

Appendix H

Section 4(f) Applicability Analysis Appalachian Highlands Trail
Tucker County, WV

Question 27: Does Section 4(f) apply to temporary recreational uses of land owned by a State DOT or other applicant and designated for transportation purposes?

Answer- FHWA must comply with 23 CFR 774.11(h) when determining the applicability of Section 4(f) to non-park properties that are temporarily functioning for recreation purposes. **In situations where land owned by a SDOT or other applicant and designated for future transportation purposes (including highway rights-of-way) is temporarily occupied or being used for either authorized or unauthorized recreational purposes such as camping or hiking, Section 4(f) does not apply (See 23 CFR 774.11(h)).** For authorized temporary occupancy of transportation rights-of-way for park or recreation purposes, it is advisable to make clear in a limited occupancy permit, with a reversionary clause that no long-term right is created and the park or recreational activity is a temporary one that will cease once completion of the highway or transportation project resumes. (FHWA Section 4(f) Policy Paper)

The Allegheny Highlands Trail in Tucker County

In 1997 WVDOT and the Tucker County Development Authority entered into a lease for the use by the Tucker County Development Authority for a recreational trail (i.e., The Allegheny Highlands Trail). The lease was for five (5) years with a renewal clause. In September of 2002, the Tucker County Development Authority notified WVDOH that it would not be renewing the lease. Therefore the trail reverted back to the sole control of the WVDOH. (See attached 1997 Lease and Lease Cancellation Letter).

Even when the lease was in effect, its conditions specified in Sections 9 and 10 made “it clear that any non-transportation activity on the reserved ROW will cease once the land is required for completion of the transportation project. (Complete lease attached- relevant excerpts below)”

Section 9 of the lease stated in part that: “..... for any necessary construction of its adjacent highway..... Lessor in conducting such construction shall have to the reasonable extent the right to cause the interruption or suspension of the lease’s use of the Lease area and may damage or alter the Lessee’s improvements with no penalty or repair required.....”

Section 10 of the lease reserved the right of the WVDOT to cancel the lease at any time if the WVDOT needs the lease area for any purpose including highway construction

Conclusion

It is clear that the WVDOH has designated the land in question for transportation purposes and, even though WVDOH permits the use of this property for recreational activity, is a temporary recreational use as defined at 23 CFR 774.11(h) and is not afforded Section 4(f) protection. Therefore, the proposed restricted use and/or closure of the trail for construction of a portion of the Kerens to Parsons Project of Appalachian Highway Corridor H is not a Section 4(f) use.

64390

This instrument prepared by
or under the direction of:

Richard C. Keene

RICHARD C. KEENE
SENIOR COUNSEL

Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

FEDERAL PROJECT NO.
BRF-0033(028)
WEST VIRGINIA PROJECT NO.
S742-33-16.66 (PARCEL 1)
DOT NO. - PARSONS & ELKINS
PS\299194D.KCY

- 252 -

THIS QUITCLAIM DEED, made this 15th day of September,
1989, between CSX TRANSPORTATION, INC., a Virginia corporation and
successor by Merger to the Western Maryland Railway Company, whose mailing
address is 500 Water Street, Jacksonville, Florida 32202, hereinafter
called "Grantor," and WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION
OF HIGHWAYS, whose mailing address is State Capitol Complex, Building 5,
Charleston, West Virginia 25305, hereinafter called "Grantee"; WITNESSETH:

(Wherever used herein, the terms "Grantor" and
"Grantee" shall include the successors and assigns
of the Parties.)

THAT Grantor, for and in consideration of the sum of ONE MILLION TWO
HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00), to it in hand paid by
Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE,
REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all
right, title and interest in and to that certain tract or parcel of land
situate, lying and being between Railroad Valuation Station 4775+71 at
Parsons, Tucker County, and Railroad Valuation Station 5904+51 at Elkins,
Randolph County, West Virginia, constituting 21.38 miles, more or less, of
former railroad right-of-way, hereinafter collectively designated "the
Premises", generally shown on General Location Map marked Exhibit A,
attached hereto and incorporated herein, and more particularly described on
Exhibit B, attached hereto and incorporated herein, the end points of which
being more particularly shown on Exhibits B-1 and B-3; and containing
198.90 total acres, more or less, 77.71 acres (7.87 miles), more or less,
in Tucker County and 121.19 acres, (13.51 miles), more or less, in Randolph
County; and BEING the same property acquired by Grantor as shown on
aforesaid Exhibit B.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title,
lien, interest and claim whatsoever of Grantor therein, either in law or
equity, and all buildings, structures and improvements thereon, and all
the rights, alleys, ways, waters, privileges, hereditaments and
appurtenances thereto, unto the proper use, benefit and enjoyment of
Grantee, Grantee's successors and assigns, forever.

This conveyance is tax exempt from West Virginia excise taxes on
property transfers under Chapter 11, Article 22, Sections 1 and 2 of the
Official Code of West Virginia of 1931, as amended.



EXHIBIT A

EXHIBIT B

Description of property in: Tucker and Randolph Counties,
 West Virginia
 To: West Virginia Department of Transportation, Division of Highways
 Deed File No.: Parsons & Elkins

All that certain land and/or property rights BEGINNING at Grantor's Valuation Station 4775+71 at or near Parsons, Black Fork District, Tucker County, West Virginia, being the centerline of Pifer Avenue, such BEGINNING POINT being indicated on Fragment Print of Grantor's Valuation Section Map 6-5, Sheet 46, marked "Exhibit B-1", attached hereto; THENCE extending generally in a southwesterly direction through Black Fork District, Tucker County, a distance of 7.87 miles, more or less, to the County Line between the Counties of Tucker and Randolph at Grantor's Valuation Station 5191+27, as shown on Fragment Print of Grantor's Valuation Section Map 6-5, Sheet 50, marked "Exhibit B-2", attached hereto; THENCE continuing generally in a southwesterly direction through New Interest and Leadville Districts, Randolph County, a distance of 13.51 miles, more or less, to Grantor's Valuation Station 5904+51 at or near Elkins, being the westerly extension of the centerline of 6th Street, such ENDING POINT being indicated on Fragment Print of Grantor's Valuation Section Map 6-5, Sheet 56, marked "Exhibit B-3", attached hereto; all as shown in detail on Grantor's Valuation Section Map 6-5, Sheets 46 through 56, inclusive, incorporated herein by reference.

BEING all or part of the same property acquired by the West Virginia Central & Pittsburgh Railway Company ("WVC&P"), the Western Maryland Railroad Company ("WMRR"), or the Western Maryland Railway Company ("WMRY"), each a predecessor of Grantor, by the following deeds recorded among the Public Land Records of West Virginia as indicated:

TUCKER COUNTY

<u>Railroad Grantee</u>	<u>Acquired From</u>	<u>Date of Instrument</u>	<u>Book</u>	<u>Page</u>
WVC&P	L. D. Corrick, et ux.	07-31-1888	8	383
WVC&P	Joshua Messinger, et ux.	06-06-1888	8	381
WVC&P	Joshua Messinger	05-25-1898	Misc. 3	129
WMRR	Parsons Pulp & Paper Company	03-20-1907	-	-
WMRY	Kingsford Company	05-31-1958	69	83
WMRY	Kingsford Company	10-05-1959	70	86
WMRY	WVC&P Railway Company	04-24-1950	62	338
WMRY	WVC&P Railway Company	01-25-1944	55	307
WVC&P	Philip Constable, et ux.	10-12-1888	8	492
WVC&P	Philip Constable	05-01-1889	9	202
WMRR	R. L. Bennett, et ux.	06-05-1906	27	196
WMRR	R. L. Bennett, et ux.	10-28-1905	26	288
WVC&P	Noah Schumacher, et ux.	07-31-1888	8	382

WVC&P	Elisabeth A. Moore, et al.	04-29-1889	9	205
WVC&P	Board of Education	04-02-1892	-	-
WVC&P	E. Harper	10-01-1889	9	435
WMRY	Rocco Quatro, et ux.	01-20-1954	-	-
WVC&P	Thomas Wilmoth, et ux.	12-02-1888	8	493
WVC&P	Thomas W. Wilmoth	04-12-1889	Misc. 1	179
WVC&P	Charles B. Moore, et ux.	10-07-1895	15	220
WVC&P	J. P. Scott, et ux., et al.	07-20-1905	26	30
WVC&P	Thomas Wilmoth, et ux.	12-02-1888	8	493
WMRR	E. D. Williams	12-13-1906	28	101
WVC&P	Thomas W. Wilmoth, et ux.	02-15-1894	13	433
WVC&P	Alston G. Dayton, et ux.	01-09-1890	9	436
WVC&P	Adam Goodwin, et ux.	07-01-1888	8	384
WVC&P	James Knotts, et ux.	08-01-1889	9	421
WMRY	Margaret J. Shafer, et vir.	07-17-1914	35	317
WMRY	C. M. Shields, et ux.	07-30-1918	38	299
WMRY	R. E. Phillips	07-09-1907	29	113
WVC&P	Perry H. Vanscoy	06-14-1889	9	279
WVC&P	F. M. Stansberry, et ux.	04-18-1890	10	101
WVC&P	Samuel W. Gainor, et ux. et al.	05-28-1889	10	73
WVC&P	C. W. Mayer, et ux.	06-15-1889	9	301

RANDOLPH COUNTY

<u>Railroad</u> <u>Grantee</u>	<u>Acquired</u> <u>From</u>	<u>Date of</u> <u>Instrument</u>	<u>Book</u>	<u>Page</u>
WVC&P	A. I. S. Phillips, et ux.	08-01-1892	"X"	183
WVC&P	Bryan J. Gainor, et ux.	07-03-1888	"P"	29
WVC&P	L. J. Hyre	09-10-1888	"P"	10
WVC&P	H. T. Lawson, et ux.	12-04-1888	"Q"	30
WVC&P	Floyd Kelley, et ux.	12-04-1888	"Q"	29
WVC&P	James S. Hyre, et ux.	09-10-1889	"P"	13
WVC&P	James Hyre, et ux.	09-09-1889	"U"	158
WVC&P	P. H. Wees, et ux.	08-22-1889	"U"	156
WVC&P	James S. Hyre, et ux.	01-12-1891	"S"	323
WVC&P	J. S. Hyre, et ux., et al.	03-01-1894	"Z"	306
WVC&P	Solomon Ferguson	10-10-1888	"Q"	27
WVC&P	Andrew Valentine, et ux.	09-11-1888	"P"	11
WMRY	Sarah E. Murphy, et vir.	05-01-1934	138	365
WMRY	E. D. Smith, et ux.	05-01-1934	138	367
WMRR	W. J. Dignan, et ux., et al.	06-15-1909	89	211
WVC&P	A. H. Wilmoth, et ux.	08-01-1892	"X"	184
WMRY	N. Shiflett, et ux.	06-15-1909	89	211
WVC&P	R. V. Douglas	10-10-1888	"Q"	25
WVC&P	A. J. Douglas	10-10-1888	"Q"	26
WVC&P	A. J. Wilmoth, et ux.	08-15-1892	"X"	247
WVC&P	Catherine Wilmoth	06-01-1892	"X"	185
WVC&P	R. Triplett, et ux.	06-01-1892	"X"	180
WVC&P	R. Chaffey, et ux.	07-14-1890	"U"	306

WVC&P	Jacob Hart, et ux.	07-01-1892	"Y"	62
WVC&P	J. F. Harding, et ux.	08-29-1889	"R"	68
WVC&P	J. F. Harding, et ux.	08-02-1892	"X"	312
WVC&P	W. M. Glascock, et ux.	03-28-1889	"Q"	15
WVC&P	R. Triplett, et ux.	06-01-1892	"X"	186
WVC&P	S. C. Parsons, et al.	02-07-1900	"Q"	62
WVC&P	George H. Smith, et ux.	03-18-1889	"Q"	438
WMRY	Charles McAllister, et ux.	11-30-1922	"Q"	8
WMRY	C. H. Isner, et ux.	11-15-1922	"Q"	120
WMRY	J. F. Ferguson, et ux.	11-15-1922	"Q"	317
WMRY	J. H. Lawson, et ux.	11-15-1922	"Q"	120
WMRY	Jefferson W. Isner, et ux.	11-15-1922	"Q"	307
WVC&P	Samuel Cosner, et ux.	01-03-1925	"Q"	120
WVC&P	Canada Vandegrift, et ux.	12-20-1888	"Q"	156
WVC&P	Everett Chenoweth, et ux.	02-05-1900	"Q"	23
WVC&P	H. A. Stalnaker, et ux.	03-18-1889	"Q"	60
WVC&P	Jasper N. Phares, et ux.	03-18-1889	"Q"	156
WVC&P	Hyre A. Stalnaker, et ux.	02-18-1904	"Q"	5
WVC&P	Jacob Phares, et ux.	05-23-1890	"U"	10
WVC&P	Johnson Phares, et ux.	03-10-1889	"U"	73
WVC&P	David Phares, et ux., et al.	03-18-1889	"U"	546
WVC&P	David Phares, et ux., et al.	11-03-1887	"U"	159
WVC&P	David B. Hansford, et ux.	03-18-1889	"Q"	18
WVC&P	Catherine Jenkins, et al.	03-01-1889	"Q"	12
WVC&P	William J. Read, et ux.	03-01-1889	"P"	5
WMRY	A. C. Nestor, et al.	04-22-1889	"Q"	13
WMRY	William S. Coffman, et ux.	03-01-1889	"Q"	32
WVC&P	William M. Phares, et ux.	04-22-1889	"U"	471
WMRY	J. C. Morrow, et ux.	11-09-1936	"Y"	365
WVC&P	Johnson E. Phares, et ux.	06-29-1956	"Y"	333
WVC&P	J. W. Phares, et ux.	03-21-1889	"Q"	102
WVC&P	H. G. Davis, et ux.	11-01-1907	"Q"	7
WVC&P	John A. Hinkle	03-26-1889	"Q"	86
		07-06-1889	"Q"	247
		04-04-1891	"R"	20
		03-18-1889	"R"	19
			"Y"	30
			"Q"	22

Notes: (1) By merger deed dated November 1, 1905, recorded in Randolph County in Deed Book 77, Page 485, the West Virginia Central & Pittsburgh Railway Company ("WVC&P") conveyed its property to Western Maryland Railroad Company ("WMRR"). The merger is recorded in Tucker County in Book 26, Page 216.

(2) By deed dated December 29, 1909, all assets of the Western Maryland Railroad Company were acquired by the Western Maryland Railway Company ("WMRY").

(3) By Articles of Merger dated December 16, 1988, effective January 9, 1989, the Western Maryland Railway Company merged into CSX Transportation, Inc. of West Virginia.

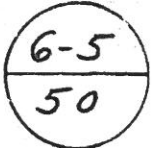
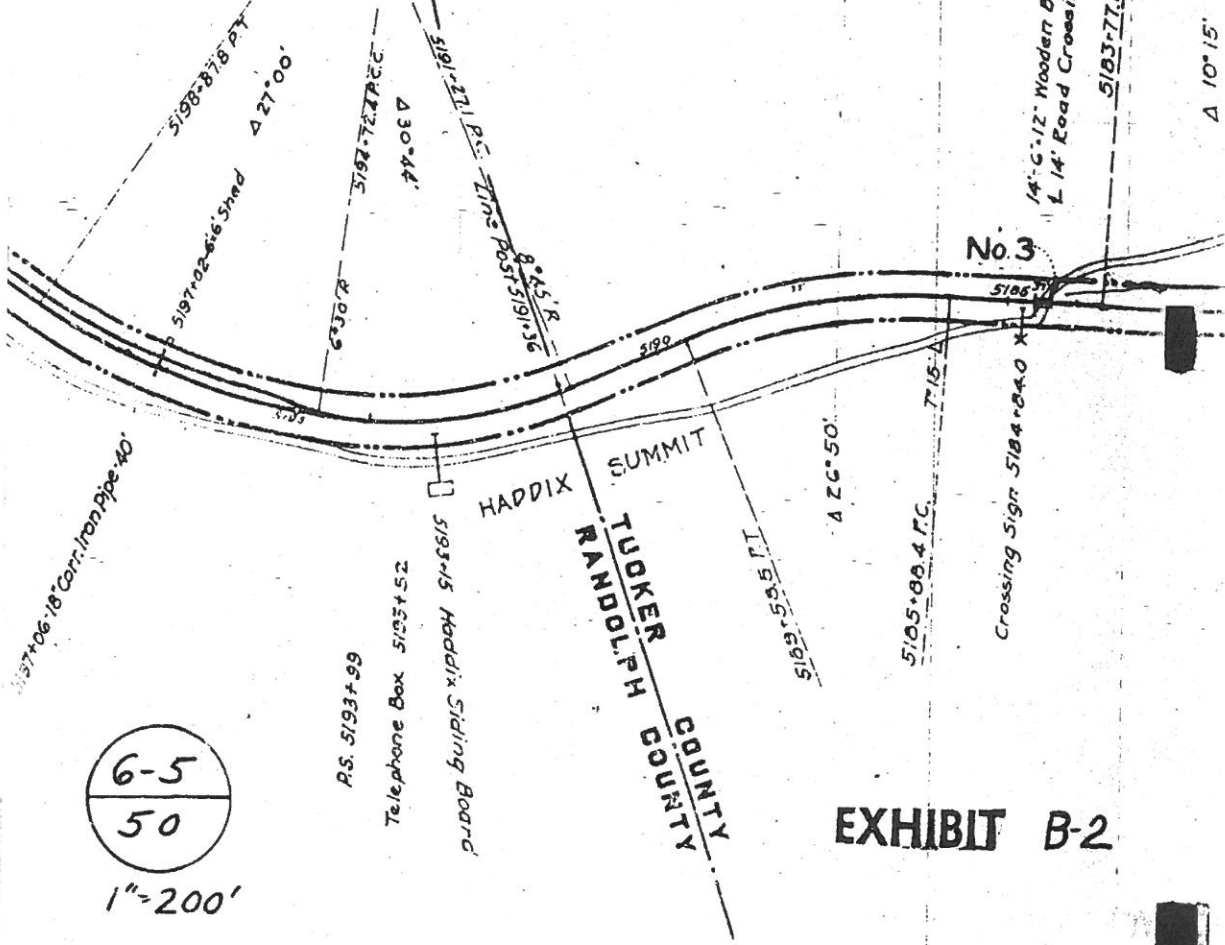
Tucker County Court Clerk's Office, *de*
 Be it remembered that on this 28th day of Nov, 1989
 the foregoing deed of conveyance with the certificate thereto, to which is
 affixed the State and County Property Transfer Stamp of \$ nine
 cancelled in the manner required by law, was this day presented in said office
 and admitted to record.
10:00 AM
 Teste: Nina B Buchanan *duplc*

HADDIX,
W. VA.

JAS. KNOTTS

NEW INTEREST DIST.

BLACK FORK DIST.



1" = 200'

EXHIBIT B-2

14'-6"-12" Wooden Box 5104-69.5
14' Road Crossing 5104-55.0

5103-771 P.T.

Δ 10° 15'

No. 3

Crossing Sign 5104-04.0 X

5105-00.4 P.C. 7-15'

Δ 26° 50'

5109-50.5 P.T.

HADDIX SUMMIT
LUCKER
RANDOLPH COUNTY

HADDIX

5193-45 Haddix Siding Board

Telephone Box 5103-52

P.S. 5193-99

Δ 27° 00'

Δ 30° 44'

5191-27.1 P.S. 7103 Post 5191-36

5198-87.8 P.T.

5197-02-66 Shed

517-06-18 Corr. Iron Pipe-40'

Note:
Elkins Station Post Office
called Leadville

NOTHING IN THIS PLAN SHALL BE TAKEN
AS OR DEEMED TO BE A DEDICATION OF LANDS,
STREETS, OR ROADWAYS OR THE GENERAL
USE THEREOF, TO THE GENERAL PUBLIC

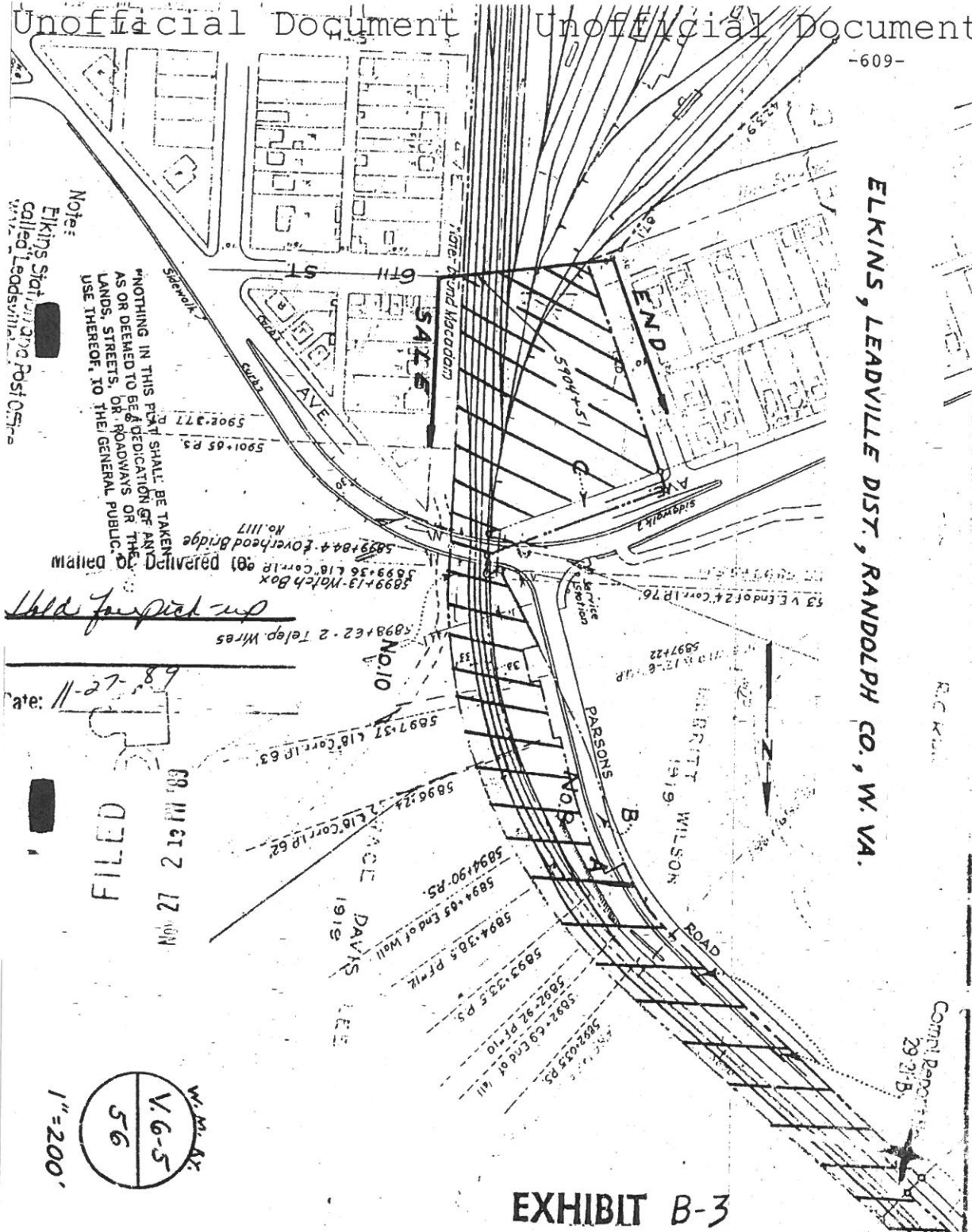
Handwritten note: *Should be picked up*

Date: 11-27-89

FILED

NOV 27 1989

W.M. AX
V.6-5
56
1"=200'



ELKINS, LEADVILLE DIST., RANDOLPH CO., W. VA.

EXHIBIT B-3

WEST VIRGINIA, RANDOLPH COUNTY CLERK'S OFFICE: 11-27-89

This instrument was this day presented to me in my office, and thereupon, together with the Certificate thereto annexed, is admitted to record.

Teste: *Rosetta Lloyd* Clerk



WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
Division of Highways District 8
Elkins, West Virginia 26241-1516 • 304/637-0220

Bob Wise
Governor

Fred VanKirk, P. E.
Secretary/Commissioner

Jerry Bird
Assistant Commissioner

MEMORANDUM

TO: DAVE JACK/CHUCK ALIFF,
DR-CHARLESTON

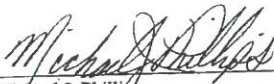
FROM: MICHAEL J. PHILLIPS,
DISTRICT 8 RIGHT OF WAY AGENT

SUBJECT: PROPERTY MANAGEMENT
LEASE NO. 0847-04, TUCKER COUNTY DEVELOPMENT AUTHORITY

DATE: SEPTEMBER 11, 2002

Please find attached a letter from the Tucker County Development Authority, dated September 9, 2002, canceling the above referenced lease. Please proceed accordingly.

Should you have any questions, please contact this office.



Michael J. Phillips
District Right of Way Agent

MJP:lc

Attachment



Tucker County Development Authority

P.O. Box 32
215 First St.
Parsons, WV 26287

Phone: 304-478-3454
Fax: 304-478-3455
Email: tcda@meer.net

Robert Jones
President

M.G. Dearborn
Vice President

Jason Myers
Secretary

Debbie Snyder
Treasurer

Tom DiBacco

Sam Eichelberger

Jerry B. Flanagan

Pat Herlan

Roxanne Nestor

Hayward Phillips

Debbie Stevens

Faye "Tag" Stiles

James Stiles

Robert A. Burns
Executive Director

September 9, 2002

Department of Highways
Attn: Tom Staud
PO Box 1516
Elkins, WV 26241

Dear Mr. Staud:

I am writing you to let you know that the Tucker County Development Authority will not renew its lease with the WVDOH for the land currently being used of the Allegheny Rail to Trail. It was nice working with you on this project and if you have any questions please feel free to contact me at any of the above methods.

Sincerely,

Robert A. Burns

Robert Burns
Executive Director
Tucker County Development Authority

RECEIVED

SEP 11 2002

District Engineer
District Eight
Elkins, WV

RECEIVED

SEP 11 2002

D-8 RIGHT-OF-WAY
ELKINS, WV

DE-8	<input checked="" type="checkbox"/>
ADSUMG	<input type="checkbox"/>
MAINT	<input checked="" type="checkbox"/>
CONST	<input type="checkbox"/>
BRIDGE	<input type="checkbox"/>
EQUIP	<input checked="" type="checkbox"/>
ROW	<input checked="" type="checkbox"/>
SAFETY	<input type="checkbox"/>
COMP	<input type="checkbox"/>
_____	<input type="checkbox"/>
_____	<input type="checkbox"/>

RANDY EPPERLY ✓

Lease No.: 4-0847
PM96-B-TUCK-1

THIS LEASE, Made the 1st day of August, 1997, by and between the **WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS**, Lessor, and the **TUCKER COUNTY DEVELOPMENT AUTHORITY**, Lessee.

WITNESSETH: That for and in consideration of ONE DOLLAR (\$1.00) and the conditions herein contained, Lessor does hereby lease to the Lessee all that certain tract or parcel of land situate in Tucker County, West Virginia, as shown upon a plat attached hereto and made a part hereof, with the exception of C.R. 219/20, Moore Station Road.

This lease is subject to the following terms and conditions:

1. Purpose - Lessee shall use said property for a recreational trail.
2. Term - This period is for a term of five (5) years from and after September 1, 1997. Lessee shall have the option to renew this agreement for additional successive five (5) year terms to be exercised by giving the Lessor a written notice of intention to renew not less than ninety (90) days before the expiration of the term herein created or renewal term.
3. Conditions and Restrictions - Lessee understands and agrees that said leased area is subject to the following covenants and restrictions:
 - a. No dangerously flammable, volatile or explosive substances, hazardous materials, lumber, wood products or other material which would constitute a hazard to the adjoining highway, or cause the area to become contaminated shall be manufactured, stored or held thereon.
 - b. No signs or other advertising posters or devices shall be permitted on the lease area other than those indicating proprietorship of the lease area and type of activities conducted. All signs shall have prior approval of Lessor.
 - c. No hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall be permitted to be discharged on said highway.
 - d. Lessee accepts this agreement subject to any and all existing utility lines whether or not visible upon the ground.
4. Improvements - It is understood and agreed between the parties that Lessee shall not place or construct or cause to be placed or constructed any permanent

Improvements without prior written approval of Lessor.

5. Relocation - It is understood and agreed between the parties hereto that in the event the Lessor should terminate this lease, Lessee is not eligible for relocation monies and is not a "displaced person" as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 49 CFR part 24.2(g)(1).

6. Assignability - This agreement may not be transferred, assigned or sublet without prior written approval of the Lessor.

7. Possession - It is understood and agreed between the parties hereto that the Lessee shall have exclusive control and right of possession of said leased area, subject to the rights reserved in paragraph 9, during the term hereof and shall have sole responsibility for custody, maintenance, operation and use thereof, including the payment of any loss or damage occurring as a result of Lessee's operations and use, either to the adjoining highway facility or the public for personal injury, loss of life or property damage and shall save Lessor harmless from any and all claims of any nature whatsoever which may hereafter arise by reason of Lessee's use of the premises.

8. Nondiscrimination - Lessee, as a part of the consideration hereof, does hereby covenant and agree that, (1) no person, on the grounds of race, religion, color, sex, national origin or disability shall be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination in the use of the lease area and facilities thereof; (2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors; (3) that such discrimination shall not be practiced against the public in accommodations constructed or operated within the lease area; and (4) that Lessee shall use the premises in compliance with all other requirements imposed by the Department of Transportation pursuant to Title 49, Code of Federal Regulations, Part 21, and as said regulations may be amended. That, in the event of breach of any of the above nondiscrimination covenants, if Lessor has given to Lessee sixty (60) days written notice of the alleged breach and Lessee has failed either to cure the breach or to take appropriate steps to prevent a reoccurrence, Lessor shall have the right to terminate this agreement and to reenter and repossess the lease area and hold the same as if said agreement had never been made or issued.

9. Inspection and Maintenance - Lessor reserves to itself the right, acting by and through their agents and employees, to enter upon the lease area at any time for purposes of inspection and determination of compliance with the terms hereof, and for any necessary maintenance, repair, construction or reconstruction of its adjacent highway facility. It is understood and agreed between the parties hereto that the Lessor, in the conducting of such maintenance, repair, construction or reconstruction, shall have, to the extent reasonably necessary, the right to cause the interruption or suspension of the Lessee's use of the lease area and may damage or alter the Lessee's improvements thereon, with no liability to the Lessor.

10. Termination - Lessor reserves the right to terminate this agreement at any time by giving Lessee a written notice of termination thirty (30) days before the effective date thereof if: (1) Said property is needed for highway purposes which shall include but is not limited to road construction or repair; (2) Lessee violates any of the terms hereof; (3) Lessor desires to sell said property; or (4) Lessor does not desire to renew at the end of any five (5) year term.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

WEST VIRGINIA DEPARTMENT OF
TRANSPORTATION, DIVISION OF HIGHWAYS

Samuel H. Beverage
Samuel H. Beverage, P.E.
Commissioner ~~_____~~

TUCKER COUNTY DEVELOPMENT AUTHORITY

By: W. Thomas Sullivan

Its: President

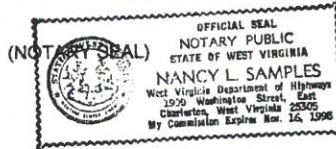
APPROVED AS TO FORM THIS
12th DAY OF January, 1998
Frank J. Coburn
ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION
DIVISION OF HIGHWAYS

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

The foregoing instrument was acknowledged before me this 14th day of January, 1998, by Samuel H. Beverage, P.E. Commissioner ~~of the West Virginia Department of Transportation, Division of Highways.~~

My commission expires Nov. 16, 1998



Nancy L. Samples
Notary Public

STATE OF WV

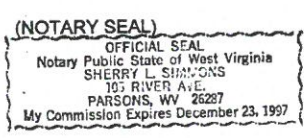
COUNTY OF Tucker, TO-WIT:

This foregoing instrument was acknowledged before me this 19th day of December 1997, by W. Thomas Tuesing, President (Name and Title)

of TUCKER COUNTY DEVELOPMENT AUTHORITY, a West Virginia (State of Incorporation)

corporation, on behalf of the corporation:

My commission expires 12-23-97



Sherry L. Simmons
Notary Public

This instrument was prepared by:

[Signature]

Brenda Craig Ellis
Attorney at Law
West Virginia Department of Transportation
Division of Highways
Right of Way Division
Legal Section
1900 Kanawha Boulevard, East
Building Five, Room 631
Charleston, West Virginia 25305-0430

c:\myfiles\simmons
tucker.dcv
04/97

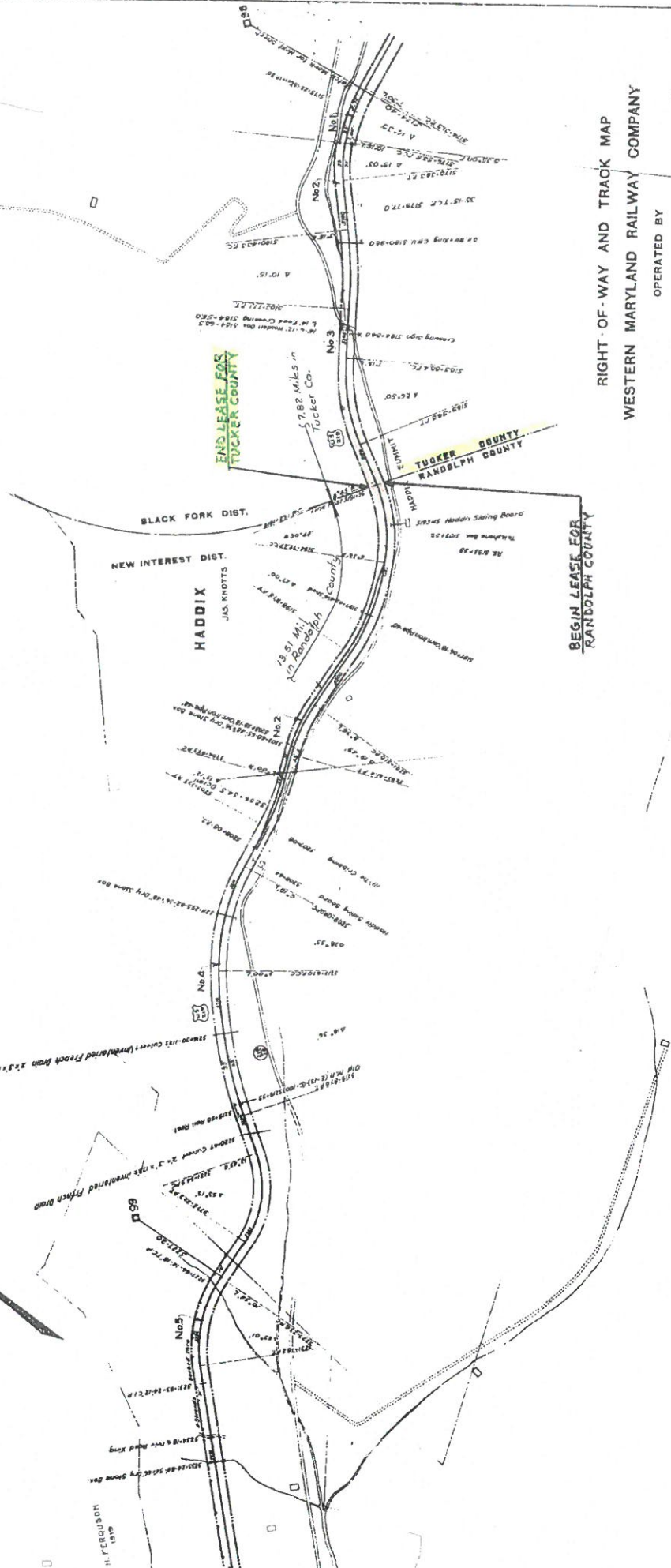
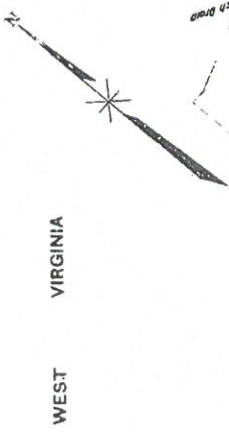
SECTION	REV. NO.	DATE	BY	DESCRIPTION
2562-481	05-20-78	Dec. 28, 1982	New 7702P-20	
2562-481	07-15-78	Oct. 13, 1978	Additional Track & Drain	
2562-481	07-15-78	Dec. 7, 1977	Additional Track & Drain	
2562-481	07-15-78	Nov. 6, 1972	New 18 Conr(F20)	

PROJECT	CONTRACT NO.	DATE OF CONTRACT	OWNER	SECTION	DATE	REVISIONS
1	WT 134	Dec 4	W C & P BROS	1	1892	See 11 1892
2	WT 137	Dec 4	W C & P BROS	2	1892	See 11 1892
3	WT 140	Dec 4	W C & P BROS	3	1892	See 11 1892
4	WT 141	Dec 4	W C & P BROS	4	1892	See 11 1892
5	WT 142	Dec 4	W C & P BROS	5	1892	See 11 1892
6	WT 143	Dec 4	W C & P BROS	6	1892	See 11 1892
7	WT 144	Dec 4	W C & P BROS	7	1892	See 11 1892
8	WT 145	Dec 4	W C & P BROS	8	1892	See 11 1892

SCHEDULE OF PROPERTY

PROJECT	CONTRACT NO.	DATE OF CONTRACT	OWNER	SECTION	DATE	REVISIONS
1	WT 134	Dec 4	W C & P BROS	1	1892	See 11 1892
2	WT 137	Dec 4	W C & P BROS	2	1892	See 11 1892
3	WT 140	Dec 4	W C & P BROS	3	1892	See 11 1892
4	WT 141	Dec 4	W C & P BROS	4	1892	See 11 1892
5	WT 142	Dec 4	W C & P BROS	5	1892	See 11 1892
6	WT 143	Dec 4	W C & P BROS	6	1892	See 11 1892
7	WT 144	Dec 4	W C & P BROS	7	1892	See 11 1892
8	WT 145	Dec 4	W C & P BROS	8	1892	See 11 1892

See Map 50

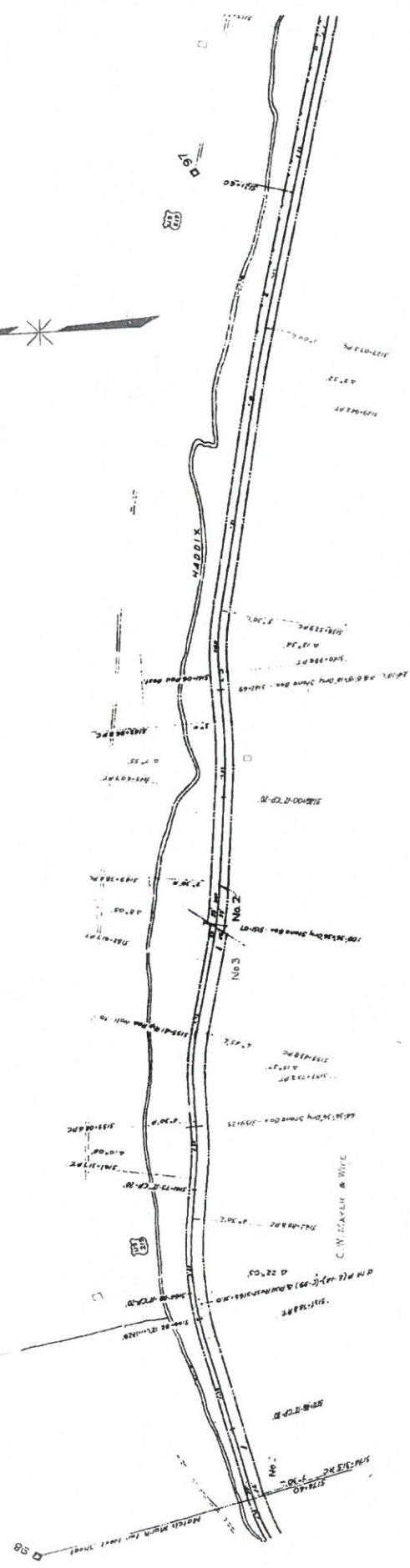


RIGHT-OF-WAY AND TRACK MAP
WESTERN MARYLAND RAILWAY COMPANY
 OPERATED BY
WESTERN MARYLAND RAILWAY COMPANY
 WESTERN DIVISION
 MAIN LINE

Area = 15.86 Ac. S-101.5174+50 ~ 2280+00

STATION 4174+00 TO STATION 4300+00

RECORD	DATE
General	1953
Map	1953



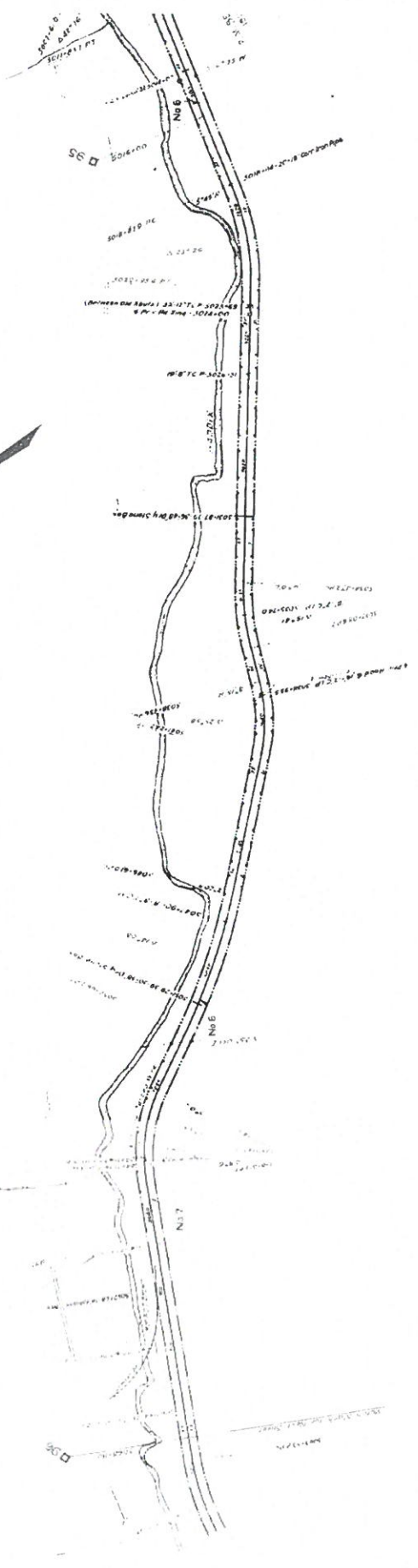
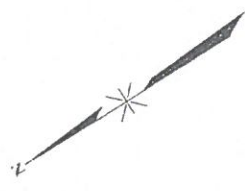
STANBURY HEIRS

TUCKER CO.,

BLACK FORK DIST.

RECORD OF CHANGES AFTER JUNE 30, 1918

STATION	DATE	DESCRIPTION
5091+25.3	Aug 3, 1926	Connection to Leister Co.
5091+24	Aug 3, 1926	Connection to Leister Co.
5091+23	Aug 3, 1926	Connection to Leister Co.
5091+22	Aug 3, 1926	Connection to Leister Co.
5091+21	Aug 3, 1926	Connection to Leister Co.
5091+20	Aug 3, 1926	Connection to Leister Co.
5091+19	Aug 3, 1926	Connection to Leister Co.
5091+18	Aug 3, 1926	Connection to Leister Co.
5091+17	Aug 3, 1926	Connection to Leister Co.
5091+16	Aug 3, 1926	Connection to Leister Co.
5091+15	Aug 3, 1926	Connection to Leister Co.
5091+14	Aug 3, 1926	Connection to Leister Co.
5091+13	Aug 3, 1926	Connection to Leister Co.
5091+12	Aug 3, 1926	Connection to Leister Co.
5091+11	Aug 3, 1926	Connection to Leister Co.
5091+10	Aug 3, 1926	Connection to Leister Co.
5091+9	Aug 3, 1926	Connection to Leister Co.
5091+8	Aug 3, 1926	Connection to Leister Co.
5091+7	Aug 3, 1926	Connection to Leister Co.
5091+6	Aug 3, 1926	Connection to Leister Co.
5091+5	Aug 3, 1926	Connection to Leister Co.
5091+4	Aug 3, 1926	Connection to Leister Co.
5091+3	Aug 3, 1926	Connection to Leister Co.
5091+2	Aug 3, 1926	Connection to Leister Co.
5091+1	Aug 3, 1926	Connection to Leister Co.



SCHEDULE OF PROPERTY

NO.	OWNER	ACRES	DATE	REMARKS	CLASS	ASSESSOR	DATE	REMARKS	CLASS	ASSESSOR	DATE	REMARKS
1	W. L. 127	1.00	1868	Jessie M. Carter, wife of James M. Carter	187	187	187	187	187	187	187	187
2	W. L. 127	1.00	1868	Jessie M. Carter, wife of James M. Carter	187	187	187	187	187	187	187	187
3	W. L. 127	1.00	1868	Jessie M. Carter, wife of James M. Carter	187	187	187	187	187	187	187	187
4	W. L. 127	1.00	1868	Jessie M. Carter, wife of James M. Carter	187	187	187	187	187	187	187	187
5	W. L. 127	1.00	1868	Jessie M. Carter, wife of James M. Carter	187	187	187	187	187	187	187	187
6	W. L. 127	1.00	1868	Jessie M. Carter, wife of James M. Carter	187	187	187	187	187	187	187	187
7-10	W. L. 127	1.00	1868	Jessie M. Carter, wife of James M. Carter	187	187	187	187	187	187	187	187
11	W. L. 127	1.00	1868	Jessie M. Carter, wife of James M. Carter	187	187	187	187	187	187	187	187
12	W. L. 127	1.00	1868	Jessie M. Carter, wife of James M. Carter	187	187	187	187	187	187	187	187
13	W. L. 127	1.00	1868	Jessie M. Carter, wife of James M. Carter	187	187	187	187	187	187	187	187
14	W. L. 127	1.00	1868	Jessie M. Carter, wife of James M. Carter	187	187	187	187	187	187	187	187
15	W. L. 127	1.00	1868	Jessie M. Carter, wife of James M. Carter	187	187	187	187	187	187	187	187

D 94

