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BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C.

Finance Docket No. 36548

ACQUISITION AND OPERATION EXEMPTION
IN YORK COUNTY, PA

VERIFIED NOTICE OF EXEMPTION

PETITION FOR RECONSIDERATION

1. James Riffin, (Petitioner), a non-carrier, herewith Petitions for Reconsideration of the Board's **April 21, 2022** Served Decision in the above entitled proceeding. [Which Decision rejected Petitioner's Notice of Exemption ("NOE").]

BACKGROUND INFORMATION

2. Petitioner, in his NOE, sought authority to acquire and operate three separate line segments:

A. The segment of the Stewartstown Railroad's line of railroad, that lies between MP 0.00 and MP 0.034. Riffin filed a Motion to Amend to **DELETE** this line segment from his NOE. Reason for the Deletion: Riffin's 'legal interest' in this line segment, at this point in time, is tenuous / speculative. (Riffin must first prevail in Quiet Title litigation, before he acquires any legal interest in the line segment.)

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May 11, 2022
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- B. The segment of the Penn Central's York Branch line of railroad that lies between MP 2.0 and MP 7.0. Riffin filed a Motion to Amend to **DELETE** this line segment from his NOE. Reason for the Deletion: Whether this line segment still is a line of railroad / still is subject to the jurisdiction of the Board, at this point in time, is tenuous / speculative. [In FD 24738, filed in 1967, the Pennsylvania Railroad ("PRR") sought authority to abandon the York Branch line segment that lies between MP 1.2 and MP 7.0. It is presently unknown if, pursuant to Pennsylvania abandonment law, either the PRR, or the Penn Central Corporation, consummated abandonment of this line segment.]
- C. The segment of the York Branch line of railroad that lies between MP 7.0 and the Western side of the Campbell Road right-of-way, at or near MP 7.53. Riffin **MAKES NO CHANGE** to this portion of the NOE. [The NOE, **as amended**, now seeks authority to acquire and operate **ONLY** that line segment that lies between MP 7.0, and the western side of Campbell Road, at or near MP 7.53, situate in the Township of Hellam, York County, PA.]

STEWARTSTOWN RAILROAD LINE SEGMENT

3. The Board, in its Decision, rejected this portion of the NOE, for the following reasons:
- A. Petitioner's failure to serve a copy of the NOE on the Stewartstown Railroad;
 - B. Unanswered questions:
 - a. Whether the original sale of the line segment required Board authority;
 - b. Whether Petitioner had the ability, or the intent, to operate the line segment as a line of railroad.
4. The Board did NOT raise the issue of whether Petitioner had a 'sufficient legal interest' to warrant granting Petitioner authority to acquire the line segment.

YORK BRANCH LINE SEGMENT BETWEEN MP 2.0 AND MP 7.0

5. The Board, in its Decision, rejected this portion of the NOE, for the following reasons:
 - A. The Board questioned whether the Board had jurisdiction over the York Branch line segment that lies between MP 2.0 and MP 7.0;
 - B. The Board noted that the PRR, in 1967, sought authority to abandon the York Branch line segment that lies between MP 1.2 and MP 7.0, citing FD 24738.

YORK BRANCH LINE SEGMENT BETWEEN MP 7.0 AND MP 7.53

6. The Board, in its Decision, rejected this portion of the NOE, for the following reasons:
 - A. Insufficient details regarding the “Agreement” between the conveying railroad (Norfolk Southern Railway Company), and Riffin.
 - B. “It is difficult to assess Riffin’s claims without supporting documentation, which for this segment would need to include both the 1976 deed and the valuation map, and possibly further clarification of the circumstances and meaning of the York Branch Order (including whether the court understood the western edge of Campbell Road to be at milepost 7.53 or milepost 7.0.)”
 - C. “Riffin does not indicate, however, whether ESPN’s interest has been transferred to him, or whether he has a lease agreement with ESPN, or even whether NSR and ESPN are aware of his claims.”

ARGUMENT – STEWARTSTOWN AND MP 2.0 TO MP 7.0 LINE SEGMENTS

7. Prior to filing this Petition for Reconsideration, Petitioner filed a Motion to Amend his NOE.

In his Motion to Amend, Riffin moved to DELETE the Stewartstown Railroad line segment, and the York Branch line segment that lies between MP 2.0 and MP 7.0.

8. By Deleting the Stewartstown, and the MP 2.0 to MP 7.0, line segments, the Board's basis for rejecting the NOE for these two line segments, has been rendered MOOT.

ARGUMENT – YORK BRANCH LINE SEGMENT BETWEEN MP 7.0 AND MP 7.53

DUE PROCESS

9. The documentation, and detail, required to be filed with a 49 C.F.R. §1150.31 NOE, is minimal.

10. There is NO requirement that the details of the “Agreement” between the conveying carrier, and the Applicant, be filed with the NOE. Nor is there a requirement to file a copy of (A) a Valuation Map, which indicates where various Mileposts are physically located on the ground; (B) the Deed by which the conveying carrier acquired its title to the line segment; or (C) to serve a copy of the NOE on the conveying carrier (or on any other entity that may be affected by the NOE).

11. While the Board may, in its discretion, request additional information prior to permitting a NOE to become effective, Petitioner argues that it is ‘arbitrary, capricious, or unreasonable,’ and violates Riffin's Due Process Rights, for the Board to reject Riffin's NOE without FIRST giving Riffin notice of the Board's desire for more documentation, and affording Riffin an opportunity to respond to the request for more documentation.

NOTICE TO INTERESTED ENTITIES

12. Notice to interested entities is presumed when documents are filed on the Board's Website. Particularly when the interested entities are rail carriers (and thus have an obligation to keep

informed as to matters published on the Board's Website).

13. While the Board frequently requires separate notice be served on Shippers, and other non-carrier entities, it is quite rare for the Board to require notice be served on carriers.

14. Petitioner certifies (below) that a copy of this Petition for Reconsideration, and a copy of his Original NOE, were served, via First Class Mail, upon Counsel for Pennsylvania Lines and Norfolk Southern Railway Corporation, and upon the East Penn Railroad. (Previously, Petitioner sent a letter to the East Penn Railroad. Petitioner received no response to the letter.)

THE 'AGREEMENT' WITH NORFOLK SOUTHERN

15. The Consent Order is the entirety of the 'Agreement' between Petitioner and Norfolk Southern. The Complaint that preceded the Consent Order contained 60+ pages of exhibits, plus 10 pages of argument.

16. The Consent Order, on p. 1, states that Riffin:

"shall have and hold the portion of that certain railroad right-of-way that ... (ii) lies Easterly of the Western boundary line of the Campbell Road right-of-way (the "Riffin Segment"), forever;

Together with **all ... the ... rights, liberties, privileges ... and any and all other rights, privileges or legal interests appertaining or appurtenant to, or associated in any way with,** the Riffin Segment;" Bold added.

17. The Consent Order clearly states that whatever rights associated with the York Branch that lies Easterly of the Western boundary line of Campbell Road, belong to Riffin. Those rights would include any 'line of railroad' rights.

18. Riffin argues that the Consent Order gives 'sufficient detail' as to the rights Norfolk Southern is relinquishing to Riffin. (ALL of whatever rights Norfolk Southern may have had, which

would include ALL of whatever rights Conrail may have acquired.)

1976 DEED TO CONRAIL

19. The Board's Decision indicated that the Board desired to have a copy of the 1976 Deed which conveyed the York Branch from the Penn Central's Trustees to Conrail.

20. A copy of the relevant portions of the 1976 Deed to Conrail is appended. See Appendix pp. 1 - 8 ("A-1 to 8").

VALUATION MAP

21. Riffin asked Counsel for Norfolk Southern, multiple times, for a copy of Valuation Map 500-8007-10-8-2. [The 1976 Deed states that that Valuation Map ("**Val Map**") is the Val Map that covers the intersection of the York Branch with Campbell Road. See A-8.] Norfolk Southern never provided Riffin with a copy of the Val Map.

22. On page 9 of the East Penn Lease and Operation Exemption, FD 35533, is a map depicting the Eastern portion of the York Branch that East Penn sought authority to operate. A copy of the East Penn Map is appended at A-13. The East Penn Map indicates that MP 7.50 is just a bit East of Campbell Road.

23. It is difficult to discern the names of the roads crossing the York Branch, as depicted on the East Penn Map on the Board's Website for the East Penn Lease Exemption filing (FD 35533).

24. Riffin appends a copy of Conrail's ZTS Map for the York Branch. (Zone 50, pp. 14 and 15.) A-11, 12. The Names of the roads crossing the York Branch in the vicinity of Campbell Road, are clearly indicated on the ZTS Map. The shapes, locations, and orientations of the various roads crossing the York Branch [Campbell, Stonewood, Private, and Route 462 (E. Market St)], are also clearly indicated on the ZTS Map.

25. The East Penn Map IS NOT a copy of the Val Map for this portion of the York Branch line segment.

26. The East Penn Map DOES APPEAR to be a copy of the ZTS Map for this portion of the York Branch line segment. (All of the sidings and other details on the East Penn Map match, exactly, all of the details on the ZTS Map.)

27. While the ZTS Map does NOT indicate Mileposts, the East Penn Map DOES indicate that MP 7.50 is just a bit **East** of Campbell Road.

28. Since the East Penn Map is a part of the Board's Official Records, Riffin argues that the Board may take 'judicial notice' of the East Penn Map, and may conclude (as Riffin concludes), that MP 7.50 is a bit **East** of Campbell Road.

29. Since MP 7.50 is a bit **East** of Campbell Road, MP 7.0 must also be **East** of Campbell Road.

30. And since, per the Consent Order, all rights associated with the Riffin Segment belong to Riffin, EVERYTHING **East** of Campbell Road (to the Eastern-most extent of Riffin's Segment), belongs to Riffin.

31. Which means that, per the Consent Order, **ALL** of the rights associated with the portion of the York Branch that lies between MP 7.0 and 7.50, belong to Riffin.

32. The Decision notes that the Final System Plan describes the portion of the York Branch that was being retained as a line of railroad, as "extending from *Hellam* (Milepost 7.0) to *York, Pa.* (Milepost 12.8), a distance of 5.8 *miles* in York County, Pa." Decision at 4. Italics in original.

33. Riffin's NOE expressly states that he seeks authority to acquire and operate "between Milepost 2.0 [now 7.0, after Riffin's Amendment] and ending on the western side of Campbell Road, **at or near** MP 7.53." NOE at p. 2. Bold added.

34. Precisely where MP 7.0 is physically located on the ground is immaterial, so long as MP 7.0 is physically located somewhere on real property that Riffin has title to. (Which it is.)

35. Precisely what the MP is for the Westerly Side of Campbell Road is immaterial, so long as MP 7.50 is physically located East of Campbell Road. (Which the Board's own records clearly indicates that it is.)

36. Riffin seeks authority to acquire and operate to the Western- most-extent of his real property: The West side of Campbell Road. Which the Board's records clearly indicates is a bit West of MP 7.50. Or, as Riffin accurately phrased it: "at or near MP 7.53."

37. Riffin argues that a copy of the Val Map for the portion of the York Branch that crosses Campbell Road, **is not needed** (nor required) in this Proceeding: Riffin seeks authority to acquire and operate from the Western side of Campbell Road (which location is, per the Board's own records, clearly at a Milepost greater than 7.50 / which location is clearly physically located on real property Riffin has title to / for which location **no reference to a milepost is needed** to determine the exact physical location) to MP 7.0 (which location is, per the Board's own records, clearly East of Campbell Road / which location is clearly physically located on real property Riffin has title to).

FURTHER CLARIFICATION OF THE YORK BRANCH ORDER

38. The Decision, at 5, states:

"It is difficult to assess Riffin's claims without supporting documentation, which for this segment would need to include both the 1976 deed and the valuation map, and possibly further clarification of the circumstances and meaning of the York Branch Order (including whether the court understood the western edge of Campbell Road to be at milepost 7.53 or milepost 7.0.)"

39. The "meaning of the York Branch Order" can ONLY be determined by the Special Court. The Board does not have the jurisdiction to ascertain the "meaning of the York Branch Order"

40. The *Final System Plan* document ‘speaks for itself.’ For the York Branch, there is NO ambiguity as to what portion of the York Branch the Special Court intended to retain as a line of railroad: From MP 7.0, in Hellam, PA, to MP 12.8, in York, PA. See Final System Plan, Vol. I, Part II, P. 273, Line Code 1340, July 26, 1975, which states:

<u>Line Code</u>	<u>From Station</u>	<u>To Station</u>	<u>MP 1</u>	<u>MP 2</u>	<u>Branch Name</u>	<u>Interests</u>
1340	Stony Brook	Stony Brook	7.0	7.2	York Branch	Line to CRC
1340	Stony Brook	York	7.2	12.8	York Branch	Line to CRC

41. The ONLY milepost that has any significance in this proceeding is MP 7.0. For MP 7.0 is the beginning point of the York Branch line segment that the Special Court intended to retain as a line of railroad.

42. Furthermore, Riffin need only provide, by a preponderance of the evidence, evidence that MP 7.0 is physically located on real property that Riffin has title to, and that the physical location of MP 7.0 is somewhere East of Campbell Road.

43. The Board’s own records, clearly indicate that MP 7.5 is a bit **East** of Campbell Road. And if MP 7.5 is a bit **East** of Campbell Road, then MP 7.0 must be an **additional** 0.5 mile **East** of Campbell Road.

44. There is NO evidence in the record that indicates MP 7.5 is West of Campbell Road.

45. The Consent Order clearly establishes that Riffin has title to the York Branch Segment that lies East of the West side of Campbell Road.

46. Riffin argues that there is NO uncertainty that Riffin presently has title to that portion of the Line of Railroad known as Line Code 1340 / York Branch, that lies between the West side of Campbell Road, at a milepost that is equal to, or greater than, MP 7.5, and MP 7.0, which is

physically located approximately one-half mile East of Campbell Road.

47. Riffin will further note for the Board, that there is Pennsylvania Standard 130 pound rail physically on the ground, from the East side of Campbell Road, to a point that is approximately 2,800 feet East of the East side of Campbell Road.

EAST PENN'S LEASE AGREEMENT

48. The Board's decision stated that Riffin did not indicate whether East Penn's Lease Agreement had been transferred to Riffin.

49. That Lease Agreement has not been transferred to Riffin. Nor need it be transferred to Riffin **prior to** Riffin's NOE becoming effective.

50. Riffin's legal interests **are superior to** East Penn's legal interests.

51. Norfolk Southern, when it executed the East Penn lease agreement, could only lease to East Penn whatever rights Norfolk Southern possessed.

52. The Consent Order clearly states that Norfolk Southern **has no legal rights** East of the West side of Campbell Road.

53. Consequently, East Penn has no legal basis to assert that it has any rights East of the West side of Campbell Road.

54. Authority from the Board to operate a line of railroad does NOT grant the operator any legal interest in the real property underlying, or associated with, the line of railroad. ALL property rights associated with a line of railroad, are determined by State Real Property Law.

CONCLUSION

55. WHEREFORE, for the foregoing reasons, Petitioner respectfully prays that the Board:

A. Grant Petitioner's Petition for Reconsideration;

B. Reconsider Petitioner's NOE on the basis of Petitioner's AMENDED NOE;

C. Permit Petitioner's NOE to become effective, for the York Branch line segment that lies between the West side of Campbell Road and MP 7.0;

D. And for such other and further relief as would be appropriate.

56. I certify under the penalties of perjury that I am competent, and authorized, to make the above statements, that I am over the age of 21, and that the facts presented above are true and correct to the best of my personal knowledge, information and belief.

Respectfully,

/s/ James Riffin

Executed on: May 10, 2022

James Riffin

CERTIFICATE OF SERVICE

I hereby certify that on May 11, 2022, I served a copy of the ORIGINAL NOE (as originally filed), a copy of this Petition to Reconsider, and a copy of the Board's April 21, 2022 Served Decision, upon Stephen Feinour, Nauman Smith Shissler & Hall LLP, 18th Floor, 200 N. 3rd Street, Harrisburg, PA 17101, counsel for Pennsylvania Lines LLC and Norfolk Southern Corporation, and on the East Penn Railroad, 505 S. Broad St., Kennett Square, PA 19348.

/s/ James Riffin

James Riffin

Document No.

PC-CRC-RP-219

000664

00647

DEED

RECORDED - PAID

JAN 10 10 45 AM '73

RECORDS OFFICE
YORK, YORK COUNTY, PA.

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 Docket 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 York, 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 Ralph W. Pickard 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:

Anita M. Evjy
Anita M. Evjy
Dirk Partridge
Dirk Partridge

ROBERT W. BLANCHETTE, RICHARD
C. BOND AND JOHN H. MCARTHUR,
AS TRUSTEES OF THE PROPERTY OF
PENN CENTRAL TRANSPORTATION
COMPANY, DEBTOR

By *Ralph W. Pickard*
Ralph W. Pickard
OFFICER

L.S.

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 Ralph W. Pickard 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.



This Instrument Prepared By:
United States Railway Association
Pursuant to the Act

Jo Ann E. Draney
My Commission Expires January 1, 1980

Doc. 76W : 347

Document No.

PC-CRC-RP-219

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 York, 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 the following pages: A-1, A-2 Revised, A-3 Revised

A-1

A-5

BOOK 70W 349

Document No.
PC-CRC-RP-219

Situate in the County of York, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the York 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 in Wrightsville in Hellam Township, and terminates in the County at the connection with the Northern Central Secondary Track in Spring Garden.

The line of railroad described herein is identified as Line Code 1340 in the records of the United States Railway Association.

A - 3 - Revised

A-6

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 York, 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-2, B-3 Revised, B-9, B-11

B-1

A-7

Situate in the County of York, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the York 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 easterly of the following described lateral cut line:

Being a line drawn at right angles to the centerline of railroad right-of-way at Station 370+00, more or less, and along the westerly line of Campbell Road, as shown on Railroad Valuation Map No. 500-8007-10-8-2, as revised to December 31, 1967.

The part of the line of railroad described herein begins at the lateral cut line in Stony Brook and extends to the end of the line in Wrightsville in Hellam Township.

The lateral cut line is identified as Line Code 1340-7.0 in the records of the United States Railway Association.



CONRAIL
CUSTOMER SERVICE
ZTS MAPS

HARRISBURG DIVISION
VOLUME 1

DATE OF ISSUE:
OCT 1992

HARRISBURG DIVISION - VOLUME 1
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ZONE 50

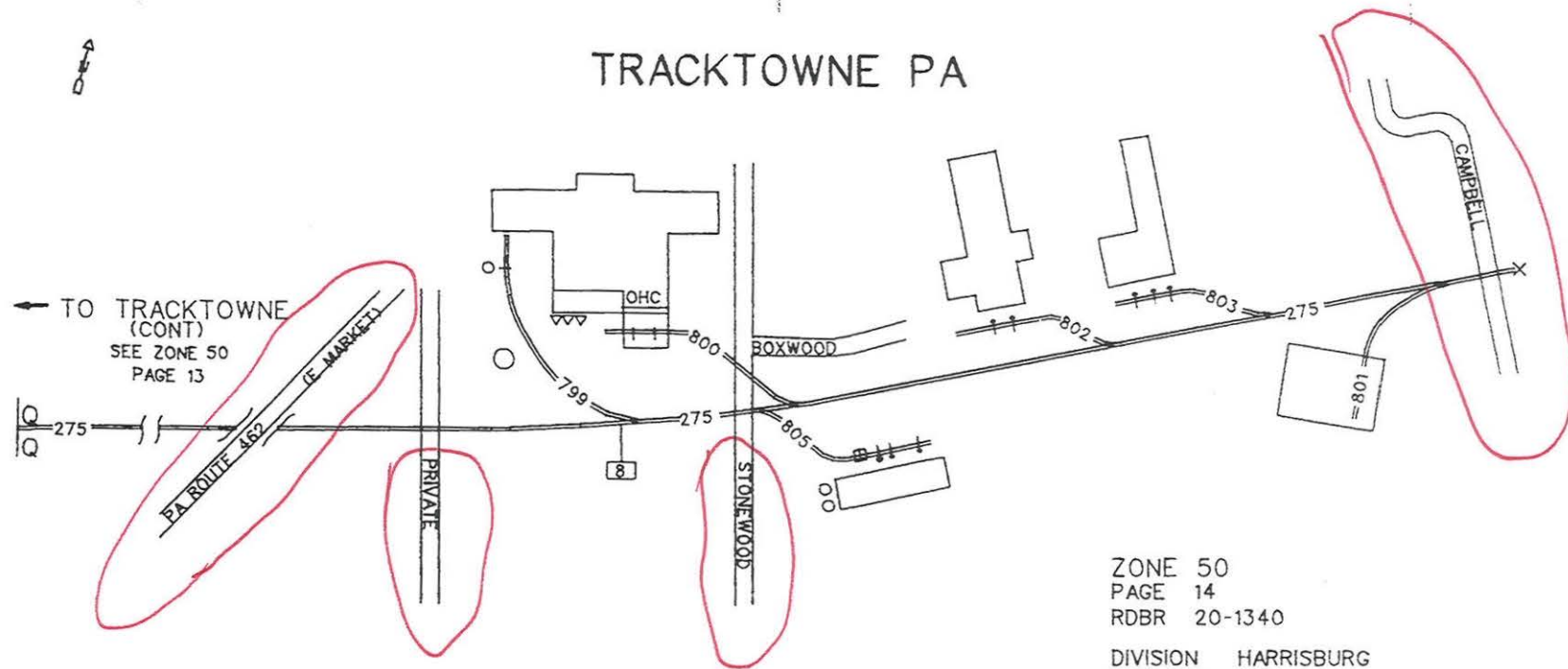
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50 275 00 00 York - Ind.
50 799 01 01 Campbell Chain
50 800 01 02 Campbell Chain
50 801 99 99 American Hydro
50 802 01 02 Cor Box - (Lok Box)
50 803 01 03 Cor Box
50 805 01 04 Penna. Perlite

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TRACKTOWNE PA



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ATTACHMENT A

Description of the Line

All of the right of way and adjacent real property located between the following endpoints, including but not limited to sidings, sidetracks, yards or facilities presently owned by NSR that are accessed via the right of way:

————— - Indicates ESPN Leased "Wye Track"

Description	Milepost Limits	Segment Length (miles)
York IT	YR 7.50 – YR 12.31	4.81
	Total Miles:	4.81

EAST PENN N.O.E.
LEASE & OPERATION
F.D. 35533
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