



KAPLAN KIRSCH ROCKWELL

November 19, 2007

Hon. Vernon A. Williams
Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

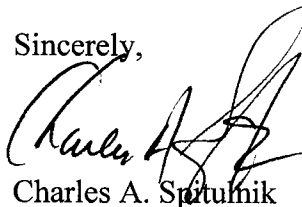
**Re: Genesee & Wyoming Inc. – Control Exemption – Maryland Midland
Railway, Inc., Finance Docket No. 35098; and**

**Maryland Midland Railway, Inc. – Acquisition and Operating Exemption –
Certain Assets of the Maryland Transit Administration
Finance Docket No. 35099**

Dear Sir:

I am enclosing the Petition of the Maryland Transit Administration For A Stay in the
above referenced proceedings.

Sincerely,



Charles A. Spatnik

Enclosure

**Before the
Surface Transportation Board
Washington, D.C.**

FINANCE DOCKET NO. 35098

**GENESEE & WYOMING INC.
-- CONROL EXEMPTION --
MARYLAND MIDLAND RAILWAY, INC.**

FINANCE DOCKET NO. 35099

**MARYLAND MIDLAND RAILWAY, INC. --
ACQUISITION AND OPERATION EXEMPTION --
CERTAIN ASSETS OF THE
MARYLAND TRANSIT ADMINISTRATION**

**PETITION OF
THE MARYLAND TRANSIT ADMINISTRATION
FOR A STAY**

Communications with respect to this
document should be addressed to:

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Counsel for the Maryland Transit
Administration

Dated: November 16, 2007

**Before the
Surface Transportation Board
Washington, D.C.**

FINANCE DOCKET NO. 35098

**GENESEE & WYOMING INC.
-- CONROL EXEMPTION --
MARYLAND MIDLAND RAILWAY, INC.**

FINANCE DOCKET NO. 35099

**MARYLAND MIDLAND RAILWAY, INC. --
ACQUISITION AND OPERATION EXEMPTION --
CERTAIN ASSETS OF THE
MARYLAND TRANSIT ADMINISTRATION**

**PETITION OF
THE MARYLAND TRANSIT ADMINISTRATION
FOR A STAY**

The Maryland Transit Administration (“MTA”), by counsel, hereby petitions this Board for a stay of the effective date of the Notices of Exemption filed by Genesee & Wyoming Inc. (“GWI”) and by Maryland Midland Railway, Inc. (“MMID”) (each a “Notice of Exemption” or “NOE”), respectively in these proceedings.¹ Because the relief sought will serve the public interest in ensuring that the rights of the State are preserved following the transactions that are the subject of these Notices of Exemption, MTA respectfully submits that the stay should be granted².

¹ While these proceedings have not been consolidated, the issues underlying both Notices of Exemption are inextricably linked. As a result, MTA is seeking this stay in both proceedings.

² According to the Notices published by this Board in this proceeding on Friday, November 15, 2007, the transaction in F. D. No. 35098 can not be consummated before December 2, 2007. The Notice of Exemption with respect to the sale by MTA to MMID is not effective until December 21, 2007, unless this Board grants the waiver of the 60 day notice requirement related to the notice to the affected labor organizations.

MTA seeks this relief in order to allow it to confirm that the proposed transactions do not adversely affect the rights it retained upon the sale to MMID of property described in the Purchase and Sale Agreement dated as of February 16, 2005, by and between MTA and MMID (the “PSA”), a copy of which is attached hereto as **Exhibit A**. Under the PSA, MTA agreed to transfer to MMID certain real property. Certain terms and conditions of the PSA governing various rights and obligations of MTA and MMID survived the consummation of the transfer. MTA has been unable to ascertain, based on filings to date in these proceedings, that the pending transactions do not adversely affect any of its surviving rights or obligations. Additionally, MTA has recently become aware of inconsistencies between the PSA and the recorded deeds vesting title in MMID, dated January 23, 2006, and recorded among the land records of: (1) Frederick County, Maryland, in Deed Book 5856 at page 477; (2) Carroll County, Maryland, in Deed Book 4766 at page 532, and (3) Adams County, Pennsylvania, in Deed Book 4425 at page 173 (collectively, the “**Deeds**”), copies of which are attached hereto at **Exhibit B**.

Moreover, MTA and the officials of the Maryland Department of Transportation (“**MDOT**”) are conducting an investigation into the legitimacy of the transaction between MTA and MMID that is the subject of F. D. No. 35099. The investigation is not yet complete, and MDOT officials want to ensure that consummation of the transactions covered by these Notices of Exemption does not interfere with their ability to bring that investigation to a conclusion promptly.

As a result, MTA requests a stay of the effective date of the NOE’s in F.D. No. 35098 and 35099 and of the pending acquisition of control of MMID by GWI in order to ensure that its ability to conform the Deed of record to reflect the intent and understanding of MTA and MMID as set forth in the PSA is not affected by the transaction that is the subject of the proceeding in

F.D. No. 35098, and to complete the investigation of the transaction that is the subject of F.D. No. 35099. Both conformance of the Deeds as necessary to reflect accurately the MTA-MMID transaction, and completion of the investigation with respect to that transaction, are necessary to protect the public interest and to preserve the integrity of the pending transaction between GWI and MMID.

Further development of facts is necessary in order to allow MTA to (1) ascertain what effect the pending GWI/MMID transaction may have on its continuing rights and obligations, as well as any continuing rights and obligations of MMID, pursuant to the PSA and (2) reform the Deed from MTA to MMID. MTA seeks this stay to postpone implementation of that transaction.

BACKGROUND

According to the Notice in F.D. No. 35098, GWI intends to acquire control of MMID pursuant to a proposed merger. GWI represents in its NOE that the merger will be governed by an Agreement and Plan of Merger by and among GWI, MMID, MMID Holding Inc. and MMID Acquisition Sub Inc. (the “**Merger Agreement**”), which will become effective on or soon after the effective date of the NOE. Prior to this proceeding, MTA conveyed to MMID the property that is described in the PSA.³ However, upon review of the MTA-MMID transaction documents after learning of the proposed MMID-GWI transaction, MTA discovered that the Deeds are

³ The property described in the PSA includes that certain rail corridor consisting of real property, railroad track and appurtenant railroad facilities comprising portions of the lines of railroad known as the Western Maryland Railroad Company’s former Highfield-Glyndon Line and Penn Central’s Littlestown to Frederick Line. The portion of the former Penn Central Littlestown to Frederick Line subject to the PSA consists of approximately 20.25 miles of the railroad right-of-way beginning at the northeast abutment of bridge number 39.60 at valuation station 2091+56 (Mile Post 39) in Littlestown, Township of Germany, County of Adams, in the Commonwealth of Pennsylvania, proceeding southwesterly to just north of North Glade Road, north of Walkersville, Frederick County, Maryland, at valuation station 3169+66.2 (Mile Post 60.1) (the “**Littlestown-Walkersville Line**”); the portion of the former Western Maryland Railway Company Highfield-Glyndon Line subject to the PSA consists of approximately 8.25 miles of railroad right-of-way from Westminster (northwest of MD Rte. 27), Carroll County, Maryland, at valuation station 1124+40, proceeding easterly to Cedarhurst (northwest of MD Rte. 91), Carroll County, Maryland at valuation station 1560+40 (the “**Westminster-Cedarhurst Line**”) (collectively, the “**Lines**”). See, PSA attached hereto as Exhibit A, at Section 2.

wrong. That is, the property description attached to the Deeds describes the Littlestown-Walkersville Line as consisting of right-of-way that extends beyond Walkersville to Frederick, totaling some 30.03 miles, approximately 9.78 miles longer than the right-of-way described in the PSA for the Littlestown-Walkersville Line. According to the PSA, MTA and MMID did not intend to include any property between Walkersville and Frederick in the transfer to MMID. Because the Deeds do not conform to the intent of MTA and MMID as clearly set forth in the PSA, MTA seeks (1) to confirm whether the real property included among the assets of MMID in connection with the pending transaction is described in accordance with the PSA (and not in accordance with the Deeds) and (2) to determine whether any other terms and conditions of the pending transaction affect any continuing rights and obligations of either MTA or MMID arising out of the PSA.

In addition, the officials of MDOT and MTA have determined that an investigation into the legitimacy of the MMID-MTA transaction is required. That investigation is now underway. Since the Notice of Exemption MMID has filed in Finance Docket 35099 retroactively seeks an exemption for the transfer from MTA to MMID, MTA is seeking to stay the effective date of that proceeding as well in order to allow the Board and the parties to address these issues effectively.

Issuing a stay will not work any prejudice to GWI or MMID since MMID will continue operating as it has been doing since it acquired the property that is the subject of F.D. No. 35099. On the other hand, staying the effective date pending a determination of these issues will be consistent with the public interest because it will give the MTA, MMID and GWI the opportunity to clarify the questions MTA has about the MTA-MMID transaction, to confirm that the deeds accurately reflect the property that is actually involved in the pending transaction

between GWI and MMID, and to determine whether the pending transaction affects any continuing interest of MTA or MMID pursuant to the PSA.

ARGUMENT

THE STAY SHOULD BE GRANTED

MTA asks this Board to stay the effective date of both Notices of Exemption pending resolution of the issues set forth above. Where substantive issues are identified in connection with a pending transaction, the Board has been willing to postpone the effective date of an applicable exemption in order to allow the parties to resolve them. As the Board determined recently in Finance Docket 35002, *Savage, Bingham & Garfield Railroad Company – Acquisition and Operation Exemption – Union Pacific Railroad Company, slip op.* (Service Date March 28, 2007), the public interest and integrity of the Board's processes are protected by the issuance of a stay in order to allow a thorough evaluation of issues that may affect the basis on which a party may claim an exemption. Issues relating to the very property covered by a proposed transaction, and questions about the legitimacy of the transaction, clearly fall into this category. In *Savage*, the Board stayed the implementation of an acquisition and operating exemption in order to allow potentially aggrieved shippers to determine whether the terms and conditions of a freight operating agreement proposed in connection with the exemption would adversely affect freight rail service on the subject lines. MTA requests a stay in the current proceeding in order to allow a similarly fact-based evaluation to occur.

This request for a stay satisfies all of the criteria articulated in long-standing precedent governing the issuance of a stay. No harm will accrue to GWI or MMID from the stay because the delay will not prejudice the interests of the parties to the transaction and no interruption or

other effects on freight rail service will occur. The public interest supports issuance of the stay because it will allow MTA, MMID and GWI resolve basic issues relating to the pending transaction and avoid the possibility of litigation over the title to the property of MMID affecting publicly-owned property. If MTA is unable to determine the effects of the pending transaction on existing interests arising out of the PSA, the harm it may suffer would not be reparable by payment of money damages. Moreover, because MTA is quite certain that the Deeds incorrectly describe the property that MTA intended to convey to MMID, it has a substantial likelihood of success in any action in State court seeking to reform the Deeds.

The standards governing disposition of a petition for stay are: (1) whether petitioner is likely to prevail on the merits; (2) whether petitioner will be irreparably harmed in the absence of a stay; (3) whether issuance of a stay would substantially harm other parties; and (4) whether issuance of a stay would be in the public interest. F.D. 33877, *Illinois Central R. Co. -- Construction and Operation Exemption -- In East Baton Rouge Parish, LA, slip op.* (Service Date February 20, 2002), citing *Washington Metro. Area Transit Comm'n. v. Holiday Tours, Inc.*, 559 F.2d 841 (D.C. Cir. 1977); *Virginia Petroleum Jobbers Assoc. v. FPC*, 259 F.2d 921 (D.C. Cir. 1958). The party seeking a stay carries the burden of persuasion on all of the elements required for a stay. *Id.*

1. MTA is likely to prevail on the merits of its claim. First, the merits of MTA's request for a stay demand that the Board resolve issues essential to the public interest and to the interests of GWI and MMID. As the D.C. Circuit held in *Holiday Tours*, it is not necessary for a petitioner to demonstrate an absolute measure of the probability of success on the merits of its claim. A balancing of the equities "as revealed through an examination of the other three factors" provides the measure of such likelihood, and a petitioner will have made a sufficient

showing if it raises “questions going to the merits so serious, substantial, difficult and doubtful, as to make them a fair ground for litigation and thus for more deliberative investigation.”

Holiday Tours, 559 F.2d at 844. In addition to demonstrating the compelling necessity for a stay in accordance with the remaining three prongs set forth in *Virginia Petroleum Jobbers Assoc.*, as discussed below, a “fair ground for litigation” will exist if the Board does not grant a stay and MTA is compelled to seek resolution of the issues related to the deed, or any other issues that might be disclosed by the ongoing investigation, in State court.

2. Irreparable harm will result in the absence of a stay. Second, MTA and the taxpayers of Maryland may be irreparably harmed if the Board does not issue a stay. Because the Deeds convey more property to MMID than the parties clearly agreed as set forth in the PSA, title to some ten miles of railroad right-of-way is currently unsettled. If a transfer of ownership interests in MMID is permitted to occur without the issue of title to the real property having been resolved, any future effort to sort out who holds title to what property will be complicated by having to address the effects, if any, of intervening transfers of corporate or capital assets. Harm to MTA and the public resulting from such protracted efforts will not be capable of being remedied by money damages alone. Accordingly, the Board should grant the stay to prevent such harm.

3. Neither GWI nor MMID will be harmed by a stay. While the transaction that is the subject of this proceeding is pending, no operations of the target carrier will be interrupted or otherwise affected. GWI has no present interest in MMID that will be affected by a stay of this proceeding. MMID, which has operated freight rail service over the Lines for more than 20 years,⁴ will be fully able to continue to do so. Accordingly, no present interest of either GWI or MMID will be adversely affected by a stay. Indeed, a stay will allow GWI, MMID and MTA to

⁴ See Notice of Exemption in F.D. No. 35099, at 4.

establish among themselves various interests that are central to the integrity of the proposed merger of GWI and MMID.

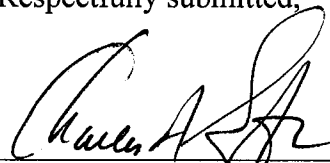
4. **Issuance of the stay will be consistent with the public interest.** MTA believes that certain of its interests arising out of the PSA may be affected by the pending GWI/MMID transaction, and has determined that an investigation into the MTA-MMID transaction is necessary in order to ensure the legitimacy and integrity of the transaction. Additionally, MTA seeks to resolve issues relating to title in some of the real property relevant to the same transaction. The issuance of a stay in the current proceeding will provide the most efficient means to conduct fact-finding, resolve legal issues and clarify the administrative record and will ultimately benefit all parties. Because a stay in these proceedings may obviate the need for actions in other fora, the public interest will be served through the efficient use of administrative processes. Accordingly, the public interest demands MTA's and the Board's review of the transaction, and a stay should therefore be granted.

WHEREFORE, and in view of the foregoing, the MTA respectfully requests this Board to stay the effective date of the Notices of Exemption in both F.D. Nos. 35098 and 35099 pending a determination as to the issues raised here about the validity of the title transferred to

MMID, and about the potential impact of those issues on the transaction in F.D. No. 35098.

Dated: November 19, 2007

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles A. Spitulnik", written over a horizontal line.

Charles A. Spitulnik

Allison I. Fultz

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(202) 955-5600

Counsel for the Maryland Transit
Administration

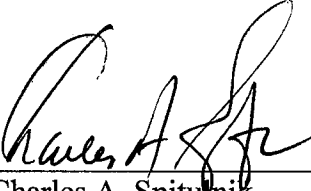
Certificate of Service

I hereby certify that I have this 19th day of November, 2007, caused to be served a copy of the foregoing Petition of the Maryland Transit Administration to stay the Exemption upon the following party of record by first class mail, with postage prepaid:

Kevin M. Sheys
Edward J. Fishman
Kirkpatrick & Lockhart Preston Gates Ellis LLP
1601 K Street NW
Washington, DC 20006

Louis E. Gitomer
The Adams Building, Suite 301
600 Baltimore Avenue
Towson, MD 21204

Martin Schaefermeier
DLA Piper
500 Eighth Street, NW
Washington, DC 20004



Charles A. Spitulnik

EXHIBIT A

PURCHASE AND SALE AGREEMENT

[attached hereto]

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") dated this 16th day of February, 2004⁵, by and between Maryland Transit Administration ("MTA"), a modal agency of The Maryland Department of Transportation and an instrumentality of the State of Maryland located at 6 Saint Paul Street, Baltimore, Maryland 21202 and Maryland Midland Railway ("MMID") whose mailing address is 40 North Main Street, Union Bridge, MD 21791-0568.

WITNESSETH:

WHEREAS, MTA owns or has an interest in that certain rail corridor consisting of real property, railroad track and appurtenant railroad facilities thereon (the "Subject Property") now used for the provision of railroad freight transportation service;

WHEREAS, MTA desires to sell, and MMID desires to purchase Subject Property for MMID's provision of railroad freight services; and

NOW THEREFORE, MTA and MMID, intending to be legally bound, agree as follows:

1. Acquisition. At Closing, MMID agrees to purchase from MTA and MTA agrees to sell to MMID, the Subject Property consisting of approximately 28.50 miles of corridor, as shown on Exhibit 1, and located in Carroll and Frederick Counties, Maryland and in Adams County, Pennsylvania.

2. Description of Property to be Conveyed.

a. Two certain strips of land totaling approximately 28.50 miles in length and of varying widths, being parts of the Western Maryland Railway Company's ("WMRC") former Highfield-Glyndon Line; and Penn Central's Littlestown to Frederick Line.

b. MTA agrees to convey and MMID agrees to acquire all the MTA's right, title and interest in and to that railroad line ("the property") which was conveyed from the WMRC to MTA, in a deed dated July 26, 1983, attached as Exhibit 2b-1 and which is described as follows:

The Cedarhurst-Westminster line situated in Carroll County, Maryland, extending from valuation station 1124+40 through to valuation station 1560+40, a distance of approximately 8.25+/- miles, and containing approximately 69.8 acres.

The property conveyed shall include the right of way, bridges (as listed on Exhibit 2b-2), culverts, buildings, full length of track, and other track material within at-grade crossings (as listed on Exhibit 2b-3), the at-grade crossing signaling facilities, and other appurtenances and improvements located there on at the time of closing.

Except the parcel containing 0.769 +/- acres of land situated, lying and being at Tannery in Carroll County and State of Maryland, lying on and adjacent to the northerly right of way limits of the said WMRC and being part of tracts of land called "Rochester Resurveyed", "Wilmonts Discovery", and "Gills Prospect" and contained within the following metes and bounds, courses and distances, as described on the attached deed from The Carroll Oak Tanning Company of Carroll County unto Western Maryland Railway Company, dated June 13, 1917 as Exhibit 2b-4.

c. MTA agrees to convey and MMID agrees to acquire all the MTA's right, title and interest in and to that railroad line ("the property") which was conveyed via a quit claim deed dated January 8, 1982 from the PENN Central Corporation to MTA, and recorded among the land records Frederick County as Liber 1169, page 712, as shown on Exhibit 2c-1 for the approximate 20.25 mile rail corridor from Littlestown, Pennsylvania to North Glade Road, north of Walkersville, Maryland, which is described as follows:

Beginning at the northeast abutment of bridge number 39.60 at valuation station 2091+56 in Littlestown, Township of Germany, County of Adams and Commonwealth of Pennsylvania proceeding southwest to immediately north of North Glade Road, north of Walkersville, Frederick County, Maryland at valuation station 3169+66.2 (Milepost 60.1).

The property conveyed shall include the right-of-way, bridges, culverts, buildings, full length of track, and other track material within at-grade crossings along the Taneytown to Walkersville rail line (as listed on Exhibit 2c-2), the at-grade crossing signaling facilities, and other appurtenances and improvements located thereon at the time of closing; except for the following parcels as shown on the Right of Way Track Maps for the Littlestown, PA to Walkersville, MD rail line:

Parcel B, indicated as MDB000-079, adjacent to west edge of the railroad right-of-way starting at station 2700+65 and continuing to northern edge of Big Pipe Creek at station 2703+50 +/-, as shown on valuation map V31-11, containing 27,475 square feet.

Parcel A, indicated as MDB000-067, adjacent to the east edge of the railroad right-of-way starting at 2700+65 and continuing to the northern edge of Big Pipe Creek at station 2703+50 +/-, as shown on valuation map V31-11, containing 3.75 acres.

An irregularly-shaped parcel A, indicated as MDB000-269, starting at the southwest edge of the Western Maryland Railway, as shown on valuation map V31-11, and extending to the northern edge of Middleburg Road, being adjacent to the southwestern railroad right-of-way from station 2751+41 +/- and ending at station 2754+90 +/-, as shown on valuation map V31-12, containing 10.91 acres.

An irregularly-shaped parcel B, indicated as MDB000-272, adjacent to the northwestern edge of the railroad right-of-way starting at station 2751+41 and ending at the northern edge of Middleburg Road at station 2754+90 +/-, as shown on valuation map V31-12, containing 20,908 square feet.

A generally triangular-shaped parcel C, indicated as MDB000-284, adjacent to the northwestern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 +/- to station 2758+66 +/-, as shown on valuation map V31-12; containing 14,800 square feet.

A generally triangular-shaped parcel D, indicated as MDB000-296, adjacent to the southeastern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 +/- to station 2759+12 +/-, as shown on valuation map V31-12, containing 33,200 square feet.

An irregularly-shaped parcel A, indicated as MDB000-094, adjacent to the southeastern edge of the railroad right-of-way starting at station 3118+56 to station 3126+93 +/-, as shown on valuation map V31-19, containing 1.56 acres.

d. The PENN Central Corporation's Valuation Map sheet V31-1, Milepost 39 to Valuation Map 31-27, Mile Post 60.1, incorporated herein by reference, showing all 20.25 miles, more or less.

e. Western Maryland Railway Company's Milepost 32.65 in Westminster to Milepost 24.4 in Cedarhurst.

f. It is MTA's intention to transfer any and all rights, title or obligation it may have in the right of way interest, except for those items that are specifically reserved in this Agreement.

3. Purchase Price. MMID shall pay MTA Three Hundred Thousand and Zero Dollars (\$300,000.00) for Subject Property (the "Purchase Price"). Subject to the terms and conditions of this Agreement, MMID shall deliver the aforesaid sum to MTA in immediately available United States funds at Closing, as described in Section 12.

4. Offer Acceptance, Contract, Approval by the Maryland State Board of Public Works. This Agreement, including all exhibits hereto, when signed by both parties and approved by the Maryland State Board of Public Works, shall constitute a contract and the entire agreement between the parties hereto; and they shall not be bound by any terms, oral or written conditions, statements or representations not contained herein or attached hereto.

5. Perpetual Easements.

a. MTA reserves a perpetual and exclusive easement for itself, its successors or assigns, to continue operations and common carrier obligations over the Property (MTA's

"Perpetual Easement") from Littlestown, Pennsylvania to North Glade Road in Frederick County, MD as described in section 2c. It is the intention of the parties that this section shall survive the property and recordation of the quitclaim deed.

b. It is MTA and MMID's intention to enter into an Operating Agreement over the MTA's retained properties known as the Keymar Connection Track. Said Operating Agreement is attached hereto and marked Exhibit 5b and the area is described as follows

An irregularly-shaped parcel A, indicated as MDB000-269, starting at the southwest edge of the Western Maryland Railway, as shown on valuation map V31-11, and extending to the northern edge of Middleburg Road, being adjacent to the southwestern railroad right-of-way from station 2751+41 +/- and ending at station 2754+90 +/-, as shown on valuation map V31-12, containing 10.91 acres.

A generally triangular-shaped parcel D, indicated as MDB000-296, adjacent to the southeastern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 +/- to station 2759+12 +/-, as shown on valuation map V31-12, containing 33,200 square feet.

6. Conveyance. Conveyance of Subject Property shall be by quitclaim deed, without any warranty express or implied and shall be made subject to:

a. The Property being conveyed is in "As Is" condition with respect to any facts, circumstances, conditions and defects of all kinds. MTA makes no warranties or representations of any kind whatsoever;

b. Reservations, exceptions and restrictions of record;

c. Building, zoning, subdivision and other applicable federal, state, county, municipal or local laws, ordinances and regulations;

d. Property taxes and special assessments which may become due or payable on or after the Closing;

e. Any and all encroachments which might be revealed from an inspection or proper survey of the Subject Property;

f. Any and all existing ways and servitudes, utility easements and right of way, howsoever created, for longitudinal occupancies and/or crossings by or for roads, streets and highways, utility pipes, poles and wires, and/or fiber optic cable placements;

g. A reservation by MTA for itself, its successors and/or assigns, of a perpetual nonexclusive general occupancy easement, fifteen (15) feet in width, in, over, under, through and along the entire Line, for uses such as, but not limited to, the construction, maintenance, operation, use, replacement, relocation, renewal and/or removal of a fiber optic communication system or other systems, which may consist of cables, lines or conduits of any

kind beneath the surface of the Subject Property, together with the right periodically, to enter and use the surface to install and maintain same with MMID's prior approval, which shall not be unreasonably withheld. MTA for its use further reserves the right to assign such reserved general occupancy easement and rights (the "General Occupancy Easement"), in whole or in part, and to lease, license or permit third parties to use the General Occupancy Easement; provided, however, that the exercise of such rights does not unreasonably interfere with MMID's safe and efficient use of the Subject Property, or any improvements thereon.

h. A covenant by MMID not to disturb or relocate any occupancies subsequently placed within MTA's General Occupancy Easement, nor to cause to suffer any interference with the enjoyment of use of the rights, interests and privileges created under the General Occupancy Easement. MTA shall have the right to utilize the subject property for telecommunication opportunities and needs for State projects. It is the intention of the parties that this section shall survive conveyance of the property and recordation of the quitclaim deed.

7. Contingencies. This Agreement is contingent upon the following events:

- a. Approval of this Agreement by the Maryland Board of Public Works.
- b. The contingency listed above must be satisfied within one hundred twenty (120) days after MMID acceptance of this Offer (the "Contingency Date"). If the contingency listed is not satisfied or complied with by the Contingency Date, either party may elect to terminate this Agreement by written notice to the other party.

8. Bridge Insurance Coverages.

a. MMID hereby agrees to carry property damage insurance covering the full replacement value for the bridges as shown on the attached Exhibit 8a located along the right-of-way for any damage or destruction. Such repairs shall be done in a timely matter, so as to minimize the amount of interruption that may be caused to the rail corridor. MMID shall obtain this property damage insurance from an insurance company licensed to do business in the jurisdiction in which the bridges are located.

b. On an annual basis, MMID shall furnish to MTA copies of said insurance policies. In the event such policies lapse, MTA shall have the right upon thirty (30) days' notice to MMID to force place such insurance and shall be entitled to receive full reimbursement for such force placement of insurance and all costs relating thereto. It is the intention of the parties that this section shall survive conveyance of the property and recordation of the quitclaim deed.

9. Proration of Taxes and Charges. All property taxes, special assessments and charges for water, sewer or other utilities assessed or payable with respect to the Subject Property shall be prorated, adjusted and apportioned between MMID and MTA as of the Closing Date, as provided in Section 12 herein.

10. Taxes on Transfer: Closing Costs.

a. Subject to its right of termination in accordance with the provisions of Section 20, MMID agrees to waive any defects in MTA's title. MMID shall bear and pay any and all costs and expenses for title inspection, surveys, transfer taxes, fees, stamps, charges, sales and use taxes and all documentary, recording or filing fees.

b. MTA shall not be held responsible for any reassessments or taxes generated by reclassification of the Premises resulting from conveyance of the Premises.

c. If Maryland State or local governmental authority requires, presently or in the future, the payment of any sales, use or similar tax upon the sale, acquisition, use or disposition of any portion of the Subject Property, whether under statute, regulation or rule, MMID assumes all responsibility for and shall pay the same, directly to such authority, and shall hold MTA harmless from such tax(es) and any interest or penalty thereon. MTA shall cooperate (at no expense to MTA) with MMID in the prosecution of any claim for refund, rebate or abatement of such tax(es), except to the extent such tax arises from an easement, occupancy, license or agreement to which the MMID is not a party or beneficiary.

d. In the event MMID finances any portion of the Purchase Price (whether or not through third parties), MMID shall pay all costs thereof, including title, attorneys fees, recordation, intangible taxes, etc.

11. Assignment of Agreements.

a. No later than thirty (30) days before Closing, MTA shall make available for review the contracts, agreements and leases pertaining to the Subject Property set forth and described in Exhibit 11a hereto (the "Assignment of Agreements"). Except as noted below, at Closing, MTA shall assign to MMID all of MTA's rights and interests in the Assignment of Agreements and MMID shall assume and be bound by all of MTA's obligations and liabilities thereunder. Such Assignment of Agreements shall provide for MTA's indemnification of MMID for obligations and liabilities occurring under the Assignment of Agreements prior to the Closing Date and for MMID's indemnification of MTA for obligations and liabilities occurring under the Assignment of Agreements on or after the Closing Date. Any and all prepaid fees, charges, rent or income under any of the Assignment of Agreements due or payable prior to the Closing Date and received by MTA shall be prorated at Closing for any assigned agreements in which the reoccurring annual fee, rent or income exceeds Two Thousand Dollars (\$2,000.00)

b. All interests in those contracts, agreements, leases, licenses and easements pertaining in whole or in part to the Subject Property which are set forth and described in Exhibit 11b hereto shall be retained by MTA (the "Retained Agreements"). It is understood by the parties hereto that the Retained Agreements may grant or confer to others, not party to this Agreement, rights, interests and privileges in or pertaining to the Subject Property, and that, from and after the Closing Date, MMID shall not cause or suffer any interference with the enjoyment

and use of the rights, interests and privileges granted or conferred in the Retained Agreements and MMID shall not cause or suffer any breach of any of the Retained Agreements.

c. In the event that subsequent to Closing MTA locates any contracts, agreements, leases, licenses or easements pertaining only to Subject Property, which should have been included in Exhibit 11a and Exhibit 11b but were omitted, the parties hereto shall amend Exhibit 11a or Exhibit 11b to incorporate any such documents and MMID shall accept assignment thereof in the manner designated for Assigned Agreements in Section 11a hereof, and in the manner designated for Retained Agreements in Section 11b hereof.

12. Closing. Closing hereunder shall be held at any time within ninety (90) days following approval of this Agreement by Maryland Board of Public Works as described in Section 7a herein at such time and place as MTA and MMID shall mutually agree. If MMID and MTA do not agree upon a time and place for Closing, MTA shall designate the time and place for Closing. The time and date for Closing may be extended only by MTA in writing, time expressly being of the essence in this Agreement.

13. Inspection of Line.

a. Between the date of this Agreement and the Closing, MTA shall provide MMID access to the Subject Property in order for MMID to make such physical and environmental investigation and testing as MMID may deem appropriate; provided, however, that (i) such investigation shall not unreasonably interfere with operations on and use of the Subject Property, (ii) MMID shall not disclose to any other party(ies) MTA's confidential traffic or business matters and (iii) MMID shall not disclose to anyone other than MTA or MMID's financing agency the results of such investigation or testing.

b. MMID acknowledges that MTA makes no guarantee, representation or warranty regarding the physical or environmental condition of the Premises, and MTA expressly disclaims any and all obligation and liability to MMID regarding any defects, which may exist with respect to the condition of the Premises. Notwithstanding the above, MTA shall disclose to MMID any knowledge which it has regarding any preexisting environmental contamination of the Premises.

c. MTA reserves the right to monitor and approve any environmental assessments, tests, studies, procedures, measurements or analyses performed by or for MMID in, on, to or with respect to the Subject Property ("Environmental Assessment"). MMID shall include in any contract or bids for site Environmental Assessment of the Subject Property a confidentiality clause eliminating disclosure of report(s) to any outside parties other than MMID (for purposes of this Section 13c "MMID" includes any other State Agencies with statutory authority to access such information) or to MTA upon its written request.

d. With respect to any Environmental Assessment, MMID shall (i) notify MTA in writing no less than five (5) days prior to initiation of any on site work, (ii) keep MTA fully apprised of the progress of the Environmental Assessment and (iii) cooperate fully with any

and all reasonable requests by MTA with respect to the undertaking or carrying out of the Environmental Assessment.

e. MMID shall deliver to MTA, at no cost to MTA, within five (5) days after receipt, copies of all results, assessments, reports and studies, whether of an environmental nature or otherwise, resulting from any tests or inspections conducted by MMID in accordance with this Agreement.

f. If the Environmental Assessment reveals contamination of the Subject Property in amount(s) and/or concentration(s) beyond the minimum acceptable levels established by current applicable governmental authorities, or if MMID is unwilling to accept the environmental condition of the Subject Property as revealed by the Environmental Assessment, MMID's sole and exclusive remedy shall be to terminate this Agreement. MMID acknowledges that MTA is not and shall not be required to correct, remedy or cure any environmental condition or contamination of the Subject Property as a condition to Closing or as an obligation with respect to performance required after Closing.

g. If MMID elects not to undertake or contract for an Environmental Assessment, or if MMID does not elect to terminate this Agreement after receiving results of the Environmental Assessment, MMID shall take the Subject Property "AS IS, WHERE IS", with all faults and defects in its physical or environmental condition as of the Closing; and MMID assumes all risks of the condition of the Subject Property, regardless of the cause or date of origin of any environmental condition, and hereby releases all rights and/or claims against MTA for any such condition or for the costs of remediation or cure of any such condition.

h. MMID hereby agrees to defend, indemnify, and hold harmless MTA, its officers, agents and employees, from and against any and all liability, cost and expense arising out of or connected with the exercise by MMID, its officers, agents or employees, of the rights of access and investigation herein granted, regardless of whether such liability, cost and expense is caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance or misfeasance of MTA, its officers, agents or employees.

i. The provisions of this Section shall survive Closing.

14. Brokers's Fees. The MMID and the MTA each represent and warrant to the other that neither has introduced into this transaction any person, firm or corporation who is entitled to compensation for services as a broker, agent or finder. The MMID and MTA each agree to indemnify the other against and hold the other harmless from any and all commissions, finder's fees, costs, expenses and other charges claimed by real estate brokers or sales persons by, through or under the indemnifying party. Neither party shall be under any obligation to pay or be responsible for any broker's or finder's fees, commissions or charges in connection with handling this transaction, or Closing.

15. Authorizations. MMID is a duly organized and validly existing corporation organized under the laws of the State of Maryland, in good standing therein and has full power and authority to carry on its business as currently conducted and where conducted. MMID is

authorized to do business in the State of Maryland. This Agreement and all agreements, instruments and documents herein provided to be executed by MMID on or before the closing will be duly authorized, executed and delivered by and binding upon MMID; and MMID will have authority to enter into this Agreement and consummate the transactions herein provided.

16. No Impediments to Performance. MMID is not a party to any material certificate, instrument, contract, deed of trust, mortgage, indenture, agreement, covenant or other restriction, and there is no provision in MMID's corporate documents, or any judgment, order, writ, injunction, or decree, of any court, governmental body or arbitrator, which would prohibit or otherwise be breached or violated by the entering into, execution, delivery or performance by MMID of this Agreement or the consummation of the transactions contemplated hereby.

17. Purchase Option Abandonment.

a. If at any time, or from time to time, MMID receives from a ready, willing and able purchaser a bona fide written offer acceptable to MMID for the acquisition of MMID's rights, interests and obligations in the Subject Property, MMID shall formally notify MTA and provide MTA with a true copy of such offer. (If MMID believes that negotiations with a prospective offerer may lead to MMID's receipt of a bona fide offer for such an acquisition, then MMID shall advise MTA to that effect prior to MMID giving MTA the formal notification required herein). As a consequence of MMID's proposed acceptance of such offer, MTA shall have a right to acquire all rights, interest, and obligations in the Subject Property, upon the same terms and conditions including without limitation, compensation, as set forth in the bona fide offer acceptable to MTA and MMID. It shall give MTA the right for a one hundred twenty (120) day period, equal to a bona fide offer that MMID receives for such property.

b. Abandonment. In the event MMID abandons or ceases to operate over the subject property for a period of two hundred seventy (270) days or more, the property shall be deemed abandoned by MMID and shall revert by operation of law to MTA, its successors and assigns.

18. Indemnity.

a. MTA agrees, to the fullest extent permitted by Maryland law, and to the extent of available appropriations, to defend, indemnify, and hold harmless MMID, its officers, agents and employees, from and against any and all liability, cost and expense arising out of or connected with any personal injury, property loss or damage occurring prior to Closing, except for any such liability, cost or expense arising out of or connected with any action of MMID, its officers, agents or employees on or about the Subject Property prior to Closing.

b. MMID shall defend, indemnify, and hold harmless, MTA, its officers, agents and employees from and against any and all liability, cost and expense arising out of or connected with any personal injury, property loss or damage occurring after closing, on or about the subject property, except for any such liability, cost or expense arising out of or connected with any action of MTA, its agents or employees on or about the damage occurring after closing,

on or about the subject property, except for any such liability, cost or expense arising out of or connected with any action of MTA, its agents or employees on or about the subject property after closing. MMID's indemnity of MTA pursuant to this Section shall remain in full force and effect after closing.

c. Nothing contained in this Section 18 shall be construed as modifying the provisions of Section 13 hereof. This Section 18 is not intended to create any obligation by MTA to indemnify MMID with respect to the physical or environmental condition of the Subject Property, or its merchantability or suitability for any use or purpose whatsoever or for any liability, cost or expense arising out of or connected with the exercise of rights granted in Section 13 hereof.

19. Surface Transportation Board ("STB") Requirements. If required, it shall be the responsibility of MMID, at its expense, to make all required STB filings and obtain STB approval of this transaction including a Certificate of Public Conveyance and Necessity.

20. Termination. This Agreement may be terminated prior to the Closing by either MMID or MTA, without further liability or obligation to either of them, in the event of any of the following:

a. Claims or litigation shall be threatened or pending in connection with the transactions contemplated by this Agreement.

b. The Closing has not occurred on or before February 27, 2005 for any reason;

c. By the other party hereto based on the failure or inability of MMID or MTA, for any reason, to enter into the agreement for assignment and assumption contemplated under this Agreement;

21. Entire Agreement; Modification. This Agreement constitutes the entire Agreement between the Parties herein pertaining to the subject matter hereof and supersedes all prior negotiations, agreements and understandings of the Parties with respect to the subject matter hereof. All exhibits referred to in this Agreement are attached and incorporated by this reference. This Agreement may not be amended or otherwise changed except by a writing executed by both Parties.

22. Partnership; Expenses. MMID and MTA understand that no joint venture or fiduciary relationship between or among them is contemplated by either MMID or MTA in connection with this Agreement. Except as otherwise provided herein, any and all expenses incurred by either MMID or MTA in connection with this Agreement and the transactions contemplated hereby shall be borne by the party incurring such expenses.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument; any of which may be treated as an original.

24. Assignment, Survivors and Third Party Beneficiaries. This Agreement shall be binding upon MMID and MTA, and their respective successors and assigns; provided, however, that neither MMID nor MTA shall assign this Agreement in whole or in part without the prior written consent of the other, such consent not to be unreasonably withheld. The terms and conditions of this Agreement shall survive delivery of the quitclaim deed whether or not the quitclaim deed so states. Subsequent to Closing, this Agreement may not be terminated or rescinded unless mutually agreed to by both parties in writing. Nothing contained in this Agreement is intended to nor shall it be construed to confer upon any party other than MMID and MTA and their respective successors and assigns any right or benefit under or by reason of this Agreement.

25. Notices.

a. Notice under this Agreement shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express or overnight delivery.

b. The date such notice shall be deemed to have been given shall be the date of receipt, the first calendar day after the date sent by courier, express or overnight ("next day delivery") service, or the third calendar day after the date of the postmark on the envelope if mailed, whichever occurs first.

c. Notices to MTA shall be sent to:

Maryland Department of Transportation
Office of Freight Logistics
7201 Corporate Center Drive
P.O. Box 548
Hanover, Maryland 21076
Attn: Director

Notices to MMID shall be sent to:

Paul D. Denton
President & CEO
Maryland Midland Railway
40 N. Main Street
P.O. Box 1000
Union Bridge, MD 21791

Also Attn:
David W. Bordner
Senior Vice President & CEO

there shall not be deemed to have occurred a merger of any joint enterprise between MTA and MMID.

31. Survival of Terms. Each agreement, covenant and obligation of MTA herein which is not both required hereby to be satisfied by the closing and so satisfied by the closing, and each representation and warranty of MTA herein, shall survive the closing.

32. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflicts of laws or principles.

33. Entire Agreement. This Agreement constitutes the final and entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, warranties, representations, oral or written, not contained herein. The parties to this Agreement mutually agree that it is binding upon their successors and assigns. This Agreement may be executed in counter parts, each of which shall be considered an original.

34. Non-Assignment. This Agreement may not be assigned without the written consent of both MTA and MMID, except by MTA to another state agency.

35. Transfer Tax or Recording Fees. It is further agreed by the parties that:

- a. All real estate taxes shall be paid by MMID as of the closing date.
- b. All special assessments, water, sewer, and other utility rents or charges, and any other taxes and charges shall be paid by MMID as of the date of closing.
- c. The cost of all transfer taxes, documentary revenue stamps, settlement fees and recording costs shall be borne by the State.

36. Severability. In the event any provision contained in this Agreement is found to be invalid or unenforceable in any respect, the remaining provisions shall, nevertheless, remain enforceable with the same effect as if the invalid or unenforceable provisions originally were deleted.

37. Termination of Operating Agreement. At the date of Closing, the Operating Agreement between MMID and MTA dated April 16, 1997 shall be terminated.

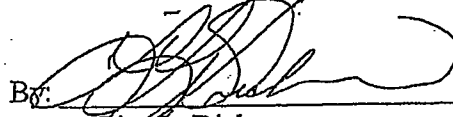
If deletion of any invalid or unenforceable provision substantially alters or change the rights or obligations of either party under this agreement, the parties shall negotiate good faith to reach agreement on new provisions to substitute for the invalid or unenforceable provisions.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed and delivered this Purchase and Sale Agreement as of the day and year first above written.

ATTEST:

MARYLAND TRANSIT ADMINISTRATION



By: 
Lisa L. Dickerson
Acting Administrator

STATE OF MARYLAND, COUNTY OF _____, to wit:

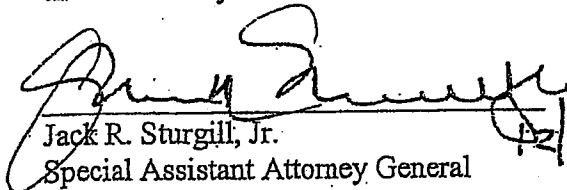
I HEREBY CERTIFY that on this 21 day of December, 2004, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Lisa L. Dickerson, Acting Administrator of the Maryland Transit Administration of the Department of Transportation, and he acknowledged the foregoing Agreement to be the act of the Maryland Transit Administration, and in my presence signed and sealed the same.

AS WITNESS my Hand and Notarial Seal.


Notary Public

My Commission Expires: 6/1/2007

Approved as to legal form
and sufficiency:


Jack R. Sturgill, Jr.
Special Assistant Attorney General 12/14/04

LAWRENCE E. SMITH, NOTARY PUBLIC
Baltimore City
State of Maryland
My Commission Expires June 1, 2007

ATTEST:

Nathaniel
Corporate Secretary

MARYLAND MIDLAND RAILROAD

By: *Paul D. Denton*
Paul D. Denton, President and CEO

STATE OF MARYLAND, COUNTY OF Carroll, to wit:

I HEREBY CERTIFY that on this 14 day of December, 2004, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Paul D. Denton, President and CEO of Maryland Midland Railroad, and he acknowledged the foregoing Agreement to be the act of the Maryland Midland Railroad, and in my presence signed and sealed the same.

AS WITNESS my Hand and Notarial Seal.

Christine Shedy
Notary Public

My Commission Expires: 2/1/07

WITNESS TO ALL:

MARYLAND BOARD OF PUBLIC WORKS

Shel Memm BY: Robert L. Ehrlich, Jr. (SEAL)
Robert L. Ehrlich, Jr.
Governor

APPROVED BY THE BOARD OF PUBLIC
WORKS AT A MEETING HELD ON THE
16th DAY OF February, 2005,
ITEM 19-EP

BY: William Donald Schaefer (SEAL)
William Donald Schaefer
Comptroller of Maryland

BY: Nancy K. Kopp (SEAL)
Nancy K. Kopp
Treasurer of Maryland

STATE OF MARYLAND, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY that on this 28 day of Feb, 200⁵, before me, the
subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally
appeared Robert L. Ehrlich, Jr., Governor, William Donald Schaefer, Comptroller, and Nancy K.
Kopp, Treasurer, constituting the Board of Public Works of the State of Maryland, and they
acknowledged the foregoing Agreement to be the act of said Board of Public Works of the State
of Maryland, and in my presence signed and sealed the same.

AS WITNESS my Hand and Notarial Seal.

Marion Boschert
Notary Public

My Commission Expires:

Marion Boschert
NOTARY PUBLIC
Anne Arundel County, Maryland
My Commission Expires 12/01/07

EXHIBIT B

DEEDS

[attached hereto]

Return to: 4505-44015
Chicago Title Insurance Company
19 E. Fayette Street, Suite 300
Baltimore, MD 21202
(410) 230-9562

BK 5856 PG 04 771

QUITCLAIM DEED

APPROVED FOR
Treasurer of Frederick Co., MD
Per: [Signature] Date: 1/31/06
Taxes-Water/Sewer-PAID
Recordation Tax Pd. \$ 2000

This Quitclaim Deed made in three (3) counterparts, this 23rd day of January, 2006 by and between the State of Maryland to the use of the Maryland Department of Transportation, Maryland Transit Administration, and Robert L. Ehrlich, Jr., Governor of Maryland, William Donald Schaefer, Comptroller of the Treasury and Nancy K. Kopp, Treasurer of Maryland, herein collectively referred to as party of the first part, Grantor and Maryland Midland Railway, Inc., a Maryland Corporation, party of the second part, Grantee.

Now, Therefore, This Quitclaim Deed Witnesseth: that in consideration of the premises and the sum of Three Hundred Thousand Dollars (\$300,000.00), the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey, release, quitclaim and surrender unto the said Grantee, its successors and assigns, all of Grantor's right, title interest and estate in and to all those lots of ground situate in Carroll County, Frederick County, State of Maryland and Adams County, State of Pennsylvania and being more particularly described in Schedule "A" attached hereto and made a part hereof.

It is mutually understood and agreed by and between the parties hereto as follows:

- a) Grantor reserves a perpetual and exclusive easement for itself, its successors and assigns, to continue operations and common carrier obligations over the Property (Grantors Perpetual Easement) from Littlestown, Pennsylvania to North Glade Road in Frederick County, Maryland as described in Schedule 'A' attached hereto and made a part hereof.
- b) Grantor reserves for itself, its successors and assigns, a perpetual nonexclusive general occupancy easement, fifteen (15) feet in width, in, over, under, through and along the entire line, for uses such as, but not limited to, the construction, maintenance, operation, use, replacement, relocation, renewal and/or removal of a fiber optic communication system or other systems, which may consist of cables, lines or conduits of any kind beneath the surface of the property, together with the right periodically, to enter and use the surface to install and maintain same with Grantee's prior approval, which shall not be unreasonably withheld. Grantor for its use further reserves the right to assign such reserved general occupancy easement and rights (the "General Occupancy Easement"), in whole or in part, and to lease, license or permit third parties to use the General Occupancy Easement; provided, however, that the exercise of such rights does not unreasonably interfere with Grantee's safe and efficient use of the property, or any improvements thereon.
- c) Grantee covenants not to disturb or relocate any occupancy subsequently placed within Grantor's General Occupancy Easement, nor cause to suffer any interference with the enjoyment of use of the rights, interests and privileges created under the General Occupancy Easement. Grantee shall have the right to utilize the subject property for telecommunication opportunities and needs for State projects.
- d) In the event Grantee, its successors and assigns ceases to operate over the property for a period of two hundred seventy (270) days or more, the property shall be deemed abandoned by Grantee, its successors or assigns, and title shall revert by operation of law to Grantor, its successors or assigns.
- e) Grantor, by execution of this deed certifies that, notwithstanding the consideration of \$300,000.00 set forth herein, the amount allocated to the Pennsylvania property is \$8,340.00 and the amount allocated to Maryland is \$291,660.00 as more fully set forth in Exhibit "B" attached hereto.

Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To have and to hold the said described lots of ground and premises, unto and to the use of the said Grantee, its successors and assigns.

Treasurer of Frederick Co., MD
Per: [Signature] Date: 2/10/06
Taxes-Water/Sewer-PAID
Recordation Tax Pd. \$ 1600

In Witness Whereof, the said Grantor has caused these presents to be duly executed on the day and year first above written.

WITNESS:

Shale McDonald
as to 3

Robert L. Ehrlich, Jr. (Seal)
Robert L. Ehrlich, Jr.
Governor of Maryland

William Donald Schaefer (Seal)
William Donald Schaefer
Comptroller of Maryland

Nancy K. Kopp (Seal)
Nancy K. Kopp
Treasurer

Approved by the Board of Public Works of the State of Maryland at a meeting held on the 16 the day of February, 2005, as Item 19-RP

Constituting the Board of Public Works Of Maryland

State of Maryland
Department of Transportation
Maryland Transit Administration

By Lisa L. Dickerson (Seal)
Lisa L. Dickerson
Administrator

Approved as to form
And legal sufficiency

Jack R. Sturgill, Jr.
Jack R. Sturgill, Jr.
Special Assistant Attorney-General

I HEREBY CERTIFY that this Quit Claim Deed was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Jeffrey W. Thompson
Jeffrey W. Thompson

STATE OF MARYLAND, CITY/COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 26 day of May, 2005
before me, the subscriber, a Notary Public of the State aforesaid, personally
appeared Robert L. Ehrlich, Jr., Governor of Maryland, William Donald Schaefer,
Comptroller of Maryland and Nancy K. Kopp, Treasurer of Maryland, constituting
the Board of Public Works of Maryland and acknowledged to foregoing
instrument to be the act of said Board of Public Works of Maryland and executed
the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial seal:

Marion Boschert

Notary Public

Marion Boschert
NOTARY PUBLIC

My Commissions Expires 12/01/07
Anne Arundel County, Maryland

STATE OF MARYLAND, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2005
before me, the subscriber, a Notary Public of the State aforesaid, personally
appeared Lisa L. Dickerson to be the Acting Administrator of Maryland Transit
Administration, an agency of The Maryland Department of Transportation acting
for and on behalf of The State of Maryland and as such Acting Administrator she
executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial seal:

Notary Public

My Commission expires: _____

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

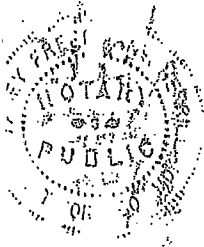
I HEREBY CERTIFY, that on this 1 day of July, 2005 before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Lisa L. Dickerson, the Administrator of the Maryland Transit Administration, an agency of The Maryland Department of Transportation acting for and on behalf of the State of Maryland and as such Administrator she executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and Notarial seal:

Stacey Freedman Sherrill
Notary Public

MY COMMISSION
EXPIRES 2/13/2006

My Commission expires: _____



First Tract

ALL THAT PROPERTY situate in the Township of Germany, County of Adams and Commonwealth of Pennsylvania and in Taneytown Election District No. 1, Meyers Election District No. 3 and Middleburg Election District No. 10 in the County of Carroll and in Johnsville Election District No. 17, Woodsboro Election District No. 11, Walkersville Election District No. 26, Frederick Election District No. 2 and the City of Frederick in the County of Frederick all in the State of Maryland, being all right, title and interest of The Penn Central Corporation of, in and to all that certain piece or parcel of land and premises, easements, rights-of-way and other rights of any kind whatsoever appurtenant thereto, or used in conjunction therewith on and along a portion of the railroad of said The Penn Central Corporation (formerly Pennel Company) known as the Frederick Branch, said portion generally being as sixty-six feet wide, and described as follows:

BEGINNING at Littlestown in said Township of Germany, County of Adams and Commonwealth of Pennsylvania at a line drawn radially across said right-of-way of railroad through Mile Post 39 at station 2059+95 $\pm$ of said Frederick Branch as shown on valuation map V30-26;

THENCE extending in a general southwesterly direction on and along said 66-foot wide right-of-way of railroad approximately 30.03 miles, through the following locations: Kingsdale, Piney Creek, Galt, Taneytown, Crabster, Sharrets, Keymar, Ladlesburg, New Midway, Legore, Woodsboro, Walkersville, Fountain Rock, Retreat Grove and Harmony Grove, to the right-of-way line of the Baltimore and Ohio Railroad in said City of Frederick, the place of ending at station 3647+04 $\pm$, as shown on valuation map V31-28.

EXCEPT that the right-of-way is 50 feet wide at station 2059+95 $\pm$ and gradually decreases to 35 feet in width at station 2067+80 $\pm$ and continues at that width until station 2069+75, at which point it gradually increases to 41 feet wide at station 2070+25 $\pm$, at which point it decreases gradually to 33 feet at station 2073+25 $\pm$, at which point it gradually increases to 60 feet at station 2075+00 $\pm$, at which point it gradually decreases to 50 feet at station 2077+25, at which point it gradually increases to 61 feet at station 2079+80 $\pm$, as shown on valuation map V30-26; at which point it gradually decreases to 33 feet at station 2083+73 $\pm$ and continues at this width until station 2088+78 $\pm$, at which point it gradually increases to 72 feet at the northeast abutment of bridge number 39.60 at station 2091+56, continues at 60 feet wide starting at the southwest abutment of said bridge until station 2093+83, at which point it gradually increases to 80 feet wide at station 2097+70, at which point it begins to decrease to 60 feet wide at station 2100+75 and continues at this width until station 2101+89, at which point the right-of-way becomes 33 feet wide and continues at this width, as shown on valuation map V30-27.

EXCEPT at the northeast edge of a highway at station 2135+46 to the southwest edge of said highway at station 2135+71, the railroad only has an easement, as shown on valuation map V30-28.

EXCEPT at station 2147+29, the right-of-way is 42 feet wide and continues at that width until the northeast abutment at station 2155+37 of bridge number 40.8; at the southwest abutment at station 2155+74, the right-of-way is 40 feet wide and continues at that width until the Maryland-Pennsylvania line at station 2168+12, as shown on valuation map V30-28.

EXCEPT that at the Maryland-Pennsylvania line, the right-of-way is 71 feet wide and gradually narrows to 66 feet at station 2175+30, at which point the right-of-way gradually widens to 77 feet at station 2184+11, at which point the right-of-way gradually narrows to 71 feet at station 2185+86, at which point the right-of-way increases to 90 feet at station 2189+34 $\pm$, at which point the right-of-way gradually decreases in width to 85 feet at station 2191+85, at which point the right-of-way widens to 100 feet at station 2192+85 $\pm$, at which point the right-of-way gradually narrows to 80 feet at the north side of Piney Creek at station 2195+79 $\pm$, at which point the right-of-way begins to widen to 100 feet at the south side of Piney Creek at station 2196+27 $\pm$, at which point the right-of-way gradually narrows to 66 feet at station 2201+34, at which point the right-of-way gradually increases to 93 feet at station 2202+89, at which point the right-of-way decreases to 66 feet at station 2209+85 $\pm$ and continues at that width, as shown on valuation map V31-1.

EXHIBIT B
Apportionment of Value

	Value	Ratio	Apportionment
Westminster-Cedarhurst (Carroll County)	\$10,987,866.49	44.48%	\$129,739.58
Walkersville-Taneytown (Frederick County)	\$13,713,316.41	55.52%	\$161,920.42
Total Value	\$24,701,182.90	100.00%	\$291,660.00

First Tract

EXCEPT at station 2220+92, the right-of-way gradually increases from 66 feet to 70 feet in width at station 2222+92 $\pm$, at which point the right-of-way decreases to 66 feet at station 2225+92 $\pm$, at which point the right-of-way increases to 75 feet at station 2228+57 $\pm$, at which point the right-of-way decreases to 66 feet at station 2232+00 $\pm$, and continues at this width, as shown on valuation map V31-2.

EXCEPT at station 2233+82 $\pm$, the right-of-way gradually increases from 66 feet to 86 feet at station 2236+85 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 2239+40 $\pm$ and continues at that width until station 2240+87 $\pm$, at which point the right-of-way gradually widens to 69 feet at station 2241+17, at which point the right-of-way gradually increases to 110 feet wide at station 2245+95, at which point it gradually decreases to 66 feet at station 2251+87 $\pm$, at which point the right-of-way gradually increases to 95 feet at station 2258+90 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 2265+87 $\pm$, at which point the right-of-way gradually increases to 91 feet wide at station 2269+55, at which point it gradually decreases to 66 feet wide at station 2273+39, all of the above being shown on valuation map V31-2, at which point the right-of-way gradually increases to 78 feet wide at valuation station 2276+40, at which point the right-of-way decreases to 66 feet at station 2280+88, at which point it increases to 96 feet wide at station 2283+99, at which point it gradually decreases to 66 feet wide at station 2286+35 and continues at this width until station 2290+85, at which point the right-of-way widens to 71 feet wide at station 2293+90, at which point the right-of-way gradually decreases to 66 feet wide at station 2296+86, at which point the right-of-way gradually widens to 76 feet wide at station 2297+86, at which point the right-of-way gradually decreases to 69 feet wide at station 2298+86, at which point in Galt the right-of-way gradually increases to 83 feet wide at station 2301+35, at which point the right-of-way gradually decreases to 70 feet wide at station 2303+48, at which point the right-of-way gradually increases to 73 feet wide at station 2304+83, at which point the right-of-way gradually increases to 84 feet at station 2306+45, at which point the right-of-way gradually decreases to 66 feet wide at station 2308+95, at which point the right-of-way gradually increases in width to 71 feet at station 2310+89, at which point the right-of-way decreases to 66 feet and continues at this width until station 2313+99, at which point the right-of-way gradually increases to 68 feet at station 2314+99 and continues at that width, as shown on valuation map V31-3.

EXCEPT that at station 2316+94, the right-of-way gradually increases to 80 feet at station 2320+60, at which point it gradually decreases to 66 feet at station 2322+60, at which point the right-of-way gradually increases to 74 feet at station 2323+20, at which point the right-of-way gradually decreases to 66 feet at station 2324+90 and continues at that width, as shown on valuation map V31-3.

EXCEPT that at station 2327+53, the right-of-way gradually increases to 78 feet at station 2329+08, at which point the right-of-way gradually decreases in width to 77 feet at station 2330+87, at which point the right-of-way gradually increases in width to 82 feet at station 2333+07, at which point the right-of-way gradually decreases in width to 66 feet at station 2336+07, at which point the right-of-way gradually increases in width to 110 feet at station 2341+30, at which point the right-of-way decreases in width to approximately 66 feet at station 2344+00 $\pm$, at which point the right-of-way gradually increases to 90 feet wide at station 2347+50, at which point the right-of-way gradually decreases to 66 feet in width at station 2352+98 $\pm$, at which point the right-of-way gradually increases to 77 feet wide at station 2353+98 $\pm$, at which point the right-of-way gradually decreases to 71 feet wide at station 2356+05, at which point the right-of-way becomes 66 feet wide and continues at that width, as shown on valuation map V31-4.

EXCEPT that at station 2402+24, the right-of-way is 92 feet wide and gradually decreases to 66 feet in width at station 2404+99, at which point the right-of-way gradually widens to 96 feet at station 2411+93, at which point the right-of-way gradually narrows to 66 feet at station 2415+93, at which point the right-of-way gradually increases to 136 feet in width at station 2420+80, at which point the right-of-way gradually decreases to 79 feet wide at station 2424+50, at which point the right-of-way is 32 feet wide and gradually increases to 39 feet in width at station 2430+01, all of the above as shown on valuation map V31-5, at which point the right-of-way gradually narrows to 28 feet at station 2433+47 $\pm$, at which the right-of-way gradually increases to

40 feet in width at station 2439+13, at which point the right-of-way gradually decreases to 28 feet at station 2440+10 $\pm$ and continues at this width until station 2442+05 $\pm$, at which point the right-of-way gradually increases to 50 feet in width at station 2447+68 $\pm$ and continues at this width until station 2447+93 $\pm$, at which point it gradually widens to 106 feet in width at station 2448+00, at which point it gradually narrows to 86 feet in width at station 2452+09, at which point it gradually decreases to 66 feet at station 2452+75 and continues at this width in Taneytown, as shown on valuation map V31-6.

EXCEPT that at station 2457+47, the right-of-way gradually increases from 66 feet to 109 feet in width at station 2465+50, at which point the right-of-way gradually decreases to 66 feet at station 2473+01 $\pm$, all the above shown on valuation map V31-6, at which point the right-of-way gradually increases to approximately 157 feet in width at station 2492+18, at which point the right-of-way gradually decreases to 66 feet at station 2498+05 $\pm$, at which point the right-of-way gradually increases to 80 feet in width at station 2500+77, at which point the right-of-way decreases to 68 feet and gradually to 40 feet at the centerline of Crouse Mill Road, from which point to the western edge of said highway at station 2512+25, the railroad has an easement for operations, from which point the right-of-way is approximately 80 feet and gradually increases to 83 feet in width at station 2514+25 $\pm$, at which point the right-of-way decreases to 80 feet in width at station 2515+55, at which point the right-of-way is reduced to 35 feet and continues at this width, as shown on valuation map V31-7.

EXCEPT at station 2531+61 the right-of-way is 66 feet and gradually increases to 102 feet wide at station 2535+15, at which point the right-of-way gradually decreases to 66 feet at station 2537+18 $\pm$, as shown on valuation map V31-7, at which point it gradually increases to 70 feet in width at station 2539+12 $\pm$, at which point the right-of-way gradually decreases to 66 feet in width at station 2541+10 $\pm$, at which point the right-of-way gradually increases to 94 feet in width at station 2542+10 $\pm$, at which point the right-of-way gradually decreases to 66 feet in width at station 2543+60, at which point the right-of-way gradually increases to 80 feet in width at station 2545+10 $\pm$, at which point the right-of-way decreases to 66 feet at station 2547+10 $\pm$ and continues at that width, as shown on valuation map V31-8.

EXCEPT at station 2551+05 $\pm$, the right-of-way increases from 66 feet to 75 feet at station 2552+10 $\pm$ and continues at that width, as shown on valuation map V31-8.

EXCEPT at station 2557+13 $\pm$ the right-of-way gradually decreases from 75 feet to 66 feet at station 2560+85, at which point the right-of-way increases to 78 feet in width at station 2563+11 $\pm$, at which point the right-of-way gradually decreases to 66 feet in width in Crabster at station 2569+10 $\pm$, at which point the right-of-way increases to 73 feet in width at station 2571+10 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 2573+10 $\pm$, at which point the right-of-way increases to 79 feet in width at station 2576+10 $\pm$, at which point the right-of-way decreases to 66 feet in width at station 2579+10 $\pm$, at which point the right-of-way gradually increases to 69 feet in width at station 2580+10, at which point the right-of-way gradually decreases to 66 feet at station 2582+11 $\pm$, the right-of-way gradually increases from 66 feet to 69 feet at station 2585+09, as shown on valuation map V31-8, at which point the right-of-way increases to 75 feet at station 2592+17, at which point the right-of-way increases to approximately 110 feet and from which point the right-of-way gradually decreases to 70 feet at station 2595+37 $\pm$, at which point the right-of-way gradually increases to 71 feet at station 2597+16 $\pm$, at which point the right-of-way gradually decreases to 70 feet at station 2602+21 $\pm$, at which point the right-of-way gradually increases to 73 feet at station 2605+21 $\pm$, at which point the right-of-way gradually decreases to 67 feet at station 2611+15 $\pm$, at which point the right-of-way gradually increases to 73 feet at station 2613+15 $\pm$, at which point it gradually decreases in width to 61 feet at station 2619+87, at which point the right-of-way increases to 64 feet and gradually increases to 89 feet at station 2637+15 $\pm$, at which point the right-of-way gradually decreases to 85 feet at station 2640+44, at which point the right-of-way gradually increases to 106 feet at station 2642+95, as shown on valuation map V31-9, at which point the right-of-way gradually decreases to 66 feet at station 2646+70, at which point the right-of-way gradually increases to 85 feet at station 2652+18 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 2656+33 $\pm$, at which point the right-of-way gradually increases to 107 feet at station 2658+35, at which point the right-of-way gradually decreases to 66 feet at station 2660+15 $\pm$, at which point the right-of-way gradually increases to 72 feet at station

2661+20 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 2665+23, at which point the right-of-way gradually increases to 78 feet at station 2667+31 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 2677+10 $\pm$, at which point, in Sharretts, the right-of-way gradually increases to 98 feet at station 2680+20, at which point the right-of-way gradually decreases to 71 feet at station 2681+42 and continues at that width until station 2681+67, at which point the right-of-way gradually increases to 100 feet at station 2682+70, at which point the right-of-way gradually decreases to 66 feet at station 2684+18 $\pm$, at which point the right-of-way gradually increases to 84 feet at station 2685+75 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 2690+16 $\pm$ and continues at that width, as shown on valuation map V31-10.

EXCEPT at station 2697+22 $\pm$ the right-of-way gradually increases from 66 feet to 173 feet at station 2700+65, at which point the width decreases to 140 feet and continues to gradually decrease to 120 feet at the north edge of Big Pipe Creek at station 2704+21 $\pm$, at which point the right-of-way decreases to 66 feet and continues at that width as shown on valuation map V31-11 at the east side of Mt. Union Road at station 2731+59 through which to the west edge of said road, at station 2731+89, the railroad has an easement for operations, from which point the right-of-way is 66 feet and continues at that width, as shown on valuation map V31-11.

EXCEPT at the northern side of the Western Maryland Railway at station 2740+63 through which to the southern side of said railway, at station 2741+37, the railroad has an easement for operations and from which point the railroad right-of-way is 66 feet and continues at that width, as shown on valuation map V31-11.

EXCEPT at the north edge of Middleburg Road at station 2754+90 to the south edge of said road at station 2755+45, the railroad has an easement for operations and from the south edge the right-of-way is 66 feet wide and continues at that width, as shown on valuation map V31-12.

EXCEPT at station 2775+86 $\pm$ the right-of-way is 50 feet wide and continues at that width until the northeastern edge of Little Pipe Creek at station 2777+87 $\pm$.

EXCEPT starting at the northwestern edge of Little Pipe Creek at station 2779+13 $\pm$, the right-of-way is 50 feet wide and continues at that width to station 2782+11, at which point the right-of-way is 140 feet wide and gradually decreases to 66 feet wide at station 2784+98, at which point the right-of-way gradually increases to 82 feet wide at station 2787+48, at which point the right-of-way gradually decreases to 66 feet at station 2791+49 $\pm$, at which point the right-of-way gradually increases to 86 feet at station 2791+99, at which point the right-of-way gradually decreases to 81 feet at station 2793+74, at which point the right-of-way gradually increases to 88 feet at station 2795+49, at which point the right-of-way gradually increases to 96 feet at station 2800+20 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 2891+27 and continues at that width, as shown on valuation map V31-12.

EXCEPT at station 2819+42, the right-of-way gradually increases from 66 feet to 90 feet at station 2821+75, at which point the right-of-way gradually decreases to 66 feet at station 2823+46, at which point the right-of-way gradually increases to 122 feet at station 2824+00, at which point the right-of-way gradually decreases to 66 feet at station 2824+75, at which point the right-of-way gradually decreases to 76 feet at station 2826+75, at which point the right-of-way gradually increases to 81 feet at station 2825+75, at which point the right-of-way gradually increases to 93 feet at station 2827+75, at which point the right-of-way gradually decreases to 79 feet at station 2832+47, at which point the right-of-way gradually increases to 126 feet at station 2834+02, at which point the right-of-way gradually decreases to 73 feet at station 2835+20, at which point the right-of-way gradually increases to 100 $\pm$ feet wide at station 2837+77, at which point the right-of-way decreases to 78 feet at station 2846+79 and continues at that width until station 2847+79, at which point the right-of-way gradually widens to 94 feet at station 2850+79, at which point the right-of-way gradually decreases to 88 feet at station 2851+04, at which point the right-of-way gradually widens to 115 feet at station 2854+80, all of the above as shown on valuation map V31-13, at which point the right-of-way gradually decreases in Ladiesburg to 73 feet at station 2863+28 $\pm$, at which point the right-of-way gradually increases 80 feet at station 2865+57 and continues at that width until station 2865+91, at which point the right-of-way gradually decreases in width to 78

First Tract

feet at station 2869+35, at which point the right-of-way gradually increases in width to 83 feet at station 2870+35, at which point the right-of-way gradually decreases in width to 70 feet at station 2874+82 and continues at that width until station 2876+35, at which point the right-of-way gradually increases in width to 76 feet at station 2879+35, at which point the right-of-way gradually decreases to 66 feet at station 2884+48 and continues at that width, as shown on valuation map V31-14.

EXCEPT that at station 2917+66±, the right-of-way gradually increases in width from 66 feet to 69 feet at station 2929+57 at which point the right-of-way increases to 75 feet and gradually increases to 79 feet; at station 2933+37±, at which point the right-of-way gradually decreases to 75 feet at station 2935+36±, at which point the right-of-way gradually increases to 93 feet at station 2937+36, at which point the right-of-way gradually decreases to 66 feet at station 2939+27, at which point the right-of-way gradually increases in width to 80 feet at station 2939+87, at which point the right-of-way gradually decreases in width to approximately 66 feet at station

2942+35, at which point the right-of-way gradually increases in width to approximately 86 feet at station 2944+10, at which point the right-of-way gradually decreases to 79 feet at station 2944+40, at which point the right-of-way gradually increases to 84 feet at station 2945+62, at which point the right-of-way gradually decreases to 70 feet at station 2948+38, at which point the right-of-way gradually increases to 86 feet at station 2954+87, at which point the right-of-way gradually decreases in width to 66 feet at station 2957+50 and continues at this width, as shown on valuation map V31-15.

EXCEPT that at station 2964+23, the right-of-way gradually increases in width from 66 feet to 87 feet at station 2973+65, at which point the right-of-way gradually decreases in width to 66 feet at station 2978+40, at which point the right-of-way gradually increases in width to 81 feet at station 2985+80±, at which point the right-of-way gradually decreases to approximately 75 feet at station 2986+25, at which point the right-of-way gradually increases to 93 feet at station 2991+40±, at which point the right-of-way gradually decreases to 66 feet at station 2996+90, at which point the right-of-way gradually widens to 78 feet at the east side of Oak Hill Road at station 3001+36 through which to the west edge of said road, at station 3001+75 the railroad has an easement for operations, at which point the right-of-way is 66 feet which continues until station 3005+92, at which point the right-of-way gradually increases to 83 feet at station 3006+80, at which point the right-of-way gradually decreases to 66 feet at station 3009+80± and continues at that width; as shown on valuation map V31-16.

EXCEPT the right-of-way at station 3018+40 is 103 feet wide and gradually decreases in width to 66 feet at station 3024+93, at which point the right-of-way gradually increases in width to 96 feet at station 3023+45±, at which point the right-of-way gradually decreases to 66 feet at station 3035+56, at which point the right-of-way gradually increases to 82 feet at station 3048+21, at which point the right-of-way gradually decreases in width to 70± feet at station 3050+50±, at which point the right-of-way gradually increases in width to 79 feet at station 3054+50±, at which point the right-of-way gradually decreases in width to 66 feet at station 3057+53, at which point the right-of-way, as shown on valuation map V31-17, gradually increases in width to 110 feet at station 3067+13, at which point the right-of-way decreases to 66 feet at station 3076+67± and continues at that width until the northern edge of Maryland 550 at station 3081+70, at which point the right-of-way gradually widens to 75 feet at station 3086+64, at which point the right-of-way gradually decreases to 71 feet at station 3090+63, at which point the right-of-way gradually widens to 79 feet at station 3094+74±, at which point it gradually decreases in width to 73 feet at station 3100+96±, at which point it gradually increases in width to 79 feet at station 3102+68±, at which point the right-of-way gradually decreases to 72 feet at station 3104+59±, at which point the right-of-way gradually increases to 77 feet at station 3113+63±, at which point the right-of-way gradually decreases to 66 feet at station 3115+13, all of the above being shown on valuation map V31-18, at which point the right-of-way gradually increases in width to 85 feet at station 3118+52, at which point the right-of-way decreases in width to 66 feet at station 3134+38 and continues at that width as shown on valuation map V31-19.

First Tract

EXCEPT that at station 3157+18, the right-of-way gradually increases from 66 feet to 72 feet at station 3157+65 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3161+68, at which point the right-of-way gradually increases to 79 feet at station 3163+64 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3169+84, as shown on valuation map V31-19, at which point the right-of-way gradually increases in width to 72 feet at station 3174+67 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3176+77 $\pm$ and continues at that width until station 3181+18, at which point the right-of-way gradually increases to 76 feet at station 3182+43, at which point the right-of-way gradually decreases to 66 feet at station 3182+70 $\pm$, at which point the right-of-way gradually increases in width to 77 feet at station 3186+18, at which point the right-of-way gradually decreases in width to 66 feet at station 3189+50 $\pm$ and continues at that width, as shown on valuation map V31-20.

EXCEPT that at station 3203+12 $\pm$ the right-of-way increases from 66 feet in width to 73 feet at station 3203+19 $\pm$, at which point it gradually decreases to 72 feet at station 3205+71 $\pm$, at which point the right-of-way gradually

increases to 89 feet at station 3210+71 $\pm$, at which point in McAleer the right-of-way gradually decreases to 68 feet at station 3212+79 $\pm$ and continues at that width until station 3215+69 $\pm$, at which point the right-of-way gradually increases in width to 74 feet at station 3217+20 $\pm$, and continues at this width until station 3221+24, as shown on valuation map V31-20, at which point the right-of-way gradually decreases in width to 66 feet at station 3228+75 $\pm$ and continues at this width until station 3229+80 $\pm$, at which point the right-of-way gradually increases in width to 73 feet at station 3231+72 $\pm$, at which point the right-of-way gradually decreases in width to 71 feet at station 3233+71 $\pm$, at which point the right-of-way gradually increases in width to 93 feet at station 3239+75 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3251+57 $\pm$, at which point the right-of-way gradually increases in width to 81 feet at station 3257+47, at which point the right-of-way gradually increases to 84 feet at station 3258+37, at which point the right-of-way gradually decreases to 66 feet at station 3252+76 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3259+63 $\pm$, at which point the right-of-way gradually increases to approximately 85 feet at station 3261+72 $\pm$, at which point the right-of-way gradually decreases to 66 feet in width at station 3267+70 $\pm$, as shown on valuation map V31-21, at which point the right-of-way gradually increases to 75 feet at station 3276+62 $\pm$, at which point the right-of-way decreases to 69 feet at station 3278+22 $\pm$ and continues at that width until station 3280+70 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3281+93, at which point the right-of-way gradually increases to 77 feet at station 3283+82 $\pm$, at which point the right-of-way gradually decreases to 75 feet at the northeastern edge of Glade Road at station 3285+02, through which said road the railroad has an easement for operation, to the southwestern edge of said road to station 3285+38, at which point the right-of-way is 66 feet wide and gradually increases in width to 68 feet at station 3288+43, at which point the right-of-way gradually decreases to 66 feet at station 3292+71 and continues at that width as shown on valuation map V31-22.

EXCEPT that at station 3332+78 the right-of-way is approximately 72 feet wide, at which point the right-of-way gradually decreases to 69 feet at station 3334+78 $\pm$ and continues at that width until station 3338+80 $\pm$, at which point the right-of-way gradually increases in width to 79 feet at station 3340+75 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3344+28, at which point the right-of-way gradually increases to 71 feet at station 3345+81 $\pm$, at which point the right-of-way gradually decreases in width to 69 feet at station 3349+75 $\pm$, at which point the right-of-way gradually increases in width to 81 feet at station 3351+90 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3353+28 and continues at that width as shown on valuation map V31-23.

EXCEPT that at station 3357+88 $\pm$, the right-of-way gradually increases from 66 feet to 84 feet at station 3360+80 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3363+77 $\pm$, at which point the right-of-way gradually increases to 86 feet at station 3365+76 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3369+80 $\pm$ and continues at that width as shown on valuation map V31-23.

First Tract

EXCEPT that at station 3373+30, the right-of-way gradually increases from 66 feet to 85 feet at the eastern edge of Fountain Rock Road at station 3375+76 and continues at this width to the western edge of said road at station 3376+16, at which point the right-of-way gradually decreases in width to 66 feet at station 3379+30, at which point the right-of-way gradually increases to 92 feet at station 3380+82 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3383+32, as shown on valuation map V31-23, at which point the right-of-way gradually increases in width to 73 feet at station 3385+87 $\pm$, at which point the right-of-way gradually decreases to 66 feet in width at station 3388+85 $\pm$, at which point the right-of-way gradually increases in width to 85 $\pm$ feet at station 3390+82 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3392+83 and continues at that width, as shown on valuation map V31-24.

EXCEPT that at station 3399+37, the right-of-way gradually increases to 78 feet at station 3401+89 $\pm$, at which point the right-of-way gradually decreases to 75 feet at the eastern edge of Retreat Road at station 3405+04 through said road the railroad has an easement for operations to the western edge at station 3405+31, at which point the right-of-way gradually decreases from 75 feet to 66 feet at station 3407+85 and continues at that width as shown on valuation map V31-24.

EXCEPT that at station 3413+61, the right-of-way gradually increases in width from 66 feet to 79 feet at station 3415+36, at which point the right-of-way gradually decreases in width to 66 feet at station 3418+10 $\pm$ and continues at that width until station 3419+8 $\pm$, at which point the right-of-way gradually widens to 81 feet at station 3423+85, at which point the right-of-way gradually decreases in width to 66 feet at station 3426+00, at which point the right-of-way gradually increases in width to 75 feet at station 3429+95 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3432+90 $\pm$, as shown on valuation map V31-24, at which point the right-of-way gradually increases in width to 124 feet at station 3442+60, at which point the right-of-way is 66 feet wide and continues at that width to the northeastern edge of the Monocacy River at station 3444+27, as shown on valuation map V31-25.

EXCEPT that at the southwestern edge of the Monocacy River at station 3445+98 $\pm$, the right-of-way is 66 feet wide and gradually increases in width to 91 feet at station 3447+93 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3451+88, at which point the right-of-way increases in width to 92 feet at station 3453+90 $\pm$, at which point the right-of-way gradually decreases in width to 90 feet at station 3459+85 $\pm$, at which point the right-of-way is further gradually reduced to 66 feet at station 3461+90, at which point the right-of-way gradually increases in width to 71 feet at station 3463+40, at which point the right-of-way gradually decreases to 66 feet at station 3464+40, at which point the right-of-way gradually increases to 77 $\pm$ feet at station 3465+95 $\pm$, at which point the right-of-way gradually decreases to 73 feet at station 3469+90 $\pm$, at which point the right-of-way gradually increases to 95 $\pm$ feet at station 3473+94 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3480+00 $\pm$, at which point the right-of-way increases to 71 feet at station 3481+47 and continues at that width, as shown on valuation map V31-25.

EXCEPT that the right-of-way gradually decreases from 71 feet at station 3486+76 to 70 feet at station 3492+53 and this width continues to the eastern edge of Maryland 355, at which point the right-of-way is 68 feet in width through the crossing of said road at station 3494+88 and continues at this width until station 3496+67 $\pm$, at which point the right-of-way gradually increases to 100 feet in width and continues at this width, as shown on valuation map V31-26.

EXCEPT that the right-of-way is 83 feet wide at station 3499+23 and gradually decreases to 66 feet at station 3503+01 $\pm$, at which point the right-of-way gradually increases to 109 feet at station 3506+02 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3511+00 $\pm$, at which point the right-of-way gradually increases to 84 feet at station 3515+05 $\pm$, at which point the right-of-way gradually decreases to 61 feet at station 3525+87, at which point the right-of-way gradually increases to 91 feet at station 3533+35, at which point the right-of-way gradually decreases to 72 feet at station 3537+11, at which point the right-of-way gradually increases

First Tract

to 80 feet in width at station 3539+08, at which point the right-of-way increases to 93 feet in width and gradually decreases as shown on valuation map V31-26, to 66 feet in width at station 3544+37 $\pm$ and continues at this width until station 3545+37 $\pm$, at which point the right-of-way gradually increases in width to 102 feet at station 3549+42, at which point the right-of-way decreases to 78 feet in width at station 3552+08, at which point the right-of-way increases in width to 84 $\pm$ feet in width at station 3553+33 $\pm$, at which point the right-of-way decreases in width to 60 feet at the northern edge of Frederick & Woodsboro Turnpike (Maryland 355) at station 3555+89 $\pm$ through said road the railroad has an easement for operation to the southern edge at station 3556+96, at which point the right-of-way is 30 feet wide and continues at that width, as shown on valuation map V31-27.

EXCEPT that at the northern edge of 8th Street in Frederick at station 3600+45 $\pm$, the railroad has an easement for operations and said easement continues in East Street until the southern edge of Patrick Street at station 3638+16, at which point the right-of-way is 40 feet wide to the northern edge of Carroll Creek at station 3640+63, as shown on valuation map V31-28.

EXCEPT that from the southern edge of Carroll Creek, at station 3641+43, the right-of-way is 50 $\pm$ feet wide until station 3643+78; at which point the right-of-way is 35 feet until station 3647+05 $\pm$, at which point is the junction with the B&O, as shown on valuation map V31-28.

EXCEPT that the right-of-way for operational purposes for the passing track from south of 7th Street at station 3607+23 paralleling the eastern edge of East Street to north of 5th Street at station 3613+91 is 35 feet wide as is the right-of-way for the spur from said passing track near 6th Street into the property of Reliable Junk, as shown on valuation map V31-28.

EXCEPT that the right-of-way providing service west of East Street from 4th Street to 7th Street is 20 feet wide except that where crossing all public roads, the railroad has an easement for operations, as shown on valuation map V31-28.

EXCEPT that spur from East Street at station 3618+23 to 5th Street, has a 20-foot wide right-of-way from the eastern edge of East Street to the centerline of 5th Street and from that point to the crossing of Pine Street at 5th Street to the edge of Clorox's property, the railroad has an easement for operations, as shown on valuation map V31-28.

EXCEPT that the spur from the centerline of 5th Street to Pine Street has a 33-foot right-of-way until the northern edge of 4th Street, at which point the railroad has an easement for operations until the southern edge of 4th Street, at which point the right-of-way is 33 feet wide until the northern edge of Church Street, at which point the railroad has an easement for operations until the southern edge of Church Street, at which point the right-of-way is approximately 23 feet wide until its place of ending; except the Grantor reserves the right for one year from the date of the execution of this deed to remove the track from the end-of-switch in 5th Street to the place of ending.

INCLUDING, in Galt, a triangular-shaped parcel adjacent to the northwest edge of the railroad right-of-way starting at station 2302+05 $\pm$ and ending at station 2303+48, as shown on valuation map V31-3.

INCLUDING, in Galt, a triangular-shaped parcel adjacent to the southeast edge of the railroad right-of-way starting at station 2302+50 $\pm$ and ending at station 2303+48, as shown on valuation map V31-3.

INCLUDING parcel B, indicated as MDB000-079, adjacent to west edge of the railroad right-of-way starting at station 2700+65 and continuing to the northern edge of Big Pipe Creek at station 2703+50 $\pm$, as shown on valuation map V31-11, containing 27,475 square feet.

INCLUDING parcel A, indicated as MDB000-087, adjacent to the east edge of the railroad right-of-way starting at 2700+65 and continuing to the northern edge of Big Pipe Creek at station 2703+50 $\pm$, as shown on valuation map V31-11, containing 3.75 acres.

INCLUDING an irregularly-shaped parcel C, indicated as MDB000-257, adjacent to the west edge of the railroad right-of-way starting at 2727+20 $\pm$ and continuing to the northern edge of Mt. Union Road at station 2731+59, as shown on valuation map V31-11, containing 13,200 square feet.

INCLUDING an irregularly-shaped parcel A, indicated as MDB000-269, starting at the southwest edge of the Western Maryland Railway, as shown on valuation map V31-11, and extending to the northern edge of Middleburg Road, being adjacent to the southwestern railroad right-of-way from station 2751+41 $\pm$ and ending at station 2754+90 $\pm$, as shown on valuation map V31-12, containing 10.91 acres.

INCLUDING an irregularly-shaped parcel B, indicated as MDB000-272, adjacent to the northwestern edge of the railroad right-of-way starting at station 2751+41 and ending at the northern edge of Middleburg Road at station 2754+90 $\pm$, as shown on valuation map V31-12, containing 20,908 square feet.

INCLUDING a generally triangular-shaped parcel C, indicated as MDB000-284, adjacent to the northwestern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 $\pm$ to station 2758+66 $\pm$, as shown on valuation map V31-12, containing 14,800 square feet.

INCLUDING a generally triangular-shaped parcel D, indicated as MDB000-296, adjacent to the southeastern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 $\pm$ to station 2759+12 $\pm$, as shown on valuation map V31-12, containing 33,200 square feet.

INCLUDING an irregularly-shaped parcel A, indicated as MDB000-094, adjacent to the southeastern edge of the railroad right-of-way starting at station 3118+56 to station 3126+93 $\pm$, as shown on valuation map V31-19, containing 1.56 acres.

EXCEPTING THEREOUT AND THEREFROM:

A STRIP OR PARCEL of land, identified as parcel number MDB000-082, located at Woodsboro in Woodsboro Election District No. 11, being 150 feet wide and approximately 1,000 feet long, adjoining the herein described right-of-way on the west fronting on the northwardly line of Gravel Hill Road, as shown on valuation map V31-18.

The line of railroad hereinbefore described is identified as Line Nos. 198 and 199 in the records of the United States Railway Association. The Grantor has delivered a copy of each valuation map referred to in this description to the Grantee. Such valuation maps are on file in the offices of the Maryland Department of Transportation, State Railroad Administration, Elm Road, P.O. Box 8755, Baltimore/Washington International Airport, Maryland 21240 and are incorporated by reference herein and made a part hereof.

Together with all of Grantor's right, title and interest in and to the right-of-way, bridges, culverts, buildings, full length of track, and other track material within at-grade crossing along the Taneytown to Walkersville rail line (as shown on Schedule "B" attached hereto and made a part hereof), the at-grade crossing signaling facilities and other appurtenances and improvements located thereon.

Saving and excepting the following parcels as shown on the Right of Way Tracks Maps for the Littlestown, PA to Walkersville, MD rail Line:

Parcel B, indicated as MDB000-067, adjacent to the east edge of the railroad right-of-way starting at station 2700+65 and continuing to northern edge of Big Pipe Creek at station 2703+50 $\pm$, as shown on valuation map V31-11, containing 27,475 square feet.

Parcel A, indicated as MDB000-067, adjacent to the east edge of the railroad right-of-way starting at station 2700+65 and continuing to the northern edge of Big Pipe Creek at station 2703+50 $\pm$, as shown on valuation map V31-11, containing 3.75 acres.

An irregularly-shaped parcel A, indicated as MDB000-269, starting at the southwest edge of the Western Maryland Railway, as shown on valuation map V31-11, and extending to the northern edge of Middleburg Road, being adjacent to the southwestern railroad right-of-way from station 2751+41 $\pm$ and ending at station 2754+90 $\pm$, as shown on valuation map V31-12, containing 10.91 acres.

An irregularly-shaped parcel B, indicated as MDB000-272, adjacent to the northwestern edge of the railroad right-of-way starting at station 2751+41 and ending at the northern edge of Middleburg Road at station 2754+90 $\pm$, as shown on valuation map V31-12, containing 20,908 square feet.

First Tract

A generally triangular-shaped parcel C, indicated as MDB000-284, adjacent to the northwestern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 +/- to station 2758+66 +/-, as shown on valuation map V31-12, containing 14,800 square feet.

A generally triangular-shaped parcel D, indicated as MDB000-296, adjacent to the southeastern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 +/- to station 2759+12 +/-, as shown on valuation map V31-12, containing 33,200 square feet.

An irregularly-shaped parcel A, indicated as MDB000-094, adjacent to the southeastern edge of the railroad right-of-way starting at station 3118+56 to station 3126+93 +/-, as shown on valuation map V31-19, containing 1.56 acres.

Also, Saving and Excepting the parcel containing 0.769 +/- acres of land situated, lying and being at Tannery in Carroll County and State of Maryland, lying on and adjacent to the northerly right of way limits of the said WMRC and being part of tracts of land called "Rochester Resurveyed", "Wilmonts Discovery", and "Gills Prospect" and contained within the following metes and bounds, courses and distances, as described on the attached deed from The Carroll Oak Tanning Company of Carroll County unto Western Maryland Railway Company, dated June 13, 1917.

Also Saving and Excepting from the above described property, all those lots or parcels thereof heretofore conveyed by Grantor including but not limited to a Deed from the State of Maryland to the use of the Maryland Department of Transportation, et: Al. to BancTec, Inc. dated March 21, 1991 and recorded among the Land Records of Frederick County in Liber 1703, Folio 431.

Schedule "A"

Second Tract:

All that tract of land situate in Carroll County, State of Maryland and known as the Cedarhurst Westminster Line, situate between Cedarhurst and Westminster, Carroll County, Maryland, beginning at Railway Valuation Station 1124+40, Valuation Section Map 1-1, Sheet 11, at or near Cedarhurst and extending in a generally northwesterly and westerly direction as shown on Western Maryland Railway Company Drawing No. RE+IDD-676 dated April 11, 1983, approximately 8.25 miles in length and generally sixty-six (66) feet in width, to Railway Valuation Station 1560+40, Valuation Section Map 1-1, Sheet 15, at or near Westminster, containing approximately 69.8 acres of land, more or less.

Together with all of Grantor's right, title and interest in and to the right of way, bridges, culverts, buildings, full length of track material along the Cedarhurst to Westminster rail line as shown on Schedule "C" attached hereto and made a part hereof.

Saving and Excepting from the above described property, all those lots or parcels thereof heretofore conveyed by Grantor.



MTA Freight Railroad Crossing List
Taneytown / Walkersville Line
Maryland Midland Railway

Crossing No.	Roadway Name	Mile Post
<u>Carroll County</u>		
TW-01.	Kinnip Station Road	43.6
TW-02	Copen Haver Lane (Private)	44.3
TW-03	Brown Road	44.6
TW-04	Angell Road	45.1
TW-05	Unnamed Farm Lane	45.4
TW-06	Kesap Street	46.0
TW-07	Baltimore Street (MD 140)	46.5
TW-08	Allendale Lane	47.0
TW-09	Crouse Mill Road	47.5
TW-10	Sharrett Road	50.7
TW-11	Key Mar Inc. Fertilizer Plant	51.2
<u>Frederick County</u>		
TW-12	Middleburg Road	51.7
TW-13	Good Intent Road	53.9
TW-14	Private drive	54.0
TW-15	Warner Road	54.2
TW-16	Cregger Road	55.4
TW-17	Baker Road	55.7
TW-18	Renney Road	55.9
TW-19	Woodsboro Pike (MD 194)	56.0
TW-20	Oak Hill Road	56.8
TW-21	Steiner Smith Road	57.2
TW-22	Legore Bridge Road	57.4
TW-23	Barrick Quarry Entrance (Private)	57.5
TW-24	MD 550 (New)	58.2
TW-25	Creagerstown Road (MD 550)	58.3
TW-26	Gravel Hill Road	58.5
TW-27	Hildebrand La. (Private), (School Alley)	58.7
TW-28	Glade Road	60.0
TW-29	Devilbiss Bridge Road	61.8
TW-30	Glade Road	62.2
TW-31	Main Street	62.4
TW-32	Pennsylvania Avenue	62.7

TANEYTOWN/WALKERSVILLE/FREDERICK
FREIGHT RAIL LINES 198 AND 199 BRIDGE LISTING

<u>Bridge No.</u>	<u>Location</u>	<u>Bridge Type</u>
23.29/45.71	Over Null Property Entrance	Open Deck Steel Girder
17.80/51.20	Over Big Pipe Creek	Open Deck Steel Plate Girder Supported by Steel Trestles
16.84/52.16	Over Y Road at Keymar, MD	Open Deck Steel Plate Girder
16.40/52.61	Over Little Pipe Creek	Open Deck Steel Plate Girder Supported by Steel Trestles

BRIDGE LISTING

TANEYTOWN/LITTLESTOWN FREIGHT RAIL LINE

<u>Bridge No.</u>	<u>Location</u>	<u>Bridge Type</u>
45.51	Over Tributary to Piney Creek	Stone Masonry Arch
44.33	Over Tributary to Piney Creek	Brick Masonry Arch
42.56	Over Stone Road	Concrete Slab
42.52	Over Tributary to Piney Creek	Concrete Box Culvert
42.50	Over Tributary to Piney Creek	2 Cell Stone Arch
40.84	Over Drainage Swale	Timber Deck/Steel Stringer

WESTMINSTER/CEDARHURST
FREIGHT RAIL LINE 007 BRIDGE LISTING

<u>Bridge No.</u>	<u>Location</u>	<u>Bridge Type</u>
24.50	Over North Branch Patapsco River near Lawndale Road	Steel Thru Girder
25.50	Over North Branch Patapsco River near Tank Road	Steel Thru Girder
25.80	Over North Branch Patapsco River near Tank Road	Steel Thru Girder
25.90	Over North Branch Patapsco River near Tank Road	Steel I Beam
26.60	Over East Branch Patapsco River near Wesley Road	Steel I Beam
27.00	Over West Branch Patapsco River near Leppo Lane	Steel Thru Girder
27.10	Over West Branch Patapsco River near Leppo Lane	Steel I Beam
27.20	Over West Branch Patapsco River near Leppo Lane	Steel I Beam
27.40	Over West Branch Patapsco River near Leppo Lane	Steel Thru Girder
27.80	Over West Branch Patapsco River near Carrollton Road	Steel Thru Girder
28.20	Over West Branch Patapsco River near Carrollton Road	Steel I Beam
28.40	Over West Branch Patapsco River near Carrollton Road	Steel Thru Girder
29.60	Over West Branch Patapsco River near Gorsuch Road	Steel Thru Girder
29.90	Over West Branch Patapsco River near Gorsuch Road	Steel Thru Girder
32.60	Over unnamed feeder of Patapsco River near Hahn Road	

I. MTA Freight Railroad Crossing List
Westminster / Cedarhurst
Maryland Midland Railway

Crossing No.	Roadway Name	Mile Post
	<u>Carroll County</u>	
WC-01	Lawndale Road	25.1
WC-02	Golf Course Crossing @ Lawndale Road (Private)	25.1
WC-03	Tank Road	25.8
WC-04	Wesley Road	26.5
WC-05	Patapsco Road	26.7
WC-06	Leppo Lane	-
WC-07	Carrollton Road	28.6
WC-08	Reese Road	28.7
WC-09	Gorsuch Road	30.3
WC-10	Tannery Road (East)	30.5
WC-11	Tannery Road (Middle)	30.5
WC-12	Tannery Road (West)	30.8
WC-13	Cranberry Road	32.2

State of Maryland Land Instrument Intake Sheet
☐ Baltimore City ☒ County: Frederick
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments		☒ Deed ☐ Deed of Trust ☐ Mortgage Lease ☐ Other _____ ☐ Other _____																																																		
2 Conveyance Type Check Box		☐ Improved Sale Arms-Length [1]	☐ Unimproved Sale Arms-Length [2] ☐ Multiple Accounts Arms-Length [3] ☐ Not an Arms-Length Sale [9]																																																	
3 Tax Exemptions (if applicable) Cite or Explain Authority		_____																																																		
4 Consideration and Tax Calculations		<table border="1"><thead><tr><th colspan="2">Consideration Amount</th></tr></thead><tbody><tr><td>Purchase Price/Consideration</td><td>\$ 82,260.00</td></tr><tr><td>Any New Mortgage</td><td>\$</td></tr><tr><td>Balance of Existing Mortgage</td><td>\$</td></tr><tr><td>Other:</td><td>\$</td></tr><tr><td>Other:</td><td>\$</td></tr><tr><td>Full Cash Value:</td><td>\$</td></tr></tbody></table>		Consideration Amount		Purchase Price/Consideration	\$ 82,260.00	Any New Mortgage	\$	Balance of Existing Mortgage	\$	Other:	\$	Other:	\$	Full Cash Value:	\$																																			
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NOT A FREDERICK COUNTY
DIVISION OF UTILITIES ACCOUNT

Space Reserved for County Validation

Return to: 4505-44015 Pdc
Chicago Title Insurance Company
19 E. Fayette Street, Suite 300
Baltimore, MD 21202
(410) 230-9562

BOOK 4 76.6 PAGE 05321

Carroll County Commissioners
RECORDATION TAX

AMT: \$1,500.00

DATE: 2-14-06

INITIALS: K.H.

QUITCLAIM DEED

APR 2006

This Quitclaim Deed made in three (3) counterparts, this 23rd day of January, 2006 by and between the State of Maryland to the use of the Maryland Department of Transportation, Maryland Transit Administration, and Robert L. Ehrlich, Jr., Governor of Maryland, William Donald Schaefer, Comptroller of the Treasury and Nancy K. Kopp, Treasurer of Maryland, herein collectively referred to as party of the first part, Grantor and Maryland Midland Railway, Inc., a Maryland Corporation, party of the second part, Grantee.

Now, Therefore, This Quitclaim Deed Witnesseth: that in consideration of the premises and the sum of Three Hundred Thousand Dollars (\$300,000.00), the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey, release, quitclaim and surrender unto the said Grantee, its successors and assigns, all of Grantor's right, title interest and estate in and to all those lots of ground situate in Carroll County, Frederick County, State of Maryland and Adams County, State of Pennsylvania and being more particularly described in Schedule "A" attached hereto and made a part hereof.

It is mutually understood and agreed by and between the parties hereto as follows:

- a) Grantor reserves a perpetual and exclusive easement for itself, its successors and assigns, to continue operations and common carrier obligations over the Property (Grantors Perpetual Easement) from Littlestown, Pennsylvania to North Glade Road in Frederick County, Maryland as described in Schedule 'A' attached hereto and made a part hereof.
- b) Grantor reserves for itself, its successors and assigns, a perpetual nonexclusive general occupancy easement, fifteen (15) feet in width, in, over, under, through and along the entire line, for uses such as, but not limited to, the construction, maintenance, operation, use, replacement, relocation, renewal and/or removal of a fiber optic communication system or other systems, which may consist of cables, lines or conduits of any kind beneath the surface of the property, together with the right periodically, to enter and use the surface to install and maintain same with Grantee's prior approval, which shall not be unreasonably withheld. Grantor for its use further reserves the right to assign such reserved general occupancy easement and rights (the "General Occupancy Easement"), in whole or in part, and to lease, license or permit third parties to use the General Occupancy Easement; provided, however, that the exercise of such rights does not unreasonably interfere with Grantee's safe and efficient use of the property, or any improvements thereon.
- c) Grantee covenants not to disturb or relocate any occupancy subsequently placed within Grantor's General Occupancy Easement, nor cause to suffer any interference with the enjoyment of use of the rights, interests and privileges created under the General Occupancy Easement. Grantee shall have the right to utilize the subject property for telecommunication opportunities and needs for State projects.
- d) In the event Grantee, its successors and assigns ceases to operate over the property for a period of two hundred seventy (270) days or more, the property shall be deemed abandoned by Grantee, its successors or assigns, and title shall revert by operation of law to Grantor, its successors or assigns.
- e) Grantor, by execution of this deed certifies that, notwithstanding the consideration of \$300,000.00 set forth herein, the amount allocated to the Pennsylvania property is \$8,340.00 and the amount allocated to Maryland is \$291,660.00 as more fully set forth in Exhibit "B" attached hereto.

Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To have and to hold the said described lots of ground and premises, unto and to the use of the said Grantee, its successors and assigns.

STATE OF MARYLAND, CITY/COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 26 day of May, 2005
before me, the subscriber, a Notary Public of the State aforesaid, personally
appeared Robert L. Ehrlich, Jr., Governor of Maryland, William Donald Schaefer,
Comptroller of Maryland and Nancy K. Kopp, Treasurer of Maryland, constituting
the Board of Public Works of Maryland and acknowledged to foregoing
instrument to be the act of said Board of Public Works of Maryland and executed
the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial seal:

Marion Boschert
Notary Public



My Commissions Expires 12/01/07
Marion Boschert
NOTARY PUBLIC
Anne Arundel County, Maryland
My Commission Expires 12/01/07

STATE OF MARYLAND, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2005
before me, the subscriber, a Notary Public of the State aforesaid, personally
appeared Lisa L. Dickerson to be the Acting Administrator of Maryland Transit
Administration, an agency of The Maryland Department of Transportation acting
for and on behalf of The State of Maryland and as such Acting Administrator she
executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial seal:

Notary Public

My Commission expires: _____

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 1 day of July, 2005 before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Lisa L. Dickerson, the Administrator of the Maryland Transit Administration, an agency of The Maryland Department of Transportation acting for and on behalf of the State of Maryland and as such Administrator she executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and Notarial seal:

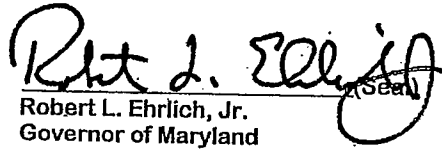
Stacey Freedman Sherrill
Notary Public

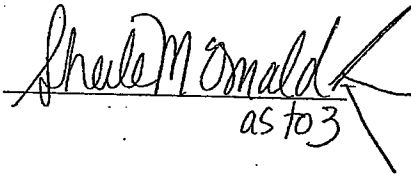
My Commission expires: MY COMMISSION
EXPIRES 2/13/2006

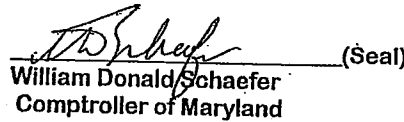


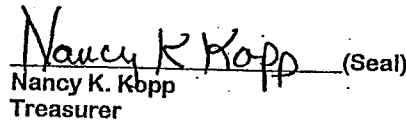
In Witness Whereof, the said Grantor has caused these presents to be duly executed on the day and year first above written.

WITNESS:


Robert L. Ehrlich, Jr.
Governor of Maryland


as to 3

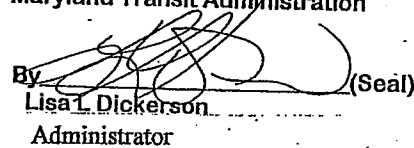

William Donald Schaefer
Comptroller of Maryland


Nancy K. Kopp
Treasurer

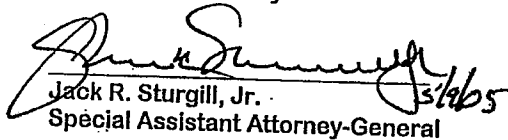
Approved by the Board of Public Works of the State of Maryland at a meeting held on the 16 the day of February, 2005, as Item 19-RP

Constituting the Board of Public Works Of Maryland

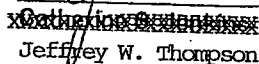


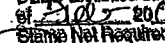
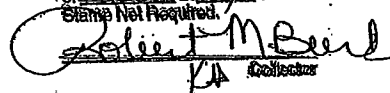
State of Maryland
Department of Transportation
Maryland Transit Administration
By  (Seal)
Lisa L. Dickerson
Administrator

Approved as to form
And legal sufficiency


Jack R. Sturgill, Jr.
Special Assistant Attorney-General

I HEREBY CERTIFY that this Quit Claim Deed was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals for the State of Maryland.


Jeffrey W. Thompson

DEED Exhibited this  Day
of  Tax
Stamp Not Required

Robert M. Baird
Collector

First Tract

ALL THAT PROPERTY situate in the Township of Germany, County of Adams and Commonwealth of Pennsylvania and in Taneytown Election District No. 1, Meyers Election District No. 3 and Middleburg Election District No. 10 in the County of Carroll and in Johnsville Election District No. 17, Woodsboro Election District No. 11, Walkersville Election District No. 26, Frederick Election District No. 2 and the City of Frederick in the County of Frederick all in the State of Maryland, being all right, title and interest of The Penn Central Corporation of, in and to all that certain piece or parcel of land and premises, easements, rights-of-way and other rights of any kind whatsoever appurtenant thereto, or used in conjunction therewith on and along a portion of the railroad of said The Penn Central Corporation (formerly Pennel Company) known as the Frederick Branch, said portion generally being as sixty-six feet wide, and described as follows:

BEGINNING at Littlestown in said Township of Germany, County of Adams and Commonwealth of Pennsylvania at a line drawn radially across said right-of-way of railroad through Mile Post 39 at station 2059+95± of said Frederick Branch as shown on valuation map V30-26;

THENCE extending in a general southwesterly direction on and along said 66-foot wide right-of-way of railroad approximately 30.03 miles, through the following locations: Kingsdale, Piney Creek, Galt, Taneytown, Crabster, Sharrets, Keymar, Ladiesburg, New Midway, Legore, Woodsboro, Walkersville, Fountain Rock, Retreat Grove and Harmony Grove, to the right-of-way line of the Baltimore and Ohio Railroad in said City of Frederick, the place of ending at station 3647+04±, as shown on valuation map V31-28.

EXCEPT that the right-of-way is 50 feet wide at station 2059+95± and gradually decreases to 35 feet in width at station 2067+80± and continues at that width until station 2069+75, at which point it gradually increases to 41 feet wide at station 2070+25±, at which point it decreases gradually to 33 feet at station 2073+25±, at which point it gradually increases to 60 feet at station 2075+00±, at which point it gradually decreases to 50 feet at station 2077+25, at which point it gradually increases to 61 feet at station 2079+80±, as shown on valuation map V30-26; at which point it gradually decreases to 33 feet at station 2083+73± and continues at this width until station 2088+78±, at which point it gradually increases to 72 feet at the northeast abutment of bridge number 39.60 at station 2091+56, continues at 60 feet wide starting at the southwest abutment of said bridge until station 2093+83, at which point it gradually increases to 80 feet wide at station 2097+70, at which point it begins to decrease to 60 feet wide at station 2100+75 and continues at this width until station 2101+89, at which point the right-of-way becomes 33 feet wide and continues at this width, as shown on valuation map V30-27.

EXCEPT at the northeast edge of a highway at station 2135+46 to the southwest edge of said highway at station 2135+71, the railroad only has an easement, as shown on valuation map V30-28.

EXCEPT at station 2147+29, the right-of-way is 42 feet wide and continues at that width until the northeast abutment at station 2155+37 of bridge number 40.8; at the southwest abutment at station 2155+74, the right-of-way is 40 feet wide and continues at that width until the Maryland-Pennsylvania line at station 2168+12, as shown on valuation map V30-28.

EXCEPT that at the Maryland-Pennsylvania line, the right-of-way is 71 feet wide and gradually narrows to 66 feet at station 2175+30, at which point the right-of-way gradually widens to 77 feet at station 2184+11, at which point the right-of-way gradually narrows to 71 feet at station 2185+86, at which point the right-of-way increases to 90 feet at station 2189+34±, at which point the right-of-way gradually decreases in width to 85 feet at station 2191+85, at which point the right-of-way widens to 100 feet at station 2192+85±, at which point the right-of-way gradually narrows to 80 feet at the north side of Piney Creek at station 2195+79±, at which point the right-of-way begins to widen to 100 feet at the south side of Piney Creek at station 2196+27±, at which point the right-of-way gradually narrows to 66 feet at station 2201+34, at which point the right-of-way gradually increases to 93 feet at station 2202+89, at which point the right-of-way decreases to 66 feet at station 2209+85± and continues at that width, as shown on valuation map V31-1.

EXHIBIT B
Apportionment of Value

	Value	Ratio	Apportionment
Westminster-Cedarhurst (Carroll County)	\$10,987,866.49	44.48%	\$129,739.58
Walkersville-Taneytown (Frederick County)	\$13,713,316.41	55.52%	\$161,920.42
Total Value	\$24,701,182.90	100.00%	\$291,660.00

First Tract

EXCEPT at station 2220+92, the right-of-way gradually increases from 66 feet to 70 feet in width at station 2222+92 $\pm$, at which point the right-of-way decreases to 66 feet at station 2225+92 $\pm$, at which point the right-of-way increases to 75 feet at station 2228+57 $\pm$, at which point the right-of-way decreases 66 feet at station 2232+00 $\pm$, and continues at this width, as shown on valuation map V31-2.

EXCEPT at station 2233+82 $\pm$, the right-of-way gradually increases from 66 feet to 86 feet at station 2236+85 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 2239+40 $\pm$ and continues at that width until station 2240+87 $\pm$, at which point the right-of-way gradually widens to 69 feet at station 2241+17, at which point the right-of-way gradually increases to 110 feet wide at station 2245+95, at which point it gradually decreases to 66 feet at station 2251+87 $\pm$, at which point the right-of-way gradually increases to 95 feet at station 2258+90 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 2265+87 $\pm$, at which point the right-of-way gradually increases to 91 feet wide at station 2269+55, at which point it gradually decreases to 66 feet wide at station 2273+39, all of the above being shown on valuation map V31-2, at which point the right-of-way gradually increases to 78 feet wide at valuation station 2276+40, at which point the right-of-way decreases to 66 feet at station 2280+88, at which point it increases to 96 feet wide at station 2283+99, at which point it gradually decreases to 66 feet wide at station 2286+35 and continues at this width until station 2290+85, at which point the right-of-way widens to 71 feet wide at station 2293+90, at which point the right-of-way gradually decreases to 66 feet wide at station 2296+86, at which point the right-of-way gradually widens to 76 feet wide at station 2297+86, at which point the right-of-way gradually decreases to 68 feet wide at station 2298+86, at which point in Galt the right-of-way gradually increases to 83 feet wide at station 2301+35, at which point the right-of-way gradually decreases to 70 feet wide at station 2303+48, at which point the right-of-way gradually increases to 73 feet wide at station 2304+83, at which point the right-of-way gradually increases to 84 feet at station 2306+45, at which point the right-of-way gradually decreases to 66 feet wide at station 2308+95, at which point the right-of-way gradually increases in width to 71 feet at station 2310+89, at which point the right-of-way decreases to 66 feet and continues at this width until station 2313+99, at which point the right-of-way gradually increases to 68 feet at station 2314+99 and continues at that width, as shown on valuation map V31-3.

EXCEPT that at station 2316+94, the right-of-way gradually increases to 80 feet at station 2320+60, at which point it gradually decreases to 66 feet at station 2322+60, at which point the right-of-way gradually increases to 74 feet at station 2323+20, at which point the right-of-way gradually decreases to 66 feet at station 2324+90 and continues at that width, as shown on valuation map V31-3.

EXCEPT that at station 2327+53, the right-of-way gradually increases to 78 feet at station 2329+08, at which point the right-of-way gradually decreases in width to 77 feet at station 2330+87, at which point the right-of-way gradually increases in width to 82 feet at station 2333+07, at which point the right-of-way gradually decreases in width to 66 feet at station 2336+07, at which point the right-of-way gradually increases in width to 110 feet at station 2341+30, at which point the right-of-way decreases in width to approximately 66 feet at station 2344+00 $\pm$, at which point the right-of-way gradually increases to 90 feet wide at station 2347+50, at which point the right-of-way gradually decreases to 66 feet in width at station 2352+98 $\pm$, at which point the right-of-way gradually increases to 77 feet wide at station 2353+98 $\pm$, at which point the right-of-way gradually decreases to 71 feet wide at station 2356+05, at which point the right-of-way becomes 66 feet wide and continues at that width, as shown on valuation map V31-4.

EXCEPT that at station 2402+24, the right-of-way is 92 feet wide and gradually decreases to 66 feet in width at station 2404+99, at which point the right-of-way gradually widens to 96 feet at station 2411+93, at which point the right-of-way gradually narrows to 66 feet at station 2415+93, at which point the right-of-way gradually increases to 136 feet in width at station 2420+80, at which point the right-of-way gradually decreases to 79 feet wide at station 2424+50, at which point the right-of-way is 32 feet wide and gradually increases to 39 feet in width at station 2430+01, all of the above as shown on valuation map V31-5, at which point the right-of-way gradually narrows to 28 feet at station 2433+47 $\pm$, at which the right-of-way gradually increases to

First Tract

40 feet in width at station 2439+13, at which point the right-of-way gradually decreases to 28 feet at station 2440+10 $\frac{1}{2}$ and continues at this width until station 2442+05 $\frac{1}{2}$, at which point the right-of-way gradually increases to 50 feet in width at station 2447+68 $\frac{1}{2}$ and continues at this width until station 2447+93 $\frac{1}{2}$, at which point it gradually widens to 106 feet in width at station 2448+00, at which point it gradually narrows to 86 feet in width at station 2452+09, at which point it gradually decreases to 66 feet at station 2452+75 and continues at this width in Taneytown, as shown on valuation map V31-6.

EXCEPT that at station 2457+47, the right-of-way gradually increases from 66 feet to 109 feet in width at station 2465+50, at which point the right-of-way gradually decreases to 66 feet at station 2473+01 $\frac{1}{2}$, all the above shown on valuation map V31-6, at which point the right-of-way gradually increases to approximately 157 feet in width at station 2492+18, at which point the right-of-way gradually decreases to 66 feet at station 2498+05 $\frac{1}{2}$, at which point the right-of-way gradually increases to 80 feet in width at station 2500+77, at which point the right-of-way decreases to 68 feet and gradually to 40 feet at the centerline of Crouse Mill Road, from which point to the western edge of said highway at station 2512+25, the railroad has an easement for operations, from which point the right-of-way is approximately 80 feet and gradually increases to 83 feet in width at station 2514+25 $\frac{1}{2}$, at which point the right-of-way decreases to 80 feet in width at station 2515+55, at which point the right-of-way is reduced to 35 feet and continues at this width, as shown on valuation map V31-7.

EXCEPT at station 2531+61 the right-of-way is 66 feet and gradually increases to 102 feet wide at station 2535+15, at which point the right-of-way gradually decreases to 66 feet at station 2537+10 $\frac{1}{2}$, as shown on valuation map V31-7, at which point it gradually increases to 70 feet in width at station 2539+12 $\frac{1}{2}$, at which point the right-of-way gradually decreases to 66 feet in width at station 2541+10 $\frac{1}{2}$, at which point the right-of-way gradually increases to 94 feet in width at station 2542+10 $\frac{1}{2}$, at which point the right-of-way gradually decreases to 66 feet in width at station 2543+60, at which point the right-of-way gradually increases to 80 feet in width at station 2545+10 $\frac{1}{2}$, at which point the right-of-way decreases to 66 feet at station 2547+10 $\frac{1}{2}$ and continues at that width, as shown on valuation map V31-8.

EXCEPT at station 2551+05 $\frac{1}{2}$, the right-of-way increases from 66 feet to 75 feet at station 2552+10 $\frac{1}{2}$ and continues at that width, as shown on valuation map V31-8.

EXCEPT at station 2557+13 $\frac{1}{2}$ the right-of-way gradually decreases from 75 feet to 66 feet at station 2560+85, at which point the right-of-way increases to 78 feet in width at station 2563+11 $\frac{1}{2}$, at which point the right-of-way gradually decreases to 66 feet in width in Crabster at station 2569+10 $\frac{1}{2}$, at which point the right-of-way increases to 73 feet in width at station 2571+10 $\frac{1}{2}$, at which point the right-of-way gradually decreases to 66 feet at station 2573+10 $\frac{1}{2}$, at which point the right-of-way increases to 79 feet in width at station 2576+10 $\frac{1}{2}$, at which point the right-of-way decreases to 66 feet in width at station 2579+10 $\frac{1}{2}$, at which point the right-of-way gradually increases to 69 feet in width at station 2580+10, at which point the right-of-way gradually decreases to 66 feet at station 2582+11 $\frac{1}{2}$, the right-of-way gradually increases from 66 feet to 69 feet at station 2585+09, as shown on valuation map V31-8, at which point the right-of-way increases to 75 feet at station 2592+17, at which point the right-of-way increases to approximately 110 feet and from which point the right-of-way gradually decreases to 70 feet at station 2595+37 $\frac{1}{2}$, at which point the right-of-way gradually increases to 71 feet at station 2597+16 $\frac{1}{2}$, at which point the right-of-way gradually decreases to 70 feet at station 2602+21 $\frac{1}{2}$, at which point the right-of-way gradually increases to 73 feet at station 2605+21 $\frac{1}{2}$, at which point the right-of-way gradually decreases to 67 feet at station 2611+15 $\frac{1}{2}$, at which point the right-of-way gradually increases to 73 feet at station 2613+15 $\frac{1}{2}$, at which point it gradually decreases in width to 61 feet at station 2619+87, at which point the right-of-way increases to 64 feet and gradually increases to 89 feet at station 2637+15 $\frac{1}{2}$, at which point the right-of-way gradually decreases to 85 feet at station 2640+44, at which point the right-of-way gradually increases to 106 feet at station 2642+95, as shown on valuation map V31-9, at which point the right-of-way gradually decreases to 66 feet at station 2646+70, at which point the right-of-way gradually increases to 85 feet at station 2652+18 $\frac{1}{2}$, at which point the right-of-way gradually decreases to 66 feet at station 2656+33 $\frac{1}{2}$, at which point the right-of-way gradually increases to 107 feet at station 2658+35, at which point the right-of-way gradually decreases to 66 feet at station 2660+15 $\frac{1}{2}$, at which point the right-of-way gradually increases to 72 feet at station

2661+20[±], at which point the right-of-way gradually decreases to 66 feet at station 2665+23[±], at which point the right-of-way gradually increases to 78 feet at station 2667+31[±], at which point the right-of-way gradually decreases to 66 feet at station 2677+10[±], at which point, in Sharretts, the right-of-way gradually increases to 98 feet at station 2680+20[±], at which point the right-of-way gradually decreases to 71 feet at station 2681+42 and continues at that width until station 2681+67[±], at which point the right-of-way gradually increases to 100 feet at station 2682+70[±], at which point the right-of-way gradually decreases to 66 feet at station 2684+18[±], at which point the right-of-way gradually increases to 84 feet at station 2685+75[±], at which point the right-of-way gradually decreases to 66 feet at station 2690+15[±] and continues at that width, as shown on valuation map V31-10.

EXCEPT at station 2697+22[±] the right-of-way gradually increases from 66 feet to 173 feet at station 2700+65[±], at which point the width decreases to 140 feet and continues to gradually decrease to 120 feet at the north edge of Big Pipe Creek at station 2704+21[±], at which point the right-of-way decreases to 66 feet and continues at that width as shown on valuation map V31-11 at the east side of Mt. Union Road at station 2731+59 through which to the west edge of said road, at station 2731+89, the railroad has an easement for operations, from which point the right-of-way is 66 feet and continues at that width, as shown on valuation map V31-11.

EXCEPT at the northern side of the Western Maryland Railway at station 2740+63 through which to the southern side of said railway, at station 2741+37, the railroad has an easement for operations and from which point the railroad right-of-way is 66 feet and continues at that width, as shown on valuation map V31-11.

EXCEPT at the north edge of Middleburg Road at station 2754+90 to the south edge of said road at station 2755+45, the railroad has an easement for operations and from the south edge the right-of-way is 66 feet wide and continues at that width, as shown on valuation map V31-12.

EXCEPT at station 2775+86[±] the right-of-way is 50 feet wide and continues at that width until the northeastern edge of Little Pipe Creek at station 2777+87[±].

EXCEPT starting at the northwestern edge of Little Pipe Creek at station 2779+13[±], the right-of-way is 50 feet wide and continues at that width to station 2782+11[±], at which point the right-of-way is 140 feet wide and gradually decreases to 66 feet wide at station 2784+98[±], at which point the right-of-way gradually increases to 82 feet wide at station 2787+48[±], at which point the right-of-way gradually decreases to 66 feet at station 2791+49[±], at which point the right-of-way gradually increases to 86 feet at station 2791+99[±], at which point the right-of-way gradually decreases to 81 feet at station 2793+74[±], at which point the right-of-way gradually increases to 88 feet at station 2795+49[±], at which point the right-of-way gradually increases to 96 feet at station 2800+20[±], at which point the right-of-way gradually decreases to 66 feet at station 2891+27 and continues at that width, as shown on valuation map V31-12.

EXCEPT at station 2819+42, the right-of-way gradually increases from 66 feet to 90 feet at station 2821+75[±], at which point the right-of-way gradually decreases to 66 feet at station 2823+46[±], at which point the right-of-way gradually increases to 122 feet at station 2824+00[±], at which point the right-of-way gradually decreases to 66 feet at station 2824+75[±], at which point the right-of-way gradually decreases to 76 feet at station 2826+75[±], at which point the right-of-way gradually increases to 81 feet at station 2825+75[±], at which point the right-of-way gradually increases to 93 feet at station 2827+75[±], at which point the right-of-way gradually decreases to 79 feet at station 2832+47[±], at which point the right-of-way gradually increases to 126 feet at station 2834+02[±], at which point the right-of-way gradually decreases to 73 feet at station 2835+20[±], at which point the right-of-way gradually increases to 100[±] feet wide at station 2837+77[±], at which point the right-of-way decreases to 78 feet at station 2846+79 and continues at that width until station 2847+79[±], at which point the right-of-way gradually widens to 94 feet at station 2850+79[±], at which point the right-of-way gradually decreases to 88 feet at station 2851+04[±], at which point the right-of-way gradually widens to 115 feet at station 2854+80[±], all of the above as shown on valuation map V31-13, at which point the right-of-way gradually decreases in Ladiesburg to 73 feet at station 2863+28[±], at which point the right-of-way gradually increases 80 feet at station 2865+57 and continues at that width until station 2865+91[±], at which point the right-of-way gradually decreases in width to 78

First Tract

feet at station 2869+35, at which point the right-of-way gradually increases in width to 83 feet at station 2870+35, at which point the right-of-way gradually decreases in width to 70 feet at station 2874+82 and continues at that width until station 2876+35, at which point the right-of-way gradually increases in width to 76 feet at station 2879+35, at which point the right-of-way gradually decreases to 66 feet at station 2884+48 and continues at that width, as shown on valuation map V31-14.

EXCEPT that at station 2917+66±, the right-of-way gradually increases in width from 66 feet to 69 feet at station 2929+57 at which point the right-of-way increases to 75 feet and gradually increases to 79 feet; at station 2933+37±, at which point the right-of-way gradually decreases to 75 feet at station 2935+36±, at which point the right-of-way gradually increases to 93 feet at station 2937+36, at which point the right-of-way gradually decreases to 66 feet at station 2939+27, at which point the right-of-way gradually increases in width to 80 feet at station 2939+87, at which point the right-of-way gradually decreases in width to approximately 66 feet at station

2942+35, at which point the right-of-way gradually increases in width to approximately 86 feet at station 2944+10, at which point the right-of-way gradually decreases to 79 feet at station 2944+40, at which point the right-of-way gradually increases to 84 feet at station 2945+62, at which point the right-of-way gradually decreases to 70 feet at station 2948+38, at which point the right-of-way gradually increases to 86 feet at station 2954+87, at which point the right-of-way gradually decreases in width to 66 feet at station 2957+50 and continues at this width, as shown on valuation map V31-15.

EXCEPT that at station 2964+23, the right-of-way gradually increases in width from 66 feet to 87 feet at station 2973+65, at which point the right-of-way gradually decreases in width to 66 feet at station 2978+40, at which point the right-of-way gradually increases in width to 81 feet at station 2985+80±, at which point the right-of-way gradually decreases to approximately 75 feet at station 2986+25, at which point the right-of-way gradually increases to 93 feet at station 2991+40±, at which point the right-of-way gradually decreases to 66 feet at station 2996+90, at which point the right-of-way gradually widens to 78 feet at the east side of Oak Hill Road at station 3001+36 through which to the west edge of said road, at station 3001+75 the railroad has an easement for operations, at which point the right-of-way is 66 feet which continues until station 3005+92, at which point the right-of-way gradually increases to 83 feet at station 3006+80, at which point the right-of-way gradually decreases to 66 feet at station 3009+80± and continues at that width; as shown on valuation map V31-16.

EXCEPT the right-of-way at station 3018+40 is 103 feet wide and gradually decreases in width to 66 feet at station 3024+93, at which point the right-of-way gradually increases in width to 96 feet at station 3023+45±, at which point the right-of-way gradually decreases to 66 feet at station 3035+56, at which point the right-of-way gradually increases to 82 feet at station 3048+21, at which point the right-of-way gradually decreases in width to 70± feet at station 3050+50±, at which point the right-of-way gradually increases in width to 79 feet at station 3054+50±, at which point the right-of-way gradually decreases in width to 66 feet at station 3057+53, at which point the right-of-way, as shown on valuation map V31-17, gradually increases in width to 110 feet at station 3067+13, at which point the right-of-way decreases to 66 feet at station 3076+67± and continues at that width until the northern edge of Maryland 550 at station 3081+70, at which point the right-of-way gradually widens to 75 feet at station 3086+64, at which point the right-of-way gradually decreases to 71 feet at station 3090+63, at which point the right-of-way gradually widens to 79 feet at station 3094+74±, at which point it gradually decreases in width to 73 feet at station 3100+96±, at which point it gradually increases in width to 79 feet at station 3102+68±, at which point the right-of-way gradually decreases to 72 feet at station 3104+59±, at which point the right-of-way gradually increases to 77 feet at station 3113+63±, at which point the right-of-way gradually decreases to 66 feet at station 3115+13, all of the above being shown on valuation map V31-18, at which point the right-of-way gradually increases in width to 85 feet at station 3118+52, at which point the right-of-way decreases in width to 66 feet at station 3134+38 and continues at that width as shown on valuation map V31-19.

First Tract

EXCEPT that at station 3157+18, the right-of-way gradually increases from 66 feet to 72 feet at station 3157+65 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3161+68, at which point the right-of-way gradually increases to 79 feet at station 3163+64 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3169+84, as shown on valuation map V31-19, at which point the right-of-way gradually increases in width to 72 feet at station 3174+67 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3176+77 $\pm$ and continues at that width until station 3181+18, at which point the right-of-way gradually increases to 76 feet at station 3182+43, at which point the right-of-way gradually decreases to 66 feet at station 3182+70 $\pm$, at which point the right-of-way gradually increases in width to 77 feet at station 3186+18, at which point the right-of-way gradually decreases in width to 66 feet at station 3189+50 $\pm$ and continues at that width, as shown on valuation map V31-20.

EXCEPT that at station 3203+12 $\pm$ the right-of-way increases from 66 feet in width to 73 feet at station 3203+19, at which point it gradually decreases to 72 feet at station 3205+71 $\pm$, at which point the right-of-way gradually increases to 89 feet at station 3210+71 $\pm$, at which point in McAleer the right-of-way gradually decreases to 68 feet at station 3212+79 $\pm$ and continues at that width until station 3215+69 $\pm$, at which point the right-of-way gradually increases in width to 74 feet at station 3217+20 $\pm$, and continues at this width until station 3221+24, as shown on valuation map V31-20, at which point the right-of-way gradually decreases in width to 66 feet at station 3228+75 $\pm$ and continues at this width until station 3229+80 $\pm$, at which point the right-of-way gradually increases in width to 73 feet at station 3231+72 $\pm$, at which point the right-of-way gradually decreases in width to 71 feet at station 3233+71 $\pm$, at which point the right-of-way gradually increases in width to 93 feet at station 3239+75 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3251+57 $\pm$, at which point the right-of-way gradually increases in width to 81 feet at station 3257+47, at which point the right-of-way gradually increases to 84 feet at station 3258+37, at which point the right-of-way gradually decreases to 66 feet at station 3252+76 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3259+63 $\pm$, at which point the right-of-way gradually increases to approximately 85 feet at station 3261+72 $\pm$, at which point the right-of-way gradually decreases to 66 feet in width at station 3267+70 $\pm$; as shown on valuation map V31-21, at which point the right-of-way gradually increases to 75 feet at station 3276+62 $\pm$, at which point the right-of-way decreases to 69 feet at station 3278+22 $\pm$ and continues at that width until station 3280+70 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3281+93, at which point the right-of-way gradually increases to 77 feet at station 3283+82 $\pm$, at which point the right-of-way gradually decreases to 75 feet at the northeastern edge of Glade Road at station 3285+02, through which said road the railroad has an easement for operation, to the southwestern edge of said road to station 3285+38, at which point the right-of-way is 66 feet wide and gradually increases in width to 68 feet at station 3288+43, at which point the right-of-way gradually decreases to 66 feet at station 3292+71 and continues at that width as shown on valuation map V31-22.

EXCEPT that at station 3332+78 the right-of-way is approximately 72 feet wide, at which point the right-of-way gradually decreases to 69 feet at station 3334+78 $\pm$ and continues at that width until station 3338+80 $\pm$, at which point the right-of-way gradually increases in width to 79 feet at station 3340+75 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3344+28, at which point the right-of-way gradually increases to 71 feet at station 3345+81 $\pm$, at which point the right-of-way gradually decreases in width to 69 feet at station 3349+75 $\pm$, at which point the right-of-way gradually increases in width to 81 feet at station 3351+90 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3353+28 and continues at that width as shown on valuation map V31-23.

EXCEPT that at station 3357+88 $\pm$, the right-of-way gradually increases from 66 feet to 84 feet at station 3360+80 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3363+77 $\pm$, at which point the right-of-way gradually increases to 86 feet at station 3365+76 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3369+80 $\pm$ and continues at that width as shown on valuation map V31-23.

EXCEPT that at station 3373+30, the right-of-way gradually increases from 66 feet to 85 feet at the eastern edge of Fountain Rock Road at station 3375+76 and continues at this width to the western edge of said road at station 3376+16, at which point the right-of-way gradually decreases in width to 66 feet at station 3379+30, at which point the right-of-way gradually increases to 92 feet at station 3380+82 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3383+32, as shown on valuation map V31-23, at which point the right-of-way gradually increases in width to 73 feet at station 3385+87 $\pm$, at which point the right-of-way gradually decreases to 66 feet in width at station 3388+85 $\pm$, at which point the right-of-way gradually increases in width to 85 $\pm$ feet at station 3390+82 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3392+83 and continues at that width, as shown on valuation map V31-24.

EXCEPT that at station 3399+37, the right-of-way gradually increases to 78 feet at station 3401+89 $\pm$, at which point the right-of-way gradually decreases to 75 feet at the eastern edge of Retreat Road at station 3405+04 through said road the railroad has an easement for operations to the western edge at station 3405+31, at which point the right-of-way gradually decreases from 75 feet to 66 feet at station 3407+85 and continues at that width as shown on valuation map V31-24.

EXCEPT that at station 3413+61, the right-of-way gradually increases in width from 66 feet to 79 feet at station 3415+36, at which point the right-of-way gradually decreases in width to 66 feet at station 3418+10 $\pm$ and continues at that width until station 3419+8 $\pm$, at which point the right-of-way gradually widens to 81 feet at station 3423+85, at which point the right-of-way gradually decreases in width to 66 feet at station 3426+00, at which point the right-of-way gradually increases in width to 75 feet at station 3429+95 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3432+90 $\pm$, as shown on valuation map V31-24, at which point the right-of-way gradually increases in width to 124 feet at station 3442+60, at which point the right-of-way is 66 feet wide and continues at that width to the northeastern edge of the Monocacy River at station 3444+27, as shown on valuation map V31-25.

EXCEPT that at the southwestern edge of the Monocacy River at station 3445+98 $\pm$, the right-of-way is 66 feet wide and gradually increases in width to 91 feet at station 3447+93 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3451+88, at which point the right-of-way increases in width to 92 feet at station 3453+90 $\pm$, at which point the right-of-way gradually decreases in width to 90 feet at station 3459+85 $\pm$, at which point the right-of-way is further gradually reduced to 66 feet at station 3461+90, at which point the right-of-way gradually increases in width to 71 feet at station 3463+40, at which point the right-of-way gradually decreases to 66 feet at station 3464+40, at which point the right-of-way gradually increases to 77 $\pm$ feet at station 3465+95 $\pm$, at which point the right-of-way gradually decreases to 73 feet at station 3469+90 $\pm$, at which point the right-of-way gradually increases to 95 $\pm$ feet at station 3473+94 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3480+00 $\pm$, at which point the right-of-way increases to 71 feet at station 3481+47 and continues at that width, as shown on valuation map V31-25.

EXCEPT that the right-of-way gradually decreases from 71 feet at station 3486+76 to 70 feet at station 3492+53 and this width continues to the eastern edge of Maryland 355, at which point the right-of-way is 68 feet in width through the crossing of said road at station 3494+88 and continues at this width until station 3496+67 $\pm$, at which point the right-of-way gradually increases to 100 feet in width and continues at this width, as shown on valuation map V31-26.

EXCEPT that the right-of-way is 83 feet wide at station 3499+23 and gradually decreases to 66 feet at station 3503+01 $\pm$, at which point the right-of-way gradually increases to 109 feet at station 3506+02 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3511+00 $\pm$, at which point the right-of-way gradually increases to 84 feet at station 3515+05 $\pm$, at which point the right-of-way gradually decreases to 61 feet at station 3525+87, at which point the right-of-way gradually increases to 91 feet at station 3533+35, at which point the right-of-way gradually decreases to 72 feet at station 3537+11, at which point the right-of-way gradually increases

First Tract

to 80 feet in width at station 3539+08, at which point the right-of-way increases to 93 feet in width and gradually decreases as shown on valuation map V31-26, to 66 feet in width at station 3544+37 $\pm$ and continues at this width until station 3545+37 $\pm$, at which point the right-of-way gradually increases in width to 102 feet at station 3549+42, at which point the right-of-way decreases to 78 feet in width at station 3552+08, at which point the right-of-way increases in width to 84 $\pm$ feet in width at station 3553+33 $\pm$, at which point the right-of-way decreases in width to 60 feet at the northern edge of Frederick & Woodsboro Turnpike (Maryland 355) at station 3555+89 $\pm$ through said road the railroad has an easement for operation to the southern edge at station 3556+96, at which point the right-of-way is 30 feet wide and continues at that width, as shown on valuation map V31-27.

EXCEPT that at the northern edge of 8th Street in Frederick at station 3600+45 $\pm$, the railroad has an easement for operations and said easement continues in East Street until the southern edge of Patrick Street at station 3638+16, at which point the right-of-way is 40 feet wide to the northern edge of Carroll Creek at station 3640+63, as shown on valuation map V31-28.

EXCEPT that from the southern edge of Carroll Creek, at station 3641+43, the right-of-way is 50 $\pm$ feet wide until station 3643+78, at which point the right-of-way is 35 feet until station 3647+05 $\pm$, at which point is the junction with the B&O, as shown on valuation map V31-28.

EXCEPT that the right-of-way for operational purposes for the passing track from south of 7th Street at station 3607+23 paralleling the eastern edge of East Street to north of 5th Street at station 3613+91 is 35 feet wide as is the right-of-way for the spur from said passing track near 6th Street into the property of Reliable Junk, as shown on valuation map V31-28.

EXCEPT that the right-of-way providing service west of East Street from 4th Street to 7th Street is 20 feet wide except that where crossing all public roads, the railroad has an easement for operations, as shown on valuation map V31-28.

EXCEPT that spur from East Street at station 3618+23 to 5th Street, has a 20-foot wide right-of-way from the eastern edge of East Street to the centerline of 5th Street and from that point to the crossing of Pine Street at 5th Street to the edge of Clorox's property, the railroad has an easement for operations, as shown on valuation map V31-28.

EXCEPT that the spur from the centerline of 5th Street to Pine Street has a 33-foot right-of-way until the northern edge of 4th Street, at which point the railroad has an easement for operations until the southern edge of 4th Street, at which point the right-of-way is 33 feet wide until the northern edge of Church Street, at which point the railroad has an easement for operations until the southern edge of Church Street, at which point the right-of-way is approximately 23 feet wide until its place of ending; except the Grantor reserves the right for one year from the date of the execution of this deed to remove the track from the end-of-switch in 5th Street to the place of ending.

INCLUDING, in Galt, a triangular-shaped parcel adjacent to the northwest edge of the railroad right-of-way starting at station 2302+05 $\pm$ and ending at station 2303+48, as shown on valuation map V31-3.

INCLUDING, in Galt, a triangular-shaped parcel adjacent to the southeast edge of the railroad right-of-way starting at station 2302+50 $\pm$ and ending at station 2303+48, as shown on valuation map V31-3.

INCLUDING parcel B, indicated as MDB000-079, adjacent to west edge of the railroad right-of-way starting at station 2700+65 and continuing to the northern edge of Big Pipe Creek at station 2703+50 $\pm$, as shown on valuation map V31-11, containing 27,475 square feet.

INCLUDING parcel A, indicated as MDB000-067, adjacent to the east edge of the railroad right-of-way starting at 2700+65 and continuing to the northern edge of Big Pipe Creek at station 2703+50 $\pm$, as shown on valuation map V31-11, containing 3.75 acres.

INCLUDING an irregularly-shaped parcel C, indicated as MDB000-257, adjacent to the west edge of the railroad right-of-way starting at 2727+20 $\pm$ and continuing to the northern edge of Mt. Union Road at station 2731+59, as shown on valuation map V31-11, containing 13,200 square feet.

First Tract

INCLUDING an irregularly-shaped parcel A, indicated as MDB000-269, starting at the southwest edge of the Western Maryland Railway, as shown on valuation map V31-11, and extending to the northern edge of Middleburg Road, being adjacent to the southwestern railroad right-of-way from station 2751+41 $\pm$ and ending at station 2754+90 $\pm$, as shown on valuation map V31-12, containing 10.91 acres.

INCLUDING an irregularly-shaped parcel B, indicated as MDB000-272, adjacent to the northwestern edge of the railroad right-of-way starting at station 2751+41 and ending at the northern edge of Middleburg Road at station 2754+90 $\pm$, as shown on valuation map V31-12, containing 20,908 square feet.

INCLUDING a generally triangular-shaped parcel C, indicated as MDB000-284, adjacent to the northwestern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 $\pm$ to station 2758+66 $\pm$, as shown on valuation map V31-12, containing 14,800 square feet.

INCLUDING a generally triangular-shaped parcel D, indicated as MDB000-296, adjacent to the southeastern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 $\pm$ to station 2759+12 $\pm$, as shown on valuation map V31-12, containing 33,200 square feet.

INCLUDING an irregularly-shaped parcel A, indicated as MDB000-094, adjacent to the southeastern edge of the railroad right-of-way starting at station 3118+56 to station 3126+93 $\pm$, as shown on valuation map V31-19, containing 1.56 acres.

EXCEPTING THEREOUT AND THEREFROM:

A STRIP OR PARCEL of land, identified as parcel number MDB000-082, located at Woodsboro in Woodsboro Election District No. 11, being 150 feet wide and approximately 1,000 feet long, adjoining the herein described right-of-way on the west fronting on the northwardly line of Gravel Hill Road, as shown on valuation map V31-18.

The line of railroad hereinbefore described is identified as Line Nos. 198 and 199 in the records of the United States Railway Association. The Grantor has delivered a copy of each valuation map referred to in this description to the Grantee. Such valuation maps are on file in the offices of the Maryland Department of Transportation, State Railroad Administration, Elm Road, P.O. Box 8755, Baltimore/Washington International Airport, Maryland 21240 and are incorporated by reference herein and made a part hereof.

Together with all of Grantor's right, title and interest in and to the right-of-way, bridges, culverts, buildings, full length of track, and other track material within at-grade crossing along the Taneytown to Walkersville rail line (as shown on Schedule "B" attached hereto and made a part hereof), the at-grade crossing signaling facilities and other appurtenances and improvements located thereon.

Saving and excepting the following parcels as shown on the Right of Way Tracks Maps for the Littlestown, PA to Walkersville, MD rail line:

Parcel B, indicated as MDB000-067, adjacent to the east edge of the railroad right-of-way starting at station 2700+65 and continuing to northern edge of Big Pipe Creek at station 2703+50 $\pm$, as shown on valuation map V31-11, containing 27,475 square feet.

Parcel A, indicated as MDB000-067, adjacent to the east edge of the railroad right-of-way starting at station 2700+65 and continuing to the northern edge of Big Pipe Creek at station 2703+50 $\pm$, as shown on valuation map V31-11, containing 3.75 acres.

An irregularly-shaped parcel A, indicated as MDB000-269, starting at the southwest edge of the Western Maryland Railway, as shown on valuation map V31-11, and extending to the northern edge of Middleburg Road, being adjacent to the southwestern railroad right-of-way from station 2751+41 $\pm$ and ending at station 2754+90 $\pm$, as shown on valuation map V31-12, containing 10.91 acres.

An irregularly-shaped parcel B, indicated as MDB000-272, adjacent to the northwestern edge of the railroad right-of-way starting at station 2751+41 and ending at the northern edge of Middleburg Road at station 2754+90 $\pm$, as shown on valuation map V31-12, containing 20,908 square feet.

First Tract

A generally triangular-shaped parcel C, indicated as MDB000-284, adjacent to the northwestern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 +/- to station 2758+66 +/-, as shown on valuation map V31-12, containing 14,800 square feet.

A generally triangular-shaped parcel D, indicated as MDB000-296, adjacent to the southeastern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 +/- to station 2759+12 +/-, as shown on valuation map V31-12, containing 33,200 square feet.

A irregularly-shaped parcel A, indicated as MDB000-094, adjacent to the southeastern edge of the railroad right-of-way starting at station 3118+56 to station 3126+93 +/-, as shown on valuation map V31-19, containing 1.56 acres.

Also, Saving and Excepting the parcel containing 0.769 +/- acres of land situated, lying and being at Tannery in Carroll County and State of Maryland, lying on and adjacent to the northerly right of way limits of the said WMRC and being part of tracts of land called "Rochester Resurveyed", "Wilmonsts Discovery", and "Gills Prospect" and contained within the following metes and bounds, courses and distances, as described on the attached deed from The Carroll Oak Tanning Company of Carroll County unto Western Maryland Railway Company, dated June 13, 1917:

Also Saving and Excepting from the above described property, all those lots or parcels thereof heretofore conveyed by Grantor including but not limited to a Deed from the State of Maryland to the use of the Maryland Department of Transportation, et. Al. to BancTec, Inc. dated March 21, 1991 and recorded among the Land Records of Frederick County in Liber 1703, Folio 431.

Schedule "A"

Second Tract:

All that tract of land situate in Carroll County, State of Maryland and known as the Cedarhurst Westminster Line, situate between Cedarhurst and Westminster, Carroll County, Maryland, beginning at Railway Valuation Station 1124+40, Valuation Section Map 1-1, Sheet 11, at or near Cedarhurst and extending in a generally northwesterly and westerly direction as shown on Western Maryland Railway Company Drawing No. RE+IDD-676 dated April 11, 1983, approximately 8.25 miles in length and generally sixty-six (66) feet in width, to Railway Valuation Station 1560+40, Valuation Section Map 1-1, Sheet 15, at or near Westminster, containing approximately 69.8 acres of land, more or less.

Together with all of Grantor's right, title and interest in and to the right of way, bridges, culverts, buildings, full length of track material along the Cedarhurst to Westminster rail line as shown on Schedule "C" attached hereto and made a part hereof.

Saving and Excepting from the above described property, all those lots or parcels thereof heretofore conveyed by Grantor.

Grantor, by execution of this deed, certifies that notwithstanding the quantity of land set forth in Schedule "A", attached hereto and made a part hereof, it is the intention to convey to the Grantee herein all of the land described in the following tax accounts:

01-018868

01-010123

03-013413

10-004535

04-051785

07-086539

08-037477

04-051785

MTA Freight Railroad Crossing List
Taneytown / Walkersville Line
Maryland Midland Railway

Crossing No.	Roadway Name	Mile Post
<u>Carroll County</u>		
TW-01	Kump Station Road	43.6
TW-02	Copen Haver Lane (Private)	44.3
TW-03	Brown Road	44.6
TW-04	Angell Road	45.1
TW-05	Unnamed Farm Lane	45.4
TW-06	Kepap Street	46.0
TW-07	Baltimore Street (MD 140)	46.5
TW-08	Allendale Lane	47.0
TW-09	Crouse Mill Road	47.5
TW-10	Sharrett Road	50.9
TW-11	Key Mar Inc. Fertilizer Plant	51.2
<u>Frederick County</u>		
TW-12	Middleburg Road	51.7
TW-13	Good Intent Road	53.9
TW-14	Private drive	54.0
TW-15	Warner Road	54.2
TW-16	Cregger Road	55.4
TW-17	Baker Road	55.7
TW-18	Renner Road	55.9
TW-19	Woodsboro Pike (MD 194)	56.0
TW-20	Oak Hill Road	56.8
TW-21	Steiner Smith Road	57.2
TW-22	Logore Bridge Road	57.4
TW-23	Barrick Quarry Entrance (Private)	57.5
TW-24	MD 550 (New)	58.2
TW-25	Cresagerstown Road (MD 550)	58.3
TW-26	Gravel Hill Road	58.5
TW-27	Hildebrand La. (Private), (School Alley)	58.7
TW-28	Glade Road	60.0
TW-29	Devilbias Bridge Road	61.8
TW-30	Glade Road	62.2
TW-31	Main Street	62.4
TW-32	Pennsylvania Avenue	62.7

TANEYTOWN/WALKERSVILLE/FREDERICK
FREIGHT RAIL LINES 198 AND 199 BRIDGE LISTING

<u>Bridge No.</u>	<u>Location</u>	<u>Bridge Type</u>
23.29/45.71	Over Null Property Entrance	Open Deck Steel Girder
17.80/51.20	Over Big Pipe Creek	Open Deck Steel Plate Girder Supported by Steel Trestles
16.84/52.16	Over Y Road at Keymar, MD	Open Deck Steel Plate Girder
16.40/52.61	Over Little Pipe Creek	Open Deck Steel Plate Girder Supported by Steel Trestles

BRIDGE LISTING

TANEYTOWN/LITTLESTOWN FREIGHT RAIL LINE

<u>Bridge No.</u>	<u>Location</u>	<u>Bridge Type</u>
45.51	Over Tributary to Piney Creek	Stone Masonry Arch
44.33	Over Tributary to Piney Creek	Brick Masonry Arch
42.56	Over Stone Road	Concrete Slab
42.52	Over Tributary to Piney Creek	Concrete Box Culvert
42.50	Over Tributary to Piney Creek	2 Cell Stone Arch
40.84	Over Drainage Swale	Timber Deck/Steel Stringer

WESTMINSTER/CEDARHURST
FREIGHT RAIL LINE 007 BRIDGE LISTING

<u>Bridge No.</u>	<u>Location</u>	<u>Bridge Type</u>
24.50	Over North Branch Patapsco River near Lawndale Road	Steel Thru Girder
25.50	Over North Branch Patapsco River near Tank Road	Steel Thru Girder
25.80	Over North Branch Patapsco River near Tank Road	Steel Thru Girder
25.90	Over North Branch Patapsco River near Tank Road	Steel I Beam
26.60	Over East Branch Patapsco River near Wesley Road	Steel I Beam
27.00	Over West Branch Patapsco River near Leppo Lane	Steel Thru Girder
27.10	Over West Branch Patapsco River near Leppo Lane	Steel I Beam
27.20	Over West Branch Patapsco River near Leppo Lane	Steel I Beam
27.40	Over West Branch Patapsco River near Leppo Lane	Steel Thru Girder
27.80	Over West Branch Patapsco River near Carrollton Road	Steel Thru Girder
28.20	Over West Branch Patapsco River near Carrollton Road	Steel I Beam
28.40	Over West Branch Patapsco River near Carrollton Road	Steel Thru Girder
29.60	Over West Branch Patapsco River near Gorsuch Road	Steel Thru Girder
29.90	Over West Branch Patapsco River near Gorsuch Road	Steel Thru Girder
32.60	Over unnamed feeder of Patapsco River near Hahn Road	

I. MTA Freight Railroad Crossing List
Westminster / Cedarhurst
Maryland Midland Railway

BOOK 766 PAGE 05801

Crossing No.	Roadway Name	Mile Post
	<u>Carroll County</u>	
WC-01	Lawndale Road	25.1
WC-02	Golf Course Crossing @ Lawndale Road (Private)	25.1
WC-03	Tank Road	25.8
WC-04	Wesley Road	26.5
WC-05	Patapsco Road	26.7
WC-06	Leppo Lane	-
WC-07	Carrollton Road	28.6
WC-08	Reese Road	28.7
WC-09	Gorsuch Road	30.3
WC-10	Tannery Road (East)	30.5
WC-11	Tannery Road (Middle)	30.5
WC-12	Tannery Road (West)	30.8
WC-13	Cranberry Road	32.2

IMP. FD. SURE -32.00
RECORDING FEE 75.00
IR TAX STATE 648.78
TOTAL 743.78
Rest# C001 Rpt # 79166
LWS RLC Bk # 537
Feb 14, 2006 02:37 PM

BOOK 4 766 PAGE 0554

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Canary – SDAT
Goldenrod – Preparer

Stamp # 2006-013514 Consideration: \$300,000.00
 Joe Germany Township Affr N
 Commonwealth of Pennsylvania \$83.40
 Germany Township \$41.70
 Littlestown Area School District \$41.70
 by: FEE USER Total: \$166.80

QUITCLAIM DEED

Image ID: 000001100007 Type: GEN
 Recorded: 05/22/2006 at 10:52:19 AM
 Fee Amt: \$277.80 Page 1 of 22
 Instr# 200600010327
 Adams County, PA
 Patsy S. Gochenauer Recorder of Deeds
 BK 4425 Pg 173

This Quitclaim Deed made in three (3) counterparts, this 23rd day of January, 2006 by and between the State of Maryland to the use of the Maryland Department of Transportation, Maryland Transit Administration, and Robert L. Ehrlich, Jr., Governor of Maryland, William Donald Schaefer, Comptroller of the Treasury and Nancy K. Kopp, Treasurer of Maryland, herein collectively referred to as party of the first part, Grantor and Maryland Midland Railway, Inc., a Maryland Corporation, party of the second part, Grantee.

Now, Therefore, This Quitclaim Deed Witnesseth: that in consideration of the premises and the sum of Three Hundred Thousand Dollars (\$300,000.00), the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey, release, quitclaim and surrender unto the said Grantee, its successors and assigns, all of Grantor's right, title interest and estate in and to all those lots of ground situate in Carroll County, Frederick County, State of Maryland and Adams County, State of Pennsylvania and being more particularly described in Schedule "A" attached hereto and made a part hereof.

It is mutually understood and agreed by and between the parties hereto as follows:

- a) Grantor reserves a perpetual and exclusive easement for itself, its successors and assigns, to continue operations and common carrier obligations over the Property (Grantors Perpetual Easement) from Littlestown, Pennsylvania to North Glade Road in Frederick County, Maryland as described in Schedule 'A' attached hereto and made a part hereof.
- b) Grantor reserves for itself, its successors and assigns, a perpetual nonexclusive general occupancy easement, fifteen (15) feet in width, in, over, under, through and along the entire line, for uses such as, but not limited to, the construction, maintenance, operation, use, replacement, relocation, renewal and/or removal of a fiber optic communication system or other systems, which may consist of cables, lines or conduits of any kind beneath the surface of the property, together with the right periodically, to enter and use the surface to install and maintain same with Grantee's prior approval, which shall not be unreasonably withheld. Grantor for its use further reserves the right to assign such reserved general occupancy easement and rights (the "General Occupancy Easement"), in whole or in part, and to lease, license or permit third parties to use the General Occupancy Easement; provided, however, that the exercise of such rights does not unreasonably interfere with Grantee's safe and efficient use of the property, or any improvements thereon.
- c) Grantee covenants not to disturb or relocate any occupancy subsequently placed within Grantor's General Occupancy Easement, nor cause to suffer any interference with the enjoyment of use of the rights, interests and privileges created under the General Occupancy Easement. Grantee shall have the right to utilize the subject property for telecommunication opportunities and needs for State projects.
- d) In the event Grantee, its successors and assigns ceases to operate over the property for a period of two hundred seventy (270) days or more, the property shall be deemed abandoned by Grantee, its successors or assigns, and title shall revert by operation of law to Grantor, its successors or assigns.
- e) Grantor, by execution of this deed certifies that, notwithstanding the consideration of \$300,000.00 set forth herein, the amount allocated to the Pennsylvania property is \$8,340.00 and the amount allocated to Maryland is \$291,660.00 as more fully set forth in Exhibit "B" attached hereto.

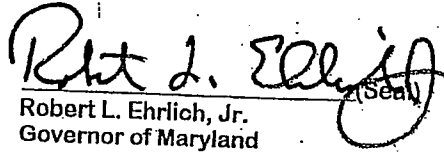
Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

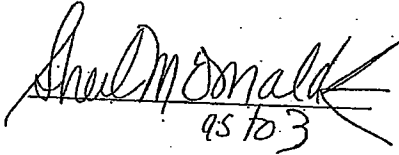
To have and to hold the said described lots of ground and premises, unto and to the use of the said Grantee, its successors and assigns.

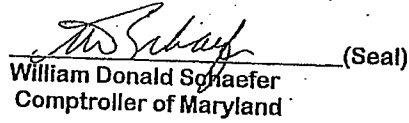
dated May 26, 2005, to be effective

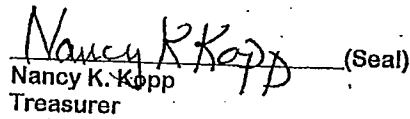
In Witness Whereof, the said Grantor has caused these presents to be duly executed on the day and year first above written.

WITNESS:

 (Seal)
Robert L. Ehrlich, Jr.
Governor of Maryland


95 to 3

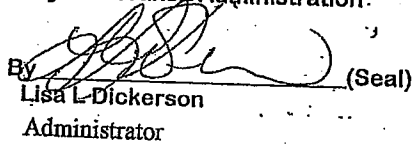
 (Seal)
William Donald Schaefer
Comptroller of Maryland

 (Seal)
Nancy K. Kopp
Treasurer

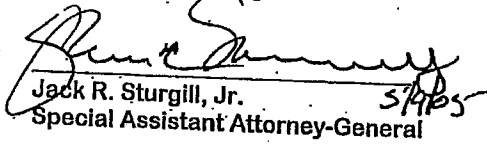
Approved by the Board of Public Works of the State of Maryland at a meeting held on the 16 the day of February, 2005, as Item 19-RP

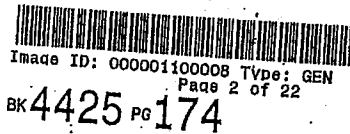
Constituting the Board of Public Works Of Maryland

State of Maryland
Department of Transportation
Maryland Transit Administration.

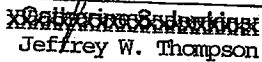
 (Seal)
By Lisa L. Dickerson
Administrator

Approved as to form
And legal sufficiency

 STPS
Jack R. Sturgill, Jr.
Special Assistant Attorney-General


Image ID: 000001100008 Type: GEN
Page 2 of 22
BK 4425 PG 174

I HEREBY CERTIFY that this Quit Claim Deed was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals for the State of Maryland.


~~Jeffrey W. Thompson~~
Jeffrey W. Thompson

STATE OF MARYLAND, CITY/COUNTY OF ANNE ARUNDEL TO WIT:

I HEREBY CERTIFY, that on this 26 day of May, 2005
before me, the subscriber, a Notary Public of the State aforesaid, personally
appeared Robert L. Ehrlich, Jr., Governor of Maryland, William Donald Schaefer,
Comptroller of Maryland and Nancy K. Kopp, Treasurer of Maryland, constituting
the Board of Public Works of Maryland and acknowledged to foregoing
instrument to be the act of said Board of Pubic Works of Maryland and executed
the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial seal:

Marion Boschert
Notary Public

Marion Boschert
NOTARY PUBLIC
Anne Arundel County, Maryland
My Commission Expires 12/01/07

My Commissions Expires _____

STATE OF MARYLAND, CITY/COUNTY OF _____ TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2005
before me, the subscriber, a Notary Public of the State aforesaid, personally
appeared Lisa L. Dickerson to be the Acting Administrator of Maryland Transit
Administration, an agency of The Maryland Department of Transportation acting
for and on behalf of The State of Maryland and as such Acting Administrator she
executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial seal.

Notary Public

My Commission expires: _____



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Page 3 of 22

BK4425 PG175



Image ID: 000001100010 Type: GEN
Page 4 of 22

BK 4425 PG 176

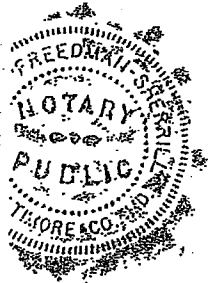
STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 1 day of July, 2005 before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Lisa L. Dickerson, the Administrator of the Maryland Transit Administration, an agency of The Maryland Department of Transportation acting for and on behalf of the State of Maryland and as such Administrator she executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and Notarial seal:

Stacey Freedman Sherrill
Notary Public

My Commission expires: EXPIRES 2/13/2006



THE TRUE, FULL, COMPLETE AND ACTUAL
VALUE OF THE PROPERTY GRANTED,
BARGAINED AND SOLD HEREIN, AS REQUIRED
BY REAL ESTATE DEED TRANSFER TAX

SOLUTION IS Township of Germany
(Township, Borough or County)

IN THE AMOUNT OF \$ 8,340.00
AND Maryland IN THE
(Township, Borough or County)
AMOUNT OF \$ - 0 -

I do hereby certify that the precise place of residence
of the within named grantee

401 N. Main Street
Union Bridge, MD 21781
Brown in Sherrill

First Tract

ALL THAT PROPERTY situate in the Township of Germany, County of Adams and Commonwealth of Pennsylvania and in Taneytown Election District No. 1, Meyers Election District No. 3 and Middleburg Election District No. 10 in the County of Carroll and in Johnsville Election District No. 17, Woodsboro Election District No. 11, Walkersville Election District No. 26, Frederick Election District No. 2 and the City of Frederick in the County of Frederick all in the State of Maryland, being all right, title and interest of The Penn Central Corporation of, in and to all that certain piece or parcel of land and premises, easements, rights-of-way and other rights of any kind whatsoever appurtenant thereto, or used in conjunction therewith on and along a portion of the railroad of said The Penn Central Corporation (formerly Pennel Company) known as the Frederick Branch, said portion generally being as sixty-six feet wide, and described as follows:

BEGINNING at Littlestown in said Township of Germany, County of Adams and Commonwealth of Pennsylvania at a line drawn radially across said right-of-way of railroad through Mile Post 39 at station 2059+95 $\pm$ of said Frederick Branch as shown on valuation map V30-26;

THENCE extending in a general southwesterly direction on and along said 66-foot wide right-of-way of railroad approximately 30.03 miles, through the following locations: Kingsdale, Piney Creek, Galt, Taneytown, Crabster, Sharrets, Keymar, Ladiesburg, New Midway, Legore, Woodsboro, Walkersville, Fountain Rock, Retreat Grove and Harmony Grove, to the right-of-way line of the Baltimore and Ohio Railroad in said City of Frederick, the place of ending at station 3647+04 $\pm$, as shown on valuation map V31-28.

EXCEPT that the right-of-way is 50 feet wide at station 2059+95 $\pm$ and gradually decreases to 35 feet in width at station 2067+80 $\pm$ and continues at that width until station 2069+75, at which point it gradually increases to 41 feet wide at station 2070+25 $\pm$, at which point it decreases gradually to 33 feet at station 2073+25 $\pm$, at which point it gradually increases to 60 feet at station 2075+00 $\pm$, at which point it gradually decreases to 50 feet at station 2077+25, at which point it gradually increases to 61 feet at station 2079+80 $\pm$, as shown on valuation map V30-26; at which point it gradually decreases to 33 feet at station 2083+73 $\pm$ and continues at this width until station 2088+78 $\pm$, at which point it gradually increases to 72 feet at the northeast abutment of bridge number 39.60 at station 2091+56, continues at 60 feet wide starting at the southwest abutment of said bridge until station 2093+83, at which point it gradually increases to 80 feet wide at station 2097+70, at which point it begins to decrease to 60 feet wide at station 2100+75 and continues at this width until station 2101+89, at which point the right-of-way becomes 33 feet wide and continues at this width, as shown on valuation map V30-27.

EXCEPT at the northeast edge of a highway at station 2135+46 to the southwest edge of said highway at station 2135+71, the railroad only has an easement, as shown on valuation map V30-28.

EXCEPT at station 2147+29, the right-of-way is 42 feet wide and continues at that width until the northeast abutment at station 2155+37 of bridge number 40.8; at the southwest abutment at station 2155+74, the right-of-way is 40 feet wide and continues at that width until the Maryland-Pennsylvania line at station 2168+12, as shown on valuation map V30-28.

EXCEPT that at the Maryland-Pennsylvania line, the right-of-way is 71 feet wide and gradually narrows to 66 feet at station 2175+30, at which point the right-of-way gradually widens to 77 feet at station 2184+11, at which point the right-of-way gradually narrows to 71 feet at station 2185+86, at which point the right-of-way increases to 90 feet at station 2189+34 $\pm$, at which point the right-of-way gradually decreases in width to 85 feet at station 2191+85, at which point the right-of-way widens to 100 feet at station 2192+85 $\pm$, at which point the right-of-way gradually narrows to 80 feet at the north side of Piney Creek at station 2195+79 $\pm$, at which point the right-of-way begins to widen to 100 feet at the south side of Piney Creek at station 2196+27 $\pm$, at which point the right-of-way gradually narrows to 66 feet at station 2201+34, at which point the right-of-way gradually increases to 93 feet at station 2202+89, at which point the right-of-way decreases to 66 feet at station 2209+85 $\pm$ and continues at that width, as shown on valuation map V31-1.



First Tract

EXCEPT at station 2220+92, the right-of-way gradually increases from 66 feet to 70 feet in width at station 2222+92 $\frac{1}{2}$, at which point the right-of-way decreases to 66 feet at station 2225+92 $\frac{1}{2}$, at which point the right-of-way increases to 75 feet at station 2228+57 $\frac{1}{2}$, at which point the right-of-way decreases 66 feet at station 2232+00 $\frac{1}{2}$, and continues at this width, as shown on valuation map V31-2.

EXCEPT at station 2233+82 $\frac{1}{2}$, the right-of-way gradually increases from 66 feet to 86 feet at station 2236+85 $\frac{1}{2}$, at which point the right-of-way gradually decreases to 66 feet at station 2239+40 $\frac{1}{2}$ and continues at that width until station 2240+87 $\frac{1}{2}$, at which point the right-of-way gradually widens to 69 feet at station 2241+17, at which point the right-of-way gradually increases to 110 feet wide at station 2245+95, at which point it gradually decreases to 66 feet at station 2251+87 $\frac{1}{2}$, at which point the right-of-way gradually increases to 95 feet at station 2258+90 $\frac{1}{2}$, at which point the right-of-way gradually decreases to 66 feet at station 2265+87 $\frac{1}{2}$, at which point the right-of-way gradually increases to 91 feet wide at station 2269+55, at which point it gradually decreases to 66 feet wide at station 2273+39, all of the above being shown on valuation map V31-2, at which point the right-of-way gradually increases to 78 feet wide at valuation station 2276+40, at which point the right-of-way decreases to 66 feet at station 2280+88, at which point it increases to 96 feet wide at station 2283+99, at which point it gradually decreases to 66 feet wide at station 2286+35 and continues at this width until station 2290+85, at which point the right-of-way widens to 71 feet wide at station 2293+90, at which point the right-of-way gradually decreases to 66 feet wide at station 2296+86, at which point the right-of-way gradually widens to 76 feet wide at station 2297+86, at which point the right-of-way gradually decreases to 69 feet wide at station 2298+86, at which point in Galt the right-of-way gradually increases to 83 feet wide at station 2301+35, at which point the right-of-way gradually decreases to 70 feet wide at station 2303+48, at which point the right-of-way gradually increases to 73 feet wide at station 2304+83, at which point the right-of-way gradually increases to 84 feet at station 2306+45, at which point the right-of-way gradually decreases to 66 feet wide at station 2308+95, at which point the right-of-way gradually increases in width to 71 feet at station 2310+89, at which point the right-of-way decreases to 66 feet and continues at this width until station 2313+99, at which point the right-of-way gradually increases to 68 feet at station 2314+99 and continues at that width, as shown on valuation map V31-3.

EXCEPT that at station 2316+94, the right-of-way gradually increases to 80 feet at station 2320+60, at which point it gradually decreases to 66 feet at station 2322+60, at which point the right-of-way gradually increases to 74 feet at station 2323+20, at which point the right-of-way gradually decreases to 66 feet at station 2324+90 and continues at that width, as shown on valuation map V31-3.

EXCEPT that at station 2327+53, the right-of-way gradually increases to 78 feet at station 2329+08, at which point the right-of-way gradually decreases in width to 77 feet at station 2330+87, at which point the right-of-way gradually increases in width to 82 feet at station 2333+07, at which point the right-of-way gradually decreases in width to 66 feet at station 2336+07, at which point the right-of-way gradually increases in width to 110 feet at station 2341+30, at which point the right-of-way decreases in width to approximately 66 feet at station 2344+00 $\frac{1}{2}$, at which point the right-of-way gradually increases to 90 feet wide at station 2347+50, at which point the right-of-way gradually decreases to 66 feet in width at station 2352+98 $\frac{1}{2}$, at which point the right-of-way gradually increases to 77 feet wide at station 2353+98 $\frac{1}{2}$, at which point the right-of-way gradually decreases to 71 feet wide at station 2356+05, at which point the right-of-way becomes 66 feet wide and continues at that width, as shown on valuation map V31-4.

EXCEPT that at station 2402+24, the right-of-way is 92 feet wide and gradually decreases to 66 feet in width at station 2404+99, at which point the right-of-way gradually widens to 96 feet at station 2411+93, at which point the right-of-way gradually narrows to 66 feet at station 2415+93, at which point the right-of-way gradually increases to 136 feet in width at station 2420+80, at which point the right-of-way gradually decreases to 79 feet wide at station 2424+50, at which point the right-of-way is 32 feet wide and gradually increases to 39 feet in width at station 2430+01, all of the above as shown on valuation map V31-5, at which point the right-of-way gradually narrows to 28 feet at station 2433+47 $\frac{1}{2}$, at which the right-of-way gradually increases to



Image ID: 000001100012 Type: GEN

Page 6 of 22

BK4425 PG 178

First Tract

40 feet in width at station 2439+13, at which point the right-of-way gradually decreases to 28 feet at station 2440+10⁺ and continues at this width until station 2442+05⁺, at which point the right-of-way gradually increases to 50 feet in width at station 2447+68⁺ and continues at this width until station 2447+93⁺, at which point it gradually widens to 106 feet in width at station 2448+00, at which point it gradually narrows to 86 feet in width at station 2452+09, at which point it gradually decreases to 66 feet at station 2452+75 and continues at this width in Taneytown, as shown on valuation map V31-6.

EXCEPT that at station 2457+47, the right-of-way gradually increases from 66 feet to 109 feet in width at station 2465+50, at which point the right-of-way gradually decreases to 66 feet at station 2473+01⁺, all the above shown on valuation map V31-6, at which point the right-of-way gradually increases to approximately 157 feet in width at station 2492+18, at which point the right-of-way gradually decreases to 66 feet at station 2498+05⁺, at which point the right-of-way gradually increases to 80 feet in width at station 2500+77, at which point the right-of-way decreases to 68 feet and gradually to 40 feet at the centerline of Crouse Mill Road, from which point to the western edge of said highway at station 2512+25, the railroad has an easement for operations, from which point the right-of-way is approximately 80 feet and gradually increases to 83 feet in width at station 2514+25⁺, at which point the right-of-way decreases to 80 feet in width at station 2515+55, at which point the right-of-way is reduced to 35 feet and continues at this width, as shown on valuation map V31-7.

EXCEPT at station 2531+61 the right-of-way is 66 feet and gradually increases to 102 feet wide at station 2535+15, at which point the right-of-way gradually decreases to 66 feet at station 2537+18⁺, as shown on valuation map V31-7, at which point it gradually increases to 70 feet in width at station 2539+12⁺, at which point the right-of-way gradually decreases to 66 feet in width at station 2541+10⁺, at which point the right-of-way gradually increases to 94 feet in width at station 2542+10⁺, at which point the right-of-way gradually decreases to 66 feet in width at station 2543+60, at which point the right-of-way gradually increases to 80 feet in width at station 2545+10⁺, at which point the right-of-way decreases to 66 feet at station 2547+10⁺ and continues at that width, as shown on valuation map V31-8.

EXCEPT at station 2551+05⁺, the right-of-way increases from 66 feet to 75 feet at station 2552+10⁺ and continues at that width, as shown on valuation map V31-8.

EXCEPT at station 2557+13⁺ the right-of-way gradually decreases from 75 feet to 66 feet at station 2560+85, at which point the right-of-way increases to 78 feet in width at station 2563+11⁺, at which point the right-of-way gradually decreases to 66 feet in width in Crabster at station 2569+10⁺, at which point the right-of-way increases to 73 feet in width at station 2571+10⁺, at which point the right-of-way gradually decreases to 66 feet at station 2573+10⁺, at which point the right-of-way increases to 79 feet in width at station 2576+10⁺, at which point the right-of-way decreases to 66 feet in width at station 2579+10⁺, at which point the right-of-way gradually increases to 69 feet in width at station 2580+10, at which point the right-of-way gradually decreases to 66 feet at station 2582+11⁺, the right-of-way gradually increases from 66 feet to 69 feet at station 2585+09, as shown on valuation map V31-8, at which point the right-of-way increases to 75 feet at station 2592+17, at which point the right-of-way increases to approximately 110 feet and from which point the right-of-way gradually decreases to 70 feet at station 2595+37⁺, at which point the right-of-way gradually increases to 71 feet at station 2597+16⁺, at which point the right-of-way gradually decreases to 70 feet at station 2602+21⁺, at which point the right-of-way gradually increases to 73 feet at station 2605+21⁺, at which point the right-of-way gradually decreases to 67 feet at station 2611+15⁺, at which point the right-of-way gradually increases to 73 feet at station 2613+15⁺, at which point it gradually decreases in width to 61 feet at station 2619+87, at which point the right-of-way increases to 64 feet and gradually increases to 89 feet at station 2637+15⁺, at which point the right-of-way gradually decreases to 85 feet at station 2640+44, at which point the right-of-way gradually increases to 106 feet at station 2642+95, as shown on valuation map V31-9, at which point the right-of-way gradually decreases to 66 feet at station 2646+70, at which point the right-of-way gradually increases to 85 feet at station 2652+18⁺, at which point the right-of-way gradually decreases to 66 feet at station 2656+33⁺, at which point the right-of-way gradually increases to 107 feet at station 2658+35, at which point the right-of-way gradually decreases to 66 feet at station 2660+15⁺, at which point the right-of-way gradually increases to 72 feet at station

Image ID: 00000100013 Type: GEN
Page 7 of 22

BK 4425 re 179



First Tract

2661+20[±], at which point the right-of-way gradually decreases to 66 feet at station 2665+23, at which point the right-of-way gradually increases to 78 feet at station 2667+31[±], at which point the right-of-way gradually decreases to 66 feet at station 2677+10[±], at which point, in Sharretts, the right-of-way gradually increases to 98 feet at station 2680+20, at which point the right-of-way gradually decreases to 71 feet at station 2681+42 and continues at that width until station 2681+67, at which point the right-of-way gradually increases to 100 feet at station 2682+70, at which point the right-of-way gradually decreases to 66 feet at station 2684+18[±], at which point the right-of-way gradually increases to 84 feet at station 2685+75[±], at which point the right-of-way gradually decreases to 66 feet at station 2690+15[±] and continues at that width, as shown on valuation map V31-10.

EXCEPT at station 2697+22[±] the right-of-way gradually increases from 66 feet to 173 feet at station 2700+65, at which point the width decreases to 140 feet and continues to gradually decrease to 120 feet at the north edge of Big Pipe Creek at station 2704+21[±], at which point the right-of-way decreases to 66 feet and continues at that width as shown on valuation map V31-11 at the east side of Mt. Union Road at station 2731+59 through which to the west edge of said road, at station 2731+89, the railroad has an easement for operations, from which point the right-of-way is 66 feet and continues at that width, as shown on valuation map V31-11.

EXCEPT at the northern side of the Western Maryland Railway at station 2740+63 through which to the southern side of said railway, at station 2741+37, the railroad has an easement for operations and from which point the railroad right-of-way is 66 feet and continues at that width, as shown on valuation map V31-11.

EXCEPT at the north edge of Middleburg Road at station 2754+90 to the south edge of said road at station 2755+45, the railroad has an easement for operations and from the south edge the right-of-way is 66 feet wide and continues at that width, as shown on valuation map V31-12.

EXCEPT at station 2775+86[±] the right-of-way is 50 feet wide and continues at that width until the northeastern edge of Little Pipe Creek at station 2777+87[±].

EXCEPT starting at the northwestern edge of Little Pipe Creek at station 2779+13[±], the right-of-way is 50 feet wide and continues at that width to station 2782+11, at which point the right-of-way is 140 feet wide and gradually decreases to 66 feet wide at station 2784+98, at which point the right-of-way gradually increases to 82 feet wide at station 2787+48, at which point the right-of-way gradually decreases to 66 feet at station 2791+49[±], at which point the right-of-way gradually increases to 86 feet at station 2791+99, at which point the right-of-way gradually decreases to 81 feet at station 2793+74, at which point the right-of-way gradually increases to 88 feet at station 2795+49, at which point the right-of-way gradually increases to 96 feet at station 2800+20[±], at which point the right-of-way gradually decreases to 66 feet at station 2891+27 and continues at that width, as shown on valuation map V31-12.

EXCEPT at station 2819+42, the right-of-way gradually increases from 66 feet to 90 feet at station 2821+75, at which point the right-of-way gradually decreases to 66 feet at station 2823+46, at which point the right-of-way gradually increases to 122 feet at station 2824+00, at which point the right-of-way gradually decreases to 66 feet at station 2824+75, at which point the right-of-way gradually decreases to 76 feet at station 2826+75, at which point the right-of-way gradually increases to 81 feet at station 2825+75, at which point the right-of-way gradually increases to 93 feet at station 2827+75, at which point the right-of-way gradually decreases to 79 feet at station 2832+47, at which point the right-of-way gradually increases to 126 feet at station 2834+02, at which point the right-of-way gradually decreases to 73 feet at station 2835+20, at which point the right-of-way gradually increases to 100[±] feet wide at station 2837+77, at which point the right-of-way decreases to 78 feet at station 2846+79 and continues at that width until station 2847+79, at which point the right-of-way gradually widens to 94 feet at station 2850+79, at which point the right-of-way gradually decreases to 88 feet at station 2851+04, at which point the right-of-way gradually widens to 115 feet at station 2854+80, all of the above as shown on valuation map V31-13, at which point the right-of-way gradually decreases in Ladiesburg to 73 feet at station 2863+28[±], at which point the right-of-way gradually increases 80 feet at station 2865+57 and continues at that width until station 2865+91, at which point the right-of-way gradually decreases in width to 78



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Page 8 of 22

BK4425 PG 180

First Tract

feet at station 2869+35, at which point the right-of-way gradually increases in width to 83 feet at station 2870+35, at which point the right-of-way gradually decreases in width to 70 feet at station 2874+82 and continues at that width until station 2876+35, at which point the right-of-way gradually increases in width to 76 feet at station 2879+35, at which point the right-of-way gradually decreases to 66 feet at station 2884+48 and continues at that width, as shown on valuation map V31-14.

EXCEPT that at station 2917+66 $\pm$, the right-of-way gradually increases in width from 66 feet to 69 feet at station 2929+57 at which point the right-of-way increases to 75 feet and gradually increases to 79 feet, at station 2933+37 $\pm$, at which point the right-of-way gradually decreases to 75 feet at station 2935+36 $\pm$, at which point the right-of-way gradually increases to 93 feet at station 2937+36, at which point the right-of-way gradually decreases to 66 feet at station 2939+27, at which point the right-of-way gradually increases in width to 80 feet at station 2939+87, at which point the right-of-way gradually decreases in width to approximately 66 feet at station

2942+35, at which point the right-of-way gradually increases in width to approximately 86 feet at station 2944+10, at which point the right-of-way gradually decreases to 79 feet at station 2944+40, at which point the right-of-way gradually increases to 84 feet at station 2945+62, at which point the right-of-way gradually decreases to 70 feet at station 2948+38, at which point the right-of-way gradually increases to 86 feet at station 2954+87, at which point the right-of-way gradually decreases in width to 66 feet at station 2957+50 and continues at this width, as shown on valuation map V31-15.

EXCEPT that at station 2964+23, the right-of-way gradually increases in width from 66 feet to 87 feet at station 2973+65, at which point the right-of-way gradually decreases in width to 66 feet at station 2978+40, at which point the right-of-way gradually increases in width to 81 feet at station 2985+80 $\pm$, at which point the right-of-way gradually decreases to approximately 75 feet at station 2986+25, at which point the right-of-way gradually increases to 93 feet at station 2991+40 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 2996+90, at which point the right-of-way gradually widens to 78 feet at the east side of Oak Hill Road at station 3001+36 through which to the west edge of said road, at station 3001+75 the railroad has an easement for operations, at which point the right-of-way is 66 feet which continues until station 3005+92, at which point the right-of-way gradually increases to 83 feet at station 3006+80, at which point the right-of-way gradually decreases to 66 feet at station 3009+80 $\pm$ and continues at that width; as shown on valuation map V31-16.

EXCEPT the right-of-way at station 3018+40 is 103 feet wide and gradually decreases in width to 66 feet at station 3024+93, at which point the right-of-way gradually increases in width to 96 feet at station 3023+45 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3035+56, at which point the right-of-way gradually increases to 82 feet at station 3048+21, at which point the right-of-way gradually decreases in width to 70 $\pm$ feet at station 3050+50 $\pm$, at which point the right-of-way gradually increases in width to 79 feet at station 3054+50 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3057+53, at which point the right-of-way, as shown on valuation map V31-17, gradually increases in width to 110 feet at station 3067+13, at which point the right-of-way decreases to 66 feet at station 3076+67 $\pm$ and continues at that width until the northern edge of Maryland 550 at station 3081+70, at which point the right-of-way gradually widens to 75 feet at station 3086+64, at which point the right-of-way gradually decreases to 71 feet at station 3090+63, at which point the right-of-way gradually widens to 79 feet at station 3094+74 $\pm$, at which point it gradually decreases in width to 73 feet at station 3100+96 $\pm$, at which point it gradually increases in width to 79 feet at station 3102+68 $\pm$, at which point the right-of-way gradually decreases to 72 feet at station 3104+59 $\pm$, at which point the right-of-way gradually increases to 77 feet at station 3113+63 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3115+13, all of the above being shown on valuation map V31-18, at which point the right-of-way gradually increases in width to 85 feet at station 3118+52, at which point the right-of-way decreases in width to 66 feet at station 3134+38 and continues at that width as shown on valuation map V31-19.



Image ID: 000001100015 Type: GEN
Page 9 of 22

BK4425 PG 181

First Tract

EXCEPT that at station 3157+18, the right-of-way gradually increases from 66 feet to 72 feet at station 3157+65 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3161+68, at which point the right-of-way gradually increases to 79 feet at station 3163+64 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3169+84, as shown on valuation map V31-19, at which point the right-of-way gradually increases in width to 72 feet at station 3174+67 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3176+77 $\pm$ and continues at that width until station 3181+18, at which point the right-of-way gradually increases to 76 feet at station 3182+43, at which point the right-of-way gradually decreases to 66 feet at station 3182+70 $\pm$, at which point the right-of-way gradually increases in width to 77 feet at station 3186+18, at which point the right-of-way gradually decreases in width to 66 feet at station 3189+50 $\pm$ and continues at that width, as shown on valuation map V31-20.

EXCEPT that at station 3203+12 $\pm$ the right-of-way increases from 66 feet in width to 73 feet at station 3203+19, at which point it gradually decreases to 72 feet at station 3205+71 $\pm$, at which point the right-of-way gradually increases to 89 feet at station 3210+71 $\pm$, at which point in McAleer the right-of-way gradually decreases to 68 feet at station 3212+79 $\pm$ and continues at that width until station 3215+69 $\pm$, at which point the right-of-way gradually increases in width to 74 feet at station 3217+20 $\pm$, and continues at this width until station 3221+24, as shown on valuation map V31-20, at which point the right-of-way gradually decreases in width to 66 feet at station 3228+75 $\pm$ and continues at this width until station 3229+80 $\pm$, at which point the right-of-way gradually increases in width to 73 feet at station 3231+72 $\pm$, at which point the right-of-way gradually decreases in width to 71 feet at station 3233+71 $\pm$, at which point the right-of-way gradually increases in width to 93 feet at station 3239+75 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3251+57 $\pm$, at which point the right-of-way gradually increases in width to 81 feet at station 3257+47, at which point the right-of-way gradually increases to 84 feet at station 3258+37, at which point the right-of-way gradually decreases to 66 feet at station 3252+76 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3259+63 $\pm$, at which point the right-of-way gradually increases to approximately 85 feet at station 3261+72 $\pm$, at which point the right-of-way gradually decreases to 66 feet in width at station 3267+70 $\pm$, as shown on valuation map V31-21, at which point the right-of-way gradually increases to 75 feet at station 3276+62 $\pm$, at which point the right-of-way decreases to 69 feet at station 3278+22 $\pm$ and continues at that width until station 3280+70 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3281+93, at which point the right-of-way gradually increases to 77 feet at station 3283+62 $\pm$, at which point the right-of-way gradually decreases to 75 feet at the northeastern edge of Glade Road at station 3285+02, through which said road the railroad has an easement for operation, to the southwestern edge of said road to station 3285+38, at which point the right-of-way is 66 feet wide and gradually increases in width to 68 feet at station 3288+43, at which point the right-of-way gradually decreases to 66 feet at station 3292+71 and continues at that width as shown on valuation map V31-22.

EXCEPT that at station 3332+78 the right-of-way is approximately 72 feet wide, at which point the right-of-way gradually decreases to 69 feet at station 3334+78 $\pm$ and continues at that width until station 3338+80 $\pm$, at which point the right-of-way gradually increases in width to 79 feet at station 3340+75 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3344+28, at which point the right-of-way gradually increases to 71 feet at station 3345+81 $\pm$, at which point the right-of-way gradually decreases in width to 69 feet at station 3349+75 $\pm$, at which point the right-of-way gradually increases in width to 81 feet at station 3351+90 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3353+28 and continues at that width as shown on valuation map V31-23.

EXCEPT that at station 3357+88 $\pm$, the right-of-way gradually increases from 66 feet to 84 feet at station 3360+80 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3363+77 $\pm$, at which point the right-of-way gradually increases to 86 feet at station 3365+76 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3369+80 $\pm$ and continues at that width as shown on valuation map V31-23.



Image ID: 000001100016 Type: GEN
Page 10 of 22

BK 4425 PG 182

First Tract

EXCEPT that at station 3373+30, the right-of-way gradually increases from 66 feet to 85 feet at the eastern edge of Fountain Rock Road at station 3375+76 and continues at this width to the western edge of said road at station 3376+16, at which point the right-of-way gradually decreases in width to 66 feet at station 3379+30, at which point the right-of-way gradually increases to 92 feet at station 3380+82 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3383+32, as shown on valuation map V31-23, at which point the right-of-way gradually increases in width to 73 feet at station 3385+87 $\pm$, at which point the right-of-way gradually decreases to 66 feet in width at station 3388+85 $\pm$, at which point the right-of-way gradually increases in width to 85 $\pm$ feet at station 3390+82 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3392+83 and continues at that width, as shown on valuation map V31-24.

EXCEPT that at station 3399+37, the right-of-way gradually increases to 78 feet at station 3401+89 $\pm$, at which point the right-of-way gradually decreases to 75 feet at the eastern edge of Retreat Road at station 3405+04 through said road the railroad has an easement for operations to the western edge at station 3405+31, at which point the right-of-way gradually decreases from 75 feet to 66 feet at station 3407+85 and continues at that width as shown on valuation map V31-24.

EXCEPT that at station 3413+61, the right-of-way gradually increases in width from 66 feet to 79 feet at station 3415+36, at which point the right-of-way gradually decreases in width to 66 feet at station 3418+10 $\pm$ and continues at that width until station 3419+8 $\pm$, at which point the right-of-way gradually widens to 81 feet at station 3423+85, at which point the right-of-way gradually decreases in width to 66 feet at station 3426+00, at which point the right-of-way gradually increases in width to 75 feet at station 3429+95 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3432+90 $\pm$, as shown on valuation map V31-24, at which point the right-of-way gradually increases in width to 124 feet at station 3442+60, at which point the right-of-way is 66 feet wide and continues at that width to the northeastern edge of the Monocacy River at station 3444+27, as shown on valuation map V31-25.

EXCEPT that at the southwestern edge of the Monocacy River at station 3445+98 $\pm$, the right-of-way is 66 feet wide and gradually increases in width to 91 feet at station 3447+93 $\pm$, at which point the right-of-way gradually decreases in width to 66 feet at station 3451+88, at which point the right-of-way increases in width to 92 feet at station 3453+90 $\pm$, at which point the right-of-way gradually decreases in width to 90 feet at station 3459+85 $\pm$, at which point the right-of-way is further gradually reduced to 66 feet at station 3461+90, at which point the right-of-way gradually increases in width to 71 feet at station 3463+40, at which point the right-of-way gradually decreases to 66 feet at station 3464+40, at which point the right-of-way gradually increases to 77 $\pm$ feet at station 3465+95 $\pm$, at which point the right-of-way gradually decreases to 73 feet at station 3469+90 $\pm$, at which point the right-of-way gradually increases to 95 $\pm$ feet at station 3473+94 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3480+00 $\pm$, at which point the right-of-way increases to 71 feet at station 3481+47 and continues at that width, as shown on valuation map V31-25.

EXCEPT that the right-of-way gradually decreases from 71 feet at station 3486+76 to 70 feet at station 3492+53 and this width continues to the eastern edge of Maryland 355, at which point the right-of-way is 68 feet in width through the crossing of said road at station 3494+88 and continues at this width until station 3496+67 $\pm$, at which point the right-of-way gradually increases to 100 feet in width and continues at this width, as shown on valuation map V31-26.

EXCEPT that the right-of-way is 83 feet wide at station 3499+23 and gradually decreases to 66 feet at station 3503+01 $\pm$, at which point the right-of-way gradually increases to 109 feet at station 3506+02 $\pm$, at which point the right-of-way gradually decreases to 66 feet at station 3511+00 $\pm$, at which point the right-of-way gradually increases to 84 feet at station 3515+05 $\pm$, at which point the right-of-way gradually decreases to 61 feet at station 3525+87, at which point the right-of-way gradually increases to 91 feet at station 3533+35, at which point the right-of-way gradually decreases to 72 feet at station 3537+11, at which point the right-of-way gradually increases



Image ID: 000001100017 Type: GEN

Page 11 of 22

BK 4425 Pg 183

First Tract

to 80 feet in width at station 3539+08, at which point the right-of-way increases to 93 feet in width and gradually decreases as shown on valuation map V31-26, to 66 feet in width at station 3544+37± and continues at this width until station 3545+37±, at which point the right-of-way gradually increases in width to 102 feet at station 3549+42, at which point the right-of-way decreases to 78 feet in width at station 3552+08, at which point the right-of-way increases in width to 84± feet in width at station 3553+33±, at which point the right-of-way decreases in width to 60 feet at the northern edge of Frederick & Woodsboro Turnpike (Maryland 355) at station 3555+89± through said road the railroad has an easement for operation to the southern edge at station 3556+96, at which point the right-of-way is 30 feet wide and continues at that width, as shown on valuation map V31-27.

EXCEPT that at the northern edge of 8th Street in Frederick at station 3600+45±, the railroad has an easement for operations and said easement continues in East Street until the southern edge of Patrick Street at station 3638+16, at which point the right-of-way is 40 feet wide to the northern edge of Carroll Creek at station 3640+63, as shown on valuation map V31-28.

EXCEPT that from the southern edge of Carroll Creek, at station 3641+43, the right-of-way is 50± feet wide until station 3643+78, at which point the right-of-way is 35 feet until station 3647+05±, at which point is the junction with the B&O, as shown on valuation map V31-28.

EXCEPT that the right-of-way for operational purposes for the passing track from south of 7th Street at station 3607+23 paralleling the eastern edge of East Street to north of 5th Street at station 3613+91 is 35 feet wide as is the right-of-way for the spur from said passing track near 6th Street into the property of Reliable Junk, as shown on valuation map V31-28.

EXCEPT that the right-of-way providing service west of East Street from 4th Street to 7th Street is 20 feet wide except that where crossing all public roads, the railroad has an easement for operations, as shown on valuation map V31-28.

EXCEPT that spur from East Street at station 3618+23 to 5th Street, has a 20-foot wide right-of-way from the eastern edge of East Street to the centerline of 5th Street and from that point to the crossing of Pine Street at 5th Street to the edge of Clorox's property, the railroad has an easement for operations, as shown on valuation map V31-28.

EXCEPT that the spur from the centerline of 5th Street to Pine Street has a 33-foot right-of-way until the northern edge of 4th Street, at which point the railroad has an easement for operations until the southern edge of 4th Street, at which point the right-of-way is 33 feet wide until the northern edge of Church Street, at which point the railroad has an easement for operations until the southern edge of Church Street, at which point the right-of-way is approximately 23 feet wide until its place of ending; except the Grantor reserves the right for one year from the date of the execution of this deed to remove the track from the end-of-switch in 5th Street to the place of ending.

INCLUDING, in Galt, a triangular-shaped parcel adjacent to the northwest edge of the railroad right-of-way starting at station 2302+05± and ending at station 2303+48, as shown on valuation map V31-3.

INCLUDING, in Galt, a triangular-shaped parcel adjacent to the southeast edge of the railroad right-of-way starting at station 2302+50± and ending at station 2303+48, as shown on valuation map V31-3.

INCLUDING parcel B, indicated as MDB000-079, adjacent to west edge of the railroad right-of-way starting at station 2700+65 and continuing to the northern edge of Big Pipe Creek at station 2703+50±, as shown on valuation map V31-11, containing 27,475 square feet.

INCLUDING parcel A, indicated as MDB000-067, adjacent to the east edge of the railroad right-of-way starting at 2700+65 and continuing to the northern edge of Big Pipe Creek at station 2703+50±, as shown on valuation map V31-11, containing 3.75 acres.

INCLUDING an irregularly-shaped parcel C, indicated as MDB000-257, adjacent to the west edge of the railroad right-of-way starting at 2727+20± and continuing to the northern edge of Mt. Union Road at station 2731+59, as shown on valuation map V31-11, containing 13,200 square feet.



Image ID: 000001100018 Type: GEN
Page 12 of 22

BK4425 PG184

First Tract

INCLUDING an irregularly-shaped parcel A, indicated as MDB000-269, starting at the southwest edge of the Western Maryland Railway, as shown on valuation map V31-11, and extending to the northern edge of Middleburg Road, being adjacent to the southwestern railroad right-of-way from station 2751+41 $\pm$ and ending at station 2754+90 $\pm$, as shown on valuation map V31-12, containing 10.91 acres.

INCLUDING an irregularly-shaped parcel B, indicated as MDB000-272, adjacent to the northwestern edge of the railroad right-of-way starting at station 2751+41 and ending at the northern edge of Middleburg Road at station 2754+90 $\pm$, as shown on valuation map V31-12, containing 20,908 square feet.

INCLUDING a generally triangular-shaped parcel C, indicated as MDB000-284, adjacent to the northwestern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 $\pm$ to station 2758+66 $\pm$, as shown on valuation map V31-12, containing 14,800 square feet.

INCLUDING a generally triangular-shaped parcel D, indicated as MDB000-296, adjacent to the southeastern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 $\pm$ to station 2759+12 $\pm$, as shown on valuation map V31-12, containing 33,200 square feet.

INCLUDING an irregularly-shaped parcel A, indicated as MDB000-094, adjacent to the southeastern edge of the railroad right-of-way starting at station 3118+56 to station 3126+93 $\pm$, as shown on valuation map V31-19, containing 1.56 acres.

EXCEPTING THEREOUT AND THEREFROM:

A STRIP OR PARCEL of land, identified as parcel number MDB000-082, located at Woodsboro in Woodsboro Election District No. 11, being 150 feet wide and approximately 1,000 feet long, adjoining the herein described right-of-way on the west fronting on the northwardly line of Gravel Hill Road, as shown on valuation map V31-18.

The line of railroad hereinbefore described is identified as Line Nos. 198 and 199 in the records of the United States Railway Association. The Grantor has delivered a copy of each valuation map referred to in this description to the Grantee. Such valuation maps are on file in the offices of the Maryland Department of Transportation, State Railroad Administration, Elm Road, P.O. Box 8755, Baltimore/Washington International Airport, Maryland 21240 and are incorporated by reference herein and made a part hereof.

Together with all of Grantor's right, title and interest in and to the right-of-way, bridges, culverts, buildings, full length of track, and other track material within at-grade crossing along the Taneytown to Walkersville rail line (as shown on Schedule "B" attached hereto and made a part hereof), the at-grade crossing signaling facilities and other appurtenances and improvements located thereon.

Saving and excepting the following parcels as shown on the Right of Way Tracks Maps for the Littlestown, PA to Walkersville, MD rail Line:

Parcel B, indicated as MDB000-067, adjacent to the east edge of the railroad right-of-way starting at station 2700+65 and continuing to northern edge of Big Pipe Creek at station 2703+50 +/-, as shown on valuation map V31-11, containing 27,475 square feet.

Parcel A, indicated as MDB000-067, adjacent to the east edge of the railroad right-of-way starting at station 2700+65 and continuing to the northern edge of Big Pipe Creek at station 2703+50 +/-, as shown on valuation map V31-11, containing 3.75 acres.

An irregularly-shaped parcel A, indicated as MDB000-269, starting at the southwest edge of the Western Maryland Railway, as shown on valuation map V31-11, and extending to the northern edge of Middleburg Road, being adjacent to the southwestern railroad right-of-way from station 2751+41 +/- and ending at station 2754+90 +/-, as shown on valuation map V31-12, containing 10.91 acres.

An irregularly-shaped parcel B, indicated as MDB000-272, adjacent to the northwestern edge of the railroad right-of-way starting at station 2751+41 and ending at the northern edge of Middleburg Road at station 2754+90 +/-, as shown on valuation map V31-12, containing 20,908 square feet.



Image ID: 000001100019 Type: GEN

Page 13 of 22

BK 4425 Pg 185

First Tract

A generally triangular-shaped parcel C, indicated as MDB000-284, adjacent to the northwestern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 +/- to station 2758+66 +/-, as shown on valuation map V31-12, containing 14,800 square feet.

A generally triangular-shaped parcel D, indicated as MDB000-296, adjacent to the southeastern edge of the railroad right-of-way starting at the southern edge of Middleburg Road at station 2755+25 +/- to station 2759+12 +/-, as shown on valuation map V31-12, containing 33,200 square feet.

A irregularly-shaped parcel A, indicated as MDB000-094, adjacent to the southeastern edge of the railroad right-of-way starting at station 3118+56 to station 3126+93 +/-, as shown on valuation map V31-19, containing 1.56 acres.

Also, Saving and Excepting the parcel containing 0.769 +/- acres of land situated, lying and being at Tannery in Carroll County and State of Maryland, lying on and adjacent to the northerly right of way limits of the said WMRC and being part of tracts of land called "Rochester Resurveyed", "Wilmonts Discovery", and "Gills Prospect" and contained within the following metes and bounds, courses and distances, as described on the attached deed from The Carroll Oak Tanning Company of Carroll County unto Western Maryland Railway Company, dated June 13, 1917.

Also Saving and Excepting from the above described property, all those lots or parcels thereof heretofore conveyed by Grantor including but not limited to a Deed from the State of Maryland to the use of the Maryland Department of Transportation, et. Al. to BancTec, Inc. dated March 21, 1991 and recorded among the Land Records of Frederick County in Liber 1703, Folio 431.



Image ID: 000001100020 Type: GEN
Page 14 of 22

BK 4425 Pg 186

Schedule "A"

Second Tract:

All that tract of land situate in Carroll County, State of Maryland and known as the Cedarhurst Westminster Line, situate between Cedarhurst and Westminster, Carroll County, Maryland, beginning at Railway Valuation Station 1124+40, Valuation Section Map 1-1, Sheet 11, at or near Cedarhurst and extending in a generally northwesterly and westerly direction as shown on Western Maryland Railway Company Drawing No. RE+IDD-676 dated April 11, 1983, approximately 8.25 miles in length and generally sixty-six (66) feet in width, to Railway Valuation Station 1560+40, Valuation Section Map 1-1, Sheet 15, at or near Westminster, containing approximately 69.8 acres of land, more or less.

Together with all of Grantor's right, title and interest in and to the right of way, bridges, culverts, buildings, full length of track material along the Cedarhurst to Westminster rail line as shown on Schedule "C" attached hereto and made a part hereof.

Saving and Excepting from the above described property, all those lots or parcels thereof heretofore conveyed by Grantor.



Image ID: 000001100021 Tbps: GEN
Page 15 of 22

BK4425 PG187

EXHIBIT B
Apportionment of Value

	Value	Ratio	Apportionment
Westminster-Cedarhurst (Carroll County)	\$10,987,866.49	44.48%	\$129,739.58
Walkersville-Taneytown (Frederick County)	\$13,713,316.41	55.52%	\$161,920.42
Total Value	\$24,701,182.90	100.00%	\$291,660.00



Image ID: 000001100022 Type: GEN
Page 16 of 22

BK 4425 PG 188

SCHEDULE "B"

MTA Freight Railroad Crossing List
Taneytown / Walkersville Line
Maryland Midland Railway

Crossing No.	Roadway Name	Mile Post
<u>Carroll County</u>		
TW-01	Kump Station Road	43.6
TW-02	Copen Haver Lane (Private)	44.3
TW-03	Brown Road	44.6
TW-04	Angell Road	45.1
TW-05	Unnamed Farm Lane	45.4
TW-06	Kepap Street	46.0
TW-07	Baltimore Street (MD 140)	46.5
TW-08	Allendale Lane	47.0
TW-09	Crouse Mill Road	47.5
TW-10	Sharrett Road	50.7
TW-11	Key Mar Inc. Fertilizer Plant	51.2
<u>Frederick County</u>		
TW-12	Middleburg Road	51.7
TW-13	Good Intent Road	53.9
TW-14	Private drive	54.0
TW-15	Warner Road	54.2
TW-16	Cregger Road	55.4
TW-17	Baker Road	55.7
TW-18	Renner Road	55.9
TW-19	Woodsboro Pike (MD 194)	56.0
TW-20	Oak Hill Road	56.8
TW-21	Steiner Smith Road	57.2
TW-22	Legore Bridge Road	57.4
TW-23	Barrick Quarry Entrance (Private)	57.5
TW-24	MD 550 (New)	58.2
TW-25	Creagerstown Road (MD 550)	58.3
TW-26	Gravel Hill Road	58.5
TW-27	Hildebrand La. (Private), (School Alley)	58.7
TW-28	Glade Road	60.0
TW-29	Devilbiss Bridge Road	61.8
TW-30	Glade Road	62.2
TW-31	Main Street	62.4
TW-32	Pennsylvania Avenue	62.7



Image ID: 000001100023 TVpe: GEN
Page 17 of 22

BK4425 PG189

TANEYTOWN/WALKERSVILLE/FREDERICK
FREIGHT RAIL LINES 198 AND 199 BRIDGE LISTING

<u>Bridge No.</u>	<u>Location</u>	<u>Bridge Type</u>
23.29/45.71	Over Null Property Entrance	Open Deck Steel Girder
17.80/51.20	Over Big Pipe Creek	Open Deck Steel Plate Girder Supported by Steel Trestles
16.84/52.16	Over Y Road at Keymar, MD	Open Deck Steel Plate Girder
16.40/52.61	Over Little Pipe Creek	Open Deck Steel Plate Girder Supported by Steel Trestles

Image ID: 000001100024 Type: GEN
Page 18 of 22

BK 4425 PG 190

BRIDGE LISTING

TANEYTOWN/LITTLESTOWN FREIGHT RAIL LINE

<u>Bridge No.</u>	<u>Location</u>	<u>Bridge Type</u>
45.51	Over Tributary to Piney Creek	Stone Masonry Arch
44.33	Over Tributary to Piney Creek	Brick Masonry Arch
42.56	Over Stone Road	Concrete Slab
42.52	Over Tributary to Piney Creek	Concrete Box Culvert
42.50	Over Tributary to Piney Creek	2 Cell Stone Arch
40.84	Over Drainage Swale	Timber Deck/Steel Stringer

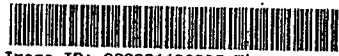


Image ID: 000001100025 Type: GEN
Page 19 of 22

BK4425 PG 191

WESTMINSTER/CEDARHURST
FREIGHT RAIL LINE 007 BRIDGE LISTING

<u>Bridge No.</u>	<u>Location</u>	<u>Bridge Type</u>
24.50	Over North Branch Patapsco River near Lawndale Road	Steel Thru Girder
25.50	Over North Branch Patapsco River near Tank Road	Steel Thru Girder
25.80	Over North Branch Patapsco River near Tank Road	Steel Thru Girder
25.90	Over North Branch Patapsco River near Tank Road	Steel I Beam
26.60	Over East Branch Patapsco River near Wesley Road	Steel I Beam
27.00	Over West Branch Patapsco River near Leppo Lane	Steel Thru Girder
27.10	Over West Branch Patapsco River near Leppo Lane	Steel I Beam
27.20	Over West Branch Patapsco River near Leppo Lane	Steel I Beam
27.40	Over West Branch Patapsco River near Leppo Lane	Steel Thru Girder
27.80	Over West Branch Patapsco River near Carrollton Road	Steel Thru Girder
28.20	Over West Branch Patapsco River near Carrollton Road	Steel I Beam
28.40	Over West Branch Patapsco River near Carrollton Road	Steel Thru Girder
29.60	Over West Branch Patapsco River near Gorsuch Road	Steel Thru Girder
29.90	Over West Branch Patapsco River near Gorsuch Road	Steel Thru Girder
32.60	Over unnamed feeder of Patapsco River near Hahn Road	



Image ID: 000001100026 Type: GEN
 Page 20 of 22

BK4425 PG192

SCHEDULE 'C'

I. MTA Freight Railroad Crossing List
Westminster / Cedarhurst
Maryland Midland Railway

Crossing No.	Roadway Name	Mile Post
	<u>Carroll County</u>	
WC-01	Lawndale Road	25.1
WC-02	Golf Course Crossing @ Lawndale Road (Private)	25.1
WC-03	Tank Road	25.8
WC-04	Wesley Road	26.5
WC-05	Patapsco Road	26.7
WC-06	Leppo Lane	-
WC-07	Carrollton Road	28.6
WC-08	Reese Road	28.7
WC-09	Gorsuch Road	30.3
WC-10	Tannery Road (East)	30.5
WC-11	Tannery Road (Middle)	30.5
WC-12	Tannery Road (West)	30.8
WC-13	Cranberry Road	32.2



Image ID: 000001100027 Type: GEN
Page 21 of 22

BK4425 PG193

State of Pennsylvania }
Adams County } S.S.

Recorded on this 22 day of MAY
A.D. 2006 in the Recorder's office of Adams County
in RECORD Book, Vol. 4425 Page 173
Witness my hand and official seal of Gettysburg, PA
the day and year aforesaid.

Lacey S. Stoenauer Recorder