This lot faces ninety (90) feet on Webb Street and runs back in parallel lines (80) feet, more or less.

In short, even if the original 100 feet in the 1907 deed is currently 97.74 feet, Hartwell Mills acquired a lot that was only 90 feet from its southern most point to the property line of McAlpin Thornton and the Lessie K. Page estate. Hence, Hartwell First does not hold title to the 10-foot gap (or a "7.74 foot gap as currently measured"). Hartwell First Rebuttal at 11.

The foregoing discussion applies directly to the original lot that Louisa J. Townsend conveyed to Farmers Alliance that was acquired by Farmer' Union Warehouse in 1907. It does not address the segment of property that was owned by C. I. Kidd that would include the point at which the 258-foot spur first passed outside of the original Hartwell Railroad right-of-way. However, as

GWRC has recently discovered, in 1914, a group of farmers, including T. M. Myer, who was on the 1907 Building Committee of the Farmer's Union of Hart County, acquired two parcels of real property from C. I. Kidd.²⁴

As Dorsey has explained in detail, the quit claim deed from C. I. Kidd to L. S. Brown, T. G. Thornton, S. L. Thornton, T. M. Myers, and J. W. Scott, dated March 3, 1914, is recorded in Deed Book V, at page 84. GWRC Exhibit 31. The deed conveyed all the right, title, interest, claim or demand that C. I. Kidd has or may have had, in two parcels of land that adjoin the boundary line of the Hartwell Railroad, run from a point that is located just short of the spot where the spur penetrates beyond the original right of way and extends to the eastern most end of C. I. Kidd's property where it bounded the western side of the Farmers' Union lot. Acquisition of the Kidd property to allow the spur to reach the actual warehouse located to the east would be wholly consistent with the goals of the Farmers' Union.²⁵

Apparently, the March 3, 1914 conveyance was not discovered by Addie K. Hailey, who was C. I. Kidd's daughter, or by The Hartwell Mills, when, in 1955, Hailey conveyed a parcel of land that extended from Chandler Street to the property that Hartwell Mills had earlier acquired from J. N. Mays in 1937.

²⁴ A review of the 1910 Census Reports shows that all five individuals who were parties to the 1914 contract were farmers.

²⁵ The Board should also note that the sketch prepared by the Southern Railway's Engineering Department in 1919 as part of the Clinkscapes Agreement shows the spur is located less than five feet beyond northern boundary of the original right-of-way as it crosses into the real property that C. I. Kidd conveyed in 1914 to what appears to be the members of the Building Committee of the Farmers' Union Warehouse as then constituted.

GWRC Exhibit 32. Given the provision in the 1907 Deed includes the provision that “neither the said C. I. Kidd nor his heirs, nor any other person or persons claiming under him, shall at any time hereafter, by any way means, claim, or demand, any right, or title to the aforesaid, any claim that Hartwell Mills may have had to the parcels that C. I. Kidd previously conveyed cannot survive close scrutiny.

Although Hartwell First relies on the quit claim deeds it acquired from the successors in interest of Hartwell Mills, namely Springs Industries, Inc. successor by merger to Dundee Mills, Incorporated,²⁶ and others, the quit claim deeds do not establish title to the entirety of Tract 2. Instead the unbroken chain of title from the Perfect Pea Picker Co. deed to the 1937 conveyance to Hartwell Mills shows that Hartwell First held title only to 90 feet of property, which GWRC does not contest. Because the spur that was constructed for the Farmers Union Warehouse was located within the 10-feet of property that lies between the southern part of the real property to the north and the Hartwell Railroad that was not conveyed to Clarence Rice and thereafter to Hartwell Mills, GWRC is not trespassing on any property for which Hartwell First holds title.

Moreover, the quit claim deeds are all based on a survey, dated August 24, 1990, that Dean H. Teasley prepared for the Hart County Industrial Building Authority. GWRC Exhibit 33. The plat reflects a parcel of land to the

²⁶ Dundee Mills was merged with Hartwell Mills as of June 1, 1990.

north of the Hartwell Railroad, labeled Tract 2, that contains 0.564 acres. As herein pertinent, Tract 2 reflects the frontage on Webb Street as being 97.74 feet instead of 97.75 feet.²⁷ As Mr. Dorsey has explained, the Teasley survey is not accurate. Supplemental V.S. Dorsey at ¶ 14.

As Dorsey has also explained, there is nothing on the face of the plat to indicate that Mr. Teasley conducted a title search prior to conducting his survey. Furthermore, as reflected by his failure to reflect the spur that was located between Hartwell Mills' Main Building and the main line of the Hartwell Railroad, as well as the turntable spur that led to the west after passing over the southwestern edge of the parcel designated as Tract 2, the plat is an erroneous depiction of the land that was surveyed.

Given the existence of multiple recorded conveyances that demonstrate the frontage of the Farmers' Union or Perfect Pea Picker Lot on Webb Street was reduced from 100 feet to only 90 feet by prior owners before the conveyance to Hartwell Mills, only two conclusions can be drawn. Either the search conducted by First Hartwell's title examiners was not as thorough as Whittemore suggests, or First Hartwell has sought to cover up the gap in the chain of title to mislead its transportation attorney and the Board.²⁸

²⁷ Both Whittemore (at page 6 of his statement) and Hartwell First at page 11 of the rebuttal have misstated the length of line 4 on Teasley's drawing.

²⁸ Because GWRC had no opportunity to review the merits of Hartwell First's claims prior to the emergency hearing before the Superior Court on November 28, 2016, it was not able to offer any testimony. Hence, the entire chain of title has not yet been considered by that court.

In summary, even though GWRC has not yet been able to locate a deed or other document that would conclusively show that Hartwell Railroad acquired title to the property on which the railroad constructed the track to service Farmers Union, that does not mean that GWRC has trespassed on Hartwell First's real property. In fact, the foregoing discussion regarding the chain of title conclusively demonstrates that Hartwell First has no legitimate basis for interfering with GWRC's efforts to restore service.

In any event, it cannot be disputed that the Hartwell Railroad openly operated over the parcel of land on which the track was constructed without any questions being raised by any party, including the local businessmen that acquired ownership and control of the Hartwell Railroad from Southern Railway in 1924. And as Edmonds has candidly admitted, when it acquired its real property, "[t]he Church was aware of the existence of the spur and main line tracks".²⁹

CONCLUSION

Because an immediate and future need to use the tracks has been demonstrated, and because trucking is not a viable alternative for Quality Limited, LLC, the Board should summarily deny Hartwell First's adverse abandonment application so that GWRC can expeditiously pursue its judicial remedies and finalize the restoration of the main line and runaround tracks.

²⁹ V.S. Edmonds at 2.

Respectfully submitted,

/s/ Richard H. Streeter

Richard H. Streeter
Law Office of Richard H. Streeter
5255 Partridge Lane, N.W.
Washington, D.C. 20016
202-363-2011
rhstreeter@gmail.com
Counsel for The Great Walton Railroad

Dated: July 3, 2017

Certificate of Service

I, Richard H. Streeter, hereby certify that I have this 3rd day of July served all parties of record, by first-class mail, postage prepaid.

/s/ Richard H. Streeter

Before the
SURFACE TRANSPORTATION BOARD

STB Docket AB No. 1242

Hartwell First United Methodist Church—Adverse
Abandonment and Discontinuance—
The Great Walton Railroad Company, Inc.,
in Hart County, GA

Supplemental Verified Statement of Bennie Ray Anderson

1. My name is Bennie Ray Anderson. My business address is 1096 North Cherokee Road, Social Circle, GA 30025. I have personal knowledge of the facts stated herein and am duly authorized to present this Supplemental Verified Statement on behalf of The Great Walton Railroad Company (GWRC).
2. I have reviewed the Rebuttal Statements of Jack Edmunds and Joe M. Whittemore and must respond to several misleading and erroneous comments. I wish to make it clear that while we have had multiple conversations over the past few years regarding the tracks, I never indicated to either Edmunds or Whittemore that I would abandon the tracks if the Church decided to buy the yarn plant. I must object to Edmunds comment at page 3 of his statement that I “committed ‘on the side’ that once the Church purchased the plant property [that I] would abandon from Athens Street to the old depot and deed over to the Church whatever track property [they] wanted from Webb Street to Bank Avenue.” I never committed to abandoning the lines at any

time. While I indicated that *if* I decided to abandon, I would consider donating the real property to the Church, I never set a date for doing so.

3. It is true that I agreed to allow the Church to cross over all of the tracks and provided them with written license agreements that are part of the record. Because Mr. Whittemore signed all of the licenses, including the August 1, 2008 Agreement that granted Hartwell First "the right to use two private sidewalk crossings," I must reject his claim that he was never made aware that we were retaining the right to reconstruct and use all of the tracks. The language in paragraph 11 reserved the railroad's "paramount right to continue to occupy, possess and use the area of the crossing for any and all railroad purposes." Unlike Hartwell First, which has openly breached its agreement that it "shall not at any time own or claim any right, title or interest in or to railroad's property occupied by said crossing," we have never reneged on that Agreement.

4. At page 7 of his rebuttal statement, Whittemore suggests that no rail service has been performed on the main line or on the runaround track since 1997. That suggestion is false. Although no active shippers remained to the east of Webb Street, the tracks were used in runaround service for years after 1997. Whittemore also implies that, on December 26, 2007, a tractor was used to move three cars from the depot area because it was not possible to operate a locomotive over the tracks. There was nothing that prevented the use of a locomotive to move the three cars. The tractor was used only for the sake of convenience and had nothing to do with the condition of the tracks.

5. Whittemore's comments regarding the storage of TTX rail cars are misleading. It is true that we provide an essential service for the rail industry by storing TTX cars on segments of the line from Hartwell to Bowersville. Contrary to Whittemore's comments, these specialized flat cars, many of which are identical, are continuously placed in and pulled out of storage on an expedited basis to meet the needs of the railroads that own TTX, as well as hundreds of short-line and regional railroads. While the length of time that a car or block of cars may be stored will vary from a few days to several months at a time. However, while the location within a cluster of stored cars is known, the physical location of the cluster can vary from day to day as cars are removed from storage. I must repeat my previous testimony that none of the TTX flat cars are ever placed in storage on the runaround track that is located at Airline. The siding at Airline is reserved for TTX cars that are out of service and are being repaired. As I explained during cross-examination during the hearing in Federal Court on February 9, 2017, because the equipment we are working on is out of service, it is not possible to utilize the track for runaround purposes. Furthermore, the time that is needed to repair an out of service car can vary from a matter of hours to several weeks. As a result, the Airline siding is constantly occupied by cars that need repairs before they can be placed back in service. Therefore, Whittemore's suggestion that the Airline siding is not a viable alternative.

6. I must also object to Whittemore's suggestion that GWRC will not be able to obtain permission from GDOT to restore the tracks across Webb

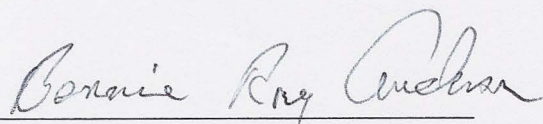
Street. I fully anticipate that GDOT will work with us to restore the tracks and am not aware of any reason why they would refuse to do so.

7. I have also reviewed the three letters that Whittemore has solicited from individuals that have property that is adjacent to the tracks in Hartwell. I wish to make it clear that I have never used the tracks that are east of Webb Street to store any cars. In addition, I have no intent to do so in the future. In response to the complaint voiced by Mr. Chapman regarding the caboose and old passenger car, those cars are owned by TORCH, and not by the railroad. Any complaints regarding those cars should be directed to TORCH.

VERIFICATION

I, Bennie Ray Anderson, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed on this 3rd day of July, 2017.


Bennie Ray Anderson

Before the
SURFACE TRANSPORTATION BOARD

STB Docket AB No. 1242

Hartwell First United Methodist Church—Adverse Abandonment and
Discontinuance—Hartwell Railroad Company
and The Great Walton Railroad Company, Inc.,
in Hart County, GA

Supplemental Verified Statement of Joseph Dorsey

1. My name is Joseph Dorsey. I am Vice President and General Manager of The Great Walton Railroad. My business address is 5245 Bowersville Hwy, Bowersville, GA 30516. I have personal knowledge of the facts stated herein and am duly authorized to present this Supplemental Verified Statement on behalf of The Great Walton Railroad Company (GWRC), which owns and operates over the Line. I have carefully reviewed the Application for Adverse Abandonment filed by the Hartwell First United Methodist Church, Inc. (Hartwell First) and will respond to various unsubstantiated claims and false statements that are contained in that document.

2. As I previously explained, over the past months, I have spent many hours reviewing deeds and records in the Hart County Clerk of Court's Office attempting to locate a deed that would support Hartwell First's claim to own the real property on which the former 258-foot spur was constructed prior to 1916, as well as a deed that would reflect the railroad's ownership of the parcel of land under which the track is located. As of this date, I have not been able

to locate any record to support Hartwell First's claims that it holds title to that real property. As I have discovered from my own review of relevant deeds, Hartwell First cannot support its claim to hold title to the real property on which the spur that was originally constructed.

3. I have carefully reviewed the Rebuttal Verified Statement of Joe M. Whittemore and the deeds and other documents attached to that statement, including the 1891 deed to the lot that Louisa J. Townsend conveyed to Farmer's Alliance. Because Hartwell First did not include the entire deed, a certified copy is attached hereto as GWRC Exhibit 22. I have also attached a copy of the contract, dated August 9, 1907, whereby members of the Building Committee of the Farmer's Union of Hart County, which included L. S. Brown, T. B. Thornton, S. L. Thornton, T. M. Myers, and J. W. Scott, arranged for financing to acquire the identical property that Mrs. Townsend had conveyed to the Farmer's Alliance. GWRC Exhibit 23.

4. On December 15, 1907, the lot was conveyed to the Farmers' Union Warehouse Company. A certified copy of that deed is attached as GWRC Exhibit 24. GWRC and Hartwell First agree that the 1907 deed, as had the 1891 deed, described the lot as follows:

A certain tract or parcel of land lying and being in the City of Hartwell, Georgia, same lying on the north side of The Hartwell Railroad at the crossing of Webb Street and running north with said street to the Van Duzer lot, about (100) one hundred feet, to the corner of said lot; thence west with said Van Duzer line to the corner of Van Duzer garden (now McAlphin Thornton) about (60) sixty feet; thence south 12 west to Railroad right

of way; thence with said Railroad right of way to place of beginning (1/8) one eighth acre, more or less.

5. In 1920, the Farmer's Union Lot was acquired by The Perfect Pea Picker Company. The warranty deed for this conveyance (GWRC Exhibit 25) described the lot as follows:

Beginning at a stake corner on the Hartwell Railroad, and running along Webb Street in a northerly direction about 100 feet to a stake corner on McAlpin Thornton's line; thence along said Thornton's line a westerly course 100 feet to a stake on C. I. Kidds line; thence along said Kidd's line a southerly course about 86 feet to the Hartwell Railroad; thence along said Railroad an easterly course 100 feet to the beginning corner.

6. As reflected by two warranty deeds, dated January 5, 1922, the dimensions of the Lot were reduced from 100 feet fronting on Webb Street to only 90 feet. In the deeds from The Perfect Pea Picker Company, Inc. to C. W. Rice, the lot has been consistently described as "facing 90 feet on Webb Street, running back equi-distant 80 feet, being bound on the East side by Webb Street; South by Southern Railway right-of-way; West by lot owned by C. I. Kidd; North by property of McAlphin Thornton." Deed Book 29, pages 577 and 578. GWRC Exhibits 26-27.

7. In the warranty deed from C. W. Rice to T. H. Johnson, dated February 5, 1926, Deed Book 35, page 240. GWRC Exhibit 28, the parcel being conveyed is described as follows:

All that lot or parcel of land lying and being in the City of Hartwell, Hart County, Georgia, known as the Pea Picker lot or Union Warehouse lot, bounded on the

north by lot of McAlphin Thornton; on the east by Webb Street; on the south by the Hartwell Railroad and on the west by lot of C. I. Kidd. Said lot has a frontage on Webb Street of 90 feet, and runs back in parallel lines 80 feet.

The change of ownership from the Southern Railway, as shown in the foregoing deed, to the Hartwell Railroad reflects Southern's October 1924 sale of the Hartwell Railroad to local citizens.

8. On August 5, 1929, T. H. Johnson conveyed the lot to J. N. Mays. Deed Book 35, page 359. GWRC Exhibit 29. The lot is described in the warranty deed as follows:

All that lot or parcel of land lying and being in the City of Hartwell, Hart County, Georgia, known as the Pea Picker lot or Union Warehouse lot, bounded on the north by lot of McAlphin Thornton, now W.C. Page, on the east by Webb St., on the south by Hartwell R. Co., and on the west by lot of C. I. Kidd. Said lot has a frontage on Webb St. of 90 feet, and runs back in parallel lines 80 feet.

9. On May 24, 1937, J. N. Mays conveyed the lot to The Hartwell Mills. Deed Record No. 39, page 544. GWRC Exhibit 30. The lot is described in the warranty deed as follows:

A certain tract or parcel of land, situated, lying and being in the City of Hartwell, said State and County, and formerly known as the Perfect Pea Picker plant and lot, and being bounded by Hartwell Railway Co., on the south; on east by Webb Street; on the north by property of Lessie K. Page estate, formerly McAlpin Thornton homeplace, and on the west by C. I. Kidd estate.

This tract of land is fully described by a deed from Perfect Pea Picker Co., to Clarence Rice of record in office of Hart Superior court. This lot faces ninety (90)

feet on Webb Street and runs back in parallel lines (80) feet, more or less.

10. The foregoing deeds involve only the Farmer's Union or Pea Picker Lot. As is reflected by the Hartwell Railway's Valuation map, dated June 30, 1916, the spur first passed outside of the original Hartwell Railroad right-of-way at a point that is approximately 160 feet to the west of the point of terminus of the spur near Webb Street. The point at which the spur for the first time extends beyond the railroad's original right-of-way is located on property that was once owned by C. I. Kidd. The remainder of the spur passes through the Farmer's Union Warehouse Lot.

11. As I have recently discovered, in 1914, C. I. Kidd conveyed two tracts of real property to L. S. Brown, T. G. Thornton, S. L. Thornton, T. M. Myers, and J. W. Scott. As noted in ¶ 3 above, T. M. Meyers served on the 1907 Building Committee of the Farmer's Union. The quit claim deed from C. I. Kidd to L. S. Brown, et al., dated March 3, 1914, is recorded in Deed Book V, at page 84. GWRC Exhibit 31. The deed conveyed all the right, title, interest, claim or demand that C. I. Kidd has or may have had, in and to the following tracts or parcels of land.

The first parcel is described as follows:

All that tract or parcel of land ... commencing at a point on the right of way of the Hartwell Railway Co., and running thence nearly north course four feet to a corner, thence nearly a west course sixty seven feet to said right of way and thence along said right of way to the beginning corner, bounded on North by lands of

said C. I. Kidd on east by Farmers Union Warehouse lot and on the south by Hartwell Railroad right of way.

The second tract or parcel was described as follows:

Also a tract or parcel of land containing approximately 3500 square ft more or less, fronting on the Hartwell Railroad forty feet on the South; thence West up said railroad to corner thence North up said Kidds line about 86 ft. the full length of Kidd's line down Mc Thornton's line on the North 40 feet to Farmers' Union Warehouse lot, thence said down line about 86 feet, adjoining the Hartwell Railroad, on the South, Charles I. Kidd on the West; Mc Thorntons on the North and the Farmers Union Warehouse lot on the East, in the 1112th District G. M., of Hart County, agreeably to original survey; containing Acres more or less, with all the rights, members and appurtenances to said parties aforesaid, in anywise appertaining or belonging.

The conveyance concluded with the following statement:

To have and to hold the said bargained premises to the said parties above mentioned so that neither the said C. I. Kidd nor his heirs, nor any other person or persons claiming under him, shall at any time hereafter, by any way means, claim, or demand, any right, or title to the aforesaid.

12. Those parcels, which adjoin the boundary line of the Hartwell Railroad, run from a point that is located just short of the spot where the spur penetrates beyond the original right of way and extends to the eastern most end of C. I. Kidd's property where it bounded the western side of the Farmers' Union lot.

13. I have also examined the sketch prepared by the Southern Railway's Engineering Department. That sketch, which was prepared in 1919, plainly shows that the spur fits within the parcel of real property that C. I. Kidd

conveyed in 1914 before it enters the adjoining Farmer's Union property to the east. I must also note the comment in the 1919 sketch that "Add'l R/W to be acquired from R. P. Clinkscales." Because Farmer's Union was not a party to the 1919 Agreement, and because the 1919 Agreement states that easterly segment of the existing spur was owned by the Railroad, I must suggest that the Southern Railway acquired ownership of the parcel of land on which it constructed the original spur. I readily admit, however, that I have not been able to find a deed that would confirm the railroad's ownership.

14. However, the chain-of-title reflected in the foregoing deeds demonstrates that Hartwell First cannot establish that it holds title to the ten-foot strip of property on which the spur was constructed. At most, Hartwell First holds quit claim deeds from the successors in interest of Hartwell Mills, namely Springs Industries, Inc. successor by merger to Dundee Mills, Incorporated in 1990, and others, the quit claim deeds do not establish title to the entirety of Tract 2, which is reflected in a plat, dated August 24, 1990, made by Dean H. Teasley. I have reviewed the Teasley plat and can confirm that it contains a major error. It fails to reflect the existence of the turntable spur track located to the north of GWRC's mainline that extends in a westerly direction from within the boundaries of Tract 2. Moreover, the drawing does not indicate that Teasley made any attempt to verify title to the property by researching the deeds that are on file in the Office of the Clerk of the Superior Court of Hart County.

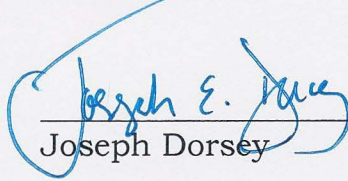
15. In summary, the line of warranty deeds from the Perfect Pea Picker Co. deed to the 1937 conveyance to Hartwell Mills shows that Hartwell First holds title only to 90 feet of property, which GWRC does not contest. Because the spur that was constructed to provide rail service to the Farmers Union Warehouse is located within the 10-feet of property that that was not conveyed to Clarence Rice and thereafter to Hartwell Mills, GWRC is not trespassing on any property for which Hartwell First holds title.

16. I have also located an article published in the Hartwell Sun, dated October 17, 1924, that reported Southern Railway's sale of the Hartwell Railroad to local citizens. That article contains the statement that "the transfer of the stock and deeds" had been effected on October 10, 1924. However, I have not been able to locate those deeds. The article also reports that the Southern, during the past several years "has spent thousands of dollars improving the roadbed, last year putting in \$20,000 worth of new rails, and otherwise making it heavy enough to stand the tremendous amount of freight that comes to Hartwell and community, as well as the heavy cotton shipments out."

VERIFICATION

I, Joseph Dorsey, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this statement.

Executed on this 3rd day of July, 2017.



Joseph Dorsey

Docket No. AB 1242
THE GREAT WALTON RAILROAD COMPANY, INC.
LIST OF EXHIBITS IN SUPPORT OF OPPOSITION TO
ADVERSE ABANDONMENT APPLICATION

- Exhibits 1 through 4: June 30, 1916 Valuation Maps of the Hartwell Railway Company
- Exhibit 5: Map of Lines of Railroad and Streets in Hartwell, GA
- Exhibit 6: Agreement between Director General of Railroads, by E. H. Coapman, Federal Manager, Hartwell Railroad and R. F. Clinkscales, dated June 28, 1919 and Memorandum of Agreement, dated August 5, 1922, extending original Agreement
- Exhibit 7: Crossing Agreement, dated December 20, 2007, between Hartwell First United Methodist Church and Hartwell Railroad Company
- Exhibit 8: Crossing Agreement, dated August 1, 2008, between Hartwell First United Methodist Church and Hartwell Railroad Company
- Exhibit 9: Sewer Agreement, dated August 1, 2008, between Hartwell First United Methodist Church and Hartwell Railroad Company
- Exhibit 10: Letter to David Aldrich, City Manager, Hartwell, GA, from Dave Bishop, dated April 6, 2009
- Exhibit 11: Letter to Todd Wood, Area Engineer, Georgia Department of Transportation, from Dave Bishop, dated August 5, 2009
- Exhibit 12: Hartwell First United Methodist Church, Site Plan C100, dated July 2007
- Exhibit 13: Hartwell First United Methodist Church, Existing Conditions and Demotion Plan V-100, dated July 2007
- Exhibit 14: Hartwell First United Methodist Church, New Gymnasium Plan, dated 10/10/07
- Exhibit 15: Interstate Commerce Commission regulations effective in March 1990
- Exhibit 16: Great Walton Railroad Company, Notice of Exemption filed March 14, 1990, pursuant to 49 C.F.R. §§ 1180.2(d)(2) and (d)(7), 1180.4(g) and 1180.6, with supplemental letters and Federal

Register Notice filed April 6, 1990 pertaining to Notice of
Exemption

- Exhibit 17: Certified Transcript of Testimony of Jonathan Talbot Colehower
Before the U.S. District Court for the Middle District of Georgia
- Exhibit 18: News Article from the Hartwell Sun, dated September 20, 2016,
Entitled *Quality Holdings: A best kept secret in Hartwell*
- Exhibit 19: Article published by Historic Resources of Hartwell, Hart County,
Georgia with abbreviated biography of C. I. Kidd
- Exhibit 20: Lease Agreement With Option between Hartwell Railroad Company
and The Great Walton Railroad Company as Lessor and TORCH of
Hartwell, Inc. as Lessee
- Exhibit 21: Photographs 0 – 26 reflecting current conditions of Great Walton
lines of railroad that are the subject of the adverse abandonment
Application
- Exhibit 22: Warranty Deed Louisa J. Townsend to J. B. Hodges, et al.
- Exhibit 23: Contract between J. N. Alford & McAlpin Thornton and The
Building Committee of the Farmer's Union of Hart County
- Exhibit 24: Warranty Deed between Brooks & Tabor and The Farmers' Union
Warehouse Company
- Exhibit 25: Warranty Deed between Geo. S. Clark and L. L. Mouchet and The
Perfect Pea Picker Company
- Exhibit 26: Warranty Deed between National Bean and Pea Picker Company
and The Perfect Pea Picker Company
- Exhibit 27: Warranty Deed between The Perfect Pea Picker Company and C. W.
Rice
- Exhibit 28: Warranty Deed between C. W. Rice and T. H. Johnson
- Exhibit 29: Warranty Deed between T. H. Johnson and J. N. Mays
- Exhibit 30: Warranty Deed between J. N. Mays and The Hartwell Mills
- Exhibit 31: Quit Claim Deed between C. I. Kidd and L. S. Brown, et al.
- Exhibit 32: Warranty Deed between Addie K. Hailey and The Hartwell Mills

Exhibit 33: Plat drawn by Ean H. Teasley, dated August 24, 1990

AB 1242

GWRC EXHIBIT 22

"Died"
 Louisa J. Townsend
 To F. B. Hodges J. F. W. Vernon D. O. Chapman et al.
 State of Georgia
 Hart County
 This Indenture made this 16th day of January in the year of our Lord Eighteen Hundred and Ninety One, between Mrs. L. J. Townsend of the County of Hart, and State of Georgia of the first part and F. B. Hodges J. F. W. Vernon, D. O. Chapman, W. F. Tucker, J. R. Myers, and J. A. Brown of the County of Hart, and the State of Georgia of the second part:
 Witnesseth, That the said party of the first part, for and in consideration of the sum of Sixty Dollars, in hand paid at and before the sealing & delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns all that tract or parcel of land situated, lying and being in said County and in the town of Hartwell, said being a town lot lying on the North side of the right of way of the Hartwell R.R., at the crossing of Webb Street and running North with said street to the Van Duzer lot, about 100 ft. to the corner of said Van Duzer lot, thence West with said Van Duzer line to the corner of Van Duzer Garden; about 60 ft, thence South 12^o W. to the Rail Road right of way, thence East along said right of way to the beginning corner, containing One Eighth of an acre more or less. Said lot bounded on the East by Webb Street, on the South by H. R.R. right of way, on the West by said Townsend and on the North Mrs. J. C. Van Duzer.

To have and to hold, The said lot of land with all and singular the rights, members and appurtenances thereof, to the same being used belonging, or in anywise appertaining, to the only proper use, benefit and behoof of said parties of second part, the said parties of the second part their heirs, executors, administrators and assigns, in Fee Simple. And the party of first part, heirs, executors and administrators, the said party of the first part unto the said parties of the second part their heirs, executors, administrators and assigns, against the said party of the first part their heirs, executors, and administrators, and all and every other person or persons whatever, shall and will warrant, form, defend, by virtue of these presents.

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

Milton Richardson
 M. M. Richardson
 Louisa J. Townsend (Seal)

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

"Died"
 J. A. Chapman et al.
 in March 1892

Georgia
 Hart County
 We the undersigned, F. B. Hodges, J. R. Myers, J. F. W. Vernon, John A. Brown, D. O. Chapman and W. F. Tucker, all of the County of Hart, State of Georgia, do hereby certify that the foregoing is a true and correct copy of the original of the within and foregoing instrument, as the same appears from the records of the County of Hart, State of Georgia, this 1st day of March 1892.

The corner being on the north side of the right of way of the State
R.R. at the crossing of 11th Street, and running north with said street
about 100 ft. to the Pennsylvania lot; thence west with said Pennsylvania lot to
corner of Pennsylvania Garden; about 60 ft. thence south in W. to the R.R. right
of way; thence down along said right of way to the beginning corner on
Pennsylvania lot. It was understood that said tract was made with a view of
building an office building for the use of said Illinois man
and as about 100 ft. of the same - and informal said house &
then built on said lot.

Now therefore we forthwith acknowledge of the first part to go
heretofore we are conveying to J. W. Brown, John L. McMillan and J. B. H.
guaranteeing a majority of the said above portion of the
said part all right title and interest with said division between
the portion of the second part as trustees for the said two parties
in witness whereof we have to set our hands and affix our
seals this second day of 1890.

Witness our hands in presence of J. B. H. and J. W. Brown
J. C. Stephenson Secretary
J. M. Richardson C.S.
J. B. H. and J. W. Brown
J. A. Brown
J. W. Brown
J. A. Brown
J. B. H. and J. W. Brown



AB 1242

GWRC EXHIBIT 23

Contract between
A. N. Alford & McAlphin Thornton
and
The Building Committee of the
Farmer's Union of Hart County.

State of Georgia, Hart County.

KNOW all men by these presents, That we, A. H. Alford and McAlphin Thornton of the County and State aforesaid, are held and firmly bound unto the Building Committee of the Farmer's Union, of Kent County, Georgia, com-

posed of T. M. Myers, J. H. Kerehead, A. E. Brown, J. A. Robbins, I. M. Scott and their successors in the just and full sum of One Thousand Dollars for the payment of which the said Alfred and Thornton bind themselves, their heirs, executors, and administrators jointly and severally and firmly by these presents, sealed with our seals and dated this 9th day of August in the year of our Lord One Thousand, Nine Hundred and Seven (1907).

The Conditions of the foregoing obligation is such that whereas the obliges herein named, The Farmers Union of Hart County, Georgia, represented by the said Building Committee, and the said Farmer's Union, as an organization, have agreed as a part of the consideration for this obligation on the part of the obligors to erect a standard Warehouse Building for the purpose of storing cotton, and all other farm products and such articles of merchandise as may be offered for storage, said Warehouse to be constructed of brick, cement and wood and to be of the following dimensions to-wit: 60 ft. x 100 ft. and to lease if additional land was to purchase as a further consideration for this obligation on the part of said obligors, the said obligors have a subscription list of \$500.00 which is to be paid to them as the purchase money of said lot and said obligors look solely to said subscription list for payment of said lot when the said Farmer's Union has completed said Warehouse the said J. H. Ralston and M. L. H. Thornton agree to make said Farmer's Union of Hart County or such officers as they may designate a warranty deed to the following described lot of land lying and being in the City of Hartwell, Hart Co. Georgia, on the Hartwell Railroad, and adjoining said Hartwell Railroad on the South, C. I. Kind on the West, Webb Street on the East, and M. L. H. Thornton on the North, said lot fronting about 100 ft. on said Webb Street and running back about 60 ft. deep, with all right, members and appurtenances thereunto appertaining, in any manner, which if the said obligees should fail to do, then this bond will be null and void, otherwise of full force and effect.

Signed, sealed and delivered on the day and year first above written.

Signed, sealed and delivered in presence of
D. C. Alford :

A.N. Alford (SEAL)
Malcolm Thornton (SEAL)

Recorded August 12th 1907.

C.S.C.

AB 1242

GWRC EXHIBIT 24

STATE OF GEORGIA, Franklin County.

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

of the County of Hart and State of Georgia, of the second part, Witnesseth: That the said part 1st of the first part, for and in consideration of the sum of Five Hundred and 00/100 Dollars, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm, unto the said part 2nd of the second part, their heirs and assigns, all the following described property, to wit:

A certain tract or parcel of land lying and being in the City of Hartwell, Georgia, more lying on the north side of the Hartwell Railroad at the crossing of Webb Street and running north with said street to the Van Duzer lot, about (100) one hundred feet, to the corner of said lot; thence west with said Van Duzer line to the corner of Van Duzer garden (now McAlpin Thornton) about (60) sixty feet; thence south 12 west to Railroad right of way; thence with said Railroad right of way to place of beginning containing (1/8) one eighth acre, more or less.

To HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members, and appurtenances thereunto appertaining, to the only proper use, benefit, and behoof of the said parties 2nd of the second part, their heirs, executors, administrators, and assigns, in fee simple. And the said part 1st of the first part, the said bargained property above described unto the said parties 2nd of the second part, their heirs, executors, administrators, and assigns, against the said parties 1st of the first part their heirs, executors, administrators, and assigns, and against all and every other person or persons, shall and will, and does hereby warrant and forever defend by virtue of these presents.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and affixed their seal, and delivered these presents, the day and year first above written.

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

Wm. L. Beasley, M. F. F. C.

D. W. Brooks

(L.S.)

J. I. Beasley

J. F. Tabor

(L.S.)

Recorded February 22nd, 1908.

190

Clerk

AB 1242

GWRC EXHIBIT 25

DEED RECORD

Candlishville

STATE OF GEORGIA,

Hart

COUNTY.

This INDENTURE, made this 3rd. day of February, in the year of our Lord One Thousand Nine Hundred and Twenty, between Geo. S. Clark and L.L. Mouchet of the County of Hart and State of Georgia, of the first part, and

The Perfect Pea Picker Company, a corporation of the County of Hart and State of Georgia, of the second part,

Witnesseth: That the said part y of the first part, for and in consideration of the sum of

Dollars,

Twenty Five Hundred (\$2500.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargain, sold, aliened, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, convey, and confirm, unto the said part y of the second part, its successors, heirs, assigns, all the following described property, to-wit:

All that lot or parcel of land lying and being in the City of Hartwell, said State and County, known as the Farmers Union Warehouse lot, and more fully described as follows: Beginning at a stake corner on the Hartwell Railroad, and running along Webb Street in a northerly direction about 100 feet to a stake corner on McAlpin Thornton's line; thence along said Thornton's line a westerly course 100 feet to a stake on C.I. Kidds line; thence along said Kidds line a southerly course about 86 feet to the Hartwell Railroad; thence along said Railroad an easterly course 100 feet to the beginning corner.

L. S. Skelton, Clerk
for said
said part y of the first part

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

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

Signed, sealed and delivered in presence of

A.S. Skelton

George S. Clark (L. S.)

Julius D. Matheson

L.L. Mouchet. (L. S.)

W.E. Meredith H.P.

A.D. Adams

Recorded February 5th.

19 20

Jno. G. Richardson.

Clerk.

AB 1242

GWRC EXHIBIT 26

WARRANTY DEED

NATIONAL BEAN & PEA PICKER
COMPANY

BY

W. B. HENRY, TEMP. PRES.
J. A. HOOBER, TEMP. SEC.

STATE OF GEORGIA, FULTON COUNTY.

THISIndenture, made this 5th day of January in the year of our Lord One Thousand Nine Hundred and Twenty-Two between NATIONAL BEAN & PEA PICKER COMPANY, a corporation of the State of Georgia and County of Fulton of the first part, and PERFECT PEA PICKER COMPANY, a corporation of the State of Georgia and County of Hart of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of THREE THOUSAND (\$3,000.00) & 00/100 DOLLARS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its assigns,

That certain manufacturing plant consisting of a building and grounds upon which it rests and machinery of all kinds for the manufacture of the pea picking machines in said building, it being a frame building in the City of Hartwell, Hart County, Georgia, facing 90 feet on Webb Street, running back equi-distant 60 feet, being bounded on the East side by Webb Street; South by Southern Railway right-of-way; West by lot owned by G. I. Kidd; North by property of Kcalpin Thornton.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof to the same being, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, its assigns, forever, in FREE SIMPLE.

AND THE SAID party of the first part, for itself its executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal -----, the day and year above written.

Signed, Sealed and Delivered in Presence of

T. E. Moody

NATIONAL BEAN & PEA PICKER CO.

Ellis B. Barrett, H.P. Fulton Co. Ga.

By W. B. Henry, Temp. Pres. (L.S.)

J. A. Hooper, Temp. Sec. (L.S.)

Recorded Jan. 12, 1922,
Jno. G. Richardson, C.R.C.

(Continued on page two)



AB 1242

GWRC EXHIBIT 27

(continued from page 576)

IN WITNESS WHEREOF, the said R. C. Thornton and Bessie Peek, as executors of S. W. Peek, deceased, hath hereunto set their hands and affixed their seals, the day and year above written.

Signed, Sealed and Delivered in the Presence of

J. D. Matheson

R. C. Thornton (L.S.)

Jno. G. Richardson, C.3.C.

Bessie Peek (L.S.)

Eirs. S. W. Peek Est.

Recorded Jan. 12, 1922.

Jno. G. Richardson, C.3.C.

WARRANTY DEED

STATE OF GEORGIA, HART COUNTY.

THE PERFECT PEA PICKER
COMPANY, INC.

BY
T. J. MOUCHET, PRES.
J. L. MASSEY, SEC.

THIS INDENTURE, made this 5th day of January in the Year of Our Lord One Thousand Nine Hundred and Twenty-Two between PERFECT PEA PICKER COMPANY, a corporation of the State of Georgia and County of Hart of the first part, and S. W. Rice of the State of Georgia and County of Hart of the second part,

C. W. Rice

WITNESSETH: That the said party of the first part, for and in consideration of the sum of THREE THOUSAND (\$3,000.00) & 00/100 DOLLARS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns,

That certain manufacturing plant consisting of a building and grounds upon which it rests and machinery of all kinds for the manufacture of the pea picking machines in said building, it being a frame building in the City of Hartwell, Hart County, Georgia, facing 90 feet on Webb Street, running back equidistant 90 feet, being bounded on the East side by Webb Street; South by Southern Railway right-of-way; West by Lot owned by C. I. Kidd; North by property of Nealpin Thornton.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns, forever, in THE SHIELD.

AND THE SAID party of the first part, for itself its executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, his heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal ----, the day and year above written.

Signed, Sealed and Delivered in presence of
WITNESSES:

L. J. Phillips, Jr.

THE PERFECT PEA PICKER CO. INC.

H. S. Phillips, H.P. Hart Co. Ga.

BY T. J. Mouchet, Pres. (L.S.)

J. L. Massey, Sec. (L.S.)

Recorded Jan. 12, 1922.

Jno. G. Richardson, C.3.C.



AB 1242

GWRC EXHIBIT 28

manner as the same was possessed or enjoyed by the said Nancy E. Brown, deceased, in his life time.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

W.B. McMullan, Ordinary

J.W. Holbrook (L.S.)

P.C. Brown

J.L. Brown (L.S.)

Recorded November 8th, 1923.

Jno. F. Richardson, C.S.C.

BOND FOR TITLE

STATE OF GEORGIA,

HART COUNTY.

C.W. Rice

To

T.H. Johnson

KNOW ALL MEN BY THESE PRESENTS: That C.W. Rice of the County and State aforesaid, party of the first part, is held and firmly bound unto T.H. Johnson, party of the second part, heirs and assigns, in the penal sum of Six Thousand-----Dollars, for the payment of which well and truly to be made, the said party of the first part hereby binds heirs, executors and administrators, jointly, severally and firmly by these presents, signed with hand and sealed

with his seal, this 11th day of October in the year of our Lord One Thousand Nine Hundred and Twenty Two.

The Condition of the foregoing obligation is, That whereas the said party of the first part has this day agreed to sell to the said party of the second part a certain tract or parcel of land, situated, lying and being in The State of Georgia and the County of Hart and the Town of Hartwell, said lot or parcel of land being known as the Pea Picker lot, formerly known as the old Union Warehouse lot. It is bounded by the Hartwell Railway South, on the East by Webb St., on the North by McAlpin Thornton, West by C.I. Kidd. This tract of land is fully described by deed from the National Pea and Bean Picker Co., to C.W. Rice which deed appears of record in the office of the Clerk of the Superior Court, and the same is hereby referred to as a part of this description.

for the consideration or sum of Three Thousand-----Dollars, said sum to be paid as follows:----- Dollars this day paid, the receipt whereof is hereby acknowledged; Check for \$250.00 due November 15th, 1922; Check for \$250.00 due December 31st, 1922; Note for \$2500.00 due January 1st, 1924, for which deferred payments the said party of the second part has given one promissory note, and two checks, dated this day, bearing interest at the rate of 8 per cent. per annum, from January 1st, 1923 until paid, and stipulating that said party of the second part shall pay attorney's fees and cost of suit, should suit be instituted.

Now, is the said party of the second part shall well and truly pay the said several sums of money at the times specified, then the said party of the first part is bound to make and execute to the party of the second part or assigns a good and sufficient title to the above described lot or parcel of land; but on failure of the said party of the second part to pay the said sums of money or either of them at the times specified, then the said obligation to be void and of no effect.

IN Witness Whereof, the said party of the first part has hereunto set his hand and affixed his seal, the day and year above named.

Signed, sealed and delivered in the presence of

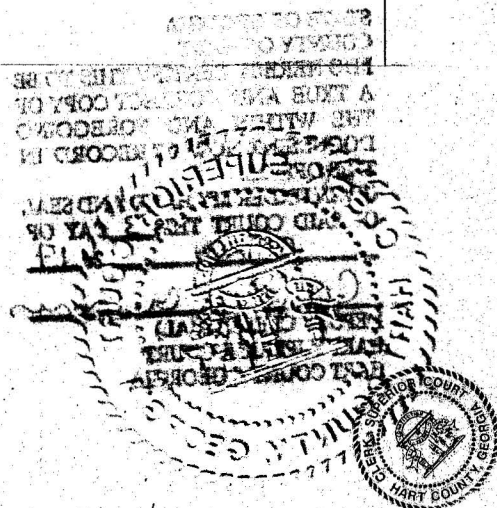
C.W. Rice (Seal)

H.S. Cleveland N.P.

Tom L. Matheson

Recorded November 8th, 1923.

Jno. F. Richardson, C.S.C.



AB 1242

GWRC EXHIBIT 29

STATE OF GEORGIA,

HART

COUNTY

This Indenture, made this 5th. day of August, in the year of our Lord One Thousand Nine Hundred and Twenty-Nine, between T. H. Johnson

of the County of Hart and State of Georgia, of the first part, and

J. N. Mays

of the County of Hart and State of Georgia, of the second part,

Witnesseth: That the said part Y of the first part, for and in consideration of the sum of

-----Six Hundred Fifty & NO/100----- Dollars,

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he S granted, bargained,

sold, aliened, conveyed, and confirmed, and by these presents do S grant, bargain, sell, alien, convey, and confirm, unto the said part Y

of the second part, his heirs and assigns, all the following described property, to wit:

All that lot or parcel of land lying and being in the City of Hartwell, Hart County, Georgia, known as the Pea Picker lot or Union Warehouse lot, bounded on the North by lot of McAlpin Thornton, now W. C. Page, on the East by Webb St., on the South by Hartwell R. CO., and on the West by lot of C. I. Kidd. Said lot has a frontage on Webb St. of 90 feet and runs back in parallel lines 80 ft.

This deed is executed for the purpose of securing a certain note dated this day for \$ 670.00, due December 25th. 1929, with interest from maturity of note, and when this loan is paid in full this deed is to be cancelled of record according to law.

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

In Witness Whereof The said part Y of the first part has hereunto set his hand and affixed his seal, and delivered these presents, the day and year first above written.

Signed, sealed and delivered in presence of
J. L. Massey
Myrtice Hayes, N. P. Hart CO., Ga.

T. H. Johnson (L. S.)

(L. S.)

Recorded August 5th.

, 1929

Jno. G. Richardson, Clerk.



AB 1242

GWRC EXHIBIT 30

STATE OF GEORGIA,

HART

COUNTY

This Indenture, Made this 24th day of May, in the year of our Lord One Thousand Nine Hundred and 37

between J. N. Mays

of the County of Hart and State of Georgia, of the first part, and
The Hartwell Mills, a corporation

of the County of Hart and State of Georgia, of the second part,

Witnesseth: That the said part Y of the first part, for and in consideration of the sum of

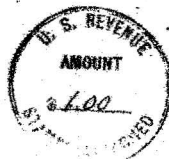
Six Hundred - - - - - Dollars,

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he S granted, bargained, sold, aliened,
conveyed, and confirmed, and by these presents do ES grant, bargain, sell, alien, convey, and confirm, unto the said part Y of the second part,its, ^{ORS}successors heirs and assigns, all the following described property, to wit:

A certain tract or parcel of land, situated, lying and being in the City of Hartwell, said State and County, and formerly known as the Perfect Pea Picker plant and lot, and being bounded by Hartwell Railway Co., on the south; on east by Webb Street; on the north by property of Lessie K. Page estate, formerly McAlpin Thornton homeplace, and on the west by C. I. Kidd estate.

This tract of land is fully described by a deed from Perfect Pea Picker Co., to Clarence Rice of record in office of Hart Superior Court.

This lot faces ninety (90) feet on Webb Street and runs back in parallel lines (80) feet, more or less.



To Have and to Hold the said above granted and described property, with all and singular the rights, members, and appurtenances thereto appertaining, to the only proper use, benefit and behoof of the said part Y of the second part, its successors heirs, executors, administrators, and assigns, in fee simple.

And the said part Y of the first part, the said bargained property above described unto the said part Y of the second part, its successors and heirs, executors, administrators, and assigns, against the said part Y of the first part, his heirs, executors, administrators, and assigns, and against all and every

other person or persons, shall and will, and does hereby warrant and forever defend by virtue of these presents.

In Witness Whereof The said part Y of the first part ha S hereunto set his hand and affixed his seal, and delivered these presents, the day and year first above written.

Signed, sealed and delivered in presence of

Carey Skelton
Hugh Skelton
Notary Public, Hart County, Ga.

J. N. Mays (L. S.)

(L. S.)

Recorded June 4th

19 37

Jno. G. Richardson, Clerk.



AB 1242

GWRC EXHIBIT 31

Quit Claim Deed
C. I. Kidd

L. S. To
Brown & T. B. Thornton
S. L. Thornton, T. M. Myers,
J. W. Scott, and their
successors and assigns

State of Georgia, Hart County.

This Indenture, Made and entered into this 3rd day of March One Thousand Nine Hundred and Fourteen between C. I. Kidd of the said State and County of the first part, and S. L. Thornton, T. M. Myers, J. W. Scott, L. S. Brown and T. B. Thornton and their successors and assigns, of the County of Hart and the

State of Georgia, of the other part, witnesseth that the said C. I. Kidd for and in consideration of the

sum of Four Hundred and fifty Dollars, cash in hand paid, the receipt whereof is hereby acknowledged, hath bargained and sold, and by these presents doth remise, release and forever quit claim to said S. L. Thornton, T. M. Myers, J. W. Scott, L. S. Brown and T. B. Thornton and assigns, all the right, title, interest, claim or demand the said their successors and assigns C. I. Kidd has or may have had, in and to all that tract or parcel of land lying and being, situate in the town of Hartwell, said State and County, commencing at a point on the right of way of the Hartwell Railway Co., and running thence northerly north course four feet to a corner, thence northerly a west course sixty seven feet to said right of way and thence along said right of way to the beginning corner, bounded on North by lands of said C. I. Kidd on east by Farmers Union Warehouse lot and on the south by Hartwell Railroad right of way.

Also a tract or parcel of land containing approximately 3500 square ft more or less, fronting on the Hartwell Railroad forty feet on the South; thence West up said railroad to corner thence North up said Kidds line about 86 ft, the full length of Kidd's line down Mc Thornton's line on the North 40 feet to Farmers Union Warehouse lot, thence said line about 86 feet, adjoining the Hartwell Railroad, on the South, Charles I. Kidd on the West, Mc Thorntons on the North and the Farmers Union Warehouse lot on the East, in the 1112th District S. M., of Hart County, agreeably to original survey; containing.....acres more or less, with all the rights, members and appurtenances to said parties aforesaid, in anywise appertaining or belonging. To Have and to hold the said bargained premises to the said parties above mentioned so that neither the said C. I. Kidd nor his heirs, nor any other person or persons claiming under him, shall at any time hereafter, by any way means, claim, or demand, any right, or title to the aforesaid.

In testimony whereof, the said C. I. Kidd hath hereunto set his hand and affixed his seal, the day and year above written.

Signed, sealed and delivered in presence of
Frank T. Kidd N. P.
W. O. Crump N. P.

C. I. Kidd (L. S.)

Recorded March 3rd, 1914.

—000000000—

J. W. Bester
C. S. C

Quit Claim Deed.

A. S. Johnson, Sheriff
To
J. I. Jenkins

State of Georgia, Hart County.

This Indenture, Made the 3rd day of March in the year of our Lord One Thousand nine Hundred and Fourteen between A. S. Johnson Sheriff of Hart County, of the first part and J. I. Jenkins of the second part, Witnesseth: That

Whereas, in obedience to a writ of Fieri Facias issued out of the Superior Court of the County of Hart, at the suit of W. C. Mason against M. J. Brown the said A. S. Johnson Sheriff, did lately seize the property hereinafter described, as the property of M. J. Brown and after notice served upon the said M. J. Brown and being duly and publicly advertised, agreeably to law, in the Hartwell Sun did on the day of the date thereof, at the place of public sales in Hartwell in the County of Hart expose the same at public outcry, when the said J. I. Jenkins being the highest bidder, the same was knocked off to him at the price or sum of Eight Hundred Dollars.

Now, this indenture witnesseth, that the said A. S. Johnson Sheriff aforesaid, for and in consideration of the sum of Eight Hundred Dollars to him in hand paid well truly the said J. I. Jenkins at and before the sealing and delivery of these presents, the receipt is hereby acknowledged, hath granted, bargained, sold and conveyed and by these presents doth grant, bargain, sell and convey unto the said J. I. Jenkins his heirs and assigns, all that tract or parcel of land lying and being in 1118th District S. M., Hart County, Ga., joining lands of J. A. J. Tinsley, J. I. Jenkins, Willie Duncan, R. M. Turner and known as Clay Dickerson place and containing 30 acres more or less, as more fully described by reference to Bond for Title recorded in Deed Book "Q" pages 523 to 55 in Clerks' office, of Hart Superior Court.

All interdictions and encumbrances made before signing and delivery, together with all and singular the rights, members, and appurtenances thereof whatsoever, to the said J. I. Jenkins of said property being, belonging, or appertaining; and he also all the estate right, title, interest, property, claim, and demand of the said M. J. Brown in law, equity, or otherwise however of, in or to the same.

To Have and to hold the said described property and every part thereof, unto the said J. I. Jenkins his heirs and assigns, to the only proper use, benefit, and behoof of the said J. I. Jenkins his heirs and assigns, forever in FREE SIMPLE, in as full and ample a manner as the said M. J. Brown or his heirs or assigns did or might have held and enjoyed the same, had it not been seized and sold under execution aforesaid.

In witness whereof, the said A. S. Johnson Sheriff, hath hereunto set his hand and affixed his seal the day and year first above written. Signed sealed and delivered in presence of



AB 1242

GWRC EXHIBIT 32

DEED RECORD NO. 67, HART COUNTY

STATE OF GEORGIA,

Hart

COUNTY

This Indenture, Made this 27th day of December, in the year of our Lord One Thousand Nine Hundred and Fifty-five

between
 of the County of Hart and State of Georgia, of the first part, and

The Hartwell Mills

of the County of Hart and State of Georgia, of the second part.

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of

Four Thousand Five Hundred and no/100 -- (\$4,500.00) -- -- Dollars.

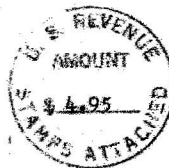
In hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he S granted, bargained, sold, aliened, conveyed,

and confirmed, and by these presents do es grant, bargain, sell, alien, convey, and confirm, unto the said part y of the second part, its/ successors

all the following described property, to-wit:

All that tract or parcel of land lying and being in the 1112th District, G. M., of Hart County, Georgia, within the corporate limits of the City of Hartwell, bounded on the North by other property of the grantor herein and property of the W. C. Page estate; on the East by other property of grantee herein; on the South by right-of-way of The Hartwell Railroad; on the West by Chandler Street, and more particularly described as follows:

BEGINNING at a point on the East side of Chandler Street where the North side of right-of-way of The Hartwell Railroad intersects the East side of said Chandler Street, thence along the North side of the right-of-way of The Hartwell Railroad in an Easterly direction a distance of two hundred forty (240) feet to other property of grantee herein; thence along the West side of other property of grantee herein in a Northerly direction a distance of one hundred (100) feet to the property of the W. C. Page Estate; thence along the South side of property of W. C. Page Estate and along the South side of other property of grantor herein in a Westerly direction parallel with the right-of-way of The Hartwell Railroad a distance of two hundred forty (240) feet to the East side of Chandler Street; thence along the East side of Chandler Street in a Southerly direction a distance of one hundred (100) feet to the North side of the right-of-way of The Hartwell Railroad and the point of beginning.



TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members, and appurtenances therunto appertaining, to the only proper use, benefit and behoof of the said part y of the second part, its/ successors

and assigns, in fee simple. And the said part y of the first part, the said bargained property above described unto the said part y of the second part, its/ successors

and assigns, against the said part y of the first part, her heirs, executors, administrators, and assigns, and against all and every other person or persons, shall and will, and does hereby warrant and forever defend by virtue of these presents.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set her hand and affixed her seal, and delivered these presents, the day and year first above written.

Signed, sealed and delivered in presence of

Eugenia H. Johnson

Addie Kidd Hailey (L. S.)

Clete D. Johnson, Notary Public

(L. S.)

Georgia, State at Large (Notarial Seal Affixed)
 My commission expires June 22, 1956.



AB 1242

GWRC EXHIBIT 33

