

# Nauman Smith

Attorneys At Law

**Please Reply to:**  
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Harrisburg, PA 17108-0840

Benjamin C. Dunlap, Jr.  
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Telephone Extension 21

**Office Address:**  
200 N. Third Street, 18<sup>th</sup> Floor  
Harrisburg, PA 17101

February 9, 2011

**HAND DELIVERED**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17105-3265

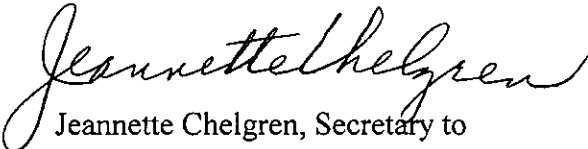
**In re: Cecile and Edward Coble, Complainants v. Norfolk Southern Railway Company; Carroll Township; York County; Dillsburg Borough; and Commonwealth of Pennsylvania, Department of Transportation  
PUC Docket No. C-20054723**

Dear Secretary Chiavetta:

I enclose an original and three (3) copies of a Stipulation of Settlement among the parties for filing in the above-referenced matter. In accordance with the accompanying Certificate of Service, a copy of the Stipulation of Settlement has been served on all parties of record in this proceeding.

Please timestamp the additional copy provided and return to our messenger. If you have any questions, please don't hesitate to contact our office.

Sincerely yours,



Jeannette Chelgren, Secretary to  
Benjamin C. Dunlap, Jr., Esquire

RECEIVED  
2011 FEB -9 PM 12:56  
PA PUC  
SECRETARY'S BUREAU

Enclosures  
cc: All Parties of Record (w/encs.)  
Randal S. Noe, Esquire (w/enc.)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Cecile and Edward Coble,

Complainants :

vs.

Docket No. C-20054723

Norfolk Southern Railway Company; Carroll  
Township; York County; Dillsburg Borough;  
and Commonwealth of Pennsylvania,  
Department of Transportation,

Respondents :

**RECEIVED**

FEB - 9 2011

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**STIPULATION OF SETTLEMENT**

WHEREAS, the Commission's Opinion and Order entered March 10, 2008, sustained the Complaint filed by Cecile and Edward Coble ("the Cobles") in this proceeding to abolish the at-grade crossing where Chestnut Grove Road in Carroll Township ("Township"), York County ("County"), intersected a single track of Norfolk Southern Railway Company ("Norfolk Southern"); and

WHEREAS, Ordering Paragraph 5 of the aforementioned Opinion and Order required Norfolk Southern, at its initial cost and expense, to "prepare plans (including the removal of all Township-installed advanced warning signs, pavement markings and the preparation of a cost estimate) for the cul-de-sacs and/or turnarounds on the Chestnut Grove Road, as well as metes and bounds descriptions of any property which must be appropriated for the crossing abolition project . . ."; and

WHEREAS, that same Ordering Paragraph required Norfolk Southern to submit its plans and property descriptions, and copies of the notices of condemnation to the Commission's

Bureau of Transportation and Safety (“BTS”) and at the same time serve those same documents on the affected property owners with notice of the owner’s rights to a Commission hearing on the subjects of the design of the cul-de-sacs and/or turnarounds and the need for the condemnation; and

WHEREAS, instead of litigating the matter, the initial parties to this proceeding have been working with the affected property owners to resolve issues concerning the design of the cul-de-sacs and/or turnarounds and related property condemnation issues; and

WHEREAS, the parties have reached agreement on those subjects and wish to amicably resolve all remaining issues in this case pursuant to the terms of this Stipulation of Settlement (“Stipulation”).

NOW, THEREFORE, the parties to this proceeding, the Cobles; Norfolk Southern; the Township; the County; BTS; the Pennsylvania Department of Transportation (“ PennDOT”); Dillsburg Borough; Roger C. and Mary C. Petrone (“the Petrones”); and James R. and Lois Nell Richwine, Michael J. and Betty M. Guidara, David R. and Robin L. Richwine and Mark Richwine (collectively “the Richwines and Guidaras”), agree as follows:

1. That the plans attached hereto as Exhibit “A” for the cul-de-sacs to effect the closure of the Chestnut Grove Road crossing are acceptable to all parties and the parties request that the plans be approved and adopted by the Commission.

2. That the property appropriations and reversions as shown in Exhibit “B” and described therein by metes and bounds are necessary to effect the closure of the crossing and construct the cul-de-sacs and that as such, the parties request that the Commission appropriate property and vacate portions of the roadway as described in Exhibit “B.”

3. That in addition to the Cobles, property of the Petrones needs to be appropriated for the project, and that as such the Petrones should be added as a party to this proceeding.

4. That in addition to the Cobles, a portion of the vacated roadway will revert to the Richwines and Guidaras, and that as such they should be added as parties to this proceeding.

5. The Cobles and Petrones agree to waive any right to compensation for the appropriation of their property as described in Exhibit "B", due to an otherwise betterment of their property that they will experience due to the roadway vacations as described in Exhibit "B."

6. Norfolk Southern will install, at its sole cost and expense, wooden (pressure treated) guide rail as a barrier to the creek and the Coble and Petrone properties on the north side of the former crossing. The Township agrees to accept future maintenance of these wooden guide rail as part of its roadway maintenance responsibilities.

7. Norfolk Southern agrees to install, at its sole cost and expense, a chain with lock for private access onto the Petrones' property from the cul-de-sac on the north side of the former crossing. The Petrones agree to accept future maintenance responsibility for this chain with lock.

8. In effecting the crossing closure on the north side of the former crossing, Norfolk Southern will use the ground on the sloped roadway approach to construct the cul-de-sac. Norfolk Southern will attempt to restore the natural contour of the land on the north side of the former crossing, within the confines of providing any necessary depth of ground cover for the fiber optic lines located on that side of the former crossing. Norfolk Southern will also attempt to minimize drainage from its right of way onto the Cobles' property on the north side of the crossing.

9. On the south side of the former crossing, Norfolk Southern will use the ground on the sloped roadway approach to the former crossing as fill for the cul-de-sac on that side.

Norfolk Southern will clean out the drainage and attempt to restore the original drainage on the south side of the former crossing.

10. All parties agree that because the sloped roadway approaches to the former crossing will be removed, making the former crossing inaccessible to vehicular traffic, that barricades to prevent access to the former crossing are unnecessary.

11. Work on the north and south side of the crossing will require a road occupancy permit from the Township. The Township will charge the cost of that permit toward its cost allocation for the crossing abolition pursuant to Ordering Paragraph 8 of the Commission's Opinion and Order entered March 10, 2008.

12. The roadway closure and cul-de-sac construction may require Metropolitan Edison and Verizon to move their poles on the south side of the former crossing. Norfolk Southern and the Township agree to cooperate with these utilities should their facilities be affected by the work. The work to move these poles, if necessary, shall be at the respective non-carrier utility's sole cost and expense, pursuant to Ordering Paragraph 9 of the Commission's Opinion and Order entered March 10, 2008.

13. Following the closure of the roadway and the abolition of the crossing, the Township will install "No Outlet," "Dead End" or other appropriate signs at the entrance to Chestnut Grove Road on the northern side of the crossing and "No Outlet," "Dead End" or other appropriate signage on the southern approach to the former crossing. In addition, "No Parking," or other similar signs shall be installed in the cul-de-sacs on both sides of the crossing. Carroll

Township agrees to adopt any ordinances required to enforce any parking restriction in accordance with, *inter alia*, 52 Pa. C.S. §6109. The cost of such signage shall be charged toward the Township's cost allocation pursuant to Ordering Paragraph 8 of the Commission's Opinion and Order entered March 10, 2008. The Township agrees to maintain this signage at its sole cost and expense.

14. The Township and Norfolk Southern agree to cooperate to vacate the roadway on the north side of the former crossing to Chestnut Grove Road's intersection with Gettysburg Road, if all property owners along the roadway agree to such closure in the future, provided the signature of any party to this Agreement, other than Norfolk Southern and the Township, shall not be deemed to be a consent or agreement by that party to the roadway closure. In that event, Norfolk Southern would agree to provide an easement to the affected property owners for access to their property.

15. The effective date of this Stipulation shall be the last day upon which it is signed by any of the parties hereto.

16. Subject to the parties' rights to withdraw from this Stipulation pursuant to ¶18, the parties hereto agree to abide by the work responsibilities and financial obligations delineated in this Stipulation.

17. This Stipulation is contingent upon its approval pursuant to §§ 507 and 2702 *et seq.* of the Public Utility Code and the issuance of a Commission Secretarial Letter or Order accepting and approving the same.

18. The parties agree that any party may petition the Commission for rehearing if the Commission Secretarial Letter or Order substantively modifies this Stipulation or agreed-upon

ordering paragraphs. In that event, any party may give notice to the other parties that it is withdrawing from this Stipulation. Such notice must be in writing and must be given within ten (10) business days of the issuance of any Initial or Recommended Decision or any Commission Order or Secretarial Letter which adopts this Stipulation or the agreed-upon ordering paragraphs with substantive modifications. The consequence of any party withdrawing from this Stipulation as set forth above is that all issues associated with the requested relief presented in the proceeding will be fully litigated unless otherwise stipulated between the parties and all obligations of the parties as set forth above to each other are terminated and of no force and effect.

19. The parties agree that the purpose of this Stipulation is to act as a General Release, except as specifically noted within, and is to settle, compromise and release all claims, actions, suits and rights whatsoever existing between and on behalf of the respective parties as set forth above, their successors and assigns, including all such claims, actions, suits and rights whatsoever, whether known or unknown to the parties, except to enforce the terms of this Stipulation.

20. The benefits and obligations of this Stipulation shall be binding upon the successors and assigns of the parties to this Stipulation.

21. Counterparts: This document may be signed in counterparts and all signatures attached hereto will be considered as original.

In order to effectuate the parties' Stipulation, the undersigned parties request that the Commission issue a Secretarial Letter or Order including the following terms. The Commission

will serve the public interest by adopting this Stipulation. The Stipulation will save the parties the time and expense they would incur further litigating this matter before the Commission. Since all of the parties agree to the terms of the Stipulation, adopting it will eliminate the possibility of any appeal from the Commission Secretarial Letter or Order, thus saving the parties the additional time and expense they might incur in such an appeal. Adopting this Stipulation will further the statutory provisions of 66 Pa.C.S. § 2702 *et seq.*, in regard to the public convenience and safety. The parties hereto therefore request that the Commission take the following actions to effectuate the Stipulation of Settlement among the parties:

1. Approve and adopt the Stipulation of Settlement entered into by the parties to this proceeding.

2. Add the following as parties to this proceeding at the respective addresses:

Roger C. & Mary C. Petrone  
310 Al-Pat Drive  
Dillsburg, PA 17019

James R. & Lois Nell Richwine  
370 Chestnut Grove Road  
Dillsburg, PA 17019

Michael J. & Betty M. Guidara  
235 Dorseys Lane  
Dillsburg, PA 17019

David R. & Robin L. Richwine  
3360 Bitternut Boulevard  
York, PA 17404

Mark Richwine  
c/o James R. Richwine  
370 Chestnut Grove Road  
Dillsburg, PA 17019

3. Approve the cul-de-sac plans attached to the parties' Stipulation as Exhibit "A".

4. Appropriate the property and vacate the roadway as shown on the plan and delineated in the metes and bounds descriptions attached to the parties' Stipulation as Exhibit "B".

5. Order the Township to install "No Outlet" or other signs as set forth in paragraph

13 of the Parties' Stipulation of Settlement on the northern and southern approaches to the former crossing following the roadway closure, at its initial cost and expense, and to maintain such signage in the future at its sole cost and expense.

6. Amend Ordering Paragraph 4 of the Commission's Opinion and Order entered March 10, 2008, to delete the words "both" and "and the south".


7. Amend Ordering Paragraph 12 of the Commission's Opinion and Order entered March 10, 2008, to require Carroll Township, at its sole cost and expense, to furnish all materials and do all work necessary to maintain the wooden barricades on the north side of the abolished crossing, as it has agreed to do.

8. Following the certification of Norfolk Southern's costs pursuant to Ordering Paragraph 7 and payment of its costs pursuant to Ordering Paragraph 8 of the Commission's Opinion and Order entered March 10, 2008, that this matter be marked closed.

**[SIGNATURES ON FOLLOWING PAGES]**

Date:

2/9/11

  
Benjamin C. Dunlap, Jr., Esquire  
Counsel for Norfolk Southern Railway Company

Date:

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Craig A. Doll, Esquire  
Counsel for Cecile and Edward Coble

Date:

\_\_\_\_\_  
Gina M. D'Alfonso, Esquire  
Counsel for Commonwealth of Pennsylvania  
Department of Transportation

Date:

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Eric R. Rohrbaugh, Esquire  
Deputy Chief Counsel for Bureau of  
Transportation and Safety  
Pennsylvania Public Utility Commission

Date:

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Michael W. Flannelly, Esquire  
Counsel for York County

Date:

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Steven A. Stine, Esquire  
Counsel for Carroll Township

Date:

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Mark W. Allshouse, Esquire  
Counsel for Dillsburg Borough

Date:

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Roger C. Petrone

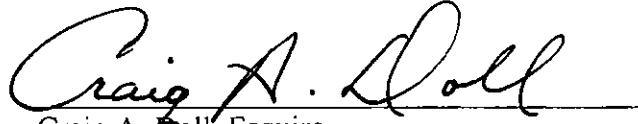
Date:

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Mary C. Petrone

Date:

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Benjamin C. Dunlap, Jr., Esquire  
Counsel for Norfolk Southern Railway Company

Date: 1/7/11

  
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Counsel for Cecile and Edward Coble

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Counsel for Cecile and Edward Coble

Date:

1/10/2011

*Gina M. D'Alfonso*  
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Gina M. D'Alfonso, Esquire  
Counsel for Commonwealth of Pennsylvania  
Department of Transportation

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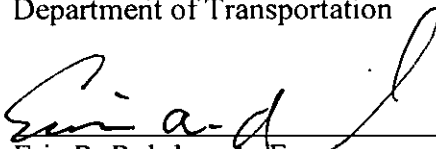
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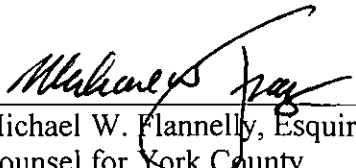
Gina M. D'Alfonso, Esquire  
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Date: 1/10/2011



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Counsel for Dillsburg Borough

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Roger C. Petrone

Date:

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Mary C. Petrone

JAN 31 2011

Date:

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Benjamin C. Dunlap, Jr., Esquire  
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Pennsylvania Public Utility Commission

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Michael W. Flannelly, Esquire  
Counsel for York County

Date:

1/26/11

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*Connie Flasher*  
Connie Flasher  
Manager for Carroll Township

Date:

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Mark W. Allshouse, Esquire  
Counsel for Dillsburg Borough

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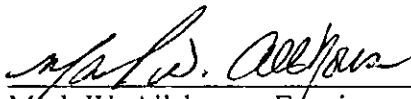
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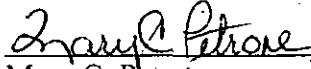
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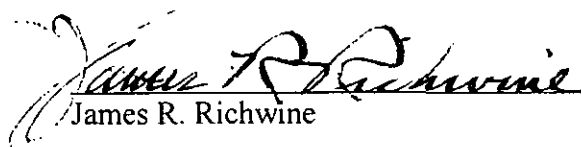
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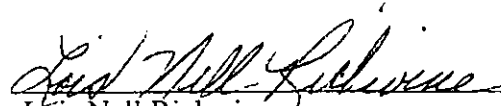
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Mary C. Petrone

Date: 1/18/11

  
James R. Richwine

Date: Jan. 9, 2011

  
Lois Nell Richwine

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Michael J. Guidara

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Betty M. Guidara

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David R. Richwine

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Robin L. Richwine

Date:

Mark Richwine

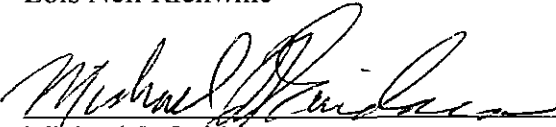
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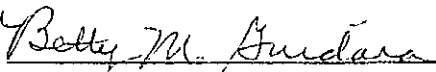
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Betty M. Guidara

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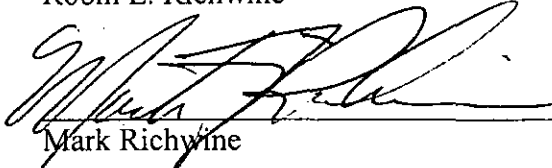
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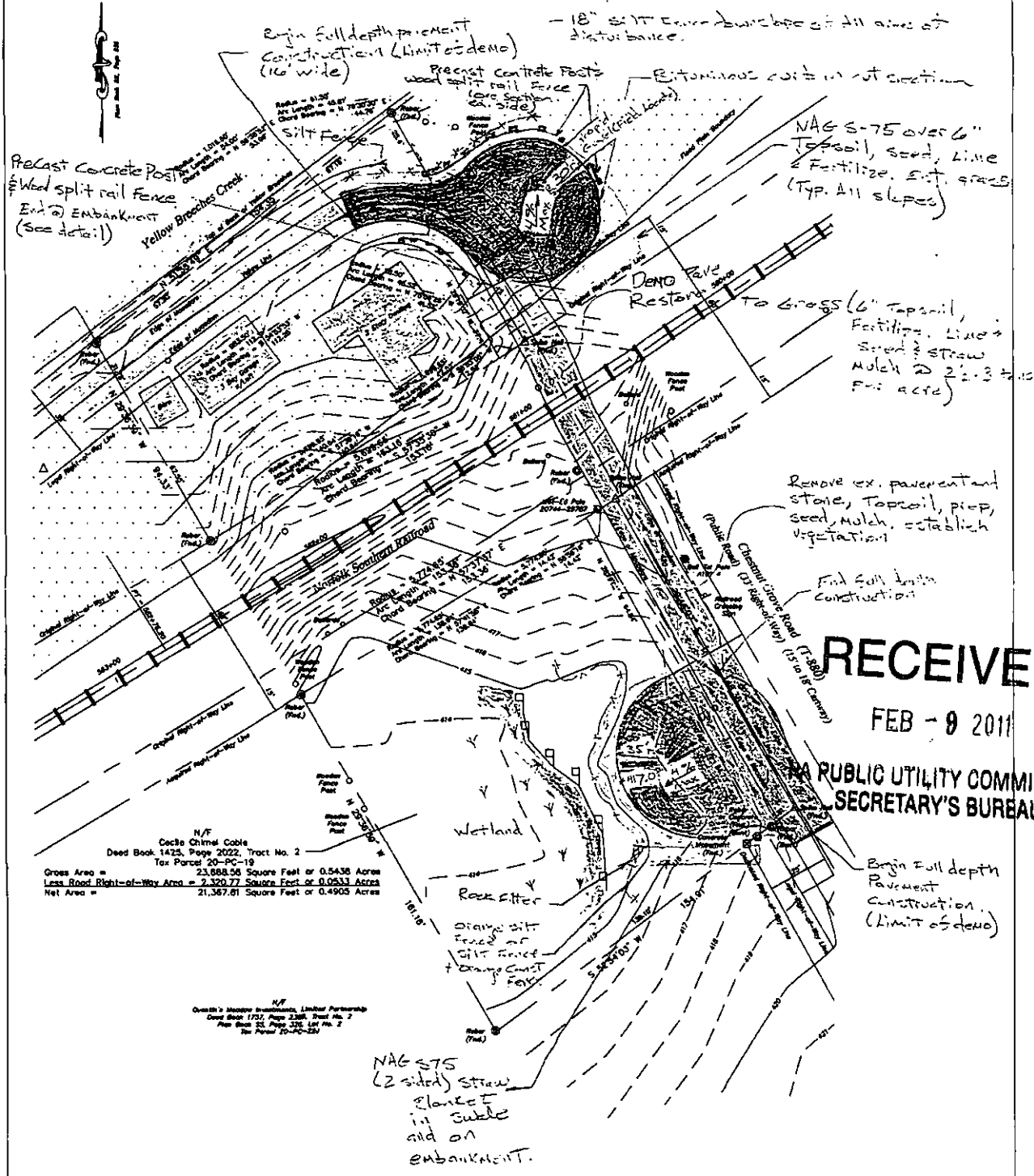
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2/7/11



Mark Richwine

- Contractor shall make "one-call" for diground utilities.
- Maintain Existing Camp dump = no under road
- Location may be adjusted slightly to avoid large Maple Tree.
- Maintain positive drainage away from ex. house to creek
- 18" silt curb above base of all areas of disturbance.



Precast Concrete Posts  
Wood split rail fence  
End @ Embankment  
(See detail)

N/F  
Cecile Ormel Cable  
Deed Book 1425, Page 2022, Tract No. 2  
Tax Parcel 20-PC-19  
Gross Area = 23,868.56 Square Feet or 0.5436 Acres  
Less Road Right-of-Way Area = 2,320.77 Square Feet or 0.0533 Acres  
Net Area = 21,547.79 Square Feet or 0.4903 Acres

N/F  
Overhill's Meadow Investments, Limited Partnership  
Deed Book 1752, Page 2386, Parcel No. 2  
Map Book 25, Page 278, Lot No. 2  
Tax Parcel 20-PC-25

NAG S-75  
(2 sided) straw  
blanket  
in suble  
and on  
embankment.

NAG S-75 over 6"  
Topsoil, seed, lime  
& Fertilize. Est. grass  
(Typ. All slopes)

To Grass (6" topsoil,  
Fertilize, Lime &  
Seed & straw  
Muld @ 2:2:3 to 5  
Ft. acre)

Remove ex. pavement and  
stone, Topsoil, prep,  
seed, mulch, establish  
vegetation

End Full depth  
Construction

FEB - 9 2011

RECEIVED

PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Begin Full depth  
Pavement  
Construction  
(Limit of demo)

Revised 26 Aug 2009  
Revised 07 Dec 2009

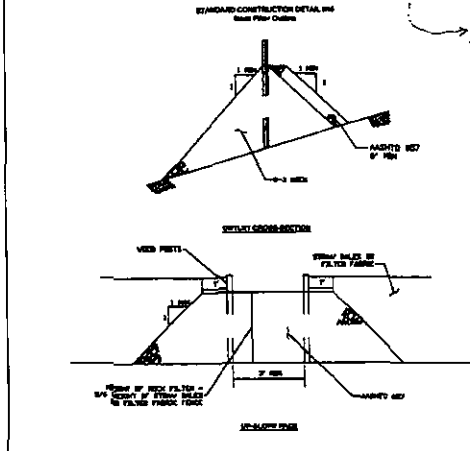
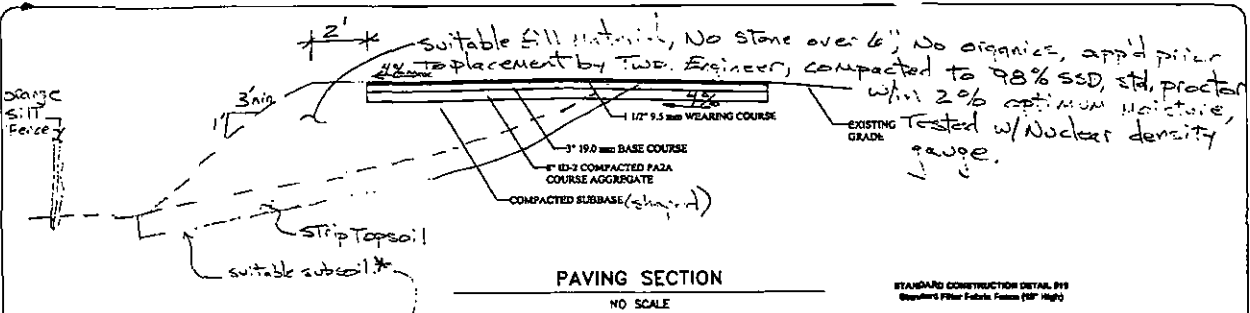
NO.	DATE	DESCRIPTION
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SKETCH OF ROADWAY ABANDONMENT  
CARROLL TOWNSHIP  
YORK COUNTY, PENNSYLVANIA

**CARROLL TOWNSHIP**  
555 Chestnut Grove Road  
Clemont, Pennsylvania 17014  
Tel 717-432-6801

NO.	DATE	DESCRIPTION

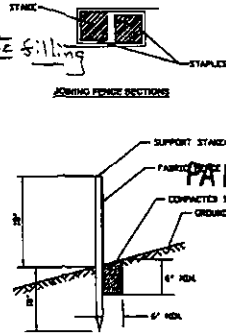
EXHIBIT  
A



**ROCK FILTER OUTLET DETAIL**  
NO SCALE

\*Subsoil shall be approved prior to silling by Twp. If soft, unsuitable soil encountered, corrective measures as directed by Twp Engineer shall be done.

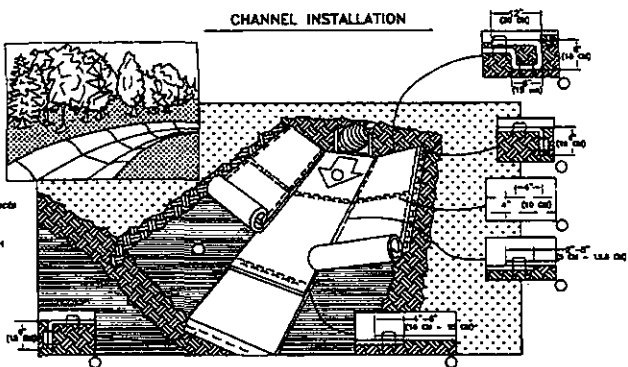
STANDARD CONSTRUCTION DETAIL #119  
Standard Filter Fabric Fence (2' High)



**SILT FENCE DETAIL**  
NO SCALE

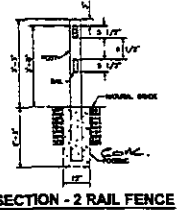
\*Stakes spaced @ 8' maximum. Use 2" x 2" wood or equivalent steel stakes.  
Filter Fabric Fence must be placed at level existing grade. Both ends of the barrier must be extended at least 8 feet up slope at 45 degrees to the main barrier alignment.  
Sediment must be removed when accumulations reach 1/2 the above ground height of the fence.  
Any section of Filter Fabric Fence which has been undermined or topped must be immediately replaced with a Rock Filter Outlet. See Standard Construction Detail #116.

**NORTH AMERICAN GREEN**  
EROSION CONTROL PRODUCTS  
Specialized SOLUTIONS  
14648 Highway 41 North  
Birmingham, IN 47725  
846-772-2040  
www.nagreen.com

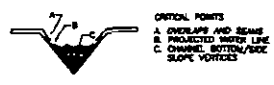


- PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP'S), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
  - SEED AT THE TOP OF THE CHANNEL, BY ANCHORING THE RECP'S IN A 4" (10 CM) DEEP X 8" (20 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30 CM) OF RECP'S EXTENDING BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECP'S WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FELD REMAINING 12" (30 CM) PORTION OF RECP'S BACK OVER SEED AND COMPACTED SOIL. SECURE RECP'S OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) ACROSS THE WIDTH OF THE RECP'S.
  - ROLL CENTER RECP'S IN DIRECTION OF WATER FLOW IN BOTTOM OF CHANNEL. RECP'S WILL UNROLL WITH APPROXIMATE SIDE ANGLE TO THE SOIL SURFACE. ALL RECP'S MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLDRED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
  - PLACE CONSECUTIVE RECP'S END OVER END (DOUBLE STAPLE WITH A 4" - 8" (10 CM - 20 CM) OVERLAP. USE A DOUBLE ROW OF STAPLES STAGGERED 4" (10 CM) APART AND 4" (10 CM) ON CENTER TO SECURE RECP'S.
  - PULL LEAD END OF RECP'S AT TOP OF SIDE SLOPES MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN A 4" (10 CM) DEEP X 8" (20 CM) WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
  - ADJUST RECP'S MUST BE OVERLAPPED APPROXIMATELY 2" - 3" (5 CM - 12.5 CM) (DEPENDS ON RECP'S TYPE) AND STAPLED.
  - IN HIGH FLOW CHANNEL APPLICATIONS, A STAPLE CHECK SLOPE IS RECOMMENDED AT 30 TO 40 FOOT (9 M - 12 M) INTERVALS. USE A DOUBLE ROW OF STAPLES STAGGERED 4" (10 CM) APART AND 4" (10 CM) ON CENTER OVER ENTIRE WIDTH OF THE CHANNEL.
  - THE TERMINAL END OF THE RECP'S MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN A 4" (10 CM) DEEP X 8" (20 CM) WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
- NOTE:  
\* IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 8" (20 CM) MAY BE NECESSARY TO PROPERLY ANCHOR THE RECP'S.

- Fence Posts shall be:  
Weathered Rail by  
Artisan Precast, Inc  
1180 S. Beverly Dr. Ste 608  
Los Angeles CA 90035  
(310) 556-3200  
OR, Equal as appl'd  
by Twp. Engr.

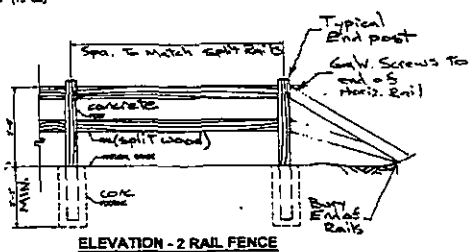


**SECTION - 2 RAIL FENCE**



**CHANNEL LINING DETAIL**  
NO SCALE

NOTE:  
\* HORIZONTAL STAPLE SPACING SHOULD BE ADJUSTED IF NECESSARY TO ALLOW STAPLES TO SECURE THE OPTIONAL POINTS ALONG THE CHANNEL SURFACE.  
\*\* IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 8" (20 CM) MAY BE NECESSARY TO PROPERLY ANCHOR THE RECP'S.



**ELEVATION - 2 RAIL FENCE**

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SECRETARY'S BUREAU

2-2	0	0
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<b>SKETCH OF ROADWAY ABANDONMENT</b> CARROLL TOWNSHIP YORK COUNTY, PENNSYLVANIA	
---	--

<b>CARROLL TOWNSHIP</b> 266 Chestnut Grove Road Ellensburg, Pennsylvania 17019 Tel 717-452-4861
--

REVISIONS	
NO.	DATE

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EXHIBIT "B"

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

LEGAL DESCRIPTION (AREA R1 - RIGHT-OF-WAY TAKE)

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CARROLL TOWNSHIP, YORK COUNTY, PENNSYLVANIA, KNOWN AS AREA R1 ON A PLAN OF RIGHT-OF-WAY FOR NORFOLK SOUTHERN CORPORATION, CHESTNUT GROVE ROAD, BOUNDED AND DESCRIBED AS PER SURVEY DONE BY LYONS SURVEYING, LLC, AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ALONG THE NORTHERN LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD (T-880) (33' WIDTH) ALONG THE DIVIDING LINE OF LAND NOW OR FORMERLY OWNED BY CECILE CHIMEL COBLE (DEED BOOK 1425, PAGE 2022, TRACT NO. 1) AND LAND NOW OR FORMERLY OWNED BY ROGER C. AND MARY C. PETRONE (DEED BOOK 71, VOLUME W, PAGE 100);

A.) THENCE THROUGH SAID PETRONE LAND FOR THE FOLLOWING TWO COURSES AND DISTANCES:

1.) BY A CURVE TO THE LEFT HAVING A RADIUS OF 19.75', AN ARC LENGTH OF 19.79' AND A CHORD BEARING OF NORTH 72°09'45" EAST FOR A CHORD DISTANCE OF 18.97' TO A POINT;

2.) BY A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00', AN ARC LENGTH OF 98.57' AND A CHORD BEARING OF SOUTH 55°51'33" EAST FOR A CHORD DISTANCE OF 69.08' TO A POINT, SAID POINT BEING ALONG THE NORTHERN RIGHT-OF-WAY LINE OF THE NORFOLK SOUTHERN CORPORATION RAILROAD;

B.) THENCE ALONG SAID NORTHERN RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN CORPORATION RAILROAD BY A CURVE TO THE RIGHT HAVING A RADIUS OF 5,684.65', AN ARC LENGTH OF 28.06' AND A CHORD BEARING OF SOUTH 56°27'35" WEST FOR A CHORD DISTANCE OF 28.06' TO A POINT, SAID POINT BEING ALONG THE NORTHERN RIGHT-OF-WAY LINE OF THE NORFOLK SOUTHERN CORPORATION RAILROAD AND ALONG THE EASTERN LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD (T-880) (33' WIDTH);

C.) THENCE ALONG SAID EASTERN LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD FOR THE FOLLOWING TWO COURSES AND DISTANCES:

1.) BY A BEARING OF NORTH 28°19'02" WEST FOR A DISTANCE OF 19.58' TO A POINT;

2.) BY A CURVE TO THE LEFT HAVING A RADIUS OF 61.50', AN ARC LENGTH OF 54.55' AND A CHORD BEARING OF NORTH 53°43'37" WEST FOR A CHORD DISTANCE OF 52.78' TO A POINT, SAID POINT BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 2,550.05 SQUARE FEET OR 0.0585 ACRES.

BEING PART OF THE SAME PREMISES OWNED BY ROGER C. AND MARY C. PETRONE RECORDED IN DEED BOOK 71,, VOLUME W, PAGE 100, IN THE RECORDER OF DEEDS IN AND FOR YORK COUNTY, PENNSYLVANIA.

**LEGAL DESCRIPTION (AREA R2 - RIGHT-OF-WAY REVERT)**

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CARROLL TOWNSHIP, YORK COUNTY, PENNSYLVANIA, KNOWN AS AREA R2 ON A PLAN OF RIGHT-OF-WAY FOR NORFOLK SOUTHERN CORPORTION, CHESTNUT GROVE ROAD, BOUNDED AND DESCRIBED AS PER SURVEY DONE BY LYONS SURVEYING, LLC, AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ALONG THE SOUTHERN LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD (T-880) (33' WIDTH) ALONG LAND NOW OR FORMERLY OWNED BY CECILE CHIMEL COBLE (DEED BOOK 1425, PAGE 2022, TRACT NO. 1);

A.) THENCE THROUGH SAID LEGAL RIGHT-OF-WAY OF CHESTNUT GROVE ROAD FOR THE FOLLOWING THREE COURSES AND DISTANCES:

1.) BY A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00', AN ARC LENGTH OF 41.91' AND A CHORD BEARING OF SOUTH 83°19'36" EAST FOR A CHORD DISTANCE OF 39.45' TO A POINT;

2.) BY A CURVE TO THE LEFT HAVING A RADIUS OF 405.00', AN ARC LENGTH OF 7.60' AND A CHORD BEARING OF SOUTH 49°33'32" EAST FOR A CHORD DISTANCE OF 7.60' TO A POINT;

3.) BY A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', AN ARC LENGTH OF 35.53' AND A CHORD BEARING OF SOUTH 77°46'51" EAST FOR A CHORD DISTANCE OF 34.02' TO A POINT, SAID POINT BEING ALONG THE EASTERN RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD AND ALONG THE NORTHERN RIGHT-OF-WAY LINE OF THE NORFOLK SOUTHERN CORPORATION RAILROAD;

B.) THENCE ALONG SAID NORTHERN RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN CORPORATION RAILROAD FOR THE FOLLOWING TWO COURSES AND DISTANCES:

1.) BY A BEARING OF SOUTH 28°19'02" EAST FOR A DISTANCE OF 11.31' TO A POINT;

2.) BY A CURVE TO THE RIGHT HAVING A RADIUS OF 5,699.65', AN ARC LENGTH OF 33.12' AND A CHORD BEARING OF SOUTH 56°46'52" WEST FOR A CHORD DISTANCE OF 33.12' TO A POINT, SAID POINT BEING ALONG THE NORTHERN RIGHT-OF-WAY LINE OF THE NORFOLK SOUTHERN CORPORATION RAILROAD, ALONG THE WESTERN LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD (T-880) (33' WIDTH) AND ALONG LAND NOW OR FORMERLY OWNED BY CECILE CHIMEL COBLE (DEED BOOK 1425, PAGE 2022, TRACT NO. 1);

C.) THENCE ALONG SAID WESTERN LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD FOR THE FOLLOWING TWO COURSES AND DISTANCES:

1.) BY A BEARING OF NORTH 28°19'02" WEST FOR A DISTANCE OF 37.47' TO A POINT;

2.) BY A CURVE TO THE LEFT HAVING A RADIUS OF 28.50', AN ARC LENGTH OF 44.20' AND A CHORD BEARING OF NORTH 72°44'50" WEST FOR A CHORD DISTANCE OF 39.90' TO A POINT, SAID POINT BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 874.69 SQUARE FEET OR 0.0201 ACRES.

BEING PART OF THE LEGAL RIGHT-OF-WAY OF CHESTNUT GROVE ROAD (T-880) (33' WIDTH), WHICH WILL BE REVERTED TO LAND NOW OR FORMERLY OWNED BY CECILE CHIMEL COBLE (DEED BOOK 125, PAGE 2022, TRACT NO. 1), IN THE RECORDER OF DEEDS IN AND FOR YORK COUNTY, PENNSYLVANIA.

**LEGAL DESCRIPTION (AREA R3 - RIGHT-OF-WAY REVERT)**

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CARROLL TOWNSHIP, YORK COUNTY, PENNSYLVANIA, KNOWN AS AREA R3 ON A PLAN OF RIGHT-OF-WAY FOR NORFOLK SOUTHERN CORPORTION, CHESTNUT GROVE ROAD, BOUNDED AND DESCRIBED AS PER SURVEY DONE BY LYONS SURVEYING, LLC, AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ALONG THE WESTERN LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD (T-880) (33' WIDTH), ALONG LAND NOW OR FORMERLY OWNED BY CECILE CHIMEL COBLE (DEED BOOK 1425, PAGE 2022, TRACT NO. 2) AND ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN CORPORATION RAILROAD;

A.) THENCE ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN CORPORATION RAILROAD BY A CURVE TO THE LEFT HAVING A RADIUS OF 5,774.65', AN ARC LENGTH OF 14.42' AND A CHORD BEARING OF NORTH 56°56'16" EAST FOR A CHORD DISTANCE OF 14.42' TO A POINT, SAID POINT BEING ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN CORPORATION RAILROAD AND IN THE CENTERLINE OF CHESTNUT GROVE ROAD (T-880) (33' WIDTH);

B.) THENCE ALONG SAID CENTERLINE OF CHESTNUT GROVE ROAD BY A BEARING OF SOUTH 29°46'07" EAST FOR A DISTANCE OF 74.71' TO A POINT, SAID POINT BEING IN SAID CENTERLINE OF CHESTNUT GROVE ROAD;

C.) THENCE THROUGH SAID LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD BY A CURVE TO THE LEFT HAVING A RADIUS OF 41.69', AN ARC LENGTH OF 17.22' AND A CHORD BEARING OF SOUTH 80°36'25" WEST FOR A CHORD DISTANCE OF 17.10' TO A POINT, SAID POINT BEING ALONG THE WESTERN LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD (T-880) (33' WIDTH) AND ALONG LAND NOW OR FORMERLY OWNED BY CECILE CHIMEL COBLE (DEED BOOK 1425, PAGE 2022, TRACT NO. 2);

D.) THENCE ALONG SAID WESTERN LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD AND ALONG SAID COBLE LAND FOR THE FOLLOWING TWO COURSES AND DISTANCES:

1.) BY A BEARING OF NORTH 30°00'42" WEST FOR A DISTANCE OF 3.11' TO A POINT;

2.) BY A BEARING OF NORTH 28°19'02" WEST FOR A DISTANCE OF 64.84' TO A POINT, SAID POINT BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 1,080.03 SQUARE FEET OR 0.0248 ACRES.

BEING PART OF THE LEGAL RIGHT-OF-WAY OF CHESTNUT GROVE ROAD (T-880) (33' WIDTH), WHICH WILL BE REVERTED TO LAND NOW OR FORMERLY OWNED BY CECILE CHIMEL COBLE (DEED BOOK 125, PAGE 2022, TRACT NO. 2), IN THE RECORDER OF DEEDS IN AND FOR YORK COUNTY, PENNSYLVANIA.

**LEGAL DESCRIPTION (AREA R4 - RIGHT-OF-WAY REVERT)**

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CARROLL TOWNSHIP, YORK COUNTY, PENNSYLVANIA, KNOWN AS AREA R4 ON A PLAN OF RIGHT-OF-WAY FOR NORFOLK SOUTHERN CORPORTION, CHESTNUT GROVE ROAD, BOUNDED AND DESCRIBED AS PER SURVEY DONE BY LYONS SURVEYING, LLC, AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN THE CENTERLINE OF CHESTNUT GROVE ROAD (T-880) (33' WIDTH) AND ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN CORPORATION RAILROAD;

A.) THENCE ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN CORPORATION RAILROAD BY A CURVE TO THE LEFT HAVING A RADIUS OF 5,774.65', AN ARC LENGTH OF 18.69' AND A CHORD BEARING OF NORTH 56°46'24" EAST FOR A CHORD DISTANCE OF 18.69' TO A POINT, SAID POINT BEING ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN CORPORATION RAILROAD, ALONG THE EASTERN LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD (T-880) (33' WIDTH) AND ALONG LAND NOW OR FORMERLY OWNED BY JAMES R. AND LOIS NELL RICHWINE, BETTY M. AND MICHAEL J. GUIDARA, DAVID R. AND ROBIN L. RICHWINE AND MARK F. RICHWINE (DEED BOOK 1733, PAGE 3927);

B.) THENCE ALONG SAID EASTERN LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD AND ALONG SAID RICHWINE/GUIDARA LAND FOR THE FOLLOWING TWO COURSES AND DISTANCES:

1.) BY A BEARING OF SOUTH 28°19'02" EAST FOR A DISTANCE OF 67.14' TO A POINT;

2.) BY A BEARING OF SOUTH 30°00'42" EAST FOR A DISTANCE OF 30.11' TO A POINT, SAID POINT BEING ALONG SAID EASTERN RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD AND ALONG SAID RICHWINE/GUIDARA LAND;

C.) THENCE THROUGH SAID LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD BY A CURVE TO THE LEFT HAVING A RADIUS OF 41.69', AN ARC LENGTH OF 27.89' AND A CHORD BEARING OF NORTH 68°23'37" WEST FOR A CHORD DISTANCE OF 27.37' TO A POINT, SAID POINT BEING IN THE CENTERLINE OF CHESTNUT GROVE ROAD (T-880) (33' WIDTH);

D.) THENCE ALONG SAID CENTERLINE OF CHESTNUT GROVE ROAD BY A BEARING OF NORTH 29°46'07" WEST FOR A DISTANCE OF 74.71' TO A POINT, SAID POINT BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 1,472.19 SQUARE FEET OR 0.0338 ACRES.

BEING PART OF THE LEGAL RIGHT-OF-WAY OF CHESTNUT GROVE ROAD (T-880) (33' WIDTH), WHICH WILL BE REVERTED TO LAND NOW OR FORMERLY OWNED BY JAMES R. AND LOIS NELL RICHWINE, BETTY M. AND MICHAEL J. GUIDARA, DAVID R. AND ROBIN L. RICHWINE AND MARK F. RICHWINE (DEED BOOK 1733, PAGE 3927), IN THE RECORDER OF DEEDS IN AND FOR YORK COUNTY, PENNSYLVANIA.

**LEGAL DESCRIPTION (AREA R5 - RIGHT-OF-WAY TAKE)**

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CARROLL TOWNSHIP, YORK COUNTY, PENNSYLVANIA, KNOWN AS AREA R5 ON A PLAN OF RIGHT-OF-WAY FOR NORFOLK SOUTHERN CORPORTION, CHESTNUT GROVE ROAD, BOUNDED AND DESCRIBED AS PER SURVEY DONE BY LYONS SURVEYING, L.L.C, AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ALONG THE WESTERN LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD (T-880) (33' WIDTH) ALONG LAND NOW OR FORMERLY OWNED BY CECILE CHIMEL COBLE (DEED BOOK 1425, PAGE 2022, TRACT NO. 2);

A.) THENCE ALONG SAID WESTERN LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD BY A BEARING OF SOUTH 30°00'42" EAST FOR A DISTANCE OF 81.62' TO A POINT, SAID POINT BEING ALONG SAID WESTERN LEGAL RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD AND ALONG THE DIVIDING LINE OF LAND NOW OR FORMERLY OWNED BY CECILE CHIMEL

COBLE (DEED BOOK 1425, PAGE 2022, TRACT NO. 2) AND LAND NOW OR FORMERLY OWNED BY QUENTINS'S MEADOW INVESTMENTS, LIMITED PARTNERSHIP (DEED BOOK 1757, PAGE 2369, TRACT NO. 2) (PLAN BOOK SS, PAGE 326, LOT NO. 2);

B.) THENCE ALONG SAID DIVIDING LINE OF COBLE AND QUENTIN'S MEADOW INVESTMENTS, LIMITED PARTNERSHIP BY A BEARING OF SOUTH 52°54'03" WEST FOR A DISTANCE OF 9.43' TO A CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING ALONG SAID DIVIDING LINE OF COBLE AND QUENTIN'S MEADOW INVESTMENTS, LIMITED PARTNERSHIP AT THE DEDICATED RIGHT-OF-WAY LINE OF CHESTNUT GROVE ROAD (T-880) (25' FROM CENTERLINE);

C.) THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 41.69', AN ARC LENGTH OF 134.37' AND A CHORD BEARING OF NORTH 23°33'43" WEST FOR A CHORD DISTANCE OF 83.31' TO A POINT, SAID POINT BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 3,253.64 SQUARE FEET OR 0.0747 ACRES.

BEING PART OF THE SAME PREMISES OWNED BY CECILE CHIMEL COBLE RECORDED IN DEED BOOK 1425, PAGE 2022, TRACT NO. 2, IN THE RECORDER OF DEEDS IN AND FOR YORK COUNTY, PENNSYLVANIA.



**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Cecile and Edward Coble,

Complainants :

vs. :

Docket No. C-20054723

Norfolk Southern Railway Company; Carroll  
Township; York County; Dillsburg Borough;  
and Commonwealth of Pennsylvania, :

Department of Transportation, :

Respondents :

**CERTIFICATE OF SERVICE**

I hereby certify that I served one (1) copy of the foregoing Stipulation of Settlement of the parties, in the above action, this day by depositing the same in the United States mail, postage prepaid, in Harrisburg, Pennsylvania, addressed to:

Craig A. Doll, Esquire  
25 West Second Street  
P.O. Box 403  
Hummelstown, PA 17036

Cecile and Edward Coble  
10 Chestnut Grove Road  
Dillsburg, PA 17019

Michael W. Flannelly, Esquire  
Solicitor for York County  
45 North George Street, Room 241  
York, PA 17401

Gina M. D'Alfonso, Esquire  
Assistant Counsel in Charge  
PennDOT Office of Chief Counsel  
P.O. Box 8212  
Harrisburg, PA 17105-8212

Steven A. Stine, Esquire  
Solicitor for Carroll Township  
23 Waverly Drive  
Hummelstown, PA 17036

Mark. W. Allshouse, Esquire  
Solicitor for Dillsburg Borough  
4833 Spring Road  
Shermans Dale, PA 17090

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Eric R. Rohrbaugh  
Deputy Chief Counsel  
PA Public Utility Commission - Law Bureau  
P. O. Box 3265  
Harrisburg, PA 17105-3265

Timothy P. Ruth, Esquire  
Stock & Leader  
Susquehanna Commerce Center East  
221 W. Philadelphia Street, Ste. 600  
York, PA 17401-2994

James R. & Lois Nell Richwine  
370 Chestnut Grove Rd  
Dillsburg, PA 17019

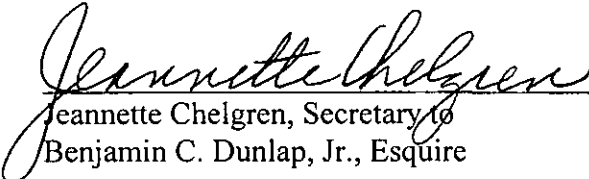
Michael J. & Betty M. Guidara  
235 Dorseys Lane  
Dillsburg, PA 17019

Roger C. and Mary C. Petrone  
310 Al-Pat Dr  
Dillsburg, PA 17019

David R. & Robin L. Richwine  
3360 Bitternut Blvd.  
York, PA 17404

Mark Richwine  
240 Dorseys Lane  
Dillsburg, PA 17019

Date: February 9, 2011

  
Jeannette Chelgren, Secretary to  
Benjamin C. Dunlap, Jr., Esquire

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