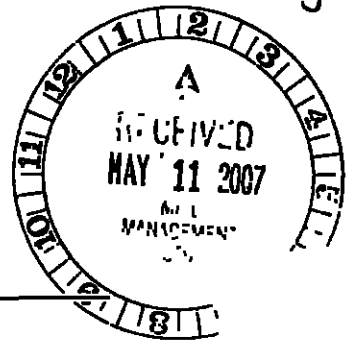


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BEFORE THE
SURFACE TRANSPORTATION BOARD



FINANCE DOCKET NO. 34975

VERIFIED PETITION OF THE MARYLAND TRANSIT ADMINISTRATION
FOR DECLARATORY ORDER

SUPPLEMENTAL COMMENTS OF JAMES RIFFIN
TO RESPONSE OF THE MARYLAND TRANSIT ADMINISTRATION

ENTERED
Office of Proceedings

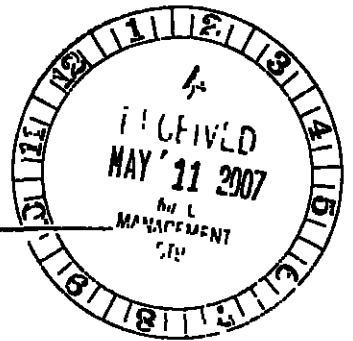
MAY 11 2007

Part of
Public Record

James Riffin
1941 Greenspring Drive
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Dated May 11, 2007

**BEFORE THE
SURFACE TRANSPORTATION BOARD**



FINANCE DOCKET NO. 34975

**VERIFIED PETITION OF THE MARYLAND TRANSIT ADMINISTRATION
FOR DECLARATORY ORDER**

**SUPPLEMENTAL COMMENTS OF JAMES RIFFIN
TO RESPONSE OF THE MARYLAND TRANSIT ADMINISTRATION**

1. BACKGROUND INFORMATION

1 On December 22, 2006, the Maryland Transit Administration ("MTA") filed a Verified Petition of the Maryland Transit Administration for Declaratory Order ("Petition"), asking the Surface Transportation Board ("Board") to institute a declaratory order proceeding to confirm that (1) the MTA's May 1, 1990 acquisition of the Cockeysville Industrial Track¹ ("CIT") from Conrail was outside the Board's jurisdiction and was not subject to Board approval under 49 U.S.C. §10901 because common carrier obligations attached to the line were not transferred and (2) that the MTA did not assume any common carrier rights or obligations by virtue of its acquisition of the CIT.

2 On January 11, 2007, James Riffin ("Riffin") filed a Notice of Intent to Participate as a Party, and filed Comments of James Riffin

3. On March 30, 2007, the Board served a Decision directing the MTA to submit

a An explanation of the apparent discrepancy between the stated length of the line and the corresponding stated mileposts,

¹ The Line was formerly known as the Pennsylvania Railroad's Northern Central Branch. Norfolk Southern Railway acquired its rights in the Cockeysville Line via the purchase of, merger with, that portion of Conrail's assets known as the Pennsylvania Lines assets

b A description of and explanation for any sale or salvage of any portion of the CIT since the MTA acquired it,

c A description of and explanation for any and all obstacles that could potentially inhibit freight rail service on any portion of the CIT, and

d A detailed map of the CIT, showing any out-of-service sections of the line

4. On April 20, 2007, the MTA filed its Response of the Maryland Transit Administration

5. Attached are Riffin's Supplemental Comments to the Response of the Maryland Transit Administration

2. Supplemental Comments of James Riffin

3. ISSUES PRESENTED

3 A. THE MTA'S ACQUISITION OF THE CIT WAS SUBJECT TO APPROVAL UNDER 49 U.S.C. §11323, SINCE THE MTA WAS A COMMON CARRIER

6. **Comment One:** The MTA has asked the Board to rule that its 1990 acquisition of a portion of the CIT was not subject to Interstate Commerce Commission ("Commission") approval under 49 U.S.C. §10901, arguing common carrier rights or obligations were not transferred. To date, the MTA has not discussed its 1997 acquisition of a second portion of the CIT.

3 B. MTA'S 1997 ACQUISITION OF THE COCKEYSVILLE INDUSTRIAL PARK AND HUNT VALLEY INDUSTRIAL PARK LINES OF RAILROAD

7. On page D-28 of the MTA's Response, a line of railroad labeled "Industrial Track." is shown coming off of the Main Track near MTA MP 13. This Industrial Track is shown on page 2.3 of the MTA's Response. This Industrial Track was served via the northern leg of the wye shown on page 2.4 of the MTA's Response, and is marked "To Hunt Valley." An 1,800 foot spur came off of the Industrial Track just past the western point of the current Warren Road wye.

This spur is labeled "To Warehouses," and served the Cockeysville Industrial Park. The rest of the Industrial Track is depicted on the bottom portion of page 23 of the MTA's Response. As shown on page 23 of the MTA's Response, this line continued toward the Hunt Valley Industrial Park, passing through the stations labeled "Warren Road" and "Gilroy Road" on page 23 of the MTA's Response. This Industrial Track served the shippers in the Cockeysville Industrial Park, and served additional shippers in the Hunt Valley Industrial Park. (The two largest shippers were Proctor and Gamble and McCormick Spice Company, both of which have large manufacturing plants in Cockeysville and Hunt Valley respectively.) There were numerous smaller shippers located along the lines serving the Hunt Valley Industrial Park and the Cockeysville Industrial Park.

8. Comment 2: The MTA has asked the Board to rule that its 1990 acquisition of a portion of the CIT was not subject to Interstate Commerce Commission ("Commission") approval under 49 U.S.C. §10901, arguing that common carrier rights or obligations were not transferred. Riffin would argue the applicable statute would be 49 U.S.C. §11323, rather than §10901. For at the time of its 1990 acquisition of a portion of the CIT, the MTA was a common carrier due to its 1982 acquisition of approximately 190 miles of rail line in Maryland, and due to its 1987 acquisition of control and ownership of the Canton Railroad Company.

9. Comment 3: Riffin would further argue that limiting the Board's inquiry only to the MTA's 1990 acquisition of a portion of the CIT, would not completely resolve the controversy, and would necessitate the Board revisiting this issue at a later date. In order to conserve the resources of the Board, and in order to resolve all of the controversy, Riffin would argue the Board's inquiry should be broadened to include both the 1990 and the 1997 acquisitions by the MTA of the CIT. Riffin would further argue Discovery would be appropriate, in order to elicit more details about these unapproved acquisitions.

3 C. MTA: CARRIER OR NON-CARRIER IN 1990?

10. 1982 deed of 190 miles of rail line from Penn Central to MDOT. On January 8, 1982, the Penn Central Corporation deeded eleven rail lines (approximately 190 miles of rail line) to the MDOT. See Exhibit A, attached to Riffin's March 27, 2006 filing in STB Docket No. AB-290 (Sub-No. 237X) *Norfolk Southern Railway Company Petition for Exemption, Abandonment of Freight Operating Rights and of Rail Freight Service, Between Baltimore, MD and*

Cockeysville, MD, in Baltimore County, Maryland (“Riffin’s March 27, 2006 filing”), incorporated by reference herein, as if fully stated herein

11 Ten of those rail lines were on the Delmarva Peninsula. One of those rail lines, the Frederick Branch, USRA rail lines 198 and 199, ran from Littlestown, PA to Frederick, MD. This rail line was approximately 30 miles long. Attached to Riffin’s March 27, 2006 filing was **Exhibit F**, a Maryland Railroad Map, which depicts rail lines in Maryland as of 1994 (the copyright date of the map), including those lines owned by MDOT, incorporated by reference herein, as if fully stated herein

12 **2006 deed of 30 miles of rail line (Frederick Branch) from MDOT to MMID.** On January 23, 2006, MDOT deeded the Frederick Branch to the Maryland Midland Railroad, a Class III railroad. See **Exhibit B**, attached to Riffin’s March 27, 2006 filing, incorporated by reference herein, as if fully stated herein (“MMID deed”). On page one of the MMID deed, in paragraph “a,” the following appears

“a) Grantor reserves a perpetual and exclusive easement for itself, its successors and assigns, **to continue operations and common carrier obligations** over the Property (Grantors Perpetual Easement) from Littlestown, Pennsylvania to North Glade Road in Frederick County, Maryland as described in Schedule ‘A’ attached hereto and made a part hereof.” (Emphasis added)

13 Riffin would argue the language contained in paragraph ‘a’ of the MMID deed is *prima facie* evidence that the MDOT held itself out as a common carrier when the Frederick Branch was deeded to MDOT in 1982, and continues to hold itself out as a common carrier on that line. See *City of Austin, TX*, Finance Docket No. 30861 (A), served November 4, 1986, and *Southern Pacific Transportation Company*, Docket No. AB-12 (Sub-No. 139X), decided May 6, 1992, where the Board stated “In sum, in *City of Austin* and other cases, this agency has made it clear that any party that acquires an active line of railroad acquires the common carrier obligation to provide service over it, even if the purchaser disavows that duty and another party, by agreement with the purchaser, obligates itself to provide service by operating trains on the line.” *Southern Pacific* at 505

14 In paragraph ‘d’ of the MMID deed, the following appears

- “d) In the event Grantee, its successors and assigns ceases to operate over the property for a period of two hundred seventy (270) days or more, the property shall be deemed abandoned by the Grantee, its successors or assigns, and title shall revert by operation of law to the Grantor, its successors or assigns ”

15 Riffin would argue the language contained in paragraph ‘d’ of the MMID deed has the legal effect of making the transfer of the Frederick line **non-permanent**. Riffin would further argue this non-permanent transfer of the line would have the further legal effect of keeping the common carrier rights and obligations vested in the MDOT. See *State of Maine, ICC v. Doc Nos 31847, 31829, 8 I C C 2d 835* (1991), and *Orange County Transp - Exempt - Atchison 1 & SF Ry Co*, 10 I C C. 2d 78, 83-87

16 **1990 deed from Conrail to MTA (Cockeysville line).** On page two of the 1990 deed conveying the Cockeysville Line from Conrail to the MTA, in a subparagraph ‘(2),’ the following language appears.

- “(2) Grantee by the acceptance of this Instrument, does hereby accept all existing and prospective responsibility for removal and / or restoration costs for any and all **railroad bridges and grade crossings** and their appurtenances that may be located on the line of railroad herein to be conveyed to the said Grantee, except as provided in the Operating Agreement between Grantor and Grantee ” (Emphasis added)

17 Riffin would argue vesting all responsibility for the removal and / or restoration costs of all bridges and grade crossings in the MTA Grantee, would vest sufficient maintenance-of-way common carrier obligations in the Grantee, to make the Grantee a common carrier by rail. See *Orange County Transp*, *supra*, and *Southern Pacific Transportation Company*, *supra*

18 **1991 deed from the Baltimore and Annapolis railroad to the MTA.** On May 10, 1991, the Baltimore and Annapolis railroad deeded 5.78 miles of rail line to the MTA. See **Exhibit D**, attached to Riffin’s March 27, 2006 filing, incorporated by reference herein, as if fully stated herein. On August 9, 2001, the Maryland Mass Transit Administration filed a Verified Notice of Exemption (“NOE”) to abandon 5.78 miles of rail line between milepost 0.0 at Clifford Junction, Maryland, to milepost 5.78 at Dorsey, Maryland, in Baltimore City and Baltimore County, Maryland. AB 590 (Sub-No. X). See also AB-193 (Sub-No. 2X). In paragraph 3 (a)

(2) of that NOE, the MTA made the following statement

“MTA and Canton are common carriers by railroad subject to 49 U S C Subtitle IV, Chapter 105.”

19 Based on the verified statements made by the MTA in its August 9, 2001 NOE, it would appear that when the MTA acquired the Cockeysville Industrial Track in 1997, the MTA was a common carrier subject to the jurisdiction of the Board. Therefore, prior to the MTA's acquisition of this line of railroad, the MTA needed to file with the Board EITHER a §10902 application, seeking approval from the Board to acquire this additional rail line, or a Notice of Exemption or Petition for Exemption, AND / OR a §11323 application to acquire rail properties belonging to another rail carrier. If the Board were to find that the Hunt Valley and Cockeysville Industrial Parks' track were excepted track, then the MTA would have been subject to the labor protective conditions found in 49 USC § 11323, since the Board may not grant an exemption from its required approval of the transaction, if the track is excepted track. See *United Transp Union-Illinois v Surface Transp*, 169 F 3d 474, 476 (7th Cir 1999) (“*Chicago Rail Link*”) [Riffin would argue these tracks would be lines of railroad, since they served a large number of shippers |

20 In *New York Dock Railway – Control – Brooklyn Eastern District Terminal*, Fin Doc No 28250, 354 I C C 399, at 411 (Decided April 11, 1978) the Commission quoted as follows from *Southern Ry Co – Control – Central of Georgia Ry Co*, 331 I C C 151, 163-169 (1967)

“the Commission explained that the employee rights to notice and negotiation were indispensable prerequisites to approval of the transaction ”

3 D. THE MTA'S 1990 AND 1997 CIT ACQUISITIONS, REQUIRED APPROVAL

21 In *Common Carrier Status of States, State Agencies*, Fin Doc No 28990 F, 363 I C C 132 (decided July 23, 1980), the Interstate Commerce Commission (“Commission”) stated, at 133: It is well established that when a noncarrier, including a State, acquires a railroad, it must seek our approval under section 10901. See *United States v California*, 297 U S 175 (1936). *Iowa Term R Co Acquisition and Operation*, 312 I.C.C. 546, 549 (1961) ”

22 Norfolk Southern Railway (“NS”) has admitted (See: AB 290 - 237X) that neither Conrail nor the MTA sought, nor obtained, prior approval from the Commission for the 1990 acquisition by the MTA of the CIT (minus the Cockeysville and Hunt Valley Industrial Parks portions). NS has admitted neither Conrail nor the MTA sought, nor obtained, prior approval from the Board for the 1997 acquisition by the MTA of the Cockeysville and Hunt Valley Industrial Parks portions of

the CIT. The 1990 acquisition violated either 49 USC § 10901 (if the MTA was a non-carrier) or §§ 10902 and 11323 *et seq* (if the MTA was a carrier at the time) The 1997 acquisition of the Cockeysville and Hunt Valley Industrial Parks portions of the CIT, violated 49 USC §§10902 and 11323 *et seq* , since at that time, the MTA was a carrier

23. In *New York Dock Railway – Control – Brooklyn Eastern District Terminal* Fin Doc No 28250, 360 I.C.C. 60 (Decided February 9, 1979), the Commission promulgated labor protective conditions to be imposed in railroad transactions pursuant to 49 US C §11343 *et seq* Section 4. *Notice and agreement or decision.* (a) and (b) states

“(a) Each railroad contemplating a transaction which is subject to these conditions and may cause the dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees Such notice shall contain a full and adequate statement of the proposed changes to be affected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner ”

“(b) No change in operations, services, facilities, or equipment shall occur until after an agreement is reached or the decision of a referee has been rendered ”

24. The classification of the Cockeysville and Hunt Valley Industrial Parks portions of the CIT, as either line or excepted track, is irrelevant The 1997 acquisition transaction was between Conrail, a Class I carrier, and the MTA, also a carrier. This transaction falls within the purview of 49 USC §11343 *et seq* Consequently, this transaction was subject to the labor protective arrangements mandated by §11347

25 Since notice and negotiation with affected employees are “indispensable prerequisites to approval of the transaction,” *Southern Ry Co – Control – Central of Georgia Ry Co* , 331 I C C 151, 163-169 (1967), the 1997 Cockeysville Industrial Track acquisition transaction cannot be retroactively approved [It would be impossible for Conrail to post the requisite notice on the appropriate bulletin board, since that bulletin board, and the facility wherein that bulletin board hung, no longer exist, and the affected employees are long gone In addition, the *Notice and*

agreement or decision time constraints cannot be met] Likewise, the Board does not have the authority to exempt any of the labor protective procedures or agreements. See *K & E Railway Co – Abandonment Exemption – In Alfalfa, Garfield and Grant counties, OK, and Barber County, KS*, AB 480-0-X, (Decided December 31, 1996), at page 3, *Norfolk and Western Ry Co – Abandonment Exemption – In Cincinnati, Hamilton County, OH*, Docket No AB 290-184 X (Decided May 13, 1998), at page 9. Consequently, the only option available to the Board, is to set aside the 1997 unapproved sale of the Cockeysville Industrial Track. In addition, previously cited, well established contract law holds that contracts in violation of provisions of a statute prohibiting certain acts, and contracts which cannot be performed without violation of a statute, are void. Since the purchase contracts and subsequent Deeds (contracts) for the 1997 unapproved acquisitions of the Cockeysville Industrial Track by the MTA are void, the conveyances have no legal effect, and must be set aside.

26 Riffin would argue the above constitutes *prima facie* evidence that the MDOT / MTA became a common carrier by rail in 1982, when Maryland acquired 190 miles of rail line from Penn Central, and has continued to be a common carrier by rail. Consequently, when the MTA acquired the Cockeysville Line in 1990, this acquisition of rail property was subject to 49 USC § 11323 *et seq*, as was the subsequent acquisitions of the rail properties of the Baltimore and Annapolis railroad in 1991, and of Conrail's Cockeysville and Hunt Valley Industrial Parks portions of the CIT in 1997, [and as was the subsequent conveyance of the Frederick Branch of rail properties from MDOT to the MMID railroad in 2006]

3 E. DISCOVERY IS NEEDED

27 Riffin would argue Discovery is needed, to ascertain whether, at the time of the MTA's 1990 purchase of the CIT, the MTA was either a common carrier, or controlled a common carrier. If the MTA was either a common carrier or controlled a common carrier, then the focus of this proceeding should be on 49 U S C §11323 *et seq*, rather than on §10901 (or §10902).

4. MILEPOST DISCREPANCY

28 **Comment 4:** The MTA's explanation for the apparent discrepancy between the stated length of the line and the corresponding stated mileposts, adequately explained this discrepancy. However, the MTA did not identify the beginning point of its acquisition. MP zero on the MTA begins at Baltimore & Howard Streets, not at Penn Station.

5. MTA SALE OF PORTIONS OF THE CIT

29 **Comment 5:** The MTA was ordered to describe and explain the sale of any portion of the Line since the MTA acquired the Line. In paragraph 9 of Robert Williams' Verified Statement ("Statement"), Mr. Williams stated

"MTA has sold no portion of the CIT that was part of the active rail line. Any action with respect to the transfer and development of the parcel referred to as the Maryland Specialty Wire property was undertaken by persons other than MTA."

30 The Quitclaim Deed from the MTA to Maryland Specialty Wire, dated March 17, 1995, a copy of which was appended to Riffin's Initial Comments as Exhibit A, states otherwise.

31 Mr. Williams stated "the transfer to Maryland Specialty Wire was undertaken by persons other than MTA." The Quitclaim Deed specifically states the Mass Transit Administration is the grantor, and Maryland Specialty Wire is the grantee. Obviously, the transfer was undertaken by the MTA.

32 Mr. Williams stated the "MTA sold no portion of the CIT that was part of the active rail line." In the third paragraph of the Quitclaim Deed, the Deed states

"together with the property herein below described being part of all that property formerly known as the Cockeysville Branch of Consolidated Rail Corporation more specifically identified as within Line Code 1224 in quit claim deed dated May 1, 1990 recorded June 14, 1990 . from Consolidated Rail Corporation, Grantor, to Mass Transit Administration thence leaving the west side of the paving of Railroad Avenue and binding on the south side of said Railroad Company's former land (4) running thence for a line of division across the Railroad Company's former land to a point on the north side of said Railroad Company's former land .. (5) running thence and binding on the north side of said Railroad Company's former land . (7) thence still binding on the said Railroad company's former land . (9) running thence for a line of division across said Railroad company's former land . to the place of beginning Containing 0.429 acres of land, more or less (Emphasis added.)"

33 The 1995 Quitclaim Deed to Maryland Specialty Wire specifically states the property being conveyed was a portion of the Cockeysville Branch, and was identified as Line Code 1224. This Deed statement would indicate the property being conveyed was a part of the active line of railroad identified as Line Code 1224.

34. The 1995 Quitclaim Deed specifically states the property line follows the south side and north side of Conrail's property, and further states that there were two lines of division the first was described as "(4) running thence for a line of division across the Railroad Company's former land N 39-54-06 W 66 27 feet to a point on the north side of said Railroad Company's former land." This first line of division would have been along the western edge of the property being conveyed, or near Beaver Dam Run. The second line of division was along the eastern edge of the property being conveyed, or along Railroad Avenue, for a distance of 85 59 feet Since there was a western line of division, this would indicate Conrail owned additional land to the west of this western line of division, which additional land had been conveyed to the MTA in 1990, but which was not being conveyed to Maryland Speciality Wire The sale of this portion of the Cockeysville Branch by the MTA, thus left a **stranded segment** to the west of this western line of division

35. Counsel for the MTA attempted to characterize the portion of the CIT that was transferred to Maryland Speciality Wire, as not being a line of railroad subject to the Board's jurisdiction, stated this portion of the CIT was a private industrial spur, stated the MTA never owned this portion of the CIT, then attempted to rationalize the sale of this portion of the CIT as a sale of §10906 excepted track These characterizations by the MTA's counsel do not appear in Mr Williams Statement, and are clearly controverted by the language in the Quitclaim Deed to Maryland Speciality Wire. The Quitclaim Deed clearly states the portion of the CIT sold to Maryland Speciality Wire, had been owned by Conrail, and was a portion of the CIT If this land had been owned by Conrail, and was identified by Conrail as Line Code 1224, then it obviously was **not** a private industrial spur [Had it been a private industrial spur, there would have been no need to transfer ownership to Maryland Speciality Wire, nor would the MTA have had any ownership interest to convey!]

36 On page C-5 of Mr. Williams Statement is a 1965 track diagram, which clearly depicts the line of railroad that passes through Maryland Speciality Wire A portion of this line of railroad is labeled "Public Delivery Track " An additional spur branches off of this line of railroad, and services the Pure Oil Company [Today, this oil facility is owned by Carroll Independent Fuel, and is used as a fuel depot] This line of railroad ran in a westerly direction from the Cockeysville Freight Depot, to the Beaver Dam Quarry It was approximately one mile in length, and served a number of shippers. Today, those portions of the line that were not sold to Maryland Speciality Wire, are still in place There are a number of spurs on this line that serve a number of prospective new shippers, several of whom have a desire to have freight rail service

Since the line was characterized as a "Public Delivery Track" and served a number of shippers, and since there are a number of shippers along this line that have a present desire to receive freight rail service, historically and presently, it would be categorized as a line of railroad, and not as excepted §10906 track. See Exhibit 5, attached hereto

6. SALVAGING OF THE LINE

37 **Comment 6:** The MTA was directed to address any salvaging of the CIT. In an effort to parlay responsibility for those portions of the CIT that have been salvaged, the MTA stated Riffin salvaged the line. Riffin categorically denies having salvaged any portion of the line. Some years ago, the Monocacy River north of Frederick, Maryland, washed out a thousand feet or so of rail on the Frederick Branch (which as discussed in ¶11, *supra*, was owned by the MTA). Individuals from the Walkersville Southern Railroad, which leased a portion of the Frederick Branch from the MTA, informed Riffin that they had received permission from the MTA to utilize several thousand linear feet of rail that formerly was a part of the CIT. Riffin has inspected the rails on the rebuilt Monocacy River railroad bridge, and has verified several thousand feet of 130-pound PS rails have been placed there. The rest of the rails on that portion of the line are 100-pound rails. Riffin would urge the Board to permit **Discovery**, so that individuals associated with the Walkersville Southern Railroad may be deposed, in order to verify that the MTA permitted portions of the CIT track to be relocated to the Frederick Branch.

38 While some may find the events described in the MTA's Exhibit 3 to be interesting, they have nothing to do with whether the MTA needed Commission approval prior to purchasing the CIT. However, for anyone interested, the rest of the story is reproduced in the footnote below.²

² Circa October, 2002, Riffin began purchasing maintenance-of-way equipment from Amtrak. Circa November / December, 2002, Riffin asked George Fabula, the MTA's Real Estate person, if Riffin could lease that portion of the CIT that was north of Warren Road. Over the next several months, Riffin and Fabula had a number of conversations regarding Riffin's lease of the line. Circa February, 2002, Norfolk Southern indicated the line would have to be inspected prior to Norfolk Southern delivering any of Riffin's newly acquired MOW equipment. Norfolk Southern said the line would have to be inspected by the MTA. In February, 2003, Amtrak ordered Riffin to remove from its property, the MOW equipment Riffin had purchased. Riffin contacted the BGE personnel that were in charge of the utility pole yard at Warren Road. Riffin sought and received permission to truck his MOW equipment to the BGE pole yard, where he planned to place his equipment on the BGE rail spur. Riffin, thinking he would be leasing the line shortly, trucked his MOW equipment to the BGE pole yard, then placed it on the BGE spur. Riffin then drove the equipment onto that portion of the CIT that was north of the BGE spur. On March 31, 2003, Riffin made arrangements with Mr. David Gunther, the MTA maintenance supervisor, to inspect the line. When Mr. Gunther saw Riffin's MOW equipment on the line, he became quite upset. Mr. Fabula withdrew his offer to lease the line to Riffin, then ordered Riffin to remove his MOW equipment. Riffin received permission from the owner of the property adjacent to the Cockeysville Freight Depot, [approximately 4,000 feet north of the BGE

7 A. OBSTACLES NOT MENTIONED OR EXPLAINED BY THE MTA THAT WOULD INHIBIT FREIGHT RAIL SERVICE

39 The MTA was ordered to provide the Board with a description of, and explanation for, any and all **obstacles** that could potentially inhibit freight rail service on any portion of the CIT

40. On page 4 of its Response, the MTA stated, that with one exception, it had "created no conditions which would potentially prevent the common carrier from fulfilling its obligations to locations that were receiving service on the active line as of the date that it acquired the line from Conrail " The one exception the MTA acknowledged, the removal of the railroad bridge that carried the line over York Road, is a really major obstacle. Immediately north of this obstacle is the former Veneer Manufacturing Company siding, which Riffin would like to utilize. While the MTA was careful to qualify its statement (that it has not done anything that would materially interfere with Norfolk Southern's ability to provide freight rail service to shippers that were receiving freight rail service in 1990), Riffin would argue the MTA's response failed to address the concern raised by the Board. What obstacles has the MTA created that could potentially inhibit **current or future** freight rail service on **any portion** of the CIT

7 B. MTA ERECTED BARRICADES

41 **Comment 7:** On the first page of the MTA's Exhibit 3, in paragraph 5, are comments

pole yard], to reload his MOW equipment back onto a truck, to be trucked 600 feet to property owned by Riffin. To load the MOW equipment back onto a truck, the truck had to be positioned so that it straddled the tracks. Each MOW piece of equipment was driven to the Cockeysville Freight Depot, then lifted with a crane. The truck then was backed under the equipment. The equipment was lowered onto the truck, then trucked to Riffin's nearby property. The portion of the tracks being used by Riffin was covered by weeds. Riffin's first attempt at driving the truck onto the tracks, met with failure. After several tries, Riffin realized there were rails adjacent to the tracks, which rails were acting as guides, preventing the truck's tires from going where they needed to go. 200 feet north of where Riffin needed to put his truck, there was sufficient space to accommodate the rails. If Riffin used his crane to move the rails, each "lift" would only have moved the rails about 50 feet. Rather than pick each rail up four times, Riffin elected to pick the rails up, place them onto his truck, drive the truck 200 feet, then offload the rails approximately 200 feet north of where he needed to work. As Riffin was picking up a second rail, the MTA police arrived. After some discussion, Riffin was given permission to move the rails 200 feet further up the tracks, which he did. The two photographs showing the one rail that was on the truck when the police arrived, clearly depicts how little working room there was, and clearly shows the rail extended off the rear of the truck a considerable distance. [The rails were approximately 60 feet long. The truck bed was only about 35 feet long.] Moving the rails more than a few hundred feet over non-highway property, was risky and precarious. Any attempt to move the rails on a highway, would have been fool hardy, and would have resulted in a citation that would have immediately suspended Riffin's Class A Commercial Driver's License.

that Dave Gunther appears to have made on April 14, 2003, at 12 02 PM A portion of those comments are reproduced below

“In fact, the rail condition is so poor that we have removed a section of rail and placed a barricade to prohibit movement on this track. My interpretation to the agreement is that NS would have to make a formal request to use this track for “New” business, and as such, they would have to bring the track up to standards.

I advised Mr Riffin that he is trespassing, and that we have already advised NS that we are not accepting freight shipped to our property ”

42 Riffin would argue that the removal of a rail, and the erection of a barricade to prohibit movement on a track, would constitute an “obstacle that could potentially inhibit freight rail service” on the portion of the track beyond the barricade and missing rail The MTA failed to describe and explain these two obstacles

43 The 1990 track diagram depicted on pages D-28 and D-29, clearly show all of the switches for the western tracks were **in-service** at the time of the MTA’s purchase of the CIT The portion of the track diagram showing the current status of the CIT, identified as “Pole Yard Siding.” clearly shows a rail has been removed from the track that formerly served the Cockeysville Freight Depot, and that served the line that was sold to Maryland Speciality Wire While this information is in the Exhibits of the Response, Riffin would argue the MTA’s failure to mention these obstacles in the text of its Response, shows a lack of candiddness In addition Mr Gunther’s statements to the effect that the MTA would not permit freight to be shipped on its property, would further suggest the MTA has created obstacles that would inhibit freight movement over the line

44 On the current Pole Yard Siding track diagram, another barricade is noted just west of the BGE siding, on the **northern** portion of the Wye at Warren Road No mention of this barricade appears in the text of the Response The **southern** portion of the Warren Road wye was installed by the MTA Riffin has been told by an MTA engineer, that the southern portion of the Warren Road wye **cannot** be used by a freight locomotive, due to the radius of curvature of the southern portion of the Warren Road wye Consequently, the barricade erected by the MTA on the northern portion of the Warren Road wye, would constitute an obstacle that would inhibit freight rail service on the Cockeysville and Hunt Valley Industrial Parks portions of the CIT The MTA failed to mention this obstacle in its Response

7 C. REMOVAL OF RAILS SANCTIONED BY THE MTA

45 On page 24, "Pole Yard Siding," of the MTA's Response, just west of the Wye at Warren Road, the following notation appears:

"To Warehouses 1800 ft of R-of-Way owned by MTA "

46 The MTA made no mention in its Response that the last 1,500 feet of track on that right-of-way **was removed in October, 2006**, and that the right-of-way currently has permanently mounted equipment on it, is being used as a parking lot for trucks, and has been fenced in. See **Exhibit 1 A**, which is a photograph taken on May 8, 2007, which photograph shows the rails end after crossing over the road that leads to a Proctor and Gamble facility at that location. Riffin would argue that the absence of rails, and the presence of permanently installed equipment, fencing, and trucks on the right-of-way, would seriously inhibit freight rail service on this portion of the CIT. [It should be noted, Mark Downs filed a letter in AB 290 - 237 X (*Norfolk Southern's aborted attempt to abandon service on the CIT*), indicating Mark Downs had a warehouse on this portion of the CIT, and that Mark Downs had an interest in receiving rail freight service at this location.]

47 The MTA made no mention in its Response that it did not object when Maryland Speciality Wire removed a portion of the rails from the track that served Beaver Dam Quarry, then permanently placed electrical poles and electrical switchgear where the tracks used to be. See **Exhibit 1 B**, which is a photograph taken by Riffin on May 8, 2007, which photograph depicts that portion of the line that goes through the Maryland Speciality Wire property. The absence of rails and the presence of electrical poles and electrical equipment in the center of the right-of-way is clearly discernable. Approximately 500 feet west of this location, is SealMasters, the first of several shippers along this portion of the line that desire freight rail service. See **Exhibit 2**, which contains letters from shippers along this line that have expressed an interest in receiving rail service. [The shippers on this line are, in order, heading west from the Cockeysville Freight Depot toward the Beaver Dam Quarry: SealMasters (Decker Enterprises, Inc.), MRP Recycling, European Landscapes and Designs, Buschemi Stone Masonry, Inc., Badolato Stone Products, Lawn Doctor, Packard Fence Company, Atlantic Concrete Products.] Riffin would argue the absence of rails and the presence of permanently installed electrical poles and electrical equipment, would seriously inhibit a freight rail carrier's ability to provide freight rail service to

these shippers.

7 D. MTA LEASING OF PORTIONS OF THE RIGHT-OF-WAY

48 The MTA has leased portions of the CIT right-of-way to businesses adjacent to the right-of-way. Riffin is aware of at least four MTA leases. Beginning at Cockeysville Road, near MTA MP 13.7, **Ashland Café Management L.L.C.** A copy of this lease is attached hereto as **Exhibit 3**. **Exhibit 1 C** is a photograph taken by Riffin on May 8, 2007, looking south from the Cockeysville Freight Depot. This photograph depicts a portion of the right-of-way leased to Ashland Café. The tracks have been covered. The leased area is used to store vehicles. In the background of photograph 1 C, one can discern that the right-of-way has been totally obliterated by vegetative growth. A **furniture refinishing** business has leased a building immediately north of the Freight Depot, and uses a portion of the right-of-way for parking purposes. A **hair salon** at the corner of Railroad Ave. and York Road, has leased another portion of the right-of-way. The hair salon uses this portion of the right-of-way for parking purposes. **Exhibit 1 D** is a photograph taken by Riffin on May 8, 2007, looking north, near MTA MP 13.9. In the foreground, this photograph depicts the hair salon's parking lot. The photograph clearly depicts the entire right-of-way is being utilized by the hair salon, and shows a substantial portion of the subbase of the right-of-way has been removed. In the middle ground of this photo is York Road, located at NC MP 15.05, MTA MP 13.9. On the north side of York Road is Kelly's Body Shop. **Kelly's Body Shop** has leased a portion of the right-of-way, which it uses for parking purposes.

49 The Ashland Café lease states the MTA can terminate the lease with 60 days notice. The MTA would not be permitted to access that portion of the right-of-way leased to the Ashland Café until after the lease had terminated. As **photograph 1C** depicts, the tracks have been buried. Consequently, it would take in excess of 60 days to put this portion of the CIT back into service.

50 None of these leases were disclosed by the MTA. Riffin would argue **Discovery** should be permitted to ascertain how many portions of the right-of-way have been leased, and to ascertain whether the leases would inhibit the ability of a freight rail carrier to provide rail service to shippers on the CIT.

8. OUT-OF-SERVICE SECTIONS OF THE LINE

51 The MTA was ordered to provide a detailed **map** of the CIT, and was ordered to show

any portions of the line that was **out-of-service**. While the track charts provided by Mr Williams were very helpful, they do not delineate the parameters of the right-of-way **Discovery** should be permitted so that Valuation Maps for the entire line may be obtained

52 Mr Williams **did not** address the issue of out-of-service sections of the CIT in his Verified Statement On page 6 of its Response, the MTA made the following statement

“As noted above, the only section of the line that is out of service is the segment north of the former Cockeysville freight station to the end of the line due to the reconstruction of York Road to eliminate that safety hazard created by the underpass ”

53 Riffin would argue the MTA’s statement that **none** of the CIT south of the Cockeysville Freight Depot was “out-of-service,” was a gross misrepresentation of the condition of the CIT south of the Cockeysville Freight Depot. By its own admissions, the MTA has acknowledged that the portions of the CIT between the Freight Depot and the south side of Cockeysville Road have been paved over More than 4 years ago, Mr Gunther, the MTA’s track maintenance supervisor, stated the CIT between Warren Road and Cockeysville Road was in such a deplorable shape, that he ordered a rail be removed and a barricade be erected, to prevent any type of movement beyond that point. He further stated that Norfolk Southern would have to make a formal request to use this portion of the CIT, and that Norfolk Southern would first “have to bring the track up to standards ” The current track diagrams provided by the MTA depict the barricade erected by Mr Gunther, and another barricade on the northern segment of the Warren Road wye Riffin’s **photograph 1 C** shows the right-of-way south of Cockeysville Road to be totally obliterated with vegetative growth Riffin’s **photograph 1 B** depicts electrical poles and electrical equipment permanently installed in the middle of that portion of the CIT that serves a number of shippers on the Beaver Dam Quarry branch of the CIT Riffin’s **photograph 1 A** shows the rails have been removed, and the right-of-way has been permanently converted into a parking lot, on that portion of the CIT that served the Cockeysville Industrial Park From these observations, it would appear the **only** portion of the CIT that is “in-service,” is that portion that the MTA uses for its light rail purposes

9. MTA’S REPRESENTATION THAT SERVICE ON THE CIT CAN BE RESTORED WITHIN ONE MONTH

54 On page 5 of its Response, in paragraph “(d),” the MTA stated service over the Cockeysville grade crossing could be restored within one week. On pages 3 and 4 of Mr Williams Verified Statement, Mr. Williams indicated that if service to Cockeysville was requested, the line could be made available for service within one month.

55 **Demand for service on the CIT.** [Put-up, or shut-up time] On page C-5 of the MTA’s Response, the track chart shows a siding identified as the Stebbins and Anderson siding, which siding is immediately north of Cockeysville Road. On May 8, 1985, Conrail sold this siding to the Stefanowicz Corporation. See Exhibit 4, a deed transferring title to this siding to the Stefanowicz Corporation, which deed is recorded in the Land Records of Baltimore County in Liber 923, folio 723 *et seq*. Riffin has leased this siding from the Stefanowicz Corporation’s successor in title. The track chart on page D-29 of the MTA’s Response shows this siding was out-of-service in July, 1988. The track is still in place, as is a bumper at the end of the siding. On or about May 12, 2007, Riffin plans to consign two rail cars to that siding. Copies of the Bill of Lading for these two cars will be served on the MTA’s counsel and on Norfolk Southern Railway’s counsel. Riffin will keep the Board apprized as to whether Norfolk Southern delivers the cars within one month of the date it has been sent a copy of the Bill of Lading.

56. **Demand for service on the Cockeysville Public Delivery Track.** The track chart that appears on page C-5 of the MTA’s Response, shows a Public Delivery Track coming off of the Cockeysville Siding track. This Public Delivery Track passed through the Maryland Specialty Wire property, then continued in the general direction of the Beaver Dam Quarry. SealMasters’ plant has a siding that comes off of this Public Delivery Track. During the week of May 12, to May 16, 2007, Riffin plans to consign several rail cars to this Public Delivery Track. Likewise, SealMasters plans to consign a rail car containing clay to the SealMasters’ siding. Copies of the Bills of Lading will be served on the MTA’s counsel and Norfolk Southern’s counsel. Riffin will keep the Board apprized as to whether Norfolk Southern delivers the cars within one month of the date it has been sent a copy of the Bills of Lading.

10. VENEER MANUFACTURING SIDING

57 On page C-5 of the MTA’s Response, a siding identified as the Vencer Mfg. Co. siding is shown coming off of the Cockeysville Siding near NC MP 15.05. At the end of ¶ 7 of Mr Williams’ Verified Statement, Mr. Williams stated this siding had been gone since the 1940s.

Exhibit 1 E is a photograph taken by Riffin on May 8, 2007. This photograph depicts the Veneer Mfg Co siding. As can be readily discerned, the siding still exists. Riffin desires to receive freight rail cars at this siding. Shortly, Riffin expects to make a demand for service at this siding.

11. CONCRETE WALL NEAR NORTH AVENUE

58 In ¶30 of Riffin's January 11, 2007 Comments, Riffin stated his inspection of the former Northern Central ("NC") right-of-way just south of where the NC right-of-way passed under North Avenue, revealed a 12" thick concrete wall had been erected between the NC right-of-way and CSXT's right-of-way. Riffin alleged this concrete wall rendered it impossible for a NC freight train to interchange traffic with CSXT at this location. Prior to the MTA's purchase of the CIT, this is where NC traffic was interchanged with B&O traffic. This interchange point is clearly depicted in a photograph labeled Exhibit 2, which Exhibit 2 was attached to a March 9, 2007 filing made by the Baltimore Streetcar Museum, Inc., which was filed in STB FD No. 34982, *James Riffin, dba The Northern Central Railroad – Acquisition and Operation Exemption – on Former Maryland and Pennsylvania Railroad Right-of-Way, all in Baltimore City, MD*. This Exhibit 2 is incorporated by reference herein, as if fully reproduced herein.

59 In ¶12 of his Verified Statement, Mr. Williams erroneously thought Riffin was referring to the concrete wall on the north side of the North Avenue bridge, which concrete wall provides a grade separation between the NC line that connected with the Pennsylvania Railroad at Pennsylvania Station (former Union Station), and the NC line that connected with the B&O Railroad just south of the North Avenue bridge. The "Highline" track that Mr. Williams refers to in ¶12 of his Verified Statement, appears in the lower right-hand corner of page C-1 of his Verified Statement. The "Highline" track connected tracks at Pennsylvania Station with the NC Bolton Yard, and could have been used to interchange traffic with the B&O on the east side of the B&O tracks. The interchange track Riffin was referring to connected the NC tracks coming from the NC Mt. Vernon yard, with the west side of the B&O tracks. This distinction is clearly shown on page C-1 of Mr. Williams' Verified Statement. In the lower right-hand corner of page C-1, appears the notation, "Bolton Yard," which was on the east side of the tracks identified as "B&O R.R." Immediately above the first "R" in "B&O R.R.", there is a track that connects with the "Mt. Vernon Yard & Produce Terminal." This is the track, and interchange point, Riffin was referring to.

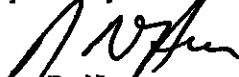
12. CONCLUSION

60 These Comments have identified a number of issues which have not been addressed by any of the MTA's filings. These issues go to the heart of the inquiry. Did the MTA need the approval of the Commission when it acquired the first portion of the CIT in 1990? Did the MTA need the approval of the Board when it acquired the second portion of the CIT in 1997? Was the MTA a carrier when it acquired the CIT? And if so, would the MTA's acquisition of some of the rail assets of another carrier, have required approval under 49 U.S.C. §11323 *et seq.*? Were Labor Protective Agreements executed? And if not, would they have been required? Has the MTA done anything that would materially interfere with Norfolk Southern Railway's ability to provide freight rail service on any portion of the CIT? On any portion of the CIT where there is a present desire and demand for service? Has the MTA fully complied with the Board's March 30, 2007 Decision? Should this inquiry be broadened to include the MTA's 1997 acquisition of the second portion of the CIT?

61. Riffin would argue the best way to obtain facts and information relevant to the resolution of the issues Riffin has raised, would be via **Discovery**.

WHEREFORE, for the foregoing reasons, Riffin would respectfully request the Board issue an Order permitting **Discovery**, so that additional information and facts may be obtained, in order to develop a record that would permit resolution of the issues presented by this proceeding.

Respectfully submitted,


James Riffin

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of May, 2007, a copy of the foregoing Supplemental Comments of James Riffin, was served by first class mail, postage prepaid, upon Charles A. Spitulnik, Kaplan Kirsch Rockwell, 10th Floor, 1050 Connecticut Ave., N.W., Washington, DC 20036, counsel for the MTA, and upon Eric Strohmeyer, CNJ Rail Corporation, 833 Carnoustie Drive, Bridgewater, NJ 08807.

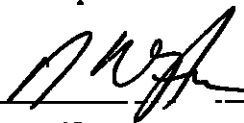

James Riffin



EXHIBIT
1 A

Cockeysville Industrial Park Tracks at Proctor and Gamble grade crossing. Looking North. 1,500 feet of Tracks were removed October, 2006.



EXHIBIT
1 B

Branch Line to Beaver Dam Quarry. Maryland Specialty Wire in background. Looking West from Cockeysville Freight Depot. Tracks have been removed. Electrical poles & equipment on R/W. Shippers on Line: Sealmaster; MRP Recycling; Buschemi Stone Products; European Landscape & Design; Badolato Stone; Packard Fence; Atlantic Concrete Products.



EXHIBIT
1 C

R/W area leased to Ashland Café. CIT at Cockeysville Freight Station, looking South. Tracks paved over. R/W in background: Obliterated with vegetative growth. Cockeysville Road in background. E. Track paved over. Two W. Tracks removed.



EXHIBIT
1 D

Area leased to Hair Salon. CIT R/W looking North toward York Road. Railroad bridge over York Road & Tracks have been removed. Kelly's leases R/W for parking. Veneer Mfg. Siding 1,000 feet north of York Road. Shipper on Line: Riffin



EXHIBIT
1 E

Veneer Mfg. Co. siding at NC MP 15.05. CIT looking North.
CIT R/W on right. Tracks removed. Riffin desires to utilize this siding.

PACKARD FENCE COMPANY

10822 C Williamson Lane
Cockeysville, MD 21030

(410) 527-1860
May 10, 2007

Vernon Williams, Secretary
Surface Transportation Board
395 E Street, S W
Washington, D C 20423

E-2A

RE STB Finance Docket No 34975

Dear Secretary Williams.

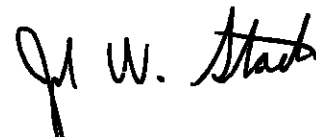
Our company sells wooden fencing materials. Our fence materials are trucked to us from West Virginia. Until last year, we leased the Cockeysville Freight Depot from the MTA. In March of 2006, we wrote a letter to you stating we supported Mr. James Riffin's efforts to provide freight rail service on the Cockeysville rail line, and further stating we would be interested in receiving our fence materials via rail. Three weeks after we wrote this letter of support, the MTA canceled our lease. In the notice of termination, the MTA stated it wanted to use the property for an office. More than a year has passed, and the building still sits vacant.

Mr. Riffin has informed us that in a recent filing, a Mr. Robert Williams stated the reason for terminating our lease was due to 9/11 concerns. Nothing could be further from the truth. I believe our lease was terminated because we supported Mr. Riffin's efforts to obtain rail service to Cockeysville. The MTA has leased part of the property I was leasing, to another tenant, the Ashland Café, which uses the property for a parking lot. The MTA continues to lease the building and a portion of the right-of-way immediately north of the Freight Depot, to a furniture refinisher. The MTA has also leased the right-of-way that is immediately south of York Road, to another business, which uses the right-of-way for its parking lot. Kelly's Body Shop, on the north side of York Road, also leases from the MTA a portion of the right-of-way. Kelly's Body Shop uses the right-of-way to park cars on.

We have relocated our business about 2,000 feet to the west of our old location. The rail line that passes through Maryland Speciality Wire is only 200 feet from our new place of business. We still have an interest in freight rail service.

If you have any questions, please feel free to call.

Sincerely,



John Stackus, owner



Vernon Williams, Secretary
Surface Transportation Board
395 E Street, S W.
Washington, D.C 20423

May 1, 2007

RE: STB Finance Docket No. 34975

Ex 2 B

Dear Secretary Williams

On Monday, April 30, 2007, Mr James Riffin visited our Cockeysville, Maryland manufacturing facility. He stated he was trying to ascertain if any shippers on the Cockeysville rail line, would have an interest in rail service. Our facility is immediately adjacent to a siding that connects to a rail line which connects to the main line at the Cockeysville freight depot. The rail line that our siding connects to, runs between the Cockeysville freight depot on the main line, and the former Beaver Dam Quarry, which is about a mile to the west of the Cockeysville freight depot. This line passes through the property formerly owned by Maryland Speciality Wire, crosses over Beaver Dam Run, then runs in a westerly direction about one mile to the former Beaver Dam Quarry. The rail line that our siding connects to serves a number of other shippers, including the MRP Company, which is located immediately west of our facility, Badolato Stone Products, which is about 300 feet west of our facility, and MidAtlantic Concrete Products, which is approximately 3,000 feet to the west of our facility. This rail line also passes by a number of additional companies, such as the Packard Fence Company, Carroll Independent Fuel Company's Cockeysville fuel depot, Suburban Hardware's warehouse, and several steel fabricators.

We manufacture a product which is used to seal surfaces, such as asphalt paving. The raw ingredients for our product come from Tennessee, Ohio, Wyoming, Pennsylvania and Canada. Presently our raw ingredients are shipped to us via motor carrier (approximately 75 rail car loads per year). If shipping our raw ingredients to us via rail was less expensive than shipping it via truck, then we would consider using rail service.

We strongly support Mr. Riffin's efforts to reinstitute freight rail service on the Cockeysville rail line.

Sincerely,

Tom Decker, Sr.
President

DECKER ENTERPRISES, INC.

Metro Washington D C Store
7820 Penn Western Court
Unit D
Upper Marlboro, MD 20772
Phone (301) 420-7504

Baltimore Plant & Store
10817 Williamson Lane
Cockeysville, MD 21030
Phone (410) 527-2801
Fax (410) 527-2803
Email tdecker95@verizon.net

Richmond, VA Store
8368 Old Richford Rd
Mechanicsville, VA 23116
Phone (804) 569-0496
Fax (804) 569-0492

Delaware Store
201 South Market Street
Wilmington, DE 19801
Phone (302) 654-4811

BUSCHEMI STONE MASONRY, INC.
PROPOSAL

3605 Jackson Cabin Rd.
Phoenix, MD 21131
(Fax (410) 628-0042
Cell (443) 804-8000

Ex. 2 C

Vernon Williams, Secretary
Surface Transportation Board
1925 K St NW
Washington, D C 20423-0001

RE STB Finance Docket No 34984

Our company buys and installs natural stone We buy our stone from all over the United States. Presently this stone is shipped to us via truck

Mr James Riffin has informed us that he is attempting to reinstate freight rail service on the Cockeysville railroad line We support his efforts to reinstate freight rail service on this rail line Presently, Norfolk Southern refuses to provide any freight rail service on this rail line

If our freight costs were less using rail rather than using trucks, we would have our stone shipped to us via rail

Sincerely,



Karen Buschemi
Corporate Secretary



EX 2D

2 February 2007

Vernon Williams, Secretary
Surface Transportation Board
1925 K Street NW 20423-0001

Re: STB Docket No. AB 290-237X

Dear Secretary Williams:

I design and install natural stone landscapes. The stone that I use comes from all over the United States. Presently, this stone is delivered to me on trucks. Mr. James Riffin told me he plans to offer to purchase the Cockeysville rail line freight operating rights Norfolk Southern presently has. I support Mr. Riffin's offer to purchase Norfolk Southern's freight operating rights and support his plan to provide freight rail service on the Cockeysville rail line. Norfolk Southern refuses to offer freight rail service on the Cockeysville rail line. Their representative said the line is permanently out-of-service.

My business is adjacent to the Cockeysville rail line. I have access to a rail siding that is a few miles north of my business. If shipping stone to me via rail is less expensive than shipping it via truck, I would ship it via rail.

If you have any questions, please feel free to call me.

Sincerely,


Glen G. Gutierrez
President

LICENSE AGREEMENT

Between

The STATE OF MARYLAND, Acting Through the
MARYLAND TRANSIT ADMINISTRATION.

and

ASHLAND CAFE MANAGEMENT, LLC

Ex. 3

THIS LICENSE AGREEMENT is entered into this 25th day of May, 2006 by and between the STATE OF MARYLAND, acting through the **Maryland Transit Administration**, a unit of the Department of Transportation of the State of Maryland ("MTA") located at 6 Saint Paul Street, Baltimore, Maryland 21202, and **Ashland Café Management, LLC** ("LICENSEE") located at 10810 York Road, Cockeysville, Maryland 21030.

RECITALS

1 MTA is the owner of a railroad right of way ("ROW"), which it acquired from The Consolidated Rail Corporation by deed, dated May 1, 1990, and recorded on May 22, 1990 in the Land Records of Baltimore County at Liber 6231, Page 093

2 Licensee has requested MTA's permission to improve a portion of the ROW along the Cockeysville Rail Spur into customer parking for Ashland Café Management, LLC (hereinafter collectively the "Parking Lot") located in Cockeysville, Baltimore County, Maryland. The sites are set forth on Exhibit "A", attached hereto

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby agree as follows, intending to be legally bound

1 **Incorporation of Recitals** The foregoing recitals are incorporated herein by reference and made a part of this Agreement

2 **Grant and Term of License.** For a period of up to five (5) years from the date shown hereof, MTA grants to Licensee a License to access and use a portion of the Cockeysville Rail Spur located adjacent to 10901 Railroad Avenue in Cockeysville, Baltimore County, MD (the "Area") for the sole purpose of customer parking for Ashland Café Management, LLC, subject to the following terms and provisions and for no other purpose. This License conveys to Licensee no title or interest of any kind respecting the Area licensed. Licensee shall not interfere in any manner with Licensor's Light Rail operations or public use. In the absence of notice of termination, as provided for hereinafter, this Agreement shall automatically renew for successive one-year terms

3 **Improvements by Licensee.** Licensee shall make no improvements to the Area licensed without first obtaining Licensor's permission. Such permission shall be at the discretion of Licensor

4 **Document Preparation Fee** Licensee shall pay MTA, and MTA is in receipt of the non-refundable document preparation fee of \$625 00

5 **Licensee's Responsibilities** Licensee shall construct, install, maintain and repair the Parking Lot in good order and repair, and in a condition which is safe and in conformity with sound industry practices with respect to the construction and maintenance of such Parking Lot, all at Licensee's sole cost and expense. In exercising its rights and obligations hereunder, Licensee shall comply with all applicable zoning, laws, rules, regulations and orders of any governmental authority having jurisdiction over the matter and cause its agents and contractors to conform with the provisions herein. Without limitation on the foregoing, Licensee shall comply with all applicable requirements with respect to protection of the environment and shall not place, cause to be placed, or knowingly allow any third party to place upon or under the Area any hazardous substance or other substance, which may be the cause of environmental degradation.

6 **Future Right of Way Usage** The Licensee acknowledges that in the event that there is a public need or rail service is reinstituted on the portion of the Cockeysville Rail Spur used by the Licensee or the portion of the right of way used by Licensee is converted to a recreational trail, the Licensee agrees to make, at its sole cost and expense, the necessary modifications to its Parking Lot to meet the then current MTA specifications for commercial grade crossings as well as modifications to its occupation including signal, protection crossing devices as well as any other devices deemed necessary for public safety and take no action which would result in violation of, or interference with, the right of the then operating railroad

7 **Usage Fee** Licensee shall pay an initial usage fee of \$6,000.00, due and payable in advance on the first day of April 2006. Beginning on April, 1, 2007 and every April thereafter for the duration of the agreement, the usage fee shall be increased by the same percentage of increase as reflected in the Consumer Price Index for all Urban Consumers (CPI-U), The United States, All Items, as published by the U.S. Department of Labor, Bureau of Labor Statistics. Each April adjustment shall be made with reference to the price index for the preceding April (hereafter, "current price index"). Each adjustment shall be made by determining the percentage increase of the then current price index to the index for April 2006 ("base price index"). Usage fees for years subsequent to the initial usage fee shall be calculated as follows

$$\frac{\text{Current Price Index}}{\text{Base Price Index}} \times \text{Initial Usage Fee} = \text{Current Annual Fee}$$

8 **Restoration of MTA Facilities Outside Railroad Roadbed** After the performance by or on behalf of Licensee of any work, which disturbs the Area located outside the railroad roadbed, Licensee shall restore said Area to the same and equally good condition as existed before the commencement of such work, all at Licensee's sole expense.

9 **Restoration of MTA Facilities Within Railroad Roadbed** After the performance by or on behalf of Licensee of any work which disturbs the Area located within the railroad roadbed, the Area shall be restored to the same grade, and to the same and equally good condition, as existed before the commencement of such work. MTA shall in its sole discretion,

elect to either have Licensee perform said restoration directly or shall perform such restoration itself, and in the latter case MTA shall bill Licensee, and Licensee shall pay the full cost of the restoration by MTA

10 **Safe and Efficient Practices** Licensee shall at all times exercise its rights hereunder, and shall maintain the Parking Lot in a manner consistent with safe and efficient railroad practices, all at Licensee's sole cost and expense

11 **Obligation To Make Changes** Upon the request of MTA, Licensee, at Licensee's sole expense, shall make any and all changes to the Parking Lot, including without limitation changes to the location of the Parking Lot, as are, in the reasonable opinion of MTA, necessary or appropriate (a) for safe and efficient railroad and transit operations upon the Area, or (b) as a part or result of any modifications or improvements upon the Area by or on behalf of MTA Licensee shall not contend that any portion of the Maryland Annotated Code, Transportation Article, operates to reduce or eliminate Licensee's obligations under this paragraph

12. **Indemnity and Liability** Licensee shall protect, indemnify, defend and hold harmless, and shall require in its agreements with contractors and subcontractors that they shall protect, indemnify, defend and hold harmless, MTA, its officers, agents, employees, successors and assigns, against and with respect to any and all liabilities arising out of or in any way connected with. (a) the exercise or performance by Licensee (or its agents, officers, employees, successors or assigns or contractors) of any of its rights or obligations hereunder, (b) the use or operation by Licensee (or its agents or contractors) of the Parking Lot, or (c) work performed by or on behalf of Licensee upon the Parking Lot As used herein, "Liabilities" shall include any and all losses, claims, damages, suits, liabilities or costs whatsoever (including without limitation reasonable attorney's fees and cost of suit), which arise (a) out of injury to any person (including without limitation loss of limb or death), (b) out of damage to or destruction of any property of any person whomsoever, (c) out of interruption of rail or transit services including without limitation loss of revenue income, (d) out of damage to or destruction of the environment, including without limitation land, air, water, wildlife, or vegetation (including, but not limited to, costs and expenses incident to monitoring, remedial actions, proceedings or investigations or the defense of any claim), or (e) out of, or occasioned by, any breach or default by Licensee (or its officers, employees, agents, licensees, invitees, or contractors) in performing any of its obligations hereunder or under any applicable law The foregoing obligations shall survive termination of this Agreement with respect to liabilities arising during its term

13 **Insurance** (a) Prior to the effective date of this License Agreement, and at all times during its term, Licensee, at its sole cost and expense, shall procure and shall maintain, and shall require its contractors and subcontractors (of any tier) performing activities hereunder to procure and maintain, insurance which shall protect Maryland Transit Administration, Maryland Department of Transportation, the State of Maryland, their officers, agents, employees, invitees, successors, and assigns, from claims which may arise out of or as a result of Licensee's activities under this Agreement, whether such activities be by Licensee, by any contractor or subcontractor, by anyone directly or indirectly employed by any of them or by anyone for whose acts

any of them may be liable. In furtherance of this obligation, Licensee shall procure and maintain at least the minimum levels of insurance coverage as set forth below

a Commercial General Liability and Umbrella Insurance Licensee shall maintain Commercial General Liability ("CGL") insurance and, if necessary commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Crossing. CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. CGL insurance shall be amended by attachment of ISO form CG 20 26 (or a substitute form providing coverage acceptable to MTA) to include the Maryland Transit Administration, Maryland Department of Transportation, and State of Maryland as Additional Insureds. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Licensee waives all rights against MTA and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the required commercial general liability or commercial umbrella insurance.

b If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect as required herein, MTA may terminate this Agreement for default or, at its sole option, obtain insurance coverage equal to that required herein, the full cost of which shall be charged to and paid by Licensee.

c Each policy-referenced hereinabove, by endorsement, shall include the following required clauses

(i) This insurance coverage shall not be canceled by this Insurance Company, nor shall any changes be made which alter, restrict or reduce the insurance coverage so provided or change the name of the Insured(s), without first having given forty-five (45) days' written notice to (1) Ashland Café Management, LLC located 10810 York Road in Cockeysville, MD 21030, and (2) Maryland Transit Administration, 6 St. Paul St., Baltimore, Maryland 21202, Attention: Risk Management, and Attention: Office of Real Estate, 3rd Floor, all as evidenced by receipt of registered letter.

(ii) Such insurance as afforded by this policy for the benefit of Maryland Transit Administration, Maryland Department of Transportation, and State of Maryland (collectively, "State") shall be primary and any insurance carried by State shall be excess and noncontributing with insurance afforded by this policy.

(iii) In the event of any occurrence, accident or claim made under this policy, this Insurance Company shall not contend that Maryland Transit Administration, Maryland Department of Transportation, and/or State of Maryland is (are) not liable in tort by virtue of being a governmental instrumentality or public or quasi-public body.

(iv) This Insurance Company releases Maryland Transit Administration, Maryland Department of Transportation, and the State of Maryland from any liability arising from or through the operation of any subrogation clause in this policy of insurance, and in the

event of any occurrence, accident or claim made under this policy, this Insurance Company shall not claim or contend that any of those entities is liable as the result of subrogation "

d As evidence of the above insurance, Licensee shall, prior to the effective date of this Agreement, file with MTA, and require any contractors and subcontractors performing activities under this Agreement to so file, duly executed Certificates of Insurance issued by the insurer(s) of all insurance required herein, including special endorsements. Each such Certificate shall be in a form satisfactory to MTA, shall list the various coverage types and limits; shall name Maryland Transit Administration, Maryland Department of Transportation, and State of Maryland as additional insureds, and shall indicate that the Commercial General Liability policy has been endorsed as described above. All insurance shall be placed and maintained with insurers licensed and authorized to do business in the State of Maryland and who have an A.M. Best rating of "A" or better, unless otherwise approved by MTA. MTA's approval or failure to disapprove insurance furnished by Licensees shall not diminish or release Licensee from full responsibility for liability as set forth herein. Upon MTA's request, Licensee shall furnish MTA with a certified copy of each insurance policy.

e Whenever either party becomes aware of any claim, injury, death, damage, or loss of any kind to persons or property arising out of or connected with this License Agreement, that party shall have the right to fully investigate the claim. Each party shall cooperate with the other in any such investigation. All costs and expenses in connection with the investigation, adjustment, and defense of any claim or suit under this Agreement, including pro-rated salaries or wages of full-time agents or employees of either party, including full-time attorneys, engaged directly or indirectly in such work, shall be included as costs and expenses in applying the liability provisions set forth in this Agreement.

14 Licensee's Failure To Use Utilities or Perform Obligations.

a If Licensee shall cease to use or otherwise abandon the Parking Lot under any of the rights granted hereunder, then those rights shall be extinguished, and all of Licensee's rights hereunder shall cease.

b If Licensee shall fail to perform any of its obligations hereunder, then MTA, at its sole option, may terminate this License, provided that (i) MTA shall have earlier provided Licensee with 30 days' notice of and opportunity to cure such failure, (ii) Licensee has not cured the failure within such period, and (iii) MTA has given Licensee an additional 60 days' notice of termination. After such 60-day period, Licensee's rights hereunder shall cease. Upon such termination, Licensee shall, at its sole expense, remove or properly abandon the Utilities.

c Without limitation on any of the foregoing rights of MTA, if Licensee fails to perform any duty it is required to perform hereunder, then MTA shall have the right, upon notice to Licensee, to perform such duty or cause it to be performed, and Licensee shall then be obligated to reimburse MTA for all costs reasonably incurred in performing such duty of Licensee.

15 **Notices.** Unless otherwise agreed or specified herein, all notices or other communications to either party by the other pertaining to all matters herein shall be deemed to be given when made in writing and either personally delivered or deposited in the United States mail, postage prepaid, return receipt requested, at the following addresses

For MTA

Maryland Transit Administration
Office of Real Estate
6 St Paul Street, 3rd Floor
Baltimore, Maryland 21202
Attention Manager

For Licensee

Ashland Café Management, LLC
10810 York Road
Cockeysville, MD 21030
Attention John Koutrakos
Chris Theodoropoulos

A party may change the address to which notices to it are directed by a notice actually delivered to the other party

16 **Termination.** This Agreement may be terminated at any time by either party hereto upon sixty (60) days' prior notice in writing to the other. Upon such termination, Licensee shall remove (or abandon with MTA's written consent) the Parking Lot. The right of way shall then be restored to a condition satisfactory to MTA, either by MTA or Licensee in the sole discretion of MTA, all at Licensee's sole cost.

17 **Non-assignment and Non-waiver**

a Licensee shall not assign any of its rights or delegate any of its duties hereunder without the express prior written consent of MTA. Any attempted assignment or delegation without Licensor's consent is void ab initio.

b The failure of MTA at any time to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy under this Agreement, shall not impair any such right or remedy or be deemed a waiver or relinquishment thereof.

18 **Headings, Etc.** The headings set forth herein are for convenience only and shall not effect any construction or interpretation of this Agreement. The singular herein shall be read to include the plural, and vice versa, unless the context clearly requires otherwise.

19. **Severability** It is the intent of the parties that this Agreement be enforceable. If any provision hereof shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning that renders it valid.

20. **Miscellaneous** This Agreement

a shall inure to the benefit of and bind the parties and their respective successors or assigns,

b constitutes the entire agreement between the parties with respect to its subject matter,

c may be amended or supplemented only by a writing signed by the parties hereto,

d may be executed in several counterparts, each of which shall constitute an original, and

e shall be governed by the laws of the State of Maryland, and any disputes arising from this Agreement shall be resolved in the courts of Maryland, without regard to provisions in the law concerning conflict of laws.

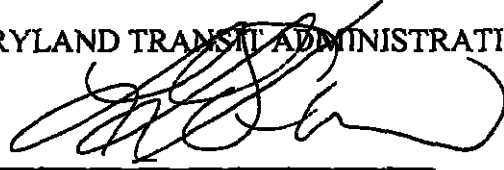
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be properly executed by their duly authorized representatives

WITNESS



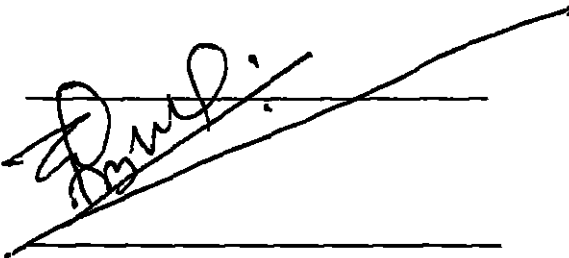
MARYLAND TRANSIT ADMINISTRATION

By



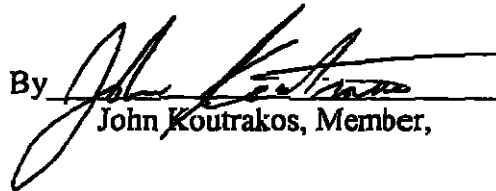
Lisa L. Dickerson, Administrator

WITNESS



ASHLAND CAFÉ MANAGEMENT, LLC

By



John Koutrakos, Member,

By



Chris Theodoropoulos, Member

Federal ID No _____

Approved as to form and legal sufficiency



4/22/06

Jack R. Sturgill, Jr

Special Assistant Attorney General

LIBER 923 FOL 1723

Ex. 4

THIS DEED made this 31 day of July in the year One Thousand Nine Hundred and Eighty-five (1985),

BY AND BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Six Penn Center Plaza, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and STEFANOWICZ CORPORATION, a Corporation of the State of Maryland, having a mailing address of 10884 York Road, Cockeysville, Maryland 21030, hereinafter referred to as the Grantee;

WITNESSETH, that in consideration of the sum of TEN THOUSAND DOLLARS (\$10,000.00) the said Grantor does remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to:

ALL THAT CERTAIN piece or parcel of land, situate in the Town of Cockeysville, County of Baltimore and State of Maryland, being more particularly bounded and described in accordance with a Plat of Survey prepared by Ronald W. Broyles, Registered Surveyor No. 3989 of Kilde Consultants, Inc., Consulting Engineerings, as follows:

BEGINNING at a point on the northeast side of Cockeysville Road at the end of the 5th line of the land described in the deed between David Rosen and wife, and Walter S. Stefanowicz and Sons, Inc., dated August 17, 1965, and recorded among the Land Records of Baltimore County in Liber O.T.G. 4503, page 405, said point also being on the easterly right of way of Consolidated Rail Corporation (formerly Northern Central Railway Company) known as the Northern Central (B&P) Secondary and identified as Line Code 1234 in the records of the United States Railway Association; running thence binding on said right of way line (1) South 03° 35' 32" East, 3.00 feet; thence the following four (4) courses through lands of said Consolidated Rail Corporation: (2) South 87° 12' 40" West, 7.00 feet; (3) North 03° 35' 32" West, 80.25 feet; (4) northerly by a curve to the right, with a radius of 2,638.79 feet, an arc distance of 199.63 feet, the chord of said arc being North 01° 34' 51" West, 199.49 feet; and (5) South 89° 33' 54" East, 7.00 feet to a point on the east side of said right of way, said point being at the end of the 6th line of said land described in Liber O.T.G. 4503, page 405; thence binding on said east right of way line the following two (2) courses: (6) southerly by a curve to the left, with a radius of 2,631.79 feet, the arc distance of 199.04 feet, the chord of said arc being South 01° 34' 51" East, 199.00 feet, and (7) South 03° 35' 32" East, 56.45 feet to the place of Beginning.

CONTAINING 1.817 square feet or 0.0417 of an acre.

BEING a part of the premises which the Trustees of the Property of the Northern Central Railway Company, Debtor, by Conveyance Document No. NC-CRC-RP-1, dated March 31, 1976 and recorded in Baltimore County, Maryland in Liber 6231 at page 93&c., granted and conveyed the aforesaid property unto Consolidated Rail Corporation.

-1- C 012=====160DUAN 028-A

STATE DEPARTMENT OF
ASSESSMENT & TAXATION

DATE

CLERK

AGRICULTURAL TRAILER TAX
NOT APPLICABLE

SIGNATURE DATE

SUBJECT, however, to (1) any easements or agreements of record or otherwise affecting the land hereby conveyed; (2) any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the herein conveyed premises, together with the right to maintain, repair, renew, replace, use and remove same; and (3) the state of facts disclosed by survey made by Ronald W. Broyles, Registered Surveyor No. 3980 of Kilde Consultants, Inc., Consulting Engineers.

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

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

(2) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the land hereinbefore described and to any buildings or improvements now or hereafter erected thereon, and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3) In the event the tracks or land of Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over such railroad in the vicinity of the land hereinbefore described are changed so that they shall pass overhead or underneath such tracks or land, or in the event any grade crossing is vacated and closed, Grantee forever releases Grantor from all liability for any loss or damage, direct or consequential, caused by or arising from the separation or change of grades of such railroad or such streets, avenues, roads, lanes, highways, or alleys, or from the vacating and closing of any grade crossing.

(4) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

TOGETHER with all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, SUBJECT as aforesaid.

TO HAVE AND TO HOLD the premises above described and mentioned and hereby intended to be quitclaimed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Grantee, the heirs or successors and assigns of the Grantee, SUBJECT as aforesaid.

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

AS WITNESS the corporate seal of said Grantor, duly

LN066 923 FOLIO 26

attested, and the signature of its Assistant Vice President-Real Estate, the day and year first above written.

TEST:

CONSOLIDATED RAIL CORPORATION
By:

John G. V. ...

Lawrence A. Huff
Lawrence A. Huff, Assistant
Vice President- Real Estate

ATTEST:

Linda McMonagle

[Signature]
Secretary
D. McGLEHAN
C R/F 18:00
C T TX 50:00
C OCS 50:00

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA)

DEED
ENR JR T 118:00
#62245 C001 R02 T41120
03/28/85

I HEREBY CERTIFY that on this *5th* day of *May* in the year One Thousand Nine Hundred and Eighty-five (1985), before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County aforesaid, personally appeared Lawrence A. Huff, Assistant Vice President- Real Estate of CONSOLIDATED RAIL CORPORATION and duly acknowledged the foregoing Deed to be the act of the said corporation.

AS WITNESS my hand and notarial seal.

[Signature]
Notary Public
My Comm. expires July 4, 1987

THIS INSTRUMENT PREPARED BY:

Patricia A. Areidiascono
Consolidated Rail Corporation
Ninth Floor, 1528 Walnut Street
Philadelphia, Pennsylvania 19102

/mah

200'd for Record MAY 25 1985
Per Elmer E. Follins, Jr., Clerk
Mail to *Patricia A. Areidiascono*
Receipt to *Patricia A. Areidiascono*

BEAVER DAM QUARRY

CARROLL
AND FUEL

ATLANTIC
Concrete
Products

PACKARD
FENCE

LAWN
DOCTOR

BADOLATO
STONE

EUROPEAN LANDSCAPE
BUSCHME STONE

MRP
RECYCLING

SEAL
MASTER

MD SPECIALTY
WIRE
(REPAIR SHOP FOR LAWN MOWERS)

← COCKEYSVILLE FRT DEPOT

COCKEYSVILLE

YORK RD.

AREA LEASED
TO HAIR
SALON

EWID - MAIN TRK - WWD

SIDING OUT OF SERVICE

STEFANOWICZ/
STEBBINS & ANDERSON
RIFKIN

BUMPER BLOCK

RELAY CASES

THIS PORTION OF SIDING OUT OF SERVICE

AREA LEASED TO
ASHLAND CAFE

ROAD

EX. 5