

YORK COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS
JULIE WHEELER, PRESIDENT
J. SCOTT BURFORD, VICE PRESIDENT
DOUG HOKE, COMMISSIONER



CHIEF CLERK
CLAIR DOLL
CHIEF FINANCIAL OFFICER
TYLER CHRONISTER
SOLICITOR
JONELLE HARTER ESHBACH

YORK COUNTY ADMINISTRATIVE CENTER
28 E. Market Street, York, PA 17401
P: 717-771-9964 F: 717-771-9804

March 10, 2026

Yousra Jamal Alaoui, P.E.
Rail Safety Division, Engineering Section
Bureau of Technical Utility Services
400 North Street, 3rd Floor
Harrisburg PA 17120

Re: York County
City of York
West College Avenue
DOT #978948W
PUC Docket No. A-2023-3038202
ECMS #110280

Dear Ms. Alaoui,

In response to the petition filed by the Pennsylvania Public Utility Commission (PUC) dated March 5, 2026 under the PUC docket number above, the Appicant (County of York) is hereby issuing this letter to provide the supplemental information requested by the PUC. Specifically:

- 1) The Grantor's corporate name and physical address are as follows:
Genesee & Wyoming Inc.
200 Meridian Centre, Suite 300, Rochester, NY, 14618
- 2) Attached is the executed settlement document which serves as proof that an amicable agreement was reached with the Grantor of said property.

If the PUC requires any additional information for property appropriation by Commission Order, please notify the County of York accordingly.

VISION: INSPIRING OPPORTUNITY FOR A UNIFIED COMMUNITY
MISSION: BUILDING A BETTER YORK COUNTY **PURPOSE:** STRENGTHENING QUALITY OF LIFE
CORE VALUES: INCLUSIVE, TRANSPARENT, DEDICATED

The County of York hereby avers that a copy of this letter is being sent to the following parties of record simultaneously with this submission to the Public Utility Commission:

York Railway Company, Engineering Department
Ms. Julie Wheeler, President Commissioner, York County
Mr. Scott Burford, Vice President Commissioner, York County
Mr. Doug Hoke, Commissioner, York County
Mr. Dave Rudolph, Superintendent, City of York
Mr. Renoy Thomas, CenturyLink/LUMEN
Mr. Chris Martin, Columbia Gas of PA
Mr. Franklin Hom, Comcast
Mr. Chris Fourham, Metropolitan Edison/First Energy
Mr. Brad Gantz, Pennsylvania American Water
Mr. Scott Dreiling, Verizon Business
Ms. Elizabeth Paisley, Verizon
Mr. Kent Croman, York Water Company

Sincerely,



James D. Runshaw
Executive Director of Facilities

Attachment: Executed Settlement Document with Grantor

cc: Parties of Record

Chief, Right-of-Way and Utilities Section, 7th Floor, CKB
Gina M. D'Alfonso, Office of Chief Counsel, 9th Floor, CKB
Supervisor, Rail Safety Engineering Section, PUC, 3rd Floor CKB

| | |
|--------------------|------------------------|
| FEDERAL PROJECT NO | N/A |
| PROJECT NAME/ROUTE | SR 7301 York Co. BR 81 |
| COUNTY | York |
| MUNICIPALITY | City of York |
| PARCEL NO. | 26 |
| CLAIM NO. | N/A |
| CLAIMANT | York Railway Company |

SETTLEMENT STATEMENT

Final Settlement

PROJECTED DISTRIBUTION DATE

Date: 2/20/26

| ADDRESS OF CLAIMANT(S) | LOCATION (ADDRESS) OF PROPERTY | CLAIMANT'S ATTORNEY AND ADDRESS |
|--|--|---------------------------------|
| 200 Meridian Centre, Suite 300 Rochester, NY 14618-3972 | Tax ID:Unknown ST 17+43 to ST 18+08 | |

| | | |
|--|-----------------|-------------------|
| Final Settlement | | \$5,100.00 |
| York County Pro-Rata Share of Current Realty Taxes | _____ estimated | \$76.50 |
| Mortgage Pre-Payment Penalty | _____ | |
| Mortgage Satisfaction Fee | _____ | |
| Less Monies Previously Paid | _____ | |
| Less Monies Credited for Owner Retained Items | _____ | |
| Withheld Pending Building Removal by Owner | _____ | |
| Total Available for Distribution | | <u>\$5,176.50</u> |

| | |
|---|----------------------------|
| CHARGES: | |
| Mortgage(s): | |
| Mortgagee: | |
| Principal: | _____ |
| Interest (to date: _____) | _____ |
| Pre-Payment Penalty*: | _____ |
| Satisfaction Fee*: | _____ |
| Unpaid Current Taxes: | |
| Claimant(s) Pro-Rata Share | _____ |
| Pro-Rata Share* | _____ |
| | TOTAL _____ |
| Liens and/or Delinquent Taxes and Municipal Claims: | _____ |
| Judgment(s): | _____ |
| | TOTAL CHARGES _____ |

*Paid by _____

| | | |
|--------------------------------|-------|-------------------|
| Minus Total Charges | _____ | \$0.00 |
| Balance Due Claimant(s) | | <u>\$5,176.50</u> |

The distribution of funds as shown on the reverse hereof is approved and the "Balance Due Claimant(s)" is acknowledged to be correct. I hereby acknowledge receipt of a copy of this settlement statement.

INDIVIDUALS

ENTITIES*

GRANTOR:

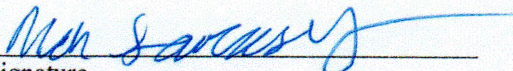
York Railway Company
(Name of Entity)

BY: Brian McClain
Brian McClain, President

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

I Hereby Certify That The Information On This Form Is True And Correct, According To The Records Of The Local Project Sponsor.


Signature

Real Estate Specialist
Title

Date - 2/20/26

Prepared By: Nick Lavrusky
AECOM

Return To: County of York
28 E. Market Street
York, PA 17401-1501

Site Location: Tax ID #Unknown
Station 17+43 to 18+08

| | |
|---------------------|------------------------|
| FEDERAL PROJECT NO. | N/A |
| PROJECT NAME/ROUTE | SR 7301 York Co. BR 81 |
| COUNTY | York |
| MUNICIPALITY | City of York |
| PARCEL NO. | 26 |
| CLAIM NO. | N/A |
| CLAIMANT | York Railway Company |

LPS - 11 (02/25)

DEED OF EASEMENT (Aerial Easement)

Made on *February 26, 2026* by York Railway Company of 200 Meridian Centre, Suite 300, Rochester NY 14618-3972 owner(s) of certain real property interest affected by the construction or improvement of the above mentioned highway, its heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the County of York, of 28 E. Market Street, York, PA 17401-1501, hereinafter called the GRANTEE,

WITNESSETH:

WHEREAS the GRANTEE recorded a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn an aerial easement from the aforesaid property; and

WHEREAS the Parties hereto have agreed that, in lieu of condemnation, the GRANTOR will convey to the GRANTEE an aerial easement from the aforesaid property,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the GRANTOR does hereby grant and convey to the GRANTEE an aerial easement, for the accommodation of piers and other appurtenances, between Stations 17+43 and 18+08 as shown on the plot plan and Legal Description attached hereto and made a part hereof, said easement to be taken from the premises conveyed or devised to the GRANTOR by an unknown instrument of N/A dated N/A recorded in N/A, together with the improvements, hereditaments, and appurtenances to the said easement, if any, except those which may have been agreed to be retained by the GRANTOR.

The GRANTOR does further agree that the following limitations shall be imposed upon use of the surface land within the aerial easement, which limitations shall run with the land:

1. No use shall be made of the land which shall endanger the structure of the highway, or the health, safety, or welfare of the traveling public.
2. No flammable, explosive, dangerous, or hazardous material shall be used, placed, or stored on the land.
3. No buildings or other facilities shall be constructed on the land without prior authorization of the County of York. If and when such authorization is granted, the plans of the building and construction methods shall be subject to the approval of the County of York.
4. No interference shall be made with the right of the County of York to enter above the land for the purposes of inspection, maintenance, repair, reconstruction, or alteration of the structure or other appurtenances.
5. Any substantial change in land use to be made subsequent to the execution of the easement shall be subject to the approval of the Department of Transportation.
6. The notes set forth above and on the plot plan attached hereto and made a part hereof shall not limit or interfere in any way with the present and future operation, use, maintenance, repair, renewal, change, addition, betterment or alteration of the railroad and its supporting facilities.

The GRANTOR does further remise, release, quitclaim, and forever discharge the GRANTEE or any agency or political subdivision thereof, or its or their employees or representatives, of and from all suits, damages, claims, and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq. , for or on account of any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney, and Engineering Fees) and 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The GRANTEE acknowledges that GRANTOR has made no representation whatsoever to the GRANTEE concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of GRANTOR's ownership interest in the Premises.

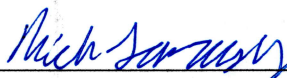
GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO THE GRANTEE OR ANY OF THE GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. THE GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS DEED OF EASEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES.

Certificate of Residence

I hereby certify the Grantee's precise residence to be:

County of York
28 E. Market Street
York, PA 17401-1501

Witness my hand this 26 day of February, 2026



Agent for the GRANTEE

The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

GRANTOR:

York Railway Company
(Name of Entity)

BY: Brian McClain
Brian McClain, President

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

INDIVIDUAL

STATE OF PENNSYLVANIA
COUNTY OF _____
On this _____ day of _____, 20____,
before me, _____,
the undersigned officer, personally appeared _____,
known to me _____,
(or satisfactorily proven) to be the person(s) whose
name(s) _____ subscribed to the within instrument,
and acknowledged that _____ executed the
instrument for the purposes contained in it.
In witness whereof, I hereto set my hand and official
seal.

[Signature]

[Title]
[Seal]

ENTITY

STATE OF Massachusetts
COUNTY OF Worcester
On this 26 day of February, 2026,
before me, Insha Shamshad, the undersigned
officer, personally appeared Brian McClain, who
acknowledged himself to be the President of York
Railway Company, and that as such President, being
authorized to do so, executed the foregoing instrument
for the purposes contained in it by signing on behalf of
the entity as President.
In witness whereof, I hereto set my hand and official seal.
Insha Shamshad [Signature]
Notary Public
[Seal]
INSHA SHAMSHAD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 27, 2030

BSM 02/22/2020

| | | | | |
|-----------------|--------------|-----------------|---------|----------|
| DISTRICT | COUNTY | ROUTE | SECTION | SHEET |
| 8-0 | YORK | SR 7301 BRG R/W | | 21 OF 24 |
| REVISION NUMBER | CITY OF YORK | REVISIONS | DATE | BY |
| | | | | |

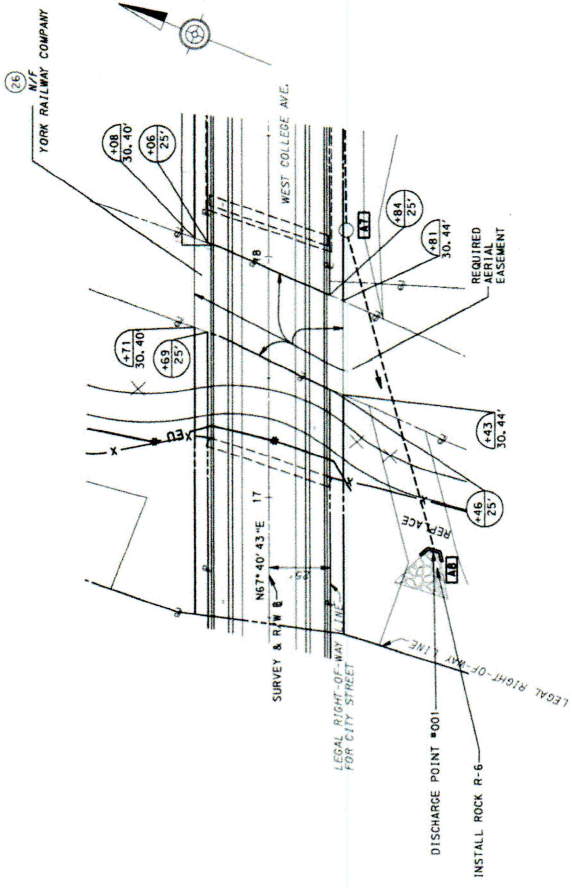
RIGHT-OF-WAY CLAIM INFORMATION

| | | | |
|---|---------------------|--------------|---------------|
| CITY RTE: COLLEGE AVE SEC. NO. R/W CITY OF YORK YORK COUNTY | | SQ FT | |
| PARCEL NO. 26 SHEET NO. 7 | | 2,256 | |
| PROPERTY OWNER(S) YORK RAILWAY COMPANY CLAIM NO. | | | |
| GRANTOR(S) N/A | | | |
| DEED BOOK LINK | DEED | SQ. FT. | REQUIRED AREA |
| PAGE OF DEED LINK | CALCULATED | LINK | |
| DATE OF RECORD LINK | ADVERSES | LINK | |
| CONSIDERATION LINK | LEGATIVE | LINK | |
| TAX STAMPS | TOTAL REQ. R/W LINK | LINK | |
| | TOTAL RESIDUE LINK | LINK | |
| | RESIDUE LT LINK | LINK | |
| | RESIDUE RT LINK | LINK | |
| | VERIFICATION DATE | 06/01/2023 | |
| | DRAWN BY | HRG | |
| | SCALE | 0 25 50 FEET | |

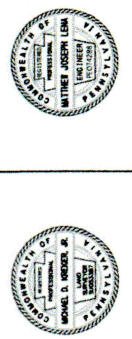
PRIVATE PROPERTY LINES ARE OBTAINED FROM THE DEED OF RECORD, RECORDED SUBDIVISION OR LOT PLANS AND EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.

THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

FOR THE AERIAL EASEMENT DEFINITION, SEE GENERAL NOTES, SHEET 4 OF 21.



HERBERT ROWLAND & GRUBIC INC. HERBERT ROWLAND & GRUBIC INC.
 369 EAST PARK DRIVE 369 EAST PARK DRIVE
 HARRISBURG, PA 17111 HARRISBURG, PA 17111



FOR PLAN, SEE SHEET 7
 FOR PROFILE, SEE SHEET 10

**Legal Description
For
Required Aerial Easement
York Railway Company**

ALL THAT CERTAIN easement situate in West College Avenue, City of York, York County, Commonwealth of Pennsylvania, located approximately 250 feet from an intersection with Oak Lane; being shown on a plan sheet, page 21 of 24, a part of the Right Of Way Plan for the Construction of York County Bridge 81 prepared by Herbert, Rowland & Grubic, Inc., dated Dec 2023, being more fully bounded and described as follows:

BEGINNING at a point on the Southern Required right-of-way line of West College Avenue, said point known as Station 17+43, offset 30.44 feet right; Thence through West College Avenue, North 02 degrees 23 minutes 30 seconds East a distance of 67 feet to Station 17+71, offset 30.40 feet left; Thence along the Northern Required right-of-way line of West College Avenue, North 67 degrees 40 minutes 43 seconds East a distance of 38.00 feet to Station 18+08, offset 30.40 feet left; Thence through West College Avenue South 02 degrees 23 minutes 30 seconds West a distance of 67 feet to Station 17+81, offset 30.44 feet right; Thence along the Southern Required right-of-way of West College Avenue South 67 degrees 40 minutes 43 seconds West a distance of 38.00 feet to the point of **BEGINNING**.

Containing 2,296 square feet.

| | |
|---------------------|------------------------|
| FEDERAL PROJECT NO. | N/A |
| PROJECT NAME/ROUTE | SR 7301 York Co. BR 81 |
| COUNTY | York |
| MUNICIPALITY | City of York |
| PARCEL NO. | 26 |
| CLAIM NO. | N/A |
| CLAIMANT | York Railway Company |

AGREEMENT OF SALE
(Aerial Easement)

THIS AGREEMENT, made *February 20, 2026* by York Railway Company of 200 Meridian Centre, Suite 300, Rochester, NY 14618-3972 owner(s) of property affected by the construction or improvement of the above mentioned highway, its heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the SELLER, and the County of York, of 28 E. Market Street, York, PA 17401-1501, hereinafter called the PURCHASER,

WITNESSETH:

WHEREAS the PURCHASER recorded a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn an aerial easement from the aforesaid property; and

WHEREAS the Parties hereto have agreed that, in lieu of condemnation, the SELLER will convey to the PURCHASER an aerial easement as designated on the attached plot plan.

NOW, THEREFORE, in consideration of the sum of Five Thousand One Hundred and 00/100 Dollars (\$5,100.00) and other good and valuable consideration, the SELLER hereby agrees to sell and convey to the extent of its rights, title and interest in the Premises (defined below) to the PURCHASER, and the PURCHASER agrees to purchase an aerial easement, for the accommodation of piers and other appurtenances, between Stations 17+43 and 18+08 as shown on the plot plan and Legal Description attached hereto and made a part hereof (the "Premises"), said easement to be taken from the premises conveyed or devised to the SELLER by an unknown instrument of N/A dated N/A recorded in N/A, together with the improvements, hereditaments, and appurtenances to the said easement, if any, except those which may be agreed to be retained by the SELLER, free and clear of all liens, charges, delinquent taxes, and assessments, and of all leases and encumbrances which the SELLER has the right to terminate or remove. And the SELLER will warrant generally the property interests to be conveyed.

All expenses of examination of the title and preparation and recording of the deed of easement shall be paid by the PURCHASER. Payment of the purchase price shall be made within ninety (90) days of the date of this agreement.

Loss or damage to the property by fire or other casualty shall be at the risk of the SELLER until possession of the property has been delivered to the PURCHASER.

The PURCHASER and its agents and contractors shall have the right to enter upon the land covered by the easement to be conveyed for making studies, surveys, tests, soundings, and appraisals.

The SELLER does further agree that the following limitations shall be imposed upon use of the surface land within the aerial easement, which limitations shall run with the land:

1. No use shall be made of the land which shall endanger the structure of the highway, or the health, safety, or welfare of the traveling public.
2. No flammable, explosive, dangerous, or hazardous material shall be used, placed, or stored on the land.
3. No buildings or other facilities shall be constructed on the land without prior authorization of the County of York. If and when such authorization is granted, the plans of the building and construction methods shall be subject to the approval of the County of York.
4. No interference shall be made with the right of the County of York to enter above the land for the purposes of inspection, maintenance, repair, reconstruction, or alteration of the structure or other appurtenances.
5. Any substantial change in land use to be made subsequent to the execution of the easement shall be subject to the approval of the County of York.
6. The notes set forth above and on the plot plan attached hereto and made a part hereof shall not limit or interfere in any way with the present and future operation, use, maintenance, repair, renewal, change, addition, betterment or alteration of the railroad and its supporting facilities.

The SELLER does further remise, release, quitclaim, and forever discharge the PURCHASER or any agency or political subdivision thereof, or its or their employees or representatives, of and from all suits, damages, claims and demands which the SELLER might have otherwise been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of any injury to or destruction of the aforesaid property of the SELLER through or by reason of the aforesaid utility relocation, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney, and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

The PURCHASER acknowledges that SELLER has made no representation whatsoever to the PURCHASER concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of SELLER's ownership interest in the Premises.

SELLER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. SELLER SHALL NOT BE RESPONSIBLE TO THE PURCHASER OR ANY OF THE PURCHASER'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. THE PURCHASER ACCEPTS ALL RIGHTS GRANTED UNDER THIS DEED OF EASEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON SELLER'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

SELLER:

York Railway Company
(Name of Entity)

BY: Brian McClain
Brian McClain, President

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

PURCHASER

BY Julie Wheeler
Julie Wheeler, President Commissioner

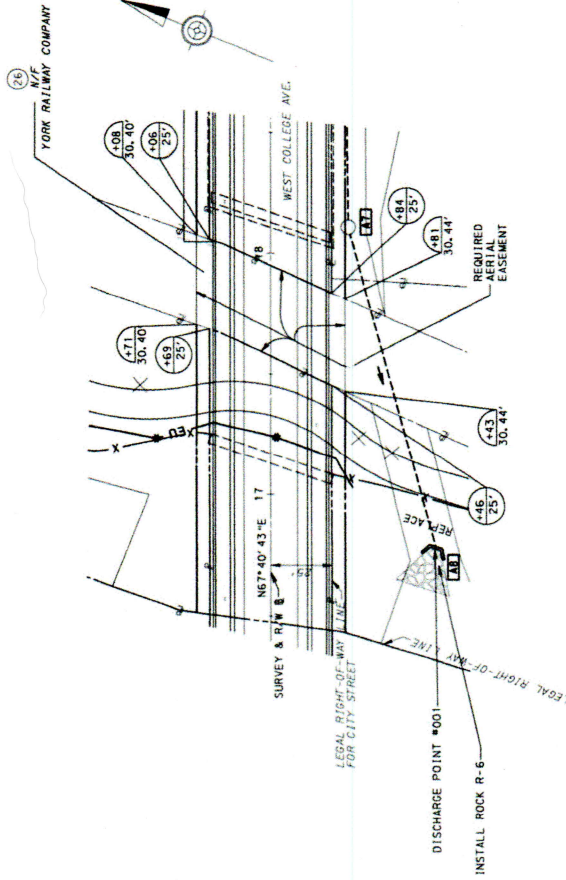
| | | | | |
|-----------------|--------------|-----------------|---------|----------|
| DISTRICT | COUNTY | ROUTE | SECTION | SHEET |
| B-0 | YORK | SR 1301 BRG R/W | | 21 OF 24 |
| REVISION NUMBER | CITY OF YORK | REVISIONS | DATE | BY |
| | | | | |

RIGHT-OF-WAY CLAIM INFORMATION

CITY RTE. COLLEGE AVE SEC. NO. R/W CITY OF YORK YORK COUNTY
 PARCEL NO. 26 SHEET NO. 7 CLAIM NO.
 PROPERTY OWNER(S) YORK RAILWAY COMPANY GRANTOR(S) N/A
 GRANTEE(S) N/A

| AREAS | | SQ. FT. | REQUIRED AREA | SQ. FT. |
|--------------------------|--------------|---------|---------------|---------|
| DEED BOOK LINK | UNKN | | | |
| DEED | UNKN | | | |
| CALCULATED | UNKN | | | |
| ADVERSE | UNKN | | | |
| DATE OF DEED | UNKN | | | |
| DATE OF RECORD | UNKN | | | |
| DESCRIPTION | UNKN | | | |
| TAX STAMPS | UNKN | | | |
| TOTAL RESIDUE | UNKN | | | |
| RESIDUE LT | UNKN | | | |
| RESIDUE RT | UNKN | | | |
| VERIFICATION DATE | 06/01/2023 | | | |
| DRAWN BY | HRG | | | |
| SCALE | 0 25 50 FEET | | | |
| REQUIRED AERIAL EASEMENT | | 2,256 | | |

PRIVATE PROPERTY LINES ARE PLOTTED FROM THE DEED OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES ARE NOT GUARANTEED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.
 THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.
 FOR THE AERIAL EASEMENT DEFINITION, SEE GENERAL NOTES, SHEET 4 OF 21.



HERBERT, ROWLAND & GRUBIC, INC. - HERBERT, ROWLAND & GRUBIC, INC.
 369 EAST PARK DRIVE 369 EAST PARK DRIVE
 HARRISBURG, PA 17111 HARRISBURG, PA 17111

FOR PLAN, SEE SHEET 7
 FOR PROFILE, SEE SHEET 10

BM 02/20/2026

**Legal Description
For
Required Aerial Easement
York Railway Company**

ALL THAT CERTAIN easement situate in West College Avenue, City of York, York County, Commonwealth of Pennsylvania, located approximately 250 feet from an intersection with Oak Lane; being shown on a plan sheet, page 21 of 24, a part of the Right Of Way Plan for the Construction of York County Bridge 81 prepared by Herbert, Rowland & Grubic, Inc., dated Dec 2023, being more fully bounded and described as follows:

BEGINNING at a point on the Southern Required right-of-way line of West College Avenue, said point known as Station 17+43, offset 30.44 feet right; Thence through West College Avenue, North 02 degrees 23 minutes 30 seconds East a distance of 67 feet to Station 17+71, offset 30.40 feet left; Thence along the Northern Required right-of-way line of West College Avenue, North 67 degrees 40 minutes 43 seconds East a distance of 38.00 feet to Station 18+08, offset 30.40 feet left; Thence through West College Avenue South 02 degrees 23 minutes 30 seconds West a distance of 67 feet to Station 17+81, offset 30.44 feet right; Thence along the Southern Required right-of-way of West College Avenue South 67 degrees 40 minutes 43 seconds West a distance of 38.00 feet to the point of **BEGINNING**.

Containing 2,296 square feet.

Riverside Lofts LLC
Attn: Yohn Property Management
96 S George St
York, PA 17401

Amos S Smucker
229 W College Ave
York, PA 17401

Respectfully submitted,

Dated: March 10, 2026

By: 