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August 1, 2006

BY E-FILING

The Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

RE: STB Finance Docket No. 34905
Village Of Croton-On-Hudson, New York v. Buffalo Southern Railroad, Inc., et al.
Answer of Greentree Realty, LLC

Dear Secretary Williams:

I am enclosing herewith an original and eleven copies of the Answer of Greentree Realty, LLC ("Greentree"), to the formal complaint filed in the above-captioned matter. Service of said complaint was completed under the Board's regulations within the past 20 days. As can be seen from the certificate of service, a copy of the enclosed answer has been served today on all parties of record.

Please acknowledge the receipt and filing of the enclosed answer. If there are any questions about this matter, please contact me directly, either by telephone: (202) 663-7823 or by e-mail: wmullins@bakerandmiller.com.

Respectfully submitted,



William A. Mullins
Attorney for Greentree Realty, LLC

cc: All Parties of Record

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 34905

VILLAGE OF CROTON-ON-HUDSON, NEW YORK

v.

BUFFALO SOUTHERN RAILROAD, INC., *et al.*

ANSWER OF GREENTREE REALTY, LLC
TO FORMAL COMPLAINT

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Attorneys for Greentree Realty, LLC

Dated: August 1, 2006

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 34905

VILLAGE OF CROTON-ON-HUDSON, NEW YORK

v.

BUFFALO SOUTHERN RAILROAD, INC., *et al.*

**ANSWER OF GREENTREE REALTY, LLC
TO FORMAL COMPLAINT**

Greentree Realty, LLC ("Greentree") hereby answers the Formal Complaint (the "Complaint") filed by Village of Croton-on-Hudson, New York ("Croton") in this proceeding as follows:

1. Greentree admits the allegations contained in paragraph 1 of the Complaint.
2. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint.
3. Greentree denies the allegations contained in paragraph 3 of the Complaint, except admits that Greentree is a New York limited liability company and that it owns the Property.
4. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint.

5. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint.

6. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint and respectfully refers the Board to the District Court Complaint referenced therein for its content, meaning, and import.

7. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint.

8. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint, and respectfully refers the Board to the District Court complaint referenced therein for its content, meaning, and import.

9. Greentree denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 9 of the Complaint, and respectfully refers the Board to the District Court complaint referenced therein for its content, meaning, and import.

10. Greentree denies the allegations contained in paragraph 10 of the Complaint.

11. Greentree denies the allegations contained in paragraph 11 of the Complaint. In particular, Greentree denies that it had knowledge that Buffalo Southern Railroad, Inc. lacked any required authority to occupy or operate the Property or the Track.

12. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint and respectfully refers the Board to the District Court complaint referenced therein for its content, meaning, and import.

13. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint and respectfully refers the Board to the affidavit referenced therein for its content, meaning, and import.

14. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint.

15. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint.

16. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint and respectfully refers the Board to the memorandum of law and affidavits referenced therein for their content, meaning, and import.

17. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint.

18. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint.

19. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the Complaint and respectfully refers the Board to the affidavit referenced therein for its content, meaning, and import.

20. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint and respectfully refers the Board to the memorandum of law and the affidavit referenced therein for their content, meaning, and import.

21. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint and respectfully refers the Board to the affidavit referenced therein for its content, meaning, and import.

22. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint and respectfully refers the Board to the letter referenced therein for its content, meaning, and import.

23. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint and respectfully refers the Board to the District Court's Decision and Order referenced therein for its content, meaning, and import.

24. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the Complaint and respectfully refers the Board to the District Court's Decision and Order referenced therein for its content, meaning, and import.

25. Greentree denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the Complaint and respectfully refers the Board to the District Court's Decision and Order referenced therein for its content, meaning, and import.

To the extent that any matter alleged in the Complaint is not specifically admitted in the foregoing paragraphs 1 - 25, upon information and belief such matter is hereby specifically denied.

DEFENSES TO COMPLAINT

1. The Complaint fails to state a claim for relief upon which may be granted and must be dismissed.

2. Based on information and belief, the track at issue in this proceeding is excepted track within the meaning of 49 U.S.C. § 10906.

3. This proceeding is duplicative of a proceeding before this Board under Finance Docket No. 34903 and should be dismissed.

4. The Complaint must be dismissed as to Greentree because Greentree is not subject to the Board's jurisdiction as it is not a rail carrier, is not an agent of a rail carrier, nor does it own or control any rail carriers.

5. The Surface Transportation Board lacks jurisdiction to award damages against Greentree under 49 U.S.C. §11901 because an action for damages, at least as against an entity that is not a rail carrier, may only be pursued in court.

WHEREFORE, Greentree Realty, LLC requests that the Complaint be dismissed with prejudice and that no relief of any kind be awarded to the Village of Croton-on-Hudson, New York.

Respectfully submitted,



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Phone: (202) 663-7820
Fax: (202) 663-7849

Dated: August 1, 2006

Attorneys for Greentree Realty LLC

CERTIFICATE OF SERVICE

I hereby certify that on August 1, 2006 I have caused a copy of the foregoing Answer of Greentree Realty LLC, to be served upon counsel for the Village of Croton-on-Hudson, New York and upon counsel for Buffalo Southern Railroad, Inc., the only parties to have appeared by counsel, by e-mail and first class mail, postage prepaid.

A handwritten signature in black ink, appearing to read "David C. Reeves", written over a horizontal line.

David C. Reeves, Esq.