



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

REP

ISSUED: September 17, 1997

IN REPLY PLEASE
REFER TO OUR FILE
A-001-1016
C-00913256

DOCUMENT
FOLDER

SCOTT WASSERKRUG ASST GEN CNSL
CONSOLIDATED RAIL CORPORATION
LEGAL DEPARTMENT 16-A
2001 MARKET STREET TWO COMMERCE SQ
P O BOX 41416
PHILADELPHIA PA 19101-1417

Application of Consolidated Rail Corporation, . . .
Board of Supervisors of Bart Twp v. Consolidated Rail Corporation, PennDOT & Lancaster County, et al.

TO WHOM IT MAY CONCERN:

Enclosed is a copy of the Recommended Decision of Administrative Law Judge Louis G. Cocheres.

An original and nine (9) copies of signed exceptions to the decision, if any, MUST BE FILED WITH THE SECRETARY OF THE COMMISSION IN ROOM B-20, NORTH OFFICE BUILDING, NORTH STREET AND COMMONWEALTH AVENUE, HARRISBURG, PA OR MAILED TO P.O. BOX 3265, HARRISBURG, PA 17105-3265; a copy in the hands of the Office of Special Assistants, Room 210; and a copy in the hands of each party of record no later than September 26, 1997 by 4:30 P.M. 52 Pa. Code §1.56(b) cannot be used to extend the prescribed period for the filing of exceptions or reply exceptions.

Replies to exceptions, if any, must be served on the Secretary of the Commission, in the manner described above, no later than October 3, 1997 by 4:30 P.M. as well as served upon the parties. A certificate of service shall be attached to the filed exceptions.

Exceptions and reply exceptions shall obey 52 Pa. Code 5.533 and 5.535, particularly the 40-page limit for exceptions and the 25-page limit for replies to exceptions. Exceptions should be clearly labeled as "EXCEPTIONS OF (name of party) - (protestant, complainant, staff, etc.)".

Any reference to specific sections of the Administrative Law Judge's Recommended Decision shall include the page number(s) of the cited section of the decision.

Parties are also requested, if possible, to provide the Commission's Office of Special Assistants with a copy of exceptions/reply exceptions on a computer disk, 3 1/2" in size, in either Word Perfect (Version 5.0 or 5.1) or ASCII format.

Very truly yours,

James J. McNulty,
Acting Secretary

law
Encls.
Certified Mail
Receipt Requested

cc: ALJ COCHERES/ OFFICE OF ALJ/ OSA/ PIO/ T&S-LEGAL/ T&S-RAIL/ OUR FILE/ FILING & ASSIGNMENTS/ LAW/ CHAIRMAN/ COMMISSIONERS
See attached list for additional parties of record.

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Consolidated : Docket No.
Rail Corporation for the : A=00111016
abolition of 31 crossings of :
the Enola Branch, LC: 201323, :
MP 3.5 to MP 27.0, Sub No. :
1095X, Harrisburg Division, :
Lancaster County :

Board of Supervisors of Bart : Docket No.
Township v. Consolidated Rail : C-00913256
Corporation, Pennsylvania :
Department of Transportation :
and Lancaster County, et al. :

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FOLDER

DOCKETED
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RECOMMENDED DECISION

Before
Louis G. Cocheres
Administrative Law Judge

September 15, 1997

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I. RECOMMENDATION SUMMARY

Currently, pending before the Commission are two extensive partial stipulations of settlement (settlements) which resolve all issues regarding the abolition and alteration of the 25 crossings (as well as the sale of the entire rail line) involved in these cases. The first settlement (Conrail Ex. No. 6A) is among Consolidated Rail Corporation (Conrail) and seven townships (West Sadsbury, Sadsbury, Eden, Bart, Providence, Martic and Conestoga) (Townships). The second (Conrail Ex. No. 6B) is between Conrail and the Pennsylvania Department of Transportation (PennDOT). After reviewing these settlements, I have concluded that they are in the public interest and recommend their approval with some limited changes.

While these settlements were signed by the majority of the active parties, the remaining active parties did not unanimously support the agreements. Of the remaining non-signatories, only the Friends of the Atglen-Susquehanna Trail (FAST) and the Historic Preservation Trust Of Lancaster County, Inc. (HPT) actively opposed the settlements. The Pennsylvania Department of Conservation of Natural Resources (DCNR) and Lancaster County supported the settlements. The Commission's Bureau of Transportation and Safety (Staff) supported the settlements with modifications.

Any argument not reviewed in this decision has been rejected.

II. PROCEDURAL HISTORY

A. Docket No. C-00913256

As noted in the caption, this Recommended Decision concerns two consolidated cases: The "smaller" case started on February 25, 1991, when the Commission received the complaint of the Board of Supervisors of Bart Township versus Conrail, PennDOT and Lancaster County. It was docketed at number C-00913256. The complaint alleged an unsafe condition at the crossing where Lamparter Road (T-774) crossed above Conrail tracks in Bart Township, Lancaster County. The parties (which also included FAST and DCNR) entered into a settlement agreement which required the highway bridge to be replaced with a roadway over fill and a culvert.

The Commission approved the settlement by a Tentative Decision, entered June 22, 1993. The Tentative Decision was finalized by an Opinion and Order, entered October 25, 1993.

Thereafter, Bart Township submitted a Petition For Amendment Or Rescission by letter dated May 5, 1995. The petition alleged 1) that a related project (Mount Pleasant Road at Docket No. C-00913258) on the same rail line had undermined the Township's financial ability to complete the Lamparter Road project, 2) that the original settlement upon which the Commission Order was based required the installation of a culvert under Lamparter Road to insure the continuity of a trail without intersecting the highway,

3) that the trail design as advocated by FAST already included removal of two grade separated crossings, 4) that elimination of the culvert concept from the Lamparter Road project would result in a pedestrian accessible grade for the proposed trail, 5) that the Township had concerns about FAST's ability to implement a trail on the existing line and 6) that the existing culvert installed at Mount Pleasant Road had become an attractive nuisance.

By letter dated April 9, 1995, the Township moved to consolidate its pending petition with the Application of Conrail at Docket No. A-00111016. The motion was granted by Prehearing Order No. 2, dated September 14, 1995.

During the subsequent settlement discussions, the Lamparter Road crossing was designated crossing No. 7A. That reference number was also used in the subsequent settlement documents.

B. Docket No. A-00111016

The Commission's Staff submitted a brief from which the following procedural history (Id. at 1-3) was taken with minor editing from the undersigned.

This matter began when Conrail filed an application on September 29, 1993, with the Commission for approval of the abolition of 31 rail-highway crossings along its Enola Branch¹

¹The parties sometimes refer to the line in question as the Enola Line, Enola Low Grade Line or the Atglen to Susquehanna Line.

located in Lancaster County. The Commission docketed the proceeding at number A-00111016.

An engineer from the Commission's Bureau of Transportation and Safety conducted a field meeting at the sites of the various crossings on April 19, 20 and 21, 1994. On May 2, 1994, FAST filed a petition to intervene in the proceeding. FAST's petition alleged that it wished to convert Conrail's Enola Branch into a recreational trail and requested leave to intervene in order to bring before the Commission information regarding the impact of the Commission's action upon the proposed trail. The Commission issued an Order on August 31, 1994, granting FAST's petition.

On March 7, 1995, the Commission issued an order abolishing six of the crossings in Conrail's application. Ordering Paragraph No. 5 directed that twenty-four of the crossings be scheduled for hearing on their disposition. Specifically, Paragraph No. 5 of the Commission's March 7, 1995 Order directed that Crossing Nos. 1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 21, 23, 24, 26, 27, 28 and 31 be scheduled for hearing. The Commission's Order also stated that one of the crossings contained in Conrail's application had been abolished in a proceeding at Docket No. C-00913255.

By letter dated August 21, 1995, Conrail requested that the matter be submitted to the Commission's alternative dispute resolution process. By letter dated August 23, 1995, FAST joined

in Conrail's request. By Prehearing Order No. 2, dated September 14, 1995, the undersigned granted the request and referred the consolidated cases to mediation. The Order also required that the parties file written direct testimony in the proceeding on or before October 13, 1995, and scheduled hearings for November 6, 8 and 9, 1995.

The Commission mediators were not successful within the allotted time period. However, the parties continued to negotiate, and two days of hearings in November were canceled to allow the process to continue. Informal status conferences were held periodically to ensure that the parties were making progress.

After protracted negotiations, Conrail reached a settlement with the Pennsylvania Department of Transportation (PennDOT) regarding the disposition of the structures involving state highways and an agreement with the various municipalities regarding the disposition of structures and the rail line. FAST objected to the stipulations, and the undersigned held hearings on June 11 and 12, 1997, regarding the settlements and any objections to them. At the conclusion of the hearings, I directed the parties to file only one brief per party. Reply briefs were not permitted.

Briefs were filed by Conrail, PennDOT, Lancaster County, FAST, the Townships and Staff. By letter dated June 24, 1997, the HPT joined the brief of FAST and requested the opportunity to file a reply brief. Consistent with my directions at the close of the

hearings, the request to file a reply brief was refused. On June 27, 1997, the Commission received the Motion Of Consolidated Rail Corporation For Leave To File A Reply Brief. Consistent with my directions at the close of the hearings, the motion will be denied below.

III. FINDINGS OF FACT

Conrail

1. Conrail Exhibit No. 6A is a copy of the "Stipulation of Settlement" dated February 25, 1997, among Conrail and West Sadsbury, Sadsbury, Eden, Bart, Providence, Martic and Conestoga Townships. (A copy is attached.)

2. Conrail Exhibit No. 6B is a copy of the "Stipulation of Settlement" dated February 21, 1997, between Conrail and the Pennsylvania Department of Transportation. (A copy is attached.)

3. Consolidated Rail Corporation, a Pennsylvania corporation, (sometimes known as Conrail, Inc.), is the owner of the former rail line which lies generally within Lancaster County, and partly within West Sadsbury Township, Chester County, known at one time as the Susquehanna (A&S) Branch and more recently as the Enola Branch.

4. Conrail was the operator of the rail line prior to the termination of rail service. Conrail, Inc., the publicly owned parent corporation of Consolidated Rail Corporation, has agreed to be acquired and to be merged into a wholly-owned subsidiary of CSX

Corporation. The merger of Conrail's railroad operations into CSX awaits review and approval of the Surface Transportation Board (STB). Conrail St. No. 1, Xing 1, ¶1.²

5. Conrail management decided to discontinue rail service on the Enola Branch and to seek abandonment authorization before the ICC.

6. The name of the former rail line is the Enola Branch, and sometimes the Susquehanna (A & S) Branch. Conrail gave notice of its intention to abandon service on the line by filing notice with the Interstate Commerce Commission (ICC) in October, 1989, docketed at No. AB-167 (Sub-No. 1095X). No objection or exception to abandonment was thereafter filed, and the line was approved for abandonment February 22, 1990.

7. On or about December 28, 1992, Lancaster County received an extension of the negotiating period within which to reach an agreement with Consolidated Rail Corporation pursuant to the February 22, 1990 Notice of Interim Trail Use or Abandonment. Lancaster County was to conclude negotiations and reach a sale agreement by April 15, 1993. On March 26, 1993, Lancaster

²Conrail Statement No. 1 contains excellent descriptions of the crossings and will be referenced many times. Unfortunately, the statement consists of 111 pages of testimony (none of which are numbered) and 6 exhibits. Although the lack of page numbers is awkward, it is not fatal. The testimony clearly is set forth in numerical sections (consisting of 2-4 pages with numbered paragraphs) which are in sequence and correspond to the crossing numbers. As a result, the testimony will be referenced by crossing number and paragraph number.

requested an extension of time within which to negotiate the agreement with Conrail which was opposed by Conrail. Lancaster County's request for extension was denied by the ICC, the trail use condition imposed in the February 22, 1990, decision was vacated, and Conrail was given permission to abandon the line effective on the service date of April 19, 1993. Conrail St. No. 1, Xing 1, ¶2.

8. The ICC Decision confirming abandonment directed that no steps be taken to alter the historic integrity of the bridges on the line until completion of the Section 106 process of the National Historic Preservation Act, 16 U.S.C. § 470. Conrail St. No. 1, Xing 1, ¶2.

9. In its Decision, at Consolidated Rail Corporation--Abandonment Exemption--Lancaster and Chester Counties, PA, at Docket No. AB-167 (Sub-No. 1095X) (*Slip Op.*, decided February 14, 1990) (See, Attachment A to Conrail Brief.), the ICC imposed a historic use condition which required Conrail to complete the 106 process. The basis for the condition was that the Pennsylvania Historical and Museum Commission had not completed its review of the 83 bridges on the line. *Slip op.* at 4. The abandonment was also conditioned in part on a trail use provision depending on the outcome of negotiations with Lancaster County. *Id.* at 2-5.

10. After the expiration of certain extensions for negotiations granted to Lancaster County, the ICC issued a decision order at the same docket number which specified that the trail use

condition, imposed on February 22, 1990, was vacated, and Conrail was permitted to abandon the line. ICC Decision, dated April 14, 1993 (Slip Op.). See, Attachment C to Conrail Brief.

11. Conrail has removed the rail equipment (e.g. rails, ties, etc.) from the line.

Lancaster County

12. Lancaster County supports the two "Settlements", Conrail Exhibits 6A and 6B. Lanc. Co. St. No. 1, p. 3.

13. Lancaster County will implement an Intermunicipal Agreement with the Townships along the rail line to preserve the entire length of the rail corridor in one continuous parcel of land. Lanc. Co. St. No. 1, p. 3.

City of Coatesville Authority

14. The City of Coatesville Authority (CCA) has a water line within the Conrail right-of-way. The water line is located along Conrail's southern right-of-way line from Crossing Nos. 1 through 12. The water line was installed in 1903. The current authority for placement and existence of the line within the Conrail right-of-way is pursuant to agreement dated February 9, 1973. This agreement is between the Octoraro Water Company (CCA predecessor) and Penn Central Transportation Company (Conrail predecessor). CCA St. No. 1, p. 2.

15. The water line consist of a 24 inch cast iron pipe running from Crossing No. 1 through Crossing No. 8. At Crossing No.

9 the pipe size changes to 10 inch for the rest of the line. CCA St. No. 1, Ex. B through M.

16. CCA does not anticipate any relocation of its line based on the preliminary plans. Should relocation or protection of its line be required, CCA would look to Conrail for reimbursement of any expenses pursuant to Paragraph 7 of their agreement. CCA St. No. 1, p. 2.

17. CCA requires that, if construction is performed near its water line, the line be protected from vibration impact, weight of construction equipment and placement of fill material in the vicinity of the water line. CCA also requires that erosion control and slope stabilization devices be used to prevent erosion and exposure of its line due to storm water runoff. CCA St. No. 2, p. 2.

Pennsylvania Power & Light Company

18. At Crossing No. 16, Pennsylvania Power & Light Company (PP&L) has an underground three-phase line located within public right-of-way on the west side of the crossing. The line is approximately three feet underground. If the line must be relocated to accommodate removal of the bridge footing, it will cost about \$4,500. Testimony of Sarah A. McGill, pp. 2-3.

19. At Crossing No. 27, PP&L has two three-phase lines. One line parallels Pa. Route 324 on the north side and crosses the highway at the railroad crossing. This line is located within

Conrail right-of-way. The second line parallels the railroad along the north side of S.R. 3019. This line is located within PennDOT's right-of-way. If these lines must be relocated to accommodate removal of the bridge, it will cost about \$9,000. *Id.* at 3-4.

20. PP&L does not seek reimbursement for cost to relocate its facilities at Crossing Nos. 16 and 27. *Id.* at 3-4.

Amtrak

21. Amtrak has certain rights in the Conrail right-of-way pursuant to a deed from Conrail. Amtrak Ex. A. Amtrak has an easement and rights relating to electric power transmission facilities. These facilities are vital to Amtrak's operations in that they provide power to Amtrak's Northeast Corridor operations and between Philadelphia and Harrisburg. Amtrak St. No. 1, p. 2.

22. Amtrak's facilities consist of metal poles, on Conrail's right-of-way, supporting an electric transmission line. Amtrak's Exhibit B depicts the location of these facilities. Amtrak St. No. 1, p. 3.

23. Amtrak has the right of "reasonable access" in order to maintain the electric transmission facilities. Amtrak must have adequate access to permit repair and construction equipment to reach the utility poles and wires. Amtrak St. No. 1, p. 4.

24. Amtrak will maintain its own facilities in their present locations. Amtrak will not agree to bear the cost of performing any work, even to its own facilities, necessitated by or

required by the Commission and/or the new Enola Line property owners. Amtrak St. No. 1, p. 4 and 5.

F A S T

25. According to FAST witness, Mr. Wilson: The need for future rehabilitation and/or replacement (for the structures involved in this proceeding) will be highly dependent on the amount of maintenance performed on each of the bridges. A well run regular maintenance program may forestall major rehabilitation and replacement indefinitely. Generally, the following life cycle can be assumed for the bridge structures involved: steel bridges 50 years-superstructure replacement and 100 years-total structure replacement, bridge or stone arch. Wilson Ex. B, p. 5.

26. The condition of the Sigman Road bridge is listed as poor in Wilson Ex. B, p. 2, Bridge Inventory; but is also listed as marginal in FAST Ex. B, p. 9, Master Park Plan, December 1994.

27. The FAST's cost summary of initial bridge related trail improvements for 14 structures is as follows:

construction (see note below)	\$392,050.00
construction inspection	45,000.00
contingencies	55,000.00
yearly maintenance	20,200.00
bi-annual inspection	14,000.00
superstructure jacking per bridge	16,000.00

Note: Superstructure jacking of single span steel bridges is not included in this estimate. If additional underclearance is required at any of these bridges the cost of replacement versus jacking will be studied to determine the most cost effective solution.

Wilson Ex. B, p. 4.

28. FAST's cost estimate of initial construction improvements for Crossing No. 4 is \$14,380, for Crossing No. 10 is \$15,908 and for Crossing No. 26 is \$18,158. Wilson Ex. B, Bridge Related Trail Improvement Summary.

Bureau of Transportation and Safety

29. The Bureau is of the opinion that, if the structures at Crossing Nos. 3, 5, 6 and 9 are left in place, then vertical clearance warning signs should be installed to warn the traveling public of the low clearance at the structure. PUC Staff St. No. 1, pp. 14, 22, 25, and 32. PUC Staff Ex. Nos. 6, 7, 10, 11, 12, 15 and 16.

PennDOT

30. It is PennDOT's opinion that the Stipulation of Settlement adequately addresses PennDOT's safety concerns at the crossings of Conrail with state highways and is consistent with the Governor's Policy on structure preservation.

31. PennDOT's minimum clearance on highways is 14' 6" for collector and local roads, and 16' 6" for arterial and limited access freeways. PennDOT Ex. No. 2.

Crossing No. 1

32. The bridge at Crossing No. 1 is designated OH 4.03, situate partly in Sadsbury Township, Lancaster County, Pennsylvania and partly in West Sadsbury Township, Chester County, Pennsylvania, and identified as Bridge No. 1 (Noble Road, AAR/DOT #518 184M).
Conrail St. No. 1, Xing 1.

33. The bridge at Crossing No. 1 is a 60 foot stone arch bridge with a width of 29' 0". There is 40" of ballast depth at the bottom curb. The span length is 64' 0", running over a two lane macadam roadway and Pine Creek, which runs adjacent to the roadway. Clear roadway width beneath the stone arch is 38' 0". Construction of the bridge was accomplished by the Pennsylvania Railroad during the year 1905. Conrail St. No. 1, Xing 1, ¶4.

34. The bridge carries the abandoned Enola Branch of Conrail over the East Branch of the Octorara Creek and State Route (S. R.) 2009, locally known as Noble Road. The subject crossing is located at Segment 0300 and Offset 0618. The highway was formerly identified as Legislative Route (L.R.) 36009 and the crossing was at Station 689+06. The creek is the boundary between West Sadsbury Township in Chester County and Sadsbury Township in Lancaster County. S. R. 2009 runs from the village of Fairmount in Little

Brittain Township through Colerain, Bart and Sadsbury Townships to S. R. 0372 in Christiana Borough. PennDOT St. No. 1, p. 4.

35. There is no assigned responsibility for maintenance of this crossing by order of this Commission or any other agency. Conrail St. No. 1, Xing 1, ¶¶3 and 6.

36. PennDOT has agreed to undertake, at its sole cost and expense, any alterations needed immediately at the site (guiderail and sign installation, paving, painting, minor structural repairs) as determined by PennDOT. The estimated cost to perform the safety related modifications is \$20,000.00. Conrail St. No. 1, Xing 1, ¶¶3 and 8. Conrail Ex. No. 6A, p. 3, ¶ 2.5. Conrail Ex. No. 6B, p. 4, ¶(a). PennDOT St. No. 1, p. 6.

37. Conrail has agreed to install parapet fencing at its sole expense. Conrail St. No. 1, Xing 1, ¶¶3 and 8. Conrail Ex. No. 6A, p. 3, ¶2.4.

38. In Conrail's opinion this bridge is in good condition. Conrail St. No. 1, Xing 1, ¶7.

39. S. R. 2009 is a two lane asphalt paved highway through and adjacent to the subject crossing. The roadway width is 16 feet. The horizontal alignment through the crossing is on a tangent, and the vertical alignment is mostly flat. The general physical condition of the approach roadways is fair. PennDOT St. No. 1, p. 5.

40. The maintenance function code for S. R. 2009 is identified as a "D" which is a collector highway with an average daily traffic (ADT) of 730 vehicles of which 8% are trucks. The projected future ADT for the year 2015 is 1,100 vehicles. PennDOT does not have any records pertaining to pedestrian traffic at this structure. PennDOT St. No. 1, p. 5

41. PennDOT's accident records do not indicate any reportable accidents at this crossing. PennDOT St. No. 1, p. 6.

42. S. R. 2009 at the subject crossing has a horizontal clearance of 27.7 feet between the face of the existing arch and the guiderail on the eastern side of the roadway and a minimum vertical clearance of 21'6", at the edge of the paved roadway. PennDOT St. No. 1, p. 6.

43. The crossing is adequate to safely accommodate the traffic at this location. PennDOT St. No. 1, p. 6.

Crossing No. 2

44. The bridge at Crossing No. 2 is designated OH 4.07, situated in Sadsbury Township, Lancaster County and identified as Bridge No. 2 (Orchard Buck Road, AAR/DOT #518 185U). Conrail St. No. 1, Xing 2.

45. The bridge at Crossing No. 2 is a single span riveted steel half-through truss founded on stone masonry abutments constructed in 1904. Abutments are constructed at 90 degrees to the roadway centerline. Span length center-to-center of bearings is

91'0". The floor system consists of a timber deck supported by timber stringers, in turn supported by built-up steel floorbeams. Clear roadway width between timber curbs is 12'3". Clear height above the railroad bed is approximately 23 feet. Currently the bridge carries a posted maximum weight limit of 10 tons. Construction of the bridge was accomplished by the Pennsylvania Railroad during the year 1904. Conrail St. No. 1, Xing 2, ¶ 4.

46. The bridge carries T-974 (Orchard Buck Road), a two-lane macadam road, over the abandoned Enola Branch of Conrail. Conrail St. No. 1, Xing 2, ¶ 5.

47. Sadsbury Township currently maintains this crossing under a Commission Order docketed at No. C-80021865 and entered on April 30, 1981. Conrail reimbursed the Township in the amount of approximately \$16,000.00 in connection with maintenance performed at that time. Conrail St. No. 1, Xing 2, ¶¶ 3 and 6.

48. This bridge is designed to carry a weight limit of 10 tons. The structure has outlived its useful life and remains obsolete and deficient in load-carrying capacity, clear width, and safety features. Deterioration of the steel continues, and it is believed that this structure should be replaced in the near future or removed. Conrail St. No. 1, Xing 2, ¶ 7; Staff St. No. 1, pp. 8-10.

Crossing No. 3

49. The bridge at Crossing No. 3 is designated OH 5.77, situated in Sadsbury Township, Lancaster County and identified as Bridge No. 3 (Brick Mill Road, AAR/DOT #518 187H). Conrail St. No. 1, Xing 3.

50. The bridge is a single span riveted steel girder bridge, consisting of three half-through girders spaced at 13'0" center-to-center, with a stringer-floorbeam system. Transverse timber ties across the stringers support the ballast material. Abutments are constructed at 90 degrees to the railroad centerline. Clear span between abutments is 29'0", and girder length out-to-out is 34'0". Minimum clearance above the roadway to the bottom of the girders is 11'0". Abutments are stone masonry with concrete caps, pedestals, and backwalls. Wingwalls are also stone masonry with concrete caps. The bridge was constructed in 1904 by the Pennsylvania Railroad. Conrail St. No. 1, Xing 3, ¶ 4.

51. The bridge carries the abandoned Enola Branch of Conrail over T-970 (Brick Mill Road), a two-lane macadam highway. Conrail St. No. 1, Xing 3, ¶ 5.

52. There is currently no agreement or no order concerning its maintenance issued by the Commission or any other authority. Conrail St. No. 1, Xing 3, ¶¶ 3 and 6.

53. The structure is in generally fair condition. Corrosion does appear heavy at some areas, but deterioration is

generally minor. Conrail proposes no work to be done to this structure to provide for a safe highway. Conrail St. No. 1, Xing 3, ¶ 7.

54. Settlements have been entered into between Conrail and PennDOT and among Conrail and various municipalities, including Sadsbury Township, related to the disposition of the crossing structure which, if approved, would impose upon Sadsbury Township maintenance or demolition costs for the structure and cost of maintenance of the roadway. Conrail St. No. 1, Xing 3, ¶ 8; Conrail Ex. No. 6A and 6B.

55. There are no low clearance warning signs posted at or near the crossing. Staff Ex. Nos. 6 and 7.

Crossing No. 4

56. The bridge at Crossing No. 4 is designated OH 6.35, situated in Sadsbury Township, Lancaster County and identified as Bridge No. 4 (White Oak Road, AAR/DOT #518 188P). Conrail St. No. 1, Xing 4.

57. The bridge is a single span riveted steel girder bridge, consisting of three half-through girders spaced at 13'0" center-to-center, with a stringer-floorbeam system. Transverse timber ties across the stringers support the ballast material. The bridge is constructed on an approximate skew of 63 degrees. Clear span between abutments is 34'6", and girder length out-to-out is 40'0". Minimum clearance above the roadway to the bottom of the

girders is 14'0". Abutments are stone masonry with concrete pedestals supporting girders and stringers. Wingwalls are also stone masonry with concrete caps. The bridge was constructed in 1904 by the Pennsylvania Railroad. Conrail St. No. 1, Xing 4, ¶ 4.

58. The bridge carries the abandoned Enola Branch of Conrail over S.R. 2021 (White Oak Road), a two-lane macadam roadway. Conrail St. No. 1, Xing 4, ¶ 5.

59. There is currently no agreement with regard to maintenance of this bridge and no orders concerning its maintenance issued by the Commission or any other authority. Conrail St. No. 1, Xing 4, ¶¶ 3 and 6.

60. The bridge is a riveted steel structure in generally fair condition crossing a two-lane macadam roadway. Corrosion appears heavy at some areas. Deterioration noted is generally minor and sufficient section remains. Xing 4, ¶ 7.

61. Conrail requests that the Commission approve the settlements that have been entered into between Conrail and PennDOT and among Conrail and various municipalities, including Sadsbury Township, relative to the disposition of the crossing structures. If the settlements are approved, Conrail has agreed, within two years after entry of a final order, at its sole cost and expense, to remove the structure over White Oak Road, remove the abutments to a point two feet below finished ground level, slope embankments to a two-to-one slope and make any necessary provisions for

protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Conrail St. No. 1, Xing 4, ¶ 8.

62. PennDOT agrees to continue to maintain the roadway at the subject crossing and the highway approaches. PennDOT St. No. 1, p. 11.

63. Crossing No. 4 is a steel girder bridge over S. R. 2021, locally known as White Oak Road. The highway was formerly identified as L. R. 36079 and the crossing was at Station 41+70. S. R. 2021 in Lancaster County extends from S. R. 2009 in Sadsbury Township, to S. R. 0372 at the Village of Smyrna. PennDOT St. No. 1, p. 8.

64. S. R. 2021 is a two lane asphalt paved highway through and adjacent to the subject crossing. The roadway width is 16 feet. The horizontal alignment through the crossing is on a tangent, and the vertical alignment is mostly flat. The general physical condition of the approach roadways is fair to poor. PennDOT St. No. 1, p. 9.

65. S. R. 2001 is a local access highway with an average daily traffic (ADT) of 589 vehicles of which 29% are trucks. The projected future ADT for the year 2015 is 890 vehicles.

PennDOT does not have any records pertaining to pedestrian traffic at this structure. PennDOT St. No. 1, p. 9.

66. PennDOT's accident records do not indicate any reportable accidents at this crossing. PennDOT ST. No. 1, p. 10.

67. According to PennDOT, the crossing is not adequate to accommodate the highway traffic. S. R. 2021 at the subject crossing has a horizontal clearance of 30.2 feet between the front faces of existing abutments and a minimum vertical clearance of 13'11" at the edge of the paved roadway. PennDOT agrees to the demolition of the existing structure in accordance with Conrail Exhibit 6B. PennDOT St. No. 1, p. 10.

68. PennDOT has no present maintenance responsibilities with respect to the existing railroad over highway bridge. It does not have any record of any prior Commission orders. PennDOT St. No. 1, p. 11.

Crossing No. 5

69. The bridge at Crossing No. 5 is designated UG 7.20, situated in Bart Township, Lancaster County and identified as Bridge No. 5 (Quaker Church Road, AAR/DOT #518 189W). Conrail St. No. 1, Xing 5.

70. The bridge is a single span riveted steel girder bridge, consisting of three half-through girders spaced at 13'0" center-to-center, with a stringer-floorbeam system. Transverse timber ties across the stringers support the ballast material. The bridge is constructed on an approximate skew of 72 degree. Clear span between abutments is 29'2", and girder length out-to-out is

35'4". Minimum clearance above the roadway to the bottom of the girders is 13'1". Abutments are stone masonry with concrete caps and pedestals. Conrail St. No. 1, Xing 5, ¶ 4.

71. The bridge carries the abandoned Enola Branch of Conrail over T-778 (Quaker Church Road), a two-lane macadam roadway. Conrail St. No. 1, Xing 5, ¶ 5.

72. There is currently no agreement with regard to maintenance of this bridge and no orders concerning its maintenance issued by the Commission or any other authority. Conrail St. No. 1, Xing 5, ¶¶ 3 and 6.

73. This bridge remains in fairly good condition. Deterioration noted is generally minor and sufficient section remains. Conrail proposes no work to be done to this structure to provide for a safe highway. Conrail St. No. 1, Xing 5, ¶ 7.

74. Conrail requests that the Commission approve the settlements entered into between Conrail and PennDOT and among Conrail and various municipalities, including Bart Township, relative to the disposition of the crossing structures. Conrail St. No. 1, Xing 5, ¶ 8; Conrail Ex. No. 6A and 6B.

75. Quaker Church Road (T-778) is a local collector road. Quaker Church Road is paved, is 15.5 feet in width, is fairly level and is angled approximately 19.5 degrees with respect to the crossing structure. Bart Township currently maintains the roadway at Crossing No. 5. Bart Township has no maintenance responsibility

with respect to the crossing structure. Bart Twp. St. No. 1, p. 3 and 4.

76. If the Stipulation of Settlement is approved, Bart Township will agree to assume maintenance responsibility of the roadway and crossing structure at Crossing No. 5, consistent with Paragraph 3.3 of the Stipulation of Settlement. Bart Twp. St. No. 1, p. 4.

77. There are no low clearance warning signs posted at or near the crossing. Staff Ex. Nos. 10 and 11.

Crossing No. 6

78. The bridge at Crossing No. 6 is designated UG 7.61, situated in Bart Township, Lancaster County and identified as Bridge No. 6 (Vintage Road, AAR/DOT #518 190R). Conrail St. No. 1, Xing 6.

79. The bridge is a stone masonry arch structure located very near to the railroad grade. Culvert length out-to-out is 31'7". Clear span is 31'0", and the arch rise is 7'6". Total clear height above the roadway is approximately 14'0" at the center of the arch. Spandrel walls, wingwalls, abutments walls, and ring stones also consist of cut stone masonry. Each spandrel wall is capped with a concrete parapet wall, topped with steel pipe railing. Wingwalls at the south side are capped and extended with concrete. Tie-backs have been installed on the south spandrel wall. A bridge plaque in place on the bridge indicates that it was

constructed in 1903 by the Pennsylvania Railroad, although Conrail records indicated construction occurred in 1904. Conrail St. No. 1, Xing 6, ¶ 4.

80. The bridge carries the abandoned Enola Branch of Conrail over T-766 (Vintage Road), a two-lane macadam highway. Conrail St. No. 1, Xing 6, ¶ 5.

81. There is currently no agreement with regard to maintenance of this bridge and no orders concerning its maintenance issued by the Commission or any other authority. Conrail St. No. 1, Xing 6, ¶¶ 3 and 6.

82. The structure has served its intended use for the past 88 years without sustaining major problems. The movement of water through the arch structure has resulted in leaching of joint mortar. Conrail proposes no work to be done to this structure to provide for a safe highway. Conrail St. No. 1, Xing 6, ¶ 7.

83. Conrail requests that the Commission approve the settlements entered into between Conrail and PennDOT and among Conrail and various municipalities, including Bart Township, relative to the disposition of the crossing structures. Conrail St. No. 1, Xing 6, ¶ 8; Conrail Ex. Nos. 6A and 6B.

84. Vintage Road (T-766) is a local collector road which is paved, flat and 17 feet wide. The road is in fair condition and is aligned 28 degrees with respect to the crossing structure. Bart Township currently maintains the roadway at

Crossing No. 6. Bart Township has no maintenance responsibility with respect to the crossing structure at Crossing No. 6. Bart Twp. St. No. 1, p. 5 and 6.

85. If the Stipulation of Settlement is approved, Bart Township will agree to assume maintenance responsibility of the roadway and crossing structure at Crossing No. 6, consistent with Paragraph 3.4 of the Stipulation of Settlement. Bart Twp. St. No. 1, p. 6.

86. There are no low clearance warning signs posted at or near the crossing. Staff Ex. No. 12.

Crossing No. 7

87. The bridge at Crossing No. 7 is designated OH 8.22, situated in Bart Township, Lancaster County and identified as Bridge No. 7 (Georgetown Road, AAR/DOT #518 191X). Conrail St. No. 1, Xing 7.

88. This is a new concrete structure carrying A-312, Georgetown Road, a two lane macadam roadway, across the abandoned Enola Branch line. Conrail St. No. 1, Xing 7, ¶¶ 4 and 5.

89. Commission Order at Docket No. A-105671, entered May 16, 1985, ordered 50% of maintenance to Conrail and 50% of maintenance to PennDOT. By letter agreement dated April 9, 1990, PennDOT agreed to assume 100% of the maintenance of this new structure with Conrail paying to PennDOT the sum of \$8,768.00 or

7.5% of the construction cost of a new bridge. Conrail St. No. 1, Xing 7, ¶¶ 3 and 6.

90. This is a new concrete structure and is currently not in need of any repair or reconstruction. It is sufficient for its intended use of vehicular traffic. Conrail St. No. 1, Xing 7, ¶ 7.

91. Maintenance responsibility has been assumed by PennDOT by letter agreement of April 9, 1990. Conrail requests that the Commission approve settlements that have been entered into between Conrail and PennDOT and between Conrail and various municipalities, including Bart Township, relative to said crossing.

92. Crossing No. 7 is a new bridge, built in 1985, to carry S. R. 0896, locally known as Georgetown Road, over Conrail's tracks. The highway was formerly identified as L. R. 36081 and the crossing was at Station 266+48. S. R. 0896 in Lancaster County extends in a northerly direction from the Village of Octorara near the Lancaster/Chester County line to S. R. 0340 in the Village of Smoketown in East Lamparter Township. PennDOT St. No. 1, p. 12.

93. S. R. 0896 is a two lane asphalt paved highway over and adjacent to the subject crossing. The roadway width is 20 feet. The horizontal alignment through the crossing is on a tangent, and the vertical alignment is on a relatively flat crest vertical curve. The general physical condition of the approach is very good. PennDOT St. No. 1, p. 13.

94. S. R. 0896 is a collector highway with an average daily traffic (ADT) of 2,815 vehicles of which 8% are trucks. The projected future ADT for the year 2015 is 4,230 vehicles. PennDOT does not have any records pertaining to pedestrian traffic at this structure. PennDOT St. No. 1, p. 13.

95. PennDOT's accident records indicate that four (4) reportable accidents occurred at this crossing area. Of these four accidents, one involved a fixed object. The remaining accidents involved vehicles only. PennDOT St. No. 1, p. 14.

96. According to PennDOT, the crossing is adequate to accommodate the highway traffic. S. R. 0896 is a new structure over the former railroad and has a clear distance between curb lines of 30.0 feet. The crossing is adequate to safely accommodate vehicular traffic now and in the foreseeable future. No work is presently required. PennDOT St. No. 1, p. 14.

97. PennDOT has assumed the total maintenance responsibilities and costs for the subject crossing by executing an agreement with Conrail dated May 10, 1990. In exchange for assuming Conrail's costs associated with the maintenance responsibilities, Conrail conveyed \$48,768 to PennDOT. An order issued by the Commission at Docket No. A-00105671 was entered June 21, 1990. PennDOT Ex. No. 3 is a copy of this order. PennDOT St. No. 1, p. 15.

98. PennDOT agrees to maintain the structure and the highway approaches thereto at the subject crossing. PennDOT also agrees to bear the costs for the maintenance of the highway approaches and for the entire structure in accordance with the letter agreement between the PennDOT and Conrail dated May 10, 1990. PennDOT St. No. 1, p. 16.

Crossing No. 7A

99. Crossing No. 7A is a bridge that carries Lamparter Road (T-774), a Township road, over the former Enola Branch. Lamparter Road is a paved local collector road 15 feet wide with a straight alignment with respect to the crossing. The bituminous tar and chip wearing surface of Lamparter Road approaching the crossing is in satisfactory condition. Bart Township is unaware of any accidents at Crossing No. 7A. Bart Twp. St. No. 1, p. 8.

100. The structure at Crossing No. 7A is in unsatisfactory condition. In the opinion of Bart Township, the bridge is inadequate for vehicular traffic and must be replaced, repaired or closed. Bart Twp. St. No. 1, p. 9.

101. If the Stipulation for Settlement is approved, Bart Township, at its sole cost and expense, will be responsible for demolition of the crossing structure carrying Lamparter Road over the Enola Branch. Bart Township will, under the settlement, make any necessary provisions to remove bridge abutments to a point two feet below finished ground level, will place and compact fill

material, will reconstruct Lamparter Road on fill, and will thereafter be solely responsible for the maintenance of Lamparter Road. Bart Township feels very strongly that this bridge needs immediate attention, should be removed, and the roadway continued on fill. Bart Twp. St. No. 1, p. 9.

102. Bart Township currently has maintenance responsibility of Lamparter Road. Bart Township currently has no maintenance responsibility with respect to the crossing structure, except that addressed by prior Commission Order at Docket No. C-00913256, referenced below. Bart Twp. St. No. 1, p. 9.

103. On March 5, 1993, Bart Township entered into a Stipulation by which it agreed to "remove and replace Lamparter Road bridge" in accordance with a sketch plan for Lamparter Road bridge prepared by N.M. Lake & Associates, Inc., dated March 3, 1993. Grade work was to be completed on or before December 31, 1996. Bart Twp. St. No. 1, p. 10.

104. The Stipulation was approved by the Commission by Order, entered October 25, 1993, at Docket No. C-00913256. Bart Twp. St. No. 1, p. 10.

105. The Commission Order at Docket No. C-00913256, entered October 25, 1993, was never carried out. Commission file at Docket No. C-00913256.

106. In its 1993 Stipulation and in the Order relating to this crossing, Bart Township's proposed work was of a significantly greater degree, involving the retention of various facilities, acquisition of fill from off-site and the installation of a 17 foot diameter steel pipe (culvert) under the fill for use by persons and vehicles to cross beneath Lamparter Road along the Enola Branch. The estimated cost of compliance with the earlier work plan pursuant to the Stipulation is in excess of \$200,000. Bart Twp. St. No. 1, p. 10.

107. At the time of the 1993 Stipulation, Bart Township, and the other parties to the Stipulation, were under the factual impression that FAST would acquire the Enola Branch Line from Conrail and operate it as a recreational trail. As of the date of the 1997 Stipulation of Settlement, Conrail entered into a binding contractual agreement to convey the Enola Branch to Bart Township and the other Townships party to that Stipulation of Settlement. Bart Twp. St. No. 1, p. 10.

108. The conditions have changed from the date of the entry of the 1993 Stipulation, which required a culvert: FAST will not own the real estate. Bart Township will own part of the trail. Bart Township has no intention to provide pedestrian access through the fill via a culvert. Bart Township, in entering into the 1993 stipulation, relied upon the representations of FAST that it would

be the recipient of the real property associated with this crossing. Bart Township St. No. 1, p. 10.

Crossing No. 7B

109. By Commission Order, entered October 25, 1993, at Docket No. C-913258, the Commission abolished the Mt. Pleasant Road crossing and directed that Bart Township replace the existing bridge with a roadway over fill and a culvert. The Township has fully complied with that Order and, in accordance with that Order is responsible for the maintenance of the improved roadway. Bart Twp. St. No. 1, p. 11.

110. Subsequent to the completion of the work, there has been an accident at the former crossing near the culvert. For safety reasons, Bart Township has barricaded the culvert to vehicular traffic to eliminate an attractive nuisance.

Crossing No. 8

111. The bridge at Crossing No. 8 was designated UG 10.18, situated in Bart Township, Lancaster County, identified as Bridge No. 8 (Hollow Road, AAR/DOT #518 194T). Conrail St. No. 1, Xing 8.

112. This crossing was abolished by Commission Order, at Docket No. C-913255, entered June 25, 1992. The structure has been removed, and the road has been continued across the former rail line. Bart Township will continue to maintain the roadway and fill

at its sole cost and expense. Conrail St. No. 1, Xing 8, Bart Twp. St. No. 1, p. 13.

Crossing No. 9

113. The bridge at Crossing No. 9 is designated UG 10.68, situated in Eden Township, Lancaster County and identified as Bridge No. 9 (Bushong Road, AAR/DOT #518 195A). Conrail St. No. 1, Xing 9.

114. The bridge is a single span riveted steel girder bridge, consisting of three half-through girders spaced at 13'0" center-to-center, with a stringer-floorbeam system. Transverse timber ties across the stringers support the ballast material. The bridge is constructed at 90 degrees to the railroad centerline. Clear span between abutments is 29'0" and girder length out-to-out is 34'0". Minimum clearance above the roadway to the bottom of the girders is 10'8". No clearance limits are posted. Abutments are stone masonry with concrete caps. Wingwalls are stone masonry and are straight extensions from the abutments, with a concrete cap at the southeast wing and a cap and short extension at the southwest wingwall. Drainage swales holding water are located at the face of each abutment. The bridge was constructed in 1904 by the Pennsylvania Railroad. Conrail St. No. 1, Xing 9, ¶ 4.

115. The bridge carries the abandoned Enola Branch line across T-740, Bushong Road, a two-lane macadam roadway. Conrail St. No. 1, Xing 9, ¶ 5.

116. There is currently no agreement with regard to maintenance of this bridge and no orders concerning its maintenance issued by the Commission or any other authority. Conrail St. No. 1, Xing 9, ¶¶ 3 and 6.

117. Current vertical clearance of this bridge is 10'8". Conrail St. No. 1, Xing 9, ¶. 7.

118. Conrail requests that the Commission approve the settlements entered into between Conrail and PennDOT and among Conrail and various municipalities, including Eden Township relative to the disposition of the crossing structures. Conrail St. No. 1, Xing 9, ¶ 8; Conrail Ex. No. 6A and 6B.

119. Upon approval of the settlement, Eden Township, at its sole cost and expense, will maintain the crossing structure. Eden Township will continue to maintain the roadway at its sole cost and expense. Conrail St. No. 1, Xing 9, ¶ 8; Conrail Ex. No. 6A and 6B.

120. There are alternate routes which serve the same area as does Bushong Road. Conrail Ex. No. 4a; PennDOT Ex. No. 1.

121. There are no low clearance signs posted at or near the crossing. Staff Ex. Nos. 15 and 16.

Crossing No. 10

122. The bridge at Crossing No. 10 is designated UG 11.68, situated in Eden Township, Lancaster County, Pennsylvania, identified as Bridge No. 10 (Pumping Station Road, AAR/DOT #518 196G). Conrail St. No. 1, Xing 10.

123. The bridge is a stone masonry arch structure constructed on a slight skew. Culvert length out-to-out is 30'6". Clear span is 30'0", and the arch rise is 13'9". A total clear height above the roadway is approximately 15'3" at the center of the arch. Spandrel walls, wingwalls, abutment walls, and ring stones also consist of cut stone masonry. A concrete cap beam has been placed across the spandrels and wingwalls at each side of the bridge. Steel pipe rail is mounted on top of the cap beams. The bridge was constructed in 1904 by the Pennsylvania Railroad. Conrail St. No. 1, Xing 10, ¶ 4.

124. The bridge carries the abandoned Enola Branch of Conrail over S.R. 2015, Pumping Station Road, a two-lane macadam roadway. Conrail St. No. 1, Xing 10, ¶ 5.

125. There is currently no agreement with regard to maintenance of this bridge and no orders concerning its maintenance issued by the Commission or any other authority. Conrail St. No. 1, Xing 10, ¶¶ 3 and 6.

126. Conrail requests that the Commission approve settlements entered into between Conrail and PennDOT and among

Conrail and various municipalities, including Eden Township, relative to the disposition of the crossing structures. If the settlements are approved, Conrail has agreed, within two years after entry of a final order adopting the settlements, at its sole cost and expense, to demolish the crossing structure over Pumping Station Road, remove abutments to a point two (2) feet below finished ground level and slope embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Conrail St. No. 1, Xing 10, ¶ 8. Conrail Ex. No. 6A and 6B.

127. Crossing No. 10 is a masonry arch over S. R. 2015, locally known as Pumping Station Road. The highway was formerly identified as L. R. 36086 and the crossing was at Station 202+56. S. R. 2015 in Lancaster County begins at S. R. .0472 west of the Village of Kirkwood in Colerain Township and extends in a northerly direction through Providence and Strasburg Townships to S. R. 0741 in the Borough of Strasburg. PennDOT St. No. 1, p. 17.

128. S. R. 2015 is a two lane asphalt paved highway through and adjacent to the subject crossing. The roadway width is 16 feet. The horizontal alignment through the crossing is on a tangent, and the vertical alignment is on a slight upgrade from

south to north. The general physical condition of the approach roadways is fair to poor. PennDOT St. No. 1, p. 18.

129. S. R. 2015 is a collector highway with an average daily traffic (ADT) of 238 vehicles of which 9% are trucks. The projected future ADT for the year 2015 is 360 vehicles. PennDOT does not have any records pertaining to pedestrian traffic at this structure. PennDOT St. No. 1, p. 18.

130. PennDOT's accident records do not indicate any reportable accidents at this crossing. PennDOT St. No. 1, p. 19.

131. According to PennDOT the crossing is not adequate to accommodate the highway traffic. S. R. 2015 at the subject crossing has a horizontal clearance of 29.5 feet between the sides of the existing arch at the roadway level and a minimum vertical clearance of 12'4" at the edge of the paved roadway. PennDOT agrees to the demolition of the existing structure in accordance with Conrail Exhibit 6B. PennDOT St. No. 1, p. 19.

132. PennDOT agrees to continue to maintain the roadway at the subject crossing and the highway approaches. PennDOT St. No. 1, p. 20.

Crossing No. 11

133. The bridge at Crossing No. 11 is designated OH 12.15, situated in Eden Township, Lancaster County, Pennsylvania, and identified as Bridge No. 11 (Hess Road, AAR/DOT #518 197N). Conrail St. No. 1, Xing 11.

134. This crossing was abolished by the Commission's Order, entered December 28, 1987, at Docket No. A-00107709 and, Conrail and AMTRAK were ordered to furnish all material and do all work necessary to maintain each of their respective facilities that lie within the limits of the Commission's jurisdiction in the future. Conrail St. No. 1, Xing 11, ¶¶ 3 and 6.

135. This structure carries Hess Road (T-490) a two-lane macadam roadway over the abandoned Enola Branch line. This bridge was constructed in accordance with Commission Order at Docket No. A-107709, entered December 28, 1987. Future maintenance responsibility was assigned to Eden Township under the said Order. Conrail contributed \$67,000.00 toward construction of the new bridge. Commission Order at Docket No. A-00111016, entered March 7, 1995, abolished this crossing and ordered that in the future AMTRAK and Conrail at their sole cost and expense, to maintain each of their existing facilities that lie within the limits of the Commission's jurisdiction. Conrail St. No. 1, Xing 11, ¶¶ 4, 5 and 7.

136. Conrail requests that the Commission approve settlements entered into between Conrail and PennDOT and among Conrail and various municipalities, including Eden Township, relative to the disposition of the crossing structures. If the settlements are approved, Eden Township will continue to maintain

the roadway at its sole cost and expense. Conrail St. No. 1, Xing 11, ¶ 8. Conrail Ex. No. 6A and 6B.

Crossing No. 12

137. The bridge at Crossing No. 12 is designated OH 12.32, situated in Quarryville Borough, Lancaster County, Pennsylvania, and identified as Bridge No. 12 (State Street, AAR/DOT #518 198V). Conrail St. No. 1, Xing 12.

138. Responsibility for maintenance of this structure is 50% that of Conrail and 50% that of PennDOT under Commission Order, at Docket No. A-104032, entered February 23, 1987. Conrail St. No. 1, Xing 12, ¶ 3.

139. This structure carries State Street (L.R. 372), a two-lane macadam roadway, over the abandoned Enola Branch line. This bridge was constructed under Commission Order, at Docket No. A-104032, entered February 23, 1987. Conrail St. No. 1, Xing 12, ¶¶ 4, 5, and 6.

140. Conrail proposes no work to be done to this structure to provide for a safe highway. Conrail St. No. 1, Xing 12, ¶ 7.

141. Conrail requests that the Commission approve the settlements that have been entered into between Conrail and PennDOT and among Conrail and various municipalities, including Providence Township, relative to the disposition of the crossing structures. Conrail St. No. 1, Xing 12, Q. 8; Conrail Ex. No. 6A and 6B.

142. Crossing No. 12 is a new bridge, built in 1984, to carry S. R. 0372, locally known as State Street, over Conrail's tracks. The highway was formerly identified as L. R. 00344 and the crossing was at Station 578+47. S. R. 0372 in Lancaster County extends in an easterly direction from the Norman Wood Bridge over the Susquehanna River at the York/Lancaster County line to the Chester/Lancaster County line in Christiana Borough. PennDOT St. No. 1, p. 21.

143. S. R. 0372 is a two lane asphalt paved highway over and adjacent to the subject crossing. The roadway width is 25 feet. The horizontal alignment through the crossing is on a tangent, and the vertical alignment is on a crest vertical curve. The general physical condition of the approach is very good. PennDOT St. No. 1, p. 22.

144. S. R. 0372 is a minor arterial highway with an average daily traffic (ADT) of 4,396 vehicles of which 9% are trucks. The projected future ADT for the year 2015 is 6,600 vehicles. There is a sidewalk on the subject bridge but PennDOT does not have any records pertaining to pedestrian traffic at this structure. PennDOT St. No. 1, p. 22.

145. PennDOT's accident records indicate that one (1) reportable accident occurred at this location. A vehicle hit a fixed object. PennDOT St. No. 1, p. 23.

146. According to PennDOT, the crossing is adequate to accommodate the highway traffic. S. R. 0372 is a new structure over the former railroad and has a clear distance between curb lines of 31.0 feet. The crossing is adequate to safely accommodate vehicular traffic now and in the foreseeable future. No work is presently required. PennDOT St. No. 1, p. 23.

147. PennDOT was assigned maintenance responsibilities at the Commission proceeding at Docket No. A-00104032, Order entered February 23, 1987. Paragraph 8 of the order directed PennDOT to maintain the entire structure and the highway approaches thereto at PennDOT's initial cost and expense. Paragraph 9 of the order directed that Conrail reimburse PennDOT for 50% of the actual costs incurred by PennDOT to maintain the entire structure exclusive of the costs to maintain the reinforced concrete bridge deck, sidewalk, parapets and the cost of snow and ice removal from the bridge. PennDOT Ex. No. 4 is a copy of this order. PennDOT agrees to assume the entire cost of maintenance of the structure in accordance with Conrail Exhibit 6B. PennDOT St. No. 1, p. 24 and 25; Conrail St. No. 1, Xing 12, ¶¶ 4, 5, and 6.

148. PennDOT agrees that the subject crossing can be abolished with the structure in place. PennDOT St. No. 1, p. 25.

149. Providence Township currently has no maintenance responsibility at Crossing No. 12. Providence Twp. St. No. 1, p. 4.

Crossing No. 13

150. The bridge at Crossing No. 13 is designated UG 13.54, situated in Quarryville Borough, Lancaster County, Pennsylvania, and identified as Bridge No. 13 (Lime Street, AAR/DOT #518 199C). Conrail St. No. 1, Xing 13.

151. The bridge is a single span riveted steel girder bridge, consisting of a dual system of two girders spaced at 5'0" center-to-center, with transverse timber ties resting on the girders to support the ballast material. Timber ties are also used to close the gap between the dual structures. Abutments are constructed at 90 degrees to the railroad centerline. Clear span between abutments is 40'0". Abutments and wingwalls are stone masonry with concrete caps. Minimum clearance above the roadway is 14'8". The bridge was constructed in 1903 by the Pennsylvania Railroad. Conrail St. No. 1, Xing 13, ¶ 4.

152. The bridge carries the abandoned Enola Branch line of Conrail over Lime Street (T-726), a two-lane macadam roadway. Conrail St. No. 1, Xing 13, ¶ 5.

153. There is currently no agreement with regard to maintenance of this bridge and no orders concerning its maintenance issued by the Commission or any other authority. Conrail St. No. 1, Xing 13, ¶¶ 3 and 6.

154. The structure is in reasonable condition and suitable for trail reuse without major repairs or modifications.

Conrail proposes no work to be done to this structure to provide for a safe highway. Conrail St. No. 1, Xing 13, ¶¶ 3 and 6.

155. Conrail requests that the Commission approve settlements that have been entered into between Conrail and PennDOT and among Conrail and various municipalities, including Providence Township, relative to the disposition of the crossing structures. If the settlements are approved, Providence Township, at its sole cost and expense, will maintain the crossing structure over Lime Street. The Borough of Quarryville will maintain the roadway at its sole cost and expense. Conrail St. No. 1, Xing 13, ¶ 8; Conrail Ex. No. 6A and 6B.

156. Crossing No. 13 involves Lime Street, currently owned and maintained by the Borough of Quarryville. Providence Township currently has no maintenance responsibilities at Crossing No. 13. Providence Twp. St. No. 1, pp. 5-6.

157. If the Stipulation of Settlement is approved, Providence Township will agree to maintain the crossing structure over Lime Street at Crossing No. 13, consistent with Paragraph 5.4 of the Stipulation of Settlement. Providence Twp. St. No. 1, p. 6.

Crossing No. 14

158. The bridge at Crossing No. 14 is designated OH 13.83, situated in Quarryville Borough, Lancaster County, Pennsylvania, and identified as Bridge No. 14 (Church Street, AAR/DOT #518 200U). Conrail St. No. 1, Xing 14.

159. The bridge is a ribbed stone arch culvert located near to the railroad grade. The bridge was constructed on a skew, utilizing seven staggered ribs. The bridge width out-to-out is 29'. Clear span of each arch rib is 52', and normal clear between abutments is approximately 38'7". The minimum clear height above the roadway is 16'8" measured at the center of the arch. Spandrel walls, wingwalls, abutment walls, and ring stones also consist of cut stone masonry. Each spandrel wall is capped with a concrete parapet wall and a steel pipe railing. The bridge was constructed in 1904 by the Pennsylvania Railroad. Conrail St. No. 1, Xing 14, ¶ 4.

160. The bridge carries the abandoned Enola Branch of Conrail over L.R. 36023 (Church Street), a two-lane macadam roadway. Conrail St. No. 1, Xing 14, ¶ 5.

161. Maintenance of this bridge is currently the responsibility of the Pennsylvania Railroad by Commission Order, at Docket No. A-74631, entered March 20, 1950. Conrail St. No. 1, Xing 14, ¶ 6.

162. The structure has not suffered any major problems in the 88 years that it has stood. As it will no longer be subjected to heavy rail loads, it is likely that the structure can continue to function for some time to come. Conrail proposes no work to be done to this structure to provide for a safe highway. Conrail St. No. 1, Xing 14, ¶ 7.

163. Conrail requests that the Commission approve the settlements that have been entered into between Conrail and PennDOT and among Conrail and various municipalities, including Providence Township, relative to the disposition of the crossing structures, if the settlements are approved, PennDOT will undertake and complete any safety-related modifications which may be identified by inspection to be performed by PennDOT, which modifications include, but are not limited to, guiderail installation and repair of loose stones, and to continue to have sole responsibility to maintain Church Street (S.R. 2019) at PennDOT's sole cost and expense. Providence Township, at its sole cost and expense, will maintain the crossing structure over Church Street. Conrail St. No. 1, Xing 14, ¶ 8; Conrail Ex. No. 6A and 6B.

164. Crossing No. 14 is a masonry arch over S. R. 2019, locally known as Church Street. The highway was formerly identified as L. R. 36023 and the crossing was at Station 9+79. S. R. 2019 in Lancaster County begins at S. R. 0372 in Quarryville Borough and extends in a northerly direction to S. R. 0222 near the Village of New Providence in Strasburg Township. PennDOT St. No. 1, p. 26.

165. S. R. 2019 is a two lane asphalt paved highway through and adjacent to the subject crossing. The roadway width is 20 feet. The horizontal alignment through the crossing is on a tangent and the vertical alignment is mostly flat. The general

physical condition of the approach roadways is fair. PennDOT St. No. 1, p. 27.

166. S. R. 2019 is a collector highway with an average daily traffic (ADT) of 695 vehicles of which 13% are trucks. The projected future ADT for the year 2015 is 1,040 vehicles. PennDOT does not have any records pertaining to pedestrian traffic at this structure. PennDOT St. No. 1, p. 27.

167. PennDOT's accident records do not indicate any reportable accidents at this crossing. PennDOT St. No. 1, p. 28.

168. According to PennDOT, the crossing is adequate to safely accommodate the traffic at this location. S. R. 2019 at the subject crossing has a horizontal clearance of 24.2 feet between existing curb lines. The minimum vertical clearance is 14'8" at the curb line. PennDOT St. No. 1, p. 28.

169. PennDOT agrees that the crossing can be abolished with the structure in place. PennDOT also agrees to do certain safety work, at its sole cost and expense, at Crossing No. 14 as described in Conrail Exhibit 6B. The estimated cost to perform the safety related modifications is \$10,000.00. PennDOT St. No. 1, p. 28.

170. PennDOT was assigned maintenance responsibilities at the Commission proceeding for Docket No. A-00074631 adopted March 20, 1950. Paragraph 18 directed PennDOT, at its sole cost and expense, to maintain properly the remainder of the improvement not

being maintained by the Pennsylvania Railroad Company (a Conrail predecessor). Paragraph 17 directed the Pennsylvania Railroad Company to maintain the substructure and superstructure of the subject bridge. PennDOT Ex. No. 5 is a copy of this order. PennDOT St. No. 1, p. 29.

171. PennDOT agrees to continue to maintain the roadway, including the curbs and drainage, at the crossing and the approaches thereto and will continue to abide by any prior Commission order. PennDOT does not agree to maintain any portion of the structure in the future. PennDOT St. No. 1, p. 30.

172. Providence Township currently has no maintenance responsibility at Crossing No. 14. Providence Twp. St. No. 1, p. 8.

173. If the Stipulation of Settlement is approved, Providence Township will agree to maintain the crossing structure at Church Street, consistent with Paragraph 5.5 of the Stipulation of Settlement. Providence Twp. St. No. 1, p. 8.

Crossing No. 15

174. The bridge at Crossing No. 15 is designated UG 14.46, situated in Providence Township, Lancaster County, Pennsylvania, and identified as Bridge No. 15 (Oak Bottom Road, AAR/DOT #518 201B). Conrail St. No. 1, Xing 15.

175. The bridge is a stone masonry arch structure located very near to the railroad grade, with the roadway below depressed to provide the necessary underclearance. Culvert length

out-to-out is 48'. Clear span is 22'10", and the arch rise is 5'4".

Total clear height above the roadway is approximately 11'8" at the center of the arch. Spandrel walls, wingwalls, abutment walls, and ring stones also consist of cut stone masonry. The bridge was constructed in 1905 by the Pennsylvania Railroad. Conrail St. No. 1, Xing 15, ¶ 4.

176. The bridge carries the abandoned Enola Branch of Conrail over T-482 (Oak Bottom Road), a two-lane macadam roadway. Conrail St. No. 1, Xing 15, ¶ 5.

177. Maintenance of this bridge is currently unassigned by any order of the Commission or any other agency. Conrail St. No. 1, Xing 15, ¶¶ 3 and 6.

178. Conrail requests that the Commission approve the settlements that have been entered into between Conrail and PennDOT and among Conrail and various municipalities, including Providence Township, relative to the disposition of the crossing structures. If the settlements are approved, Conrail, within one year after entry of a final order adopting the settlement, will demolish the crossing structure at Oak Bottom Road, remove abutments to a point two (2) feet below finished ground level, slope the remaining embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Providence Township

will maintain the roadway at its sole cost and expense. Conrail St. No. 1, Xing 15, ¶ 8; Conrail Ex. No. 6A and 6B.

179. Crossing No. 15 involves the below-grade crossing of Oak Bottom Road (T-482) and the right-of-way for the Enola Branch line at M.P. 1446. The crossing is located approximately 750 feet north of Route 222. Oak Bottom Road is a paved roadway. Including shoulders, the roadway approaching the crossing is 20 feet in width and in average condition. The grade approaching the bridge is fairly level and straight in alignment. The roadway under the bridge is 16 feet in width and dips under the bridge. Vertical clearance at the crossing is 11'8". Providence Twp. St. No. 1, pp. 9-10.

180. Providence Township is currently responsible for maintenance of the roadway involved in Crossing No. 15 (T-482), Oak Bottom Road. Providence Township has no current obligation with respect to maintenance of the bridge structure. Providence Twp. St. No. 1, pp. 9-10.

181. Oak Bottom Road serves an existing residential development of approximately 6-8 homes. While exact figures are not available, this development generates approximately 30 trips per day. Pedestrian usage is minimal. Future volumes of vehicular and pedestrian traffic are not expected to change significantly in the future. Providence Township is unaware of any reported accidents at Crossing No. 15. Providence Twp. St. No. 1, pp. 9-10.

182. Although the crossing can adequately handle the current traffic volume, the crossing cannot adequately handle emergency response vehicles. Due to the bridge's inadequate vertical clearance, fire trucks cannot fit under the bridge and negotiate the opening. This places the residential community and its occupants in a precarious position in the event of a fire. The Township's fire protection services are provided by Quarryville Borough. Quarryville Borough's scope bucket is 11' in height; its tanker is 10' in height. Additionally, Quarryville Borough uses the Willow Street fire protection services and its equipment is 13'6" in height. Providence Twp. St. No. 1, p. 10.

183. If the Stipulation of Settlement is approved, Conrail will demolish the crossing structure and Providence Township will agree to maintain Oak Bottom Road at its sole cost and expense. Providence Twp. St. No. 1, p. 10.

Crossing No. 16

184. The bridge at Crossing No. 16 is designated UG 14.62, situated in Providence Township, Lancaster County, Pennsylvania, identified as Bridge No. 16 (U.S. Route 222, AAR/DOT #518 202H). Conrail St. No. 1, Xing 16.

185. The bridge is a stone masonry arch structure located beneath the railroad embankment. Culvert length out-to-out is 115'. Clear span is 23'6", and the arch rise is approximately

10'6". Headwalls, wingwalls, abutment walls, and ring stones also consist of cut stone masonry. The roadway consists of two travel lanes carrying traffic in both directions. The bridge is posted for an underclearance limit of 10'0", which occurs at the edges of the lanes. A plaque on the bridge indicates it was erected in 1904, although Conrail records show that it was built in 1903 by the Pennsylvania Railroad. Conrail St. No. 1, Xing 16, ¶ 4.

186. The bridge carries the abandoned Enola Branch of Conrail over U.S. Route 222, a two-lane concrete and macadam roadway. Conrail St. No. 1, Xing 16, ¶ 5.

187. Maintenance of this bridge is currently unassigned by order of the Commission or any other agency. Conrail St. No. 1, Xing 16, ¶¶ 3 and 6.

188. The highway appears to be heavily traveled, with a high percentage of truck traffic. The crossing structure is in good condition. Conrail St. No. 1, Xing 16, ¶ 7.

189. Conrail requests that the Commission approve the settlements that have been entered into between Conrail and PennDOT and among Conrail and various municipalities, including Providence Township, relative to the disposition of the crossing structures. If the settlements are approved, Conrail, within one year after entry of a final order adopting this settlement, at its sole cost and expense, will demolish the crossing structure on Route 222, remove abutments to a point two (2) feet below finished ground

level, slope the remaining embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Conrail will undertake no work in connection with the existing roadway, which work and future maintenance, as necessary, will be the responsibility of PennDOT at its sole cost and expense. Conrail St. No. 1, Xing 16, ¶ 8; Conrail Ex. No. 6A and 6B. PennDOT St. No. 1, p. 35.

190. Crossing No. 16 is a masonry arch over S. R. 0222, locally known as Beaver Valley Pike. The highway was formerly identified as L. R. 136 and the crossing was at Station 778+66. S. R. 0222 in Lancaster County begins at the Pennsylvania/Maryland line south of the Village of New Texas Lyles and extends in a northerly direction to the Lancaster/Berks County line near Adamstown. PennDOT St. No. 1, p. 31.

191. S. R. 0222 is a two lane concrete paved highway through and adjacent to the subject crossing. The roadway width is 24 feet. The horizontal alignment consists of a 90 degree curve on the south approach and is on a tangent through the crossing and on the north approach. The vertical alignment is mostly flat. The general physical condition of the approach roadways is good. PennDOT St. No. 1, p. 32.

192. S. R. 0222 is a collector highway with an average daily traffic (ADT) of 8,677 vehicles of which 8% are trucks. The projected future ADT for the year 2015 is 13,020 vehicles. PennDOT does not have any records pertaining to pedestrian traffic at this structure. PennDOT St. No. 1, p. 32.

193. PennDOT's accident records indicate that thirteen (13) reportable accidents occurred at this crossing area. Of these accidents, six (6) involved a fixed object. The remaining accidents involved vehicles only. PennDOT St. No. 1, p. 33.

194. The crossing is not adequate to accommodate the highway traffic. S. R. 0222 at the subject crossing has a horizontal clearance of 24.0 feet between the sides of the existing arch at the roadway level. The minimum vertical clearance is 10'0" at a point 10'0" from the centerline of the roadway. PennDOT St. No. 1, p. 33.

195. PennDOT's opinion is that the existing masonry arch over S. R. 0222 does not provide adequate horizontal and vertical clearances to provide safe passage for motor vehicles through this arch. PennDOT agrees to the demolition of the existing structure in accordance with Conrail Exhibit 6B. PennDOT St. No. 1, p. 33.

196. PennDOT has no present maintenance responsibilities with respect to the existing railroad over highway bridge. PennDOT does not have any record of any prior Commission orders. PennDOT St. No. 1, p. 34.

197. PennDOT agrees to continue to maintain the roadway at the subject crossing and the highway approaches thereto. PennDOT St. No. 1, p. 35.

198. Providence Township is aware of complaints concerning the adequacy of Crossing No. 16 as well as the roadway alignment at Crossing No. 16. If the Stipulation of Settlement is approved, Conrail will demolish Crossing No. 16, eliminating Providence Township's concerns with the adequacy of Crossing No. 16. Providence Twp. St. No. 1, p. 12.

199. Providence Township currently has no maintenance responsibilities at Crossing No. 16. Providence Twp. St. No. 1, p. 12.

Crossing No. 17

200. The bridge at Crossing No. 17 is designated OH 15.00, situated in Providence Township, Lancaster County, Pennsylvania, and identified as Bridge No. 17 (Fairview Road, AAR/DOT #518 203P). Conrail St. No. 1, Xing 16.

201. The bridge is a single span riveted steel half-through truss founded on stone masonry abutments. Span length center-to-center of bearings is 95'0". The floor system consists of a timber deck with bituminous wearing surface, supported by steel I-beam stringers and floorbeams. Clear roadway width between timber curbs is 19'0". The bridge is currently posted for a maximum weight limit of 9 tons. The bridge was constructed at 90 degrees to the

railroad centerline, resulting in poor approach alignments to the bridge. The bridge was constructed in 1904 by the Pennsylvania Railroad. Conrail St. No. 1, Xing 17, ¶ 4.

202. The bridge carries S.R. 3016 (Fairview Road), a two-lane macadam road, over the abandoned Enola Branch of Conrail. Conrail St. No. 1, Xing 17, ¶ 5.

203. Maintenance responsibility for this bridge is currently unassigned by an order of the Commission or any other agency. Conrail St. No. 1, Xing 17, ¶¶ 3 and 6.

204. This wooden deck two-lane highway bridge is in relatively poor condition. Surrounding elevations would permit reconstruction of the crossing as an at-grade crossing. Conrail is unable to estimate the cost of reconstruction. Conrail St. No. 1, Xing 17, ¶ 7.

205. Conrail requests that the Commission approve the settlements entered into between Conrail and PennDOT and among Conrail and various municipalities, including Providence Township, relative to the disposition of the crossing structures. If the settlements are approved, Providence Township will have no responsibility for the roadway or crossing structure at Fairview Road, which both will be the responsibility of PennDOT at its sole cost and expense. Conrail St. No. 1, Xing 17, ¶ 8; Conrail Ex. No. 6A and 6B.

206. Crossing No. 17 is a bridge built by the railroad in 1905 to carry the highway, now designated as S. R. 3016 and locally known as Fairview Road, over the tracks of a predecessor of Conrail. The highway was formerly identified as L.R. 36172 and the crossing was at Station 78+65. S. R. 3016 in Lancaster County begins at S. R. 0222 just north of Quarryville Borough and extends in a westerly direction until it terminates at T-506 (Cinder Road). PennDOT St. No. 1, p. 36.

207. S. R. 3016 is a two lane asphalt paved highway over and adjacent to the subject crossing. The roadway width is 14 feet. The horizontal alignment through the crossing is on a reverse curve, and the vertical alignment is on a crest vertical curve. The general physical condition of the approach roadways is poor. PennDOT St. No. 1, p. 37.

208. S. R. 3016 is a local access highway with an average daily traffic (ADT) of 1,004 vehicles of which 14% are trucks. The projected future ADT for the year 2015 is 1,510 vehicles. PennDOT does not have any records pertaining to pedestrian traffic at this structure. PennDOT St. No. 1, p. 37.

209. PennDOT's accidents records do not indicate any reportable accidents at this crossing. PennDOT St. No. 1, p. 38.

210. According to PennDOT the crossing is not adequate to accommodate the highway traffic. S. R. 3016 at the subject crossing passes over the railroad on a pony truss which provides

19.0 feet clear between the curb lines. Each highway approach has a sharp horizontal curve at the end of the subject bridge. The vertical alignment on each highway approach is also ascending rapidly toward the bridge. Both the horizontal and vertical alignments are very poor and dangerous for vehicular traffic. There is no load restriction posted at the bridge. PennDOT's opinion is that the sight distances are not adequate for either the horizontal or vertical alignments. PennDOT agrees to remove the existing structure and to realign the highway at its sole cost and expense, in accordance with Conrail Exhibit 6B. The estimated cost to do the work is \$750,000.00. PennDOT St. No. 1, p. 38.

211. PennDOT has no present maintenance responsibilities with respect to the existing highway over railroad bridge. PennDOT does not have any record of any prior Commission orders. However, PennDOT will maintain the structure until it is removed in accordance with Conrail Exhibit 6B. PennDOT St. No. 1, p. 39.

212. If the Stipulation of Settlement is approved, PennDOT will remove the crossing structure at Fairview Road and realign and reconstruct the road surface as it deems necessary. PennDOT will maintain the structure until such time as it is removed and will continue to maintain the roadway. This disposition of the crossing satisfies Providence Township's concerns. Providence Twp. St. No. 1, p. 14.

213. Providence Township has no current maintenance obligations at Crossing No. 17. If the Stipulation of Settlement is approved, Providence Township will have no responsibilities at Crossing No. 17. Providence Twp. St. No. 1, p. 14.

Crossing No. 18

214. The bridge at Crossing No. 18 is designated OH 15.91 situated in Providence Township, Lancaster County, Pennsylvania, identified as Bridge No. 18 (Cinder Road, AAR/DOT #518 204W). Conrail St. No. 1, Xing 18.

215. The structure that existed on T-506 (Cinder Road), a two-lane macadam roadway, has been replaced pursuant to Commission order, at Docket No. A-104797, entered September 8, 1988, with a concrete bridge structure. Conrail is responsible for 50% of the maintenance of this new structure, with PennDOT being responsible for the remaining 50%. The cost of the construction of this new bridge, together with the new bridge at Crossing No. 19, was \$215,223.00, of which Conrail contributed 30%. PennDOT has assumed 100% of the maintenance responsibility of this new structure. Conrail St. No. 1, Xing 18, ¶¶ 3, 4 and 6.

216. This is a relatively new concrete structure constructed by PennDOT and is currently not in need of any repair or reconstruction. It is sufficient for its intended use of vehicular traffic. Conrail St. No. 1, Xing 18, ¶ 7.

217. No work is required at this crossing as the bridge is a new structure, and the crossing has been reconstructed pursuant to Commission Order, at Docket No. A-104797, entered September 8, 1988. Maintenance responsibility is that of PennDOT, by agreement. Conrail requests that the Commission approve the settlements that have been entered into between Conrail and PennDOT and among Conrail and various municipalities including Providence Township, relative to the crossing. Maintenance of the roadway will be the responsibility of PennDOT at its sole cost and expense. Conrail St. No. 1, Xing 18, ¶ 8; Conrail Ex. No. 6A and 6B.

218. Crossing No. 18 is a new bridge, built in 1984, to carry S. R. 3015, locally known as Cinder Road, over Conrail's tracks. The highway was formerly identified as L. R. 36015 and the crossing was at Station 561+00. This portion of S. R. 3015 consists of only the bridge over Conrail's tracks. PennDOT St. No. 1, p. 41.

219. S. R. 3015 is a two lane asphalt paved highway over and adjacent to the subject crossing. The roadway width is 24 feet. The horizontal alignment through the crossing is on a tangent, and the vertical alignment is mostly flat. The general physical condition of the approach roadways is very good. PennDOT St. No. 1, p. 41.

220. The highway (T-506, Cinder Road), which includes the highway approaches to the subject crossing, was turned back to

Providence Township. Only the bridge remains as PennDOT's responsibility as S. R. 3015. PennDOT St. No. 1, p. 42.

221. The average daily traffic (ADT) is 456 vehicles of which 9% are trucks. The projected future ADT for the year 2014 is 680 vehicles. PennDOT does not have any records pertaining to pedestrian traffic at this structure. PennDOT St. No. 1, p. 42.

222. PennDOT's accident records do not indicate any reportable accidents at this crossing. PennDOT St. No. 1, p. 43.

223. According to PennDOT, the crossing is adequate to safely accommodate vehicular traffic. S. R. 3015 is a new structure over the former railroad and has a clear distance between curb lines of 28.5 feet. No work is presently required. PennDOT St. No. 1, p. 43.

224. PennDOT was assigned maintenance responsibilities at the Commission proceeding at Docket No. A-00104797, order entered September 8, 1988. Paragraph 10 of the order directed PennDOT, at its initial cost and expense, to maintain the entire structure exclusive of snow removal, application of anti-skid and deicing materials and street cleaning. Paragraph 11 of the order directed that Conrail reimburse PennDOT for 50% of the cost of maintaining the substructure and superstructure excluding the maintenance cost of the concrete deck and parapets. PennDOT Ex. No. 6 is a copy of this order. PennDOT agrees to assume Conrail's share

of the cost of the maintenance of the existing structure in accordance with Conrail Exhibit 6B. PennDOT St. No. 1, p. 44.

225. PennDOT agrees that the crossing can be abolished with the structure in place. PennDOT St. No. 1, p. 45.

226. The Commission's Order, at Docket No. A-00104797, entered September 9, 1988, at paragraph 13 directed Providence Township, at its sole cost and expense, to maintain the highway approaches to the bridge. PennDOT Ex. No. 6.

Crossing No. 19

227. The bridge at Crossing No. 19 is designated OH 16.75 situated in Providence Township, Lancaster County, Pennsylvania, and identified as Bridge No. 19 (Rawlinsville Road, AAR/DOT #518 205D). Conrail St. No. 1, Xing 19.

228. The structure that existed on T-505 (Rawlinsville Road), a two-lane macadam roadway, in Providence Township, Lancaster County, was replaced by Commission Order, at Docket No. A-104797, entered September 8, 1988. This Order directed 50% of maintenance be assumed by Conrail and 50% of maintenance be assumed by PennDOT. Conrail contributed 30% overall to the cost of the concrete structure and the structure erected at crossing No. 18 (Cinder Road), after which PennDOT assumed 100% of the maintenance responsibility for these two relatively new structures. The cost of the construction of this new bridge, together with the new bridge at bridge site at Crossing No. 18, was \$215,223.00.

Providence Township was ordered to provide all snow removal and anti-skid material for the road surface, at its sole cost and expense. Conrail St. No. 1, Xing 19, ¶¶ 3, 4, 5 and 6.

229. This is a new concrete structure constructed by PennDOT and is currently not in need of any repair or reconstruction. It is sufficient for its intended use of vehicular traffic. Conrail proposes no work to be done to this structure to provide for a safe highway. Conrail St. No. 1, Xing 19, ¶¶ 7 and 8; Conrail Ex. No. 6A and 6B.

230. Crossing No. 19 is a new bridge, built in 1984, to carry S. R. 3018, locally known as Truce Road (formerly Rawlinsville Road), over Conrail's tracks. The highway was formerly identified as L. R. 36015, and the crossing was at Station 428+42. This portion of S. R. 3018 consists of only the bridge over Conrail's tracks. PennDOT St. No. 1, p. 46.

231. S. R. 3018 is a two lane asphalt paved highway over and adjacent to the subject crossing. The roadway width is 24 feet. The horizontal alignment through the crossing is on a tangent, and the vertical alignment is mostly flat. The general physical condition of the approach roadways is very good. PennDOT St. No. 1, p. 47.

232. The highway (T-505, Truce Road), which includes the highway approaches to the subject crossing, was turned back to

Providence Township. Only the bridge remains as PennDOT's responsibility as S. R. 3018. PennDOT St. No. 1, p. 47.

233. The average daily traffic (ADT) is 1,900 vehicles of which 9% are trucks. The projected future ADT for the year 2014 is 2,850 vehicles. PennDOT does not have any records pertaining to pedestrian traffic at this structure. PennDOT St. No. 1, p. 47.

234. PennDOT's accident records do not indicate any reportable accidents at this crossing. PennDOT St. No. 1, p. 48.

235. According to PennDOT, the crossing is adequate to safely accommodate vehicular traffic. S. R. 3018 is a new structure over the former railroad and has a clear distance between curb lines of 28.5 feet. No work is presently required. PennDOT St. No. 1, p. 48.

236. PennDOT was assigned maintenance responsibilities at the Commission proceeding at Docket No. A-00104797 order, entered September 8, 1988. Paragraph 10 of the order directed PennDOT, at its initial cost and expense, to maintain the entire structure exclusive of snow removal, application of anti-skid and deicing materials and street cleaning. Paragraph 11 of the order directed that Conrail reimburse PennDOT for 50% of the cost of maintaining the substructure and superstructure excluding the maintenance cost of the concrete deck and parapets. PennDOT Ex. No. 6 is a copy of this order. PennDOT agrees to assume Conrail's share

of the costs for maintenance of the existing structure in accordance with Conrail Ex. No. 6B. PennDOT St. No. 1, p. 49.

237. PennDOT agrees the crossing can be abolished with the structure in place. PennDOT St. No. 1, p. 50.

238. The Commission's Order, at Docket No. A-00104797, entered September 8, 1988, at paragraph 13 directed Providence Township, at its sole cost and expense, to maintain the highway approaches to the bridge. PennDOT Ex. No. 6.

Crossing No. 20

239. The bridge at Crossing No. 20 is designated OH 17.12 situated in Providence Township, Lancaster County, Pennsylvania, and identified as Bridge No. 20 (Hollow Road East, AAR/DOT #518 206K). Conrail St. No. 1, Xing 20.

240. The bridge is a relatively new concrete structure which was erected pursuant to Commission Order, at Docket No. I-870050, dated September 30, 1991. By this order, Providence Township is responsible for the maintenance of this new structure.

The Commission, by its Order, entered March 7, 1995, at Docket No. A-00111016, ordered that each non-carrier public utility company, at its sole cost and expense, furnish all material and perform all work required hereafter to maintain its respective facilities that lie within the limits of the Commission's jurisdiction. Conrail St. No. 1, Xing 20, ¶¶ 3, 4, 5 and 6.

241. This is a relatively new concrete structure and is currently not in need of any repair or reconstruction. It is sufficient for its intended use of vehicular traffic. Conrail St. No. 1, Xing 20, ¶¶ 7 and 8.

242. The bridge that originally existed on T-498 (Hollow Road East) was replaced by a new concrete structure by Commission Order, entered September 30, 1991, at Docket No. I-870050. By that Order, Providence Township currently has maintenance responsibility for both the roadway and the crossing structure at Crossing No. 20. Providence Twp. St. No. 1, p. 19.

Crossing No. 21

243. The bridge at Crossing No. 21 is designated UG 18.08 situated in Providence Township, Lancaster County, and identified as bridge No. 21 (Hollow Road West, AAR/DOT #518 207S). Conrail St. No. 1, Xing 21.

244. The bridge is a stone arch culvert located beneath the railroad embankment. Culvert length out-to-out is 58'. Clear span is 23'9", and the arch rise is approximately 11'4". Minimum clear height above the roadway is 14'8", at the center of the arch. Headwalls, wingwalls, and abutment walls also consist of cut stone masonry. This bridge was constructed in 1904, by the Pennsylvania Railroad. Conrail St. No. 1, Xing 21, ¶ 4.

245. The bridge carries the abandoned Enola Branch of Conrail over T-498, Hollow Road West, a two-lane macadam roadway. Conrail St. No. 1, Xing 21, ¶ 5.

246. There is currently no agreement with regard to maintenance of this bridge and no orders concerning its maintenance issued by the Commission or any other authority. Conrail St. No. 1, Xing 21, ¶ 6.

247. Conrail requests that the Commission approve the settlements that have been entered into between Conrail and PennDOT and among Conrail and various municipalities, including Providence Township, relative to the disposition of the crossing structures. If the settlements are approved, Conrail will demolish the crossing structure on Hollow Road West and realign the roadway as necessary, remove abutments to a point two (2) feet below finished ground level, slope the remaining embankments to a two-to one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Conrail will not be responsible for the acquisition or the cost of acquisition of real property for the purpose of realignment of the roadway. Providence Township will thereafter maintain the roadway at its sole cost and expense. Conrail St. No. 1, Xing 21, ¶ 8; Conrail Ex. No. 6A and 6B; Staff St. No. 1, pp 62-63.

248. Crossing No. 21 involves the below-grade crossing of Hollow Road West (T-498) and the right-of-way for the Enola Branch at M.P. 18.08. The crossing is located approximately 1/4 mile south of Pennsy Road. Hollow Road is a paved roadway. Including shoulders, the roadway approaching the crossing is 22 feet in width and in good condition. The grade approaching the bridge is fairly level. The roadway under the bridge is 20 feet in width and curves through the bridge, creating sight distance restrictions from either point of access. The vertical clearance of the bridge structure is 14'8". Providence Twp. St. No. 1, pp. 20-21.

249. Providence Township currently has maintenance responsibility of the roadway of Crossing No. 21. Providence Township has no responsibility with respect to maintenance of the structure at Crossing No. 21. If the Stipulation of Settlement is approved, Conrail will demolish crossing structure at Crossing No. 21, providing a safer condition for vehicular traffic. Providence Twp. St. No. 1, p. 20 and 21.

250. Hollow Road West carries approximately 200 trips per day, including cars, light trucks, commercial and farm vehicles. There is minimal pedestrian traffic through the crossing and the usage is unlikely to change significantly in the future, in the opinion of Providence Township. Providence Twp. St. No. 1, p. 20.

251. Providence Township is unaware of any reported accidents at Crossing No. 21. Providence Twp. St. No. 1, p. 20.

252. There are restricted sight distances at the crossing. School buses are unable to negotiate Crossing No. 21 safely. In addition, large transport vehicles, such as fuel oil and milk delivery trucks, are similarly unable to safely negotiate the crossing due to restricted sight distance. Providence Twp. St. No. 1, p. 21.

253. In the opinion of Providence Township, it is advisable to remove the crossing structure. Providence Twp. St. No. 1, p. 21.

Crossing No. 22

254. The bridge at Crossing No. 22 is designated OH 18.69 situated in Providence Township, Lancaster County, identified as bridge No. 22 (Sawmill Road, AAR/DOT #518 208Y). Conrail St. No. 1, Xing 22.

255. The bridge is a relatively new concrete structure which was built pursuant to Commission Order, at Docket No. I-870048, entered April 29, 1992. By this Order, Providence Township is responsible for the maintenance of this concrete structure. By its further Order, entered March 7, 1995, at Docket No. A-00111016, each non-carrier public utility company was ordered, at its sole cost and expense, to furnish all material and perform all work required hereafter to maintain its respective facilities that lie

within the limits of the Commission's jurisdiction. Conrail St. No. 1, Xing 22, ¶¶ 3, 4, 5 and 6.

256. This is a relatively new concrete structure and is currently not in need of any repair or reconstruction. It is sufficient for its intended use of vehicular traffic. Conrail St. No. 1, Xing 22, ¶ 7.

257. No work is required at this crossing as the bridge is a new structure and the crossing has been reconstructed pursuant to Commission Order I-870048 dated April 29, 1992. Maintenance is the responsibility of Providence Township under the original order. Conrail St. No. 1, Xing 22, ¶ 8; Conrail Ex. No. 6A and 6B. Providence Twp. St. No. 1, p. 22.

Crossing No. 23

258. The bridge at Crossing No. 23 is designated UG 19.48 situated in Providence Township, Lancaster County, and identified as bridge No. 23 (Route 272 Northbound, AAR/DOT #518 209F). Conrail St. No. 1, Xing 23.

259. The bridge is a stone masonry arch structure with concrete extensions at each end, located beneath the railroad embankment. Culvert length out-to-out is 219', and clear span is 39'6". Total clear height above the roadway to the center of the arch is a minimum of 21'3". Headwalls at both ends are concrete, as are the northwest and southwest wingwalls. The northeast wingwall consists of the original stone masonry wing with a concrete cap,

while the fill at the southeast corner of the bridge is retained by a corrugated steel retaining wall. The roadway consists of two lanes of concrete pavement on a curved alignment, carrying traffic in the northbound direction only. The original structure was erected in 1903 by the Pennsylvania Railroad. The bin wall was built by the Pennsylvania Railroad in 1966. A culvert was erected previously by PennDOT to subvert a stream that ran through the bridge. Portions of a concrete buttress wall and portions of the original stone masonry headwall are visible above the south end of the arch. Dates found on the structure indicate the concrete extensions were built in 1918. Conrail St. No. 1, Xing 23, ¶ 4.

260. The bridge carries the abandoned Enola Branch of Conrail northbound over L.R. 36007, Route 272, a two-lane macadam roadway. Conrail St. No. 1, Xing 23, ¶ 5.

261. Conrail requests that the Commission approve the settlements that have been entered into between Conrail and PennDOT and among Conrail and various municipalities, including Providence Township, relative to the disposition of the crossing structures. If approved, Providence Township will maintain the crossing structure at its sole cost and expense. PennDOT will continue to have responsibility for maintenance and repair of the roadway, at its sole cost and expense, pursuant to the Order at Commission, at Docket No. A-80721, entered July 26, 1954. Neither Conrail nor PennDOT will have responsibility for any walkway adjacent to the

cartway. Conrail St. No. 1, Xing 23, ¶ 8; Conrail Ex. No. 6A and 6B.

262. Crossing No. 23 is a masonry and concrete arch over S. R. 0272 Northbound (NB), locally known as Lancaster Pike. The highway was formerly identified as L. R. 36007, and the crossing was at Station 766+76 NBL. S. R. 0272 in Lancaster County begins at the Lancaster/Chester County line south of the Village of Oak Hill and extends in a general northerly direction to its terminus at S. R. 0222 (U.S. 222) in West Lampeter Township. PennDOT St. No. 1, p. 51.

263. S. R. 0272 NB is a two lane concrete paved highway through and adjacent to the subject crossing. The roadway width is 24 feet. The horizontal alignment on the south approach and through the crossing is on a tangent with a gradual curve to the left on the north side of the crossing. The vertical alignment is on a down grade from south to north. The general physical condition of the approach roadways is good. PennDOT St. No. 1, p. 52.

264. S. R. 0272 NB is a principal arterial highway with an average daily traffic (ADT) of 4,651 vehicles of which 6% are trucks. The projected future ADT for the year 2015 is 6,980 vehicles. PennDOT does not have any records pertaining to pedestrian traffic at this structure. PennDOT St. No. 1, p. 52.

265. PennDOT's accident records indicate that one (1) reportable accident occurred at this crossing area, and this accident involved a fixed object. PennDOT St. No. 1, p. 53.

266. According to PennDOT, the crossing is adequate to safely accommodate traffic at this location. S.R. 0272 NB at the subject crossing has a horizontal clearance of 39.5 feet between the sides of the existing arch at the roadway level and a minimum vertical clearance of 16'7" at the curb line. PennDOT St. No. 1, p. 53.

267. PennDOT agrees that the existing crossing can be abolished with the structure remaining in place. PennDOT St. No. 1, p. 53.

268. PennDOT also agrees to do certain work, at its sole cost and expense, at Crossing No. 23 as described in Conrail Exhibit 6B. The estimated cost to perform the rehabilitation and safety related modifications is \$280,000.00. PennDOT St. No. 1, p. 53. Conrail St. No. 1, Xing 23, ¶ 7.

269. PennDOT was assigned maintenance responsibilities at the Commission proceeding, at Docket No. A-00080721, Order entered August 13, 1954. Paragraph 18 of the order directed the Pennsylvania Railroad Company, a predecessor to Conrail, to maintain the existing masonry arch at its sole cost and expense. Paragraph 19 of the order directed PennDOT to maintain the remainder of the crossing improvement, including the newly

constructed concrete box culvert at its sole cost and expense. PennDOT Ex. No. 7 is a copy of this order.

270. At another Commission proceeding at Docket No. A-00094447, Order, entered November 18, 1968, the Penn Central Transportation Company, a Conrail predecessor, was directed in Paragraph 24 to continue the maintenance of its existing stone arch structures at both Crossing Nos. 18-19 at its sole cost and expense. Paragraph 25 directed PennDOT, at its sole cost and expense, to maintain the remainder of the project including the approaches, roadway, and drainage facilities through the existing stone arch structures. PennDOT Ex. No. 8 is a copy of this order. PennDOT St. No. 1, p. 54.

271. PennDOT agrees to continue to maintain the roadway at the subject crossing and the highway approaches thereto and will continue to abide by any prior Commission orders, excluding any maintenance responsibility for curbs and sidewalks. PennDOT will replace the curbs and sidewalks with paved shoulders for safety purposes. PennDOT does not agree to maintain any portion of the rail-highway structure at Crossing No. 23 in the future. PennDOT St. No. 1, p. 55.

272. Providence Township currently has no maintenance obligations at Crossing No. 23. Providence Twp. St. No. 1, p. 24.

273. If the Stipulation of Settlement is approved, Providence Township will agree to maintain the structure at

Crossing No. 23, consistent with Paragraph 6.12 of the Stipulation of Settlement. PennDOT will maintain the roadway of Crossing No. 23 in accordance with the prior Commission Order, entered August 13, 1954, at Docket No. A-80721. Providence Twp. St. No. 1, p. 24.

Crossing No. 24

274. The bridge at Crossing No. 24 is designated UG 19.61 situated in Providence Township, Lancaster County, and identified as bridge No. 24 (LR 36025, Route 272 Southbound, AAR/DOT #518 210A). Conrail St. No. 1, Xing 24.

275. The bridge is a stone masonry arch structure located beneath the railroad embankment. Culvert length out-to-out is 160'. Clear span is 50'0", and the arch rise is approximately 25'0". Total clear height above the roadway to the center of the arch is a minimum of 26'0". Headwalls, wingwalls, abutment walls, and ring stones also consist of cut stone masonry. The roadway consists of two lanes of concrete pavement on a curved alignment, carrying traffic in the southbound direction only. This bridge was constructed in 1903 by the Pennsylvania Railroad. Conrail St. No. 1, Xing 24, ¶ 4.

276. The bridge carries the abandoned Enola Branch of Conrail southbound over S.R. 272. Conrail St. No. 1, Xing 24, ¶ 5.

277. Maintenance of the arches of this bridge was the responsibility of the Penn Central pursuant to Commission Order, at

Docket No. A-94447, entered November 18, 1968. All other maintenance is the responsibility of PennDOT pursuant to Commission Order, at Docket No. A-80721, entered July 26, 1954.

278. The structure has stood for 90 years without suffering any major problems. The structure should continue to be structurally satisfactory for an indefinite time into the future. Minimal maintenance work may be required. Conrail St. No. 1, Xing 24, ¶ 7.

279. Conrail requests that the Commission approve the settlements that have been entered into between Conrail and PennDOT and among Conrail and various municipalities, including Providence Township, relative to the disposition of the crossing structures. If the settlements are approved, Providence Township will maintain the crossing structure. PennDOT has agreed to undertake any currently needed safety-related modifications to the roadway at the structure. PennDOT will continue to have responsibility for maintenance of the roadway and adjacent culvert, at its sole cost and expense, pursuant to the Order, at Docket No. A-80721, entered July 26, 1954. Conrail St. No. 1, Xing 24, ¶ 8; Conrail Ex. No. 6A and 6B.

280. Crossing No. 24 is a masonry arch over S. R. 0272 Southbound(SB), locally known as Lancaster Pike. The highway was formerly identified as L. R. 36007, and the crossing was at Station 767+36 SBL and prior to that was L. R. 36025 with the crossing

located at Station 48+42. S. R. 0272 in Lancaster County begins at the Lancaster/Chester County line South of the Village of Oak Hill and extends in a general northerly direction to its terminus at S. R. 0222 (U.S. 222) in West Lampeter Township. PennDOT St. No. 1, p. 56.

281. S. R. 0272 SB is a two lane concrete paved highway through and adjacent to the subject crossing. The roadway width is 24 feet. The horizontal alignment through the crossing is on a horizontal curve curving to the left in the direction of travel. The vertical alignment is on an up grade from north to south. The general physical condition of the approach roadways is good. PennDOT St. No. 1, p. 57.

282. S. R. 0272 SB is a principal arterial highway with an average daily traffic (ADT) of 4,651 vehicles of which 7% are trucks. The projected future ADT for the year 2015 is 6,980 vehicles. PennDOT does not have any records pertaining to pedestrian traffic at this structure. PennDOT St. No. 1, p. 57.

283. PennDOT's accident records indicate that ten (10) reportable accidents occurred at this crossing area. Of these ten accidents, six (6) involved a fixed object. The remaining accidents involved vehicles only. PennDOT St. No. 1, p. 58.

284. According to PennDOT, the crossing is adequate to safely accommodate the traffic at this location. S. R. 0272 SB at the subject crossing has a horizontal clearance of 48.4 feet

between the sides of the existing arch at the roadway level and a minimum vertical clearance of 22' 7", at the edge of the paved roadway. PennDOT St. No. 1, p. 58.

285. PennDOT agrees that the crossing can be abolished with the structure remaining in place. PennDOT also agrees to do certain safety work, at its sole cost and expense, at Crossing No. 24 as described in Conrail Exhibit 6B. The estimated cost to perform the safety related modifications is \$10,000.00. PennDOT St. No. 1, p. 58.

286. PennDOT was assigned maintenance responsibilities at the Commission proceeding Docket No. A-00094447, entered November 18, 1968. The Pennsylvania Railroad Company, a Conrail predecessor, was directed in Paragraph 24 to continue the maintenance of its existing stone arch structures at both Crossing Nos. 23 and 24 at its sole cost and expense. Paragraph 25 directed PennDOT, at its sole cost and expense, to maintain the remainder of the project including the approaches, roadway, and drainage facilities through the existing stone arch structures. PennDOT Ex. No. 8 is a copy of this order. PennDOT St. No. 1, p. 59.

287. PennDOT agrees to continue to maintain the roadway at the subject crossing and the highway approaches thereto and to abide by any prior orders of the Commission. PennDOT does not agree to maintain any portion of the structure in the future. PennDOT St. No. 1, p. 60.

288. If the Stipulation of Settlement is approved, it is the position of Providence Township that the crossing structure at Crossing No. 24 is adequate. Providence Township currently has no maintenance obligations at Crossing No. 24. Providence Twp. St. No. 1, p. 26.

289. If the Stipulation of Settlement is approved, Providence Township will agree to maintain the crossing structure at Crossing No. 24, consistent with Paragraph 6.13 of the Stipulation of Settlement. PennDOT will maintain the roadway of Crossing No. 24 in accordance with the prior Commission Order, entered November 18, 1968, at Docket No. A-00094447. Providence Twp. St. No. 1, p. 26.

Crossing No. 25

290. The bridge at Crossing No. 25 is designated OH 20.51 situated in Providence Township, Lancaster County, and identified as bridge No. 25 (Rawlinsville Road, AAR/DOT #518 211G). Conrail St. No. 1, Xing 25.

291. The structure that existed on T-442 (Rawlinsville Road), a two-lane macadam roadway, was previously constructed in accordance with Commission Order, at Docket No. A-105510, entered January 3, 1985, which ordered that PennDOT maintain this structure. Commission Order, at Docket No. A-00111016, entered March 7, 1995, abolished this crossing and ordered that in the future Amtrak and Conrail at their sole cost and expense, to

maintain each of their existing facilities that lie within the limits of the Commission's jurisdiction. Conrail St. No. 1, Xing 25, ¶¶ 3, 4, 5, 6 and 7.

292. Maintenance of the roadway will be the responsibility of PennDOT at its sole cost and expense. Conrail St. No. 1, Xing 25, ¶ 8; Conrail Ex. No. 6A and 6B.

Crossing No. 26

293. The bridge at Crossing No. 26 is designated UG 21.02 situated in Providence Township, Lancaster County, and identified as bridge No. 26 (Sigman Road, AAR/DOT #518 212N). Conrail St. No. 1, Xing 26.

294. The bridge is a single span riveted steel girder bridge, consisting of three half-through girders spaced at 13'0" center-to-center, with a stringer-floorbeam system. Transverse timber ties across the stringers support the ballast material. The bridge is constructed on an approximate skew of 72 degrees. Clear span between abutments is 30'0". Girder length out-to-out is 37'0".

Abutments are stone masonry with concrete pedestals and backwalls. Wingwalls are also stone masonry with concrete caps and extensions. The bridge spans a small flowing stream located along the west abutment. A 2' to 4' high stone masonry wall separates the roadway from the stream. The roadway is bituminous pavement on a curved alignment. Minimum clearance above the roadway is 11'3". No posting

or signing is present. The bridge was constructed in 1905 by the Pennsylvania Railroad. Conrail St. No. 1, Xing 26, ¶ 4.

295. The bridge carries the abandoned Enola Branch of Conrail over T-500, Sigman Road, a two-lane macadam roadway. Conrail St. No. 1, Xing 26, ¶ 5.

296. There is currently no agreement with regard to maintenance of this bridge and no orders concerning its maintenance issued by the Commission or any other authority. Conrail St. No. 1, Xing 26, ¶¶ 3 and 6.

297. The bridge structure is in somewhat deteriorated condition. The east abutment and a low stone wall located immediately adjacent to the paved roadway present some limitations of horizontal clearance for vehicles approaching the structure. The underclearance of the bridge is 11'3". Conrail St. No. 1, Xing 26, ¶ 7; Staff St. No. 1, p. 72.

298. Conrail requests that the Commission approve the settlements that have been entered into between Conrail and PennDOT and among Conrail and various municipalities, including Providence Township, relative to the disposition of the crossing structures. If the settlements are approved, Conrail will remove the crossing structure at Sigman Road and restore the roadway as necessary, remove abutments to a point two (2) feet below finished ground level, slope the remaining embankments to a two-to-one slope and make any necessary provision for protection and stability of the

Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Providence Township will thereafter maintain the roadway at its sole cost and expense. Conrail St. No. 1, Xing 26, ¶ 8; Conrail Ex. No. 6A and 6B.

299. Crossing No. 26 involves the below-grade crossing of Sigman Road (T-500) and the right-of-way for the Enola Branch at M.P. 20.51. The crossing is located approximately 450 feet south of Pennsy Road. Sigman Road is a paved roadway. Including shoulders, the roadway approaching the crossing is 18 feet in width and in average condition. The grade approaching the bridge is fairly level. The roadway under the bridge is reduced to 16 feet in width and curves at the southern entrance to the bridge. The vertical clearance is 11'3". The road elevation rises at the southern terminus of the bridge structure. The bridge structure is deteriorated. Providence Twp. St. No. 1, p. 28.

300. Sigman Road carries approximately 100 trips per day, predominantly cars. Pedestrian traffic at Crossing No. 26 is minimal. Pedestrian and vehicle traffic is unlikely to change significantly in the future, in the opinion of Providence Township. Providence Township is unaware of any reported accidents involving the crossing structure at Crossing No. 26. Providence Twp. St. No. 1, p. 28.

301. In the opinion of Providence Township, Crossing No. 26 is inadequate as the vertical clearance, and roadway width at Crossing No. 26 are insufficient. If the Stipulation of Settlement is approved, Conrail will remove the structure, thus removing any concerns of Providence Township concerning the adequacy of Crossing No. 26. Providence Township currently has maintenance responsibility of the roadway (T-500) at Crossing No. 26. Providence Twp. St. No. 1, p. 29.

302. There is a stream beside the highway, and both run under the bridge. Conrail Ex. No. 5.

Crossing No. 27

303. The bridge at Crossing No. 27 is designated UG 23.04 situated in Martic Township, Lancaster County, and identified as bridge No. 27 (Marticville Road, Pa. 324, AAR/DOT #518 213V). Conrail St. No. 1, Xing 27.

304. The bridge is a stone masonry arch structure with a concrete extension constructed on the south side of the bridge. It is located very near to railroad grade with only minimal underclearance provided. The bridge width out-to-out is 43 feet. Clear span is 23'0", and the arch rise is approximately 6'3". Clear height above the roadway surface at the center of the arch is 13'7" at the north end, and increases to 15'0" at the south end due to the downgrade of the roadway. Both sides of the bridge are signed for 12'0" underclearance. The roadway turns 90 degrees at the

north side of the bridge due to the poor alignment. Spandrel walls, abutment walls and wingwalls are of stone masonry. The arch extension is of concrete, and concrete was utilized for abutment walls, spandrel walls and new wingwalls which were partially built over the original stone wingwalls. Steel pipe rail is mounted to spandrel walls at both sides of the bridge. "Yield to Oncoming Traffic" signs are posted at each side. Traffic volumes are heavy.

Original construction of the bridge was in 1905 by the Pennsylvania Railroad. The arch extension was constructed in 1916. Conrail St. No. 1, Xing 27, ¶ 4.

305. The bridge carries the abandoned Enola Branch of Conrail over PA Route 324, Marticville Road, a two-lane macadam roadway. Conrail St. No. 1, Xing 27, ¶ 5.

306. There is currently no agreement with regard to maintenance of this bridge and no orders concerning its maintenance issued by the Commission or any other authority. Conrail St. No. 1, Xing 27, ¶ 6.

307. Conrail requests that the Commission approve the settlements that have been entered into between Conrail and PennDOT and among Conrail and various municipalities, including Martic Township, relative to the disposition of the crossing structures. If the settlements are approved, Martic Township, at its sole cost and expense, will maintain the crossing structure over Route 324. In the interim, PennDOT will propose a project for the realignment

of State Route 324. If within two (2) years of entry of a final order approving this settlement there is no progression of the project and no funding commitment for the realignment of the roadway, PennDOT will notify Martic Township that there will be no realignment project. Martic Township will then remove the structure within one (1) year of notice by PennDOT. Martic Township will remove the structure and restore the roadway as necessary, remove abutments to a point two (2) feet below finished ground level, slope the remaining embankments to a two-to-one slope and make and necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. If the roadway is realigned to bypass the crossing, it is understood and agreed that Martic Township's obligation to demolish the structure pursuant to this stipulation will cease. Although Martic Township at its option may remove or maintain the crossing structure thereafter. If, however, the crossing structure remains in place, Martic Township will barricade both entrances of the structure to vehicular traffic at its sole cost and expense and will maintain the structure and barricades. PennDOT retains responsibility for maintenance of the roadway at its sole cost and expense. Conrail St. No. 1, Xing 27, ¶ 8; Conrail Ex. No. 6A and 6B.

308. Crossing No. 27 is a masonry arch over S. R. 0324, locally known as Marticville Road. The highway was formerly identified as L. R. 332 and the crossing was at Station 218+17. S. R. 0324 in Lancaster County begins at S. R. 3038 in the Village of Pequea, Martic Township and extends in a northeasterly direction to where it intersects S. R. 0222 north of the Village of Engleside in the City of Lancaster. PennDOT St. No. 1, p. 61.

309. S. R. 0324 is a two lane asphalt paved highway through and adjacent to the subject crossing. The roadway width is 18 feet. The horizontal alignment has a 90 degree curve in the northeastern quadrant on the north approach of S. R. 0324; and after passing through the existing arch in a southerly direction, S. R. 0324 has a curve to the right on the south approach. S. R. 3019 in the area of the subject crossing runs parallel to the railroad and approaches the subject crossing from an easterly direction. S. R. 3019 intersects S. R. 0324 on the south approach immediately south of the crossing. If one travels westward on S. R. 3019 and goes northward on S. R. 0324, it would be necessary to make a 90 degree turn to pass through the subject crossing and another 90 degree turn after going through the existing arch, a total of a 180 degrees change in direction. The vertical alignment of S. R. 0324 is on a down grade from north to south; for S. R. 3019 the vertical alignment is down grade from east to west. The

general physical condition of the approach roadways is fair.
PennDOT St. No. 1, p. 62.

310. S. R. 0324 is a collector highway with an average daily traffic (ADT) of 2,052 vehicles of which 9% are trucks. The projected future ADT for the year 2015 is 3,080 vehicles. PennDOT does not have any records pertaining to pedestrian traffic at this structure. PennDOT St. No. 1, p. 63.

311. PennDOT's accident records indicate that one (1) reportable accident occurred at this crossing area, and this accident involved a fixed object. PennDOT St. No. 1, p. 63.

312. According to PennDOT the crossing is not adequate to accommodate the highway traffic. S. R. 0324 at the subject crossing has a horizontal clearance of 24.0 feet between the vertical sides of the existing arch. The minimum vertical clearance is 12' 0" at a point 10' 0" from the centerline of the roadway. PennDOT's opinion is that the existing masonry arch over S. R. 0324 does not provide adequate horizontal or vertical clearance. PennDOT St. No. 1, p. 64.

313. PennDOT agrees to the demolition of the existing structure and to provide the detour plans and effectuate the detour necessary for the removal of the structure in accordance with Conrail Exhibit 6B. PennDOT St. No. 1, p. 64.

314. PennDOT has completed an investigation for a betterment project in the area of the crossing which included the

realignment of S. R. 0324. If S. R. 0324 is realigned, the structure can stay in place since it would no longer cross over S. R. 0324. PennDOT St. No. 1, p. 64.

315. PennDOT does not agree to maintain any portion of the structure in the future. PennDOT will maintain the roadway at its sole cost and expense regardless of whether or not the roadway is relocated. PennDOT St. No. 1, p. 64.

316. PennDOT has no present maintenance responsibilities with respect to the existing railroad over highway bridge. PennDOT does not have any record of any prior Commission orders. PennDOT St. No. 1, p. 65.

317. PennDOT does not agree to perform any work or bear any costs for the removal of the subject structure. PennDOT agrees to continue to maintain the roadway at the subject crossing and the highway approaches thereto. PennDOT does not agree to maintain any portion of the structure in the future. If S.R. 0324 is realigned, PennDOT agrees to do work associated with the said realignment and agrees to maintain the realigned S.R. 0324 at its sole cost and expense. PennDOT St. No. 1, p. 65.

318. Martic Township is working with the Pennsylvania Department of Transportation to support a realignment of Pa. Route 324 at Crossing No. 27. If the Stipulation of Settlement is approved, it would be ideal to realign Pa. Route 324, taking the

crossing structure out of the area of vehicular travel. Martic Twp. St. No. 1, p. 4.

319. Martic Township currently has no maintenance responsibilities at Crossing No. 27. Martic Twp. St. No. 1, p. 4.

320. If the Stipulation of Settlement is approved, Martic Township would agree to assume maintenance responsibility of crossing structure at Crossing No. 27, consistent with Paragraph 7.3 of the Stipulation of Settlement. Martic Twp. St. No. 1, p. 4.

Crossing No. 28

321. The bridge at Crossing No. 28 is designated UG 23.76 situated in partly in Martic Township, and partly in Conestoga Township, Lancaster County, and identified as bridge No. 28 (Martic Forge Bridge, AAR/DOT #518 214C). Conrail St. No. 1, Xing 28.

322. The bridge is a 518' 11-span steel girder bridge. Spans 1 through 6 and 8 through 11 are steel girder. Span 7 is a steel truss. The bridge is constructed on an approximate skew of 90 degrees. The bridge surface is railroad ballast. The bridge has stone masonry pedestals with steel bents. The abutments are stone masonry. There is a horizontal clearance curb to curb of 23'3". Underclearance is approximately 130' at the main span number 7. There are no posted weight limits at this time. The bridge also supports two Amtrak high voltage transmission line structures. The

bridge was constructed in 1905 the Pennsylvania Railroad and rehabilitated in 1946. Conrail St. No. 1, Xing 28, ¶ 4.

323. The bridge carries the abandoned Enola Branch of Conrail over Martic Forge. Conrail St. No. 1, Xing 28, ¶ 5.

324. There is currently no agreement with regard to maintenance of this bridge and no orders concerning its maintenance issued by the Commission or any other authority. Conrail St. No. 1, Xing 28, ¶¶ 3 and 6.

325. This is a 90 year old bridge that was rehabilitated in 1946. It is in a condition suitable for its intended use by light traffic and pedestrians. The railroad ties and rails have been removed. The deck is in fair condition. Some maintenance to the deck may be required. The superstructure is in good condition, although some superficial rust is evident throughout various portions of the superstructure and there is some section loss in places. The substructure is in generally good condition with some minor rusting and very minor section loss noted. The channel (a structural member of the bridge) is in fair condition. Overall the bridge remains in good condition and is structurally suitable for light vehicular traffic and pedestrian use. The estimated cost of repairs to this structure is currently unknown. Conrail St. No. 1, Xing 28, ¶ 7.

326. Conrail requests that the Commission approve the settlements entered into between Conrail and PennDOT and among

Conrail and various municipalities, including Martic and Conestoga Townships relative to the disposition of the crossing structures. If the settlements are approved, would require Conrail, at its sole cost and expense, within 18 months following entry of a final order adopting the provisions of the settlement, to remove from the bridge Amtrak's transmission line towers and resuspension of the line in a manner satisfactory to Amtrak. Thereafter, Martic and Conestoga Townships, jointly and severally and at their sole cost and expense, will maintain the crossing structure. Conestoga Township will continue to maintain River Road at its sole cost and expense. Conrail St. No. 1, Xing 28, ¶ 8; Conrail Ex. No. 6A and 6B.

327. The roadway in Martic Township beneath the Martic Forge Trestle is a private road, and not a public (township or state) road. Martic Township is unaware of any accidents involving the Martic Forge Trestle in Martic Township. Martic Twp. St. No. 1, p. 5.

328. If the Stipulation of Settlement is approved, Martic Township agrees to assume maintenance responsibility jointly with Conestoga Township, consistent with Paragraph 8.1 of the Stipulation of Settlement, and pursuant to an Intermunicipal Agreement between Martic Township and Conestoga Township to maintain the Martic Forge Trestle. Martic Twp. St. No. 1, p. 6.

329. Crossing No. 28 involves the below-grade crossing of River Road (T-440), a Conestoga Township road, and the right-of-way of the Enola Branch at M.P. 23.76. The crossing is located approximately 1/10 of a mile north of Route 324. River Road crosses beneath the Martic Forge Trestle in Conestoga Township. Conestoga Twp. St. No. 1, p. 3.

330. River Road is a paved roadway in very good condition. The roadway width is 20 feet and has no shoulders. Approaching and through the crossing in a southerly direction, River Road has a sharp curve to the right. One bridge pier is located west of the roadway within approximately one foot of the roadway. The bridge piers located east of the roadway are located within three feet of the roadway. A guardrail is in place within one foot of the east side of the roadway. A single span of the Martic Forge Trestle is situated above River Road. Conestoga Township currently maintains River Road (T-440). Conestoga Twp. St. No. 1, pp. 3-4.

331. Conestoga Township has no current maintenance responsibility with respect to the Martic Forge Trestle. Conestoga Twp. St. No. 1, pp. 3-4.

332. Although exact figures are not available, approximately 650 vehicles per day use River Road, including cars, trucks, school buses, farm equipment and the like. Conestoga Township anticipates a modest increase in vehicular traffic at

Crossing No. 28 over the next five years to perhaps 800-900 vehicles per day. Conestoga Township is unaware of any reported accidents at Crossing No. 28. Conestoga Twp. St. No. 1, pp. 3-4.

333. If the Stipulation of Settlement is approved, it is the position of Conestoga Township that the Martic Forge Trestle may remain in place. Recently, pedestrian access to the Martic Forge Trestle has been eliminated by Conrail, thus alleviating any concerns the Township may have with respect to objects being dropped from the trestle onto River Road. In the future, should any problems come to light, Conestoga Township will address them in due course. Conestoga Twp. St. No. 1, p. 4.

334. If the Stipulation of Settlement is approved, Conestoga Township will assume maintenance responsibility of the Martic Forge Trestle, jointly with Martic Township, consistent with Paragraph 8.1 of the Stipulation of Settlement. In addition, if this Stipulation of Settlement is approved, Martic Township and Conestoga Township have entered into an Intermunicipal Agreement for their joint responsibility of the crossing structure. Conestoga Twp. St. No. 1, p. 4.

Crossing No. 29

335. The bridge at Crossing No. 29 is designated OH 24.26 situated in Conestoga Township, Lancaster County, and identified as bridge No. 29 (Colemanville Road, AAR/DOT #518 215J). Conrail St. No. 1, Xing 29.

336. This crossing was ordered abolished, the bridge removed, and the roadway terminated on either side of the abandoned line. The bridge was removed in compliance with Commission Orders, entered at Docket Nos. C-860598 and M-00870130. See also the Order, entered March 7, 1995, at Docket No. A-00111016. Conestoga Twp. St. No. 1, p. 6. Conrail St. No. 1, Xing 29.

Crossing No. 30

337. The bridge at Crossing No. 30 is designated OH 24.64 situated in Conestoga Township, Lancaster County, and identified as bridge No. 30 (River Hill Road, AAR/DOT #518 216R). Conrail St. No. 1, Xing 30.

338. This site was the subject of Commission Order, at Docket No. C-860598, entered May 23, 1990, which ordered the replacement of the bridge. The Order further makes maintenance of the new bridge the responsibility of Conestoga Township. By the Commission Order, at Docket No. A-00111016, entered March 7, 1995, this crossing was abolished and Conrail and Amtrak ordered at their sole cost and expense, to furnish all material and perform all work required to maintain their respective facilities that lie within the limits of the Commission's jurisdiction. Conrail St. No. 1, Xing 30, ¶¶ 3 and 4.

339. No additional work is required at this crossing. Conrail St. No. 1, Xing 30, ¶ 7.

340. Conrail requests that the Commission approve the settlements that have been entered into between Conrail and PennDOT and among Conrail and various municipalities, including Conestoga Township, relative to the disposition of the crossing structures. If the settlements are approved, Conestoga Township will maintain the roadway at its sole cost and expense. Conrail St. No. 1, Xing 30, ¶ 8; Conrail Ex. No. 6A and 6B.

341. The bridge at Crossing No. 30 is a new concrete structure constructed in accordance with the Commission's Order, entered May 23, 1990, at Docket No. C-860598. Conestoga Township maintains both the bridge structure and the roadway pursuant to that Order. Conestoga Twp. St. No. 1, p. 7; Conrail St. No. 1, Xing 30, ¶¶ 5 and 6.

Crossing No. 31

342. The bridge at Crossing No. 31 is designated UG 25.73 situated in Conestoga Township, Lancaster County, and identified as bridge No. 31 (Greenhill Road, also known as Shenks Road, AAR/DOT #518 217X). Conrail St. No. 1, Xing 31.

343. The bridge is a stone masonry arch structure located beneath the railroad embankment. Culvert length out-to-out is 206'. Clear span is 24'0", and the arch rise is approximately 11'0". Total clear height above the roadway to the arch center is

approximately 17'6" at the north end and 23'0" at the south end as the roadway is on a significant downgrade. Headwalls, wingwalls, abutment walls, and ring stones also consist of cut stone masonry. This bridge carries a plaque on the southwest wingwall stating that it was constructed in 1905 by the Pennsylvania Railroad. Conrail records confirm this date. Conrail St. No. 1, Xing 31, ¶ 4.

344. This structure has stood for the past 90 years without suffering major problems. Some water is moving through the arch walls, but that has not resulted in any major detriment. Rail traffic will no longer utilize this line, and it is likely that this structure can continue to function for some time to come. Safety clearance markers could be placed at the site. The estimated cost of the markers is \$400.00. Minor maintenance work may be performed to the structure. The cost of this is unknown at this time. Conrail St. No. 1, Xing 31, ¶ 6.

345. This stone structure is in good present condition and is expected to continue in good condition suitable to its present use by a moderate volume of vehicular traffic from a two-lane roadway for an indefinite time into the future. Conrail proposes no work to be done to this structure to provide for a safe highway. Conrail St. No. 1, Xing 31, ¶ 7.

346. Conrail requests that the Commission approve the settlements that have been entered into between Conrail and PennDOT and among Conrail and various municipalities, including Conestoga

Township relative to the disposition of the crossing structures. If the settlements are approved, Conestoga Township, at its sole cost and expense, will maintain the crossing structure. In a manner consistent with past practice, Conestoga Township will maintain the roadway. Conrail St. No. 1, Xing 31, ¶ 8; Conrail Ex. No. 6A and 6B.

347. Crossing No. 31 involves a below-grade crossing of Green Hill Road (T-418), a township road, and the right-of-way of the Enola Branch at M.P. 25.73. The crossing is located approximately 1/4 of a mile southwest of the Shenk's Ferry Road. Green Hill Road is an unimproved dirt road. The roadway is 16 feet in width and has no shoulders. Upon approaching the crossing in a southerly direction, the road curves slightly to the left and at a downward grade. Conestoga Twp. St. No. 1, p. 8.

348. Approximately 50-60 vehicles per day use Crossing No. 31 in appropriate weather conditions. Most of the traffic volume is associated with visitors to PP&L's Shenks Wild Flower Preserve, which is located approximately 3/10 of a mile south of the bridge. Traffic volume is seasonal and weather-related. Future traffic volume may be estimated to increase slightly to 80-100 vehicles per day, if development of the wild flower preserve continues. Conestoga Township is unaware of any reported accidents caused by the crossing at Crossing No. 31. It should be noted that

all traffic moves through the crossing structure at Crossing No. 31 at very slow speeds. Conestoga Twp. St. No. 1, p. 8 and 9.

349. If the Stipulation of Settlement is approved, Conestoga Township will maintain both the roadway and the crossing structure at Crossing No. 31. In accordance with the Stipulation of Settlement, it is the position of Conestoga Township that no immediate modifications need to be made to Crossing No. 31 for safety reasons. Should any safety concerns come to light in the future, Conestoga Township will address them in due course. Conestoga Twp. St. No. 1, p. 9.

350. Conestoga Township currently has maintenance responsibility of the roadway at Crossing No. 31. It should be noted that Conestoga Township maintains this portion of its roadway on a seasonal basis. If the Stipulation of Settlement is approved, Conestoga Township will agree to maintain the roadway and crossing structure, consistent with Paragraph 9.5 of the Stipulation of Settlement. Conestoga Twp. St. No. 1, p. 9.

351. There is a near 90 degree turn on one highway approach to the structure. Staff Ex. No. 50.

IV. DISCUSSION

A. Jurisdiction

Before addressing the merits of the settlement, I note that FAST challenged the Commission's subject matter jurisdiction.

1. Parties' Positions

a. FAST

FAST's challenge to this Commission's jurisdiction is based on Conrail's actions (or lack thereof) before the ICC as they relate to Section 106 of the National Historic Preservation Act §106, 16 U.S.C. §470(f) (NHPA). FAST argued that railroad abandonment proceedings before the ICC were subject to the "106 process" which is designed to mitigate adverse effects upon a historic resources. Since the Enola Branch was recognized as historically significant, FAST asserted that Conrail was required to complete all of the steps in the 106 process before an authorized abandonment before the ICC could become effective. Based on evidence introduced by FAST, it claimed that the 106 process was not completed and that Conrail failed to comply with a historic integrity condition in one of the ICC's orders. Consequently, FAST concluded that this Commission's jurisdiction was pre-empted until Conrail completed the 106 process as required by the ICC. FAST B., pp. 4-7.

b. Conrail

Conrail acknowledged that the ICC imposed a stay of its abandonment order on two grounds: to allow Lancaster County to acquire the line for trail purposes and to prohibit alteration of the historic integrity of the bridges pending completion of the 106 process. Conrail contended that the stay for the 106 process was vacated by a subsequent order (April 19, 1993) of the ICC which dissolved the stay for both conditions. Conrail B., p. 17. In the alternative, Conrail argued that the stay relating to historic preservation was lifted by operation of law or that the 106 process had been completed. Conrail B., pp. 18-24. As a final position and even though not required to do so, Conrail explained that (without conceding its previous positions) it would complete the administrative tasks remaining in the 106 process as suggested by one of the FAST witnesses. Conrail B., p. 24-25.

c. Other Parties

The Townships agreed with Conrail. Townships B., pp. 23-28. The Staff agreed with Conrail. Staff B., pp. 18-24. Lancaster County agreed with Conrail. Lancaster B., pp. 6-15.

2. Analysis

Having reviewed the parties' positions, I find that they have failed to recognize that the jurisdictions of the ICC and this Commission are both independent and exclusive of each other. More

specifically, there is no requirement that the ICC, now the STB, formally approve abandonment of a line before this Commission is permitted to authorize abandonment of the crossings. The fact that the railroad may not have "perfected" its abandonment before the ICC in no way undermines the jurisdiction of the Commission. In this instance, Conrail's application is based on two factual premises 1) that it has made the management decision to discontinue train service on the Enola Branch and 2) that the ICC has agreed with Conrail's decision. These factual foundations must be distinguished from the legal issue of whether the Commission has the statutory authority to permit abolition of the crossings. The Public Utility Code gives the Commission the authority to regulate abolition of the crossings. 66 Pa. C.S. §2702. There is no condition in the statute which requires line abandonment as a prerequisite to crossing abolition. Id. If, in this case, it should develop that the ICC did not authorize abandonment of the line, there would be no impact on this Commission's jurisdiction. The failure to "perfect" ICC line abandonment would only mean that Conrail did not prove the truth of one of its factual allegations. I hasten to add that even without "perfecting" abandonment there would be sufficient proof that the crossings could be abolished. More specifically, Conrail has proven that it made a management decision to discontinue train service on the line and that the rail equipment (e.g. tracks, ties, etc.) has been removed. This

situation is no different than the abolition of crossings when the road is closed or relocated.

With respect to the arguments directed to the interaction between NHPA and the ICC, I agree with Conrail in part. In actuality, the parties agree with the some of the basic legal premises. First, they agree that the NHPA was applicable to the ICC (and its successor, the STB). Second, they agree that, if the ICC attached a post abandonment condition to its order, Conrail would be required to obey it.

The first fact to ascertain is, what did the ICC order? In its Decision, at Consolidated Rail Corporation--Abandonment Exemption--Lancaster and Chester Counties, PA, at Docket No. AB-167 (Sub-No. 1095X) (Slip Op., decided February 14, 1990) (See, Attachment A to Conrail Brief.), the ICC imposed a historic use condition which required Conrail to complete the 106 process. The basis for the condition was that the Pennsylvania Historical and Museum Commission had not completed its review of the 83 bridges on the line. Slip op. at 4. The abandonment was also conditioned in part on a trail use provision depending on the outcome of negotiations with Lancaster County. Id. at 2-5. After the expiration of certain extensions for negotiation granted to Lancaster County, the ICC issued a decision at the same docket number which specified that the trail use condition, imposed on February 22, 1990, was vacated, and Conrail was permitted to

abandon the line. Decision, decided April 14, 1993 (Slip Op.). See, Attachment C to Conrail Brief. There was no mention of the 106 process.

One other ICC Order impacted this issue. In Ex Parte No. 55 (Sub-No. 22A) Implementation Of Environmental Laws, 375 ICC Reports 807 (July 19, 1991) (See, Conrail Ex. No. 7), the ICC specified that any delaying conditions that it imposed under NHPA in rail abandonment cases would not extend beyond 330 days. *Id.* at 827. Further, the ICC recognized that it had limited power to protect historic property which came within its jurisdiction. *Id.* at 828-829. The 330 day limit in the order was codified in the ICC regulations. 49 C.F.R. §1105.8(f). (I note that the regulation existed as early as 1991. See, 49 C.F.R. Part 1105, Source.)

Frankly, the record is not entirely clear as to whether Conrail fully complied with the historic filing requirements as set forth in the regulation. 49 C.F.R. §1105.8(d). However, there can be no doubt that more than 330 days past between the entry of the stay on February 14, 1990 (Attachment A) and the final order allowing abandonment on April 14, 1993 (Attachment C). Thus, it appears that the operation of the ICC regulation renders the NHPA compliance argument moot.

Even though I find that the question of compliance with NHPA is moot, I hasten to add my agreement with Conrail's willingness to complete the "106 process" as defined by the FAST

witness, Ms. Barrett. Given the contentious nature of the parties, Conrail would be well served by investing the minimal effort needed to end this portion of the controversy.

Accordingly and in the alternative, I conclude that, Conrail having completed its abandonment proceeding before the ICC, there is no impediment to the exercise of this Commission's jurisdiction over grade crossings. Public Utility Code, 66 Pa. C.S. §2702.

B. The Settlements

1. Introduction

Both of the settlements explain the responsibilities of the parties in a clear, straight forward manner. Each settlement specifically designates how the responsibilities for each crossing were assigned to the Townships and/or PennDOT.

Before reviewing those terms, some general comments are needed to identify the parties' positions. In general, Conrail agreed to convey the entire rail line in segments to the Townships through which the line passed. In addition, Conrail will give each township a lump sum of money related to the condition of the crossings. Conrail, PennDOT, DCNR, the Townships and Lancaster County all support the settlements. The majority of the crossing structures are retained in place. As will be explained in more detail below, those structures which present serious safety hazards will be removed.

Opposition to the settlements comes in two forms from opposite extremes. At one extreme is FAST and HPT which argue that, while a minimal number of crossings must be replaced, the settlements allow for too many of the crossing structures to be removed. They argue that the settlements ignored the need to preserve all of the historic structures, as well as the continuity of the right-of-way for trail purposes. FAST B., pp. 7-19. At the other extreme was the Staff. The Staff position is that the potential for a trail in this location is speculative and that the public would be best served by removing all rail over highway structures. Staff B., pp. 26-30. These arguments will be examined in more detail below.

2. Crossing Structures To Be Demolished

Having reviewed the parties' positions, I have adopted the descriptions provided by the Townships and PennDOT with minor editing below. There is one major change to the plan contemplated by the settlements: My review of the record indicates that the bridge at Crossing No. 2 must be removed also.

According to the Stipulations of Settlement, Conrail is to demolish the structures at Crossing Nos. 4, 10, 15, 16, 21 and 26. As discussed below, Bart Township will replace the crossing structure at Crossing No. 7A (Lamparter Road) with a roadway placed on fill. In addition, the PennDOT settlement calls for PennDOT to demolish the crossing structure at Crossing No. 17. Finally, at

Crossing No. 27, Martic Township will be called upon to demolish the structure only if a realignment of the roadway is not achieved.

a. Crossing No. 2

The settlements would preserve the bridge carrying Orchard Buck Road (T-974) over the former rail line in Sadsbury Township. Conrail Ex. No. 6A, p. 3, ¶ 2.6. The settlement continues Sadsbury's maintenance responsibilities as set forth in Commission Order, at Docket No. C-80021865, entered April 30, 1981. Conrail St. No. 1, Xing 2, ¶ 6. However, Conrail's testimony describes the bridge as a wood and steel, one lane structure with a wood deck which has outlived its usefulness. The bridge is currently posted for a ten ton weight limit. Conrail recommends that it be replaced or removed in the near future. Id. ¶¶ 4 and 7. Conrail's testimony is corroborated by the Staff. Staff St. No. 1, pp. 8-10. Staff Ex. Nos. 4-5. Under these circumstances, I find that the public safety is best protected by the removal of the bridge and its replacement with a road on fill.

In coming to this conclusion, I have not ignored the Township testimony that the bridge was renovated in 1981 and that traffic is estimated at 20 cars and/or light trucks and 5 pedestrians per day. Sadsbury St. No. 1, p. 5. Unfortunately, even the light traffic count and the 16 year old renovation cannot counter-balance the engineering testimony which places the public safety at risk. Accordingly, I recommend that the Township be

required to remove the structure and place the highway on fill at its sole cost and expense within two years of the entry date of the Commission's final order.

b. Crossing No. 4

Crossing 4 is a steel girder bridge over State Route 2021, White Oak Road. PennDOT St. No. 1, p. 8. S.R. 2021 is a two (2) lane, 16' wide roadway with an ADT of 589 vehicles. Truck traffic constitutes 29% of the daily traffic. PennDOT St. No. 1, p. 9. This crossing is not adequate to safely accommodate traffic. The horizontal clearance is to 30'2". The primary constraint at the crossing is the vertical clearance of 13' 11". PennDOT St. No. 1, p. 10. The required vertical clearance is 14' 6". PennDOT Ex. No. 2. Since there is restricted vertical clearance, the structure should be removed in accordance with Conrail Exhibit 6B. Conrail Ex. No. 6B, p. 4; Tr. 711, 853. PennDOT will maintain the roadway. Conrail Ex. No. 6B, p. 7; PennDOT St. No. 1, p. 11.

FAST opposed this solution. It argued that the bridge at Crossing No. 4 could be jacked to eliminate the vertical clearance problem. FAST claimed that it had submitted cost estimates and details for jacking steel girder bridges. FAST B., p. 13.

Unfortunately, FAST's estimates and details did not provide as viable a solution as FAST represented. FAST's engineer provided an initial construction improvement cost estimate for

Crossing No. 4 of \$14,380.00. Wilson Ex. B, Bridge Related Trail Improvement Summary. That estimate did not include a prorata share of construction inspection costs (Total: \$45,00.00), contingencies (Total: \$55,00.00), yearly maintenance costs (Total: \$20,200.00) and bi-annual inspections (\$1,000.00/bridge). Wilson Ex. B, Opinion Of Probable Cost Summary. In addition, Mr. Wilson, the engineer, provided a generalized steel bridge jacking estimate of \$16,000.00 per bridge. Wilson Ex. B. However, I have concluded that FAST did not provide sufficient information to accurately determine the true cost of retaining this structure. My conclusion is supported by Mr. Wilson's exhibit in which he provided the following disclaimer:

NOTE: SUPERSTRUCTURE JACKING OF SINGLE SPAN STEEL BRIDGES IS NOT INCLUDED IN THIS ESTIMATE. IF ADDITIONAL UNDERCLEARANCE IS REQUIRED AT ANY OF THESE BRIDGES THE COST OF REPLACEMENT VERSUS JACKING WILL BE STUDIED TO DETERMINE THE MOST COST EFFECTIVE SOLUTION.

Wilson Ex. B, Opinion Of Probable Cost Summary. Based upon all of the evidence, I find that it would be in the public interest to abolish the crossing and order the structure removed.

c. Crossing No. 7A

As noted above, Bart Township's petition to amend was consolidated with the application proceeding. Bart Township supported its Petition with verified factual assertions which demonstrated generally that: the cost of the Mount Pleasant Road

bridge culvert installation was substantially more expensive than anticipated; Bart Township did not have the necessary funds to complete another very expensive culvert installation; FAST's Master Park Plan indicated that at-grade crossings would be sufficient to provide for trail use; a continuous at-grade crossing at Lamparter Road would be physically possible without a culvert installation; the crossing "depth" was approximately 20 feet as opposed to the approximate 50 feet depth at the Mount Pleasant Road crossing; a 12:1 approach grade was physically possible at the Lamparter Road crossing, where such crossing was not possible at the Mount Pleasant Road location; the Mount Pleasant Road culvert had become an attractive nuisance and had caused safety problems; and there was a substantial chance that there may not be a trail owned, operated and sponsored by FAST.

In addition, at the hearings held on June 11 and 12, 1997, Bart Township provided additional substantial evidence concerning its request for a modification of the prior Bart Stipulation and Order at Docket No. C-00913256. Ray Marvin set forth Bart Township's position with respect to the prior Bart Stipulation of Settlement in this matter:

At the time of the 1993 [Bart] Stipulation, Bart Township, and the other parties to the [Bart] Stipulation, were under the factual impression that FAST would acquire the Enola Branch Line from Conrail and operate it as a recreational trail. As of the date of the 1997 [Townships] Stipulation of Settlement, Conrail entered into a binding contractual agreement to convey the Enola Branch to Bart

Township and the other Townships party to that [Townships] Stipulation of Settlement. As such, the conditions have changed dramatically from the date of the entry of the 1993 [Bart] Stipulation, which required a culvert. Because FAST will not own the real estate, and because Bart Township has no intention to provide pedestrian access through the fill via a culvert, the 1993 [Bart] Stipulation should be vacated and the 1997 [Townships] Stipulation of Settlement should be approved. Bart Township, in entering into the earlier stipulation, relied upon the representations of FAST that it would be the recipient of the real property associated with this crossing. Because Bart Township will become the owner of the Line, because no culvert crossing is necessary and because the placement of the culvert is prohibitively expensive, the 1997 [Townships] Stipulation of Settlement in the instant matter should be approved without the requirement of the placement of a culvert.

Bart Township Statement No. 1, p. 10. In addition, on cross-examination, Mr. Marvin explained very succinctly Bart Township's position with respect to Lamparter Road. Tr. 626, 635-36.

Bart Township argued in favor of granting the petition as follows:

The Public Utility Code provides that:

The Commission may, at any time, after notice and after opportunity to be heard as provided in this chapter, rescind or amend any order made by it. Any order rescinding or amending a prior order shall, when served upon the person, corporation, or municipal corporation affected and, after notice thereof is given to the other parties to the proceedings, have the same effect as is herein provided for original orders.²⁴

Obviously, FAST and the other parties to the Bart Stipulation and to the proceeding at Docket No. C-00913256 have had ample notice and opportunity to be heard with respect to the request of Bart Township to rescind or amend the prior Bart Stipulation and Tentative Decision and Orders approving it. FAST's untimely answer²⁵ to Bart Township's Petition opposes the Petition on the basis that the trail is a "near certainty" and is "many times closer to opening." The fact that FAST will not get funding or take title to the property or manage a trail in Bart Township (see Exhibit TWP 10) demonstrates conclusively that the factual basis for the Bart Stipulation at Docket No. C-00913256 has changed drastically. Therefore, Bart Township's request for relief should be granted and the Order entered at C-00913256 should be amended consistent with the Townships Stipulation.

The primary reason for the Bart Stipulation was that FAST had planned to own and operate a trail through Bart Township. The culverts were expected to provide a means for trail users to pass beneath the reconstructed Lamparter Road crossing. Subsequent to the signing of the Stipulation, Conrail's plans to convey the property to FAST changed. FAST will no longer be taking title to the Conrail property; nor will FAST be operating a trail project in Bart Township. As such, the expensive and unnecessary culvert crossing should not be required to be constructed by Bart Township. As Mr. Marvin testified, in the event of future trail use, a slope as gentle as 12:1 may easily be constructed along the Lamparter Road fill area. (N.T. 626) Furthermore, a crossing constructed without a culvert will allow unlimited tonnage to use Crossing 7A. FAST's own Master Park Plan allows for at-grade crossings. Where, as here, the crossing structure is only 19 feet above the former grade of the railway, a safe and sufficient at-grade crossing can be constructed in the event of any future trail use. It also should be noted that a roadway on fill without a

culvert already exists at Crossing No. 8.
(Bart Township Statement 1, p. 13)

As a final note, the disposition of the Lamparter Road crossing without the requirement of a culvert is an integral part of the complex and delicate balance of interests that led to the Townships Stipulation. Clearly, Bart Township has, through its Petition and subsequent evidence in this proceeding, demonstrated the change in circumstances required by the Commission for the granting of petitions for reconsideration under 66 Pa. C.S. §703(g).²⁶

²⁴ 66 Pa. C.S. §703(g).

²⁵ FAST filed a response to Bart Township's Petition on May 26, 1995, 21 days after the filing of Bart Township's Petition and 11 days late. 52 Pa. Code §5.572.

²⁶See Phillip Duick et al. v. Pennsylvania Gas & Electric Company; 56 P.U.C. 553 (1982); AT&T v. Pa. PUC, 568 A.2d 1362 (Pa. Cmwlth. 1990).

Township B., pp. 20-22.

FAST opposed granting Bart Township's petition. It argued:

Bart has not shown the material changes of fact or law sufficient to justify vacating the Order approving the installation of a pedestrian culvert at Lamparter Road. (See 52 Pa. Code Section 5.571(b)). Bart states as justification for vacating the Order:

"At the time of 1993 Stipulation Bart Township and the other parties to the Stipulation, were under the factual impression that FAST would acquire the Enola Branch Line from Conrail and operate it as a recreational trail. ... Bart Township in entering into the earlier Stipulation, relied upon the representations of FAST that it

would be the recipient of the real property associated with this property."

(Bart Township Statement 1, at 10). The record throughout those proceedings reflects that the County, not FAST contemplated ownership of the line at the time period involved. The Stipulation to put in the culvert was signed March 5, 1993. In fact Lancaster County was negotiating with Conrail to acquire the line during March of 1993. (Conrail Statement 1, Answer to Question 2). The Commission in its discussion of the history of the case noted that FAST, as intervenor,

"identified itself as a "grass roots group of Lancaster County citizens organized to promote, publicize, assist, and encourage" the conversion of Conrail's Enola Branch line to a public recreational trail."

Tentative decision adopted June 10, 1997.) Bart's current intent to own the line does not negate the need to consider the proposed trail when reconfiguring this crossing. Nowhere has Bart submitted expert evidence to support Supervisor Marvin's personal opinion that excluding the pedestrian crossing and ramping of the fill could safely accommodate trail use at a constructed at-grade intersection with motor vehicles. (NT 623). Bart has not offered sufficient justification for vacating the prior Order and substituting the Township's Stipulation at paragraph 3.6 which makes no provision for trail/highway crossing.

FAST B., pp. 17-18.

Bart Township properly identified the source of the standard which it must meet to have its petition granted. In Quick v. Pennsylvania Gas and Water Company, 56 Pa. P.U.C. 553 (1982)

this Commission set forth the standard for granting a petition for reconsideration. The Commission stated:

What we expect to see raised in such petitions are new and novel arguments, not previously heard, or considerations which appear to have been overlooked or not addressed by the Commission. Absent such matters being presented, we consider it unlikely that a party will succeed in persuading us that our initial decision on a matter or issue was either unwise or in error.

Id. at 559. I find that Bart Township has met its burden. I was the presiding officer for the previous consolidated complaint cases from which the prior stipulation resulted. At that time Bart Township did not contemplate ownership of any portion of the line. The parties were operating under the theory that FAST was gathering the needed funding to buy the line and that the trail would be forthcoming in the near future. Subsequently, developments at the application docket demonstrated that the plan offered by FAST would not come to fruition. The two major changes are that Bart and the other Townships will acquire title and that several of the structures will be removed pursuant to the settlements. Thus, the "need" for a grade separated trail at this location (according to the FAST plan) has been substantially reduced. I hasten to add that the continued ownership of the line by the Townships will allow the preservation of the corridor for future development of the line into a trail. I also find it persuasive that the culvert installed at the adjacent crossing (Mount Pleasant Road) has

already become an attractive nuisance which in the absence of a bona fide trail has required Bart Township to install barricades. I accept the representations of the Bart witness that, in the event a trail is built on the line, the trail can be brought up to the road level using a twelve to one slope.

Finally, I note the testimony of the Bart Township witness about the condition of the bridge carrying the road over the former rail line. He stated:

The crossing structure at Crossing No. 7A is in unsatisfactory condition. In the opinion of Bart Township, the bridge is inadequate for vehicular traffic and must be replaced, repaired or closed. ... Bart Township feels very strongly that this bridge needs immediate attention, should be removed, and the roadway continued on fill.

Bart Township St. No. 1, p. 9. In view of this testimony, I find a critical portion of the settlement is lacking. There is no time limit on the Township to complete the work.

Accordingly, I find that the prior Commission order should be modified to accommodate the removal of the Lamparter Road structure and its replacement with fill as per the settlement. Conrail Ex. No. 6A, pp. 4-5, ¶3.6. Given the Township's evidence, I recommend that the project be completed within one year of the entry date of the Commission's final order.

d. Crossing No. 10

Crossing No. 10 is a masonry arch over S.R. 2015, Pumping Station Road. S.R. 2015 is a two (2) lane, 16' wide,

asphalt highway with an ADT of 238 vehicles. PennDOT St. No. 1, pp. 14-15. The minimum vertical clearance is 12' 4" at the edge of roadway. PennDOT St. No. 1, p. 19. The minimum required vertical clearance is 14' 6". PennDOT Ex. 2. Since the structure is a concrete arch, the structure cannot be raised to improve vertical clearance. Tr. 852. This crossing should be abolished with the structure removed in accordance with Conrail Exhibit 6B. Conrail Ex. No. 6B, p. 2. PennDOT will maintain the roadway. PennDOT St. No. 1, p. 20; Conrail Ex. No. 6B, p. 7.

FAST opposed the demolition of this historic stone arch structure because the solution gave no consideration to other alternatives, including regrading and lowering the roadway to increase underclearance. Again, FAST referred to Mr. Wilson's cost estimate to retain the bridge for trail use. FAST B., pp. 13-14.

Although the numbers change somewhat, my analysis of Mr. Wilson's cost estimate remains the same as above: He didn't provide enough specific information to know what the costs would be for retaining this particular bridge. In addition, I find a fundamental inconsistency with the FAST position: FAST accepts the fact that there is a vertical clearance problem. However, no FAST witness, and especially not Mr. Wilson, provided any information on the position FAST now advocates, i.e. detailed plans and cost estimates for alternatives. If FAST wished to present alternatives for the Commission's consideration, it had its opportunity to do so

at the hearings. Having failed to present that evidence, FAST cannot now complain that the Commission should consider alternatives which are not presented of record.

Based upon all of the evidence of record, I find that it would be in the public interest to abolish the crossing and order the structure removed.

e. Crossing No. 15

Crossing No. 15 involves a Township road, Oak Bottom Road, in Providence Township. The crossing consists of a stone arch and is to be removed by Conrail. Vertical clearance is only 11'8". Providence Twp. St. 1, p. 9; Conrail St. No. 1, Xing No. 15, ¶4. The record demonstrates that the bridge's inadequate vertical clearance prevents fire protection equipment from negotiating the opening. Providence Twp. St. 1, p. 10. This constriction places a nearby the residential community and its occupants in a precarious position in the event of a fire. Providence Twp. St. 1, p. 10. Mr. Duvall, the Providence witness, testified that there is a "definite need" for the removal of the Oak Bottom Road structure and that removal would "not interfere with the continuity of the trail because with the arch out the road could be filled in level and it would be at-grade of the rail, or very close." Tr. 660. FAST also acknowledged that the crossing must be modified to accommodate emergency vehicles. FAST Exhibit B, Master Park Plan, p. 35.

Furthermore, Mr. Duvall testified that the design of the Master Park Plan is unrealistic and impossible because the FAST design requires acquisition of private land and the filling in of a large stormwater detention facility. Tr. 661-62. Mr. Flink, the designer of the Master Park Plan, conceded that under the FAST Plan emergency vehicles would have to stop and unlock and remove barriers before entering the crossing. Tr. 441. Thus, while the parties to the settlements carefully have considered and evaluated the need for the crossing structure at Oak Bottom Road to be removed, FAST has suggested an "alternative" that would add precious minutes to emergency response time and would require condemnation of private land and the difficult task of reconfiguration or reconstruction of a stormwater detention pond.

Based upon all of the evidence of record, I find that it would be in the public interest to abolish the crossing and order the structure removed.

f. Crossing No. 16

Crossing 16 is a masonry arch over S.R. 0222, Beaver Valley Pike. S.R. 0222 is a two (2) lane, 24' wide, concrete paved highway with an ADT of 8,677 vehicles of which 8% are trucks. PennDOT St. No. 1, pp. 31-32. There is restricted horizontal and vertical clearance which warrant the removal of the structure in the interest of public safety. PennDOT St. No. 1, pp. 33-34. This crossing should be abolished with the structure

removed in accordance with Conrail Exhibit 6B. Conrail Ex. No. 6B, p. 3; PennDOT St. No. 1, p. 34. No other alternatives were offered to address the clearance restrictions. Since the structure is a concrete arch, the structure cannot be raised to improve vertical clearance. Tr. 852. PennDOT will maintain the roadway. PennDOT St. No. 1, p. 35; Conrail Ex. No. 6B, p. 7.

Even though the Master Park Plan offered by FAST as Flink Exhibit B contemplates the removal of this structure, FAST opposed this portion of the settlement because the parties failed to provide for a pedestrian bridge to move trail users safely across this busy highway. FAST pointed out that it had already procured funding to build the proposed pedestrian bridge. FAST B., pp. 15-16.

There are three responses to the FAST objection. First, assuming that a trail is eventually constructed, nothing in the settlements precludes the installation of a pedestrian bridge after the crossing is abolished. Second, the conduits for the funding procured by FAST (i.e. PennDOT and Lancaster County) should continue to have the option to fund a pedestrian bridge with or without FAST's participation. Third, I find it very persuasive that FAST's own plan designated this structure for removal. Under these circumstances, I see no need to burden any party with the responsibility of constructing a pedestrian bridge at this location at this time.

Based upon all of the evidence, I find it in the public interest to abolish the crossing and order the structure removed.

g. Crossing No. 17

As to Crossing No. 17, Fairview Road, a state road, it appears that all parties acknowledge that this bridge ought to be removed due to its poor condition and the need for a realignment of the roadway. FAST Ex. B, Master Park Plan, p. 34; Staff St. No. 1, pp. 52, 53; Conrail Ex. No. 6B, p. 5; Conrail Ex. No. 1, Xing No. 17, ¶¶ 4,7.

While I agree with the parties that this structure should be removed, I note there is a critical flaw in the settlements and comments of the parties. This crossing is not safe. The PennDOT witness testified as follows:

The crossing is not adequate to accommodate the highway traffic. S.R. 3016 at the subject crossing passes over the railroad on a pony truss which provides 19.0 feet clear between the curb lines. Each highway approach has a sharp horizontal curve at the end of the subject bridge. The vertical alignment on each highway approach is also ascending rapidly toward the bridge. Both the horizontal and vertical alignments are very poor and dangerous for vehicular traffic. There is no load restriction posted at the bridge. The Department's opinion is that the sight distances are not adequate for either the horizontal or vertical alignments. The Department agrees to remove the existing structure and to realign the highway at its sole cost and expense, in accordance with Conrail Exhibit [6B]. The estimated cost to do the work is \$750,000.00.

PennDOT St. No. 1, pp. 38-39. Given this description there can be no doubt that the bridge must be removed. However, the crucial missing factor is the time frame. There are some mitigating factors. First, PennDOT has agreed to maintain the structure. Second, the bridge has no posted load limit. Third, there have no reported accidents at the bridge, yet.

Taking these factors into consideration, I have two recommendations: First, PennDOT be required to review the warning signs on the approaches to the bridge and, based on that review, immediately supplement those signs with whatever signs and pavement markings (in accordance with current PennDOT standards) are needed to warn approaching vehicles of the danger. This task should be completed within thirty days of entry of the Commission's final order in this case. Second, the removal of the bridge should be completed within two years of the entry of the Commission's final order.

Based upon all of the evidence, I find it in the public interest to abolish the crossing and order the structure removed.

h. Crossing No. 21

Crossing No. 21, Hollow Road (West), involves a Providence Township roadway. This stone arch bridge carried the railroad over the roadway and is to be removed according to the Townships settlement by Conrail for safety reasons within one year. Conrail Ex. No. 6A, p. 8, ¶6.10 and p. 13, ¶10.4; Providence Twp.

St. 1, p. 20; Staff St. No. 1, pp. 62-63. As Mr. Duvall noted in his testimony, there are serious concerns regarding restricted sight distance and the inability of school buses to negotiate Crossing No. 21 safely. Providence Twp. St. 1, p. 20. Large transport vehicles, such as fuel trucks and milk delivery trucks, are similarly unable to negotiate the crossing safely because of restricted sight distance. Providence Twp. St. 1, p. 21. Providence Township suggests that it will be possible to construct a safe at-grade crossing in the event of future trail use. See, FAST Ex. B, Master Park Plan, p. 37 - design detail for typical at-grade intersections, which would be feasible for Crossing No. 21.

FAST opposed the removal of this structure and argued as follows:

At Hollow Road, Providence Township, crossing No. 21, a stone-arch historic bridge, in good condition and able to function indefinitely (Conrail Statement Answer to Question 7) the Stipulation proposes to demolish the bridge, realign the road and slope embankments 2:1. Consistent with FAST bridge improvement summary (Master Park Plan; Wilson Exhibit B), a better solution to save the historic bridge and safely accommodate public use would be to realign the road as proposed, regrade and lower the roadway, place appropriate signage (for example, Yield to on-coming traffic or a stop sign), and keep the bridge.

FAST B., pp. 12-13.

First, I note that FAST did not provide any record citations for the suggestions made in its brief. Even if it had,

the position would be of no avail. Mr. Duvall, the Providence Township witness, testified that school buses have no sight clearance to enter under the bridge and must travel through the center of the arch. Tr. 660. In other words, the bus must straddle the centerline to pass under the arch. Under these circumstances no realignment of the roadway will cure the centerline problem. I find that the removal of the arch will eliminate the vertical clearance problem and allow for easier unrestricted alignment of the road in the future. Based upon all of the evidence, I find it in the public interest to abolish the crossing and order the structure removed.

i. Crossing No. 26

Crossing No. 26, Sigman Road, a township road in Providence Township, involves a below-grade crossing with a steel girder bridge carrying the railroad over the highway. Conrail will demolish this crossing structure within one year of the entry of a final Commission Order. Providence Twp. St. 1, p. 29; Conrail Ex. No. 6A, p. 9, ¶6.15 and p. 13, ¶10.4. The vertical clearance at this structure is only 11'3" and clearly inadequate. Providence Twp. St. 1, p. 28; Conrail St. No. 1, Xing No. 26, ¶¶4,7; Staff St. No. 1, p. 72. As with Crossing No. 21, an at-grade crossing could be established to allow for future trail use. FAST Ex. B, Master Park Plan, p. 37.

FAST opposed the removal of this bridge as follows:

In contrast, the steel girder bridge at Sigman Road, Providence Township, crossing No. 26 is 11'3" vertical clearance, and Conrail asserts although the bridge is somewhat deteriorated, it is satisfactory for non-rail use. (Answer to question 7, Crossing No. 26). Nevertheless, without any consideration of alternatives like jacking the bridge, or piping the stream to improve clearances, Conrail will demolish this usable structure. FAST proposed to upgrading of the structure and crossing area for public use. (FAST Exhibit B, Master Park Plan).

FAST B., p. 12.

Although there is some discrepancy in the descriptions of the bridge, no one calls it good. FAST's evidence is inconsistent. In the Master Park Plan it is rated "marginal". FAST Ex. B, p. 9, Table 2. FAST's engineer rated the bridge "poor". Wilson Ex. B, Bridge Inventory - 14 Bridges I note that FAST is again recommending jacking to improve the vertical clearance problem. Unfortunately, its recommendation is subject to the same flaws as I noted for the same suggestion for Crossing No. 4 above. Its cost estimates are incomplete. Further, and as noted above, its bridge engineer recommends comparing replacement costs to rehabilitation costs when jacking is involved. Wilson Ex. B, Opinion Of Probable Cost Summary. On the other hand, I have three witnesses (Conrail, Providence Township and Staff) who are recommending removal. Under these circumstances and based upon all of the evidence, I find it in the public interest to abolish the crossing and order the structure removed.

j. Crossing No. 27

Crossing No. 27 is a masonry arch over S.R. 0324, Marticville Road. S.R. 0324 is a two (2) lane, 18' wide, asphalt paved highway with an ADT of 2052 vehicles of which 9% are trucks. PennDOT St. No. 1, pp. 61-63. This crossing is not adequate to safely accommodate traffic due to restricted horizontal and vertical clearances. PennDOT St. No. 1, p. 64. Conrail St. No. 1, Xing No. 27, ¶4. Martic Township, Lancaster County and PennDOT are working together on a realignment project at this crossing. Ms. Palmoski testified at length concerning Lancaster County's support (including financial support) for the reconstruction of an at-grade crossing at Crossing No. 27 in order to accomplish a badly needed realignment of the roadway. Tr. 566-570. The settlements also provide that the structure will be removed to improve safety at the intersection if the realignment is not possible within two (2) years after entry of a final order approving the Townships settlement. Conrail Ex. No. 6A, pp. 9-10 ¶7.3 and Conrail Ex. No. 6B, p. 3. In such case, Martic Township agreed to remove the structure within one (1) year of notice by PennDOT that the realignment will not happen. Conrail Ex. No. 6A, pp. 9-10 ¶7.3. If the roadway at Crossing No. 27 is realigned, even FAST acknowledges that an at-grade crossing would be recommended for any future trail use. FAST Ex. B, Master Park Plan, Summary Matrix: Bridge Inventory, Table 2, M.P. 23.04. In the event of roadway

realignment, there will be no financial incentive for Martic Township to remove the former stone arch crossing structure, as it will no longer be used by vehicular traffic. Martic Twp. St. 1, p. 4. The terms of the settlement give Martic Township the maintenance responsibility for the structure while the decisional process is being completed. PennDOT will retain maintenance responsibility for the roadway. Conrail Ex. No. 6A, pp. 9-10 ¶7.3.

FAST was not content with the settlement terms for this crossing either. It argued as follows:

At Route 324 in Martic Township, Crossing No. 27, the consensus, including FAST, was that road alignment and poor sight distance present safety problems. PADOT, Conrail the Townships, FAST and the County have all proposed the preferable solution of creating an at-grade crossing by realigning the road east of the crossing structure to alleviate these safety problems. The proposal in the Stipulations is very speculative. (Paragraph 7.3) Site condition improvements will hinge solely on future funding for the project, which is extremely uncertain according to the Stipulation. The Commission is asked to give up jurisdiction having no definite future configuration of this crossing. If funding for realignment does not come through, the fallback plan totally disregards the safety of future trail users who would have to cross at-grade over a sharp turn with minimal sight distance. FAST has offered a solution that would provide for retention of this historic structure, assurance of safety for the motoring public and future trail users, and reuse of the bridge. See drawing at Master Park Plan, Fast Exhibit B, page 33). The Commission could be assured of a safe configuration of this crossing by ordering PADOT to realign the road with retention of the bridge, as part of its Order in this case. Lancaster County has

offered to contribute funding toward
realignment (NT 566-571).

FAST B., pp. 14-15.

I agree with FAST in part. The events which trigger the demolition of the bridge are not well defined. Based upon the evidence, I find it to be in the public interest to abolish the crossing with the removal of the structure and consistent with the terms of the settlements. More specifically, I recommend that Martic Township be required to remove the structure within three years of entry of a final Commission order, unless a contract for the realignment of S.R. 0324 has been let by PennDOT within two years of the entry of the final order. With this refinement Martic Township should understand that the bridge must be removed by a date certain. Martic's responsibility will not be obviated unless PennDOT acts within the two years limit.

One final note, I cannot accept FAST's speculation about the possible sight distance problem for a trail user on a trail which has not been built. Obviously, FAST's trail design for this crossing cannot be determinative. When and if a trail is built, the crossing configuration can be designed to accommodate a safe crossing.

3. Crossing Structures To Remain In Place

The settlements allow the remaining crossing structures to stay in place, designate the party(ies) responsible for

maintenance and set forth the prior Commission Orders which determined maintenance, when applicable.

a. Crossings Subject To Prior Orders

The following chart sets forth all of the remaining crossings which are subject to prior orders.

TABLE NO. 1

Crossing Number	Stipulation Page No.	Street Name	Municipality	Commission Docket and Entry Date
7	Conrail 6A, p. 4, ¶ 3.5	Georgetown Road SR 0896	Bart	A-00105671 May 16, 1990
8	Conrail 6A, p. 5, ¶ 3.7	Hollow Road	Bart	C-00913225 June 25, 1992
11	Conrail 6A, p. 5, ¶ 4.5	Hess Road	Eden	A-00107709 Dec. 28, 1987 A-00111016 March 7, 1995
12	Conrail 6A, p. 6, ¶ 5.3 Conrail 6B, p. 6, ¶ (a)	State Street SR 0372	Quarryville	A-00104032 June 21, 1990
18	Conrail 6A, p. 7, ¶ 6.7 Conrail 6B, p. 6, ¶ (b)	Cinder Road SR 3015	Providence	A-00104797 Sept. 8, 1988
19	Conrail 6A, pp. 7, ¶ 6.8 Conrail 6B, p. 6, ¶ (c)	Truce Road (formerly Rawlinsville Road) SR 3018	Providence	A-00104797 Sept. 8, 1988
20	Conrail 6A, p. 8, ¶ 6.9	Hollow Road (East) (formerly Sawmill Road)	Providence	I-00870050 Sept. 30, 1991
22	Conrail 6A, p. 8, ¶ 6.11	Sawmill Road	Providence	I-00870048 April 29, 1992
23	Conrail 6A, p. 8, ¶ 6.12	U.S. Rt. 272 Northbound	Providence	A-00080721 July 26, 1954 A-00094447 Nov. 18, 1968
24	Conrail 6A, p. 8, ¶ 6.13	U.S. Rt. 272 Southbound	Providence	A-00080721 July 26, 1954 A-00094447 Nov. 18, 1968
25	Conrail 6A, p. 9, ¶ 6.14 Conrail 6B, p. 7	Rawlinsville Road SR 3009	Providence	A-00105510 Jan. 3, 1985 A-00111016 March 7, 1995

29	Conrail 6A, p. 11, ¶ 9.3	Colemanville Road	Conestoga	C-00860598 May 23, 1990 A-00111016 March 7, 1995
30	Conrail 6A, p. 11, ¶ 9.4	River Hill Road	Conestoga	C-00860598 May 23, 1990 A-00111016 March 7, 1995

Four of the crossings (11, 25, 29 and 30) have already been abolished by this Commission's Order at Docket Number A-00111016, entered March 7, 1995. Therefore, no further action will be needed. Conrail Ex. No. 6A, pp. 5,9 and 11 ¶¶ 4.5, 6.14, 9.3 and 9.4.

The settlements modify the remaining above listed orders where needed. More specifically, at Crossings Nos. 12, 18 and 19, PennDOT had shared maintenance responsibilities with Conrail by virtue of the prior orders. The settlements now call for PennDOT to assume maintenance responsibility for Conrail's portion. Conrail Ex. No. 6B, pp. 6-7, ¶¶ (a)-(c). In addition, PennDOT has agreed to assume maintenance responsibility for the roadway structure at Crossing No. 7, Georgetown Road, S.R. 0896, Bart Township. Conrail Ex. No. 6B, p. 7. All of these crossings involve state roads.

There is no objection to the abolition of Crossing No. 7 with the structure in place. I agree with the settlements and recommend abolition of the crossing.

Before Crossings Nos. 18 and 19 can be recommended for abolition, the maintenance duties must be clarified. Both bridges

were recently rebuilt, and their respective roadways were turned back to Providence Township. In fact, the state highway portion of each roadway is limited to the bridges only. The approaches are currently township roads. Exclusive of snow removal activities, PennDOT and Conrail shared maintenance responsibilities for the bridges. Providence Township was responsible for snow removal activities and the approaches. PennDOT St. No. 1, pp. 41-50. PennDOT Ex. No. 6, Commission Order, entered September 8, 1988, at Docket No. A-00104797, pp. 2-3. My reading of the settlements is that the only change will be that PennDOT will now assume all of the duties and responsibilities which had been charged to Conrail by the former Commission Order. Notwithstanding settlement language which could be construed to the contrary, Providence Township will continue to be responsible for all snow removal activities and maintenance of the approaches to the structures. See, Conrail Ex. No. 6A, pp. 7-8, ¶¶ 6.7 and 6.8. With these clarifications, I recommend that Crossings Nos. 18 and 19 be abolished with the structures in place.

Before Crossing No. 12 can be recommended for abolition, certain arguments will be reviewed in more detail below.

With respect to Bart Township, I note that Crossing No. 8, Hollow Road was abolished by the prior Commission Order, at Docket Number C-00913225, entered June 25, 1992. Therefore, no further action will be needed. Conrail Ex. No. 6A, p. 5, ¶ 3.7.

With respect to Providence Township, it has agreed to take total responsibility for the structures and roadways at Crossings Nos. 20 and 22. Conrail Ex. No. 6A, p. 8, ¶¶ 6.9 and 6.11. There is no objection to these sections of the settlements. I agree and recommend that Crossing Nos. 20 and 22 can be abolished with the structures in place.

Although PennDOT will be responsible for maintenance of the roadway and some currently needed maintenance of the structures, Providence Township has agreed to be responsible for the continued maintenance of the structures at Crossings Nos. 23 and 24, U.S. Route 272, northbound and southbound. Conrail Ex. No. 6A, pp. 8-9, ¶¶ 6.12 and 6.13. Before these crossings can be recommended for abolition, certain arguments will be reviewed in more detail below.

b. Rail Line Crossings Above The Roadway

Crossings Nos. 1, 3, 5, 6, 9, 13, 14, 23, 24, 28 and 31 all involve structures carrying the former rail line over the roadway. The settlements do not require the removal of any of these structures.

The Staff disagreed with the disposition of these crossings and argued as follows:

However, the Bureau disagrees with the stipulation's proposed disposition of the remaining rail structures over the highway and believes that the remainder of these structures should be removed as well. As set forth in the Bureau's testimony and exhibits, there are numerous deficiencies at these

crossings with regard to roadway width, shoulder width, sight distance, vertical and horizontal clearance and horizontal curvature. The only permanent way to eliminate these problems is removing the structures so that roadway improvements can be made at each of these crossings.

Staff B., pp. 27-28. The Staff contended 1) that the potential for converting this line to a trail was speculative, 2) that removal of these structures was not incompatible with the possibility of the construction of a trail in the future, 3) that the settlements were really economic decisions which failed to consider crossing safety and 4) that failure to remove the structures only deferred their eventual removal. Staff B., pp. 28-30.

FAST agreed with the Staff on Crossing No. 9:

With regard to bridges to be demolished, the decisions offered in the Stipulations are arbitrary, and moreover, the record does not show any real consideration of alternatives to demolition. For example, Bushong Road in Eden Township, Crossing No. 9 has a vertical clearance from the roadway to the bottom of the girders of only 10'8"; Conrail states "it may be that this bridge should be raised to a vertical clearance to better accommodate local traffic" but "proposes no work to be done to this structure to provide for a safe highway." (Conrail Statement 1, Answer to Question 7.) This bridge is in poor condition (Master Park Plan, Exhibit B, page 36). FAST's Master Park Plan proposes removing this bridge and creating an at-grade crossing (Id). Township intends to keep this bridge according to the Township Stipulation, but Eden has submitted nothing into the record showing current condition of the bridge or intended improvements at the crossing.

FAST B., p. 12.

I agree with FAST and Staff in part. The following table presents the minimum vertical clearances (roadway to bottom of bridge) for four of the crossings.

TABLE NO. 2

Crossing Number	Street Name	Minimum Vertical Clearance	Source
3	Brick Mill Road	11'0"	Conrail St. No. 1, Xing 3, ¶4
5	Quaker Church Road	13'1"	Conrail St. No. 1, Xing 5, ¶4
6	Vintage Road	14'0"	Conrail St. No. 1, Xing 6 ¶4
9	Bushong Road	10'8"	Conrail St. No. 1, Xing 9 ¶4

PennDOT provided evidence that the standard minimum vertical clearance for local roads was 14 feet 6 inches. PennDOT Ex. No. 2. Obviously, none of these crossings meets the standard. Further, photos of these crossing show absolutely no warning signs for any of the clearance problems. Staff Ex. Nos. 6, 7, 10, 11, 12, 15 and 16. Accordingly, the Townships will be required to post appropriate clearance warning signs in advance of and on each structure within thirty days of the entry of the final Commission order.

Crossing No. 31 presents a slightly different problem. The stone arch vertical clearance exceeds the standard. However, the horizontal clearance is barely sufficient to allow two cars to

pass. This condition is aggravated by the overall length of the structure and the near 90 degree turn on one approach. Staff Ex. No. 50. In other words, oncoming vehicles cannot be seen until both vehicles are in the arch. There are some mitigating factors: The road is lightly traveled (less than 50 vehicles per day) and only used in the warmer months. After the road leaves the crossing, it dead ends at a flower garden. There are no homes or businesses to be served. However, the low traffic volume doesn't excuse the poor sight distances. Given the low traffic volume and the structure's stability, I recommend that the Conestoga Township be required to post appropriate warning signs on the approaches and at the entrances to the structure within thirty days of the entry of the final Commission Order.

I cannot recommend the demolition of all of the crossings which carried the former rail line over the roadway. Contrary to Staff's assertion, I find that there is some potential for a trail on this line. While the safety of the public at the crossing is paramount, the mere existence of a bridge (which has a finite life span) at the crossing does not make the crossing dangerous or require its removal. The Staff position is unnecessarily restricted to defining "public" as the motoring public. In this case particularly (and as will be set forth in more detail below) the Commission is required to give some consideration to the potential for trail development. Bridge

retention is one factor in trail planning and contributes to the safety of the trail user (i.e. the pedestrian public) at roadway intersections. If, while a trail is being developed, a bridge becomes dangerous, the settlements give the Townships and PennDOT the flexibility to remove them. PennDOT and the Townships are entitled to the assumption that they will act rationally and in the public interest after the crossings are abolished. Accordingly, I cannot support the Staff's per se demolition rule.

With respect to FAST's concern about Crossing No. 9, I find that Bushong Road does not provide critical access to any given area. More specifically, my examination of the maps of record indicate that there are alternative roads which serve the same area as is served by Bushong Road. Conrail Ex. No. 4A. PennDOT Ex. No. 1. There is no testimony which requires bridge demolition to allow the passage of school buses, emergency vehicles or large delivery vehicles, as there was with other crossings. Vertical clearance is a problem. However, compliance with the direction to post appropriate warning signs is sufficient to protect the public at the crossing.

With respect to Crossings Nos. 1 and 14, I note that PennDOT has agreed to perform certain inspections and safety upgrade activities, if needed. Conrail Ex. No. 6A, p. 4, ¶¶ (a) and (b). There is no time limit specified in the settlement in which to finish these tasks. Based on the description of the work,

I recommend that the tasks be completed within one year of the entry of the Commission's final order.

With respect to Crossings Nos. 23 and 24, I note that the settlements do not specify a completion date for the work PennDOT has agreed to do. At each crossing, PennDOT has agreed to complete specific safety work and provided cost estimates, as well. Based on the description of the work and the size of the estimates, I recommend that the work be completed within one year of the entry date of the Commission's final order.

There is one final note of clarification which must be added about Crossing No. 23. Both of the settlements specify that neither Conrail nor PennDOT shall have any further responsibility for sidewalk maintenance. Conrail Ex. 6A, p. 8, ¶ 6.12. Conrail Ex. No. 6B, p. 5, ¶ (e). Only PennDOT's testimony explains what will occur: As part of PennDOT's proposed \$280,000.00 rehabilitation and safety related modifications of the crossing, it will replace the curbs and sidewalks with paved shoulders. PennDOT St. No. 1, p. 55. No party has objected to PennDOT's proposal. I agree and recommend that upon removal of the sidewalk there will be no need for further maintenance responsibility.

Subject to the conditions specified in the above discussion, I recommend that Crossing Nos. 1, 3, 5, 6, 9, 13, 14, 23, 24 and 31 be abolished with the structures in place and

maintenance responsibilities be apportioned as set forth in the settlements.

c. Martic Forge Trestle

The Martic Forge Trestle (Crossing No. 28) is a huge bridge which carried the former rail line over River Road in Conestoga Township, Pequea Creek and Trolley Road (a private road) in Martic Township. The bridge is a 518 foot long, 11-span, steel girder bridge which was last rehabilitated in 1946. The bridge also supports two Amtrak high voltage transmission line structures. Conrail St. No. 1, Xing 28, ¶4.

The settlement gives Martic and Conestoga Townships joint maintenance responsibility for the bridge. Conestoga retains responsibility for River Road. In addition, Conrail has agreed to pay the two Townships \$450,000.00 and to remove the high voltage lines from the bridge and relocate the line crossing Pequea Creek in a manner satisfactory to Amtrak. Conrail Ex. No. 6A, p. 10, ¶8.

The Townships argued in favor of this settlement provision, as follows:

Martic and Conestoga Townships have enacted an Intermunicipal Agreement for the purpose of sharing maintenance responsibility of the Martic Forge Trestle into the future. (Exhibit TWP 8) While the immediate goals of Martic and Conestoga Townships will be merely to preserve the Trestle, allowing the structure to remain at this time will provide for the possibility of future preservation responses and/or trail use. For this reason and others, Martic and Conestoga Townships have undertaken the sizable obligation to care

for and maintain the Martic Forge Trestle.
(Townships Stipulation ¶8.1)

Townships B., p. 15.

FAST was not pleased with this provision and argued:

The Stipulation giving responsibility for the 130 foot high, 600-foot long Martic Forge bridge to the Townships contains no repair, rehabilitation, maintenance or inspection plans for this structure . The only work intended is to fence off the structure. Supervisor Wiker of Conestoga offered no engineering studies, no plans for repair or rehabilitation, no current information concerning public safety at the crossing, no cost estimates of future maintenance, and no emergency procedures should an emergency arise. He offered no justification for keeping the bridge, except that he did not want "someone else to control property within the Township" and the "major consideration" of money from Conrail - Conestoga and Martic Township to share in \$450,000 (NT 692). Mr. Wiker admitted this is a big responsibility for township taxpayers (NT 692). As with the other bridges, the Townships are free to demolish this bridge immediately after the conditions in the stipulation have been met, without regard for the historic value and trail use. FAST has submitted plans for restoration of the bridge to make it safe for public use (Master Park Plan, FAST Exhibit B, 10 and 23; Wilson-B). Flink stated he has seen other structures of comparable size incorporated into a trail (FAST Statement 2, at 7). PHMC has awarded a grant of \$100,000 toward the Martic-Forge rehabilitation which remains available. The County has also offered funding for this project (NT 566-567).

FAST B., pp. 16-17.

I agree with the Townships. FAST's argument ignores the contents of the Agreement between Martic and Conestoga Townships in

which they agree to "be equally responsible for the maintenance, repair and removal of the Trestle and all costs and expenses related thereto." Ex. TWP 8, p. 2, ¶ 1. The agreement is fully executed by both municipalities and is strong evidence of their commitment to the responsibilities set forth in their agreement with Conrail. Conrail Ex. 6A, p. 10, ¶ 8. Contrary to FAST's assertions and given the preliminary stages of trail development which are reported in this record, the Townships are not required to have a "plan" for the preservation of this bridge. Accordingly, I recommend that this portion of the settlement be approved and the crossing be abolished with the structure in place.

d. Maintenance Versus Demolition

As noted earlier, the settlements set forth with some specificity which bridges will be demolished and what parties are responsible for the maintenance of those bridges which are retained. Included in stipulation with the Townships is the following paragraph:

12.5 The term "maintain" as used in this Stipulation, also includes, at the election of the party having the responsibility to maintain any structure, removal of that structure.

Conrail 6A, p. 14.

FAST found this provision unacceptable. It argued:

It is undisputed that all of the bridges are at risk of demolition under Paragraph 12.5 of the Township Stipulation, providing that "maintain" can be read to mean removal of any bridge at the option of a Township after a

final Order of the Commission. Conrail interprets this vaguely to mean "if maintenance can no longer be performed" (NT 511). The two Townships taking the Martic Forge bridge interpret this clause to permit demolition if necessary and "desirable" (Township 8, Martic Ordinance at Section 5 (c). The record does not state under what circumstances these two townships would find removal desirable. Given the historic and recreational value of this bridge, plus the size of the undertaking involved to remove it, this lack of definition is cause for concern. Read together with Supervisor Wiker's lack of plans for the structure, the Commission actually has before it no adequate proposal for this structure from Conrail and the Townships.

FAST B., p. 16.

The Townships did not agree with FAST's concerns. They argued:

FAST has made much of Paragraph 12.5 of the Townships Stipulation, which includes "demolition" within the ambit of "maintenance." As Mr. Marvin so eloquently explained, this explicit provision is necessary to allow the Townships the option to make decisions with due regard to fiscal constraints.²⁰ (N.T. 632-33) Obviously, the existence of other funds, such as grants from the Pennsylvania Historical and Museum Commission ("PHMC"); the Department of Conservation and Natural Resources ("DCNR"); and the County of Lancaster, together with the potential applicability of the ISTEPA program, may work to provide funding sufficient to rehabilitate and improve Martic Forge Trestle to the point where it could be made safe for pedestrian travel. It should be noted, however, that while FAST spends much time objecting to the discretion reserved by the municipalities with respect to this major assumption of potential financial responsibility, FAST has no funds available

itself to rehabilitate the structure.
(Exhibit TWP 10)

²⁰With respect to Paragraph 12.5 of the Townships Stipulation, it should be noted that, even in the absence of that language, where a Township agrees to maintain a crossing structure, or is ordered to do so by the PUC, upon abolition of that crossing the Commission relinquishes jurisdiction. It is thus questionable whether any order of the Commission lawfully could require a Township to maintain (as opposed to demolish if necessary) any crossing structure in perpetuity.

Township B., pp. 15-16.

FAST's position is undermined by the evidence produced from its own bridge engineer, Mr. Wilson. Mr. Wilson recognized that "[a] well run regular maintenance program may forestall ... replacements indefinitely." Wilson Ex. B, Future Rehabilitation & Replacements. He continued, "Generally, the following life cycle can be assumed for bridge structures involved in this trail." Id. He then projected 50 years for steel superstructures, including the Martic Forge Trestle and 100 years for stone arch structures and steel super- and substructures. He suggested that some of the bridges could last longer. Id. In view of the facts that all of the bridges were built just after the turn of the century and that the Martic Forge Trestle was last rehabilitated in 1946, I find it safe to say that these bridges are nearing the end of their life cycles according to Mr. Wilson's criteria. Accordingly, I have concluded that the inclusion of demolition within the ambit of

maintenance to be well founded and in the public interest. FAST's concern is simply misplaced.

e. Providence Township and Property In Quarryville Borough

Part of the Enola Line passes through Quarryville Borough. Since Quarryville chose not to participate in the settlements, Providence Township will be given title to the line within the Borough and will assume responsibility for the Borough crossings, as well. Conrail Ex. No. 6A, pp. 5-6, ¶ 5. The Townships explained the basis for Providence Township's legal authority as follows:

The Townships Stipulation calls for Conrail to convey the Enola Branch Line real property within Quarryville Borough to Providence Township. Providence Township also will take responsibility for crossing structures within the Borough of Quarryville.¹⁴ As Mr. Duvall indicated in his testimony, the Borough of Quarryville originally was a participant in negotiations leading toward the Stipulation. (N.T. 668) Quarryville voluntarily retired from the negotiations and participated no further. (N.T. 668) As is evident from Exhibit TWP 12, Providence Township has given Quarryville notice and an opportunity to participate in the settlement. Providence Township has not received any written request by Quarryville Borough to become part of the settlement. (N.T. 671)

The powers and duties of townships of the second class are governed by the Second Class Township Code¹⁵ (the "Township Code"). The Township Code applies "to all townships of the second class as now exist or those created, established or re-established after this act takes effect."¹⁶ Article VII of the Township Code sets forth the general powers of second class townships. With respect to the

ownership and disposition of real property by a township, the Township Code provides that any township of the second class may:

purchase, acquire by gift or otherwise, hold, lease, let and convey, by sale or lease, any real and personal property it judges to be to the best interest of the township.¹⁷

The language of Section 66502 does not distinguish between property located within the township and property located outside the township. This provision requires only that the acquisition of the property be "to the best interest of the township." Obviously, it would have been easy for the Legislature to prohibit townships of the second class from acquiring property outside of their own municipal boundaries, had it so intended.

Specifically, Section 66917 of the Code provides that "[t]he township supervisors hereby are authorized, on behalf of the township, to accept the title to lands which may be donated to the township for any of the purposes mentioned in this article"¹⁸

Exhibit TWP 14 is a copy of the Resolution passed on May 6, 1996 by the Providence Township Board of Supervisors stating its view that the acceptance of property in Quarryville Borough is to the best interest of Providence Township. According to the authorities cited above, Providence Township may accept title to land conveyed by Conrail to Providence Township, even where that land lies within the municipal boundaries of the Borough of Quarryville. There being no statutory impediment to the conveyance or the Townships Stipulation, the Townships Stipulation should be approved. It should be noted that Quarryville Borough has been given notice and an opportunity to object and that Quarryville Borough did not appear or otherwise object to the conveyance by Conrail to Providence Township. (Exhibit TWP 12; N.T. 668; Providence Twp. St. 1, p. 2)

¹⁴ Crossings 13 and 14, Townships Stipulation, Section 5.

¹⁵ 53 Pa. C.S. §65101, et seq.

¹⁶ 53 Pa. C.S. §66502

¹⁷ 53 Pa. C.S. §65701.

¹⁸ 53 Pa. C.S. §66917.

Townships B., pp. 8-10.

FAST criticized Providence for failing to justify its actions in the following manner:

Providence is also taking over the bridges within neighboring Quarryville Borough (NT 646). Clearly, Providence did not seek any such data from Quarryville (NT 646-652). Providence gave no information to answer the Commission questions about condition, traffic, or work needed at the Quarryville crossings Numbers 13 and 14 where it proposes to take over maintenance responsibility for bridges (Prov. Statement 1.)

FAST B., pp. 10-11. (FAST's comments should be set in the context of criticizing the settlements for failure to protect public safety at the crossings.)

In rejecting the FAST position, I note first that there are only three crossings (12, 13, and 14) in Quarryville. None of the crossings will be removed. At Crossing No. 12 (State Street) the structure and road will become PennDOT's responsibility. Conrail Ex. 6A, p. 6, ¶5.3. The evidence of record indicates that the bridge was constructed pursuant to Commission Order, entered February 23, 1987, at Docket No. A-00104032, and is in adequate

condition. Conrail St. 1, Xing 12, ¶¶ 4, 7. Crossing No. 13 is a steel girder bridge which carried the former rail line over Lime Street. The minimum clearance exceeds the PennDOT standards. No additional work is recommended to protect the public. The bridge is reusable for trail purposes. Conrail St. 1, Xing 13, ¶¶ 4, 7. PennDOT Ex. No. 2. The bridge will become the responsibility of Providence Township. Conrail Ex. 6A, p. 6, ¶5.4. Crossing No. 14 is a ribbed stone arched culvert which carried the former rail line over Church Street (a state highway). The minimum vertical clearance exceeds the PennDOT standards. No additional work is recommended to protect the public. The bridge is reusable for trail purposes. Conrail St. 1, Xing 14, ¶¶ 4, 7. PennDOT Ex. No. 2. The bridge will become the responsibility of Providence Township and the roadway will remain PennDOT's responsibility. Conrail Ex. 6A, p. 6, ¶5.5.

Under these circumstances, I find more than sufficient evidence of record to support the conclusion that the settlements adequately protect the public safety at the crossings in question. In addition, I agree with the legal authorities cited by Providence which authorize Providence to take ownership of the line in Quarryville and recommend adoption of that portion of the settlement.

f. Conestoga Township Subdivision

In all of the other townships Conrail could limit its description of the land being transferred to the Enola Line. However, in Conestoga Township the Enola Line ended with a section which was parallel and adjacent to the Conrail Port Road, an active rail line. In order to fully divest itself of the Enola Line in favor of the Township, Conrail will be required to formally subdivide its property in accordance with Lancaster County's subdivision requirements. To this end, Conrail prepared a plan and boundary description as a late filed exhibit. The plan was prepared with the knowledge that technical changes could be needed to meet the Lancaster County requirements. No party objected to this portion of the agreement. The plan will be accepted into the record to demonstrate compliance with the settlement and subject to the further actions of Lancaster County.

g. Fixed Utility Facilities

(1) Amtrak

The National Railroad Passenger Corporation (Amtrak) was a party to these proceedings, also. Its interest in these proceedings stemmed from its easement which carried its electric power transmission facilities along the Enola Line. These transmission lines provide power to Amtrak's Northeast Corridor operation between Washington, D.C. and Philadelphia, Pennsylvania, and between Philadelphia, Pennsylvania and Harrisburg,

Pennsylvania. In some cases, the poles for these transmission lines were at or near the crossings. In addition, Amtrak's easement gave it access to the right-of-way to repair and maintain its facilities. Amtrak agreed to maintain its own facilities. However, consistent with its understanding of its exemption from an assessment of costs, Amtrak would not agree to perform and/or assume any costs of altering its own facilities. Amtrak St. No. 1, pp. 2-5.

The parties to the settlements recognized Amtrak's position and uniformly agreed to pay for any needed relocation of Amtrak's facilities. Those costs were generally assumed by the party responsible for doing the physical work at the crossing. Access was preserved for Amtrak, too. Conrail Ex. No. 6A, passim.

(2) PP&L

Pennsylvania Power and Light Company (PP&L) presented evidence that its facilities were located at two crossings (16 and 27). PP&L's witness agreed to relocate those facilities, if needed, at the PP&L's own expense. Testimony of Sarah A. McGill, pp. 2-4. However, the settlement with the Townships specified that costs for protecting and stabilizing all Amtrak and some fixed utility facilities should be borne by the party responsible for doing the physical work at the crossing. The language of the settlement does not quite match that found in the PP&L testimony. I note that the testimony was presented by PP&L at the first hearing

in this case and long before a settlement was contemplated. Since the structures at both crossing will be removed, PP&L will be required to move its facilities. Although PP&L was notified of the settlements and subsequent hearings, it chose not to participate or to change its position. Accordingly, I find that PP&L has waived its right to reimbursement and will recommend that it bear its costs as per its testimony.

(3) City of Coatesville Authority

When the City of Coatesville Authority (CCA) initially prepared its direct testimony, it indicated that CCA had a water line which paralleled the rail line within the right-of-way at the first twelve crossings. There was no known impact on the water line at that time. However, CCA explained that its agreement with Conrail required CCA to move its facilities subject to reimbursement by Conrail. CCA written Direct Testimony, pp. 2-5. After CCA received the settlements and notice of hearings, it amended its testimony to indicate that its water line would need protection at crossings 4, 7A, 8 and 11. More specifically, CCA's line needed protection from additional fill, vibration and weight of construction equipment. Its line also needs installation of permanent erosion control and slope stabilization devices to prevent stormwater, erosion and exposure. The testimony further noted that CCA would accept reimbursement from Conrail or any other entity in accordance with the settlements.

Although I agree with the CCA position, I find it incomplete. This order recommends the removal of the structure at Crossing No. 2. The settlements remove the structure at Crossing No. 10, as well. Conrail Ex. No. 6A, p. 5, ¶ 4.4.

With respect to Crossing No. 2, CCA could not have anticipated my recommendation. To remedy this potential problem, I will recommend that Sadsbury Township coordinate its removal of the structure and replacement of the roadway on fill with CCA in such a way as to protect the integrity of the CCA water line or to relocate it as necessary. All of the related CCA costs should be borne by Sadsbury.

With respect to Crossing No. 10, I note that the Township settlement requires Conrail to protect and stabilize the facilities of any other public utility whose transmission or pipe lines are present within the crossing. I find that CCA's water line fits within the ambit of this provision. Accordingly, CCA's costs should be reimbursed by Conrail as per the settlement and its agreement with Conrail. Conrail Ex. No. 6A, p. 5, ¶ 4.4. CCA Ex. A, pp. 6-7, ¶ 7.

(4) Other Utilities

The Commission's service list included a multitude of other utilities. All were served with notices of conferences and hearings. They chose not to appear. While the record does not reflect their positions, the Township settlement specifies at

Crossings Nos. 4, 7A, 10, 16, 21, 26 and 27 that Conrail or a specified township shall provide for the protection of transmission or pipe lines within the crossing. Conrail Ex. No. 6A, pp. 4-5, 7-9. Since this decision adds Crossing No. 2 to the list, I recommend that Sadsbury be required to conform to the same language as is set forth in the settlement for the above listed crossings. Conrail Ex. No. 6A. Although the structure at Crossing No. 15 is to be removed, the language in the settlement places a \$185,000.00 cap on Conrail's liability. In the interest of uniformity and clarity, I recommend that Conrail be made responsible for the same protections as were previously set forth in the settlement and that the cap include any utility costs which are incurred. Finally, I note that PennDOT has the responsibility for the removal of the structure at Crossing No. 17. Again, there is no mention of utility facilities. In the interest of uniformity and clarity, I recommend that PennDOT be made responsible for the same protections as were previously set forth in the settlements.

To the extent not already specified above, fixed utilities that have facilities which are transmission or pipe lines should be fully reimbursed by Conrail, PennDOT or the specified township at Crossing Nos. 2, 4, 7A, 10, 15, 16, 17, 21, 26 and 27, only. With respect to any utilities which have facilities at any crossings which are not transmission or pipe lines or are not located at the crossings named above (and that incur costs pursuant

to this order), I find that they have waived their rights to requesting reimbursement. They should bear their own costs.

C. Miscellaneous Legal Issues

1. Rails To Trails Act

FAST suggested that the approval of these settlements did not comply with the Pennsylvania Rails To Trails Act (Act 188 of 1990, 32 Pa. C.S. §§5611 et seq.) and the Governor's recently promulgated Trails Policy. FAST argued as follows:

By offering the two stipulations, Conrail is asking the Commission to find that they adequately address safety in and around the crossings. The Pennsylvania Rails to Trails Act ("Trails Act") (pertinent part at 32 P.S. Section 5620) mandate to the Commission to consider the effects of its crossing decisions upon the development, expansion and existing use of recreational trails, is also strongly applicable to this case.

The record shows the decisions to keep or remove bridges to be arbitrary rather than well-grounded in engineering criteria addressing safety considerations. The record does not contain adequate justification for most of the bridge removals contemplated. The Stipulations reflect merely a package deal, addressing Conrail's and the Townships' business and financial goals (NT 527; NT 692). Counsel for the Townships summed this up succinctly: "The stipulation under examination here is an agreement among many parties with many different points of view about what the disposition of the structure is, and Mr. Heebner (for Conrail) did not make an independent determination of the safe or unsafe condition of any particular crossing that forms the basis of whether or not it should come out. It was a negotiated result among a number of parties." (NT 503).

Then, after the Commission no longer has jurisdiction, all of the bridges are at risk of removal with no justification at all. (Township Stipulation Paragraph 12.5).

FAST B., pp. 8-9. FAST continued, as follows:

4. The Commission should reject the stipulations and order solutions that essentially preserve the bridges for public use.

The Commission has noted that both legislators and courts are increasingly inclined to support preserving rail corridors for public recreational use. Application of CSX, Docket No. A-00109302, Opinion and Order entered September 12, 1995. In October, 1996, Governor Ridge announced a new administration policy: "Trail corridors and their users contribute to the economic well-being of Pennsylvania tourism and outdoor recreation industries. It is time to recognize our trails as valued resources. If the railroad structures remain intact, our system of greenways will be enhanced, the considerable financial investment made to construct these bridges and tunnels will be protected, our rich railroad heritage will be preserved, and the recreation and tourism economy of the Commonwealth will be bolstered." (Late Filed Exhibit Sexton 2).

Preserving trail structures facilitates building an accessible trail (Americans with Disabilities Act standards). (NT 422-423).

Preserving bridges provides emergency vehicles continuous access to the entire corridor. (NT 429).

Preserving grade-separated crossings preserves community character and the historic character of the trail, "preservation of individual structures along the Low Grade line is crucial to the preservation of the entire rail line as a continuous unbroken element" (Master Park Plan, FAST Exhibit B, at 4).

The line was uniquely constructed with all grade-separated crossings so there was no contact between freight trains and cars (no at-grade crossings) for efficiency and safety. Today the same safety concept applies for trail users (pedestrians, equestrians and cyclists) with motor vehicles. Fast submits that retention of grade-separated crossings is the safest option for trail users and the motoring public.

FAST B., pp. 18-19. (Emphasis in the original.)

The other parties disagreed. Conrail asserted that adoption of the settlements demonstrated compliance with the Trails Act by virtue of the fact that the settlements preserved the majority of the structures on the line. In addition, Conrail pointed out that the conveyance of the line to the Townships, pursuant to the settlements, retained the continuity of the corridor. Conrail B., pp. 15-17.

PennDOT added that the Trails Act did not require the Commission to abandon its legislative mandate to protect public safety and to leave the structures in place. PennDOT B., pp. 4-6. Further, PennDOT noted that approval of the settlements did not preclude the future use of the corridor for recreational purposes. Indeed, the Townships, Lancaster County and PennDOT indicated on the record interest in rearranging the funding to continue trail development. PennDOT B., pp. 16-17. Finally, PennDOT asserted that the settlements were consistent with the Governor's Trails Policy. PennDOT B., pp. 18-19.

The Townships generally agreed with Conrail and PennDOT. They did not add any argument which hadn't been presented above. Townships B., pp. 30-33.

While the Staff also generally agreed with Conrail and PennDOT on this issue, it noted that DCNR had been a party throughout these proceedings and supported the settlements as well. The Staff emphasized this point by highlighting that portion of the Trails Act which designates DCNR's predecessor as the state agency with the responsibility to initially evaluate the corridor for trail use. Staff B., pp. 11-13.

Lancaster County agreed with Conrail and PennDOT. Lancaster B., pp., 19-21.

FAST's position is simply untenable. The other parties are entirely correct: The Trails Act does not mandate the retention of any, all or a maximum number of grade separated crossings. It requires the Commission to,

... consider the impact of such action upon the development, expansion and existing use of recreational trails pursuant to this act and identify and evaluate alternatives which will minimize any adverse impacts of commission actions upon the development and use of recreational trails.

32 P.S. §5620(b). FAST fails to recognize that at each crossing there are a minimum of three alternatives: 1) do nothing, 2) demolish the structure and 3) alter the crossing (e.g, post warning signs). Simply because the settlements and this decision analyze

and emphasize one of these alternatives does not mean that the other alternatives were ignored. I hasten to add that the failure of the settlements to accept FAST's plan is also not grounds for claiming that other alternatives were ignored, either.

There are twenty-five crossings (1, 2, 3, 4, 5, 6, 7, 7A, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 21, 23, 24, 26, 28 and 31) which have been the subject of these proceedings and the settlements. Of these twenty-five crossings, only ten (Crossing Nos. 2, 4, 7A, 10, 15, 16, 17, 21, 26 and 27) will have the structures removed as a result of the settlements or this order. At each of the ten crossings where the structure will be removed there are valid safety reasons of record which form the basis for my recommendation.

For the remaining fifteen crossings, this recommended decision noted deficiencies exist at some crossings. In those instances, I have directed the implementation of remedial safety measures to protect the public safety. The only reason to enhance public safety is that these crossings will be retained for the dual benefits of trail development and historic preservation.

In addition, I note that FAST has been an active participant in these proceeding ever since the Commission granted its petition to intervene on August 31, 1994. In other words, FAST's participation from the beginning injected the rails-to-trails issue into the case and made "consideration" of the trail

issue unavoidable. One of the major purposes of the three hearings in these cases was to allow FAST to present its plan for development of the line and to allow it to oppose the plan put forth by the settlements. FAST used those opportunities and its brief to present its case. Again, FAST has been instrumental in bringing the trails issue to the Commission's attention.

Further, the governmental agency charged with the initial responsibility to evaluate suitability of the line for trail development is DCNR. 32 P.S. §5620(a). DCNR was also an active party in these cases and now supports the settlements.

There is another issue which is related to the Trails Act and which FAST refuses to acknowledge. Quite simply, Conrail is not required to transfer the line to FAST or any other party to this case. Indeed, there are really three competing plans for these crossings: First, there are the settlements wherein the line is transferred to the Townships. Second, there is the FAST plan wherein FAST gave the impression that it was gathering funding to buy the line from Conrail. And third, there are the settlements with the significant alterations proposed by Staff (i.e. All structures carrying the former rail line over a roadway would be demolished.). Thus, even if FAST were somehow successful in persuading the Commission to reject the pending settlements in toto, neither the Trails Act nor the Public Utility Code could mandate the transfer of the line to FAST or its designee.

With respect to the Governor's current policy on trail development, I note that DCNR and PennDOT are the state agencies which are directed to "work closely with sponsors and potential owners to promote the preservation of structures on available priority corridors." Late Filed Sexton Ex. No. 2. Tr. 1054. Again, both agencies support the settlements. PennDOT has argued that the settlements comply with the basic essence of the policy, as well. PennDOT B., pp. 18-19.

Given the extensive review of the line (on the record and in this decision) for trail development, the recommended removal of only those bridges which present a serious safety hazard, the recommended retention of the remaining bridges with some specific safety enhancements and the support of both agencies responsible for trail development in the Commonwealth, I find that these proceedings meet the standards set forth in the Trails Act and the Governor's policy.

2. Historic Preservation Act

FAST argued that the parties had failed to comply with the Historic Preservation Act (Act 72 of 1988, 37 Pa. C.S. §§501 et seq.) which is contained in the History Code (Act 72 of 1988, 37 Pa. C.S. §§101 et seq.), as follows:

The Commonwealth has its own historic preservation law which bears upon this case along with the federal law and regulations. This "Pennsylvania History Code" is set forth at 37 Pa C.S. Chapter 5. Barrett's testimony also makes clear that the state actors in this case have a duty to comply with the

Pennsylvania History Code. These parties are required to seek the advice of PHMC, 37 PA C.S. Section 508(2) "on possible alternatives to demolition, alternation or transfer of property under their ownership or control." (NT 724). Crossing abandonment proceedings are not exempt. (NT 770). PHMC has not been contacted by PADOT about the Enola Line and structures (NT 771). PHMC has not been asked to comment upon the proposed Stipulations now before the ALJ (NT 771). (NT 947-949). Barrett's testimony makes clear the responsible parties have not carried out their duties under the state historic preservation law.

FAST B., p. 8.

The other parties disagreed. PennDOT argued:

The efforts by the government parties to allow the abolition of many crossings with the structures remaining in place and the consideration of future greenway/trail use in these efforts still is not enough for FAST. FAST would like the crossings abolished with structures in place because of the historic value. Some of the structures are eligible for listing in the National Register of Historic Places (N.T. 781). No testimony was offered regarding which specific structures before the PUC are eligible for listing. Moreover, what FAST has failed to recognize is that "the role of the Historic Commission is advisory and that it lacks the authority to make determinations binding upon other agencies, such as the PUC." O'Connor v. Pennsylvania Public Utility, 582 A.2d 427, 432 (Pa. Cmwlth. Ct. 1990). Though the opinions of PHMC may be considered by the PUC when rendering a decision, these opinions are not binding upon the PUC.

Moreover, since there is no record evidence as to which structures may have historic value, the PUC has no specific evidence to review regarding these allegations.

PennDOT B., pp. 17-18.

Staff asserted that the Commission did not own or control property at the crossing and was outside the purview of the History Code. Staff contended that the Pennsylvania Historic and Museum Commission (PHMC) opinions are advisory and not binding upon this Commission. Staff B., pp. 13-17.

Lancaster County agreed with the Staff. It added that the PHMC witness (sponsored by FAST) conceded that the admission of her testimony on the record was sufficient to satisfy the statutes requirements. Lancaster County B., pp. 15-19.

The Townships agreed with PennDOT. The Townships also contended that they were not agencies which fell with the purview of the History Code. They noted that the witness had indicated that retention of the corridor (even without all of the bridges) would preserve the historic nature of the line. The Townships concluded that the approval of the settlements would satisfy the objectives of the History Code. Township B., pp. 28-30.

Even though PHMC was not a party to the proceedings, FAST sponsored testimony from Ms. Barrett, Director of the Bureau for Historic Preservation and an attorney. As part of her testimony she outlined the constitutional and statutory basis for the preservation of historic and archeological resources. FAST St. No. 3, pp. 1, 3 and Ex. A. In the course of her testimony, she responded to the following question from the undersigned:

JUDGE COCHERES: That's right, that's right.

Is there any reason why I shouldn't consider not only your direct testimony, but your very articulate responses to the cross examination, as the opportunity of your agency to make input into the decision of this agency about this application to abandon crossings?

THE WITNESS: No, there's no reason you shouldn't.

Tr. 779. Given that Ms. Barrett is both a representative of the PHMC and an attorney and that her testimony included a wide range of legal, factual and procedural conclusions, I interpret her response to my question to indicate that her testimony satisfied whatever requirements of the History Code were applicable to these proceedings. In addition, I agree with the parties who argued that the opinions of the PHMC are advisory and not binding on this Commission. Accordingly, I cannot accept FAST's contentions that the parties have not complied with Pennsylvania History Code.

3. Procedural Issues

a. Reply Briefs

By letter dated June 24, 1997, HPT joined the brief submitted by FAST and requested the opportunity to file a reply brief. Counsel was advised verbally that the request was denied.

Conrail submitted a motion for leave to file a reply brief, dated June 27, 1997, which included a copy of the reply brief as an attachment. The motion represented that Conrail wished to respond to FAST's argument on the National Historic Preservation Act. My review of Conrail's initial brief revealed that it had

already presented substantial material on the subject. Conrail B., pp. 17-25. Accordingly, I find no reason to allow a reply brief on the subject, and the motion will be denied. I will request that the Secretary discard the previously filed copies of Conrail's reply brief.

Finally, I note that both of my rulings above are consistent with the briefing schedule which I directed at the close of the record. Tr. 1129-1134.

b. Late Filed Exhibits

In accordance with discussions on-the-record two late filed exhibits were received after the hearings were completed on June 12, 1997. One exhibit was Sexton Exhibit No. 2 which was sponsored by FAST and provided as a courtesy by DCNR. The other was Conrail Exhibit No. 9 which was a plan of subdivision in Conestoga Township. This survey drawing was the description required by the township settlement. Conrail Ex. No. 6A, pp. 10-11, ¶ 9.1. Both exhibits are admitted and the appropriate number of copies will be forwarded to the Commission's File Room.

V. ORDER

NOW THEREFORE, IT IS RECOMMENDED:

1. That the application of Consolidated Rail Corporation for the abolition of 31 crossings where its Enola Branch, Harrisburg Division, crossed above and below certain highways in West Sadsbury Township, Chester County; Sadsbury Township, Bart Township, Eden Township, Quarryville Borough,

Providence Township, Martic Township, and Conestoga Township, Lancaster County be and is hereby approved consistent with this order.

2. That the Stipulation of Settlement among Consolidated Rail Corporation and West Sadsbury Township, Sadsbury Township, Bart Township, Eden Township, Providence Township, Martic Township and Conestoga Township, dated February 25, 1997, be and is hereby approved, consistent with this order.

3. That the Stipulation of Settlement between Consolidated Rail Corporation and Commonwealth of Pennsylvania, Department of Transportation, dated February 21, 1997, be and is hereby approved, consistent with this order.

4. That Consolidated Rail Corporation, in accordance with the terms and conditions of the Stipulation of Settlement among it and the named townships, shall pay the following sums of money to:

Sadsbury Township	\$ 50,000.00
Sadsbury Township and West Sadsbury Township, jointly	60,000.00
Bart Township	150,000.00
Eden Township	90,000.00
Providence Township	150,000.00
Providence Township	165,000.00
Martic Township	100,000.00
Martic Township and Conestoga Township, jointly	450,000.00
Conestoga Township	100,000.00

5. That this Commission establishes its jurisdictional limits at each crossing as the area within the confines of the railroad right-of-way and the highway right-of-way.

6. That Consolidated Rail Corporation, Pennsylvania Department of Transportation, the involved municipalities, involved non-carrier utilities cooperate with each other during the abolition of the crossings.

7. That all parties assigned work responsibility, at least ten (10) days prior to the start of work, inform all parties of record of the date when the work will be started at the crossing in accordance with this order.

8. That all work necessary to complete the construction of the improvement be done in a manner satisfactory to this Commission, and that each party report to this Commission the date of actual completion of its respective work in compliance with this order.

9. That the party responsible for removal of a structure, at its sole cost and expense, furnish all material and do all work necessary to establish, mark and maintain a suitable detour in accordance with the Manual on Uniform Traffic Control Devices, if necessary for the vehicular traffic using the crossing during the time the structure is being removed.

10. That the transmission or pipe line non-carrier utilities may be reimbursed in accordance with the terms and

conditions of the Consolidated Rail Corporation and Township Stipulation of Settlement (Conrail Ex. No. 6A).

11. That while work is being performed in accordance with this order, the parties shall provide reasonable access to the former rail line from the public roads involved to National Railroad Passenger Corporation for motor vehicles to enable National Railroad Passenger Corporation to conduct necessary maintenance upon its electric pole line and, in Conestoga Township, to provide access for Consolidated Rail Corporation to its remaining property to the west.

12. That upon completion of the work herein ordered, the non-carrier utilities involved in this proceeding, each, at its sole cost and expense, furnish all material and do all work necessary to maintain its respective facilities at the abolished crossing in a safe and satisfactory condition.

13. That this Order insofar as it assigns costs to the parties involved, is without prejudice to their rights to recover said costs from others in accordance with any lawful agreements between the parties.

Crossing No. 1

14. That the crossing where Noble Road crosses under the right-of-way of Consolidated Rail Corporation partly in Sadsbury Township, Lancaster County and partly in West Sadsbury Township, Chester County be and is hereby abolished, with the

structure remaining in place and upon the completion of the work herein ordered.

15. That Consolidated Rail Corporation, at its sole cost and expense, within 120 days upon entry of the Commission Order, furnish all material and do all work necessary to install fencing along the parapets of the bridge.

16. That Pennsylvania Department of Transportation, at its sole cost and expense, within one (1) year from the date of service of the Commission's order, furnish all material and do all work necessary to perform safety related modifications at the crossing location, including but not limited to, installation of guide rail and any required signs that Pennsylvania Department of Transportation shall deem necessary for the safety of the traveling public.

17. That the non-carrier utilities involved, if any, each, at its sole cost and expense, except as noted in order paragraph 10, furnish all materials and do all work necessary to alter or relocate its facilities as necessary to accommodate abolition of the crossing.

18. That Pennsylvania Department of Transportation, at its sole cost and expense, upon completion of the work herein ordered, furnish all materials and do all work necessary to maintain the highway under the structure and the highway approaches to the abolished crossing, in a safe and satisfactory condition.

19. That Sadsbury Township and West Sadsbury Township, jointly and severally, at their sole cost and expense, furnish all materials and do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

Crossing No. 2

20. That the crossing where Orchard Road crosses over the right-of-way of Consolidated Rail Corporation in Sadsbury Township, be and is hereby abolished upon completion of the work herein ordered.

21. That Sadsbury Township, at its sole cost and expense, within two (2) years from the date of service of the Commission's order, furnish all materials and do all work necessary to remove the bridge substructure and superstructure to a point two (2) feet below the grade of the new highway.

22. That Sadsbury Township, within two (2) years from the date of service of the Commission's order, at its sole cost and expense, furnish all material and do all work necessary to construct a new highway on embankment for the class and volume of traffic using the highway. Said construction to include a pipe(s) at the bottom of the embankment to provide for surface water drainage through the embankment along the ditches or swales. All embankments shall be graded, seeded and mulched to prevent soil erosion.

23. That Sadsbury Township, at its sole cost and expense, in the removal of the structure and construction of the new highway on embankment, shall make any necessary provisions for protection and stability of the National Railroad Passenger Corporation's electrical system poles.

24. That Sadsbury Township, at its sole cost and expense, in the construction of the new highway on embankment, shall, if required, make any necessary provisions for protection and/or relocation of the City of Coatesville Authority water line near the crossing.

25. That the non-carrier utilities involved except City of Coatesville Authority, if any, each, at its sole cost and expense, except as noted in order paragraph No. 10, furnish all materials and do all work necessary to alter or relocate its facilities as necessary to accommodate abolition of the crossing.

26. That Sadsbury Township, at its sole cost and expense, upon completion of the work herein ordered, furnish all materials and do all work necessary to maintain the highway on embankment at the abolished crossing, in a safe and satisfactory condition.

Crossing No. 3

27. That the crossing where Brick Mill Road crosses under the right-of-way of Consolidated Rail Corporation in Sadsbury

Township, be and is hereby abolished, with the structure remaining in place and upon completion of the work herein ordered.

28. That Sadsbury Township, at its sole cost and expense, within thirty days of service of the Commission's order, perform all work and provide all materials to install warning signs of the low clearance, at the bridge on each highway approach to the crossing and a second set of signs at each highway intersection on the approaches to the crossing.

29. That Sadsbury Township, at its sole cost and expense, furnish all materials and do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

30. That the Sadsbury Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway under the structure, and the highway approaches thereto, in a safe and satisfactory condition.

Crossing No. 4

31. That the crossing where White Oak Road crosses under the right-of-way of Consolidated Rail Corporation in Sadsbury Township, be and is hereby abolished, upon completion of the work herein ordered.

32. That Consolidated Rail Corporation, having agreed to do so, at its sole cost and expense, within two (2) years from the date of service of the Commission's order, furnish all

materials and do all work necessary to remove the bridge substructure and superstructure to a point two (2) feet below the surrounding ground line, and to grade the embankments behind the structure to a two-to-one slope, and to grade, seed and mulch the areas thus disturbed to prevent soil erosion, all in a safe and satisfactory condition.

33. That Consolidated Rail Corporation, having agreed to do so, at its sole cost and expense, in the removal of the structure, shall make any necessary provisions for protection and stability of the National Railroad Passenger Corporation's electrical system poles.

34. That Consolidated Rail Corporation, at its sole cost and expense, in the removal of the bridge, shall, if required, make any necessary provisions for protection and/or relocation of the City of Coatesville Authority water line near the crossing.

35. That the non-carrier utilities involved except City of Coatesville Authority, if any, each, at its sole cost and expense, except as noted in order paragraph 10, shall furnish all materials and do all work necessary to alter or relocate its facilities as necessary to accommodate abolition of the crossing.

36. That Pennsylvania Department of Transportation, at its sole cost and expense, upon completion of the work herein ordered, furnish all materials and do all work necessary to

maintain the highway approaches to the abolished crossing, in a safe and satisfactory condition.

Crossing No. 5

37. That the crossing where Quaker Church Road crosses under the right-of-way of Consolidated Rail Corporation in Bart Township, be and is hereby abolished, with the structure remaining in place and upon completion of the work herein ordered.

38. That Bart Township, at its sole cost and expense, within thirty days of service of the Commission's order, perform all work and provide all materials to install warning signs of the low clearance, at the bridge on each highway approach to the crossing and a second set of signs at each highway intersection on the approaches to the crossing.

39. That Bart Township, at its sole cost and expense, furnish all materials and do all work necessary to maintain the highway approaches to the abolished crossing, in a safe and satisfactory condition.

40. That Bart Township, at its sole cost and expense, furnish all materials and do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

Crossing No. 6

41. That the crossing where Vintage Road crosses under the right-of-way of Consolidated Rail Corporation in Bart Township,

be and is hereby abolished, with the structure remaining in place and upon completion of the work herein ordered.

42. That Bart Township, at its sole cost and expense, within thirty days of service of the Commission's order, perform all work and provide all materials to install warning signs of the low clearance, at the bridge on each highway approach to the crossing and a second set of signs at each highway intersection on the approaches to the crossing.

43. That Bart Township, at its sole cost and expense, furnish all materials and do all work necessary to maintain the highway approaches to the abolished crossing, in a safe and satisfactory condition.

44. That Bart Township, at its sole cost and expense, furnish all materials and do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

Crossing No. 7

45. That the crossing where Georgetown Road crosses over the right-of-way of Consolidated Rail Corporation in Bart Township, be and is hereby abolished, with the structure remaining in place.

46. That the Pennsylvania Department of Transportation, in accordance with the Commission's order at Docket No. A-105671, entered May 16, 1990, at its sole cost and expense, furnish all

materials and do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

47. That the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all material and do all work necessary to maintain the highway approaches to the abolished crossing, in a safe and satisfactory condition.

Crossing No. 7A

48. That the Petition For Amendment Or Rescission of Bart Township is hereby granted.

49. That the Commission's Order at Docket No. C-913256, entered October 25, 1993, concerning this crossing be and is hereby modified consistent with this order.

50. That the crossing where Lamparter Road crosses over the right-of-way of Consolidated Rail Corporation in Bart Township, be and is hereby abolished, upon completion of the work herein ordered.

51. That Bart Township, having agreed to do so, at its sole cost and expense, within one (1) year from the date of service of the Commission's order, furnish all materials and do all work necessary to remove the bridge substructure and superstructure to a point two (2) feet below the grade of the new highway.

52. That Bart Township, within one (1) year from the date of service of the Commissions Order, at its sole cost and

expense, furnish all material and do all work necessary to construct a new highway on embankment for the class and volume of traffic using the highway. Said construction to include a pipe(s) at the bottom of the embankment to provide for surface water drainage through the embankment along the ditches or swales. All embankment shall be graded, seeded and mulched to prevent soil erosion.

53. That Bart Township, having agreed to do so, at its sole cost and expense, in the removal of the structure and construction of the new highway, shall make any necessary provisions for protection and stability of the National Railroad Passenger Corporation's electrical system poles.

54. That Bart Township, at its sole cost and expense, in the construction of the new highway on embankment, shall, if required, make any necessary provisions for protection and/or relocation of the City of Coatesville Authority water line near the crossing.

55. That the non-carrier utilities involved except City of Coatesville Authority, if any, each, at its sole cost and expense, except as noted in order paragraph 10, furnish all materials and do all work necessary to alter or relocate its facilities as necessary to accommodate abolition of the crossing.

56. That Bart Township, at its sole cost and expense, upon completion of the work herein ordered, furnish all materials

and do all work necessary to maintain the highway on embankment at the abolished crossing, in a safe and satisfactory condition.

Crossing No. 8

57. That the maintenance responsibilities assigned to the parties by the Commission's Order at Docket No. C-913225, entered on June 25, 1992, remain in full force and effect.

Crossing No. 9

58. That the crossing where Bushong Road crosses under the right-of-way of Consolidated Rail Corporation in Eden Township, be and is hereby abolished, with the structure remaining in place and upon completion of the work herein ordered.

59. That Eden Township, at its sole cost and expense, within thirty days of service of the Commission's order, perform all work and provide all materials to install warning signs of the low clearance, at the bridge on each highway approach to the crossing and a second set of signs at each highway intersection on the approaches to the crossing.

60. That Eden Township, at its sole cost and expense, furnish all materials and do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

61. That Eden Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the

highway approaches to the abolished crossing, in a safe and satisfactory condition.

Crossing No. 10

62. That the crossing where Pumping Station Road crosses under the right-of-way of Consolidated Rail Corporation in Eden Township, be and is hereby abolished, upon completion of the work herein ordered.

63. That Consolidated Rail Corporation, having agreed to do so, at its sole cost and expense, within two (2) years from the date of service of the Commission's order, furnish all materials and do all work necessary to remove the bridge substructure and superstructure to a point two (2) feet below the surrounding ground line, and to grade the embankments behind the structure to a two-to-one slope, and to grade, seed and mulch the areas thus disturbed to prevent soil erosion, all in a safe and satisfactory condition.

64. That Consolidated Rail Corporation, having agreed to do so, at its sole cost and expense, in the removal of the structure, shall make any necessary provisions for protection and stability of the National Railroad Passenger Corporation's electrical system poles.

65. That Consolidated Rail Corporation, at its sole cost and expense, in the removal of the bridge, shall, if required,

make any necessary provisions for protection and/or relocation of the City of Coatesville Authority water line near the crossing.

66. That the non-carrier utilities involved except City of Coatesville Authority, if any, each, at the sole cost and expense, except as noted in order paragraph 10, furnish all materials and do all work necessary to alter or relocate its facilities as necessary to accommodate abolition of the crossing.

67. That the Pennsylvania Department of Transportation, at its sole cost and expense, upon completion of the work herein ordered, furnish all materials and do all work necessary to maintain the highway approaches to the abolished crossing, in a safe and satisfactory condition.

Crossing No. 11

69. That the maintenance responsibilities assigned to the parties by the Commission's Order at Docket No. A-107709, entered on December 28, 1987, remain in full force and effect.

Crossing No. 12

70. That the crossing where State Street crosses over the right-of-way of Consolidated Rail Corporation in Quarryville Borough, be and is hereby abolished, with the structure remaining in place.

71. That the maintenance responsibilities assigned to the parties by the Commission's Order at Docket No. A-104032,

entered on June 21, 1990, be and is hereby modified in accordance with the following two paragraphs:

A. That the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all materials and do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

B. That the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all material and do all work necessary to maintain the highway approaches to the abolished crossing, in a safe and satisfactory condition.

Crossing No. 13

72. That the crossing where Lime Street crosses under the right-of-way of Consolidated Rail Corporation in Quarryville Borough, be and is hereby abolished, with the structure remaining in place.

73. That Providence Township, at its sole cost and expense, furnish all materials and do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

74. That Quarryville Borough, at its sole cost and expense, furnish all material and do all work necessary to maintain

the highway approaches to the abolished crossing, in a safe and satisfactory condition.

Crossing No. 14

75. That the crossing where Church Street crosses under the right-of-way of Consolidated Rail Corporation in Quarryville Borough, be and is hereby abolished, with the structure remaining in place and upon completion of the work herein ordered.

76. That Pennsylvania Department of Transportation, at its sole cost and expense, within one (1) year from the date of service of the Commission's order, furnish all material and do all work necessary to perform safety related modifications at the crossing location, including but not limited to, installation of guide rail and repair of loose stone.

77. That Providence Township, at its sole cost and expense, furnish all materials and do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

78. That Pennsylvania Department of Transportation, at its sole cost and expense, furnish all material and do all work necessary to maintain the highway approaches to the abolished crossing, in a safe and satisfactory condition.

Crossing No. 15

79. That the crossing where Oak Bottom Road crosses under the right-of-way of Consolidated Rail Corporation in

Providence Township, be and is hereby abolished, upon completion of the work herein ordered.

80. That Consolidated Rail Corporation, having agreed to do so, at its initial cost and expense, within one (1) year from the date of service of the Commission's order, furnish all materials and do all work necessary to remove the bridge substructure and superstructure to a point two (2) feet below the surrounding ground line, and to grade the embankments behind the structure to a two-to-one slope, and to grade, seed and mulch the areas thus disturbed to prevent soil erosion, all in a safe and satisfactory condition.

81. That Consolidated Rail Corporation, having agreed to do so, at its initial cost and expense, in the removal of the structure, shall make any necessary provisions for protection and stability of the National Railroad Passenger Corporation's electrical system poles.

82. That the non-carrier utilities involved, if any, each, at its sole cost and expense, except as noted in order paragraph 10, furnish all materials and do all work necessary to alter or relocate its facilities as necessary to accommodate abolition of the crossing.

83. That Providence Township, at its sole cost and expense, upon completion of the work herein ordered, furnish all materials and do all work necessary to maintain the highway

approaches to the abolished crossing, in a safe and satisfactory condition.

84. That Consolidated Rail Corporation and Providence Township bear the cost for work performed at this crossing in accordance with the terms and condition of their settlement.

Crossing No. 16

85. That the crossing where U.S. Route 222 crosses under the right-of-way of Consolidated Rail Corporation in Providence Township, be and is hereby abolished, upon completion of the work herein ordered.

86. That Consolidated Rail Corporation, having agreed to do so, at its sole cost and expense, within one (1) year from the date of service of the Commission's order, furnish all materials and do all work necessary to remove the bridge substructure and superstructure to a point two (2) feet below the surrounding ground line, and to grade the embankments behind the structure to a two-to-one slope, and to grade, seed and mulch the areas thus disturbed to prevent soil erosion, all in a safe and satisfactory condition.

87. That Consolidated Rail Corporation, having agreed to do so, at its sole cost and expense, in the removal of the structure, shall make any necessary provisions for protection and stability of the National Railroad Passenger Corporation's electrical system poles.

88. That Consolidated Rail Corporation, at its sole cost and expense, in the removal of the bridge, shall, if required, make any necessary provisions for protection of Pennsylvania Power & Light Company's underground facilities in the crossing area.

89. That the non-carrier utilities involved, including Pennsylvania Power & Light Company, each, at its sole cost and expense, except as noted in order paragraph 10, furnish all materials and do all work necessary to alter or relocate its facilities as necessary to accommodate abolition of the crossing.

90. That Pennsylvania Department of Transportation, at its sole cost and expense, upon completion of the work herein ordered, furnish all materials and do all work necessary to maintain the highway approaches to the abolished crossing, in a safe and satisfactory condition.

Crossing No. 17

91. That the crossing where Fairview Road (S.R. 3016) crosses over the right-of-way of Consolidated Rail Corporation in Providence Township, be and is hereby abolished, upon completion of the work herein ordered.

92. That Pennsylvania Department of Transportation, at its sole cost and expense, within thirty days of service of the Commission's order, perform all work and provide all materials to install warning signs of the sharp turn in the highway on each highway approach to the crossing.

93. That Pennsylvania Department of Transportation, at its sole cost and expense, within two (2) years from the date of service of the Commission's order, furnish all materials and do all work necessary to remove the bridge substructure and superstructure to a point two (2) feet below the surrounding ground line, and to grade, seed and mulch the areas thus disturbed to prevent soil erosion, all in a safe and satisfactory condition.

94. That Pennsylvania Department of Transportation, at its sole cost and expense, within two (2) years from the date of service of the Commission's order, furnish all materials and do all work necessary to construct a new highway, on partial embankment if necessary, on a new alignment so as to remove the sharp turns in the existing highway. The new highway is to be constructed for the class and volume of traffic using the highway. Said construction to include a pipe(s) to provide for surface water drainage under the highway along the existing ditches or swales. All area thus disturbed shall be graded, seeded and mulched to prevent soil erosion.

95. That the non-carrier utilities involved, each, at its sole cost and expense, furnish all materials and do all work necessary to alter or relocate its facilities as necessary to accommodate abolition of the crossing.

96. That until the bridge is removed, the Pennsylvania Department of Transportation, at its sole cost and expense, furnish

all materials and do all work necessary to maintain the substructure and superstructure of the bridge, in a safe and satisfactory condition.

97. That until the bridge is removed, the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all material and do all work necessary to maintain the highway approaches to the bridge, in a safe and satisfactory condition.

98. That Pennsylvania Department of Transportation, at its sole cost and expense, upon completion of the work herein ordered, furnish all materials and do all work necessary to maintain the highway approaches to the abolished crossing, in a safe and satisfactory condition.

Crossing No. 18

99. That the crossing where Cinder Road crosses over the right-of-way of Consolidated Rail Corporation in Providence Township, be and is hereby abolished, with the structure remaining in place.

100. That the maintenance responsibilities assigned to Consolidated Rail Corporation by the Commission's Order at Docket No. A-104797, entered on September 8, 1988, order paragraph 11, be and is hereby modified in accordance with the following paragraph:

A. That the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all materials and

do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

101. That the maintenance responsibilities assigned to the parties by the Commission's Order at Docket No. A-104797, entered on September 8, 1988, not inconsistent herewith, remain in full force and effect.

Crossing No. 19

102. That the crossing where Truce Road (formerly known as Rawlinsville Road) crosses over the right-of-way of Consolidated Rail Corporation in Providence Township, be and is hereby abolished, with the structure remaining in place.

103. That the maintenance responsibilities assigned to Consolidated Rail Corporation by the Commission's Order at Docket No. A-104797, entered on September 8, 1988, order paragraph 11, be and is hereby modified in accordance with the following paragraph:

A. That the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all materials and do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

104. That the maintenance responsibilities assigned to the parties by the Commission's Order at Docket No. A-104797,

entered on September 8, 1988, not inconsistent herewith, remain in full force and effect.

Crossing No. 20

105. That the crossing where Hollow Road (East) (formerly known as Sawmill Road) crosses over the right-of-way of Consolidated Rail Corporation in Providence Township, be and is hereby abolished, with the structure remaining in place.

106. That the maintenance responsibilities assigned to the parties by the Commission's Order at Docket No. I-870050, entered on September 30, 1991, remain in full force and effect.

Crossing No. 21

107. That the crossing where Hollow Road (West) crosses under the right-of-way of Consolidated Rail Corporation in Providence Township, be and is hereby abolished, upon completion of the work herein ordered.

108. That Consolidated Rail Corporation, having agreed to do so, at its initial cost and expense, within one (1) year from the date of service of the Commission's order, furnish all materials and do all work necessary to remove the bridge substructure and superstructure to a point two (2) feet below the surrounding ground line, and to grade the embankments behind the structure to a two-to-one slope, and to grade, seed and mulch the areas thus disturbed to prevent soil erosion, all in a safe and satisfactory condition.

109. That Consolidated Rail Corporation, having agreed to do so, at its initial cost and expense, in the removal of the structure, shall make any necessary provisions for protection and stability of the National Railroad Passenger Corporation's electrical system poles.

110. That Consolidated Rail Corporation, within one year of service of the Commission's order, at its initial cost and expense, furnish all material and do all work necessary to reconstruct the highway on a new alignment.

111. That the non-carrier utilities involved, if any, each, at its sole cost and expense, except as noted in order paragraph 10, furnish all materials and do all work necessary to alter or relocate its facilities as necessary to accommodate abolition of the crossing.

112. That Providence Township, at its sole cost and expense, bear the costs of the right-of-way damages incurred to reconstruct the highway on a new alignment.

113. That Providence Township, at its sole cost and expense, upon completion of the work herein ordered, furnish all materials and do all work necessary to maintain the highway approaches to the abolished crossing, in a safe and satisfactory condition.

114. That Consolidated Rail Corporation and Providence Township bear costs for work performed at this crossing in

accordance with the terms and conditions of their Stipulation Of Settlement.

Crossing No. 22

115. That the crossing where Sawmill Road crosses over the right-of-way of Consolidated Rail Corporation in Providence Township, be and is hereby abolished, with the structure remaining in place.

116. That the maintenance responsibilities assigned to the parties by the Commission's Order at Docket No. I-870048, entered on April 29, 1992, remain in full force and effect.

Crossing No. 23

117. That the crossing where U.S. Route 272 (northbound) crosses under the right-of-way of Consolidated Rail Corporation in Providence Township, be and is hereby abolished, with the structure remaining in place and upon completion of the work herein ordered.

118. That Pennsylvania Department of Transportation, within one (1) year of service of the Commission's order, at its sole cost and expense, furnish all material and do all work necessary to (1) undertake any currently needed maintenance and repair of the structure; (2) remove the existing sidewalks and curbs and to construct new paved shoulders in this area; (3) undertake such additional work as it may deem desirable for the

safety of highway travelers, including installation of guiderails and signage.

119. That the non-carrier utilities involved, if any, each, at its sole cost and expense, furnish all materials and do all work necessary to alter or relocate its facilities as necessary to accommodate abolition of the crossing.

120. That the maintenance responsibility assigned to the parties by the Commission's Order at Docket No. A-80721, entered July 26, 1954, to the extent not inconsistent with this order, remain in full force and effect.

121. That Providence Township, at its sole cost and expense, furnish all materials and do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

Crossing No. 24

122. That the crossing where U.S. Route 272 (southbound) crosses under the right-of-way of Consolidated Rail Corporation in Providence Township, be and is hereby abolished, with the structure remaining in place and upon completion of the work herein ordered.

123. That Pennsylvania Department of Transportation, within one year of service of the Commission's order, at its sole cost and expense, furnish all material and do all work necessary to undertake such work as it may deem desirable for the safety of

highway travelers, including installation of guiderails and signage.

124. That the non-carrier utilities involved, if any, each, at its sole cost and expense, furnish all materials and do all work necessary to alter or relocate its facilities as necessary to accommodate abolition of the crossing.

125. That the maintenance responsibility assigned to the parties by the Commission's Order at Docket No. A-80721, entered July 26, 1954, to the extent not inconsistent with this order, remain in full force and effect.

126. That Providence Township, at its sole cost and expense, furnish all materials and do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

Crossing No. 25

127. That the crossing where Rawlinsville Road crosses over the right-of-way of Consolidated Rail Corporation in Providence Township, was abolished in accordance with Commission Order at Docket No. A-105510, entered January 3, 1985, with the structure remaining in place.

128. That the maintenance responsibilities assigned to the parties by the Commission's Orders at Docket Nos. A-105510 and A-111016, entered March 7, 1995, remain in full force and effect.

Crossing No. 26

129. That the crossing where Sigman Road crosses under the right-of-way of Consolidated Rail Corporation in Providence Township, be and is hereby abolished, upon completion of the work herein ordered.

130. That Consolidated Rail Corporation, having agreed to do so, at its initial cost and expense, within two (2) years from the date of service of the Commission's Order, furnish all materials and do all work necessary to remove the bridge substructure and superstructure to a point two (2) feet below the surrounding ground line, and to grade the embankments behind the structure to a two-to-one slope, and to grade, seed and mulch the areas thus disturbed to prevent soil erosion, all in a safe and satisfactory condition.

131. That Consolidated Rail Corporation, having agreed to do so, at its initial cost and expense, in the removal of the structure, shall make any necessary provisions for protection and stability of the National Railroad Passenger Corporation's electrical system poles.

132. That the non-carrier utilities involved, if any, each, at its sole cost and expense, except as noted in order paragraph 10, furnish all materials and do all work necessary to alter or relocate its facilities as necessary to accommodate abolition of the crossing.

133. That Providence Township, at its sole cost and expense, upon completion of the work herein ordered, furnish all materials and do all work necessary to maintain the highway approaches to the abolished crossing, in a safe and satisfactory condition.

134. That Consolidated Rail Corporation and Providence Township bear costs for work performed at this crossing in accordance with the terms and condition of their Stipulation Of Settlement.

Crossing No. 27

135. That the crossing where Marticville Road crosses under the right-of-way of Consolidated Rail Corporation in Martic Township, be and is hereby abolished, upon completion of the work herein ordered.

136. That, if Pennsylvania Department of Transportation has not within two (2) years from service of the Commission's order let a contract to reconstruct and realign S.R. 0324, Marticville Road, then Martic Township, having agreed to do so, at its sole cost and expense, within three (3) years from the date of service of the Commission's final order, furnish all materials and do all work necessary to remove the bridge substructure and superstructure to a point two (2) feet below the surrounding ground line, and to grade the embankments behind the structure to a two-to-one slope,

and to grade, seed and mulch the areas thus disturbed to prevent soil erosion, all in a safe and satisfactory condition.

137. That Martic Township, at its sole cost and expense, if the highway realignment project is constructed, may at its option, allow the structure to remain in place and barricade both entrances or remove the structure.

138. That Martic Township, at its sole cost and expense, in the removal of the structure, shall make any necessary provisions for protection and stability of the National Railroad Passenger Corporation's electrical system poles.

139. That Martic Township, at its sole cost and expense, in the removal of the bridge, shall, if required, make any necessary provisions for protection of Pennsylvania Power & Light Company's facilities in the crossing area.

140. That the non-carrier utilities involved, each including Pennsylvania Power & light Company, at its sole cost and expense, except as noted in order paragraph 10, furnish all materials and do all work necessary to alter or relocate its facilities as necessary to accommodate abolition of the crossing.

141. That Pennsylvania Department of Transportation, at its sole cost and expense, upon completion of the work herein ordered, furnish all materials and do all work necessary to maintain the highway approaches to the abolished crossing, in a safe and satisfactory condition.

Crossing No. 28

142. That the crossing where River Road crosses under the right-of-way of Consolidated Rail Corporation in Conestoga Township, be and is hereby abolished, with the structure remaining in place and upon completion of the work herein ordered.

143. That Consolidated Rail Corporation, within 18 months of service of the Commission's order, at its sole cost and expense, furnish all material and do all work necessary to cause the removal from the bridge of National Railroad Passenger Corporation's transmission line towers and resuspension of the line in a manner satisfactory to National Railroad Passenger Corporation.

144. That Consolidated Rail Corporation, within 120 days following removal of National Railroad Passenger Corporation's facilities, at its sole cost and expense, furnish all material and do all work necessary to assure that presently existing barriers to access to the bridge deck are in good operating order and will provide to Martic Township and Conestoga Township keys to any barrier gate locks.

145. That Conestoga Township, at its sole cost and expense, furnish all material and do all work necessary to maintain River Road under the structure, and the highway approaches thereto, in a safe and satisfactory condition.

146. That Martic Township and Conestoga Township, jointly and severally, at their sole cost and expense, furnish all materials and do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

Crossing No. 29

147. That the crossing where Colemanville Road crossed over the right-of-way of Consolidated Rail Corporation in Conestoga Township, was abolished in accordance with Commission Order at Docket No. C-860598, entered May 23, 1990, with the structure being removed.

149. That the maintenance responsibilities assigned to the parties by the Commission's Orders at Dockets C-860598 and A-111016, entered March 7, 1995, remain in full force and effect.

Crossing No. 30

150. That the crossing where River Hill Road crosses over the right-of-way of Consolidated Rail Corporation in Conestoga Township, be and is hereby abolished, with the structure remaining in place.

151. That the maintenance responsibilities assigned to the parties by the Commission's Order at Docket No. C-860598, entered May 23, 1990, remain in full force and effect.

Crossing No. 31

152. That the crossing where Greenhill Road, also known as Shenk's Road, crosses under the right-of-way of Consolidated Rail Corporation in Conestoga Township, be and is hereby abolished, with the structure remaining in place and upon completion of the work herein ordered.

153. That Conestoga Township, at its sole cost and expense, within thirty days of service of the Commission's order, perform all work and provide all materials to install warning signs of the "close clearance", at the bridge on each highway approach to the crossing.

154. That Conestoga Township, at its sole cost and expense, furnish all materials and do all work necessary to maintain the substructure and superstructure of the bridge, at the abolished crossing in a safe and satisfactory condition.

155. That Conestoga Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway under the structure, and the highway approaches to the abolished crossing, in a safe and satisfactory condition.

Miscellaneous

156. That the Motion Of Consolidated Rail Corporation For Leave To File A Reply Brief is denied.

157. That late filed exhibits, Sexton Exhibit No. 2 and Conrail Exhibit No. 9, be and are hereby admitted into the record.


LOUIS G. COCHERES
Administrative Law Judge

COPY

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Application of Consolidated Rail Corporation For the abolition of 31 crossings of the Enola Branch, LC: 201323, MP 3.5 to MP 27.0, Sub. No. 1095X, Harrisburg Division, Lancaster County. : : Docket No. A-00111016

Board of Supervisors of Bart Township v. Consolidated Rail Corporation, Pennsylvania Department of Transportation and Lancaster County, et al. : : Docket No. C-00913256

STIPULATION OF SETTLEMENT

THIS STIPULATION OF SETTLEMENT, entered into this 25th day of February, 1997 between Consolidated Rail Corporation, a Pennsylvania corporation with principal offices at 2 Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania 19101-1419, and the following municipalities:

- a. West Sadsbury Township, Chester County, Pennsylvania, with principal offices at RD #2, Parkesburg, Pennsylvania 19365-9044;
- b. Sadsbury Township, Lancaster, Pennsylvania, with principal offices at 1077 White Oak Road, Christiana, Pennsylvania 17509;
- c. Eden Township, Lancaster County, Pennsylvania, with principal offices at 489 Stoney Hill Road, Quarryville, Lancaster County, Pennsylvania 17566;
- d. Bart Township, Lancaster County, Pennsylvania, with principal offices at 46 Quarry Road, Quarryville, Pennsylvania 17566;
- e. Providence Township, Lancaster County, Pennsylvania, with principal offices at 200 Mount Airy Road, New Providence, Pennsylvania 17560;
- f. Martic Township, Lancaster County, Pennsylvania, with principal offices at 370 Steinman Farm Road, Pequea, Pennsylvania 17565; and

- g. Conestoga Township, Lancaster County, Pennsylvania, with principal offices at P. O. Box 98, Conestoga, Pennsylvania 17516.

The parties set forth in paragraphs a - g will be referred to collectively as the "Municipalities."

WHEREAS, Conrail is the owner of the "Enola Branch," also or formerly known as the Atglen and Susquehanna ("A&S") Branch, identified in a prior conveyance by Trustees of Penn Central Transportation Company to Consolidated Rail Corporation as "Susquehanna (A&S) Branch," a right-of-way situate in relevant part in Chester and Lancaster Counties, Pennsylvania, as more specifically described in Appendix "A" hereto; and

WHEREAS, on or about October 2, 1989, Conrail filed with the Interstate Commerce Commission its "Notice of Exemption for Abandonment by Consolidated Rail Corporation of a Portion of the Enola Branch in Lancaster and Chester Counties, Pennsylvania" -- Docket Number AD167 (sub-no.1095X), which recites a proposed consummation date of abandonment of November 21, 1989; and

WHEREAS, on or about April 14, 1993, the Interstate Commerce Commission issued an Order confirming the abandonment of the Enola Branch; and

WHEREAS, on or about September 4, 1993, Conrail filed an application with the Pennsylvania Public Utility Commission ("PUC") at PUC Docket No. A-111016 for permission to abolish the crossings located along the Enola Branch; and

WHEREAS, the Municipalities are willing to acquire portions of the Enola Branch from Conrail; and

WHEREAS, the Municipalities are willing to take responsibility for the crossings and for the crossing structures as more specifically set forth herein;

NOW, THEREFORE, it is hereby stipulated by the aforementioned parties as follows:

1. Description of Right-of-Way

1.1 The property encompassed within this Stipulation is that portion of the Enola Branch extending from a point beginning at the Chester County line and extending westwardly to that point and to include that land more particularly described in paragraph 9.1 hereof. The property encompassed within this Stipulation also includes the structure of bridge 4.03 situate in Chester County, together with a right of access to that bridge from the east.

1.2 Each quitclaim deed description of the property being conveyed will

encompass that property shown on Conrail's valuation map for the Atglen and Susquehanna Branch, lying within each respective municipality within those limitations otherwise herein provided. With respect to property situate in Quarryville Borough, disposition is as set forth in Section 5 of this Stipulation.

1.3 Conrail's claim to title to the property to be conveyed is premised upon the Deed of the Trustees of Penn Central Transportation Company to Consolidated Rail Corporation dated March 30, 1976, a copy of the pertinent portion of which is attached as Appendix "A." Conrail's title is burdened pursuant to the provisions of a conveyance by Consolidated Rail Corporation to National Railroad Passenger Corporation (Amtrak) dated April 1, 1976, a copy of the pertinent portions of which has been provided to each of the parties hereto. Such limitations are in addition to others which may be shown to exist as a result of a competent search of titles and an inspection of the premises.

2. Sadsbury Township and West Sadsbury Township

2.1 Conrail will quitclaim to Sadsbury Township all its right, title and interest in and to the land and improvements thereon comprising that portion of the Enola Branch from a point beginning at the Chester County line at the east extending westwardly to the eastern line of Bart Township.

2.2 Conrail will pay to Sadsbury Township \$50,000.00.

2.3 Conrail will pay to Sadsbury and West Sadsbury Townships, jointly, \$60,000.00.

2.4 Crossing No. 1, Noble Road, AAR/DOT# 518 184M -- Conrail, within 120 days following entry of a final order by the Public Utility Commission, will install fencing along the parapets of the bridge.

2.5 Crossing No. 1, Noble Road, AAR/DOT# 518 184M -- Sadsbury Township and West Sadsbury Township, jointly and severally and at their sole cost and expense, will maintain the crossing structure. PennDOT will perform safety-related modifications and will maintain the roadway at its sole cost and expense.

2.6 Crossing No. 2, Orchard Road, AAR/DOT# 518 185U -- Sadsbury Township, at its sole cost and expense, will maintain the crossing structure and roadway at its sole cost and expense.

2.7 Crossing No. 3, Brick Mill Road, AAR/DOT# 518 187H -- Sadsbury Township, at its sole cost and expense, will maintain the crossing structure over Brick Mill Road. Sadsbury Township will maintain the roadway at its sole cost and expense.

2.8 Crossing No. 4, White Oak Road, AAR/DOT# 518 188P -- Conrail, within two years after entry of a final order, at its sole cost and expense, will remove the structure over White Oak Road, remove the abutments to a point two feet below finished ground level, slope embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. PennDOT will maintain the roadway at its sole cost and expense.

3. Bart Township

3.1 Conrail will quitclaim to Bart Township all its right, title and interest in and to the land and improvements thereon comprising that portion of Conrail's former Enola Branch from a point beginning at the western line of Sadsbury Township and extending westwardly to the eastern line of Eden Township.

3.2 Conrail will pay to Bart Township a total sum of \$150,000.00.

3.3 Crossing No. 5, Quaker Church Road, AAR/DOT# 518 189W -- Bart Township, at its sole cost and expense, will maintain the crossing structure over Quaker Church Road. Bart Township will continue to maintain the roadway at its sole cost and expense.

3.4 Crossing No. 6, Vintage Road, AAR/DOT# 518 190R -- Bart Township, at its sole cost and expense, will maintain the crossing structure over Vintage Road. Bart Township will continue to maintain the roadway at its sole cost and expense.

3.5 Crossing No. 7, Georgetown Road, AAR/DOT# 518 191X -- Bart Township does not have any maintenance responsibility for the crossing at Georgetown Road. Maintenance responsibility was assigned to PennDOT pursuant to the Order at PUC Docket No. A-105671 (Order entered May 16, 1990) and subsequent agreement with Conrail. PennDOT will be responsible for the maintenance of the structure and roadway at its sole cost and expense.

3.6 Crossing No. 7A, Lamparter Road, AAR/DOT# 518 192E -- The previous Order at PUC Docket No. C-00913256 (Order entered October 25, 1993) regarding this crossing will be vacated by the Commission and the following will be substituted regarding this crossing. Bart Township, at its sole cost and expense, will be responsible for demolition of the crossing structure carrying Lamparter Road over the Enola Branch. Bart Township will make any necessary provisions to remove abutments to a point two (2) feet below finished ground level, will place and compact fill material, will reconstruct Lamparter Road on fill and will thereafter be solely responsible for the maintenance of Lamparter Road. Bart Township will make any necessary provision for protection and stability of the Amtrak electrical system poles

and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Nothing herein shall be construed as a requirement that a culvert or penetrating passage be installed to allow pedestrian or vehicle passage through the fill at or about former track level.

3.7 Crossing No. 8, Hollow Road, AAR/DOT# 518 194T -- The crossing of Hollow Road has heretofore been abolished by the Order at PUC Docket No. C-913225 (Order entered June 25, 1992), and the roadway continued on fill. Bart Township will continue to maintain the roadway and fill at its sole cost and expense.

4. Eden Township

4.1 Conrail will quitclaim to Eden Township all its right, title and interest in and to the land and improvements thereon comprising that portion of Conrail's former Enola Branch from a point beginning at the western line of Bart Township and extending westwardly to the eastern line of Quarryville Borough.

4.2 Conrail will pay to Eden Township a total sum of \$90,000.00.

4.3 Crossing No. 9, Bushong Road, AAR/DOT# 518 195A -- Eden Township, at its sole cost and expense, will maintain the crossing structure. Eden Township will continue to maintain the roadway at its sole cost and expense.

4.4 Crossing No. 10, Pumping Station Road, AAR/DOT# 518 196G -- Conrail, within two years after entry of a final order adopting this Stipulation, at its sole cost and expense, will demolish the crossing structure over Pumping Station Road, remove abutments to a point two (2) feet below finished ground level and slope embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. PennDOT will remain responsible for the maintenance of the roadway at its sole cost and expense.

4.5 Crossing No. 11, Hess Road, AAR/DOT# 518 197N -- Eden Township, at its sole cost and expense, will maintain the crossing structure carrying Hess Road over the former railbed, in compliance with the Order at PUC Docket No. A-107709 (Order entered December 28, 1987). The crossing at Hess Road was abolished pursuant to the Order at PUC Docket No. A-00111016 (entered March 7, 1995). Eden Township will continue to maintain the roadway at its sole cost and expense.

5. Providence Township (Property in Quarryville Borough)

5.1 In addition to the property described in paragraph 6.1 of this Stipulation, Conrail will quitclaim to the Providence Township all its right, title and interest in and to the land and improvements thereon comprising that portion of Conrail's former

Enola Branch from a point beginning in the east at the westwardly line of Eden Township and extending westwardly through the Borough of Quarryville to the eastern line of Providence Township.

5.2 Conrail will pay Providence Township a sum of \$150,000.00, in addition to those amounts referred to in paragraphs 6.2 and 6.3 of this Stipulation.

5.3 Crossing No. 12, State Street, AAR/DOT# 518 198V -- Maintenance responsibilities for the crossing structure have been heretofore assigned by the Public Utility Commission by Order at PUC Docket No. A-104032 (Order entered June 21, 1990), 50% to PennDOT and 50% to Conrail. PennDOT has separately agreed with Conrail to assume full responsibility for maintenance of the crossing structure and roadway, at its sole cost and expense, and nothing herein will be construed to impose any responsibility for maintenance upon the Borough of Quarryville or Providence Township.

5.4 Crossing No. 13, Lime Street, AAR/DOT# 518 199C -- Providence Township, at its sole cost and expense, will maintain the crossing structure over Lime Street. The Borough of Quarryville will maintain the roadway at its sole cost and expense.

5.5 Crossing No. 14, Church Street, AAR/DOT# 518 200U -- PennDOT and Conrail will execute a stipulation agreeing to the entry of an order by the Commission requiring PennDOT to undertake and complete any safety-related modifications which may be identified by inspection to be performed by PennDOT, which modifications include, but are not limited to, guiderail installation and repair of loose stones, and to continue to have sole responsibility to maintain Church Street (SR 2019) at PennDOT's sole cost and expense. Providence Township, at its sole cost and expense, will maintain the crossing structure over Church Street. PennDOT will maintain the road at its sole cost and expense.

6. Providence Township

6.1 In addition to the property described in paragraph 5.1 of this Stipulation, Conrail will quitclaim to Providence Township all its right, title and interest in and to the land and improvements thereon comprising that portion of Conrail's former Enola Branch from a point beginning at the western line of Quarryville Borough and extending westwardly to the eastern line of Martic Township.

6.2 Crossing No. 15, Oak Bottom Road, AAR/DOT# 518 201B; Crossing No. 21, Hollow Road (West), AAR/DOT# 518 207S; and Crossing No. 26, Sigman Road, AAR/DOT# 518 212N -- Conrail, at its own cost and expense, to a maximum cost of \$185,000.00, will remove the crossing structures at Oak Bottom Road, Hollow Road (West) and Sigman Road. Providence Township will reimburse Conrail

for costs incurred by it in excess of \$185,000.00. Conrail will pay to Providence Township the difference between Conrail's cost of removal, if less than \$185,000.00, and \$185,000.00. Alternatively to removal by Conrail, Providence Township may elect to remove one or more of said structures. Conrail agrees to perform its obligations under this paragraph, if any, through the use of a contractor.

6.3 In addition to the sums set forth above at paragraphs 5.2 and 6.2, Conrail will pay to Providence Township the sum of \$165,000.00.

6.4 Crossing No. 15, Oak Bottom Road, AAR/DOT# 518 201B -- Conrail, within one year after entry of a final order adopting this Stipulation, will demolish the crossing structure at Oak Bottom Road, remove abutments to a point two (2) feet below finished ground level, slope the remaining embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Providence Township will maintain the roadway at its sole cost and expense.

6.5 Crossing No. 16, US Route 222, AAR/DOT# 518 202H -- Conrail, within one year after entry of a final order adopting this Stipulation, at its sole cost and expense, will demolish the crossing structure on Route 222, remove abutments to a point two (2) feet below finished ground level, slope the remaining embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Conrail will undertake no work in connection with the existing roadway, which work and future maintenance, as necessary, will be the responsibility of PennDOT at its sole cost and expense.

6.6 Crossing No. 17, Fairview Road, AAR/DOT# 518 203P -- Providence Township will have no responsibility for the roadway or crossing structure at Fairview Road, which both will be the responsibility of PennDOT at its sole cost and expense.

6.7 Crossing No. 18, Cinder Road, AAR/DOT# 518 204W -- Providence Township will have no responsibility for the crossing structure at Cinder Road, responsibility for which is that of PennDOT by agreement with Conrail by virtue of the Order at PUC Docket No. A-104797 (Order entered November 16, 1983). Maintenance of the roadway will be the responsibility of PennDot at its sole cost and expense.

6.8 Crossing No. 19, Truce Road (formerly known as Rawlinsville Road), AAR/DOT# 518 205D -- Providence Township will have no responsibility for the crossing structure at Truce Road, responsibility for which is that of PennDOT by

agreement with Conrail by virtue of the Order at PUC Docket No. A-104797 (Order entered November 16, 1983). Maintenance of the roadway will be the responsibility of PennDot at its sole cost and expense.

6.9 Crossing No. 20, Hollow Road (East) (formerly known as Sawmill Road), AAR/DOT# 518 206K -- Providence Township will have sole responsibility for future maintenance of the crossing structure at Hollow Road (East) in compliance with the Order at PUC Docket No. I-00870050 (Order entered September 30, 1991). Providence Township will maintain the roadway at its sole cost and expense.

6.10 Crossing No. 21, Hollow Road (West), AAR/DOT# 518 207S -- Conrail will demolish the crossing structure on Hollow Road (West) and realign the roadway as necessary, remove abutments to a point two (2) feet below finished ground level, slope the remaining embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Conrail will not be responsible for the acquisition or the cost of acquisition of real property for the purpose of realignment of the roadway. Providence Township will thereafter maintain the roadway at its sole cost and expense.

6.11 Crossing No. 22, Sawmill Road, AAR/DOT# 518 208Y -- Providence Township, at its sole cost and expense, will be responsible for future maintenance of the crossing structure at Sawmill Road in compliance with the Order at PUC Docket No. I-870048 (Order entered April 29, 1992). Providence Township will maintain the roadway at its sole cost and expense.

6.12 Crossing No. 23, U.S. Route 272, NB, AAR/DOT# 518 209F -- PennDOT has separately agreed to undertake any currently needed maintenance and repair of the structure and has further agreed to undertake such additional work as it may deem desirable for the safety of highway travelers, including installation of guiderails and signage. Providence Township thereafter will maintain the crossing structure at its sole cost and expense. PennDOT will continue to have responsibility for maintenance and repair of the roadway, at its sole cost and expense, pursuant to the Order at PUC Docket No. A-80721 (Order entered July 26, 1954). Neither Conrail nor PennDOT will have responsibility for any walkway adjacent to the cartway.

6.13 Crossing No. 24, U.S. Route 272, SB, AAR/DOT# 518 210A -- Providence Township will maintain the crossing structure. PennDOT has agreed to undertake any currently needed safety-related modifications to the roadway at the structure. PennDOT will continue to have responsibility for maintenance of the roadway and adjacent culvert, at its sole cost and expense, pursuant to the Order at

PUC Docket No. A-80721 (Order entered July 26, 1954).

6.14 Crossing No. 25, Rawlinsville Road, SR 3009, AAR/DOT# 518 211G -- Providence Township will have no responsibility for future maintenance of the crossing structure at Rawlinsville Road, which responsibility is that of PennDOT by virtue of the Order at PUC Docket No. A-105510 (Order entered January 3, 1985). The crossing at Rawlinsville Road was abolished pursuant to the Order at PUC Docket No. A-00111016 (Order entered March 7, 1995). Maintenance of the roadway will be the responsibility of PennDot at its sole cost and expense.

6.15 Crossing No. 26, Sigman Road, AAR/DOT# 518 212N -- Conrail will remove the crossing structure at Sigman Road and restore the roadway as necessary, remove abutments to a point two (2) feet below finished ground level, slope the remaining embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Providence Township will thereafter maintain the roadway at its sole cost and expense.

7. Martic Township

7.1 Conrail will quitclaim to Martic Township all its right, title and interest in and to the land and improvements thereon comprising that portion of Conrail's former Enola Branch from a point beginning at the western line of Providence Township and extending through Martic Township to the eastern line of Conestoga Township.

7.2 Conrail will pay to Martic Township a total sum of \$100,000.00, exclusive of payments referred to in subparagraph 8.3, concerning the Martic Forge Bridge.

7.3 Crossing No. 27, Marticville Road, SR 324, AAR/DOT# 518 213V -- Martic Township, at its sole cost and expense, will maintain the crossing structure over Route 324. In the interim, PennDOT will progress a project for the realignment of State Route 324. If within two (2) years of entry of a final order approving this Stipulation there is no progression of the project and no funding commitment for the realignment of the roadway, the PennDOT will notify Martic Township that there will be no realignment project. Martic Township will then remove the structure within one (1) year of notice by PennDOT. Martic Township will remove the structure and restore the roadway as necessary, remove abutments to a point two (2) feet below finished ground level, slope the remaining embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing.

If the roadway is realigned to bypass the crossing, it is understood and agreed that Martic Township's obligation to demolish the structure pursuant to this stipulation will cease, although Martic Township at its option may remove or maintain the crossing structure thereafter. If, however, the crossing structure remains in place, Martic Township will barricade both entrances of the structure to vehicular traffic at its sole cost and expense and will maintain the structure and barricades. PennDOT retains responsibility for maintenance of the roadway at its sole cost and expense.

8. Martic and Conestoga Townships - The Martic Forge Bridge

8.1 Crossing No. 28, River Road - Martic Forge Bridge - Trolley Road (private road), AAR/DOT# 518 214C -- Conrail, at its sole cost and expense, within 18 months following entry of a final order adopting the provisions of this Stipulation, will cause the removal from the bridge of Amtrak's transmission line towers and resuspension of the line in a manner satisfactory to Amtrak. Thereafter, Martic Township and Conestoga Township, jointly and severally and at their sole cost and expense, will maintain the crossing structure. Conestoga Township will continue to maintain River Road at its sole cost and expense.

8.2 Conrail, within 120 days following removal of Amtrak's facilities, or 120 days following entry of a final order, whichever is later, will assure that presently existing barriers to access to the bridge deck are in good operating order and will provide to Martic and Conestoga Townships keys to any barrier gate locks.

8.3 Conrail will pay to Martic Township and Conestoga Township jointly the total sum of \$450,000.00, one-half of which will be paid within 120 days after entry of a final order by the Public Utility Commission, and one-half of which will be paid not later than one (1) year thereafter.

9. Conestoga Township

9.1 Conrail will quitclaim to Conestoga Township all its right, title and interest in and to the land and improvements thereon comprising that portion of Conrail's former Enola Branch from a point beginning at the eastern line of Conestoga Township and extending westwardly to the center line of Shenks Ferry Road; thence extending along the northern and eastern line of Conrail's former Enola branch to a point where the northern line of Brenner Hollow Road joins the eastern line of the Enola branch; thence extending at right angles to and across the center line of the Enola branch to a point to be determined; thence southwardly and eastwardly through property common to both the Enola branch and Conrail's Port Road branch by a line to be determined to a point at the southern and western line of the Enola branch where it joins property common to both the Enola branch and the Port Road; thence along the southern and western line of the Enola branch to the center line of Shenks Ferry Road.

Subject, however, to such restrictions as Conrail may reasonably impose to protect the stability of embankments adjacent to, and prevent intrusion of persons and objects upon, the Port Road. Reserving to Conrail, its assignees and successors and Amtrak, a permanent and unrestricted easement over the portion of the ground to be conveyed between the southern line of Brenner Hollow Road as projected across the Enola branch and the northern line of Brenner Hollow Road as projected across the Enola branch so as to provide full access to Amtrak, Conrail and their assignees.

The boundaries described in this paragraph will be surveyed at Conrail's sole expense, and drawn as set forth above, to the mutual satisfaction of the parties. Conrail and Conestoga Township will have no duty to provide lateral support to the property of the other.

9.2 Conrail will pay to Conestoga Township a total sum of \$100,000.00.

9.3 Crossing No. 29, Colemanville Road, AAR/DOT# 518 215J -- The crossing has been previously abolished and the crossing structure removed pursuant to the Order at PUC Docket No. C-860598 (Order entered May 23, 1990). Conestoga Township, at its sole cost and expense, will maintain the roadway. The crossing at Colemanville Road was abolished pursuant to the Order at PUC Docket No. A-00111016 (Order entered March 7, 1995).

9.4 Crossing No. 30, River Hill Road, AAR/DOT# 518 216R -- Conestoga Township, at its sole cost and expense, will be responsible for all future maintenance of the crossing structure at River Hill Road, in compliance with the Order at PUC Docket No. C-860598 (Order entered May 23, 1990). The crossing at River Hill Road was abolished pursuant to the Order at PUC Docket No. A-00111016 (Order entered March 7, 1995). Conestoga Township will maintain the roadway at its sole cost and expense.

9.5 Crossing No. 31, Greenhill Road, also known as Shenk's Ferry Road, AAR/DOT# 518 217X -- Conestoga Township, at its sole cost and expense, will maintain the crossing structure. In a manner consistent with past practice, Conestoga Township will maintain the roadway.

10. General Provisions

10.1 This Stipulation is entered into with the expectation of the parties that Conrail will execute quitclaim deeds in the form attached hereto for reference as Appendix B, and Agreements of Sale in the form attached hereto for reference as Appendix C, to effectuate the transfer of property called for under this Stipulation.

10.2 With respect to demolition or removal of any crossing structure spanning Conrail's property or carrying Conrail's former Enola Branch Rail Line over public roads, it is understood that the property is subject to an easement of Amtrak and that access to the former rail line from the public roads involved is required to be maintained in order to afford Amtrak and Conrail reasonable access for motor vehicles to enable Amtrak to conduct necessary maintenance upon its remaining pole line and, in Conestoga Township, to provide access for Conrail to its remaining property to the west. It will be the responsibility of the party demolishing any structure to provide access to the right-of-way acceptable to Amtrak for access and, with respect to demolition of the crossing structures over SR 324, and Shenk's Ferry Road, if demolished, access of Conrail to its remaining property. Conrail will provide access to the right-of-way for Amtrak, for the line west of Pumping Station Road, by providing access acceptable to Amtrak from Pumping Station Road; Conrail will provide access acceptable to Amtrak to the right-of-way both to the east and to the west from Oak Bottom Road upon demolition of the structure over those roads.

10.3 In the event that the terms of this stipulation are inconsistent with the terms of the forms attached hereto as appendices B and C then such inconsistencies shall be resolved in the following matter:

(a) With respect to the following matters, the provisions of this stipulation shall control:

(1) as to the description of the property to be quitclaimed, including the source of Conrail's title, until execution of agreements of sale by the municipalities or if none, upon delivery and acceptance of deeds;

(2) the disposition and future maintenance of public road structures upon that property;

(3) contracted undertaking of Conrail relative to demolition, grading and fencing, and the timing thereof;

(4) payments to be made by Conrail, and the timing thereof;

(5) Conrail's pre-conveyance duty to disclose:

(A) copies of all existing leases and licenses;

(B) violations of law or ordinance; and

(C) notice or special assessment;

(6) the approval of this Stipulation and other pre-conveyance prerequisites pertaining to the Townships' duties to accept the conveyance.

(b) With respect to the following matters (except that fencing required by paragraph 2.4 hereof to be installed by Conrail and barriers provided by paragraph 8.2 hereof as responsibility of Conrail shall remain responsibilities of Conrail) the provisions of Conrail's form of agreement of sale and quitclaim deed shall control:

- (1) Any obligation to install fencing.
- (2)
 - (A) Allocation of obligations to remediate;
 - (B) Definition of "Hazardous Substance(s)";
 - (C) Definition of "Remediate" and "Remediation";
 - (D) Indemnification arising out of or in connection with remediation;
 - (E) Releases as to those matters provided for in the quitclaim deed;
- (3) Adverse claims to title.
- (4) Lateral support (but nothing therein shall diminish Conrail's obligation to provide agreed upon slopes following removal of structures).
- (5) Ingress and Egress (except as expressly provided for by this stipulation).
- (6) Retention, removal and/or restoration costs of structures (except as expressly provided for in this stipulation).
- (7) Rail operations.

10.4 Except where specified otherwise, Conrail will perform its duties under this Stipulation pertaining to the demolition or improvement of crossings within one year after this Stipulation is finally approved by order of the Commission.

10.5 Except where specified otherwise, all payments by Conrail to

municipalities under this agreement will be made within 120 days after this Stipulation is finally approved by order of the Commission.

11. Environmental Assessment

11.1 Conrail has caused a Phase I Environmental Site Assessment of Enola Branch from mile post 4.03 to mile post 26.25 to be conducted by ENSR Corp., copies of the report of which have been provided to the parties hereto. The municipalities hereto have caused a separate Phase I Environmental Site Assessment to be conducted by Acer Engineers & Consultants, Inc., the cost of which investigation has been borne by Conrail. The results of those assessments have been taken into account by the parties hereto in arriving at the amounts of the financial considerations recited herein.

12. Integration and Merger

12.1 This Stipulation is binding on the parties hereto, their agents, successors and assigns.

12.2 This Stipulation and other agreements and documents referenced herein contain and set forth the entire agreement and understanding between the parties hereto, and there are no covenants, promises, agreements, or understandings, either oral or written, between said parties other than herein expressly set forth or referenced. No subsequent alteration, amendment, change or addition to this Stipulation will be binding on any party unless reduced to writing and signed by all parties.

12.3 In the event that the PUC, PennDOT or any appellate Court will fail or refuse to implement the terms and the conditions of this Stipulation or to allow the implementation of the terms and conditions of this Stipulation, then this Stipulation will be null and void and the parties will be in their original positions to proceed forward in their contested litigation.

12.4 Each municipality reserves the right to reject the terms of this Stipulation based upon defect of title to the property to be conveyed or existence of physical conditions, including environmental conditions, identified on the property (but not any defect in the structure of any crossing structure) until entry of a final order approving this Stipulation. In the event that a municipality exercises this right, then Conrail may withdraw its Stipulation as to property within that township.

12.5 The term "maintain" as used in this Stipulation, also includes, at the election of the party having responsibility to maintain any structure, removal of that structure.

13. Other Conditions Precedent to Performance

13.1 The transfer of Conrail's property interests pursuant to this Stipulation is conditioned upon and subject to approval of this Stipulation by the Pennsylvania Public Utility Commission and Conrail's obtaining approval for the subdivision of its property in Conestoga Township, as set forth in paragraph 9.1.

13.2 Any of the municipalities may terminate this Stipulation if any legal action is instituted to prevent or to challenge the transfer of Conrail's property interests to the municipalities.

13.3 Conrail agrees that, prior to the date of settlement, it will make a good faith effort to provide to municipalities copies of all existing leases and/or licenses known to it affecting the Enola Branch.

13.4 Prior to the transfer of property by Conrail to the municipalities, a representative of Conrail will disclose to the municipalities all violations of law or ordinances known to him pertaining to the Enola Branch. Any municipality will have the option to terminate this Stipulation prior to conveyance if the violation of law or ordinance is unacceptable to the municipality.

13.5 In the event any notice or special assessment affecting the Enola Branch is issued to Conrail after the date of execution of this Stipulation, any municipality may terminate this Stipulation if the notice or special assessment is unacceptable to the municipality affected by said notice or special assessment but only if such special assessment is made by a body not party to this stipulation.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be executed in their behalves by their appropriate representatives this ____ day of _____, 1997.

ATTEST:

BART TOWNSHIP

BY: Valerie L Keene
Secretary

BY: [Signature]
Chairman

ATTEST:

CONESTOGA TOWNSHIP

BY: Dianne M Sheffer
Secretary

BY: [Signature]
Chairman

ATTEST:

SADSBURY TOWNSHIP

BY: Linda M Swift
Secretary

BY: [Signature]
Chairman

ATTEST:

WEST SADSBURY TOWNSHIP

BY: Daniel M Stoltz
Secretary

BY: [Signature]
Chairman

ATTEST:

EDEN TOWNSHIP

BY: _____
Secretary

BY: [Signature]
Chairman

Sworn and subscribed before me this
15th day of February, 1997

James R. Caldwell

NOTARIAL SEAL
JAMES R. CALDWELL, Notary Public
Conestoga Twp., Lancaster Co., Pa.
My Commission Expires March 20, 1999

ATTEST:

BY: James R. Caldwell
Secretary

MARTIC TOWNSHIP

BY: Frank H. Paiffer
Chairman

ATTEST:

BY: Donna R. Brit
Secretary

PROVIDENCE TOWNSHIP

BY: David E. Duwall
Chairman

ATTEST:

BY: [Signature]

CONSOLIDATED RAIL CORPORATION

BY: K. J. Conway
TITLE: Sr. V.P. Operations

25498

DOV 28 1978

Document No.

PC-CRC-PP-199

@ 3:21 pm

DEED

THIS DEED IS MADE BY AND BETWEEN

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. MCARTHUR,

AS TRUSTEES OF THE PROPERTY OF

PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

(collectively "Grantor"), whose address is Six Penn Center,
Philadelphia, Pennsylvania 19104

AND

CONSOLIDATED RAIL CORPORATION,

a corporation organized and existing under the laws of the
Commonwealth of Pennsylvania ("Grantee"), whose address is 1818 Market Street,
Philadelphia, Pennsylvania 19103.

WHEREAS, the Debtor is a railroad in reorganization under Section 77 of the Federal Bankruptcy Act, 11 U.S.C. Sec. 205, and is a railroad in reorganization as that term is defined in the Regional Rail Reorganization Act of 1973 (Public Law 93-236, 87 Stat. 985), as amended ("Act"); and

WHEREAS, by orders of the United States District Court for the Eastern District of Pennsylvania entered in Pocket No. 70-347 the above-named individuals were duly appointed and are now serving as Trustees of the property of the Debtor; and

WHEREAS, the United States Railway Association, pursuant to Section 209 (c) of the Act, has certified to the Special United States District Court established pursuant to Section 209 (b) of the Act ("Special Court"), that the rail properties of the Debtor hereinafter described (except those hereinafter reserved and excepted) are to be transferred by the Grantor to the Grantee; and

WHEREAS, pursuant to Section 303 (b) (1) of the Act, the Special Court has ordered the Grantor to convey to the Grantee all of the Grantor's right, title and interest in such rail properties, free and clear of any liens or encumbrances as provided in Section 303 (b) of the Act:

NOW, THEREFORE, pursuant to the Order of the Special Court, the Grantor hereby grants and conveys to the Grantee:

A. All of the Grantor's right, title and interest, legal and equitable, in and to the real property located in the County of Lancaster, Commonwealth of Pennsylvania

as described in Exhibit A attached to this Deed as a part hereof, together with all of the appurtenances, hereditaments, franchises, ways, waters, minerals, rights, privileges, improvements, fixtures, licenses, leaseholds, reversions, easements, rights under operating, trackage and joint facility agreements, rents, issues, profits and other interests and items belonging to or in any way appertaining to such real property, including but not limited to all real property items that would properly be recorded in Accounts 1 through 45 and 90 of the Property Accounts prescribed by the Interstate Commerce Commission for Railroad Companies in its Uniform System of Accounts, 49 C.F.R. Part 1201, to the extent that such interests and items belong or in any way appertain to such real property, except as those interests and items belong or appertain to the real property hereinafter reserved and excepted.

B. 1. The easements and rights to use, operate, maintain, repair, renew, replace and remove on, under, over and across the real property hereinafter reserved and excepted ("Grantor's Burdened Property"), any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (each an "Easement Item") existing on and used or useful as of the date of delivery of this Deed as a part of any railroad communication, signal or interlocker system or as a part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the Grantor's Burdened Property to permit the exercise of the foregoing easements and rights, and the easement for lateral support of the real property conveyed by this Deed.

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B attached to this Deed as a part hereof and burdening certain real property hereinafter reserved and excepted.

3. The Grantee shall give the Grantor reasonable notice before entering on the Grantor's Burdened Property to exercise the easements and rights conveyed in this Paragraph B, and shall exercise such easements and rights (a) so as not to interfere unreasonably with the use and enjoyment of the Grantor's Burdened Property, (b) in compliance with generally applicable reasonable requirements established from time to time by the Grantor and (c) so as not to increase materially the burden on the Grantor's Burdened Property existing on the date of delivery of this Deed. The Grantee shall indemnify and save the Grantor harmless from any loss, damage or expense arising from the exercise of the foregoing easements and rights, without regard to negligence on the part of the Grantor or the Grantee. Upon request of and at the expense of the Grantor, the Grantee shall execute and deliver to the Grantor a deed or other instrument releasing the Grantee's rights in any part of the Grantor's Burdened Property that is not used or reasonably needed by the Grantee in the exercise of the easements and rights conveyed in this Paragraph B.

4. If the location of any Easement Item would interfere with any proposed use or sale of any part of the Grantor's Burdened Property, the Grantor may, at the Grantor's expense and after obtaining the Grantee's written consent, relocate the interfering Easement Item or cause the same to be relocated. Such consent will be granted unless (a) the Easement Item cannot be relocated as proposed by the Grantor without unreasonable interference to the Grantee's operations or without damage to the integrity of the system of which the Easement Item is a part or (b) the Grantee will not have reasonable access to the relocated Easement Item. If the Grantee has previously released its easements and rights in any real property as provided in Paragraph B. 3. and a relocated Easement Item falls, in whole or in part, within the area that has been so released, the Grantor and the Grantee shall exchange the following instruments promptly after the relocation is completed:

(a) The Grantor shall execute and deliver to the Grantee a supplementary deed of easement which conveys to the Grantee with respect to the relocated Easement Item the easements and rights described in this Paragraph B.

(b) The Grantee shall execute and deliver to the Grantor a deed or other instrument of release as provided in Paragraph B. 3.

5. The Grantor shall bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with all deeds and other instruments delivered pursuant to this Paragraph B.

RESERVING AND EXCEPTING, HOWEVER, TO THE GRANTOR:

C. All the respective right, title and interest of the Grantor, legal and equitable, in and to the real property described in Exhibit B attached to this Deed as a part hereof, but subject, however, to (a) the limitation of access thereto across the real property conveyed by this Deed as hereinafter provided and (b) the easements and rights conveyed pursuant to Paragraph B above.

D. 1. The easements and rights to use, operate, maintain, repair, renew, replace and remove on, under, over and across the real property conveyed by this Deed ("Grantee's Burdened Property"), any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (each an "Easement Item") existing on and used or useful as of the date of delivery of this Deed as a part of any railroad communication, signal or interlocker system or as a part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the Grantee's Burdened Property to permit the exercise of the foregoing easements and rights, and the easement for lateral support of the real property reserved and excepted from this conveyance.

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B to this Deed and burdening certain real property conveyed by this Deed.

3. The Grantor shall give the Grantee reasonable notice before entering on the Grantee's Burdened Property to exercise the easements and rights reserved and excepted in this Paragraph D, and shall exercise such easements and rights (a) so as not to interfere unreasonably with the use and enjoyment of the Grantee's Burdened Property, (b) in compliance with generally applicable reasonable requirements established from time to time by the Grantee and (c) so as not to increase materially the burden on the Grantee's Burdened Property existing on the date of delivery of this Deed. The Grantor shall indemnify and save the Grantee harmless from any loss, damage or expense arising from the exercise of the foregoing easements and rights, without regard to negligence on the part of the Grantee or the Grantor. Upon request of and at the expense of the Grantee, the Grantor shall execute and deliver to the Grantee a deed or other instrument releasing the Grantor's rights in any part of the Grantee's Burdened Property that is not used or reasonably needed by the Grantor in the exercise of the easements and rights reserved and excepted in this Paragraph D.

4. If the location of any Easement Item would interfere with any proposed use or sale of any part of the Grantee's Burdened Property, the Grantee may, at the Grantee's expense and after obtaining the Grantor's written consent, relocate the interfering Easement Item or cause the same to be relocated. Such consent will be granted unless (a) the Easement Item cannot be relocated as proposed by the Grantee without unreasonable interference to the Grantor's operations or without damage to the integrity of the system of which the Easement Item is a part or (b) the Grantor will not have reasonable access to the relocated Easement Item. If the Grantor has previously released its easements and rights in any real property as provided in Paragraph D. 3. and a relocated Easement Item falls, in whole or in part, within the area that has been so released, the Grantor and the Grantee shall exchange the following instruments promptly after the relocation is completed:

(a) The Grantee shall execute and deliver to the Grantor a supplementary deed of easement which conveys to the Grantor with respect to the relocated Easement Item the easements and rights described in this Paragraph D.

(b) The Grantor shall execute and deliver to the Grantee a deed or other instrument of release as provided in Paragraph D. 3.

5. The Grantee shall bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with all deeds and other instruments delivered pursuant to this Paragraph D.

E. All mineral rights owned by the Grantor in any parcel as to which an interest in the surface is not conveyed by this Deed.

TO HAVE AND TO HOLD the real property and the easements and rights hereby conveyed to the Grantee, free and clear of (a) any liens or encumbrances as provided in Section 303 (b) of the Act and (b) any and all easements and rights of access to the real property reserved and excepted from this conveyance across the real property conveyed by this Deed (except as otherwise provided in this Deed), even if such easements and rights would otherwise arise by reason of necessity, implication or other operation of law, statute, ordinance, rule or regulation of any governmental entity, BUT SUBJECT, HOWEVER, to (i) those easements and rights reserved and excepted in Paragraph D above, (ii) all existing licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation), and operating, trackage right and joint facility agreements and (iii) Operating Rights Grants, if any, from the Grantor to a third party conveyed concurrently with this conveyance and identified in Exhibit B to this Deed.

The Grantor hereby covenants that the Grantor will perform, execute, acknowledge and deliver any and all such further acts, deeds, assignments and other instruments as may be reasonably requested by the Grantee to convey, confirm, clarify, identify or more precisely describe the real property and the easements and rights conveyed by this Deed or intended so to be in order to carry out the intent of this Deed in light of the designations contained in the Final System Plan which has been certified to the Special Court by the United States Railway Association pursuant to the Act, and to effect the recordation of, or otherwise perfect, this Deed and all such other deeds, assignments and instruments under any applicable statute, ordinance, rule or regulation.

The Grantee hereby covenants that the Grantee will perform, execute, acknowledge and deliver any and all such further acts, deeds, assignments and other instruments as may be reasonably requested by the Grantor to confirm, clarify, identify or more precisely describe the real property and the easements and rights reserved and excepted from this conveyance or intended so to be in order to carry out the intent of this Deed in light of the designations contained in such Final System Plan, and to effect the recordation of, or otherwise perfect, this Deed and all such other deeds, assignments and instruments under any applicable statute, ordinance, rule or regulation.

By acceptance of this Deed, the Grantee (a) agrees to perform each of the obligations imposed on the Grantee by the terms of this Deed, and (b) assumes and agrees to perform and observe all obligations and conditions on the part of the Grantor or the Grantor's predecessor in title to be performed or observed that arise or accrue after the date of delivery of this Deed under all licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation) and operating, trackage right and joint facility agreements (subject, however, to the terms thereof) which are conveyed by this Deed and under those to which this conveyance is made subject, provided that the Grantee assumes no obligation or liability that arises after the date of delivery of this Deed out of any event, act or failure to act that occurred prior thereto and, where an obligation or liability is related to a period which is both before and after such date, the Grantee assumes only that portion of the obligation or liability which is reasonably allocable to the part of the period after such date. Concurrently with the delivery of this Deed, the Grantee is delivering to the Grantor a separate instrument executed by the Grantee acknowledging receipt and acceptance of this Deed and affirming the provisions of this paragraph.

All of the covenants of the Grantor and the Grantee, respectively, shall be deemed to be real covenants and shall run with the land.

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Deed so requires and, whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties.

This conveyance and the specific covenants of the Grantor are made by the Grantor as Trustees of the property of the Debtor, and not individually, and this conveyance is made without covenants of title or any warranties express or implied.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 30th day of March, 1976 by Malcolm V. Lane, Jr. being duly authorized so to do by order of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 70-347.

Signed and Acknowledged
in the Presence of:

Anna Freund
Anna Freund
Peter S. Reichert
Peter S. Reichert

ROBERT W. BLANCHETTE, RICHARD
C. BOND AND JOHN H. McARTHUR,
AS TRUSTEES OF THE PROPERTY OF
PENN CENTRAL TRANSPORTATION
COMPANY, DEBTOR
By Malcolm V. Lane, Jr. *Malcolm V. Lane, Jr.*
Malcolm V. Lane, Jr.
OFFICER

DISTRICT OF COLUMBIA, SS:

On this 30th day of March, 1976, before me, a Notary Public authorized to take acknowledgements and proofs in the District of Columbia, personally appeared Malcolm V. Lane, Jr., personally known to me to be the person whose name is subscribed to the foregoing Deed, bearing the same date as this certificate of acknowledgement, and acknowledged himself to be an Officer of Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of the Property of Penn Central Transportation Company, Debtor, and that as such Officer and being authorized so to do, he executed the foregoing Deed on behalf of and in the name of the Trustees as their free act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
Notary Public

This Instrument Prepared By:

United States Railway Association
Pursuant to the Act

11/31/80

EXHIBIT A

TO THE DEED BY AND BETWEEN

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR,

AS TRUSTEES OF THE PROPERTY OF

PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Lancaster, Commonwealth of Pennsylvania

For the purpose of each description contained in this Exhibit A (and solely by way of illustration and not by way of limiting the generality of the term "adjacent"), adjacency shall be deemed to exist without regard to the existence of any public or private street, highway, alley or other way between one part of the Grantor's real property and another.

This Exhibit A consists of pages A-1 through A-7 inclusive.

Document No.

PC-CRC-RP-199

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Philadelphia-Pittsburgh and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line enters the County near Christiana, passes through Leaman Place, Lancaster, and Landisville, and leaves the County near West Donegal.

The line of railroad described herein is identified as Line Code 1302 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-199

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Susquehanna (A&S) Branch, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line enters the County near Sadsbury, passes through Quarryville, and Columbia, and leaves the County near the Susquehanna River Crossing (Shocks Bridge) in Conoy..

The line of railroad described herein is identified as Line Code 1323 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-199

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Columbia Branch; and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Lancaster, connecting to another line of railroad known as Penn Central Philadelphia - Pittsburgh Main Line, passes through Mountville and Columbia, and leaves the County near Conewago Creek in Conoy.

The line of railroad described herein is identified as Line Code 1327 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-199

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the New Holland Secondary Track, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line enters the County near Caernavoh, passes through New Holland, and terminates in the County at a connection with the Philadelphia - Pittsburgh Main Line in Lancaster.

The line of railroad described herein is identified as Line Code 1333 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-199

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being The Penn Central Transportation Company's line of railroad known as the Quarryville Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Lancaster, connecting to another line of railroad known as Penn Central Philadelphia-Pittsburgh Main Line, passes through West Willow and New Providence and terminates in the County near the A&S Branch near Second Street in Quarryville.

The line of railroad described herein is identified as Line Code 1334 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-199

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Lebanon Secondary Track, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near West Donegal, connecting to another line of railroad known as Penn Central Philadelphia - Pittsburgh Main Line and leaves the County near Campbellton Road at Bellaire in Mount Joy.

The line of railroad described herein is identified as Line Code 1335 in the records of the United States Railway Association.

EXHIBIT B

TO THE DEED BY AND BETWEEN

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR,

AS TRUSTEES OF THE PROPERTY OF

PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Lancaster, Commonwealth of Pennsylvania

RESERVED AND EXCEPTED BY THE GRANTOR

Each map referred to in this Exhibit B bears the Document Number which appears hereon. A copy of each map is on file in the office of the United States Railway Association and a copy of each map has been certified by the United States Railway Association to the Special Court and filed in the office of the Clerk of the Special Court in the United States District Courthouse in Washington, D.C.

The United States Railway Association has delivered a copy of each such map to both the Grantor and the Grantee and has certified on each such copy that it is a true copy of the map filed in the office of the Clerk of the Special Court.

This Exhibit B consists of the following pages only: B-1, B-1a, B-1c, B-2, B-3, B-4, B-5, B-5a, B-6, B-6a, B-7, B-8, B-10-Revised,, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20, B-21-Revised, B-22, B-23, B-24, B-25, B-26, B-26-A,, B-27, B-28, B-29, B-30, B-31-Revised, B-32-Revised, B-33, B-34, B-35, B-36, B-37.

All that parcel of land situate in the City of Lancaster, County of Lancaster, Commonwealth of Pennsylvania, being designated Parcel No. PAK 030 05-8 on Railroad Valuation Map Nos. 500-2004-1-64-2 and 500-2004-1-63-2, both of which revised to December 31, 1961, being all of the land of the Penn Central Transportation Company, as shown on the Map, bounded and described as follows:

Beginning at the intersection of the northerly line of Walnut Street and with the westerly line of Market Street;

Thence, extending northwardly along said line of Market Street, 410 feet, more or less, to a corner of land of others; thence, extending westwardly by land of others, 250 feet, more or less, to the easterly line of Prince Street;

Thence, southwardly 410 feet, more or less, along the easterly line of Prince Street, to said line of Walnut Street;

Thence, eastwardly 250 feet, more or less, on the northerly line of Walnut Street, to the place of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1302-68.

All that parcel of land situate in the City of Lancaster, County of Lancaster, and Commonwealth of Pennsylvania, being designated Parcel No. PAK 030 16-2 on Railroad Valuation Map No. 500-8004-1-63-2 as, revised to December 31, 1965 and being all the land of the Penn Central Transportation Company as shown on the Map bounded and described as follows:

Beginning at a point on the westerly line of Market Street at the intersection with the southerly line of Walnut Street;

Thence, extending in a westerly direction 210 feet, more or less, along Walnut Street, to the southwest line of the right-of-way of tracks of the Penn Central Transportation Company;

Thence, extending 380 feet, more or less, along the said right-of-way line to a point on the westerly line of Market Street;

Thence, extending 320 feet, more or less, northwesterly along the westerly line of Market Street, to the place of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1302-68.

Document No.

PC-CRC-RP-199

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad as described in Exhibit A of this Deed, and is identified as Line Code 1302-68 in the records of the United States Railway Association, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to said line of railroad except the following described part or parts thereof:

Situate in the City of Lancaster, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the industrial lead and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially northerly of the following described lateral cut line:

Beginning at a point opposite Station 86+55 on the northerly property line of said Railroad, distant 50 feet northwardly, at right angles, from the centerline of the main line tracks of said Railroad; thence, eastwardly 75 feet, more or less, parallel to said centerline to a point opposite Station 85+80 on said northerly property line of said Railroad, the point of ending, as shown on Railroad Valuation Map No. V-2.11/2, as revised to December 31, 1967.

The part of the line of railroad described herein begins at the lateral cut line in Lancaster near Manheim Road.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1302-68.

Document No.

PC-CRC-RP-199

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad as described in Exhibit A of this Deed, and is identified as Line Code 1302-68 in the records of the United States Railway Association, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to said line of railroad except the following described part or parts thereof:

All that parcel of land situated in the City of Lancaster, County of Lancaster, and Commonwealth of Pennsylvania being designated as Parcel No. 1302-68B on Railroad Valuation Map Number V-2.11/2, as revised to December 31, 1967; and being all of the land of the Penn Central Transportation Company, as shown on the Map, which lies northerly and northeasterly of the following described line:

Beginning at a point on the eastern property line of said railroad, opposite Station 55+07, distant 120 feet northwardly, at right angles, from the centerline of the mainline tracks; thence, northwestwardly 60 feet, more or less, parallel to said centerline to a point on the northeastern edge of a Stone Wall; thence, southwestwardly 947 feet, more or less, along said Stone Wall to a point opposite Station 64+90; thence, northwestwardly 167 feet, more or less, along the southeastern prolongation of, and the concrete wall, to the intersection of the eastern boundary of the Lititz Turnpike and the western boundary of said Railroad property, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1302-68.

Document No.

PC-CRC-RP-199

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad as described in Exhibit A of this Deed, and is identified as Line Code 1302-70 in the records of the United States Railway Association, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to said line of railroad except the following described part or parts thereof:

All that parcel of land situated in the City of Lancaster, County of Lancaster, and Commonwealth of Pennsylvania, being designated as Parcel 1302-70 on Railroad Valuation Map No. V-2.11/3, as revised to December 31, 1961; and being all of the land of the Penn Central Transportation Company, as shown on the Map, which lies within the following described lines;

Beginning at the Match Mark for Sheet No. 2 and 3 Station 105+60 at a point on the southerly property line of said Railroad; thence, North 73° West 670 feet, more or less, along said southerly property line to a point on the centerline of New Reading Road;

Thence, South 27° West 12 feet, more or less, along said centerline of New Reading Road to a point on the northeastern line of Market Street; thence, North 33° West 160 feet, more or less, along the northwestern prolongation of said northeastern line to a point 27 feet distant measured northwardly, at right angles, from the centerline of the Columbia Branch tracks of said Railroad; as it was located on December 1, 1975;

Thence, eastwardly 790 feet, more or less, parallel to said centerline to a point on said Match Mark;

Thence, southwardly 60 feet, more or less, along said Match Mark across said Columbia Branch tracks, to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1302-70.

Document No.

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Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad as described in Exhibit A of this Deed, and is identified as Line Code 1302-70 in the records of the United States Railway Association, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to said line of railroad except the following described part or parts thereof:

All that parcel of land situated in the City of Lancaster, County of Lancaster, and Commonwealth of Pennsylvania, being designated as Parcel 1302-70 on Railroad Valuation Map No. V-2.11/3 as revised to December 31, 1961; and being all of the land of the Penn Central Transportation Company, as shown on the Map, which lies within the following described lines:

Beginning at a point on the southern corner of the intersection of New Reading Road and Market Street; thence, South 27° West 94 feet, more or less, along the western line of said New Reading Road to a point; thence, North 34° West 490 feet, more or less, along the southwestern property line of said Railroad parallel to the Reading and Columbia Railroad to a point; thence, South 40° West 12 feet, more or less, to a point; thence, North 35° West 190 feet, more or less, along the southwestern property line of said Railroad; thence, North 32° East 28 feet, more or less, to a point; thence, North 39° West 420 feet, more or less, along said southwestern property line, as shown on said Map, to a point distant 57 feet southwestwardly and radially, from the centerline of the mainline tracks to Harrisburg; thence, southeastwardly 670 feet, more or less, parallel to said centerline of the mainline tracks to a point; thence, South 28° 105 feet, more or less, to a point; thence, South 53° East 360 feet, more or less, along the property line to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1302-70.

All that parcel of land situate in the Township of Mount Joy, County of Lancaster, and Commonwealth of Pennsylvania, being designated Parcel No. PAK 10G 11-5 on Railroad Valuation Map No. 500-8004-3-12-2, as revised to December 31, 1950, being all the lands of the Penn Cental Transportation Company, as shown on the Map, bounded and described as follows:

Beginning on the Mount Joy Township-Mount Joy Borough Line at a point 100 feet north and at right angles from the centerline of the Penn Central Transportation Company, as it was located on November 18, 1975;

Thence, from said beginning point in a northwesterly direction 1,520 feet, more or less, to a point, said point being 20 feet measured southerly of centerline and radially from the centerline of a spur track, as it was located on November 18, 1975;

Thence, in an easterly direction and parallel to said spur track 1,540 feet, more or less, to a point lying in the Mount Joy Township-Mount Joy Borough Line;

Thence, along the last mentioned line in a southwesterly direction 310 feet, more or less, to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1302-81.

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Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad as described in Exhibit A of this Deed, and is identified as Line Code 1302-81 in the records of the United States Railway Association, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to said line of railroad except the following described part or parts thereof:

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as an industrial lead and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially easterly of the following described lateral cut line excluding the unowned portion of Harrisburg and Lancaster Turnpike:

Beginning at a point on the northern property line of said Railroad distant 72 feet northwardly, at right angles, from the centerline of the mainline tracks opposite Station 4274+20;

Thence, southwardly 37 feet, more or less, at right angles, to said industrial spur to a point 18 feet southwardly from the centerline of said spur's right of way being the right of way's southern property line;

Thence, South 81° East 1,911 feet, more or less, along said right of way property line to a point on the boundary line between East Donegal Township and the Borough of Mount Joy, the point of ending, as shown on Railroad Valuation Map No. V-2.3/12, as revised to December 31, 1950.

The part of the line of railroad described herein begins at the lateral cut near Florin in Mount Joy Township.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1302-81.

All that parcel of land situate in Township of West Donegal, County of Lancaster, Commonwealth of Pennsylvania being designated Parcel No. PAK 100 19-7 on Railroad Valuation Map No. 500-8004-3-20-2, as revised to December 31, 1956, and being all of the land of the Penn Central Transportation Company, as shown on the Map, generally easterly of the following described lines:

Beginning at a point on a line parallel to and distant 90 feet measured northeastwardly and at right angles from centerline between the tracks of former Pennsylvania Railroad, Philadelphia Division-Mad Line, as it was located November 18, 1975, said point being on the northerly right-of-way line of Mount Vernon Road;

Thence, northwestwardly parallel to said tracks a distance of 1150 feet, more or less, to a point on the northeasterly right-of-way line of the former Mount Vernon Road;

Thence, northwestwardly along said right-of-way a distance of 90 feet to a point;

Thence, northeastwardly 20 feet, more or less, to a point measured 15 feet southerly and radially from the centerline of the tracks of former Pennsylvania Railroad, Philadelphia Division, Lebanon Branch, as it was located November 18, 1975;

Thence, parallel to said tracks along a curve 1250 feet; to a point, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1302-89.

All that parcel of land situate in the Township of Bart, County of Lancaster, Commonwealth of Pennsylvania, being designated Parcel No. PAK 060 01-3 on Railroad Valuation Map No. 500-8007-7-10-2, as revised to December 31, 1958, and being all of the land of the Penn Central Transportation Company as shown on the Map, which lies southerly of the following described line:

Beginning at a point at a corner of land of others, measured 130 feet, southwardly and at right angles from the centerline of railroad of said Transportation Company, at a point therein distant 560 feet, more or less, measured eastwardly from the centerline of C.H. Bridge No. 276 (53.76);

Thence, extending eastwardly 1790 feet, more or less, to a point in a corner of land of others, said point being 100 feet distant, measured southwardly and at right angles from said railroad centerline, the ending point.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1323-9.5.

All that parcel of land located in the Township of Providence, County of Lancaster, and Commonwealth of Pennsylvania, being designated Parcel No. PA K000 A0-5 on Railroad Valuation Map No. 500-8007-7-16-2, as revised to December 31, 1942, and being all of the land of the Penn Central Transportation Company, Atglen & Susquehanna Branch, as shown on the Map, which lies northeasterly of the following described lines:

Beginning at a point to a corner in the line of land of others distant 100 feet, measured northeasterly and radially from the centerline of right-of-way of the railroad which is 2095 feet, more or less, measured southeast along the said parallel line from the northeasterly prolongation of the centerline of U.G. Bridge No. 15.91 (59.91); thence, southeastwardly parallel to said centerline a distance of 1085 feet, more or less, to a point at a corner of land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1323-15.4.

All that parcel of land situate in the Township of Martio, the County of Lancaster, and the Commonwealth of Pennsylvania, being designated Parcel No. PA.K000 A1-7 on Railroad Valuation Maps Nos. 500-8007-7-23-2 as revised to December 31, 1959; and 500-8007-7-22-2 as revised to December 31, 1942, and being all of the land of The Manor Real Estate Company and all of the land of the Penn Central Transportation Company, as shown on the Maps, which lies southerly and southeasterly of the following described line:

Beginning on a northeasterly line of land of other owners at a point thereon distant 200 feet, measured southwardly and at right angles from the centerline of the railroad of the said Transportation Company, at a point on the said centerline which is distant 315 feet, more or less, measured eastwardly along the said centerline from another point thereon at the said Transportation Company's Mile Post 23;

Thence, extending eastwardly and northeastwardly, parallel and concentrically with the said centerline 7,285 feet, more or less, to a point on the southwesterly line of land of other owners, the point of ending.

The above described parcel is identified in the records of the United States Railway Association as Line Code 1323-22.5.

All that parcel of land situate in Township of Manor, in the County of Lancaster, and the Commonwealth of Pennsylvania, being designated Parcel No. PAK 000 A44 on Railroad Valuation Map No. 500-8007-7-31-2, as revised to December 31, 1959, and being all of the land of Penn Central Transportation Company, as shown on the Map, which lies between the land of David Eshelman and John B. Neff and northeasterly of the following described line:

Beginning at a point on the southwest corner of land of David Eshelman and distant 50 feet, more or less, measured southeasterly from a point on the northeast prolongation of the centerline of U. G. Bridge No. 30.15 (74.15);

Thence, in a straight line for a distance of 2,200 feet, more or less, measured northwesterly from the southwest corner of land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1323-30.1.

All that parcel of land situate in the Borough of Columbia, County of Lancaster, and Commonwealth of Pennsylvania, being designated Parcel No. PA K110 04-6 on Railroad Valuation Map Nos. 500-8004-2-10-2, as revised to December 31, 1966, and 500-8004-2-ST11-2, as revised to December 31, 1961, being all of the land of the Penn Central Transportation Company, as shown on the Map, which lies northeasterly of the following described line:

Beginning at a point distant 200 feet, more or less, measured southeasterly and at right angles to the southeasterly right-of-way line of Mill Street and 35 feet, more or less, radially in a northeasterly direction from the original centerline of the right-of-way of the Columbia Branch of said Railroad;

Thence, in a southeasterly direction parallel to the original centerline of said Railroad for a distance of 2175 feet, more or less, to a point on the westerly line of U.G. Bridge No. 79.18, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1323-39.

All that parcel of land situate in the Borough of Columbia, County of Lancaster, Commonwealth of Pennsylvania, being designated Parcel No. PA K110 05-8 on Railroad Valuation Map No. 500-8004-2-10-2, as revised to December 31, 1966, and being all of the land of the Penn Central Transportation Company, as shown on the Map, which lies within the following described courses and distances:

Beginning at a point 350 feet, more or less, southwesterly from the intersection point of the southwardly prolongation of the east right-of-way line of Plane Street and the northwestwardly prolonged southeasterly right-of-way line of unnamed street, said point to also be 40 feet southwest and radially from the original centerline of the Penn Central Transportation Company, Columbia Branch, near Station 514 + 51, more or less; thence, (1) on a line from that point in a southeasterly direction and parallel to and concentric with said centerline of the Penn Central Transportation Company, Columbia Branch, a distance of 530 feet, more or less, to a point on a corner of land of others; thence, (2) extending in a southwesterly direction, a distance of 225 feet, more or less, along the land of others to a point on the northeasterly right-of-way line of unnamed road, said point being 35 feet, more or less, northeast and radially to the track centerline of The Philadelphia, Baltimore and Washington Railroad Manor Siding; thence, (3) in a northwesterly direction parallel to and concentric with the last mentioned centerline, a distance of 450 feet, more or less, to a point; thence, (4) northeastwardly on a curve to the right 90 feet, more or less, along the southeast side of unnamed road to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1323-39.

All that parcel of land situate in the Borough of Columbia, County of Lancaster, and Commonwealth of Pennsylvania, being designated as Parcel No. PA K110 07-3 on Railroad Valuation Map No. 500-8004-2-ST11-2, as revised to December 31, 1961, and being all the land of the Penn Central Transportation Company, as shown on the Map, which is bounded and described as follows:

Beginning at a point of intersection of the northwesterly right-of-way line of Walnut Street and the northeasterly right-of-way line of an unnamed street; thence, extending northeasterly a distance of 210 feet along the northwesterly line of Walnut Street, to a point; thence, extending northwestwardly, at right angles to the last described course, a distance of 155 feet along the line of land of others, to a point; thence, extending southwestwardly, at right angles to the last described course, a distance of 210 feet to a point on the northeasterly line of an unnamed street; thence, extending southeastwardly, at right angles to the last described course, along said line of unnamed street a distance of 155 feet, more or less, to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1323-39.

All that parcel of land situate partly in the Borough of Marietta, and partly in the Township of East Donegal, County of Lancaster, and Commonwealth of Pennsylvania, being designated Parcel No. PA K110 12-3 on Railroad Valuation Map Nos. 500-8004-31-3-2, as revised to December 31, 1938, 500-8004-31-4-2, as revised to December 31, 1967, and 500-8004-31-5-2, as revised to December 31, 1957, and being all the land of the Penn Central Transportation Company, as shown on the Map, which lies westerly, southeasterly and southerly of the following described lines:

Beginning at a point distant 410 feet measured southerly and at right angles from the centerline of the northerly main track of said Transportation Company, as it was located on December 11, 1975, which point is opposite said Transportation Company's Milepost 83/274, Susquehanna Branch;

Thence, extending in a northerly direction at right angles to said centerline 135 feet, more or less, to a point distant 275 feet measured southerly and at right angles from the centerline of said main track, and distant 25 feet measured southwestwardly and radially from centerline of the southerly main track of said Transportation Company;

Thence, extending in a northwesterly and westerly direction parallel and concentric to the centerline of the southerly main track of said Transportation Company 14,765 feet, more or less, to a point, which point is opposite a point in the last mentioned centerline which is 1100 feet, more or less, measured southeastwardly along said last mentioned centerline from another point therein opposite said Transportation Company's Milepost 44, Columbia Branch;

Thence, extending southwestwardly, 300 feet, more or less, to a point in the northeasterly line of the Susquehanna River, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1323-42.

All that parcel of land situate in the Townships of Conoy and East Donegal, County of Lancaster, and Commonwealth of Pennsylvania, being designated as Parcel No. PAK 100 05-7 on Railroad Valuation Map Nos. 500-8007-7-44-2, as revised to December 31, 1939, 500-8007-7-45-2, as revised to December 31, 1939, 500-8007-7-46-2, as revised to December 31, 1943, and 500-8007-7-47-2, as revised to December 31, 1940, being all the land of the Penn Central Transportation Company, as shown on the Map, which lies southerly of the following described line:

Beginning at a point, said beginning point being located by measuring along the centerline of railroad in a southwesterly direction 70 feet, more or less, from the face of the northeasterly abutment of Bridge No. 46.43; thence, in a southeasterly direction and at right angles to the centerline of railroad, the distance of 100 feet to the point of beginning; thence, from the point of beginning, in a northeasterly and then southeasterly direction parallel and concentric to the centerline, 12,710 feet, more or less, to a point on the line of land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1323-43-46.

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All that parcel of land situate in the Township of East Donegal, County of Lancaster, and Commonwealth of Pennsylvania, being designated Parcel No. PAK 100 06-9 on Railroad Valuation Map Nos. 500-8007-7-43-2, 500-8007-7-44-2 and 500-8007-7-45-2, all Maps as furnished to the United States Railway Association on March 18, 1976, and being all the land of the Penn Central Transportation Company, as shown on the Map, which lies north-easterly of the following described line:

Beginning at a point on a southeasterly line of land of others distant 50 feet measured northeastwardly and at right angles from the centerline of the northeasternmost main track of the railroad of said Transportation Company, as it was located on March 18, 1976, at a point therein distant 905 feet, more or less, measured southeastwardly along said centerline from the centerline of Bridge No. 44.49 (4.56); thence, south-eastwardly, parallel with said centerline of track 7795 feet, more or less, to a point on a line of land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1323-43-46.

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Columbia Branch, and is described in Exhibit A of this Deed, and is identified as Line Code 1327-68.4 in the records of the United States Railway Association, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to said line of railroad except the following described part or parts thereof:

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Columbia Branch and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially southwesterly of the following described lateral cut line:

Beginning at a point on the southwestern property line of said railroad property, opposite Station 126+39;

Thence, northeastwardly 50 feet, more or less, at right angles, from said southwestern property line to a point on the northeastern property line of said Railroad, distant 8 feet southeastwardly, at right angles from the centerline of the Reading and Columbia Railroad, as it was located on December 1, 1975;

Thence, southeastwardly 1212 feet, more or less, along said northeastern property line to its intersection with the southeastern property line of said railroad property, the point of ending, as shown on Railroad Valuation Map Nos. V-2.11/3, and V-2.3/1, as revised to December 31, 1961, and 1967 respectively.

The part of the line of railroad described herein begins at the lateral cut line near Market Street, in Lancaster, and extends to the County line near Conewago Creek, in Conoy.

The lateral cut line is identified as Line Code 1327-68.4 in the records of the United States Railway Association.

Document No.

PC-CRC-BP-199

All that parcel of land located at Mountville, situate in the Town of West Hempfield, County of Lancaster, and Commonwealth of Pennsylvania, being designated Parcel No. PA K020 02-1 on Railroad Valuation Map No. 500-8004-2-7-2 as revised to December 31, 1959, and being all of the land of Penn Central Transportation Company, as shown on the Map, which lies northwesterly of the following described line:

Beginning at a point on the westerly line of Manor Street distant 30 feet measured northwestwardly and radially from the centerline of the northernmost main track of the railroad of said Transportation Company as it was located on November 24, 1975;

Thence, southwestwardly, parallel with said centerline of track, 985 feet, more or less, to a point on the easterly line of a cinder crossing, the point of ending.

The above described parcel or parcels are identified in the records of The United States Railway Association as Line Code 1327-76.

V. 2/7/7

All that parcel of land situate in Township of West Hempfield, County of Lancaster, and Commonwealth of Pennsylvania, being designated Parcel No. PA K110 01-9 on Railroad Valuation Map Nos. 500-8004-2-8-2, as revised to December 31, 1938, and 500-8004-2-9-2, as revised to December 31, 1950, and being all of the land of the Penn Central Transportation Company, as shown on the Map, lying southerly of the following described line:

Beginning at a point at the corner of land of others, distant 55 feet, measured southwardly, at right angles, from the original centerline of railroad of Penn Central Transportation Company, at a point therein distant 1760 feet, measured westwardly along said centerline from another point therein on centerline of U.G. Bridge No. 77.19;

Thence, extending in an easterly direction 1160 feet to a point at the corner of land owned by Philip Carr, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1327-77-78.

All that parcel of land situate in Township of West Hempfield, County of Lancaster, and Commonwealth of Pennsylvania, being designated Parcel No. PA K 110 02-2 on Railroad Valuation Map No. 500-8004-2-9-2, as revised to December 31, 1950, and being all of the land of the Penn Central Transportation Company, as shown on the Map, lying southeasterly of the southeasterly line of land of others, and southerly of the following described line:

Beginning at a point at the corner of land of others, distant 60 feet, measured southwardly, radially, from the original centerline of railroad of Penn Central Transportation Company, at a point therein distant 125 feet, more or less, measured eastwardly along said centerline from another point therein on the centerline of Bridge No. 72.12;

Thence, extending in a westerly direction, parallel to said original centerline 1090 feet, more or less, to a point at the corner of land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1327-77-78.

All that parcel of land situate partially in the Township of East Donegal, and partially in the Township of West Hempfield, County of Lancaster, and Commonwealth of Pennsylvania, designated as Parcel No. PA K110 11-1 on Railroad Valuation Map Nos. 500-8004-31-2-2, as revised to December 31, 1943, and 500-8004-31-1-2 as revised to December 31, 1938, being all the land of the Penn Central Transportation Company, as shown on the Map, which consists of all the right-of-way of the former Columbia Branch, currently carried in the Penn Central Timetables as the Susquehanna Branch, in the Township of East Donegal which lies 1900 feet northwesterly of the dividing line with West Hempfield, and all the land in the Township of West Hempfield which lies northeasterly of the following described line:

Beginning at a point on the dividing line of East Donegal Township and West Hempfield Township in the centerline of Chiques Creek and northeastwardly 50 feet measured radially from the centerline of railroad of the former Pennsylvania Railroad Atglen and Susquehanna Branch;

Thence, southeastwardly parallel to said centerline of railroad 6,130 feet to a point;

Thence, northeastwardly, radially to the previous course 55 feet, more or less, to a point on the land of others the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1327-80-81.

All that parcel of land situate in the Borough of Marietta, in the County of Lancaster, and Commonwealth of Pennsylvania, being designated Parcel No. PAK110 13-5 on Railroad Valuation Map No. 500-8004-31-3-2, as revised to December 31, 1938, and being all the land of the Penn Central Transportation Company, as shown on the Map, bounded and described as follows:

Beginning at a point at the intersection of the westerly line of Bank Street and the southerly line of Front Street;

Extending from said beginning point the following four courses and distances: (1) westwardly along said southerly line of Front Street 815 feet, more or less, to a point in the easterly line of Aaron Street; thence, (2) southwardly along said easterly line of Aaron Street 30 feet, more or less, to a point; thence, (3) eastwardly parallel to southerly line of Front Street 815 feet, more or less, to a point westerly line of Bank Street; thence, (4) northwardly along said westerly line of Bank Street 30 feet, more or less, to place of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1327-83.

All that parcel of land situate in the Township of Conoy, County of Lancaster, and Commonwealth of Pennsylvania, being designated Parcel No. PAK 100 A0-7 on Railroad Valuation Map Nos. 500-8004-31-8-2, as revised to December 31, 1938, and 500-8004-31-9-2, as revised to December 31, 1949, being all of the land of the Penn Central Transportation Company, as shown on the Map, which lies southwesterly and southeasterly of the following described lines:

Beginning at a point distant 25 feet, measured southwestwardly, at right angles, from the centerline of near track of the Penn Central Transportation Company, as it was located on October 31, 1975, at a point therein distant 810 feet, measured northwestwardly along said centerline from another point therein opposite said Transportation Company's Milepost 88/269;

Thence, extending in a northwesterly direction, parallel to said centerline, 8,230 feet, to a corner; thence, southwestwardly at right angles to previously described course, 40 feet, to a point in the line of land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1327-88.0-89.8.

All that parcel of land situate in the Township of Conoy, County of Lancaster, and Commonwealth of Pennsylvania, being designated as Parcel No. PA. K100 48-8 on Railroad Valuation Map Nos. 500-8004-31-10-2, as revised to December 31, 1960, 500-8004-31-11-2, as revised to December 31, 1960, 500-8004-31-12-2, as revised to December 31, 1960, 500-8004-31-13-2, as revised to December 31, 1960, and 500-8004-31-14-2, as revised to December 31, 1960, being all the land of the Penn Central Transportation Company, as shown on the Map, which lies westerly of the following described lines:

Beginning at a point distant 40 feet southwestwardly at right angles from the centerline of right-of-way of the Susquehanna Branch of the former Pennsylvania Railroad at Station 1069 + 99, said point being distant 660 feet, more or less, southeastwardly along said centerline from the center point of U.G. Bridge No. 89.82 (14) which carries said railroad over Conoy Creek;

Thence, northwestwardly parallel and concentric to said centerline 11,300 feet, more or less, to a point of lands of others, in the vicinity of Station 1181 + 35;

Thence, northwestwardly, deflecting to the left from the previous courses, along the southwesterly line of lands of others and the northeasterly line of lands of the former Pennsylvania Canal Company, 3500 feet, more or less, to a point opposite Station 1216 + 10 on a corner of lands of others;

Thence, northeastwardly along the lands of others 579.28 feet, more or less, to a point distant 35 feet southwestwardly at right angles from the aforesaid centerline of right-of-way;

Thence, northwestwardly parallel to said centerline 100 feet to a point on a corner of lands of others;

Thence, southwestwardly along the lands of others 580 feet, more or less, to a point in a corner of lands of others;

Thence, northwestwardly along the southwesterly line of lands of others and the northeasterly line of lands of the former Pennsylvania Canal Company, 5990 feet, more or less to a point in the vicinity of Station 127950, a corner in the line of land of others;

Thence, northeastwardly along the lands of others 45 feet, more or less, to a point distant 40 feet southwardly at right angles from the aforesaid centerline of railroad;

Thence, northwestwardly parallel to said centerline of railroad 5595 feet, more or less, to station 133399, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1327-89.8-94.5.

Document No.

PC-CRC-RP-199

All that parcel of land located at Narvon, situate in the County of Lancaster, and Commonwealth of Pennsylvania, designated as Parcel No. PA K050 07-5 on Railroad Valuation Map No. 500-8007-5-23-2, as revised to December 31, 1961, being all lands of the Penn Central Transportation Company and Manor Real Estate Company, as shown on the Map, which lie northerly of the following described line:

Beginning at an angle point on the northerly railroad property line at Station 1206 + 68 and distant 32 feet, measured northwardly and radially from the monumented baseline at a point therein distant 1330 feet, measured westwardly along said centerline from another point therein opposite Milepost 23/19;

Thence, eastwardly parallel to said baseline 4230 feet to a point on a line of lands of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1333-23.

All that parcel of land located at East Earl and situate in the County of Lancaster, and Commonwealth of Pennsylvania, being designated as Parcel No. PAK 050 03-6 on Railroad Valuation Map No. 500-8007-5-26-2, as revised to December 31, 1940, being all the land of the Penn Central Transportation Company as shown on the Map, which lies southerly of the following described line:

Beginning on the centerline of Blue Ball Road at a point therein distant 30 feet southwardly at right angles from the centerline of Railroad of the former New Holland Branch of the Pennsylvania Railroad as it was located on October 31, 1975;

Thence, westwardly, parallel and concentric to said centerline of Railroad 228.0 feet to a point opposite Milepost 26 at a corner of the land of others, the place of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1333-26.0.

All that parcel of land located at Greenfield, situate in the County of Lancaster, Commonwealth of Pennsylvania, being designated Parcel No. PA X 040 0 6-2 on Railroad Valuation Map No. 500-8007-5-38-2, as revised to December 31, 1966, and being all the land of the Penn Central Transportation Company, as shown on the Map, and bound and described as one parcel as follows:

Beginning at a point in the vicinity of Station 1974 + 90 in a corner in the line of land of others, distant 32 feet, measured southeastwardly and radially, from the centerline of the former Pennsylvania Railroad, New Holland Branch, and distant 1120 feet, more or less, measured eastwardly along said track from a point opposite Milepost 38; thence, southwestwardly 410 feet, more or less, to a point to a corner in the line of land of others, said point being 50 feet northerly and at right angles from the centerline of the northernmost track of the former Pennsylvania Railroad, Philadelphia Division Main Line, as it was located on October 31, 1975; and 400 feet, more or less, measured eastwardly along said track from the northeastwardly edge of O.G. Bridge 37.93;

Thence, northwestwardly 450 feet, more or less, to a point in the corner in the line of land of others, said point being 100 feet, more or less, measured at right angles from the line of the northeastwardly edge of O.G. Bridge 37.93 and 190 feet, more or less, measured along said bridge line northwestwardly of centerline of northernmost track of former Pennsylvania Railroad Philadelphia Division Main Line, as it was located on October 31, 1975; thence, northeastwardly at right angles from preceding course 30 feet, more or less, to a point southeastwardly 32 feet, measured radially from the centerline of the former Pennsylvania Railroad New Holland Branch; thence, northeastwardly 510 feet, more or less, concentric and parallel to said track, to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1333-38.0.

Document No.

PC-CRC-RP-199

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the New Holland Secondary Track, and is described in Exhibit A of this Deed, and is identified as Line Code 1333-41.0 in the records of the United States Railway Association, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to said line of railroad except the following described part or parts thereof:

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the New Holland Secondary Track, and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially northeasterly of the following described lateral cut line:

Beginning at the intersection of the eastern and northern property lines of said railroad, opposite Station 3453 + 72, and 65 feet northerly at right angles to the monumented centerline; thence northwestwardly parallel to said centerline 970 feet, more or less, to a point on the southwesterly corner of property of said Railroad, which is distant 27 feet northwardly and radially from the centerline of the track of said New Holland Branch, as it was located on December 1, 1975, the point of ending, as shown on Railroad Valuation Map No. V-2.1/61 as revised to December 31, 1958.

The part of the line of railroad described herein begins at the lateral cut line in Lancaster and extends to the County line near Caernavoh.

The line of railroad is identified as Line Code 1333-41.0 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-199

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Quarryville Secondary Track, and is described in Exhibit A of this Deed, and is identified as Line Code 1334-0.0 in the records of the United States Railway Association, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to said line of railroad except the following described part or parts thereof:

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Quarryville Secondary Track, and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially southwesterly of the following described lateral cut line:

Beginning at an angle point in the railroad property line distant 55 feet northwardly and radially from the centerline of the track, of the Quarryville Secondary Track, of said Railroad, as it was located on December 1, 1975;

Thence, eastwardly 270 feet, more or less, parallel and concentric to said centerline to a point 60 feet distant measured southwestwardly, at right angles, from the centerline of the Philadelphia Division Main Line tracks;

Thence, southeastwardly 400 feet, more or less, parallel to said centerline of the Philadelphia Division Main Line tracks, to a point intersection of the southwesterly property line of said Railroad, and the southerly right-of-way line of said Quarryville Track, the point of ending, as shown on Railroad Valuation Map Nos. V-2.11/1, and V-2.1/62, both as revised to December 31, 1966.

The part of the line of railroad described herein begins at the lateral cut line in Manheim, and extends to the County line near Quarryville.

The lateral cut line is identified as Line Code 1334-0.0 in the records of the United States Railway Association.

Document No. PC-CRC-RP-199

All that parcel of land situate in the City of Lancaster, County of Lancaster, and Commonwealth of Pennsylvania, being designated as Parcel No. PA.K030 11-1 on Railroad Valuation Map No. 500-8004-1-54-2 as revised to December 31, 1961, and being all the land of the Penn Central Transportation Company, as shown on the Map, which is bounded on the East by Prince Street, on the South by Walnut Street, on the West by North Water Street and on the North by Lemon Street.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1334-1.0.

Document No.

PC-CRC-RP-199

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Quarryville Branch and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies between the following described lateral cut lines:

Lateral Cut Line No. 1:

Being a line drawn at right angles to the centerline of the right-of-way at a point therein distant 500 feet, measured southwardly along said centerline, from the southerly line of Seymore Street at Station 87+15 more or less, as shown on Railroad Valuation Map No. 500-8007-6-2-2, as revised to December 31, 1966.

Lateral Cut Line No. 2:

Being the southerly line of a private crossing at Station 707+30 more or less, as shown on Railroad Valuation Map Nos. 500-8007-6-14-2 and 500-8007-6-2-2, as revised to December 31, 1959 and December 31, 1966, respectively.

The part of the line of railroad described herein begins at lateral cut line No. 1 in Lancaster and extends initially southwardly and beyond to lateral cut line No. 2 near Quarryville.

The lateral cut lines are identified as Line Codes 1334-1.8 and 1334-13.3 in the records of the United States Railway Association.

All that parcel of land situate in the Township of West Donegal, County of Lancaster, and Commonwealth of Pennsylvania, being designated as Parcel No. PAK 100 40-1 on Railroad Valuation Map No. 500-8037-1-1-2 as revised to December 31, 1955, being all the land of the Penn Central Transportation Company, as shown on the Map, which lies northwesterly of the following described line:

Beginning at a point distant 140 feet northwestwardly, at right angles, from the original centerline of railroad of Lebanon Branch of the former Pennsylvania Railroad, said point being distant 720 feet, more or less, southwestwardly along said centerline from the southwesterly line of a cinder lane;

Thence, southwestwardly 730 feet, more or less, to the curved line of the land of others, the place of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1335-0.

Document No.

PC-CRC-RP-199

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Lebanon Secondary Track, and is described in Exhibit A of this Deed, and is identified as Line Code 1335-0.0 in the records of the United States Railway Association, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to said line of railroad except the following described part or parts thereof:

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Lebanon Secondary Track, and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially northeasterly of the following described lateral cut lines:

Beginning at a point on the northern right-of-way line, of said Secondary Track, distant 100 feet northeastwardly, at right angles, from the centerline of the near main track, as it was located on December 1, 1975, and opposite a point on said centerline which is 630 feet, more or less, northwestwardly from Milepost 90(263);

Thence, southeastwardly 1560 feet, more or less, parallel to said centerline to the Match Mark at Station 4721+82;

Thence, southeastwardly 175 feet, more or less, continuing parallel to said centerline to a point opposite Station 4720+00;

Thence, southwestwardly 50 feet to a point distant 50 feet, measured northeastwardly, at right angles, from said centerline;

Thence, southeastwardly 970 feet, more or less, parallel to said centerline to a point;

Thence, northwardly 40 feet, more or less, to a point on the northeasterly line of Mount Vernon Road;

Thence, southeastwardly 1153 feet, more or less, along the northeasterly line of the present location of Mount Vernon Road to an angle point in the southwestern property line of said Railroad, the point of ending, as shown on Railroad

Document No. PC-CRC-RP-199

Valuation Map Nos. V-2.3/20, and V-2.3/21, as revised to December 31, 1960, and 1961 respectively.

The part of the line of railroad described herein begins at the lateral cut line near Mount Vernon Road, in West Donegal, and extends to the County line near Campbellton Road, at Bellaire, in Mount Joy.

The lateral cut line is identified as Line Code 1335-0.0 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-199

Situate in the County of Lancaster, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Lebanon Secondary Track and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially northeasterly of the following described lateral cut line:

Being the westerly line of Route 230, which intersects the centerline of railroad right-of-way at Station 36+55, more or less, as shown on Railroad Valuation Map No. 500-8037-1-1-2 as revised to December 31, 1955.

The part of the line of railroad described herein begins at the lateral cut line in Conewago in West Donegal Township near Route 230 and extends to the County line near Bellaire in Mt. Joy.

The lateral cut line is identified as Line Code 1335-1.0 in the records of the United States Railway Association.

The real property described in the foregoing Exhibit A and identified therein and in the records of the United States Railway Association as Line Code 1323 is subject to the Operating Rights Grant from the Grantor to ~~Consolidated Rail Corporation~~ Delaware and Hudson Railway Company conveyed concurrently with this Deed pursuant to order of the Special Court. The Operating Rights Grant was certified by the United States Railway Association to the Special Court as Document No. PC-D&H-ORG.

NOTICE

The Grantee acknowledges that the Grantee may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the real property conveyed by this Deed may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This notice is inserted herein to comply with Section 14 of the Pennsylvania Bituminous Mine Subsidence and Land Conservation Act of 1956, 52 Pa. Stat. Ann. Sec. 1406.14.

The Grantee further acknowledges that for the purposes of 52 Pa. Stat. Ann. Sec. 1551, this Deed is a quitclaim deed.

CONSOLIDATED RAIL CORPORATION

By: *William Scott*

Vice President

25498

25498

11/27/78

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CONRAIL

QUITCLAIM DEED (PA)

THIS INDENTURE, made the _____ day of _____ in the
year of our Lord One Thousand Nine Hundred and Ninety- six (A.D. 1996)

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the
Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market
Street, Philadelphia, Pennsylvania, 19101-1419, hereinafter referred to as the Grantor, and
_____, having a mailing address of _____,
hereinafter referred to as the Grantee;

WITNESSETH: That the said Grantor, for and in consideration of the sum of ONE
DOLLAR (\$1.00) lawful money of the United States of America, unto it well and truly paid
by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof
is hereby acknowledged, Grantor has remised, released and quitclaimed and by these presents
does remise, release and quitclaim, unto the said Grantee, the heirs or successors and assigns
of the said Grantee, all right, title and interest of the said Grantor of, in and to the Premises
as more particularly described on Exhibit 'A' appended hereto and made a part hereof.

EXCEPTING AND RESERVING, thereout and therefrom unto said Grantor such
temporary access easements as are reasonably necessary for its use in complying with orders
of the Pennsylvania Public Utility Commission at Dockets Nos. A-00111016 and C-00913256,
which easements shall extinguish upon compliance by Grantor with any order entered therein.

UNDER AND SUBJECT, however, to (1) whatever rights the public may have to the
use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks
and water ways passing under, across or through the Premises, and (3) easement of National
Railroad Passenger Corporation pursuant to grant of Consolidated Rail Corporation to National
Railroad Passenger Corporation, dated April 1, 1976, and recorded in the Office of the
Recorder of Deeds of Lancaster County at Deed Book "L", Volume 75, Page 511, and any
other easements or agreements of record or otherwise affecting the Premises, and to the state
of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires,
poles, cables, culverts, drainage courses or systems and their appurtenances now existing and

remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the Commonwealth of Pennsylvania now or hereafter in force with respect to the covenants set forth below.

(1.) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost of expense of constructing or maintaining any fence or similar structure, except as provided for by stipulation heretofore entered into between grantor and various municipalities of which grantee is one, and, except for construction of fences provided for therein, Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2). A. Allocation of Specific Obligations to Remediate. The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

(i) Grantee shall be responsible after the date of this Deed for any Remediation arising from the existence or presence of any contamination in, on or about the Premises, including without limitation, any Hazardous Substances, except as specifically provided otherwise in Subsection A(ii) below.

(ii) Grantor shall be responsible for Remediation of Hazardous Substances in, on or about the Premises, provided that such Hazardous Substances: (1) resulted from a condition created during the time the Premises was owned by Grantor; and (2) are a violation

of applicable environmental laws or regulations in effect and as interpreted on the date of this Deed. Notwithstanding the aforesaid, Grantor shall not be liable for any Remediation resulting from any condition: (a) that Grantee had knowledge of or reasonable basis to suspect as of the date of this Deed; or (b) that Grantee could have discovered its presence upon the Premises by a due diligent examination of the Premises or public record related thereto; or (c) which Grantee has failed to immediately notify Grantor of as provided for below. Grantor's liability for any Remediation for which it is otherwise responsible hereunder shall be no greater than that resulting from the condition of the Premises existing as of the date of this Deed regardless of any increase in Remediation costs or liability, created by or resulting from events occurring after the date of this Deed, including the passage of time.

(iii) If at any time after the date of this Deed, any Hazardous Substances are discovered which are or may be the responsibility of Grantor to remediate pursuant to subsection A(ii) above, then Grantee shall immediately notify Grantor of such Hazardous Substances, and Grantor shall have the opportunity and right to investigate, determine its responsibility therefor, determine in connection with appropriate governmental or regulatory bodies the appropriate response or remedy for such Hazardous Substances, and Remediate, with its own forces or contractors and at its own expense, such Hazardous Substances to the satisfaction of appropriate regulatory bodies or to the additional extent deemed appropriate by Grantor. Grantor shall only be obligated to Remediate such Hazardous Substances to the extent that would be required for the now existing or most recent use of the Premises by Grantor, regardless of the current or proposed use of the Premises by Grantee. Grantee shall grant such rights of entry or other rights to Grantor, upon reasonable terms and without compensation, as may be necessary to allow Grantor to perform the inspections, remediation or other actions necessary to comply with this Subsection. In the event of dispute concerning Grantor's responsibility for any Remediation hereunder, the parties shall cooperate to resolve such dispute as quickly as possible, and Grantee, unless required by valid judicial or regulatory order to take immediate action to Remediate a specific condition, shall during the resolution of such dispute take no actions inconsistent with Grantor's right to seek a determination from the appropriate regulatory or judicial body of the remedy required by law and to Remediate the Hazardous Substances with its own forces or contractors. Grantor shall not be liable to Grantee for any damages, costs or expenses incurred as a result of such Remediation, except that if Grantee is required by valid judicial or administrative order as provided above to take immediate action to Remediate any Hazardous Substances which are later determined to be the responsibility of Grantor pursuant to this Subsection, Grantee shall be able to recover its actual and reasonable costs from Grantor.

B. Definition of "Hazardous Substance(s)". "Hazardous Substance(s)", as used in this Deed, shall mean any material or substance that is defined or classified as a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601(14)) or Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1311); a "hazardous waste" pursuant to Section 1004 or 3001 of the Resource Conservation and Recovery Act (42 U.S.C. §§6903, 6921); a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act (33 U.S.C. §1317(a)(1));

a "hazardous air pollutant" under Section 112 of the Clean Air Act (42 U.S.C. §7412); or a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990 (49 U.S.C. App. §1802(4)); petroleum products which have migrated to ground water in sufficient concentration to constitute a violation of currently applicable Pennsylvania Department of Environmental Protection regulations.

C. Definition of "Remediate" and "Remediation". "Remediate" or "remediation", as used in this Deed, shall mean, any reasonable investigation and the formulating and implementation of any remedial action, containment, cleanup, response, treatment, removal, mitigation, abatement, elimination, or control of any contamination.

D. Indemnify. The party made responsible by this Section for any Remediation shall: (1) satisfy said obligations; and (2) indemnify, defend and hold the other party (and its directors, officers, employees and agents) harmless from and against any claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with said Remediation.

E. Release. As a material part of the consideration to Grantor for the conveyance of the Premises, Grantee hereby expressly and irrevocably releases and forever discharges, and by these presents does, for its successors and assigns, release, and forever discharge Grantor (including, without limitation, its directors, officers, employees, and agents), from any and all actions, suits, controversies, damages, (compensatory, punitive or consequential), judgments, claims and demands whatsoever, in law, or in equity, which grantee, ever had, now has, or which it or its successors and assigns hereafter can, shall or may have against Grantor, arising out of or in connection with the presence of any contamination on the Premises, including without limitation, any Hazardous Substances, except to the extent Grantor fails to comply with its obligations set forth in Subsection A(ii) above, or Grantee is entitled to recover the cost of any Remediation pursuant to Subsection A(ii). Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, judgments, settlements, costs and expenses arising out of or in connection with Grantee's prosecution of any of its legal remedies against any third party who might have concurring or joint liability for matters for which Grantee has released Grantor pursuant to this Subsection. Each party expressly waives, to the extent it lawfully may do so, (i) the benefits of any statute that would relieve it of any obligations that it has assumed under this section, and (ii) any defense predicated on alleged misrepresentations of fact or the nondisclosure of any pertinent fact.

(3). Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(4). Grantor shall not be liable or obligated to provide lateral support for the surface of the Premises, and Grantee waives all right to ask for, demand, recover or receive any relief or compensation for any damage that may be caused by the sliding, shifting, or movement of any part of the slope or embankment supporting the Premises.

(5). No right or means of ingress, egress or passageway to or from the Premises is hereby granted, expressly or by implication, and Grantor shall not be liable or obliged to provide or obtain for Grantee any such means of ingress, egress or passageway.

(6). Except as otherwise directed by the Pennsylvania Public Utility Commission, Grantee by the acceptance of this instrument, does hereby accept all existing and prospective responsibility for removal and/or restoration costs for any and all railroad bridges and grade separated crossing structures and their appurtenances that may be located on the Premises conveyed to the said Grantee; and Grantee further covenants and agrees that it will also assume any obligation and/or responsibility as may have been or may hereafter be imposed on Grantor by any Public Utility Commission or any other governmental agency having jurisdiction for any and all bridge and grade separated crossing structures and their appurtenances, including but not limited to the removal, repairing or restoration of same in accordance with the requirements of said Commission or other governmental agency; and Grantee further agrees to indemnify, defend and hold Grantor harmless against all costs, penalties, expenses, obligations, responsibility and requirements associated with said bridge structures and grade crossings and their appurtenances.

(7). Purchaser and Conrail do not contemplate that Conrail shall (a) operate its trains, cars and engines to or on the property herein conveyed (or any portion thereof); (b) interchange traffic with Purchaser or its successors or assigns (c) participate in any rail rate relationship with Purchaser (d) establish or maintain a track connection with Purchaser, or (e) provide cars or car service to Purchaser. If Purchaser hereafter desires that Conrail do any of the foregoing, Conrail and Purchaser agree that such activities shall be conducted only on such terms and conditions as Conrail and Purchaser hereto may hereafter mutually agree upon in writing. Conrail and Purchaser further agree that in respect to the matters referred to in items (a) through (e) above, Conrail shall not be called upon, or required, by Purchaser (or its successors, assigns, assignees, Purchasers, lessees, or licensees) to accept obligations in excess of those expressly assumed by Conrail by written agreement between conrail and Purchaser hereto.

TOGETHER with all and singular the tenements, hereditaments, bridges and

appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said grantor as well at law as in equity or otherwise howsoever, of, in and to the same and every part thereof, UNDER AND SUBJECT and provided as aforesaid.

TO HAVE AND TO HOLD all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the said grantee forever, UNDER and SUBJECT and provided as aforesaid.

NOTICE: THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. THIS NOTICE IS SET FORTH IN THE MANNER PROVIDED IN SECTION 1 OF THE ACT OF SEPTEMBER 10, 1965; P.L. 505 No. 255 (52 P.S. 1551).

NOTICE: GRANTOR, PURSUANT TO PENNSYLVANIA PUBLIC UTILITIES - DISPOSITION OF REAL PROPERTY ACT NO. 151 OF 1990 AND ARTICLE 2709 OF SAID ACT, IS ATTACHING HERETO AS APPENDIX "I" A COPY OF THE NOTICE THAT WAS SENT TO THE COUNTY, CITY, BOROUGH, INCORPORATED TOWN OR TOWNSHIP IN WHICH THE REAL PROPERTY IS LOCATED AND TO THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION, THE PENNSYLVANIA GAME COMMISSION, THE PENNSYLVANIA FISH COMMISSION AND THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL RESOURCES.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be signed in

All that portion of Conrail's line of former railroad known as the Enola Branch, also or formerly known as the Atglen and Susquehanna ("A & S") Branch in Lancaster County, Pennsylvania, beginning in the east at the Chester County line and extending in a generally westwardly direction through Sadsbury Township, Bart Township, Eden Township, Quarryville Borough, Providence Township and Martic Township and extending through a portion of Conestoga Township extending from the western line of Martic Township westwardly to the center line of Shenks Ferry Road: thence extending along the northern and eastern line of Conrail's former Enola Branch to a point where the northern line of Brenner Hollow Road joins the eastern line of the Enola Branch: thence extending at right angles thereto to and across the center line of the Enola Branch to a point to be determined by survey: thence southwardly and eastwardly through property common to both the Enola Branch and Conrail's Port Road Branch by a line to be determined by survey, to a point at the southern and western line of the Enola Branch where it joins property common to both the Enola Branch and the Port Road: thence along the southern and western line of the Enola Branch to the center line of Shenks Ferry Road.

CONRAIL**AGREEMENT OF SALE**

THIS AGREEMENT, made as of this _____ day of _____, 1996, between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, with its principal offices at 2001 Market Street, 19-B, P. O. Box 41419, Philadelphia, PA 19101-1419 ("Conrail") and _____ having a mailing address at _____ ("Purchaser"), for all of Conrail's right and interest in and to all that certain piece or parcel of land and any improvements thereon, situate in _____ and County of Lancaster, State of Pennsylvania, as shown on Exhibit A attached hereto and made a part hereof (the "Property").

Broker for Conrail: none.

Broker for the Purchaser: none.

1. PURCHASE PRICE

The purchase price for the Property shall be: ONE dollar (\$1.00) which shall be paid to Conrail by Purchaser at time of closing.

2. CLOSING

The conveyance of title to the Property shall take place at Suite 365, 2605 Interstate Drive, Harrisburg, PA 17110, within ninety (90) days following entry of a final order in proceedings pending before the Public Utility Commission at dockets nos. A00111016 and C-00913256 approving and adopting the terms of stipulation among the parties and terms of a stipulation between Consolidated Rail Corporation and the Pennsylvania Department of Transportation relating to disposition of public crossing structures on the Property or as extended by the parties in writing.

3. TITLE

Conrail will deliver and Purchaser will accept a quitclaim deed without any covenants or warranties of title, express or implied, to the Property, in the form attached hereto as Exhibit B (the "Deed"). At the request of Purchaser, no later than twenty (20) days prior to Closing. If an encumbrance which materially changes title to the Property as set forth in the Title Report is recorded against the Property between the date of this Agreement and Closing which is not shown on the Title Report, then Conrail, at its

option, may elect to cure such encumbrance at its cost and expense and Closing shall be set off for a period not to exceed sixty (60) days. In the event that either Conrail does not elect to cure such encumbrance or said sixty (60) day period expires, then this Agreement shall terminate, whereupon neither party shall have any further liability hereunder.

4. CLOSING APPORTIONMENT AND PAYMENTS

(a) Rentals or License Fees. Rentals or payments for lease or license agreements will be divided as follows. The Purchaser shall be entitled to collect all rentals or license fees which, by the terms of the lease or license agreement, are billed after the date of Closing. Conrail shall be entitled to retain all rentals and license fees billed prior to Closing in accordance with the terms of such lease or license agreement. The Purchaser shall assume all duties and obligations of Conrail contained in any such lease or license agreement arising from and after the date of Closing. Conrail will make a good faith effort to provide to Purchaser in advance of closing copies of easement and license agreements directly affecting the property to be conveyed and shall provide Purchaser within ninety (90) days after Closing copies of all known lease and license agreements assigned to Purchaser which are in Conrail's possession. Should the Property have any outdoor advertising license agreements (which are not excluded from this sale), all such license agreements will be terminated by Conrail effective as of the date of Closing. The Purchaser may then negotiate its own agreement(s) directly with the outdoor company. Security deposits for any lease or license agreement, if any, shall be turned over to the Purchaser within ninety (90) days after Closing provided that the lease or license agreement has no outstanding arrearages (in which case, Conrail will be entitled to apply such security deposits to any arrearages).

(b) Brokers Commissions. Conrail shall only be responsible to pay Conrail's Broker's commission. Purchaser shall be responsible for any commissions claimed by other brokers with respect to this transaction.

(c) Taxes: Real estate taxes, water & sewer rents, and other lienable charges (if any) shall be apportioned between Conrail and Purchaser as of the date of closing.

5. CONDITION OF PROPERTY

Purchaser agrees to accept the Property and any improvements "as is" "where is", with any and all faults. Purchaser has thoroughly inspected, or chosen not to inspect, the Property and any improvements thereon, and, in either event, is satisfied with their condition. Purchaser shall take title to the same in their condition as of the date of Closing, including any violations of law or ordinances, whether or not such violations are officially recorded. The undersigned has no knowledge of any such violation as of the date hereof.

6. DEFAULT

(a) Purchaser's Default. Unless otherwise provided for in this Agreement, if Purchaser fails to comply with the terms and conditions herewith, Conrail may terminate this Agreement, whereupon neither party shall have any further liability hereunder.

(b) Seller Defaults. If Conrail fails to comply with the terms and conditions herewith, Purchaser shall have the right to terminate this agreement, whereupon neither party shall have any further liability hereunder.

7. PUBLIC NOTICES

In the event any notice respecting the performance and the completion of work proposed and affecting the Property, or the installations of sewers, water, or lighting facilities imposed by an entity not a party to this agreement is received by Conrail or Purchaser, or notice of confirmed special assessment is issued to Conrail or Purchaser by an entity not a party to this agreement in connection therewith after the date of closing, Purchaser agrees to be responsible for compliance with such notice or notices, and Purchaser shall pay for work required or the assessment levied therefor.

8. ASSIGNMENT

Each and every term, covenant, condition, agreement, provision, and stipulation of this Agreement shall be binding upon, and inure to the benefit of the respective successors, and assigns of Conrail and Purchaser, provided that Purchaser shall not assign this Agreement without the prior consent of Conrail (in its sole discretion).

9. CASUALTY LOSS

Except as set forth below, no loss or casualty with respect to the Property shall, in any way, affect the terms of this Agreement. If the Property contain improvements to be conveyed under this

Agreement, any material loss or damage to such improvements by fire or other casualty shall not void or impair any of the conditions of this Agreement, but Purchaser shall have the option to terminate this Agreement by notice to Conrail, whereupon this Agreement shall terminate and neither party shall have any further obligation hereunder.

10. CONDEMNATION

If the Property, or any substantial portion thereof, or any interest therein, shall be affected by an exercise of the power of eminent domain, Conrail shall have the option to either (a) terminate this Agreement whereupon Conrail shall return to Purchaser the Deposit and Additional Deposit, or (b) enforce this Agreement and assign any award or agreed upon compensation to Purchaser.

11. NOTICES

Whenever in this Agreement notice or consent is requested, desired, or required to be given, same shall be given in writing and sent by prepaid overnight courier or registered or certified United States mail, return receipt requested, to the parties whose names and addresses are set forth in the heading of this Agreement. Notice shall be effective when deposited.

12. NO REPRESENTATION

Except for the terms of the stipulations referred to in paragraph 2 above, which are incorporated herein by reference, all understandings and agreements heretofore between Conrail and Purchaser are merged into this Agreement which alone fully and completely expresses their intent. Purchaser acknowledges that Conrail its officers, employees, representatives and any of their agents under Agreement involved in the sale of the Property have made no representations or warranties to Purchaser concerning the Property, including any representation or warranty as to the condition of the Property or the quality of Conrail's title to the Property. Any information provided to Purchaser, was provided strictly as an accommodation to Purchaser, and no express or implied warranty or representation as to the accuracy or correctness of such information shall be deemed to have been made by Conrail its officers, employees or agents, or any third party. Purchaser acknowledges that this purchase is based upon Purchaser's own knowledge and information and that Purchaser shall accept the Deed at Closing and shall be deemed to have waived any and all objections to Conrail's title to the Property.

13. VIOLATION OF LAW

In the event the conveyance of the Property on the terms set forth in this Agreement would be contrary to any law, regulation, or order of governmental authority, then this Agreement shall terminate and neither party hereto shall have any further liability hereunder.

14. ACKNOWLEDGEMENT

Purchaser acknowledges the receipt of a Phase I Site Assessment dated _____, prepared by _____ (the "Phase I Assessment").

15. DONATIVE INTENT

It is the intention of Conrail to derive a tax deduction as a result of the donation of the Premises. The Purchaser does hereby acknowledge said donative intent, and agrees to cooperate with the execution of I.R.S. form 8283, or any other necessary forms or documents as may be required to substantiate donative intent or as verification of the Purchaser's tax exempt status.

16. MISCELLANEOUS

(a) The headings and subheadings in this Agreement are for convenience only and shall not be construed as having any legal or factual intent.

(b) It is understood and agreed that time shall be of the essence in this Agreement.

(c) Formal tender of purchase money and executed Deed is hereby waived.

(d) Conrail is without knowledge as to zoning classifications that may affect the property to be transferred and makes no representation concerning the same. It shall be the purchaser's responsibility to verify the zoning classification and any land use restrictions.

(e) The terms of this Agreement shall surviving Closing.

(f) Neither this Agreement nor any type of memorandum thereof shall be recorded with the office of the Register of Deeds or with any other governmental agency, and any purported recordation or filing hereby by Buyer shall constitute a default on the part of Purchaser.

(g) No omission or delay by any party in enforcing any right or remedy or in requiring performance of any of the terms of this Agreement shall constitute or be deemed to constitute a waiver of any such right or remedy, nor shall it in any way affect the right of either party to enforce such provisions thereafter unless such right or remedy is specifically waived in writing. No single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise of any right or remedy.

(h) The law in which the Property is located shall govern the terms of this Agreement.

(i) All appendices and exhibits referred to in or attached to this Agreement are intended to be, and are hereby, specifically made a part of this Agreement.

(j) This Agreement shall not be strictly interpreted against either party hereunto under any rule of construction.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement the day and year first set forth.

SEALED and DELIVERED
in the presence of us:

CONSOLIDATED RAIL CORPORATION

By: _____

By: _____
Title: _____

WITNESS (ATTEST IF CORP.)

By: _____

By: _____
Title: _____

All that portion of Conrail's line of former railroad known as the Enola Branch, also or formerly known as the Atglen and Susquehanna("A & S") Branch in Lancaster County, Pennsylvania, beginning in the east at the Chester County line and extending in a generally westwardly direction through Sadsbury Township, Bart Township, Eden Township, Quarryville Borough, Providence Township and Martic Township and extending through a portion of Conestoga Township extending from the western line of Martic Township westwardly to the center line of Shenks Ferry Road: thence extending along the northern and eastern line of Conrail's former Enola Branch to a point where the northern line of Brenner Hollow Road joins the eastern line of the Enola Branch: thence extending at right angles thereto to and across the center line of the Enola Branch to a point to be determined by survey: thence southwardly and eastwardly through property common to both the Enola Branch and Conrail's Port Road Branch by a line to be determined by survey, to a point at the southern and western line of the Enola Branch where it joins property common to both the Enola Branch and the Port Road: thence along the southern and western line of the Enola Branch to the center line of Shenks Ferry Road.

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

FOR THE ABOLITION OF 31 : DOCKET NO. A-00111016
CROSSINGS OF THE ENOLA BRANCH, :
LC: 201323, MP 3.5 TO MP 27.0 :
SUB NO. 1095X, HARRISBURG :
DIVISION, LANCASTER COUNTY. :

COPY

STIPULATION OF SETTLEMENT
BETWEEN CONSOLIDATED RAIL CORPORATION AND
THE COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF TRANSPORTATION

THIS STIPULATION OF SETTLEMENT is entered into between CONSOLIDATED RAIL CORPORATION (Conrail) and COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION (Department) with the expectation that the undertakings herein described will be reduced to a final order of the Public Utility Commission (PUC) containing terms and provisions as set forth herein below.

Conrail contemplates the execution of agreements with the municipalities named below for future maintenance or removal of specified structures which carry the former Enola Branch (previously known as the Atglen and Susquehanna Branch) over and under various roadways located, more particularly, in the following municipalities within Lancaster and Chester Counties, Pennsylvania:

Sadsbury Township

Bart Township

Eden Township

Providence Township

Martic Township

Conestoga Township

Quarryville Borough

West Sadsbury Township

In addition, Conrail contemplates entering into agreements with the foregoing municipalities to remove or maintain certain structures over state highways, subject to concurrence by the Department. Said agreement with the municipalities is incorporated herein as if attached hereto. Conrail and the Department wish to formalize additional provisions relative to crossing structures on the Enola Branch.

This Stipulation is entered into, therefore, with the expectation that the agreement with the aforesaid municipalities will be executed. The Department consents to the demolition of crossing structures over state highways by Conrail, or its designee as follows:

- (a) Crossing 4, SR 2021, (L.R. 36079), White Oak Road, (AAR No. 518 188 P), Sadsbury Township, within two years of entry of final order and in accordance with the terms set forth in the agreement with the municipalities incorporated herein.
- (b) Crossing 10, SR 2015, (L.R. 36086), Pumping Station Road, (AAR No. 518 196 G), Eden Township, within two years of entry of final order and in accordance with the terms set forth in the agreement with the municipalities.
- (c) Crossing 16, SR 0222, (U.S. Route 222), (AAR No. 518 202 H), Providence Township, within one year

of entry of final order and in accordance with the terms set forth in the agreement with the municipalities.

- (d) Crossing 27, SR 0324, (LR 00332), Marticville Road, (AAR No. 518 213 V), Martic Township, within two years of entry of final order and in accordance with the terms set forth in agreement with the municipalities.

The Department will not object to the aforementioned municipalities assuming maintenance responsibility for the following crossing structures over state highways in consideration of certain payments by Conrail to said municipalities:

- (a) Crossing 1, SR 2009, (L.R. 36009), Noble Road, (AAR No. 518 184 M), West Sadsbury Township, Chester County and Sadsbury Township, Lancaster County.
- (b) Crossing 14, SR 2019, (L.R. 36023), Church Street, (AAR No. 518 200 U), Quarryville Borough, Lancaster County.
- (c) Crossing 23, SR 0272 NB, (L.R. 36007), (AAR No. 518 209 F), Providence Township, Lancaster County.
- (d) Crossing 24, SR 0272 SB, (L.R. 36025), (AAR No. 518 210 A), Providence Township, Lancaster County.

Based upon the assumption of maintenance responsibility of the

foregoing structures by the various municipalities at their sole cost and expense, the Department agrees that it will, at its sole cost and expense, undertake the following work:

- (a) Crossing 1, Noble Road -- perform safety related modifications at the crossing location, including but not limited to, installation of guide rail and any required signs that the Department, in its sole discretion, shall deem necessary for the safety of the travelling public. The Department will maintain the roadway at its sole cost and expense.
- (b) Crossing 14, Church Street -- inspect the structure and perform any safety related modifications at the crossing identified by the inspection including, but not limited to, the installation of guide rail and repair of any loose stone, which the Department, in its sole discretion, may deem necessary for the safety of the travelling public. The Department will maintain the roadway at its sole cost and expense.
- (c) Crossing 16, SR 0222 -- perform a scoping for betterment project at and adjacent to the location and perform any work which the Department, in its sole discretion, may deem necessary for the safety of the travelling public. The Department will, at its sole cost and expense, prepare the plans for the detour required for the removal

of the structure by Conrail. The Department will maintain the roadway at its sole cost and expense.

- (d) Crossing 17, Fairview Road -- remove the crossing structure at Fairview Road, realign and reconstruct the road surface as the Department deems necessary. The Department will maintain the structure until such time as it is removed and will continue to maintain the roadway.
- (e) Crossing 23, SR 0272 NB -- investigate the condition of the concrete portal extensions and do such work as the Department, in its sole discretion, deems necessary for the safety of the travelling public as a result of the investigation. The Department will perform any safety related modifications including, but not limited to, the installation of guide rail and signs as the Department, in its sole discretion, deems necessary. The Department will maintain the roadway at its sole cost and expense and will continue to abide by any prior PUC orders excluding any maintenance responsibility for sidewalks.
- (f) Crossing 24, SR 0272 SB -- perform such safety related modifications as the Department, in its sole discretion, deems necessary including, but not limited to, the installation of guide rail and signs. The Department will continue to maintain the roadway at its sole cost

and expense and will continue to abide by any prior PUC orders.

- (g) Crossing 27, SR 0324 -- at its sole cost and expense, provide the detour plans and effectuate the detour necessary for the removal of the structure. After the structure is removed, the Department will perform a scoping for a betterment project at and adjacent to the subject location. The Department agrees to support a future project for the realignment of SR 0324.

At the following crossing locations the Department and Conrail currently have shared maintenance responsibility. By virtue of this Stipulation and subsequent order to be entered by the PUC, the Department will assume total maintenance responsibility including responsibilities previously shared by Conrail and the Department:

- (a) Crossing 12, SR 0372, (L.R. 00344), State Street, (AAR No. 518 198 V), Quarryville Borough, -- prior order entered at A-00104032.
- (b) Crossing 18, SR 3015, (L.R. 36016), Cinder Road, (AAR No. 518 204 W), Providence Township, -- prior order entered at A-00104797.
- (c) Crossing 19, S.R. 3018, (L.R. 36015), Truce Road, (AAR

No. 518 205 D), Providence Township, -- prior order entered at A-00104797.

By letter agreement previously executed between the Department and Conrail on May 10, 1990, the Department has agreed to assume maintenance responsibility of the structure at the following location:

Crossing 7, SR 0896, (L.R. 36081), Georgetown Road, (AAR No. 518 191 X), Bart Township -- prior order entered at A-00105671.

The Department agrees to abide by existing orders at A-00105510 and A-00111016 for the following crossing:

Crossing 25, S.R. 3009, (L.R. 36008), Rawlinsville Road, (AAR No. 518 211 G), Providence Township.

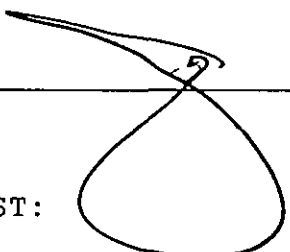
With respect to all state highways at the subject crossings, hereinabove identified to be either removed or maintained as described herein, the Department agrees that it will maintain the roadway surface, at its sole cost and expense.

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation of Settlement to be executed in their behalves by their appropriate representatives this 21st day of February, 1996⁷.

ATTEST:

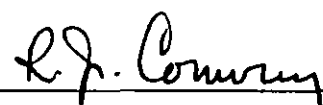
CONSOLIDATED RAIL CORPORATION

BY: _____



ATTEST:

BY: _____

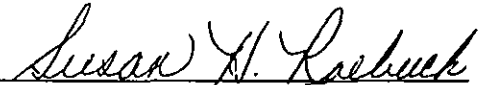


TITLE: _____

Sr. V. P. Operations

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____



BY: _____



TITLE: _____

Deputy Secretary

A:\111016.WPD