

OVERSIZE

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Re: A. 95245 - Application of Reading Company and Penn Central Company for approval of (1) the abolition of the crossing where Township Road No. 699 crosses the track of Reading Company, at grade, and above the grade of the tracks of Penn Central Company and (2) the construction of the crossings, in lieu thereof, where the same highway, constructed as proposed, will cross above the grade of the tracks of the same companies at Park City Shopping Center, partly in Manheim Township and partly in the City of Lancaster, Lancaster County.

CERTIFICATE OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF PHILADELPHIA :

CAROL E. BUTLER, being duly sworn according to law, deposes and says that she is secretary to Harris J. Latta, Jr., counsel for Applicant, Penn Central Company, and that she has served a copy of the above application and exhibits, by first-class mail, postage prepaid, upon the following:

Joel E. Mazor, Esq.  
Pa. Department of Highways  
Highway & Safety Bldg.  
Harrisburg, Pa. 17120

W. Allan Wolfe, Mayor  
Manheim Township  
149 West Stiegel Street  
Manheim, Pa. 17545

Thomas J. Monaghan, Mayor  
City of Lancaster  
120 N. Duke Street  
Lancaster, Pa. 17604

Commissioners of Lancaster County  
c/o County Clerk  
43 East King Street  
Lancaster, Pa. 17602

*Carol E. Butler*  
Carol E. Butler

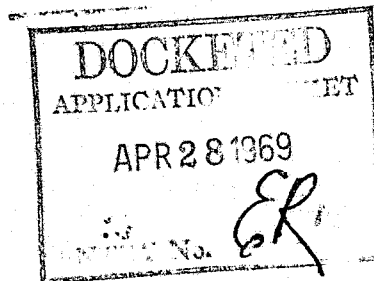
Sworn to and subscribed  
before me this 24th day  
of April, 1969

*Alfonso J. Di Gregorio*  
Notary Public

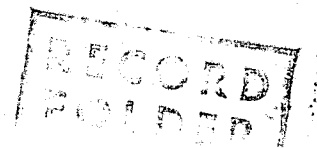
My Commission expires

Notary Public, Philadelphia, Philadelphia Co.

My Commission Expires August 7, 1972



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1969 APR 25 PM 3:12



ORIGINAL

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of the Reading Company and Penn )  
 Central Company for approval of the abolition )  
 of the crossings at grade where Township Road )  
 No. 699 crosses the tracks of applicants and the )  
 construction of a crossing where a new highway ) A. 95245  
 constructed as proposed will cross above grade )  
 of applicants' tracks located partly in Manheim )  
 Township and partly in the City of Lancaster, )  
 Lancaster County, and the allocation of the )  
 costs thereof. )

ANSWER

City of Lancaster, a third class city under laws of the Commonwealth of Pennsylvania, files this Answer to the above-captioned application and, in support thereof, respectfully represents as follows:

1. The averments of paragraph No. 1 are admitted.
2. The averments of paragraph No. 2 are admitted.

The attorneys for City of Lancaster are:

W. Russel Hoerner  
 Rhoads, Sinon & Reader  
 400 North Third Street  
 Harrisburg, Pennsylvania

3. The averments of paragraph No. 3 are admitted.
4. The averments of paragraph No. 4 are admitted.
5. City of Lancaster is without knowledge concerning the information shown on Plan L. A. 588-10 and demands proof thereof, if relevant, at hearing.

1969 MAY -9 11:19:05

DOCKETED  
 APPLICATION DOCKET  
 MAY 12 1969  
 ENTRY No. *AK*

RECORD  
 FOLDER

6. The averments of paragraph No. 6 are admitted.

7. The averments of paragraph No. 7 are admitted.

8. The averments of paragraph No. 8 are admitted.

9. The averments of paragraph No. 9 are admitted.

10. The averments of paragraph No. 10 are admitted.

11. The averments of paragraph No. 11 are admitted.

12. The averments of paragraph No. 12 are admitted.

13. City of Lancaster denies that the southern approach to the proposed bridge, as shown on Exhibit "A", is located entirely within City of Lancaster and, in further answer, alleges that said southern approach is located beyond the municipal boundary of City of Lancaster. City of Lancaster alleges that the southern approach and the northern approach to said proposed bridge are located in Township of Manheim.

14. The averments of paragraph No. 14 are admitted.

15. The averments of paragraph No. 15 are admitted.

16. City of Lancaster admits that the entire shopping development is located within the municipal boundaries of City of Lancaster.

City of Lancaster denies that the approaches to the proposed structure from the south lie entirely within the City of Lancaster and, in further answer, incorporates the answer in paragraph No. 13, above.

17. City of Lancaster denies that it is willing to assume responsibility for construction and maintenance of all necessary highways and all maintenance of the proposed bridge and, in further answer, alleges that there is no agreement, in behalf of City of Lancaster, with regard to said construction or maintenance.

18. City of Lancaster is without knowledge concerning the official attitude of Township of Manheim and demands proof thereof, if relevant, at hearing.

19. The averments of paragraph No. 19 are admitted.

20. City of Lancaster denies that it should be required to install and pay for traffic control signals.

21. The averments of paragraph No. 21 are admitted.

22. In answer to paragraph No. 22, City of Lancaster alleges that it should not be required to bear any expense, charge or responsibility with regard to any public utility crossing.

23. In answer to paragraph No. 23, City of Lancaster alleges that it should not be required to obtain any licenses or permits. In further answer, City of Lancaster alleges that it will cooperate, to the extent necessary, in order to enable others to obtain any licenses or permits.

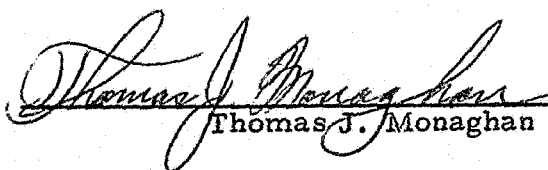
WHEREFORE, City of Lancaster prays your Commission to file this Answer and to give City of Lancaster an opportunity to be heard at any hearing with regard to the application docketed at A. 95245.

-CITY OF LANCASTER

By:   
Thomas J. Monaghan, Mayor

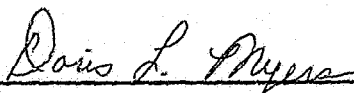
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

Personally appeared before me, Thomas J. Monaghan, who, being duly sworn according to law, deposes and says that he is Mayor of City of Lancaster; that he is authorized to execute the within Answer in behalf of City of Lancaster; that he executed the within Answer in behalf of City of Lancaster; and that the facts set forth in the within Answer are true and correct upon his knowledge and belief.

  
Thomas J. Monaghan

SWORN TO AND SUBSCRIBED

before me this 6<sup>th</sup> day of May  
1969.



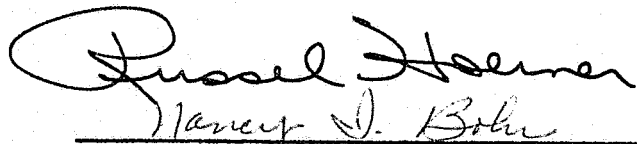
Notary Public, Lancaster, County of Lancaster  
My Commission Expires February 16, 1970

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answer of City of Lancaster to the application of the Reading Company and Penn Central Company has been sent this 7th day of May, 1969, by United States mail, postage prepaid, to each of the following:

James E. Frick, Esquire  
415 Reading Terminal  
Philadelphia, Pennsylvania 19107

Harris J. Latta, Jr., Esquire  
1138 Six Penn Center Plaza  
Philadelphia, Pennsylvania 19104



---

Nancy I. Bohr

# Proof of Publication of Notice in

Under Act No. 587, Approved May 16, 1929

State of Pennsylvania, }  
County of Lancaster } ss:

M. Virginia Miller of the County and State aforesaid, being duly sworn,  
deposes and says that the Intelligencer Journal  
Lancaster New Era, a daily newspaper of general circulation, published  
at Lancaster, County and State aforesaid, was established 1789  
1877 since which

date said daily newspaper has been regularly issued in said county, and that a copy of the printed notice or publication is attached  
hereto exactly the same as was printed and published in the regular editions and issues of said daily newspaper on the following  
dates, viz: 5/19/69 and the 26th

day of May A. D. 1969.

Affiant further deposes that he is Billing Clerk duly authorized by the Intelligencer Journal  
Lancaster Newspapers, Inc., a corporation, publisher of said Lancaster New Era

\_\_\_\_\_, a newspaper of general circulation, to verify the foregoing statement under oath, and also declares  
that affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing  
statement as to time, place and character of publication are true.

## Copy of Notice or Publication



M. Virginia Miller

Sworn and subscribed to before me this 26th  
day of May, 1969.

Margaret Klos  
Notary Public  
Notary Public, Lancaster, Lancaster Co.

My commission expires My Commission Expires April 21, 1973

## Statement of Advertising Costs

\_\_\_\_\_  
\_\_\_\_\_  
To \_\_\_\_\_ Dr.  
For publishing the notice or publication attached hereto on the above stated dates ..... \$ \_\_\_\_\_  
Probating same ..... \$ \_\_\_\_\_  
Total ..... \$ \_\_\_\_\_

## Publisher's Receipt for Advertising Costs

The \_\_\_\_\_, publisher of the \_\_\_\_\_  
\_\_\_\_\_, a daily newspaper of general circulation, hereby acknowledges receipt of the aforesaid notice  
and publication costs and certifies that the same have been duly paid.

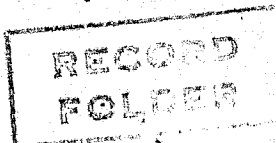
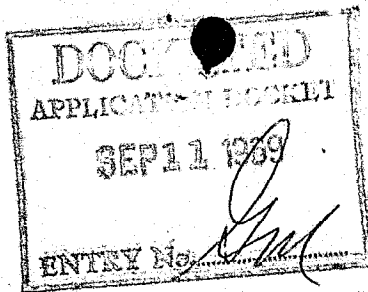
By \_\_\_\_\_

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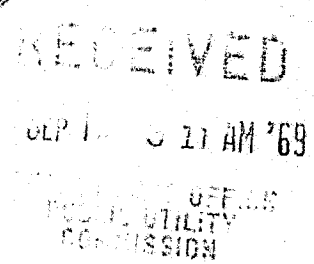
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COMMISSION

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DOCUMENTS



A 95245  
(Lanc.) Ex No. 2



AGREEMENT

THIS AGREEMENT, entered into this 23<sup>rd</sup> day of June, 1969, by and between PARK CITY ASSOCIATES, a partnership, hereinafter referred to as "Park City", and the CITY OF LANCASTER, a City of the Third Class, hereinafter referred to as "City",

W I T N E S S E T H:

WHEREAS, it is the desire of Park City to relocate that portion of Roseville Road situated in the City of Lancaster which runs generally from the Old Harrisburg Pike to a bridge which extends over railroad lines of the Penn Central Company; and

WHEREAS, it is the desire of the parties, in addition to providing for the relocation of Roseville Road, to provide for the installation and maintenance of certain utilities and facilities to serve the contemplated shopping center to be erected upon premises of Park City at or near the intersection formed by the Old Harrisburg Pike and Route 30 By-Pass..

NOW THEREFORE, the parties hereto, in consideration of the covenants and promises hereinafter contained in this Agreement, and intending to be legally bound hereby, do covenant and agree between themselves, as follows:

I. WATER LINES.

(A) Park City agrees to install at its sole cost and expense a twelve (12") inch water main or line from the

City main situated in Long's Park to the shopping center site of Park City and to construct and install all water main/s or line/s within the shopping center. The installation and construction of said water main/s or line/s shall be made in accordance with the required specifications of City and shall be situated at such locations as are shown on an Engineering Drawing and Plan prepared by H. F. Huth Engineers, Inc., Plan No. LA-588-2A- dated March 17, 1969. Upon satisfactory completion of the installation and construction of said water main/s or line/s, Park City shall convey and transfer said water main/s or line/s to the City of Lancaster Authority together with the easement hereinafter set forth.

(B) Upon said satisfactory completion of said water main/s or line/s, City agrees to thereafter maintain said water main/s or line/s, including that portion of said main/s or line/s as are located within and on the premises of Park City and thereafter City will serve consumers on said line/s at regularly published rates for inside City service. In order to provide City with working space to maintain said water main/s or line/s, Park City does hereby perpetually grant unto City a twenty (20) feet easement, ten (10) feet on either side of the center line of said water main/s or line/s for ingress and egress by City employees for the purpose of and in order to enable City to maintain said line/s.

(C) Park City stipulates and agrees with City that it shall not charge or ask reimbursement from City for any water main/s or line/s attached to the water main/s or

line/s to be installed by Park City in accordance with the terms of this Agreement; provided, however, that this Agreement shall not enable City or any third party to enter upon premises of Park City to attach additional water main/s, or line/s at locations on property of Park City. It is the intention of this paragraph that City or any third party shall have the privilege of attaching additional water main/s or line/s to those constructed by Park City in the beds of any public right-of-way or street without the requirement of reimbursing Park City for the cost of extending said line from Long's Park in a western direction to those points and locations for said water main/s or line/s as shown on the Engineering Drawing and Plan above referred to.

II. SANITARY SEWER LINE.

(A) Park City agrees to install at its sole cost a sanitary sewer main or line from the City main situated in property now or late of Paul Diller commonly referred to as "Brookside", to the shopping center site of Park City and to construct and install all sanitary sewer main/s or line/s, a lift station and other appurtenances within the shopping center. Park City further agrees to provide an easement of sufficient width over land now or late of Paul Diller for the purpose of providing the connection with said existing City sanitary main. In the event Park City is unable to obtain by purchase said easement, then in that event, City agrees to acquire said easement by purchase or condemnation, and all costs related thereto,

including any condemnation damages, attorney's fees, court costs, etc., associated with the acquisition of an easement, shall be borne by Park City; provided, however, that Park City, in the event City desires to enter into an agreement to purchase said easement from Paul Diller, shall have the right of approval of the cost of purchasing.

(B) After the satisfactory installation of said sanitary sewer main or line by Park City in accordance with the Engineering Drawing and Plan prepared by H. F. Huth Engineers, Inc. above referred to Park City agrees to convey and transfer said sewer line and the easement appurtenant thereto to the Lancaster City Sewer Authority. At such time as the sewer line is operational, and the sewer line has been conveyed to the Lancaster City Sewer Authority, City agrees to accept the sewage at the point of connection and to charge the consumers at regularly published rates for inside City service. City further agrees to maintain that portion of the sewer line which extends from its connection on the Diller property to the western property line of Long's Park. Park City agrees to maintain the sanitary sewer line or main under Route 30 By-Pass and all of the sewer mains, lines, laterals, lift station and other appurtenances on the property of Park City.

(C) In the event any third party or City desires to extend to the sanitary sewer main or line as it exists on the property of Park City, the same can only be done with the approval

of Park City, and is subject, of course, to the condition that the City main or line can receive the anticipated flow.

### III. STORM SEWERS.

(A) Park City agrees to install at its sole cost all storm sewers and appurtenances upon the property of Park City, including those which may be installed in the right-of-way of Roseville Road relocated or the Old Harrisburg Pike, and in addition, any outfall lines which may not necessarily be situated on property of Park City. Said storm sewer and appurtenances shall be installed in accordance with said Engineering Drawing and Plan above referred to prepared by H. F. Huth Engineers, Inc., and the installation thereof shall be approved by the City Engineer.

(B) Upon satisfactory completion of said storm sewer and the appurtenances, City agrees to maintain the catch basins and storm sewers situated in the right-of-way of that portion of Roseville Road relocated which is situated within the City boundary lines. All other storm sewers, appurtenances and outfall lines situated on premises of Park City or outside the boundary of premises of Park City will be the responsibility of Park City. The terms of this paragraph are not to be construed as imposing upon Park City an obligation of maintenance of said storm sewers and appurtenances situated on premises of any third party or within the right-of-way line of the Old Harrisburg Pike if Park City has no legal obligation to maintain the same.

### IV. STREETS.

(A) Park City agrees to install and pay for the cost

of relocating Roseville Road in accordance with and at the location shown on the Engineering Drawing above referred to, from Old Harrisburg Pike to the bridge over lines of Penn Central Company in accordance with the City's specifications. Upon satisfactory completion of said Roseville Road relocated in accordance with City specifications, that portion of said road as is located within the confines of Lancaster City shall be conveyed and transferred to City.

(B) At such time as Roseville Road relocated has been completed and the right-of-way conveyed to City, City agrees to maintain that portion of said Roseville Road relocated as is situated within the City boundary lines. Park City reserves the right, however, of removing snow and ice therefrom and maintaining the same without reimbursement from City in the event that Park City deems it necessary to do so to provide safe and adequate ingress and egress to its shopping center.

#### V. TRAFFIC SIGNALS

(A) City agrees to install traffic signals on the Old Harrisburg Pike at the two entrances to the shopping center, and further agrees to install all necessary overhead signs and other appurtenant signs to control the flow of traffic. The cost of the installation of said traffic signals, overhead signs and other appurtenant signs necessary to control the flow of traffic shall be borne completely by Park City, which cost includes both equipment and labor incidental to installation.

The equipment installed shall be in accordance with the City's specifications related thereto and City reserves the right to either install said equipment with its own employees or hire a sub-contractor or sub-contractors to accomplish said installation. The covenant of City to install said traffic signals, overhead signs and other appurtenant signs necessary to control the flow of traffic, is subject to City obtaining a traffic signal permit/s from the Pennsylvania Department of Highways.

(B) Upon the completion of the installation of the traffic signals, City agrees to maintain said traffic signals and overhead signs, which maintenance includes the payment of electrical current incidental thereto and the maintenance of any appurtenant signs necessary to control the flow of traffic.

VI. ROADWAY SIGNING.

(A) City agrees to provide all roadway signing and paint striping on Roseville Road relocated within the City boundary lines and such roadway signing and paint striping as may be necessary on the Old Harrisburg Pike. Park City agrees to reimburse City for the cost of labor and materials necessary to accomplish said purpose.

(B) After the initial installation of said roadway signing and paint striping, City agrees to maintain said roadway signing and paint striping on Roseville Road relocated within the City boundary lines. City assumes no responsibility of maintenance of any roadway signing or paint striping on the Old Harrisburg Pike.

VII. STREET LIGHTING.

(A) Park City agrees to install at its sole cost and expense street lighting in accordance with a Street Lighting Plan of Developer, a copy of which is attached hereto, made a part hereof marked Exhibit "A", which Plan of street lighting and the fixtures related thereto is subject to approval by City.

(B) Park City agrees to maintain, including the payment of electrical current incidental thereto, said street lighting on Roseville Road relocated.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby, have affixed their respective seals the day and year first above written. This Agreement shall be binding upon the successors and assigns of the respective parties to this Agreement.

Witnesses:

*[Signature]*

\_\_\_\_\_

PARK CITY ASSOCIATES

By: *[Signature]*  
*President*

CITY OF LANCASTER

By: *[Signature]*  
*Mayor*

Attest: *[Signature]*

September 25, 1969

A. 95245

Application of Reading Company and Penn Central Company for approval of (1) the abolition of the crossings where Township Road No. 699 crosses the track of Reading Company, at grade, and above the grade of the tracks of Penn Central Company and (2) the construction of the crossings, in lieu thereof, where the same highway, constructed as proposed, will cross above the grade of the tracks of the same companies at Park City Shopping Center, partly in Manheim Township and partly in the City of Lancaster, Lancaster County.

Harris J. Latta, Jr., Assistant  
General Solicitor  
Penn Central Company  
Six Penn Center  
Philadelphia, Pennsylvania 19104

Dear Sir:

You are hereby advised that the Commission at its Session of September 19, 1969 approved Penn Central Company's detailed plans, 12 sheets, of the bridge to support relocated Manheim Township Road No. 699 over the tracks of Reading Company and Penn Central Company, in Manheim Township, Lancaster County, in the above docketed proceeding.

Approval of said plans was with the exception noted that a crash wall is to be added at Pier 4.

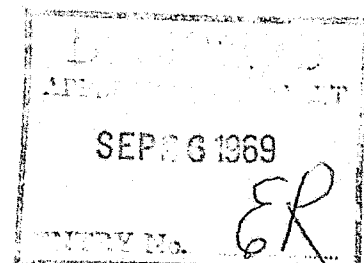
Please acknowledge receipt of this letter.

Very truly yours,

J. W. REINHARD  
Secretary

Similar letters: See attached list.

HHH:brp



SIMILAR LETTERS:

A. 95245

W. Russel Hoerner, Esquire  
Shearer, Mette & Hoerner  
State Street Building  
500 N. Third Street  
P.O. Box 729  
Harrisburg, Pennsylvania 17108

James E. Frick, Assistant  
General Attorney  
Reading Company  
Reading Terminal  
Philadelphia, Pennsylvania 19107

Frank C. Fryburg, President  
Manheim Township Commissioners  
1500 Lititz Pike  
Lancaster, Pennsylvania 17601

Gerald Broker, Esquire  
Blank, Rome, Klaus & Comisky  
Four Penn Center Plaza  
Philadelphia, Pennsylvania 19103

A 95245  
Record

AGREEMENT made this 19<sup>th</sup> day of October, 1971 by and between George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz Trustees of Penn Central Transportation Company, Debtor, and Reading Company, hereinafter sometimes called "Railroad" parties of the first part and Park City Associates, a Limited Partnership, hereinafter sometimes called "Park" witnesseth:

PENNSYLVANIA PUBLIC UTILITY COMMISSION

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Railroad (which when used herein shall include any lessor, lessee, successor or assignee of or operator over either railroad) insofar as it has the legal right and its present title permits and in consideration of the covenants and conditions hereinafter stated on the part of Park to be kept and performed, hereby agrees to permit Park to construct, use, maintain, repair, renew and ultimately remove an overhead bridge in accordance with plans to be approved by the Pennsylvania Public Utility Commission.

Said structure shall be located on an alignment with Township Road No. 699 which, relocated as proposed, will cross the main line tracks of Penn Central Transportation Company and the Lancaster Branch of Reading Company, as shown on Typical Plan PS-1 which is Exhibit No. 4 in the record of the hearing before the Pennsylvania Public Utility Commission at Application Docket 95245 held at Lancaster on June 2, 1969.

Park agrees to pay all costs incurred by Railroad in connection with the construction of the crossing as well as all costs of construction of relocated Township Road No. 699 and the structures incident thereto as shown on detailed plans to be prepared by Park and approved by Railroad as evidenced by the signature of the Chief Engineer or his nominee of both Penn Central Transportation Company and Reading Company. Such costs shall include property damages exclusive of Railroad right-of-way which Railroad agrees to waive.

RECORD FOLDER

APPLICATION DOCKET  
OCT 20 1971  
EMERY NO. [Signature]

1. The crossing shall be located, constructed and maintained at the expense of others than Railroad in accordance with any order of the Pennsylvania Public Utility Commission, and Park agrees to reimburse Railroad for any expenses incurred by Railroad in connection with the construction and maintenance of the structure notwithstanding Commission orders which may place responsibility on Railroad for construction, maintenance or costs involved therein.

2. All materials and all work herein contemplated shall be furnished by and performed by and at the sole cost and expense of Park at such time and in such manner as shall be approved by the Chief Engineer of Railroad in accordance with the Order of the Commission; Railroad may at its option furnish and provide such materials and do and perform such work or any part thereof as may be required in the judgment of the Chief Engineer of Railroad. Before performing any work at the crossing, Park shall give to the Chief Engineer of Railroad a minimum of 48 hours written notice.

3. Before any work under this contract is commenced, Park agrees to have its contractor procure insurance of the following kinds and amounts, and to keep same in full force and effect until all work has been completed and accepted:

- (a) Workmen's Compensation and Employers' Liability Insurance in compliance with Workmen's Compensation laws of the State in which the work is being progressed, including any Occupational Disease Act requirements.
- (b) Contractors Public Liability and Property Damage Liability Insurance, with limits of not less than \$500,000/1,000,000 for bodily injury or death and \$500,000/1,000,000 for property damage.
- (c) Contractors Protective Public Liability and Property Damage Liability Insurance: If any part of the work is to be performed by a sub-contractor, the prime contractor shall carry in his own behalf insurance in the same limits as set forth in paragraph (b).

- (d) Railroad Protective Public Liability and Property Damage Liability Insurance (A.A.R. - A.A.S.H.O. Form) - This policy shall be in the same limits as specified in paragraph (b) and shall name Penn Central Transportation Company and Reading Company as the "Insured".
- (e) Automobile and Vehicle Public Liability Insurance shall be in the same limits as specified in paragraph (b) and shall cover all automobiles and vehicles engaged in or about the work.

The original of the Railroad Protective Liability Insurance policy specified in Paragraph (d) and certificates of insurances specified in paragraphs (a), (b), (c), and (e) must be submitted to and approved by the Company before the Contractor will be permitted on Company property.

4. Railroad shall have the right at all times to paramount use of its track and right of way and all property at the crossing and Park shall exercise the greatest care in the construction and use of the crossing and shall require Park's officers, employees and agents, or others permitted hereunder to use the facility likewise to exercise the greatest care in the use of the crossing.

5. Park agrees to install, maintain, repair and renew safe and adequate drainage facilities so as to fully protect Railroad and adjoining properties in the general vicinity of the crossing.

6. In the event that Railroad shall perform any of the work herein mentioned or contemplated, whether of construction, supervision, inspection, protection, maintenance, repair, renewal, removal, replacement, rehabilitation or engineering, then Park shall promptly, upon bill rendered, pay or refund the entire cost and expense therefor, including, but not limited to, the usual percentage charge to Railroad for labor as well as cost of insurance during the performance of any such work.

7. It is assumed that the total cost of the project is \$548,000.00 exclusive of Railroad costs and that all the real property, exclusive of Railroad right-of-way, necessary for the completion of the project is owned or controlled by Park. Railroad agrees to waive charges for any taking of its right-of-way and Park agrees to furnish all necessary rights-of-ways for highway purposes for roads, approaches and structures.

8. It is understood and agreed that since this is a public crossing, utilities, including, but not limited to, underground storm drains, sanitary sewers, water mains, gas mains, telephone and electric ducts, overhead wires, pipelines and the like, may desire to place their facilities on the structure. It is understood and agreed between Railroad and Park that the Pennsylvania Public Utility Commission shall exercise its jurisdiction over the inclusion of such utilities and that they may be included in the structure.

9. Any work required to be performed by Railroad may be performed by its own forces or by contract and Park shall reimburse Railroad for the full cost thereof.

10. Each party shall in carrying out its work on the project provide the necessary engineering and inspection for its respective work and Park shall reimburse Railroad as hereinbefore provided.

11. Park agrees to reimburse Railroad for all engineering and inspection, watchmen, flagmen and other protection as may be required during the course of construction.

12. It is understood and agreed that all construction procedure shall be in accordance with the direction of the Chief Engineer of Railroad and in accordance with detailed construction plans mentioned above to be approved by Railroad Chief Engineer and done in such a manner as not to interfere with the movements of trains or traffic upon the tracks of Railroad. On the other hand, Railroad agrees to cooperate with Park's contractors to permit reasonable use of

Railroad property in the vicinity of the work, provided that such use shall be at Park's or contractors' sole risk and covered by insurance as hereinbefore provided.

13. Upon completion of the structure Park shall remove all machinery, equipment, material, rubbish and other matter and leave the land in the area of the crossing clean. Park shall remove the existing bridge over Penn Central Transportation Company and assume the cost of the removal by Reading Company forces of the grade crossing over Reading Company and barricade or effectively close both crossings all at its own proper cost and expense. Such work shall be in accordance with procedures to be approved by Railroad Chief Engineer as aforesaid and subject to the insurance provisions of numbered paragraph 3 supra.

14. Park agrees to permit Railroad, without any charge to Railroad for said privilege, the right to attach, at the expense of Railroad, to the structure signals, signal posts, telegraph, telephone and other wires and devices of whatsoever kind, nature and description now used or hereafter to be used in the operations of Railroad, subject to the reasonable regulation and supervision of the Pennsylvania Public Utility Commission.

15. Park will not make any financial settlements with its contractors without first obtaining prior written consent of Railroad indicating that Railroad has been reimbursed for all cost, expense and other charges which may have been incurred by it solely by the construction of this project.

16. Park agrees to furnish a performance bond by corporate surety satisfactory to Railroad conditioned for the performance by Park of all obligations assumed under this agreement. The form and penal sum of said bond shall be approved by Railroad and such approval shall not be unreasonably withheld.

17. This Agreement shall be effective upon execution and is intended to be presented to the Pennsylvania Public Utility Commission as an exhibit in the record in Docket No. 95245.

Executed this 19th day of October, 1971.

WITNESS:

George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of Penn Central Transportation Company, Debtor

W. R. Goodwood

By C. E. DeFendaf  
Title

ATTEST:

amarnold  
Secretary

APPR. BY TO FORM

READING COMPANY  
By J. J. [Signature]  
Vice-President

APPROVED AS TO FORM:  
Asst. General Solicitor

WITNESS:

[Signature]

PARK CITY ASSOCIATES  
By [Signature]  
Managing General Partner

OVERSIZE

DOCUMENTS

RECEIVED

RECEIVED

71 NOV 19 AM 10:46 71 NOV 19 AM 10:46

SECRETARY'S OFFICE  
PUBLIC UTILITY  
COMMISSION

SECRETARY'S OFFICE  
PUBLIC UTILITY  
COMMISSION

Commonwealth of Pennsylvania  
Department of Transportation

NOV 18 1971

This 18th day of LEGAL BUREAU November, 1971

the undersigned hereby acknowledges receipt of

FOUR COPIES OF ORDER

rendered by the Commission in Application Docket  
No. 95245 under date of November 15, 1971

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

*Herbert G. Zahn*

Herbert G. Zahn  
Assistant Attorney General

RECEIVED  
FILE ROOM  
NOV 18 1971  
OK - FILE - V.M.P.

RECORD  
FOLDER

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SECRETARY'S OFFICE  
PUBLIC UTILITY  
COMMISSION

Commonwealth of Pennsylvania  
Department of Transportation

NOV 13 1971

LEGAL BUREAU

This 18th day of November, 1971

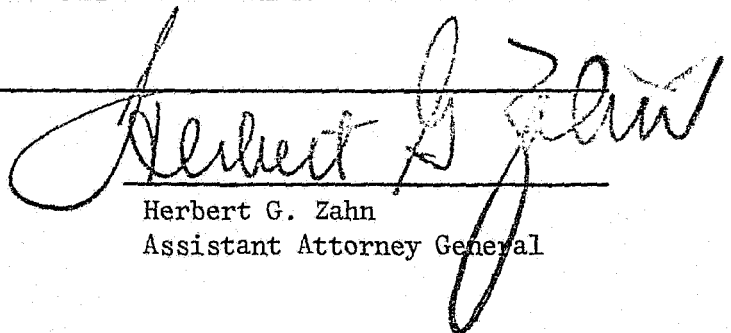
the undersigned hereby acknowledges receipt of

ONE CERTIFIED AND THREE COPIES OF ORDER ATTACHED WITH PLAN

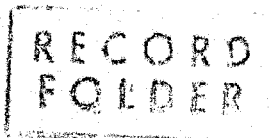
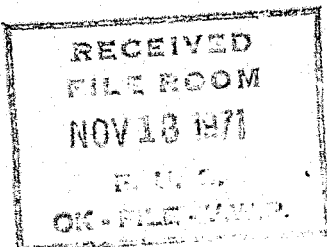
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No. 95245 under date of November 15, 1971

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION



Herbert G. Zahn  
Assistant Attorney General

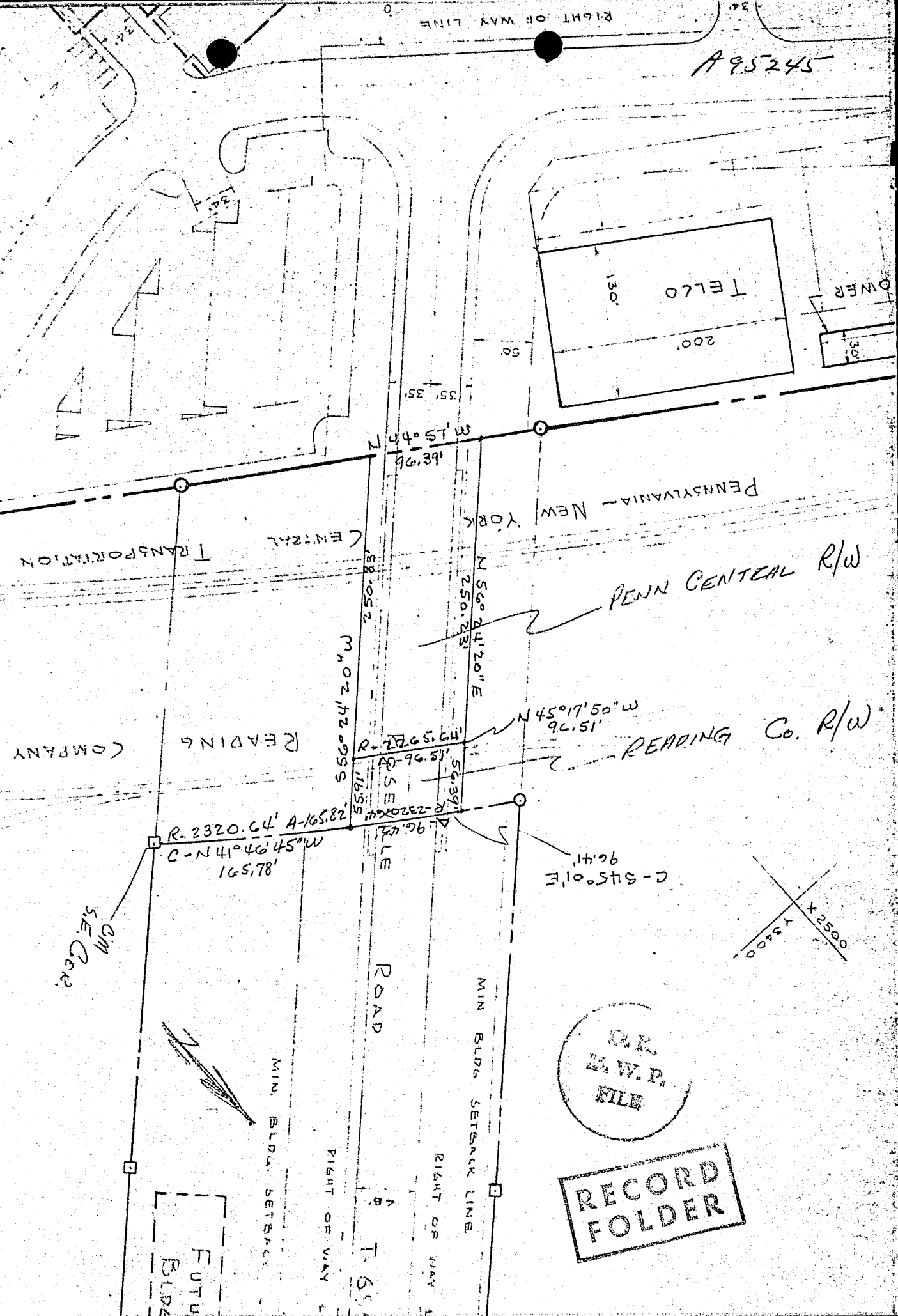


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DOCUMENTS

A95245

RIGHT OF WAY LINE



PENNSYLVANIA - NEW YORK  
CENTRAL TRANSPORTATION

PENN CENTRAL R/W

COMPANY  
READING

READING Co. R/W

R-2320.64' A-165.82'  
C-N 41° 46' 45" W  
165.78'

R-2266.6'  
A-96.67'  
C-345° 01' E  
96.41'

C-345° 01' E  
96.41'

OR  
E.W.P.  
FILE

RECORD  
FOLDER

1/8" = 2500'



FUTURE  
BLDG

MIDWAY  
ROAD

MIN BLDG SETBACK LINE

RIGHT OF WAY LINE

RIGHT OF WAY LINE

MIN. BLDG. SETBACK

GM  
S.E. COR.

OWNER

TELCO

200'

130'

50'

35'

M 15.047 N  
163.976'

M 02.72 0955  
163.952'

N 56° 41' 20" E  
250.281'

N 45° 17' 50" W  
157.519'

M 02.72 0955  
163.952'

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163.952'

~~Right of Way~~

~~January 14, 1970~~

(Supersedes Description January 8, 1970)

~~THE~~ READING COMPANY, record owner  
Reading Terminal  
Philadelphia, Penna.

ALL THAT CERTAIN tract of land situated in Manheim Township, Lancaster County, ~~Pennsylvania, said tract of land being more fully~~ bounded and described as follows ~~to wit:~~

BEGINNING at a point in the south line of land belonging to Park City Associates, said Beginning Point being located on a line curving to the left having a radius of 2,320.64 feet, an arc distance of 165.82 feet, the chord of said arc being North 41 degrees 46 minutes 45 seconds West, a distance of 165.78 feet from a concrete monument at the southeast corner of said land belonging to Park City Associates; thence from the point of Beginning and crossing the right of way of The Reading Company, South 56 degrees 24 minutes 20 seconds West, a distance of 55.91 feet to a point in the north right of way line of Penn Central Transportation Company; thence along the right of way line of Penn Central Transportation Company by a line curving to the left having a radius of 2,265.64 feet, an arc distance of 96.51 feet, the chord of said arc being North 45 degrees 17 minutes 50 seconds West, a distance of 96.51 feet to a point; thence recrossing the right of way of The Reading Company, North 56 degrees 24 minutes 20 seconds East, a distance of 56.39 feet to a point in line of land belonging to Park City Associates; thence along land of Park City Associates by a line curving to the right having a radius of 2,320.64 feet, an arc distance of 96.42 feet, the chord of said arc being South 45 degrees 01 minute East, a distance of 96.41 feet to the point or place of Beginning.

CONTAINING: 0.1 Acre, more or less.

NOTE: This description is according to information taken from right of way plans of The Reading Company and Penn Central Transportation Company.

Right of Way

January 14, 1970  
(Supersedes Description January 8, 1970)

(2) PENN CENTRAL TRANSPORTATION COMPANY, record owner  
Six Penn Center Plaza  
Philadelphia, Penna.

ALL THAT CERTAIN tract of land situated in Manheim Township, Lancaster County, Pennsylvania, said tract of land being more fully bounded and described as follows:

BEGINNING at a point in the south right of way line of The Reading Company, said point being located the following two courses and distances from a concrete monument at the southeast corner of land belonging to Park City Associates: (1) by a line curving to the left having a radius of 2,320.64 feet, an arc distance of 165.82 feet, the chord of said arc being North 41 degrees 46 minutes 45 seconds West, a distance of 165.78 feet, (2) South 56 degrees 24 minutes 20 seconds West, a distance of 55.91 feet; thence from said point of Beginning crossing the right of way of Penn Central Transportation Company, South 56 degrees 24 minutes 20 seconds West, a distance of 250.83 feet to a point in line of other lands belonging to Park City Associates; thence along the land belonging to Park City Associates, North 44 degrees 57 minutes West, a distance of 96.39 feet to a point; thence recrossing the right of way of Penn Central Transportation Company, North 56 degrees 24 minutes 20 seconds East, a distance of 250.23 feet to a point in the south right of way line of The Reading Company; thence along said right of way line of The Reading Company by a line curving to the right having a radius of 2,265.64 feet, an arc distance of 96.51 feet, the chord of said arc being South 45 degrees 17 minutes 50 seconds East, a distance of 96.51 feet to the point or place of Beginning.

CONTAINING: 0.5 Acres, more or less.

NOTE: This description is according to information taken from right of way plans of The Reading Company and Penn Central Transportation Company.