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August 24, 2007

ENTERED
Office of Proceedings
AUG 29 2007
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Public Record

Mr Vernon A Williams, Secretary
Surface Transportation Board
395 E Street, S W
Washington, DC 20423-0001

Re FD 34869 Honey Creek Railroad Inc -Petition for Declaratory Order
AB 865-0 X Honey Creek Railroad-Abandonment Exemption-In Henry County, IN

Dear Mr Williams

With regard to the above-captioned matters, please find enclosed for filing a copy of the letter dated August 20, 2007 from John H Brooke, co-counsel for Gary L. Roberts, to Richard R Wilson, counsel for Honey Creek Railroad, Inc

Very truly yours,
Consuelo Stimpert
Consuelo Stimpert
Paralegal to Kathleen C Kauffman

Enclosures (11)
Cc Kathleen C Kauffman
John H Brooke
Richard R Wilson
William Keaton
Gary L Roberts

BROOKE ♦ MAWHORR

Attorneys At Law



John H Brooke
Douglas K Mawhorr

Leslie M Mathewson
Anthony D Ruffatto

August 20, 2007

Richard R. Wilson, Esq.
127 Lexington Avenue, Suite 100
Altoona, PA 16601

Re: Honey Creek Railroad, Inc.
Gary Roberts

Dear Mr. Wilson:

I am in receipt of your August 7, 2007 correspondence. With respect to your comments they seem at odds with the comments made by Mr. Keaton concerning a request to examine the "switch" and to come onto the railroad property. The "switch" remains in the same location that it existed and has not been moved.

If in fact the allegations contained in your letter are true then Honey Creek Railroad should be able to locate the "switch" and remove it. The purpose of my correspondence was to advise you and your client of its existence so that he would not be responsible for any "disappearance". In prior correspondence you have alleged that the "switch" has been removed which is untrue. The condition of the railroad bed and Honey Creek's inability to have access to the railroad bed due to overgrowth of weeds is not the result of any action taken by my client but the failure of Honey Creek to properly maintain its property.

My prior correspondence doesn't assert any type of claim until such time as the STB has made a ruling. The purpose of my letter was directed to you and your client was to advise you of the existence of the "switch" and that it is necessary for Honey Creek Railroad to remove the "switch". My client does not wish to be responsible for the "switch" nor was he responsible for removing the "switch" at any time.

The machinations in your letter concerning property law rights are still to be resolved in other legal proceedings. It seemed very much out of content to make sure procrastination, particularly in light of your client's admissions in his deposition as to the ownership or lack thereof as to the land in the first place. My correspondence was not intended to debate

Richard R Wilson, Esq.
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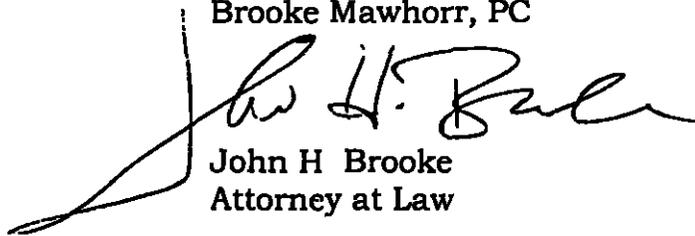
that issue, but to require your client to retrieve property which he had previously insisted had been removed by someone else Honey Creek Railroad must remove the "switch" if it was of value at all

Honey Crcek Railroad has an obligation to maintain its property in such a manner as to not be a detriment or nuisance to my client or the surrounding property owners which do not seem to be occurring presently

Therefore once again I would insist that the Honey Creek Railroad has an obligation to remove the "switch" from the property if it wishes to preserve that item of value My client will not be responsible if the "switch" is removed from the property.

Sincerely yours,

Brooke Mawhorr, PC

A handwritten signature in black ink, appearing to read "John H. Brooke". The signature is written in a cursive style with a large, sweeping initial "J".

John H Brooke
Attorney at Law

JHB/llr
cc: Gary Roberts
Kathleen Kauffman
William Keaton