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Office of Proceedings
September 6, 2022
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September 6, 2022

VIA E-FILING

Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street SW
Washington, DC 20024

Re: V and S Railway, LLC – Abandonment Exemption –
in Franklin County, Missouri
Surface Transportation Board Docket No. AB 603 (Sub-No. 5X)

Dear Ms. Brown:

On September 1, 2022, I submitted an Environmental and Historical Report on behalf of V and S Railway, LLC. The Board notified me that the filing contained a typo in the docket number. The correct docket number is AB 603 (Sub-No. 5X), not AB 604 (Sub-No. 5X). Enclosed is a new Environmental and Historical Report to replace the September 1 filing.

Sincerely,

A handwritten signature in blue ink that reads 'Justin J. Marks'.

Justin J. Marks
Counsel to V and S Railway, LLC

Enclosure

Before the
SURFACE TRANSPORTATION BOARD

STB Docket No. AB 603 (Sub-No. 5X)

V AND S RAILWAY, LLC
- ABANDONMENT EXEMPTION –
IN FRANKLIN COUNTY, MISSOURI

ENVIRONMENTAL/HISTORIC REPORT

(color copies included)

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Counsel for V and S Railway, LLC

Dated: September 6, 2022

Before the
SURFACE TRANSPORTATION BOARD

STB Docket No. AB 603 (Sub-No. 5X)

V AND S RAILWAY, LLC
- ABANDONMENT EXEMPTION –
IN FRANKLIN COUNTY, MISSOURI

ENVIRONMENTAL/HISTORIC REPORT

V and S Railway, LLC (“V&S” or “Applicant”) will be seeking exemption authority for Applicant to abandon the rail line between approximately Milepost 61.89 at Union to Milepost 71.6 at Beaufort in Franklin County, Missouri (the “Subject Line”). The Subject Line traverses through United States Postal Service ZIP Codes 63013 and 63084. A map of the Subject Line is attached as Exhibit A.

Applicant plans to seek Surface Transportation Board (“STB”) authorization for the abandonment through a notice of exempt abandonment pursuant to the provisions of 49 CFR §1152.50 on or after September 27, 2022. This Report is being filed in connection therewith, and in accordance with the requirements of 49 CFR §§1105.7 and 1105.8. To prepare this Report, Applicant consulted with various state and federal agencies as required by the Board’s regulations. *See* the letters attached as Exhibit B. Based on the written responses received by Applicant to-date attached as Exhibit C, Applicant states as follows:

ENVIRONMENTAL REPORT

(49 CFR 1105.7)

1. PROPOSED ACTION AND ALTERNATIVES

V&S is a Class III railroad that operates in Colorado, Kansas, and Mississippi. V&S acquired the Subject Line that it proposes to abandon in 2014.¹ V&S did not operate the Subject Line and instead acquired it subject to a lease with Central Midland Railway Company (“CMRC”) which operated the line until April 17, 2022 – the effective date of CMRC’s discontinuance petition.² The Subject Line is located in Franklin County, MO. It is an approximately 9.71 portion of a stub-ended rail line that was once a part of the Rock Island Line Railroad.³ There is no overhead traffic on the Subject Line.

There have been no common carrier rail operations on or over the Subject Line since before V&S acquired the subject line in 2014.

2. EFFECTS ON THE TRANSPORTATION SYSTEM

The abandonment will have no effect on the transportation system because there is no overhead traffic over the Subject Line and the last date of local service to or from the Subject Line was prior to V&S’s acquisition of the line in 2014. As such, no traffic will be diverted. Applicant sent a consultation letter regarding the proposed abandonment to the Missouri Department of Transportation (“MDOT”). MDOT responded stating “concerns with the environmental effects that the proposed track removal would have on the condition of the roadway; specifically, where the track crosses a public route at grade.” In order to alleviate MDOT’s concerns, it is requesting that Applicant submit a plan addressing traffic control for any

¹ *V and S Railway, LLC. – Acquisition Exemption – Line of Missouri Central Railroad Company*, STB Finance Docket 35868 (served Nov. 28, 2014).

² *Central Midland Railroad Company – Discontinuance of Service Exemption – in Franklin County, Mo.* STB Docket No. AB 1070 (Sub-No. 4X)(served Mar. 18, 2022).

³ The connecting 144.3-mile segment to the west of the Subject Line was abandoned in *Missouri Central R.R. Co. – Abandonment Exemption – in Cass, Pettis, Benton, Morgan, Miller, Cole, Osage, Maries, Gasconade, and Franklin Counties, Mo.* STB Docket No. AB 1068 (Sub-No. 3X)(served Feb. 26, 2015).

construction activity, removal of track materials and repair of roadway or pedestrian crossings, removal of signage and repair of the ground surface, and that all necessary permits are obtained by Applicant. Applicant's letters to MDOT are attached as part of Exhibit B and MDOT's responses are attached as Exhibit C.

3. **LAND USE**

(i) Applicant is unaware of any regional or local land use patterns with which the proposed abandonment would be inconsistent. Applicant consulted with the following agencies regarding the proposed abandonment that may be concerned with land use issues: US Department of Agriculture Natural Resources Conservation Service – Local ("NRCS Local"), US Department of Agriculture Natural Resources Conservation Service – National ("NRCS National"), Environmental Protection Agency Region 7 ("EPA Region 7"), U.S. Army Corps of Engineers St. Louis District Regulatory Branch ("ACE"), National Park Service – National ("NPS National"), National Park Service – Midwest Region, Region 3,4,5 ("NPS Local"), U.S. Fish & Wildlife Service – Midwest Region ("FWS Local"), National Geodetic Survey, National Oceanic and Atmospheric Administration ("NGS"), MDOT, the Missouri Department of Natural Resources ("DNR"), Franklin County Commission, Presiding Commissioner Tim Brinker ("Franklin County"), and Missouri Federal Assistance Clearinghouse ("State Clearinghouse").

Copies of these letters are attached as part of Exhibit B. To date, Applicant has received written responses from the following consulted agencies, copies of which are included as part of Exhibit C:

- ACE responded stating that as "a result of any potential impacts to tributaries within the Meramec River watershed, the project may require further permit review.... under Section 404 of the Clean Water Act." ACE further states, if "there are any proposed impacts to waters within the alignment, the Corps requires the submittal of a 404-permit application and/or a delineation of waters on the project site and a summary of any

impacts to any wetlands or waters, including temporary impacts, bank stabilization plans or channel disturbances, prior to the commencement of the project.”

- FWS Local responded stating that the agency does not have any concerns about the proposed abandonment.
- NGS responded that a “thorough review (via NGS’ database and virtual reconnaissance) of the area show no geodetic control that would be displaced” by the proposed abandonment.
- The State Clearinghouse responded, that it “in cooperation with state and local agencies interested or possibly affected, has completed the review” of the proposed abandonment. It further stated that “[n]one of the agencies involved in the review had comments or recommendations to offer at this time.”

(ii) Applicant does not believe that the proposed abandonment will have any adverse effect on any prime agricultural land. Consultation notices were sent to the potentially concerned agencies listed in paragraph 3(i) above, and as indicated, no responses have been received.

(iii) The State of Missouri does not participate in the National Coastal Zone Management Program.

(iv) Applicant believes that the right of way may be suitable for public purposes and understands that DNR is interested in the Subject Line for trail use. *See* Exhibit C.

4. ENERGY

The Subject Line serves no overhead traffic, and no local service has been provided to or from the Subject Line since before V&S acquired the Subject Line in 2014. As such,

- (i) the proposed abandonment will have no effect on the transportation of energy sources;
 - (ii) the proposed abandonment will have no effect on recyclable commodities;
 - (iii) the proposed abandonment will be no effect on overall energy efficiency;
- and

(iv) the proposed abandonment will not divert any traffic from rail to motor carriage.

The effects of the proposed abandonment will not exceed the thresholds set forth in 49 CFR 1105.7(e)(4)(iv).

5. AIR

The proposed abandonment will not result in any increases in rail or truck traffic or rail yard activity. The effects of the proposed abandonment will not exceed the thresholds set forth in 49 CFR 1105.7(e)(5).

6. NOISE

Applicant does not believe that the proposed abandonment will result in any increase in noise levels.

7. SAFETY

Applicant does not believe that the proposed abandonment will have any adverse effect on public health or safety.

8. BIOLOGICAL RESOURCES

(i) Applicant has consulted with the FWS Local, as well as to the following agencies that are potentially concerned with biological resources: DNR, NPS National, NPS Local, ACE, NRCS National, and NRCS Local. Copies of these consultation letters are attached as part of Exhibit B. As stated above in section 3(i), Applicant received a response from ACE and FWS Local. *See* Section 3(i) for the ACE and FWS Local responses.

(ii) Applicant does not believe that there are any wildlife sanctuaries or refuges, National or State parks or forests in the vicinity of the proposed abandonment.

Consultation letters were sent to the agencies identified in the paragraph 8(i) and Applicant has not received any responses.

9. WATER

(i) The proposed abandonment and any salvage will be handled in a manner that is consistent with the applicable local, State and Federal water quality standards. Applicant consulted with the agencies identified in paragraph 8(i) and responses to date are incorporated under that section.

(ii) Applicant sent a consultation letter regarding the proposed abandonment to the U.S. Army Corps of Engineers. A copy of this letter is attached as part of Exhibit B. As stated above in section 3(i), Applicant received a response from ACE that as “a result of any potential impacts to tributaries within the Meramec River watershed, the project may require further permit review.... under Section 404 of the Clean Water Act.” ACE further states, if “there are any proposed impacts to waters within the alignment, the Corps requires the submittal of a 404-permit application and/or a delineation of waters on the project site and a summary of any impacts to any wetlands or waters, including temporary impacts, bank stabilization plans or channel disturbances, prior to the commencement of the project.”

(iii) Applicant does not believe that a Section 404 permit will be required because (1) all of the work will be performed exclusively within the right of way; (2) there will be no impacts or disturbances to wetlands or waters, including temporary impacts, bank stabilization plans or channel disturbance; (3) all bridges, trestles, culverts and other drainage control devices will remain in place; and (4) the right of way (and any drop-offs on the railbed that may have been caused by erosion) will be graded smooth.

Consultation letters were also sent to DNR and EPA. Copies of these letters are attached as part of Exhibit B. As stated above in section 3(i), Applicant received a response from DNR, but DNR does not raise any specific Clean water Act concerns.

10. PROPOSED MITIGATION

Since no adverse environmental impacts are expected, no mitigation is proposed.

11. ADDITIONAL INFORMATION FOR RAIL CONSTRUCTION

Not applicable.

12. CONSULTATION

As shown by the copies of letters attached as Exhibit B, Applicant has consulted with the following agencies: NRCS Local, NRCS National, EPA Region 1, ACE, NPS National, NPS Local, FWS Local, NGS, MDOT, DNR, Franklin County, and the State Clearinghouse.⁴

13. CERTIFICATIONS

Applicant certifies that:

- (a) It consulted with the agencies listed in 49 CFR 1105.7, as described in paragraph 12 above.
- (b) On this date, it sent copies of this report to each of the agencies consulted as shown on the attached certificate of service. Applicant initially provided this report under the wrong docket number. Applicant has re-sent copies of this report under the correct docket number.

⁴ The letters attached as Exhibit B contain a typo in the docket number. Consulted agencies have been made aware of this error and have been provided with the correct docket number.

- (c) Notice of the proposed abandonment is scheduled to be re-published in the *Missourian* on September 10, 2022. A copy of the form of notice and certification of newspaper publication are attached as Exhibit D.
- (d) Applicant will not file its verified notice of abandonment until at least twenty (20) days after the consulted agencies have been served with a copy of this report.

HISTORIC REPORT (49 CFR 1105.8)

1. U.S.G.S TOPOGRAPHIC MAP

U.S.G.S. topographic maps showing the location of the proposed abandonment are attached as Exhibit E.

2. DESCRIPTION OF RIGHT OF WAY

Applicant seeks an exemption to abandon the Subject Line. The Subject Line is located primarily in rural Missouri traversing a forested area. The right of way is generally 50 feet wide. The right of way is crossed by approximately eight public crossings.

3. PHOTOGRAPHS OF HISTORIC STRUCTURE(S)

V&S is unsure if historic structures exist on the Subject Line, but believes that the infrastructure to support the railbed may include structures over 50 years old including: an I-beam bridge, seven stone arches culverts, one wood box culvert, eight stone box culverts, and twenty-two other culverts. The right-of-way is obstructed by vegetation and difficult to access. Applicant has been unable to obtain photographs in support of this report.

4. DATES OF CONSTRUCTION OF HISTORIC STRUCTURE(S)

V&S has no documents that pertain to any structures on the Subject Line which are over 50 years old.

5. HISTORY OF CARRIER OPERATIONS IN THE AREA

V&S acquired the subject line in 2014.⁵ V&S acquired the Subject Line from Missouri Central Railroad Company (“MCRR”). MCRR acquired the Subject Line as part of its larger acquisition of the former Rock Island Line extending between milepost 19.0 at Vigus, MO and

⁵ *V and S Railway, LLC. – Acquisition Exemption – Line of Missouri Central Railroad Company*, STB Finance Docket 35868 (served Nov. 28, 2014).

milepost 263.5 at Pleasant Hill, MO.⁶ In 2004, the Central Midland Railway Company (“CMRC”) obtained Board authority to operate the MCRR line.⁷

On December 8, 2014, the Board issued a Notice of Exemption for MCRR to abandon and CMRC to discontinue 144.3 miles of rail line from milepost 215.325 (near Windsor) in Pettis County, MO to milepost 71.6 (near Beaufort) in Franklin County, MO including a 0.6 of a mile segment not relevant to this proceeding.⁸ In that same year, V&S acquired the 9.71 mile remainder of the MCRR line that is the Subject Line.

According to the Board’s Office of Environmental Analysis Environmental Assessment of the MCRR abandonment, this rail corridor that includes the Subject Line is part of the former Rock Island Line which connected Chicago with the Mississippi in 1854.⁹ The MCRR segment of the line is now rail banked under a Notice of Interim Trail Use with DNR.¹⁰ V&S understands that DNR may also be interested in entering into a NITU for the Subject Line.

⁶ *Missouri Central Railroad Company – Acquisition and Operation – Lines of Union Pacific Railroad Company*, STB Finance Docket No. 33508 (served Jan. 27, 1998)

⁷ *Central Midland Railway Co. – Lease and Operation Exemption – Missouri Central Railroad Co.* – STB Finance Docket No.

⁸ *Environmental Assessment, Missouri Central R.R. Co. – Abandonment Exemption – in Cass, Pettis, Benton, Morgan, Miller, Cole, Osage, Maries, Gasconade, and Franklin Counties, Mo.* STB Docket No. AB 1068 (Sub-No. 3X) and *Central Midland Railway Co. – Discontinuance of Service Exemption – in Cass, Pettis, Benton, Morgan, Miller, Cole, Osage, Maries, Gasconade, and Franklin Counties, Mo.* STB Docket No. AB 1070 (Sub-No. 3X), slip op. at 5 (served Dec. 12, 2014).

⁹ *Missouri Central R.R. Co. – Abandonment Exemption – in Cass, Pettis, Benton, Morgan, Miller, Cole, Osage, Maries, Gasconade, and Franklin Counties, Mo.* STB Docket No. AB 1068 (Sub-No. 3X); *Central Midland Railway Co. – Discontinuance of Service Exemption – in Cass, Pettis, Benton, Morgan, Miller, Cole, Osage, Maries, Gasconade, and Franklin Counties, Mo.* STB Docket No. AB 1070 (Sub-No. 3X).

¹⁰ *Notice of Property Transfer* filed by MCRR and the Missouri Dept. of Nat. Resources, *Missouri Central R.R. Co. – Abandonment Exemption – in Cass, Pettis, Benton, Morgan, Miller, Cole, Osage, Maries, Gasconade, and Franklin Counties, Mo.* STB Docket No. AB 1068 (Sub-No. 3X)(entered as part of public record Dec. 15, 2021).

Upon the V&S acquisition of the Subject Line, it did not operate it and instead acquired it subject to a lease with CMRC which operated the Subject Line until April 17, 2022 – the effective date of CMRC’s discontinuance petition.¹¹

The Subject Line is located in Franklin County, MO. It is an approximately 9.71 portion of stub-ended rail line that was once a small segment of the MCRR line. There is no overhead traffic on the Subject Line. There have been no common carrier rail operations on or over the Subject Line since before V&S acquired the subject line in 2014.

6. SUMMARY OF STRUCTURE DOCUMENTATION

V&S has no documentation pertaining to any structures over 50 years old.

7. OPINION REGARDING CRITERIA FOR LISTING

Based on readily available information in V&S’s possession, V&S does not believe that the Subject Line or right of way represent an historical resource or that any protective conditions are warranted. However, Applicant has given notice of the proposed abandonment to the Missouri Department of Natural Resource, State Historic Preservation Office (“SHPO”). Correspondence with the SHPO is included as part of Exhibit F. The SHPO responded that no historic properties are affected by the proposed abandonment.

8. ENVIRONMENTAL CONDITIONS

Applicant is unaware of any prior subsurface ground disturbance or fill, or environmental conditions which might affect the archeological recovery of resources or the surrounding terrain. Moreover, Applicant intends to remove the rail and track materials for salvage. Ties will be

¹¹ *Central Midland Railroad Company – Discontinuance of Service Exemption – in Franklin County, Mo.* STB Docket No. AB 1070 (Sub-No. 4X)(served Mar. 18, 2022).

disposed of at a certified landfill. Any salvage will take place within the right of way, would be surface work only and would not disturb subsurface resources.

Respectfully submitted,



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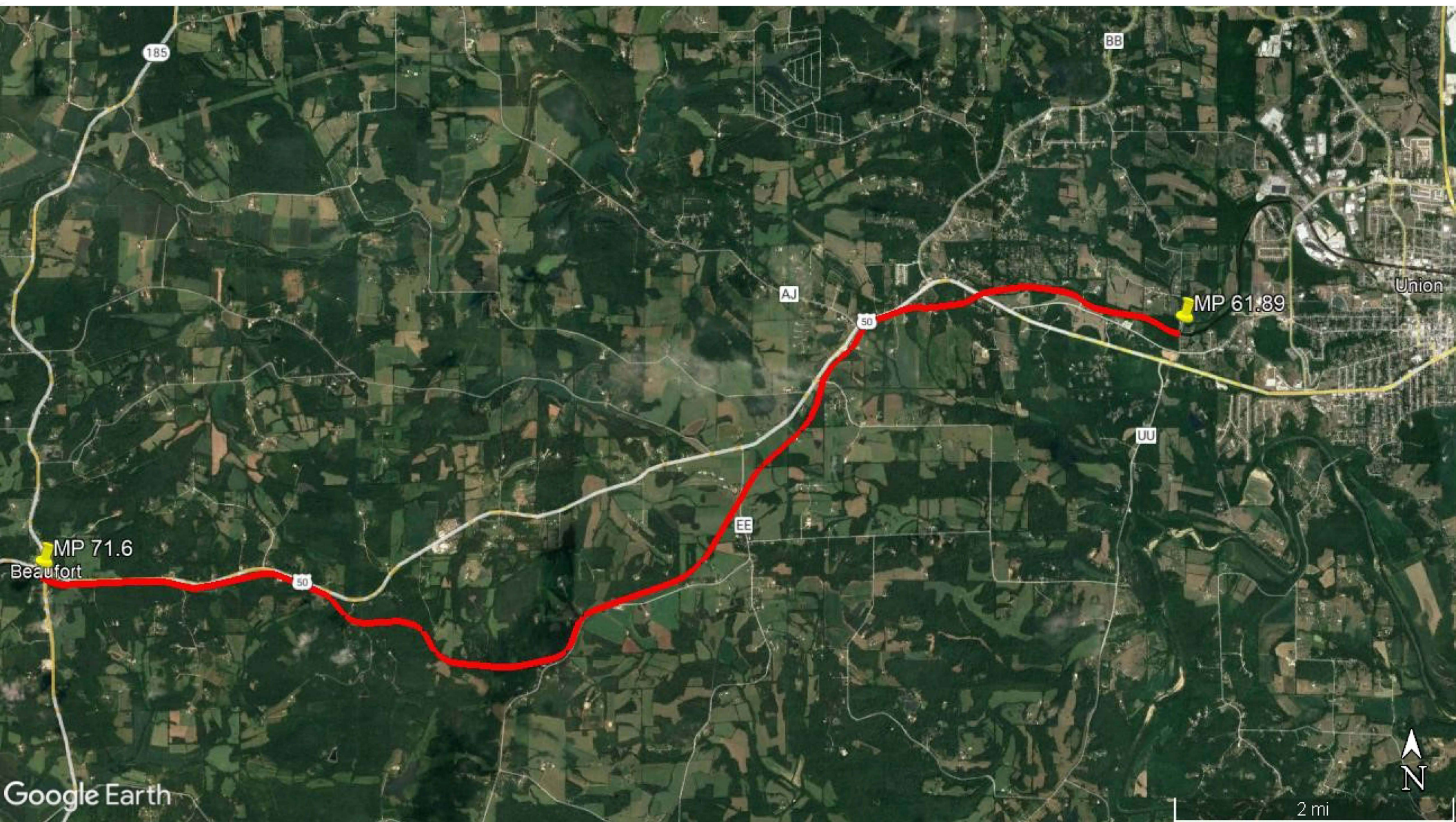
Counsel for V and S Railway, LLC.

Dated: September 6, 2022

ENVIRONMENTAL/HISTORIC REPORT

EXHIBIT A

MAP



ENVIRONMENTAL/HISTORIC REPORT

EXHIBIT B

CORRESPONDENCE WITH CONSULTED AGENCIES



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May 11, 2022

VIA EMAIL AND/OR FIRST-CLASS MAIL

ALL AGENCIES ON THE
ATTACHED SERVICE LIST

Re: V and S Railway, LLC – Abandonment Exemption –
in Franklin County, Missouri
Surface Transportation Board Docket No. AB 604 (Sub-No. 5X)

To Whom it May Concern:

This letter is to advise you that V and S Railway, LLC ("V&S") intends to file a notice for exemption for V&S to abandon approximately 9.71 miles of rail line (the "Subject Line") from Milepost 61.89 at Union to Milepost 71.6 at Beaufort in Franklin County, Missouri (the "Subject Line").

The Subject Line traverses through United States Postal Service ZIP Codes 63013 and 63084. A map of the Subject Line is attached as Exhibit A.

V&S plans to file with the Surface Transportation Board ("STB") a notice of exemption pursuant to the provisions of 49 CFR § 1152.50 to enable V&S to abandon the Subject Line, on or after July 1, 2022 in STB Docket No. AB 604 (Sub-No. 5X).

Based upon information in V&S's possession, the Subject Line does not contain federally granted rights of way.

V&S intends to salvage the rail, ties, and other track materials. V&S believes that the abandonment will not have a significant effect upon the environment.

In advance of preparing an environmental report as required by applicable STB regulations, we are consulting with appropriate agencies such as yours as to any concerns which they may have as to environmental effects of the proposed abandonment.

We would appreciate an expression from you by June 11, 2022 that, within the area of your authority, you do not perceive that the abandonment will have a significant effect upon the environment (or expressing any concerns that you have). If you have any questions about the railroad's proposal or if you need assistance in this matter, please call me at (202) 772-0916.

Thank you for your cooperation.

May 11, 2022
Page 2

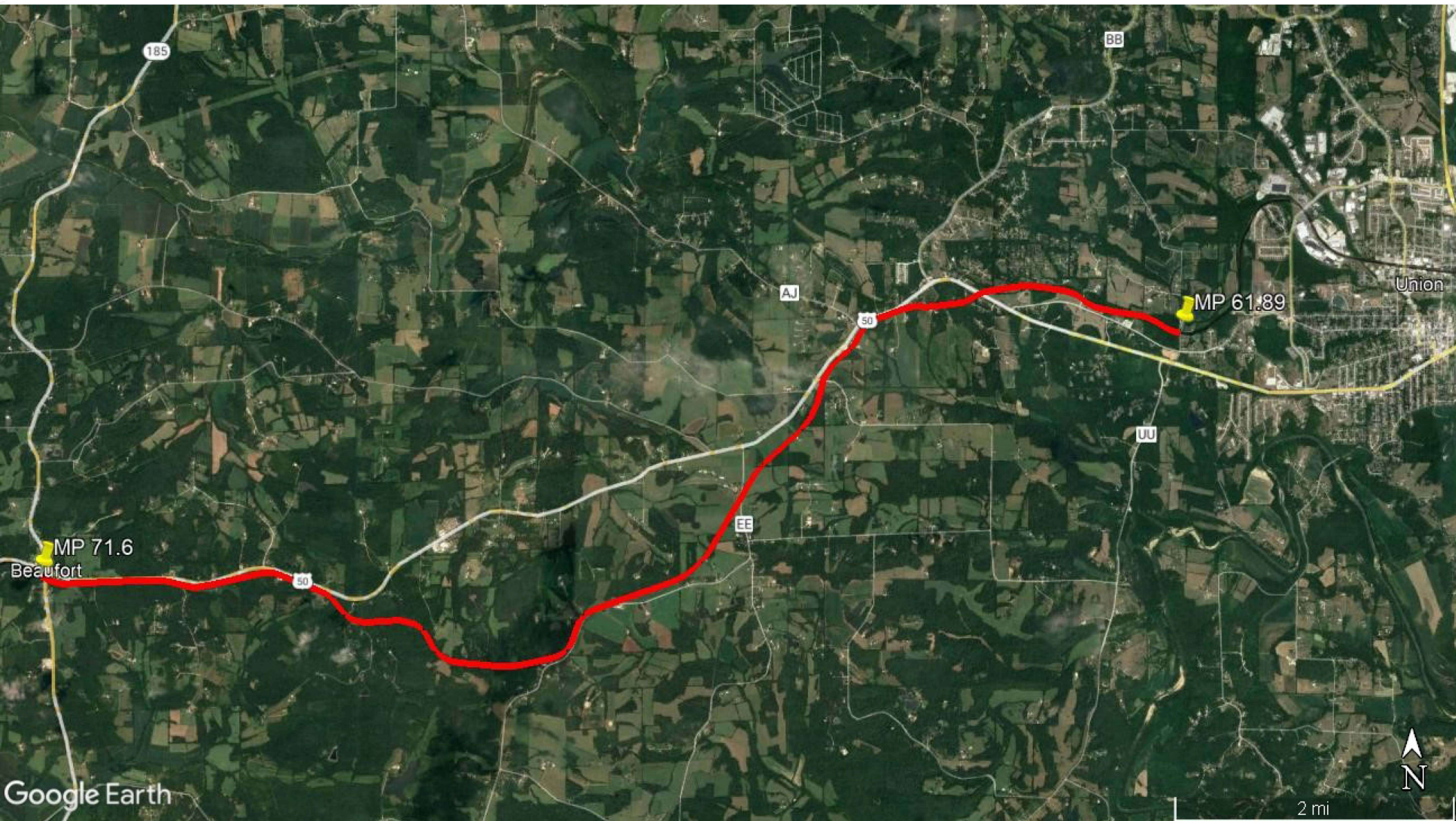
Sincerely,

A handwritten signature in blue ink that reads "Justin J. Marks". The signature is written in a cursive, flowing style.

Justin J. Marks
Counsel to V and S Railway, LLC

Enclosure

EXHIBIT A



<p>Scott Edwards, State Conservationist USDA Natural Resources Conservation Service 601 Business Loop, 70 West Suite 250 Columbia, MO 65203</p> <p>scott.edwards@usda.gov</p>	<p>Meg McCollister, Regional Administrator Office of the Regional Administrator US EPA Region 7 11201 Renner Blvd. Lenexa, KS 66219</p>
<p>United States Department of Agriculture Natural Resources Conservation Service Office of the Chief 1400 Independence Ave., SW Room 5105-A Washington, DC 20250</p>	<p>U.S. Army Corps of Engineers St. Louis District Regulatory Branch 1222 Spruce Street St. Louis, MO 63103</p> <p>mvs-regulatory@usace.army.mil</p>
<p>National Park Service 1849 C Street, NW Washington, DC 20240</p>	<p>National Park Service Regional Director Midwest Region, Region 3,4,5 601 Riverfront Drive Omaha, NE 68102-4226</p>
<p>United States Fish & Wildlife Service Midwest Region 5600 American Boulevard West Suite 990 Bloomington, MN 55437-1458</p>	<p>National Geodetic Survey</p> <p>ngs.infocenter@noaa.gov</p>
<p>Department of Natural Resources 1101 Riverside Drive PO Box 176 Jefferson City, MO 65102-0176</p> <p>dnrwebcontact@dnr.mo.gov</p>	<p>Missouri Department of Transportation Multimodal Division 105 W. Capitol Ave. Jefferson City, MO 65102</p>
<p>The Honorable Tim Brinker, Presiding Commissioner Franklin County Commission 400 East Locust Street Union, Missouri 63084</p> <p>tbrinker@franklinmo.net</p>	<p>Missouri Federal Assistance Clearinghouse Office of Administration Missouri State Capitol Building, Room 125 201 West Capitol Avenue, P.O. Box 809 Jefferson City, MO 65101</p> <p>igr@oa.mo.gov</p>

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September 1, 2022

VIA EMAIL

Troy Hughes
Administrator of Railroads

Troy.hughes@modot.mo.gov

Re: V and S Railway, LLC – Abandonment Exemption –
in Franklin County, Missouri
Surface Transportation Board Docket No. AB 604 (Sub-No. 5X)

Dear Mr. Hughes:

On June 10, 2022, the Missouri Department of Transportation ("MoDOT") responded to the V and S Railway's ("V&S") request for comment on its proposed abandonment of approximately 9.71 miles of Rail Line in Franklin County, Missouri.

MoDOT expressed concerns with the environmental effects that the proposed track removal would have on the condition of the roadways crossed by the Rail Line and asks that to alleviate MoDOT's concerns, V&S submit a Plan to each affected Road Authority with the following components summarized here as: 1) traffic control and a traffic control plan; 2) removal of track materials from any roadway or pedestrian crossings; 3) removal of any devices at the crossings; and 4) requiring V&S to obtain any and all necessary permits from the appropriate Road Authority.

MoDOT's requested conditions are inconsistent with the prior experience of V&S's affiliate company, A&K Railroad Materials, Inc. ("A&K"), when it salvaged rail, ties, and other track materials along the adjacent rail segment following the abandonment by the Missouri Central Railroad Company ("MCRR") in 2015 that resulted in railbanking under a Notice of Interim Trail Use ("NITU"). MoDOT did not request these conditions on MCRR with respect to A&K's prior railroad salvage operations nor did MoDOT express any dissatisfaction with A&K's prior salvage. Thus, V&S is unclear as to why MoDOT is requesting these conditions of V&S in this instance.

If a distinguishing factor here is that the MCRR segment was not abandoned and instead was salvaged under a NITU, V&S understands that the Missouri Department of Natural Resources is interested in this rail line for trail use.

Regardless, it is V&S's intention to adopt the same method for conducting its salvage operations as A&K. As such, all bridges, trestles, public road crossings, culverts and other drainage control devices and any other structures located on or alongside the right of way will remain in place and not be damaged in the removal of the track materials. Dirt road crossings

September 1, 2022
Page 2

will be removed and then graded smooth. Finally, V&S will furnish such flagmen or watchmen as may be necessary for traffic control at public road crossings.

V&S believes that A&K's prior salvage should satisfy any of MoDOT's concerns, and V&S does not believe that the conditions suggested by MoDOT should be imposed as a condition of V&S's abandonment of the Rail Line.

Sincerely,

A handwritten signature in blue ink that reads "Justin J. Marks". The signature is written in a cursive, flowing style.

Justin J. Marks
Counsel to V and S Railway, LLC

ENVIRONMENTAL/HISTORIC REPORT

EXHIBIT C

AGENCY RESPONSES

Marks, Justin J.

From: Herrington, Karen <karen_herrington@fws.gov>
Sent: Thursday, May 26, 2022 1:50 PM
To: Marks, Justin J.
Subject: V&S Railway, LLC Abandonment Exemption

[External Message]

Mr. Marks,

The U.S. Fish and Wildlife Service has reviewed your correspondence dated May 11, 2022, regarding the abandonment of 9.71 miles of rail line in Franklin County, Missouri. We do not have any concerns about the proposed project. Please let me know if you need any additional assistance.

Best,

Karen Herrington
Field Supervisor
Missouri Ecological Services Field Office
U.S. Fish and Wildlife Service
cell: 573-356-1721 (preferred)
she/her/hers: [why pronouns matter](#)

June 10, 2022

Mr. Justin J. Marks
Clark Hill
1001 Pennsylvania Ave. N.W.
Suite 1300 South
Washington, DC 20004

RE: V and S Railway, LLC – Abandonment Exemption –
Franklin County, Missouri Department of Transportation
Surface Transportation Board Docket No. AB 604 (Sub-No. 5X)

Dear Mr. Marks,

This letter is in response to V and S Railway's (Railroad) request for environmental concerns and comments regarding the Railroad's intention to file a notice for exemption to abandon approximately 9.71 miles of Rail Line in Franklin County, MO. The Missouri Department of Transportation (MoDOT or Department) has concerns with the environmental effects that the proposed track removal would have on the condition of the roadway; specifically, where the track crosses a public route at grade. In order to alleviate MoDOT's concerns, the Department requests the Railroad, submit a Plan to the appropriate Road Authority which includes the following components:

1. Traffic Control for any construction activity that affects a traveled roadway. The traffic control plan must meet or exceed the Road Authority's current requirements and the Manual on Uniform Traffic Control Devices;
2. Track materials must be removed from any roadway or pedestrian crossings. The roadway or pedestrian path shall be repaired to the Road Authority's current standards;
3. Any devices at the crossing, including but not limited to, signs, posts, flashing lights and gates shall be removed with the ground surface restored to a condition acceptable to the Road Authority; and
4. Any and all necessary permits from the Road Authority must be obtained by the Railroad.

Elements of the Plan that affect public safety should be signed and sealed by a Professional Engineer licensed in the State of Missouri. The Plan shall be approved by the Road Authority before the Railroad begins any removal activities.



Please direct any questions or request for information to Troy Hughes, Administrator of Railroads, (573) 751-7476 or troy.hughes@modot.mo.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick K. McKenna". The signature is fluid and cursive, with a long horizontal stroke at the end.

Patrick K. McKenna
Director

Marks, Justin J.

From: deborah.brooks <ngs.infocenter@noaa.gov>
Sent: Tuesday, May 17, 2022 7:35 PM
To: Marks, Justin J.
Subject: [JIRA] (IMOV-9257) Railroad Abandonment in Franklin County, MO

[External Message]

A comment is added on your issue:

Re: Railroad Abandonment in Franklin County, MO

Good Evening Atty. Marks,

A thorough review (via NGS' database and virtual reconnaissance) of the area show no geodetic control that would be displaced by this proposed abandonment.

Regards,
Deborah Brooks
Communications Specialist
NGS Infocenter
ngs.infocenter@noaa.gov
301-713-3242

National Geodetic Survey



Michael L. Parson
Governor

State of Missouri
OFFICE OF ADMINISTRATION
Post Office Box 809
Jefferson City, Missouri 65102
Phone: (573) 751-1851
Fax: (573) 751-1212

Kenneth J. Zellers
Commissioner

May 31, 2022

Justin Marks
1001 Pennsylvania Avenue
Suite 1300 South
Washington, DC 20004

Subject: 2211033
Legal Name: Clark Hill
Project Description: V and S Railway, LLC - Abandonment
Exemption - in Franklin County, MO / Surface Transportation Board
Docket No. AB 604 (Sub-No. 5X)

The Missouri Federal Assistance Clearinghouse, in cooperation with state and local agencies interested or possibly affected, has completed the review on the above project application.

None of the agencies involved in the review had comments or recommendations to offer at this time. This concludes the Clearinghouse's review.

A copy of this letter is to be attached to the application as evidence of compliance with the State Clearinghouse requirements.

Sincerely,

A handwritten signature in purple ink that reads "Sara VanderFeltz".

Sara VanderFeltz
Administrative Assistant

cc:



REPLY TO
ATTENTION OF:

**DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT CORPS OF ENGINEERS
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833**

May 25, 2022

Regulatory Branch
File Number: MVS-2022-349

Mr. Justin Marks
Clark Hill
1001 Pennsylvania Ave NW
Suite 1300 South
Washington DC., 20004
jmarks@ClarkHill.com

Mr. Marks:

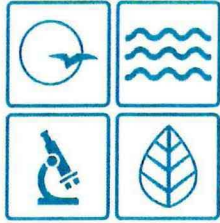
We have reviewed the notice concerning the project known as V and S Railway LLC- Abandonment Exemption. The project includes the abandonment of approximately 9.71 miles of rail line from Milepost 61.89 at the City of Union to Milepost 71.6 at the City of Beaufort.

Section 404 of the Clean Water Act assigns responsibility to the Secretary of the Army to administer a permit program to regulate the placement of dredged or fill material into waters of the United States. The placement of any dredged or fill material or grading within waters of the United States below the ordinary high-water elevation, or in wetlands adjacent to these waters, must be authorized by a Section 404 permit.

As a result of any potential impacts to tributaries within the Meramec River watershed, the project may require further permit review from the Corps of Engineers, under Section 404 of the Clean Water Act. If there are any proposed impacts to waters within the alignment, the Corps requires the submittal of a 404-permit application and/or a delineation of waters on the project site and a summary of any impacts to any wetlands or waters, including any temporary impacts, bank stabilization plans or channel disturbances, prior to the commencement of the project.

If you have any questions concerning this matter, do not hesitate to contact me at (314) 331-8579. Please refer to file number MVS-2022-349. The St. Louis District Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to go to our Customer Service Survey found on our web site at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Jennifer L. Skiles
Missouri Project Manager
Regulatory Branch



MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Michael L. Parson
Governor

Dru Buntin
Director

June 7, 2022

Justin J. Marks
Clark Hill
1001 Pennsylvania Avenue N.W.
Suite 1300 South
Washington, DC 20004

RE: V and S Railway, LLC—Abandonment Exemption – Franklin County, Missouri
Surface Transportation Board Docket No. AB 604 (Sub-No. 5X)

Dear Mr. Marks:

The Missouri Department of Natural Resources received your correspondence dated May 11, 2022, indicating that V and S Railway, LLC (V&S) intends to file a notice for exemption for V&S to abandon approximately 9.71 miles of rail line from Milepost 61.89 at Union to Milepost 71.6 at Beaufort in Franklin County, Missouri on or after July 1, 2022.

In December 2021, the Department acquired 144 miles of the former Chicago, Rock Island, and Pacific Railroad corridor from Missouri Central Railroad Company, stretching from Milepost 71.6 in Beaufort to Milepost 215.325 in Windsor, Missouri. The Department plans to develop a public recreational trail in sections over the next several years and is currently conducting public meetings with stakeholders and representatives from communities located along the corridor. At closing, the Missouri Central Railroad Company also assigned to the Department all its rights to the enclosed “Trail Use License Agreement” dated February 27, 2015, which conveys a non-exclusive license, of varying width, over an approximately 12.6 mile long portion of V&S property (outside the railbed) to develop, construct, and operate a trail. This licensed area extends from milepost 71.6 near Beaufort, MO milepost 59, near Union, MO, largely overlying the 9.71 mile of rail line proposed by V&S for exempted abandonment. The Department had hoped to work with V&S in the future to develop this “rail with trail” as time and funding allowed.

The purpose of this correspondence is to notify you that because V&S is now pursuing exempted abandonment of this section of the rail line, the Department intends to file a request for a Notice of Interim Trail Use and the issuance of a Public Use Condition with the U.S. Surface Transportation Board for this 9.71 mile section of V&S right-of-way. Railbanking this section of the line has the dual benefit of preserving the corridor for future rail use and providing an important link in the planned connection of the 240 mile Katy Trail State Park with the 191 mile Rock Island corridor that spans from Pleasant Hill to Beaufort, Missouri. The Katy Trail is currently the longest developed rail-trail in the country. Connecting these two trails could lead to




Justin J. Marks

Page Two

the development of a continuous 400+ mile loop of recreational trail in Missouri, presenting significant economic development and outdoor recreation opportunities for the State.

The Department would appreciate the opportunity to meet and discuss the possibility of negotiating acquisition. If V&S would be willing to participate in such a discussion, please contact me at your earliest convenience so we can identify mutually agreeable dates and locations. I can be reached at 573-751-7987 or Rebecca.mckinstry@dnr.mo.gov.

Sincerely,



Rebecca McKinstry
Deputy General Counsel

RMK:ts

Enclosure

c: Dru Buntin, Department Director
Mike Sutherland, Department Deputy Director
TJ Graven, Department Legislative Liaison
David Kelly, Division Director
Zane Price, Real Estate Manager



DocId:8493358

Tx:4367795

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Assignment of Trail Use License Agreement

DATE OF DOCUMENT: December 14, 2021

GRANTOR: Missouri Central Railroad Company

Mailing Address: c/o Ameren Services
P.O. Box 66149, Code 700
St. Louis, Missouri 63166-6149
Attention: Director, Real Estate

GRANTEE: Missouri Department of Natural Resources

Mailing Address: DNR/Division of State Parks
Real Estate Section
P.O. Box 176
Jefferson City, Missouri 65102

LEGAL DESCRIPTION: See Exhibit A of Attachment 1 Attached
Hereto

REFERENCE BOOK & PAGE: N/A DOCUMENT # 1503181
3/12/15

ASSIGNMENT OF TRAIL USE LICENSE AGREEMENT

THIS ASSIGNMENT OF TRAIL USE LICENSE AGREEMENT ("Agreement") is entered into as of this 14th day of December 2021, between MISSOURI CENTRAL RAILROAD COMPANY, a Delaware corporation, with an address c/o Ameren Services, P.O. Box 66149, Code 700, St. Louis, Missouri 63166-6149, Attention: Director, Real Estate ("Assignor"), and the MISSOURI DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Missouri, with an address of DNR/Division of State Parks, Real Estate Section, P.O. Box 176, Jefferson City, Missouri 65102 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is a signatory to that certain Trail Use License Agreement ("TULA"), dated 2015, with V and S Railway LLC ("V&S") attached as **Attachment 1** that includes a legal description in Exhibit A of Attachment 1;

WHEREAS, pursuant to the TULA, Assignor has various rights, including but not limited to a non-exclusive license to develop, construct, and operate a trail on the V&S right-of-way, but outside the rail bed, from approximately the intersection of the V&S rail line with Highway 185 (milepost 71.6, near Beaufort, MO) to approximately the intersection of the V&S rail line with Highway 47 (milepost 59, near Union, MO), all as more fully described in the TULA;

WHEREAS, Assignor and Assignee are parties to that certain Third Interim Trail Use and Real Estate Donation Agreement dated as of December 17, 2019 (the "Third ITUA") and Assignor is concurrently conveying (or has already conveyed) to Assignee under the Third ITUA its interests in a certain right-of-way located in Cass, Pettis, Benton, Morgan, Miller, Cole, Osage, Maries, Gasconade, and Franklin Counties, Missouri, in two segments: (1) between milepost 215.325, near Windsor, Missouri, and milepost 71.6 near Beaufort, Missouri, and (2) between mileposts 263.5 and 262.906 near Pleasant Hill, Missouri, all as more fully described in the Third ITUA;

WHEREAS, Section 2(f) of the Third ITUA requires Assignor to assign, and Assignee to accept assignment of, the TULA;

NOW THEREFORE, subject to the terms of the Third ITUA and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, and Assignee hereby assumes, the TULA.

1. Assignment and Assumption

Assignor hereby assigns to Assignee the TULA. For purposes of emphasis and not by way of limitation, the assignment is subject to the terms and conditions of the Third ITUA and TULA.

2. Assumption

Assignee hereby accepts the TULA and assumes all the obligations thereunder on or after the effective date of this Agreement.

3. Other agreements

Assignor shall retain benefits and remain responsible for all duties and obligations that arise under all other agreements.

4. Miscellaneous

None of the terms or provisions of this Agreement may be waived, altered, modified, or amended except by an instrument in writing duly executed by Assignor and Assignee. This Agreement and all obligations of the parties hereunder shall be binding upon, and shall inure to the benefit of, the parties' successors and assigns.

All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the TULA or Third ITUA, as appropriate.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed and delivered as of the date first set forth above.

Assignor:

Missouri Central Railroad Company

By: Mark C Birk
Mark Birk, President

STATE OF MISSOURI)
) SS.
~~CITY OF ST. LOUIS~~)
COUNTY OF MILLER

On this 14th day of December in the year 2021 before me, Jennifer A. Alexander
a Notary Public in and for said state, personally appeared
Mark Birk, President of Missouri Central Railroad Company, a Delaware corporation, known to
me to be the person who executed the within Assignment in behalf of said corporation and
acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in
the County and State aforesaid on the day and year above written.



JENNIFER A. ALEXANDER
My Commission Expires
February 22, 2024
Miller County
Commission #12288775

Jennifer A. Alexander
Notary Public
Print Name: Jennifer A. Alexander

My Commission Expires:

February 22, 2024

Assignee:

Missouri Department of Natural
Resources

By: Dru Buntin
Dru Buntin, Director

STATE OF MISSOURI)
) SS.
~~CITY OF ST. LOUIS~~)
COUNTY OF MILLER

On this 14th day of December in the year 2021 before me, Jennifer A. Alexander, a Notary Public in and for said state, personally appeared Dru Buntin, Director of the Missouri Department of Natural Resources, an agency of the State of Missouri, known to me to be the person who executed the within Assignment in behalf of said agency and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.



JENNIFER A. ALEXANDER
My Commission Expires
February 22, 2024
Miller County
Commission #12268775

Jennifer A. Alexander
Notary Public
Print Name: Jennifer A. Alexander

My Commission Expires:

February 22, 2024

Attachment 1
to Assignment of Trail Use License Agreement



JENNIFER L. METCALF
RECORDER OF DEEDS
FRANKLIN COUNTY
STATE OF MISSOURI
DOCUMENT# 1503181
03/12/2015 1:54 PM
FEE: \$1.00
PAGES: 20



CK 2539

Space Above Line Reserved for Recorder's Use

1. **Title of Document:** Trail Use License Agreement
2. **Date of Document:** February 27, 2015
3. **Grantee:** Missouri Central Railroad Company, a Missouri corporation
4. **Grantor:** V and S Railway LLC, a Nevada limited liability company
5. **Statutory Mailing Addresses:** **Grantee:**

Missouri Central Railroad Company
1901 Chouteau
St. Louis, Missouri 63103
Attention: President

Grantor:

V and S Railway LLC
1505 South Redwood Road
Salt Lake City, Utah 84104
Attention: Doug Davis, Vice-
President and General Counsel
6. **Legal description:** See Exhibit A annexed to the document.
7. **Reference(s) to Book(s) and Page(s):** Not Applicable

TRAIL USE LICENSE AGREEMENT

THIS TRAIL USE LICENSE AGREEMENT (this "License Agreement") is entered into as of the 27th day of February, 2015 (the "Effective Date"), by and between V and S Railway LLC, a Nevada limited liability company ("Licensor"), and Missouri Central Railroad Company, a Delaware corporation ("Licensee").

WITNESSETH:

WHEREAS, Licensor is a Class III common carrier railroad, as defined by the United States Surface Transportation Board.

WHEREAS, Licensor is now the owner of the former Rock Island railway corridor running approximately from Vigus, Missouri to Beaufort, Missouri, a portion of which is situated in Franklin County, State of Missouri and described on Exhibit A hereto (such portion in Franklin County, Missouri, is hereinafter called, the "Licensor Property");

WHEREAS, Licensee has requested that Licensor convey to Licensee a non-exclusive license, of varying width over an approximately 12.6-mile long portion of the Licensor Property outside of Licensor's rail beds, from approximately the intersection with Licensor's rail line with Highway 185 near Beaufort, Missouri eastward towards the intersection of Highway 47, near Union, Missouri (approximately mile post 71.6 to mile post 59), excluding, however, any bridges or culverts now installed over this portion as of the Effective Date, as more specifically described on Exhibit B hereto (hereinafter, accounting for such exclusion, collectively the "License Premises"), to develop, construct, maintain, repair, replace, inspect and operate a new public hiking, biking and walking trail, including any new bridges or culverts necessary therefor (collectively, the "Licensee Use"); and

WHEREAS, Licensor has acquired the Licensor Property for continued railroad operations, which include, without limitation, installing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, expanding and removing a railroad line or lines and operating trains thereover, further including, without limitation, tracks, signals, bridges, switches, grade crossing materials, warning devices, and other trackage appurtenances, and ingress thereto and egress therefrom, together with upgrade, expansion, addition, renewal, replacement, relocation, and removal of the foregoing, and for all other uses permitted by Licensor on the Licensor Property (collectively, "Licensor's Operations"); and

WHEREAS, Licensor is willing to grant to Licensee, with the right of assignment to the designated third party as set out below, and Licensee agrees to accept, the license described herein for the Licensee Use, subject to the terms and conditions of this License Agreement;

NOW, THEREFORE, in consideration of the foregoing, the payment by Licensee to Licensor of the amounts specified in Section 9, and the following mutual covenants, terms and conditions, Licensor and Licensee agree as follows:

1. **Grant of License.** Licensor grants unto Licensee a non-exclusive license (the "License") over the License Premises for the Licensee Use, and for no other purpose or use

whatsoever. Licensee acknowledges that notwithstanding any provision of this License Agreement to the contrary, the License is a privilege and not a lease, easement or other interest in real property. By way of emphasis and not limitation, the License does not include the right to use any bridges, culverts or other structures now installed on the Licensor Property as of the Effective Date.

2. **Construction Standards and Approval.**

(a) The trail shall be designed in such manner that the trail shall be no closer than 15 feet from the edge of the track cross ties. The trail design shall be of varying width but on average not more than 25 feet. The trail shall not cross the track except at public grade crossings, and for its entire length shall be positioned on the Licensor's right-of-way to one side of the track.

(b) Any trail construction elected to be done by Licensee may include, without limitation, the following on the Licensee Premises: (i) bridges; (ii) culverts; (iii) a pedestrian sidewalk or board walk; (iv) a jogging trail; (v) a two-way, two-lane bike path; (vi) landscaping; (vii) irrigation systems; (viii) fencing; (ix) gates; (x) drainage facilities, including culverts, culvert extensions, inlets, drainage pipes, swales, and ditches; (xi) paving; (xii) street lighting; (xiii) benches; (xiv) bike racks; and (xv) paved parking lots (collectively, the "Facility").

(c) All work performed or caused to be performed by Licensee on the Facility or the License Premises shall be performed: (i) at Licensee's sole cost and expense; (ii) in accordance with any and all applicable laws, rules and regulations, including the Licensor's and Missouri Department of Natural Resources ("DNR") published rules and regulations; (iii) so as not to impair in any way existing bridges and culverts on the Licensor Property; and (iv) in a manner which is equal to or greater in quality than the then applicable standards of the industry for such work, including but not limited to, the safety standards as discussed in the August 2002 Report prepared by the U.S. Department of Transportation, Federal Highway Administration, Federal Railroad Administration, National Highway Traffic Safety Administration, and the Federal Transit Administration report entitled "Rails-with Trails: Lessons Learned" or any successor document.

(d) Prior to commencing any construction, Licensee shall deliver to Licensor work plans (the "Work Plans") showing any construction, reconstruction, installation, restoration, alteration, repair, replacement, removal, landscaping, fencing, gates and sign erection work that Licensee plans to perform on the License Premises, including, but not limited to, the construction of the Facility and all applications for permits therefor (collectively, any such work being referred to as the "Construction Work"). The Work Plans must be submitted to Licensor for written approval relative to the requirements of this Agreement. Written approval or rejection shall be provided no later than 90 days from date of submittal of the Work Plans to Licensor. Licensee shall not perform any Construction Work until receiving such written approval of the Work Plans from Licensor. Any substantial changes to the Work Plans after the initial approval by Licensor must be approved in writing by Licensor prior to their implementation. In no event shall approval by Licensor of the Work Plans be a representation that any such

plans comply with the applicable laws. Licensee shall comply with all laws applicable to the Construction Work, and shall be solely responsible for obtaining all required approvals and permits for the same.

(e) Except for repairs, replacements, maintenance and emergency work, the provisions of the foregoing section 2(d) shall apply to all work which may need to be performed on the License Premises after the initial construction of the Facility. In cases of emergency, Licensee shall notify Licensor's representative personally or by phone, if possible, prior to commencing such work or as soon as possible. Licensee may perform or cause to be performed the normal, day-to-day maintenance, repair or replacement work on the Facility or the License Premises without written notice to Licensor or submitted Work Plans approval, provided that Licensee or any party performing work on its behalf (i) has previously reviewed and accepted in writing the requirements of this License Agreement; (ii) has previously received Licensor's written approval to access the License Premises; (iii) abide by Licensor's requirements at all times while on the License Premises; and (iv) perform all such maintenance work from entirely within the License Premises or any adjacent property owned by Licensee.

3. **As-Built Drawings.** Within ninety (90) days after the substantial completion of the Facility, Licensee shall deliver to Licensor, for Licensor's review and approval, two (2) full sets of as built drawings for the Facility (the "Drawings"). At a minimum, the Drawings shall: (i) depict substantially the same improvements as shown in the approved Work Plans; (ii) include all changes to the Work Plans which were approved, in writing by Licensor; (iii) show all improvements and construction performed by Licensee, or caused to be performed by Licensee, on the License Premises; (iv) clearly indicate and label the area of the License Premises; (v) show the centerline of all railroad tracks existing on the Licensor Property as of the date that construction and installation of the Facility was substantially complete. To the extent that the Drawings indicate or show the Facility has not been constructed in compliance with the Work Plans approved by Licensor or any change thereto approved by Licensor, Licensee shall, at the request of Licensor, rebuild, reconstruct and/or reinstall the Facility, at Licensee's sole cost and expense, so that the Facility will be constructed, located and installed substantially in accordance with the approved Work Plans and the approved changes thereto, within 60 days of written demand by Licensor.

4. **Liens.** Licensee shall fully and promptly pay for all materials supplied to, consumed by, or used in connection with the Facility or the License Premises. Licensee shall promptly pay all persons who perform labor or services upon or for the License Property or Facility. Licensee shall not suffer or permit to be filed or enforced against the License Premises, the Licensor Property, the Facility, or any part thereof, any mechanics' liens, materialmen's liens, or other similar liens for labor, material or services arising out of or relating to any Construction Work or out of any other claim or demand of any kind. Upon the filing of any lien (or the giving of any notice that a lien could be asserted), Licensee shall immediately pay any such lien claims or demands. If Licensee desires to contest the validity of any lien, claim or demand, Licensee shall provide Licensor security in such form and amounts satisfactory to Licensor in Licensor's sole discretion to protect the License Premises, the Licensor Property, and the Facility from the attachment and enforcement of any such lien, claim or demand in the event that Licensee is unsuccessful in invalidating such lien, claim or demand. If, within fifteen (15)

days after written request therefor by Licensor, Licensee fails to discharge any lien, claim or demand, or fails to contest the validity of the same and provide the security required herein, then, in such event, Licensor shall have the right, but not the obligation, to discharge any such lien, claim or demand by paying the claimant directly, without any obligation to inquire into the validity of such lien, claim or demand, and Licensee shall reimburse Licensor for the cost of such discharge within ten (10) business days after written demand therefore by Licensor. Licensor reserves the right at any time to post and maintain on the License Premises such notices as may be necessary to protect Licensor against liability for all such liens and claims. Notwithstanding the foregoing, and in all events, Licensee shall indemnify, hold harmless and defend Licensor from all obligations and claims made against Licensor for any Construction Work, including, but not limited to, attorney's fees incurred by Licensor. Licensee shall furnish evidence of payment upon request of Licensor. The provisions of this Section shall survive termination of this License Agreement.

5. **Maintenance and Repair:**

(a) Licensee shall perform all maintenance and clean-up of the License Premises as necessary to keep the License Premises in good order and condition, to Licensor's reasonable satisfaction.

(b) Specifically and not by way of limitation of the foregoing, Licensee shall:
(i) not take any action that would increase stormwater runoff onto the area of Licensor's Operations, otherwise impair or impede stormwater runoff from the area of Licensor's Operations, or alter the natural drainage in the area of Licensor's Operations to any extent; and (ii) maintain culverts, trail-side culvert extensions, inlets, drainage pipes or other drainage facilities reasonably open for drainage.

(c) If any portion of the Licensor Property outside of the License Premises (including, but not limited to, any portion of the Facility, or any improvements or fixtures of the Licensor) suffers damage by reason of the access to or use of the License Property or the Facility by Licensee, the public, Licensee's agents or Licensee's partners, officers or directors, including, but not limited to, damage arising from vandalism (including graffiti), or from any tests or investigations conducted upon the License Premises, Licensee shall, at its own cost and expense, immediately repair all such damage and restore such portions of the Licensor Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, re-grading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's agents.

6. **Signs.** Licensee, at its sole cost and expense, shall install signs indicating that Licensor is the owner of the License Premises, that the right to enter is by permission, and that all persons who enter upon and use the License Premises and the Facility do so at their own risk.

7. **Further Covenants of Licensee.** Licensee covenants as follows:

(a) Licensee shall procure and maintain at its own expense, at the times and in the manner prescribed by applicable law, in connection with the Licensee Use, all

licenses, consents, permits, authorizations and other approvals required (i) from any federal, state or local governmental authority, or (ii) pursuant to any restriction, easement, license or other interest or right in the License Premises of record in the applicable County real estate records on the Effective Date (collectively "Restrictions"). Licensors may from time to time request evidence that all such approvals have been obtained by Licensee and are in full force and effect and Licensee shall provide such evidence to Licensors within thirty (30) days after receipt of such request. In no event shall Licensee seek any governmental approvals that may affect in any way Licensors' Operations, including, without limitation, any zoning approvals, without in each instance obtaining Licensors' prior written consent, which consent may be granted or withheld by Licensors in its reasonable discretion.

(b) Licensee and the Licensee Use shall comply with (i) all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over Licensee or the Licensee Use; and (ii) the terms and conditions of any Restrictions. Specifically, and not by way of limitation of the foregoing, the Licensee Use shall not violate any safety requirement, including, without limitation, any requirements of the U.S. Environmental Protection Agency or the DNR, imposed on Licensors or Licensee by any applicable state or federal regulations or by any state or federal governmental agency having jurisdiction over Licensors, Licensee or their respective operations.

(c) Licensee shall in no event permit the following activities upon the License Premises:

(i) **Blasting;**

(ii) Grading to the extent that the ground grade on the License Premises as of the Effective Date is permanently increased or decreased so as to impair drainage or visibility but in no event shall such grading violate the covenant provided in Section 5(b)(ii) above;

(iii) Use of motorized vehicles (including, without limitation, all-terrain vehicles, motorized scooters, and go-carts);

(iv) Commercial activities of any kind (including, without limitation, vending machines and the sales of any food, drink, or other items); and

(v) Racing, contests, or other such similar events without prior express written permission from Licensors.

(d) In addition to and not by way of limitation of the foregoing, Licensee and the Licensee Use shall be conducted in a manner that does not conflict or interfere with:

(i) Licensors' Operations, including without limitation, the use of the License Premises and the Licensors Property for Licensors' railroad and railroad related purposes and for fiber optics, gas, telephone, cable television or electric, including, without limitation, transmission line uses. Licensors shall have

unrestricted access over and across the License Property for any purpose, in its sole discretion;

(ii) Any Restrictions;

(iii) Licensor's grant at any time hereafter of lease, license, permit, easement or other rights, interests or privileges in and to the License Premises, including, without limitation, for fiber optics, gas, telephone, cable television or electric, including, without limitation, transmission line uses.

In the event of any conflict with the provisions of this Section 7(d) and any other provision of this Agreement, the provisions of this Section 7(d) shall control.

(e) Upon termination of this License for any reason, Licensee shall return the License Premises to its condition on the date hereof and remove all improvements installed upon the License Premises by Licensee.

8. **"AS IS" License; Disclaimer of Warranties; Title Matters.** This License Agreement and the rights granted hereunder are subject and subordinate in all respects to any Restrictions. If required by the terms of the Restrictions, Licensee shall secure the engineering consent of such prior Licensees as a prerequisite to exercising its rights hereunder and provide Licensor with a copy of the same.

LICENSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, AND BY WAY OF EMPHASIS AND NOT BY WAY OF LIMITATION, LICENSOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES CONCERNING (I) THE SUITABILITY OF THE LICENSE PREMISES FOR THE LICENSEE USE, (II) THE ENVIRONMENTAL CONDITION OF THE LICENSE PREMISES, OR (III) TITLE MATTERS RELATED TO THE LICENSE PREMISES. IN ACCEPTING THIS LICENSE AGREEMENT, LICENSEE HAS RELIED SOLELY UPON SUCH INDEPENDENT INVESTIGATIONS OF THE CONDITION OF THE LICENSOR PROPERTY AS LICENSEE HAS DEEMED NECESSARY OR APPROPRIATE IN ITS DISCRETION, AND LICENSEE HAS NOT RELIED UPON ANY STATEMENTS, REPRESENTATIONS OR AGREEMENTS OF LICENSOR, ITS EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES, REGARDING THE CONDITIONS OF THE LICENSOR PROPERTY. THE LICENSE AGREEMENT AND THE OTHER RIGHTS GRANTED TO LICENSEE HEREUNDER ARE GRANTED OVER THE LICENSOR PROPERTY IN ITS "AS-IS CONDITION, WITH ALL FAULTS".

9. **Term; Termination; Purchase Price; Annual Fees; Coverage of Licensor Expenses.**

(a) The "License Term" is for a period of fifty (50) years from the Effective Date.

(b) The License Term shall be subject to termination without refund of payments by, or any other liability of, Licensor upon breach hereof by Licensee, after 90

days written notice of claim of such default from Licensor to Licensee and opportunity by Licensee to cure.

(c) The "Purchase Price" for the license rights is \$10.00, payable by Licensee upon the Effective Date. The Annual Payment is \$10.00 per year, payable on each anniversary of the Effective Date.

(d) Licensee shall reimburse Licensor for the reasonable actual cost to Licensor of the following: (i) labor for flagmen during Licensee Construction Work, (ii) outside engineering review fees of Licensor required hereby, (iii) Licensor construction related inspections, and (iv) adjustment of Licensor facilities to accommodate trail facilities, payment for crossing planks and safety devices at any spur track, existing or new, which crosses the Licensee's trail. All such reimbursements shall be at the actual and documentable costs of Licensor, payable within 30 days of receipt of invoices therefor from Licensor.

10. **Rights Reserved to Licensor**

(a) Licensor hereby reserves the right at all times to use the Licensor Property for Licensor's Operations including that Licensor may use the License Premises to gain access to any of Licensor's equipment and facilities thereon.

(b) Licensor reserves the right to grant additional access, utility and other leases, licenses and rights hereafter to third parties through, under, over and across or along all or any portion of the Licensor Property, including without limitation the License Premises, provided that such rights granted to third parties do not unreasonably interfere with Licensee's use of the License Premises hereunder; provided, further, however, that Licensor's grant of such rights on a temporary basis shall in no event be deemed to unreasonably interfere with Licensee's use, but Licensor at its own cost shall repair and restore the License Premises and Facility within 90 days of the termination of such temporary use, to the extent of any damage thereto arising out of such grants by Licensor.

11. **Condition of License Premises.** Licensee acknowledges that it has inspected and accepts the License Premises in its present condition as suitable for the Licensee Use. Execution of this License Agreement shall conclusively establish that the License Premises is in good and satisfactory condition as of the Effective Date.

12. **Indemnity.** Licensee shall indemnify, defend (with counsel acceptable to Licensor) and hold harmless Licensor, and its employees, officers, directors, agents, subsidiaries, affiliates, parent corporations, legal representatives, successors and assigns (collectively, "Licensor's Group"), from and against any and all claims, actions, proceedings, judgments, damages (including consequential damages, liens, fines, costs, liabilities, injuries, losses, costs and expenses (including, but not limited to, attorneys' fees and costs) arising from: (i) the Licensee Use, or (ii) any breach of this License Agreement by Licensee, except to the extent in each of items (i) and (ii) such damages arise out of the negligence or intentional misconduct of, or breach of this License Agreement by, Licensor. The foregoing indemnity shall include, but not be limited to, claims made under any workman's compensation law or under any plan for

employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by Licensee's employees, agents, contractors and subcontractors). The foregoing indemnity shall survive the termination of this License Agreement.

13. **Waiver and Release by Licensee; Limitation of Liability of Licensor.** To the maximum extent permitted by applicable law, Licensee hereby waives and releases all claims against Licensor, which Licensee or any person or entity claiming by, through or under Licensee may now or at any time in the future have for injury or damage to persons, property or business sustained in or about the License Property, arising from any conditions existing on the Licensor Property, excepting, however, such matters arising solely out of Licensor's willful misconduct. Licensor shall not be liable to Licensee for any injury, loss or damage to persons, property or business sustained by Licensee, its representatives, employees, agents, contractors or invitees in connection with this License Agreement, unless such loss or damage results from Licensor's willful misconduct.

14. **Abandonment.** The Licensor Property (including the License Premises) has been used and will continue to be available for Licensor's Operations, and Licensor does not intend, and this License Agreement shall not be construed, as an abandonment of any such use, to the extent that Licensor's rights in the License Premises are deemed to be easement rights.

15. **Taxes.** Licensee shall be liable for, and agrees to pay promptly and prior to delinquency, any tax or assessment, including, but not limited to, any tax levied by any governmental authority (a) against the Facility, the License Premises and/or any personal property, fixtures or equipment of Licensee used in connection therewith, or (b) as a result of Licensee's use of the License Premises of the Facility.

16. **Environmental Protection.**

(a) Licensee's obligations under this Section 16 shall survive the termination of this License Agreement.

(b) In the event that Licensee shall elect to construct a Facility, it shall do so, and use, operate and maintain the same, in compliance with all federal, state and local environmental, health and/or safety laws and regulations in existence or as amended or adopted in the future. Except for Hazardous Materials expressly approved by Licensor in advance in writing, Licensee shall not use or dispose of any Hazardous Materials on the License Premises. Any approved Hazardous Materials on the License Premises shall be stored and disposed of in accordance with all applicable environmental laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future, listed, defined or regulated in any manner by any environmental law based upon, directly or indirectly, its properties or effects.

(c) In addition, in the event of any release of Hazardous Materials on, or contamination of, the License Premises, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property. Licensee shall return the affected property to the prior condition before contamination, to the satisfaction of Licensor and any governmental authorities having jurisdiction. In all cases, Licensee shall promptly

notify Licensor of any release or contamination of Hazardous Materials on the License Premises.

17. **Notices.** All notices, demands, consents, approvals and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be hand delivered, sent by United States registered or certified mail, postage prepaid, return receipt requested, telefaxed, or sent by electronic mail, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent by telefax machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines.

To Licensor: V and S Railway, LLC
P.O. Box 30076
Salt Lake City, Utah 84130
Attention: Doug Davis, Vice President and General Counsel
Email: ddavis@akrailroad.com
Fax No.: 801-478-1411

To Licensee: Missouri Central Railroad Company
c/o Ameren Services
P.O. Box 66149, Code 700
St. Louis, Missouri 63166-6149
Attention: Manager, Real Estate
Fax No.: 314-554-2570

With a copy to: Ameren Corporation
One Ameren Plaza
1901 Chouteau Avenue
St. Louis, Missouri 63103
Attention: Vice President and General Counsel
Fax: (314) 554-4014

18. **Subordinated Privileges.** This License Agreement is subordinate to the prior and continuing right of Licensor, its successors and assigns, to use the Licensor Property in the exercise of its powers and in the performance of its duties, including those for existing and future rail carrier service, and there is reserved and retained unto Licensor, its successors, assigns and permittees the right to construct, reconstruct, maintain and use existing and, future rail tracks, facilities and appurtenances; provided, however, that such use shall not materially impair the beneficial privileges granted to Licensee hereunder. Licensor or any other indemnitee shall not have any liability or obligation with respect to any acts or omissions of any parties holding any rights under the Restrictions.

19. **Regulatory Approval.** This License Agreement may be subject to the approval of one or more regulatory agencies. If this License Agreement is subject to such approval, the

parties hereto agree to exercise diligent efforts to jointly seek such approval. If such approval is not granted by any agency, the rights and privileges granted to Licensee hereunder shall be null and void and of no further force and effect, provided that Licensee shall continue to be bound by all of its obligations that are expressly intended to survive the termination of this License Agreement.

20. **Assignment by, and Release of Licensee.** The License Agreement may be fully or partially assigned by Licensee to the Missouri Department of Natural Resources, an agency of the state of Missouri, or any other agency of the State of Missouri ("Permitted Assignee"), without consent of Licensor. Licensee shall provide notice to Licensor of such assignment on or before 30 days after the effective date thereof. Upon such assignment by Licensee, the Missouri Central Railroad Company shall be released from all liability arising hereunder after the date of such assignment; the Permitted Assignee shall become solely responsible for the rights and obligations as the Licensee hereunder, and there shall be a novation of this License Agreement. This License Agreement and the rights and obligations of the parties hereto shall be binding and inure to the benefit of the parties and their respective permitted successors, legal representatives and assigns. Any full or partial assignment by Missouri Central Railroad Company to a party other than a Permitted Assignee, or any full or partial assignment by an assignee of Missouri Central Railroad, shall be permitted only (i) upon receipt of the prior written consent of the Licensor, which consent shall be unreasonably withheld, delayed or conditioned, (ii) Licensor's prior review of the sublicense or related agreement in order to assure compliance with the terms and conditions of this Agreement, and (iii) the assignor remaining fully liable for all obligations and liabilities created under this Agreement. In the event that any such assignment of Permitted Assignee's other Licensee's rights hereunder is so permitted by Licensor, the Permitted Assignee or such other assigning Licensee shall not be released from any of its duties, obligations or liabilities hereunder, whether arising or accruing prior to, on or after the date of any such assignment.

21. **Commission and Acceptance of Licensor's Deliveries.** There are no brokers' fees due to any broker in this transaction on the part of Licensee. Licensee acknowledges receipt of Licensor's deliveries. The content and subject matter of Licensor deliveries shall not form a basis for any adjustment to purchase price of license fee.

22. **Miscellaneous.**

(a) All portions of this License Agreement which require Licensee to perform or undertake any obligations shall survive the termination of this License Agreement.

(b) There are no representations or understandings of any kind related to the subject matter hereof that are not fully set forth in this License Agreement. Any amendments to this License Agreement must be in writing and executed by Licensor and Licensee. Licensee agrees to cooperate with Licensor in executing any additional documents reasonably necessary to protect Licensor's rights under this License Agreement.

(c) This License Agreement shall be construed in accordance with the laws of the State of Missouri.

(d) Time is of the essence with respect to all provisions of this License Agreement.

(e) In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this License Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this License Agreement. In the event any provision of this License Agreement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefore to restore this License Agreement to its original intent and effect.

(f) Nothing in this License Agreement is intended or shall be construed as making the parties hereto partners, members, agents, joint ventures or members of a joint enterprise.

(g) Licensee represents and warrants to Licensor that (i) it is duly organized, validly existing and in good standing in its state of organization; (ii) it has full power and authority to enter into this License Agreement and undertake the responsibilities and obligations contemplated by it in accordance with its terms; and (iii) the execution and performance of this License Agreement has been duly authorized by all necessary corporate actions and that pursuant to such actions, this License Agreement constitutes a valid and binding obligation of Licensee and is enforceable against Licensee in accordance with its terms.

Licensor represents and warrants to Licensee that (i) it is duly organized, validly existing and in good standing in its state of organization; (ii) it has full power and authority to enter into this License Agreement and undertake the responsibilities and obligations contemplated by it in accordance with its terms; and (iii) the execution and performance of this License Agreement has been duly authorized by all necessary corporate or limited liability company actions and that pursuant to such actions, this License Agreement constitutes a valid and binding obligation of Licensor and is enforceable against Licensor in accordance with its terms.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this License Agreement as of the Effective Date.

LICENSOR:

V and S Railway LLC

By:

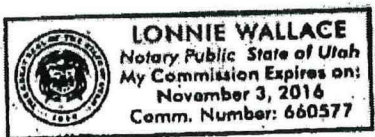
Name Printed: Rhonda T. Nicoloff

Title:

STATE OF Utah)
)
COUNTY OF Salt Lake)

On this 2nd day of March, in the year 2015, before me, a Notary Public in and for said state, personally appeared Rhonda Nicoloff, President of V and S Railway LLC, a limited liability company, known to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Lonnie Wallace
Notary Public

My Commission Expires: November 03, 2016

LICENSEE:

Missouri Central Railroad Company

By: Robert K. Neff
Robert K. Neff, President

STATE OF MISSOURI)
)
CITY OF ST. LOUIS)

On this 27th day of February, in the year 2015, before me, a Notary Public in and for said state, personally appeared Robert K. Neff, President of Missouri Central Railroad Company, a Delaware corporation, known to be the person who executed the within instrument in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Derby Anzalone
Notary Public

(SEAL)

My Commission Expires:

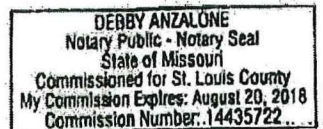


EXHIBIT A (PAGE 1)

Description of the Licensor Property

All that portion of the Licensor's existing rail property located in Franklin County, Missouri as described in a Special Warranty Deed as said deed was recorded in the records of the Franklin County Recorder of Deeds in book 1215, page 822. *As listed on page 2-5, - Exhibit A.*

EXHIBIT A (PAGE 2)
BK 1215PG0825

<u>St. Louis County</u>				
<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Meridian</u>
Survey 152		45 N.	3 E.	5th Principal
Survey 668		"	"	"
Survey 909		"	"	"
<u>Franklin County</u>				
<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Meridian</u>
Survey 909		45 N.	2 E.	5th Principal
S 1/2 NE 1/4	24	"	"	"
NW 1/4 SE 1/4	"	"	"	"
E 1/2 SW 1/4	"	"	"	"
NW 1/4 NE 1/4 NW 1/4	25	"	"	"
W 1/2 NW 1/4	"	"	"	"
W 1/2 NW 1/4 SW 1/4	"	"	"	"
E 1/2 SE 1/4	26	"	"	"
N 1/2 NE 1/4	35	"	"	"
SW 1/4 NE 1/4	"	"	"	"
W 1/2 SE 1/4	"	"	"	"
E 1/2 SE 1/4 SW 1/4	"	"	"	"
E 1/2 NW 1/4	2	44 N.	2 E.	5th Principal
SE 1/4 SE 1/4 SW 1/4 NW 1/4	"	"	"	"
NW 1/4 NW 1/4 NE 1/4 SW 1/4	"	"	"	"
W 1/2 SW 1/4	"	"	"	"
SE 1/4 SE 1/4	3	"	"	"
NW 1/4 NW 1/4 NE 1/4 NE 1/4	10	"	"	"
W 1/4 NE 1/4	"	"	"	"
E 1/2 W 1/2	"	"	"	"
E 1/2 SW 1/4 SW 1/4	"	"	"	"
W 1/2 NW 1/4	15	"	"	"
Survey 161		"	"	"
SW 1/4	16	"	"	"
Survey 98		"	"	"
NW 1/4	20	"	"	"
S 1/2 NE 1/4 NE 1/4	19	"	"	"
N 1/2 S 1/2 NE 1/4	"	"	"	"
Survey 1921		"	"	"
SW 1/4 SW 1/4	19	"	"	"
W 1/4 NW 1/4	30	"	"	"
Survey 733		"	"	"
Survey 733		44 N.	1 E.	5th Principal
W 1/2 SE 1/4 SE 1/4	25	"	"	"
E 1/2 NE 1/4	36	"	"	"
N 1/2 SE 1/4	"	"	"	"
S 1/2 NE 1/4 SW 1/4	"	"	"	"
S 1/2 SW 1/4	"	"	"	"
NW 1/4 NW 1/4 NW 1/4 NW 1/4	1	43 N.	1 E.	5th Principal

EXHIBIT A (PAGE 3)

BK 1215PG0826

Franklin County				
Subdivision	Section	Township	Range	Meridian
E $\frac{1}{2}$ NE $\frac{1}{4}$	2	43 N.	1 E.	5th Principal
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	"
E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	"
E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	"
SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	"
S $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	"
W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$	11	"	"	"
SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	"
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	"
NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$	14	"	"	"
W $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	"
NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	"
SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	15	"	"	"
E $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	"
NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	22	"	"	"
W $\frac{1}{2}$ NE $\frac{1}{4}$	"	"	"	"
NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	"
SW $\frac{1}{4}$	"	"	"	"
SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$	21	"	"	"
E $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	28	"	"	"
S $\frac{1}{2}$ N $\frac{1}{2}$	"	"	"	"
S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	"
W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$	27	"	"	"
SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	29	"	"	"
S $\frac{1}{2}$ NE $\frac{1}{4}$	"	"	"	"
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	"
SE $\frac{1}{4}$	30	"	"	"
N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	"
S $\frac{1}{2}$ S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ S $\frac{1}{2}$	25	43 N.	1 W.	5th Principal
NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$	26	"	"	"
S $\frac{1}{2}$ NE $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	"
S $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ N $\frac{1}{2}$	27	"	"	"
W $\frac{1}{2}$ SW $\frac{1}{4}$	22	"	"	"
S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$	21	"	"	"
S $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	"
W $\frac{1}{2}$ NE $\frac{1}{4}$	28	"	"	"
NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	"
SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$	29	"	"	"

EXHIBIT A (PAGE 4)

BK1215PG0827

Franklin County

Subdivision	Section	Township	Range	Meridian
S $\frac{1}{2}$ N $\frac{1}{2}$	29	43 N.	1 W.	5th Principal
S $\frac{1}{2}$ N $\frac{1}{2}$	30	"	"	"
N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	"
W $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	"
SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$	25	43 N.	2 W.	5th Principal
E $\frac{1}{2}$ NE $\frac{1}{4}$	36	"	"	"
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	"
NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	"
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	"
SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ NW $\frac{1}{4}$	1	42 N.	2 W.	5th Principal
NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	"
E $\frac{1}{2}$ NE $\frac{1}{4}$	2	"	"	"
S $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$	"	"	"	"
S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	"
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	"
W $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	"
S $\frac{1}{2}$ SE $\frac{1}{4}$	3	"	"	"
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	"
S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	"
S $\frac{1}{2}$ NE $\frac{1}{4}$	4	"	"	"
S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ N $\frac{1}{2}$	5	"	"	"
N $\frac{1}{2}$ NE $\frac{1}{4}$	6	"	"	"
SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	31	43 N.	2 W.	5th Principal
S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	"
NW $\frac{1}{4}$ NW $\frac{1}{4}$	6	42 N.	2 W.	5th Principal
N $\frac{1}{2}$ N $\frac{1}{2}$	1	42 N.	3 W.	5th Principal
N $\frac{1}{2}$ N $\frac{1}{2}$	2	"	"	"
N $\frac{1}{2}$ N $\frac{1}{2}$	3	"	"	"
N $\frac{1}{2}$ NE $\frac{1}{4}$	4	"	"	"
S $\frac{1}{2}$ SE $\frac{1}{4}$	33	43 N.	3 W.	5th Principal
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	"
S $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	"
S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ NE $\frac{1}{4}$	32	"	"	"
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	"
S $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	"
SE $\frac{1}{4}$	31	"	"	"
S $\frac{1}{2}$ SW $\frac{1}{4}$	0	"	"	"
W $\frac{1}{2}$ NW $\frac{1}{4}$	6	42 N.	3 W.	5th Principal
E $\frac{1}{2}$ NE $\frac{1}{4}$	1	42 N.	4 W.	5th Principal
N $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	"

EXHIBIT A (PAGE 5)

BK 1215PG0828

Franklin County

Subdivision	Section	Township	Range	Meridian
E $\frac{1}{2}$ SW $\frac{1}{4}$	1	42 N.	4 W.	5th Principal
SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	"
NW $\frac{1}{4}$ NW $\frac{1}{4}$	12	"	"	"
E $\frac{1}{2}$ NE $\frac{1}{4}$	11	"	"	"
SW $\frac{1}{4}$ NE $\frac{1}{4}$	11	42 N.	4 W.	5th Principal
NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ S $\frac{1}{2}$	10	"	"	"

Gasconade County

Subdivision	Section	Township	Range	Meridian
SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$	9	42 N.	4 W.	5th Principal
S $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	"
NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	16	"	"	"
N $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	"
S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$	17	"	"	"
N $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	"
SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	8	"	"	"
S $\frac{1}{2}$ S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$	7	"	"	"
SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$	18	"	"	"
NE $\frac{1}{4}$	13	42 N.	5 W.	5th Principal
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	"
NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	"
W $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	"
E $\frac{1}{2}$ SE $\frac{1}{4}$	14	"	"	"
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	"
SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ NW $\frac{1}{4}$	23	"	"	"
N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	"
S $\frac{1}{2}$ NE $\frac{1}{4}$	22	"	"	"
S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	"
NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	"
SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$	21	"	"	"
S $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	28	"	"	"
NW $\frac{1}{4}$	"	"	"	"
E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	29	"	"	"
E $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	"
NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	32	"	"	"
NW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	"
E $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	"
W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	"
SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	"
N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	"

EXHIBIT B

Description of the Licensee Premises

The License Premises will be generally no greater than 20 feet in width and no closer than twenty-five (25) feet from the centerline of the existing rail bed. The License Premises shall in no event include the existing rail bed or bridges and areas of land over which such improvements are constructed.

The final location of the License Premises will be fixed by written recordable amendment of this License upon approval by Licensor of any Work Plans pursuant to Section 2 above.

ENVIRONMENTAL/HISTORIC REPORT

EXHIBIT D

NEWSPAPER NOTICE

Certificate of Newspaper Publication

49 C.F.R. § 1105.7(c) – Newspaper Notice

I certify that a “Notice of Intent to Abandon Rail Service” was published in the form prescribed by the Board for abandonment notices of exemption at 49 C.F.R. § 1105.12. The notice is to be published on September 10, 2022, in the *Missourian*, a newspaper of general circulation in the City of Washington, Missouri.

September 6, 2022



Justin J. Marks
Attorney for V and S Railway, LLC

Revised Notice of Intent to Abandon Rail Service

V and S Railway, LLC gives notice that on or after September 27, 2022, it intends to file with the Surface Transportation Board, Washington, DC, a notice of exemption under 49 CFR 1152 Subpart F - Exempt Abandonments permitting the abandonment of a 9.71-mile line of railroad between railroad milepost 61.89 at Union to Milepost 71.6 at Beaufort which traverses through United States Postal Service ZIP Codes 63013 and 63084 in Franklin County, Missouri. The proceeding has been docketed as No. AB 603 (Sub-No. 5X).

The Board's Office of Environmental Analysis (OEA) will generally prepare an Environmental Assessment (EA), which will normally be available 60 days after the filing of the petition for abandonment exemption. Comments on environmental and energy matters should be filed no later than 30 days after the EA becomes available to the public and will be addressed in a Board decision. Interested persons may obtain a copy of the EA or make inquiries regarding environmental matters by writing to OEA, Surface Transportation Board, Washington, DC or by calling OEA at (202) 245-0291.

Appropriate offers of financial assistance to continue rail service can be filed with the Board. Requests for environmental conditions, public use conditions, or rail banking/trails use also can be filed with the Board. Any pleading that raises matters other than environmental issues (such as trails use, public use, and offers of financial assistance) must be filed directly with the Board's Office of Proceedings either via e-filing or addressed to 395 E. Street S.W., Washington, DC 20423-0001 [See 49 CFR 1104.1(a) and 1104.3(a)], and one copy must be served on applicants' representative [See 49 CFR 1104.12(a)]. Questions regarding offers of financial assistance, public use or trails use may be directed to the Board's Office of Public Assistance, Governmental Affairs, and Compliance at (202) 245-0238. Copies of any comments or requests for conditions should be served on the applicant's representative Justin J. Marks, Clark Hill PLC, 1001 Pennsylvania Ave. N.W. Suite 1300 South, Washington, DC 20004; jmarks@clarkhill.com.

ENVIRONMENTAL/HISTORIC REPORT

EXHIBIT E

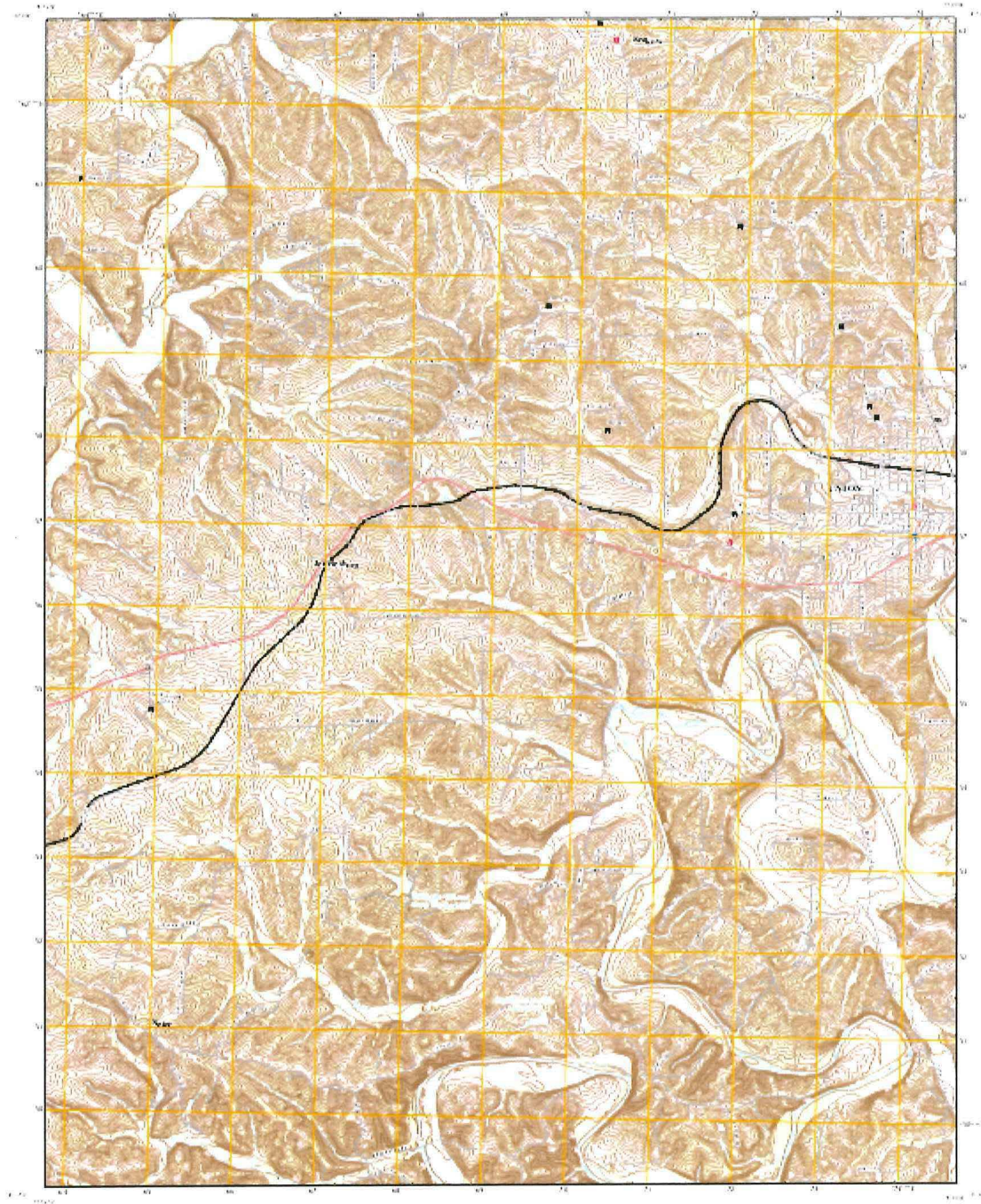
TOPOGRAPHICAL MAPS



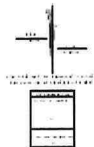
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



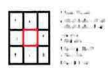
LEWIS CLARK RIVER
WYOMING: TETTER COUNTY
7.5-MINUTE SERIES



Produced for the Hydrographic Surveying Service
National Oceanic and Atmospheric Administration
U.S. Department of Commerce
U.S. Coast and Geodetic Survey
U.S. Hydrographic Survey
U.S. Navy
U.S. Coast Guard
U.S. Marine Corps
U.S. Army
U.S. Air Force
U.S. Navy
U.S. Coast Guard
U.S. Marine Corps
U.S. Army
U.S. Air Force



U.S. GEOLOGICAL SURVEY
WASHINGTON, D.C. 20506
U.S. GEOLOGICAL SURVEY
WASHINGTON, D.C. 20506



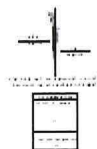
Legend
Roads
Rivers
Boundaries
Other
Scale
North Arrow

LEWIS CLARK
3031

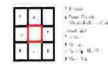




















Variable	Mean	Standard deviation	Minimum	Maximum
Age	30.2	10.5	18	55
Gender	0.5	0.5	0	1
Marital status	0.5	0.5	0	1
Education	12.5	1.5	10	15
Income	15.2	5.8	10	25
Health	0.5	0.5	0	1
Smoking	0.2	0.4	0	1
Alcohol	0.1	0.3	0	1
Exercise	0.3	0.5	0	1
Stress	0.4	0.5	0	1
Depression	0.2	0.4	0	1
Loneliness	0.3	0.5	0	1
Life satisfaction	0.6	0.4	0	1
Quality of life	0.7	0.3	0	1
Health-related quality of life	0.8	0.2	0	1
Physical health	0.9	0.1	0	1
Mental health	0.7	0.3	0	1
Social health	0.6	0.4	0	1
Environmental health	0.5	0.5	0	1
Overall health	0.7	0.3	0	1



1.1.1. *Example 1* (see [1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837,



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ENVIRONMENTAL/HISTORIC REPORT

EXHIBIT F

SHPO CORRESPONDENCE

Justin J. Marks
T (202) 772-0916
F +12027720919
Email:jjmarks@ClarkHill.com

Clark Hill
1001 Pennsylvania Avenue N.W.
Suite 1300 South
Washington, DC 20004
T (202) 772-0909
F (202) 772-0919

May 11, 2022

VIA EMAIL AND/OR FIRST-CLASS MAIL

Missouri Department of Natural Resources
State Historic Preservation Office
Attn: Section 106 Review
P.O. Box 176
Jefferson City, MO 65102-0176

moshpo@dnr.mo.gov

Re: V and S Railway, LLC – Abandonment Exemption –
in Franklin County, Missouri
Surface Transportation Board Docket No. AB 604 (Sub-No. 5X)

To Whom it May Concern:

This letter is to advise you that V and S Railway, LLC ("V&S") intends to file a notice for exemption for V&S to abandon approximately 9.71 miles of rail line (the "Subject Line") from Milepost 61.89 at Union and Milepost 71.6 at Beaufort in Franklin County, Missouri (the "Subject Line").

The Subject Line traverses through United States Postal Service ZIP Codes 63013 and 63084. A map of the Subject Line is attached as Exhibit A. Also attached is the Missouri SHPO's Section 106 Project Information Form.

V&S plans to file with the Surface Transportation Board ("STB") a notice of exemption pursuant to the provisions of 49 CFR § 1152.50 to enable V&S to abandon the Subject Line, on or after July 1, 2022 in STB Docket No. AB 604 (Sub-No. 5X).

Based upon information in V&S's possession, the Subject Line does not contain federally granted rights of way.

V&S intends to salvage the rail and ties. V&S believes that the abandonment will not have a significant effect upon historical resources.

In advance of preparing a historical report as required by applicable STB regulations, we are consulting with you as to any concerns which you may have as to historical effects of the proposed abandonment.

We would appreciate an expression from you by June 11, 2022 that, within the area of your authority, you do not perceive that the abandonment will have a significant effect upon

May 11, 2022
Page 2

historical resources (or expressing any concerns that you have). If you have any questions about the railroad's proposal or if you need assistance in this matter, please call me at (202) 772-0916.

Thank you for your cooperation.

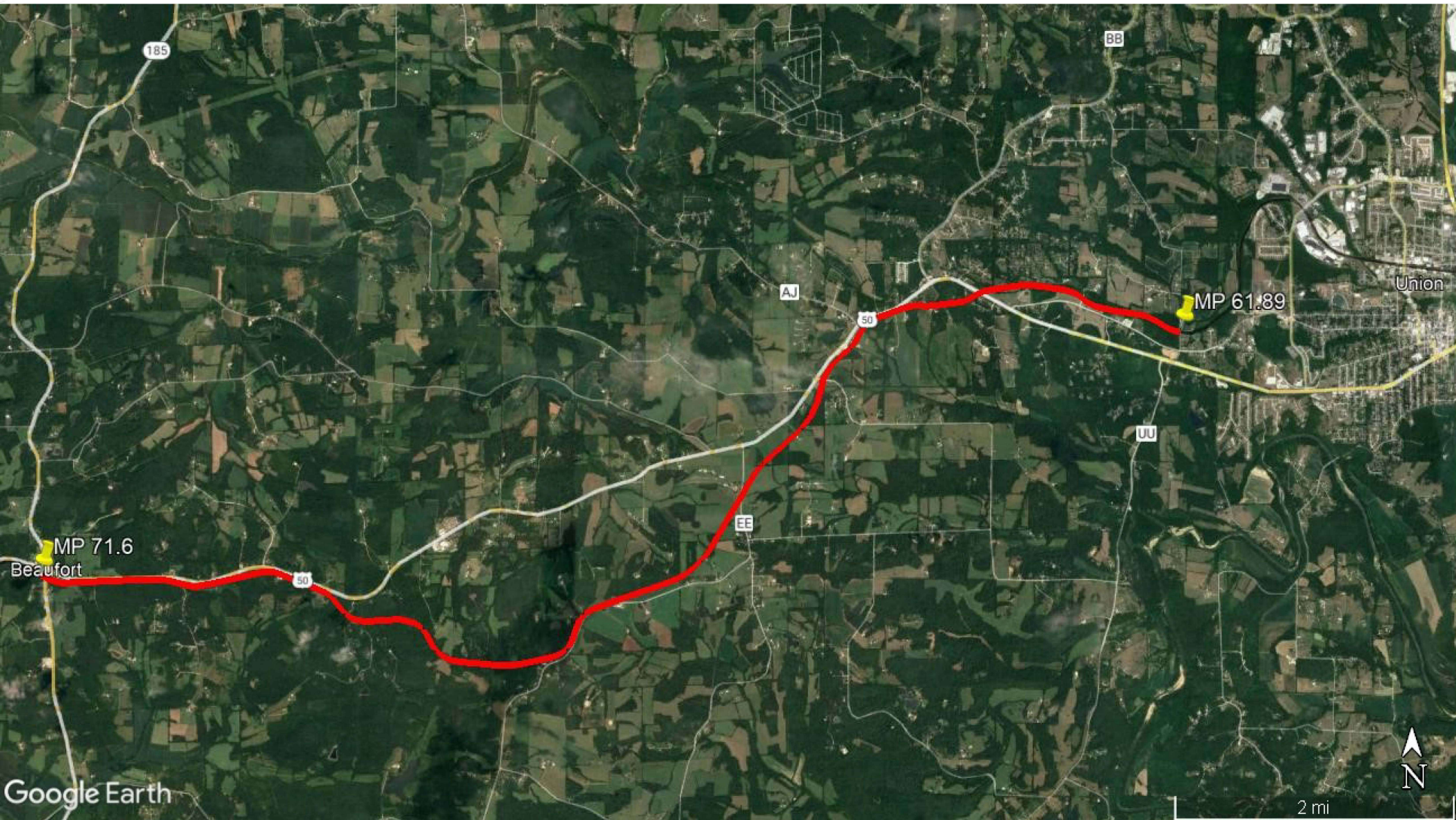
Sincerely,

A handwritten signature in blue ink that reads "Justin J. Marks". The signature is written in a cursive, flowing style.

Justin J. Marks
Counsel to V and S Railway, LLC

Enclosure

EXHIBIT A



CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of September 2022, I served a copy of the foregoing Environmental and Historic Report on the persons listed below by email and/or first class mail, postage prepaid:

Scott Edwards, State Conservationist USDA Natural Resources Conservation Service 601 Business Loop, 70 West Suite 250 Columbia, MO 65203 scott.edwards@usda.gov	Meg McCollister, Regional Administrator Office of the Regional Administrator US EPA Region 7 11201 Renner Blvd. Lenexa, KS 66219
United States Department of Agriculture Natural Resources Conservation Service Office of the Chief 1400 Independence Ave., SW Room 5105-A Washington, DC 20250	U.S. Army Corps of Engineers St. Louis District Regulatory Branch 1222 Spruce Street St. Louis, MO 63103 mvs-regulatory@usace.army.mil
National Park Service 1849 C Street, NW Washington, DC 20240	National Park Service Regional Director Midwest Region, Region 3,4,5 601 Riverfront Drive Omaha, NE 68102-4226
United States Fish & Wildlife Service Midwest Region 5600 American Boulevard West Suite 990 Bloomington, MN 55437-1458	National Geodetic Survey ngs.infocenter@noaa.gov
Department of Natural Resources 1101 Riverside Drive PO Box 176 Jefferson City, MO 65102-0176 dnrwebcontact@dnr.mo.gov	Missouri Department of Transportation Multimodal Division 105 W. Capitol Ave. Jefferson City, MO 65102

The Honorable Tim Brinker, Presiding Commissioner Franklin County Commission 400 East Locust Street Union, Missouri 63084 tbrinker@franklinmo.net	Mr. Troy Hughes, Administrator of Railroads Missouri Department of Transportation Troy.hughes@modot.mo.gov
Missouri Department of Natural Resources State Historic Preservation Office Attn: Section 106 Review P.O. Box 176 Jefferson City, MO 65102-0176 moshpo@dnr.mo.gov	Missouri Federal Assistance Clearinghouse Office of Administration Missouri State Capitol Building, Room 125 201 West Capitol Avenue, P.O. Box 809 Jefferson City, MO 65101 igr@oa.mo.gov

Justin J. Marks
CLARK HILL PLC
1001 Pennsylvania Ave. N.W.
Suite 1300 South
Washington, DC 20004
202.772.0916
jmarks@clarkhill.com

CULTURAL RESOURCE COMMENTS
Section 106 Review

CONTACT PERSON/ADDRESS:

Justin Marks
Clark Hill
1001 Pennsylvania Ave, Suite 1300
Washington DC 2004

Copied:

PROJECT:

V and S Railway, LLC Abandonment Exemption MO STB Docket No. 604 (Sub-No 5X)

FEDERAL AGENCY:

STB

COUNTY:

Franklin

The Missouri State Historic Preservation Office (SHPO) has reviewed the information submitted on the above referenced project. Based on this review, we have made the following determination:

X

Adequate documentation has been provided as outlined in 36 CFR Section 800.11. After review of the initial submission, the project area has no known historic properties present and a low potential for the occurrence of cultural resources. SHPO concurs with your determination of **No Historic Properties Affected**.

An adequate cultural resource survey of the project area has been previously conducted; therefore, SHPO concurs with your determination of **No Historic Properties Affected**.

An adequate cultural resource survey has been conducted for this project titled, by. Based on this survey and its negative findings, SHPO concurs with your determination of **No Historic Properties Affected**.

PLEASE BE ADVISED THAT, IF THE CURRENT PROJECT AREA OR SCOPE OF WORK CHANGES, SUCH AS A BORROW AREA BEING ADDED, OR CULTURAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, APPROPRIATE INFORMATION MUST BE PROVIDED TO THIS OFFICE FOR FURTHER REVIEW AND COMMENT. Please retain this documentation as evidence of consultation with SHPO under Section 106 of the National Historic Preservation Act, as amended. SHPO concurrence does not complete the Section 106 process as federal agencies will need to conduct consultation with all interested parties.

By:

Toni M. Prawl

Toni M. Prawl, Ph.D., Deputy State Historic Preservation Officer

June 3, 2022

Date

MISSOURI DEPARTMENT OF NATURAL RESOURCES
STATE HISTORIC PRESERVATION OFFICE
P.O. Box 176, Jefferson City, Missouri 65102

For additional information, please contact Amy Rubingh, (573) 751-4589.

Please be sure to refer to the project number: 011-FR-22

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of September 2022, I served a copy of the foregoing Environmental and Historic Report on the persons listed below by email and/or first class mail, postage prepaid:

Scott Edwards, State Conservationist USDA Natural Resources Conservation Service 601 Business Loop, 70 West Suite 250 Columbia, MO 65203 scott.edwards@usda.gov	Meg McCollister, Regional Administrator Office of the Regional Administrator US EPA Region 7 11201 Renner Blvd. Lenexa, KS 66219
United States Department of Agriculture Natural Resources Conservation Service Office of the Chief 1400 Independence Ave., SW Room 5105-A Washington, DC 20250	U.S. Army Corps of Engineers St. Louis District Regulatory Branch 1222 Spruce Street St. Louis, MO 63103 mvs-regulatory@usace.army.mil
National Park Service 1849 C Street, NW Washington, DC 20240	National Park Service Regional Director Midwest Region, Region 3,4,5 601 Riverfront Drive Omaha, NE 68102-4226
United States Fish & Wildlife Service Midwest Region 5600 American Boulevard West Suite 990 Bloomington, MN 55437-1458	National Geodetic Survey ngs.infocenter@noaa.gov
Department of Natural Resources 1101 Riverside Drive PO Box 176 Jefferson City, MO 65102-0176 dnrwebcontact@dnr.mo.gov	Missouri Department of Transportation Multimodal Division 105 W. Capitol Ave. Jefferson City, MO 65102

The Honorable Tim Brinker, Presiding Commissioner Franklin County Commission 400 East Locust Street Union, Missouri 63084 tbrinker@franklinmo.net	Mr. Troy Hughes, Administrator of Railroads Missouri Department of Transportation Troy.hughes@modot.mo.gov
Missouri Department of Natural Resources State Historic Preservation Office Attn: Section 106 Review P.O. Box 176 Jefferson City, MO 65102-0176 moshpo@dnr.mo.gov	Missouri Federal Assistance Clearinghouse Office of Administration Missouri State Capitol Building, Room 125 201 West Capitol Avenue, P.O. Box 809 Jefferson City, MO 65101 igr@oa.mo.gov

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