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110 NORTH MAIN STREET
NICHOLASVILLE, KENTUCKY 40356
859.887.1200
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ENTERED
Office of Proceedings
November 25, 2015
Part of
Public Record

JEREMY J. SYLVESTER
jsylvester@mimfirm.com

DIRECT DIAL
859.724.4109

November 24, 2015

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

Re: Finance Docket No. 35979, R. J. Corman Railroad Company/Carolina Lines, LLC --
Modified Certificate of Public Convenience and Necessity – Horry County, South
Carolina

Dear Ms. Brown:

Enclosed for filing in the above-captioned proceeding are an original and ten copies of the Verified Notice of Modified Certificate of Public Convenience and Necessity of R. J. Corman Railroad Company/Carolina Lines, LLC, pursuant to 49 C.F.R. § 1150.23(a), dated November 24, 2015. A check in the amount of \$1800.00, representing the appropriate fee for this filing, and a CD-Rom containing the text of the Notice are also enclosed.

Please date-stamp and return in the provided envelope the enclosed extra copy of the Notice of Exemption and this letter.

Please feel free to contact me if you have any questions. Thank you for your assistance on this matter.

Sincerely,



Jeremy J. Sylvester

Enclosures
Cc Association of American
Railroads

FEE RECEIVED
November 25, 2015
SURFACE
TRANSPORTATION BOARD

FILED
November 25, 2015
SURFACE
TRANSPORTATION BOARD

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 35979

R. J. CORMAN RAILROAD COMPANY/CAROLINA LINES, LLC
– MODIFIED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY –
HORRY COUNTY, SOUTH CAROLINA

**NOTICE OF MODIFIED CERTIFICATE OF PUBLIC CONVENIENCE AND
NECESSITY**

David R. Irvin
Jeremy J. Sylvester
Moynahan, Irvin & Mooney, PSC
110 North Main Street
Nicholasville, KY 40356
(859) 887-1200

ATTORNEYS FOR R. J. CORMAN
RAILROAD COMPANY/CAROLINA
LINES, LLC

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 35979

R. J. CORMAN RAILROAD COMPANY/CAROLINA LINES, LLC
– MODIFIED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY –
HORRY COUNTY, SOUTH CAROLINA

**NOTICE OF MODIFIED CERTIFICATE OF PUBLIC CONVENIENCE AND
NECESSITY**

Pursuant to 49 C.F.R. § 1150.23(a), R. J. Corman Railroad Company/Carolina Lines, LLC (“RJCS”),¹ a Class III rail carrier, hereby files this Notice of Modified Certificate of Public Convenience and Necessity (the “Modified Certificate”) to provide rail freight operations over approximately 11.5 miles of rail line owned by Horry County, South Carolina and located between RJCS’s line at Station 9 + 34.65 (milepost 336.18) in the City of Conway, South Carolina, and the beginning of the concrete bridge deck on the Conway side of the Pine Island Bascule Bridge over the Intracoastal Waterway at Station 609+91 (milepost 347.55) (“Subject Line”).

The previous operator of the Subject Line was the Waccamaw Coast Line Railroad (WCLR), a division of the Baltimore and Annapolis Railroad Company, which had operated the Subject Line pursuant to a Modified Certificate of Public Convenience and Necessity obtained in June of 2001. Notice of Modified Certificate of Public

¹ R. J. Corman Railroad Company/Carolina Lines, LLC has reserved the mark “RJCS” with the AAR, and became a Class III rail carrier after filing a Verified Notice of Exemption, pursuant to 49 CFR 1150.32. See Verified Notice of Exemption filed in Finance Docket No. 35897, R. J. Corman Railroad Company/Carolina Lines, LLC – Acquisition and Operation Exemption – The Baltimore and Annapolis Railroad Company D/B/A Carolina Southern Railroad Company.

Convenience and Necessity by Waccamaw Coast Line Railroad, (STB Finance Docket No. 34064). WCLR provided notice to terminate its service on the Subject Line on September 24, 2013. See Horry County, SC, et. al. v. The Baltimore and Annapolis Railroad Co., STB Finance Docket No. 34064.

In accordance with the requirements of 49 C.F.R. § 1150.23(b), RJCS submits the following information.

Name and Address of Operator: 49 C.F.R. § 1150.23(b)(1).

The full name and address of the operator, which is an existing rail carrier, is as follows:

R. J. Corman Railroad Company/Carolina Lines, LLC
101 R. J. Corman Drive
P.O. Box 788
Nicholasville, KY 40340

Information Concerning Prior Abandonment: 49 C.F.R. § 1150.23(b)(2).

Horry County, South Carolina, a political subdivision of the State of South Carolina, purchased the Subject Line in 1984 pursuant to 49 CFR §1150.22, after it was abandoned by the Seaboard System Railroad (now CSX Transportation, Inc.). See Seaboard System Railroad Inc. – Abandonment – In Horry County, South Carolina, ICC Docket No. AB-55 (Sub –No. 104) (ICC served Sept. 12, 1984). Horry County received title by deed dated October 22, 1984.

Agreement As To The Exact Dates of the Period of Operation: 49 C.F.R. § 1150.23(b)(3)

Horry County entered into a written agreement with the sole member of RJCS, R.J. Corman Railroad Company, LLC, on September 16, 2015, by which R.J. Corman Railroad Company agreed to lease and maintain the Subject Line for a term of fifteen

years, with options to renew for an additional fifteen (15) years. The lease agreement, however, grants Horry County the right to cancel the lease upon one hundred (180) days' written notice. By Lease Addendum and Assignment Agreement dated November 5, 2015, R.J. Corman Railroad Company, LLC assigned its rights and obligations under the Lease to R.J. Corman Railroad Company/Carolina Lines, LLC with written consent of Horry County. RJCS must rehabilitate the Subject Line before it can safely provide rail service. RJCS hopes that rehabilitation of the Subject Line will be completed in January of 2016.

A copy of the Lease Agreement between R.J. Corman Railroad Company, LLC and Horry County, SC, and the Lease Addendum assigning all rights and obligations of that Lease to R.J. Corman Railroad Company/Carolina Lines, LLC are attached hereto collectively as Exhibit 1.

Description of Services to Be Performed: 49 C.F.R. § 1150.23(b)(4)

RJCS has the exclusive right and responsibility to provide common carrier rail freight service on the Subject Line to both existing and prospective customers that have facilities served by sidetracks or other connections to the Subject Line.

(i) The line over which service is to be performed.

The Subject Line is approximately 11.5 miles of rail line owned by Horry County, South Carolina and located between RJCS's line at Station 9 + 34.65 (milepost 336.18) in the City of Conway, South Carolina, and the beginning of the concrete bridge deck on the Conway side of the Pine Island Bascule Bridge over the Intracoastal Waterway at Station 609 + 91 (milepost 347.55).

(ii) All interline connections including the names of the connecting railroads.

The Subject Line will connect with the rail line owned by RJCS at milepost ACH 336.18 in Conway, South Carolina.

(iii) The nature and extent of all liability insurance coverage.

RJCS is an existing rail carrier that is affiliated with ten other operating Class III railroads, all of which are indirectly owned and controlled by a holding company, R.J. Corman Railroad Group, LLC through its wholly owned intermediate holding company R.J. Corman Railroad Company, LLC. See R.J. Corman Railroad Group, LLC and R.J. Corman Railroad Company, LLC – Continuance in Control Exemption – R.J. Corman Railroad Company/Carolina Lines, LLC, STB Finance Docket No. 35898. R.J. Corman Railroad Group, LLC maintains railroad liability insurance with a \$25,000,000 per occurrence limit through Lexington Insurance Company, Policy No. 025267270, and excess liability coverage of \$25,000,000 per occurrence through two policies, one which is through Liberty Surplus Insurance, Policy No. XSHV1881735 (\$10,000,000 in excess of the Lexington Insurance Company policy), and the other of which is through Indiana Harbor Insurance Company (XL), Policy No. US00068026LI15R (\$15,000,000 in excess of the Lexington Insurance Company and Liberty Surplus Insurance policies). These policies cover all of the operating railroads under R.J. Corman Railroad Group's indirect control, including for RJCS.

(iv) Any preconditions which shippers must meet to receive service.

There are no preconditions which shippers must meet to receive service.

Name and Address of Any Subsidizers: 49 C.F.R. § 1150.23(b)(5)

None.

**Sufficient Information to Establish Financial Responsibility of Any Subsidizer: 49
C.F.R. § 1150.23(b)(6)**

Not applicable.

Respectfully Submitted,



David R. Irvin

Jeremy J. Sylvester

Moynahan, Irvin & Mooney, PSC

110 North Main Street

Nicholasville, KY 40356

(859) 887-1200

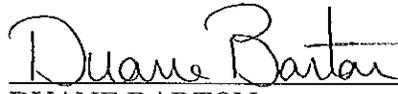
ATTORNEYS FOR R. J. CORMAN
RAILROAD COMPANY/CAROLINA
LINES, LLC

Dated: November 24, 2015

VERIFICATION

I, Duane Barton, declare under penalty of perjury that I am the President of R. J. Corman Railroad Company, LLC, the sole member and Manager of R.J. Corman Railroad Company/Carolina Lines, LLC, and that the foregoing is true and correct to the best of my knowledge, information and belief. Further, I certify that I am qualified and authorized to make this statement.

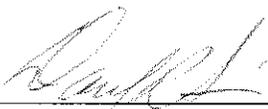
Executed on November 23, 2015.



DUANE BARTON

STATE OF KENTUCKY)
COUNTY OF JESSAMINE)

The foregoing was subscribed and sworn to before me by Duane Barton, acting for and on behalf of R. J. Corman Railroad Company/Carolina Lines, LLC on this the 23rd day of November, 2015.



NOTARY PUBLIC, KY. STATE AT
LARGE

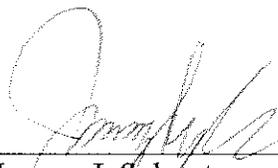
My commission expires: November 19, 2015

Notary Id. No.: 525446

CERTIFICATE OF SERVICE

I hereby certify that I have caused the foregoing document to be served by first class mail, postage prepaid, to the following on this the 24th day of November, 2015:

Association of American Railroads
Attn: Timothy Strafford
Suite 1000
425 Third Street SW
Washington, DC 20024



Jeremy J. Sylvester
Moynahan, Irvin & Mooney, PSC
110 North Main Street
Nicholasville, KY 40356
(859) 887-1200

ATTORNEYS FOR R. J. CORMAN
RAILROAD COMPANY/CAROLINA
LINES, LLC

EXHIBIT 1

LEASE AND LEASE ADDENDUM AND ASSIGNMENT

LEASE ADDENDUM AND ASSIGNMENT AGREEMENT

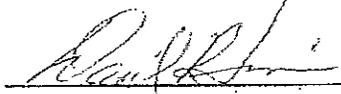
THIS LEASE ADDENDUM AND ASSIGNMENT AGREEMENT, (this "Agreement") made and entered into this 6th day of November, 2015, by and between Horry County, South Carolina, the address of which, for purposes of this Agreement is c/o: Arrigo P. Carotti, Esq., County Attorney; Horry County Government; Horry County Attorney's Office; 1301 2nd Avenue, Conway, South Carolina 29526 (the "County"); R. J. CORMAN RAILROAD COMPANY, LLC, a Kentucky limited liability company, the address of which is 101 R J Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40356 (the "Assignor"); and R.J. CORMAN RAILROAD COMPANY/CAROLINA LINES, LLC, a South Carolina limited liability company, the address of which is 101 R J Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40356 (the "Assignee").

WITNESSETH:

- 1. ASSIGNMENT BY THE ASSIGNOR:** The Assignor, as Tenant, entered into a certain Lease Agreement dated September 16, 2015 with the County (the "Lease" or "Assigned Agreement") related to approximately 11.5 miles of railroad track and associated Right of Way, a copy of which attached hereto as Exhibit A and incorporated by reference herein; and for and in consideration of the undertakings of the Assignee, as set out below, the Assignor does hereby assign, transfer and convey to the Assignee (the Assignor's wholly owned subsidiary), and the Assignee, for and in consideration of the undertakings of the Assignor, as set out below, does hereby accept from the Assignor, all rights, benefits and obligations of the Assignor, as described and set out in the Assigned Agreement.
- 2. UNDERTAKINGS OF THE ASSIGNEE:** The Assignee does hereby accept the assignment and shall be deemed the "Tenant," as that term is defined in and referenced by the Lease, and the Assignee hereby agrees, as Tenant, to abide by all terms set forth in the Lease and to perform all obligations to the County, including the payment of rent, the provision of rail service and the maintenance of the subject railroad track and associated Right-of-Way.
- 3. GUARANTY OF ASSIGNOR:** The Assignor does hereby guarantee, without condition, the performance of all of Assignee's obligations to the County as stated in the Assigned Agreement and shall remain primarily responsible therefor together with the Assignee; provided, however, that any written notice, whether related to Assignee's default thereunder or otherwise, required or permitted to be given by the County to the Tenant under the terms of the Lease, shall be given to both Assignor and Assignee at their common address stated above.
- 4. CONSENT OF COUNTY:** The County hereby consents to the this assignment, which consent is conditioned upon the continued effectiveness of the guaranty set out in Paragraph 3 above, and acknowledges that all rights and benefits granted by the Lease to the Assignor shall inure to the Assignee.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above, in duplicate, each of which shall be deemed an original for all purposes.

WITNESS(ES):


Jennifer Rawlings

ASSIGNOR:

R.J. CORMAN RAILROAD COMPANY,
LLC

BY: R. J. CORMAN RAILROAD
GROUP, LLC, SOLE MEMBER

BY: 
CRAIG KING, PRESIDENT

WITNESS(ES)


Jennifer Rawlings

ASSIGNEE:

R. J. CORMAN RAILROAD
COMPANY/CAROLINA LINES, LLC

BY: 
DUANE BARTON, PRESIDENT

WITNESS(ES)


Chris Eldridge

COUNTY OF HORRY:

BY: 

(Print Name): Chris Eldridge

(Print Title): Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease" or this "Agreement") is made and entered into this 16th day of September, 2015 by and between THE COUNTY OF HORRY, a body politic and corporate and political subdivision of the State of South Carolina (hereinafter called "County") and R. J. CORMAN RAILROAD COMPANY, LLC, a limited liability company organized and existing under the laws of the State of Kentucky and authorized to do business in the County of Horry, State of South Carolina (hereinafter called "Tenant").

WHEREAS, the economic vitality of Horry County, South Carolina is enhanced by the continuation of railroad services within the County; and

WHEREAS, County is the owner of approximately 14.1 miles of railroad line running in Horry County, being the same railroad acquired by deed to Horry County from Seaboard System Railroad, Inc. dated October 22, 1984, including all tracks, rails, ties, ballast, other track materials, switches, signals, crossings, ridges, culverts, crossing warning devices, and all other improvements or fixtures that are affixed thereto; and

WHEREAS, the parties mutually desire to enter into an Agreement whereby County leases a portion of the aforesaid railroad line to Tenant, and Tenant will provide for rail service to current and future customers located on the line, and maintenance of the railroad line, subject to the terms of this Agreement, which Agreement has been approved by County Council Ordinance duly adopted.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and intending to be legally bound, the parties agree as follows:

1. LEASED PREMISES County hereby leases to Tenant and Tenant agrees to lease from County, during the term of this Agreement, approximately 11 ½ miles of the railroad line owned by County, including trackage, appurtenances and right of way between the connection with R. J. Corman Railroad Company, LLC tracks at Station 9+34.65 (milepost 336.18) in the City of Conway, South Carolina and the beginning of the concrete bridge deck on the Conway side of the Pine Island Bascule Bridge over the Intracoastal Waterway ("ICW") at Station 609+91 (milepost 347.55), as shown on the attached Railroad Plat dated February 11, 1999, and filed October 20, 1999 in the records of Horry County in Book 166, Page 37, together with the Track Charts which are attached hereto and hereinafter referred to as Exhibit "A". The track structure, consisting of rails, ties, ballast, tie plates, spikes, etc. is hereafter referred to as the "Track". The land, including supporting structures such as bridges, culverts, signals and communication facilities (including poleline), vehicle road crossings, signs and warning devices and related devices are hereinafter referred to as "Right-of-Way." The Track and Right-of-Way are hereinafter referred to jointly as the "Premises" or "Railroad".

Except as may otherwise be agreed to by the parties of this Agreement, the Premises is leased to Tenant on an exclusive basis, i.e., Tenant shall have the sole right to operate its locomotives, trains and equipment over track for freight service to existing and future customers where facilities are served by sidetracks or other connections on the Premises. Subject to Section 13, herein, County reserves the right to establish, improve, expand, and maintain public crossings, access easements, drainage and infrastructure systems and such other public purpose easements at such locations in the Right-of-Way as County may deem necessary during the term of this Agreement. Any capital projects by County within the Right-of-Way will be designed and engineered to protect the Track and Track bed. When exercising the right to establish, improve, expand, and maintain public crossings, access easements, drainage and infrastructure systems and easements within Right-of-Way, County shall take all reasonable steps necessary to protect the Track and Track bed, and shall reimburse Tenant for the reasonable and necessary cost of repair resulting from physical damage to the Track bed caused by maintenance or capital projects undertaken by County.

Tenant represents that it has inspected the Premises and agrees to accept the Premises in an "AS IS, WHERE IS" condition, with the exception only of the swing bridge over the Waccamaw River which will be delivered with power reestablished between the control house and bridge and in a mechanically functional condition maintenance and repair thereafter to be the sole and exclusive responsibility of Tenant. County **DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES IN CONNECTION WITH THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The Premises are leased to Tenant subject to all existing agreements, encroachments, claims, occupancies, grants, covenants, conditions, restrictions, requirements, easements, rights-of-way, reservations, rights, and encumbrances, whether or not recorded and whether or not this Agreement provides actual notice thereof. Tenant agrees to abide by and/or comply with each and every such covenant, condition, restriction, requirement, easement, right-of-way, reservation, right, agreement and encumbrance.

2. OPERATION AND USE Tenant shall have full right and responsibility to provide common carrier rail service on the Premises, and to use and manage the Premises for all purposes consistent with the duties, rights, obligations and responsibilities of a rail carrier under the jurisdiction of the Surface Transportation Board (the "STB"), the Federal Railroad Administration (the "FRA"), and other governing bodies or laws. Such rights shall include, but shall not be limited to, all rights of a rail carrier under the Revised Interstate Commerce Act, 49 United States Code § 10101, *et seq.* and the ICC Termination Act (Public Law 104-88, 109 Stat. 803). Tenant shall not grant overhead rights, operating rights or trackage rights on the Premises to any party without the advance written consent of the County. Tenant will at all times maintain connectivity and functionality with adjoining rail lines.

Tenant shall use the premises for freight rail transportation purposes only, and shall at all times comply with provisions of the Federal Locomotive Inspection Act and the Federal Safety Appliance Act, as amended, and any other applicable federal, state, county and local laws, ordinances and regulations in such use of Premises. Tenant shall indemnify and hold harmless County from and against any and all liability, claims, costs (including attorneys' fees), damages and expenses arising in any manner out of its failure to comply with such laws, ordinances or regulations.

Paid passenger rail operations will not be permitted until such time as the parties to this Agreement agree to the extent of passenger operations, insurance coverage, etc., which may be covered by a supplement to this Agreement or a separate agreement. Tenant agrees to facilitate, upon request of the County, the addition of rail passenger/commuter train service operations, to include railroad dinner train operations, whether through Tenant's own resources, sub-lease, or some other type arrangement.

3. TERM Subject to cancellation as provided herein, the initial term of this Agreement is fifteen (15) years commencing on the effective date of this Agreement. Tenant shall have the option to renew this Agreement, with the County's consent, which shall not be unreasonably withheld, subject to all of its terms and conditions, for up to two (2) additional terms, the first of ten (10) years in length, and the second of five (5) years in length. Each renewal term shall begin on the anniversary date of the effective date of this Agreement of the renewal year. In order to exercise its right to request renewal, Tenant shall provide written notice to County of its request to renew not less than three (3) months nor more than six (6) months prior to the expiration of the then current lease or renewal term. A renewal option shall not be exercisable by Tenant unless at the time of the exercise of said option, Tenant is not in default of its obligations hereunder and the Lease has not been previously terminated according to the terms and conditions thereof. Failure of the Tenant to deliver timely notification of its request to renew under this section shall be deemed notice of Tenant's intent not to renew.

The County shall have the right to bring prospective lessors on the Premises during the final year of this Agreement for the inspection of the Premises. This Agreement may be terminated upon any of the following: (a) by Tenant at any time upon not less than one (1) year's advance written notice to County and (b) the County upon sixty (60) days written notice to Tenant for a default by Tenant in the performance of Tenant's obligations contained in this Agreement. County shall specify the nature of the default in any such notice given. Should Tenant cure any such default within the notice period, the cancellation notice is automatically voided. If the default cannot be cured within the aforesaid notice period but can be cured within ninety (90) days, Tenant shall not be considered in default so long as Tenant is making a good faith effort to cure the default and, in fact, does cure the default within ninety (90) days of the aforesaid notice by the County. Early termination by either party shall not relieve Tenant of obligations accruing under this Agreement prior to termination.

4. EARLY TERMINATION OF LEASE BY COUNTY The County shall have the absolute right to cancel this Agreement at any time after the fifth (5th) year of this Agreement upon one hundred eighty (180) days' written notice to Tenant. In the event County exercises this right of early termination, Tenant shall be entitled to receive from County one hundred percent (100%) of the reasonable value of Tenant's investment in capital improvements to the Premises made by Tenant prior to notice of County's intent to terminate. Tenant shall not be entitled to credit for capital improvements made by Tenant after notice of County's intent to terminate unless County gives its prior written consent to the improvements.

5. PAYMENT Tenant shall pay County an annual rental of One Thousand and 00/100 (\$1,000.00) Dollars to be due and payable, without demand, and without set-off or deduction, on or before the effective date hereof and on or before each anniversary date hereafter.

Tenant shall pay directly any and all taxes and applicable fees levied against the Premises during the term of this Agreement. Any rental or payment of any other fee or charge set forth in this Agreement not paid within ten (10) days of the date due shall be subject to a monthly fee of one and one-half (1½ %) percent per month or portion thereof on the entire balance due, including any previously accrued late payment / interest charges, and interest at nine (9%) per annum, unless limited by local law, and then at the highest rate so permitted.

6. WARRANTY This Agreement is subject to any impediments in County's title to the Premises and is without warranty of any kind. Provided, however, that should any impediment in County's title preclude and prevent Tenant from operating a railroad on the Premises, Tenant shall have the right to terminate this Agreement upon thirty (30) days' written notice to County.

7. MAINTENANCE AND PERFORMANCE MEASURES Tenant shall maintain the Track and Right-of-Way at its sole cost and expense in such a manner, and at such standard and classification, as to accommodate customers and other users requesting rail service on the Railroad, and provide safe and reliable operation of locomotives, trains and equipment on and over the Premises and the safety of people and property which may be located on or adjacent to the Premises. Tenant shall be obligated to maintain the Track and Right-of-Way in good operating, neat and well kept, condition throughout the Term of this Agreement. "Maintenance" includes, but is not limited to, track inspection, bridge and culvert inspection, grade crossing inspection, maintenance and renewal, to include warning devices, signs, gates, fences, barriers, and roadways, lighting, signals, ballast, lining and surfacing, Track and Right-of-Way vegetation control, crosstie replacement, rail replacement, rail welding, rail end, switchpoint and frog welding, rail joint maintenance, turnout renewal, drainage, ditching and culverts, bridge maintenance, keeping Premises free of debris, discarded and/or stored materials, property management, and other normal railroad maintenance activities.

Tenant shall provide County, in summary fashion, an annual report as to maintenance and capital investment activities undertaken on the Premises on each anniversary date hereof. The report shall set forth the locations where work has been performed, including quantity of materials installed and salvaged, and total costs of work undertaken. Tenant shall also provide County prior notification of all inspections of the Railroad by any governmental authority, and copies of all inspection reports generated as a result thereof. At the termination of this Agreement, Tenant agrees to return Track and Right-of-Way to County in as good or better condition as initially leased. An inventory and condition assessment performed at the inception of this Agreement shall be signed by the Parties and attached hereto as Exhibit "B".

8. ADDITIONS, IMPROVEMENTS, BETTERMENTS AND CHANGES Tenant may make additions, improvements, betterments and changes to the Premises at any time during the term of this Agreement at its own cost and expense, provided such do not interfere and/or impair rail service operations to customers. Tenant shall not be entitled to any reimbursement or compensation for additions, improvements, betterments, and changes except in the event of early termination by County in accordance with Paragraph 4, above. Tenant has the right to make retirements of replacements to the track including the reduction of the number of parallel tracks to one track, subject to the prior written approval of County. Prior written approval of the County is required for any alterations or improvements that substantially change the nature of any portion of the Premises, construction of significant new track, structure or appurtenances on or along the

Track, excavation of soil that would alter or disturb the Premises, or use of heavy machinery. All alterations and improvements made shall become the sole property of the County. The County reserves the right to be the sole beneficiary of the proceeds of any salvaging of any track, track structure or appurtenances on the Premises.

9. LEVEL OF SERVICE Tenant and the County agree that it is the interest of both parties to develop new business along the railroad line, including the facilitation of plant and business expansion, as well as the facilitation of new businesses locating along the line. Tenant shall use its best efforts to promote increased freight rail service and improve operating efficiencies over the Track. At a minimum, Tenant shall maintain freight service on reasonable demand. Tenant will establish reasonable demurrage charges and practices, and cooperate with connecting rail carriers to establish reasonable total freight charges. No less frequently than annually, Tenant will appear before County Council, providing an update on the use and operation of the Railroad, to include a description of the marketing and development efforts undertaken by Tenant in the previous year to advance business expansion and location along the Railroad.

10. OPENING OF BRIDGES Tenant shall maintain the existing schedule for the openings and closings of the Waccamaw River Bridge throughout the term of this Agreement unless federal or state authorities require otherwise. A copy of the current schedule is attached as Exhibit "C".

11. MAINTENANCE OF REMAINDER OF COUNTY LINE This Agreement is contingent upon Tenant entering into a separate agreement with County, concurrently with this Agreement, for the maintenance by Tenant of the remainder of County's 14.1 miles of railroad line, excluding the Pine Island Bascule Bridge over the ICW, at its sole cost and expense, and to keep it in good, neat and well kept, condition, to include vegetation control and cutting, keeping crossings accessible, and keeping the right of way free and clear of any debris or obstruction.

12. CLEARANCES Tenant shall at all times observe all applicable Federal and State laws and all rules and orders of Federal and State commissions now in force or which may hereafter be enacted or promulgated, relating to clearances over and about the Track. Tenant shall not permit any structure or obstructions of any kind to be placed or maintained along the Right-of-Way within 25 feet above the top of rails of the Track or within 25 feet on either side of the center line of any tangent section of the Track or within 25 feet on either side of the center line of any curved section of the Track unless approved in writing by the County, which approval shall not be unreasonable withheld.

13. ENCROACHMENTS County will retain complete ownership and control over all "third party rights" (i.e. by way of lease, easement, license, right-of way, or similar rights) on or about the Premises. The County reserves the right to maintain, repair, replace, augment or relocate (provided that such activities do not unreasonably interfere with Tenant's use of the Premises for the purpose set forth by this Agreement) any facilities, utilities, or appurtenances existing now or in the future within or adjacent to the Premises. This Agreement is subject and subordinate to any right which County or any easement holder, lessee, or licensee of County may have with respect to various facilities such as drainage pipes, conduits, electric, communication and signal transmission lines and poles and guys for such facilities, and any other facilities of

similar nature on, above or below the ground, belonging to any party whomsoever. County has the exclusive right to grant additional leases or to license other facilities on the Right-of-Way provided such facilities do not interfere with the maintenance or operation of the Track by Tenant with respect to this Agreement. All revenue associated with the rates and charges related thereto, after deduction for reasonable administrative fees, shall be used for maintenance and improvement of the Right-of-Way. County will coordinate with Tenant, or affiliated entity, with respect to such utility construction and maintenance work.

14. SAFETY, PRESERVATION OR RESTORATION Nothing in this Agreement shall be construed to waive any requirement of any law or regulation which may govern Tenant or its operations, or preclude Tenant from maintaining the Premises or any portion thereof to higher standards as set forth herein, in a safe manner, adhering to all federal and state laws and regulations regarding railroad safety and applying industry best practices. Tenant shall provide immediate notice to County of all FRA reportable accidents or incidents (as defined in 49 CFR 225.19) and of any hazardous material incidents (as defined in 49 CFR 171.15). At the request of County, Tenant shall promptly provide copies of all reports filed with any federal agency as the result of such incidents. Also at the request of the County, Tenant will provide a description of actions taken to rectify the causes of the events and ongoing action plans to prevent such incidents in the future.

15. LIENS Tenant shall not permit the creation of any mechanics or other lien against the Premises or any part thereof. In the event any mechanics or other lien is filed against the Premises as a result of actions by Tenant, Tenant upon the request of the County shall furnish a bond to the County for the disputed amount. The County, without assuming any duty to defend Tenant from the claim, and without any obligation to inquire or determine the validity of the lien or underlying claim, may pay said lien from such bond and upon thirty (30) days' notice to Tenant, may terminate this Agreement. If Tenant resolves or formally challenges the correctness or legality of such mechanics or other lien within that time, the termination notice is automatically withdrawn or suspended, as appropriate.

16. HAZARDOUS SUBSTANCES OR WASTE Tenant shall not create or permit to be created or to exist upon the Premise any nuisance, use or storage of hazardous substances or waste, public or private, during the continuance of this Agreement in violation of health or environmental laws or regulations. Tenant shall not allow any underground storage tanks nor any hazardous or toxic materials, substances, pollutants, contaminants or wastes to be discharged, released, deposited, placed upon, or disposed of at, on or near the Premises in violation of such laws or regulations. Tenant shall comply with all applicable environmental federal, state or local laws, rules and regulations, provide County immediate notice of any release of any hazardous materials on or from the Premises, or inspection or inquiry by any governmental authority charged with enforcing health or environmental laws or regulations, provide County immediate notice of all measures undertaken to investigate, remediate, respond to or otherwise cure such release or violation, and provide County copies of all reports and data regarding any investigations and/or remediation of the Premises. Tenant shall promptly report to County in writing any conditions or activities upon the Premises which create a risk of harm to persons, property or the environment. Prior to the termination of this Agreement, County may, at County's option, require Tenant to conduct an environmental audit of the Premises through an environmental consulting engineer acceptable to the County, at Tenant's sole cost and expense, to determine if any noncompliance or

environmental damage to the Premises has occurred during tenancy occupancy thereof. Tenant shall pay all expenses for any remedial action that may be required as a result of said audit to correct noncompliance or environmental damage, and all necessary work shall be performed by Tenant prior to the termination of this Agreement.

17. INSURANCE Tenant shall maintain at its own cost and expense general liability coverage, written by a reputable insurance company authorized to do business in the State of South Carolina, in amounts not less than Ten Million (\$10,000,000) Dollars per occurrence, and include coverage for, but not limited to, bodily injury, property damage, and completed operations. Prior to commencing operations governed by this Agreement, Tenant shall provide to the County an acceptable certificate(s) of insurance designating the County as an additional named insured and insuring against loss or damage to property including cargo and rolling stock, and against injury or death to persons arising or incurred in connection with the operation, use or maintenance of the Premises. Said policy or policies of insurance shall contain a contractual liability endorsement expressly covering the indemnifications provisions of this Agreement. All certificates of insurance shall state that the certificate may not be canceled, modified, or reduced in limits without the County's prior written approval. Tenant shall maintain Workers' Compensation coverage as required by state and federal laws, rules, and regulations. It is the responsibility of Tenant to insure that all subcontractors comply with all insurance requirements.

18. RIGHT OF ENTRY County shall have the right to conduct periodic inspections of the Premises anytime upon seven (7) days advance notice to Tenant, and otherwise to enter upon the Premises without notice for any lawful purpose pursuant to its police powers. Tenant agrees to cooperate with County in the inspections by providing documentation and records, including FRA Inspection Reports, necessary to confirm compliance with the terms and conditions of this Agreement. Such documentation and records shall be maintained by Tenant as required by applicable law. Additionally, Tenant will provide County any reasonable assistance necessary for County to traverse over the Track in order to make inspection of the Premises.

Tenant shall provide to the County, at minimum, at two (2) year intervals on the anniversary date of this Agreement, shipper satisfaction survey results from an organization qualified to conduct such customer surveys. Tenant and County will work together in the selection of such organization. The cost of such survey will be borne equally by Tenant and County. Shipper satisfaction results will be reviewed by the County, and any areas of dissatisfaction shall be addressed by Tenant to the satisfaction of the County.

19. AUDITING Tenant shall allow one or more representatives of County to access and audit such corporate and financial records of Tenant and any subsidiary or affiliate corporation or entity necessary to verify performance of all Tenant obligations under this Agreement. Such access shall be at reasonable time and place to be determined by County and shall be granted provided the County has given five (5) business days' notice of its desire to review such records.

Annually, on each anniversary date hereof, Tenant shall provide to the County, confidential carloading information in connection with operations over the Track by customer, commodity, origin and destination, and interchange point(s) for the prior year, and further, provide to the County gross ton miles/mile information broken down by various segments as reasonably requested by the County. The County shall maintain the confidentiality of this information in

accordance with law, to include the South Carolina Freedom of Information Act and 49 USC §11904.

20. FORCE MAJEURE Tenant will not be required to provide maintenance and rail operations as provided herein during an event or occurrence such as an act of God, vandalism, strike, or order of court or governmental authority which (a) is not attributable, directly or indirectly, to any act or failure to act by Tenant and (b) cannot be cured by Tenant without unreasonable delay or expense. Tenant will use its best efforts to restore Premises to service after such an event or occurrence. Tenant shall bear financial responsibility for all such costs and expenses. In the event that the Premises are damaged and rendered unusable by a natural disaster or catastrophic event causing the necessity of repairs in excess of Two Hundred Fifty Thousand Dollars (\$250,000) and Tenant determines that the operation of the Premises is not economically feasible, Tenant may, within thirty (30) days after the occurrence of such damage or destruction, terminate this Agreement by written notice to the County. Time is of the essence. If Tenant does not elect to terminate within the thirty (30) day period, Tenant shall bear financial responsibility for all costs and expenses necessary to repair and restore Premises. County will cooperate with Tenant in any efforts by Tenant to obtain any available grants or other financial assistance available.

21. REGULATORY APPROVAL Should this Agreement require prior approval or authorization of the Surface Transportation Board (STB) or any other regulatory agency for its implementation or termination, Tenant at its own cost and expense, shall properly initiate and diligently pursue an appropriate application or petition to obtain that regulatory approval or authorization. The County will assist and support any Tenant efforts to secure any necessary regulatory approvals.

22. EVENTS OF DEFAULT Any of the following events or occurrences shall constitute default by Tenant:

- (a) Commission by Tenant of an act of Bankruptcy or Tenant becoming subject to any proceeding under the Bankruptcy Code if not dismissed within ninety (90) days, or becoming insolvent.
- (b) Any part of the County's property becoming subject to any levy, seizure, assignment, or application for sale by, or for, any creditor or governmental agency if not dissolved within thirty (30) days.
- (c) The failure to comply in a material way with or perform any conditions or covenant of this Agreement.

No delay or omission to exercise any right or option accruing to the County shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed necessary by the County.

23. ASSIGNMENT AND SUBLETTING Tenant shall not assign or sublet this Agreement or any part of the Premises without the prior written consent of the County. The transfer of a majority of the issues and outstanding capital stock of the Tenant or a majority of the

total interest in the Tenant company, however accomplished, shall be deemed to be an assignment of this Agreement which cannot be accomplished without the consent of the County.

24. GENERAL INDEMNIFICATION AND HOLD HARMLESS Tenant agrees to indemnify, hold harmless, protect and defend County and County's Council members, its agents, representatives, and employees from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, expert witness fees and court costs, that are alleged to have occurred in whole or in part as a result of or due to the acts or omissions of Tenant, its agents, consultants, contractors, employees or representatives, regardless of whether or not such claim, loss, liability, damage, cost, or expense is caused in part by any party indemnified hereunder. All personal property and personnel of Tenant on the Premises will be at Tenant's sole risk, and County will not be liable for any damage or injury thereof.

25. ENVIRONMENTAL INDEMNIFICATION AND HOLD HARMLESS Tenant shall indemnify, hold harmless, protect and defend County and County's Council members, its agents, representatives, and employees from and against any and all claims, demands, causes of action, liens, suits, judgments, losses, liabilities, damages, penalties, fines, costs and expenses, including reasonable attorney's fees, expert witness fees and court costs, that are alleged to have occurred as a result of or due to the Tenant's acts or omissions that cause or allow hazardous or toxic materials to be released, discharged or deposited in, on or under, or migrating to, the Premises, or growing out of the use, storage, or disposal of hazardous or toxic materials, during the term of this Agreement. Tenant agrees to use reasonable efforts to inspect the premises on a regular basis and, should any type of hazardous or toxic materials be discovered, to notify the County promptly hereof. Tenant shall indemnify, hold harmless, protect and defend County and County's Council members, its agents, representatives, and employees from and against any and all claims, losses, liabilities, damages, costs and expense, including reasonable attorney's fees, expert witness fees and court costs, that are alleged to have occurred in whole or in part as a result of any nuisance created by the Tenant on the Premises or by Tenant's violation of any applicable law, ordinance, or governmental regulation, including without limitation, laws, ordinances and governmental regulations controlling air, noise, solid waste, and other pollution. Tenant shall install and bear the expense of any and all pollution control structures, devices or equipment required under any applicable laws or regulations.

26. CONSTRUCTION Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

27. PARAGRAPH HEADINGS The paragraph headings as to the contents of particular paragraphs herein are inserted only for convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

28. NOTICES It is agreed that the legal address of the parties for all notices required or permitted to be given hereunder, or for all purposes of billing, process, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient, if given by a communication in

writing by United States mail, postage pre-paid and certified, and addressed as shown until changed:

To the County at the following address:
Horry County Administrator
P.O. Box 1236
Conway, SC 29528

To the Tenant at the following address:
R. J. Corman Railroad Company, LLC
P.O. Box 788
Nicholasville, KY 40356

29. SEVERABILITY In the event that any term, covenant or provision of this Agreement should be deemed or become illegal, invalid or unenforceable, that term, covenant or provision shall be severed and removed herefrom, and this Agreement shall be construed as if such term, covenant or provision had never been contained herein.

30. ENTIRE AGREEMENT MODIFICATION This Agreement constitutes the entire agreement of the parties hereto as to the subject hereof. This Agreement may be modified only by a written agreement signed by the parties hereto.

31. ARBITRATION This Agreement is not subject to arbitration.

32. DISPUTE RESOLUTION AND GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. If a conflict arises between the parties that cannot be resolved without litigation, it will be litigated in the South Carolina Circuit Court in Horry County, South Carolina.

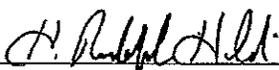
33. EFFECTIVE DATE This Agreement shall become effective once signed, however, it is subject to Tenant obtaining any required STB approvals within ninety (90) days.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement the day and year first written.

WITNESSES:

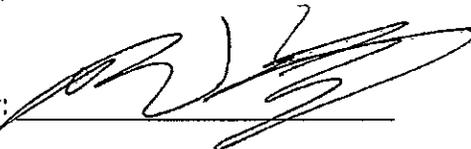


Witness #1



Witness #2

THE COUNTY OF HORRY

By: 

Its: ADMINISTRATOR

COMMONWEALTH OF KENTUCKY)

PROBATE

COUNTY OF JESSAMINE)

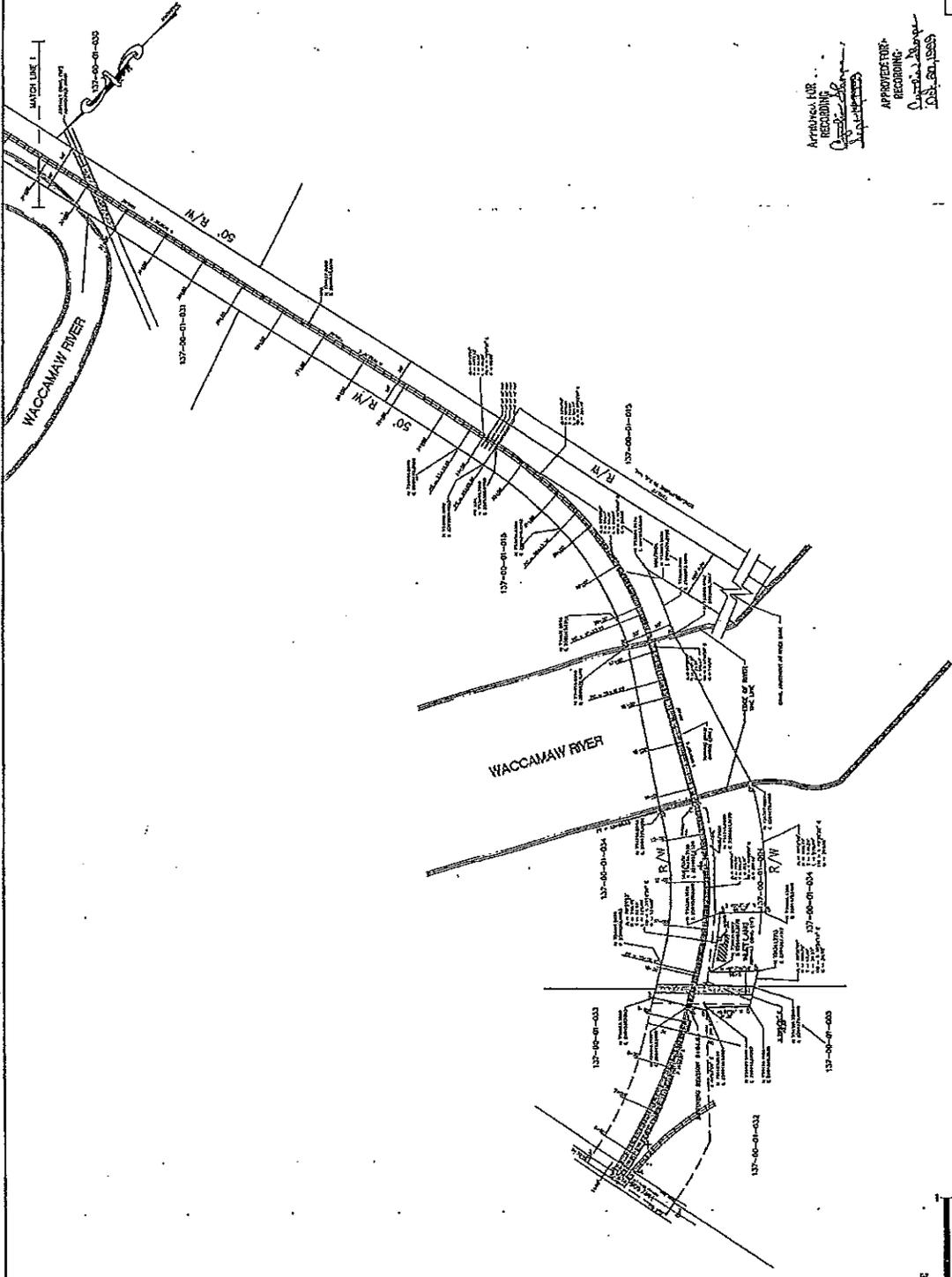
PERSONALLY appeared before me the undersigned witness and made oath that s(he) saw the within named R. J. Corman Railroad Company, LLC, by Craig King, the President and Chief Executive Officer of R. J. Corman Railroad Group, LLC, its Sole Member, sign, seal and as its act and deed deliver the within written instrument and that s(he) with the other witness above subscribed, witnessed the execution thereof.

Angela A. Osborne
Witness #1

Sworn to before me this
15th day of July, 2015

[Signature]
Notary Public: KY STATE AT LARGE
My Commission expires JAN 19, 2019
Notary ID No: 525446

21A



APPROVED FOR RECORDING
 [Signature]
 APPROVED FOR RECORDING
 [Signature]

FILE NO. 118-2

NO. 10, 11174
 CHECKED BY: [Signature]
 DATE: 11/17/1991

SCALE AS SHOWN
 SHOW THE ELEMENTS
 OF THE SURVEY

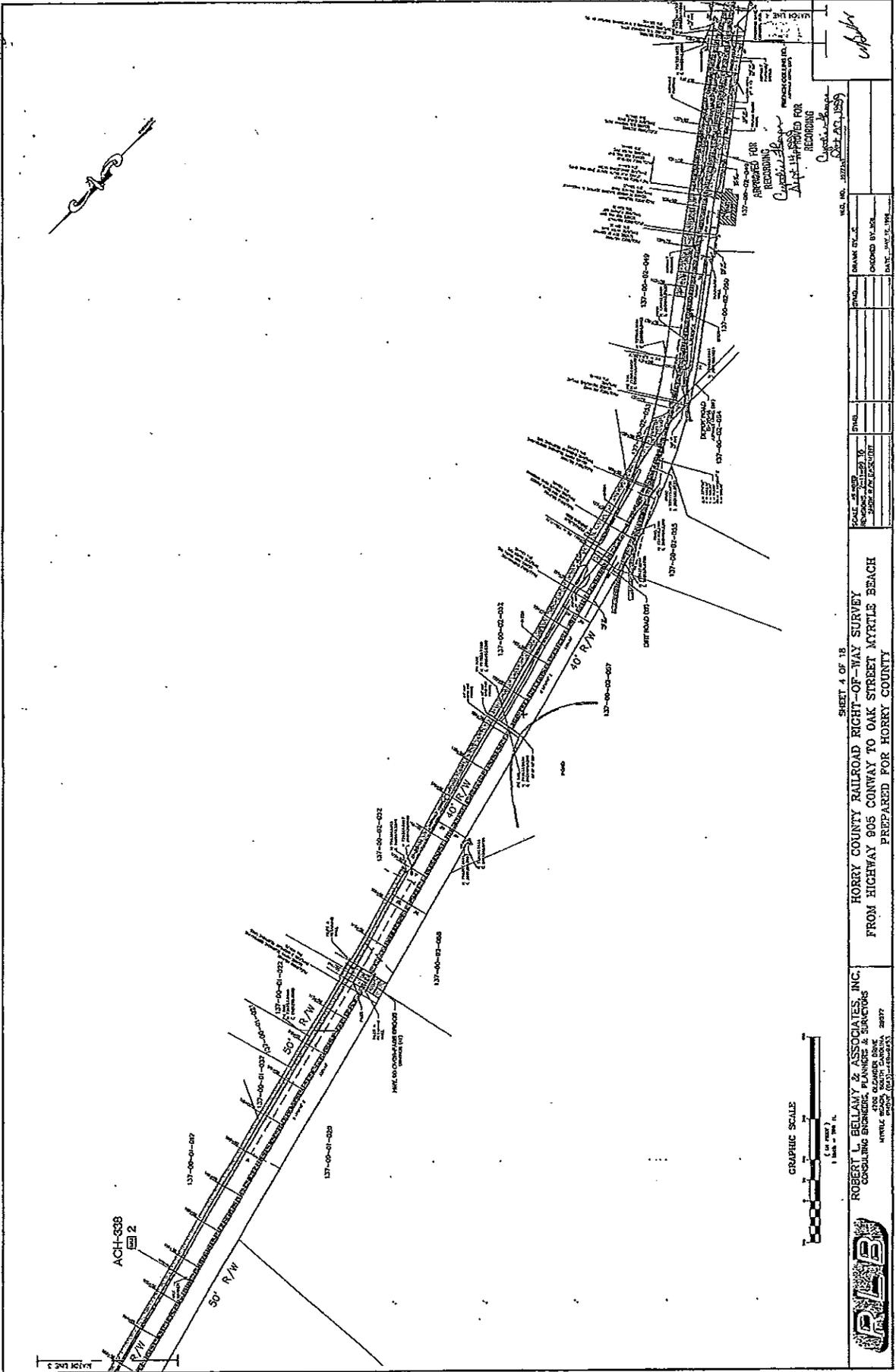
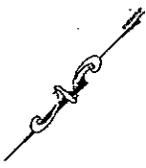
SHEET 1 OF 18
 HORRY COUNTY RAILROAD RIGHT-OF-WAY SURVEY
 FROM HIGHWAY 905 CONWAY TO OAK STREET MYRTLE BEACH
 PREPARED FOR HORRY COUNTY

ROBERT L. BELLAMY & ASSOCIATES, INC.
 CONSULTING ENGINEERS SURVEYORS
 4208 OAKLAND DRIVE
 MYRTLE BEACH, SOUTH CAROLINA 29577
 PHONE: (803) 681-1511



400 HUNTERSWOODS

317



SHEET 4 OF 18
 HORRY COUNTY RAILROAD RIGHT-OF-WAY SURVEY
 FROM HIGHWAY 905 CONWAY TO OAK STREET MYRTLE BEACH
 PREPARED FOR HORRY COUNTY

ROBERT L. BELLAMY & ASSOCIATES, INC.
 CONSULTING ENGINEERS, PLANNERS & SURVEYORS
 4105 CLEARVIEW DRIVE
 MYRTLE BEACH, SOUTH CAROLINA 29577



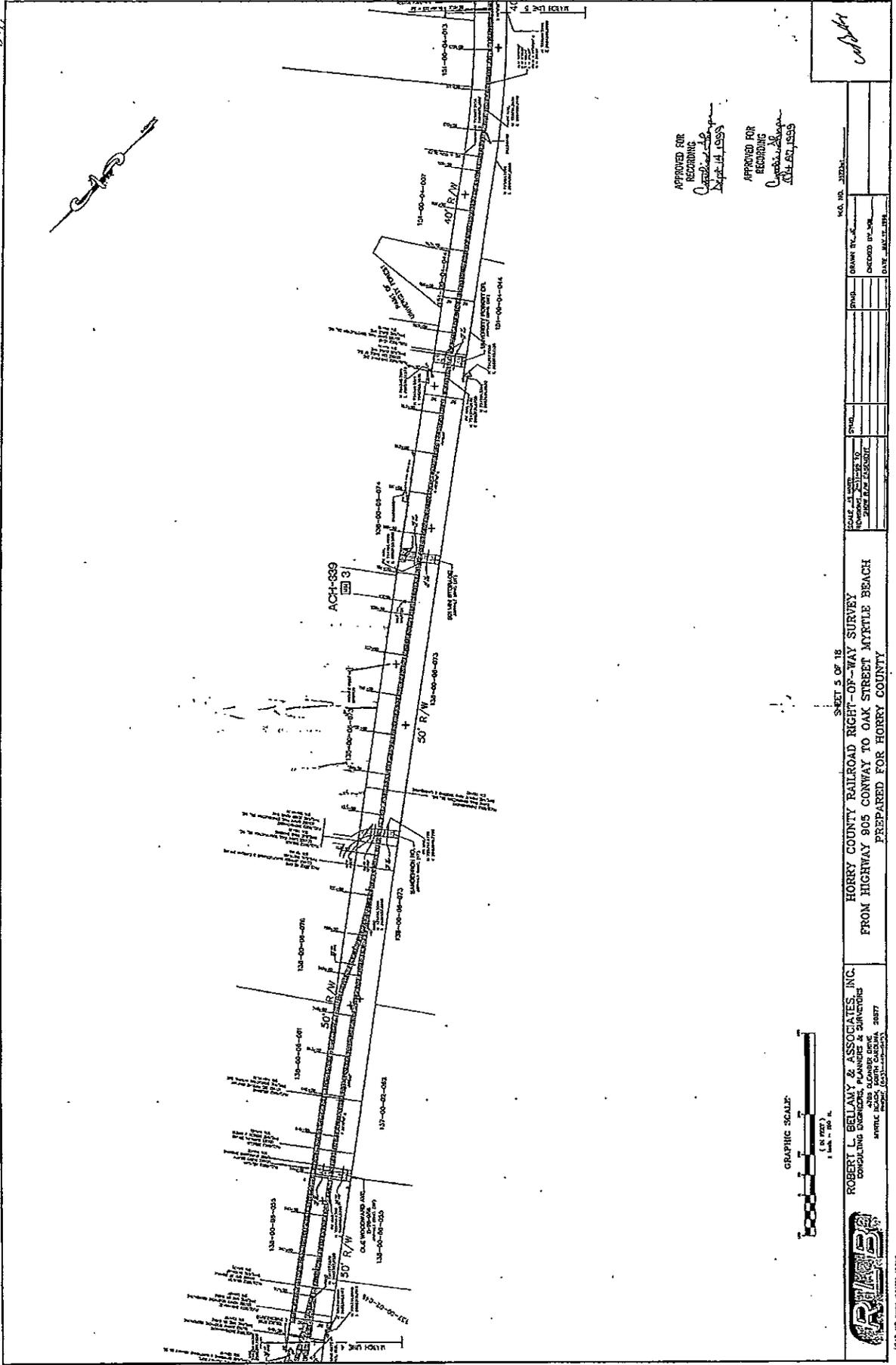
ACAD. NO. 2024020206209

Checked by: [Signature]
 Date: [Date]
 PREPARED FOR: Horry County
 DATE: [Date]

SCALE: AS SHOWN
 REVISIONS: [Table with 2 columns: Description, Date]
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 CHECKED BY: [Name]
 DATE: [Date]

FILE NO. 118-2

27E



APPROVED FOR RECORDING
 [Signature]
 DATE 11/1/88

APPROVED FOR RECORDING
 [Signature]
 DATE 11/1/88

FILE NO. 100-2

NO. 100-2024

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DATE: 11/1/88

SCALE: AS SHOWN ON THIS PLAN

DATE: 11/1/88

SHEET 5 OF 18

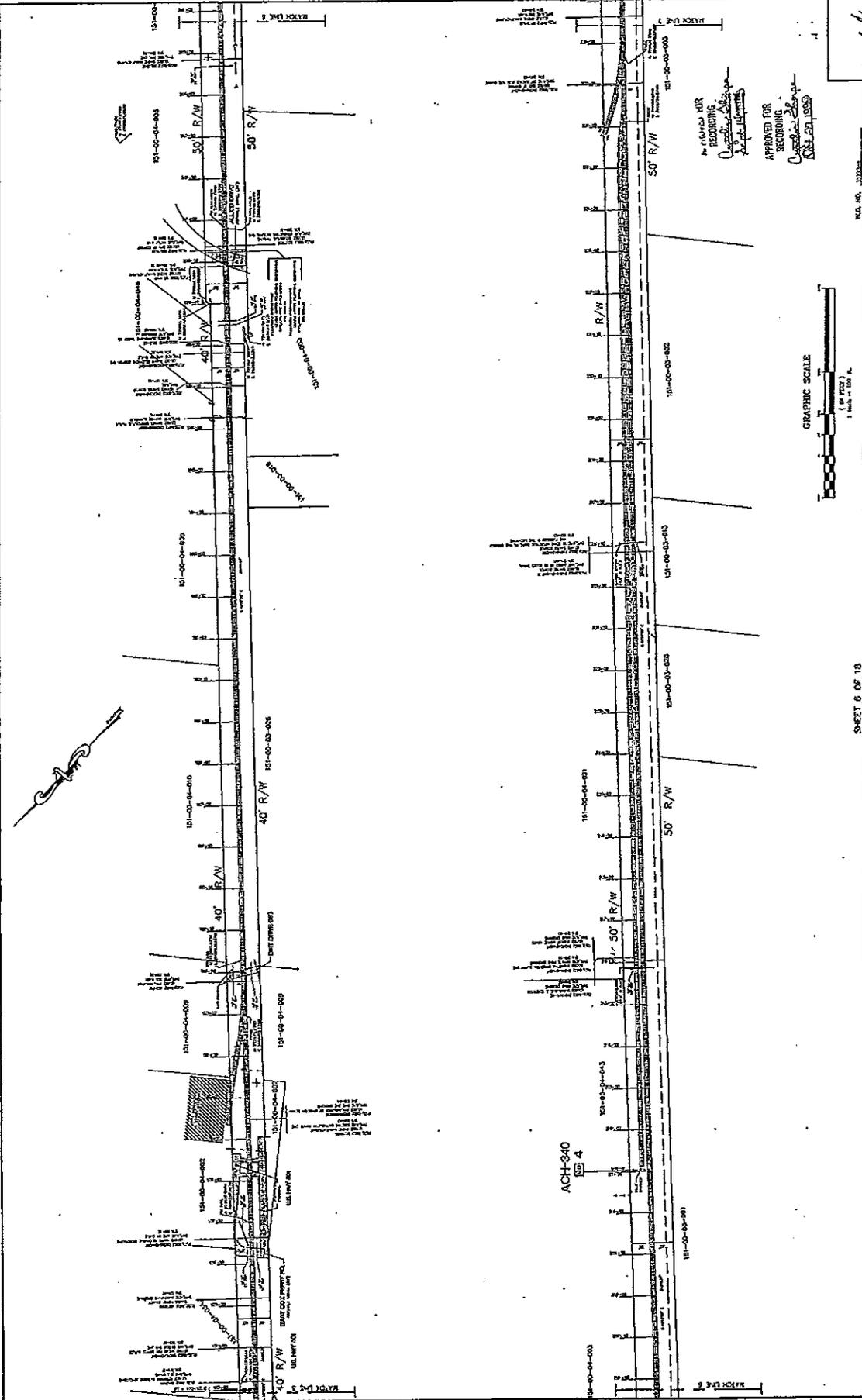
HORRY COUNTY RAILROAD RIGHT-OF-WAY SURVEY
 FROM HIGHWAY 905 CONWAY TO OAK STREET MYRTLE BEACH
 PREPARED FOR HORRY COUNTY

ROBERT L. BELLAMY & ASSOCIATES, INC.
 CONSULTING ENGINEERS, PLANNERS & SURVEYORS
 MYRTLE BEACH, SOUTH CAROLINA 29577
 PHONE: (803) 681-1100



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31 F



FILE NO. 100-200

SHEET 6 OF 13

HORRY COUNTY RAILROAD RIGHT-OF-WAY SURVEY
FROM HIGHWAY 905 CONWAY TO OAK STREET MYRTLE BEACH
PREPARED FOR HORRY COUNTY

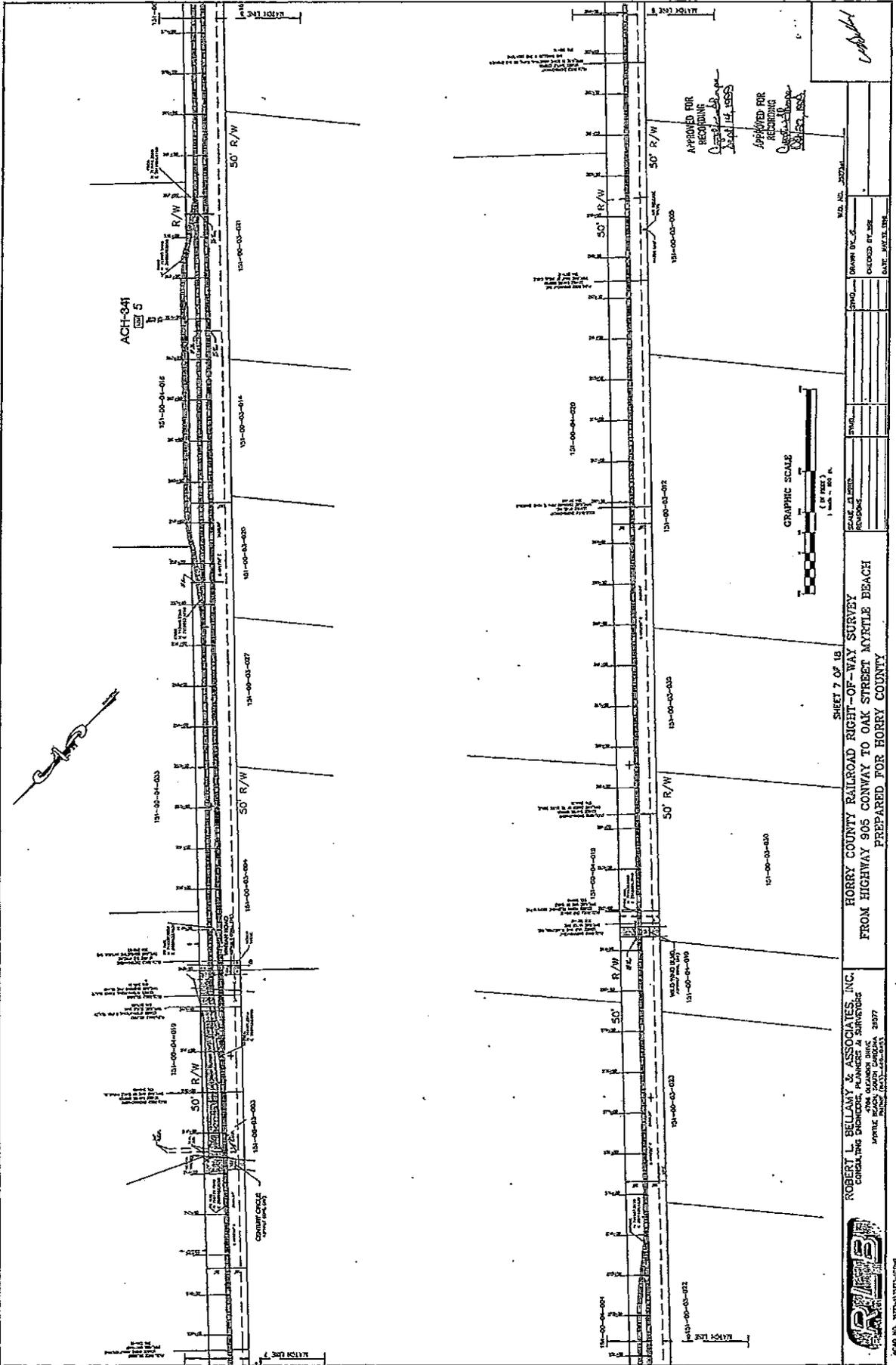
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ROBERT L. BELLAMY & ASSOCIATES, INC.
 CONSULTING ENGINEERS, PLANNERS & SURVEYORS
 MYRTLE BEACH, SOUTH CAROLINA 29577
 PHONE (803) 681-1133



AC+340
BOX 4

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 DATE: 11/14/2003

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 DATE: 11/14/2003

SCALE: AS SHOWN
 GRAPHIC SCALE
 1" = 100'

SHEET 7 OF 18
HORRY COUNTY RAILROAD RIGHT-OF-WAY SURVEY
FROM HIGHWAY 905 CONWAY TO OAK STREET MYRTLE BEACH
 PREPARED FOR HORRY COUNTY

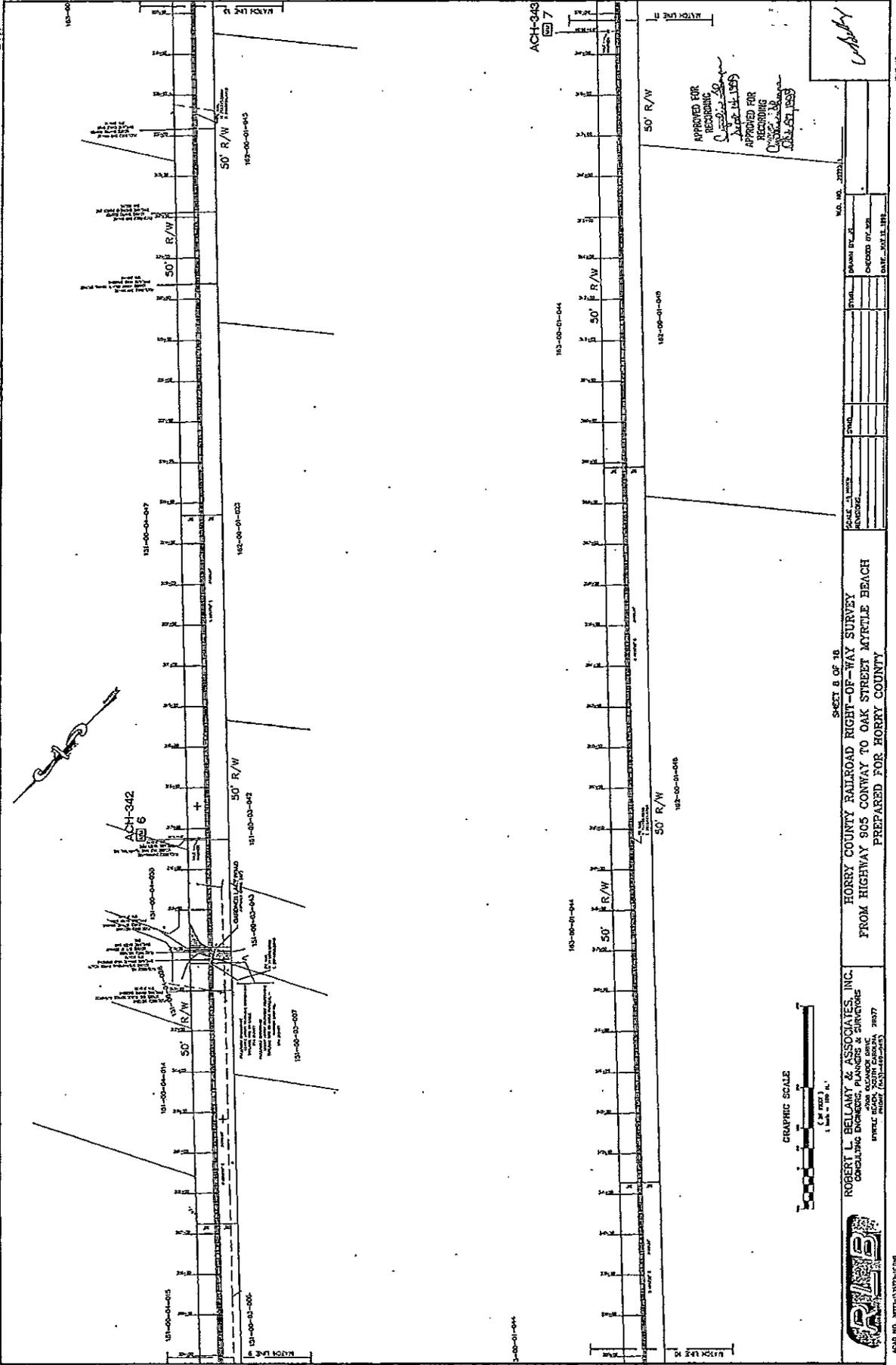
ROBERT L. BELLAMY & ASSOCIATES, INC.
 CONSULTING ENGINEER, PLANNER & SURVEYOR
 MYRTLE BEACH, SOUTH CAROLINA 29577
 PHONE: (843) 685-1000

CRAB
 2000 NO. 1072-1072-1072

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 DATE: 11/14/2003

FILE NO. 110-2

217



APPROVED FOR RECORDING
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 JUNE 21, 1959

NO. 10, 27731
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SCALE
 GRAPHIC SCALE

SECTION 8 OF 16
 HORRY COUNTY RAILROAD RIGHT-OF-WAY SURVEY
 FROM HIGHWAY 905 CONWAY TO OAK STREET MYRTLE BEACH
 PREPARED FOR HORRY COUNTY

ROBERT L. BELLAMY & ASSOCIATES, INC.
 CONSULTING ENGINEERS, PLANNERS & SURVEYORS
 1001 EAST 10TH AVENUE, SUITE 200
 MYRTLE BEACH, SOUTH CAROLINA 29577
 PHONE (803) 682-1234

GRAPHIC SCALE
 1" = 100' H.L.

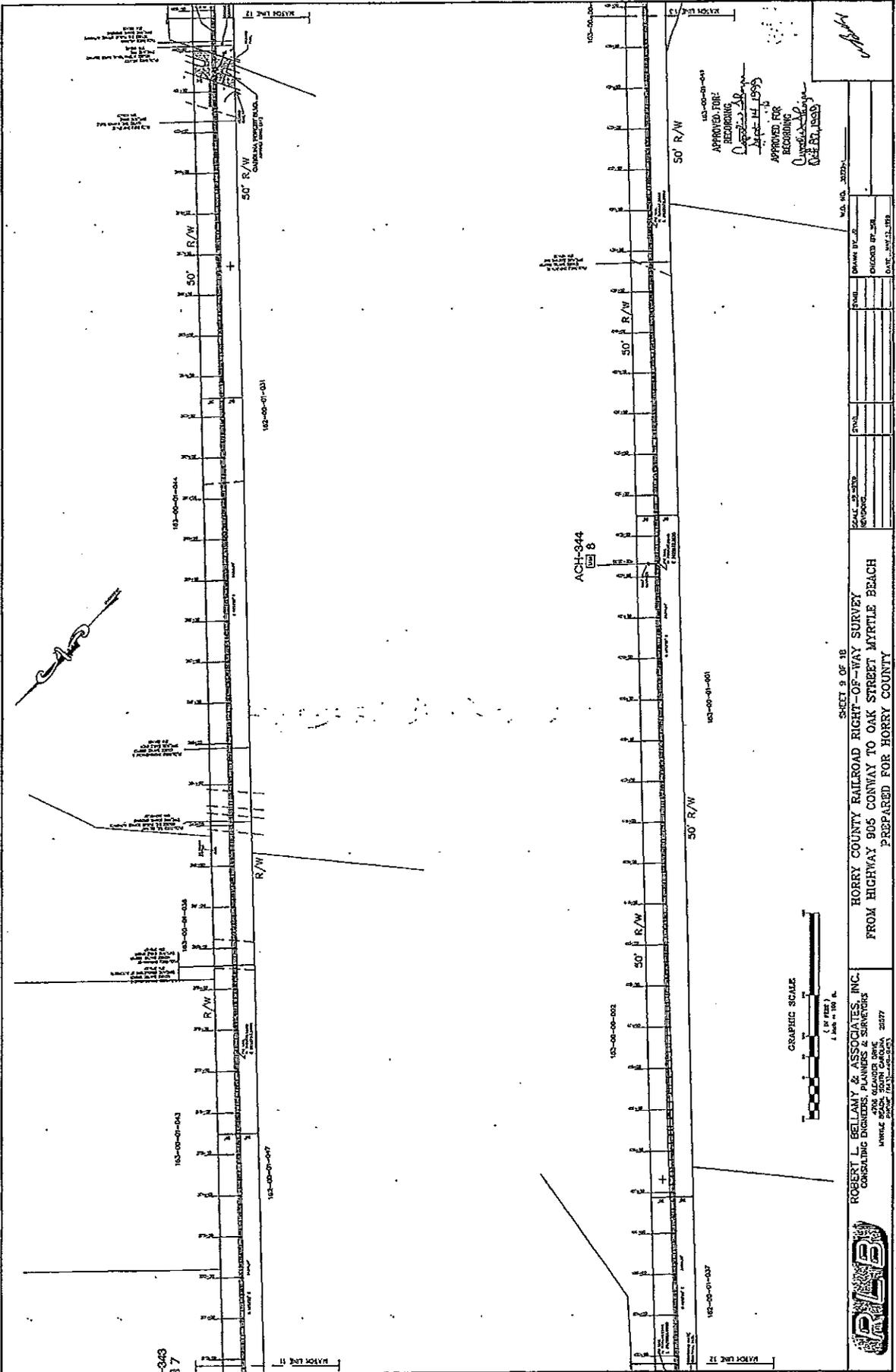
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ACH-342
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ACH-343
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50' R/W

37



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 DATE: 01/14/1993

NO. 100-00-001
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 CHECKED BY: [Name]
 DATE: 01/14/1993

SCALE: AS SHOWN
 1" = 100'

PROJECT: Horry County Railroad Right-of-Way Survey
 FROM Highway 905 Convey to Oak Street Myrtle Beach
 PREPARED FOR Horry County

ROBERT L. BELLAMY & ASSOCIATES, INC.
 CONSULTING ENGINEERS, PLANNERS & SURVEYORS
 4700 GLENNER DRIVE
 MYRTLE BEACH, SOUTH CAROLINA 29577

GRAPHIC SCALE
 (1" = 100')
 1" = 100'

SHEET 8 OF 18
 Horry County Railroad Right-of-Way Survey
 FROM Highway 905 Convey to Oak Street Myrtle Beach
 PREPARED FOR Horry County

ACH-844
 [Signature]

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NO. 100-00-128
 50' R/W

NO. 100-00-129
 50' R/W

NO. 100-00-130
 50' R/W

NO. 100-00-131
 50' R/W

NO. 100-00-132
 50' R/W

NO. 100-00-133
 50' R/W

NO. 100-00-134
 50' R/W

NO. 100-00-135
 50' R/W

NO. 100-00-136
 50' R/W

NO. 100-00-137
 50' R/W

NO. 100-00-138
 50' R/W

NO. 100-00-139
 50' R/W

NO. 100-00-140
 50' R/W

NO. 100-00-141
 50' R/W

NO. 100-00-142
 50' R/W

NO. 100-00-143
 50' R/W

NO. 100-00-144
 50' R/W

NO. 100-00-145
 50' R/W

NO. 100-00-146
 50' R/W

NO. 100-00-147
 50' R/W

NO. 100-00-148
 50' R/W

NO. 100-00-149
 50' R/W

NO. 100-00-150
 50' R/W

NO. 100-00-151
 50' R/W

NO. 100-00-152
 50' R/W

NO. 100-00-153
 50' R/W

NO. 100-00-154
 50' R/W

NO. 100-00-155
 50' R/W

NO. 100-00-156
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NO. 100-00-169
 50' R/W

NO. 100-00-170
 50' R/W

NO. 100-00-171
 50' R/W

NO. 100-00-172
 50' R/W

NO. 100-00-173
 50' R/W

NO. 100-00-174
 50' R/W

NO. 100-00-175
 50' R/W

NO. 100-00-176
 50' R/W

NO. 100-00-177
 50' R/W

NO. 100-00-178
 50' R/W

NO. 100-00-179
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 50' R/W

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 50' R/W

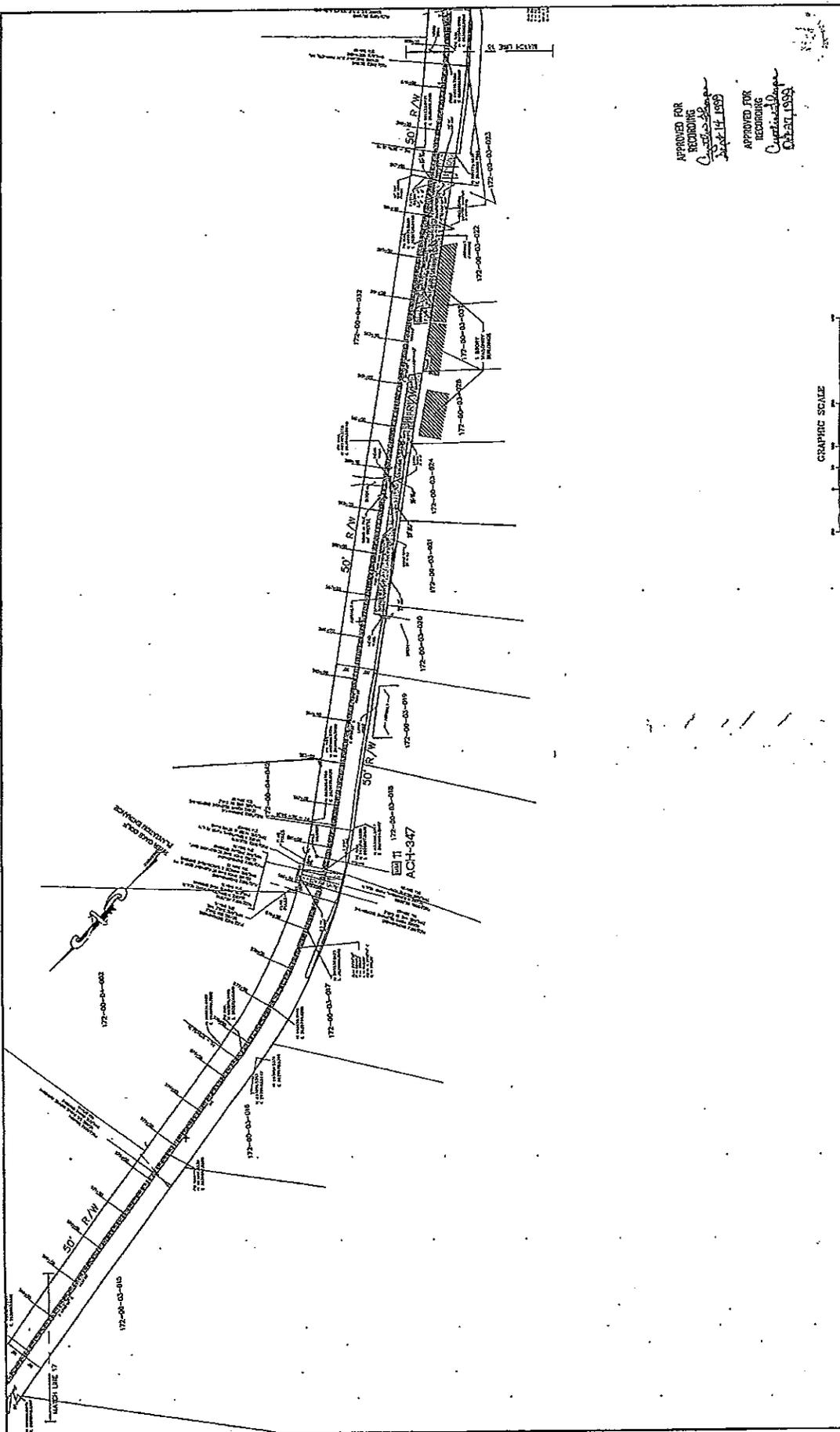
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NO. 100-00-184
 50' R/W

NO. 100-00-185
 50' R/W

NO. 100-00-186
 50' R/W

91 M



APPROVED FOR RECORDING
 C. S. BELLAMY & ASSOCIATES, INC.
 AUG 14 1989

APPROVED FOR RECORDING
 C. S. BELLAMY & ASSOCIATES, INC.
 AUG 14 1989



NO. INC. 20272	DRAIN E.C.S.
DATE: 08-15-1989	CHECKED BY: [Signature]
DATE: 08-15-1989	DATE: 08-15-1989

SHEET 15 OF 18
 HOBBS COUNTY RAILROAD RIGHT-OF-WAY SURVEY
 FROM HIGHWAY 905 CONWAY TO OAK STREET MYRTLE BEACH
 PREPARED FOR HOBBS COUNTY

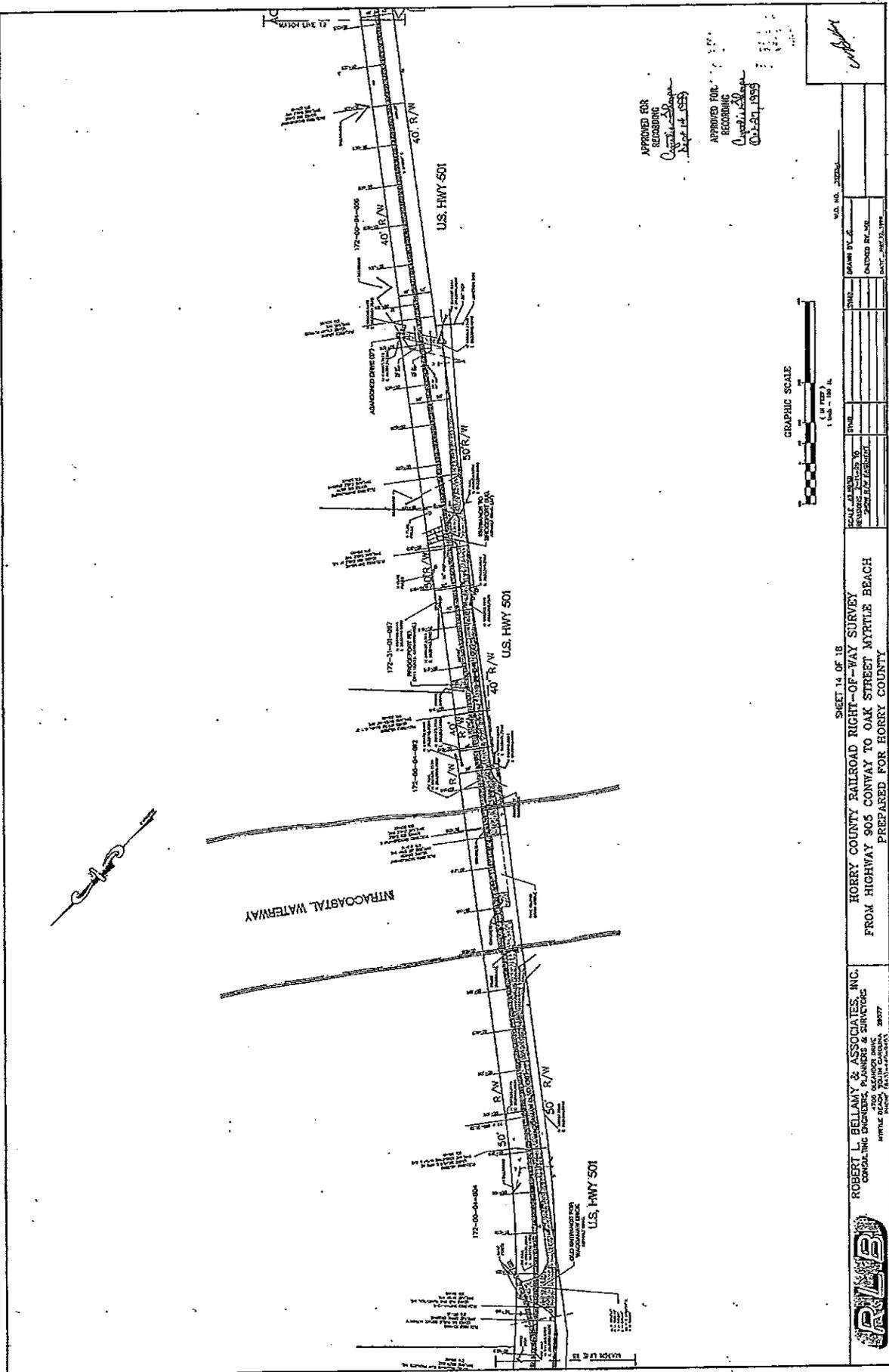
ROBERT L. BELLAMY & ASSOCIATES, INC.
 CONSULTING ENGINEERS, PLANNERS & SURVEYORS
 1000 W. 10TH STREET, SUITE 100
 MYRTLE BEACH, SOUTH CAROLINA 29577
 PHONE: (843) 681-0073



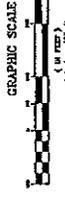
ACAD NO. 20272-15-15-89

FILE NO. 100-0

31 X



U.S. HWY 501



SHEET 14 OF 18

HOBBS COUNTY RAILROAD RIGHT-OF-WAY SURVEY
 FROM HIGHWAY 905 CONWAY TO OAK STREET MYRTLE BEACH
 PREPARED FOR HOBBS COUNTY

ROBERT L. BELLAMY & ASSOCIATES, INC.
 CONSULTING ENGINEERS, PLANNERS & SURVEYORS
 MYRTLE BEACH, SOUTH CAROLINA 29577



APPROVED FOR RECORDING
 [Signature]
 DATE: 11-14-1959

APPROVED FOR RECORDING
 [Signature]
 DATE: 11-14-1959

U.S. NO. 23254

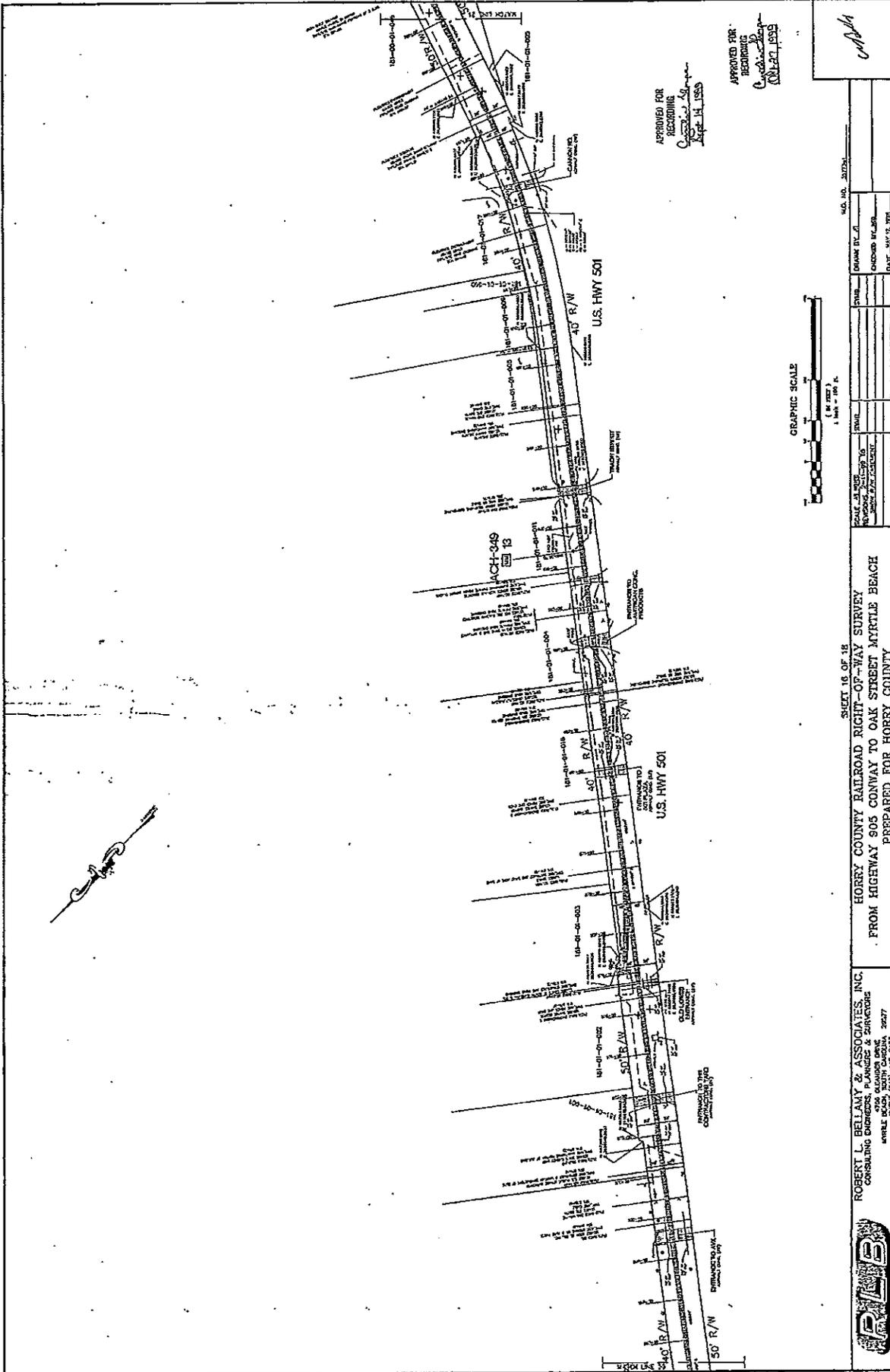
SCALE PL. 2

DATE: 11-14-1959

FILE NO. 15234

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212



APPROVED FOR RECORDING
 C. J. [Signature]
 10/14/2003



SCALE: AS SHOWN	DATE: 10/14/03	NO. NO. 21224
REVISION: 10/14/03	DATE: 10/14/03	
DATE: 10/14/03		

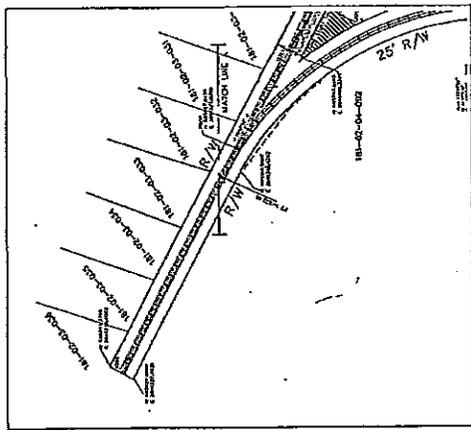
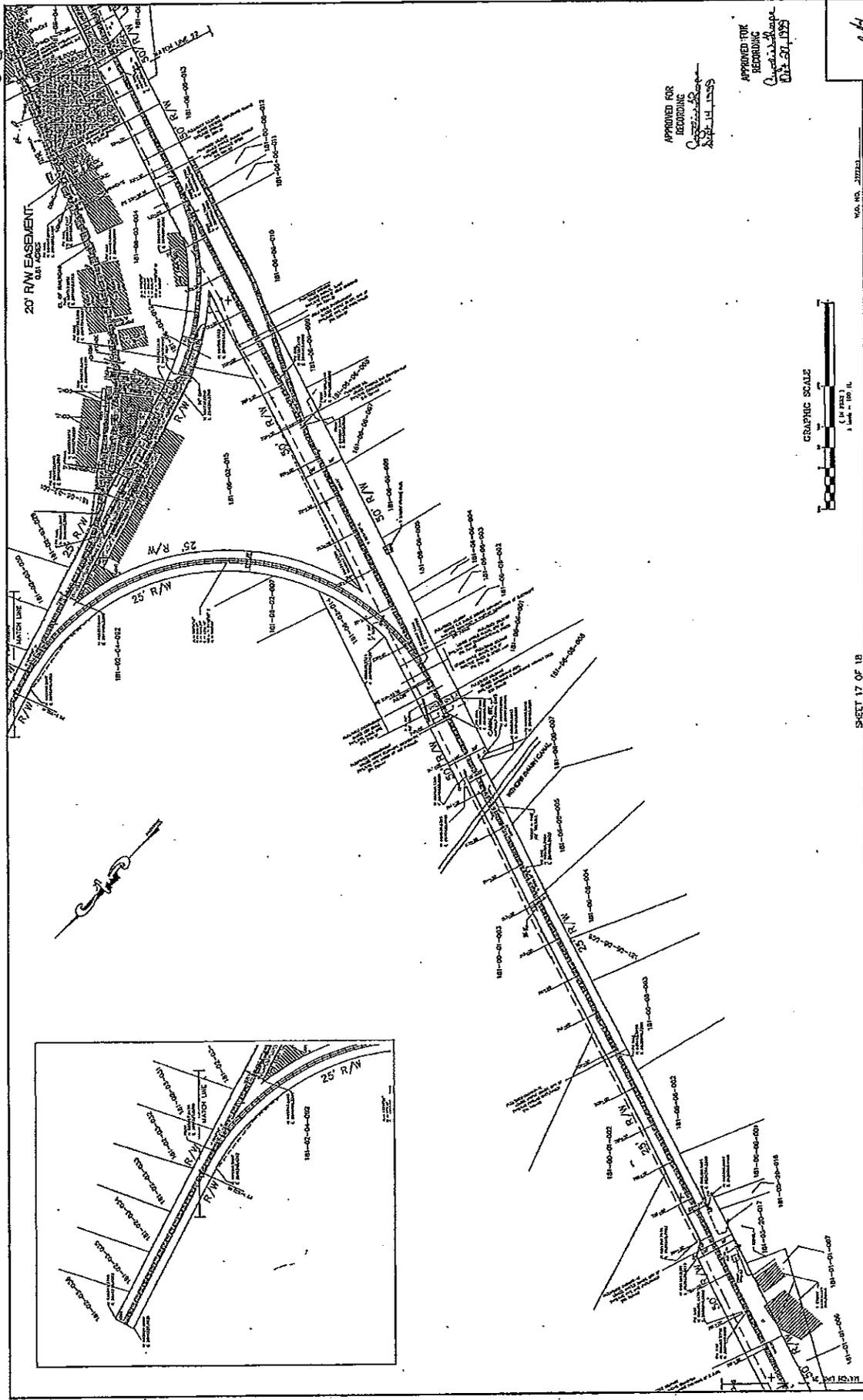
SHEET 16 OF 18
 HORRY COUNTY RAILROAD RIGHT-OF-WAY SURVEY
 FROM HIGHWAY 505 CONWAY TO OAK STREET MYRTLE BEACH
 PREPARED FOR HORRY COUNTY

ROBERT L. BELAMY & ASSOCIATES, INC.
 CONSULTING ENGINEERS, PLANNERS & SURVEYORS
 4755 ALEXANDER DRIVE
 MYRTLE BEACH, SOUTH CAROLINA 29527



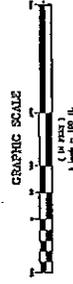
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210



APPROVED FOR RECORDING
 C. J. [Signature]
 10/11/1985

APPROVED FOR RECORDING
 C. J. [Signature]
 10/27/1985



FILE NO. 1802

SCALE 1/4\"/>	DATE 10/27/1985
SCALE 1/4\"/>	DATE 10/27/1985

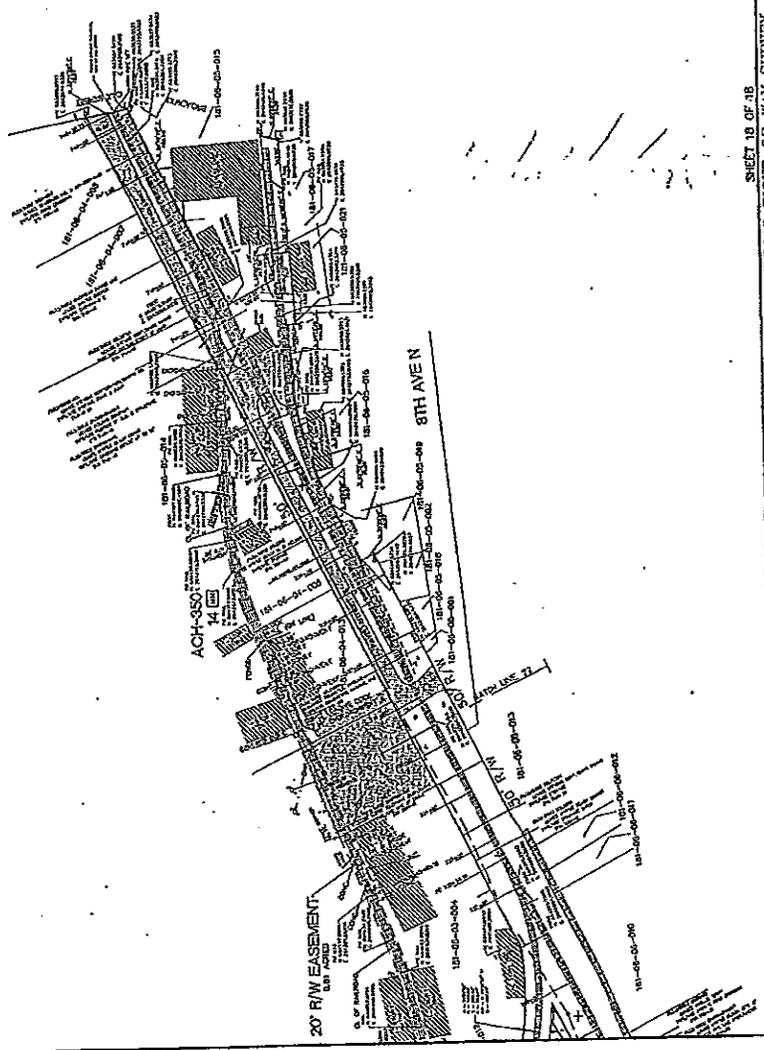
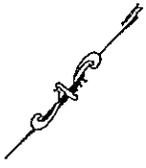
MA. NO. 27723

PROJECT: HERRING RAILROAD RIGHT-OF-WAY SURVEY FROM HIGHWAY 905 CONWAY TO OAK STREET MYRTLE BEACH PREPARED FOR Horry COUNTY

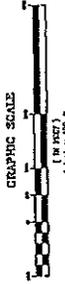
ROBERT L. BELLAMY & ASSOCIATES, INC.
 CONSULTING ENGINEERS, PLANNERS & SURVEYORS
 2715 SCLAMORE DRIVE
 HORRY COUNTY, SOUTH CAROLINA 29577

APCS 16-1325(3/23)4202

312



APPROVED FOR RECORDING
C. J. [Signature]
MAY 11, 1953
CITY OF MYRTLE BEACH
MAY 11, 1953



W.C. NO. 107281	W.C. NO. 107281
MADE BY [Signature]	MADE BY [Signature]
CHECKED BY [Signature]	CHECKED BY [Signature]
DATE, MAY 11, 1953	DATE, MAY 11, 1953

SHEET 18 OF 18
 HOBBS COUNTY RAILROAD RIGHT-OF-WAY SURVEY
 FROM HIGHWAY 505 CONWAY TO OAK STREET MYRTLE BEACH
 PREPARED FOR HOBBS COUNTY

ROBERT BELLAMY & ASSOCIATES, INC.
 CONSULTING ENGINEERS, PLANNERS & SURVEYORS
 4706 BAYVIEW DRIVE
 MYRTLE BEACH, SOUTH CAROLINA 29577



4000 IN. 2025-10-15-53

EXHIBIT B (1 PAGE)
INVENTORY AND ASSESSMENT
To Be Completed by the Parties

**WACCAMAW RIVER SWING
BRIDGE SCHEDULE**

MONDAY - FRIDAY

8:00 A.M. - NOON

Bridge open to train traffic
with one hour notice bridge can be
opened for river traffic

**NOON - 8:00 A.M. - Bridge open to
river traffic**

SATURDAY

8:00 A.M. - NOON

Bridge open to train traffic
Attendant on duty/Notification
not required

NOON SATURDAY - 8:00 A.M.

**MONDAY - Bridge open to
river traffic**