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December 24, 2008

Hon. Anne H. Quinlan
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

VIA HAND DELIVERY

RE: STB Docket No. AB-1020X East Penn Railroad, LLC-Abandonment Exemption-In Berks and Montgomery Counties, PA

Dear Ms. Quinlan:

On behalf of the Berks County Board of Commissioners, we are filing an original and 10 copies of a Request to Set Financial Terms and Conditions for the County's Offer of Financial Assistance. A check for the $22,700 filing fee, a service certification and a disc formatted in MS Word 2003 are also enclosed. Please date stamp and return the 11th copy to our messenger.

Please note that the County expects to file a photographic addendum to the MRC Appraisal Report on or before the filing deadline of December 29, 2008.

We thank the Board for its time and consideration.

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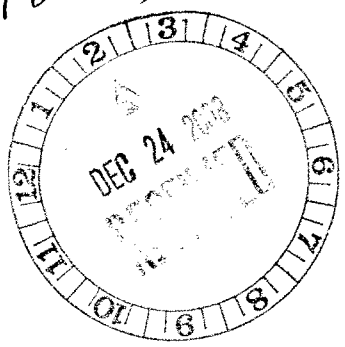
Respectfully submitted,
John D. Heffner, PLLC

By: James H. M. Savage
Of Counsel

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Enc.
cc: all counsel (w/enc.)

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BEFORE THE
SURFACE TRANSPORTATION BOARD

STB DOCKET NO. AB-1020X

EAST PENN RAILROAD -ABANDONMENT EXEMPTION– IN BERKS AND MONTGOMERY COUNTIES, PA

REQUEST TO SET FINANCIAL TERMS AND CONDITIONS SUBMITTED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF BERKS

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James H. M. Savage
Of counsel

Attorneys for Offeror
Board of Commissioners
Berks County, PA

Due Date: December 29, 2008

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB DOCKET NO. AB-1020X

EAST PENN RAILROAD, LLC
-ABANDONMENT EXEMPTION-
IN BERKS AND MONTGOMERY COUNTIES, PA

REQUEST TO SET FINANCIAL TERMS AND CONDITIONS
SUBMITTED BY THE
BOARD OF COMMISSIONERS OF THE COUNTY OF BERKS

INTRODUCTION

Pursuant to 49 U.S.C. 10904(f) (3) and 49 CFR 1152.27(g) (1), the Board of Commissioners of the County of Berks ("Berks" or "the County") hereby requests the Board to establish the purchase price and set terms and conditions for the purchase by the County from the East Penn Railroad, LLC ("ESPN") of an 8.6 mile line of railroad known as the Colebrookdale Branch between milepost 0.0 at Pottstown in Montgomery County, PA and milepost 8.6 at Boyertown in Berks County, PA (hereinafter "the Line"). Berks requests that the Board set the

purchase price at $596,804 and prescribe the terms customarily imposed by it in offer of financial assistance ("OFA") purchase transactions.[1]

FACTUAL BACKGROUND

On July 31, 2008, ESPN filed an individual petition for exemption with the Board seeking permission to abandon the Line. In support of its Petition, ESPN represented that the Line has a net liquidation value (NLV) of $2,077,556 consisting of a net salvage value for track, ties, and other track materials of $1,082,000, and the underlying right of way of $995,556. By Decision served August 20, 2008, the Board provided notice of the filing.

On September 9, 2008 the County filed a timely protest of the proposed abandonment. Thereafter, on November 10, 2008 the County filed a Petition to Supplement the record in light of a very recent Board decision[2] finding it appropriate to establish Net Salvage Value ("NSV") using steel prices in effect as of the date of the decision rather than the higher prices contained in an earlier written offer from a salvage company. The County proffered the November 7, 2008 Verified Statement of Gary Landrio ("Landrio VS 2") concluding that the

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[1] Those terms are (1) payment is to be made by cash or certified check; (2) closing is to occur within 90 days of the service date of the decision setting terms and conditions; (3) the railroad shall convey all property by quitclaim deed; and (4) the railroad shall deliver all releases from any mortgages within 90 days of closing. The parties may alter any of these terms by mutual agreement. See, e.g., San Pedro Rail Operating Company, LLC-Abandonment Exemption-In Cochise county, AZ, STB Docket No. AB-1081X, served April 13, 2006 (San Pedro).

[2] Oregon International Port of Coos Bay—Feeder Line Application—Coos Bay Line of the Central Oregon & Pacific Railroad, Inc., STB Finance Docket No. 35160 (Coos Bay).

recent precipitous drop in the price of steel reduces the Line's NSV by $251,000, and requesting the Board take official notice of the significant decrease in scrap steel prices as per the Board's October 31st Coos Bay Decision.

On November 18, 2008, the Board granted ESPN's petition, denying the County's Motion without prejudice to renew in the event the County filed an OFA. In its decision the Board also found, to the extent that ESPN premised its opportunity cost on its estimate of the Line's real estate value, that figure was unsupported. Instead the Board accepted Berks' estimate of the Line's real estate value of $317,376 and concluded that the Line was worth $1,399,376 for the purpose of the opportunity cost calculation.[3]

Berks filed an OFA on November 26, 2008, to acquire the Line for $500,000. The Board then issued an order on December 2, 2008, acknowledging Berks' offer and postponing the effective date of the abandonment to allow negotiations to proceed. In so doing, it found that the County, as an entity presumed financially responsible, had made an offer of financial assistance and had explained the basis for its offer. The Board set December 29, 2008, as the due date for filing this Petition should purchase negotiations prove unsuccessful. On December 19, 2008 counsel for ESPN filed a demand letter with the Board

[3] Determined by multiplying Berks' per acre estimate of the real estate value ($6,000) by the number of acres (60.8) and then adjusting that figure utilizing ESPN's own 13% discount to reflect costs and timing of sale resulting in a value of $317,376.

addressed to the County's counsel stating the Line's real estate has been appraised at $1,241,400, and that the NSV of track materials remains $1,082,000 based upon its "binding" salvage agreement with The Tie Yard of Omaha ("Tie Yard"). By reply of the same date, the County took ESPN's demand under advisement.

THE BOARD'S VALUATION STANDARD

Proceedings to set purchase terms conditions and compensation are governed by the provisions of 49 U.S.C. 10904(d)-(f). In the landmark case of Chicago and North Western Transp. Co.—Abandonment, 363 I.C.C. 956, 958 (1981), 1981 Lexis ICC 41 (Lake Geneva), *aff'd sub nom.* Chicago and North Western Transp. Co. v U.S., 678 F.2d 665 (7th Cir. 1982), the Board's predecessor, the former Interstate Commerce Commission, held that in the absence of a higher going concern value for continued rail use, the proper valuation standard in offer of financial assistance proceedings under 49 U.S.C. 10904 is the NLV of the subject rail properties for their highest and best nonrail use.

To determine that NLV, the Board considers the salvage value of the track components (rail, ties, and other track materials) less the costs of salvage including transportation, any other assets of value such as ballast, bridges, and signals, and the FMV of the underlying real estate held in fee, put to its optimum non-rail use.

The NSV of track materials must reflect salvage costs ("take up costs"), crossing restoration costs, and bridge removal costs. The Board determines the

FMV of parcels held in fee simple on an across-the-fence ("ATF") basis at their highest and best non-rail use, taking into consideration such topographical factors as narrowness of the right-of-way, slope of adjoining property, and inaccessible terrain. These factors typically militate in favor of sale to the adjacent landowner. Upon deriving an average per acre price, the appraiser multiplies that price by the number of acres held in fee to arrive at FMV. CSX Transportation, Inc.-Abandonment Exemption-In Laporte, Porter, and Starke Counties, IN, STB Docket No. AB-55 Sub-No. 643x, served April 30, 2004, slip op. at 6. It is important to recognize that non-fee simple title property is treated as having no value for the purpose of a financial assistance proceeding. Lake Geneva, *supra* at 48; Southern Pacific Transportation Company—Abandonment Exemption—Sacramento and El Dorado Counties, CA, Docket No. AB-12 (Sub-No. 159X), ICC served Oct. 20, 1994, cited in San Pedro, slip op. at 5. Finally, the Board adjusts FMV of fee simple property to reflect holding costs, real estate commissions and real estate transfer taxes. Lake Geneva, *supra* at 48.

LEGAL ARGUMENT

POINT I

THE LINE'S NET SALVAGE VALUE IS DERIVED FROM THE CURRENT FAIR MARKET VALUE OF TRACK MATERIALS

a. ESPN's Salvage Agreement with The Tie Yard is an invalid unilateral contract.

With regard to the evidence put forward by the incumbent carrier regarding so-called "firm" salvage agreements, while acknowledging that the Board has accepted firm bids in other cases as convincing evidence of the fair market NSV of a rail line, the Board did not find the bids submitted by CORP to represent the best evidence of what the track assets currently are worth in the marketplace. Both bid offers submitted by CORP contained language that the offeror retained the right to revise its offer if there was a substantial change in the market. That reservation of a unilateral right by the offeror to change its price to account for an event like the significant scrap steel price drop that actually occurred here, coupled with the lack of a deadline in either offer by which CORP must accept, precluded consideration of these offers as truly "firm". Accordingly, the Board found the offers unreliable in reaching NSV.

Here, ESPN maintains that its Salvage Agreement with The Tie Yard ends the Board's inquiry into the Line's NSV. The Board should recall that initially, ESPN merely represented in its abandonment petition that the track has an NSV of $1,082,000 based upon the highest of several unidentified salvage bids. In response to discovery propounded by Berks, ESPN furnished a one sentence letter dated July 18, 2008 from The Tie Yard advising that it would pay ESPN $1,082,000 without any explanation of how this figure was computed. It was not until November 12, 2008, in its "Response" to Berks' "Petition for Leave to

Supplement," that ESPN furnished a document entitled "Salvage Agreement" ("Agreement"), dated July 31, 2008, whereby The Tie Yard agrees to pay ESPN $1,082,000 for the Line's track assets.[4] But the Agreement contains an important condition subsequent: "If the Surface Transportation Board requires the sale of the Line under the Offer of Financial Assistance provisions of 49 U.S.C. 10904, this Agreement will become void, if the offering party closes on the purchase."

The inclusion in the Agreement of the condition subsequent, i.e., consummation of the OFA process unilaterally excusing The Tie Yard's obligation to perform, renders the Agreement *potentially* non-binding upon it, and thus invalid on its face as lacking consideration. Cf., Coos Bay, where The Tie Yard's reservation of unilateral rights there rendered the Agreement non-binding.

b. Board precedent supports the use of current rail line valuation data in determining NSV.

The Board should take official notice that the recent deflation of steel prices renders The Tie Yard's valuation woefully out of date in terms of current FMV. Cf. Coos Bay (holding that track should be valued as of the date of the Board's decision granting a feeder application not the value on an earlier date). In Coos Bay, the feeder applicant filed a petition for leave to supplement the record with changes to its estimate of the value of the Line's assets, specifically citing the

[4] See, July 31, 2008 "Salvage Agreement" attached to ESPN's November 12, 2008 Reply to Petition to Supplement as Exhibit 1.

significant decline in the scrap steel market since August 2008. Rejecting the incumbent carrier's ("CORP") argument that the record was closed, the Board found evidence of significant changes to the line's value prior to the Board's decision central to the case. Hence, the supplemental evidence was accepted. The Board concluded that the NSV of the Line should be calculated as of the day of its decision, and not at some arbitrary earlier date, such as the filing date of the feeder line application. The Board noted that the Coos Bay proceeding began when the price of steel was abnormally high.[5] Through February 2008, the average price of scrap rail was between $233 and $287 per net ton. The price of scrap steel began to spike in mid-March 2008, when the average price rose to $304 per net ton. In subsequent months the average price continued to rise, peaking at $540 per net ton in August 2008. By September 26, 2008, however, the price had dropped to $277 per net ton. This proceeding likewise began when the price of steel was abnormally high. Today, however, the price of steel has returned to more historically consistent levels. See, Landrio VS 2 at 2.

It is incumbent on the Board to use the best evidence available on the value of the NSV component. When a protestant submits evidence demonstrating that the market value of a major component of a railroad's NSV has changed in a significant manner during the pendency of a proceeding aimed at determining

[5] In Coos Bay, the applicants' economic experts presented evidence of the American Metals Market ("AMM") steel price index throughout the relevant time period.

NLV, the Board must determine whether the more recent evidence undercuts any other prior valuation evidence in the record or provides better evidence of the true value of a line. With some possible exceptions, such as when the market price is fluctuating or when the drop in price reflects an historically abnormal downward spike, steel price valuation evidence that is contemporaneous with the Board's valuation decision is most likely to reflect the value of the property on the date that it is directed to be sold pursuant to the Board's decision—thereby ensuring that the property owner receives the constitutional minimum value.

As Mr. Landrio stated in his VS 2, experts typically rely upon published market values for commodities like steel in arriving at their opinion regarding the NLV of railroad lines and further values derived therefrom, culminating in a determination of the Line's profitability. Indeed, published market values are the most reliable indicator of the price a scrap commodities dealer might be willing to pay to a railroad owner for steel under a given set of economic circumstances.

NLV includes the FMV of the underlying real estate plus the NSV of track and track materials. The Kansas City Southern Railway Company—Abandonment Exemption—Line in Warren County, MS, STB Docket No. AB-103 (Sub-No. 21X), served February 22, 2008.

In this case, particularly given the significant drop in the price of steel between the conclusion of the formal procedural schedule and today's decision, the

Board should conclude that the FMV of the Line's assets should be based on the current prices and not on the anomalous prices occurring at some earlier date. See, CSX Transportation, Inc.—Abandonment Exemption—In Laporte, Porter and Starke Counties, IN, STB Docket No. AB-55 (Sub-No. 643X), served Apr. 30, 2004 (finding that it would be improper to reject late-filed evidence of steel price changes because doing so would result in an inaccurate NLV). It is likewise incumbent upon the Board to follow the same methodology for determining the value of the track materials ESPN intends to salvage pursuant to the proposed abandonment of the Colebrookdale Line.

In conclusion, the Board should accept the NSV update because it represents "up-to-date information that more accurately reflects the current situation to assure that... [the Board] has a complete record. Tongue River Railroad Company – Construction and Operation – Western Alignment, STB Finance Docket No. 30186 (Sub-No. 3), served Mar. 11, 2003, slip op. at 5 (Board accepted the petition to update the record filed pursuant to 49 CFR § 1117.1).

For purpose of this OFA proceeding, Berks accepts ESPN's inventory of rail and ties.[6] ESPN's petition indicates the Line consists of 1,884 net tons of metal and 17,700 ties of landscape grade, while failing to provide any unit price

[6] Offeror reserves the right to petition to re-open this proceeding in the event an inventory of the track materials discloses significant discrepancies in the quantity and/or quality of track materials.

information whatsoever. See, Petition at 15-16. The County's railroad expert Gary Landrio has inspected the Line and has updated his November 7th Verified Statement setting forth his opinion as to the Line's current NLV. See, December 23, 2008 Verified Statement of Gary E. Landrio ("Landrio VS 3") at 6.

In his VS 3, Mr.Landrio computes the NSV of the various grades of steel and ties comprising the Line. With regard to steel, Mr. Landrio relies upon the December 22, 2008 AMM Price Index Report to calculate the wholesale gross rail salvage value (GSV) as $714,704. See, Landrio VS 3 at 3. With regard to ties, Mr. Landrio's inspection reveals that virtually all of these ties are suitable only for landscape use but not for railroad re-use. Mr. Landrio previously found that the average price for used ties suitable for landscape use is $3 per tie, for a total of $53,100. See, Landrio VS 2 at 3. Mr. Landrio's opinion in this regard is unchanged. See, Landrio VS 3 at 4. Thus, the current GSV for steel and ties thus totals $767,804. See, Landrio VS 3at 4.

c. The board should deduct bridge removal and crossing restoration costs from net salvage value.

To determine the Line's NSV, the cost of bridge removal must be deducted from the GSV of track materials.[7] The Line has 12 bridges, nine of which cross

[7] One must also deduct the cost of grade crossing restoration and track material take up costs. See, Landrio VS 3. However, for purposes of this OFA proceeding, the County accepts ESPN's representation in its December 19th letter that these costs are included in The Tie Yard's net salvage bid. Therefore, for purposes of this OFA proceeding, the County is only factoring projected bridge removal costs in calculating NSV.

public roadways, thereby subjecting them to the removal authority of the Pennsylvania Public Utilities Commission ("the Commission" or "the PUC"). See, Landrio VS 3 at 4). The three remaining bridges cross waterways, subjecting them to the removal authority of the Pennsylvania Department of Natural Resources.

Board precedent provides for the deduction from the line's value of costs for bridge removal whenever state or local law so provides. Cf. Railroad Ventures, Inc.-Abandonment Exemption-Between Youngstown, OH, and Darlington, PA, in Mahoning and Columbiana Counties, OH, and Beaver County, PA, STB Docket No. AB-556 (Sub-No. 2X), served January 7, 2000, slip op. at 9 (Railroad Ventures). Pennsylvania law and PUC decisions require a railroad abandoning a line in that state to remove crossing signals and restore the line to its "pre-railroad" condition. Similarly, state law requires that the railroad dismantle and remove bridges over highways. Specifically, Section 102 of the Pennsylvania Code, *as amended*, 66 Pa. C.S. §102, defines a "public utility" to include a corporation owning or operating equipment or facilities for "[t]ransporting passengers or property as a common carrier." Under this definition, ESPN is a public utility subject to the provisions of the Code.[8] Section 2702(b) of the Code also grants the PUC the exclusive power to appropriate property for construction of "crossings" across facilities of public utilities at, above or below grade and regulate

[8] Copies of the pertinent state statutory provisions are annexed hereto as Exhibit A.

construction, alteration, relocation, suspension or *abolition* of such crossings "to effectuate the prevention of accidents and the promotion of the safety of the public." (Emphasis supplied.) [9]

The PUC has not been hesitant to exercise its authority to compel the abolition of abandoned crossings. See, e.g., PUC Press Release, "PUC Concludes Investigation of Piney Branch Railroad Crossings in Jefferson, Clarion Counties" (Piney Branch), September 15, 2006.[10] This did not end the matter; the PUC found in that case, for there remained 23 orphan bridges and crossings on the Line. Because PSRR did not, as required, file an application with the Commission to abolish the crossings, the Commission initiated an Investigation. A six-year proceeding ensued. In its September 15, 2006 Opinion and Order,[11] the Commission ordered the removal of the many crossings and bridges on that line with the costs allocated between the railroad and the Township as set forth in its decision. In so doing, the PUC applied its "public interest" standard, to "ensure

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[9] A "crossing" under the Code is an intersection of two or more public utilities. Southeastern Pennsylvania Transportation Authority v. Pennsylvania Public Utility Commission, 592 A.2d 797 (Pa. Cmwlth. 1991). A "railroad-highway crossing" is an intersection of a highway with a railroad right-of-way, upon which railroad tracks lie, and can be at, above or below the grade of the railroad tracks. *Id.*

[10] http://www.puc.state.pa.us/General/press_releases/Press_Releases.aspx?ShowPR=1614 (December 9, 2008), annexed hereto as Exhibit B. In Piney Branch, the Commission instituted an Investigation by Order entered March 3, 2000. See, Exhibit C. The Order indicates the Pittsburg & Shawmut Railroad, Inc. (PSRR) filed a petition for exemption under STB Docket No. AB-487 (Sub-No 3X), for abandonment of the railroad's 23.8 mile Piney Branch. By Decision served January 14, 1998 the Board granted the exemption and on December 11, 1998, PSRR filed a supplemental notice of consummation with the Board indicating that PSRR had exercised the authority granted in the Decision and fully abandoned the Piney Branch.

[11] Annexed hereto as Exhibit D.

and promote the protection, safety, convenience and welfare of the traveling public." The Commission found in Piney Branch that it had the authority to allocate the costs of construction, improvement and maintenance of the rail-highway crossing bridges as it reasonably deemed appropriate. See, Piney Branch, September 15, 2008 Opinion and Order at 6. Because the PUC found that the abandoning carrier's predecessors built and maintained much, if not all, of the Line's infrastructure, it was not an abuse of discretion for it to allocate a substantial portion of the abolition costs to the abandoning carrier.

In the matter presently before the Board, ESPN has provided no indication that it has or intends to file an application with the PUC to abolish any of the crossings on the Colebrookdale Branch. Thus there exists a strong likelihood that these crossings would become orphans were this abandonment consummated. Whether in the near or long term, these crossings and bridges would inevitably deteriorate to the point where they would become a serious threat to the safety of the travelling public. Substantial cost would necessarily be incurred to remove the bridges and restore the grade crossings to make the abandoned Line safe. See, Landrio VS 1 at 6-7. Board precedent dictates that these costs should be assessed against the Line's owners and subtracted from the Line's NLV. Railroad Ventures, *supra*.

There is no conflict between the Board's exclusive jurisdiction to economically regulate the rail carriers under the ICC Termination Act and the states' authority to regulate the public safety of the rail-highway crossing, which is also part of a public highway. See, CSX Transportation, Inc. v. City of Plymouth, 92 F.Supp. 2d 643 (E.D.Mich. 2000) (a state has the authority to regulate the railroads on the local, as opposed to national, safety issues, so long as the regulation is not inconsistent with federal laws.)

It has been consistently held that the states have the traditional police powers reserved by the Constitution to regulate the public safety of the rail-highway grade crossings and allocate the costs of constructing, maintaining and improving such crossings. See, e.g., Atchison, T. & S. F. Ry. Co. v. Public Utilities Commission of California, 346 U.S. 346 (1953); Lehigh Valley R. Co. v. Board of Public Utility Commissioners, 278 U.S. 24 (1928); Erie R. Co. v. Board of Public Utility Commissioners, 254 U.S. 394 (1921); Chicago, B. & Q. R. Co. v. State of Nebraska, 170 U.S. 57 (1898); Chicago, B. & Q. R. Co. v. City of Chicago, 166 U.S. 226 (1897); Southern Ry. Co. v. City of Morristown, 448 F.2d 288 (6th Cir.1971), cert. denied, 405 U.S. 922 (1972); American Trucking Ass'n v. United States, 242 F.Supp. 597 (D.D.C. 1965), aff'd, 382 U.S. 373 (1966); CSX Transportation, Inc. v. Pennsylvania Public Utility Commission, 558 A.2d 902 (Pa. Cmwlth. 1989), appeal denied, 523 Pa. 651, 567 A.2d 654 (1989). Accordingly,

Pennsylvania has the authority to require the restoration and/or removal of crossings and bridges that are no longer needed. But even if the State's ability to regulate railroad crossings were in doubt due to federal preemption, the moment that ESPN consummates its abandonment of the Line, the Board's jurisdiction and the railroad's federal preemption would cease and state jurisdiction would be revived. Hayfield N. R. Co. v. Chicago & North Western Transp. Co., 467 U.S. 622, 633-4 (1984).

Although ESPN has provided no evidence as to the value of the bridges; the public would fully bear substantial removal costs if they were left in place. Mr. Mr. Landrio further estimates that as many as six of the 12 bridges are presumptively non-compliant with current PUC standards. Those so found would have to be removed at an average cost of $65,000 per bridge, totaling $390,000. See, Landrio VS 3 at 5.

Accordingly, Mr. Landrio has determined the NSV of the track structure ($767,804) after adjustment for bridge removal costs ($390,000) is $377,804.

POINT II

THE FAIR MARKET VALUE OF THE LAND SITUATED ON THE LINE IS DERIVED FROM APPRAISAL OF PARCELS HELD IN FEE SIMPLE ADJUSTED FOR TRANSACTION COSTS

Land is the second component of the Line's NLV. ESPN represented in its Petition that the average per acre gross value of the real estate is $18,821. Petition

at 16. ESPN asserted that the Line consisted of 64 acres of which 95% or 60.8 are held in fee. ESPN supplied no Deeds or other documentary evidence to support its assertion. Based upon its bare assertion of ownership, ESPN assigned a gross real estate value of $1,144,317 and then discounted the value by 13% to $995,556 reflecting a two (2) year sell-off period and a 10% real estate commission. In its November 18th Decision, the Board rejected ESPN's real estate valuation as arbitrary and unsupported by any appraisals or other documentation. For the purpose of assigning a value to the land, the Board accepted the County's proffer that the land had a value of $317,376. In preparing its protest and without having the benefit of any appraisal or other reliable indicators of value from ESPN, Berks' witness Landrio concluded that the right-of-way was worth an average of $6,000 per mile. Mr. Landrio based this figure on recent property sales, the fact that the rail corridor hugs the banks of winding creek valleys and sloping hillsides, and the general inaccessibility of this forested right-of-way; concluding that these factors warrant a discount to the property value of 50-75% due to terrain. Accordingly, Mr. Landrio initially computed the real estate value for the 60.8 acres claimed to be held in fee as $364,800. Using the same 13% discount employed by ESPN, Berks' witness valued the real estate at $317,376. See, Landrio VS 1 at 7.

The determination as to whether a parcel is fee or some other interest is a function of state law that is outside the Board's expertise. Cf., Delta Southern

Railroad, Inc.-Abandonment Exemption Between Lake Village, AR, and Shelburn, LA, STB Docket No. AB-384 (Sub-No. 1X), served January 28, 2005, slip op. at 4 (approving deed interpretations based upon a review of state law); Mississippi Tennessee Holdings, Inc.—Abandonment Exemption—In Union, Pontotoc and Chickasaw Counties, MS, STB Docket No. AB-868X (served Nov. 2, 2004) slip op. at 6; Greenville County Economic Development Corporation – Abandonment and Discontinuance Exemption – In Greenville County, SC, STB Docket No. AB-490 (Sub-No. 1X) (served March 16, 2006), slip op. at 3.

Accordingly, the County retained Edwin L. Stock, a Pennsylvania-licensed real estate attorney to review the 70 separate conveyances recorded for the property presently comprising the Line, of which 59 are in Berks County and 11 in Montgomery County. Of these 70 instruments, 12 are "Deeds", 40 are "Releases" and 18 are "Charters". For the reasons set forth in his accompanying verified statement, Mr. Stock concludes that a "Release" is the equivalent of a reversionary conveyance of a right-of-way. See, December 22, 2008 Affidavit of Edwin I. Stock at 8 ("Stock Affidavit"). A "charter" is a likewise a grant of non-fee occupancy for use of public space for railroad purposes. See, Stock Affidavit at 17. As a result, the approximately 52 acres of right-of-way that are held by ESPN pursuant to either a "release" or a "charter" have no value for the purpose of this proceeding. Lake Geneva at 48. The deeded parcels represent approximately 12 acres or only

19% of the total land in stark contrast to ESPN's representation that 60.8 acres or 95% of the land is held in fee. See, December 19, 2008 Appraisal Report MRC Appraisal Company at 53 ("Appraisal Report").

Berks also reviewed the 1998 appraisal prepared by Main Line Management Services, Inc., for the Pennsylvania Department of Transportation ("PADOT"), dated December 31, 1998, and submitted by Berks as part of its protest (See, Protest Exhibit Scott-4). The 1998 appraisal concluded that the then-70.1 acre Line, including the 2.3 acre Boyertown Rail Yard tract, was worth $416,000.[12]

As to the real estate interests, the appraisal stated:

> "Most of the acquisitions were by 'Release of Interest' from the fee owners, commencing in the 1860's. Release instruments are considered a "Quit Claim" for a specific purpose. During the past 25 years of rail right-of-way disposal in the Northeast, such

[12] The 1998 appraisal included 2.3 acres of land commonly referred to as the Boyertown Rail Yard which were sold off separately by ESPN and are **not** part of the present valuation. See, November 21, 2008 Deed annexed hereto as Exhibit E. ESPN represented in its July 31, 2008 petition initiating this abandonment proceeding that it "ha[d] recently sold one parcel of land adjacent to the Line for $162,679 per acre. No further information was provided by ESPN regarding this transaction. Documents obtained from the Berks County Office of the Recorder of Deeds disclose the filing on December 1, 2008 of a Deed dated November 21, 2008 from ESPN to the Borough of Boyertown conveying a 2.362 acre parcel of land known as the "Boyertown Rail Yard" for consideration of $340,000 (or $143,945.80 per acre). The Deed references a November 3, 2008 Resolution of the Council of the Borough of Boyertown stating that "[T]he property [being conveyed] is a small, *undivided*, portion of the large tract which is described in the deed dated July 3, 2003...in which the County of Berks granted and conveyed the large tract unto Penn Eastern Rail Lines, Inc." (Emphasis supplied). See, Exhibit E at 7. The map contained in the July 3, 2003 Deed indicates that the Boyertown Rail Yard was part and parcel of the Colebrookdale Rail Line which was conveyed as an undivided whole by the County to ESPN. See, Exhibit E at 17. The Deed further references an Agreement of Sale in Lieu of Condemnation entered June 2, 2008. See, Exhibit E at 25.

> conveyances have not been viewed a conveying good marketable title. For the purpose of this valuation, based on the documents reviewed, it is necessary to devalue the properties based on this poor quality of title to the underlying lands."

See, 1998 Appraisal at 5.

> "However, it is necessary to adjust the project retail values to reflect the poor quality of title along the corridor. Based upon the valuation maps and a sampling of the deeds, nearly 90% of the properties are held by a "Release" for a specific purpose, or in some other "reversionary" manner. Should the line be abandoned and liquidated, interest in these properties would generally revert to the fee interest owners (primarily the abutting property owners). While it may be possible to quiet title, this will come at some cost (making a payment to the fee interest title holders in lieu of a potential court proceeding). Moreover, in many instances, it will not be possible to "quiet" title, as the abutting owners will seek to invoke their property rights. To account for the costs of quieting title, which may frequently be as much as the estimated adjusted retail value, and to account for parcels that will be lost to abutting owners, we believe an adjustment of 70% to 90% is appropriate. For the purpose of this study, we have adjusted the retail value by 80%, resulting in an adjusted value of $348,614.

See, 1998 Appraisal at 11.

Berks retained Matt Cremers to perform an "across the fence" appraisal of the right-of-way held in fee. For the reasons expressed in his December 2008 Appraisal Report, Mr. Cremers concludes that the lands to which ESPN holds marketable title have a FMV of $219,000, including a 10% deduction for holding costs. See, Appraisal Report at 54.

Adding the track material NSV of $377,804 to the real estate FMV of $219,000 produces an NLV of $596,804.

CONCLUSION

For the above stated reasons and based upon the above cited points and authorities, the County requests the Board to establish the NLV of the Line at $596,804 and to set such additional terms and conditions of the sale of the Line from East Penn Railroad, LLC to the Berks County Board of Commissioners as are necessary and proper.

Respectfully submitted,

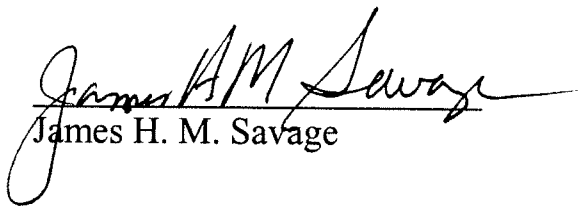
John D. Heffner
John D. Heffner, PLLC
1750 K Street, N.W.-Suite 200
Washington, D.C. 20006
(202) 296-3334

James H. M. Savage
Of counsel

Dated: December 23, 2008

CERTIFICATION OF PROOF OF SERVICE

I certify that I served this day by electronic mail on counsel for Petitioner, and by first class mail upon counsel for Montgomery County a true copy of the within pleading.



James H. M. Savage

Dated: December 23, 2008

EXHIBIT A

§ 2702. Construction, relocation, suspension and abolition of crossings.

A. **General rule.** No public utility, engaged in the transportation of passengers or property, shall, without prior order of the Commission, construct its facilities across the facilities of any other such public utility or across any highway at grade or above or below grade, or at the same or different levels; and no highway at grade or above or below grade, or at the same or different levels; and no highway, without like order, shall be so constructed across the facilities of any such public utility, and, without like order, no such crossing heretofore or hereafter constructed shall be altered, relocated, suspended or abolished.

B. **Acquisition of property and regulation of crossing.** The Commission is hereby vested with exclusive power to appropriate property for any such crossing, except as to such property as has been or may hereafter be condemned by the Department of Transportation for projects financed entirely by the Commonwealth and for Federal Aid Projects under section 1004 of the act of June 1, 1945 (P.L.1242, No. 428), known as the "State Highway Law," in which case the provisions of that statute shall be in effect, and to determine and prescribe, by regulation or order, the points at which, and the manner in which, such crossing may be constructed, altered, relocated, suspended or abolished, and the manner and conditions in or under which such crossings shall be maintained, operated, and protected to effectuate the prevention of accidents and the promotion of the safety of the public. The Commission shall require every railroad the right-of-way of which crosses a public highway at grade to cut or otherwise control the growth of brush and weeds upon property owned by the railroad within 200 feet of such crossing on both sides and in both directions so as to insure proper visibility by motorists.

C. **Mandatory relocation, alteration, or suspension.** Upon its own motion or upon complaint, the Commission shall have exclusive power after hearing, upon notice to all parties in interest, including the owners of adjacent property, to order any such crossing heretofore or hereafter constructed to be relocated or altered, or to be suspended or abolished upon such reasonable terms and conditions as shall be prescribed by the Commission. In determining the plans and specifications for any such crossing, the Commission may lay out, establish, and open such new highways as, in its opinion, may be necessary to connect such crossing with and existing highway, or make such crossing more available to public use; and may abandon or vacate such highways or portions of highways as, in the opinion of the Commission, may be rendered unnecessary for public use by the construction, relocation, or abandonment of any such crossings. The Commission may order the work of construction, relocation, alteration, protection, suspension or abolition of any crossing aforesaid to be performed in whole or part by any public utility or municipal corporation concerned or by the Commonwealth or and established nonprofit organization with a recreational or conservation purpose.

D. **Procedure for appropriation of property.** When any real property is appropriated by the Commission under this section, each parcel of such property so appropriated, shall be accurately described by metes and bounds, and the record owner of each such parcel shall be named in the order of appropriation. Unless otherwise recorded, the Commission shall file with the recorder of deeds of the proper county, a copy of that portion of the order of the Commission which appropriates such property, and such plans and other detailed information as the Commission may deem necessary. Such portion of the Commission's order dealing with the specific names of the record owners of such specific property at the expense of the governmental agency, including the Department of Transportation and Public Utility Commission, corporation or persons upon whose instigation, petition or complaint the said crossing was constructed, reconstructed, relocated, altered, suspended or abolished, as may be ordered, to bear such expense or recording by the Commission. When such appropriation of real property has been recorded under the provisions of any other statute, such recording shall not be duplicated under the terms of this subsection.

E. **Reactivation.** The Commission may, within its discretion upon petition by any railroad, the Commonwealth, a political subdivision or any other affected party by order reactivate any crossing suspended under this section.

F. **Danger to safety.** Upon the Commission's finding of an immediate danger to the safety and welfare of the public at any such crossing, the Commission shall order the crossing to be immediately altered, improved, or suspended. Thereafter hearing shall be held and costs shall be allocated in the manner prescribed in this part.

G. **Suspensions** . Any order of suspension under this section shall require the following for the protection of the motoring public:

1. Removal or covering of crossing warning devices.

2. i. Paving over the tracks; or

   ii. removal of the tracks and paving over of the area formerly occupied by said tracks; or

   iii. barricading the crossing.

H. **Assignment of crossing responsibilities to certain nonprofit organizations.**

1. The Commission may order the work of abolition of an crossing, in whole or in part, including an future obligations, to be performed by a municipal authority created to advance recreation or conservation purposes or a nonprofit organizations with a recreation or conservation purpose, if:

i. The Municipal Authority or nonprofit organization provides adequate security for the work or demonstrates financial responsibility to the satisfaction of the Commission; and

ii. The Commission does not order any Commonwealth agency to bear ancillary responsibility for the work or abolition of any crossing, or the cost associated with the work, without the prior written consent of the head of the Commonwealth agency.

2. In accordance with the provisions of section 2704 (relating to compensation for damage occasioned by construction, relocation or abolition of crossings), the Commission may order the municipal authority or nonprofit organization assuming responsibility for the abolition of the crossing to bear all, or a portion, of the cost associated with the work. This section shall not apply to any proceeding wherein the Commission has issued a final order prior to the effective date of its enactment.

§ 2703. Ejectment in crossing cases.

A. When any real property is appropriated by the Commission in connection with a crossing improvement under this part, the Commission may direct the removal of all structures within the lines of such appropriation.

§ 2704. Compensation of damages occasioned by construction, relocation or abolition of crossings.

A. **General rule.** The compensation for damages which the owners of adjacent property taken, injured, or destroyed may sustain in the construction, relocation, alteration, protection, or abolition of any crossing under the provisions of this part, shall, after due notice and hearing, be ascertained and determined by the Commission. Such compensation, as well as the cost of construction, relocation, alteration, protection, or abolition of such crossing, and of facilities at or adjacent to such crossing which are used in any kind of public utility service, shall be borne and paid, as provided in this section, by the public utilities or municipal corporations, municipal authority or nonprofit organization authorized under Section 2702(h) (relating to construction, relocation, suspension and abolition of crossings) concerned, or by the Commonwealth, in such proper proportions as the Commission may, after due notice and hearing, determine, unless such proportions are mutually agreed upon and paid by the interested parties.

B. **Judicial review** . Any party to the proceeding dissatisfied with the determination of the Commission may appeal therefore, as provided by law, and for this purpose is hereby authorized to sue the Commonwealth. The Commission may, of its own motion, or upon application of any party in interest, submit to the court of common pleas of the county wherein the property affected is located, the determination of the amount of damages to any property owner due to such condemnation, for which purpose such court shall appoint viewers, from whose award of damages an appeal to said court shall lie on the part of any person or party aggrieved thereby, under the general law applicable to the appointment of viewers, for the ascertainment of damages due to the condemnation of private property for public use.

C. **Payment of compensation.** The amount of damages or compensation determined and awarded to be paid the owners of adjacent property by the Commonwealth shall, in each instance, be paid by the State Treasurer, on a warrant drawn by the State Treasurer, upon the presentation to that officer of a statement setting forth the amount determined to be paid as aforesaid, duly certified by the Commission; such payment to be paid out of any funds specifically appropriated for the improvement of the roads or highways of this Commonwealth; and in case of a verdict and judgment thereon for the damages or compensation, recorded by any such adjacent property owners upon appeal, the same shall be paid out of any funds appropriated as aforesaid; and any court of common pleas hearing and determining such appeal is hereby authorized and empowered to issue a writ of mandamus to such Commission and the State Treasurer, or either of them, as the case may require, for the payment of such judgment.

D. **Recovery of compensation.** The Commission shall have the right to recover, for and on behalf of the Commonwealth, by due process of law, as debts of like amount are now by law recoverable, from the public utility or municipal corporation concerned, in such amounts or proportions against each as may be determined by the Commission, as hereinbefore provided in this section, the amount of the damages or compensation awarded to the owners of adjacent property by the Commission, or by the court, and the amounts so received shall be paid into the State Treasury, through the Department of Revenue, to the credit of the Motor License Fund.

EXHIBIT B

General Navigation



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PUC Concludes Investigation of Piney Branch Railroad Crossings in Jefferson, Clarion Counties

September 15, 2006

HARRISBURG -- The Pennsylvania Public Utility Commission (PUC) today voted to abolish 23 unsafe former railroad crossings along the abandoned Pittsburg and Shawmut Railroad Inc., Piney Branch, in Jefferson and Clarion counties.

By the final order approved today, the Commission directed work to abolish the 23 crossings, including 18 railroad bridges, three highway bridges and two at-grade crossings, to be performed, maintained and paid for by owner Kovalchick Corp./Texas and Oklahoma Railroad Co.

In rail-highway crossing cases, the guiding principle for PUC action is the public interest – ensuring and promoting the protection, safety, convenience and welfare of the traveling public. The PUC is authorized to determine how railroad crossing should be constructed, reconstructed, altered, repaired, protected, suspended or abolished, and to assess the costs of any improvements to the responsible parties.

The Pennsylvania Public Utility Commission ensures safe, reliable and reasonably priced electric, natural gas, water, telephone and transportation service for Pennsylvania consumers, by regulating public utilities and by serving as responsible stewards of competition.

For recent news releases, or more information about the PUC, visit our Internet homepage at www.puc.state.pa.us.

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Docket No. I-00000085

Contact: Jennifer Kocher
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Pennsylvania Public Utility Commission
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EXHIBIT C

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held March 2, 2000

Commissioners Present:

John M. Quain, Chairman
Robert K. Bloom, Vice-Chairman
Nora Mead Brownell
Aaron Wilson, Jr.
Terrance J. Fitzpatrick

Investigation upon the Commission's own motion to determine the disposition of the public rail-highway crossings along Pittsburg & Shawmut Railroad, Inc. (PSRR) Piney Branch, extending from Milepost 0.00 to Milepost 23.80 in Jefferson and Clarion Counties.

I- 85

ORDER

BY THE COMMISSION:

Pittsburg & Shawmut Railroad, Inc. (PSRR) filed a petition for exemption at STB Docket No. AB-487 (Sub-No 3X), with the Surface Transportation Board (STB), for abandonment of the railroad's Piney Branch which is located entirely within Jefferson and Clarion Counties and traverses through the Townships of Rose, Clover, Limestone, Monroe, and Piney and Borough of Brookville, extending from Milepost 0.00 (Milepost 40.60 on the main line of the Laurel Subdivision) located at or near Coder to Milepost 23.80 located at or near Piney, a distance of 23.80 miles. By decision received January 14, 1998, the STB granted the exemption and on December 11, 1998, PSRR filed a supplemental notice of consummation with the board indicating that PSRR has exercised the authority granted in the decision and fully abandoned the Piney Branch.

The PSRR has not filed an application with the Commission to abolish the crossings on this line. Given the circumstances in this matter, the Commission is hereby instituting an investigation to determine the disposition of the rail-highway crossings along PSRR's Piney Branch. The parties will have the opportunity to present evidence regarding future use of the rail line and the condition of the crossings including the structures along this line. We can then determine the condition of the crossings and structures, what work should be performed at the crossings, and allocate costs of that work; THEREFORE,

IT IS ORDERED:

1. That an investigation be and is hereby instituted for the purpose of determining all matters relating to the condition and disposition of the rail-highway crossings located along Pittsburg & Shawmut Railroad, Inc.'s Piney Branch, from Milepost 0.00 to Milepost 23.80, in the Townships of Rose, Clover, Limestone, Monroe, and Piney, and Borough of Brookville in Jefferson and Clarion Counties.

2. That Pittsburg & Shawmut Railroad, Inc.; Pennsylvania Department of Transportation; Pennsylvania Bureau of State Parks; Jefferson County; Clarion County; Rose Township; Clover Township; Limestone Township; Monroe Township; Piney Township; East Broad Top Railroad and Coal Company; Borough of Brookville; Allegheny Power; National Fuel; Columbia Gas Distribution; C & G Peoples Natural Gas; Central Electric Cooperative; United Electric; Southwest Central; Bell Atlantic-PA; Alltel Pennsylvania, Inc.; and Sprint United, Pennsylvania Historic Land Museum Commission and the Rails to Trails Conservatory are made parties hereto.

3. That a copy of this order be served on each party named in Numbered Paragraph 2

BY THE COMMISSION,

James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: March 2, 2000

ORDER ENTERED:

EXHIBIT D

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held September 15, 2006

Commissioners Present:

Wendell F. Holland, Chairman
James H. Cawley, Vice Chairman
Bill Shane
Kim Pizzingrilli
Terrance J. Fitzpatrick

Investigation upon the Commission's own motion to determine the disposition of the public rail-highway crossings along Pittsburg and Shawmut Railroad, Inc. Piney Branch, extending from Milepost 0.00 to Milepost 23.80 in the Townships of Rose, Clover, Limestone, Monroe, and Piney, and the Borough of Brookville in Jefferson and Clarion County

I-00000085

OPINION AND ORDER

BY THE COMMISSION:

Before the Commission for consideration and disposition are the following documents filed in response to the Second Recommended Decision Upon Remand (Recommended Decision) of Administrative Law Judge (ALJ) Larry Gesoff issued herein on June 29, 2006: (1) Exceptions of Monroe Township (Township) filed on July 17, 2006; (2) Exceptions of Kovalchick Corporation and Texas & Oklahoma Railroad Company (TXOR) (collectively, Kovalchick) filed on July 17, 2006; (3) Reply Exceptions of Pennsylvania Department of Transportation (PennDOT) filed on July 28,

2006; and (4) Reply Exceptions of Kovalchick filed on July 28, 2006. The County of Clarion filed Reply Exceptions on or about August 28, 2006.

The Township filed a Letter on August 10, 2006, relative to the proceeding. On August 22, 2006, Kovalchick filed a Motion to Strike the Township's Letter.

History of Proceeding

The Commission instituted the above-captioned Investigation by Order entered March 3, 2000.[1] Briefly stated, in this proceeding involving the disposition of twenty-three rail-highway crossings, the Commission has issued the following: a Recommended Decision issued May 1, 2001 (R.D. 1); a Commission Opinion and Order entered February 13, 2002 (February 2002 Order); a Recommended Decision Upon Remand issued June 6, 2002 (R.D. 2); a Commission Opinion and Order entered September 30, 2002 (September 2002 Order); a Commission Opinion and Order entered March 6, 2003 (March 2003 Order); and a Commission Opinion and Order entered December 30, 2003 (December 2003 Order).

The February 2002 Order held disposition of the crossings in abeyance pending either an application for crossing alterations necessitated by new rail traffic on the Piney Branch or evidence of reasonable progress in the development of a rail trail, an excursion railroad or other recreational project within two years. Because none of these events occurred within the two year period, the Commission held a Prehearing Conference on October 19, 2005, to determine the disposition of the crossings.

---

[1] For a more detailed history of this proceeding, please refer to pages 1-6 of the Recommended Decision and "Appendix A" attached thereto.

At the Prehearing Conference Kovalchick, the Commission's Law Bureau and PennDOT were represented by counsel. No one made an appearance on behalf of the Townships, the Borough of Brookville, Jefferson County, or Clarion County. PennDOT stated that the bridge at Crossing No. 8 had been removed as of July 2004 and that work at Crossing No. 10, removal of the bridge and a roadway on fill with a small drainage culvert, would be completed by the end of October 2005. (Tr. at 401-402). PennDOT agreed to install a guide rail at Crossing No. 6 within two weeks of the date of the Prehearing Conference. (Tr. at 402).

Kovalchick stated that neither a rail trail nor rail service is feasible on the Piney Branch. Regarding a rail trail, Headwaters Resource Conservation and Development, affiliated with the United States Department of Agriculture, commissioned an appraisal of the property in question and performed a feasibility study, on the basis of which it determined that the cost to develop a trail would exceed the level of available funding. (Tr. at 403-404). Regarding rail or excursion service, the December 2003 Order directing the removal of the structure at Crossing No. 8 caused Kovalchick to determine that there would not be sufficient income to justify the cost of reinstalling a railroad bridge at the crossing. (Tr. at 404).

In light of those developments, Kovalchick met with some of the Townships in question and removed a number of the crossings, consistent with the directives contained in the most recent Recommended Decision. (Tr. at 410-411). It has yet to meet with Monroe Township regarding Crossing No. 2. The Recommended Decision directed the Township to remove the bridge at Crossing No. 2 and build a roadway on fill, but Kovalchick believes it would be better, and less expensive, to remove the bridge and barricade the road because of the low traffic count. (Tr. at 405). In addition, Kovalchick intends to meet with Limestone Township to determine if the structure at Crossing No. 16 can remain in place. (Tr. at 406). PennDOT raised the issue

of the need for handrails at Crossing No. 18. The Parties agreed to resolve the issue. (Tr. at 408-411).

The Parties then agreed that a further hearing could be avoided and that Kovalchick would submit to a Stipulation of Facts (Stipulation) and a proposed order. The Stipulation was to include a full description of all work that has been done on the crossings and what cost and future maintenance agreements have been made related to that work. (Tr. at 406-408, 411-412).

The First Interim Order, issued on October 27, 2005, directed Kovalchick to submit a Stipulation and a proposed order by March 1, 2006. That deadline passed without a submission. By email to ALJ Gesoff, copy to counsel for the Commission's Law Bureau and counsel for PennDOT, Kovalchick requested an additional sixty days to make the submission. The Second Interim Order, issued on March 2, 2006, granted the request, directing Kovalchick to file the Stipulation and proposed order on or before May 1, 2006. The Second Interim Order also gave the Parties until May 16, 2006 to file objections, if any, to the Stipulation.

On May 1, 2006, Kovalchick filed the Stipulation and a proposed order. On May 17, 2006, Kovalchick corrected an error to the Stipulation regarding Crossing No. 16. PennDOT filed Objections to the Stipulation regarding the scope of work proposed for Crossing No. 6 and Amended Objections regarding the State Route designation at Crossing No. 18. The Law Bureau filed Objections regarding Crossings Nos. 1, 2, 6, 12, 16, 18 and 21. On June 9, 2006, Kovalchick submitted Comments to the Objections of PennDOT and the Law Bureau.

The ALJ recommended disposition of the crossings based on the Stipulation and the Objections filed thereto. (R.D. at 23-41). Exceptions and Reply Exceptions to the Recommended Decision were filed as above noted.

Discussion

ALJ Gesoff reached Findings of Fact Nos. 1-29 (R.D. at 6-11) and Conclusions of Law Nos. 1-8 (R.D. at 21-22). We shall adopt and incorporate herein by reference the ALJ's Findings of Fact and Conclusions of Law unless they are either expressly or by necessary implication overruled or modified by this Opinion and Order.

Initially, we are reminded that we are not required to consider expressly or at great length each and every contention raised by a party to our proceedings. *University of Pennsylvania, et al. v. Pa. P.U.C.*, 485 A.2d 1217, 1222 (Pa. Cmwlth. 1984). Any exception or argument that is not specifically addressed herein shall be deemed to have been duly considered and denied without further discussion.

It is well settled that, in rail-highway crossing cases, the guiding principle for Commission action is the public interest, *i.e.*, to ensure and promote the protection, safety, convenience and welfare of the traveling public. Section 2702(c) of the Public Utility Code (Code) provides that:

> Upon its own motion or upon complaint, the Commission shall have exclusive power after hearing, upon notice to all parties in interest, including the owners of adjacent property, to order any such crossing heretofore or hereafter constructed to be relocated or altered, or to be suspended or abolished upon such reasonable terms and conditions as shall be prescribed by the Commission.

66 Pa. C.S. § 2702(c). The General Assembly has granted to the Commission a wide range of discretion to decide cases involving rail crossings. As above noted, the limitation on the Commission's discretion is that the terms and conditions the Commission prescribes must be reasonable.

Furthermore, under 66 Pa. C.S. § 2702(b), the Commission is empowered to determine and prescribe the manner in which such crossings may be constructed, reconstructed, altered, repaired, protected, suspended or abolished. The Commission is also empowered, pursuant to 66 Pa. C.S. § 2702(c), to order the work performed upon such reasonable terms and conditions as it prescribes. *Pennsylvania Game Commission v. Pa. P.U.C.*, 651 A.2d 596 (Pa. Cmwlth. 1994). Additionally, the Commission, pursuant to 66 Pa. C.S. § 2704(a), has the exclusive authority to assess the costs of any work it orders upon the concerned parties in the proceeding in such proportions as the Commission may deem appropriate.

Township's Letter filed August 10, 2006
Clarion County's Reply Exceptions

The Township filed a Letter herein which appears to be a reply to the Kovalchick's Reply Exceptions. Kovalchick filed a Motion to Strike the Letter because it includes purported facts not on the record in this proceeding and also because the Commission's Regulations do not permit a reply to reply exceptions. (Motion at 1-2).

Our Regulations provide only for the filing of exceptions and reply exceptions in response to initial, tentative and recommended decisions. *See* 52 Pa. Code §§ 5.533 and 5.535. The Township had the opportunity to file exceptions and reply exceptions to raise issues in response to the Recommended Decision herein, and it did so. Accordingly, because the Township's Letter does not comport with our Regulations, it will not be considered. Kovalchick's Motion to Strike is granted.

The Reply Exceptions of Clarion County, filed on or about August 28, 2006, in response to Kovalchick's Exceptions, are untimely filed and will not be considered.

Exceptions of the Township

The Township's Exceptions concern Crossing No. 2. In his Recommended Decision, ALJ Gesoff recommended as follows with regard to that crossing:

> **Railroad below T-528, Monroe Township, Clarion County**
>
> Monroe Township will remove the structure and build a continuous roadway on fill in its place. Kovalchick will reimburse Monroe Township for 25% of its project costs, Monroe Township bearing the other 75% and 100% of the costs of appropriating any property of Kovalchick. Stipulation at ¶¶ 7-18.
>
> The Law Bureau objects to the failure to require the bridge to be maintained and inspected until the work is completed. Kovalchick's comment agrees as long as Monroe Township bears the cost.
>
> The recommended order below includes that requirement at the sole cost and expense of Monroe Township.

(R.D. at 13).

In its Exceptions, the Township avers that it should not be responsible for any portion of the cost of this project. The Township points out that the ravine and the bridge belonged to the predecessor railroad of Kovalchick and, accordingly, Kovalchick should be responsible for all the costs relative to the instant crossing. (Exc. at 1-2).

Kovalchick replies that it will receive no benefit from the removal of the bridge or the filling of the right-of-way. Conversely, the residents of the Township will receive all the benefits of replacement of the bridge. Specifically, they will gain a new roadway, without weight restrictions, which will be less costly to maintain than an overhead bridge. (Kovalchick R. Exc. at 2-4).

On review of the Township's Exceptions, we find them not to be meritorious. We note initially that, in allocating costs under Section 2704(a), the Commission commonly considers the following factors:

- which party built the crossing;
- whether a roadway existed before or after construction of the crossing;
- the party that owned and maintained the crossing;
- the relative benefit initially conferred on each party with the construction of the crossing;
- whether either party is responsible for deterioration of the crossing that has led to the need for its repair, replacement or removal; and
- the benefit that each party will receive from the repair, replacement or removal of the crossing.

Green Township Board of Supervisors v. Pa. P.U.C., 668 A.2d 615 (Pa. Cmwlth. 1995). While the Commission has considered these factors to be relevant in the past, this does not limit the factors the Commission may consider. *AT&T v. Pa. P.U.C.*, 558 Pa. 290, 737 A.2d 201 (1999).

The Township argues that Kovalchick's predecessor railroads built the bridge, and that those entities maintained the bridge in the past. However, there are no prior Commission orders with respect to the crossing, and there is nothing in the record concerning who owns the bridge, whether the highway predated the railroad or any other circumstance surrounding the construction of the original highway bridge at this crossing.

Furthermore, the right-of-way is no longer being used as a line of railroad, and Kovalchick is getting no benefit from the separated crossing. While the historical roles of the parties at a crossing may be considered as a factor, they are not binding on the Commission. *Delaware & Hudson Railway v. Pa. P.U.C.*, 613 A.2d 622 (Pa. Cmwlth. 1992).

We also note that the proposed reconstructed highway on fill would be of benefit only to the traveling public because of the elimination of weight restrictions and minimization of future maintenance costs. Finally, since the replacement of the bridge is fully within the control of the Township, it was appropriate for the ALJ to recommend that the cost of ongoing inspections be assigned to the Township. To the extent that the right-of-way is filled in, Kovalchick must be compensated for the damages that result from the taking of its property. Accordingly, for the above-outlined reasons, the Township's Exceptions are denied.

Exceptions of Kovalchick

Kovalchick objects to two ordering paragraphs in the Recommended Decision; namely, Ordering Paragraphs Nos. 2 and 37. In its Exception No. 1, Kovalchick objects to Ordering Paragraph No. 2, relative to Crossing No. 1, which is as follows:

> 2. That Kovalchick Corporation and Texas & Oklahoma Railroad Company, at their sole cost and expense, furnish all materials and do all work necessary to remove the west abutment at the crossing to one (1) foot below the surrounding ground line and to grade the areas disturbed to match the surrounding existing topography.

(R.D. at 23). Kovalchick objects to the above directive on the basis that, while the Commission's Law Bureau objected to the abolition of the crossing without the removal of the west abutment and the grading of the land back from the existing roadway, it gave no reason for its proposed requirements. Kovalchick argues that there is no evidence that the abutment wall presents a safety hazard to the traveling public in its current condition. Kovalchick avers that the proposed work will be of no benefit to it. Accordingly, if the abutment is to be removed, then the work and the cost thereof should be allocated to those parties which will benefit from that removal, in accordance with 66 Pa. C.S. § 2704(a). (Exc. at 2).

On review of this Exception, we find it not to be meritorious. As above noted, the Commission's Law Bureau objected to the abolishment of the crossing, without the removal of the west abutment and the grading of the land, in the interest of public safety. (Law Bureau Objections, ¶ 2; R.D. at 13). Kovalchick made no comment with regard to the Law Bureau's objection. Again in its Exceptions, Kovalchick has not demonstrated, outside a bald assertion, that the removal of the abutment is not necessary for the public safety. Accordingly, Kovalchick's Exception No. 1 is denied.

In its Exception No. 2, Kovalchick objects to Ordering Paragraph No. 37, relative to Crossing No. 6, which is as follows:

> 37. That Texas & Oklahoma Railroad, within one (1) year of the date of service of the Commission's Order, at its sole cost and expense, furnish all material and do all work necessary to remove the concrete pier stubs and abutment to one (1) foot below the surrounding ground line, and behind pier stubs and the abutment to match the surrounding existing topography, and to grade, seed and mulch the areas disturbed to prevent soil erosion, all in a safe and satisfactory manner.

(R.D. at 29). Kovalchick avers that, in their objections to the proposed Stipulation, neither PennDOT nor the Commission's Law Bureau gave any substantive reasons for their requests that the east side pier stubs or the west side abutment be removed. Kovalchick further argues that the abutment and the pier stubs all appear to be outside of the highway right-of-way. Thus, they have no more impact on highway users than a fence or other structure of any landowner adjacent to, but outside the limits of, a highway. Finally, Kovalchick maintains that the removal of the abutment will not benefit it and, if the abutment is ordered removed, no costs should be assigned to it, in accordance with 66 Pa. C.S. § 2702(a). (Exc. at 3-4).

In response, PennDOT avers that it is just and reasonable to order Kovalchick to perform the work, as outlined in the ordering paragraph, at it sole cost and expense. (PennDOT R. Exc. at 1-2).

On review of Kovalchick's Exception No. 2, we find it not to be meritorious. With regard to the remaining pier stubs and abutments at this crossing, the ALJ stated as follows:

> The remaining pier stubs and abutments should be removed for the safety of the traveling public. The order below directs Kovalchick to perform the work, including grading the slope, at its sole cost and expense.

(R.D. at 15). We note that the cost of the removal of the pier stubs and abutment are costs associated with the removal of the bridge, which Kovalchick undertook of its own accord. We further note that the standard Commission ordering paragraphs in cases such as this direct the railroad to remove the abutments and/or piers to one foot below ground level and to grade the embankment to a 2:1 slope, all in the interest of public safety and the potential for lack of future maintenance and liability. *See Application of CSX*

Transportation, Inc., 73 Pa. PUC 58 (1990). For the above reasons, Kovalchick's Exception No. 2 is denied.

Conclusion

We have reviewed the record as developed in this proceeding, including the ALJ's Recommended Decision, as well as the Exceptions and Reply Exceptions filed thereto. Premised upon our review of the record evidence, we conclude that the Parties' Exceptions are not meritorious and those Exceptions will be denied. Accordingly, the ALJ's Recommended Decision will be adopted; **THEREFORE,**

IT IS ORDERED:

1. That the Motion to Strike the August 10, 2006 Letter of Monroe Township, filed by Kovalchick Corporation and Texas & Oklahoma Railroad Company on August 22, 2006, is granted.

2. That the Exceptions filed by Monroe Township to the Recommended Decision of Administrative Law Judge Larry Gesoff issued on June 29, 2006, are denied.

3. That the Exceptions of Kovalchick Corporation and Texas & Oklahoma Railroad Company to the Recommended Decision of Administrative Law Judge Larry Gesoff, are denied.

4. That the Recommended Decision of Administrative Law Judge Larry Gesoff, issued on June 29, 2006, is hereby adopted.

Crossing 1

5. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of Township Road 950 (formerly S.R. 3016) in Piney Township, Clarion County, is abolished upon completion of the work ordered herein.

6. That Kovalchick Corporation and Texas & Oklahoma Railroad Company, at their sole cost and expense, furnish all materials and do all work necessary to remove the west abutment at the crossing to one (1) foot below the surrounding ground line and to grade the areas disturbed to match the surrounding existing topography.

7. That Kovalchick Corporation and Texas & Oklahoma Railroad and Piney Township cooperate with each other during performance of the work ordered herein so that the operations or facilities of the parties are not endangered or unnecessarily impeded.

8. That Kovalchick Corporation and Texas & Oklahoma Railroad at least ten (10) days before the start of work notify all parties involved in this crossing of the actual date when work will be started on this project.

9. That upon completion of the work ordered herein, Kovalchick Corporation and Texas & Oklahoma Railroad report to this Commission the date of actual completion of the work.

10. That upon completion of the project ordered herein, Piney Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway through the crossing area.

Crossing 2

11. That the crossing where the tracks of Texas & Oklahoma Railroad cross below the grade of Township Road 528 in Monroe Township, Clarion County, is abolished upon completion of the work ordered herein.

12. That Monroe Township, at its initial cost and expense, within one (1) year of the date of entry of the instant Opinion and Order, prepare and submit to this Commission and to all parties of record for examination, final construction plans for the removal of the structure carrying Township Road 528 over the tracks of Texas & Oklahoma Railroad, to build a continuous roadway on fill in its place, and to provide for drainage through the fill.

13. That Monroe Township, at its initial cost and expense, within one (1) year of Commission approval of the final construction plans, remove the structure carrying Township Road 528 over the tracks of Texas & Oklahoma Railroad and to build a continuous roadway on fill in its place, all in accordance with the approved plans.

14. That Monroe Township at least ten (10) days before the start of work notify all parties involved in this crossing of the actual date when work will be started on this project.

15. That Monroe Township, Texas & Oklahoma Railroad and any non-carrier utility with facilities at the crossing cooperate with each other during the work on this project so that the operations or facilities of the parties will not be endangered or unnecessarily impeded.

16. That Monroe Township, at its initial cost and expense, furnish all materials and do all work necessary to establish, mark and maintain a suitable detour and/or traffic controls in accordance with the Manual on Uniform Traffic Control Devices, if necessary, for vehicular traffic desiring to use the crossing while the structure is removed and a new roadway is built on fill.

17. That the non-carrier utilities involved, if any, each, at its sole cost and expense, furnish all materials and do all work necessary to alter or relocate its facilities as necessary to accommodate the work on this project herein ordered.

18. That until the work on the project is completed, Monroe Township, at its sole cost and expense, furnish all materials and do all work necessary to properly maintain the structure and inspect it pursuant to NBIS standards.

19. That upon completion of the project, Monroe Township inform the Commission in writing, of the actual date of completion of the work ordered herein and submit a written detailed statement of the actual costs incurred in furnishing material and performing work on the project ordered herein.

20. That Texas & Oklahoma Railroad, when and as certified by this Commission, at its sole cost and expense, pay to Monroe Township a sum or sums of money equal to 25% of the costs Monroe Township incurred in preparing final construction plans, establishing, marking and maintaining a detour and removing the structure and building a continuous roadway on fill in its place.

21. That Monroe Township bear the remaining 75% of the project costs.

22. That upon completion of the project ordered herein Monroe Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the restored roadway through the crossing area.

Crossing No. 3

23. That the crossing where the tracks of Texas & Oklahoma Railroad cross below the grade of State Route 0068 in Monroe Township, Clarion County, is abolished with the structure remaining in place.

24. That the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all materials and do all work necessary to maintain the structure and to inspect the structure every two years.

25. That the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all materials and do all work necessary to maintain the highway through the crossing area.

Crossing No. 4

26. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of Township Road 535 (Lawrence Road) in Monroe Township, Clarion County, is abolished upon completion of the work ordered herein.

27. That Texas & Oklahoma Railroad, at its sole cost and expense, within one (1) year of the date of entry of the instant Opinion and Order, furnish all materials and do all work necessary to remove the bridge superstructure, the bridge abutments to one (1) foot below the surrounding ground line, and the embankments

behind the abutments to match the surrounding existing topography, to grade, seed and mulch the areas disturbed to prevent soil erosion and to erect permanent barriers at the top of the embankments sufficient to prevent pedestrians and vehicles from going over the embankments, all in a safe and satisfactory manner.

28. That Monroe Township, at its initial cost and expense, furnish all materials and do all work necessary to establish, mark and maintain a suitable detour and/or traffic controls in accordance with the Manual on Uniform Traffic Control Devices, if necessary, for vehicular traffic desiring to use the crossing while the structure is removed.

29. That Texas & Oklahoma Railroad and Monroe Township cooperate with each other during the work ordered herein so that the operations or facilities of the parties are not endangered or unnecessarily impeded.

30. That Texas & Oklahoma Railroad at least ten (10) days before the start of work notify all parties involved in this crossing of the actual date when work will be started on this project.

31. That upon completion of the work ordered herein, Texas & Oklahoma Railroad report to this Commission the date of actual completion of the work.

32. That upon completion of the project ordered herein Monroe Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the restored roadway through the crossing area.

Crossing No. 5

33. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of Township Road 524 in Monroe Township, Clarion County, is abolished upon completion of the work ordered herein.

34. That Texas & Oklahoma Railroad, at its sole cost and expense, within one (1) year of the date of entry of the instant Opinion and Order, furnish all materials and do all work necessary to remove the bridge superstructure, the bridge abutments to one (1) foot below the surrounding ground line, and the embankments behind the abutments to match the surrounding existing topography, and to grade, seed and mulch the areas disturbed to prevent soil erosion, all in a safe and satisfactory manner.

35. That Texas & Oklahoma Railroad, at its sole cost and expense, furnish all materials and do all work necessary to establish, mark and maintain a suitable detour and/or traffic controls in accordance with the Manual on Uniform Traffic Control Devices, if necessary, for vehicular traffic desiring to use the crossing while the structure is removed.

36. That Texas & Oklahoma Railroad and Monroe Township cooperate with each other during the work ordered herein so that the operations or facilities of the parties are not endangered or unnecessarily impeded.

37. That Texas & Oklahoma Railroad at least ten (10) days before the start of work notify all parties involved in this crossing of the actual date when work will be started on this project.

38. That upon completion of the work ordered herein, Texas & Oklahoma Railroad report to this Commission the date of actual completion of the work.

39. That upon completion of the project ordered herein Monroe Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the restored roadway through the crossing area.

Crossing No. 6

40. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of State Route 2012 in Limestone Township, Clarion County, is abolished upon completion of the work ordered herein.

41. That Texas & Oklahoma Railroad, within one (1) year of the date of entry of the instant Opinion and Order, at its sole cost and expense, furnish all materials and do all work necessary to remove the concrete pier stubs and abutment to one (1) foot below the surrounding ground line, and behind pier stubs and the abutment to match the surrounding existing topography, and to grade, seed and mulch the areas disturbed to prevent soil erosion, all in a safe and satisfactory manner.

42. That upon completion of the work ordered herein, Texas & Oklahoma Railroad report to this Commission the date of actual completion of the work.

43. That the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all materials and do all work necessary to maintain the highway through the crossing area.

Crossing No. 7

44. That the crossing where the tracks of Texas & Oklahoma Railroad cross at-grade Township Roads 522 and 525 in Limestone Township, Clarion County is hereby abolished.

45. That Limestone Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway through the crossing area.

Crossing No. 8

46. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of S.R. 0066 in Limestone Township, Clarion County, is abolished.

47. That the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway through the crossing area.

Crossing No. 9

48. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of Township Road 538 in Limestone Township, Clarion County, is abolished upon completion of the work ordered herein.

49. That Texas & Oklahoma Railroad, at its sole cost and expense, within one (1) year of the date of entry of the instant Opinion and Order, furnish all materials and do all work necessary to remove the bridge superstructure, the bridge abutments to one (1) foot below the surrounding ground line, and the embankments

behind the abutments to match the surrounding existing topography, to grade, seed and mulch the areas disturbed to prevent soil erosion, all in a safe and satisfactory manner.

50. That Texas & Oklahoma Railroad, at its sole cost and expense, furnish all materials and do all work necessary to establish, mark and maintain a suitable detour and/or traffic controls in accordance with the Manual on Uniform Traffic Control Devices, if necessary, for vehicular traffic desiring to use the crossing while the structure is removed.

51. That Texas & Oklahoma Railroad and Limestone Township cooperate with each other during the work ordered herein so that the operations or facilities of the parties are not endangered or unnecessarily impeded.

52. That Texas & Oklahoma Railroad at least ten (10) days before the start of work notify all parties involved in this crossing of the actual date when work will be started on this project.

53. That upon completion of the work ordered herein, Texas & Oklahoma Railroad report to this Commission the date of actual completion of the work.

54. That upon completion of the project ordered herein, Limestone Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway through the crossing area.

Crossing No. 10

55. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of S.R. 2001 in Limestone Township, Clarion County, is abolished.

56. That the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway through the crossing area.

Crossing No. 11

57. That the crossing where the tracks of Texas & Oklahoma Railroad cross below the grade of State Route 2005 in Limestone Township, Clarion County, is abolished with the structure remaining in place.

58. That the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all materials and do all work necessary to maintain the structure and to inspect the structure every two years.

59. That the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all materials and do all work necessary to maintain the highway through the crossing area.

Crossing No. 12

60. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of Township Road 538 in Limestone Township, Clarion County, is abolished.

61. That Limestone Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway through the crossing area.

Crossing No. 13

62. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of Township Road 810 in Limestone Township, Clarion County, is abolished upon completion of the work ordered herein.

63. That Texas & Oklahoma Railroad, at its sole cost and expense, within one (1) year of the date of entry of the instant Opinion and Order, furnish all materials and do all work necessary to remove the bridge superstructure, the bridge abutments to one (1) foot below the surrounding ground line, and the embankments behind the abutments to match the surrounding existing topography, to grade, seed and mulch the areas disturbed to prevent soil erosion and to erect permanent barriers at the top of the embankments sufficient to prevent pedestrians and vehicles from going over the embankments, all in a safe and satisfactory manner.

64. That, Texas & Oklahoma Railroad at its initial cost and expense, furnish all materials and do all work necessary to establish, mark and maintain a suitable detour and/or traffic controls in accordance with the Manual on Uniform Traffic Control Devices, if necessary, for vehicular traffic desiring to use the crossing while the structure is removed.

65. That Texas & Oklahoma Railroad and Limestone Township cooperate with each other during the work ordered herein so that the operations or facilities of the parties are not endangered or unnecessarily impeded.

66. That Texas & Oklahoma Railroad at least ten (10) days before the start of work notify all parties involved in this crossing of the actual date when work will be started on this project.

67. That upon completion of the work ordered herein, Texas & Oklahoma Railroad report to this Commission the date of actual completion of the work.

68. That upon completion of the project ordered herein Limestone Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway through the crossing area.

Crossing No. 14

69. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of Township Road 554 in Limestone Township, Clarion County, is abolished upon completion of the work ordered herein.

70. That Texas & Oklahoma Railroad, at its sole cost and expense, within one (1) year of the date of entry of the instant Opinion and Order, furnish all materials and do all work necessary to remove the bridge superstructure, the bridge abutments to one (1) foot below the surrounding ground line, and the embankments behind the abutments to match the surrounding existing topography, to grade, seed and mulch the areas disturbed to prevent soil erosion and to erect permanent barriers at the top of the embankments sufficient to prevent pedestrians and vehicles from going over the embankments, all in a safe and satisfactory manner.

71. That, Texas & Oklahoma Railroad at its initial cost and expense, furnish all materials and do all work necessary to establish, mark and maintain a suitable detour and/or traffic controls in accordance with the Manual on Uniform Traffic Control Devices, if necessary, for vehicular traffic desiring to use the crossing while the structure is removed.

72. That Texas & Oklahoma Railroad and Limestone Township cooperate with each other during the work ordered herein so that the operations or facilities of the parties are not endangered or unnecessarily impeded.

73. That Texas & Oklahoma Railroad at least ten (10) days before the start of work notify all parties involved in this crossing of the actual date when work will be started on this project.

74. That upon completion of the work ordered herein, Texas & Oklahoma Railroad report to this Commission the date of actual completion of the work.

75. That upon completion of the project ordered herein Limestone Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway through the crossing area.

Crossing No. 15

76. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of Township Road 554 in Limestone Township, Clarion County, is abolished.

77. That Limestone Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway through the crossing area.

Crossing No. 16

78. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of Township Road 555 in Limestone Township, Clarion County, is abolished.

79. That Limestone Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway through the crossing area.

Crossing No. 17

80. That the crossing where the tracks of Texas & Oklahoma Railroad cross at-grade Township Road 320 in Clover Township, Jefferson County is abolished upon completion of the work ordered herein.

81. That within one (1) year of the date of entry of the instant Opinion and Order, Clover Township, except as otherwise agreed with Kovalchick Corporation and Texas & Oklahoma Railroad, at its initial cost and expense, shall furnish all materials and do all work necessary to remove the rails, ties, other track materials and the cross buck warning signs and any other advance warning signs and pavement markings, if any, at the crossing, and restore the area of the highway disturbed by the track removal with material matching the adjoining highway approaches, all in a smooth and satisfactory condition.

82. That Clover Township, Texas & Oklahoma Railroad and any other non-carrier utilities shall cooperate with each other during the work ordered herein so that the operations or facilities of the parties are not endangered or unnecessarily impeded.

83. That any non-carrier utilities involved, each, at its sole cost and expense, shall furnish all materials and do all work necessary to alter or relocate it facilities as necessary to accommodate the work on this project herein ordered.

84. That upon completion of the project, Clover Township shall inform the Commission in writing, of the actual date of completion of the work ordered herein, and to the extent Clover Township and Texas & Oklahoma Railroad have not agreed on the allocation of the work and costs, shall submit written detailed statement of the actual costs incurred in furnishing material and performing work on the project ordered herein.

85. That Texas & Oklahoma Railroad, when and as certified by this Commission, at its sole cost and expense, except as otherwise agreed with Clover Township, shall pay to Clover Township a sum or sums of money equal to 75% of the project costs Clover Township reported pursuant to the previous paragraph.

86. That Clover Township shall bear the remaining 25% of the project costs.

87. That upon completion of the project ordered herein Clover Township, at its sole cost and expense, shall furnish all material and do all work necessary to maintain the roadway through the crossing area.

Crossing No. 18

88. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of State Route 0949 in Clover Township, Jefferson County, is abolished with the structure remaining in place.

89. That Texas & Oklahoma Railroad, at its sole cost and expense, furnish all materials and do all work necessary to maintain the structure and to inspect the structure every two years, and that Texas & Oklahoma Railroad submit detailed inspection reports to the Pennsylvania Department of Transportation within sixty (60) days of each inspection.

90. That the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all materials and do all work necessary to maintain the highway through the crossing area.

Crossing No. 19

91. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of Township Road 704 in Clover Township, Jefferson County, is abolished upon completion of the work ordered herein.

92. That Texas & Oklahoma Railroad, at its sole cost and expense, within one (1) year of the date of entry of the instant Opinion and Order, furnish all materials and do all work necessary to remove the bridge superstructure, the bridge abutments to one (1) foot below the surrounding ground line, and the embankments behind the abutments to match the surrounding existing topography, to grade, seed and mulch the areas disturbed to prevent soil erosion, all in a safe and satisfactory manner.

93. That Texas & Oklahoma Railroad, at its initial cost and expense, furnish all materials and do all work necessary to establish, mark and maintain a suitable detour and/or traffic controls in accordance with the Manual on Uniform Traffic Control Devices, if necessary, for vehicular traffic desiring to use the crossing while the structure is removed.

94. That Texas & Oklahoma Railroad and Clover Township cooperate with each other during the work ordered herein so that the operations or facilities of the parties are not endangered or unnecessarily impeded.

95. That Texas & Oklahoma Railroad at least ten (10) days before the start of work notify all parties involved in this crossing of the actual date when work will be started on this project.

96. That upon completion of the work ordered herein, Texas & Oklahoma Railroad report to this Commission the date of actual completion of the work.

97. That upon completion of the project ordered herein, Clover Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway through the crossing area.

Crossing No. 20

98. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of Township Road 704 in Clover Township, Jefferson County, is abolished upon completion of the work ordered herein.

99. That Texas & Oklahoma Railroad, at its sole cost and expense, within one (1) year of the date of entry of the instant Opinion and Order, furnish all materials and do all work necessary to remove the bridge superstructure, the bridge abutments to one (1) foot below the surrounding ground line, and the embankments behind the abutments to match the surrounding existing topography, to grade, seed and mulch the areas disturbed to prevent soil erosion.

100. That Texas & Oklahoma Railroad, at its initial cost and expense, furnish all materials and do all work necessary to establish, mark and maintain a suitable detour and/or traffic controls in accordance with the Manual on Uniform Traffic Control Devices, if necessary, for vehicular traffic desiring to use the crossing while the structure is removed.

101. That Texas & Oklahoma Railroad and Clover Township cooperate with each other during the work ordered herein so that the operations or facilities of the parties are not endangered or unnecessarily impeded.

102. That Texas & Oklahoma Railroad at least ten (10) days before the start of work notify all parties involved in this crossing of the actual date when work will be started on this project.

103. That upon completion of the work ordered herein, Texas & Oklahoma Railroad report to this Commission the date of actual completion of the work.

104. That upon completion of the project ordered herein, the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway through the crossing area.

Crossing No. 21

105. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of State Route 0028 in Clover Township, Jefferson County, is abolished with the structure remaining in place.

106. That Texas & Oklahoma Railroad, at its sole cost and expense, furnish all materials and do all work necessary to maintain the structure and to inspect the structure every two years, and that Texas & Oklahoma Railroad submit detailed inspection reports to the Pennsylvania Department of Transportation within sixty (60) days of each inspection.

107. That the Pennsylvania Department of Transportation, at its sole cost and expense, furnish all materials and do all work necessary to maintain the highway through the crossing area.

Crossing No. 22

108. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of Township Road 396 in Rose Township, Jefferson County, is abolished upon completion of the work ordered herein.

109. That Texas & Oklahoma Railroad, at its sole cost and expense, within one (1) year of the date of entry of the instant Opinion and Order, furnish all materials and do all work necessary to remove the bridge superstructure, the bridge abutments to one (1) foot below the surrounding ground line, and the embankments behind the abutments to match the surrounding existing topography, to grade, seed and mulch the areas disturbed to prevent soil erosion, all in a safe and satisfactory manner.

110. That Texas & Oklahoma Railroad, at its initial cost and expense, furnish all materials and do all work necessary to establish, mark and maintain a suitable detour and/or traffic controls in accordance with the Manual on Uniform Traffic Control Devices, if necessary, for vehicular traffic desiring to use the crossing while the structure is removed.

111. That Texas & Oklahoma Railroad and Rose Township cooperate with each other during the work ordered herein so that the operations or facilities of the parties are not endangered or unnecessarily impeded.

112. That Texas & Oklahoma Railroad at least ten (10) days before the start of work notify all parties involved in this crossing of the actual date when work will be started on this project.

113. That upon completion of the work ordered herein, Texas & Oklahoma Railroad report to this Commission the date of actual completion of the work.

114. That upon completion of the project ordered herein, Rose Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway through the crossing area.

Crossing No. 23

115. That the crossing where the tracks of Texas & Oklahoma Railroad cross above the grade of Township Road 394 in Rose Township, Jefferson County, is abolished with the structure remaining in place.

116. That Texas & Oklahoma Railroad, at its sole cost and expense, furnish all materials and do all work necessary to erect permanent barriers at either end of the bridge sufficient to prevent pedestrians and vehicles from going over the bridge, and to maintain the structure and to inspect the structure every two years.

117. That Rose Township, at its sole cost and expense, furnish all materials and do all work necessary to maintain the barricade of the highway.

118. That Rose Township, at its sole cost and expense, furnish all materials and do all work necessary to maintain the highway through the crossing area.

All Crossings

119. That the non-carrier utilities involved, if any, each, at its sole cost and expense, shall furnish all materials and perform all work necessary to alter or relocate its facilities as necessary to accommodate construction of the work ordered herein.

120. That this Opinion and Order, insofar as it places costs on the various Parties, is without prejudice to their rights to recover the costs from others in accordance with any lawful agreement.

121. That in all respects, not inconsistent herewith, all previous Orders of the Pennsylvania Public Utility Commission pertaining to the subject crossing shall remain in full force and effect.

BY THE COMMISSION,

James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: September 15, 2006

ORDER ENTERED: September 19, 2006

625095v1

EXHIBIT E



Frederick C. Sheeler
Berks County Recorder of Deeds

Berks County Services Center 3rd Floor
633 Court Street
Reading, PA 19601
Office: (610) 478-3380 ~ Fax: (610) 478-3359
Website: www.co.berks.pa.us

INSTRUMENT # 2008-057354

RECORDED DATE: 12/01/2008 01:13:34 PM

1790041-00211

Document Type: DEED	**Transaction #:** 1790076 **Document Page Count:** 31 **Operator Id:** dsylvester
RETURN TO: (Mail) CHRISTOPHER J HARTMAN ESQUIRE HARTMAN SHURR 1100 BERKSHIRE BLVD WYOMISSING, PA 19610	**SUBMITTED BY:** FIRST AMERICAN TITLE INSURANCE CO - WYOMISSING 955 BERKSHIRE BLVD SUITE 100 WYOMISSING, PA 19610

*** PROPERTY DATA:**

Municipality: BOYERTOWN BOROUGH
School District: BOYERTOWN
Address:

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURE AMT: $340,000.00

FEES / TAXES:

RECORDING FEE: DEED	$14.00
AFFORDABLE HOUSING FEE	$11.50
RECORDS IMPROVEMENT FUND	$5.00
JUDICIAL FEE	$10.00
WRIT TAX	$0.50
ADDITIONAL PAGE FEE	$54.00
ADDITIONAL PAGE FEE (AFF)	$54.00
Total:	$149.00

INSTRUMENT #: 2008-057354
Recorded Date: 12/01/2008 01:13:34 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Berks County, Pennsylvania.

Frederick C. Sheeler
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

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31

Prepared By: Heidi B. Masano, Esquire
Masano ♦ Bradley
1100 Berkshire Boulevard,
Suite 201
Wyomissing, PA 19610
(610) 372-7700

Return To: Christopher J. Hartman, Esquire
Hartman Shurr
1100 Berkshire Boulevard
Suite 301
Wyomissing, PA 19610

Property Address: Borough of Boyertown
Parcel No. 5387-20-90-0435

W1489597

DEED IN LIEU OF CONDEMNATION

This Deed, Made this 21st day of November, 2008

Between EAST PENN RAILROAD, LLC, SUCCESSOR BY MERGER TO PENN EASTERN RAIL LINES, INC. (hereinafter called the Grantor),

AND

BOROUGH OF BOYERTOWN (hereinafter called the Grantee).

Witnesseth, That in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, its successors and assigns,

ALL THAT CERTAIN PARCEL OF LAND LOCATED ON THE SOUTHEASTERLY SIDE OF A 60 FT. WIDE RAILROAD PROPERTY LEADING FROM BOYERTOWN TO POTTSTOWN OWNED BY PENN EASTERN RAIL LINES, INC., THE SAID PROPERTY BEING LOCATED ON THE NORTHERLY AND SOUTHERLY SIDE OF E. THIRD STREET (50 FT. WIDE) AND ON THE WESTERLY SIDE OF S. WASHINGTON STREET (50 FT. WIDE), IN THE BOROUGH OF BOYERTOWN, BERKS COUNTY, PENNSYLVANIA, DESCRIBED ACCORDING TO A PERIMETER SURVEY PLAN OF

THE BOYERTOWN RAIL YARD AS PREPARED BY ASTON SURVEYORS/ ENGINEERS, INC., BOYERTOWN, PENNSYLVANIA, PLAN NO. 2053-BRYA DATED SEPTEMBER 15, 2008, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

PURPART 1

BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE SOUTHEASTERLY SIDE OF A 60 FT. WIDE RAILROAD PROPERTY AND THE NORTHERLY SIDE OF E. THIRD STREET; THENCE FROM THE POINT OF BEGINNING, LEAVING THE SIDE OF E. THIRD STREET, ALONG THE RAILROAD PROPERTY, THE NEXT TWO COURSES AND DISTANCES TO WIT: 1.) NORTH 54° 22'57" EAST 328.10 FT. TO AN IRON PIN SET, A CORNER; 2.) NORTH 54° 46' 57" EAST 62.90 FT. TO AN IRON PIN SET, A CORNER AT THE SOUTHWESTERLY TERMINUS OF A 14 FT. WIDE ALLEY; THENCE ALONG THE TERMINUS OF THE 14 FT. WIDE ALLEY; THENCE ALONG THE CENTER OF A 16 FT. WIDE ALLEY, ALONG THE LAND OF PETER J. & SANDRA L. HABERLE, A 20 FT. WIDE ALLEY, THE LAND OF DUFFY MOON, L.L.C., AND THE LAND OF INDEPENDENCE PROPERTIES, L.L.C., SOUTH 37° 21' 00" EAST 172.32 FT. TO A MAG NAIL SET, A CORNER ON THE WESTERLY SIDE OF S. WASHINGTON STREET; THENCE ALONG THE SIDE OF S. WASHINGTON STREET, THE NEXT TWO COURSES AND DISTANCES TO WIT: 1.) SOUTH 52° 08' 53" WEST 5.70 FT. TO A MAG NAIL SET, A CORNER; 2.) SOUTH 46° 14' 06" WEST 361.95 FT. TO AN IRON PIN SET, A CORNER AT THE INTERSECTION OF THE NORTHERLY SIDE OF E. THIRD STREET; THENCE ALONG THE SIDE OF E. THIRD STREET, NORTH 43° 47' 44" WEST 226.51 FT. TO THE POINT OF BEGINNING, THE LINE PASSING OVER AN IRON PIN SET 26.51 FT. FROM THE LAST MENTIONED POINT.

CONTAINING 1.728 ACRES (75,272 SQ FT)

PURPART 2

BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE SOUTHEASTERLY SIDE OF A 60 FT. WIDE RAILROAD PROPERTY AND THE SOUTHERLY SIDE OF E. THIRD STREET, SAID POINT BEING LOCATED SOUTH 54° 47' 59" WEST 50.57 FT. ALONG THE RAILROAD PROPERTY FROM THE POINT OF BEGINNING OF THE ABOVE DESCRIBED PURPART 1; THENCE FROM THE POINT OF BEGINNING, ALONG THE SOUTHERLY SIDE OF E. THIRD STREET, SOUTH 43° 47' 44" EAST 63.96 FT. TO A MAG NAIL SET ON THE WESTERLY SIDE OF PEAR STREET (20 FT. WIDE); THENCE ALONG THE WESTERLY SIDE OF PEAR STREET, SOUTH 46° 21' 16" WEST 319.55 FT. TO A MAG NAIL SET, A CORNER AT THE INTERSECTION OF THE NORTHERLY SIDE OF MARION STREET (20 FT. WIDE); THENCE ALONG THE NORTHERLY SIDE OF MARION STREET, NORTH 43° 38' 44" WEST 109.59 FT. TO A MAG NAIL SET ON THE SOUTHEASTERLY SIDE OF THE 60 FT. WIDE RAILROAD PROPERTY; THENCE ALONG THE RAILROAD PROPERTY THE NEXT TWO COURSES AND DISTANCES TO WIT: 1.) ALONG A LINE CURVING TO THE LEFT, HAVING A CENTRAL ANGLE OF 01° 57' 53" A RADIUS OF 985.37 FT., AN ARC LENGTH OF 33.79 FT., A TANGENT OF 16.90 FT., A CHORD BEARING AND DISTANCE OF NORTH 55° 21' 54" EAST 33.79 FT. TO AN IRON PIN SET AT A POINT OF TANGENT; 2.) NORTH 54° 22' 57" EAST 288.85 FT. TO THE POINT OF BEGINNING.

CONTAINING 0.634 ACRES (27,634 SQ FT)

PURPART 1 AND PURPART 2 (PARCEL ID # 33-5387-20-90-0435)

BEING PART OF THE SAME PREMISES WHICH COUNTY OF BERKS, BY DEED DATED 07-03-03 AND RECORDED 07-10-03 IN THE OFFICE OF THE RECORD OF DEEDS IN AND FOR THE COUNTY OF BERKS IN RECORD BOOK 3805 PAGE 563, GRANTED AND CONVEYED UNTO PENN EASTERN RAIL LINES, INC.

And the said Penn Eastern Rail Lines, Inc. merged with East Penn Railroad, LLC on August 24, 2007.

And the said Grantor hereby covenants and agrees that it will specially warrant the premises hereby conveyed.

See Exhibit "A" regarding Waiver of Subdivision and Land Development Plan Approval by the Borough of Boyertown.

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

Sealed and Delivered
In the Presence of:

EAST PENN RAILROAD, LLC

By: _____
Robert Parker, President /Manager
of Regional Rail, LLC, Member

STATE OF PENNSYLVANIA :

COUNTY OF BERKS :

On this 21 day of November, 2008, before me, the undersigned officer, personally appeared Robert Parker, who acknowledged himself to be the President of ** East Penn Railroad, LLC, a Delaware limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer. ** Regional Rail, LLC, Member of

In Witness Whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Daniel K. Snyder, Notary Public
Wyomissing Boro, Berks County
My Commission Expires Mar. 21, 2009
Member, Pennsylvania Association of Notaries

Notary Public

I certify that the address of the Grantee is 100 S. Washington Street, Boyertown, PA 19512.

For the Grantee: Frank J. Deery
FRANK J. DEERY

MASANO ♦ BRADLEY
By: Heidi B. Masano, Esquire
1100 Berkshire Boulevard, Suite 201
Wyomissing, PA 19610
(610) 372-7700

Exhibit A

CERTIFICATION

BOROUGH OF BOYERTOWN

OFFICE OF THE BOROUGH MANAGER

I, Patricia A. Spaide, Borough Manager/Secretary of the Borough of Boyertown, Commonwealth of Pennsylvania, hereby certify that the attached Resolution Number 11-03-08 is a true and correct copy of the resolution adopted by Boyertown Borough Council, Berks County, Pennsylvania at a duly advertised Borough Council Meeting held on November 3rd, 2008.

Given under my hand and the Seal of the Borough of Boyertown, County of Berks, Commonwealth of Pennsylvania, this 19th, day of November 2008, Boyertown, Pennsylvania.

PATRICIA A. SPAIDE

Patricia A Spaide
Borough Manager/Secretary

BOROUGH OF BOYERTOWN, BERKS COUNTY, PENNSYLVANIA

RESOLUTION NO. 11-03-08

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF BOYERTOWN, BERKS COUNTY, PENNSYLVANIA, WAIVING SUBDIVISION AND LAND DEVELOPMENT PLAN APPROVAL FOR THE SUBDIVISION OF A CERTAIN RAIL YARD PROPERTY LOCATED IN THE BOROUGH OF BOYERTOWN.

WHEREAS, the Borough of Boyertown, Berks County, Pennsylvania ("Borough") entered into an Agreement of Sale in Lieu of Condemnation between the Borough of Boyertown and East Penn Railroad, LLC, on June 2, 2008, for a certain 2.362 acre parcel of real estate located in the Borough of Boyertown, known as the Boyertown Rail Yard (the "Property"), as more fully described in the description of Aston Surveyors/Engineers, dated September 15, 2008, attached hereto and made a part hereof as Exhibit "A", and as shown on the Perimeter Survey Plan for Boyertown Rail Yard, prepared by Aston Surveyors/Engineers, Inc., dated September 15, 2008, plan no. 2053 – BRYA, attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, the Property is a small, undivided, portion of the large tract which is described in the deed dated July 3, 2003, and recorded in Record Book 3805, page 563, Berks County Records, in which the County of Berks granted and conveyed the large tract unto Penn Eastern Rail Lines, Inc., a copy of which deed is attached hereto and made a part hereof as Exhibit "C" (the "Existing Deed"); and

WHEREAS, the Borough of Boyertown Subdivision and Land Development Ordinance, No. 14-95, adopted November 6, 1995, as thereafter amended ("Boyertown SALDO"), at Section 2.00, provides in relevant part that, after the effective date of the Boyertown SALDO, no

subdivision of any lot, tract or parcel of land within the Borough shall be made except in accordance with the provisions of the Boyertown SALDO; and

WHEREAS, the Boyertown SALDO requires the submission, review and approval of a subdivision plan whenever a parcel is proposed to be subdivided; and

WHEREAS, the conveyance of the Property to the Borough separate from the large tract described in the Existing Deed constitutes a subdivision under the provisions of the Boyertown SALDO; and

WHEREAS, the Boyertown SALDO further provides, at Section 8.21, that the Borough Council of the Borough of Boyertown ("Borough Council") is authorized to grant modification of the requirements of one or more provisions of the Boyertown SALDO if the literal enforcement of such provision or provisions will exact undue hardship, provided that such modifications will not be contrary to the public interest and that the purpose and intent of the Boyertown SALDO is observed; and

WHEREAS, the Borough Council finds that an undue hardship exists with respect to enforcement of the provisions of the Boyertown SALDO requiring subdivision plan approval in order to subdivide the Property from the large tract described in the Existing Deed because of the peculiar conditions pertaining to the Property; and

WHEREAS, the Borough Council finds that waiver of the provisions of the Boyertown SALDO which require subdivision plan approval in order to subdivide the Property from the large tract described in the Existing Deed would not be contrary to the public interest and that the purpose and intent of the Boyertown SALDO would be observed, for the following reasons:

A. The acquisition process is by way of an Agreement of Sale in Lieu of Condemnation, rather than a conventional real estate purchase;

B. The cost of subdivision plan approval, if it were required, would be borne entirely by the taxpayers of the Borough;

C. The Property is already recognized as a separate parcel by the Assessment Office of the County of Berks; and

D. The Property has been formally surveyed and described as reflected in the attached Exhibits "A" and "B", so as to accurately determine and identify the boundaries of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Boyertown, Berks County, Pennsylvania, and it is HEREBY RESOLVED AS FOLLOWS:

1. In consideration of the foregoing paragraphs, the Borough Council hereby waives the requirement of subdivision plan approval for the separation of the Property from the large tract described in the Existing Deed, as would be otherwise required by the Borough of Boyertown Subdivision and Land Development Ordinance.

2. The enactment of this Resolution authorizes the Borough Council of the Borough and the Borough's Solicitor to take such actions and execute such documents as may be necessary to carry out the purposes and intent of this Resolution including, but not limited to, carrying out all of the terms and conditions of the Agreement of Sale in Lieu of Condemnation entered into between the Borough of Boyertown and East Penn Railroad, LLC, on June 2, 2008, and such other actions as may be appropriate.

3. A copy of this Resolution with its attached Exhibits shall be recorded along with the deed for the Property.

4. Any Resolutions or parts thereof which are inconsistent with this Resolution are hereby repealed.

ADOPTED as a RESOLUTION this 3rd day of November, 2008.

BOROUGH COUNCIL
OF THE BOROUGH OF BOYERTOWN,
BERKS COUNTY, PENNSYLVANIA

By: _____
President

Attest: _____
Secretary

ASTON
SURVEYORS/ENGINEERS, INC.
44 South Chestnut Street
Boyertown, PA 19512
Phone: 610-367-6565
Fax: 610-369-0971
E-Mail: ase@dejazzd.com

BOYERTOWN RAIL YARD

September 15, 2008

All that certain parcel of land located on the Southeasterly side of a 60 ft. wide Railroad property leading from Boyertown to Pottstown owned by Penn Eastern Rail Lines, Inc., the said property being located on the Northerly and Southerly side of E. Third Street (50 ft. wide) and on the Westerly side of S. Washington Street (50 ft. wide), in the Borough of Boyertown, Berks County, Pennsylvania, described according to a Perimeter Survey Plan of the Boyertown Rail Yard as prepared by Aston Surveyors/ Engineers, Inc., Boyertown, Pennsylvania, plan no. 2053-BRYA dated September 15, 2008, and being more fully described as follows:

PURPART 1

Beginning at an iron pin set at the intersection of the Southeasterly side of a 60 ft. wide Railroad property and the Northerly side of E. Third Street. Thence from the point of beginning, leaving the side of E. Third Street, along the Railroad property, the next two courses and distances to wit:

1.) North 54° 22' 57" East 328.10 ft. to an iron pin set, a corner.

2.) North 54° 46' 57" East 62.90 ft. to an iron pin set, a corner at the Southwesterly terminus of a 14 ft. wide alley.

Thence along the terminus of the 14 ft. wide alley, and thence along the center of a 16 ft. wide alley, along the land of Peter J. & Sandra L. Haberle, a 20 ft. wide alley, the land of Duffy Moon, L.L.C., and the land of Independence Properties, L.L.C., South 37° 21' 00" East 172.32 ft. to a mag nail set, a corner on the Westerly side of S. Washington Street.

Thence along the side of S. Washington Street, the next two courses and distances to wit:

1.) South 52° 08' 53" West 5.70 ft. to a mag nail set, a corner.

2.) South 46° 14' 06" West 361.95 ft. to an iron pin set, a corner at the intersection of the Northerly side of E. Third Street.

Thence along the side of E. Third Street, North 43° 47' 44" West 226.51 ft. to the point of beginning, the line passing over an iron pin set 26.51 ft. from the last mentioned point.

Containing 1.728 Acres (75,272 SQ. FT)

EXHIBIT "A"

PURPART 2

Beginning at an iron pin set at the intersection of the Southeasterly side of a 60 ft. wide Railroad property and the Southerly side of E. Third Street, said point being located South 54° 47' 59" West 50.57 ft. along the Railroad property from the point of beginning of the above described Purpart 1. Thence from the point of beginning, along the Southerly side of E. Third Street, South 43° 47' 44" East 63.96 ft. to a mag nail set on the Westerly side of Pear Street (20 ft. wide).

Thence along the Westerly side of Pear Street, South 46° 21' 16" West 319.55 ft. to a mag nail set, a corner at the intersection of the Northerly side of Marion Street (20 ft. wide).

Thence along the Northerly side of Marion Street, North 43° 38' 44" West 109.59 ft. to a mag nail set on the Southeasterly side of the 60 ft. wide Railroad property.

Thence along the Railroad property the next two courses and distances to wit:

1.) Along a line curving to the left, having a central angle of 01° 57' 53" a radius of 985.37 ft., an arc length of 33.79 ft., a tangent of 16.90 ft., a chord bearing and distance of North 55° 21' 54" East 33.79 ft. to an iron pin set at a point of tangent.

2.) North 54° 22' 57" East 288.85 ft. to the point of beginning.

Containing 0.634 Acres (27,634 SQ. FT)

PURPART 1 and PURPART 2 (Parcel ID #33-5387-20-90-0435)

Being part of the same property as that which the County Of Berks, by a deed dated July 3, 2003 and recorded in deed book 3805 page 563 of the Berks County Records granted and conveyed unto Penn Eastern Rail Lines, Inc. The said deed is also recorded in deed book 5463 page 1675 of the Montgomery County Records.

Note: PURPART 1 and PURPART 2 (combined) as shown hereon are referred to as PARCEL NO. 17-5 in Highway Book 46 Pages 58 through 70 of the Montgomery County Records.

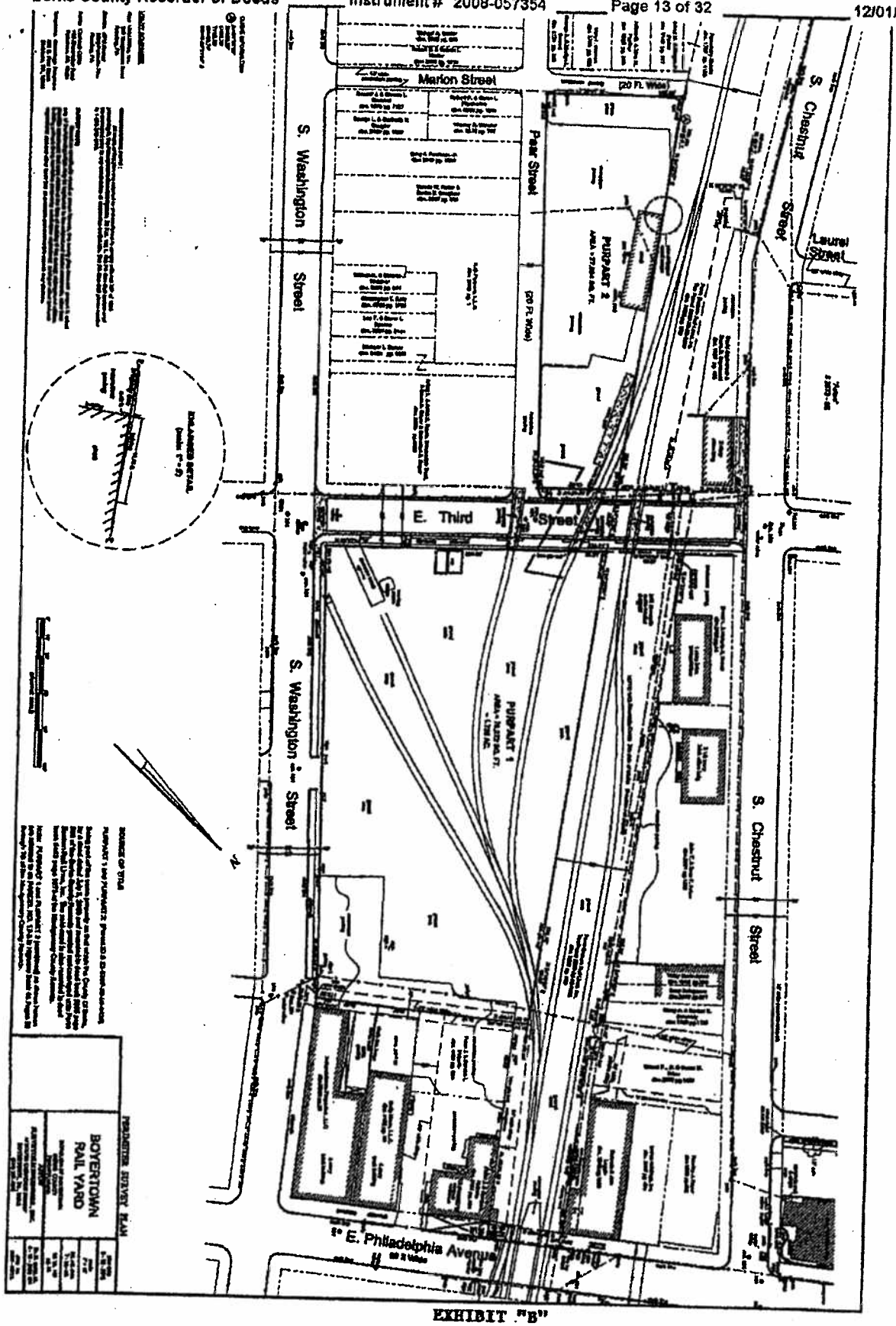

Marion Street
S. Washington Street
Pear Street
S. Chestnut Street
Laurel Street
E. Third Street
S. Washington Street
S. Chestnut Street
E. Philadelphia Avenue
PURPART 1
PURPART 2
BOYERTOWN RAIL YARD
PERIMETER SURVEY PLAN

EXHIBIT "B"

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

#50733

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	-0-
Book Number	3805
Page Number	562
Date Recorded	7/10/2003

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: JOHN C NOLAN
Telephone Number: Area Code 215, 757-4002
Street Address: 1973 Wellington Dr.
City: Langhorne
State: PA
Zip Code: 19047

B TRANSFER DATA

Date of Acceptance of Document:

Grantor(s)/Lessor(s): County of Berks
Street Address: 633 Court St.
City: Reading, State: PA, Zip Code: 19601

Grantee(s)/Lessee(s): Penn Eastern Rail Lines Inc
Street Address: 1973 Wellington Dr.
City: Langhorne, State: PA, Zip Code: 19047

C PROPERTY LOCATION

Street Address: USR-Line #909 (RAILROAD)
City, Township, Borough: Colebrookdale Twp Douglass Twp
County: Berks/Montgomery
School District: Boyertown
Tax Parcel Number: N/A Boyertown Boro

D VALUATION DATA

1. Actual Cash Consideration: $177,000
2. Other Consideration: + 0
3. Total Consideration: = 177,000. *
4. County Assessed Value: N/A
5. Common Level Ratio Factor: x N/A
6. Fair Market Value: = N/A

E EXEMPTION DATA

7a. Amount of Exemption Claimed: 0
7b. Percentage of Interest Conveyed: 100%
* 80% = 141,600 to Berks Co.

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.
- ☐ Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Please explain exemption claimed, if other than listed above.) 70% Douglass Twp Colebrookdale Twp 30%, Boyertown Boro. 10% State Tax paid in Montgomery Co. 80% Berks 20% Montgomery

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: John C Nola AFFIDAVIT ENCLOSED
Date: 7/10/03

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

RL 3805 PG 0562

EXHIBIT "C"

14.00
14.00
.50
10.00
2.00
3.00
14.00

QUIT CLAIM DEED

013789

03 JUL -9 PM 2:24

Made this 3rd day of July, 2003, between the COUNTY OF BERKS, hereinafter called the GRANTOR, and PENN EASTERN RAIL LINES, INC., with offices at 1973 Wellington Drive, Suite 1, Langhorne, Pennsylvania, 19047, hereinafter called GRANTEE.

WITNESSETH, That in consideration of the sum of One Hundred Seventy-Seven Thousand Dollars ($177,000.00) in hand paid, the receipt whereof is hereby acknowledged, the said GRANTOR does hereby release and quitclaim to the said GRANTEE the said premises designated by hatching on the map attached hereto and made a part hereof, determined by the GRANTOR, in accordance with Section 7(1)(3) of the Rail Freight Preservation and Improvement Act, to be appropriate for sale for non-continued rail use.

BEING the premises heretofore

Known as USR Line Number 909, the Colebrookdale Industrial Track, conveyed by the Pennsylvania Department of Transportation to the County of Berks by Agreement No. 82001 dated June 8, 2001 and the plan of the general location recorded in Deed Book 3368, page 1828 through 1831 in the Recorder of Deeds Office, Berks County, and Deed Book 5368, Pages 1789 through 1792 in the Recorder of Deeds Office, Montgomery County. USRA Line Number 909 is the same property which is the subject of the Agreement of Sale Number PC-1425-03 dated July 3, 2003 between GRANTOR and GRANTEE.

IN WITNESS WHEREOF, said GRANTOR has hereunto set its hand and seal, the day and year first above written.

COUNTY OF BERKS

ATTEST: Christopher M. Brumbach

Christopher M. Brumbach, Chief Clerk

Timothy A. Reiver, Chairman
Berks County Board of Commissioners

6400177799 4(N)
1600114079 97(N)

REGISTERED

~~0051631P01675~~

1L3805P60563

AFFIDAVIT SUBMITTED

Berks County Recorder of Deeds Instrument # 2008-057354 as Record Page 16 of 32 12/01/2008 01:13:34 PM

Total value: $177,000.00
80% Berks County 141,600
20% Montgomery Co 35,400
80% Pottstown 28,320.00
20% West Pottsgrove 7,080.00

by John C Wisler
President
7/9/03

END ACQUISITION
M.P. 8.60
COLEBROOKDALE TOWNSHIP
BERKS COUNTY

Pottstown Boro
REALTY TRANS TAX PAID
STATE 1770.00
LOCAL 2832.00
PER

POOR ORIGINAL

BEGIN ACQUISITION
M.P. 0.00
POTTSGROVE TOWNSHIP
MONTGOMERY COUNTY

W. Pottsgrove Twp.
REALTY TRANS TAX PAID
STATE
LOCAL 70.80
PER

#5163P61676
#L 3805P60564



LOCATION MAP

Berks County Recorder of Deeds Instrument # 2008-057354 Page 17 of 32 12/01/2008 01:13:34 PM

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BERKS :

On this 3rd day of July, 2003, before me, the undersigned officer, personally appeared Timothy A. Reiver, who acknowledged himself to be the Chairman of the Berks County Board of Commissioners and that he as such Chairman of the Berks County Board of Commissioners, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the County by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARIAL SEAL
BARBARA A. CROSSLEY, Notary Public
Reading, Berks County
My Commission Expires 1-6-2006

Barbara A. Crossley
Notary Public
My Commission Expires: _____

I certify that upon recording, the within instrument should be mailed to GRANTEE at:
1973 Wellington Drive, Suite 1, Langhorne, Pennsylvania, 19047

RECORDER'S OFFICE
BERKS COUNTY, PA

Marjorie Rickenbach

L3805PG0565

L3789
#3789
W.POTTSGROVE TWP 70.00
POTTSTOWN BORO 233.20
STATE STAMP 1770.00
TOTAL 2124.00
CHECK 2124.00
CHANGE 0.00
ITEM 3
07-09-03 WED #1 CASH-11 2977 14:30TH

DB5463PG1677

MONTGOMERY COUNTY, PA SS.
I HEREBY CERTIFY THAT THE FOREGOING AND ANNEXED IS A FULL, TRUE AND CORRECT COPY AS THE SAME APPEARS OF RECORD AND RECORDED 7-9-03 IN DEED BOOK NO. 5463 PAGE 1675
WITNESS MY HAND AND OFFICIAL SEAL THIS 9th DAY OF July A.D. 2003
DEPUTY RECORDER OF DEEDS
Edward K. Miller

'IL3805PG0566

No Realty Tax $/446.00

RECORDED IN BERKS PA
RECORDER OF DEEDS

3805		
562		
507338		
REC:	07-10-2003	10:00
RELEASE		14538
FEE		$15.00
MERI		$0.50
AFFORDABLE HOUSING		$11.50
RECORDS MGMT		$5.00
JUDICIAL FEE		$30.00
74 PAGES @ 1P		$685.00
15 COLLATED @		$141.00
13 BACK		$70.00
12 FRONT @		$708.00
2 CITIES		
COPIES	@ 1.00	$2.00
CHECK #		2221
ST		$1,462.00
CNTY		$462.00
LIB		$0.00

RECORDER OF DEEDS
BERKS COUNTY
READING, PA 19601
ELLIE SNYDER

CNTY $462.00
RCD 07-10-2003 14:10 RECEIPT# 10.00
$5.00
$350
$15.50

WL3805PG0567

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BERKS :

On this, the 21st day of November, 2008, before me, the undersigned officer, a notary public in and for said county and state, personally appeared Patricia A. Spaide who acknowledged herself to be the Manager/Secretary for the Borough of Boyertown, and that she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
SUSAN M. EHRLICH, NOTARY PUBLIC
SPRING TOWNSHIP, BERKS COUNTY
MY COMMISSION EXPIRES SEPT. 30, 2011

REV-183 EX (11-04)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY
State Tax Paid
Book Number
Page Number
Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT – All inquiries may be directed to the following person:

Name	Telephone Number:
Christopher J. Hartman, Esquire	(610) 779-0772

Street Address	City	State	Zip Code
1100 Berkshire Blvd., Suite 301	Wyomissing	PA	19610

B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s)	Grantee(s)/Lessee(s)
East Penn Railroad, LLC	Borough of Boyertown
Street Address	**Street Address**
1973 Wellington Drive	100 South Washington Street

City	State	Zip Code	City	State	Zip Code
Langhorne	PA	19047	Boyertown	PA	19512

C. PROPERTY LOCATION

Street Address	City, Township, Borough
Parcel on southeasterly side of 60' wide railroad prop.	Borough of Boyertown

County	School District	Tax Parcel Number
Berks	Boyertown	5387-20-90-0435

D. VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
$340,000.00	+ 0.00	= $340,000.00
4. County Assessed Value	**5. Common Level Ratio Factor**	**6. Fair Market Value**
$ 159,400.00	x 1.52	= 242,288.00

E. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
100%	100%

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- ☒ Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.
- ☐ Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
	11/24/08

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

CERTIFICATION

BOROUGH OF BOYERTOWN

OFFICE OF THE BOROUGH MANAGER

I, Patricia A. Spaide, Borough Manager/Secretary of the Borough of Boyertown, Commonwealth of Pennsylvania, hereby certify that the attached Resolution Number 2008-6-2 is a true and correct copy of the resolution adopted by Boyertown Borough Council, Berks County, Pennsylvania at a duly advertised Borough Council Meeting held on June 2nd, 2008.

Given under my hand and the Seal of the Borough of Boyertown, County of Berks, Commonwealth of Pennsylvania, this 19th, day of November 2008, Boyertown, Pennsylvania.

PATRICIA A. SPAIDE

Patricia A. Spaide

Borough Manager/Secretary

RESOLUTION NO. 2008-6-2

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF BOYERTOWN, BERKS COUNTY, PENNSYLVANIA, AUTHORIZING THE CONDEMNATION OF CERTAIN REAL ESTATE LOCATED IN THE BOROUGH OF BOYERTOWN NECESSARY FOR PUBLIC WORKS AND APPROVING AN AGREEMENT OF SALE TO PURCHASE SAID LAND IN LIEU OF CONDEMNATION.

BE IT RESOLVED by Borough Council of the Borough of Boyertown, Berks County, Pennsylvania, and it is HEREBY RESOLVED AS FOLLOWS:

1. The Borough of Boyertown, Berks County, Pennsylvania ("Borough") hereby authorizes the condemnation of certain real estate located in the Borough pursuant to the Pennsylvania Eminent Domain Code 26 P.S. §1-101, as amended, and pursuant to 53 P.S. §46501 of the Borough Code allowing the Borough to condemn certain real estate for public works.

2. The certain real estate being condemned is located in the Borough of Boyertown and is described more fully in the Agreement of Sale in Lieu of Condemnation attached to this Resolution.

3. The enactment of this Resolution authorizes the Borough Council of the Borough and the Borough's Solicitor to take such actions and execute such documents as may be necessary to carry out the purposes and intent of this Resolution including, but not limited to, executing the Agreement of Sale in Lieu of Condemnation attached to this Resolution, carrying out all of the terms and conditions of said Agreement, and such other actions as may be appropriate.

4. Any Resolutions or parts thereof which are inconsistent with this Resolution are hereby repealed.

ADOPTED as a RESOLUTION this 2nd day of June, 2008.

BOROUGH COUNCIL
OF THE BOROUGH OF BOYERTOWN,
BERKS COUNTY, PENNSYLVANIA

By: _____
President

Attest: _____
Secretary

Boyertown AOS-Clean 6-3-08

AGREEMENT OF SALE
IN LIEU OF CONDEMNATION

1. **THIS AGREEMENT**, dated the 2nd day of June, 2008 ("Effective Date") is between **EAST PENN RAILROAD, LLC**, called **SELLER and the BOROUGH OF BOYERTOWN**, called **BUYER**, who has determined that the acquisition of the property is necessary for public improvement for public purposes and which has authorized condemnation of the property if the parties could not otherwise agree upon the terms and conditions for an amicable sale.

2. **PROPERTY – SELLER** hereby agrees to sell and convey All That Certain lot or piece of ground with buildings and improvements thereon erected, if any, at the corner of Third and Washington Streets together with the triangular part South of Third Street along Pear Street all of which is on tax parcel 33-5387-20-90-0435 and a portion of Record Book 3805 page 0562 Berks County records and more fully shown on Exhibit "A" attached hereto and made a part of this agreement (the "Property"). The Property is zoned C-2, Secondary Commercial District.

3. **TERMS**

   A. **THE PURCHASE PRICE IS Three Hundred Forty Thousand ($340,000) U.S.DOLLARS** which will paid to **SELLER** by **BUYER** as follows:

      1. Cash or cashier's or certified check at signing of this Agreement (the "Down Payment") $ 27,000.00

      2. Cash or cashier's or certified check at Settlement $243,000.00

      3. **SELLERS** ASSIST – Seventy Thousand Dollars ($70,000.00) by **SELLER** crediting the amount of $70,000.00 to **BUYER** at Settlement as a charitable contribution $ 70,000.00

      TOTAL $340,000.00

   B. **DEPOSITS** to be held by

      Attorney Christopher J. Hartman

   C. **SELLER'S** written approval to be on or before June 13, 2008

   D. **SETTLEMENT** to be on November 30, 2008 or earlier if **BUYER** and **SELLER** agree ("Settlement").

   E. **CONVEYANCE** from **SELLER** will be by fee simple quitclaim deed in lieu of condemnation to be prepared by Seller.

F. **PAYMENT** of transfer taxes based upon a purchase price of $340,000 will be divided equally between **BUYER** and **SELLER**, if any transfer taxes are due. Any transfer taxes incurred as a result of an assignment of this Agreement by the Buyer shall be the responsibility of Buyer.

G. **ADJUSTMENTS** will be made at time of Settlement on a pro rata daily basis between **BUYER** and **SELLER** reimbursing where applicable, real estate taxes on a fiscal basis, rents, water and sewer fees, and any other municipal services.

H. Any subdivision of the Property which may be required shall be the responsibility of **BUYER** at its sole expense. **SELLER** agrees to cooperate in obtaining such approvals.

4. **FIXTURES and EQUIPMENT and INFRASTRUCTURE. SELLER** shall have the right but not the obligation to remove rail tracks, ties and ballast from the Property which removal shall be completed within ninety days (90) after Settlement. The aforesaid removal shall be completed in such a way and manner that will leave the Property at an even grade. It is specifically agreed that the vintage, circa 1925, crane and supporting base at the corner of Third and Washington Streets shall remain intact.

5. **DATE** of Settlement is of essence; however, it may be extended by mutual consent of **BUYER** and **SELLER.**

6. **CONTINGENCIES**

A. **ENVIRONMENTAL –BUYER** shall have a "due diligence period" of 60 days from the Effective Date to conduct any and all necessary tests to determine whether there are any historical or current, potential, or recognized environmental conditions (pursuant to American Society for Testing and Materials document E 1527-05) on the Property either visible or underground, as defined by Pennsylvania Department of Environmental Protection or the United States Environmental Protection Agency. **BUYER** may extend the due diligence period of 60 days with written authorization from the **SELLER. BUYER** at **BUYER'S** expense shall retain and pay for the professional services necessary to conduct such tests and the opinion and determination of the professional service retained shall be the exclusive and only factors in determining whether **BUYER** elects to terminate this Agreement because of said recognized environmental conditions. Upon receipt of the environmental report, **SELLER** may at its option, elect to remediate any recognized environmental conditions to enable the settlement to proceed. Any such remediation work must be approved and cleared by the professional representative of the **BUYER** and be performed in accordance with all State, Local and/or Federal requirements. If **SELLER** elects not to remediate any environmental conditions, **BUYER,** may accept the Property as is or declare this Agreement null and void with any down money paid by returned to **BUYER.** Prior to any entry on the Property, **BUYER** shall provide **SELLER** with a

certificate of liability insurance for at least $1,000,000 naming **SELLER** as an additional insured.

B. **SELLER'S COOPERATION – SELLER** shall make available to **BUYER** any and all information, reports, knowledge, either written or other that it may have or know about any conditions, substance or other potential hazard that may be on the Property or was at any time on the Property.

C. **Title –**

1. The Property is to be conveyed free and clear of all liens, encumbrances, and easements, **EXCEPTING HOWEVER** the following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any; otherwise the title to the above described real estate will be good and marketable and such as will be insured by a reputable title insurance company at the regular rates.

2. In the event that a good and marketable title, subject as aforesaid, cannot be given by the **SELLER** to the **BUYER, SELLER** may at its option, clear the title or rescind this Agreement and the Down Payment shall be returned to **BUYER** whereupon the parties shall be released from all liability and this Agreement shall be void.

7. **STATUS OF WATER –BUYER** shall inquire of Boyertown Water Authority to confirm that the Property is or can be served by public water.

8. **STATUS OF SEWER – BUYER** shall inquire of its own representatives as to whether the Property is or can be served by public sewer.

9. **NO REPRESENTATIVES OR WARRANTIES BY THE SELLER** – It is hereby understood between the parties hereto that the Property has been inspected by the **BUYER** or the **BUYER's** agent and that the same is being purchased as a result of such inspection and not as a result of any representations made by the **SELLER** or any selling or other agent of the **SELLER**. The **SELLER** makes no representation or warranty to the **BUYER**, express or implied, that the Property is free from hazardous or toxic substances, material or wastes which are or become regulated by federal, state or local governmental authority or that the Property is in compliance with any federal, state, or local environmental laws or regulations.

10. **LEASES – SELLER** represents and warrants that **SELLER** has executed and currently has three (3) leases for parking spaces or other uses as set forth in Exhibit B and **SELLER** shall within 30 days of execution of this Agreement provide **BUYER** with copies of those leases, two of which are terminable upon 30 days' notice and the

third upon 90 days' notice. **SELLER** further agrees that **SELLER** shall not enter into any rental or lease agreements after the date of execution of this Agreement.

11. **NOTICES AND ASSESSMENTS**

A. **SELLER** represents, as of the acceptance date of this Agreement, that no public improvement assessments have been made against the Property which remain unpaid and that no notice by any government or public authority has been served upon the **SELLER** or anyone on the **SELLER'S** behalf, including notices relating to violations of zoning, building, safety, or fire ordinances which remain uncorrected unless otherwise specified herein.

B. Any notice of improvements or assessments received on or before the Effective Date of **SELLER'S** acceptance of this Agreement, unless improvements consist of sewer or water lines not in use, will be the responsibility of the **SELLER**. Any notices received thereafter will be the responsibility of the **BUYER**.

12. **SURVEY** – Any survey or surveys which may be required by the title insurance company or abstracting attorney for the preparation of an adequate legal description of the Property will be secured and paid for by **BUYER** and any survey or surveys desired by **BUYER** or required by any State, County or other governmental agency for funding or grants will also be paid for and secured for by **BUYER**.

13. **BROKERS AND AGENTS** – **SELLER** and **BUYER** warrant and represent that there have been no agents, brokers or other persons to whom a commission or fee is owed or payable.

14. **POSSESSION** - Possession to be delivered by executed deed at the time of settlement, and the acceptance by **BUYER** of such executed deed shall constitute an acknowledgment by **BUYER** of the full performance by **SELLER** of the terms of this Agreement.

15. **NOTICES** - All notices shall be mailed by certified mail or recognized overnight courier served to and upon the parties to this Agreement at the address each party regularly does business.

16. **AGREEMENT** - The whole agreement between the parties is herein written and the parties are not bound by any agreements, undertakings or conditions except as expressly set forth herein. All additions, variations or modification to this Agreement shall be void and ineffective unless in writing signed by the parties.

17. **ASSIGNMENT** - This Agreement may not be assigned by **BUYER**.

18. **GOVERNING LAW** - This Agreement shall be construed and interpreted in accordance with laws of the Commonwealth of Pennsylvania.

EXHIBIT A

Copy of Tax Map Showing Land Conveyed.

Tax Map

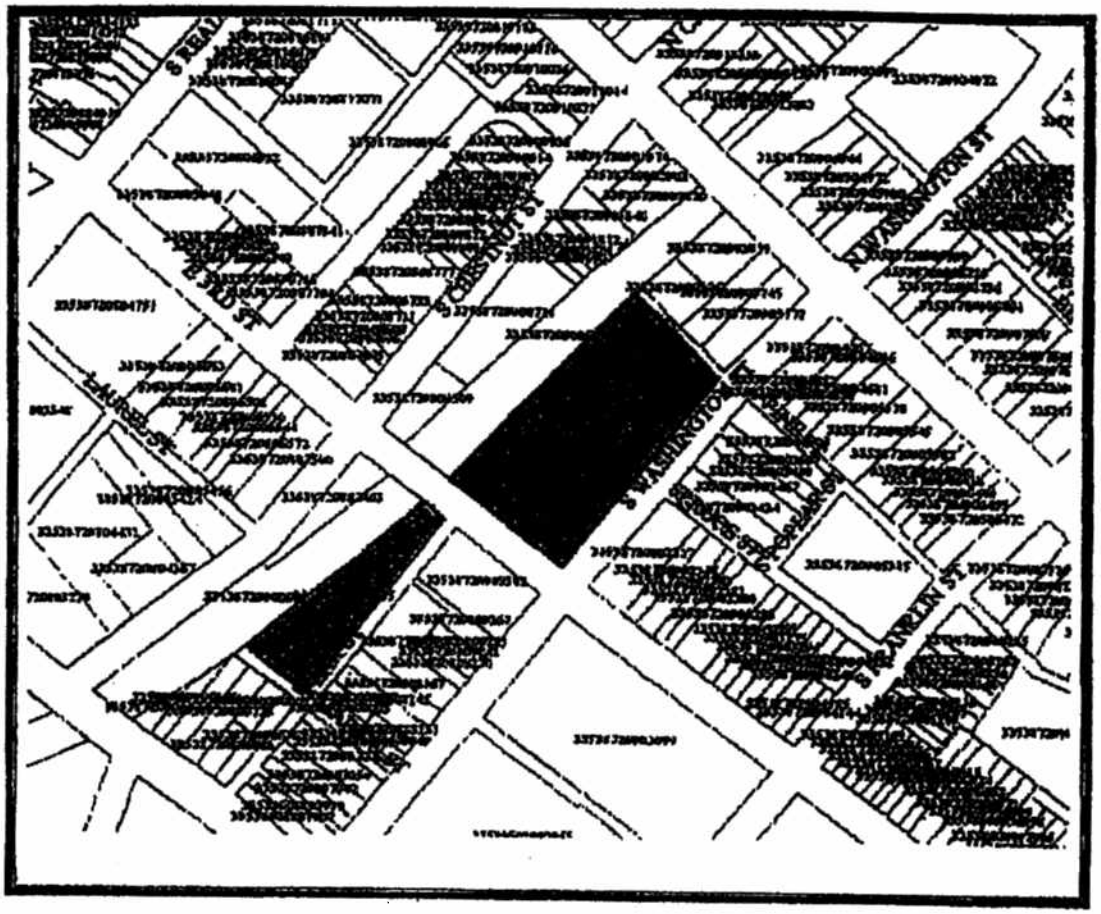


EXHIBIT "A"

EXHIBIT B

Copy of Listing of Leases

1. Susan B. Xander d/b/a Curves dated May 30, 2006, 30 days' notice of termination.
2. Country Home Real Estate dated March 9, 2007, 30 days' notice of termination.
3. NJB Partners, LP dated April 1, 2000, 90 days' notice of termination.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written intending to be legally bound hereby.

ATTEST/WITNESS:

Diane Klein

Patricia A Spaide
Secretary

PARTIES:

EAST PENN RAILROAD, LLC

By: _____
BOB PARKER, PRESIDENT
(SELLER)

BOROUGH OF BOYERTOWN

By: _____
FRANK DEERY, COUNCIL PRESIDENT
(BUYER)

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB DOCKET NO. AB-1020X

EAST PENN RAILROAD, LLC
-ABANDONMENT EXEMPTION-
IN BERKS AND MONTGOMERY COUNTIES, PA

VERIFIED STATEMENT OF GARY E. LANDRIO

I, Gary E. Landrio, submit this Verified Statement in support of Berks County's Offer of Financial Assistance and Request to Set Financial Terms and Conditions in response to the proposed abandonment by East Penn Railroad, LLC ("ESPN") of the Colebrookdale Line of Rail (the "Line") in Berks and Montgomery Counties, PA.

I make this Verified Statement based upon my skill, knowledge, training and experience in the freight railroad industry, specifically my experience with valuing short line segments similar to the Colebrookdale Line. My professional resume is annexed hereto as Exhibit Landrio-1.

As amended and supplemented herein, I incorporate by reference my Verified Statement dated September 8, 2008 ("Landrio VS 1") and my Verified Valuation Update dated November 7, 2008 ("Landrio VS 2").

In Landrio VS 1, I indicated that one of several questions arising out of ESPN's petition for abandonment authority, and not answered with sufficient backup material to verify its accuracy, concerns the Net Salvage Value ("NSV") of the Line. The NSV, together with the Real Estate Value ("REV"), comprise the Line's Net Liquidation Value ("NLV"). The NLV, in turn, is the major component of the Line's Total Return on Value ("TRV" or "Opportunity Cost"), against which the Line's potential for profitability is measured. In Landrio VS 1, I relied on certain assumptions contained in ESPN's petition which have now changed significantly based upon newly acquired evidence which was not available to me at the time of my September 8th Verified Statement. Since that time I have also taken the opportunity to physically inspect the Colebrookdale Line by walking it along with appraiser Matt Cremers on December 18, 2008.

a. Changed assumption re: Net Salvage Value of Track Materials

My first changed assumption concerns the scrap value of the steel. Whereas ESPN claims an NSV for track and related materials of $1,082,000 based upon a July 2008 contract with The Tie Yard of Omaha, my subsequent investigation reveals that there has been a significant downturn in the scrap metals market which negatively affects the residual value of the 1,884 tons of salvage steel ESPN hopes to sell on the wholesale market.

As per the accompanying American Metals Market (AMM) price index report of December 22, 2008, annexed hereto as Exhibit Landrio-2, my updated valuation of track materials, is reflected in the following table:

Item	Net tons	Market Price		Total Value
Relay 100#	670 tons	$700 per n/t	=	$469,000
Relay 90#	190 tons	250 per n/t	=	47,500
Reroll Rail	400 tons	250 per n/t	=	100,000
Scrap Rail	257 tons	141.50 per n/t*	=	36,365
Scrap OTM	367 tons	168.50 per n/t*	=	61,839
Totals	1,884 tons			$714,704

*= Delivered to Philadelphia, PA

American Metal Market pricing for Scrap Rail is $179 n/t, with truck freight at $37.50 per n/t resulting in a net of $141.50. Their pricing for OTM is $206 n/t resulting in a net of $168.50 n/t delivered to the user in Philadelphia. As a railroad consultant, I consider the American Metal Market index to be a reliable source for the value of scrap commodities such as steel. The Board should take official notice of this information.

Applying the current per ton price to the quantity of steel potentially available for salvage (1,884 tons) yields a gross salvage value ("GSV") of $714,704 (see above table). Adding $53,100 for what I estimate to be the GSV of

the Line's landscape quality ties (17,700 ties x $3 per tie) produces a GSV for track materials of $767,804. To determine the NSV I then deducted the cost of dismantling the track structure. I contacted Phil Pietrandrea of Unitrac Railroad Materials, Inc., who provided me with a removal cost quote of $12,000 per mile for 110 lb. or lighter rail. I am attaching to my statement a copy of the email I received from Mr. Pietrandrea as Exhibit Landrio-5. Multiplying 8.6 miles of track at a removal cost of $12,000 per mile and deducting that figure ($103,200) from the track materials GSV of $767,804 results in an NSV for track materials of $664,604.

b. Changed assumptions re: Crossing restoration and Bridge Removal Costs

Regarding crossing and bridge removal, my inspection of the Line revealed that there are six grade crossings two of which are signalized, and twelve bridges. Nine of these bridges are over roadways and three cross waterways. I instructed a member of my staff to contact the Pennsylvania Public Utility Commission and Kovalchik Slavage Company to obtain up-to-date information about these removal costs. My associate learned that restoration of a grade crossing without signals runs about $3,000 per crossing and that the signal removal cost runs an additional $2,000 per crossing. Accordingly, I determined that $22,000 should be deducted to reflect the six crossings involved here. My associate also confirmed that the

average cost to remove a bridge varies depending upon the bridge's length, height, and width and ranges from about $65,000 to over $100,000 per bridge for a 30-foot wide span. Accordingly, I figured the total bridge removal costs at a conservative $65,000 per bridge, for a total of $390,000.

c. Changed assumption re: Real Estate Fair Market Value

Relying on ESPN's representation that it holds marketable title to 60.8 acres on the Line, I previously calculated the FMV of ESPN's land holdings as $317,376. See, Landrio VS 1 at 7.

I have subsequently reviewed the Affidavit of licensed real estate attorney Edwin Stock ("Stock Affidavit") and the Appraisal Report certified real estate appraiser Matt Cremers as well as the Colebrookdale Rail Line Valuation Maps of ESPN's predecessors on file with the National Archives in College Park, MD. See, "Valuation Maps" annexed hereto as Exhibit Landrio-3.

My review of the Valuation Maps is summarized in the accompanying document entitled "Colebrookdale Branch Title Information", annexed hereto as Exhibit Landrio-4. My review revealed that only 22 parcels of land were conveyed by 12 Deeds to ESPN's predecessors. Per the legal opinion of Edwin Stock (See, "Stock Affidavit"), only those 12 Deeds evidence transfer of a fee simple interest to the railroad. For the reasons set forth in the Stock Affidavit, none of the releases

or charters evidence transfer of a fee simple interest, or, to put in into terms relevant to this proceeding, they convey no marketable title or interest in the land.

Cumulatively, the 22 parcels to which ESPN holds a marketable fee simple interest total 12 acres or 19% of the Lines 64 acres, essentially the obverse of ESPN's undocumented representation in its petition that it holds marketable title to 95% of the Line. Per the Cremers Appraisal the 22 parcels have a total across-the-fence ("ATF") market value of $219,000. I have no basis for disagreeing with his Appraisal.

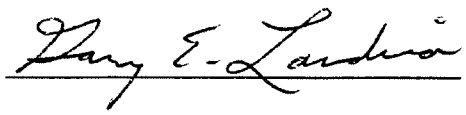
d. Changed assumption re: Line's Net Liquidation Value

Including bridge removal costs (See, "Section b", supra), I thus recalculate the Line's NLV as $596,804. The foregoing opinions are expressed within a reasonable degree of professional certainty.

VERIFICATION

Pursuant to 28 U.S.C. 1746, I declare and verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: December 22, 2008.



Gary E. Landrio

EXHIBIT LANDRIO 1

RESUME

Gary E. Landrio – Assistant Vice President

Education
BPS, Transportation, Clarkson University, Potsdam, NY, 1975

Affiliations & Memberships
Transportation Research Board Comm. Secretary
APTA Streetcar Committee, AREMA, ASLRRA

Years of Experience 32

Years with Firm 12

Professional Experience

In January 1997, Mr. Landrio joined with Harvey Stone in the formation of Stone Consulting & Design, Inc., a firm dedicated to providing consulting and design services to the railroad and transit industries. Through Stone Consulting & Design, Mr. Landrio served as the Chief Engineer for the Western New York & Pennsylvania Railroad from 2001 to 2004. He helped to create and rebuild this 187-mile long line from abandoned trackage between Meadville, PA and Hornell, NY, into a hauler of unit coal trains.

Prior to joining SC&D, Mr. Landrio was with Northwest Engineering where he developed and expanded their rail consultation and engineering services. He was responsible for the growth of rail-related activities, including railroad line acquisition, rail operator selection, engineering project management, tourist railroad economics, property management, and marketing consultation services.

In June 1985 he formed the 150-mile Allegheny Railroad. As General Manager, Mr. Landrio was responsible for converting the ex-Conrail Emporium Secondary, abandoned in 1981 into a high-volume unit-train route of forest products for owner Hammermill Paper Company. He managed the $12 million rebuild of the line to FRA Class 3.

Mr. Landrio's railroad career began in 1975 as a Railroad Freight Agent, then as General Manager for the St. Lawrence RR. Mr. Landrio designed an intermodal terminal, developed a new switching yard, and handled the rebuilding projects on several railroads. As the Superintendent of Transportation for the Maryland and Pennsylvania Railroad, Mr. Landrio conducted an extensive program of streamlining operations and enhancing revenues. He was employed by the Leastek Funding Group as Assistant Vice President between 1983 and 1984. Mr. Landrio has established over twenty new shortline railroads. He has been an advocate for cost effective and creative urban and commuter transit solutions.

Westmoreland County Industrial Development Corporation, Greensburg, Pennsylvania
We helped two counties acquire trackage from two Class One railroads and developed a plan to integrate the operations under a new shortline operator. Fourteen years later we are still working with the IDC to develop grants and new customer opportunities.

Greater Erie Industrial Development Corporation, Erie, Pennsylvania
Developed a plan to take the former Hammermill Paper Company Erie plant site and redevelop it for new industrial uses. Helped acquire additional trackage from CSX transportation and assisted in the site development resulting in now more rail traffic than when the paper mill existed.

Western New York & Pennsylvania Railroad, Falconer, New York
We developed feasibility and operational plans convincing Norfolk Southern to lease the railroad from Hornell, NY to Meadville, PA to a new shortline company. Our team established a three layer transaction to relieve the line of over $1,500,000 of property taxes each year. We then assisted to procuring over $14,000,000 of rehabilitation grants from two states and the Federal Economic Development Administration for the rehabilitation of the track. The result is Norfolk Southern now using the route to save two days transit time on unit coal train operations.

Tioga County IDA, Owego, New York
Conducted a physical and management review of the operations of the Tioga Central Railroad. This resulted in our implementing an operation selection process and developing both new grants and customers for the railroad.

R. J. Corman Snowshoe Branch Reconstruction, Wallaseton, Pennsylvania
We conducted real estate assessment of the title problems to restore track on an abandoned rail corridor. Now we are evaluated the environmental requirements for an STB application to reconstruct 18 miles on line.

EXHIBIT LANDRIO 2

AMERICAN METALS MARKET PRICE INDEX REPORT

AMM NONFERROUS SCRAP PRICES

Prices effective Friday, December 19, 2008

Estimated dealer buying prices, in ¢/lb. delivered to yard. Montreal and Toronto prices are in Canadian currency

COPPER

	Atlanta	Boston	Buffalo	Chicago	Cincinnati	Cleveland	Detroit	Houston	L.A.	N.Y.	Philly	P'burgh	S.F.	St. Louis	Montreal	Toronto
No. 1 heavy copper and wire	100-115	100-115	100-115	100-115	90-105	100-115	100-115	100-115	95-110	100-115	100-115	100-115	90-105	100-115	115-130	115-130
NO. 2 HEAVY COPPER AND WIRE	70-85	85-100	85-110	80-95	70-85	85-100	85-95	85-95	80-90	85-95	90-105	90-105	85-95	95-110	100-115	100-115
Light copper	65-75	80-90	90-100	70-80	60-70	75-85	75-85	75-85	70-80	75-85	80-90	85-95	60-70	85-95	85-95	95-105
RED BRASS SOLIDS	60-70	70-80	70-80	60-70	45-55	70-80	70-80	60-70	60-70	60-70	70-80	60-70	50-60	70-80	70-80	90-100
Red brass turnings, borings	45-55	60-70	65-75	50-60	45-55	65-75	40-50	40-50	55-75	50-60	50-60	35-45	50-60	60-70	70-80	
Cocks and faucets	60-60		65-75	35-45	35-45	35-45	35-45	35-45	35-45	45-55	50-60	35-45	30-40	45-55	65-75	55-65
Brass pipe	45-55	90-100	65-75	45-55	45-55	35-45	35-45	50-60	35-45	50-60	70-80	35-45	30-40	50-60	70-80	
YELLOW BRASS SOLIDS	35-45	35-45	35-45	35-45	40-50	40-50	35-45	40-50	35-42	35-45	45-55	30-40	25-35	35-45	55-65	55-65
Mixed yellow brass turnings, borings	20-30	25-35	30-40	25-35	20-30	35-45	25-35	25-35	25-35	25-35	25-35	25-35	25-35	25-35	40-50	35-45
Yellow brass rod ends	60-70	60-70	60-70	60-70	50-60	60-70	50-60	60-70	40-50	60-70	60-70	35-45	30-40	60-70	60-70	
Yellow brass rod turnings	35-45	50-70	60-70	50-60	50-60	60-70	50-60	60-70	40-50	60-70	60-70	35-45	30-40	60-70	60-70	
70-30 brass clips	35-45	65-75	65-75	65-75	65-75	65-75	65-75	65-75	35-45	65-75	65-75	65-75	30-40	65-75	65-75	
AUTO RADIATORS (UNSWEATED)	70-80	50-60	50-70	45-55	45-55	35-45	40-50	70-80	30-40	35-45	65-75	35-45	25-35	60-70	65-75	
High-grade bronze gears	50-60	95-105	50-60	65-75	70-80	90-100	90-100	75-85	30-40	55-65	80-90	70-80	25-35	60-70	70-80	65-75
High-grade leaded bronze	65-75			70-80	45-55	85-95	55-65	40-50	25-35			45-55	35-45	70-80		
Manganese bronze solids	35-45	60-70	35-45	35-45	30-40	50-60	35-45	40-50	25-35	55-65	55-65	45-55	25-35	25-35	60-70	65-75
Miscellaneous nickel-"silver" solids	40-50	60-70	35-45	45-55	30-40	35-45	70-80	35-45	25-35	50-60	60-70	45-55	25-35	25-35	65-75	
Manganese bronze turnings	30-40	35-45	35-45	35-45	25-35	25-35	25-35	25-35	25-35	35-45	30-40	40-50	25-35	25-35	30-40	40-50

ALUMINUM

	Atlanta	Boston	Buffalo	Chicago	Cincinnati	Cleveland	Detroit	Houston	L.A.	N.Y.	Philly	P'burgh	S.F.	St. Louis	Montreal	Toronto
Segregated low copper clips	15-20	25-30	25-30	25-30	15-20	25-30	25-30	25-30	20-25	25-30	30-35	30-35	15-20	20-25	25-30	25-30
Mixed low copper clips	10-20	20-25	25-30	20-25	15-20	20-25	20-25	20-25	15-20	20-25	25-30	25-30	10-15	15-20	20-25	20-25
Mixed clips	10-20	10-15	20-25	15-25	10-15	15-20	25-30	20-25	15-20	20-25	20-25	25-30	10-15	10-15	20-25	20-25
Aluminum borings, turnings, clips and dry	10-15	10-15	10-15	10-15	10-15	15-20	10-15	10-15	10-15	15-20	10-15	15-20	10-15	10-15	10-15	10-15
Old aluminum, sheet and cast	15-20	10-15	20-25	15-20	15-20	15-20	15-20	20-25	15-20	20-25	20-25	20-25	10-15	10-15	20-25	20-25
Used beverage cans, clean and dry	10-15	10-15	10-15	10-15	15-20	20-25	15-20	20-25	15-20	15-20	15-20	20-25	15-20	15-20	15-20	15-20
Industrial castings	10-15	10-15	20-25	10-15		25-30	20-25	20-25		20-25	20-25				20-25	20-25
6061 aluminum solids	15-20	25-30	30-35	30-35		25-35	25-30	25-30			30-35			20-25	25-30	25-30
356 aluminum clips	10-15	25-30	25-30	20-25		20-25	20-25	20-25	20-25		20-25		15-20	20-25	15-20	20-25
356 borings, turnings, as is	10-15			10-15		15-20	20-25	10-15	15-20		15-20		10-15		15-20	20-25
Aluminum chassis	10-15		15-20	15-20			10-15	15-20		15-20					20-25	20-25
Painted aluminum siding	10-15	15-25	20-25	20-25		20-25	20-25	15-20	15-20		20-25		10-15	15-20	20-25	20-25
(a) Appraisal price																

LEAD

	Atlanta	Boston	Buffalo	Chicago	Cincinnati	Cleveland	Detroit	Houston	L.A.	N.Y.	Philly	P'burgh	S.F.	St. Louis	Montreal	Toronto
HEAVY SOFT LEAD	25-30	25-30	20-25	25-30	.....	20-25	20-25	20-25	20-25	20-25	20-25	.....	20-25	25-30	25-30	20-25
Mixed hard lead	25-30	.....	20-25	25-30	.....	20-25	20-25	20-25	20-25	.....	.....	.....	20-25	20-25	25-30	.....
Unbroken, whole old batteries			15-20	.....	.....	15-20	.....	.....	15-20	15-20	.....	15-20	15-20	.....	15-20	.....
WHEEL WEIGHTS	25-30	20-25	20-25	20-25	.....	15-20	15-20	15-20	20-25	20-25	15-20	15-20	20-25	.....	20-25	.....

ZINC

	Atlanta	Boston	Buffalo	Chicago	Cincinnati	Cleveland	Detroit	Houston	L.A.	N.Y.	Philly	P'burgh	S.F.	St. Louis	Montreal	Toronto
New zinc die cast	25-30	20-25	15-20	30-35		15-20	15-25	30-35	15-20	25-30			15-20	15-20	30-35	
OLD ZINC DIE CAST	20-25	15-20	15-20	20-25	.....	15-20	15-25	25-30	15-20	20-25	.....	.....	15-20	15-20	20-25	25-30
Old zinc scrap	20-25	15-20	15-20	25-30		15-20	15-25	25-30	15-20	20-25			15-20	15-20	20-25	
NEW ZINC CLIPPINGS, ENGRAVERS'ZINC AND LITHO SHEETS	20-25	15-20	.....	30-35	.....	15-20	20-25	30-35	15-20	.....	.....	.....	15-20	15-20	.....	.....
Zinc die cast automotive grilles		15-20	15-20	20-25		15-20	15-20	25-30						15-20	20-25	

NICKEL

	Atlanta	Boston	Buffalo	Chicago	Cincinnati	Cleveland	Detroit	Houston	L.A.	N.Y.	Philly	P'burgh	S.F.	St. Louis	Montreal	Toronto
New nickel clips and solids	290-300	290-300	280-290	290-300	290-300	290-300	290-300	290-300	280-290	290-300	290-300	290-300	280-290	280-290	280-290	280-290
Nickel turnings	260-270	250-260	250-260	260-270	260-270	260-270	260-270	260-270				260-270			230-240	
New nickel-copper alloy (e.g., Monel®) clips and solids	210-220	200-210	200-210	210-220	210-220	210-220	210-220	210-220	200-210	210-220	210-220	210-220	200-210	200-210		
Nickel-copper alloy (e.g., Monel®) turnings and shavings	200-210	190-200	190-200	200-210	200-210	200-210	200-210	200-210	190-200	200-210	200-210	200-210	190-200			
Nickel-copper alloy (e.g., Monel®) castings	205-215	195-205	195-205	205-215	205-215	205-215	205-215	205-215	195-205		205-215	205-215		205-215		
Nickel-chrome-iron alloy (e.g., Inconel®) solids	220-230	220-230	220-230	220-230	220-230	220-230	220-230	220-230	210-220	220-230	210-220	220-230	210-220	210-220	180-200	180-200

Monel® and Inconel® are registered trademarks of Huntington Alloys Corp

SCRAP METALS

Estimated buying prices
(carload lots, delivered buyers' yards)
in cents per pound except as otherwise noted

BRASS MILL SCRAP

No. 1 copper	129.00*

REFINERS' COPPER SCRAP

No. 1 copper	121.00*
No. 2 copper	106.00*
Light copper	93.00*

BRASS INGOT MAKERS' SCRAP
(rev. 12/19/2008)

	East	Midwest
Copper	130.00*	118.00*
No. 1	120.00*	110.00*
No. 2	104.00*	102.00*
Light copper	97.00*	95.00*
No. 1 comp. solids (rev. 12/19/08)	90.00	87.00
Comp. borings, turnings (rev. 12/19/08)	83.00	80.00
Radiators (rev. 12/19/08)	72.00	70.00
Yellow brass solids (rev. 12/19/08)	62.00	62.00
Turnings (rev. 12/19/08)	52.00	50.00

SMELTERS' LEAD SCRAP

Buying prices heavy soft lead (cst), includes delivery to smelter
(rev. 12/02/08)

Scrap lead	$30.00-$31.00
Remelt lead	$38.00-$39.00
Whole batteries	$14.00-$15.00
Cable lead	$36.00-$37.00

SMELTERS' ZINC SCRAP
(rev. 11/21/08)

New zinc clippings	37.00-38.00
Old zinc (clean)	35.00-36.00
Die cast slab	37.00-38.00
Galvanizers' dross	33.00-34.00

SECONDARY SMELTERS' ALUMINUM SCRAP

Buying prices delivered to the smelter in full truckloads containing several grades
(rev.12/16/2008)

Mixed low copper clips	39.00-40.00
Mixed high copper clips	37.00-38.00
Mixed high zinc clips	35.00-36.00
1-1-3 saws	42.00-43.00
Siding, painted	36.00-37.00
Mixed clips	35.00-36.00
Old sheet and cast	34.00-35.00
Turnings, clean and dry	33.00-34.00
Aluminum-copper radiators	54.00-55.00
Nonferrous auto shred (90% alum.)*	38.00-40.00

* Unmixed full truckload, "twitch" grade

DOMESTIC ALUMINUM PRODUCERS

Buying prices for processed used aluminum cans in carload lots, f.o.b. shipping point
(rev. 12/15/08)

Used beverage can scrap	44.00-46.00

MILLS, SPECIALTY CONSUMERS' BUYING PRICES
(rev. 12/16/2008)

Segregated low copper alloy clips	50.00-51.00
Mixed low copper alloy clips	42.00-43.00
Painted siding	38.00-39.00

* Nominal for spot sales

Prices are subject to the disclaimer appearing on the "AMM Scrap Iron and Steel Prices" page

Scrap Price Changes Today
Nonferrous scrap price changes were made for these cities
None

WANTED
Monel
Mill Quality, Top Price, Prompt Settlements
(410) 355-8220 Fax: (410) 355-0513
ANSAM

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AMM SCRAP IRON AND STEEL PRICES

Prices effective Friday, December 19, 2008

CONSUMER BUYING PRICES

Estimated domestic consumer buying prices in US$/gross ton, delivered mill price

	Birmingham	Carolinas	Chicago	Cleveland	Detroit	Houston area	N.Y.	Philly	P'burgh	Seattle/ Portland	St. Louis	Youngstown	Hamilton, Ontario†	Montreal†
NO. 1 HEAVY MELT	150	135	183	190	NA	125	170	170	205	190	165(a)	190	185	49
No. 2 heavy melt	140	125	180(a)	180	....	120	160	160	107	97	90	160	....	20
No. 1 bundles	200	....	230	260	190	NA	NA	225	245	....	185(a)	NA	146	....
No. 2 bundles	100	110	165	....	....	120	....	100	100	70	....	100	....	NA
No. 1 busheling	175	170	260	250	200	165(a)	NA	225	235	....	193	240	178	60
No. 1 industrial bundles	....	....	NA	260	NA	....	....	....	NA	....	....	....	....	....
Shredded auto scrap	200(a)	185	232	247	235	180	200(a)	235	250	124	187	245	100(a)	65(a)
MACHINE SHOP TURNINGS	110(a)	75	110	185	.....	.....	85	60	100	75	60	.....	40	NA
Shoveling turnings	....	....	110	140(a)	....	....	....	70	140	....	50	....	40	....
Cast iron borings	....	....	100(a)	NA	....	....	....	....	....	....	50	....	....	....
Mixed borings, turnings	....	....	100(a)	....	....	....	....	....	....	50	....	....	....	....
CUT STRUCTURAL/PLATE, 2' MAX.	NA	215	233	.....	.....	268(a)	.....	245	.....	.....	.....	.....	.....	60
Cut structural/plate, 3' max.	140	205	....	....	....	160(a)	....	225(a)	220	....	190(a)	....	....	....
Cut structural/plate, 5' max	170	195	210	220	160	150(a)	165	190	210	120	185(a)	220	121	50
Foundry steel, 2' max	100	....	223	120	100(a)	350	....	160(a)	120	....	....	260	....	....
CUPOLA CAST	200	145	265(a)	150	184	415	178	200	240	.....	.....	.....	.....	96
Clean auto cast	160	220	300	350	150	....	....	250	280	....	....	....	....	....
Unstripped motor blocks	145	190	320	276	200	430	....	125(a)	200	....	....	....	....	....
Heavy breakable cast	200	....	265(a)	125	120	....	....	115	100	....	....	....	....	....
Drop broken machinery cast	....	330	400(a)	250	250	....	....	230	300	150	....	....	200	100
NO. 1 RR HEAVY MELT	170	185	210(a)	220	.....	125(a)	.....	190	210	120	132	220	.....	.....
Rail ends, 2' max.	....	250	305	200	....	....	....	230	250	....	....	....	....	....
Random rails	200	....	190	....	....	....	....	200	160	200	....	....	....	....
Steel car wheels	150	200	250(a)	....	....	....	....	247-248	247-248	....	....	....	....	....
Other track material (OTM)	150	225	245	200	....	....	....	230	200	225	....	....	....	....
CLEAN USED DENSIFIED CARS	.....	.....	190(a)	190(a)	180(a)	.....	.....	88	110(a)	.....	.....	.....	.....	.....

(a) Appraisal price
NA--Not available
† Canadian currency, in net tons

STAINLESS STEEL SCRAP

	Boston	Buffalo	Chicago	Cleveland	Detroit	Houston	L.A.	N.Y.	P'burgh	S.F.	Montreal†
DEALERS' BUYING PRICES (¢/lb.)											
316 solids, clips	39-40	30-40	40-41	40-41	40-41	40-41	39-40	40-41	40-41	39-40	35-36
304 solids, clips	13-14	13-14	14-15	14-15	14-15	14-15	13-14	14-15	750-825	13-14	12-13
304 turnings	9-10	9-10	10-11	10-11	10-11	10-11	9-10	10-11	675-825	9-10	8-9
304 new clips		14-15	15-16	15-16	15-16	....	14-15	15-16	15-16	14-15	13-14
430 new clips	7.0-7.5		7.5 8.0	7.5 8.0	7.5 8.0	....	....	7.5 8.0	7.5 8.0		
BROKER/PROCESSOR BUYING PRICES ($/gross ton)											
316 solids, clips	....	....	1,125-1,175	1,150-1,175	1,150-1,175	1,175-1,225	....	1,150-1,175	1,125-1,175		
304 solids, clips	....	....	775-800	575-600	575-600	825-850	....	675-600	775-800		
304 turnings	....	....	550-575	475-500	475-500	600-625	....	475-500	550-575		
430 bundles, solids	....	....	230-250	....	230-250	230-250	....	....	230-250		
430 turnings	....	....	220-230	....	....	....	....	....	220-230		
409 bundles, solids	....	....	180-190	....	180-190	180-200	....	....	180-190		
409 turnings	....	....	125-135	....	125-135	....	....	....	125-135		

1 Canadian currency

EXPORT YARD BUYING PRICES

Estimated prices an export dealer, broker or processor will pay for items delivered to his yard, in US$/gross ton

	Boston	L.A.	N.Y.	Philly	S.F.
No. 1 heavy melt	175	150	160	160	120
No. 2 heavy melt	160	140	150	150	110
No. 2 bundles	80	....	80	80	60
No. 1 busheling	180(a)	160	160	150(a)	....
Machine shop turnings	....	15	50	....	20
Mixed cast	140	....	140	140	....
Unstripped motor blocks	175	150	160	160	120
Auto bodies	115	90	120	120	90
Cut structural/plate 5' max	185	160	170	175	130
STAINLESS STEEL SCRAP PRICES ($/ton)					
304 solids, clips		575-600	575-600	575-600	575-600
304 turnings		475-500	475-500	475-500	475-500
430 bundles, solids	240	240	240	240	....

(a) Appraisal price

BROKER BUYING PRICES

Estimated prices in US$/gross ton, f.o.b. car*

	Atlanta	Boston	Buffalo	Cincinnati	Detroit
NO. 1 HEAVY MELT	135	110	140	140	145
No. 2 heavy melt	125	120	130	130	....
No. 1 bundles	175	NA	160	175	150
No. 2 bundles	60	100	100	80	90
No. 1 busheling	185	160	160	175	135
Shredded auto scrap	185	160	180	170	175
MACHINE SHOP TURNINGS	.....	.....	60	45	25
Shoveling turnings	....	60	60	45	25
Cast iron borings	....	....	60	50	30
Mixed borings, turnings	....	....	50	....	20
CUPOLA CAST	.....	.....	150	140	150
Cut structural/plate, 5' max	150	....	150	150	160
Cut structural/plate, 2' max	....	....	160	180	180
Clean auto cast	....	....	....	150	150
Unstripped motor blocks	....	115	130	....	100
Heavy breakable cast	....	....	120	....	75
Drop broken machinery cast	....	....	200	....	200
Rail crops, 2' max.	....	....	190	170	....
Random rails	....	....	140	120	....

*f.o.b. (free on board at the shipping point) from dealer to broker where freight rate is absorbed by broker; freight rate based on single-car shipments

Scrap Price Changes Today

Ferrous scrap price changes were made for these cities: None

STAINLESS CONSUMER BUYING PRICES

	($/gross ton) Pittsburgh
316 solids, clips	1,400-1,450
304 solids, clips	950-975
304 turnings	850-875
430 bundles, solids	360-375
430 turnings	335-345
409 bundles, solids	280-290
409 turnings	200-220

ADDITIONAL GRADES

Birmingham	
Electric furnace, 3' max	175
Cut structural/plate, 4' max	120
Stove plate	350
Chicago	
No. 1 industrial heavy melt	110
Rail crops, 18" max.	300
Rerolling rails	242
Steel axles	125
Heavy large bar crops	125
Stove plate	360
Punching end plate, 12" max.	300
Pittsburgh	
No. 1 heavy melt, 3' max.	210
No. 1/5 bundles	100(a)

Disclaimer

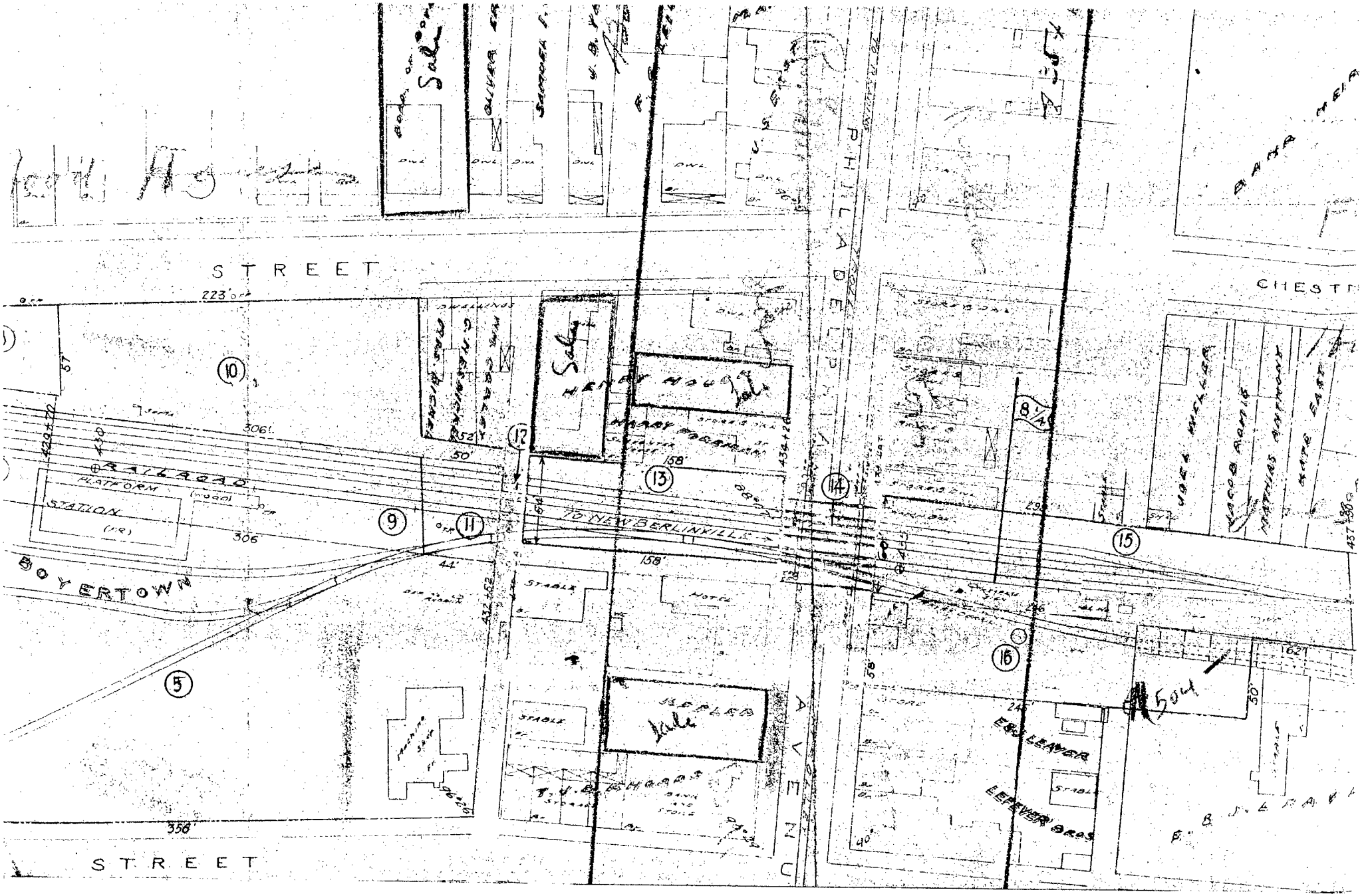
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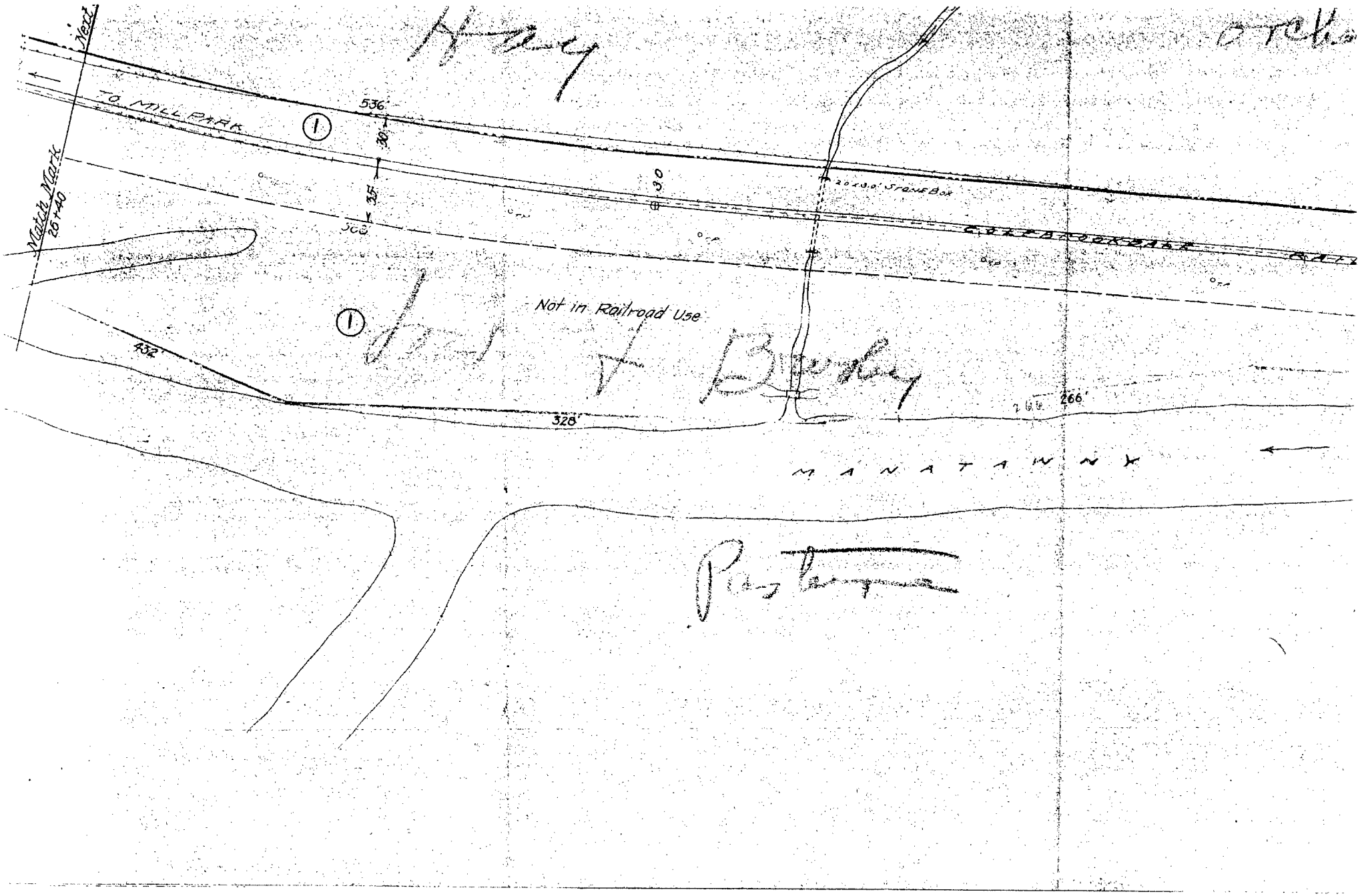
EXHIBIT LANDRIO 3

VALUATION MAPS

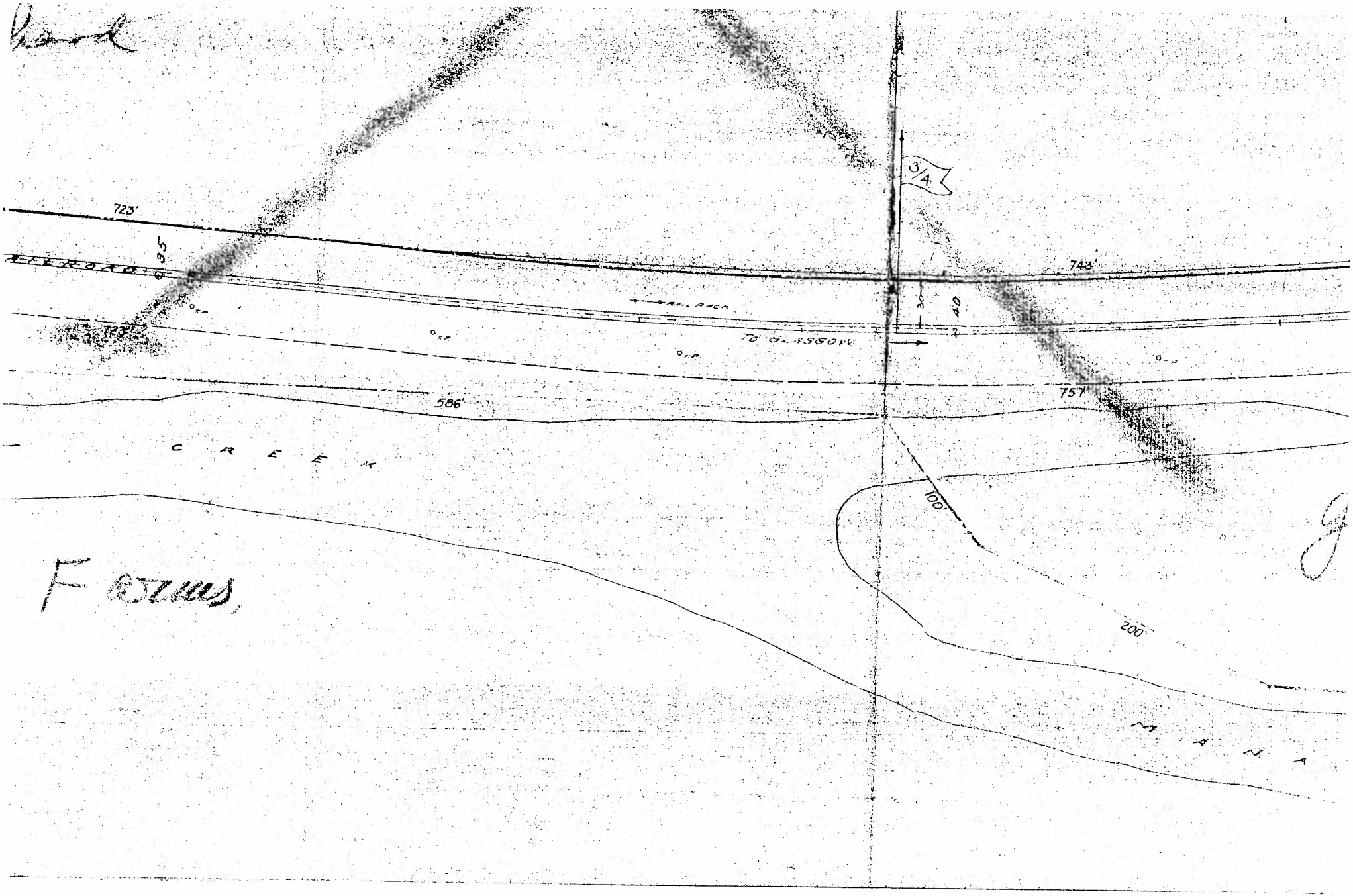
V 6 17a (PART 2 OF 2)



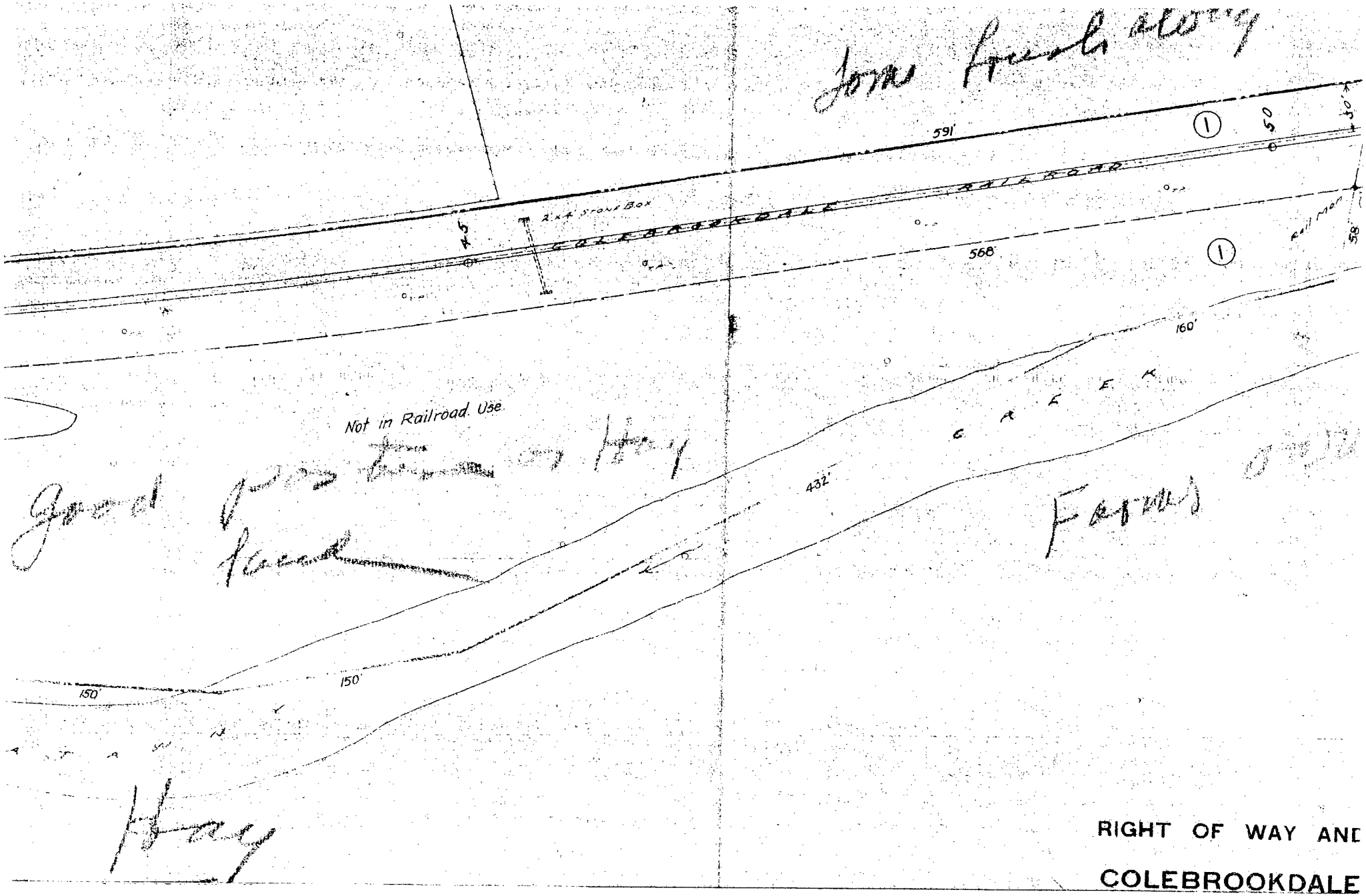
V6 aa (1 OF 3)


Hwy
Not in Railroad Use
MANHATTAN
TO MILL PARK
536'
30'
35'
30
20'x8.0' STONE BOX
332'
328'
266'
266'

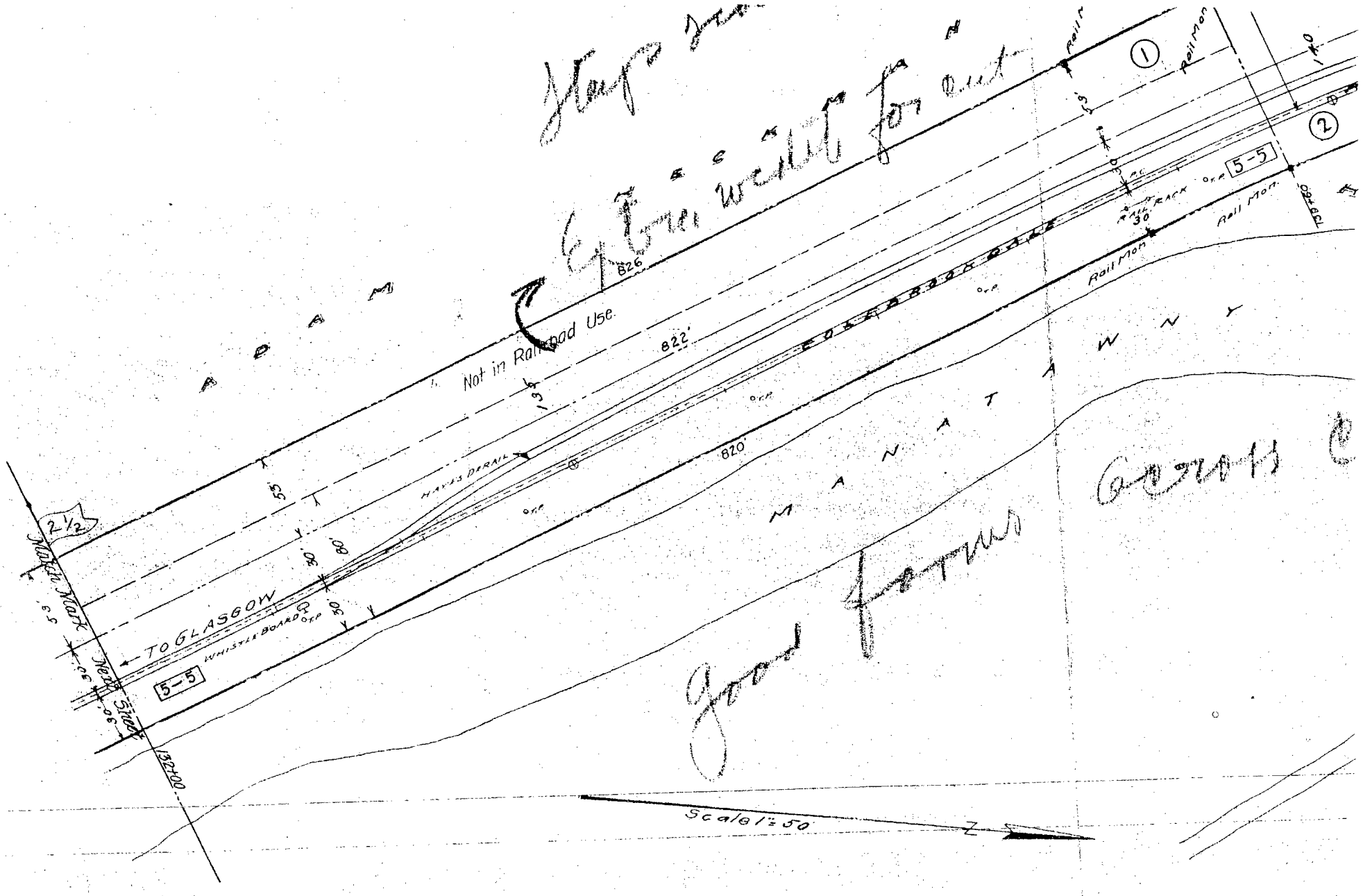
V6 20 (2 OF 3)



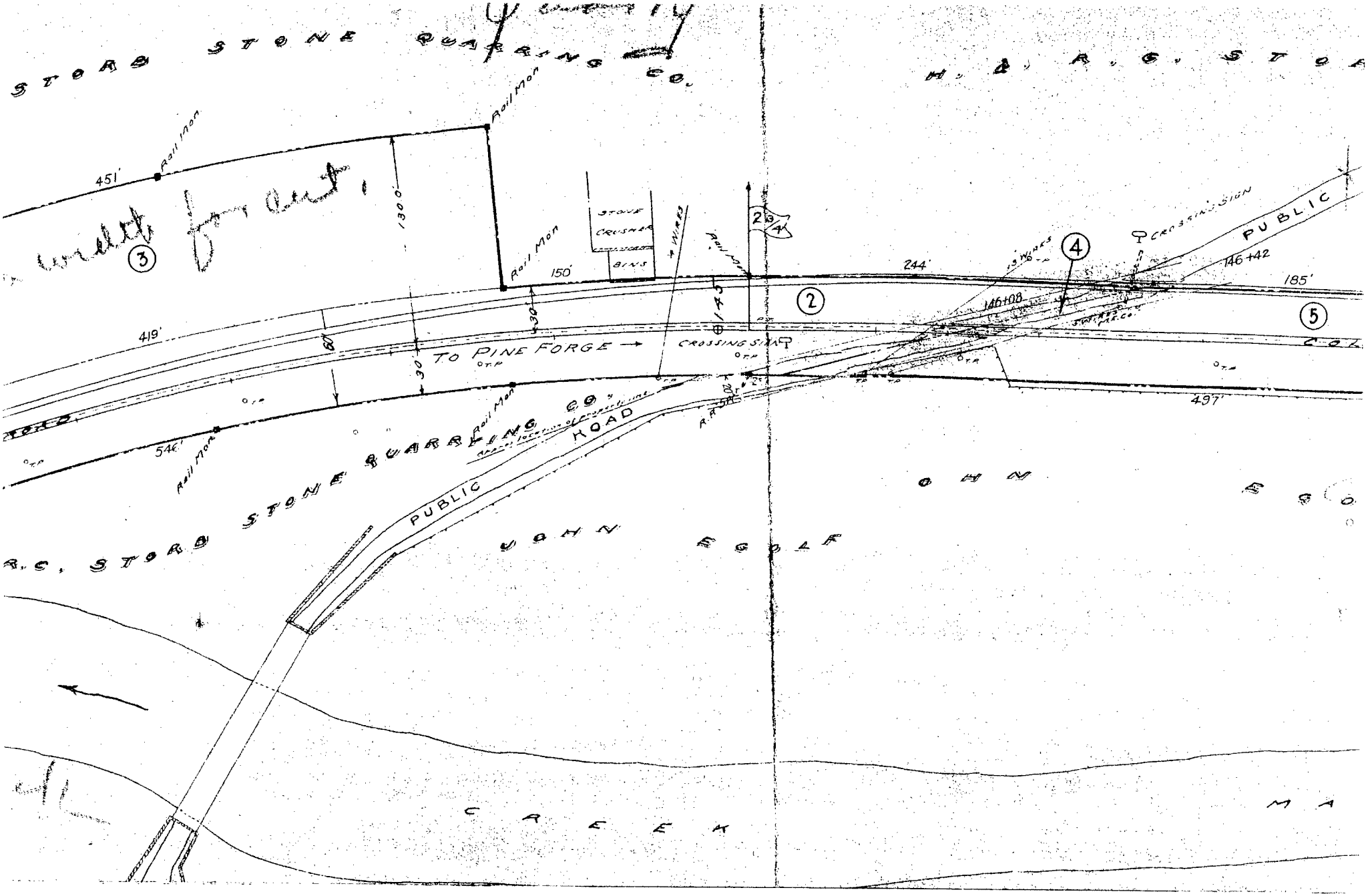
V6 2a (3 of 5)


591'
50'
50'
2 x 4' STONE BOX
568'
160'
Not in Railroad Use
432'
150'
150'
RIGHT OF WAY AND
COLEBROOKDALE

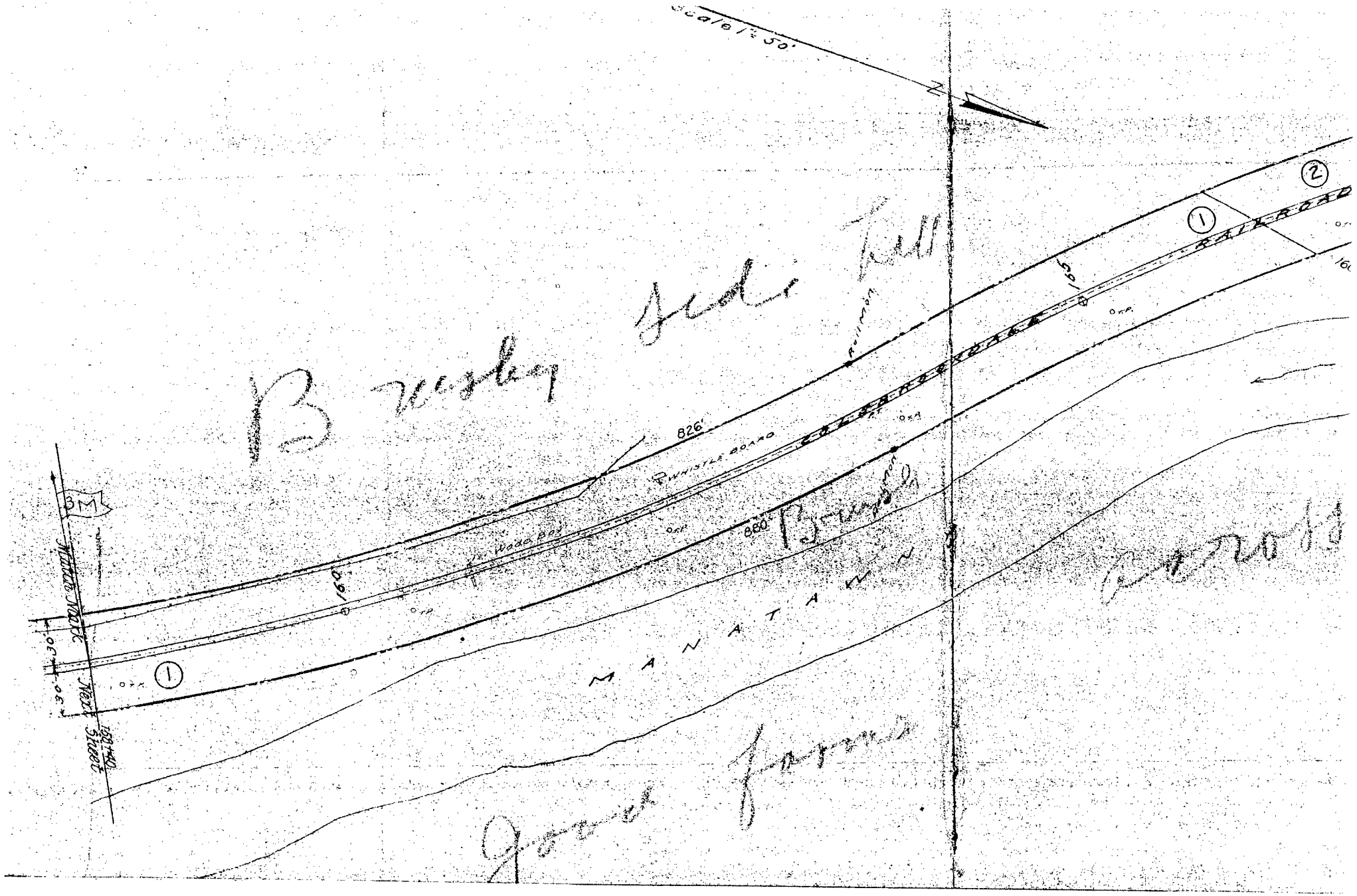
V 6 6a


Not in Railroad Use
826
822'
820'
1.3%
55'
50'
80'
50'
HAYES DRIVE
TO GLASGOW
WHISTLE BOARD
5-5
Main Mark
Main Street
132+00
2 1/2
Rail
Rail Mon
Rail Mon.
5-5
Rail Mon
Scale 1"=50'
A D A M
M A N A T A W N Y

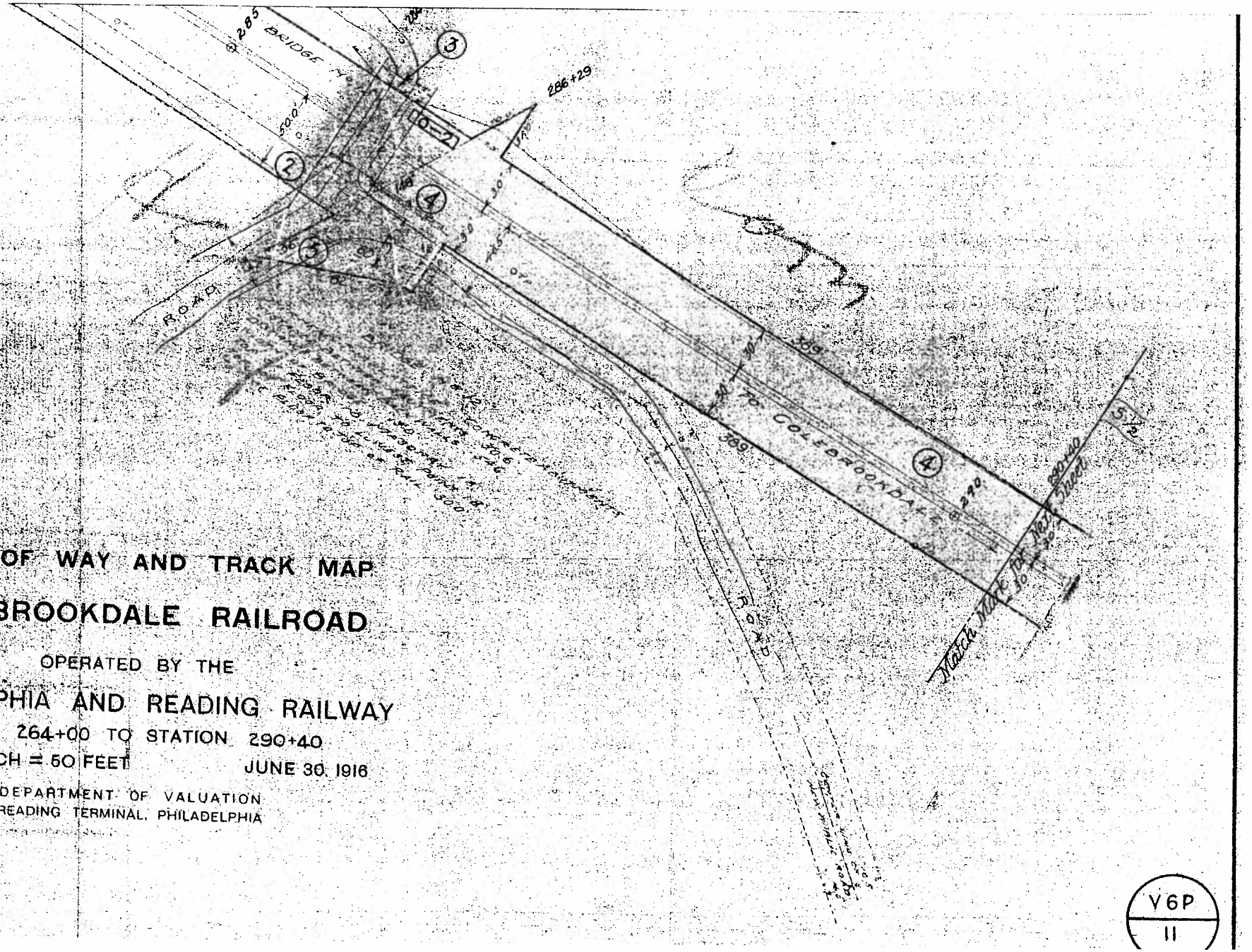
V6 6b


STORR STONE QUARRYING CO.
H. & A. C. STORR
Rail Mon
451'
1300'
3
Rail Mon
150'
STONE CRUSHER
BINS
Rail Mon
419'
30'
30'
TO PINE FORGE
CROSSING SIGN
546'
Rail Mon
STORR STONE QUARRYING CO.
ROAD
PUBLIC
A. C. STORR
JOHN GOLF
CAREY
2
244'
146+08
4
CROSSING SIGN
PUBLIC
146+42
185'
5
497'
JOHN

V 6 1w


Scale 1" = 50'
N
826'
Railroad
Fairview
Whistle Board
Wood Post
160'
880'
Manhattan
Main Track
Next Street
1st Main Track
Railroad
1
2

V6 11a



RIGHT OF WAY AND TRACK MAP

COLEBROOKDALE RAILROAD

OPERATED BY THE

PHILADELPHIA AND READING RAILWAY

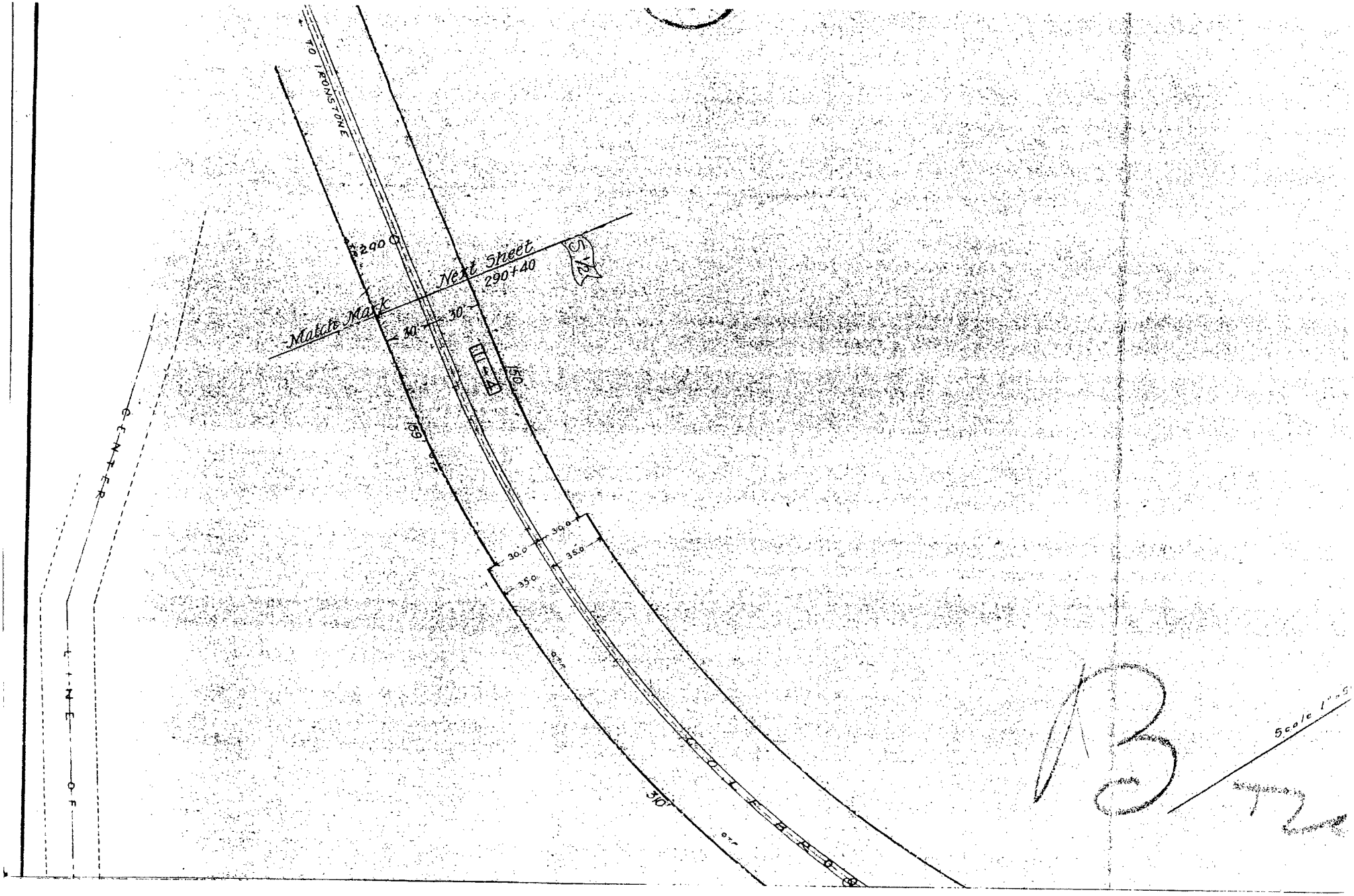
STATION 264+00 TO STATION 290+40

SCALE: 1 INCH = 50 FEET JUNE 30, 1916

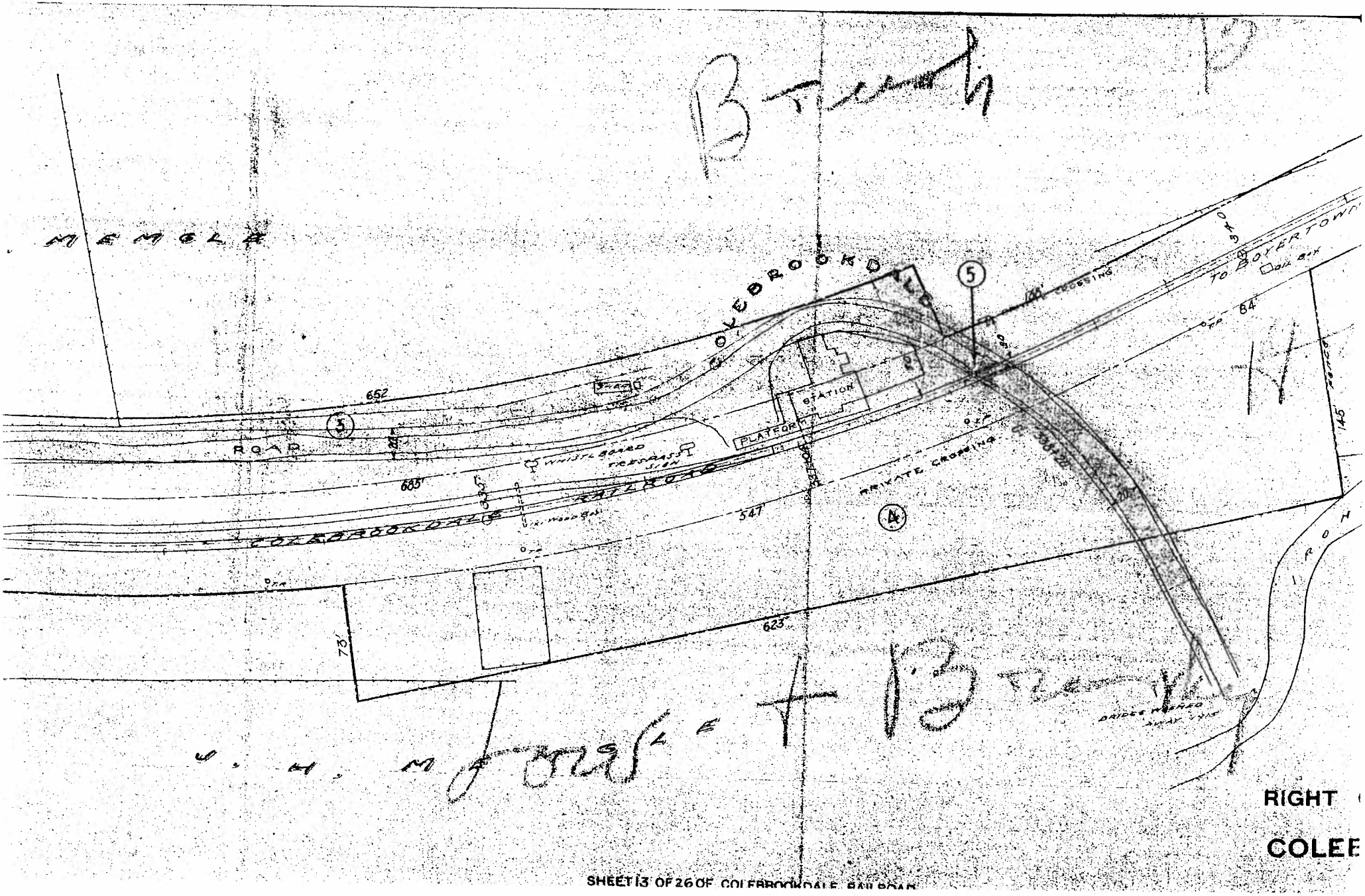
DEPARTMENT OF VALUATION
READING TERMINAL, PHILADELPHIA

V6P
11

V 6 12a

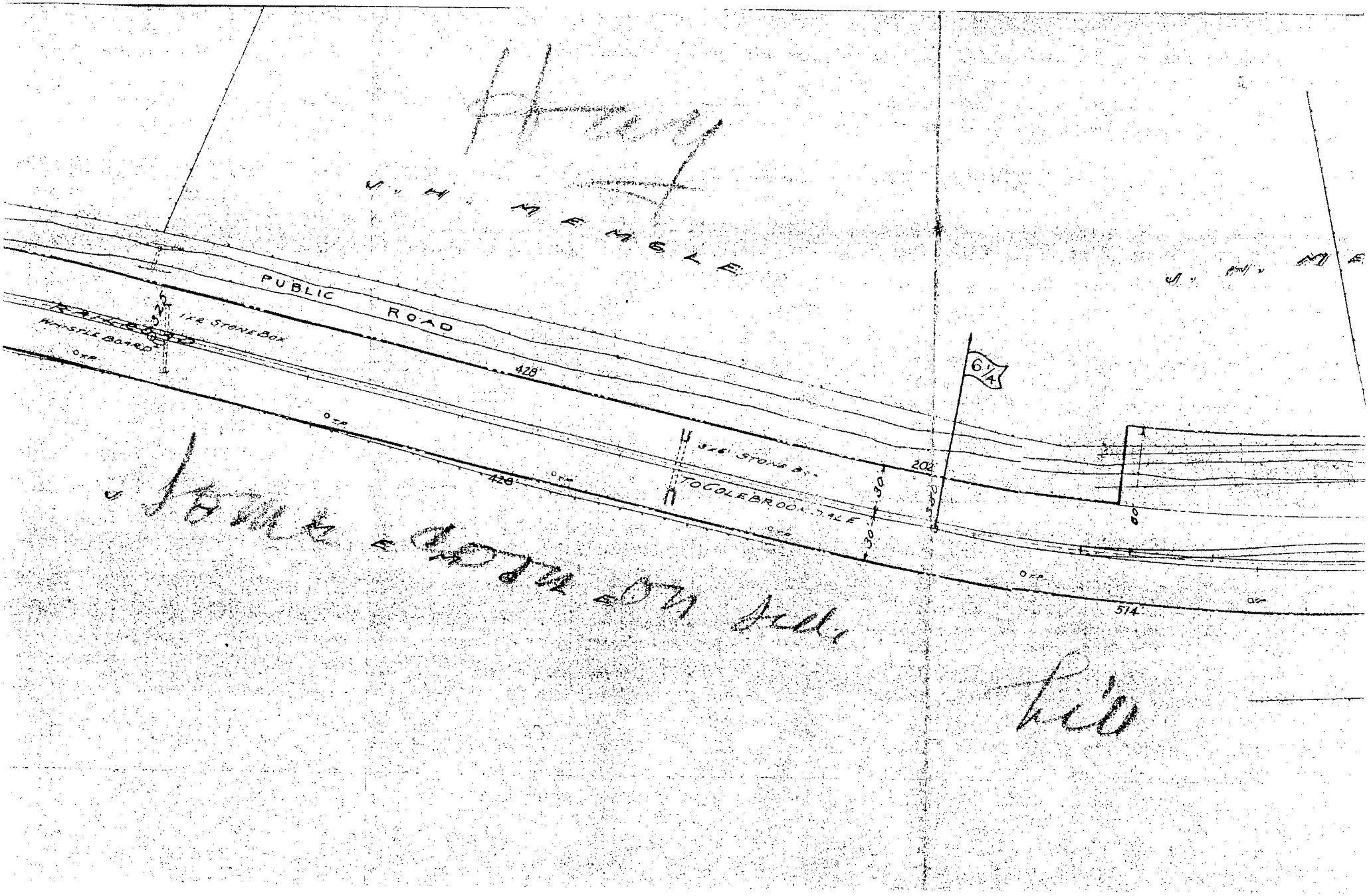

TO IRONSTONE
290 0
Next Sheet
290+40
Mabie Mark
30'
30'
30'
150
159
30.0
30.0
35.0
35.0
30'
CENTRE
LINE OF
Scale 1"=5
B

V6 13a (1 of 2)

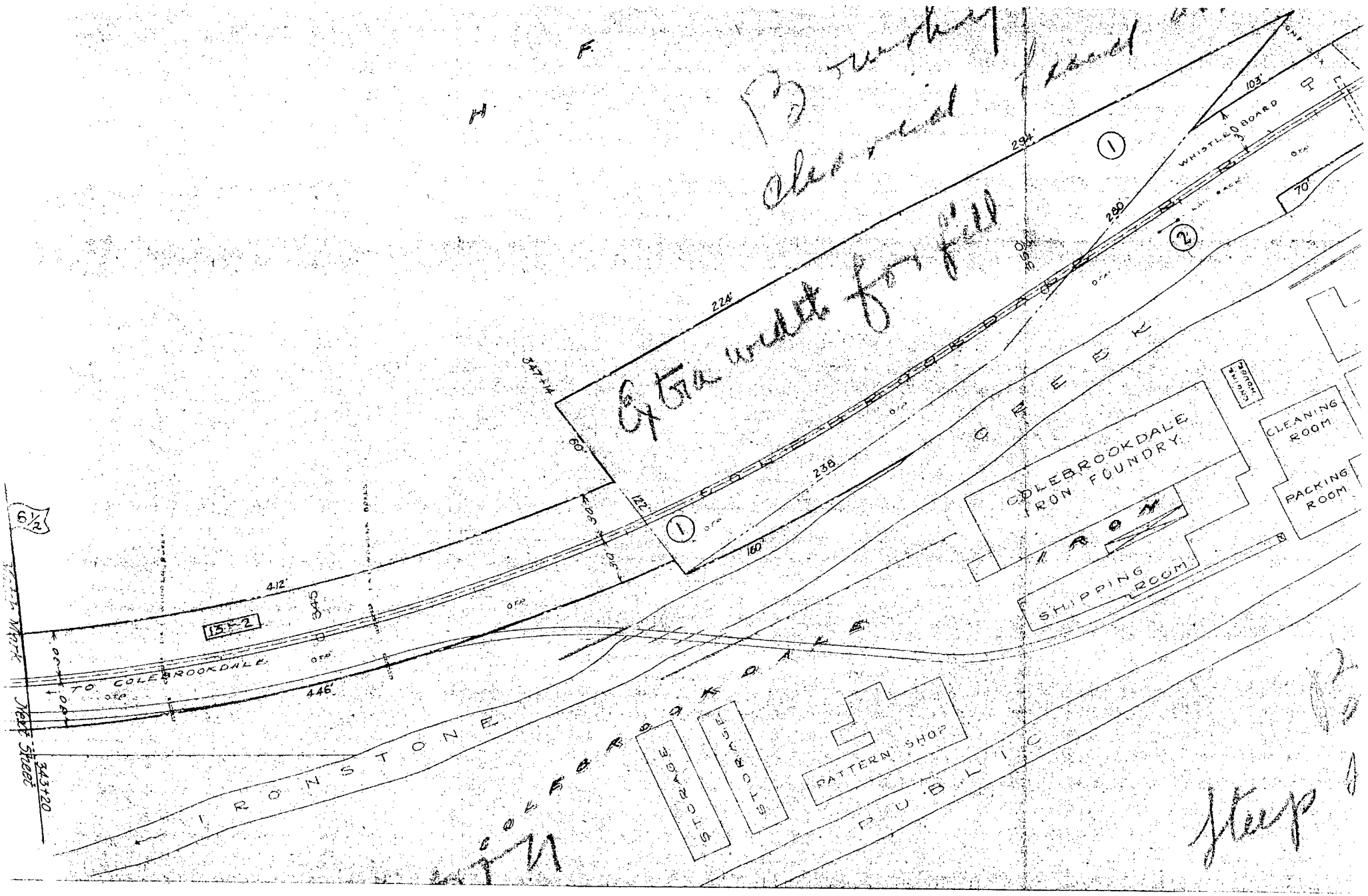


SHEET 13 OF 26 OF COLEBROOKDALE RAILROAD

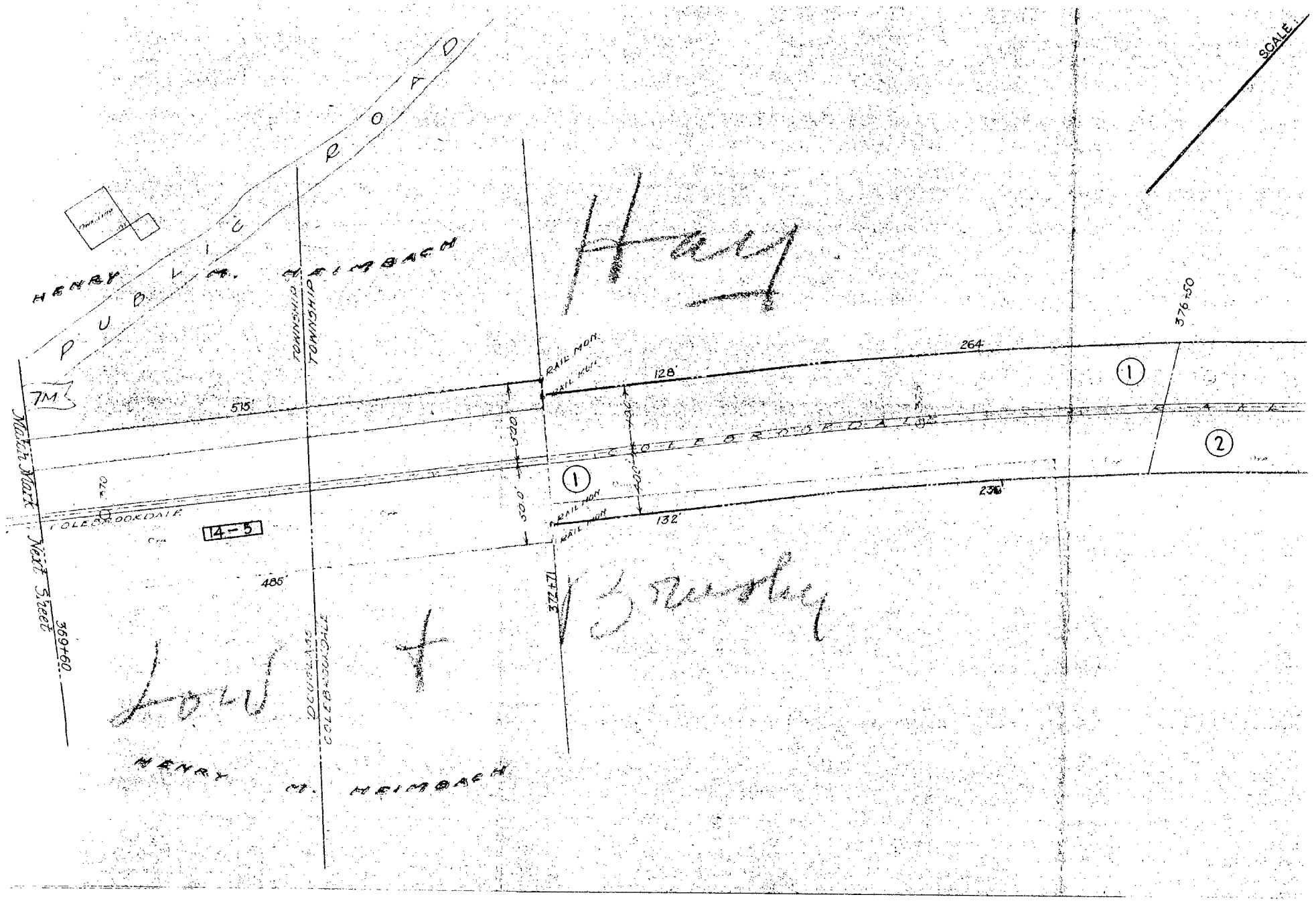
V6 13a (2 of 2)


PUBLIC ROAD
428'
514'
1½" STONE BOX
WHISTLE BOARD
O.T.P.
TOCOLEBROOK DALE
30'
30'
200'
6'
A

V6 1m a


Extra width for fill
COLEBROOKDALE IRON FOUNDRY
CLEANING ROOM
PACKING ROOM
SHIPPING ROOM
PATTERN SHOP
STORAGE SHEDS
IRONSTONE
PUBLIC
GREEK
TO COLEBROOKDALE
WHISTLE BOARD
294'
224'
238'
160'
412'
446'
70'
103'
60'
15-2
343+20

V 6 15a


SCALE
HENRY PUBLIC ROAD
HEIMBACH
TOWNSHIP
COLEBROOKDALE
Hwy
264'
128'
515'
500'
RAIL MON.
376.50
1
2
7M
14-5
485'
372±71
132'
230'
369+60
North Street
HENRY
HEIMBACH

V 6 17a (PART 1 of 2)

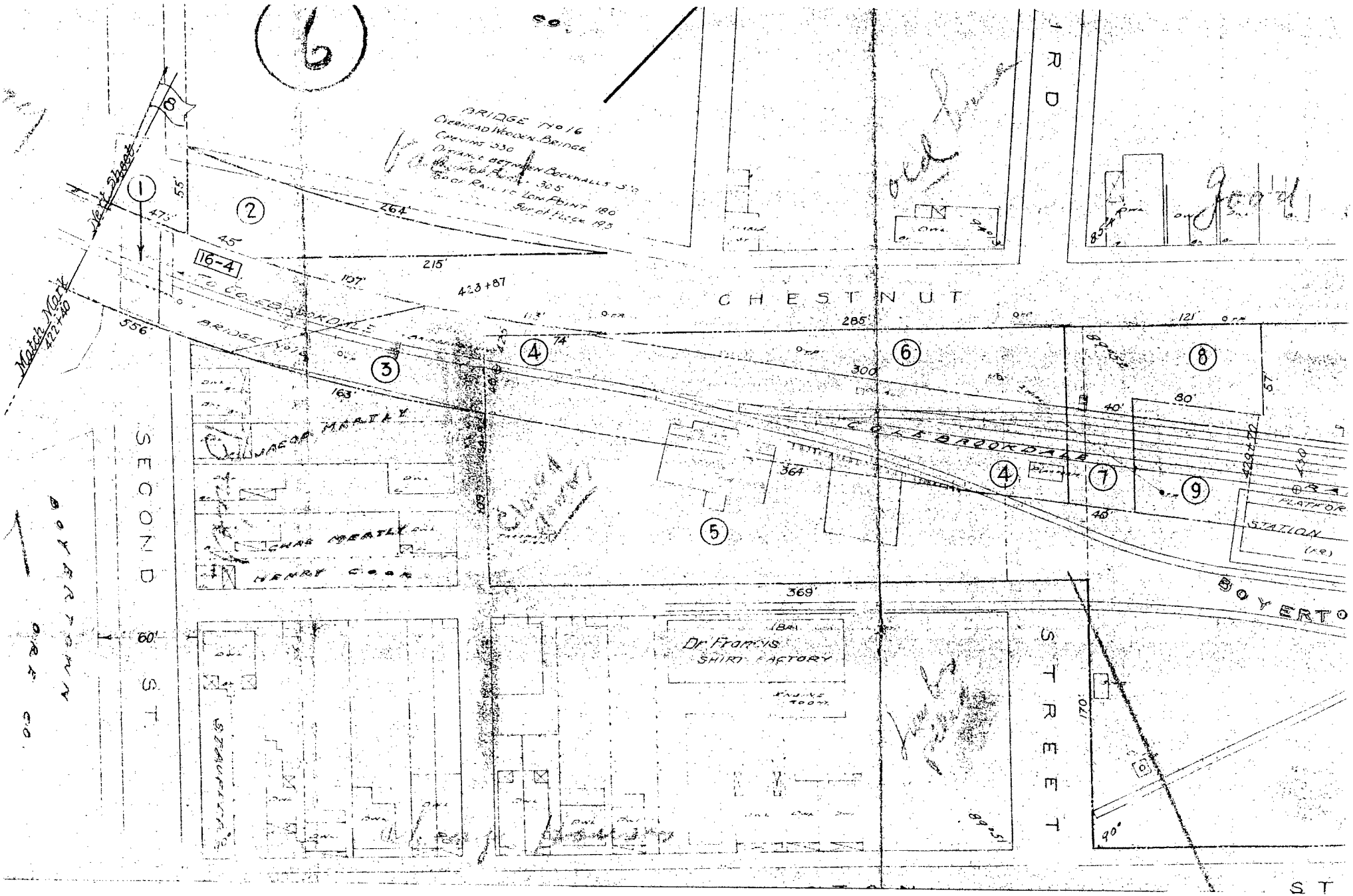


EXHIBIT LANDRIO 4

TITLE INFORMATION

Colebrookdale Branch Title Information

Val Map	Parcel #		Grantor	Grantee	Type	Date	Book	Page
1		1	Henry H. & John Gable	Colebrookdale RR Co	Release	3-30-1869	169	190
		2	High St. (Pottstown, PA)		Charter			
		3	Jacob H. Gable et al.	P&R Ry Co	Release	4/23/1910	Misc 73	161
2		1	Anna Mary Ives et al	Colebrookdale RR Co	Deed	5-3-1869	168	349
	3-1		James Hiltons' Executrix	Colebrookdale RR Co	Release	3-14-1873	207	466
3		1	James Hiltons' Executrix	Colebrookdale RR Co	Release	3-14-1873	207	466
		3	James Hiltons' Executrix	Colebrookdale RR Co	Release	3-14-1873	207	466
		4	James Hiltons' Executrix	Colebrookdale RR Co	Release	3-14-1873	207	466
		2	Public Road (Glasgow, PA)		Charter			
		3	George R. Clarke	Colebrookdale RR Co	Release	3-22-1869	165	52
4		3	James Hiltons' Executrix	Colebrookdale RR Co	Release	3-14-1873	207	466
		4	James Hiltons' Executrix	Colebrookdale RR Co	Release	3-14-1873	207	466
		1	Jacob Frech	Colebrookdale RR Co	Release	10-26-1868	163	435
5		1	Samuel Davidheiser	Colebrookdale RR Co	Release	1-6-1869	163	439
		2	Public Road	Colebrookdale RR Co	Charter			
		3	Albert Stoll	Colebrookdale RR Co	Release	10-22-1868	163	437
		4	Mahlon H. Focht et ux.	Colebrookdale RR Co	Release	9-28-1868	MiscP16	85
		4	Mahlon H. Focht	Colebrookdale RR Co	Release	6-22-1869	MiscP16	336
		5	John Sands	Colebrookdale RR Co	Release	9-14-1868	MiscP16	82
6		1	John Sands et ux.	Colebrookdale RR Co	Deed	11-17-1869	A-95	622
		2	Peter Burns	Colebrookdale RR Co	Release	9-28-1868	MiscP16	84
		3	Peter Burns et ux.	Colebrookdale RR Co	Deed	11-17-1869	A-95	624
		4	Public Road		Charter			
		5	John Egolf	Colebrookdale RR Co	Release	10-22-1868	MiscP16	79
	5-5		John Sands	Colebrookdale RR Co	Release	9-14-1868	MiscP16	82
		6	Peter Burns	Colebrookdale RR Co	Release	9-28-1868	MiscP16	84
7		1	Mahlon H. Focht	Colebrookdale RR Co	Deed	1-20-1869	A-91	641
		2	Mahlon H. Focht	Colebrookdale RR Co	Release	6-22-1869	MiscP16	336
		2	Mahlon H. Focht	Colebrookdale RR Co	Agreement	4-1-1870	Misc 17	182
		3	Mahlon H. Focht	Colebrookdale RR Co	Condemnat'r	8-2-1869	Aug. Term No.	105
		4	Manatawny Creek		Charter			
8		1	William W. Levengood	Colebrookdale RR Co	Release	1-6-1869	MiscO15	688
		2	Matthias R. Levengood	Colebrookdale RR Co	Release	4-29-1871	Misc 17	590
9	8-2		Matthias R. Levengood	Colebrookdale RR Co	Release	4-26-1869	Misc 17	590
		1	Public Road		Charter			
		2	Jeremiah H. Romich	Colebrookdale RR Co	Release	4-29-1871	MiscP16	228
		3	George Yorgey	Colebrookdale RR Co	Release	7-26-1869	MiscP16	352
10		1	John Weasner: Eli Weasner	Colebrookdale RR Co	Release	2-23-1869	MiscP16	118
		2	George R. Yorgey	Colebrookdale RR Co	Release	9-28-1868	MiscP16	76
		3	Fillmans Run		Charter			
11		1	Public Road, (Iron Stone, PA)		Charter			
		2	George R. Yorgey	Colebrookdale RR Co	Release	11-16-1869	MiscP16	474
		3	Public Road		Charter			
		4	Frederick Neiman et ux.	Colebrookdale RR Co	Deed	7-20-1869	94	649

		5	Frederick Neiman	Colebrookdale RR Co	Release	4-2-1870	Misc 16	670
12	11-4		Frederick Neiman et ux.	Colebrookdale RR Co	Deed	7-20-1869	94	649
		1	Henry Gresh	Colebrookdale RR Co	Release	10-27-1868	MiscP16	81
		2	Henry Gresh	Colebrookdale RR Co	Release	12-30-1870	Misc 17	293
		3	Henry Gresh	Colebrookdale RR Co	Release	12-30-1870	Misc 17	293
13	12-1		Henry Gresh	Colebrookdale RR Co	Release	10-27-1868	MiscP16	81
		1	Public Road		Charter			
		2	Samuel Reifsnyder	Colebrookdale RR Co	Release	12-4-1869	Misc 16	501
		3	Samuel Reifsnyder	Colebrookdale RR Co	Deed	12-4-1869	A-95	737
		4	Samuel Reifsnyder	Colebrookdale RR Co	Deed	12-4-1869	A-95	737
		3	Joseph Bickel et ux.	Colebrookdale RR Co	Deed	5-26-1871	104	178
		4	Joseph Bickel et ux.	Colebrookdale RR Co	Deed	5-26-1871	104	178
		5	Public Road		Charter			
14		1	Francis M. Weaver et ux.	Colebrookdale RR Co	Deed	7-6-1871	105	60
		2	Peter Y. Brendlinger et ux.	Colebrookdale RR Co	Release	7-11-1871	Misc 17	622
		3	Jacob s. Livingood	Colebrookdale RR Co	Release	1-11-1869	MiscO15	691
		4	Jacob Reigner	Colebrookdale RR Co	Release	9-28-1868	MiscP16	78
		5	Harrison Houch et ux.	Eastern R. E. Co.	Deed	4/9/1913	408	282
		6	Public Road		Charter			
15	14-5		Harrison Houch et ux.	Eastern R. E. Co.	Deed	6/18/1913	408	282
		1	John Cassel	Colebrookdale RR Co	Release	11-22-1869	MiscP16	482
		2	Conrard Hartman	Colebrookdale RR Co	Release	8-14-1869	MiscP16	407
		3	John Cassel	Colebrookdale RR Co	Release	11-22-1869	MiscP16	482
		4	Conrard Hartman	Colebrookdale RR Co	Release	8-14-1869	MiscP16	407
		5	Ironstone Creek		Charter			
		6	Reuben R. Engle	Colebrookdale RR Co	Release	1-19-1869	MiscO15	685
		6	Reuben R. Engle	Colebrookdale RR Co	Release	11-4-1869	MiscO15	447
		7	Reuben R. Engle	Colebrookdale RR Co	Release	11-4-1869	MiscO15	447
		8	Reuben R. Engle	Colebrookdale RR Co	Release	11-4-1869	MiscO15	447
		9	Public Road		Charter			
		10	Jacob Mary	Colebrookdale RR Co	Release	1-19-1869	MiscO15	686
		11	Samuel Schaner	Colebrookdale RR Co	Release	4-2-1869	MiscP16	202
16		1						
		2	H. B. Rhoades, et al.	P&R Ry Co	Condemnat'r	6-25-1892	June	Term
		3	George K. Ritter	Colebrookdale RR Co	Release	4-26-1869	MiscP16	229
		4	William Binder	Colebrookdale RR Co	Release	3-2-1869	MiscO15	714
17		1	Second Street (Boyertown, PA)		Charter			
		2	William Binder	Colebrookdale RR Co	Deed	11-4-1869	A-95	522
		3	Samuel Schaner	Colebrookdale RR Co	Release	4-2-1869	MiscP16	202
		4	Samuel Schaner	Colebrookdale RR Co	Release	4-2-1869	MiscP16	202
		4	Samuel Schaner	Colebrookdale RR Co	Deed	12-2-1869	A-96	7
		5	Samuel Schaner	Colebrookdale RR Co	Deed	12-2-1869	A-96	7
		6	Samuel Schaner	Colebrookdale RR Co	Deed	12-2-1869	A-96	7
		7	John Deysher	Colebrookdale RR Co	Release	1-19-1869	MiscO15	689
		7	John Deysher	Colebrookdale RR Co	Deed	7-2-1869	A-94	574
		8	John Deysher	Colebrookdale RR Co	Deed	7-2-1869	A-94	574
		9	Samuel Schaner	Colebrookdale RR Co	Release	4-2-1869	MiscP16	202
		9	Samuel Schaner	Colebrookdale RR Co	Deed	12-2-1869	A-96	7
		10	Samuel Schaner	Colebrookdale RR Co	Deed	12-2-1869	A-96	7

11	Elwood Dickinson	Colebrookdale RR Co	Release	6-17-1869	MiscP16	335
12	Public Alley (Boyertown, PA)		Charter			
13	Harrison Houck et ux	Colebrookdale RR Co	Release	8-7-1869	MiscP16	430
14	Philadelphia Ave (Boyertown, PA)		Charter			
15	Samuel Schaner	Colebrookdale RR Co	Release	4-2-1869	MiscP16	202
15	Samuel Schaner	Colebrookdale RR Co	Deed	12-2-1869	A-96	7
16	Samuel Schaner	Colebrookdale RR Co	Deed	12-2-1869	A-96	7
17	Samuel Schaner	Colebrookdale RR Co	Release	4-2-1869	MiscP16	202
18	Fourth Street (Boyertown, PA)		Charter			

EXHIBIT LANDRIO 5

J. HEFFNER

From: gelandrio@transystems.com
Sent: Monday, December 22, 2008 4:51 PM
To: j.heffner@verizon.net
Subject: FW: Take-up budgetary numbers

Quote form UniTrac

From: Phil Pietrandrea [mailto:ppietrandrea@unitracrail.com]
Sent: Thursday, December 18, 2008 10:45 AM
To: WA-Gary Landrio
Subject: Take-up budgetary numbers

Gary,

Here are some budgetary numbers for you to use based on today's market. Please keep in mind the numbers could fluctuate as market conditions change.

a). Rail sections (110# or less) --- $12,000 per track mile

b). Rail sections (112# or heavier --- $10,000 per track mile

Call me if you have any questions.

Best regards,

Phil

Phil Pietrandrea
Senior Vice President -- Sales and Marketing
UNITRAC RAILROAD MATERIALS, INC.
Office: (800) 828-3400 ext. 250
Fax: (865) 693-9162
Cell: (412) 298-0915

e-mail: ppietrandrea@unitracrail.com

Please visit our website: www.unitracrail.com

SUMMARY REPORT OF

A P P R A I S A L

REMAINING FEE-OWNED TRACTS IN AN
APPROXIMATELY 8.50 MILE RAIL LINE
EXTENDING FROM
THE BOROUGH OF BOYERTOWN
BERKS COUNTY, PA
TO
THE BOROUGH OF POTTSTOWN
MONTGOMERY COUNTY, PA

AS OF DECEMBER 19, 2008

MRC APPRAISAL COMPANY
1805 RIDGE ROAD
POTTSTOWN, PA 19465

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APPRAISAL RESOURCE CENTER
[redacted] Co/Right Value Co.
MATT CREMERS,MAI
1805 Ridge Road, Pottstown, PA 19465
Tel:610-469-4938 cremers@aol.com

John D. Heffner, Esq.
James H. M. Savage, Esq.
Attorneys at Law
1750 K Street, N.W. - Suite 200
Washington, DC 20006

December 23, 2008

Re: Fee-owned parcels in an approximately 8.5 mile rail line between Boyertown, Berks County, PA and Pottstown, Montgomery County, PA.

Dear sirs:

The attached report conveys our opinion that the market value of the fee simple interest in the above captioned real property, further described in the attached report, as of December 19, 2008, the date of last inspection, as a portfolio in single ownership, was $219,000. Value estimates for the individual tracts can be found in the body of the report.

Thank you for this opportunity to be of service.

Matthew R. Cremers, MAI
PA Certified General Appraiser
GA-000469-L

CERTIFICATION

The appraiser, whose signature appears below, does hereby certify that, except as otherwise noted in this appraisal report:

He has no present or contemplated future interest in the real estate that is the subject of this appraisal report.

He has no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.

To the best of the appraiser's knowledge and belief, the statements of fact contained in this appraisal report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct.

His compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

He has made a personal inspection of the property which is the subject of this report.

This appraisal report sets forth all of the limiting conditions imposed by the terms of the assignment or by the appraiser affecting the analyses, opinions and conclusions contained in this appraisal.

This appraisal report has been made in conformity with and is subject to the requirement of the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

No one other than the appraiser prepared the analyses, conclusions and opinions concerning real estate that are set forth in this appraisal report.

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation.

The appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.

He is appropriately licensed or certified to appraise the subject property in the state in which it is located.

Matthew R. Cremers, MAI
PA # GA-000469-L

ASSUMPTIONS, LIMITING CONDITIONS AND CONTINGENCIES

1. This appraisal is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal.

2. No responsibility is assumed by the appraiser for matters which are of a legal nature, nor is any opinion on the title rendered herewith.

3. Good title is assumed.

4. Management is assumed to be competent and the ownership to be in responsible hands.

5. The property has been appraised as though free of liens and encumbrances, except as herein described.

6. The appraiser herein, by reason of this report is not required to give testimony in court with reference to the property appraised, unless arrangements have been previously made therefore. However, the appraiser is prepared to testify in support of this appraisal provided that arrangements are made prior to testimony.

7. Disclosure of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared, may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal report.

8. No soil analysis or geological studies were ordered or made in conjunction with this report, nor were any water, oil, gas, coal or other subsurface mineral and use rights or conditions especially investigated.

9. The existence of potentially hazardous material used in the construction or maintenance of the property, such as the presence of urea formaldehyde foam insulation, and/or the existence of toxic waste, which may or may not be present on the property, has not been considered. The appraiser is not qualified to detect such substances. An expert in this field should be retained by the property owner if deemed appropriate.

10. The existence of underground storage tanks and their contents which may or may not be present on the property, has not been considered. The appraiser is not qualified to detect such substances. An expert in this field should be retained by the property owner if deemed appropriate.

11. No environmental impact study has been ordered or made. The appraised property is assumed to be in compliance with all applicable regulations unless otherwise noted in the report.

12. We did not physically measure areas and dimensions of the property. We obtained measurements from plot plans or surveys furnished by the client or from public records. Maps or sketches, if included In this report, are to assist the reader in visualizing the property. We assume no responsibility for their accuracy.

13. It is assumed that the utilization of the land and/or improvements are within the boundaries of the real estate described. It also is assumed there is no encroachment or trespass unless noted within the report.

14. Full compliance with applicable federal, state and local regulations and laws is assumed, as well as compliance with all applicable zoning, use and occupancy regulations and restrictions as stated, defined and considered in this report.

15. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use which the report covers.

PURPOSE, INTENDED USE AND INTENDED USERS OF THE APPRAISAL

Purpose

The purpose of this appraisal is to estimate the market value of the land, more fully described in the report, as of a current date, which was the date of last inspection.

As used in this report, market value means:

> The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.
>
> Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> (1) Buyer and seller are typically motivated.
>
> (2) Both parties are well informed or well advised and each acting in what they consider their own best interest.
>
> (3) A reasonable time is allowed for exposure in the open market.
>
> (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
>
> (5) The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
>
> (Source: FDIC Rules and Regulations 12CFR Section 323)

Intended Use and Intended Users

The appraisal is intended for use as support in setting terms and conditions before the Surface Transportation Board in connection with the proposed abandonment of the rail line of which the subject parcels form a part. The intended users are the County of Berks, their counsel in this matter, and the Surface Transportation Board. Reliance on the contents and conclusions of this appraisal is not extended to other parties or for other uses without the written consent of the intended users and the appraiser.

PROPERTY RIGHTS APPRAISED

The value estimates represent the rights of the fee simple estate.

The fee simple estate has been defined as: "Absolute ownership unencumbered by any other interest or estate subject only to the four powers of government."

(The Dictionary of Real Estate Appraisal, Second Edition, American Institute of Real Estate Appraisers, Chicago, 1984, 1989)

A title search was not made, but good title is assumed. Normal easements, reservations or restrictions are not considered to affect value unless otherwise noted in the report.

SCOPE OF THE APPRAISAL

The scope of the appraisal included inspection of the subject tracts and review of val-map and tax map information. It also involved collection and analysis of data on sales of land in the subject's market area; and consideration of regional and local forces affecting value. The results of the analyses have been conveyed in a summary narrative appraisal report which includes individual estimates of current market value for each tract and an over-all portfolio value estimate which reflects the fact that all the tracts could probably not be sold at once.

The direct sales comparison approach to value was used to estimate value of the individual parcels. The subject is not a property type which is typically developed or bought for income-investment purposes; the income capitalization approach to value was therefore not considered applicable to the valuation assignment. Since the valuation is of land only, the cost approach was also not considered applicable.

The determination of which portions of the rail line are fee-owned, and their delineation, was made by deed and val-map research performed by personnel of Transystems, Inc. and legal counsel for Berks County in the matter of the proposed abandonment of the rail line of which the subject tracts form a part. We did not perform deed or title research in conjunction with this assignment. It is our understanding that the relevant deed information will be submitted as a separate exhibit by others.

MARKETING AND EXPOSURE TIME

The value estimates for the individual tracts are based on a marketing time of six months, based on the sales of comparable properties summarized in the report. The value estimate assumes that the properties would be offered at asking prices higher than appraised value, as an opening negotiating position.

BERKS COUNTY

Berks County is located in southeastern Pennsylvania, approximately 50 miles northwest of Philadelphia. It lies mainly in the Schuylkill River watershed and therefore forms part of the greater Delaware Valley region of Southeastern Pennsylvania. The county is on the western periphery of the East Coast's Boston/Washington corridor and is located within 250 miles of more than 25% of the nation's population. Approximate distances to some major cities are: New York, 135 miles northeast; Baltimore, 110 miles south; Washington D.C., 140 miles south; Pittsburgh, 260 miles west; the state capital of Harrisburg, 45 miles west; the city of Lancaster 25 miles southwest; Lebanon 20 miles west and Allentown 35 miles northeast.

Berks County is made up of 44 townships and 31 boroughs, with the City of Reading as county seat. Approximately half of the boroughs lie within the Reading urbanized area. The county covers 864 square miles and about 44% of its land area is used for agriculture. It consistently ranks among the top 100 counties in the nation in terms of the number of farms and market value of agricultural produce.

The county is host to several institutions of higher education, among them Albright College, The Pennsylvania State University Berks Campus, Kutztown University, Alvernia College, and Reading Area Community College.

POPULATION

Berks County's population in the 2000 Census was 373,638. This represented an 11.0% increase over the 1990 count of 336,523, which was a 7.7% increase over the 1980 count of 312,497. Among surrounding counties, only Schuylkill County, located to the north and heavily dependent upon coal production, posted a population decline --- continuing a trend of depopulation which extends back to its population height during the peak of the coal industry's dominance in the 1930's. To the southwest, Lancaster County showed a roughly 11% increase in population between 1990 and 2000, to 470,658; to the west, Lebanon rose about 6% to 120,327; to the east, Montgomery County increased about 11% to 750,097 with the most people added of any county in Pennsylvania; and to the southeast, Chester County registered the largest rate of increase in the state, for the second census in a row, at 15%, to 433,501. The numbers show Berks to be in the middle of the pack in terms of population size and toward the upper end in rate of growth. It also bears more demographic resemblance to the counties to the south and east than those to the north and west.

TRANSPORTATION

The City of Reading is the center of commerce and industry for Berks County and one of a chain of small cities, including Allentown/Bethlehem/Easton, Lancaster, Harrisburg, and York, which form a westerly arc across Southeastern Pennsylvania at a radius of 50-75 miles from Philadelphia. The shape of this regionally and nationally important arc of population and commerce has physical roots in a sweeping concatenation of long mountain ridges, known in different places as the Blue, South, Kittatinny and Tuscarora Mountains. North of Allentown and west of Harrisburg, the topography changes, and it becomes necessary to either go over or through mountain ridges. The geologic curve which naturally shunts travel and commerce in a northeast/southwest direction across Southeastern Pennsylvania has been reinforced by the Route 22/78/81 Interstate system, which follows the westerly edge of the Piedmont structure from New York through Easton, Bethlehem, and Allentown to Harrisburg and then turns south into Maryland and eventually follows the Shenandoah Valley through Virginia into North Carolina. This has become a nationally significant route for truck commerce, its importance emphasized by increasing congestion and delays on the shorter north/south route along I-95 through Philadelphia. This sweeping route crosses northern Berks County in the form of I-78, just south of the Blue Mountain and the Schuylkill County line. The southern part of Berks County is more influenced by I-76, the Pennsylvania Turnpike, which crosses its southern tip, with an interchange at Morgantown. U.S. Route 422, which connects Reading to the Philadelphia MSA has been a catalyst for growth in southern townships. U.S. Route 222 connects Reading to both Lancaster and Allentown. Other routes of local and regional importance include PA Route 61, which extends from Reading to Pottsville and points north; and I-176, a short spur connecting Reading to the Pennsylvania Turnpike at Morgantown. Route 100 passes through the very easternmost part of the county, connecting it to Montgomery, Chester, and Lehigh Counties.

Regional air transportation is provided through the Reading Municipal Airport, located northwest of Reading in Bern Township. This facility can accommodate jet traffic, most of which is freight. Regularly scheduled passenger service is provided by small commuter lines. Philadelphia and Allentown/Bethlehem/Easton are the nearest alternatives for larger air carrier service. There are numerous small airfields in the county, which accommodate light propeller craft. Mass transit is provided by the Berks Area Reading Transportation Authority (BARTA), as well as two other bus companies.

EMPLOYMENT

The Reading area is highly industrialized, with manufacturing contributing 23.18% of the total non-agricultural wage and salary employment, compared with 15.74% for the state and 13.55% for

the nation. Agriculture dominates many other parts of the county. Despite contributing only about 2% of the county's total resident employment, its 1,809 farms produced $167,757,000 in sales in 1987, ranking Berks as the third largest producing county in the state, behind the neighboring counties of Lancaster ($600,772,000) and Chester ($234,611,000). By 1997, there were 1,586 farms producing $247,789,000 in sales. The number of farms has steadily decreased, falling from 4,863 in 1945 to 1,586 in 1997. This parallelled national trends in agriculture, which have shown movement away from widespread family operation and toward more industrialized operation. Because the economies of industrial agriculture favor larger farms than strict family operation, the amount of land under cultivation fell less drastically: from 374,891 acres in 1945 to about 222,000 in 1997, as average farm size rose from 77.1 to 140.0 acres. Loss of farmland has accelerated in the 1987-1997 period, averaging 2,175 acres per year versus the longer-term average of 1,644 acres per year in the 1974-1997 period.

The county has deep industrial roots and is economically diverse. As of December 2000, the top-ten employers were East Penn Manufacturing, Reading Hospital, Lucent Technologies, Carpenter Technology Corporation, Berks County Government, Boscov's Department Stores, Pennsylvania State Government, the Reading School District, GPU Energy (now First Energy/Metropolitan Edison), and the U.S. Government. These accounted for only 24,341 jobs out of the county's work force of approximately 174,000. Combined employment in the twenty largest local firms totalled only 36,292 or about 20.9% of the work force, showing little dependence on any single industry or employer. However, distribution of employment sectors in Berks County still shows a heavier reliance on manufacturing, and slightly less on government and services, than the rest of the nation. Representation of other non-farm sectors is similar to that found nation-wide as shown in the table below.

DISTRIBUTION OF NON-FARM EMPLOYMENT

Sector	Berks County	PA	US
Construction & Mining	4.38%	4.71%	5.49%
Manufacturing	23.18%	15.74%	13.55%
Transportation/Public Utilities	4.97%	5.30%	5.35%
Wholesale & Retail Trade	23.60%	22.22%	22.91%
Finance, Insurance, Real Estate	5.03%	5.71%	5.74%
Services	26.73%	33.23%	30.98%
Government	12.12%	13.09%	15.99%

Source: US Bureau of Labor Statistics, July 2001. Figures are as of April 2001.

Unemployment in Berks County has been generally similar to state and national levels, as shown in the comparison below. Like the state and nation, Berks County's unemployment rate increased significantly in 2002-2003 but has come down in 2005-2006.

UNEMPLOYMENT RATE COMPARISON APRIL 2003-2006

Area	April 2003	April 2004	April 2005	April 2006
Reading MSA/Berks County	6.4%	5.2%	4.6%	4.2%
Pennsylvania	5.4%	5.2%	4.7%	4.4%
United States	5.8%	5.4%	4.9%	4.5%

Source: U.S. Bureau of Labor Statistics. Not seasonally adjusted.

INCOME

Median household income in Berks County was $44,714 in the last census. This was significantly below neighboring counties of Chester, the highest in the state at $65,295; Montgomery, the second highest at $60,829; and similar to Lancaster County's $45,507. It was substantially higher than the state-wide median of $40,106. Bell Atlantic provides income statistics by phone directory service area, in many ways a more detailed and useful level of collection than by county. These show the same general gradient as population growth, with the highest numbers coming from the south and east of Berks and falling away sharply to the north.

CONCLUSIONS

Berks County has exhibited accelerating growth over past decades. Pre-census (1996) estimates and projections for the year 2000 had indicated a population of about 354,000 by the turn of the millennium, but the 2000 Census indicated that this projection had been exceeded by a wide margin. Similar strong growth has been seen in counties to the south and east and weaker to the north. Income levels parallel this gradient, with Berks positioned between counties of the coastal plain and those of the more mountainous interior. The county economy is sufficiently diverse to provide some insulation from the effects of defections or weakness in individual corporations. It remains more reliant on manufacturing than some neighboring counties and has experienced an uptick in unemployment rate slightly higher than experienced by the state and nation.

MONTGOMERY COUNTY

The subject is located in Montgomery County, Pennsylvania. Montgomery County is the second largest component of the Philadelphia Metropolitan Statistical Area (MSA), which also includes Bucks, Chester, Delaware and Philadelphia Counties in Pennsylvania and Burlington, Camden, and Gloucester Counties in New Jersey. Because of their importance to the Delaware Valley commercial real estate market, Mercer County, New Jersey and New Castle County, Delaware are often included in regional studies.

Pennsylvania's population, as reported by the Census Bureau, was 12,281,054 in 2000, up 3.4% from 11,881,643 in 1990. The 1990 level had represented a very slight, but positive, change of 0.14% over the 1980 figure. The recent count shows a rate of growth which has increased significantly over the decennial rates experienced during the 1950's, 1960's and 1970's of 0.7%, 0.4% and 0.54% respectively. Pennsylvania's general lack of population growth since 1950 is often attributed to decreasing populations in urban areas, population migration to Sun Belt areas and the trailing off of the post World War II baby boom. The recent upturn appears to reflect a stemming of that trend coupled with strong growth in suburban counties such as Chester, Montgomery, Bucks, Lancaster, and Berks in southeastern Pennsylvania. Summarized below are Census Bureau population counts for the ten counties in the Philadelphia market area of the Delaware Valley.

DELAWARE VALLEY POPULATION COUNTS

County	1970	1980	1990	2000	% Change 1990-2000
Bucks	415,056	479,211	541,175	597,635	10.4 %
Chester	278,311	316,660	376,396	433,501	15.2 %
Delaware	600,035	555,007	547,651	550,864	0.6 %
Montgomery	**623,799**	**643,621**	**678,111**	**750,097**	**10.6 %**
Philadelphia	1,948,609	1,688,210	1,585,577	1,517,550	-4.3 %
Pennsylvania Total	3,865,810	3,682,709	3,728,910	3,849,647	3.2 %
Burlington	323,132	362,542	395,066	423,394	7.2 %
Camden	456,291	471,650	502,824	508,932	1.2 %
Gloucester	172,681	199,917	230,082	254,673	10.7 %
Mercer	303,968	307,863	325,824	350,761	7.7 %
New Jersey Total	1,256,072	1,341,972	1,453,796	1,537,760	5.8%
New Castle County, De.	385,856	398,115	441,946	500,265	13.2%
Ten County Total	5,507,738	5,422,796	5,624,652	5,887,672	4.7%

As the previous table indicates, the region experienced an overall decline between 1970 and 1980 of 84,942 persons or 1.5%. This reduction was not unlike most metropolitan areas in the northeast region which experienced widespread migration to the southern and western states during the same period. The trend reversed between 1980 and 1990 with 3.7% total growth or the addition of just over 200,000 people and this trend accelerated moderately between 1990 and 2000. Trends for individual counties between 1970 and 2000 indicate a general out-migration from the area's most highly urbanized areas - Philadelphia and Delaware Counties. Substantial growth was experienced in most suburban areas - especially Chester, New Castle, Montgomery, Bucks, and Gloucester Counties, where double-digit growth was recorded. This trend has continued in the 2000-2005 period. Below are Census Bureau 2005 population estimates for the four suburban Philadelphia Counties in Pennsylvania.

County	2005 Estimate	2000 Population	Numeric Change	Percent Change
Bucks	621,342	597,635	23,707	4.0%
Chester	474,027	433,501	40,526	9.3%
Delaware	555,648	550,864	4,784	0.9%
Montgomery	775,883	750,097	25,786	3.4%
Combined	2,426,900	2,332,097	94,803	4.1%

The census figures for the four Philadelphia suburban counties on the Pennsylvania side of the Delaware River indicate that Chester County has added the most people in the last five years, followed by Montgomery and Bucks Counties. Population change in Delaware County, the most densely-developed of the four, has been essentially flat.

TRANSPORTATION

The Philadelphia metropolitan area has an extensive highway network, providing access to other major markets. The region also has mass transit infrastructure, with both bus and rail components.

The Pennsylvania Turnpike (I-76 and I-276) provides access to points east and west including

New Jersey, Harrisburg, Pittsburgh, and Ohio. The Northeast Extension (PA Route 9) of the Pennsylvania Turnpike provides access to Allentown, Wilkes-Barre/Scranton, and roads leading to New York and Canada. Interstate 76 (the Schuylkill Expressway) and Interstate 476 (the Blue Route) converge in the southern portion of Montgomery County. The former connects the Turnpike, U.S. Route 202, and I-476 with Center City Philadelphia. The recently completed Blue Route (I-476) links I-95, in Delaware County, with the Pennsylvania Turnpike in Plymouth Township. This highway, which took 35 years to plan and complete, functions as a western beltway around Philadelphia and provides improved access to I-95 and the Philadelphia International Airport as well as relieving some congestion on the Schuylkill Expressway. Other major roadways in the region include U.S. Route 422, which functions as a western extension of the Schuylkill Expressway; and State Routes 309, 63, 73, and 23.

The Southeastern Pennsylvania Transportation Authority (SEPTA) provides regional commuter rail lines and bus service in Montgomery County. SEPTA has also implemented a commuter rail service to the Philadelphia International Airport. Amtrak serves the region's requirement for national rail service via Philadelphia's 30th Street Station.

The main source of air travel is provided by the Philadelphia International Airport. The airport, located eight miles southwest of center city Philadelphia, offers a full range of scheduled flights both domestic and international. There are currently fourteen domestic, six overseas, and fifteen commuter airlines servicing the airport. The new overseas terminal "A" has been completed. A new "Cargo City", on a 221 acre tract adjacent to the airport, exists to facilitate expanded freight service. Wings Field and Pottstown/Limerick Airports, located in Whitpain and Limerick Townships respectively, serve small craft and provide shuttle service to Philadelphia International Airport from points in Montgomery County.

EMPLOYMENT/ECONOMIC BASE

Montgomery County is a center of pharmaceutical, electronic, and aerospace industries. Major employers include Martin Marietta, Merck & Company, Unisys, Ford Motor's Aerospace Division, Johnson and Johnson, McNeil Pharmaceutical, Leeds and Northrup, Smith-Kline Clinical Laboratories, Sanofi, Rohm and Haas, Bell Atlantic, SPS Technology (Aerospace), and Rhone-Poulenc Rorer.

A shift in employment patterns has paralleled the population shift, with Montgomery County experiencing rapid job growth from 1970-1980 while Philadelphia showed a decline. A comparison of Montgomery County's employment base to other counties in the Philadelphia Metropolitan Statistical Area is shown on the following page.

DELAWARE VALLEY WORKFORCE FIGURES AND PROJECTIONS

	1970	1980	1990	2000	2010
Bucks	130,500	196,000	247,100	272,900	286,900
Chester	108,100	145,500	176,000	194,400	204,400
Delaware	181,400	211,900	228,600	235,500	240,300
Montgomery	**303,500**	**392,400**	**483,400**	**523,500**	**544,800**
Philadelphia	1,013,600	858,400	865,800	871,900	878,000
Pennsylvania Total	1,737,100	1,804,200	2,000,900	2,098,200	2,154,400
Burlington	130,900	138,200	181,500	200,500	216,100
Camden	161,400	196,500	239,600	259,400	270,000
Gloucester	44,100	65,500	81,000	94,000	103,800
Mercer	154,000	189,500	224,800	243,500	253,400
New Jersey Total	490,400	589,700	726,900	797,400	843,300
Nine County Total	2,227,500	2,393,900	2,727,800	2,895,600	2,997,700

Source: Delaware Valley Regional Planning Commission

Income

Since its creation, Montgomery has been among the wealthiest of Pennsylvania's counties. The structural underpinnings of this situation are rooted in historic patterns of development and chartering of legal municipalities. There were three original Pennsylvania counties, established by William Penn in the 1680's. From north to south they were: Bucks, Philadelphia, and Chester Counties. The current Delaware County was subsequently carved out of the once-larger Chester County (which is why the old city of Chester is in Delaware County and the county seat of Chester County is West Chester). Bucks County remained more or less intact. The western part of Philadelphia County, which ran up the Schuylkill River to what is now Berks County, was separated from the city in the 18th century to create

Montgomery County. As the county with greatest physical proximity to Philadelphia, wrapping around the jagged western city line, Montgomery was the destination of first choice to which wealth fled to avoid the higher taxes and greater congestion of the city and to enjoy the appealing topography of rolling hills, woods, fields and streams which characterized the area.

Income statistics are harder to verify than population data, and therefore less reliable and less consistently reported. According to an April 1992 U.S. Department of Commerce report, per capita income in Montgomery County was $28,462 in 1990. The same department's estimates for 1991, but from a different publication, were significantly lower ($25,989). However, this lower figure still placed Montgomery County 31st among the top 100 counties and county equivalents (e.g. independent cities) in the nation. The census tape which breaks out income by township indicated 1990 per capita income of $21,990 for the county. The differences reported by even the same sources suggest an inexact science. People are simply evasive about how much money they make; pride can cause exaggeration, fear of taxes the opposite. What should be stressed here is that incomes are high in Montgomery County by any consistently applied standards, and certainly by comparison to Pennsylvania averages. Below are median household income estimates from the census Bureau (2003 estimates, latest available as of 2006).

Political Subdivision	Median Household Income (2003)
Bucks County	$62,375
Chester County	$67,939
Delaware County	$49,743
Montgomery County	$65,234
Pennsylvania	$42,952

CONCLUSIONS

Montgomery is a wealthy county with its densest land use in the eastern sections, along the Philadelphia city line. Because of its historic relationship to the city (they were once one and the same county), it has been a premier suburban location. Population continues to grow at a strong pace, though below less densely-developed areas like Chester County. Within Montgomery County, this same trend of motion toward available space has been evident. Less densely-settled townships in the central and northwestern parts of the county have shown much higher growth rates than those in the east. Therefore, while population growth county-wide is expected to continue at a strong level, most of it will

probably be accommodated in the central and western parts of the county where more land is available for development.

Comparison of employment and population trends suggests that the migration of population to the outer edges of the fastest growing counties has been the result of people following available space, facilitated by a spreading of white and pink collar jobs along highway corridors. The trends suggest that Montgomery County will continue to be home to more than its share of the regional work force and to be a regional employment center of great importance.

LOCALITY

COMMUNITY NAME:	Borough of Boyertown Berks County, PA
LOCATION:	Southeastern part of Berks County surrounded on the north, west and south by Colebrookdale Township; and Douglass Township, Montgomery County, to the east.
LAND AREA:	0.80 square miles
2000 POPULATION:	3,940
2000 POPULATION DENSITY:	4,925 people per square mile (County average = 478)
1990 POPULATION:	3,759
TREND:	Growing. Population increased 4.80% between 1990 and 2000 (County = 11.30%).
INCOME:	Township median household income in the 2000 Census was $39,232. The mean for households with earnings was $50,399. Median family income was $52,943. Per capita income was $21,194.
MAJOR ROADWAYS:	PA Routes 100, 562, 100, and US Route 73

LOCALITY

COMMUNITY NAME:	Colebrookdale Township Berks County, PA
LOCATION:	Eastern part of county, east of Reading, surrounding the Borough of Boyertown, on the Montgomery County line.
LAND AREA:	8.4square miles
2000 POPULATION:	5,270
2000 POPULATION DENSITY:	627 people per square mile
1990 POPULATION:	5,469
TREND:	Shrinking. Decreased 3.6% between 1990 and 2000 (County = + 11.0%).
INCOME:	Township median household income in the 2000 Census was $54,238. The mean for households with earnings was $58,073. Median family income was $60,407. Per capita income was $23,208.
MAJOR ROADWAYS:	PA Routes 100, 73, and 562

LOCALITY

COMMUNITY NAME:	Douglass Township Berks County, PA
LOCATION:	Southeastern part of county, southeast of Reading, on the Montgomery County line.
LAND AREA:	12.8square miles
2000 POPULATION:	3,327
2000 POPULATION DENSITY:	260 people per square mile
1990 POPULATION:	3,570
TREND:	Shrinking. Decreased 6.8% between 1990 and 2000 (County = + 11.0%).
INCOME:	Township median household income in the 2000 Census was $52,306. The mean for households with earnings was $59,093. Median family income was $55,573. Per capita income was $22,896.
MAJOR ROADWAYS:	US Route 422 and PA Route 562

LOCALITY

COMMUNITY NAME:	Pottstown Borough Montgomery County, PA
LOCATION:	Western part of County in the Schuylkill River Valley with Upper Pottsgrove Township and West Pottsgrove Township to the north; Lower Pottsgrove Township to the east; West Pottsgrove Township to the west; North Coventry Township, Chester County, and East Coventry Township, Chester County to the south.
LAND AREA:	4.90 square miles
2000 POPULATION:	21,859
2000 POPULATION DENSITY:	4,461 people per square mile (County average = 1,553)
1990 POPULATION:	21,831
TREND:	Stable. Population increased 0.12% between 1990 and 2000 (County = 10.6%).
INCOME:	Township median household income in the 2000 Census was $35,785. The mean for households with earnings was $46,067. Median family income was $45,734. Per capita income was $19,078.
MAJOR ROADWAYS:	US Route 422, PA Routes 663, 100, 724

THE SUBJECT PROPERTY

INTRODUCTION / IDENTIFICATION

The subject tracts are part of a rail line proposed for abandonment. In some cases they include side land and in others parts of the rail bed proper. There were no improvements apparent on any of the tracts at the time of inspection. The line is identified on Berks County Tax maps as the "Colebrookdale Industrial Track". Tax maps for the section in Montgomery County bear the name "Reading Colebrookdale Branch R.R. Co." A 1998 appraisal supplied to us refers to the line as USRA Line 909.

The line extends for about eight and a half miles from the Borough of Pottstown, in Montgomery County, Pennsylvania north and westward through West Pottsgrove Township (Montgomery County) then through Douglass and Colebrookdale Townships, in Berks County, and into the Borough of Boyertown, Berks County.

For most of its length, the line follows the Manatawny and Ironstone Creeks through Douglass Township. The tracts located there tend to be cuts in the rather narrow and steep valleys associated which these two waterways. The more valuable tracts are located near the northern terminus in Boyertown and the southern terminus in Pottstown.

On following pages we have summarized characteristics of the tracts which the client's field experts have identified as held in fee ownership. The land has been sorted into ten tracts for valuation purposes. These are generally non-contiguous. Two tracts in Boyertown are adjacent but separated by a street, so we have considered them separately since there is a high probability they would be sold that way. The tracts are presented more or less in the order they were inspected - basically from south to north starting around the Berks County line in Douglass Township, up through Douglass, into Colebrookdale Township and Boyertown Borough and then back to Pottstown. For convenience, we have named the tracts based on their local setting. The first two are located near the Manatawny Creek and accessed via Manatawny Drive. Next is a single tract located along Birch Lane. Following that are three tracts along the Ironstone Creek near Farmington Avenue and the Douglass/Colebrookdale Township line. Following that are three tracts located in Boyertown Borough to the east of Chestnut Street. Two straddle Third Street and the northernmost fronts on the north side of Philadelphia Avenue

(PA Route 73). The last summary presented is of the southernmost tract, located in Pottstown Borough. It extends along the Manatawny Creek on the downslope behind more elevated commercial and industrial uses located along Shoemaker Road and Robinson Street.

Tract Areas

With the exception of the Manatawny South tract, public information on tract size is unavailable. We have estimated land area of the tracts by scaling tax maps and referring to val-map information where it appeared consistent with the current tax map. This generates a rough estimate of land area, which we believe to be sufficient for valuation purposes given the rounding margins; however, it is necessarily less precise than actual survey information, which was not available.

Tax Parcel Identification

Because the identification of the fee-owned tracts is taken from historic deed and val-map research, nine of the ten subject tracts are not coterminous with tax parcels as shown on Berks County tax maps. The one exception is the Manatawny South tract. The rail corridor in Berks County from Boyertown to the Montgomery County line west of Pottstown has been assigned five tax parcels on County records, totaling 62.07 acres. They are: 33-5387-20-90-0699 (7.42 acres) ; 38-5386-07-57-8845 (5.39 acres); 41-0000-00-00-0045 (mapped PIN 5375-02-87-0488, 41.17 acres); 41-0000-00-00-0048 (mapped PIN 5374-02-78-1686, 0.95 acres, the subject Manatawny South tract); and 41-5386-17-21-4308 (7.14 acres). A printout of these, provided by Berks County, is reproduced in the Addenda. These are all associated with the 2003 transaction discussed below.

Ownership/Sales History

The five tax parcels listed above were purchased by Penn Eastern Rail Lines, Inc. in July 2003 for a recorded consideration of $177,000 (Deed Book 3805, Page 562). The 2003 transaction included at least one other parcel: 33-5387-20-90-0435 consisting of 2.09 acres in Boyertown, which was subsequently sold to the Borough. A summary of that sale can be found in the valuation section. There have been no sales of the tracts which are the subject of this report in the three years preceding the date of value.

SUBJECT TRACT SUMMARY

MANATAWNY SOUTH

TAX IDENTIFIER:	41-5374-02-78-1686
VAL-MAP:	6
COUNTY:	Berks
MUNICIPALITY:	Douglass Township
STREET LOCATION:	Southwest of Manatawny Drive
ACCESS/FRONTAGE:	No street frontage. Access is via the rail line only.
APPROXIMATE LAND AREA:	0.95 acres
TOPOGRAPHY:	Steeply sloping
GROUND COVER:	Wooded
FLOOD PLAIN:	No
SURROUNDING LAND USE:	Rural. Single family detached homes at low densities.
COMMENTS:	This parcel consists of a cut into a rocky hillside. A note on the val-map indicates that it was acquired for added fill area. It has effectively no level areas. The parcel's market value tax assessment is $3,000.

SUBJECT TRACT SUMMARY

MANATAWNY NORTH

TAX IDENTIFIER:	Not separately identified. Located on tax map 5375-04 in quadrant 60.
VAL-MAP:	6 & 7
COUNTY:	Berks
MUNICIPALITY:	Douglass Township
STREET LOCATION:	Parallel to Manatawny Drive near the projection of Rattlesnake Hill Road
ACCESS/FRONTAGE:	No street frontage. Access is via the rail line only.
APPROXIMATE LAND AREA:	1.24 acres
TOPOGRAPHY:	Level rail bed cut into a steep hillside above the Manatawny Creek
GROUND COVER:	The rail bed is cleared through woods
FLOOD PLAIN:	No
SURROUNDING LAND USE:	Rural. Single family detached homes at low densities. The line runs behind several houses which front on Manatawny Drive at a higher elevation.
COMMENTS:	This parcel consists of a curving stretch of rail bed with approximately 60' width located midway up a steep hillside between the Manatawny creek and existing homes on Manatawny Drive. It appears to be above the floodplain of the creek. It has no road frontage.

SUBJECT TRACT SUMMARY

BIRCH LANE

TAX IDENTIFIER:	Not separately identified. Located on map 5386-17 in quadrant 10.
VAL-MAP:	11
COUNTY:	Berks
MUNICIPALITY:	Douglass Township
STREET LOCATION:	Birch Lane
ACCESS/FRONTAGE:	Curving frontage on Birch Lane
APPROXIMATE LAND AREA:	0.76 acres
TOPOGRAPHY:	Mostly level rail bed
GROUND COVER:	Clear
FLOOD PLAIN:	No
SURROUNDING LAND USE:	Rural. Single family detached homes and small farms at low densities.
COMMENTS:	The eastern and western parts of the parcel extend into cuts. There is direct access from Birch Lane, a short Township cartway. The tax map indicates a connection with Spruce Lane,, but Spruce Lane terminates at a higher elevation than Birch Lane on the northern side of the rail line and there was no overpass in place as of the date of inspection.

SUBJECT TRACT SUMMARY

IRONSTONE SOUTH

TAX IDENTIFIER:	Not separately identified. Located on map 5386-14 in quadrants 33 and 43.
VAL-MAP:	14
COUNTY:	Berks
MUNICIPALITY:	Douglass Township
STREET LOCATION:	West of Farmington Avenue
ACCESS/FRONTAGE:	None. Separated from Farmington Avenue by the Ironstone Creek. Access is via the rail line only. A Township cartway (T-482) which shows on the tax map did not appear to be open or passable at the time of inspection. There is a concrete abutment along the Ironstone Creek at the northern end of the parcel where a bridge appears to have been located in the past. The parcel is now deeply land-locked and not accessible from the east except through the creek bed.
APPROXIMATE LAND AREA:	1.40 acres
TOPOGRAPHY:	Leveled areas along the line.
GROUND COVER:	Wooded
FLOOD PLAIN:	Parts on the southeast side of the rail probably are subject to periodic flooding.
SURROUNDING LAND USE:	Forest/Agricultural
COMMENTS:	This parcel consists of two strips of land located on either side of the rail line. The strip on the northwest side appears to be on the order of 20' wide per the tax map. The other varies from about 61' to 295' wide.

SUBJECT TRACT SUMMARY

IRONSTONE MIDDLE

TAX IDENTIFIER:	Not separately identified. Located on map 5386-14 in quadrant 44.
VAL-MAP:	14
COUNTY:	Berks
MUNICIPALITY:	Douglass Township
STREET LOCATION:	Parallel to and west of Farmington Avenue
ACCESS/FRONTAGE:	None. Separated from Farmington Avenue by the Ironstone Creek. Access is via the rail line only.
APPROXIMATE LAND AREA:	0.95 acres
TOPOGRAPHY:	Part leveled rail bed and part steeply sloping
GROUND COVER:	Wooded
FLOOD PLAIN:	No
SURROUNDING LAND USE:	An older industrial facility, now converted to multi-tenancy, is located to the east along Farmington Avenue on the opposite bank of the Ironstone Creek from the subject tract. Rural/agricultural uses are located above the slope to the west.
COMMENTS:	This parcel is principally a cut into a steep hillside on the west bank of the Ironstone Creek. It is adjacent to industrial uses, but not accessible from them, because of the creek.

SUBJECT TRACT SUMMARY

IRONSTONE NORTH

TAX IDENTIFIER:	Not separately identified. Located on tax map 5386-10 in quadrant 46.
VAL-MAP:	14
COUNTY:	Berks
MUNICIPALITY:	Douglass and Colebrookdale Townships
STREET LOCATION:	Crosses Farmington Avenue
ACCESS/FRONTAGE:	Accessible from Farmington Avenue
APPROXIMATE LAND AREA:	1.12 acres
TOPOGRAPHY:	The parcel is built-up above road grade. The southeastern side has a typically steep berm. The northwesterly side can be accessed from adjoining property at close to grade. The center of the parcel is leveled rail bed.
GROUND COVER:	Clear except for brush and trees on the berm.
FLOOD PLAIN:	No
SURROUNDING LAND USE:	Single family detached housing and a municipal facility
COMMENTS:	This parcel supports a rail overpass over Farmington Avenue. Deducting the roadway reduces the estimated area to approximately 0.95 acres. The northeastern end of the parcel straddles the municipal boundary between Douglass and Colebrookdale Townships.

SUBJECT TRACT SUMMARY

BOYERTOWN SOUTH
(South Side Of Third Street)

TAX IDENTIFIER:	Not separately identified. Located on map 5387-20 in quadrant 80.
VAL-MAP:	17
COUNTY:	Berks
MUNICIPALITY:	Boyertown Borough
STREET LOCATION:	South side of Third Street just east of South Chestnut Street
ACCESS/FRONTAGE:	Direct, approximately 60 feet of frontage on Third Street
APPROXIMATE LAND AREA:	0.47 acres
TOPOGRAPHY:	At street grade along Third Street; below street grade to the south parallel to Chestnut Street.
GROUND COVER:	Clear
FLOOD PLAIN:	No
SURROUNDING LAND USE:	Industrial and commercial
COMMENTS:	Adjoins former railroad land sold in 2008 which supports a small industrial building along Third Street.

SUBJECT TRACT SUMMARY

BOYERTOWN MIDDLE
(North Side Of Third Street)

TAX IDENTIFIER:	Not separately identified. Located on tax map 5387-20 in quadrants 80 and 90.
VAL-MAP:	17
COUNTY:	Berks
MUNICIPALITY:	Boyertown Borough
STREET LOCATION:	North side of Third Street just east of South Chestnut Street
ACCESS/FRONTAGE:	Direct, approximately 95 feet of frontage on Third Street
APPROXIMATE LAND AREA:	0.53 acres
TOPOGRAPHY:	Level and at street grade
GROUND COVER:	Clear
FLOOD PLAIN:	No
SURROUNDING LAND USE:	Industrial and commercial
COMMENTS:	Adjoins parcel 33-5387-20-90-0435 which was sold by the railroad to Boyertown Borough in 2008.

SUBJECT TRACT SUMMARY

BOYERTOWN NORTH
(North Side of Philadelphia Avenue)

TAX IDENTIFIER:	Not separately identified. Located on tax map 5387-20 in quadrants 90 and 91
VAL-MAP:	17
COUNTY:	Berks
MUNICIPALITY:	Boyertown Borough
STREET LOCATION:	Northeasterly side of Philadelphia Avenue (PA Route 73)
ACCESS/FRONTAGE:	Direct, approximately 60 feet of frontage on Philadelphia Avenue
APPROXIMATE LAND AREA:	0.39 acres
TOPOGRAPHY:	Level and at street grade
GROUND COVER:	Clear
FLOOD PLAIN:	No
SURROUNDING LAND USE:	Commercial and industrial
COMMENTS:	Extends across a mapped alley in the rear but not as far as Fourth Street.

SUBJECT TRACT SUMMARY

POTTSTOWN

TAX IDENTIFIER:	Part of Pottstown Block 48, Lot 23
VAL-MAP:	5
COUNTY:	Montgomery
MUNICIPALITY:	Borough of Pottstown
STREET LOCATION:	Located east of Shoemaker Road and north of King Street
ACCESS/FRONTAGE:	None. Access is via the rail line only.
APPROXIMATE LAND AREA:	2.92 acres in the right of way/rail bed. Side land, much of which appears to be in the flood plain of the Manatawny, or the creek bed itself, may roughly double that gross area. However, given the apparent relationship to the creek bed, we estimate effective area for valuation purposes to be four acres.
TOPOGRAPHY:	Leveled rail bed on a slope. Rises to the west toward shoemaker Road and falls away to the east toward the Manatawny Creek.
GROUND COVER:	Mainly clear rail bed. Some trees to the sides.
FLOOD PLAIN:	No
SURROUNDING LAND USE:	Commercial to the west along Shoemaker Road. Institutional (Borough Park) to the east.
COMMENTS:	Adjacent to Manatawny (Gruber) Park (to the south at King Street). Crosses PA Route 100 and runs between an industrial park and the Manatawny Creek.

Highest and Best Use

When tracts like the subject are part of a functioning corridor, their highest and best use is usually as part of that corridor. The subject corridor is proposed for abandonment, which is a strong indication that corridor use may not be the current highest and best use.

Considered individually, most of the subject tracts are limited by what is physically possible - usually because of steep slope and lack of direct road access - and what is legally permissible, because their widths would not leave enough set-back (i.e. front, rear, and side yard) room for construction of building improvements under prevailing zoning.

Because of this, the most probable buyers for the Manatawny, Birch Lane, Ironstone and Pottstown tracts would be adjoining land owners and the highest and best use of such tracts, absent a viable corridor, would be sale to such entities. This severely limits value because the pool of potential buyers is therefore very shallow. In the case of parcels such as those mentioned, topography - many are virtually on cliffs and are proximate to waterways subject to flooding - potential liability associated with ownership would have a further dampening effect on value.

The parcels in Boyertown differ from the others in that they have 1) meaningful street frontage; 2) good relation to street grade, being mainly level; 3) urban location with multiple demand generators; 4) public utilities such as water and sewer in place; and 5) land use regulations which generally permit development of much smaller parcels than is the case in rural settings. For these reasons, the population of potential buyers is broader, consisting of more than just neighbors, and value is therefore significantly higher.

DIRECT SALES COMPARISON APPROACH

The direct sales comparison approach to value consists of the analysis of recent sales of similar properties in order to derive an indication of the market value for the property being appraised. In arriving at a value indication for the subject tracts by the direct sales comparison approach, sales of land were reviewed and analyzed with consideration given to differences between the sold properties and the subjects for factors such as the following:

1. Real property rights conveyed.
2. Financing terms.
3. Conditions of sale.
4. Changes in market conditions.
5. Location.
6. Physical characteristics.
7. Zoning/Highest and Best Use

Summaries of sales considered pertinent to the subject valuation can be found on following pages. These have been grouped into two sets. The first consists of sales of rural land, generally with some sort of physical constraints, for comparison to the subject tracts in Douglass Township. The second consists of sales of land with a commercial/industrial highest and best use, some with physical constraints, such as flood plain, and some not, for comparison to the Boyertown and Pottstown tracts.

RURAL LAND SALE:	RL-1
LOCATION:	Lot 8523 Green Hills Road Robeson Township Berks County, PA Parcel 73-5314-18-30-8523
DATE:	July 2008
CONSIDERATION:	$100,000
GRANTOR:	Stephen Lewandowski
GRANTEE:	Gary Fleck
DEED BOOK/PAGE:	5390/1783
LAND:	17.41 acres. Partially wooded. No public water or sewer.
ZONING:	R-4 Residential
IMPROVEMENTS:	None
UNIT PRICE:	$5,744 per acre
COMMENTS:	Listed at $397,500. 262 days on market. Marketed as a prime building site. High density residential zoning.

RURAL LAND SALE:	RL-2
LOCATION:	Antietam Road at Kraemer Avenue Lower Alsace Township Berks County, PA Parcel 23-5327-10-36-8150
DATE:	March 2008
CONSIDERATION:	$10,000
GRANTOR:	Melvin B. Feick, Jr.
GRANTEE:	Richard W. Ault
DEED BOOK/PAGE:	5339/0869
LAND:	1.73 acres bisected by Antietam Road. Public water and sewer available in the vicinity.
ZONING:	R-4 Residential
IMPROVEMENTS:	None
UNIT PRICE:	$5,780 per acre
COMMENTS:	Listed at $14,900. 186 days on market. Prior sale in 2001 for $10,000.

RURAL LAND SALE:	RL-3
LOCATION:	Fancy Hill Road Earl Township Berks County, PA Parcel 42-5376-01-06-3415
DATE:	December 2007
CONSIDERATION:	$125,000
GRANTOR:	Estate of Emma Rhoads
GRANTEE:	John J. Lennon and Shari E. Lennon
DEED BOOK/PAGE:	5277/2097
LAND:	16.60 acres. Landlocked parcel. No public water or sewer.
ZONING:	Residential
IMPROVEMENTS:	None
UNIT PRICE:	$7,530 per acre
COMMENTS:	Listed at $129,900 and subsequently reduced to $125,000. 135 days on market. Tax abated parcel under PA Act 319.

RURAL LAND SALE:	RL-4
LOCATION:	Buck Hollow Road Robeson Township Berks County, PA Parcel 73-5322-00-58-9226
DATE:	November 2007
CONSIDERATION:	$200,000
GRANTOR:	Frederick Lough and Mary Mullin
GRANTEE:	Larry C. Fisher Revocable Trust
DEED BOOK/PAGE:	5249/0683
LAND:	20.08 acres. Mainly wooded. Sloping. No public water or sewer.
ZONING:	EAP, Effective Agricultural Preservation District
IMPROVEMENTS:	None
UNIT PRICE:	$9,960 per acre
COMMENTS:	Listed at $398,000. Subsequently reduced to $219,000. 689 days on market. Tax abated parcel under PA Act 319. Marketed as having potential for as many as three lots maximum (two X 2 acre lots plus the remainder).

RURAL LAND SALE:	RL-5
LOCATION:	Lot 14 Congo Road Upper Hanover Township Montgomery County, PA Parcel 57-00-00372-003
DATE:	October 2007
CONSIDERATION:	$45,000
GRANTOR:	Samuel D. White
GRANTEE:	Robert A. Borneman and Patricia Borneman
DEED BOOK/PAGE:	5671/0391
LAND:	6.49 acres, much of it located in the floodplain of a stream. Partially wooded. No public water or sewer.
ZONING:	Residential
IMPROVEMENTS:	None
UNIT PRICE:	$6,934 per acre
COMMENTS:	Listed at $86,000 for 8.80 acres including an additional parcel. 31 days on market. The owner reportedly was of the opinion that the site could potentially support two building lots.

LARGE BUILDING LOT SALE:	BL-1
LOCATION:	26 Blackwood Lane Blackwood Estates Union Township Berks County, PA Parcel 88-5353-02-95-7413
DATE:	April 2008
CONSIDERATION:	$90,000
GRANTOR:	Galahad Corporation
GRANTEE:	Drew Schwoyer and Desiree Schwoyer
DEED BOOK/PAGE:	5331/2279
LAND:	4.99 acres. Ready building lot in a developed subdivision. No public water or sewer. Approved for a sand mound system. Partially wooded. Retention basin and some wetlands.
ZONING:	Residential
IMPROVEMENTS:	None
UNIT PRICE:	$18,036 per acre
COMMENTS:	Listed at $110,000. 98 days on market. Subdivision improvements, including paved drive were in place. New home sales were in the $500K range. Adjoins the Blackwood Golf Course.

LARGE BUILDING LOT SALE:	BL-2
LOCATION:	56 Edge Hill Road Apple Blossom Acres Douglas Township Berks County, PA Parcel 41-5386-09-07-7160
DATE:	June 2006
CONSIDERATION:	$178,000
GRANTOR:	Carroll S. Barton and Patricia D. Barton
GRANTEE:	Percy P. Meitzler and Lori A. Meitzler
DEED BOOK/PAGE:	4895/2128
LAND:	8.68 acres. Flag lot in a residential subdivision. Wooded. Hillside. No public water or sewer. Approved for a sand mound system.
ZONING:	Residential
IMPROVEMENTS:	None
UNIT PRICE:	$20,507 per acre
COMMENTS:	Listed at $184,900. 41 days on market. Marketed as one building lot and having no potential for future subdivision. Subsequently improved with a single family detached dwelling unit.

COMMERCIAL/INDUSTRIAL LAND SALE: CI-1

LOCATION:	Washington and Third Streets Borough of Boyertown Berks County, PA Parcel 33-5387-20-90-0435
DATE:	December 2008
CONSIDERATION:	$340,000 recorded $270,000 net (see comments)
GRANTOR:	Penn Eastern Rail Lines, Inc.
GRANTEE:	Boyertown Borough
DEED BOOK/PAGE:	Doc. # 2008 57354
LAND:	2.09acres per public records in two tracts straddling Third Street. Approximately 350 feet of frontage on the northwest side of South Washington Street; 200 feet on the north side of West Third Street; and 40 feet on the south side of West Third Street. Generally level and at street grade. Public water and sewer.
ZONING:	Commercial/Industrial
IMPROVEMENTS:	Small industrial/storage building on the south side of Third Street
UNIT PRICE:	$162,679 per acre as recorded, including improvements $129,187 per acre net, including improvements
COMMENTS:	Adjoins the subject Boyertown South tract. The recorded consideration was $340,000. The grantor reportedly made a $70,000 contribution to the Borough, reducing its net cost to $270,000. The building and related parking area was leased at the time of sale a the rate of $700 per month, with the tenant responsible for utilities. The tenant remained in place after the sale.

COMMERCIAL/INDUSTRIAL LAND SALE:	CI-2
NAME/LOCATION:	6022 Morgantown Road Caernarvon Township Berks County, Pennsylvania Tax parcel 35-5310-02-98-9065
DATE OF SALE:	January 2008
CONSIDERATION:	$435,000
GRANTOR:	Joseph Kandler and Patricia Kandler
GRANTEE:	Nilesh Patel
DEED BOOK/PAGE:	5293/1073
LAND:	3.43 acres with 712 feet of frontage on Morgantown Road (PA Route 10) and 625 feet on Mineview Road. Zoned C-1, Commercial. Public water and sewer available. Irregular shape. Generally level.
IMPROVEMENTS:	None
UNIT PRICE:	$126,822 per acre
COMMENTS:	Corner parcel located in Morgantown at an interchange of the Pennsylvania Turnpike.

COMMERCIAL/INDUSTRIAL LAND SALE:	CI-3
NAME/LOCATION:	1194 Zara Drive Limerick Township Montgomery County, Pennsylvania Tax parcel 37-00-03478-067
DATE OF SALE:	January 2006
CONSIDERATION:	$295,000
GRANTOR:	DJR Holdings, LLC
GRANTEE:	Robert N. Betz and Jacqueline L. Betz
DEED BOOK/PAGE:	5587/2096
LAND:	2.82 acres. Zoned O/LI, Office/Light Industrial. Ready lot in a small cul-de-sac business park. On-site well; public sewer.
IMPROVEMENTS:	None
UNIT PRICE:	$104,610 per acre
COMMENTS:	Site for a 21,140 square foot masonry and steel industrial warehouse building built in 2007. Approximately 18,720 square feet of first floor area plus a 2,420 square foot storage mezzanine. Two spaces of 3,125 square feet were offered for lease in 2007 at $6.00 per square foot, industrial net.

COMMERCIAL/INDUSTRIAL LAND SALE: CI-4

LOCATION:	701 & 703 East Philadelphia Avenue Borough of Boyertown Berks County, PA Parcels 33-5396-05-19-6702 & 6721
DATE:	May 2006 (settlement) March 2005 (contract)
CONSIDERATION:	$90,000
GRANTOR:	Mary Jane Long
GRANTEE:	Rock Bridge Properties, LLC
DEED BOOK/PAGE:	4557/0368
LAND:	0.14 acres. With 40 feet of combined frontage on Philadelphia Avenue and 150 feet on Berks Street. Public water or sewer.
ZONING:	C-1, Commercial
IMPROVEMENTS:	Two derelict semi-detached houses
UNIT PRICE:	$642,857 per acre $45,000 per approved building lot
COMMENTS:	Listed at $129,900. 89 days on market. The sale was contingent upon demolition of the existing improvements and redevelopment by the buyer. Two new twin homes were subsequently built and sold in 2006 for $194,900 and $184,900.

COMMERCIAL/INDUSTRIAL LAND SALE:	CI-5
LOCATION:	Lot 3, Keystone Boulevard Borough of Pottstown Montgomery County, Pennsylvania Tax Parcel 16-00-15360-023
DATE:	April 2005
CONSIDERATION:	$140,000
GRANTOR:	John T. Maillie and Elliot Menkowitz
GRANTEE:	Welkie and Maack, LLC
DEED BOOK/PAGE:	5552/1763
LAND:	2.00 acres with 193 feet of frontage on Keystone Boulevard. Public Water. Public Sewer.
ZONING:	HM, Heavy Manufacturing District
UNIT PRICE:	$70,000 per acre
COMMENTS:	Located in the floodplain of the Schuylkill River. Lot 3 is per the subdivision plan; tax lot number is Map 58, Lot 29.

COMMERCIAL/INDUSTRIAL LAND SALE:	CI-6
LOCATION:	1485 East Schuylkill Road North Coventry Township Chester County, PA Parcel 17-4-8.2E
DATE:	January 2005
CONSIDERATION:	$125,000
GRANTOR:	East Coventry Township
GRANTEE:	North Coventry Township Municipal Authority
DEED BOOK/PAGE:	6381/127
LAND:	4.45 acres. Flag lot with narrow access.
ZONING:	I-2, Industrial District
IMPROVEMENTS:	None
UNIT PRICE:	$28,090 per acre
COMMENTS:	Grantee sold part of parcel number 18-1-1 to be assembled with parcel number 17-4-8.2A and to be used for expansion of the North Coventry Municipal Authority's Sewer Treatment Plant. The site was entirely located in the flood zone of the Schuylkill River and a small tributary.

COMMERCIAL LAND SALE:	C-7
NAME/LOCATION:	1123 Benjamin Franklin Highway (Route 422) Amity Township Berks County, Pennsylvania Tax Parcel 24-5364-14-24-9449
DATE OF SALE:	April 2004
CONSIDERATION:	$550,000
GRANTOR:	Joseph F. Neuber, Jr.
GRANTEE:	Flexible Development Co., LLC
DEED BOOK/PAGE:	4048/0278
LAND:	5.48 gross acres per deed and agreement of sale. 4.94 net acres per assessment records. Zoned HC, Highway Commercial. Island parcel with approximately 590 feet of frontage on the eastbound lanes of Route 422 and 315 feet on the westbound lanes. Public water and sewer available. Rolling topography with a small stream and swale on the eastern part of the site.
IMPROVEMENTS:	Vacant, derelict farmstead. Demolished by the seller per an amendment to the sales contract.
UNIT PRICE:	$100,365 per acre at 5.48 acres $111,336 per acre at 4.94 acres
COMMENTS:	The sale included assignment of seven EDU's. The seller owned adjacent commercial property and had acquired this property in 1999 for $300,000. Property was marketed at an asking price of $599,900 starting September 2001. The local sewer plant was at full capacity, with expansion to come on line in early 2005. Five of the seven transferred EDU's were flagged as "capacity not available" at the time of sale.

COMMERCIAL/INDUSTRIAL LAND SALE:	CI-8
LOCATION:	330 West High Street Borough of Pottstown Montgomery County, Pennsylvania Tax Parcel 16-00-15372-002
DATE:	April 2002
CONSIDERATION:	$375,000
GRANTOR:	Mayer Pollock
GRANTEE:	Constantine II, LP
DEED BOOK/PAGE:	5404/1186
LAND:	7.09 acres with 567 feet of frontage straddling Keystone Boulevard (extension of College Drive, which was proposed at the time of sale and has since been installed). Public water and sewer.
ZONING:	HM, Heavy Manufacturing District
UNIT PRICE:	$52,891 per acre
COMMENTS:	Located in the flood plain (Zone AE) of the Schuylkill River and the Keystone Opportunity Zone (provides tax relief through 2103.

COMMERCIAL/INDUSTRIAL LAND SALE:	CI-9
LOCATION:	84 Lumber Site 405 Keystone Boulevard Borough of Pottstown Montgomery County, Pennsylvania Tax Parcel 16-00-15356-018
DATE:	December 2001
CONSIDERATION:	$330,000
GRANTOR:	Clarence E. Peck, Jr. And Saundra S. Sutherland
GRANTEE:	Pierce Hardy, LP (84 Lumber)
DEED BOOK/PAGE:	5396/1565
LAND:	10.00 acres. Public Water. Public Sewer.
ZONING:	HM, Heavy Manufacturing District
UNIT PRICE:	$33,000 per acre
COMMENTS:	Site for a multi-building lumber yard built in 2003 and expanded in 2005. Located entirely in the flood plain (Zone AE) of the Schuylkill River. Also located in the Keystone Opportunity Zone, which provides tax relief through 2013. Parcel was subdivided from a 20 acre parent parcel.

COMMERCIAL/INDUSTRIAL LAND SALE:	CI-10
LOCATION:	1400 Industrial Highway Corner of Moser Road Lower Pottsgrove Township Montgomery County, Pennsylvania Tax Parcels 42-00-05469-006 & 42-00-02015-409
DATE:	January 2001
CONSIDERATION:	$451,000
GRANTOR:	Edward J. Sweeney & Sons, Inc., et al.
GRANTEE:	Batdorf-Malenke, LLC
DEED BOOK/PAGE:	5347/0692
LAND:	8.214 acres with 435.20 feet of frontage on the south side of Industrial Highway and 673.29 feet on its east side. Public water and sewer available. Partially wooded bottom land which required extensive fill and compaction. The southern part of the property was in the flood plain of the Schuylkill River.
ZONING:	IN, Interchange District
UNIT PRICE:	$54,906 per acre
COMMENTS:	Site for an Action Sports Center with two proposed buildings of 60,575 and 41,600 square feet. Located across from the Pottstown waste water treatment facility and near the Armand Hammer Boulevard interchange of Route 422.

DISCUSSION OF THE SALES DATA

Rural Land Sales

Rural Land Sale RL-1 has a high density zoning designation, but lack of public infrastructure precludes near term development. Soft market conditions in 2008 resulted in a low price per acre compared to both the listing price and sales of similar acreage in the not too distant past.

Sale RL-2 is the least rural in location of the RL sales summarized - being located at the northeastern edge of the Mount Penn/St. Lawrence urbanized area. The limitation on value is a attributable to shape. Antietam Road divides the parcel into two tracts, neither of which is really large enough for typical development.

RL-3 is a relatively large parcel, but without road frontage. The Act 319 tax abatement refers to a Pennsylvania statute (aka "Clean & Green") which permits larger parcels to be assessed based on their soil type for agricultural and forestry use rather than subdivision potential. This results in favorably low taxes and may therefore add to value for non-developers by reducing holding costs. The act permits limited, periodic split off of two acre parcels, but effectively inhibits most subdivision into parcels smaller than ten acres by the imposition of roll-back taxes.

RL-4 is also in Act 319 and further constrained by a preservation zoning which severly limits subdivision potential.

The constraint in Rural Land Sale RL-5 was mainly related to floodplain / wetland areas, which reduced utility as a potential housing site. The buyer was a neighbor.

Large Lot Sales/Value Slope Per Marginal Acre

Large Lot Sales BL-1 & BL-2 are ready lots in formal residential subdivisions in Douglass Township. They have not been included for direct comparison to the subject rural tracts, none of which can be considered a building site for reasons of size, shape, topography, access, and/or floodplain. However, these sales give an indication of the downward slope in value per marginal acre, which is steep. Sale of the subject rural tracts would most probably be as add-on, or marginal, acreage, to adjoining owners.

Most rural zonings require one to two acre minimum lot areas. The first acre may sell in the high five figures, the second half of that. In rural subdivisions it is common to find one or more lots which

are significantly larger than average. Often this is because of inclusion of a storm water retention basin, areas of significant slope, or hydric soils. At Blossom Acres, Lot 1 Edge Hill Road (2.00 acres) sold in August 2005 for $130,000; Lot 2 Edge Hill Road (3.09 acres) sold for $145,000 in February 2006. Taking out the first two acres at $130,000, Sale BL-2 indicates a value of $48,000 for the extra 6.68 acres, or $7,186 per marginal acre beyond the two necessary to support the improvements under zoning. At BL-1, which took place in the softer market conditions of 2008, the extra acreage beyond the first was essentially thrown in for free.

Commercial/Industrial land Sales

Commercial/Industrial Land Sale CI-1 adjoins the subject Boyertown South and Boyertown Middle tracts and was sold out of the same ownership. The Borough reportedly has no plans for near term development with building improvements and the probable use will be for parking. The $70K give-back reduces the net cost. Holding costs are further defrayed by the rent of the building, a positive factor affecting value. Applying a 5% vacancy rate, 20% expense ratio, and 8.5% capitalization rate, and allocating a quarter acre to support the building and its parking area, we would deduct a further $75,000 from the land price to reflect the value of the improvements. This reduces the effective land cost to $195,000 ($340K - $70K - $75K) or $105,978 per acre for 1.84 acres (2.09 - 0.25).

Sale CI-2 is from the Morgantown sub market, a fast growing area driven by a highway interchange. The property had extensive frontage. The price per acre represents a relatively sharp drop from 2004-2006 levels for similar sites.

CI-3 is an example of a relatively typical small lot in a developed business park, but one which is not high end. The general location is relatively good, being located near Route 422 in the fastest growing township in Pennsylvania.

Sale CI-4 is located in Boyertown along Philadelphia Avenue, one of the Borough's two main commercial thoroughfares. It was marketed as a commercial site and this is not unreasonable, given the high traffic at the location. A pizzeria or small office would have been possibilities. However, the existing buildings, with laterals for water and sewer in place, surrounding residential development, and the peaking housing market of 2005 militated for redevelopment with dwelling units. The price per acre is the less meaningful of the two unit metrics presented. The $45,000 per building lot figure was at the low end by regional standards for more or less ready residential building sites. Of more importance, and the reason why this sale has been included, is that it is an example of the fact that small sites tend to retain a high degree of utility in urbanized areas, because of the smaller minimum lot sizes generally permitted under zoning and the presence of infrastructure in the form of streets and public water and

sewer systems. This has meaning for the valuation of the subject Boyertown tracts.

Commercial/Industrial Land Sales CI-5 through CI-10 are examples of parcels in the Pottstown sub market which were constrained in one form or another by floodplain, wet areas or, in the case of CI-7, some wet areas plus a sewer moratorium.

VALUATION OF THE INDIVIDUAL TRACTS

On worksheets in the Addenda, we have compared the subject tracts to selected sales on adjustment grids. The adjustments have been made as percentages, in increments of 5%. Absence of adjustment represents our opinion that two properties would be viewed by the market as having no meaningful difference for the given line item of comparison. At the other end of the scale, an adjustment of 25% means it is our opinion that the difference for that item is so significant that no rational buyer could fail to perceive it. We have used 25% as an upper limit, since that is the maximum level generally permitted by certain underwriting and quasi-governmental entities. Our approach should be understood essentially as a six-level rating scale of comparability, with 5% representing the threshold at which we believe buyers would perceive a meaningful difference between two properties for a given characteristic.

The process generated the rounded estimates of value per acre by tract shown below, which have then been multiplied by estimated effective land area to generate a market value estimate per tract, each tract considered as a separate retail entity.

Tract	Estimated Acres	Value Per Acre	Value Estimate
Manatawny South	0.95	$3,900	$3,705
Manatawny North	1.24	$4,600	$5,704
Birch lane	0.76	$7,800	$5,928
Ironstone South	1.40	$4,100	$5,740
Ironstone Middle	0.95	$4,200	$3,990
Ironstone North	1.12	$7,100	$7,952
Boyertown South	0.47	$76,000	$35,720
Boyertown Middle	0.53	$94,000	$49,820
Boyertown North	0.39	$98,000	$38,220
Berks County Subtotal	7.81	$20,074	$156,779
Pottstown	4.00	$30,000	$120,000
Undiscounted Total	11.81	$23,436	$276,779
Boyertown Tracts	1.39	$89,036	$123,760
Other Tracts	10.42	$14,685	$153,019

RECONCILIATION AND FINAL VALUE ESTIMATE - PORTFOLIO VALUE

The subject consists of ten tracts spread over eight or nine miles in four municipalities and two counties. Real estate market conditions are currently the weakest they have been since at least 1991. Even the most chronically optimistic sources (eg NAR) opine that such weakness will persist for at least another year. Many other sources estimate two or more years.

The Boyertown tracts have the best prospect for near term sale because they have a broader pool of potential buyers than just adjoining owners. The rural tracts and the Pottstown tract would probably sell only to adjoining owners. We have used a three year sellout period for the Boyertown tracts and five years for the others. Discounting these at 10% per year for cost of capital and opportunity cost results in rounded present value estimates of $103,000 for the three Boyertown tracts combined and $116,000 for the other seven tracts for an estimated over-all property market value of $219,000 as of December 19, 2008, the date of last inspection.

ADDENDA

QUALIFICATIONS OF MATTHEW R. CREMERS, MAI

REAL ESTATE EXPERIENCE

Since January 1994: Principal, MRC Appraisal Company
1805 Ridge Road, Pottstown, Pennsylvania, 19465

1989 through 1993: Senior Appraiser, Jackson-Cross Company
100 North 20th Street, Philadelphia, Pennsylvania.

General Duties: Appraisal of commercial real estate.

Prior Real Estate Experience

Appraiser, Manufacturers Hanover Corporation
270 Park Avenue, New York, New York.

General Duties: Appraisal of real estate for lending purposes. Ordering of outside appraisals from fee shops. Review of appraisals. Supervision of one of four teams of appraisers.

VIP Real Estate, Staten Island, New York. Sales Associate.

General Duties: Sale of real estate.

Member of the Appraisal Institute, MAI designation since May 1995
Pennsylvania State Certified General Appraiser GA-000469-L since 1991
President 2005, International Right of Way Association, PA Chapter 9
Member of the Suburban West Realtors Association

Types of Property Appraised:

Office; Industrial; Retail; Hotel; Residential Complexes (condominium/cooperative/rental); R & D/Flex Space; Mixed Use; Land; Surface, Sub-Surface and Air-Rights Occupations in Corridors; Transferable Development Rights.

Properties Located In:

Pennsylvania, New York, New Jersey, Delaware, Maryland, Connecticut, Arkansas, Texas, California, Florida, Massachusetts, Tennessee, Kentucky, Missouri, and South Carolina.

EDUCATION

College:	*Princeton University '89. BA with honors. Thesis on patterns of early land development in the Delaware Valley awarded C.O. Joline Prize. President, Princeton Quadrangle Club; Secretary-Treasurer, Inter-Club Council.*

Real Estate-Related Courses and Examinations Passed:

NYU	*Completed six course program for the Certificate in Real Estate Appraisal at New York University Real Estate Institute with 4.0 GPA.*
	Appraisal and Valuation Principles *Real Estate Market Research and Analysis* *Basic Construction Cost Estimating* *Tax Factors in Real Estate Investment* *New York State Broker's Licensing Course* *Income Capitalization Theory and Techniques*
Appraisal Institute	*Real Estate Appraisal Principles* *Basic Valuation Procedures* *Income Capitalization A* *Income Capitalization B* *Standards of Professional Practice A & B* *Case Studies in Real Estate Valuation* *Report Writing & Valuation Analysis* *MAI Comprehensive Examination* *Many others as continuing education courses*
SIBOR	*N.Y. State Salesperson's Licensing Course*
Princeton	*Architecture 311, Building Science and Technology/Building Systems* *Micro-Economics: Pricing Systems* *Macro-Economics: Structure and Functioning of the National Economy*

EXAMPLES OF COMPLEX PROPERTIES APPRAISED

Location	*Property Type*
	Office
Lower Manhattan, NYC	*1,500,000 Square Foot New Office/Retail*
White Plains, New York	*380,000 Square Foot Office*
Seventh Avenue, NYC	*215,000 Square Foot Office/Showroom*
Wilkes-Barre, Pa.	*100,000 Square Foot Office and Retail*
Downtown Philadelphia	*480,000 Square Foot Class "A" Headquarters Building*
Downtown Philadelphia	*Vacant 220,000 Square Foot Office/Loft*
Downtown Philadelphia	*180,000 Square Foot Office*

Delaware County, Pa.	*160,000 Square Foot Corporate Headquarters*
Downtown Philadelphia	*200,000 Square Foot Converted Office*
Downtown Philadelphia	*225,000 Square Foot Class "B" Office*
Montgomery County, Pa.	*900,000 Square Foot Corporate Headquarters*
Wilmington, Del.	*200,000 Square Foot Office*
Wilmington, Del.	*160,000 Square Foot Office*
Downtown Philadelphia	*210,000 Square Foot Class "B" Office*
Downtown Philadelphia	*800,000 Square Foot Class "A" Office*
Chester County, Pa.	*125,000 Square Foot Suburban Office*
Philadelphia	*Office Condominium Complex*
Downtown Philadelphia	*900,000 Square Foot Headquarters Building*

Industrial

Belmont, California	*Five Building Flex/R & D/Light Manufacturing Complex*
Orangeburg, NY	*400,000 Square Foot Warehouse/Office/Training*
Philadelphia	*1,000,000 Square Foot Industrial Complex*
Philadelphia	*100,000 Square Foot Mail Handling Facility*
Montgomery County, Pa.	*Special Use Utility Command Center*
Louisville, Kentucky	*600,000 Square Foot Train Repair Facility*
Northeast Philadelphia	*100,000 Square Foot Proposed Check Writing Facility*
Montgomery County, Pa.	*360,000 Square Foot Warehouse/Distribution*
Western Kentucky	*190,000 Square Foot Manufacturing Facility*
Northern Florida	*100,000 Square Foot Manufacturing Facility*
Northeast Philadelphia	*300,000 Square Foot Proposed Archive Facility*
Montgomery County, Pa.	*168,000 Square Foot Warehouse*
Montgomery County, Pa.	*200,000 Square Foot Manufacturing Facility*

Retail

Delaware County, Pa.	*110,000 Square Foot Shopping Center*
Bucks County, Pa.	*140,000 Square Foot Shopping Center*
Montgomery County, Pa.	*150,000 Square Foot Shopping Center*
Harrisburg, Pa.	*300,000 Square Foot Shopping Center*
Lancaster County, Pa.	*350,000 Square Foot Shopping Center*
Lebanon County, Pa.	*120,000 Square Foot Shopping Center*

Monroe County, Pa.	*110,000 Square Foot Shopping Center*
Berks County, Pa.	*135,000 Square Foot Shopping Center*
Lancaster County, Pa.	*110,000 Square Foot Proposed Shopping Center*
	Hospitality
Lancaster County, Pa.	*77 Room Motel and Restaurant*
Clarion County, Pa.	*150 Room Full Service Motel*
Dauphin County, Pa.	*136 Room Motel and Restaurant*
Jefferson County, Pa.	*134 Room Full Service Motel*
Lancaster County, Pa.	*193 Room Full Service Motel*
Cumberland County, Pa.	*130 Room Full Service Motel*
	Apartments/Condos/Coops
Lower Manhattan, NYC	*New High-Rise Luxury Condo with Retail*
Park Avenue, NYC	*High-Rise Luxury Cooperative*
Louisville, Kentucky	*209 Unit Apartment with Retail Center*
Montgomery County, Pa.	*11 Story Apartment Building with Office Space*
Montgomery County, Pa.	*300 Unit Apartment Complex*
Philadelphia	*190 Unit Apartment Building*
Chester County, Pa.	*61 Unit Garden Apartment*
Lower Manhattan, NYC	*Partially Complete High-Rise Condominium*
Lancaster County, Pa.	*152 Unit Housing Complex*
Philadelphia	*593 Unit Luxury Cooperative*
	Land
East 39th Street, NYC	*Urban Development Site*
Little Rock, Arkansas	*Super Regional Mall Site*
East 38th Street, NYC	*High-Rise Condominium Site*
First Avenue, NYC	*Urban Land Assemblage*
New Castle County, Del.	*Site for 175,000 Square Foot Suburban Office*
Downtown Philadelphia	*Development Site for 300,000 Square Foot Office*
Downtown Philadelphia	*Full-Block Assemblage*
Bucks County, Pa.	*Partially Built Condominiums and Remaining Land*
Wilmington, Del.	*Multi-Block Urban Land Assemblage*

Berks County, Pa.	*500 Acre Office/Residential/Retail Project*
Lancaster County, Pa.	*Initial Phase, Retail/Residential Village*
Chester County, Pa.	*476 Unit Proposed Residential Subdivision*
Chester County, Pa.	*Townhomes Under Construction & Remaining Lots*
Chester County, Pa.	*Proposed 1,400 Unit Residential Development*
Camden County, N.J.	*400 Unit Partially Improved Residential Subdivision*
Burlington County, N.J.	*230 Unit Approved Residential/Commercial Subdivision*

Partial Rights

East 44th Street, NYC	*Transferable Development Rights*
Union County, N. J.	*Air Rights Over Four Mile Rail Corridor*
Union County, N. J.	*Subsurface Rights Under Two Mile Rail Corridor*
Philadelphia	*Multi-Level Occupation Rights in 30th Street Station*
New Castle County, Del.	*Air Rights Over 15 Mile Rail Corridor*
Montgomery County, Pa.	*Access Easement to Corporate Retreat*
Western Pennsylvania	*Twelve Electric Line Occupations over Rail*
Central New Jersey	*Subsurface Rights in a 14 Mile Utility Corridor*

Other

Montgomery County, Pa.	*Airport*
Philadelphia	*Civic Center*
Maryland	*Two Harness Racing Tracks*
Philadelphia	*Naval Base and Ship Yard*
Central New Jersey	*10 Mile Utility Corridor*
East 49th Street, NYC	*Rent Controlled Residential Complex w/Retail*
Downtown Philadelphia	*1.85 Mile Former Commuter Rail Corridor*
Chester County, Pa.	*College Campus*
Myrtle Beach, SC	*14 Mile Rail Corridor*
Lancaster County, Pa.	*Hockey Rink*
Northern New Jersey	*26 Mile Rail Corridor*
South Florida	*Utility Corridor in the Everglades*
Eastern New Jersey	*3 Mile Utility Corridor*
New Jersey	*40 Miles of Rail Corridors in Various Counties*
Central New Jersey	*12 Mile Utility Corridor*

WORK PERFORMED FOR:

U.S. General Services Administration

United States Navy

Mellon Bank

Yellow Freight Corporation

Chemical Bank

Pennsylvania Department of Transportation

City of Philadelphia

City of Wilmington

GPU Energy

Valley National Bank

Prentiss Properties, Ltd.

UNISYS Corporation

Atlantic Petroleum Corporation

Fidelity Mutual Life Insurance Corporation

Blank, Rome, Comiskey and McCauley

Wilmington Trust Company

Philadelphia Municipal Pension Fund

United States Postal Service

Fidelity Bank

Sun Life of Canada

Bank of Tokyo Trust Company

Kohn, Savett, Klein & Graf

S.E. Pa. Transportation Authority

Sun Oil Corporation

The Travelers Insurance Company

United Jersey Bank

U.S. Army Corps of Engineers

CSX Rail Corporation

The Shidler Group

J.E. Robert Company of New England

Duane, Morris, & Heckscher

Pepper, Hamilton, and Scheetz

Provident Mutual Life Insurance Company

Philadelphia Authority for Industrial Development

JMB Institutional Realty Corporation

Thomas Jefferson University

EDWIN I. STOCK'S AFFIDAVIT

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BERKS :

1. My name is Edwin L. Stock. I am a Member in the law firm of Roland & Schlegel, LLC, 627 North Fourth Street, P.O. Box 902, Reading, Pennsylvania 19603-0902. I have been licensed to and have practiced law in the Commonwealth of Pennsylvania since 1985.

2. Roland & Schlegel, LLC has been asked by the County of Berks to examine certain documents in the matter involving East Penn Railroad's application for abandonment of the Colebrookdale Spur rail line with the Surface Transportation Board.

3. One of the issues in this matter is the status of certain property over which the rail line runs between Boyertown and Pottstown, Pennsylvania.

4. The documents that we have reviewed fall, for the most part, into two categories: Deeds and Releases. There are documents from both Berks and Montgomery County.

5. The documents that refer to themselves as "Releases" generally contain the following language:

> "Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of Reuben R. Engel in Colebrookdale township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land of forty feet on each side of the following described centerline . . . [description] . . . containing four tenths of an acre a map or plan whereof is hereto annexed. Now know all men by these presents that I the said Reuben R. Engel as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of one dollar unto me in hand paid by the said The Colebrookdale Railroad Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatever for upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction therein of the said railroad and works connected therewith. And

for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors and or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no non user of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no use occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same."

Following the date and sealed signature, there is a Justice of the Peace acknowledgement that refers to the document as the "above and foregoing release to be his act and deed . . ."

Reuben R. Engel Release dated 1/19/1869 – Berks County Recorder of Deeds, Book 15, page 685 (emphasis added).

6. This language is significant for the following reasons: (a) the Release notes that the Railroad Company has determined the route for its railroad and that it runs through the land of the party who signed the release; (b) the Release states that the railroad has occupied or intends to occupy for the purposes of the railroad a strip or piece of land; (c) the consideration is stated and may be in cash or railroad bonds; (d) the party signing the Release releases and discharges the Railroad Company from all suits, claims, demands and damages caused by the railroad's entry upon and taking and occupation of the land and the location of and construction of the railroad and works connected with the railroad; (e) the parties agree that any use by the party signing the Release will not affect the Railroad Company's exclusive possession of the land.

7. There are a number of Pennsylvania cases dealing with conveyances of property to railroads. These cases examine a number of factors in determining that the interest conveyed was

an easement or right of way and not a fee simple interest in the property. See Mackall v. Fleegle, 801 A.2d 577 (Pa. Super. 2002); Quarry Office Park Associates v. Philadelphia Electric Company, 394 Pa. Super. 426, 576 A.2d 358 (1990); Lawson v. Simonsen, 490 Pa. 509, 417 A.2d 155 (1980); Brookbank v. Benedum-Trees Oil Co., 389 Pa. 151, 131 A.2d 103 (1957). The factors discussed include the following:

a. If the document at issue lacked a warranty of title clause, the courts determined that conveyance of a fee simple interest could not have been intended. Earlier courts also noted the lack of "habendum" [portion of deed beginning with "to have and to hold"] and "tenendum" clauses.

b. If the document contained language releasing the railroad from liability for damages resulting from the railroad's use of the land or the location, construction and operation of the railroad, then the conveyance was not of a fee simple interest because "'if a fee simple interest had been conveyed, the railroad would have a complete right to build and operate a railroad over the land' and no damages release would have been necessary." Mackall, 801 A.2d at 582.

c. If the document contained a recitation of specific rights granted to the railroad, the conveyance is not of a fee simple interest because if the parties intended the railroad to receive a fee simple interest, the language regarding specific rights would be surplusage because the railroad would already have those rights.

d. The consideration paid has been noted although it has sometimes been discounted because a court today is unable to determine the adequacy of consideration for a certain right over one hundred years ago.

e. One of the cases noted that the instrument had been designated as a "release," not a "deed." The court explained that a "release" at common law was a form of conveyance but it was a conveyance by the owner of a future interest to the holder of the present interest. Brookbank, 131 A.2d at 111.

f. Use of terms such as "appropriating" and "occupying" implies use, not ownership. Mackall, 801 A.2d at 582.

8. It is my opinion, upon review of Pennsylvania law and of the Releases set forth on Exhibit A, that the documents set forth on Exhibit A do not transfer fee simple title of the land at issue to the railroad. Instead, only a right of way is conveyed.

9. My conclusion is supported by the language in some of the Releases specifically referring to the transfer of a right of way in previous Releases or the notation of a "right of way" on the map attached to the Release. See notations on Exhibit A.

10. My conclusion is also supported by a 1969 Chester County case that examined a document with language very similar to that found in the Releases listed on Exhibit A. In Bevan v. The Reading Company, 1969 Pa. Dist. & Cnty. Dec. LEXIS 349, 47 Pa. D. & C.2d 683 (Chester County CCP 1969), the court determined that the document at issue was a release that conveyed something less than a fee simple interest. The court noted that the terms "easement" and "right of way" are used in connection with such a release. The court noted that the document did not contain any granting language, but instead used the words: "remised, released, quitclaimed and forever discharged. . ." The court also cited an 1889 Pennsylvania Supreme Court case for the proposition that a document with language identical to that found in Bevan was construed to be a release of damages. Id. at 691-692 (citing Hoffeditz v. South. Penn. R. & M. Co., 129 Pa. 264, 18 A. 125 (1989) and Kemp v. Pennsylvania R.R., 156 Pa. 430, 26 A. 1074 (1893)).

11. There are two documents that are entitled "Release" that do not follow the standard form. There is another document entitled "Agreement." These documents are set forth on and described on Exhibit C.

12. The other category of documents in this case is referred to as "Deeds." These documents generally contain the following language: The document is entitled "Deed" and begins with the language "This Indenture Made." It is then followed by the date of the document; the names of the parties; the amount of consideration; the granting language ("...have granted bargained sold aliened enfoeffed released and conferred . . . unto the said The Colebrookdale Railroad Company their successors and assigns All that certain lot or piece of ground..."); the legal description of the property subject to the agreement; an appurtenance

clause ("[t]ogether with all and singular the buildings improvements ways waters water courses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining and the reversions and remainders rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of then the said [grantor]...."); the habendum clause beginning with "To have and to hold"; and a covenant to, or warranty of, title. See John Sands, et ux. Deed dated 11/17/1869 – Berks County Recorder of Deeds, Book A-95, page 622.

13. Under Pennsylvania law, the historical form of a deed was divided into three principal parts: (a) the *Premises*, which extends from the beginning of the deed to, but not including, the words "to have and to hold"; (b) the *Habendum* clause, which extends from the words "to have and to hold" to the words "in witness whereof" (c) the *Conclusion*, which embraces the rest of the deed. Within these broad parts are the following subdivisions: *Premises* includes (1) Date, (2) Names of parties, (3) Consideration, (4) Grant, (5) Description, (6) Exceptions (if any), (7) Recital, (8) Encumbrance clause (if any) and (9) Appurtenance clause; *Habendum* includes (1) "To Have and To Hold" clause, (2) Exceptions (if any), (3) Under and Subject clause (if any), and (4) Covenants and Warranty; and *Conclusion* includes (1) Execution clause, (2) Receipt, (3) Acknowledgment, and (4) Certificate of Residence. Ronald M. Friedman, Ladner Pennsylvania Real Estate Law, Fifth Edition, Deeds, §16.04.

14. It is my opinion, upon review of Pennsylvania law and of the Deeds set forth on Exhibit B, that the documents set forth on Exhibit B transfer fee simple title of the land at issue to the railroad.

15. My conclusion is supported by the fact that the Deeds listed on Exhibit B closely follow the historical form of deed described in Ladner Pennsylvania Real Estate. While there is some variation in the Deeds listed on Exhibit B, the basic format is the same for each of the Deeds.

16. There is one document entitled "Deed" that appears to have language found in both deeds and releases. This document, and a description of its language, is set forth on Exhibit D.

17. I understand that the term "charter" appears on railroad valuation maps. The Pennsylvania Law Encyclopedia contains the following explanation of "Rights in and Use of Highways" in its section on railroads:

> **"§ 81. In General**
>
> **The Legislature may authorize the occupancy and use of a public highway or other public place for railroad purposes.**
>
> * * * * *
>
> In the absence of legislative authority, a railroad company has no right to construct and operate its road on or along a public street or highway or other public place. However, the Legislature, subject to constitutional restrictions and limitations, may authorize or grant the occupancy and use of a public highway or other public place for railroad purposes, and has the power to authorize the construction of a railroad upon the streets of a municipality. This right or power may be granted by the Legislature by general statute or by charter. . . ."

P.L.E. Railroads §81 (1995)

18. I have personal knowledge of the facts and opinions set forth in this Affidavit and they are true and correct to the best of my knowledge.

Edwin L. Stock, Esquire

Sworn to and subscribed before me,

this 23rd day of December, 2008.

Nicole L. Fair
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nicole L. Fair, Notary Public
City Of Reading, Berks County
My Commission Expires Sept. 20, 2011
Member, Pennsylvania Association of Notaries

EXHIBIT A
DOCUMENTS THAT CONVEY RIGHT OF WAY

BERKS COUNTY

Reuben R. Engel – Release dated 1/19/1869 – Book 15, page 685

Jacob Mary – Release dated 1/19/1869 – Book 15, page 686

William W. Levengood – Release dated 1/6/1869 – Book 15, page 687
[on list, this document is identified as Book 15, page 688]

John Deysher – Release dated 1/19/1869 – Book 15, page 689

Jacob S. Livingood – Release dated 1/11/1869 – Book 15, page 691

William Binder – Release dated 3/2/1869 – Book 15, page 714

David A. Bechtel – Release dated 3/2/1869 – Book 15, page 715

Henry Landis – Release dated 3/2/1869 – Book 15, page 716

William Bechtel – Release dated 3/2/1869 – Book 15, page 718

Abraham Stauffer – Release dated 3/2/1869 – Book 15, page 720

George R. Yorgey - Release dated 9/28/1868 – Book 16, page 76

Jacob Reigner – Release dated 9/28/1868 – Book 16, page 78

John Egolf – Release dated 10/22/1868 – Book 16, page 79

Henry Gresh – Release dated 10/27/1868 – Book 16, page 81

John Sands – Release dated 9/14//1868 – Book 16, page 82

Peter Burns – Release dated 9/28//1868 – Book 16, page 84

Mahlon H. Focht – Release dated 9/28/1868 – Book 16, page 85

John Weasner/Eli Weasner – Release dated 2/23/1869 – Book 16, page 118

Jacob Oberholtzer – Release dated 3/11/1869 – Book 16, page 143

Widow/Heirs of John Oberholtzer – Release dated 3/11/1869 – Book 16, page 146

John Bechtel, Dec'd. – Release dated 3/11/1869 – Book 16, page 147

Samuel Schaner – Release dated 4/2/1869 – Book 16, page 202

Jeremiah H. Romich – Release dated 4/26/1869 – Book 16, page 228

George K. Ritter – Release dated 4/26/1869 – Book 16, page 229

Elwood Dickinson – Release dated 6/17/1869 – Book 16, page 335

Mahlon H. Focht – Release dated 6/22/1869 – Book 16, page 336

George Yorgey – Release dated 7/26/1869 – Book 16, page 352
* *Reference to a release as a Right-of-Way*

Conrad Hartman – Release dated 8/14/1869 – Book 16, page 407

Harrison Houch – Release dated 8/7/1869 – Book 16, page 430

Reuben R. Engle – Release dated 11/4/1869 – Book 16, page 447

George R. Yorgey– Release dated 11/16/1869 – Book 16, page 474
* *Reference to a release as a Right-of-Way*

John C. Cassel – Release dated 11/22/1869 – Book 16, page 482
* *Reference to a release as Right-of-Way*

Samuel Reifsnyder – Release dated 12/4/1869 – Book 16, page 501

Frederick N. Neiman – Release dated 4/2/1869 – Book 16, page 670
* *Reference to a release as Right-of-Way*

Henry Gresh – Release dated 12/30/1870 – Book 17, Page 293

Matthias Levengood – Release dated 4/29/1871, Book 17, page 589

Peter Y. Brendlinger – Release dated 7/11/1871, Book 17, page 622

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fully made known to her did declare and say that she did voluntarily and of her own free will and accord sign and as her act and deed deliver said release without any coercion or compulsion of her said husband. Witness my hand & seal the day & year aforesaid

Washington Richards Ald. Seal

Recorded compared & found to agree exactly this 10th day of February A D 1869.

Henry Reider

Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of Reuben R Engel in Colebrookdale township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land of forty feet on each side of the following described center line. Beginning at station three hundred and eighty eight plus one the point of intersection of the dividing line between lands of said Engel and those of John Cassell with the center line of said railroad thence north fifty two degrees seven minutes east two hundred and nineteen feet to station three hundred and ninety plus twenty on line of land of Jacob Ivory containing four tenths of an acre a map or plan whereof is hereto annexed. Now know all men by these presents that I the said Reuben R Engel as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of one dollar unto me in hand paid by the said The Colebrookdale Railroad Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released & quit claimed and forever discharged and by these presents do remise release quit claim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims and demands and damages whatever for or occasioned by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said railroad and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me. and further that no user of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or any use occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same In witness whereof I have hereto set my hand and seal this nineteenth day of January in the year of our Lord one thousand eight hundred and sixty nine

The word eight erased on last

Vol D 600

-gned sealed & delivered
in presence of us
Wm K Stauffer
R H Hobart

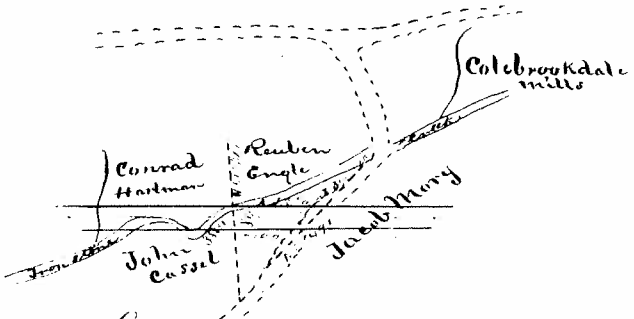
Reuben R Engel (seal)

05
iiS
Stamp
05

Berks County ss

Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Reuben R Engel and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 19th day of January A D - 1869

Wm K Stauffer (seal)



Length 219 ft. Total area 0.40 acre

Scale 400 ft. to 1 inch

-cuted sealed compared & found to agree exactly this 11th day of February A D 1869

Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of Jacob Mory in Colebrookdale township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land of forty feet on each side of the following described line Beginning at station three hundred and ninety plus twenty the point of intersection of the dividing line Between lands of said Jacob Mory and those of Reuben R Engel with the center line of said rail road thence south fifty two degrees seven minutes east three hundred and eleven and one tenth ft to station three hundred and ninety three plus thirty one and one tenth thence by a five degree curve left two hundred and twenty three and nine tenths feet to station three hundred and ninety five plus fifty five of line and of Samuel Schaner containing ninety eight hundredths of an acre a map or plan whereof is hereto annexed Now know all men by these presents That I the said Jacob Mory as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of one dollar unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivering hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said the Colebrookdale Rail Road Company their successors and assigns of and from all suits claims and demands and damages whatsoever for upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location

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and construction thereon of the said railroad and works connected therewith And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no non user of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns nor non user occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation or enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same In witness whereof I have hereto set my hand and seal this nineteenth day of January in the year of our Lord one thousand eight hundred and sixty nine

The word eight erased & nine interlined on last line of 3d page

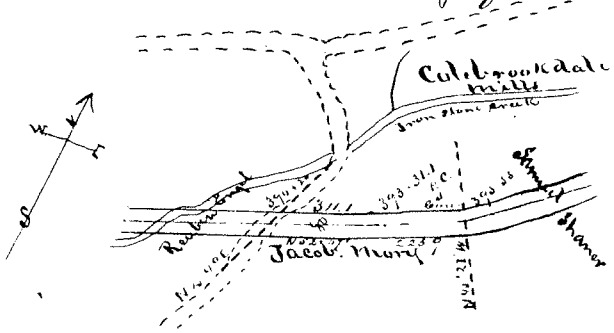
Signed sealed & delivered
in presence of
Wm K Stauffer R H Hobart.

Jacob Mory (Seal)

Berks County ss.

Before me the subscriber a justice of the peace in and for said County personally appeared the above named Jacob Mory and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 19th day of January A D 1869.

Wm K Stauffer (Seal)



Length 535 ft. Total Area 0.98 acres
Scale 400 ft. to 1 inch

Recorded compared & found to agree exactly this 11th day of February 1869

Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of William W Levengood in Douglass Township Berks County State of Pennsylvania and have occupied & intend to occupy for the purposes of said railroad a strip or piece of the said land of sixty feet in width or thirty feet over either side of the center line and

54 + 46 the point formed by the intersection of the center line of railroad with the division line of property Between Mahlon Fochs and the said William Levengood in the center of Manatawny creek thence with a width of thirty five feet on each side of said centre line be a total width of seventy feet north twenty nine degrees forty two minutes east eight hundred and five-tenth feet to Station 185 + 26.5 thence curving to the left with a two degree curve two hundred and seventy five and five tenth feet to station 188 thence with a width of thirty feet on each side or a total width of sixty feet by a two degree curve left three hundred and seventeenth feet to station 191 + 00.7 - thence north eighteen degrees thirteen minutes east one hundred and eighty nine and five tenth feet to station 192 + 86.2 thence curving to the right by one degree thirty minute curve for a distance of two hundred and eighty eight and eight tenths feet to station 195 + 75 on line of land of Matthias Levengood. Containing one and sixty four hundredth acres a map or plan whereof is hereto annexed. Now know all men by these presents that I the said William W. Levengood as well for and in consideration of the advantage to be derived by me by reason of the location and construction of the said railroad as of the sum of two thousand dollars unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quit claimed and forever discharged and by these presents do remise release quit claim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatever for upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said railroad and works connected therewith and for myself my heirs executors administrators and assigns do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no non user of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no user occupation or possession thereof or any part thereof by me my heirs executors or administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereto set my hand and seal this sixth day of January in the year of our Lord one thousand eight hundred and sixty nine

Signed Sealed & delivered
in presence of
Jno S Weiler
R H Hobart

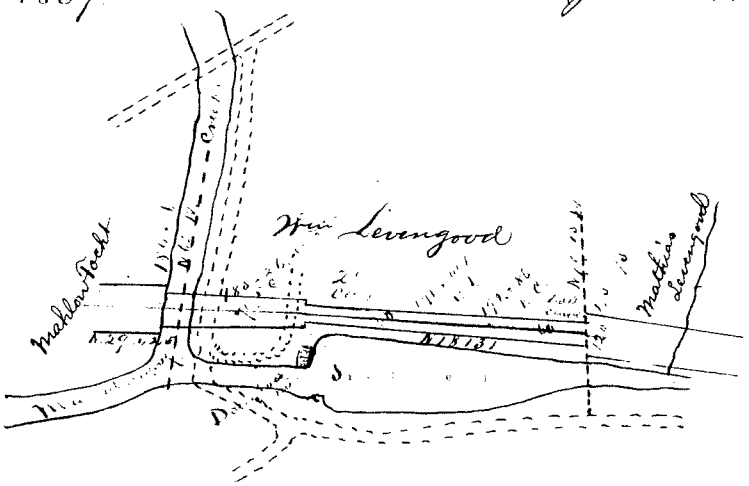
Wm W Levengood (Seal)

05
Jan 6
05

Montgomery County ss

Before me the subscriber a justice of the Peace personally appeared the above named William W Levengood and in due form of law ac-

knowledged the above and foregoing Release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this sixth day of January A D 1869. Jno. S Weiler Seal



Length 1129 ft. Total Area 1.64 acres.
Scale 400 ft. to 1 inch

Recorded compared & found to agree exactly this 11th day of February A D 1869.
Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of John Deysher in Boyertown Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said Railroad a strip or piece of the said land of sixty feet in width or thirty feet on either side of the following described centre line Beginning at station four hundred and twenty nine plus forty eight where said center line crosses the line dividing lands of Samuel Shaner from those of said John Deysher thence north fifty two degrees fifty one minutes east forty one feet to station four hundred and twenty nine plus eighty nine on line of other ground of the said Samuel Shaner Containing six hundredths of an acre a map or plan whereof is hereto annexed. Now know all men by these presents that I the said John Deysher as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of one hundred dollars in the bonds of the Colebrookdale Railroad Company unto me in hand paid by the said The Colebrookdale Railroad Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatsoever for upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said railroad and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Railroad Com[pany] [their] [successors] and assigns shall never be required to erect or

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maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no manner of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors assigns or no user occupation or possession there of or any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereto set my hand and seal this nineteenth day of January in the year of our Lord one thousand eight hundred and sixty nine.

Signed sealed & delivered
in presence of us.
Wm K Stauffer
R H Hobart.

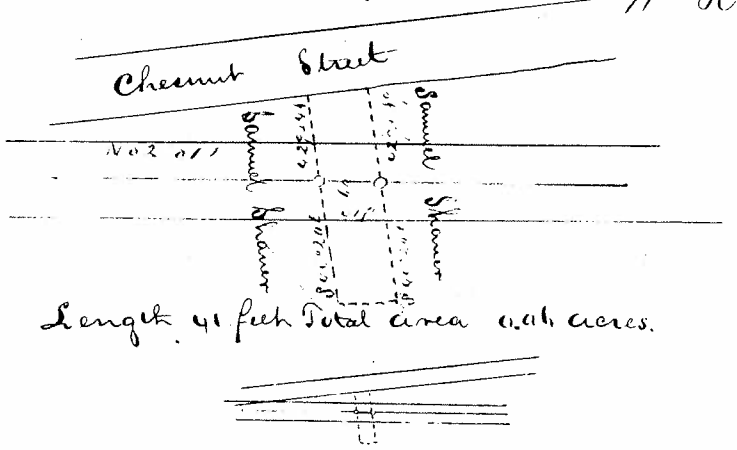
John Deysher Seal

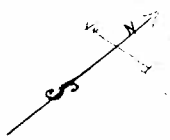
105
R S
Stamp
05

Berks County ss

Before me the subscriber a justice of the Peace in and for said County personally appeared the above named John Deysher and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 19th day of January A D 1869

Wm K Stauffer Seal





Scale 400 ft to inch

Recorded compared & found to agree exactly this 11th day of February A D 1869.
Henry Reider
Recorder

William W Levengood of Douglass Township Berks County Pennsylvania having agreed to grant the Right of Way to The Colebrookdale Rail Road Company over and across certain premises situate in said Township was executed a Release therefore dated the sixth day of January A D 1869 for the consideration of two thousand dollars ($ 2000.00).
Now for the purpose of enable the said William W Levengood to give a title clear of incumbrance and to receive the said consideration money I hereby release exonerate and discharge the said land conveyed as aforesaid from the lien and incumbrance of a certain Judgment entered in the Court of Common Pleas of Berks County to January Term 18[illegible]

no 491 for the sum of fifteen hundred dollars in favor of John Davidheiser as Plaintiff and the said William W Levengood as defendant
Provided that this Release shall not exonerate or discharge any other land of the said William W Levengood except that conveyed as above mentioned from the lien of said Judgment.
In witness whereof I have hereunto set my hand and seal this sixth day of January A D 1869
In presence of us.
The word John written over erasure before signing.
Jno S Weiler
R. H. Hobart.

John Davidheiser Seal

05 mS Stamp 05

Montgomery County ss

Before me the subscriber a justice of the Peace in and for said County personally came the within named Samuel Davidheiser and in due form of law acknowledged the foregoing release to be his act and deed to the end that the same might be recorded as such. Witness my hand and seal this sixth day of Jany A D 1869

Jno S Weiler Seal

Recorded compared & found to agree exactly this 11th day of February 1869.
Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their rail road through and upon lands of Jacob S Levengood in Douglass Township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said rail road a strip or piece of the said land described with reference to its centre line as follows
Beginning at Station three hundred and fifty four plus forty two the point where said centre line crosses line dividing lands of Weavers estate from those of said Jacob S Levengood thence with a width of sixty feet or thirty feet on either sides of said centre line by a four degree curve right eight hundred and fifty eight feet to station three hundred and sixty two thence by same curve right with a width of eighty feet or forty feet on either sides of said centre line two hundred and one and five tenths feet to a point of tangent at station three hundred and sixty four plus one and five tenths thence with same width north forty one degrees twenty seven minutes east two hundred and thirty nine and five tenths feet to station three hundred and sixty six plus forty one where said centre line crosses line dividing lands of said Jacob S Levengood from those of Jacob Reeger containing one acre and ninety seven hundredths of an acre a map or plan whereof is hereto annexed. Now know all men by these presents that I the said Jacob S Levengood as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said rail road as of the sum of one dollar to me in hand paid by the said The Colebrookdale Rail Road Company at & before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatsoever for upon or by reason of their entry upon and taking and occupying the [illegible]

Vol 15 Pg 692

making and constructing the same of the said railroad and works connected therewith for myself my heirs executors administrators and assigns do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences during the lives dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no more or other of the above described piece or strip of land any part or parcel thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no other occupation or possession thereof or any part thereof by me my heirs executors administrators or assigns whether by residence cultivation inclosure or otherwise for and period of time not shall ever hereafter for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. Reserving the right of cutting down and removing the (blue) trees now standing on the strip of land above described In witness whereof I have hereto set my hand and seal this eleventh day of January in the year of our Lord one thousand eight hundred and sixty nine

Signed sealed and delivered
in presence of
Morton L Montgomery
Washington Richards

105
RS
Stamp
05

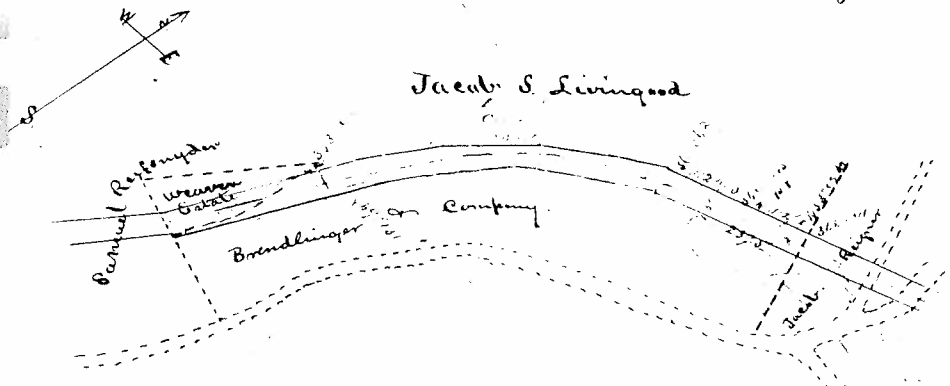
Jacob S Livingood (Seal)

Berks County ss.

Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Jacob S. Livingood and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded As such Witness my hand and seal this 11th day of January A D 1869

Washington Richards Ald. (Seal)

No. 24



Length 1299 feet Total Area 0.97 acres
Scale one ft to one inch

Recorded compared & found to agree exactly this 11th day of February A D 1869

Henry Reider
Recorder

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Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of George H Landis in Colebrookdale township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land of thirty feet on either side or a total width of sixty feet along the following described centre line Beginning at station four hundred and sixty eight plus seven tenths the point where the centre line crosses the dividing line between lands of John Scheaffer and said Landis thence by a four degree curve to the right one hundred and seventy three and seven tenths feet to station four hundred and sixty nine plus eighty five and seven tenths thence north thirty three degrees nine minutes east eight hundred and fifty seven and three tenths feet to station four hundred and seventy eight plus forty three and five tenths where said centre line crosses line dividing lands of said Landis and Peter Y. Brendlinger also the following described piece of land. Commencing at a point distant thirty feet from centre line of said railroad and on line dividing lands of said Landis and James Focht thence along said line north thirty five degrees twenty six minutes east one hundred and sixty six feet to a corner of lands of said Landis, Focht and Samuel Smith near the centre line of a public road thence along line dividing lands of said Landis & Smith north fifty three degrees twenty minutes west twenty seven feet to a point distant thirty feet from centre line of said railroad measured at right angles thereto thence Southwestwardly by a curve of two thousand and thirty four and nine tenths feet radius to the left and centric with center line of said railroad and thirty feet thereform one hundred and sixty eight feet to the place of Beginning the two foregoing pieces of land containing together one acre and sixty four hundredths of an acre a map or plan whereof is hereto annexed. Now know all men by these presents that I the said George H Landis as well for and in consideration of the advantages to be derived by me by reason of the location and construction of the said railroad as of the sum of one thousand dollars in the hands of the Colebrookdale Rail Road Company unto me in hand paid by the said the Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims and demands damages whatever for upon or by reason of their entering upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said railroad and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant grant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no more use of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or new occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road

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mpany their successors and assigns to the entire and exclusive possession of the
ame. It being understood and agreed that the Colebrookdale Rail Road Company
all erected and maintain a bridge crossing over the said rail road where the line
ending from the house upon the said tract of land to the public road crosses the said
ail road. In witness whereof I have hereto set my hand and seal this nineteenth
ay of January in the year of our Lord one thousand eight hundred and sixty nine
igned sealed & delivered
in presence of us.
R. H. Holland
Wm K. Stauffer
Berks County ss

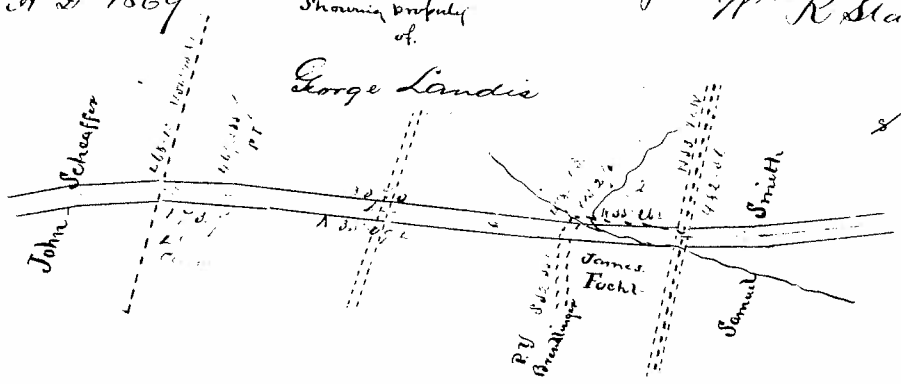
(The word eight erased & nine interlined in last line of this page.)

105
2.65
Stamp
.05

George H. Landis (seal)

Before me the subscriber a justice of the Peace in and for the said County
ersonally appeared the above named George H Landis and in due form of law
knowledged the above and foregoing release to be his act and deed and desired the
ame might be recorded as such. Witness my hand and seal this 19th day of
anuary A D 1869

Wm K Stauffer (seal)



Recorded compared & found to agree exactly this 11th day of February A D 1869

Henry Kelder
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked
nd determined the route of their railroad through and upon lands of Jeremiah
cheaffer in Colebrookdale Township Berks County State of Pennsylvania and
ave occupied or intend to occupy for the purposes of the said railroad a strip
r piece of the said land described with reference to its center line as follows to wit
eginning at station four hundred and fifty six plus fifty three pounds of inter
ection of the division line of property between Samuel Shaner and the said Jere
iah Scheaffer with the centre line of said railroad thence with the width of
ight feet & forty feet on either side of said center line north seven degrees seventeen
inutes east three hundred and fifty feet to station four hundred and sixty three
eginning same course with the width of sixty feet or thirty feet on either side
id center line three hundred and thirty nine feet to a point of curve at
tation four hundred and sixty three plus thirty nine thence by a four degree
urve right with same width four hundred and sixty eight & two tenths more or
ess to the land of George Landis containing one acre and seventy six hundredths of an
cre as on a plan thereof is hereto annexed Now Know all men by these presents
hat the said Jeremiah Scheaffer as well for and in consideration of the advantage
o derived by me by reason of the location and construction of the said railroad

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of the sum of nine hundred dollars in the Bonds of the Colebrookdale Rail Road Company unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatever for upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said railroad and works connected therewith. And for myself my heirs executors administrators and assigns do hereby covenant and agree to and with the said The Colebrookdale Railroad Company their successors and assigns that they the said The Colebrookdale Railroad Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me. And further that no non user of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or non user occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whether for twenty three years or longer shall in any manner affect the right or title of the said The Colebrookdale Railroad Company their successors and assigns to the entire and exclusive possession of the same It being understood that the Colebrookdale Rail Road Company is to permit the water to pass through and under the railroad so as to be accessible to cattle in the field on the new Berlin road which adjoins land of George Landis. In witness whereof I have hereto set my hand and seal this nineteenth day of January in the year of our Lord one thousand eight hundred and sixty nine

the word eight erased and nine interlined on 1st line of third page

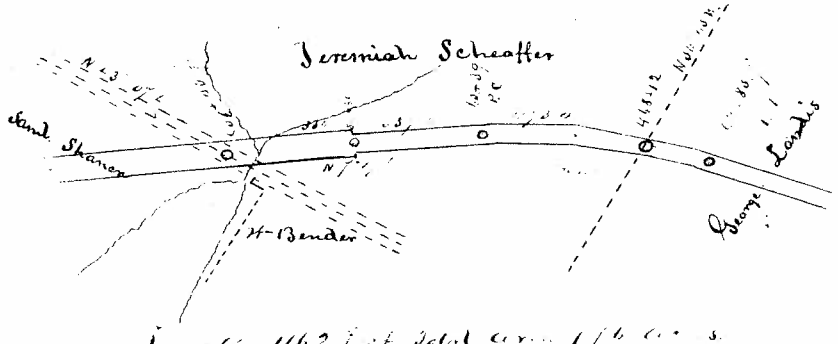
Jeremiah Scheaffer seal

Signed sealed delivered in presence of
R H Hobart. Wm K Slauffer

Berks County ss.

Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Jeremiah Schaeffer and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 19th day of January A D 1869

Wm K Slauffer Seal



Scale 1162 feet to the inch

Recorded compared and found to agree exactly this 11th day of February A D 1869

Henry Reider R

to all intends and purposes with the same validity as I could if personally present thereby ratifying and confirming whatsoever my said attorney shall and may do by virtue hereof in the premises In witness whereof I have hereunto set my hand and seal this twentieth day of February A Dne thousand eight hundred and sixty nine

Witness present
Wm B Schweyer
Mary Grand

$1.00 RES Stamps $1.00

Ge Grand Seal

City of Reading Berks Coundjes

The twentieth day of February A Dne thousand eight hundred and sixty nine personally appears before me one of the aldermen in and for said City George Grand and acknowledged the above power of attorney to be his act and deed and desired the same to be recorded as such according to law. Witness my hand and seal the day and year aforesaid Wm B Schweyer Ald Seal

Recorded compared & found to agree exactly this 1st day of March AD 1869
Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of William Binder in Colebrookdale township Berks County State of Pennsylvania and have occupied and intend to occupy for the purposes of the said railroad a strip or piece of said land of thirty feet on each side of the following described centre line commencing at station four hundred and sixteen plus thirty five a point on the centre line of said railroad and a corner of property of said Binder John Rhoads estate and George K Keller thence by a six degree curve right twenty nine feet to station four hundred and sixteen plus sixty four thence south eighty six degrees twenty three minutes east two hundred and seventy four and one tenth feet to station four hundred and nineteen plus thirty eight and one tenth thence by a six degree curve left five hundred and thirty three and nine tenths feet to station four hundred and twenty four plus seventy two on line of land of Samuel Shaner containing one acre and fifteen hundredths of an acre a map or plan whereof is hereto annexed. Now know all men by these presents that I the said William Binder as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said Rail Road as of the sum of seven hundred dollars in the bonds of the Colebrookdale Rail Road Company unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatever for or on account or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of said railroad and works connected therewith And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors and assigns shall ever be required to erect or maintain any fences along the lines binding the above described piece or strip of land from the adjoining lands but as regards one

further that no nonuser of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no non user occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation or enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereto set my hand and seal this second day of March in the year of our Lord one thousand eight hundred and sixty nine.

Signed sealed & delivered in presence of
The word nine on the third page being
erased before signing
Wm K Stauffer
R. H. Hobart

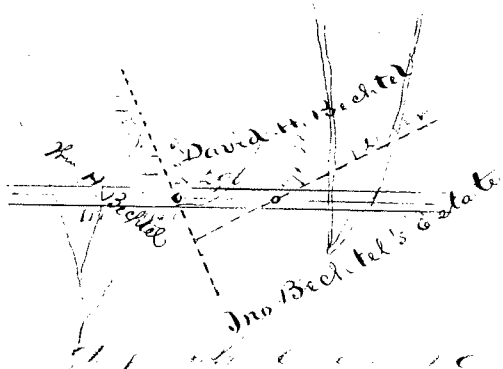
Wm Binder Seal

U.S. Stamp .05

Berks County ss-

Before me the subscriber a justice of the Peace in and for said County personally appeared the above named William Binder and in due form of acknowledged the above and foregoing Release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 2d day of March A.D. 1869.

Wm K Stauffer Seal



Recorded compared & found to agree exactly this 8th day of March AD 1869
Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of David H. Bechtel in Washington township Berks County and State of Pennsylvania and have occupied and intend to occupy for the purposes of the said railroad a strip or piece of the said land of sixty feet in width thirty feet on either side of the following described center line, Beginning at station five hundred and seventy four plus ninety five the point where said center line crosses line dividing lands of William H. Bechtel from those of David H. Bechtel thence north six degrees forty six minutes east two hundred and nineteen & six feet to station five hundred and seventy seven plus ninety one and division line of property between said David H. Bechtel and John Bechtel's Estate containing forty one hundredths of an acre a map or plan whereof is hereto annexed Now know all men by these presents that I the said David H. Bechtel as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of Two hundred dollars in the hand

the Colebrookdale Rail Road Company unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery thereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge The said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatsoever for upon or by reason of their entering upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said Rail Road and works connected therewith and further my heirs executors and administrators and assigns hereby covenant and agree to and with the said The Colebrookdale Railroad Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall now be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no remnant of the above described piece or strip of land or any part or parcel thereof by the said The Colebrookdale Rail Road Company their successors or assigns or any user occupation or possession thereof or of any part thereof by myself my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatsoever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possessing of the same In witness whereof I have hereunto set my hand and seal this second day of March in the year of our Lord one thousand eight hundred and sixty nine

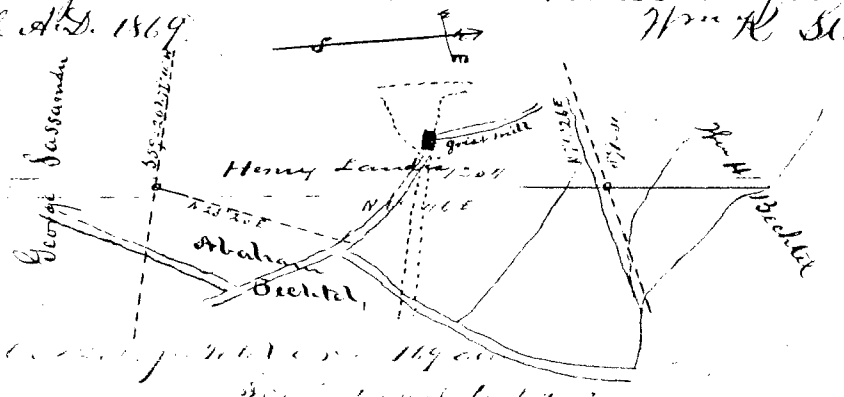
Signed sealed & delivered in presence of
Wm K Slauffer
Robert H Hobart

[illegible] 05
$2.05
Stamps
.05

David H Bechtel (Seal)

Berks County ss Before me the subscriber a justice of the Peace in and for said County personally appeared the above named David H Bechtel and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 2d day of March A.D. 1869

Wm K Slauffer (Seal)



Recorded compared & found to agree exactly this 8th day of March A D 1869

Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of Henry Landis in Washington township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land of sixty feet in width or thirty feet on either side of the following described center line Beginning at station five hundred and fifty nine plus twenty the

point where said center line crosses line dividing lands of George Sassaman from those of the said Henry Landis thence north six degrees forty six minutes east twelve hundred and thirty four feet to station four hundred and seventy one plus fifty four where the said center line crosses the line dividing lands of the said Henry Landis from those of William H Bechtel containing one acre and sixty nine hundredths of an acre as a map or plan whereof is hereto annexed. Now know all men by these presents that I the said Henry Landis as well for and in consideration of the advantage to be derived by me by reason of the location and construction of said railroad as of the sum of Eight hundred dollars in the bonds of the Colebrookdale Railroad Company unto me in hand paid by the said The Colebrookdale Railroad at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged (the said) and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims and demands and damages whatsoever for upon or by reason of their entering upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said railroad and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no owner of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or owner occupier or possessor thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same In witness whereof I have hereto set my hand and seal this second day of March in the year of our Lord one thousand eight hundred and sixty nine

Signed sealed delivered in presence of
Wm K Stauffer R. H. Hobart

105 / 215 / Stamp / 05

Henry Landis (Seal)

Berks County ss - Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Henry Landis and in due form of law acknowledged the above and foregoing Release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 2nd day of March A D 1869.

Wm K Stauffer (Seal)

Recorded compared & found to agree exactly this 8th day of March A D 1869

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of William H Bechtel in Washington Township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land of sixty feet in width or thirty feet on either side of the following described center line Beginning at station five hundred and seventy one plus fifty from the point where said center line crosses the dividing lands of Henry Landis formerly of the said William H. Bechtel thence north six degrees forty six minutes east three hundred and forty one feet to station five hundred and seventy four plus ninety five where said center line crosses line of land between said William H Bechtel and David H Bechtel, Containing forty seven hundredths of an acre a map or plan whereof is hereto annexed. Now know all men by these presents that I the said William H. Bechtel as well for and in consideration of the advantages to be derived by me by reason of the location and construction of the said Rail Road as of the sum of Two hundred dollars in the hands of The Colebrookdale Rail Road Company unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatsoever for myself my heirs executors administrators and assigns for ever by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said railroad and works connected therewith. And for myself my heirs executors administrators and assigns do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no non user of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no user or occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatsoever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same In witness whereof I have hereto set my hand and seal this second day of March in the year of our Lord one thousand eight hundred and sixty nine

Signed sealed & delivered
in our presence
Wm K Stauffer
R H Hart

Wm H Bechtel Seal

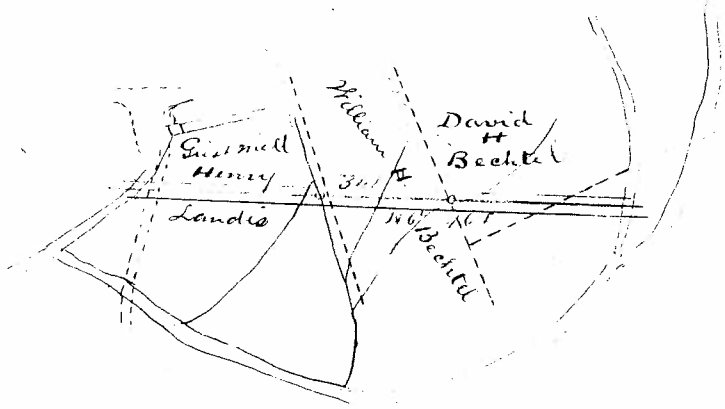
10 cts
2 cts
Stamps
12 cts

Berks County ss

Before me the subscriber a justice of the Peace in and for the said County personally appeared the above named William H Bechtel and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 2nd day of March A D 1869

Wm K Stauffer Seal

Vol 15 page 117



Recorded compared and found to agree exactly this 8th day of March A D 1869.
Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of Reuben Stauffer partly in Colebrookdale Township and partly in Washington Township Berks County State of Pennsylvania and have occupied and intended to occupy for the purposes of the said railroad a strip or piece of the said land of sixty feet in width thirty feet on either side of the following described center line Beginning at station five hundred and forty nine plus thirty the point where said center line crosses the line dividing lands of Eli S. Bechtel from those of said Reuben Stauffer thence north six degrees forty six minutes east six hundred and seventy two feet to station five hundred and fifty six plus two where said center line crosses line dividing lands of said Reuben Stauffer from those of George Sassaman containing ninety three hundredths of an acre a map or plan whereof is hereto annexed; Now Know all men by these presents that I the said Reuben Stauffer for well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of two hundred and fifty dollars in cash and two hundred dollars in the bond of the Colebrookdale Rail Road Company unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatever for or upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said railroad and works connected therewith And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no user of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no user occupation or possess

thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same In witness whereof I have hereto set my hand and seal this second day of March in the year of our Lord one thousand eight hundred and sixty nine.

Signed sealed & delivered in our presence
The word partly interlined 5th line of page before sign'd

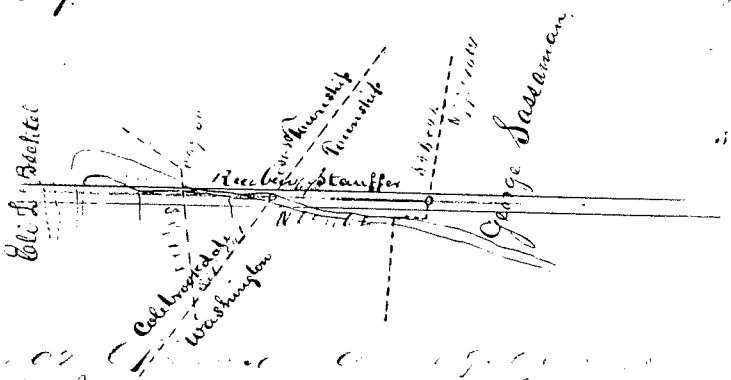
Rec'd 05 Stamp .05

Reuben Stauffer Seal

Wm K Stauffer — Robert H Herbert

Berks County ss Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Reuben Stauffer and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such Witness my hand and seal this 2d day of March A D 1869.

Wm K Stauffer Seal



Recorded compared & found to agree exactly this 8th day of March A D 1869

Henry Reider
Recorder.

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined for the route of their railroad through and upon lands of Abraham B Stauffer in Washington Township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said rail road a strip or piece of the said land of sixty feet in width or thirty feet on either side of the following described center line Beginning at station six hundred and thirty one plus sixty four where said center line crosses line of land Between William Haines and the said Abraham Stauffer thence north forty degrees twenty five minutes east five hundred and sixty four feet to station six hundred and thirty seven plus twenty eight where said center line crosses the division line of property Between said Abraham Stauffer and Peter Deysher containing seventy eight hundredths of an acre as a map or plan whereof is hereto annexed. Now know all men by these presents that I the said Abraham B Stauffer as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said rail road as of the sum of Two hundred dollars in the bonds of the Colebrookdale Rail Road Company unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quit claimed and forever discharged and by these presents do remise release quit claim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims and demands and damages whatever for upon or by reason of the entry upon and taking and

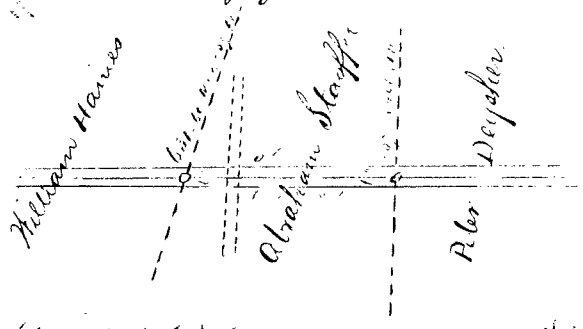
occupying the above described (premises) piece or strip of land and the location and construction thereof the said Railroad and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no nonuser of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no riser occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereto set my hand and seal this second day of March in the year of our Lord one thousand eight hundred and sixty nine.

Signed sealed & delivered in our presence
Wm K Stauffer
Robert H Hobart

105 R/S Staunf .05

Abraham S Stauffer Seal

Berks County ss. Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Abraham B Stauffer and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 2d day of March A D 1869 Wm K Stauffer Seal



Recorded compared & found to agree exactly this 5th day of March A D 1869.
Henry Seider Recorder

Know all men by these presents that we Catharine A Sechler wife of Levi Sechler late Catharine A Kunkel of the township of Albany County of Berks and State of Pennsylvania and Mary A Snyder wife of Daniel K. Snyder late Mary A Kunkel of the Borough of Slatington County of Lehigh State aforesaid we having attained the age of twenty one years do hereby acknowledge that we this day have had and received of and from Joel Sechler our guardian duly appointed by the Orphans Court of said County of Berks said Catharine Sechler wife of Levi Sechler late Catharine A Kunkel the sum of one thousand nine hundred and eighty nine dollars and eighty eight cents And said Mary A Snyder wife of Daniel Snyder late Mary A Kunkel the sum of one thousand nine hundred eighty nine

Esther his wife and in due form of law acknowledged the above Indenture to be their act and deed and desired the same might be recorded as such. In testimony whereof I have hereunto set my hand & seal this 22nd day of July A D 1861.

J. D. Hamner & P. Seal

Recorded compared & found to agree exactly this 25th day of November 1868.

Henry Heider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their Rail Road through and upon lands of George R Yorgey in Douglass township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said Rail Road a strip or piece of the said land described with reference to the centre line of said Rail road as follows. Beginning at station 244+27 the point of intersection of the dividing line of property of said George R Yorgey and Jacob Weissners estate with the centre line of said Rail Road thence with a width of thirty feet on each side of said centre line or a total width of sixty feet by a four degree and thirty minute curve left one hundred and seventy three feet to station 244 thence with a width of fifty feet on each side of said centre line or a total width of one hundred feet by a four degree and thirty minute curve left four hundred feet to station 248 thence continuing the same curve and with a width of eighty seven and one half feet on each side of the centre line or a total width of one hundred and seventy five feet four hundred and thirteen and eight tenths feet to station 252+13.8 thence of same width north thirty six degrees fifty seven minutes east eighty six and two tenths feet to station 253 thence continuing the same course north thirty six degrees fifty seven minutes east and with a width of fifty feet on each side of said centre line or a total width of one hundred feet nineteen hundred and eighty seven feet to Station 272+87 thence continuing the same width & by a six degree and thirty minutes curve right two hundred and thirteen feet to station 275 thence by same Curve and a width of thirty feet on each side of said centre line or a total width of sixty feet seven hundred and sixty seven and one half feet to station 280+67.5 thence by tangent to said curve south seventy nine degrees eighteen minutes east six hundred and forty nine and one half feet to station 287+17 on line of lands of Snedeners Heirs Containing two and seventeen one hundredth acres a map or plan whereof is hereto annexed.

Now know all men by these presents that I the said George R Yorgey as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said Rail Road as of the sum of Thirteen hundred dollars in cash and five hundred dollars in the bonds of the said Colebrookdale Rail Road Company unto me in hand paid by the said Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims and demands and damages whatever for or upon or by reason of their entry upon said taking and occupying the above described piece or strip of land

and the location and construction thereon of the said Rail Road and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me. and further that no more use of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns and user occupations or possession thereof or of any part thereof by me or my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one year or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereunto set my hand and seal this 28th. day of September. in the year of our Lord 1868.

Signed sealed & delivered in presence of
Jacob Reigner
Wm K Stauffer.

George R Yorgey (Seal)

Rec'd Nov 25 1868 Stamp 05

Berks County ss.

Before me the subscriber a justice of the Peace in and for said County personally appeared the above named George R Yorgey and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand & seal this 28th day of September A D 1868.

Wm K. Stauffer (Seal)

Recorded compared & found to agree exactly this 25th day of November A D 1868

Henry Reider
Recorder

Received Reading July 31- 1868 of Gregory Heine Executor of Non cupation of Anthony Hodapp decd the following sums of money to wit.

John F Hodapp two hundred thirty eight and fourteen and one sixth one hundredth Dollars in full of my distributive share and all indebtedness due me from said Estate as per account filed in Registers office at Reading and confirmed by the Orphans Court of Berks County the 7th day of September 1868. Theresa Hodapp one hundred eighty eight and fourteen and one sixth one hundredth dollars in full of my distributive share and all indebtedness due me from said Estate as per account aforesaid. Cecelia Hodapp one hundred eighty eight and fourteen and one sixth hundredths dollars in full of my distributive share and all indebtedness due me from said estate as per account filed aforesaid. And we and each of us do hereby in consideration of the premises thereof and of every nature and kind whatsoever discharge the said Gregory Heine executors his heirs and assigns forever from the Beginning of the world to the day of the date hereof. Witness our hands and seals the day & year aforesaid.

Witness present.
Washington Richards

John F Hodapp (Seal)
Theresa Hodapp (Seal)

Signed sealed & delivered in presence of
George R Yorgey
Wm K Stauffer

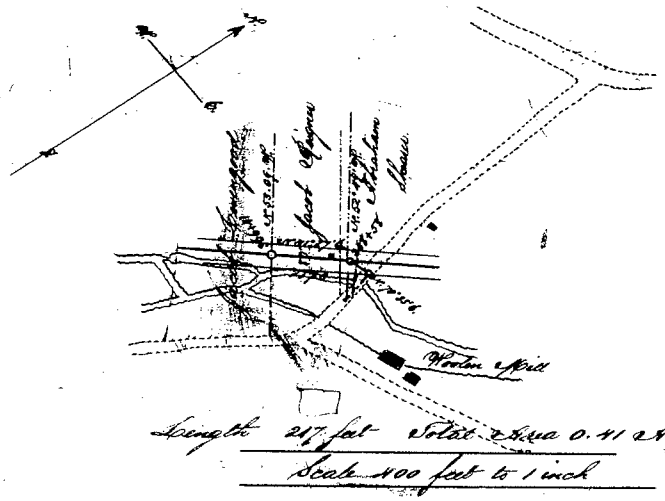
Jacob Reginer Seal

'05 U.S. Stamp .05

Berks County ss

Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Jacob Reginer and in due form of law acknowledged the above and foregoing Release to be his act and deed and desired that the same might be recorded as such. Witness my hand & seal this 28th day of September A D 1868.

Wm K Stauffer Seal



Length 217 feet Total Area 0.41 Acres
Scale 100 feet to 1 inch

Recorded compared & found to agree exactly this 25th day of November A D 1868.

Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route of their Rail Road through and upon lands of John Egolf in Douglass township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said Rail Road a strip or piece of the said land of sixty feet in width or thirty feet on each side of the centre line of said railroad and described by reference to its centre line as follows. Beginning at Station 146 + 81 — the point formed by the intersection of the division line of property between the said John Egolf and Peter Burns with the centre line of Rail Road thence north five degrees and ten minutes west three hundred and sixty eight feet to station 150 + 49 on line of lands of Peter Burns. Containing fifty one hundredths of an acre as map or plan whereof is hereto annexed Now know all men by these presents that I the said John Egolf as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said Rail Road as of the sum of two hundred dollars unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quit claimed and forever discharged and by these presents do remise release quit claim & forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatever for upon or by reason of their entry upon and taking and occupying the above described

piece or strip of land and the location and construction thereon of the said Rail Road and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no number of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail road Company their successors or assigns or my user occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereto set my hand & seal this 22nd day of October in the year of our Lord 1868

Signed sealed & delivered in presence of

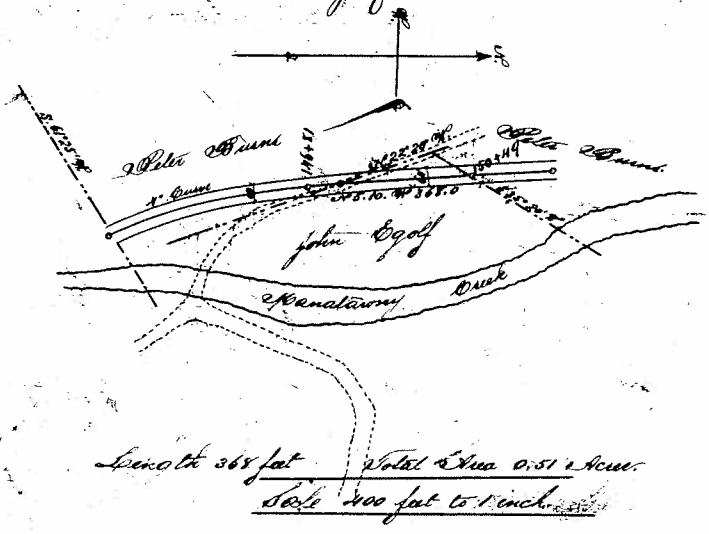
Jno S Weiler
R H Hobart

John Egolf (Seal)

.05 cts Stamp .05

Montgomery County ss

Before me the subscriber a justice of the Peace in and for said County personally appeared the above named John Egolf and in due form of law acknowledged the above and foregoing Release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 22nd day of October A D 1868 Jno S. Weiler (Seal)



Recorded compared & found to agree exactly this 25th day of November A D 1868

Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their Rail Road through and upon lands of Henry Gresh in Douglass township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said Rail Road a strip or piece of said land of seventy feet in width or thirty five feet on either side of the centre line and described with reference to its centre line as follows Beginning at Station 313 + 70 the point of intersection of the division line of property Between said Gresh and Frederick Neiman with the centre line of Rail Road thence north twenty one degrees seven minutes east one hundred and fifty two and two tenths feet to station 315 + 222 thence by a four degree curve right one hundred and seventy seven and eight tenths feet to station 317 thence with a width of thirty feet on each side of said Centre line and curving to the right by a four degree curve five hundred and ninety feet to station 322 + 90 on line of land of Samuel Reifsnyder Containing one and thirty four hundredths acres a map or plan whereof is hereto annexed

Now know all men by these presents that I the said Henry Gresh as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said Rail Road as of the sum of one thousand dollars in the bonds of said Colebrookdale Rail Road Company unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised release quitclaimed and forever discharged and by these presents do remise release quitclaim, and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands whatever for upon or by reason (thereof) of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of said Rail Road and works connected therewith.

And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me. And further that no non user of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no user occupation or possession thereof or of any part thereof by me or my heirs executors administrators or assigns whether by residence cultivation inclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereto set my hand and seal this 27th day of October in the year of our Lord 1868.

Signed sealed & delivered in presence of
Jno S Weiler
R H Hobart

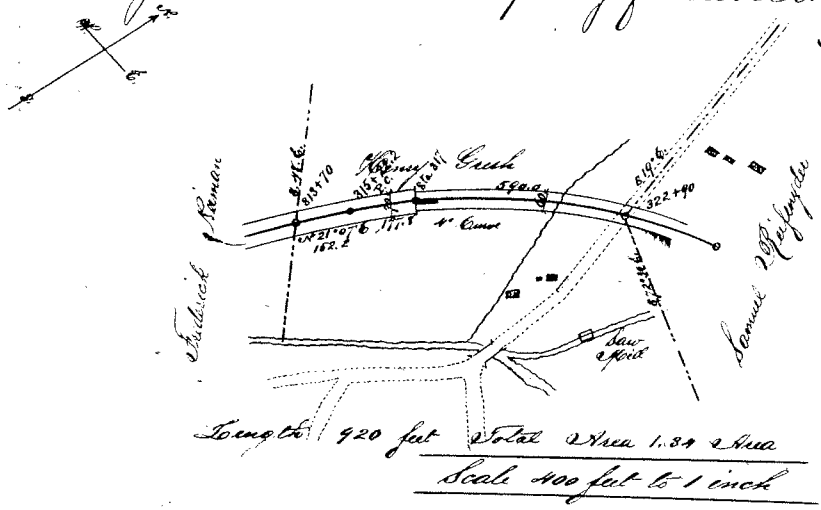
Henry Gresh (Seal)

05 U.S. Stamp 05

Montgomery County ss. Before me the subscriber a justice of the Peace in and

in and for said County personally appeared the above named Henry Gre- and in due form of law acknowledged the above and foregoing release to b- his act and deed and desired that the same might be recorded as such Witness my hand & seal this 27th day of October A D 1868

Jno S Weiler Seal



Recorded compared & found to agree exactly this 25th day of Nov. 1868

Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their Rail Road through and upon lands of John Sands in Douglass Township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said Rail Road a strip or piece of the said land of sixty feet in width or thirty feet on each side of the centre line and described by reference to the centre line as follows Beginning at station 129+47. on the centre line of said Rail road and point of intersection of said centre line with the division line of property between Albert Stoltz and John Sands thence with a width of forty feet on each side of the centre line or a total width of eighty feet and curving to the right with a two degree curve for a distance of two hundred & fifty three feet to station 132 thence with a width of thirty feet on each side of the centre line or a total width of sixty feet by a two degree curve right ninety two and seven tenths feet to station 132+92.7 thence north thirty one degrees eighteen minutes west six hundred and forty one and eight tenths feet to station 139+34.5. thence curving to the right with a four degree curve ninety one and five tenths feet to station 140+26 a point on line of land belonging to Peter Burns. Containing one and sixty two hundredths acres. a map or plan whereof is hereto annexed.

Now know all men by these presents that I the said John Sands as well for and in consideration of the advantages to be derived by me by reason of the location and construction of the said Rail Road, as of the sum of one hundred dollars in a bond of the Colebrookdale Rail Road Company and one in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quit claimed and forever discharged and by these presents do remise release quit claim and forever discharge the said the Colebrookdale Rail Road Company their successors and assigns of & from

all suits claims demands and damages whatever for upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said rail road and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to him: and further that no nonuser of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no user occupation or possession thereof or of any part thereof by myself my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said the Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereto set my hand & seal this 14th day of September A D 1868

Signed sealed & delivered in presence of-

D B Manger-
R. H. Hobart

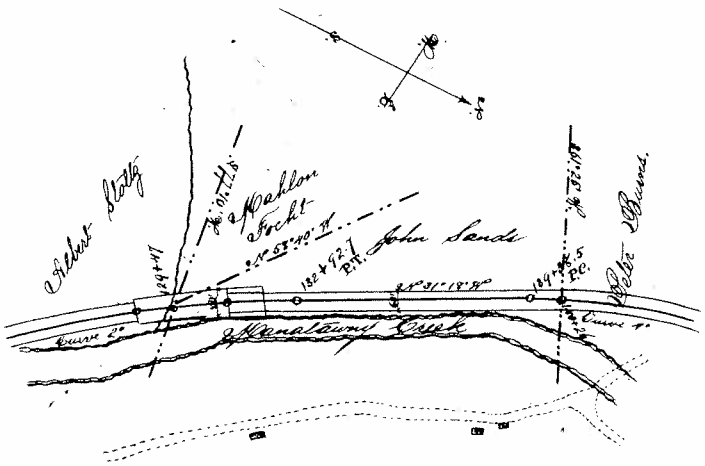
John Sands- Seal

.05
2.15
Stumps
.05

Berks County ss

Before me the subscriber a justice of the Peace of said Co. personally appeared the above named John Sands and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand & seal this 14th day of September A.D. 1868-

D B Manger. J P. Seal



Length 1079 feet Total Area 1.62 Acres
Scale 400 feet to 1 inch

Recorded compared & found to agree exactly this 25th day of November A D 1868.

Harvey Haider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their rail road through and upon lands of Peter Burns in Douglass Township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land of sixty feet in width or thirty feet on either side of the centre line and described by reference to its centre line as follows Beginning at station 140+26, a point of intersection of centre line of railroad with the division line of property Between John Sands and said Peter Burns thence curving to the right with a four degree curve for a distance of five hundred and sixty one and eight tenths feet to station 145+87.8 thence north five degrees ten minutes west ninety three and two tenths feet to station 146+81, a point near the centre line of a certain Public Road and on line dividing land of Burns and Egolf. Containing ninety one hundredths of an acre a map or plan whereof is hereto annexed

Also another strip or piece of the said land of Peter Burns described with reference to the centre line of said Colebrookdale Rail Road as follows. Beginning at station 150+49 and point of intersection of the division line of property Between said Peter Burns and John Egolf with the centre line of Rail Road thence with a width of thirty feet on either side of said center line or a total width of sixty feet north five degrees ten minutes west two hundred and nineteen and four tenths feet to station 152+08.4 thence curving to the left with a three degree forty minute curve for five hundred thirty five and six tenths feet to station 158+04 a point on line of land of Augustus Levengood. Containing one and four hundredth acres a map or plan whereof is hereto annexed.

Now know all men by these presents that I the said Peter Burns as well for and in consideration of the (sum) of advantages to be derived by me by reason of the location and construction of the said rail road as of the sum of Five hundred & fifty dollars unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims & demands and damages whatever for or upon or by reason of their entry upon and taking and occupying the above described two pieces or strips of land and the location and construction thereon of the said Rail Road and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described two pieces or strips of land from the adjoining lands belonging to me and further that no non user of the above described two pieces or strips of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or any user occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer

shall in any manner affect the right or title of the said The Colebrookdale Ra
Company their successors and assigns to the entire and exclusive possession
same. In witness whereof I have hereto set my hand and seal this 28th day of Septem
in the year of our Lord 1868

Signed sealed & delivered in presence of
Edward Bompany caused before signing

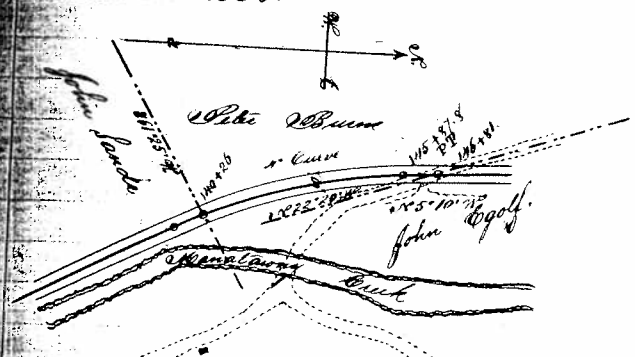
Peter Burns. (Seal)

D. B. Manger. R. H. Hobart.

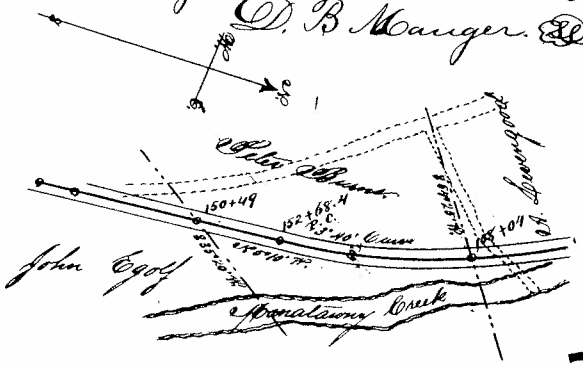
Berks County ss.

Before me the subscriber a justice of the Peace in and for said County
sonally appeared the above named Peter Burns and in due form of law acknow
edged the above and foregoing release to be his act & deed and desired that
same might be recorded as such. In witness my hand & seal this 28th day of
September A.D. 1868.

D. B. Manger. (Seal)



Length 655 feet. Total Area 0.90 Acres
Scale 400 feet to 1 inch.



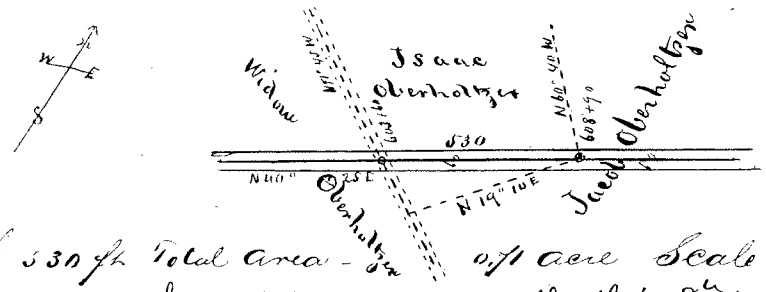
Length 755 feet Total Area 1.04 Acres
Scale 400 feet to 1 inch

Recorded compared & found to agree exactly this 25th day of November A.D. 18
Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked a
determined the route for their railroad through and upon lands of Mahlon H.
Focht and Catharine Focht his wife in Douglass Township Berks County State of
Pennsylvania and have occupied or intend to occupy for the purposes of the sa
Rail Road a strip or piece of the said land of sixty feet in width thirty feet o
either side of the centre line and described by reference to its centre line as follow
Beginning at Station 166 + 60 a point formed by the intersection of the centre li
of railroad with line dividing lands of Augustus Levengood and the said Mah
Focht thence with a width of thirty feet on each side of said centre line or a total
width of sixty feet by a three degree thirty minute curve right one hundred eight
and nine tenths feet to station 168 + 40.9 thence by a three degree curve right seven
hundred and fifty feet to station 170 + 90.9 thence by a six degree seven minu
curve right three hundred and nine and one tenth feet to station 180 thence
sixty feet on each side of said centre line or a total width of one hundred and
twenty feet by a six degree seven minute curve right three hundred and four
five tenths feet to station 183 + 04.5 thence north twenty nine degrees forty two m
utes east ninety five and five tenths feet to station 184 thence thirty five feet
on each side of said centre line or a total width of seventy feet north twen
nine degrees forty two minutes east forty six feet to station 184 + 46 in the

Berks County ss Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Isaac Oberholtzer and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such Witness my hand and this 2 day of March A D 1869.

Wm K Stauffer Seal



Length 530 ft Total Area - 0/1 acre Scale 400 ft. to 1 inch

Recorded compared & found to agree exactly this 8th day of March A D 1869

Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of John Weasner and Eli Weasner in Douglass Township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said Railroad a strip or piece of the said land of sixty feet in width or thirty feet on either side of the following described centre line Beginning at station two hundred and thirty eight plus twenty seven the point of intersection between said John Weasner and Eli Weasner and George Yergey with the centre line of said railroad thence curving to the right by a seven degree fifteen minute curve fifty and two tenths feet to station two hundred and thirty eight plus seventy seven and two tenths thence north eighty one degrees forty five minutes east one hundred and forty one and one tenth feet to station two hundred and forty plus eighteen and three tenths thence by a four degree thirty minute curve left eight and seven tenths feet to station two hundred and forty plus twenty seven on line of land of George R Yergey containing twenty eight hundredths of an acre a map or plan whereof is hereto annexed. Now know all men by these presents that we the said John Weasner and Eli Weasner as well for and in consideration of the advantages to be derived by us by reason of the location and construction of said railroad as of the sum of seventy five dollars unto us in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatsoever for upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said railroad and works connected therewith And for ourselves our heirs executors administrators and assigns we do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to us and further that in case of the above described piece or strip of land or any portion thereof by

the said The Colebrookdale Rail Road Company their successors or assigns or any person claiming or to claim by or under them or any of them or any part thereof by virtue their heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right title of the said The Colebrookdale Railroad Company their successors and assigns to the entire and exclusive possession of the same the said Rail Road Company hereby agreeing to construct one crossing over the said railroad at the southwest corner of the farm said John Weasner and Eli Weasner In witness whereof we have hereto set our hands and seals this twenty third day of February in the year of our Lord one thousand eight hundred and sixty nine

signed sealed & delivered in our presence
the word between underlined in 10th line from bottom before signing
R H Herbert
Ch Ruller

John Weasner Seal

Eli R Weasner Seal

1 05
U S
Stamp
05

Montgomery County ss. Before me the subscriber a Notary Public in and for said County personally appeared the above named John Weasner and Eli Weasner and in due form of law acknowledged the above and foregoing release to be their and each of their act and deed and desired that the same might be recorded As such. Witness my hand and Notarial seal this 25th day of February A D 1869

Ch Ruller N P Seal



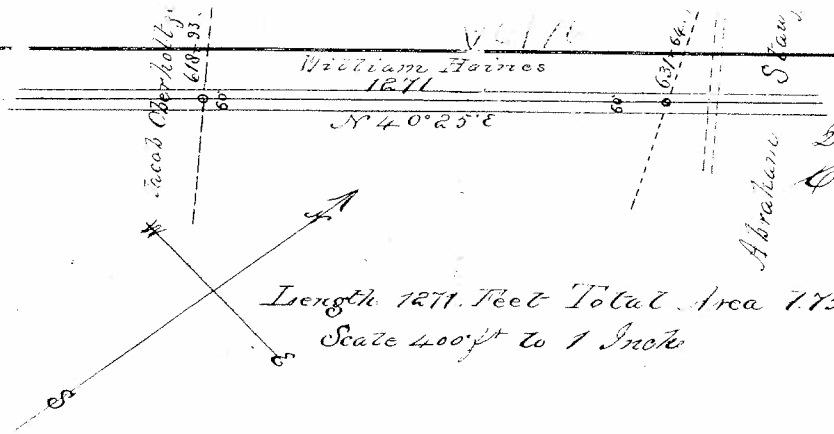
Re Long 200 feet Total area 0.28 ac. Breadth 400 ft. to 1 rod

Recorded compared & found to agree exactly this 8th day of March A D 1869

Henry Reider
Recorder

This agreement made this second day of April A. D. one thousand eight hundred and fifty nine Between John Kercher of Longswamp Township Berks County and State of Pennsylvania of the first part and Horatio Trexler in Trust for Sefert McManus & Co of the City of Reading County and State aforesaid of the second part. Whereas the said party of the first part is seized in fee of all that certain tract of land situate in Longswamp Township Berks County Pennsylvania (& being the same) Containing about four or five acres & being the same field and tract of land which had formerly been leased to the Granville Co & adjoining others and of said Kercher And whereas the said tract of land Contains iron ore the party of the first part hereby agrees to give and grant to the party of the second part his executors administrators and assigns the exclusive right for and during the term of ten year from this date to dig mine and take the same away upon the terms and conditions hereinafter contained & Now this agreement witnesseth that the party of the first part for and in consideration of the covenants and stipulations hereinafter contained and for and in consideration of the sum of one dollar in hand paid by the said party of the second part to the party of the first part at and before the sealing and delivery hereof the receipt whereof he does hereby acknowledged has granted and confirmed and by these presents does grant and confirm unto the said party of the second part and to his executors administrators and assigns the exclusive right to enter upon the said tract of land during the term of years aforesaid to dig mine and carry the same away from time

Plan
Showing the land of
Wm. Haines
In reference to the
Colebrookdale Rail Road



Recorded compared & found to agree exactly this 24th day of March AD 1869
Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of Samuel E Baur in Colebrookdale Township Berks County and State of Pennsylvania and have occupied & intend to occupy for the purpose of the said Railroad a strip or piece of said land of sixty feet in width & thirty feet on either side of the following described centerline Beginning at station four hundred and ninety four plus thirty nine and seven tenths where said center line crossing line dividing lands of Samuel Smith from those of the said Samuel E. Baur thence north thirteen degrees seventeen minutes east three hundred and eighty two and nine tenths feet to station four hundred and ninety eight plus twenty two and six tenths where said center line crosses division line between Samuel E. Baur and Mary Gilbert Containing fifty three hundredths of an acre a map or plan whereof is hereto annexed Now Know all men by these presents that the said Samuel E Baur as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of one hundred and seventeen dollars in cash and one hundred dollars in the bonds of the Colebrookdale Rail Road Company unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quit claimed and forever discharged and by these presents do remise release quit claim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatever for upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said Railroad and works connected therewith and for myself my heirs executors administrators & assigns do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fence along the lines dividing the above described piece or strip of land (or any part or belonging) from the adjoining lands belonging to me. And further that no nor no user of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no user occupation or possession thereof or any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The-

Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereunto set my hand & seal this eleventh day of March in the year of our Lord one thousand eight hundred and sixty nine.

Signed sealed & delivered in presence
Wm K Stauffer
R H Hobart

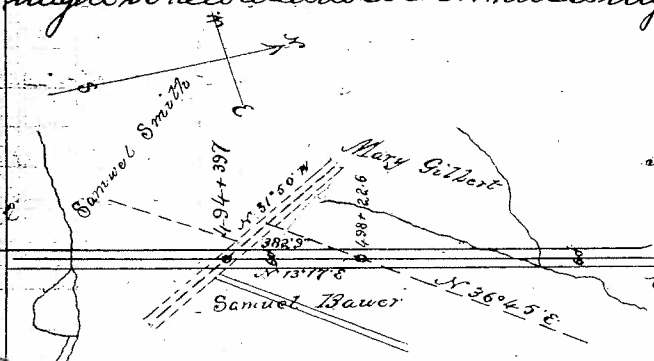
(The word nine written over erasure before signing)

105 R S Stamp 05

Samuel E. Bauer Seal

Berks County ss. Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Samuel E Bauer and in due form of law acknowledged the above and foregoing Release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal the 11th day of March A D 1869

Wm K Stauffer seal



Plan
Showing the property of
Samuel Bauer
In reference to the
Colebrookdale Rail Road
Length 382.9 Total Area 0.53 Acres
Scale 400 ft to 1 Inch

Recorded compared & found to agree exactly this 24th day of March A D 1869

Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked & determined the route for their railroad through and upon lands of Jacob C. Oberholzer in Washington Township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land of sixty feet in width or thirty feet on either side of the following described center line: Beginning at station six hundred and eight plus ninety where said center line crosses line dividing lands of Isaac Oberholzer from those of the said Jacob C. Oberholzer thence north forty degrees twenty five minutes east two hundred and three feet to where said center line crosses line of land between the said Jacob C. Oberholzer and William Haines at station six hundred and eighteen plus ninety three containing one acre and thirty nine hundredths of an acre a map or plan whereof is hereto annexed. Now know all men by these presents that I the said Jacob C. Oberholzer as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of five hundred dollars in the bonds of the Colebrookdale Rail Road Company unto me duly and truly paid by the Colebrookdale Railroad Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quit claimed and forever discharged and by these presents do remise release quit claim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatever for upon or by reason of their entering upon and taking and occupying of the above described piece or strip of land and the location and construction thereon of the said railroad and works connected therewith. And for myself my heirs executors administrators and assigns do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belong-

to me and further that no user of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no user occupation or possession thereof or any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereto set my hand & seal this eleventh day of March in the year of our Lord one thousand eight hundred & sixty nine

Signed sealed & delivered in presence of

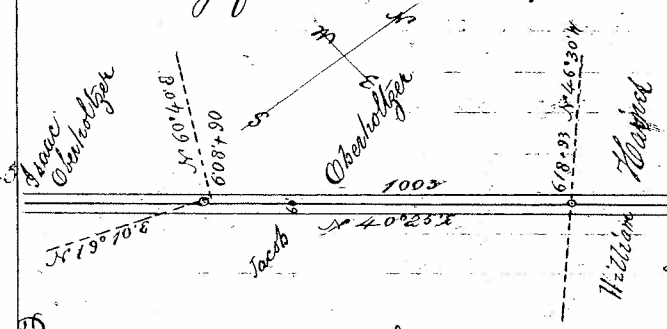
Wm K Stauffer
R H Hobart

10 cts Stamps 05

Jacob C Oberholtzer Seal

Berks County ss Be it remembered that on the subscriber a justice of the Peace in and for said County personally appeared the above named Jacob C. Oberholtzer and in due form of law acknowledged the above and foregoing Release to be his act and deed and desired that the same might be recorded as such Witness my hand and seal this 11th day of March A D 1869.

Wm K Stauffer Seal



Plan
Showing the property of
Jacob Oberholtzer in reference to the
Colebrookdale Rail Road

Length 1003 feet Total Area 1.39 Acres
Scale 400 Ft to 1 Inch

Recorded compared & found to agree exactly this 24th day of March A D 1869

Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of James Focht in Colebrookdale township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land described as follows to wit. Commencing at station four hundred and seventy eight plus sixty six a point where centre line of said railroad crosses dividing line between lands of said Focht and those of Peter V Brendlinger thence along said line north thirteen degrees twenty seven minutes west forty one feet to a point thirty feet from center line of said Rail Road measured at right angles thereto thence parallel to and thirty feet from said center line north thirty three degrees nine minutes east fourty four feet to a point thence still northeastwardly by a curve of two thousand eight hundred and thirty four and nine tenths feet radius to the left concentric with centre line of said railroad and thirty feet therefrom one hundred and fifty three feet to a point and line dividing lands of said Focht and Geo. Landis thence along said line north thirty five degrees twenty six minutes east one hundred and sixty six feet to a corner of lands of said Focht Landis and Samuel Smith near the center of a public road thence along dividing line of said Focht & Smith north fifty three degrees twenty minutes east thirty three feet to a point distant thirty feet from centre line of said railroad measured at right angles thereto thence southwesterly by a curve of two thousand eight hundred and ninety four and

nine tenths feet radius to the right concentric with centre line of said railroad and thirty feet therefrom three hundred and seventeen feet to a point thence parallel with said centre line and thirty feet therefrom south thirty three degrees nine minutes west eighty four feet to a point on line of land of said Focht and Brendlinger thence along said line north fifty two degrees fifty five minutes west nineteen feet to a point thence still along said line north thirteen degrees twenty seven minutes west sixteen feet to the place of Beginning. Containing forty eight hundredths of an acres as map or plan whereof is hereto annexed. Now know all men by these presents that I the said James Focht as well for and in consideration of the advantages to be derived by me by reason of the location and construction of the said railroad as of the sum of one hundred dollars in the bonds of the Colebrookdale Rail Road Company unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quit claimed and forever discharged and by these presents do remise release quit claim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatever from or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said railroad & works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Railroad Company their successors & assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no & no user of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns & no use occupation or possession thereof or any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatsoever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale R. R. Co their successors and assigns to the entire and exclusive possession of the same. It being understood that the flow of water in the stream shown upon the annexed map shall not be controlled by the said The Colebrookdale R. R. Co

In witness whereof I have hereto set my hand and seal this 11th day of March in the year of our Lord 1869

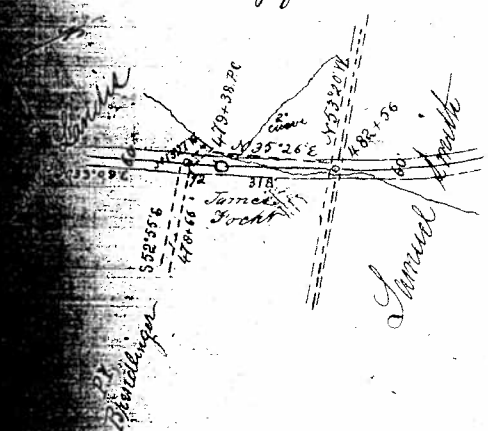
Signed sealed & delivered in presence of
Wm K Stauffer
R. H. Hubbard
(the word miner & thirty written in erasure before signing)

105 115 Stamp 05

James Focht Seal

Berks County ss Before me the subscriber a justice of the Peace in and for said County personally appeared the above named James Focht and in due form of law acknowledged the above and foregoing release to be his act & deed and desired that the same might be recorded as such. Witness my hand & seal this 11th day of March A. D. 1869

Wm K Stauffer Seal



Plan
Showing the Property of
James Focht in reference to the
Colebrookdale Rail Road

Length 390 ft. Total Area 0.48 Acres
Scale 40 ft to 1 Inch

Recorded examined & found to agree exactly this 24th day of March A.D. 1869

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of the heirs of John Oberholtzer in Washington Township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land of sixty feet in width or thirty feet on either side of the following described center line.

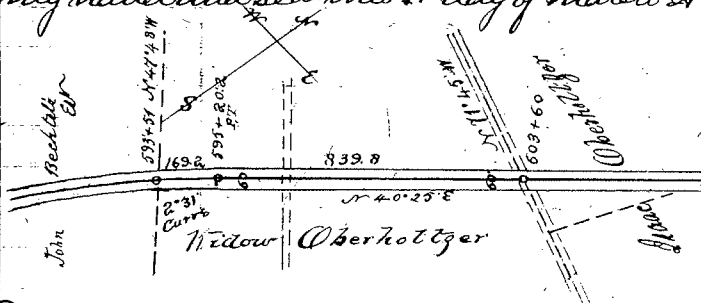
* Beginning at station five hundred and ninety three plus fifty one where said center line crosses line dividing lands between John Bechtels Estate and those of the Heirs of John Oberholtzer thence by a two degree thirty minute curve eight one hundred and sixty and two tenths feet to a point of tangent at station Five hundred and ninety five plus twenty and two tenths thence south forty degrees twenty five minutes east eight hundred and thirty nine and eight tenths feet to line of land between the heirs of John Oberholtzer and Isaac Oberholtzer at station six hundred and three plus sixty. * Containing one acre and thirty nine one hundredths of an acre a map or plan whereof is hereto annexed. * Now know all men by these presents that we the said Jacob B Oberholtzer Amos B Oberholtzer William H. Bechtel and Mary B his wife in right of said Mary B Eli S Bechtel and Esther B his wife in right of the said Esther B., Jesse Bechtel guardian of Annie B Oberholtzer Christian Bleim guardian of Minerva B Oberholtzer both minor children of John Oberholtzer deceased and Anna Oberholtzer widow of the said John Oberholtzer deceased as well for and in consideration of the advantages to be derived by us by reason of the location and construction of said Railroad as of the sum of six hundred dollars in the bonds of The Colebrookdale Rail Road Company unto us in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatsoever for upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said railroad and works connected therewith and for ourselves our heirs executors administrators and assigns we do hereby covenant and agree to and with the said The Colebrookdale Rail Road company their successors & assigns that they the said The Colebrookdale Rail Road Company their successors shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to us and further that no user of the above described piece or strip of land nor any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no user occupation or possession thereof or of any part thereof by us our heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof we have hereunto set our hands & seals this eleventh day of March in the year of our Lord one thousand eight hundred and sixty nine

Signed sealed & delivered
in presence of
Wm K Stauffer
R H Hobart

Jacob Oberholtzer (Seal)
Amos B. Oberholtzer (Seal)
Wm H Bechtel (Seal)
Mary B Bechtel (Seal)
Eli S Bechtel (Seal)
Esther Bechtel (Seal)
Jesse Bechtel (Seal)
C. H Bleim (Seal)
Guardian
Ann Oberholtzer (Seal)

105
218
Stamps
.05

Berks County ss - Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Jacob B Oberholtzer Anna B Oberholtzer Wilhelmina H Bechtel and Mary B his wife Eli Bechtel and Esther B his wife & Jesse Bechtel guardian aind Christian Bliem aforesaid in and Anna Oberholtzer widow and in due form of law acknowledged the above and foregoing release to be their and each of their act & deed and desired that the same might be recorded as such. And the said Mary B & Esther B being of full age and separate and apart from the said husband by me therein privately examined and the full contents of the above released being by me first made known unto them and thereupon declare and say that they did voluntarily and of her own free will and accord sign seal and as their act and deed deliver the said release without any coercion or compulsion of their said husbands Witness my hand and seal this 11 Day of March A D 1869 Wm K Stauffer Seal



Recorded compared & found to agree exactly this 24th Day of March A D 1869.
Henry Reider
Recorder

Whereas the Colebrookdale Railroad Company have ascertained fixed marked & determined the route for their Railroad through and upon lands formerly of John Bechtel Dec'd in Washington Township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said Railroad a strip or piece of the said land of sixty feet in width or thirty feet on either side of the following described centre line Beginning at station five hundred and seventy seven plus ninety one where said centre line crosses line dividing the said lands from those of David H Bechtel thence north six degrees forty six minutes east three hundred and eighty three and two tenths feet to a point of curve at station five hundred and eighty one plus seventy four and two tenths thence by a two degree thirty minute curve right eleven hundred and seventy six and eight tenths feet to station five hundred and ninety three plus fifty one where said centre line crosses line dividing said lands from those of the heirs of John Oberholtzer containing two and fifteen one hundredths acres a map or plan whereof is hereto annexed, Now know all men by these presents that we John H Bechtel & David H Bechtel administrators of all and singular the goods and chattels rights and credits which were of John Bechtel dec'd Isaac H Bechtel David H Bechtel Jr. H Bechtel William H. Bechtel George S. Kraiss and Elizabeth his wife heirs at law of the said John Bechtel deceased as well for and in consideration of the advantages to be derived by us by reason of the location and construction of said Railroad as of the sum of nine hundred dollars in the bonds of the Colebrookdale Rail Road Company unto us in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quit claimed and forever discharged and by these presents do remise release quit claim forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatever for upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction of the said railroad and works connected therewith And for ourselves our heirs executors administrators and assigns

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of Samuel Schaner situate partly in Colebrookdale Township and partly in Boyertown Berks County State of Pennsylvania and have occupied and undertaken to occupy for the purposes of said railroad a strip or piece of the said land of forty feet on each side of the following described center line. Beginning at station three hundred and ninety five plus fifty five the point of intersection of division line of property between said Samuel Schaner and Jacob Young and the center line of said railroad thence by a five degree curve left three hundred and forty six and one tenth feet to station three hundred and ninety nine plus one and one tenth thence by tangent to said curve north two degrees thirty seven minutes east forty five and nine tenth feet to station three hundred and ninety nine plus forty seven on line of land of John Rhoads estate, Containing seventy two hundredths of an acre a map or plan whereof is hereto annexed. Also another strip or piece of the said land described with reference to its center line as follows. Beginning at station four hundred and thirty five plus seventy four where said center line crosses the eastwardly side of Philadelphia Avenue thence with a width of sixty feet or thirty feet on either side of said centre line north fifty two degrees fifty one minutes east three hundred and thirty eight feet to station four hundred and thirty one plus twelve thence by a seven degree curve left thirty eight feet to station four hundred and thirty nine plus fifty thence with a width of eighty feet or forty feet on either side of said center line six hundred and fifty and nine tenths feet to a point of tangent at station four hundred and forty five plus and one thence north seven degrees seventeen minutes east ten hundred and eighty seven and one tenth feet continuing last mentioned width to station four hundred and fifty six plus fifty on line of lands of John Schaeffer containing three and sixty four one hundredth acres a map or plan whereof is hereto annexed. Also another strip or piece of the said land of thirty feet on either side of the following described center line. Beginning at station four hundred and twenty four plus seventy two the point where said center line crosses line dividing lands of William Bender from those of said Samuel Schaner thence by a six degree curve left one hundred and forty four and five tenths feet to a point of tangent at station four hundred and twenty six plus seventeen and five tenths thence north fifty two degrees fifty one minutes east three hundred and thirty and five tenth feet to station four hundred and twenty nine plus forty eight where said center line or line dividing lands of said Samuel Schaner from those of John Deysher. And Also another strip of ground situate in Boyertown aforesaid described as follows. Beginning at station four hundred and twenty nine plus eighty one the point where said center line crosses line dividing lands of said Schaner from those of said John Deysher thence with a width of sixty feet or thirty feet on either side of said centre line north fifty two degrees fifty one minutes east three hundred and three feet to station four hundred and thirty two plus ninety two where said center line crosses line dividing lands of said Schaner from those of Elwood Dickerson Conrad the last described strip one and seven one hundredths acres a map or plan whereof is hereto annexed.

Now know all men by these presents that I the said Samuel Schaner

as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of thirty two hundred dollars in the bonds of the Colebrookdale Railroad Company unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatever for or on account of or by reason of their entry upon and taking and occupying the above described four several pieces or strips of land and the location and construction thereon of the said rail road and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described four several pieces or strips of land from the adjoining lands belonging to me. And further that no user of the above described four several pieces or strips of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no user occupation or possession thereof or any part thereof by me my heirs executors administrators or assigns whether by residence cultivation inclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. It being understood and agreed that the said The Colebrookdale Rail Road Company shall not destroy the spring near the dwelling house of said Samuel Schaner and shall protect the said Spring on or near the side of the Rail Road next to the Barn so as to allow cattle to be watered thereat. In witness whereof I have hereto set my hand and seal this second day of April in the year of our Lord one thousand eight hundred and sixty nine

the word January erased & April interlined in 4th page before signing

Signed sealed & delivered
in presence of
R H Hobart
L H Davis

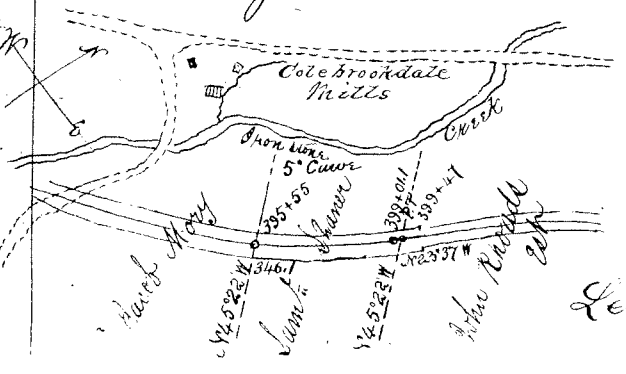
15 cts Stamp 15

Samuel Schaner (Seal)

Montgomery County ss

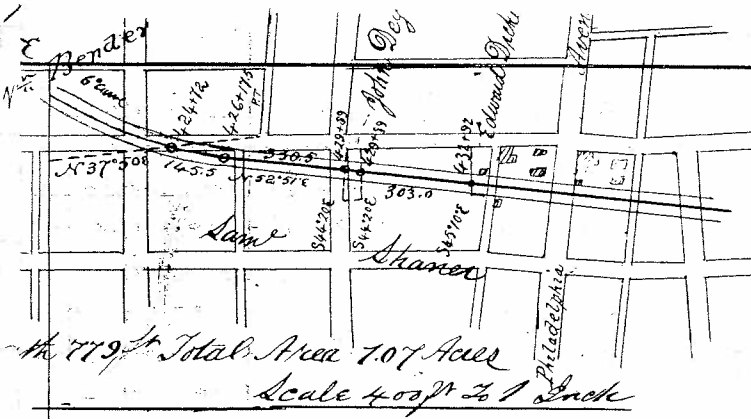
Before me the subscriber a justice of the Peace in and for the said County personally appeared the above named Samuel Schaner and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this second day of April Anno Domini 1869.

L. H. Davis J. P. (Seal)

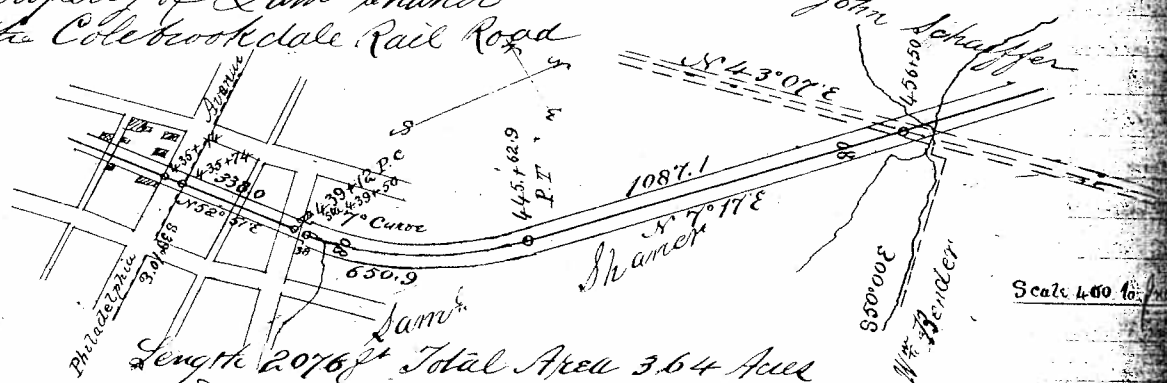


Plan
Showing the property of
Samuel Schaner
In reference to the
Colebrookdale Rail Road

Length 392 ft Total Area 0.72 Acres
Scale 400 ft to 1 Inch



Plan
showing the property of
Samuel Shaner
in reference to the
Colebrookdale Rail Road



Recorded compared found to agree exactly this 10th day of April 1869
Henry Reider
Recorder

Know all men by these presents that I Rebecca Bright of the City of Read
in the County of Berks wife of Henry Bright one of the grand-daughters
legatee named in the last will and testament of Joseph Remmo Senior late
Borough of Bernville in said County of Berks decd do hereby acknowledg
that I this day have had and received of and from David M Remmo and Jo
seph Remmo Junior executors of the last will and testament of the said Jose
Remmo Sr decd the sum of fifty dollars in full satisfaction and payment
the specific legacy bequeathed to me by the last will and testament aforesa
and that I William Klee of the Township of North Heidelberg in said Co
husband of Rebecca Klee late Rebecca Remmo and one of the daughters and leg
named in the last will and testament aforesaid do hereby acknowledge t
I this day have had and received of and from the said David M Remmo
Joseph Remmo Jr executors as aforesaid the sum of fifty dollars in full satisf
and payment of the specific legacy bequeathed to me by the last will a
testament aforesaid. And that I Elizabeth Himmelberger wife of Benj
Himmelberger of the Township of Marion in said County one of the daughte
and legatees named in the last will and testament aforesaid do hereby
knowledge that I this day have had and received of and from the said D
M Remmo and Joseph Remmo Jr executors as aforesaid the sum of three h
and sixty five dollars and sixty four cents in full satisfaction and payment
legacy bequeathed to me by the last will and testament aforesaid And the
Mary Feather wife of William Feather of the Borough of Bernville aforesaid
the daughters and legatees named in the last will and testament aforesa
hereby acknowledge that I this day have had and received of and from
said David M Remmo and Joseph Remmo Jr executors as aforesaid the sum

Know all men by these presents that I Franklin Miller of Marion Township in the County of Berks and State of Pennsylvania one of the Sons and legatees named in the will of John Miller late of Marion township in the County of Berks and State aforesaid deceased do hereby acknowledge that I have this day had and received of and from John Miller executor of the last will and testament of the said John Miller deceased the sum of Eight hundred dollars in full satisfaction and payment of all such sum or sums of money legacies and bequests as are given and bequeathed to the said Franklin Miller by the last will and testament aforesaid and all interest accrued thereon. And therefore the said Franklin Miller does by these presents release acquit and forever discharge the said John Miller his heirs executors and administrators of and from the said legacy or legacies of and from all actions suits payments accounts reckonings claims demands whatsoever for or by reason thereof or of any other act matter cause or thing whatsoever from the Beginning of the world to the day of the date of these presents. In witness whereof I have hereunto set my hand and seal this sixth day of April Anno Domini one thousand eight hundred & sixty nine.

Witness present at signing Wm A Miller interlined in 1st line before signing

Williams McCallade

Isaac Wonnelsdorf

Franklin Miller (Seal)

Berks County ss

Before me the subscriber one of the Justices of the Peace in and for said County personally came the within named Franklin Miller who in due form of law acknowledged the within release to be his act and deed to the end that the same might be recorded as such. In testimony whereof I have hereunto set my hand and seal this sixth day of April anno domini one thousand eight hundred and sixty nine

Isaac Wonnelsdorf JP (Seal)

Recorded compared & found to agree exactly this 1st day of May 1869.

Henry Reider

Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon land of Jeremiah H Romnick in Douglass Township Berks County State of Pennsylvania and have purchased or intended to occupy for the purposes of the said railroad a strip or piece of the said land of thirty feet on each side of the following described centre line. Beginning at station two hundred and twenty seven plus forty the point of intersection of the dividing line Between lands of said Romnick and those of Matthias Leveny thence by a three degree curve right three hundred and ninety four feet to station two hundred and thirty one plus thirty four on line of land of George Gorgey containing fifty four hundredths of an acre a map or plan whereof is hereto annexed Now know all men by these presents that I the said Jeremiah H Romnick as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of ten dollars unto me in hand paid by the said The Colebrookdale Railroad Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits and demands and damages whatever for or on account or by reason of the

taking and occupying the above described piece or strip of land and the location and construction thereon of the said Railroad and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me: and further that no use of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns nor occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereto set my hand and seal this twenty sixth day of April and the year of our Lord one thousand eight hundred and sixty nine

Signed sealed & delivered in presence of

Wm K Stauffer

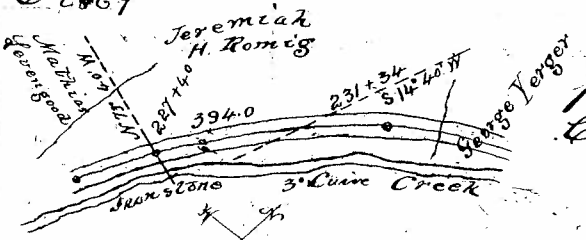
Robert H Hobart

105 NS Stamp 05

Jeremiah H Romich (Seal)

Berks County ss Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Jeremiah H Romich and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 26th day of April A D 1869

Wm K Stauffer (Seal)



Plan Showing the property of Jeremiah H. Romig in reference to the Colebrookdale Rail Road

Length 304 feet Total Area 0.34 Acres

Scale 400 ft to 1 Inch

Recorded compared & found to agree exactly this 1st of May A D 1869

Henry Reider

Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of George K Ritter in Colebrookdale township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land described as follows to wit Beginning at station four hundred and sixteen plus thirty five on center line of said railroad and corner of lands of John Rhoads estate said Ritter and William Bender thence southwest along line between Ritter and Rhoads to a point on southern boundary of said railroad distant thirty feet from center line measured at right angles thereto thence eastwardly along a line parallel with center line of said railroad and distant thirty feet therefrom to line of land of William Bender and thence north fifty six degrees four minutes west to place of Beginning containing two hundredths of an acre a map or plan whereof is hereto annexed Now know all men by these presents that I the said George K Ritter as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of one dollar unto me in hand paid by the said The Colebrook-

taking and occupying the above described piece or strip of land and the location and construction thereon of the said Railroad and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me: and further that no more use of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or non user occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereto set my hand and seal this twenty sixth day of April and the year of our Lord one thousand eight hundred and sixty nine

Signed sealed & delivered in presence of

Wm K Stauffer

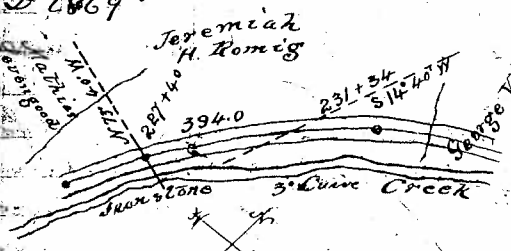
Robert H Hobart

105 25 Stamp 05

Jeremiah H Romich (Seal)

Berks County ss Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Jeremiah H Romich and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 26th day of April A D 1869

Wm K Stauffer (Seal)



Plan Showing the property of Jeremiah H. Romig in reference to the Colebrookdale Rail Road

Length 304 feet Total Area 0.34 Acre

Scale 400 ft to 1 Inch

Recorded compared & found to agree exactly this 1st of May A D 1869

Henry Reider

Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of George K Ritter in Colebrookdale township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land described as follows to wit Beginning at station four hundred and sixteen plus thirty five on center line of said railroad and corner of lands of John Rhoads estate said Ritter and William Bender thence southwest along line between Ritter and Rhoads to a point on southern bound of said railroad distant thirty feet from center line measured at right angles thence eastwardly along a line parallel with the center line of said railroad and distant thirty feet therefrom to line of land of William Bender and thence north fifty degrees four minutes west to place of Beginning containing two hundredth of an acre a map or plan whereof is hereto annexed Now know all men by these presents that I the said George K Ritter as well for and in consideration of the said damages to be derived by me by reason of the location and construction of said railroad and the same to be declared to me in hand paid by the said The Colebrook

dale Rail Road Company etc and before the sealing and delivery hereof the a
whereof is hereby acknowledged have remised released quitclaimed & for
charged said by these presents do remise release quitclaim and forever dis
the said The Colebrookdale Rail Road Company their successors and assigns
all suits claims demands and damages whatever for upon or by reason of the
upon and taking and occupying the above described piece or strip of land
location and construction thereon of the said Railroad and works connec
with. And for myself my heirs executors administrators and assigns
hereby covenant and agree to and with the said The Colebrookdale Rail Ro
Company their successors and assigns that they the said The Colebro
Rail Road Company their successors or assigns shall never be requir
or maintain any fences along the lines dividing the above described
strip of land from the adjoining lands belonging to me and furth
no more user of the above described piece or strip of land or any
portion thereof by the said The Colebrookdale Rail Road Company the
cessors or assigns & no user occupation or possession thereof or of any
thereof by me my heirs executors administrators or assigns whether
dence cultivation enclosure or otherwise for any period of time whatev
for twenty one years or longer shall in any manner affect the right
of the said The Colebrookdale Rail Road Company their successors and
assigns to the entire and exclusive possession of the same Intention
of I have hereunto set my hand and seal this twenty sixth day of Ap
the year of our Lord one thousand eight hundred and sixty nine

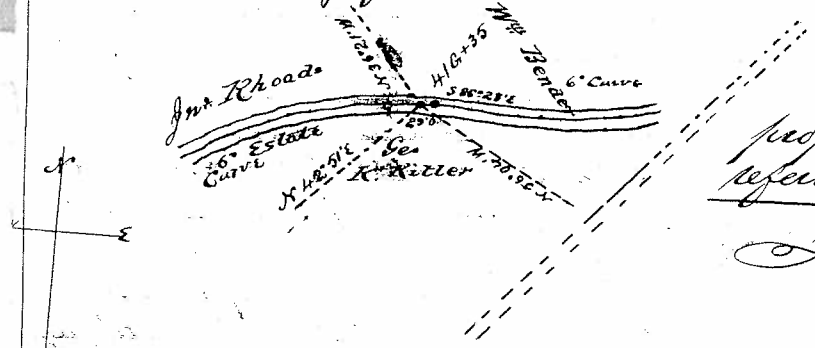
Sealed & delivered in presence of (the word nine on line 9 interlined before signing) Wm K Stauffer, Robert H Hobert

105 / 218 / plan / 05

Geo K Ritter (Seal)

Berks County ss. Before me the subscriber a justice of the Peace in and for said County personally appeared the above named George K Ritter and in due form of law acknowledged the above and foregoing release to be his act deed and desired the same might be recorded as such. Witness my hand and seal this 26th day of April A D 1869.

Wm K Stauffer (Seal)



Plan showing the property of George K. Ritter reference to the Colebrookdale

Total Area 0.02 Acres

Scale 400 ft to 1 Inch

Recorded compared & found to agree exactly this 28 day of May 1869

Henry Reid
Rec

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and de-
termined the route for their railroad through and upon lands of George K Sassaman in Wash-
ington township Berks County State of Pennsylvania and have occupied or intend to occupy
the purposes of the said Railroad a strip or piece of the said land of sixty feet in width the
thirty feet on the east side of the following described center line. Beginning at station
Three hundred and fifty six plus two the point of intersection of the division line of Jacob
Between the said George K Sassaman and Reuben Stauffer with the center line of
K Railroad thence north six degrees forty six minutes east three hundred & eighteen
& to station five hundred and fifty nine plus twenty on line of land of Henry Landis
containing forty four one hundredth of an acre annexed or plan whereof is hereto annexed
Whereas that certain triangular piece of ground situate in Colebrookdale Township
Berks County described as follows to wit. Beginning at the point formed by the inter-
section of the division line of property between the said George K Sassaman and Jeremia
Newath the western boundary line of the right of way of said railroad thence
by said division line and line of land belonging to Daniel Benfield north thirty
degrees eight minutes east one hundred and fifteen and four tenth feet to a co
stone land belonging to Eli L Bechtel thence northeastwardly along said Bechtel
North fifty three degrees fifty two minutes west fifty nine and six tenth fee
to the boundary line of said right of way thence in a line parallel with the
center line of said railroad and distant thirty feet therefrom south six degrees
forty minutes west one hundred and twenty one feet to the Place of Beginning
containing seven one hundredths of an acre & map or plan whereof is hereto
annexed. Now know all men by these presents that the said George K Sassaman
for and in consideration of the advantages to be derived by him by reason
location and construction of said railroad as of the sum of three hundred and
dollars in Cash and two hundred dollars in the bonds of the Colebrookdale Rai
Company unto me in hand paid by the said The Colebrookdale Rail Road
Company at and before the sealing and delivery hereof the receipt whereof is here
by acknowledged have remised released quitclaimed and forever discharged &
by these presents do remise release quitclaim and forever discharge the said
Colebrookdale Rail Road Company their successors and assigns and from all
their suits demands and damages whatever for upon or by reason of their entry
and taking and occupying the above described pieces or strips of land and
location and construction thereon of the said Railroad and works connected
therewith. And for myself my heirs executors administrators and assigns do
covenant and agree to and with the said The Colebrookdale Railroad
Company their successors and assigns that they the said The Colebrookdale Rail
Road Company their successors or assigns shall never be required to erect or
maintain any fences along the lines dividing the above described piece or strip
of land from the adjoining lands belonging to me and further that no mor
of the above described pieces or strips of land or any part or portion thereof
shall the Colebrookdale Rail Road Company their successors or assigns or
any occupation or possession thereof or of any part thereof by me my heirs
executors administrators or assigns whether by residence cultivation or other
wise for any period of time whatever whether for twenty one years
or for any shorter time affect the right or title of the said The Cole-
brookdale Rail Road Company their successors and assigns to the entire
and exclusive possession of the same. In witness whereof I have hereto set
my hand and seal this twenty sixth day of April in the year of our Lord

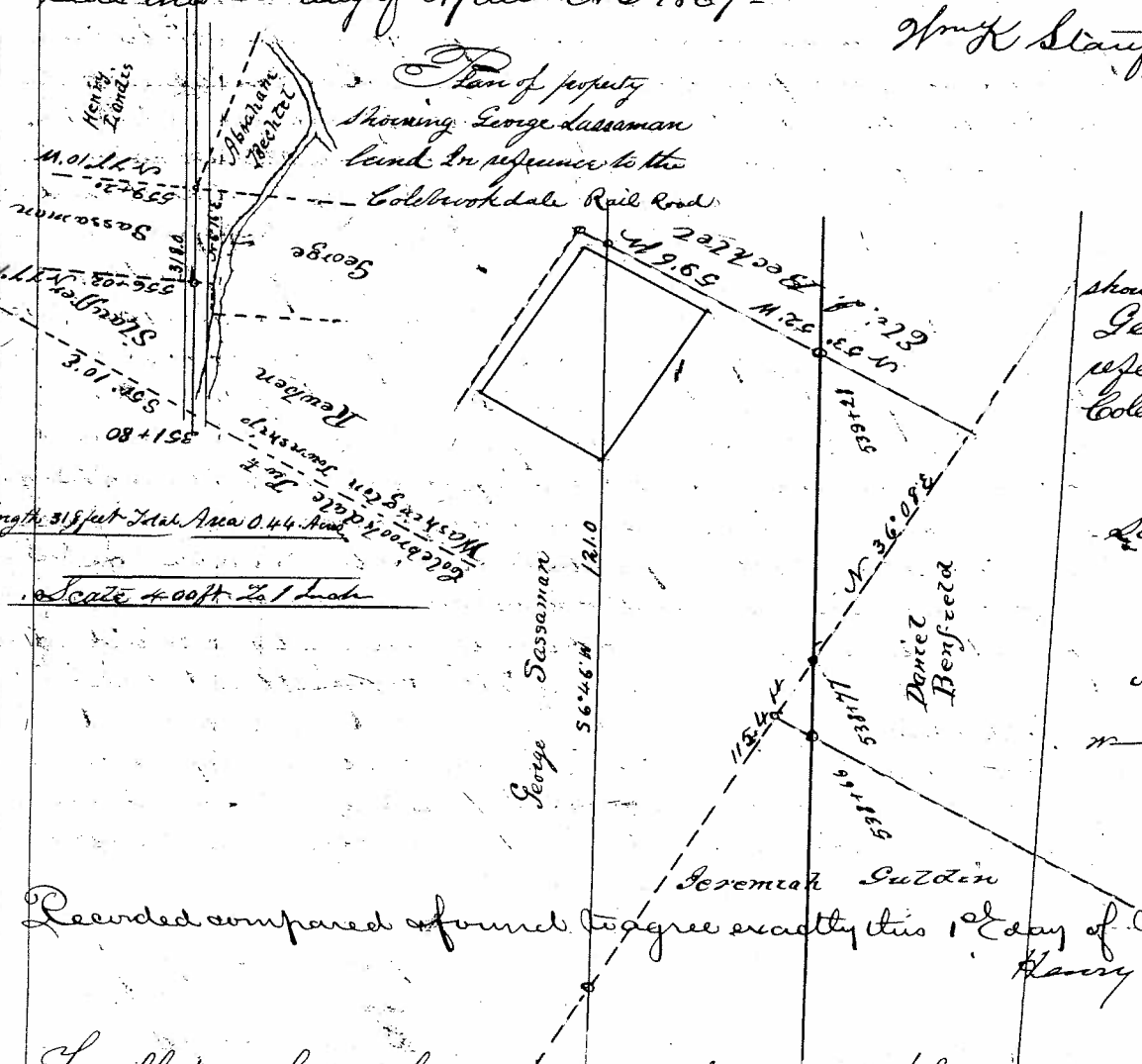
one thousand eight hundred and sixty nine
Signed sealed & delivered in presence of
Robert H. Hobart
Wm K Stauffer

U.S. Stamp .05.

George K Sassaman Seal

Berks County ss. Before me the subscriber a justice of the Peace in and for
County personally appeared the above named George K Sassaman and
form of law acknowledged the above and foregoing release to be his act and
and desired the same might be recorded as such. Witness my hand
seal this 26th day of April AD 1869.

Wm K Stauffer Seal



Recorded compared & found to agree exactly this 1st day of May AD 18
Henry Raider
Recr

To all to whom these presents shall come, Whereas Adam Fasig Joseph
Henry and William Frohthom all of the City of Reading County of Berks and
of Pennsylvania by Indenture of Mortgage under their hands and seals bearing
date the fourth day of July AD 1855 for the better securing the payment of the
of three thousand five hundred dollars with interest which they were justly
indebted to Joseph R Priestly David F Gordon and Marks John Riddle
their obligation therein mentioned did grant bargain sell release and
forever unto the said Joseph R Priestly David F Gordon and Marks John
their heirs and assigns the premises in the said indenture particularly
described to hold the same until the satisfaction should be made of the
said debt and interest then the said indenture of mortgage to be and
void as by the said recited Indenture recorded in the Office for Recording
of Deeds &c for said County of Berks in Mortgage Book V page 479 &c
being thereunto had & reference. And whereas the said debt and interest

fendant. Provided that this release shall not discharge or exonerate any other lan
of the said Elwood Dickinson except that released as above mentioned from the lie
and encumbrance of said judgment. Witness my hand and seal this 17th day of Jun
A.D. one thousand eight hundred and sixty nine

Sealed & delivered
in presence of
R. H. Hobart
Wm K. Slauffer

Samuel Schaner (Seal)

Berks County ss. On the 17th day of June before me the subscriber a justice of the
Peace in and for said County personally appeared the within named Samuel
Schaner and in due form of law acknowledged the foregoing release to be his
act and deed to the end that the same might be recorded as such. Witness
my hand and seal.

Wm K. Slauffer (Seal)

Recorded compared & formed to agree exactly this 16th day of July A.D. 1869

Henry Reider
Recorder

Whereas the Colebrookdale Railroad Company have ascertained fixed marked
and determined the route for their railroad through and upon lands of Elwo
Dickeason in Borough of Boyertown Berks County State of Pennsylvania and ha
occupied or intend to occupy for the purpose of the said railroad a strip or
piece of the said land of sixty feet in width thirty feet on either side of the
following described center line. Beginning at station four hundred and
thirty two plus ninety two the point where said centre line crosses line di
viding lands of the said Elwood Dickerson from those of Samuel Schaner thence
North fifty two degrees fifty one minutes east forty five feet to station four
hundred and thirty three plus thirty seven where said center line crosses
the westwardly side of a certain alley or street in the said Borough. Contain
ing six one hundredths of an acre a map or plan whereof is hereto annexed.
Now know all men by these presents that I the said Elwood Dickenson as
well for and in consideration of the advantages to be derived by me by reaso
of the location and construction of said railroad as of the sum of seven
ty five dollars unto me in hand paid by the said The Colebrookdale Railroa
Company at and before the sealing and delivery hereof the receipt whereof is he
by acknowledged, have remised released quitclaimed and forever dis
charged and by these presents do remise release quitclaim and forever dis
charge the said The Colebrookdale Railroad Company their successors and as
signs of and from all suits claims demands and damages whatever for upo
by reason of their entry upon and taking and occupying the above describe
piece or strip of land and the location and construction thereon of said railroa
and works connected therewith. And for myself my heirs executors admi
nistrators and assigns I do hereby covenant and agree to and with the said
the Colebrookdale Rail Road Company their successors and assigns that
they the said The Colebrookdale Railroad Company their successors or as
signs shall never be required to erect or maintain any fences along th
lines dividing the above described piece or strip of land from the last
remaining lands belonging to me. And further that as now in use of the abov
described piece or strip of land or any part or portion thereof by the said Th
Colebrookdale Railroad Company their successors or assigns or me use o
occupation or possession thereof or of any part thereof by me my heirs e

executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Railroad Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereto set my hand and seal this seventeenth day of June in the year of our Lord one thousand eight hundred and sixty nine

Signed sealed & delivered in presence of

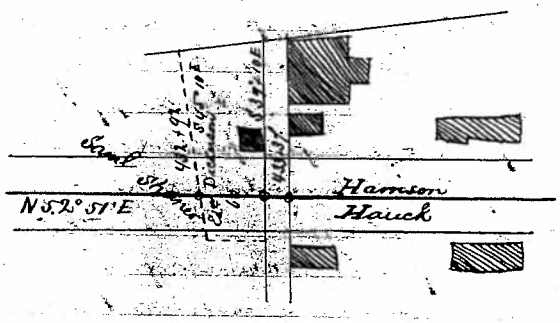
Wm K Stauffer
R H Hobart

10 cts U.S. Stamps 05

Elwood Dickinson (seal)

Berks County ss. Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Elwood Dickenson and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 17th day of June A D 1869

Wm K. Stauffer. (seal)



Length 45 ft Total area 0.06 acres.
Scale 100 ft. to 1-inch

Recorded compared & found to agree exactly this 16th day of July A D 1869

Henry Reider
Recorder

Whereas the Colebrookdale Railroad Company have ascertained fixed marked and determined the route for their railroad through and upon lands of Mahlon H Focht in Douglass township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land described as follows to wit. Beginning at a point marked A on the annexed sketch formed by the intersection of the division line of property between the said Mahlon H Focht and Albert Stoll with the northern line of right of way of the Colebrookdale railroad thence eastwardly co-incident with the centre line of said railroad and distant forty feet therefrom fifty nine feet to a point on line of land of John Sands thence along the same north fifty eight degrees forty minutes west seventy eight feet to a point distant thirteen feet from station one hundred and twenty nine plus forty seven on said centre line measured along line dividing land of the said Stoll from those of John Sands and thence along line Between the said Albert Stoll and the said Mahlon H Focht north seventy seven degrees ten minutes east thirty one feet to the Place of Beginning Containing nineteen one thousandths of an acre [illegible]

387

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all men by these presents that I the said Mahlon H Focht as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said Railroad as of the sum of one hundred dollars in bonds of said Railroad Company and seventy dollars in cash unto me in hand paid by the said Colebrookdale Railroad Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Railroad Company their successors and assigns of and from all suits claims demands and damages whatsoever for injuries done by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said Railroad and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Railroad company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me: and further that no use of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Railroad Company their successors or assigns or no user occupation or possession thereof in or any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatsoever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Railroad Company their successors and assigns to the entire and exclusive possession of the same. And further the said Mahlon H. Focht hereby agrees to relinquish all right to the use of a certain private road on land before described and releases the said Company from all damages that he has sustained or may hereafter sustain by reason of the occupancy of the same by the said railroad Company. In witness whereof I have hereto set my hand and seal this twenty second day of June in the year of our Lord one thousand eight hundred and sixty nine

Signed sealed & delivered in our presence

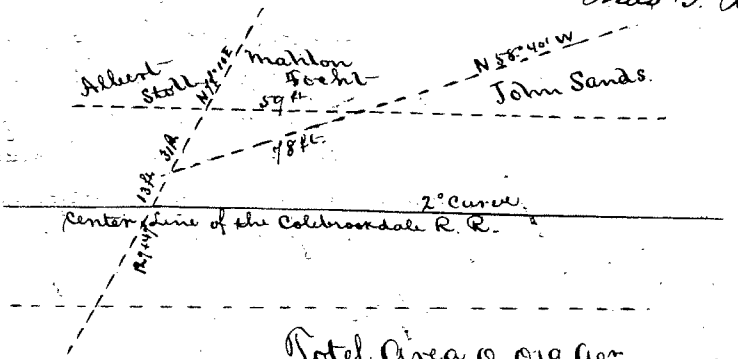
Jacob Fegely Jr. Thos G Russell

Internal Revenue Stamp 05

Mahlon H Focht (Seal)

Before me the subscriber a justice of the Peace in and for the Co of Bucks county personally appeared the above named Mahlon H Focht and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 22 Day of June A D 1869

Thos G. Russell J P (Seal)



Total Area 0.019 Acr

Scale 50 ft. to 1 inch

Recorded countersigned & bound to agree exactly this 16th day of Dec A.D. 1869

1320

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of in and to the said premises To have and to hold the same to the said Jacob Strasser and to his heirs and assigns forever In witness whereof we ha hereunto set our hands and seals this twenty ninth day of March AD one thousand eight hundred and sixty six

Polly [illegible] Meachamer (Seal)
Catharine [illegible] Mengel (Seal)
Jacob F Miller (Seal)
Rachel [illegible] Miller (Seal)
Simon Dreibelbis (Seal)
Leah [illegible] Dreibelbis (Seal)

Sealed & delivered
in presence of
Saml H Hoffman
Alfred Dreibelbis

Berks County ss

Before me the subscriber one of the justices of the peace in and for the co County personally appeared the within named Polly Meachamer Catharine Mengel Jacob F Miller and Rachel his wife Simon Dreibelbis and Leah his wife and in due form of law acknowledged the within release to be their act and deed and desired that the same might be recorded as such the said Rachel and Leah being of full age and by me duly examined separately and apart from their said husband and the contents thereof being first and known to them declared that they did voluntarily and of their own free accord seal and as their act and deed deliver the said release within any coercion or compulsion of their said husbands In testimony whereof I have hereunto set my hand and seal this 29 day of March AD one thousand eight hundred and sixty six Saml H Hoffman (Seal)

Recorded compared & found to agree exactly this 29 day of July AD 186

Henry Reider
Recorde

Whereas the Colebrookdale Railroad Company have ascertained fixed marked and determined the route for their railroad through and upon lands of Georg Gorgey in Douglass Township Berks County State of Pennsylvania and have occ pied or intend to occupy for the purposes of the said railroad a strip or piece of said land of thirty feet in width on either side of the following described cent line Beginning at station two hundred and thirty one plus thirty four at the point of intersection of the line dividing lands of Jeremiah H Romig and the said Geo Gorgey with the centre line of the said railroad thence by a three degree curve to the right two hundred and seventeen and nine tenths feet to station two hundred and thirty three plus fifty one and nine tenths thence by a seven degree fifteen minute curve to the right four hundred and seventy five and one tenth feet to station two hundred and thirty eight plus twenty seven one tenth of land Jacob Waaners estate containing ninety five hundredths of an acre (a map or pla whereof is hereto annexed) Now know all men by these presents that the said George Gorgey as well for and in consideration of the advantages to be derived by r by reason of the location and construction of the said railroad as of the sum of thi hundred and twenty five dollars unto me in hand paid by the said The Colebr dale Rail Road Company at and before the sealing and delivery hereof the re ceipt whereof is hereby acknowledged have remised released quit claimed forever discharged and by these presents do remise release quit claim and forever discharge the said The Colebrookdale Rail Road Company their

Vol 16

successors and assigns of and from all suits claims demands and damages whatever for any or by reason of their entry upon and taking and occupying the above described piece or strip land and the location and construction thereon of said railroad and works connected therewi And for myself my heirs executors administrators and assigns I do hereby covenant and agr to and with the said The Colebrookdale Railroad Company their successors and assigns t they the said The Colebrookdale Railroad Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the abov described piece or strip of land from the adjoining lands belonging to me and further that no owner or user of the above described piece or strip of land or any part or portion ther by the said The Colebrookdale Railroad Company their successors or assigns or no use occupation or possession thereof or any part thereof by me my heirs executors adminis trators or assigns whether by residence cultivation enclosure or otherwise for any perio of time whatever whether for twenty one years or longer shall in any manner affect t right or title of the said The Colebrookdale Railroad Company their successors and assig to the entire and exclusive possession of the same And further it is agreed that the fore going consideration money includes all claims for damages done outside of the rig of way before described and all damages the said George Gorgey has already sustaine or hereafter sustain by reason of the overflow of his land by water from the creek caused by the filling of the said with stones or other materials during the construction of the R Railroad. In witness whereof I have hereto set my hand and seal this twenty sec day of July in the year of our Lord one thousand eight hundred and sixty nine

Signed sealed & delivered in presence of
R. H. Hobart
Chs Rutter

(the words 'two' on the fifth line of first page and 'and' on the second line before agreed were interlined before signing)

Revenue Stamp .05

George Gorgey (Seal)

Montgomery County ss. Before me the subscriber Chs. Rutter a notary Public in the County of Montgomery personally appeared the above named George Gorgey and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 26-d of July A. D. 1869

Chs. Rutter Notary Public (Seal)



Length 693 ft. Total Area 0.95 Acr.
Scale 400 ft to 1 inch.

Recorded compared & found to agree exactly this 30th day of July A D 1869
Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed mark and determined the route for their railroad through and upon lands of William Stauffer in Colebrookdale Township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land described as follows to wit. Beginning at the point formed by the intersection of the Eastwardly line of Right of way of said Railroad with the division line of property between the said William Stauffer and Jeremiah Gulding then ce in a line parallel with the centre line of Railroad and distant thirty feet there from north six degrees forty six minutes east eighty two feet to a point on line of land of Eli L Bechtel thence along the same and land of George Sassaman south thirty six degrees eight minutes west seventy and five tenths feet to a point on line of land between the said Sassaman and Jeremiah Gulding and thence along the said Guldins land south fifty two degrees forty one minutes east forty and two tenths feet to the place of Beginning. Containing three one hundredths of an acre a map or plan whereof is hereto annexed. Now know all men by these presents that I the said William Stauffer as well for and in consideration of the advantages to be derived by me by reason of the location and construction of the said railroad as of the sum of Ten (10) dollars unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quit claim and forever discharge the said The Colebrookdale Railroad Company their successors and assigns of and from all suits claims demands and damages whatever for upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said Railroad and works connected therewith And for me my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Railroad Company their successors or assigns shall never be required to erect or maintain any fences along the line dividing the above described piece or strip of land from the adjoining lands belonging to me. And further that no owner or occupier of the above described piece or strip of land or any part or parts thereof by the said The Colebrookdale Rail Road Company their successors or assigns shall by user occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Railroad Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereto my hand and seal this seventh day of August in the year of our Lord one thousand eight hundred and sixty nine

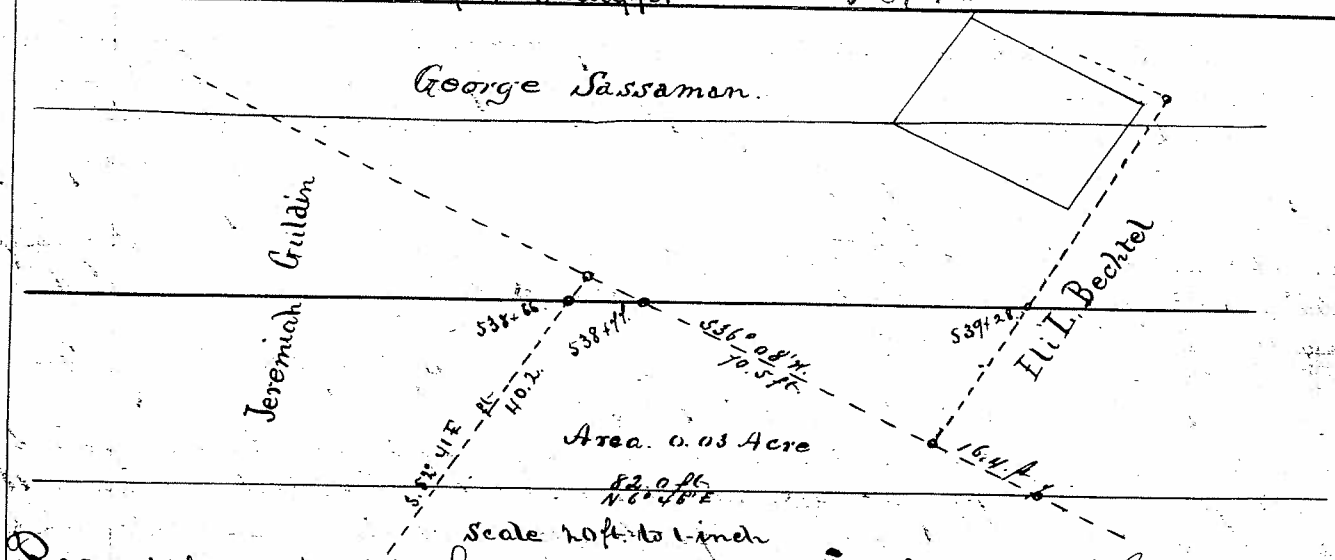
Signed sealed & delivered in presence of
interlineation made before signing

Wm K. Stauffer.
R. H. Hobart

U.S. Stamps .05 .05

Wm K. Stauffer (Seal)

Berks County ss. Before me the subscriber a justice of the Peace in for said County personally appeared the above named William Stauffer and in due form of law acknowledged the above and foregoing release to be his act and deed and desired the same might be recorded as such. Witness my hand and seal this 7th day of August A.D. 1869. Wm K Stauffer (Seal)



Recorded compared & found to agree exactly this 17th day of September 1869

Henry Reider
Recorder

Whereas the Colebrookdale Railroad Company have ascertained fixed marked and determined the route for their railroad through and upon lands of Eli L. Bechtel in Colebrookdale township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said Railroad a strip or piece of said land of sixty feet in width & thirty feet on either side of the following described centre line. Beginning at station five hundred and thirty nine plus twenty eight the point where said centre line crosses the line dividing lands of George Sassaman from those of Eli. L. Bechtel thence north six degrees forty six minutes east one thousand and two feet to station five hundred and forty nine plus thirty where said centre line crosses line dividing lands of said Bechtel from those of Reuben Stauffer. Containing one acre and thirty eight hundredths of an acre as more or plan whereof is hereto annexed. Now know all men by these presents that I the said Eli. L. Bechtel as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of seven hundred dollars in the bonds of the Colebrookdale Railroad Company unto me in hand paid by the said The Colebrookdale Railroad Company at and before the sealing and delivery of these presents thereof the receipt whereof is hereby acknowledged have remised released quit claimed and forever discharged and by these presents do remise release quit claim and forever discharge the said The Colebrookdale Railroad Company their successors and assigns of and from all suits claims demands and damages whatsoever for upon or by reason of their entering upon and taking and occupying the above described piece or strip of land and the location and construction thereon of said railroad and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant grant and agree to and with the said The Colebrookdale Railroad Company their successors and assigns that they the said The Colebrookdale Railroad Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me the said Eli L. Bechtel. And further that no manner of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Railroad Company their successors or assigns or any person or persons claiming or to claim the same or any part thereof by from or under them shall at any time hereafter be used occupied or improved for the purpose of erecting any dwelling house or other building thereon except such as may be necessary for the purposes of the said railroad and the business thereof. And I the said Eli L. Bechtel for myself my heirs executors administrators and assigns do hereby covenant grant and agree to and with the said The Colebrookdale Railroad Company their successors and assigns that I the said Eli L. Bechtel my heirs executors administrators or assigns will at any time hereafter upon the reasonable request of the said The Colebrookdale Railroad Company their successors or assigns make do and execute or cause to be made done and executed all such further and other lawful and reasonable acts deeds conveyances and assurances in the law for the more effectually and perfectly releasing and conveying the above described piece or strip of land and premises unto the said The Colebrookdale Railroad Company their successors and assigns as by the said The Colebrookdale Railroad Company their successors or assigns or their counsel learned in the law shall be reasonably advised or required. In witness whereof I have hereunto set my hand and seal the seventeenth day of September in the year of our Lord one thousand eight hundred and sixty nine.

Eli L. Bechtel (Seal)

Sealed and delivered in the presence of us

Wm. Sassaman
Jeremiah Guldin

Berks County ss.

Before me the subscriber Recorder in and for said County personally came Eli L. Bechtel party to the foregoing deed of release and acknowledged the same to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal of office this seventeenth day of September A.D. 1869.

Henry Reider
Recorder

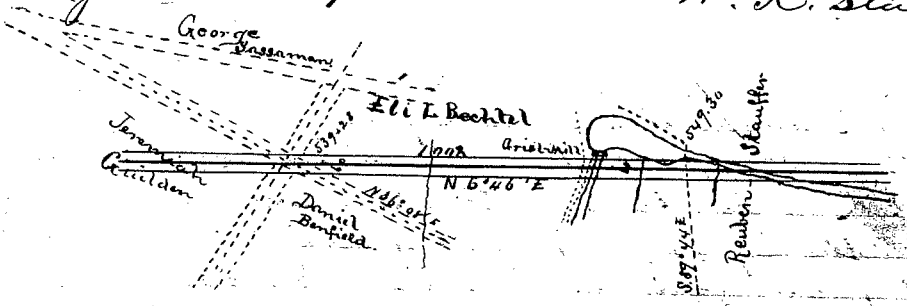
administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Railroad Company their successors and assigns to the entire and exclusive possession of the same In witness whereof I have hereto set my hand and seal this seventh day of August in the year of our Lord one thousand eight hundred and sixty nine (1869). The word nine on last line of third page written on an erasure before signing Signed sealed & delivered in presence of

Wm K Stauffer
R. H. Hobart

Eli L Bechtel (seal)

Berks County ss. Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Eli L Bechtel and in due form of law acknowledged the above and foregoing release to be his act and deed and desired the same might be recorded as such Witness my hand and seal this 7th day of August A. D. 1869

Wm K. Stauffer. (seal)



Length 1011 ft feet Total Area 1.38 Acres.

Scale 400 ft to 1 inch

Recorded compared & found to agree exactly this 17th day of September 1869

Henry Reider
Recorder

Whereas the Colebrookdale Railroad Company have ascertained fixed marked and determined the route for their railroad through and upon lands of Abraham Bechtel in Washington Township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land described as follows to wit. Beginning at the point formed by the intersection of the Eastwardly line of Right of way of the said Railroad with the division line of property between the said Abraham Bechtel and George Bassarman thence in a line parallel with the centre line of Railroad and distant thirty feet therefrom north six degrees forty six minutes east forty two feet to line of land belonging to Henry Landis thence along lands of the said Landis south twenty three degrees twenty five minutes West forty two and five tenths feet to line of land of the said George Bassarman and thence along the same south seventy seven degrees ten minutes East twelve feet to the Place of Beginning. Containing one thousand one acre as a map or plan whereof is hereto annexed Now know all men by these presents that I the said Abraham Bechtel as well for and in consideration of the advantages to be derived by me by reason of the location and construction of the said railroad as of the sum of ten dollars unto me in hand paid by the said The Colebrookdale Railroad Company at and before the sealing and

released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Railroad Company their successors and assigns of and from all suits claims demands and damages whatever for or on account of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said railroad and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Railroad Company their successors and assigns that they the said The Colebrookdale Railroad Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me. And further that no nonuser of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Railroad Company their successors or assigns or no under occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by reference cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Railroad Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereunto set my hand and seal this seventh day of August in the year of our Lord one thousand eight hundred and sixty nine

Signed sealed & delivered in presence of

William K Stauffer
R. H. Hobart.

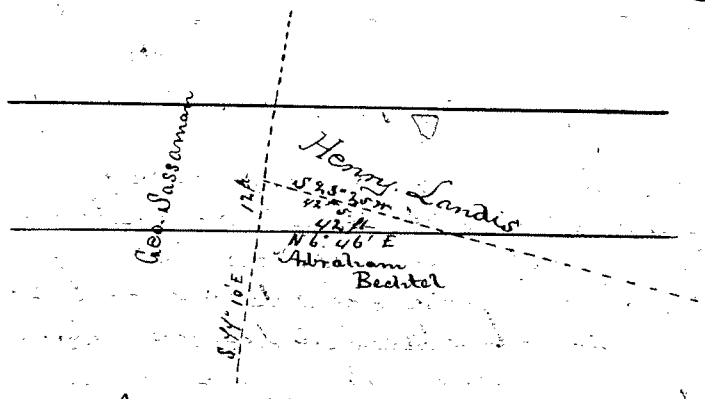
.05 Internal Revenue Stamps .05

Abraham his X mark Bechtel (seal)

Berks County ss.

Before me the subscriber a justice of the Peace in & for said County personally appeared the above named Abraham Bechtel and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 7th day of August A.D. 1869.

Wm K. Stauffer (seal)



Area. 0.006 Acre

Scale 30 ft. to 1 inch

Recorded compared & founding to agree exactly this 17th day of September 18[illegible]

Henry Reider
Recorder

Whereas The Colebrookdale Railroad Company have ascertained fixed mark
and determined the route for their railroad through and upon lands of Con
Hartman in Colebrookdale township Berks County State of Pennsylvania an
have occupied or intend to occupy for the purposes of the said railroad a strip
piece of the said land of forty feet on either side of the following described centre
line Beginning at station three hundred and seventy seven plus forty the po
of intersection of the dividing line of the property between John Cassell and the
said Conrad Hartman with the centre line of said railroad thence by a one degre
thirty minute curve to the right three hundred and sixty feet to station thre
hundred and eighty one thence by tangent to said curve north fifty two degre
seven minutes east four hundred and seventy seven feet to station three hu
dred and eighty five plus seventy seven on line of land of John Cassell
Containing one acre and five tenths of an Acre & map or plan whereof is
hereto annexed. Now know all men by these presents that I the said Co
said Hartman as well for and in consideration of the advantages to be de
rived by me by reason of the location and construction of said railroa
as of the sum of six hundred dollars unto me in hand paid by the said The
Colebrookdale Railroad Company at and before the sealing and delivery he
the receipt whereof is hereby acknowledged have remised released quitclaim
and forever discharged and by these presents do remise release quitclaim a
forever discharge the said The Colebrookdale Railroad Company their success
and assigns of and from all suits claims demands and damages whatever fo
upon or by reason of their entry upon and taking and occupying the above
described piece or strip of land and the location and construction thereon of the
said Railroad and works connected therewith. And for myself my heirs exe
cutors administrators and assigns I do hereby covenant and agree to and
with the said The Colebrookdale Railroad Company their successors and as
signs that they the said The Colebrookdale Railroad Company their success
or assigns shall never be required to erect or maintain any fences along the
lines dividing the above described piece or strip of land from the adjoin
ing lands belonging to me and further that no user of the above describe
piece or strip of land or any part or portion thereof by the said The Colebrookdal
Railroad Company their successors or assigns or no user occupation or po
session thereof or of any part thereof by me my heirs executors administrators or
assigns whether by residence cultivation enclosure or otherwise for any period o
time whatever whether for twenty one years or longer shall in any manne
affect the right or title of the said The Colebrookdale Railroad Company their
successors and assigns to the entire and exclusive possession of the same An
further it is agreed that the foregoing consideration money includes all
claims for damages which have been sustained by me from borrowing ground
and throwing or depositing stones or other material on land adjoining right of
way hereinbefore described and the said Hartman also agrees to construct a
his own expense the crossing over the railroad and maintain the same
In witness whereof I have hereto set my hand and seal this fourteenth day of
August in the year of our Lord one thousand eight hundred and sixty nine
Signed sealed & delivered.

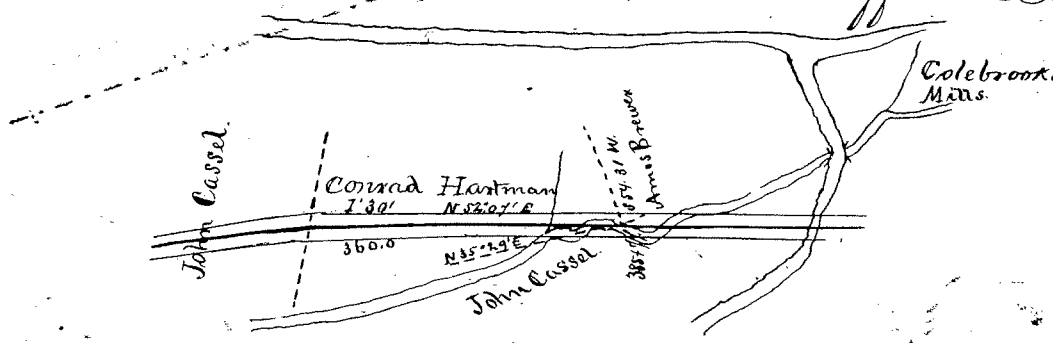
in our presence
Wm K Stauffer
Samuel Schaner

05
A.C.S.
Stamp
05

Conrad Hartman (Seal)

Berks County ss. Before me the subscriber a justice of the Peace in & for said C
ty personally appeared the above named Conrad Hartman and in due
form of law acknowledged the above and foregoing release to be his act a
deed and desired that the same might be recorded as such Witness m
hand and seal this 14th day of August A.D. 1869

Wm K Slauffer. Seal



Length. 83 feet Total Area. 1:50 Acr
Scale 400 ft to 1 inch

Recorded compared & found to agree exactly this 17 day of September 186
Henry K Eider
Recorder

Whereas the Colebrookdale Railroad Company have ascertained fixed mark
and determined the route for their railroad through and upon lands of Will
Eschbach in Washington Township Berks County State of Pennsylvania a
have occupied or intend to occupy for the purposes of the said railroad a strip o
piece of the said land described as follows to wit Beginning at the point for
by the intersection of the northern boundary line of right of way of the said railr
with the division line of property between the said William Eschbach and Es
Barto's estate thence along other ground of the said Eschbach north forty degre
twenty five minutes east eight hundred feet to a point on the westwardly sid
of a certain public road leading to Shultzville thence along the westwardly s
of the said road south twenty one degrees forty minutes east one hundre
and twenty five feet to a point on the southern boundary line of said right
way thence southwestwardly concentric with centre line of railroad and dis
tant thirty feet therefrom four hundred and twenty feet to a point thence
a line parallel with said centre line and distant thirty feet therefrom so
forty degrees twenty five minutes west three hundred and twenty seven feet
point on line between Barto Estate and said Eschbach and thence along th
same north forty eight degrees thirty five minutes west sixty feet to the place
Beginning Containing one and twenty four one hundredth acres as mea
or plan whereof is hereto annexed. Now know all men by these presents
that the said William Eschbach as well for and in consideration of the
advantages to be derived by me by reason of the location and construction
of said railroad as of the sum of five hundred dollars unto me in hand
paid by the said The Colebrookdale Railroad Company at and before the
sealing and delivery hereof the receipt whereof is hereby acknowledged ha
remised released quitclaimed and forever discharged and by these presents
do remise release quitclaim and forever discharge the said The Colebrookda
Railroad Company their successors and assigns of and from all suits cl

Whereas the Colebrookdale Railroad Company have ascertained and marked and determined the route for their railroad through and upon [redacted] lands of Jeremiah Gulden in Colebrookdale township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of said railroad a strip or piece of the said land described as follows to wit. Beginning at station five hundred and two plus thirty two the point where said centreline crosses the line dividing lands of Mary Gilbert from those of the said Jeremiah Gulden thence north thirteen degrees seventeen minutes east sixteen hundred and ninety feet to a point of curve at station five hundred and nineteen plus twenty two thence by a three minute curve left thirteen hundred and three feet to a point of tangent at station five hundred and thirty two plus twenty five thence north six degrees forty six minutes east six hundred and forty one feet to station five hundred and thirty eight plus sixty six a corner on land belonging to George Sassaman Eli L. Bechtel and Daniel Benfield. Containing five acres and one hundred three tenths of an acre as a map or plan whereof is hereto annexed. Now know all men by these presents that I the said Jeremiah Gulden as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of twenty five hundred dollars in bonds of said Company and five hundred dollars Cash unto me in hand paid by the said The Colebrookdale Railroad Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said The Colebrookdale Railroad Company their successors and assigns of and from all suits claims demands and damages whatever for on or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said Railroad and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Railroad Company their successors and assigns that they the said The Colebrookdale Railroad Company their successors shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me: and further that no owner or the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Railroad Company their successors or assigns or any user occupation or possession thereof or of any part thereof by means my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Railroad Company their successors and assigns to the entire and exclusive possession of the same. And further it is agreed between the parties hereto that the said Jeremiah Gulden shall have the right of passage and repassage under the railroad bridge on his farm and of using the water flowing under the same and of fencing up the said passage way in such a manner as to prevent his cattle from getting on the railroad the said fencing to be done so as not to injure or to interfere with the operations of said Company In witness whereof I have hereunto set my hand and seal this fourteenth day of August in the year of our one thousand eight hundred and sixty nine

Signed sealed & delivered in our presence

[illegible] H. Richard

105 U.S. Stamps 1.05

J. R. Gulden (Seal)

Berks County ss: Before me the subscriber a justice of the Peace in & for said Coun
personally appeared the above named Jeremiah Gudin and in due form of law
acknowledged the above and foregoing release to be his act and deed and desir
that the same might be recorded as such Witness my hand and seal this
14th day of August A.D. 1869. Wm K. Stauffer Seal

Recorded compared & found to agree exactly this 17 day of September 18
Henry Reider
Recorder

Whereas the Allentown Railroad Company have ascertained fixed marked and
determined the route for their railroad through and upon lands of Elias Merke
in Maxatawny township Berks County State of Pennsylvania and have occupied a
intend to occupy for the purposes of said railroad a strip or piece of the said
land described as follows to wit, Beginning at station ten hundred and fifte
one plus twenty eight the point where said centre line crosses line dividing land
of Daniel Hinterleitner from those of Elias Merkel thence with a width of one hun
dred and thirty two feet or sixty six feet on either side of said centre line south
forty nine degrees fifteen minutes east fifteen hundred and thirty one and three ten
feet to station ten hundred and sixty six plus fifty nine and three tenths thence
same width by a one degree thirty minute curve left two hundred and four an
seven tenths feet to station ten hundred and sixty eight plus sixty four the point
where said centre line crosses line dividing lands of Mrs Delong from those bel
ong to Elias Merkel. Containing five acres and two hundred and sixty seve
one thousandths a map or plan whereof is hereto annexed. Now know all me
by these presents that I the said Elias Merkel as well for and in consideration
the advantages to be derived by me by reason of the location and construction
of said Railroad as of the sum of sixteen hundred dollars unto me in hand
paid by the said The Allentown Railroad Company at and before the sealing
delivery hereof the receipt whereof is hereby acknowledged have remised releas
quitclaimed and forever discharged and by these presents do remise release qui
claim and forever discharge the said The Allentown Railroad Company their su
cessors and assigns of and from all suits claims demands and damages wh
ever for upon or by reason of their entry upon and taking and occupying the ab
described piece & strip of land and the location and construction thereon of the sa
Railroad and works connected therewith. And for myself any heirs executo
administrators and assigns I do hereby covenant and agree to and with the
said The Allentown Railroad Company their successors and assigns that
the said the Allentown Railroad Company their successors or assigns shall no
be required to erect or maintain any fences along the lines dividing the abo
described piece or strip of land from the adjoining lands belonging to me An
further that no non user of the above described piece or strip of land or any p
or portion thereof by the said The Allentown Railroad Company their success
or assigns or his user occupation or possession thereof or of any part thereof by
my heirs executors administrators or assigns whether by residence cultiva
tion enclosure or otherwise for any period of time whatever whether for
twenty one years or longer shall in any manner affect the right & tit
of the said The Allentown Railroad Company their successors and assign

sonally appeared the within named Lewis J. Gardner and in due form of law acknowledged the within release to be his act and deed and desired that the same might be recorded as such. In testimony whereof I have hereunto set my hand and seal this sixteenth day of October A D one thousand eight hundred and sixty nine

Washington Richards ald [Seal]

Recorded compared & found to agree exactly this 16 Day of October A.D. 1869.

Henry Reider
Recorder

Know all men by these presents that I Joshua Van Reed having attained the age of twenty one years do hereby acknowledge that I this day have had and received of and from James B. Hill my guardian the sum of two hundred and seventy six dollars the amount in his hands due to me according to the decree of the Orphans Court of Berks County made the 22d of August A D 1868 after exceptions filed and argued in Court and therefore I do by these presents release acquit and forever discharge the said James B. Hill his heirs executors and administrators of and from said guardianship and of and from all actions payments claims and demands for or by reason thereof or of any other matter cause or thing whatsoever. In witness whereof I have hereunto set my hand & seal this 29th of August A D 1868

Signed sealed & delivered
in presence of us
Henry Van Reed
J. W. Jacobs

Joshua Van Reed [Seal]

Berks County ss.

Personally came Joshua Van Reed who in due form of law acknowledged the within written Release to be his act and deed to the end that the same might be recorded as such. Taken and acknowledged before me Aug. 29 - 1868.

Washington Richards ald [Seal]

Recorded compared & found to agree exactly this 18 Day of October 1869

Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their railroad through and upon lands of Harrison Houck in Boyertown Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of said railroad a strip or piece of the said land described as follows to wit. Beginning at station four hundred and thirty three plus fifty three the point where the centre line of said Colebrookdale railroad crosses the eastwardly side of a certain alley thence along the said alley south thirty nine degrees ten minutes east twenty six and six tenths feet to a point on line dividing lands of said Houck from those of Conrad Berger thence along the same north eastwardly one hundred and sixty one feet to a point on the westwardly side of Philadelphia Avenue thence along the same north thirty nine degrees ten minutes west fifty four and nine tenths feet to a point on line of lands of Hiss thence along said Hiss to-

ground southwestwardly one hundred and sixty one feet to the alley aforesaid thence along said alley south thirty nine degrees ten minutes east two eight and two tenths feet to the Place of Beginning. Containing twenty hundredths of an acres a map or plan whereof is hereto annexed. Now know all men by these Presents that I the said Harrison Houck do well for and consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of three hundred and fifty dollars unto me in hand paid by the said The Colebrookdale Railroad Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quitclaimed and forever discharged and by these Presents do remise release quitclaim and forever discharge the said The Colebrookdale Railroad Company their successors and assigns of and from all suits claims demands and damages whatever upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon the said Railroad and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Railroad Company their successors and assigns that they the said The Colebrookdale Railroad Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me. And further that no trespass of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Railroad Company their successors or assigns or user, occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Railroad Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereunto set my hand and seal this seventh day of August in the year of our Lord one thousand eight hundred and sixty nine

Signed sealed & delivered in our presence

Garrett S Stauffer
Wm K Stauffer

Harison Houck (Seal)

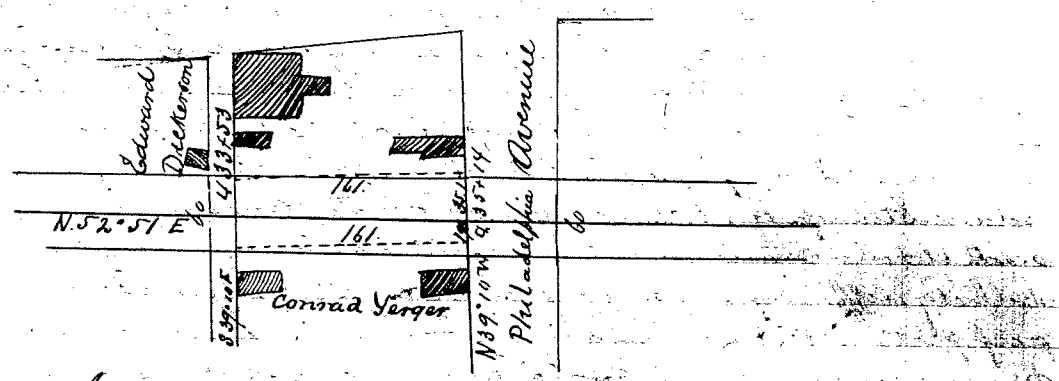
Berks County ss

Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Harrison Houck and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 7th day of August A D 186

Wm K Stauffer (Seal)

Henry Reider
Recorder

V0116



Length 161 feet Total Area 0.20 Acres

Recorded compared & found to agree exactly this 18th day of October A D 1869
Henry Reider
Recorder

This Indenture made the twenty ninth day of April A D one thousand eight hundred and sixty one between Daniel Stump of North Heidelberg Township in the County of Berks and State of Pennsylvania of the one part and Adam Stump of North Heidelberg Township County and State aforesaid of the other part. Whereas the said Daniel Stump and Adam Stump at the time of the sealing and delivery of these presents are respectively seized in fee of and in two certain tracts pieces or parcel of land with the appurtenances in North Heidelberg Township aforesaid and Whereas there is a dam and race or water course built erected and made in and upon a certain run or stream of water within the land of the said Daniel Stump for watering overflowing and improving of meadow ground thereon. Now this Indenture witnesseth that the said Daniel Stump for divers good causes and considerations and moreespecially for and in consideration of the sum of one dollar to him in hand paid by the said Adam Stump at and before the ensealing and delivering hereof the receipt whereof he doth hereby acknowledge hath granted bargained sold released and confirmed and by these presents doth grant bargain sell (alien) release and confirm unto the said Adam Stump and to his heirs and assigns. All the waters of the said water course running in the said run or stream of water to be led and conveyed from the said (stream) dam along the race or water course aforesaid into the said land of the said Adam Stump for the space of one day in every week to wit from Wednesday at evening at sunset to Thursday evening at sunset from the first day of May to the first day of November yearly and every year for the watering overflowing and improving of meadow ground on the land of the said Adam Stump together with the ingress egress and regress to and for the said Adam Stump his heirs and assigns and his and their workmen at all convenient times and seasons through the land of the said Daniel Stump his heirs and assigns in and along the banks of the said dam and race or water course for the mending cleansing

Rec'd Right of Way from Daniel Stump to Adam Stump & Henry P. Fields of Record Miscellaneous Book No. 2 Page 679

Whereas the Colebrookdale Rail Road Company have ascertained fixed ma
ked and determined the route for their Railroad through and upon land
of Reuben R Engle in Colebrookdale Township Berks County State of Penn
sylvania and have occupied or intend to occupy for the purposes of the
said railroad a strip or piece of the said land bounded and described as fol
lows to wit. Beginning at a point (marked A on the sketch) on the division
line of property between the said Reuben R. Engle and Annes Brower distan
sixty two feet from station three hundred and eighty eight plus one on the
centre line of railroad measured in a northwestwardly direction thence no
forty three degrees ten minutes east thirty two and five tenths feet to a point
thence south thirty seven degrees fifty three minutes east twenty seven feet
to a point distant forty feet from the said centre line thence in a line
parallel with the centre line of Railroad and distant forty feet therefrom
north fifty two degrees seven minutes east one hundred and eighty one
feet to a point thence south thirty three degrees fifteen minutes east thir
nine feet to a point thence north fifty two degrees seven minutes eas
eighteen feet to a point on line of land belonging to Jacob Mory thence
along the same south two degrees forty nine minutes west one hundre
and twenty three feet to a point distant forty feet from the centre line
of Railroad measured at right angles thereto thence in a line parall
with the centre line of railroad and distant forty feet therefrom south
fifty two degrees seven minutes west one hundred and eighty one feet to a
point on line of land belonging to John Cassel and thence along the sam
north forty one degrees thirty minutes west one hundred and two and
five tenths feet to the Place of Beginning. Containing four hundred and
twenty nine one thousandths of an acre as a map or plan whereof is hereto a
nexed. Now Know all men by these presents that I the said Reuben R
Engle as well for and in consideration of the advantages to be derived b
me by reason of the location and construction of the said railroad as of t
sum of fifty dollars unto me in hand paid by the said The Colebrookdal
Railroad Company at and before the sealing and delivery hereof the recei
whereof is hereby acknowledged have remised released quit claimed
and forever discharged and by these presents do remise release quit
claim and forever discharge the said The Colebrookdale Railroad Compan
their successors and assigns of and from all suits claims demands and
damages whatever for injuries by reason of their entry upon and takin
and occupying the above described piece or strip of land and the locati
and construction thereon of the said railroad and works connected there
with. And for myself my heirs executors administrators and assigns ther
covenant and agree to and with the said The Colebrookdale Railroad Compan
their successors and assigns that they the said The Colebrookdale Railroa
Company their successors or assigns shall never be required to erect or
maintain any fences along the lines dividing the above described piece or
strip of land from the adjoining lands belonging to me: and further that
no manner of the above described piece or strip of land or any part or portio
thereof by the said The Colebrookdale Railroad Company their successors or
assigns or no user occupation or possession thereof or of any part by mean
here executors administrators or assigns whether by residence cultivatio
enclosure or otherwise for any period of time whatever whether for

twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Railroad Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereto set my hand and seal this fourth day of November in the year of our Lord one thousand eight hundred & sixty nine

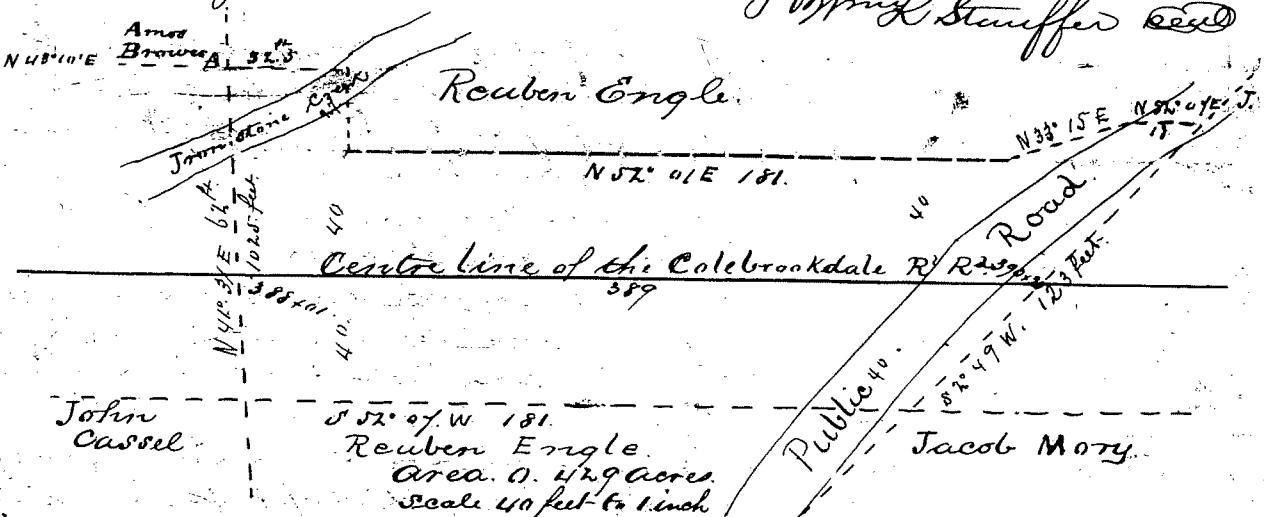
Signed sealed & delivered in our presence
Wm K. Stauffer
Wm Rader

05 ac 6 stamp 05

Reuben R Engel (Seal)

Berks County ss. Before me the subscriber a justice of the Peace in & for said County personally appeared the above named Reuben R Engle & in due form of law acknowledged the above (Indenture) and foregoing Release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 4th day of November A D 1869.

Wm K Stauffer (Seal)



Recorded compared & found to agree exactly this 5th day of November A D 1869

Henry Rader
Recorder

Know all men by these presents. That I Wilson Strasser of Perry township Berks County and State of Pennsylvania one of the sons of Polly Strasser deceased having attained the age of twenty one years do hereby acknowledge that I this day have had and received of and from Benjamin Adam my guardian duly appointed by the Orphans Court of Berks County the sum of two hundred seventy nine dollars and thirty nine cents in full satisfaction and payment of my share part or dividend of the estate real and personal of my late grand father Jacob Adam deceased and all interest accrued thereon. And therefore I the said Wilson Strasser do by these presents remise release quitclaim and forever discharge the said Benjamin Adam his heirs executors and administrators of and from the said guardianship and of and from the said share or dividend of the estate aforesaid and of and from all actions suits payments accounts reckonings claims and demands whatsoever for or by reason thereof or of any other act or matter cause or thing whatsoever from the Beginning of the world to the day of the date of these presents. In witness whereof I have hereunto set my hand and seal this fourth day of November A.D. one thousand eight hundred and sixty nine.

Signed sealed & delivered

without the signature of his said wife to said deed. In witness wh
of the parties have hereunto set their hands & seals the day & year f
above written

Witness present
Wm B. Schwener
Dae C. Schwener

Henry Werner (Seal)
Myra Wolf (Seal)

105 US Stamp 05

Berks County ss. Before me an alderman of the City of Reading aforesaid
County personally appear the above named Henry Werner and Mar
Wolf and acknowledged the foregoing marriage contract to be their
act and deed and desired the same to be recorded as such according
to law. Witness my hand & seal (the) Nov 16th A D 1869.

Wm B. Schwener Ald. (Seal)

Recorded compared & found to agree exactly this 16th of November A D 1869

Henry Rieder
Recorder

Whereas George R Yorgey by a release dated the twenty eighth day of Septembe
A D. 1868. Recorded at Reading in Miscellaneous Book Vol 16 page 76
granted to the Colebrookdale Railroad Company their successors and
assigns the right of way for their railroad through lands belonging to
situate in Douglass Township Berks County Pennsylvania and while co
structing said Railroad the said Company found it necessary to deposit
stones dirt and other materials on ground outside the limits of the Rig
of way released as aforesaid and also damaged his crops by hauling over
same and in other ways have interfered with the said Yorgeys rights.
And whereas since the execution of the Release above referred to the said
Railroad Company requires additional land for their purposes entered
and appropriated a certain strip of the said Yorgeys ground situate in
Douglass Township aforesaid described as follows to wit. Beginning at
point marked A on annexed Plot on the southwardly line of Right of way of
said Railroad Company distant thirty feet from station two hundred and
eighty plus sixty seven and five tenths on centre line of Railroad measured at
right angles thereto thence in a line parallel with the centre line of Railroad
and distant thirty feet therefrom south seventy nine degrees eighteen minutes
east six hundred and thirty five feet to a point on line of land belonging to Fre
erick W Reiman thence along said Reimans ground south thirty eight degre
thirty minutes west twenty two feet to a point distant fifty feet from the sam
centre line measured at right angles thereto thence in a line parallel
with the centre line of Railroad and distant fifty feet therefrom north seven
nine degrees eighteen minutes west six hundred and twenty four feet to
point opposite station two hundred and eighty plus sixty seven and five te
and thence north ten degrees thirty two minutes east twenty feet to the Place
Beginning. Containing twenty nine one hundredths of an acre more or less
And whereas a settlement of the damages caused as aforesaid hereto this day
be entered into Now know all men by these presents that I the said George R
Yorgey for and in consideration of the sum of four hundred and fifty dolla
to me in hand paid by the said the Colebrookdale Railroad Company the
receipt of which is hereby acknowledged have remised released and quit claimed
and forever discharged and by these presents do remise release and qu

claim and forever discharge the said The Colebrookdale Railroad Company their successors and assigns of and from all claims suits damages and demands whatsoever for or on account of the premises and for on account of the additional land appropriated as aforesaid for the use of the said Company and generally of and from all and every claim and demand of whatever nature or kind the same may be. And further the said George R Yergey hereby releases the said Railroad Company their successors and assigns from all claims which he may have upon them for the construction and maintenance of any farm road crossings over said railroad or his property and of and from all damages heretofore sustained or which may hereafter be sustained by reason of the relinquishment of the same. In witness whereof I have hereunto set my hand and seal this sixteenth day of November A D 1869.

Sealed & delivered in presence of and in full line from bottom of 3d page interlined before signing
Chas Rutter
R H. Hobart.

George. R. Yergey (Seal)

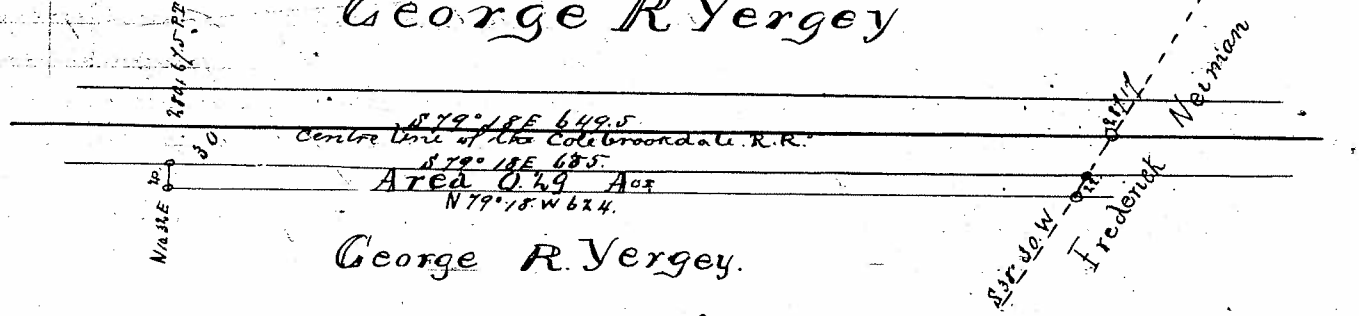
Internal Revenue Stamp 10

Montgomery County ss

Before me the subscriber Notary Public in and for said County personally appeared the within named George R Yergey and in due form of law acknowledged the foregoing release to be his act and deed and desired the same might be recorded as such. Witness my hand and official seal this sixteenth day of November A D 1869.

Chas Rutter Notary Public (Seal)

George R Yergey



George R. Yergey.

Scale 100 feet to 1 inch

Recorded compared & found to agree exactly this 16th of November A D 1869
Henry Rider
Recorder

This Indenture made the seventeenth day of November A D one thousand eight hundred and sixty nine Between Jacob Roll of the village of Fleetwood Richmond Township in the County of Berks and State of Pennsylvania Butcher and Sarah his wife of the first part and John H Rafsnyder of the City of Reading in the County and State of Pennsylvania aforesaid of the second part. Whereas the said Jacob Roll owing to sundry losses and misfortunes is at present unable to discharge his just debts and is willing to assign all his property for the benefit of his creditors. Now this Indenture witnesseth that the said Jacob Roll and Sarah his wife as well in consideration of the premises and for the purpose of making a just [illegible] this the said Jacob Roll's estate and effects among his creditors

Whereas The Colebrookdale Railroad Company have ascertained fixed marked and determined the route for their railroad through and upon lands of John C. Cassel in Colebrookdale Township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land of forty feet on each side of the following described centre line Beginning at station three hundred and seventy three plus sixty one the point of intersection of the division line of property between Abraham Shearer and the said John C. Cassel with the centre line of said railroad thence north forty one degrees twenty seven minutes east twenty seven and nine tenths feet to station three hundred and seventy three plus eighty (three) eight and nine tenths thence by a one degree thirty minute curve right three hundred and fifty one plus and one tenth feet to station three hundred and seventy seven plus forty one line of land of Conrad Hartman Containing sixty nine hundredths of an acre as a map or plan whereof is hereto annexed. And have also taken and occupied for the same purposes another strip or piece of the said land of forty feet on either side of the following described centre line or a total width of eighty feet. Beginning at station three hundred and eighty five plus seventy seven on the dividing line of property of said Cassel and Conrad Hartman thence north fifty two degrees seven minutes east two hundred and twenty four feet to station three hundred and eighty eight plus one on line of lands of said Cassel and Reuben Engle. Containing forty one hundredths of an acre as a map or plan whereof is hereto annexed. Now Know all men by these presents that I the said John Cassel as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of thirty one dollars unto me in hand paid by the said. The Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quit claimed and forever discharged and by these presents do (grant) remise release quit claim and forever discharge the said The Colebrookdale Railroad Company their successors and assigns of and from all suits claims demands and damages whatever for upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said Railroad and works connected therewith. And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me And further that no part or portion of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or any user occupation or possession thereof or any part thereof by me my heirs executors administrators or assigns whether by prescription cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Railroad Company their successors and assigns to the entire and exclusive possession of the same and further it is understood that the foregoing consideration money includes all damages to which the said John Cassel may be entitled by reason of the appropriation of land outside of the [illegible] before described for changing the channel

of the Iron stone creek In witness whereof I have hereto set my hand and seal this twenty second day of November in the year of our Lord one thousand eight hundred and sixty nine

Signed sealed & delivered in our presence

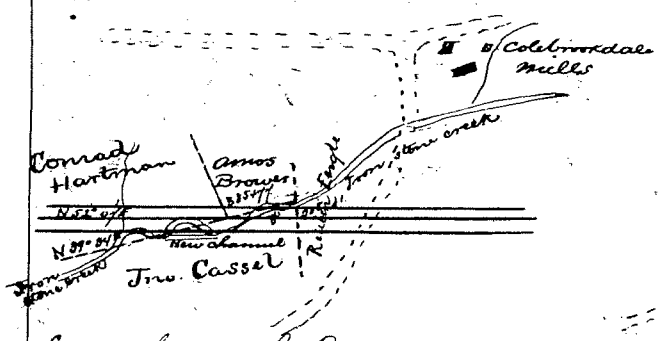
Wm K Stauffer
R. H. Hobart.

10 cts Stamps 05

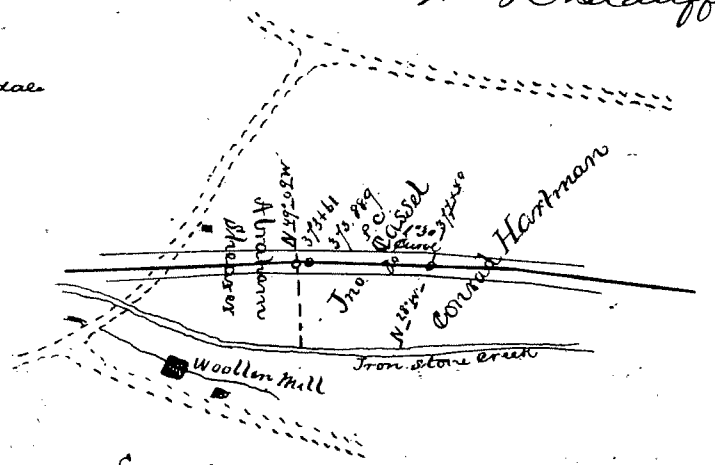
John C. Cassel Seal

Berks County ss. Before me the subscriber a justice of the Peace in and for said County personally appeared the above named John Cassel and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 22d day of November A D 1869

Wm K Stauffer Seal



Length 224 ft. Total Area 0.41 Acre. Scale 400 ft. to 1 inch



Length 379 feet Total Area 0.69 Acre
Scale 400 ft. to 1 inch

Recorded compared & found to agree exactly this 22d day of November 1869

Henry Rider
Recorder

Memorandum of Agreement made this nineteenth day of November A D 1869 Between Adam Johnson of Amity Township Berks County and State of Pennsylvania and his wife Mary Johnson the said Adam Johnson doth hereby covenant and agree that he will execute and deliver for the sole and separate use of his wife the said Mary a bond and mortgage upon his property consisting of three acres more or less in said Amity Township to secure to the said Mary for her sole and separate use the sum of two thousand three hundred dollars payable upon the death of the said Adam without interest. In consideration whereof the said Mary does hereby relinquish and renounce all other claim which she might by law make after the decease of the said Adam have upon his estate real personal or mixed and said Mortgage shall be subject to this agreement. Witness their hands and seals the day and year aforesaid

Witness Present
Cyrus G. Fox
Washington Richard

10 cts Stamps 05

Adam Johnson Seal

Mary nee Johnson Seal
her mark

Berks County ss

On this nineteenth day of November A D 1869 before the su

Whereas the Colebrookdale Rail Road Company have ascertained and marked and determined the route for their Rail Road through and upon lands of Samuel Reifsnyder in Douglass township, Berks County, State of Pennsylvania and have occupied or intend to occupy for the purposes of the said Railroad a strip or piece of the said land Sixty feet in width or thirty feet on either side of this following described centre line. Beginning at station Three hundred and twenty three the point where the said centre line crosses line dividing lands of Henry Gaph from those of the said Samuel Reifsnyder thence by a four degree curve to the right two hundred and sixty five and five tenths feet to a point of tangent at station Three hundred and twenty four plus sixty five and five tenths thence north sixty two degrees fifty one minutes East Four hundred and twenty seven and five tenths feet to a point of curve at station Three hundred and twenty nine plus ninety three thence by a four degree curve to the left Ten hundred and thirty three feet and three tenths to a point of tangent at station Three hundred and forty plus twenty six and three tenths thence north twenty one degrees thirty one minutes East three hundred and thirty three and three tenths feet to a point of curve at station Three hundred and forty three plus fifty nine and six tenths thence by a four degrees curve to the left Four hundred and forty four and four tenths feet to station Three hundred forty eight plus four the point where the said centre line Crosses line dividing lands of said Reifsnyder from those of Weaver's Estate, Containing Three and four hundred and forty four one thousandths Acres. a map or plan whereof is hereto annexed Now Know all men by these presents That I the said Samuel Reifsnyder do well for and in consideration of the advantages to be derived by me by reason of the said location and construction of said Railroad as of the sum of Eight Hundred dollars in bonds of the said Railroad Company unto me in hand paid by the said The Colebrookdale Rail Road Company. at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged Have remised released, quit-claimed and forever discharged, and by these presents do remise quitclaim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatever for upon or by reason of their entry upon all suits claims taking and occupying and using the described piece or strip of land and the location and construction thereon of the said Railroad and works connected therewith And for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail road Company their successors assigns shall never be required to erect or maintain any fences along the lines of the above described piece or strip of land from the adjoining lands belonging to me and further that no manner of the above described piece or strip of land, every part or portion thereof

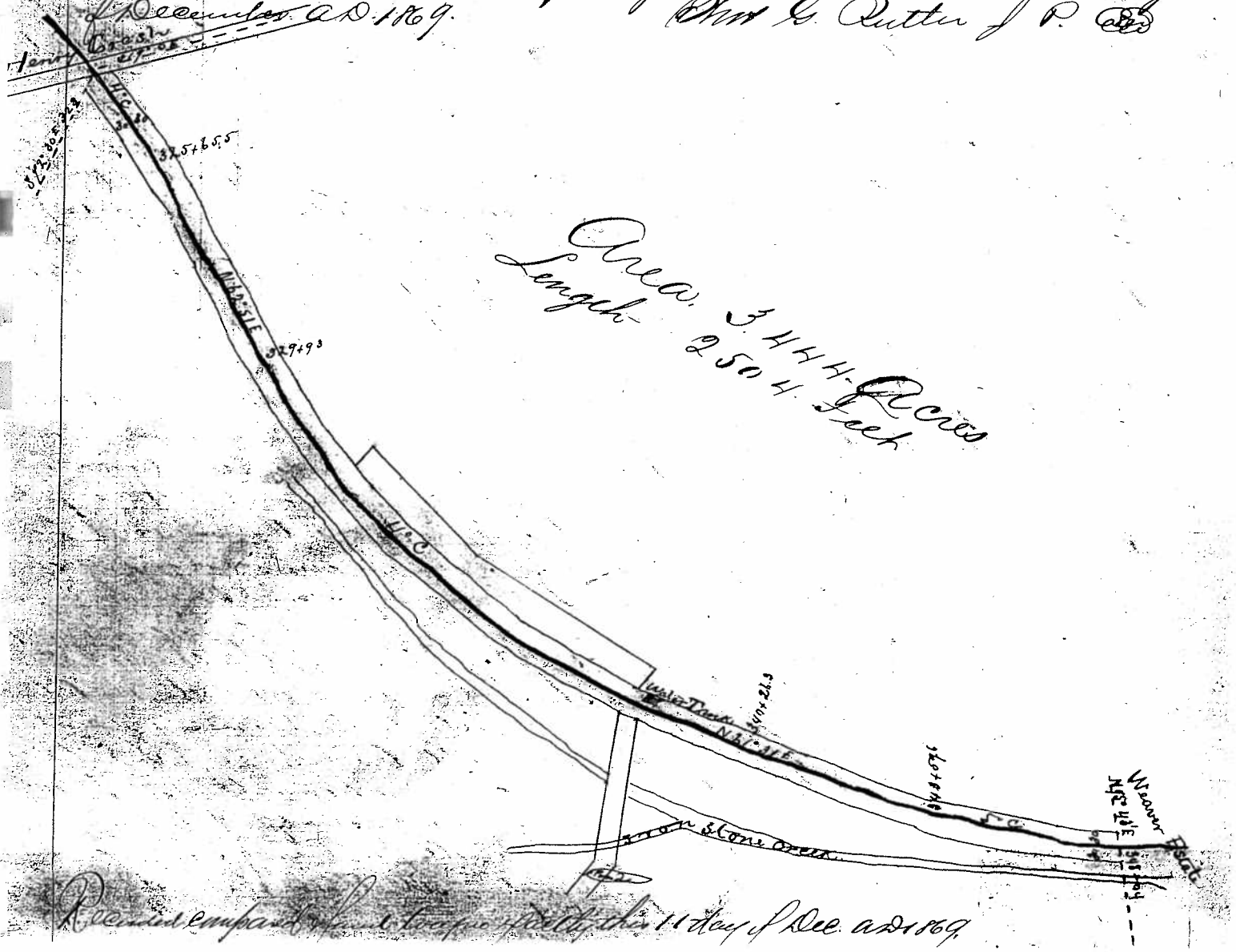
by the said The Colemandale Railroad Company their successors & assigns, or no user, occupation or possession thereof, or of any part thereof, by me my heirs, executors, administrators or assigns, whether by license, cultivation or otherwise for any period of time whatever whether for twenty one years, or longer, shall in any manner effect the right or title of the said The Colemandale Rail Road Company their successors and assigns, to the entire and exclusive possession of the same In witness whereof I have hereto set my hand and seal this fourth day of December in the year of our Lord One thousand eight hundred and sixty nine.

Sealed and delivered in presence of
Thos G Rutter
Samuel L. Reifsnyder
Joshua Reifsnyder
Robert H Robert

Samuel his X mark Reifsnyder

Montgomery County ss. Before me the subscriber a justice of the Peace in and for said County personally appeared the above named Samuel Reifsnyder and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 4th day of December A.D. 1869.

Thos G. Rutter J P



Recorded compared & examined & returned this 11 day of Dec. A.D. 1869

Whereas Frederick N. Neiman by a Release lately executed, granted and conveyed to the Colebrookdale Rail Road Company, their Successors and Assigns, the Right of Way for their Rail Road through lands belonging to him situate in Douglass Township, Berks County, Pennsylvania and while constructing the said Rail Road the said Company damaged the said Frederick N. Neiman by filling in the dam on the Iron Stone Creek with stones, dirt and other materials, destruction of grain crops, injuring his fencing, buildings and other improvements by blasting and in other ways interfering with the said Neimans rights. And whereas since the Execution of the Release above referred to the said Company requiring additional land for their purposes entered upon and appropriated a certain triangular piece of the said Neiman's ground, situate in Douglass Township aforesaid described as follows, to wit: Beginning at a point on the centre line of the Public Road, distant Seventy-two feet from the centre line of said Railroad, measured along a line bearing South thirty eight degrees thirty minutes West, thence along the centre line of said Public Road South thirty eight degrees thirty minutes West thirty six feet to a point, thence along other ground of the Frederick N. Neiman, North seventy eight degrees twenty minutes East Eighty five feet to a point distant sixty three feet from the centre line of Rail Road and thence in a line parallel with the centre line of Rail Road and distant sixty three feet therefrom North seventy nine degrees eighteen minutes West Sixty one feet to the place of beginning. Containing twenty three one thousandths of an acre more or less. And Whereas a Settlement of the damages caused as aforesaid has this day been made. Now Know all men, by these presents, that I the said Frederick N. Neiman, for and in consideration of the sum of three hundred dollars, Two hundred dollars in money and hundred dollars in a Bond of said Rail Road Company to me in hand paid by the said the Colebrookdale Rail Road Company the receipt of which is hereby acknowledged, have remised, released, quit claimed and forever discharge the said the Colebrookdale Rail Road Company, their Successors and Assigns, of and from all claims, suits, damages and demands, whatever, for or on account of the premises and for or on account of the additional land appropriated as aforesaid for the use of the said Company and generally of and from all and every claim and demand of whatever nature or kind the same may be. In Witness whereof I have hereunto set my hand and seal this Second day of April A D one thousand eight hundred and seventy

Signed, sealed and delivered in presence of

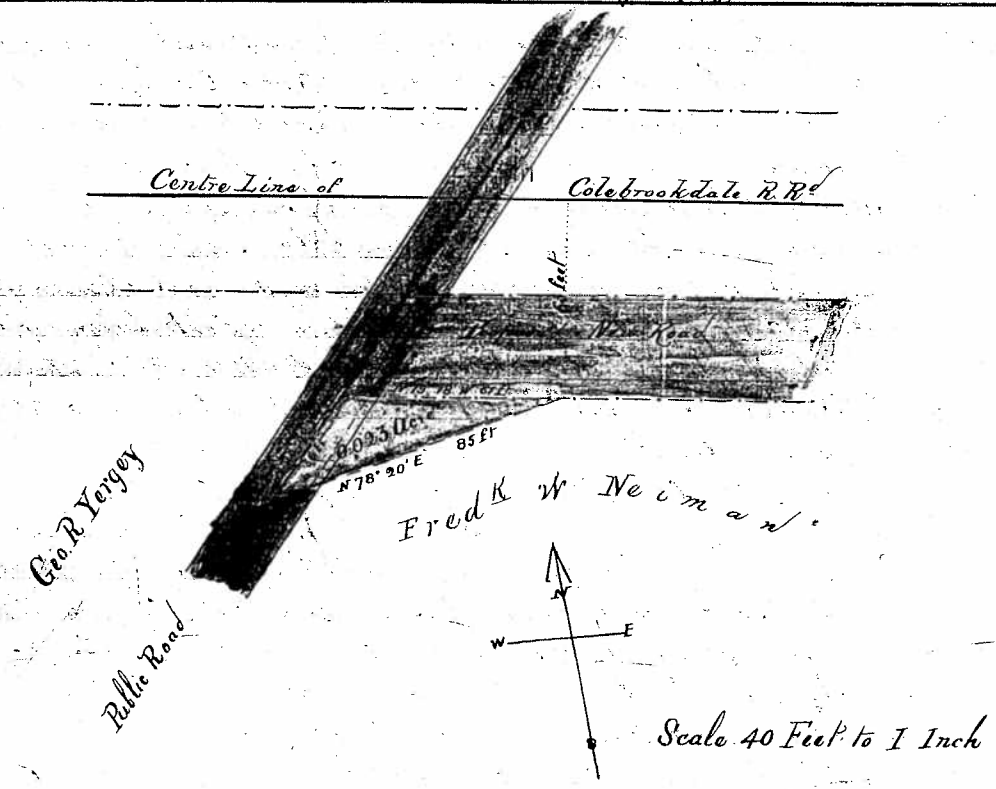
Thos G. Rutter
Robert H. Hobart

05 C
U.S
Stamp
05 C

Frederick Neiman (Seal)

Before me, the subscriber, a Justice of the Peace in and for the County of Montgomery personally appeared the within named Frederick N. Neiman and in due form of Law acknowledged the foregoing Release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this Second day of April A D 1870

Thos G. Rutter J. P. (Seal)



Recorded compared & found to agree exactly this 8 day of April. A.D. 1870.
Daniel Hummel
Recorder

Know all men by these presents, that I Maria Eberly Widow of Samuel Eberly dec'd late of the Township of Lower Heidelberg in the County of Berks and state of Pennsylvania, I do hereby acknowledge that I have had and received from Enoch Eberly and Samuel Eberly, Executors and principal heirs mentioned in the last will and Testament of my husband Samuel Eberly, deceased, the sum of One thousand two Hundred Dollars, in manner following, One Judgement bond dated March 28 1865 for Seven Hundred Dollars ($700) also a Note Dated May 19th 1866, for Thirty Dollars ($30) and the balance in Cash Four Hundred and Seventy Dollars Making in all One thousand two Hundred Dollars, as aforesaid, and in full satisfaction and payment as per bequest made to me by the last will and testament of my late Husband Samuel Eberly Deceased, do hereby remise release and forever discharge the said Enoch and Samuel Eberly their heirs Executors, administrators or assigns from all and every other matter in relation to the One thousand two Hundred as aforesaid In witness whereof the said Maria Eberly has hereunto set her hand and seal this 4th day of April A.D. 1870

Witness
Jno. I. Sell

U.S. 05 cts Stamp 05 cts

Maria Eberly (Seal)

Berks County ss Before me the subscriber one of the Justices of the Peace in and for said county personally Maria Eberly Widow of Saml Eberly dec'd and acknowledged the foregoing release to be her act and deed and desired that the same might be recorded as such, In testimony whereof I have hereunto set my hand and seal this 4th day of April A.D. 1870

John I. Sell J.P. (Seal)

Recorded compared & found to agree exactly this 9th day of April A.D. 1870
Daniel Hummel
Recorder

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of the second part his heirs or assigns a further deed of all incumbrances on the first day of April next on payment of the balance of the purchase money as above stated.
In witness whereof the parties to these presents have hereunto set their hands and seals the day & year first above written

Witness present
Ephriam Dreibelbis
Garrett B. Stevens

5 cts U.S. Stamp

Godfrey E. Horlocher (Seal)
Caroline E. Horlocher (Seal)
Geo D. Stitzel (Seal)

Berks County ss. On this thirtieth day of September A.D. 1870 personally appeared before me the subscriber one of the Justices of the Peace in and for said County Godfrey H. Horlocher and Caroline E his wife and George D. Stitzel and in due form of law acknowledged the foregoing Indenture to be their and each of their act and deed to the end that the same might be recorded as such & the said Caroline E being of full age and separate and apart from her said husband by me then on privately examined and the full contents of the above Indenture being by me first made known unto her did thereupon declare and say that she did voluntarily and of her own free will and accord sign seal and as her act and deed deliver said Indenture without any coercion or compulsion of her said husband
In testimony whereof I have hereunto set my hand and seal the day and year aforesaid.

Ephriam Dreibelbis (Seal)

Recd Hamburg P.O. this thirtieth day of October A.D. 1870 of George D. Stitzel Trustee as aforesaid Three Hundred dollars being the first payment within mentioned.

2 cts U.S. Stamp

George E Horlocher (Seal)
Caroline E. Horlocher (Seal)

Recorded compared & found to agree exactly this 6th day of October A.D. 1870
Daniel Hummel
Recorder

Whereas the Colebrookdale Rail Road Company have located and constructed their Rail Road through Premises in the occupancy of Matthias Levengood now deceased and while constructing the same the said Company injured the said Matthias Levengood by filling in the Mill dam on the Ironstone Creek with stones dirt and other materials damaged his fences buildings and other improvements by blasting and in other ways interfered with the said Levengood. Now therefore know ye that I Matthias R. Levengood Administrator of all and singular the goods and chattles rights and credits which were of the said Matthias Levengood late of the said County deceased for and in consideration of the sum of one hundred and fifty dollars to me in hand paid by the said the Colebrookdale Rail Road Company the receipt whereof is hereby acknowledged

Have Remised, released and forever discharged and by these presents
Do remise, release and forever discharge the said Philadelphia
Rail Road Company their successors and assigns of and from all claims
suits or actions for any losses or injuries which have already been sus-
tained or which may hereafter be sustained for or on account
of the damages aforesaid alleged to have been committed. In
Witness whereof I have hereunto set my hand and seal this seven
day of May A.D. one thousand eight hundred and seventy.

Sealed & Delivered
in the Presence of
Chs. Rutter
Joseph Potts Jr.

5 cts
U.S.
Stamp

Matthias K. Sevengood (Seal)

Before me the subscriber Chs. Rutter Notary Public in & for County
Dat. personally appeared the within named Matthias K. Sevengood
Administrator &c aforesaid and in due form of law acknowledged
the foregoing Release to be his act and deed as such Administrator
&c and desired that the same might be recorded as such.
Witness my hand and seal this seventh day of May A.D. 1870.

Chs. Rutter N.P. (N.P. Seal)

Recorded compared & found to agree exactly this 8th of October A.D. 1870.

Daniel Crommel
Recorder

Know all men by these presents that I F. B. Saucks of the City of
Reading Pennsylvania Attorney for Samuel Sloag Esq of the
City of Philadelphia for a valuable consideration and the sum
of One Dollar paid by John S. Miller unto the said Samuel Sloag
the receipt whereof is hereby acknowledged do assign transfer
and set over unto the said John S. Miller his Executors Admi-
nistrators and assigns forever the following property to wit All that
certain personall property consisting of Engine, two boilers, Horse
office and tool shop, plunger pump, bockel block and other property
in and about the premises known as the "Miller tract" on Penns
Mount Reading which was originally leased to George F. Work of
the City of Philadelphia — And also all the right title and interest of
the said Samuel Sloag in that certain Leasehold Estate known as the
"Miller tract" aforesaid and situate as aforesaid which was assi-
gned to the said Samuel Sloag by the said George F. Work of the City
of Philadelphia by Bill of Sale dated the 24th day of September in the year
of our Lord one thousand eight hundred and sixty eight and recorded
in the Recorders office for Berks County in Bk. Book O Vol 15 page 625
reference thereto being had will more fully and at large appear
In witness whereof I have this 23rd day of August A.D. 1869 hereto set
my hand as the attorney for the said Samuel Sloag.

Witness present
Ben. B. Saucks
J. Rob's Miller

F. B. Saucks (Seal)

And Samuel Sloag of the City of Philadelphia party within men-
tioned for value received do hereby ratify and confirm all and

P. B. Laucks my said Attorney has done in the premises aforesaid hereby holding the same firm and stable forever against me my Heirs Executors or administrators. Witness my hand and seal this 27th day of August A.D. 1869

witness present
David Beitler
Rob't Miller

5 cts U.S. Stamp

Samuel Leag

City & County of Philadelphia ss On this 27th day of August A.D. 1869 personally appeared before me the undersigned Authority in and for the City and County aforesaid Samuel Leag above mentioned and in due form of law acknowledged the above signature to be his free act and deed and desired that the same might be recorded as such. Witness my hand and seal this Twenty-seventh day of August A.D. 1869

David Beitler Ald'm Seal

Recorded Compared & found to agree exactly this 11th of October A.D. 1870

Daniel Hummel
Recorder

Article of Agreement made and concluded this 9th day of September A.D. 1869 between John P. Miller of the City of Reading State of Pennsylvania party of the first part and George Merkel, Jacob Bushong, Henry Bushong, Jacob K. Spang, and Wilson T. Kaufman trading under the name and firm of "Bushong Merkel & Co." of the same place State aforesaid party of the second part; Witnesseth: Whereas the said John P. Miller by divers intermediate conveyances has become the sole owner of a certain Iron Ore Lease of a tract of land situate on Penns Mount in the said City of Reading known as the "Miller tract" bounded by lands of the late William A. Richards deceased Fittings and Sissingers Estate and County Road and containing fifty (50) acres more or less which lease was originally given by Elizabeth Miller deceased to John P. Miller and A. D. Miller dated June 16, 1866 (recorded in the office for recording of deeds &c. for Berks County in Mrs. Book P. Vol 16 page 99) reference to said lease being had will more fully and at large appear. Now all men by these presents that (that) the said party of the first part for and in consideration of the mutual covenants and agreements hereinafter mentioned to be kept and performed by the said party of the second part their heirs and assigns and the further consideration of the sum of one dollar to him the said party of the first in hand paid by the said party of the second part the receipt whereof is hereby acknowledged has granted bargained sold assigned transferred and set over and by these presents doth grant bargain sell assign assign transfer and set over unto the said party of the second part their Executors administrators and assigns the whole of said lease and unexpired term thereof so

of the Allentown Rail Road through his property has this day been made no payment for the same having been made at the time of the conveyance before mentioned. Now know all men by these presents that I the said David Levan in consideration of the sum of Four hundred and forty seven Dollars and fifty cents payable in the stock of the said The Allentown Rail Road company at par to me in hand paid at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged: Do hereby release unto the said the Allentown Rail Road company their successors and assigns all right title and claim to and in any further compensation or consideration for making and maintaining the fences on each side of the said Rail Road along the strip of ground conveyed as aforesaid and for myself my Heirs Executors Administrators and assigns hereby covenant and agree to and with the said The Allentown Rail Road company their successors and assigns that they the said Rail Road company their successors and assigns shall never be required to erect or maintain any fences along the line dividing the strip of land aforesaid from the adjoining lands belonging to me. In witness whereof I have hereunto set my hand and seal this nineteenth day of January A. Dom. one thousand eight hundred and seventy one.

In Presence of
Jno. Humbert
Davi Reidenauer

David S. Levan (Seal)

Berks County ss. Before me the subscriber one of the Justices of the Peace in and for said county personally appeared the within named David Levan and in due form of law acknowledged the foregoing Release to be his act and deed and desired the same might be recorded as such Witness my hand and seal this Nineteenth day of January A.D. 1871

Jno. Humbert J. P. (Seal)

Recorded compared & found to agree exactly this 31st day of January A.D. 1871

Daniel Hummel
Recorder

Whereas The Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their rail Road through and upon lands of Henry Gush in Douglass Township Berks County State of Pennsylvania and Have occupied or intend to occupy for the purposes of the said Railroad a strip or piece of the said land in addition to the Right of Way heretofore granted (Tinted Green on Plot) and described with said Right of Way by reference to the centre line of Rail Road as follows to wit: Beginning at Station three hundred and thirteen plus seventy the point where the said centre line crosses line dividing lands of said Henry Gush from those belonging to F. W. Newman thence with a width of One hundred feet or Fifty feet on either side of said centre line N. 21° 7' E One hundred and fifty two and two tenths feet to a point of Curve at station 3 15 + 22.2 thence containing same width by a 4° curve to the right One hundred and seventy seven and eight tenths feet to station 3 17 thence with a width of sixty feet or thirty feet on either side of said centre line the same

Curve continued six hundred feet to Station Three hundred and twenty three the point where the said centre line crosses line dividing lands of said Gresh from those belonging to Samuel Reifsnyder Containing Two hundred and forty three thousandths of an acre be the same more or less. a map or plan whereof is hereto annexed. Now Know all Men by these Presents That I the said Henry Gresh as well for and in consideration of the advantages to be derived by me by reason of the location and construction of the said Railroad as of the sum of Fifty dollars unto me in hand paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged have remised released quit-claimed and forever discharged and by these presents do remise release quit claim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatever for upon or by reason of their entering upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said Railroad and works connected therewith and for myself my heirs executors administrators and assigns I do hereby covenant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that they the said The Colebrookdale Rail Road Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me. and further that no non-user of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no user occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whatever by residence cultivation or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect right or title of the said the Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. And the said Henry Gresh hereby further release the said The Colebrookdale Rail Road Company their successors and assigns of and from all and every claim and demand for any damages caused by the construction of the Wagon Road along the race to the Colebrookdale Station on said Rail Road and generally of and from all and every claim and demand whatever nature or kind the same may be. In witness whereof I have hereunto set my hand and seal this thirtieth day of December in the year of our Lord one thousand eight hundred and seventy.

Signed sealed and delivered in our presence.
Chs Ritter
Joseph Potts jr

5 cts U.S. Int. Rev. Stamps 5 cts

Henry Gresh (Seal)

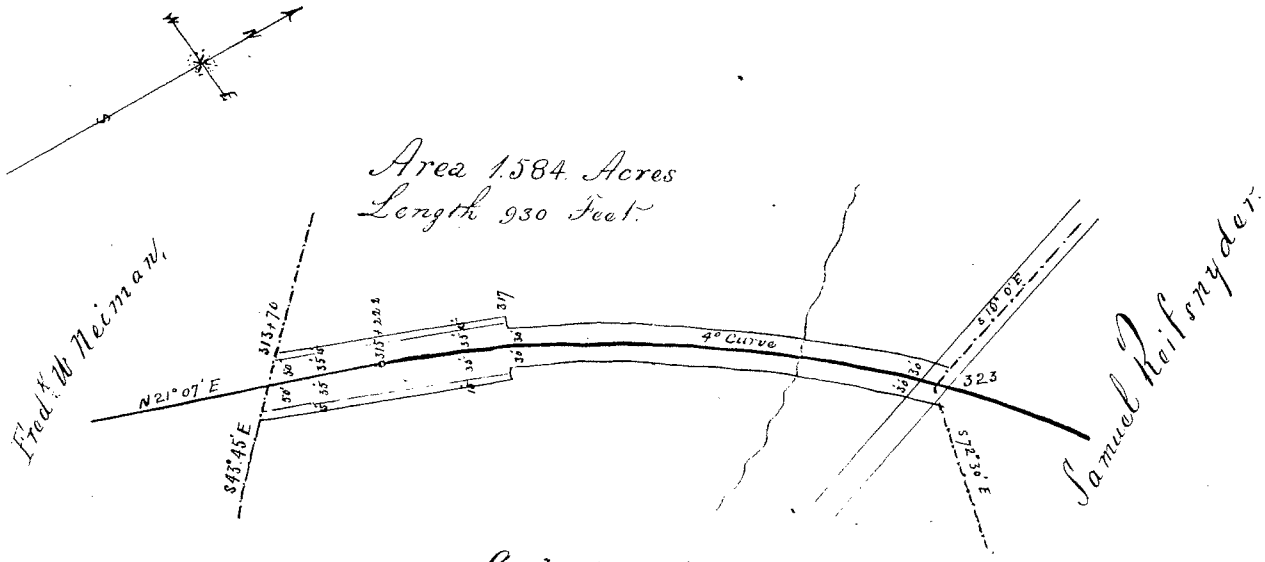
Montgomery County ss. Before me the subscriber Chs Ritter Notary Public in & for the county of Montgomery personally appeared

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the above named Henry Gresh and in due form of law acknowledged the above and foregoing Release to be his act and deed and desired the same might be recorded as such. Witness my hand and seal this Fourthille day of December A.D. 1870 Chas Rutter A. P. [seal]

Recorded compared & found to agree exactly this 31st day of January A.D. 1871

Plan Showing the property of Henry Gresh
In reference to the
Colebrookdale Rail Road.



Scale 200 Ft. to 1 Inch

Recorded compared & found to agree exactly this 31st day of January A.D. 1871
Daniel Hummel
Recorder

Whereas William Tonabower of the city of Reading Berks County has obtained a judgment bearing even date herewith in the court of Common Pleas of Berks County against De Benneville Keim of the same place (Stating No of January Term 1871) for the sum of Three thousand dollars which judgment by law binds all the Real Estate then of the said De Benneville Keim situate in the said County of Berks for the payment thereof: And whereas the said De Benneville Keim at the time of the obtaining of the said judgment was seised and possessed of, entitled to, & well certain lot or piece of ground situate on the South East corner of Sixth and Bellevue Streets in the city of Reading aforesaid containing in front on Sixth Street Three hundred and forty two feet six inches and in depth to

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Whereas the Colebrookdale Railroad company have ascertained fixed marked and determined the route for their Railroad through and upon lands of Peter C. Brendlinger in Colebrookdale Township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land sixty feet in width or thirty feet on either side of the following described center line Beginning at Station four hundred and seventy eight plus forty three and five tenths the place where said center line crosses line dividing lands of George Landis from those of the said Peter C. Brendlinger thence South thirty three degrees nine minutes east twenty two and five tenth feet to station four hundred and seventy eight plus sixty six where said center line crosses line dividing lands of Peter C. Brendlinger from those of James Focht containing three hundredths of an acre a map of plan whereof is hereto annexed Now know all men by these presents that I the said Peter C. Brendlinger as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said Railroad as of the sum of One dollar unto me in hand paid by the said The Colebrookdale Railroad company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quit claimed and forever discharged and by these presents do remise release quit claim and forever discharge the said the Colebrookdale Railroad company their successors and assigns land from all suits claims demands and damages whatever for upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said Railroad and appurtenances thereto And for myself my heirs executors administrators and assigns. Do hereby covenant and agree to and with the said The Colebrookdale Railroad their successors and assigns that they the said the Colebrookdale Railroad company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no number of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Railroad company their successors or assigns or no user occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said the Colebrookdale Railroad company their successors and assigns to the entire and exclusive possession of the same

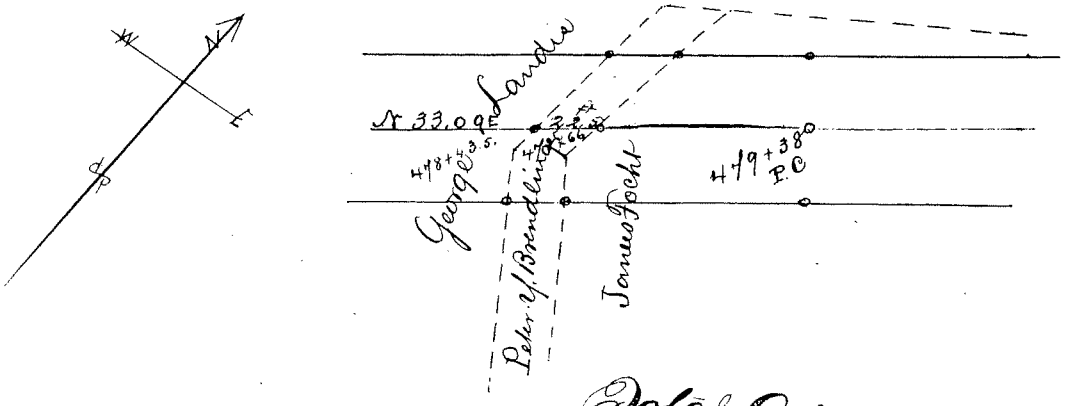
In witness whereof I have hereto set my hand and seal this

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Ninth day of August in the year of our Lord one thousand eight hundred and seventy. P. G. Brendlinger (Seal)
Signed sealed and delivered in our presence
The word "seventy" on east line of this page written on erasure before signing.
Wm. K. Stauffer
Wm. K. Stauffer

U.S. Internal Revenue 10¢

Berks county ss Before me the subscriber personally appeared the above named Peter G. Brendlinger and in due form of law acknowledged the above and foregoing release to be his act and deed and desired the same might be recorded as such. Witness my hand and seal this ninth day of August A.D. 1870
Wm. K. Stauffer. (Seal)



Total Area 0.03 acres
Scale 50 ft. to 1 inch

Recorded compared & found to agree exactly this 7th day of August A.D. 1871
Daniel Hunsinger
Recorder

Whereas the Colebrookdale Railroad company have ascertained fixed marked and determined the route for their railroad through and upon lands of Matthias Levengood deceased in Longlass Township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said Rail Road a strip or piece of the said land described by reference to the centre line of said Rail Road as follows to wit: Beginning at station one hundred and ninety five plus seventy five the point where the said centre line crosses line dividing lands of William Levengood from those belonging to the Estate of Matthias Levengood deceased thence with a width of one hundred and twenty feet or sixty feet on either side of said centre line by a three degree curve to the right sixty seven feet to a point of tangent at station one ninety six plus forty two thence same width continued North thirty four degrees fifty eight minutes East three hundred and fifty eight feet to Station two hundred thence with a width of sixty feet or thirty feet on either side of said centre line same course

Countinued Two hunared and fifty seven and seven tenths fe
to a point of curve at station Two hunared and two plus fifty
and seven tenths thence same wiath continued by a four deg
curve to the left one hunared and twenty five and eight
tenths feet to a point of tangent at staton Two hunared
and three plus eighty three and five tenths thence same
wiath north nineteen degrees fifty six minutes East one hun
dred and ninety six and seven tenths feet to a point of curve
at station Two hunared and five plus eighty and two tenths
thence same wiath by a two degree curve to the right
two hunared and ninety and eight tenths feet to a point of
tangent at station two hunared and eight plus seventy on
thence same wiath North twenty five degrees forty five minutes
East four hunared and twenty nine feet to station two hunared
and thirteen thence with a wiath of eighty feet or forty feet on ei
side of said centre line same course continued Two hunared
and eighty two and one tenth feet to a point of curve at sta
tion two hunared and fifteen plus eighty two and one tenth
thence with a wiath of sixty feet or thirty feet on either side of
said centre line by a three degree curve to the left Two hund
red and twenty five and four tenths feet to a point of tanga
at station Two hunared and twenty one plus seven and five
tenths thence same wiath continued North Ten degrees thirty
one minuts East one hunared and thirty nine and four
tenths feet to a point of curve at station Two hunared and
twenty two plus forty six and nine tenths thence with a wiath
of one hunared and ten feet or fifty feet on the westwardly
side of said centre line and sixty feet on the Eastwardly side
thereof by a three degree curve to the right Four hunared
ninety three and one tenth feet to station Two hunared
twenty seven plus forty, the point where the said centre line cr
es line dividing lands of said Levengood Estate from those
belonging to Jeremiah Konig containing Five acres and one (six hundredth forty)
thousandths more or less Now know all men by these presents
that we the said Matthias R. Levengood Henry Boughlin
and Rachel his wife in right of said Rachel, Aaron Kolman
Mary his wife in right of the said Mary, Charles Manger and
Catharine his wife in right of the said Catharine, Isaac Ma
and Sarah his wife in right of the said Sarah, Lewis Yoh
and Elmira his wife in right of the said Elmira and Joan
Levengood do well for and in consideration of the ad
vantages derived by us by reason of the location and con
struction of said rail road as of the sum of Five hunared
and seventy five ($ 575.00) dollars unto us in hand paid
by the said The Catebrookdale Rail road company at an
before the sealing and delivery hereof the receipt whereof is
hereby acknowledged have remised released quit claimed
and forever discharged and by these presents do remise

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release quit claim and forever discharge the said Cedbrookdale Rail Road company their successors and assigns of and from all suits claims demands and damages whatever for upon or by reason of their entry upon and taking and occupying the above described piece or strip of land and the location and construction thereon of the said Rail road and works connected therewith And for ourselves our heirs executors administrators and assigns we do hereby covenant and agree to and with the said The Cedbrookdale Rail Road company their successors and assigns that they the said The Cedbrookdale Rail Road company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from adjoining lands belonging to us: and further that no nonuser of the above described piece or strip of land or any part or portion thereof by the said The Cedbrookdale Railroad company their successors or assigns or no new occupation or possession thereof or of any part thereof by us our heirs executors administrators or assigns whether by lessee cultivation enclosure or otherwise for any period of time whether for two or by one years or longer shall in any manner affect the right or title of the said The Cedbrookdale Rail Road company their successors and assigns to the entire and exclusive possession of the same In witness whereof we have hereto set our hands and seals this twenty ninth day of April in the year of our Lord one thousand eight hundred and seventy one.
Signed sealed and delivered in our presence. Matthias R Levengood [seal]
C Van Reed
J Van Reed

10c
U.S.
Internal Revenue

Henry B. Boughter [seal] Rachel X Boughter [seal]
Aaron Cohn [seal] Mary X Cohn [seal]
Charles Manger [seal] Catharine X Manger [seal]
Isaac H March [seal] Sarah X March [seal]
Lewis H Cohn [seal] Elmira X Cohn [seal]
Franklin Levengood [seal]

Berks county ss Before me the subscriber one of the justices of the peace in and for said county personally appeared the above named Matthias R Levengood Henry Boughter and Rachel his wife Aaron Cohn and Mary his wife Charles Manger and Catharine his wife Isaac March and Sarah his wife Lewis Cohn and Elmira his wife and Franklin Levengood and in due form of law acknowledged the above and foregoing Release to be their and each of their act and deed and desired that the same might be recorded as such. And the said Rachel, Mary, Catharine Sarah and Elmira being of full age and separate and apart from their said husbands by me thereon privately examined and the full contents of the foregoing Release being by me first made known to them did thereupon declare and say that they did voluntarily and of their own free will and accord sign seal and as their act and deed deliver the foregoing Release without any coercion or compulsion of their said husbands. Witness my hand and seal this twenty ninth day of April A.D. 1871 J. Van Reed J. P. [seal]
Recorded compared and examined together this 7th day of August A.D. 1871

Mathias Livingood
S. 640 acres
1000
Scale 200 ft to 1 inch
Ironstone Creek
3° Curve
4° Curve
2° Curve
Tangent to Roma
N 78° 00' W
N 25° 45' E
N 19° 56' E
N 24° 45' E
N 25° 27' E
N 25° 45' E
N 12° 07' E
N 78° 00' W
196+44.8
200
203+83.5 PT
205+80.4 PT
208+71 PT
213
215+82.1 PC
219+07.5 PT
222+44.6 PC
Sta 20
Sta 21
Sta 22

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Recorded compared & found to agree exactly this 7th day of August A.D. 1871

Daniel Weyrmel
Recorder

Indenture of Release made this twentieth day of July A.D. Eighteen hundred and seventy one Between Sarah Haywood wife of Benjamin Haywood William H. Levering Administrator of Daniel Rhein Jr deceased Amelia Rhein Rebecca P. Rhein David Rhein Henry P. Rhein (which said Sarah Daniel Amelia Rebecca David and Amelia together with John Rhein party hereto were all the children and Legatees of Daniel Rhein sr deceased late of the city of Reading County of Berks and State of Pennsylvania parties of the first part and Benjamin Haywood John Rhein M.D. and John B. Kissinger Executors of the last will and testament of said Daniel Rhein sr deceased of the second part Whereas the said Executors have lately filed their final account in the Estate of said deceased in the Registers office in the county of Berks aforesaid exhibiting a balance of Thirteen thousand four hundred and twenty and 18/100 dollars due to said Estate to which has been added the sum Thirty three dollars interest accrued and also the sum of Nine hundred and fifty eight and 96/100 dollars being Amounts due by several of the Heirs to said Estate and making altogether the sum of Fifteen thousand four hundred twelve and 14/100 dollars ($15412.14) from which has been deducted the sum of Four hundred thirteen and 56/100 dollars amount of indebtedness of said Estate to said Benjamin Haywood and paid to him since filing said account; also a debt of Eight and 20/100 dollars paid to Daniel S. Schroder also an Exchange in calculating interest in said account as filed amounting to One hundred fifty eight and 40/100 dollars which deductions amount to the sum of Five hundred seventy nine and 91/100 dollars ($579.91) and leaving Fourteen thousand eight hundred thirty two and twenty three hundredths dollars ($14832.23) as the net Amount for distribution and whereas said account as filed and as modified has been approved by all the parties interested and as an amicable distribution is agreed upon and the amounts found to be due to the heirs and legatees above named has been paid to them severally by the said Executors the receipt whereof they and each of them do hereby severally acknowledge in full payment and satisfaction of their and each of their distributive share in said Estate that is to say the said Sarah Haywood William H. Levering as aforesaid Amelia Rhein Rebecca P. Rhein David Rhein and Henry Rhein have each received the sum of Two thousand one hundred and eighteen and 89/100 dollars ($2118.89) from said Executors Now Know all men by these presents that they the said parties hereto of the first part for and in consideration of the premises and of the

Vol 11 Page 0~

Berks County ss Personally appeared before me the subscriber one of the justices of the peace in and for the said County Solomon K. Leinbach attorney in fact of William A Kline and in due form of law acknowledged the within Release to be his act and deed and desired that the same might be recorded as such. In testimony whereof I have hereunto set my hand and seal this 18th day of March A.D. 1870

Samle Hoffman

City of Reading Berks county ss Personally appeared before me an Alderman in and for the City of Reading aforesaid the above named D.C. Schroder attorney duly constituted and appointed of Perry A. Kline and in due form of law acknowledged the above Release to be his act and deed to the end that the same be recorded as such. Witness my hand and seal this 5th day of April A.D. 1870.

Matthias Spengel Ald.

Recorded compared & found to agree exactly this 14th of Sept A.D. 1871

Daniel Hummel
Recorder

Whereas the Colebrookdale Railroad company have ascertained fixed, marked and determined the route for their railroad through and upon lands of Peter B. Brendlinger and Frederick Brendlinger in Douglass township Berks County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad a strip or piece of the said land described as follows Beginning at a point on boundary line between land herein described and Weaver Estate and distant forty feet from centre line of said railroad thence North westerly by a curve to the left with a radius of Eleven hundred and eighty six and three tenths feet concentric with centre line of said railroad and distant forty feet therefrom one hundred and thirty four feet to a point thence in a line parallel with said centre line and forty feet therefrom North Eight degrees fifty three minutes west Two hundred and eighty three feet to a point thence South Eighty one degrees seven minutes West ten feet to a point distant thirty feet from said centre line thence North westerly and by a curve of Twelve hundred and ninety two and five tenths feet radius to the right and concentric with said centre line and thirty feet therefrom ninety eight feet to a point thence by land of Jacob Levengood South sixty nine degrees thirteen minutes West sixty three feet to a point distant thirty feet from said centre line thence south easterly by a curve of thirteen hundred and fifty two and five tenths feet radius to the left and concentric with said centre line and thirty feet therefrom fifty six feet to a point on the boundary line between land herein described and Weaver Estate thence by said line south twenty five degrees twenty five minutes East two

hundred and twenty eight feet to a point thence still by said line
south eight degrees thirty minutes East Two hundred and thirty fee
to the place of beginning containing Twenty nine one hundredths acres
a map or plan whereof is hereto annexed. Now know all men by these
presents that we the said Peter G. Brendlinger and Frederick Brend
linger as well for and in consideration of the advantages to be deriv
ed by us by reason of the location and construction of said railroad
as of the sum of One dollar unto us in hand paid by the said
The Colebrookdale Railroad company at and before the sealing and
delivery hereof the receipt whereof is hereby acknowledged have remis
released quit claimed and forever discharged and by these pres-
ents do remise release quit claim and forever discharge the said
The Colebrookdale Railroad company their successors and as-
signs of and from all suits claims demands whatsoever for upon
or by reason of their entry upon and taking and occupying
the above described piece or strip of land and the location
and construction thereon of the said railroad and works
connected therewith And for ourselves our heirs executors admi
istrators and assigns we do hereby covenant and agree to and
with the said the Colebrookdale Railroad company their suc
cessors and assigns that they the said the Colebrookdale rail
road company their successors and assigns shall never be re
quired to erect or maintain any fences along the lines divi-
ding the above described piece or strip of land from the ad-
joining lands belonging to us: and further that no non user
of the above described piece or strip of land or any part or
portion thereof by the said The Colebrookdale Railroad Com
pany their successors assigns or no new occupation or po
session thereof or any part thereof by us our heirs executors ad-
ministrators or assigns whether by residence cultivation enclo
sure or otherwise for any period of time whatever whether for ten
or twenty years or longer shall in any manner affect the right or title
of the said The Colebrookdale Rail Road company their successors
and assigns to the entire and exclusive possession of the same
In witness whereof we have hereto set our hands hands and
seals this Eleventh day of July in the year of our Lord one thousand
eight hundred and seventy one.

Signed sealed and delivered in our presence, written over erasure before signing
"seventy one" on last line of third page

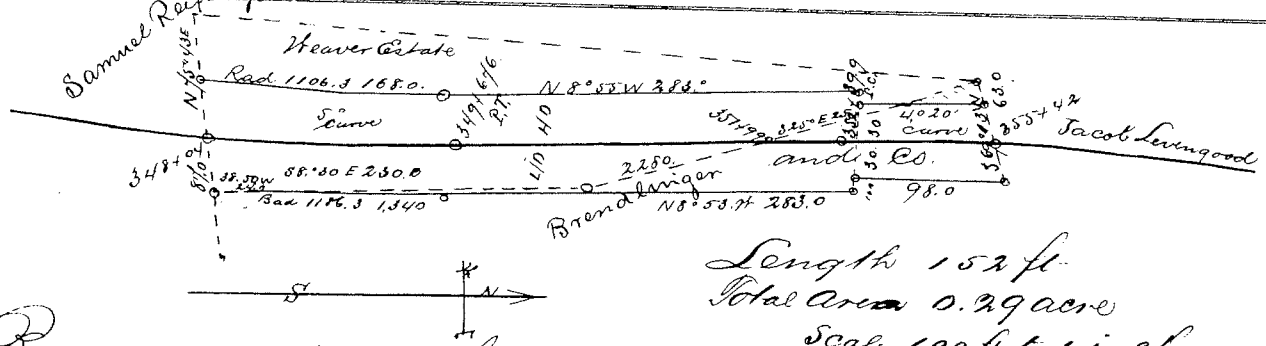
P. G. Brendlinger (Seal)
F. Brendlinger (Seal)

D. F. Reinert

Rec'd Aug. 5, 1871 at 10 A.M.

Montgomery County ss Before me the subscriber a justice of the peace
in and for said county personally appeared the above named Peter
G. Brendlinger and Frederick Brendlinger and in due form of law
acknowledged the above and foregoing Release to be their and each
of their act and deed and desired that the same might be record-
ed as such. Witness my hand and seal this 11th day of July
AD 1871

D. F. Reinert (Seal)



Length 152 ft
Total Area 0.29 acre
Scale 100 ft to 1 inch

Recorded compared & found to agree exactly this 15th day of September A.D. 1871

Daniel K. Hummel
Recorder

Stanley Kirby in trust for Sarah Kauffman
vs.
Adam H. Kauffman

In the Court of Common Pleas of Berks County
February T. 1871 No 163
Judgment for $3290.00

Whereas Adam H. Kauffman the defendant in the above judgment has obtained from his creditors a release dated the 14th day of June 1871 releasing the property said Adam H. Kauffman which together with the property of Jacob Kauffman and Charles D. Geiger was assigned to David Pricknight and George G. Barclay in trust for the benefit of creditors which release was executed by said creditors for the purpose of enabling said Adam H. Kauffman Jacob Kauffman and Charles D. Geiger to obtain from said assignees a reconveyance of the property assigned and in which said release it was stipulated that the above judgment should be stricken from the record and the lien thereof removed from the real estate of said Adam H. Kauffman and by said Sarah Kauffman wife of said Adam H. Kauffman for whose use the said judgment was given being willing that said stipulation in said release should be complied with for the purpose of obtaining said recognizance does hereby agree that satisfaction shall be entered on said judgment so as to discharge the real estate of said Adam H. Kauffman from the lien thereof. Now therefore we the said Adam H. Kauffman and Sarah his wife do hereby authorize and direct you Stanley J. Kirby the Plaintiff in said judgment to enter satisfaction of said judgment on the records of the Court of Common Pleas of Berks county in full discharge of the real estate of said Adam H. Kauffman from the lien thereof hereby releasing and discharging you the said Stanley J. Kirby from all responsibility and liability in respect to the trust created by the entry of said judgment and by the entry of satisfaction of the same as hereby directed. In witness whereof we have hereunto set our hands and seals this twelfth day of September Anno Domini One thousand eight hundred and seventy one.

Berks County deceased, having attained the age of twenty one years, and her husband William M Conrad of Longswamp township aforesaid do hereby acknowledge that the said Rebecca Conrad, has this day had and received of and from Lewis Romig, her Guardian duly appointed by the Orphan's Court of the said County of Berks, the sum of two hundred and seventy four dollars, being the balance of the within stated account, and in full satisfaction and payment of her share of the estate, real and personal of her late father John R Romig deceased. And therefore, the said Rebecca Conrad and William M Conrad her said husband, do by these presents, remise, release, quitclaim and from discharge the said Lewis Romig his heirs, executors and administrators of and from the said Guardianship and of and from the said share, and of and from all actions, suit, payments, accounts, reckonings, claims, and demands, whatsoever, for or by reason thereof, or of any other act matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents. In Witness whereof, the said Rebecca Conrad, and her husband William M Conrad have hereunto set their hands and seals this fifteenth day of September AD 1877

Witness
Harvey F Schubert
William Schubert

Rebecca Conrad (Seal)
William M. Conrad (Seal)

Berks County ss. Before me, the subscriber, one of the Justices of the Peace, in and for the said County, personally come the above named Rebecca Conrad and her husband William M Conrad, who in due form of Law acknowledged the above Release to be their act and deed and desired that the same might be recorded as such. The said Rebecca Conrad being of full age, and by me examined separate and apart from her said husband, and the Contents of the foregoing Release being first made fully known to her, declared that she did voluntarily and of her own free will and accord, seal, and as her act and deed deliver the same, without any Coercion or Compulsion of her said husband. In testimony whereof I have hereunto set my hand and seal this fifteenth day of September AD 1877

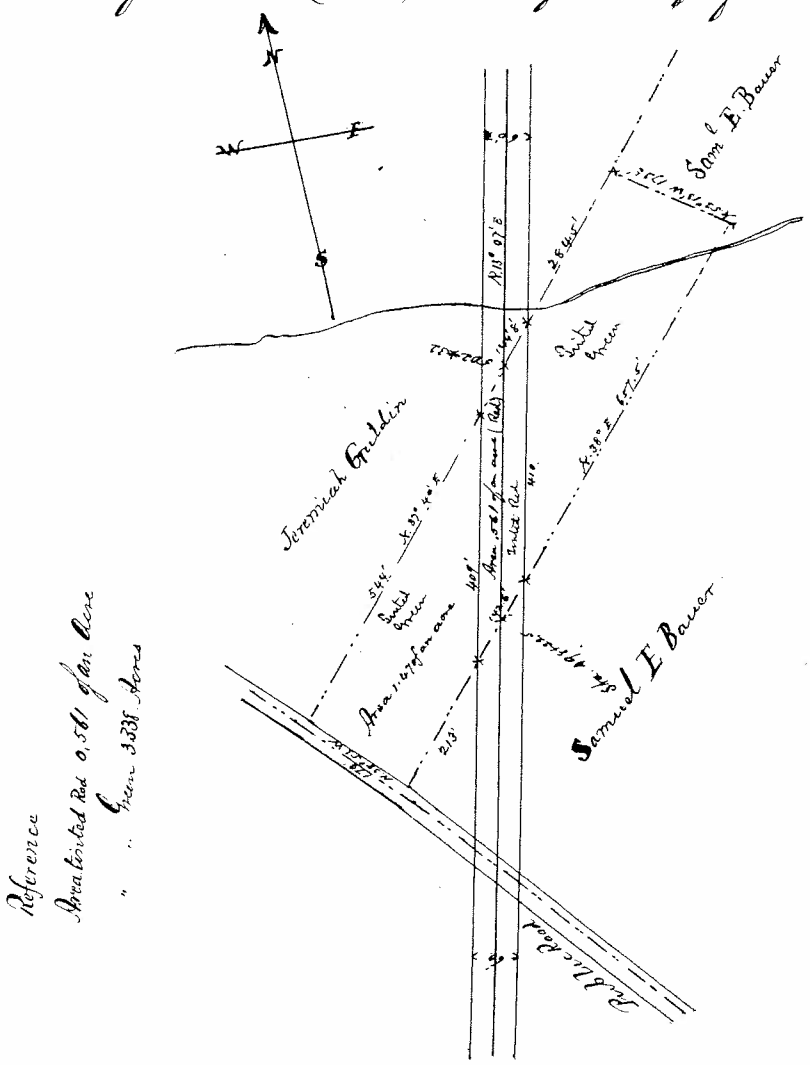
William Schubert (Seal)
J. P.

Recorded, Compared, and found to agree exactly this 24th day of September AD 1877

J D Kellen
Recorder

Whereas, the Colebrookdale Railroad Company have ascertained fixed, marked and determined the route of their Rail Road through and upon the Lands of Elena wife of Horace Weisemer, Wm S Bryan, Joel S Bryan, Sarah Fisher wife of Nicholas J Fisher, Samuel Bryan, Elizabeth Leidy wife of Allen Leidy, Isabella Stauffer wife Allen Stauffer, Mary Bryan, Eugene Bryan, Harriet L Bryan, and James Bryan, being all the heirs and legal representatives of Maria Gilbert late of Colebrookdale township Berks County, deceased, in Colebrookdale township, Berks County State of Pennsylvania, and have occupied, or intend to occupy for the purposes of said Rail Road, a strip or piece of the said land described as follows to wit. Beginning at a point in line of land of Samuel E Bauer, thirty feet East of the Centre line of the Colebrookdale Railroad, and running thence north thirteen degrees seven minutes East a distance of Four hundred and ten feet to a point in line of land of Jeremiah Guldin thence along lands of said Jeremiah Guldin and across said Railroad in a diagonal line bearing South thirty seven degrees forty minutes west to a distance of one hundred and forty four feet Eight inches to a point; thence at a distance of thirty feet west of the Centre line of said Railroad and parallel to the same to a distance of Four hundred and Nine feet

to a point; thence North thirty eight degrees East a distance of One hundred and forty two feet six inches to the place of beginning, Containing Five hundred and Sixty one thousandths of an acre, (.561). a draught or map of the same being hereto attached



Now Know men by these presents, that the said Olivia Griesemer and Hiram Griesemer her husband, William S Bryan, Joel Bryan, Sarah Fisher and Nicholas S Fisher, her husband, Samuel Bryan, Elizabeth Leidy and Allen Leidy her husband, Isabella Stauffer and Allen Stauffer her husband, Mary Bryan and Eugene Bryan by their Guardian A. Rich, Harriet L. by her guardian William S Boyer, and James Bryan by his Guardian Samuel S Landis all the heirs and legal representatives of Maria Gilbert aforesaid, deceased as well for and in Consideration of the advantages to be derived by them by reason of the location and Construction of said Rail Road, as of the sum of Three Hundred and thirty three dollars ($333.00) unto them in hand paid by the said the Colebrookdale Railroad Company, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged have remised released quit-claimed, and forever discharged, and by these presents do remise, release quitclaim and forever discharge, the said the Colebrookdale Railroad Company, their successors and Assigns, of and from all suits claims demands, and damages whatsoever, for, upon, or by reason of their entry upon and taking and occupying the above described premises, piece or strip of land, and the location and Construction thereon of the said Colebrookdale Railroad, and works connected therewith And for themselves their heirs Executors administrators and assigns

they hereby Covenant and agree to and with the said the Colebrookdale Railroad Company their successors and assigns, that they, the said the Colebrookdale Railroad Company, their successors, or assigns, shall never be required to erect or maintain any fence along the lines dividing the above described premises, piece or strip of land from the adjoining lands belonging to them; and further, that no non-user of the above described premises piece or strip of land, or any part or portion thereof, by the said, the Colebrookdale Railroad Company, their successors and assigns; or no user occupation, or possession thereof, or of any part thereof by them, the said the Heirs and Legal representatives of Maria Gilbert, dec'd their heirs or assigns, whether by residence, Cultivation, enclosure or otherwise, for any period of time whatever, whether for twenty one years, or longer shall in any manner affect the right or title of the said the Colebrookdale Railroad Company, their successors and assigns to the entire and exclusive possession of the same, And for themselves, their heirs, Executors, administrators and assigns they hereby release the said the Colebrookdale Railroad Company, their successors, and assigns, from on account of all liability of said Railroad Company Either under law or Statute to make or Construct any Crossing or Crossings passage way or ways, or Cause way or Causeways, across or over said Railroad at any point whatever upon said or the adjoining premises for any reason or purpose whatever, hereby forever waiving and relinquishing their and each of their right, to ask demand receive or require the same, In Witness whereof they have hereto set their hands and seals this day of in the year of our Lord One thousand Eight hundred and seventy seven.

Signed Sealed and delivered in our presence

Harriet Company and Successors stricken out, any heirs inserted, Executors & Administrators & the heads and interlineations before signing

Harriett S Stauffer W K Stauffer

W R Lawson, S. J Wilson Witness to José Bryan Witness

F D Russell, J I Brinkman, Witness of Hermon J Griesmer's mark

W C Pardee, Harriet E Pardee, Witnesses to signatures of William J Boyer

Johna Beans, Witness to signature of Alexander Rick.

James Kilkagon, Guardian of Mary Olive and Regina Victoria Bryan, Minor Children of James M. Bryan deceased

William J Bryan (Seal)
Joel J Bryan (Seal)
Samuel Bryan (Seal)
Sarah J Fisher (Seal)
N J Fisher (Seal)
Lizzie J Leidy (Seal)
A J Leidy (Seal)

Hiram J Griesmer (Seal)
Alivia Griesmer (Seal)
Mary Olive Bryan (Seal)
Regina Victoria Bryan By Her Guardian (Seal)
Alexander Rick (Seal)
Harriet L Loomis (Seal)
By her Guardian W J Boyer (Seal)
Jamna Bryan (Seal)
By his Guardian Samuel G Landis (Seal)

Berks County ss. On this 28 day of April A D 1877. before me W K Stauffer, Notary Public of the Borough of Boyertown in said County, personally Came Wm J Bryan Samuel Bryan Sarah J Fisher, and her husband N J Fisher, Lissy J Leidy & her husband A J Leidy & Samuel G Landis, Guardian for James Bryan, who in due form of Law acknowledged within Release to be their and each of their act and deed desired the same might be recorded as such, and said Sarah & Lissy, being of full age and by me examined seperate and apart from their said husbands, and the Contents of within Release being by me fully made known to them, declared that they did of their own free — and accord, sign and seal and as their and each of their act and deed, deliver the same without any Coercion or Compulsion of their said husbands. Witness my hand and seal the day and year aforesaid.

W K Stauffer (Notarial Seal)
Notary Public

State of Ohio Medina County ss.

On this 9th day of May A D 1877. Before me a Notary Public in and for said County, personally Came William J Boyer Guardian of Harriet L Loomis and who in due form of Law acknowledged the within Release to be his act and deed and

desired the same might be recorded as such. Witness my hand & Official seal

Henry C Pardee

Notary Public within & for said Medina County

The State of Ohio. Medina County ss.

I George Hayden Clerk of the Court of Common Pleas of said County, which being a County Court, and Court of Record, do hereby certify that the annexed instrument is executed and acknowledged in due form, according to the Laws of the State of Ohio. Also that Henry C Pardee before whom the same was acknowledged was at the time of taking the same A Notary Public in and for said County duly Commissioned and qualified, and authorized to take such acknowledgments And further certify that I am acquainted with the hand writing of said Henry C Pardee and believe his signature above written to be genuine. In Witness whereof I have hereunto set my hand and affixed the seal of our said Court at Medina this 9th day of May AD 1877.

5 cent stamp

Seal of the Common Pleas Court of Medina Co Ohio

Geo. Hayden Clerk

State of Indiana }ss
Delay County }

On this 22nd day of May AD 1877. before me William Graber Justice of the Peace in and for said County personally Came Hiram J Griesmer, and Alvira Griesmer, and who in due form of law acknowledged the within Release to be their act and deed and desired the same might be recorded as such. Witness my hand and Official seal

William Graber

Justice of the Peace

State of Indiana County of Clay ss.

I Elias C Kellner, Clerk of the Circuit Court of the County and State aforesaid do hereby certify that William Graber is a Justice of the Peace in and for said County, duly qualified to act as such, that this term of office Commenced the 11 day of Nov. in the year 1876 and will expire on the — day of Nov. in the year 1881. Given under my hand and seal of the said County at Brazil on this 17th day of May in the year of our Lord 1877.

Circuit Court Seal Clay County Indiana

E C Kellner

Clerk

State of Missouri. County of Saline, ss

On this 8th day of June AD 1877, before me a Justice of the Peace, within and for said County, personally appeared Joel S Bryan and who in due form of law acknowledged the within Release to be his act and deed, and desired the same might be recorded as such. Given under my hand this the 8th day of June AD 1877.

W. L. Purcell

Justice of the Peace

State of Missouri County of Saline, ss. Office of the Clerk of the County Court.

I hereby certify that W L Purcell before whom the foregoing acknowledgment was made, and who has thereunto subscribed his name was at the time of so doing a Justice of the Peace, in and for the County aforesaid duly Commissioned and Sworn and that his signature thereto is genuine. In testimony whereof I have hereunto set my hand, and affixed the seal of my office as Clerk of the County Court for the County aforesaid this 25 day of June 1877.

W. L. Jackson. Clerk.

Seal Circuit Court Saline County Missouri

State of Pennsylvania, County of Bucks, ss. On the 23rd day of August A.D. 1877, before me the subscriber a Justice of the Peace, in and for the said County of Bucks personally appeared the above named Alexander Rick, Guardian of Mary Olivia and Regina Victoria Bryan, and in due form of law acknowledged the within Release to be his act and deed, and desired that the same might be recorded as such. Witness my hand and seal the day and year aforesaid

Jonez Eschbach J.P. (Seal)

Recorded, Compared and found to agree exactly this 24th day of September A.D. 1877

J. M. L. Ellen
Recorder

Know all men by these presents, that I Ellie A Evans daughter of Edmund Evans, of the City and County of Philadelphia, State of Pennsylvania, having arrived at full age, do hereby acknowledge that I have had and received of my Guardian George D Stitzel of the City of Reading, the sum of Three thousand three hundred sixty five and 51/100 dollars ($3365.51) which sum is in full satisfaction and payment of all estates, real and personal or mixed, which have come into his hands, as shown by his account filed in the Register's Office in and for the County of Berks, state aforesaid. Now therefore, by these presents I do hereby release, acquit and forever discharge the said George D Stitzel, his heirs, executors, and administrators of and from the said guardianship, and of and from all legacies, dividends, shares or purpart, devised or coming to me, and from all actions, suits, payments, accounts, claims, and demands whatsoever, for or on account thereof, or of any other matter, cause or thing whatsoever. In Witness whereof I have hereunto set my hand and seal this thirtieth day of September A.D. Eighteen hundred and seventy seven

Signed Sealed and delivered
in presence of
Edwd Evans
Amos A Gregg

Ellie A Evans (Seal)

Commonwealth of Pennsylvania }
City of Philadelphia } ss

Personally appeared before the subscriber an Alderman in and for the City of Philadelphia, the above named Ellie A Evans who I am satisfied is the releasor in the foregoing Indenture of Release mentioned, and I having first made known to her the contents thereof, she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, and desired that the same might be recorded as such. Witness my hand and Official this twentieth day of September A.D. Eighteen hundred and seventy seven.

Amos A Gregg
Alderman

Alderman Seal Philadelphia

Recorded, Compared and found to agree exactly this 25th day of September A.D. 1877

J. M. L. Ellen
Recorder

Know all men by these presents, that we Catharine King, wife of Michael King, of Shelby County, Ohio, State, Elizabeth Lash wife of William Lash of the County and state aforesaid, Sarah Fisher wife of Daniel Fisher of North Heidelberg Township Berks County, and state of Pennsylvania, Lovina Leininger wife of Jacob Leininger of Heidelberg Township, Caroline Shutter wife of Christian Shutter of Spring Township, Philip Snyder of Heidelberg Township and Jacob Snyder of North Heidelberg Township, County and State aforesaid

MONTGOMERY COUNTY

Jacob Frech – Release dated October 26, 1868 – Book 163, page 435

Albert Stoll – Release dated 10/22/1868 - Book 163, page 437

Samuel Davidheiser – Release dated 1/6/1869 – Book 163, page 439

George R. Clark – Release dated March 22, 1869 – Book 165, page 52

Henry H. and John Gable – Release dated 3/30/1869 – Book 169, page 190

James Hilton's Executrix –Release dated 3/14/1873 – Book 207, page 466

To Ann Rambo Widow of said deceased during her life the said payment to be made half yearly and to be in lieu of dower. Now know ye that I the said Ann Rambo widow of Nathan Rambo deceased in consideration of the sum of one dollar to me in hand paid by the said The Philadelphia and Reading Rail Road Company do hereby remise release and forever quit claim unto the said Rail Road Company their successors and assigns all right title and interest in and to the payment of the proportionable part of said sum charged on the premises in said Indenture described and conveyed. Witness my hand and seal this Nineteenth day of December A.D. 1868.

In presence of
Rebecca L Jones
H.K. Heard

Ann B. Rambo (Seal)

On 50c U.S. Rev. Stamp cancelled

Montgomery County Ss.

Before me the Subscriber a Notary Public for the Commonwealth of Pennsylvania in and for said County personally came the within named Ann Rambo who in due form of Law acknowledged the foregoing Release to be her act and deed. to the end that the same might be recorded as such. Witness my hand and Official Seal this Nineteenth day of December A.D. 1868.

H K Heard (Seal)
Notary

Recorded Jany 26, 1869

Release

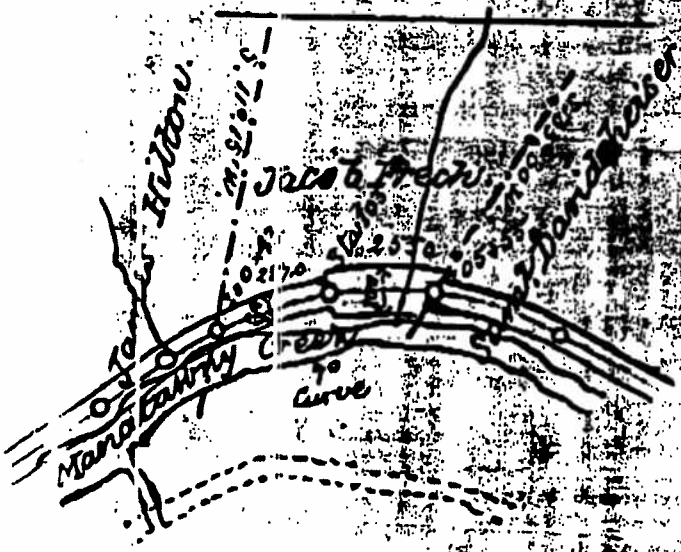
Jacob Freck
To
Colebrookdale R.R. Co

BK 163 p435

Whereas the Colebrookdale Rail Road Company have ascertained fixed marked and determined the route for their Rail Road through and upon Land of Jacob Freck in Pike Iron Township Montgomery County State of Pennsylvania, and have occupied or intend to occupy for the purposes of the said Railroad a strip or piece of the said land described as follows beginning at Station one hundred plus sixty three of the Colebrookdale Railroad the point of intersection of the division lines of property between said Jacob Freck and James Hilton with the centre line of railroad thence with a width of thirty feet on each side of said centre line by a seven degree curve right two hundred and fifty seven feet to station one hundred and three, thence [illegible] fifty feet on each side of said centre line [illegible] degree curve

PLAN

Showing the Property of
Jacob Frech
In reference to the
Colebrookdale Rail Road



P 436
B 163

Fr. 512 Feet, Total Area 6.94 Ac-

BK163
MAP

Scale: 400 Ft to 1 Inch.

RECORDER OF DEEDS

BK 163 p436

eight Cts hundred and Sixty four feet to stations ma
ded and five plus fifty feet on line of land of Samuel
Dandskinson containing Ninety four hundredths of an acre
a map or plan whereof is hereto annexed. Now Know
all men by these presents. That I the said Jacob Fuch
as well for and in consideration of the advantages
to be derived by me by reason of the location and con
struction of said Railroad as of the sum of Three hun
dred dollars unto me in hand paid by the said The
Colebrookdale Railroad Company at and before the seal
ing and delivery hereof the receipt whereof is hereby ack
nowledged, have remised released quit claimed and
forever discharged, and by these presents do remise re
lease quit claim and forever discharge the said The Cole
brookdale Railroad Company their successors and assigns
of and from all suits claims demands and damages
whatever for, upon or by reason of their entry upon and
taking and occupying the above described piece or
strip of land, and the location and construction thereon
of the said Railroad, and works connected therewith
And for myself, my heirs, executors administrators and
assigns I do hereby covenant and agree to and with the
said The Colebrookdale Railroad Company their suc
cessors and assigns, that they the said The Colebrook-
dale Railroad Company their successors or assigns
shall never be required to erect or maintain any fence
along the line dividing the above described piece or
strip of land from the adjoining lands belonging
to me, and further that no non-user of the above des
cribed piece or strip of land or any part or portion
thereof by the said The Colebrookdale Railroad Comp
any their successors or assigns or no user or occupat
or possession thereof or of any part thereof by me, my
heirs, executors, administrators or assigns whether
by residence, cultivation, enclosure or otherwise for
any period of time whatever, whether for twenty one
years or longer, shall in any manner affect the
right or title of the said The Colebrookdale Railroad
Company their successors and assigns, to the entire
and exclusive possession of the same. In Witness
whereof I have hereto set my Hand and Seal this twenty
Eighth day of October in the year of our Lord one thou
and eight hundred and Sixty eight.

Signed
Sealed and delivered
in the presence
Jno C. Heller
R. S. Hobart

Jacob Fuch (Seal)
Translator

Two 25 cts U.S. Rev. Stamps Cancelled

RECORDER OF DEEDS 12/19/2008 12:21 PM 010 2/3 3008

Montgomery County. Ss.

Before me the Subscriber a Justice of the Peace in and for said County personally appeared the above named Jacob Fuch and in due form of Law acknowledged the above and foregoing Release to be his act and deed, and desired that the same might be recorded as such. Witness my hand and seal, this 26th day of October A.D. 1868.

Jas. S. Yeiser

Recorded Janry 26. 1869.

Release.

Albert Stoll
To
Colebrookdale R.R. Co.

Whereas the Colebrookdale Railroad Company have ascertained fixed marked and determined the route for their Railroad through and upon land of Albert Stoll, partly in Pottsgrove Township Montgomery County, and partly in Douglass Township Berks County State of Pennsylvania and have occupied or intend to occupy, for the purposes of the said railroad a strip or piece of the said land of sixty feet in width or thirty feet on either side of the centre line of said railroad, and described by reference to its centre line as follows Beginning at station 112.X 38.2 the point of intersection of the line dividing land of said Stoll from that of Samuel Davidheiser with the centre line of railroad thence North fifty nine degrees thirty eight minutes West six hundred and thirty seven and eight tenths feet to station 118.X 76. thence by a two degree curve right nine hundred and seventy four feet to station 128 X 50. thence with a width of sixty feet on each side of said Centre line by a two degree curve right ninety seven feet to station 129 X 47 on line of land of Stehman Sands. Containing two and thirty hundredth one hundredth acres a map or plan whereof is hereto annexed Now Know all Men by these presents That I the said Albert Stoll as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said Railroad as of the sum of Five Hundred dollars in cash and Five Hundred dollars in the bonds of the Colebrookdale Railroad Company unto me in hand paid by the said The Colebrookdale Railroad Company at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have remised released quit claimed and for ever discharged and by these presents do remise release quit claim and

37
163
437

RECORDER OF DEEDS 610 676 2007 12:21 FAX 12/15/2008

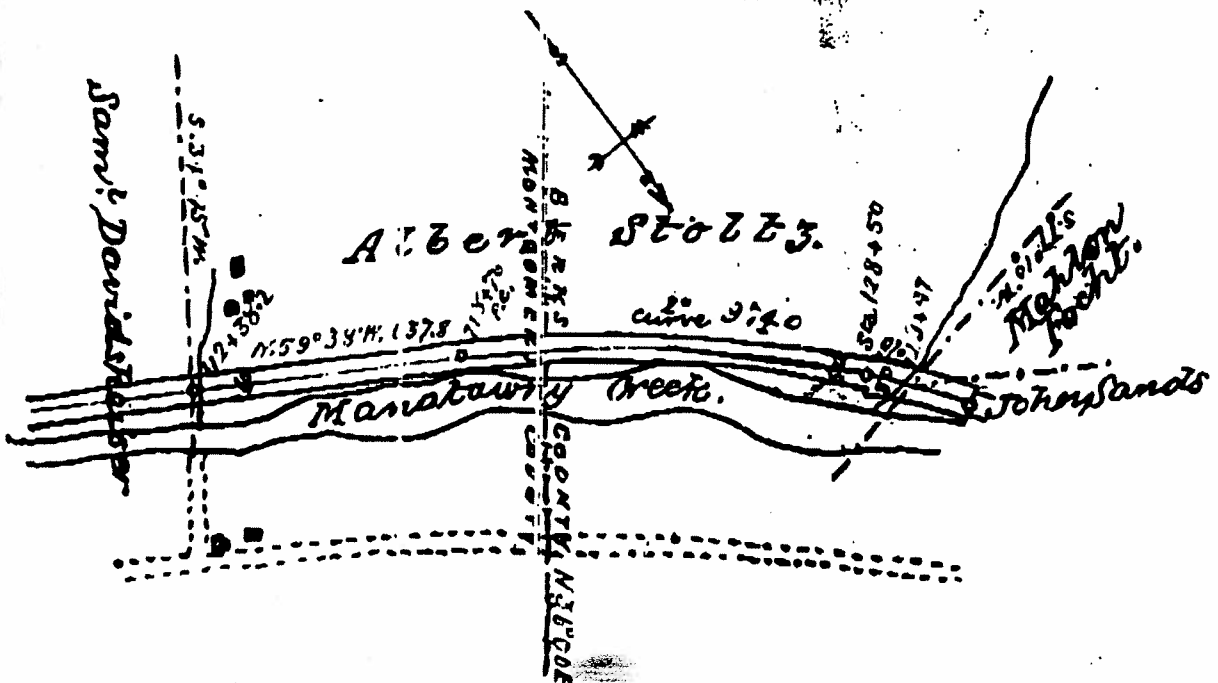
PLAN

Showing the Property of

Albert Stoltz.

In reference to the

Colebrookdale Rail Road.



Length 1709 Feet Total Area 2.39 Acres.

Scale 400 Ft. to 1 Inch.

BK 163
MAP

12/15/2008 12:22 FAX 610 378 3869 RECORDER OF DEEDS 008

RH 163 1438

forever discharge the said The Colebrookdale Railroad Company their successors and assigns of and from all suits, claims demands and damages whatsoever for, upon, or by reason of their entry upon and taking and occupying the above described piece or strip of land, and the location and construction thereon of the said railroad and works connected therewith. And for myself, my heirs executors administrators and assigns, I do hereby covenant and agree to and with the said The Colebrookdale Railroad Company their successors and assigns, that they the said The Colebrookdale Railroad Company their successors or assigns, shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me, and further that no non-user of the above described piece or strip of land or any part or portion thereof, by the said The Colebrookdale Rail Road Company their successors or assigns or misuser, occupation or possession thereof or of any part thereof, by me, my heirs, executors, administrators, or assigns, whether by accidence cultivation, inclosure or otherwise, for any period of time whatever, whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Railroad Company their successors and assigns, to the entire and exclusive possession of the same. In Witness thereof, I have hereto set my hand and seal this twenty second day of October in the year of our Lord one thousand eight hundred and sixty eight

Signed Sealed and delivered
in our presence
Jno S Weiler
H H Corbett

Albert Stoll (Seal)

Two dollar Rev Stamps affixed & Cancelled

Montgomery County, ss. Before me the Subscriber a Justice of the Peace in and for said County personally appeared the above named Albert Stoll and in due form of law acknowledged the above and foregoing Release to be his act and deed, and desired that the same might be recorded as such. Witness my hand and seal this 22nd day of October A.D. 1868.

Jno S Weiler (Seal)

Recorded January 26. 1869

RECORDER OF DEEDS 12/15/2008 12:22 FAX 610 278 3658

BK 163 PG 439

439

Release

Samuel Davidheiser
to
Colebrookdale R.R. Co.

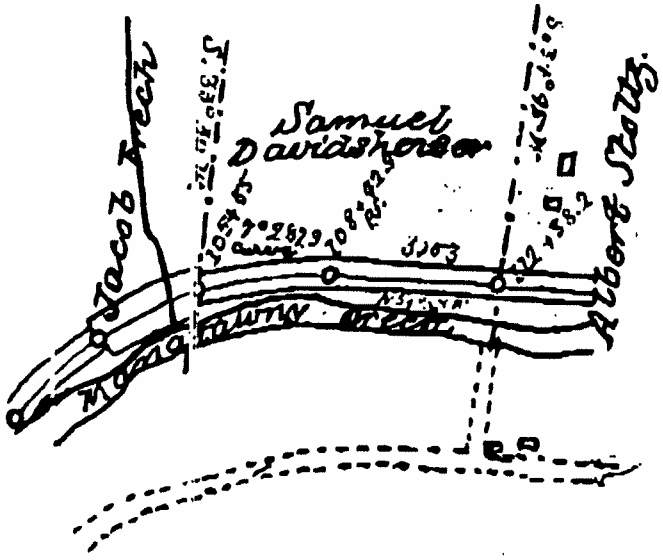
Whereas the Colebrookdale Railroad Company have ascertained fixed marked and determined the route for their railroad through and upon lands of Samuel Davidheiser in Pottsgrove Township Montgomery County State of Pennsylvania and have occupied or intend to occupy for the purposes of the said Railroad a strip or piece of the said land of sixty feet in width or thirty feet on each side of the center line and described by reference to its center line as follows. Beginning at Station 105 + 88. the point of intersection of the division line of property between Samuel Davidheiser and Jacob Frech with the center line of railroad, thence by a seven degree curve right two hundred and eighty seven and nine tenths feet to station 108 + 12.9 thence by tangent to said curve North fifty nine degrees thirty eight minutes West three hundred and ninety five and three tenths feet to station 112 + 88.2 on line of land of Albert Stetz. Containing ninety four one hundredths of an acre, a map or plan whereof is hereto annexed Now Know all Men by these presents that I the said Samuel Davidheiser as well for and in consideration of the advantages to be derived by him by reason of the location and construction of said railroad as of the sum of One hundred dollars in cash and Ten hundred dollars in the bonds of the Colebrookdale Railroad Company unto him in hand paid by the said The Colebrookdale Railroad Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged, have remised released quit-claimed and forever discharged, and by these presents do remise, release quit-claim and forever discharge the said The Colebrookdale Railroad Company their successors and assigns, of and from all suits, claims, demands and damages whatsoever for, upon or by reason of their entry upon and taking and occupying the above described piece or strip of land, and the location and construction thereon of the said railroads and works connected therewith, And for myself, my heirs, executors administrators and assigns, I do hereby covenant and agree to and with the said The Colebrookdale Railroad Company their successors and assigns that they the said The Colebrookdale Railroad Company their successors or assigns, shall never be required to erect or maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me. And further that no non-user of the above

RECORDER OF DEEDS 610 676 2008 12:22 PM

PLAN

Showing the Property of
Samuel Davidsheisers
In reference To the
Glebrookdale Rail Road.

D 479
P 163



N.A. 683 Feet. Total Area 0.04 Ac.

Scale 400 Ft. to 1 Inch

BK 163
MAP

described piece or strip of land, or any part or portion thereof by the said the Colebrookdale Railroad Company their Successors or assigns or Lessees occupation or possession thereof, or of any part thereof, by mistake, or by reference, courses, administrators or assigns, whether by residence, cultivation, enclosure or otherwise, for any period of time whatever, whether for twenty one years or longer, shall in any manner affect the right or title of the said the Colebrookdale Railroad Company their Successors and assigns, to the entire and exclusive possession of the same. In witness whereof I have hereto set My hand and Seal this Sixth day of January in the year of our Lord One thousand eight hundred and Sixty nine

Signed Sealed and Delivered in our presence. the word "Nine" in last line written over erasure before signing

Jno S. Heiler. J.P. [seal]

Samuel Dewkeiser [seal]

Translator

Two 05/100 U.S. Rev. Stamps cancelled in

Montgomery County ss.

Before me the Subscriber a Justice of the Peace in and for said County personally appeared the above named Samuel Dewkeiser and in due form of Law acknowledged the above and foregoing Release to be his act and deed, and desired that the same might be recorded as such. Witness my hand and Seal, this 6th day of January A.D. 1869.

Recorded January 26. 1869 Jno S Heiler [seal]

Deed

Thomas J Walmet
To
John J Conyers

This Indenture made the Twenty Seventh day of August in the year of our Lord one thousand eight hundred and Sixty Six Between Thomas J Walmet of the Fourth Ward of the City of Philadelphia in Pennsylvania of the one part. And John J Conyers of the Township of Plymouth County of Montgomery in Pennsylvania of the other part. Witnesseth. That the said Thomas J Walmet for and in consideration of the sum of One hundred and Sixty five Dollars Lawful money of the United States of America unto him well and truly paid by the said John J Conyers at and before the sealing and delivery of these presents the receipt whereof is hereby

RECORDER OF DEEDS 12/15/2008 12:23 PM DLD 4/8 3869

BK 165 pg 52

52

Release

George R. Clarke,

To

Colebrookdale R. R. Comp'y

Whereas the said Colebrookdale Railroad Company have ascertained, fixed, marked and determined the route for their Railroad through and upon lands of James Kitson of which George R. Clark is lessee for a term of years in Colebrookdale Township, Montgomery County, State of Pennsylvania, and have occupied a portion thereof for the purposes of the said railroad as by a piece of the said lands described as follows to wit, Beginning at a point on the Western boundary line of Railroad (Marked "A" on annexed plot) distant Thirty three and five tenths feet from Station Seventy one plus seven on center line of said railroad, measured on a line bearing North Eighty Six degrees Twenty nine minutes East thence Northwardly along said boundary line parallel with said Center line and distant thirty five feet therefrom Twenty Four feet to a point, thence South Eighty six degrees Twenty nine minutes West seventy seven feet to a point on the eastern boundary line of said railroad, thence Southwardly along the Eastern boundary of said Railroad in a line parallel with the center line thereof and distant thirty five feet therefrom Twenty Four feet to a point, and thence North Eighty six degrees twenty nine minutes East Seventy seven feet to the place of Beginning containing Thirteen Hundred and Eighty Square feet a map or plan whereof is hereto annexed

Now Know all men by these Presents, That I the said George R. Clark, as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad, as of the sum of Fifty Dollars in hand and Four Hundred dollars in the bonds of the Colebrookdale Railroad Company and bonds now issued and paid by the said The Colebrookdale Railroad Company at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged have remised, released, quit-claimed and forever discharged, and by these presents do remise, release, quit-claim and forever discharge the said The Colebrookdale Railroad Company their Successors and Assigns, of and from all and all manner of actions, claims demands and damages whatsoever for, upon or by reason of their entry upon and taking and occupying the above described piece or parcel of land

and the Colebrookdale Railroad Company
hereby covenant and agree to and
with the said Colebrookdale Railroad Company
their heirs, that they the said The Colebrookdale
Company shall not at any time
hereafter erect or maintain any fence
upon the lands adjoining the above described
land from the adjoining lands
further that no matter of the above
Deed of Lands, or any part or parcel
of the said Colebrookdale Railroad Company
successors or assigns, or no one
claiming through or under them
by reason of any of the
by Residence, Cultivation &c
for twenty one years or longer
not affect the right or title of
Colebrookdale Railroad Company
and assigns, to the entire and
of the same. In witness whereof I have hereunto set
my hand and seal this twenty second day of January
in the year of our Lord one thousand eight hundred
and sixty nine.

Signed, Sealed and delivered
in our presence
L. M. Davis
L. M. Hobart

J. K. Clark (Seal)

Entered of Record in the Recorder's Office in and for Montgomery County, Pa. in Deed Book No. 1 Page 507 &c.

Witness my hand and seal of office this 24th day of February A.D. 1869.

L. M. Davis (Seal)
Recorder

Montgomery County ss.

Before me the Subscriber a Justice of the Peace in and for said County personally appeared the above named George K. Clark and in due form of law acknowledged the above and foregoing Release to be his act and deed and desired that the same might be recorded as such.

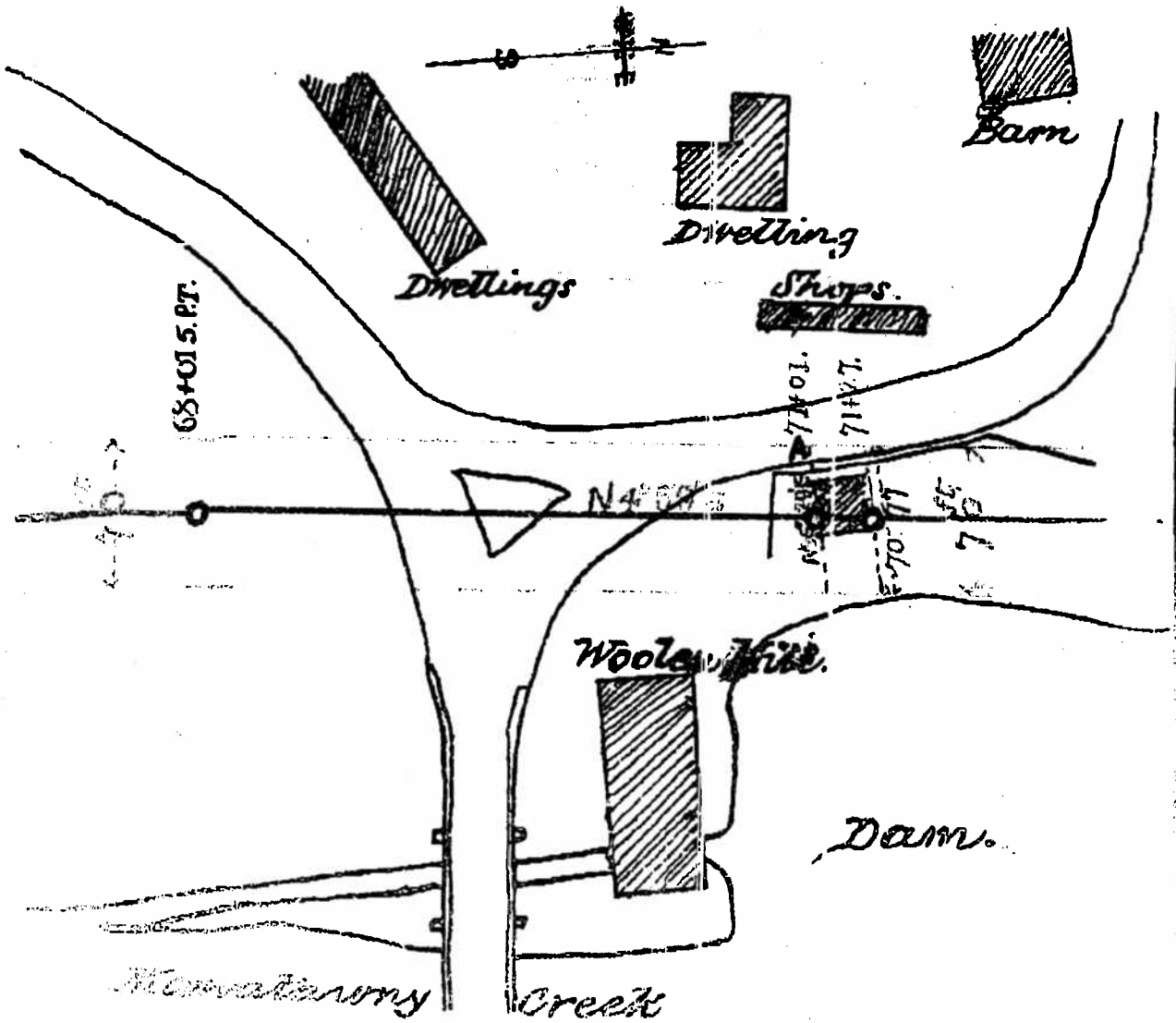
Witness my hand and seal this 22nd day of January A.D. 1869.

L. M. Davis (Seal)
J.P.

Recorded Feb. 24, 1869.

PLAN

Showing the Property of Geo. R. Clarke. In reference to the Colebrookdale Rail Road



Scale 100 Feet Inch

12/15/2008 12:14 FAX 610 278 3608 RECORDER OF DEEDS

190

On this 19th day of April A.D. 1869 Before me the subscriber a Justice of the Peace in and for the County of Chester and State of Pennsylvania personally appeared the above named Sarah B. Mcconkey and in due form of Law acknowledged the above or aforegoing release to be her act and deed and desired the same might be recorded as such. Witness my hand and seal the day and year aforesaid.

Recorded April 28. 1869.

Wm. Whiteheyd (L.S.) J.P.

Release.

Henry H. Gable et. al. to Colebrookdale R.R. Co.

Whereas the Colebrookdale Railroad Company have ascertained fixed, marked and determined the route for their railroad through and upon lands of Henry H. Gabel and Jacob H. Gable in Pike grave Township, Montgomery County, State of Pennsylvania and have occupied or intend to occupy for the purposes of the said railroad all that certain strip or piece of land described as follows viz: Beginning at a point North twenty five Degrees fifty nine minutes East forty feet from Station O. on center line of Colebrookdale Railroad or forty five feet from center line of Philadelphia and Reading Railroad and running to the right with a radius of five hundred and ninety seven and three tenths feet concentric with the center line of Colebrookdale Railroad and forty feet therefrom for a distance of two hundred and eighty three feet to a point thence South fifty two degrees fifty nine minutes West eighty feet crossing the center line of Colebrookdale Railroad at Station Three to a point distant forty feet from said center line and on the eastern boundary of the Philadelphia and Reading Railroad. thence along said boundary South sixty four degrees one minute East three hundred and eight feet to a point thence South twenty five degrees fifty nine minutes East seven feet to the place of Beginning. Also all that certain piece or parcel of land

adjoining the above and described by reference to its center line as follows. Beginning at Station Three a point on line of above described strip - thence by a nine degree curve to the right Five hundred and sixty five and eight-tenths feet to Station five plus sixty five and eight-tenths and being in width eighty feet or forty feet on either side of the centre line thence continuing of same width by a three degree fourteen minute curve right Five hundred and thirty seven and two tenths feet to Station Fourteen plus Thirty seven thence of same width of Thirty feet on each side of said centre line or in total width sixty feet. the following courses and distances viz. by a three degree fourteen minute curve right Five hundred and thirty seven and two tenths feet to Station Fourteen plus Thirty seven thence by tangent to said curve North fifteen degrees four minutes East Three hundred and Twenty five feet to Station Twenty three plus sixty two thence by a three degree curve left One hundred and forty one feet to Station Twenty four plus three on line of land of James Dick Estate. The two pieces containing together Three acres and forty five hundredths of an acre, a map or plan whereof is hereto annexed. Now know all men by these presents - That we the said Henry H. Gabel and Jacob H. Gabel as well for and in consideration of the advantages to be derived by us by reason of the location and construction of the said Railroad as of the sum of Twenty five hundred dollars in Cash and seven thousand five hundred dollars in the bonds of the Colebrookdale Railroad Company unto us in hand paid by the said the Colebrookdale Railroad Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised, released, quit claimed and forever discharged and by these presents do remise, release, quit claim and forever discharge the said the Colebrookdale Railroad Company their successors and assigns of and from all suits, claims, demands and damages whatever for upon or by reason of their entry upon and taking and occupying the above described two pieces or strips of land and the location and construction thereon of the said railroad and works connected therewith.

And for ourselves our Heirs Executors Administrators and assigns do hereby covenant and agree to and with the said The Colebrookdale Railroad Company their successors and assigns that they the said The Colebrookdale Railroad Company their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described two pieces or strips of land from the adjoining lands belonging to us. and further that no non user of the above described two pieces or strips of land or any part or any portion thereof by the said The Colebrookdale Railroad Company their successors or assigns or no user occupation or possession thereof or of any part thereof by us our heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Railroad Company their successors and assigns to the entire and exclusive possession of the same. The said The Colebrookdale Railroad Company hereby agreeing not to injure the Water Power of the said Henry H. Gabel and Jacob H. Gabel upon or adjoining the said land in any respect whatever. It being understood and agreed that the materials in the Barn and House now erected upon the above described piece of land shall when the said barn and house are removed belong to and become the property of the said Henry H Gabel and Jacob H. Gabel. And it being further understood and agreed that if the said Henry H. Gabel and Jacob H. Gabel permit or suffer the barn designated on the annexed map as the upper barn to remain standing that they the said Henry H. Gabel and Jacob H. Gabel will assume all risks of fire being communicated to said barn from the locomotives engine which may at any time be running upon the said railroad will indemnify and save harmless the said The Colebrookdale Railroad Company of and from all claims or demands which at any time hereafter may be brought against them for upon or by reason of any such fire In witness whereof we have hereunto set our hands and seals this thirtieth day of March in the year of our Lord one thousand

BK 169 + 192

eight hundred and sixty
Signed sealed and delivered
In our presence

Wm. Wood [illegible] Wm. Wood

BK 169 p193

H. H. Davis
R. H. Hobart

Fourth Stamp

Montgomery County ss.

Be it remembered that on this [illegible] day of March A.D. 1869 before me the subscriber a Justice of the Peace in and for said County personally appeared Henry H. Davis and Jacob H. Gable parties to the within Release and acknowledged the same to be their act and deed and desired that the same may be recorded as such. Witness my hand and seal this thirtieth day of March Anno Domini one thousand eight hundred and sixty nine.

H. H. Davis [Seal]

Recorded
April 29. 1869.

Release

Eliza B. Davis
to
Colebrookdale R.R. Co.

This Indenture made the [illegible] day of March in the year of our Lord one thousand eight hundred and sixty nine between Eliza B. Davis of the Borough of Pottstown in the County of Montgomery and State of Pennsylvania of the first part and the Colebrookdale Railroad Company their successors and assigns of the second part Witnesseth that the said party of the first part for and in consideration of the sum of one dollar lawful money of the United States of America to her in hand paid by the said party of the second part at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained sold released and confirmed and by these presents doth grant bargain sell release and confirm unto the said party of the second part their successors and assigns All that certain piece or strip of Ground situate in Pottsgrove Township Montgomery County Pennsylvania containing one acre and forty five one hundredths of an acre more or less and particularly described in said Release. Being a part of a larger tract of land which Eliza B. Davis by Deed of 9th of May A.D. 1862 Recorded at Norristown in Deed Book No 109 Page 199 granted and conveyed to the said Henry H. Davis and Jacob H. Gable in fee And the said Henry H. Davis and Jacob H. Gable did ask to be heard upon the execution of the before mentioned Release executed and delivered to the said Eliza B.

12/15/2006 12:16 FAX 610 278 3008 RECORDER OF DEEDS

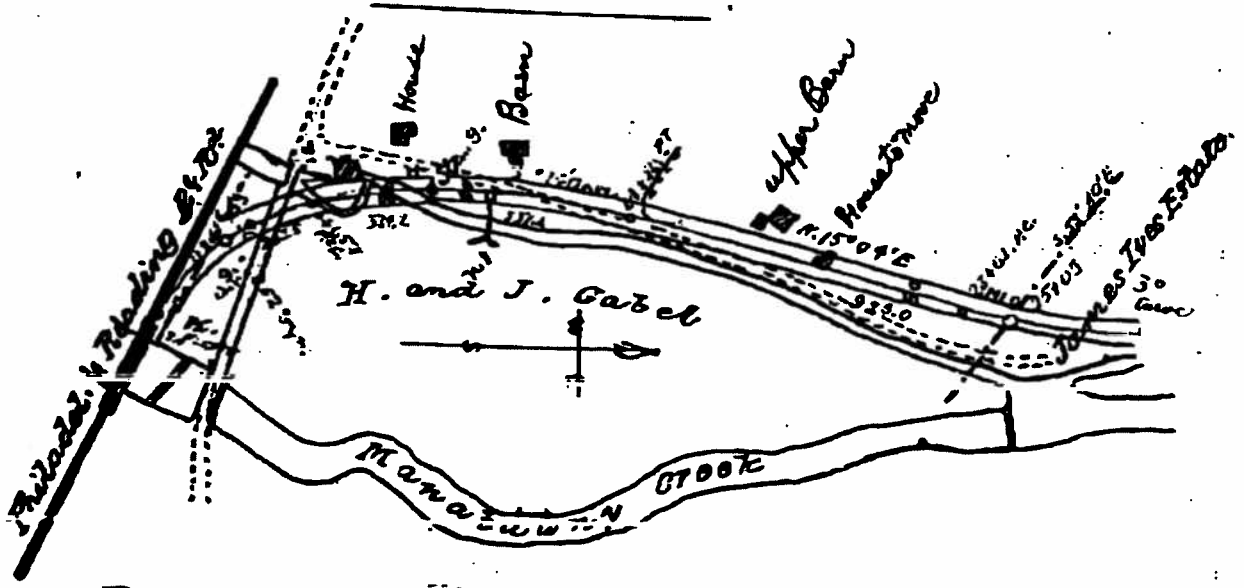
Bk 169
Map

PLAN

Showing the Property of

H & J Gabel

In reference to the Colebrookdale Rail Road.



Length 2275 Feet. Total Area 3.45 Acres

Scale 400 Feet to an Inch.

having first been by me fully made known unto her. Witness my hand and seal the day and year aforesaid.
Recorded March 24, 1873 — Thos. J. Hallman J.P. (L.S.)

BK 207 406

Release.
Margaret Hilton Extx
To
Colebrookdale R.R. R. Co

Whereas the Colebrookdale Rail Road Company having ascertained fixed marked and determined the route for their Rail Road through and upon Lands of James Hilton in Pottsgrove Township Montgomery County, State of Pennsylvania and have occupied or intend to occupy for the purposes of the said Railroad a strip or piece of the said Lands described with reference to the centre thereof as follows: Beginning at a Station fifty one plus ten the point of intersection of the division line of property between James Ives Estate and the said James Hilton with the center line of said Railroad thence with a width of thirty five feet on each side of center line North sixteen degrees forty five minutes West, ten hundred and twenty four feet to station sixty one plus thirty four thence by a ten degree curve right two hundred and ninety one and seven tenths feet to station sixty four plus twenty five and seven tenths thence North ten degrees fifty five minutes West one hundred and ten and eight tenths feet to station sixty five plus thirty six and five tenths thence by a six degree curve right two hundred and sixty five feet to station sixty eight plus one and five tenths thence North four degrees fifty five minutes East fifty hundred and ninety eight and five tenths feet to station seventy three plus thirty nine and five tenths thence with a width of thirty feet on each side of said center line North four degrees fifty nine minutes East two hundred and forty eight and eight tenths feet to station twenty four plus forty eight nine eight tenths, thence by an eight degree curve left twelve hundred and thirteen and eight tenths feet to station eighty seven plus sixty two and six tenths, thence by a three degree twenty minute curve left two hundred and thirty seven and four tenths feet to station ninety thence with a width of thirty five feet on each side of said center line by a three degree twenty minute curve left seven hundred and thirty five and nine tenths feet to station ninety seven plus thirty five and seven tenths thence South fifty five degrees twenty nine minutes West one hundred and eighty and three tenths feet to station ninety nine plus sixteen thence by a seven degree curve right one hundred and twenty seven feet to station one hundred plus forty three on line of land belonging to said Tract containing seven acres and fifty four hundredth of an acre as by maps or plans thereof is hereto annexed. And Whereas the said James Hilton did by his agreement in writing dated the 31st day of July A.D. 1868 agree with the Colebrookdale Rail Road Company aforesaid that in case the said Company should locate and construct their road over and through the lands and premises of the said James Hilton to accept in payment and satisfaction for the lands and premises taken by said Company and for all damages done by the location and construction of the said Railroad or in consequence thereof as aforesaid for the materials taken from said lands and used in the construction of said

RECORDER OF DEEDS 12/15/2008 12:18 FAX 610 278 3008 001

Rail Road Seventy five hundred dollars in bonds of said Company the Railroad Company agreeing to settle with Geo R Clark for any damages to his lands and upon the payment of the said amount by the said Company to execute and deliver to said Company a formal release of all claims or damages. And Whereas the said James Hilton has since the making of his said agreement with the Colebrookdale Railroad Company aforesaid died without having received the said sum of Seventy five hundred dollars in bonds of said Company and without having executed the said formal release of all claim or damages but having made his last Will and Testament dated the 9th day of January A.D. 1871 duly proven and remaining in the Register's Office in and for said County of Montgomery Executrix in Will Book No — Page — wherein said Testator did appoint his wife Margaret Hilton the undersigned sole executrix of his said last Will with power to sell the Real Estate of said decedent at public or private sale and convey the same and generally to do and perform all the rights and duties usually pertaining to an executrix. Now know all men by these presents that I Margaret Hilton Executrix as aforesaid do well for and in consideration of the said Agreement by the said James Hilton in his life time made as aforesaid and of the location and construction of said Rail Road and of the sum of Seventy five hundred dollars in the bonds of the Colebrookdale Railroad Company and interest thereon accrued with me in hand paid by the said the Colebrookdale Rail Road Company at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released quit claimed and forever discharged and by these presents do remise release quit-claim and forever discharge the said the Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatsoever for upon or by reason of their entry upon and taking and occupying the above described piece or parcel of land and the location and construction thereon of the said Rail Road and works connected therewith and also for the materials taken from the said lands and used in the construction of said road. In Witness Whereof I have hereto set my hand and seal this fourteenth day of March A.D. 1873.

Signed Sealed & Delivered in presence of
W. J. Binder. Joseph K. Hilton

Margaret Hilton (Seal)

Montgomery County S.S.

Before me the subscriber a Justice of the Peace in and for said County personally appeared the above named Margaret Hilton Executrix as aforesaid and acknowledged the foregoing Release to be her act and deed to the end that the same might be recorded as such according to law. Witness my hand and seal this fourteenth day of March A.D. one thousand eight hundred and seventy three

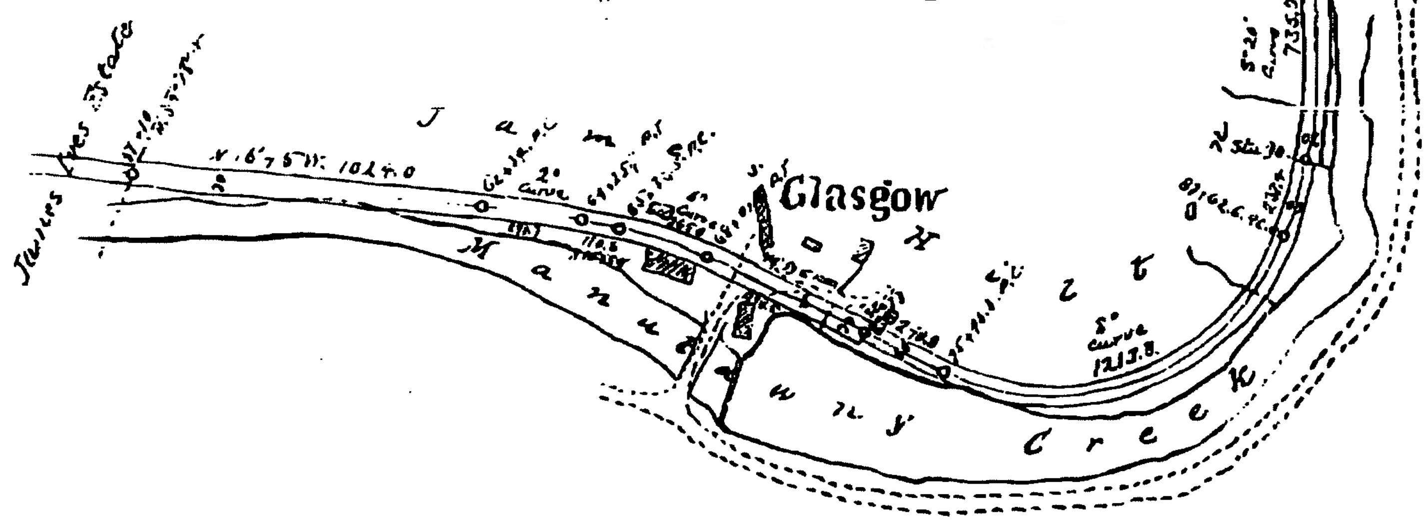
Recorded March 25 1873

D. F. Reinert J.P. (Seal)

RECORDER OF DEEDS 610 DAA 61:21 FAA 610 2008

PLAN

Showing the Property of
James Hilton
In reference to the
Colebrookdale Rail Road



Length 4933 Feet Total Area 7.54 Acres

Scale 400 Ft to 1 Inch.

BK 207 MAP

12/19/2008 12:26 FAX 610 278 3868 RECORDER OF DEEDS

EXHIBIT B – DOCUMENTS THAT CONVEY A FEE SIMPLE INTEREST

BERKS COUNTY

Mahlon H. Focht –Deed dated 1/20/1869 – Book 91, page 641

John Deysher –Deed dated 7/2/1869 – Book 94, page 574

William Binder –Deed dated 11/4/1869 – Book 95, page 522

John Sands, et ux. – Deed dated 11/17/1869 – Book 95, page 622

Peter Burns, et ux. –Deed dated 11/17/1869 – Book 95, page 624

Samuel Reifsnyder –Deed dated 12/4/1869 – Book 95, page 737

Samuel Schaner –Deed dated 12/2/1869 – Book 96, page 7

Joseph Bickel, et ux. –Deed dated 5/26/1871 – Book 104, page 178

Francis M. Weaver, et ux. –Deed dated 7/6/1871 – Book 105, page 60

Harrison Houch, et ux. –Deed dated 6/18/1913 – Book 408, page 282

MONTGOMERY COUNTY

Anna Mary Ives, et al. – Deed dated 5/3/1869 – Book 168, page 349

the said parties of the first part and their heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof by from or under him them or any of them shall and will warrant and forever defend by these presents whereof the said parties of the first part have hereunto set their hands and seals. Dated the day and year first above written

Sealed and delivered in presence of

A B Wanner
Wm B Schwener

Jakob Merget (Seal)

Helena Merget (Seal)

Received the day of the date of the above indenture of the above named the Columbia Building and Savings Association No 2 the sum of one thousand dollars in full of the consideration money therein mentioned

Witness present at signing

A B Wanner
Wm B Schwener

Jakob Merget

Berks County ss The thirteenth day of February A.D. one thousand eight hundred and sixty nine before me an alderman of the City of Reading in and for said County personally appeared the above named Jacob Merget and Helena his wife and in due form of law acknowledged the above indenture to be their act and deed & desired the same might be recorded as such and the said Helena being of full age and separate and apart from her said husband by me thereon privately examined and the full contents of the above deed being by me first made known unto her did thereupon declare and say that she did voluntarily and of her own free will and accord sign seal and as her act and deed deliver the above indenture without any coercion or compulsion of her said husband. Witness my hand and seal the day and year aforesaid

Wm B Schwener Ald. (Seal)

Upon the expiration of the within named Building Association & upon repayment of the money this day loaned unto George Merget to wit seven loans I hereby authorize and direct the within mentioned association to transfer the title to the within described premises unto the said George Merget his heirs or assigns Witness my hand this 13th day of February A.D. 1869

Jakob Merget

Witness A B Wanner

Recorded compared & examined & agreeable this 18th day of February A.D. 1869

Henry Reider
Recorder

Deed

Mahlon H. Focht & wife
to
The Colebrookdale R. R. Co

This Indenture made the twenty sixth day of January in the year of our Lord one thousand eight hundred and sixty nine Between Mahlon H. Focht of Douglass Township Berks County and State of Pennsylvania and Catharine his wife of the one part and The Colebrookdale Rail Road Company of the other part. Witnesseth that the said Mahlon H. Focht and Catharine his wife for and in consideration of the sum of Three hundred dollars in Cash and Two hundred dollars in bonds of The Colebrookdale Rail Road Company lawful money of the United States of America unto them well and truly paid by the said The Colebrookdale Rail Road Company at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the said The Colebrookdale Rail Road Company their successors and assigns All that certain strip or piece of land situate in Douglass Township aforesaid being sixty feet in width or thirty feet on either side of the centre line of the Colebrookdale Rail

11AL MAP 7 PARC 1

DEED BOOK VOL 091

158 + 4 a point formed by the intersection of the centre line of Rail Road with the division line of property between Peter Burns and premises now Mahlon H Focht late A W Levengood thence with a width of thirty feet on each side of said centre line of Railroad on a total width of sixty feet and curving to the left with a three degree fifty minute curve for five hundred and ninety five and one tenth feet to station 163 + 99.1. thence north forty six degrees thirty seven minutes west seventy three and eight tenths feet to station 164 + 62.9 thence curving to the right with a three degree thirty minute curve one hundred and ninety seven and one tenth feet to station 166 + 60 a point on division line between property lately purchased from said Levengood or the ground of the said Mahlon H Focht. Being part of the same premises which Augustus W Levengood and wife by indenture bearing date the fourteenth day of November A D 1868 and intended to be forthwith recorded granted and conveyed to the said Mahlon H Focht in fee. The area of the strip of ground hereinbefore conveyed is one acre and eighteen one hundredth (1.18) acres more or less. Together with all and singular the buildings improvements ways waters and watercourses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of them the said Mahlon H Focht and Catharine his wife in law equity or otherwise howsoever of in and to the same and every part thereof. To have and to hold the said lot or piece of ground hereinbefore described hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances unto the said The Colebrookdale Rail Road Company their successors and assigns to and for the only proper use and behoof of the said The Colebrookdale Rail Road Company their successors and assigns forever. And the said Mahlon H Focht for himself his heirs executors and administrators does by these presents covenant grant and agree to and with the said The Colebrookdale Rail Road Company their successors and assigns that he the said Mahlon H Focht and his heirs all and singular the hereditaments and premises hereinabove described and granted or mentioned and intended so to be with the appurtenances unto the said The Colebrookdale Rail Road Company their successors and assigns against him the said Mahlon H Focht and his heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof shall and will by these presents warrant and forever defend. In witness whereof the said Mahlon H Focht and Catharine his wife have hereunto set their hands and seals. Dated the day and year first above written

Sealed & delivered in presence of
A W Levengood
D. B Manger

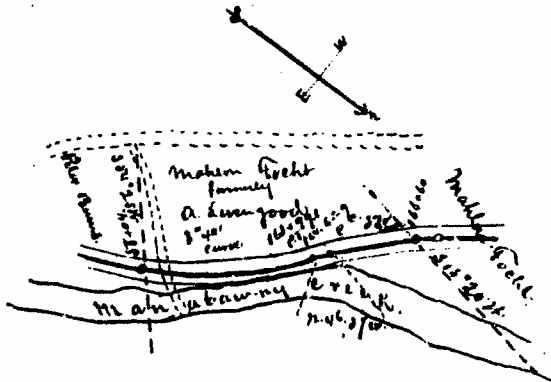
Internal Revenue .50 Stamps .50 Cancelled

Mahlon H Focht (Seal)
Catharine Focht (Seal)

On the 20 day of January Anno Domini 1869 before me D B Manger Esq a justice of the Peace &c and for the County of Berks personally appeared the above named Mahlon H Focht and Catharine his wife and in due form of law acknowledged the above Indenture to be their and each of their act and deed and desired the same might be recorded as such and the said Catharine being of full age and separate and apart from her said husband by me thereon duly examined and the full contents of the above deed being by me first made known unto her did thereupon declare and say that she did voluntarily and of her own free will and accord sign seal and as her act and deed deliver the above Indenture deed or conveyance without any coercion or compulsion of her said husband. Witness my hand and seal the day and year aforesaid

D. B. Manger (Seal)

DEED BOOK VOL 0091



R

Recorded &c upon oath found to agree exactly this 11th day of February A.D. 1869
Henry Rider
Recorder

Deed
Saml L Rhoads wife
to
Augustus Ludwig

This Indenture made the first day of April in the year of our Lord one thousand eight hundred and sixty eight Between Samuel L Rhoads of the City of Reading Berks County and State of Pennsylvania and Annie his wife of the one part and Augustus Ludwig of Amity township Berks County and State aforesaid yeoman of the second part Witnesseth that the said party of the first part for and in consideration of the sum of Eight thousand five hundred dolls ($8500.00) lawful money of the United States of America unto them well and truly paid by the said party of the second part at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the said party of the second part his heirs and assigns All that certain messuage tenement and tract of land situate in Amity township Berks County and State aforesaid Bounded and limited as follows. Beginning at a corner in the Old Philadelphia road and running thence by land of Isaac Eyddin five courses as follows south sixty and three quarter degrees west eight perches to a post south twenty nine degrees west nine perches and three tenths to a stone south sixteen degrees west seventy seven perches and five tenths to a stone north sixty seven and three quarter degrees west thirty eight perches and three tenths to a stone and north nine and a quarter degrees west fifty seven perches to a stone thence by land of Daniel Kerner south seventy and a quarter degrees east sixty eight perches to a stone thence by land of William Yeager north five degrees east fifteen perches and five tenths to a stone north eighty three degrees east five perches and six tenths to a stone south seventy four degrees east eight perches and five tenths to a Cherry tree and south eighty eight degrees east thirty seven perches to a corner in the old road thence up the same north nine and a quarter degrees west fifteen perches and three tenths to a stone north fifty one perches and six tenths to a stone north three and a quarter degrees west thirty one perches and five tenths to a stone north fourteen and a quarter degrees west eight perches to a stone and north twenty eight and three quarter degrees west ten perches and seven tenths to a stone thence by land of Richard Emmerth fifty one and three quarter degrees east eighteen perches and seven tenths to an old tree thence by land of late Henry Matthias deceased north seventeen degrees east thirty five perches and three tenths to a stone thence by land of Ezekiel Rhoads north sixty three

ongrelde the hereditaments and premises herein above described and granted & mentioned and intended so to be with the appurtenances unto the said party of the second part his heirs and assigns against them the said Samuel Schaner & Mary his wife & their heirs & against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof by from or under them or any of them shall and will warrant and forever defend. In witness whereof the said parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed & delivered in presence of us
Joshua Bahr
Wm K Stauffer

Samuel Schaner (Seal)

Mary Schaner (Seal)

Received the day of the date of the above Indenture of the above named John Deysher the sum of two hundred dollars in full of the consideration money therein mentioned

Witness present at signing
Joshua Bahr
Wm K Stauffer

50 Cts Stamp .50

Samuel Schaner

Berks County ss

The 18th day of November Anno Domini one thousand eight hundred and sixty eight before me the subscriber a justice of the Peace in and for said County personally appeared the above named Samuel Schaner and Mary his wife & in due form of law acknowledged the above Indenture to be their and each of their act and deed and desired the same might be recorded as such. And the said Mary being of full age and separate and apart from her said husband by me thereupon privately examined and the full contents of the above deed being by me first made known unto her did thereupon declare and say that she did voluntarily and of her own free will and accord seal and as her act and deed deliver the above Indenture without any coercion or compulsion of her said husband. Witness my hand and seal the day and year aforesaid.

Wm K Stauffer (Seal)

Recorded compared & found to agree exactly this 16th day of July 1869

Henry Reiber

Recorder

Deed
John Deysher wife
to
Colebrookdale R.R. Co

This Indenture made the second day of July in the year of our Lord one thousand eight hundred and sixty nine Between John Deysher of the Borough of Boyertown in the County of Berks and State of Pennsylvania and Elizabeth his wife of the one part and The Colebrookdale Railroad Company of the other part Witnesseth that the said John Deysher and Elizabeth his wife for and in consideration of the sum of fifteen hundred dollars lawful money of the United States of America well and truly paid by the said The Colebrookdale Railroad Company at and before the sealing and delivery

93-529

VAL MAP 17 PARCEL 7

of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the said The Colebrookdale Rail Road Company their successors and assigns All that certain lot or piece of ground situate as which is hereinafter mentioned and situate in the Borough of Boyertown aforesaid Bounded and described as follows to wit. Beginning at a point on the south east building line of Chestnut street a corner of land sold to the said The Colebrookdale Railroad Company by Samuel Schaeffer thence along the said street south forty four degrees thirty seven minutes west one hundred and twenty two feet to a point in Third Street thence south forty six degrees twenty three minutes east crossing the Colebrookdale Railroad ninety nine and five tenths feet to a point distant thirty feet from the center line of said railroad measured at right angles thereto thence in a line parallel with the center line of Railroad and distant thirty feet therefrom north fifty two degrees fifty one minutes east forty feet and five tenths of a foot to a point thence recrossing said railroad north forty six degrees twenty three minutes west eighty and eight tenths feet to a point distant thirty feet from the center line of said railroad measured at right angles thereto thence in a line parallel with said center line and distant thirty feet therefrom north fifty two degrees fifty one minutes east eighty one and eight tenths feet to a point and thence north forty five degrees twenty three minutes west fifty six and four tenths feet to the Place of Beginning Containing one hundred and eighty eight one thousandths of an acre be the same more or less. Being composed of two tracts or pieces of ground both of which Samuel Schaeffer and wife granted and conveyed to the said John Deysher in fee one of them by a deed dated the thirty first day of August A.D. 1861 Recorded at Reading in Deed Book A vol 81 page 703 and the other by deed of the eighteenth day of November A.D. 1868 not yet recorded. Together with all and singular the buildings improvements ways waters water courses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining and the reversion and remainders rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of them the said John Deysher and Elizabeth his wife in law equity or otherwise howsoever of in and to the same and every part thereof To have and to hold the said lot or piece of ground hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances unto the said The Colebrookdale Rail Road Company their successors and assigns to and for the only proper use and behoof of the said The Colebrookdale Rail Road Company their successors and assigns forever. And the said John Deysher for himself his heirs executors and administrators does by these presents covenant grant and agree to and with the said The Colebrookdale Railroad Company their successors and assigns that he the said John Deysher and his heirs all and singular the hereditaments and premises hereinabove described and granted or mentioned and intended so to be with the appurtenances unto the said The Colebrookdale Rail Road Company their successors and assigns against him the said John Deysher and his heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof by from or under him them or any of them shall and will by these presents warrant and forever defend. In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals. Dated the day and year first above written

94-576

Sealed & delivered in presence of
the words "the Colebrookdale Railroad" in
the fifth line of this page being erased before signing

Emma Deysher
Wm K. Stauffer

John Deysher (Seal)

Elizabeth Deysher (Seal)

Received the day of the date of the within or aforegoing Indenture of the within named the Colebrookdale Railroad Company the sum of fifteen hundred dollars being the full consideration money within mentioned

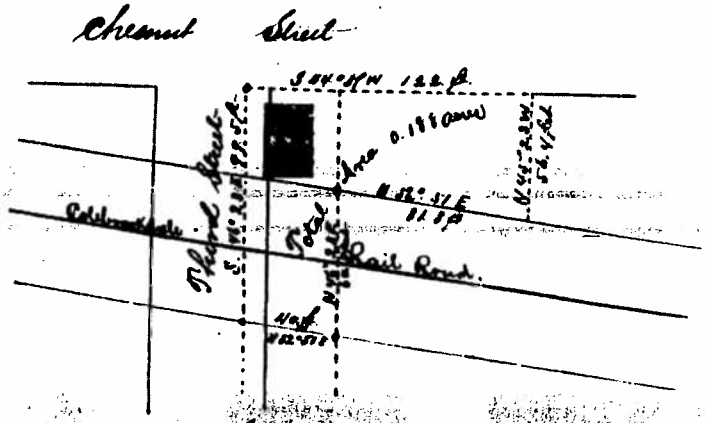
Witnessed at signing
Emma Deysher
Wm K Stauffer

$1.50 U.S. Stamp $1.50

John Deysher

Be it the second day of July Anno Domini 1869 before me the subscriber a Justice of the Peace in and for the County of Berks personally appeared the above named John Deysher and Elizabeth his wife and in due form of law acknowledged the above and within to be their and each of their act and deed and desired the same might be recorded as such and the said Elizabeth being of full age and separate and apart from her said husband by me the Less privately examined and the full contents of the above deed being by me first made known unto her did thereupon declare and say that she did voluntarily and of her own free will and accord sign seal and as her act and deed deliver the above written Indenture deed or Conveyance without any coercion or compulsion of her said husband Witness my hand and seal the day and year aforesaid

Wm K. Stauffer (Seal)



Scale 50 feet to 1 inch.

Recorded compared & found to agree exactly this 16th day of July 1869

Henry Reider
Recorder

Deed
G. A. Nicolls
to
Martin Degnan

This Indenture made the eighteenth day of July in the year of our Lord one thousand eight hundred and sixty eight Between Gustavus A Nicolls of the City of Reading in the County of Berks and State of Pennsylvania of the first part and Martin Degnan of the City of Reading County and State aforesaid of the other part Witnesseth that the said Gustavus A Nicolls for and in consideration of the sum of two hundred

And his wife on being duly form of law acknowledged the above Indenture to be their voluntary and deed and desired that the same might be recorded as such and the said Mary Pumpeny Sullage and separate and apart from her said husband by me thereof privately examined and the full contents of the above deed being by me first made known unto her she did thereupon declare and say that she did voluntarily and of her own free will and accord sign seal and as her act and deed deliver the above Indenture without any coercion or compulsion of her said husband Witness my hand and seal the day and year aforesaid

Matthias Trumbel Alds (Seal)

Recorded compared & found to agree exactly this 5th day of November 1869

Henry Reider

Recorder

25-522

Deed

Wm. Binder wife

to

Colebrookdale R.R. Co.

This Indenture made the tenth day of November in the year of our Lord one thousand eight hundred and sixty nine Between William Binder of the Borough of Boyertown Berks County and State of Pennsylvania and Sarah his wife of the one part and The Colebrookdale Rail Road Company of the other part. Witnesseth that the said William Binder and Sarah his wife for and in consideration of the sum of nine hundred dollars in hands of the said Rail Road Company lawful money of the United States of America unto them well and duly paid by the said The Colebrookdale Railroad Company at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the said The Colebrookdale Railroad Company successors and assigns All that certain lot or piece of ground (a sketch of which is hereon endorsed) situate in the Borough of Boyertown aforesaid bounded and described as follows to wit Beginning at the point marked A on the sketch aforesaid formed by the intersection of the northwardly line of Right of Way of The Colebrookdale Railroad and the northeast side of Second Street distant thirty feet from the centre line of said Railroad measured at right angles thence (1) northeastwardly on a line concentric with the said centre line and distant thirty feet therefrom fifty one feet to a point on the northwest side of Chestnut Street thence (2) along the same north forty four degrees thirty seven minutes east two hundred and thirty one feet to a point distant eighty feet from said centre line thence (3) on a line parallel with the said centre line and distant eighty feet therefrom south fifty two degrees fifty one minutes west fifty three and five tenths feet to a point thence (4) southwestwardly concentric with the centre line of Railroad and distant eighty feet therefrom two hundred and thirty six feet to a point on the northeast side of said Second Street and thence (5) along the same south forty five degrees twenty three minutes east fifty three and five tenths feet to the Place of Beginning Containing one hundred and seventy five one thousandths of an acre Being part of the same premises which Solomon Stetler and wife by Indenture dated the 26th Day of March A.D. 1859 Recorded at Reading in Deed Book A vol 72 page 221 granted and conveyed to the said William Binder in fee. Together with all and singular the buildings improvements woods waters water courses rights liberties privileges hereditaments and appurtenances whatsoever

VAL map 17 PARCEL 2

thereunto belonging or in anywise appertaining and the reversions and remainders rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of them the said William Binder and Sarah his wife in law equity or otherwise howsoever of in and to the same and every part and parcel thereof. To have and to hold the said above described lot or piece of ground hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances unto the said The Colebrookdale Rail Road Company their successors and assigns to and for the only proper use and behoof of the said The Colebrookdale Rail Road Company their successors and assigns forever. And the said William Binder for himself his heirs executors and administrators does by these presents covenant grant and agree to and with the said The Colebrookdale Railroad Co. their successors and assigns that he the said William Binder and his heirs all and singular the hereditaments and premises herein above described and granted or mentioned and intended so to be with the appurtenances unto the said The Colebrookdale Railroad Co. their successors and assigns against him the said William Binder and his heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof by from or under him them or any of them shall and will warrant and forever defend by these presents. In witness whereof the said parties to these presents interchangeably set their hands and seals. Dated the day and year first above written

Sealed & delivered in presence of us

Reuben Dreibelbis

Wm K Slauffer

Wm Binder (Seal)

Sarah Binder (Seal)

Received the day of the date of the within or aforegoing Indenture of the within named The Colebrookdale Railroad Company the sum of one hundred dollars in bond of said Company being the consideration money in full

Witness present

Reuben Dreibelbis

Wm K. Slauffer

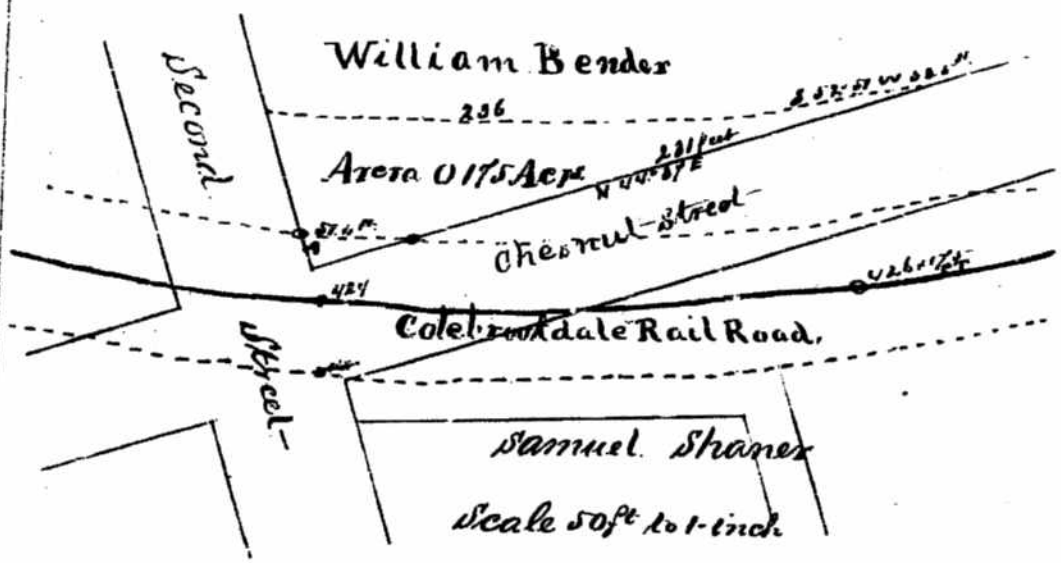
$1.00 U.S. Stamps 1.10

Wm Binder

On the fourth day of November Anno Domini 1869 before me Wm K Slauffer a justice of the Peace in and for the County of Berks personally appeared the above named William Binder and Sarah his wife and in due form of law acknowledged the above Indenture to be their and each of their act and deed and desired the same might be recorded as such and the said Sarah being of full age and separate and apart from her said husband by me the said Justice privately examined and the full contents of the above deed being by me first made known unto her did thereupon declare and say that she did voluntarily and of her own free will and accord sign seal and as her act and deed deliver the above written Indenture deed or Conveyance without any coercion or compulsion of her said husband. Witness my hand and seal the day and year aforesaid

Wm K Slauffer (Seal)

95-524



Recorded. Compared & found to agree exactly this 5th day of November 1869
Henry Reider
Recorder

Deed
John Berger & wife
to
John Liess

This Indenture made the twenty eighth day of February in the year of our Lord one thousand eight hundred and fifty one Between John Berger of the Township of Upper Tulpehocken County of Berks and State of Pennsylvania yeoman and Catharine his wife of the one part and John Liess of the Township County and State aforesaid of the other part. Witnesseth that the said John Berger and Catharine his wife for and in consideration of the sum of two hundred and seventy three dollars and thirty eight cents lawful money of the United States of America to them well and truly paid by the said John Liess at and before the ensealing and delivery hereof the receipt whereof they do hereby acknowledge and therefrom do acquit and forever discharge the said John Liess and his heirs executors and administrators by these presents have granted bargained sold aliened enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the the said John Liess and to his heirs and assigns All that certain messuage tenement piece or tract of wood land lying and being in the Township of Bethel County of Berks State of Pennsylvania. Bounded and described as follows to wit. Beginning at a stone late land of George Lechner thence by the same north thirteen degrees & a half west thirty five perches and three tenths to a stone thence by the same north thirteen degrees and a half west fifty perches to a stone thence by land of H P Robison & Co south seventy five degrees west thirty three perches and five tenths to a stone thence by land of John Berger south thirteen degrees and a half east eighty five perches to a stone thence by land of David Richow & Fisherman north sixty seven degrees east thirty seven perches and three tenths to the Public Road

Deed
John Sands & wife
to
Colebrookdale R.R. Co.

This Indenture made the seventeenth day of November in the year of our Lord one thousand eight hundred and sixty nine Between John Sands of the township of Douglass in the County of Berks and State of Pennsylvania and Mary his wife of the one part and The Colebrookdale Rail Road Company of the other part Witnesseth that the said John Sands and Mary his wife for and in consideration of the sum of one hundred dollars in a bond of the said Railroad Company lawful money of the United States of America unto them well and truly paid by the said The Colebrookdale Railroad Company at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the said The Colebrookdale Railroad Company their successors and assigns. All that certain lot or piece of ground a sketch of which is hereon endorsed situate in Douglass Township aforesaid bounded and described as follows to wit Beginning at station one hundred and thirty two a point in the centre line of The Colebrookdale Railroad Company thence south fifty six degrees ten minutes west eighty three feet to a point thence northwestwardly concentric with the centre line of railroad and distant eighty three feet therefrom along other ground of the said John Sands ninety seven feet to a point thence in a line parallel with the centre line of railroad and distant eighty three feet therefrom north thirty one degrees eighteen minutes west six hundred and forty one and eight tenths feet to a point thence still northwestwardly along the same concentric with the said centre line and distant eighty three feet therefrom ninety six feet to a point on line of land belonging to Peter Burns about to be conveyed to the said Railroad Company thence along said last mentioned line north sixty one degrees twenty five minutes east eighty three feet to a point at station one hundred and forty plus twenty six of the said Centre line and thence along the same southeastwardly eighteen hundred and twenty six feet to the Place of Beginning Containing exclusive of ground heretofore released one acre three perches or less Being part of the same premises which John Fritz and wife by indenture dated the seventeenth day of March A.D. 1868 recorded at Reading in Deed Book A vol 37 page 470 granted and conveyed to the said John Sands in fee Together with all and singular the buildings improvements ways waters water courses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of them the said John Sands and Mary his wife in law equity or otherwise howsoever of in and to the same and every part thereof. To have and to hold the said lot or piece of ground hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances unto the said The Colebrookdale Rail Road Company their successors and assigns to and for the only proper use and behoof of the said The Colebrookdale Railroad Company their successors and assigns forever And the said John Sands for himself his heirs executors and administrators does by these presents covenant grant and agree to and with the said The Colebrookdale Railroad Company their successors and assigns that they

5' 622

VAL MAP 6 PARCEL 1

the said John Sands and his heirs all and singular the hereditaments and premises herein above described and granted or mentioned and intended so to be with the appurtenances unto the said The Colebrookdale Railroad Company their successors and assigns against him the said John Sands and his heirs and against all and every other person or persons who shall or may lawfully claiming or to claim the same or any part thereof by from or under him them or any of them shall and will by these presents warrant and forever defend. In witness whereof the said parties to these presents have interchangeably set their hands and seals. Dated the day and year first above written

Sealed & delivered in presence of
Thos G Rutter
Robert H Hobart

John Sands (Seal)

Mary ann Sands (Seal)

Received the day of the date of the within and foregoing indenture of the within named The Colebrookdale Railroad Company the full consideration before mentioned

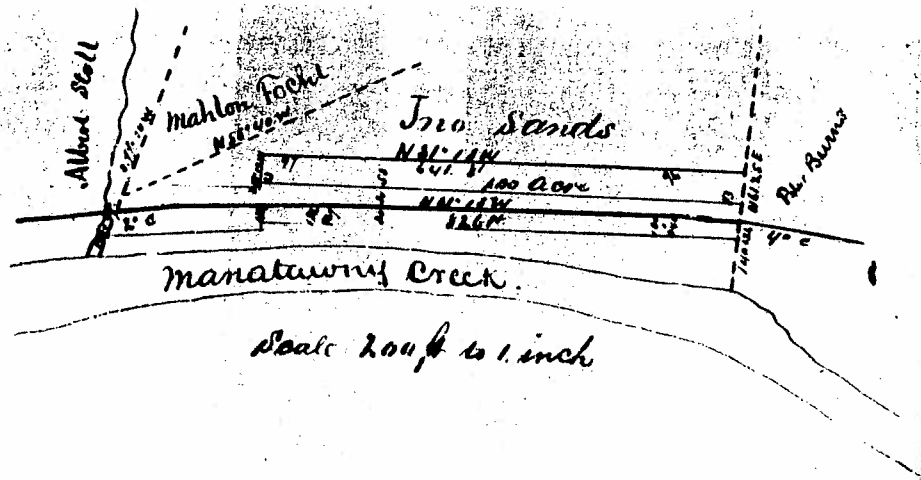
Witness at signing
Thos G Rutter
Robert H Hobart

$1.50 U.S. Stamps

John Sands

On the seventeenth day of November Anno Domini 1869 before me a Justice of the Peace in and for the County of Montgomery personally appeared the above named John Sands and Mary his wife and in due form of law acknowledged the above indenture to be their and each of their act and deed and desired the same might be recorded as such and the said Mary being of full age and separate and apart from her said husband by me the[re]in privately examined and the full contents of the above deed being by me first made known unto her did thereupon declare and say that she did voluntarily and of her own free will and accord sign seal and as her act and deed deliver the above written indenture deed or conveyance without any coercion or compulsion of her said husband. Witness my hand and seal the day and year aforesaid

Thos. G Rutter J P (Seal)



Recorded compared & found to agree exactly this 23rd of November 1869

Henry Biddle
Recorder

Deed
Peter Burns wife
To
Colebrookdale R.R. Co.

This Indenture made the [illegible] day of November in the year of our Lord one thousand eight hundred and sixty nine Between Peter Burns of Douglass Township Berks County and State of Pennsylvania and Mary his wife all of the one part and the Colebrookdale Railroad Company of the other part. Witnesseth that the said Peter Burns and Mary his wife for and in consideration of the sum of ninety dollars lawful money of the United States of America unto them well and truly paid by the said The Colebrookdale Railroad Company at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the said The Colebrookdale Railroad Company their successors and assigns All that certain lot or piece of ground (a sketch of which is hereon endorsed) situate in Douglass township aforesaid bounded and described as follows to wit Beginning at station one hundred and forty plus twenty on the point formed by the intersection of the centre line of railroad and division line of property between John Sands about to be conveyed to The Colebrookdale Railroad Company and the said Peter Burns thence along said line south sixty one degrees twenty five minutes west one hundred and thirty feet to a point thence along other land of the said Peter Burns northwardly concentric with the centre line of Railroad and distant one hundred and thirty feet therefrom four hundred and fifty one feet to a point thence still along the same north seventy eight degrees fifty one minutes east one hundred and thirty feet to station one hundred and forty four plus thirty nine on said centre line and thence along said centre line in a southwardly direction four hundred and thirteen feet to the Place of Beginning Containing exclusive of ground heretofore released one acre more or less Being part of the same premises which William Arms wife Zacharias Bush and wife by indenture bearing date the [illegible] day of [illegible] A D 1858 not yet recorded but intended to be granted and conveyed to the said Peter Burns in fee Together with all and singular the buildings improvements ways waters water courses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of them the said Peter Burns and Mary his wife and in law equity or otherwise howsoever of in and to the same and every part thereof To have and to hold the said lot or piece of ground above described hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances unto the said The Colebrookdale Railroad Company their successors and assigns to and for the only proper use and behoof of the said The Colebrookdale Railroad Company their successors and assigns forever And the said Peter Burns for himself his heirs executors and administrators do by these presents covenant grant and agree to and with the said The Colebrookdale Railroad Company their successors and assigns that he the said Peter Burns his heirs all and singular the hereditaments and premises herein above described and granted or mentioned and intended so to be with the appurtenances unto the said The Colebrookdale Railroad Company their successors and assigns

25 & 27

UAL MAP 6 PARCEL 3

against/ unthe said Peter Burns his heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof by from or under him them or any of them shall and will warrant and forever defend by these presents. In witness whereof the said parties to these presents interchangeably set their hands and seals. Dated the day and year first above written

Sealed & delivered in presence of us
Thos Ls. Rutter
Robert H. Hobart

Peter Burns (Seal)

Mary her x mark Burns (Seal)

Received the day of the date of the within or aforegoing indenture of the within named The Colebrookdale Railroad Company the sum of ninety dollars being the consideration money within mentioned in full

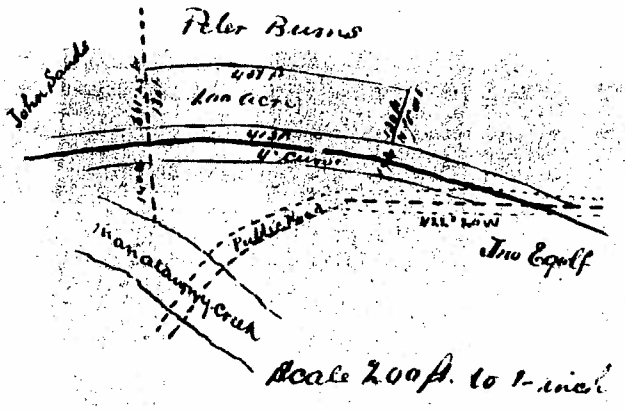
Witnesses
Thos Ls Rutter
Robert H. Hobart

50 U.S. Stamp 50

Peter Burns.

On the seventeenth day of November Anno Domini 1869 before me a justice of the Peace in and for the County of Montgomery personally appeared the above named Peter Burns and Mary his wife and in due form of law acknowledged the above Indenture to be their and each of their act and deed and desired the same might be recorded as such and the said Mary being of full age and separate and apart from her said husband by me thereon privately examined and the full contents of the above deed being by me first made known unto her did thereupon declare and say that she did voluntarily and of her own free will and accord sign seal and as her act and deed deliver the above written Indenture deed or conveyance without any coercion or compulsion of her said husband. Witness my hand and seal the day and year aforesaid.

Thos G Rutter J.P. (Seal)



Scale 200 P. to 1 inch

Recorded compared & found to agree exactly this 23d day of November 1869

Henry Reiser
Recorder

might be recorded as such according to Law And the said Juelma being of full age and seperate and apart from her said husband by me thereon privately examined and the full contents of the above deed being by me first made known unto her did thereupon declare and say that she did voluntarily and of her own free will and accord sign seal and as her act and deed deliver the above indenture without any coercion or compulsion of her said husband. In Witness my hand and seal the day and year aforesaid.

Henry Breneg [Seal]

Recorded Compared & found to agree exactly this 11 day of Dec. A.D. 1869

Daniel Kemmerl
Recorder

95-137

Deed

Samuel Reifsnyder
to
Colebrookdale Rail Road Co.

This Indenture made the fourth day of December in the year of our Lord one thousand eight hundred and sixty nine, Between Samuel Reifsnyder of the township of Pottsgrove in the County of Montgomery and State of Pennsylvania of the one part. And the Colebrookdale Rail Road Company of the other part Witnesseth that the said Samuel Reifsnyder for and in consideration of the sum of One thousand dollars lawful money of the United States of America, unto him well and truly paid by the said the Colebrookdale Rail Road Company, at and before the sealing & delivery of these presents, the receipt whereof is hereby acknowledged Has granted, bargained, sold, aliened, enfeoffed released and confirmed and by these presents Does grant bargain sell, alien enfeoff release and confirm unto the said The Colebrookdale Rail Road Company their successors and assigns. All that certain strip or piece of ground (marked A on indorsed sketch) situate in Pottsgrove township Berks County and state aforesaid described as follows (viz): Beginning at a point distant eighty feet from station Three hundred and thirty two in the centre line of the Colebrookdale Rail Road, measured along a line bearing north thirty five degrees twenty five minutes west thence in a road measured along a line bearing north thirty five degrees twenty five minutes west thence in a north Easterly direction Concentric with the said Centre line and distant eighty feet through six hundred and sixty feet to a point distant eighty feet from station Three hundred and thirty nine thence South sixty three degrees twenty five minutes East fifty feet to a point distant thirty feet from the last named station thence Southwardly Concentric with the Centre line of Railroad and distant thirty feet therefrom six hundred and eighty three feet to a point distant thirty feet from station Three hundred and thirty two before mentioned and thence north thirty five degrees twenty five minutes west fifty feet to the place of beginning. Containing seven hundred & seventy one one thousand of an Acre more or less. Also another strip or piece of ground marked B in sketch aforesaid situate in Pottsgrove township aforesaid bounded and described as follows (viz): Beginning at a point in the Eastern side line of Right of way of said

VAL MAP 13 PARCEL 3
13
4

Rail road distant thirty feet from station Three hundred and thirty six in centre line thereof measured along same South forty seven degrees twelve minutes East thence south forty seven degrees twelve minutes East seventy three feet to a point on the north westerly side of the Mill race thence in a north eastwardly direction along said mill race six hundred and twenty three feet to a point in line of land belonging to Samuel Leaver thence along the same north forty six degrees twenty five minutes west one hundred & forty three feet to a point on line of right of way before mentioned thence in a line parallel with the centre line of Rail Road and distant thirty feet therefrom south twenty one degrees thirty one minutes west One hundred feet to a point thence still southwestwardly concentric with the said right line & distant thirty feet therefrom four hundred and thirty six feet to the place of beginning. Containing one acre & four hundred and seven one thousandth of an acre more or less. Being part of the same premises which George Gresh unto by Indenture dated the second day of April A.D. 1832 Recorded at Pendleton in Deed book A Vol 40 page 117. granted & conveyed to Peter Moser unto. and the said Peter Moser unto by assignment endorsed dated the 29 day of March A.D. 1839 Conveyed the same to their son Jacob Moser who with Sabina his wife by deed of the second day of April A.D. 1841 not yet recorded but intended to be granted & conveyed to the said Samuel Reffenyder his heirs & assigns forever. Together with the right of laying and forever maintaining on under and through a certain strip of the said Reffenyders land extending from the point marked C on the said plan & annexed hereto in a northeastwardly direction to the point marked D, on line dividing lands of said Reffenyder from those of Swadlinger and Company and lotted Yellow on Plot said and as many pipes as the said Rail Road Company may deem necessary for conveying all the water they may require for the station of said Company and of entering upon the premises through which said pipes may be laid without molestation or hinderance on the part of the said Samuel Reffenyder his heirs or assigns whenever it may be necessary to repair alter or renew the same. Together with all and singular the buildings improvements ways waters watercourses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders rents issues & profits thereof and all the estate right title interest property claim and demand whatsoever of him the said Samuel Reffenyder in law equity or otherwise howsoever of in and to the same and every part thereof To have and to hold the said strips or pieces of land hereditaments and premises hereby granted or mentioned and intended to be with the appurtenances unto the said The Catbrookdale Rail Road Company their successors & assigns to and for the only proper use and behoof of the said The Catbrookdale Rail Road Company their successors and assigns forever. And the said

Samuel Reifsnyder for himself his heirs executors and administrators do by these presents Covenant grant and agree to and with the said The Hebronsdale Rail Road Company their successors and assigns that he the said Samuel Reifsnyder and his heirs all and singular the hereditaments & premises herein above described and granted & mentioned and intended so to be with the appurtenances unto the said The Hebronsdale Rail Road Company their successors and assigns against him the said Samuel Reifsnyder and his heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof by from or under him them or any of them shall and will warrant and forever defend. In witness whereof the said parties to these presents interchangeably set their hands and seals Dated the day & year aforesaid.

Sealed & delivered in presence of

Joseph Reifsnyder
Samuel G Reifsnyder

Samuel [illegible] Reifsnyder (Seal)

Elizabeth [illegible] Rickel
Mary Ann [illegible] Rickel
Thos. G. Fuller
Robert [illegible] Hobbert

Received the day of the date of the within or aforegoing Indenture of the within named The Hebronsdale Rail Road Company the sum of One thousand dollars being the full Consideration money therein mentioned.

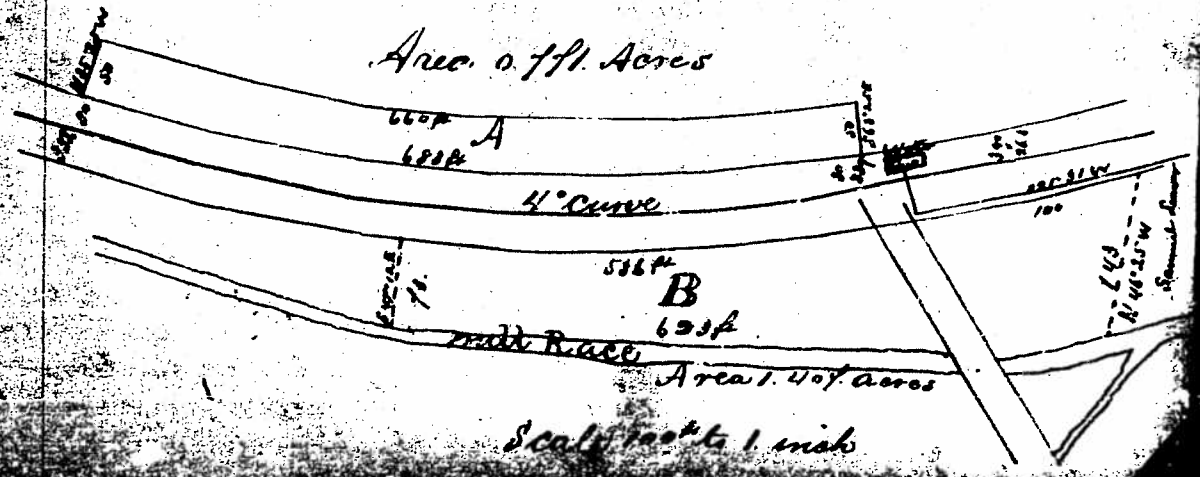
Joshua Reifsnyder
Samuel G Reifsnyder
Thomas G. Fuller
Robert W. Hobert

[illegible] R
[illegible]

Samuel [illegible] Reifsnyder

On the Fourth day of December A.D. 1869 before me a Justice of the Peace in and for the County of Montgomery personally appeared the above named Samuel Reifsnyder and in due form of law acknowledged the foregoing Indenture to be his act & deed and desired the same may be recorded as such. Witness my hand and seal the day and year aforesaid.

Thos G Fuller J P (Seal)



Deed

Samuel Shaner wife

to

The Elcorondale Rail Road Co.

This Indenture Made the Second day of December in the year of our Lord One thousand eight hundred and sixty nine. Between Samuel Shaner of the Borough of Bryerstown in the County of Berks and State of Pennsylvania and Mary his wife of the one part and The Elcorondale Rail Road Company of the other part. Witnesseth that the said Samuel Shaner and Mary his wife for and in consideration of the sum of Four thousand three hundred and fifty dollars which sum of twenty seven hundred dollars is the bond of the said Rail Road Company and sixteen hundred and fifty dollars is in lawful money of the United States of America unto them well and truly paid by the said The Elcorondale Rail Road Company at and before the sealing & delivery of these presents the receipt whereof is hereby acknowledged Have granted bargained sold aliened released and confirmed and by these presents do grant bargain sell alien release and confirm unto the said The Elcorondale Rail Road Company their successors and assigns, All that certain Lot or piece of ground a sketch of which is hereon endorsed situate in the Borough of Bryerstown aforesaid bounded and described as follows to wit: Beginning at a point marked A, on sketch aforesaid at the corner of Chesnut Street and a certain twenty feet wide alley, thence along said alley south forty four degrees twenty three minutes East One hundred and fifty seven feet to the corner of this and another twenty feet wide alley not yet opened thence along the north west side of last mentioned alley north forty four degrees thirty seven minutes East three hundred and eighty nine feet to the north Eastwardly side of Third Street thence along the same south forty five degrees twenty three minutes East One hundred and seventy feet to the northwardly side of Washington Street thence along the same north forty four degrees thirty seven minutes East three hundred and fifty six feet to the South west side of a certain alley thence along the same north thirty nine degrees minutes west One hundred and seventy three feet to a point distant thirty feet from the center line of The Elcorondale Rail Road thence in a line parallel with the center line of Rail Road and distant thirty feet therefrom south sixty two degrees fifty one minutes west forty three feet to a point thence crossing the said Rail Road and also land of Elwood Dickinson north forty five degrees twenty three minutes west One hundred and forty eight feet to the south East side of Chesnut Street thence along the same south forty four degrees thirty seven minutes west two hundred and twenty two feet to a point on line of the same south forty four degrees twenty three minutes East fifty six and five tenths feet to a point distant thirty feet from the said Center line thence in a line parallel with the Center line of Rail Road and distant thirty feet therefrom south fifty two degrees fifty one minutes west eighty one and eight tenths feet to a point thence crossing the said Rail Road south forty four degrees twenty three minutes East

VAL MAP 17 PARCEL 4
5, 6, 9, 10, 15, 16
17

with the centre line of Rail Road and distant thirty feet therefrom South fifty two degrees fifty one minutes west four and five tenths to a point. thence north forty six degrees twenty three minutes west ninety nine and five tenths feet to a point on Chesnut Street and thence along the same South forty four degrees thirty seven minutes west three hundred and fifty eight feet to the place of beginning Containing Three acres and seven hundred and eighty two one thousandths be the same more or less. Also all that certain lot or piece of ground situate in the Borough of Boyertown aforesaid bounded and described as follows to wit; Beginning at a point marked A on a stake thereon fixed formed by the intersection of the North Eastwardly side of Philadelphia Avenue with the north westwardly line of Right of way of the Colebrookdale Rail Road distant thirty feet from the said Centre line measured along said Avenue, thence along said Avenue South forty nine degrees two minutes East one Hundred and twenty feet to a point thence north fifty degrees fifty eight minutes East two hundred and forty five and four tenths feet to a point thence north thirty nine degrees two minutes west fifty one and eight tenths feet to a point distant thirty feet from the centre line of Railroad, thence in a line parallel with the centre line of Rail Road and distant thirty feet therefrom north fifty two degrees fifty one minutes East eighty two feet to a point on the southwestwardly side of Fourth street thence along the same north forty seven degrees seven minutes west sixty and five tenths feet to a point and thence in a line parallel with the centre line of Rail road and distant thirty feet therefrom south fifty two degrees fifty one minute west two hundred and ninety nine feet to the place of beginning. Containing Seven hundred and thirty two one thousandths of an acre more or less. The greater portion of the lot before described and parcel of a larger tract of land which Christian Schaner dec'd by his last will & testament in writing dated the 30 day of Sept. A.D. 1847 and same decease duly proved did give and devise unto his son the said Samuel Schaner and the remainder a small lot on the south side of Rail Road and East of Fourth street being the same which John Dougher and wife by Indenture dated Nov 18 A.D. 1868 Recorded at Reading in Deed book A Vol 9 2 page 498. granted & conveyed to the said Samuel Schaner in fee. Together with all and singular the buildings improvements ways waters water courses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of them the said Samuel Schaner and Mary his wife in law equity or otherwise howsoever of in and to the same and every part thereof. To have and to hold the said lots or pieces of ground hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances unto the said The Colebrookdale Railroad Company their successors and assigns to and for the only proper use and behoof of the said The Colebrookdale Railroad Company their successors and assigns. And the said Samuel Schaner for himself his heirs executors and administrators doth covenant grant and agree to and with

that he the said Samuel Schaner and his heirs all and singular the hereditaments and premises herein above described and granted or mentioned and intended so to be with the appurtenances unto the said The Colebrookdale Railroad Company their successors and assigns against him the said Samuel Schaner and his heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof by from or under him them or any of them shall and will by these presents warrant and forever defend. In witness whereof the said parties to these presents interchangeably set their hands and seals. Dated the day and year first above written

Sealed & delivered in the presence of
the words five forty five and four on eleventh line
from top of second page written on an erasure
before signing H B Boyer
Wm K Stauffer

Samuel Schaner (Seal)

Mary Schaner (Seal)

Received the day of the date of the within or aforegoing indenture of the within named The Colebrookdale Railroad Company the sum of four thousand three hundred and fifty dollars of which twenty seven hundred dollars is in the bonds of the said Railroad Company and sixteen hundred and fifty dollars in money being the full consideration money before mentioned

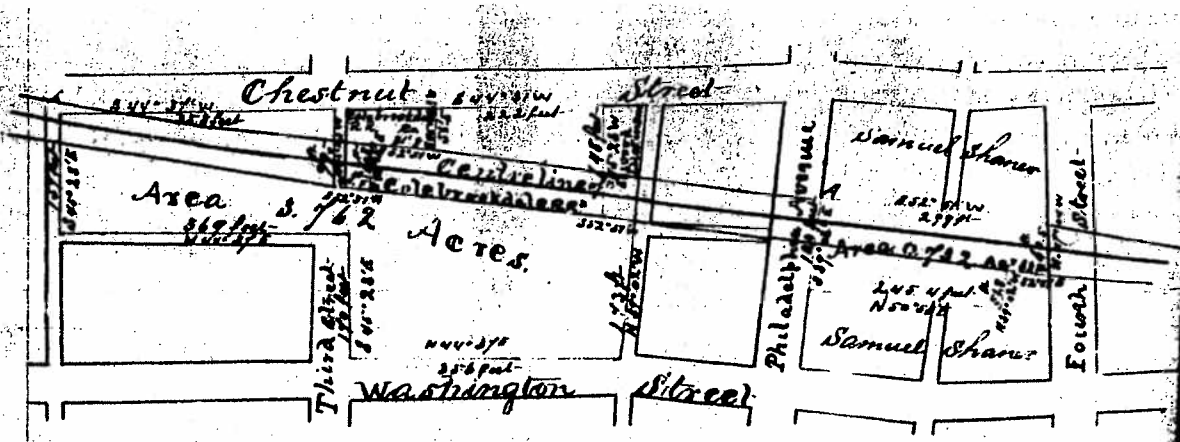
Witnesses at signing
H. B. Boyer
Wm K Stauffer

$4.50 U.S. Stamp Cancelled

Samuel Schaner

On the second day of December Anno Domini 1869 before me the subscriber a justice of the Peace in and for the County of Berks personally appeared the above named Samuel Schaner and Mary his wife and in due form of law acknowledged the above indenture to be their and each of their act and deed and desired the same might be recorded as such and the said Mary being of full age and separate and apart from her said husband by me thereon privately examined and the full contents of the above deed being by me first made known unto her she did thereupon declare and say that she did voluntarily and of her own free will and accord sign seal and as her act and deed deliver the above written indenture deed or conveyance without any coercion or compulsion of her said husband. Witness my hand and seal the day and year aforesaid

Wm K Stauffer (Seal)



Scale 150 feet to 1 inch

Recorded conformed & found to agree exactly this 11 day of December A.D.

Deed,
Joseph Pickel & wife,
to
The Colebrookdale Rail Road Company.

104-178

This Indenture made the Twenty-sixth day of May in the year of our Lord one thousand eight hundred and seventy one Between Joseph Pickel and Mary Ann his wife of the one part of Douglass Township Berks County, Pennsylvania and The Colebrookdale Rail Road Company of the other part, Witnesseth: that the said parties of the first part for and in consideration of the sum of One hundred dollars, lawful money of the United States of America, unto them well and truly paid by the said parties of the second part at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said parties of the second part their successors and assigns, All the right title and interest of them the said parties of the first part in and to the following described pieces of ground situate in Douglass Township aforesaid. One of them Beginning at a point distant 80 feet from station 382 on the centre line of said Railroad measured along a line bearing N35° 25' W. thence in a North Eastwardly direction concentric with the said centre line and distant 80 feet therefrom 660 feet to a point distant 80 feet from station 389, thence S68° 25' E 50 feet to a point distant 80 feet from last named station thence South Westwardly concentric with the centre line of Railroad and distant 30 feet therefrom 683 feet to a point distant 80 feet from station 382 and thence N35° 25' W 50 feet to the place of beginning containing Seven hundred and seventy one (771) thousandths of an acre and the said strip (marked A on endorsed plot) And the other of them (marked B on endorsed plot) Beginning at a point on the South Eastwardly line of the Right of Way of said Rail Road distant 30 feet from station 636 on centre line thereof measured along a line bearing S47° 12' E thence S47° 12' E 73 feet to a point on the North Westwardly side of the Mill Race thence in a North Eastwardly direction along said Mill Race 628 feet to a point on line of land belonging to Samuel Leaver, thence along the same N46° 25' W 143 feet to a point on line of Right of Way before mentioned thence in a line parallel with the centre line of Railroad and distant 30 feet therefrom S21° 31' W 100 feet to a point thence still South Westwardly concentric with the said centre line and distant 30 feet therefrom 536 feet to the place of beginning, Containing One acre and four hundred and seven thousandths. Together with all and singular the buildings, improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining and the reversions and remainders rents issues

VAL MAP 13 PARCEL 3

and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them the said Joseph Bickel and in law, equity or otherwise howsoever, of, in, and to the same and every part thereof; To have and to hold the said Lot or piece of ground hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances unto the said The Colebrookdale Railroad Company, their successors and assigns, to and for the only proper use and behoof of the said The Colebrookdale Railroad Company their successors and assigns forever. And the said Joseph Bickel and Mary Ann his wife for themselves their heirs, executors and administrators, do by these presents, covenant, grant and agree to and with the said Railroad Company, their successors and assigns, that they the said Joseph Bickel and Mary Ann his wife and their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned and intended so to be with the appurtenances, unto the said The Colebrookdale Railroad Company their successors and assigns, against them the said Joseph Bickel and Mary Ann his wife and their heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by from or under him, them or any of them shall and will by these presents warrant and forever defend. In witness whereof, the said parties to these presents interchangeably set their hands and seals, dated the day and year first above written.

Sealed and delivered in the predence of Us,
Jacob Fegely Jr.,
Thos G. Rutter,

Joseph Bickel, (Seal)
Mary Ann her X mark Bickel. (Seal)

Received the day of the date of the within or aforegoing Indenture, of the within named The Colebrookdale Rail Road Company, the sum of One hundred dollars being the full consideration money within mentioned.

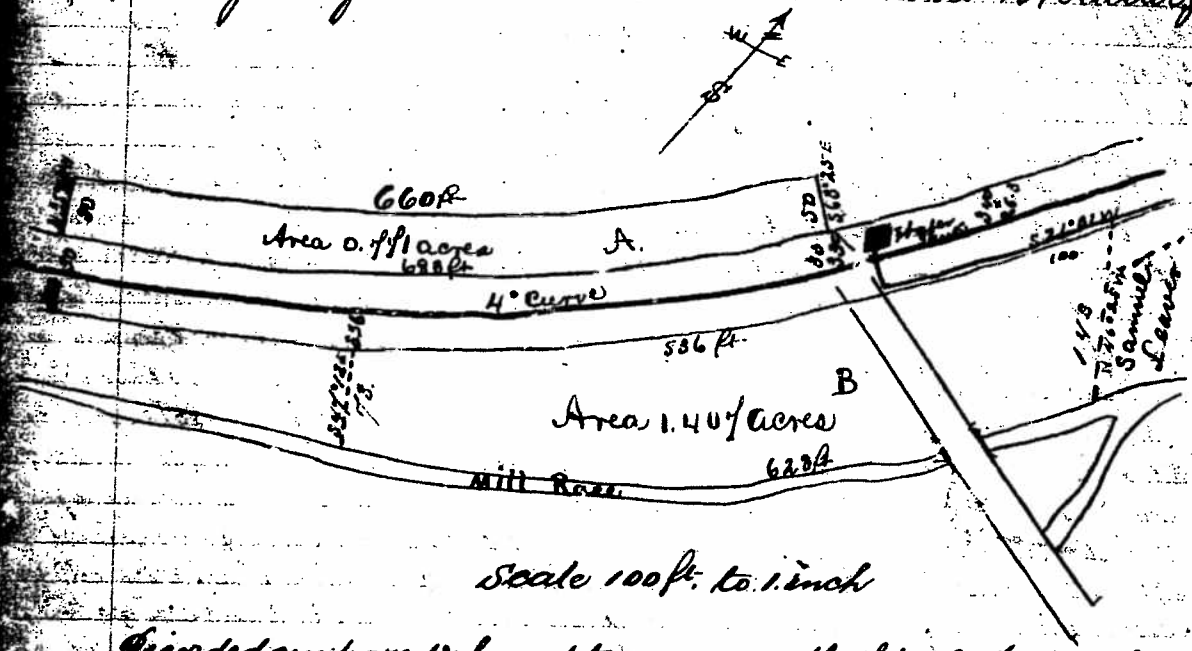
Witnesses at signing.
Jacob Fegely Jr.
Thos G. Rutter.

50 cents U. S. I. R. Stamp.

Joseph Bickel.

On the Twenty-sixth day of May Anno Domini 1871 before me personally appeared the above named Joseph Bickel and Mary Ann his wife and in due form of law acknowledged the above Indenture to be their and each of their act and deed, and desired the same might be recorded as such; and the said Mary Ann, being of full age, and separate and part from her said husband by me thereon privately examined, and the full contents of the above deed being by me first made known to her did thereupon declare and say that she did voluntarily and of her own free will and accord, sign, seal and as her act and deed, deliver the above written Indenture Deed, or Conveyance, without any coercion or compulsion of her said husband. Witness my hand and seal

and year aforesaid. Thos G. Rutter (L.S.)



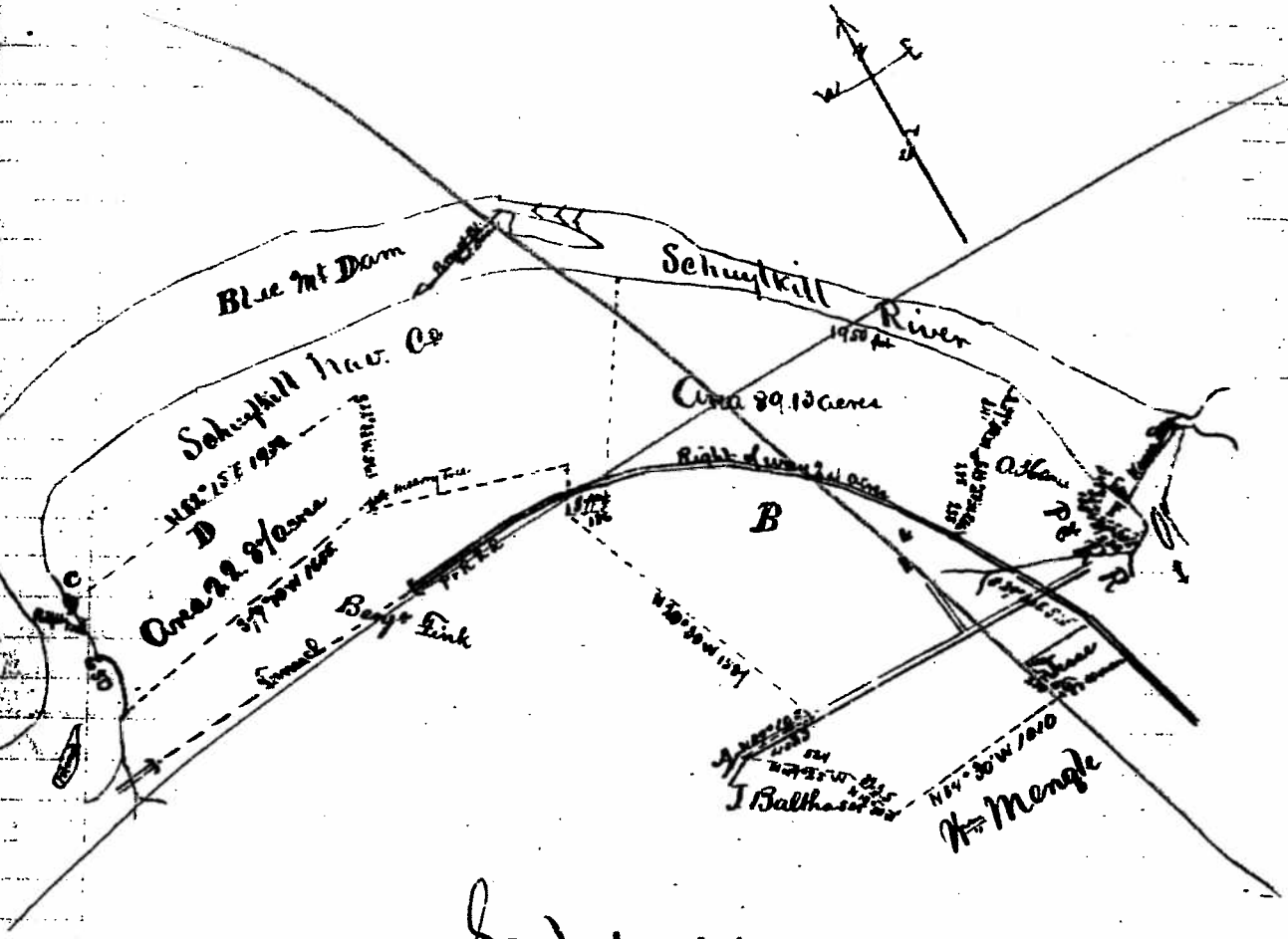
Recorded compared & found to agree exactly this 22nd day of June A.D. 1871.

Daniel Hummel
Recorder

Deed

Oliver R. Dehart & wife.
to
Benjamin H. Markley.

This Indenture made the third day of October in the year of our Lord, one thousand eight hundred and seventy, Between Oliver R. Dehart of the City of Reading in the County of Berks and State of Pennsylvania and Caroline his wife parties of the first part and Benjamin H. Markley of the same place party of the second part. Witnesseth, that the said parties of the first part, for and in consideration of the sum of Eight hundred and sixty seven dollars, less the liens now on the one third of the following premises, lawful money of the United States of America, unto them well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said party of the second part, his heirs and assigns, their one equal undivided third part part of all that certain lot or piece of ground with the Hat Factory and other buildings erected thereon situate on the South side of Chestnut Street between Tenth and Eleventh Streets in the City of Reading aforesaid bounded Northwardly by said Chestnut Street, Eastwardly by property of Henry Schmidt Southwardly by Corn Alley and Westwardly



Scale 100ft to 1 inch

Recorded compared & found to agree exactly this 17th day of May 1871

Daniel Hummel

Recorder

165-60

Deed

Francis M Weaver & wife

to

Colebrookdale Rail Road Company

This Indenture made the sixth day of July in the year of our Lord one thousand eight hundred and seventy one Between Francis M Weaver of Blainsville Luzerne County Pennsylvania and Mary his wife of the one part and the Colebrookdale Rail Road Company of the other part. Witnesseth that the said Francis M Weaver and Mary his wife for and in consideration of the sum of seventy five dollars lawful money of the United States of America to them well and truly paid by the said Rail Road Company at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the said Rail Road Company their successors and assigns All that certain tract of land situate in Douglass Township Berks County and State aforesaid Bounded and described as follows to wit: Beginning at a post on the West side of Conestoga Creek and running thence by land of Samuel Reifsnyder South seventy eight and one quarter degrees -

VAL MAP 14 PARCEL 1

West eight perches to a post. Thence North five and one half degrees West Thirteen and five tenths perches to a post. Thence North three degrees West seventeen and five tenths perches to a stone. Thence by Land now held by Brandlinger and Company South twenty five and three quarter degrees East sixteen perches and seven tenths to a post. Thence South ten and three quarter degrees East Fourteen and six tenths perches to the place of Beginning. Containing one hundred and fifty seven perches. Being the same premises which William H. Weaver and wife by indenture dated the 13th day of March A.D. 1869 not yet recorded granted and conveyed to the said Francis M. Weaver in fee. Together with all and singular the Buildings. Improvements woods waters. water courses rights. liberties. privileges. hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders rents issues and profits thereof: and all the estate. right. title. interest. property. claim. or demand whatsoever of them the said Francis M. Weaver and Mary his wife in law. equity. or otherwise howsoever of in and to the same and every part thereof. To have and to hold the said Tract or piece of ground. hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances unto the said The Colebrookdale R. R. Co. their successors and assigns to and for the only proper use and behoof of the said The Colebrookdale R. R. Co their successors and assigns forever. And the said Francis M. Weaver for himself his heirs executors and administrators. does by these presents covenant grant and agree to and with the said The Colebrookdale R. R. Co. their successors and assigns that he the said Francis M. Weaver and his heirs all and singular the hereditaments and premises herein above described and granted or mentioned and intended so to be with the appurtenances unto the said The Colebrookdale R. R. Co. their successors and assigns against him the said Francis M. Weaver and his heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof. by from or under him them or any of them shall and will by these presents warrant and forever defend. In witness whereof the said parties to these presents interchangeably set their hands and seals. Dated the day and year first above written.

Sealed and delivered in the presence of us
Washington Richards
W. W. Weaver

Francis M. Weaver (Seal)
Mary S. Weaver (Seal)

Received the day of the date of the within or aforegoing Indenture of the within named Rail Road Company. the sum of seventy five dollars being the full consideration within mentioned

Witness present
Washington Richards
W. W. Weaver

Francis M. Weaver

City of Reading County of Berks, ss

On the sixth day of July Anno Domini 1871 before me an alderman of the City of Reading. in and for the County of Berks. personally appeared the above named Francis M. Weaver and Mary his wife. and in due form of Law. acknowledged the above Indenture to be their and each of their act and deed and desired the same might be recorded as such: and the said Mary being of full age and examined and apart from her said husband. by me thereunto privately examined and the full contents of the above deed. being by me first made known unto her did thereupon declare and say that she did voluntarily and of her own free will and accord sign. seal and as her act and deed deliver the above written Indenture Deed or Conveyance without any coercion or compulsion of her said

406-202

Vol. 408

This Indenture, Made the Eighteenth day of

in the year of our Lord one thousand nine hundred and thirteen (1913)

between Harrison Houck of the Borough of Rogersville, Bucks County, Pennsylvania, and Mary, his wife, of the one part, Grantors, and Keystone Real Estate Company, a corporation duly organized under the laws of the Commonwealth of Pennsylvania,

the other part, Grantee, That the said Grantors for and in consideration of the sum of Sixteen hundred (1600.00) Dollars lawful money of the United States of America, unto them well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors heirs and assigns

All that certain messuage tenement and tract of land situate in the Township of Douglass and Colebrookdale, County and State aforesaid and bounded and described as follows, to wit; Beginning at a corner formerly Conn Brower's land and running thence by the same course formerly of Clara Stein South forty five and one half degrees West (S 45½° W) thirty one and six tenths (31.6) perches to a corner in a line of land now or formerly of Brendlinger and Company (Dean & Wells); thence by the same South forty-six and three quarters degrees West (S. 46¾° W) five and four tenths (5.4) perches to the west of Bridge; thence along same and by land now or formerly of Jacob Reigner the three following courses and distances to wit; North fifteen degrees West (N. 15° W) four and nine tenths (4.9) perches; South seventy three and one half degrees West (S 73½° W) three and one tenth (3.1) perches and North forty degrees West (N 40° W) ten and three tenths (10.3) perches to a corner of land now or formerly of Jacob Lowengood; thence by the same North forty six and three quarters degrees West (N. 46¾° W) fifteen and nine tenths (15.9) perches to a corner of land now or formerly of George Powell by the same and land now or formerly of Wilson and Lewis North forty two and three quarters degrees West (N. 42¾° W) thirty two (32) perches to a corner of the same now or formerly of Clara Stein aforesaid; thence by the same South forty eight degrees East (S 48° E) thirty nine (39) perches to the place of beginning. Containing seven and three quarters (7¾) acres more or less.

Being the same premises which Catharine Shaner by Indenture dated the 9th day of April A.D. 1913 and intended to be forthwith duly recorded, granted and conveyed unto the said Harrison Houck, in fee.)

VAL MAP 14 PARCEL 5

Together with all and singular the buildings, improvements, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever, of them the said Grantor in law, equity, or otherwise, howsoever, of, in, and to the same and every part thereof.

To have and to hold the said messuage, tenement and tract of land hereinafter particularly described hereditaments and premises, hereby granted or mentioned and intended so to be with the appurtenances, unto the said Grantee, its successors heirs and assigns, to and for the only proper use and behoof of the said Grantee, its successors heirs and assigns forever.

And the said Harrison Hauck, for himself his heirs, executors and administrators, do by these presents covenant, grant and agree to and with the said Grantee its successors heirs and assigns that he the said Harrison Hauck and his heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee its successors heirs and assigns, against him the said Harrison Hauck and his heirs and against all and every other person or persons, whomsoever, lawfully claiming or to claim the same or any part thereof by, from, or under him, them or any of them shall and will warrant and forever defend.

In Witness Whereof, the said Grantor hereto have hereunto set their hands and seals, dated the day and year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF US:

Herman H. Lape
Irwin F. Eshelman

Harrison Hauck [SEAL]
Mary Hauck [SEAL]
[SEAL]
[SEAL]

Received the day of the date of the above Indenture of the above named Grantee Real Estate herein described the sum of Eighteen hundred (1800) dollars, being the full consideration money therein mentioned

Witnesses at Signing
Irwin F. Eshelman
Herman H. Lape

Harrison Hauck

State of Pennsylvania } SS.
County of Berks }

On the eighteenth day of June Anno Domini 1915 before me, the subscriber a Notary Public in and for said County and State residing at Boyertown, personally appeared the above named Harrison Hauck and Mary his wife parties of the first part in the foregoing Indenture of Bargain and Sale and acknowledged the above Indenture to be their act and deed and desired the same may be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.

My commission will expire Feb 7 1917

Irwin F. Eshelman
NOTARY PUBLIC

Recorded the 21 day of July Anno Domini 1915

VAL MAP 2 PARCEL 1 ANNA MARY LYES DEED 5/3/1869 MONTCO - 168 P. 349

On the tenth day of April Anno Domini 1869 before me the subscriber one of the Justices of the Peace in and for the County of Montgomery aforesaid personally came the above named Isaac H. Linder and [illegible] and acknowledged the above Indenture to be their act and deed and desired the same might be recorded as such. Witness my hand and seal the day and year aforesaid.

Recorded May 6, 1869

BK 168 p. 349

Isaac H. Linder (SEAL)

Deed

Anna Mary Lyes, et al.

to

Colebrookdale R.R. Company

This Indenture made the [illegible] day of May in the year of our Lord one thousand eight hundred and sixty nine Between Anna Mary Lyes widow of James Lyes deceased, John Lyes and Rebecca his wife, Mary Lyes the younger and Joseph Lyes, the said Rebecca, Mary, Lyes and Joseph Lyes, children and heirs at law of the said James Lyes deceased, William Lyes and Harriet his wife Edward Lee and Mary his wife late Mary Lyes, the said William, Edward and Rebecca being the children and heirs at law of Thomas Lee deceased, of the first part, the Colebrookdale Railroad Company of the second part. Whereas the said parties of the first part for and in consideration of the sum of one thousand five hundred dollars, lawful money of the United States of America, unto them well and truly paid by the said party of the second part at and before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged, have granted bargained sold aliened enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the said party of the second part their heirs and assigns All that certain tract or piece of ground situate in the Township of Pottsgrove, Montgomery County Pennsylvania more particularly described as follows to wit, Beginning at a point in the division line of property between Hannah Potts and the estate of James Lyes deceased, distant one hundred and two perches from the Centre line of the Colebrookdale Rail Road Company, measured in a direct easterly direction along said division line, thence North fifteen degrees fifty five minutes East one hundred and twenty three feet to a black oak stump, thence North two degrees eight minutes West four hundred and fifty four feet to a point, thence North seven degrees eighteen minutes East sixty six feet to a willow tree, thence North fifteen degrees twenty five minutes East one hundred and thirty two feet to a point in the mark of the Manatawny Creek, thence along the same North seventeen degrees two minutes West two hundred and eighty four feet to a point, thence along the same North seventeen degrees twenty four minutes West [illegible] feet to a point, thence still along the same North [illegible] degrees twenty one minutes East [illegible]

North five degrees twenty three minutes West one hundred and fifty feet to a point, thence still along the same North eighteen degrees fifty two minutes West one hundred and fifty feet to a point, thence still along the same North three degrees twenty two minutes West One hundred and Seventy five feet to an Elm tree, thence still along the same North thirty five degrees twenty two minutes West one hundred and fifty eight feet to a point, thence still along the same North twenty two degrees fourteen minutes West one hundred and fifty four feet to a point on line of land of James Dilton, thence along said last mentioned line North eighty five degrees forty five minutes West one hundred and twenty eight feet to a point, thence in a line parallel with the centre line of Railroad and distant thirty feet therefrom South thirteen degrees thirty nine minutes East four hundred and ninety one feet to a point of curve of proposed Station forty five plus thirty seven and three tenths, thence: Southeasterly by a curve of thirty seven hundred and eighty nine and eight tenths feet radius, concentric with centre line of Railroad and distant thirty feet therefrom Seven hundred and Seventy eight feet to a point of tangent of proposed Station thirty seven plus forty four, thence in a line parallel with said centre line and distant thirty feet therefrom, South forty degrees fifty four minutes East Seven hundred and twenty three feet to a point of proposed Station thirty ~~nine~~ plus thirty one, thence in a Southwardly direction by a curve of Eighteen hundred and eighty and one tenth feet radius concentric with said centre line and distant thirty feet therefrom, four hundred and four feet to a point on line of land of C. and J. Cobb, and thence along the same South fifty three degrees thirty five minutes East One hundred and thirty five feet to the place of beginning. Containing Nine and Six hundred and forty five thousandth Acres, as shown on a Map or Plan hereof made and dated, Being part of the same premises of which William Lee the father of the said James Lee died seized in fee, having first made his last will and testament wherein he devised the same unto the said James Lee and the said Thomas Lee, both now deceased, as appears and that the said Rachel Lee, whose interest in the same became vested in the said James Lee prior to his decease, together with all and singular the improvements, Buildings, Ways, Water, Water Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances whatsoever thereunto belonging or in anywise appertaining and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of him the said party of the first part, in, to or out of the same and every part thereof. To Have and to Hold the said Lot, Tract or piece of Land, Hereditaments and Premises hereby granted or mentioned and intended so to be with the

appurtenances thereunto belonging unto the said the Baltimore and Ohio Railroad Company their successors and assigns, to and for the only proper use and behoof of the said The Baltimore and Ohio Railroad Company their successors and assigns for ever. And the said party of the first part for themselves their heirs executors administrators and assigns do by these presents covenant grant and agree, to and with the said the party of the second part their successors and assigns, that they the said party of the first part their and each of their heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be with the appurtenances, unto the said party of the second part their successors and assigns, against them the said party of the first part their heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by from or under them or any of them shall and will and by these presents do Warrant and for ever Defend. In Witness Whereof the said parties of the first part have hereto set their hands and seals the day and year first above written

Sealed and Delivered in the presence of us
The words and Rebecca Lee in the acknowledgment taken in Berks County written
before signing — R. N. Hobart
Prothonotary Richards
Witness to signatures of Anne Mary Lee, John Clark, Rebecca Clark, Mary Lee, Sarah Lee and John M Lean — R. N. Hobart, Thos S Miles

Anne Mary Lee (Seal), Wm Clark (Seal)
John Clark (Seal), Mary Ann (Seal)
Rebecca Clark (Seal), Edward Lee (Seal)
Mary Lee (Seal), Margt Lee (Seal)
Sarah Lee (Seal), Rebecca M Lee (Seal)
John M Lean (Seal)

Recpd. and one 50ct Stamp cancelled.

City of Reading, Pa.

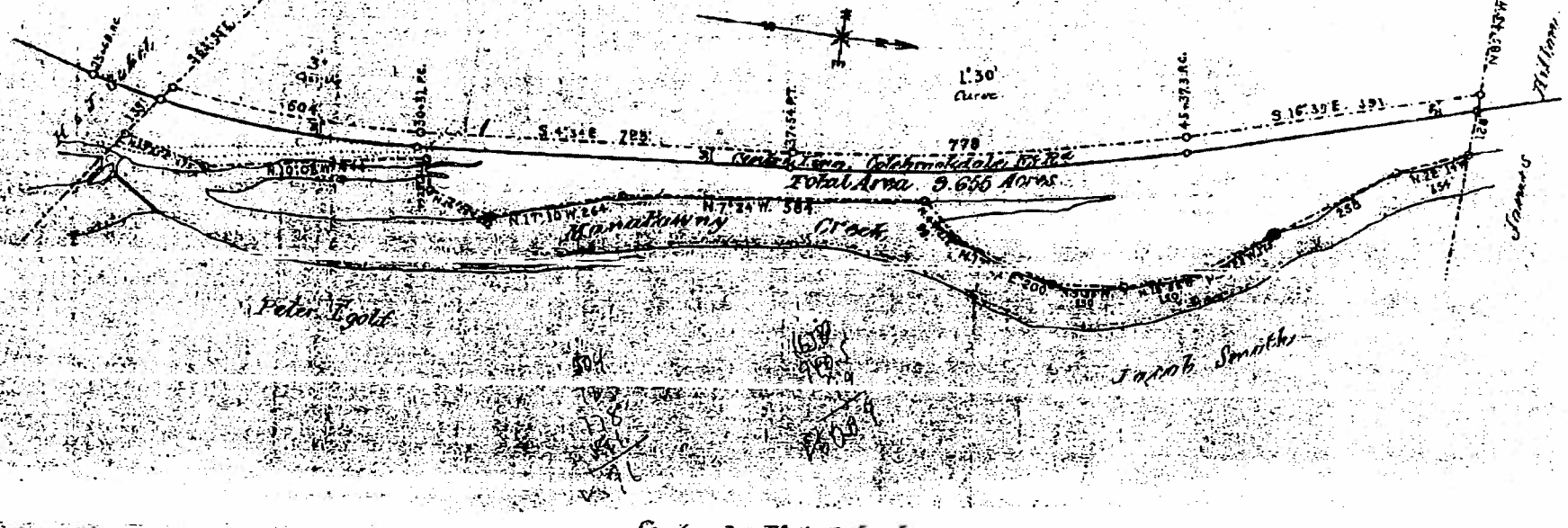
Before me the Subscriber and Alderman in and for said City personally came the within named William Brooke Hamil the wife and Edward Lee and Mary his wife and Rebecca Lee one of the persons of the acknowledged the execution and foregoing Indenture to be their and each of their act and deed and desired that the same might be recorded as such according to Law. And the said Hannah Ann Mary being both of full age and separate and from the said husbands by me the said privately examined and the full contents of the foregoing Deed being by me first made known unto them, did thereupon declare and say, that they did voluntarily sign of their own free will and accord without fear and each of their act and deed, desiring the same without any coercion or compulsion of their said husbands. Witness my hand and seal this third day of May Anno Domini 1864.

Saml Wright Richards (Seal)
Ald. Comm.

Montgomery County, Pa.

Before me the Subscriber a Justice of the Peace in and for said County personally came the within named Anne Mary Lee, John Clark and Rebecca his wife, Mary Lee, Sarah Lee and John

PLAN Showing the Land Purchased of the "James Ives Estate"
by the
Colebrookdale R.y R.d Co.
(Tinted Red on Plan)



12/17/2008 15:57 FAX 610 278 3808 RECORDER OF DEEDS 003/004

302

& Sole and in due form of Law acknowledged the above and foregoing Indenture, a Deed of Conveyance & Declaration and each of them a Deed, and desired that the same might be recorded as such according to Law. And the said Rebecca King of full age, and examined and apart from her said husband by the Recorder Privately separately and the full contents of the said Deed, being by me first made known unto her, did thereupon declare and say that she did voluntarily sign seal & as her act and deed deliver the same, without any coercion or compulsion of her said husband. Witness my hand and seal, this third day of May Anno Domini eighteen hundred and sixty nine.

Jno. S. Miller Recr

Recorded May 7. 1869.

Deed
Harriet Jamison
To
John J. Stockton

This Indenture, made the 2nd day of April in the year of our Lord one thousand eight Hundred and Sixty nine, Between Harriet Jamison of the Borough of Norristown in the County of Montgomery and State of Pennsylvania Widow, of the one part, and John J. Stockton of the same place, of the other part. Witnesseth that the said Harriet Jamison for and in consideration of the sum of Four Hundred dollars, lawful money of the United States of America unto her well and truly paid by the said John J. Stockton, at and before the sealing and delivering of these presents the receipt whereof is hereby acknowledged. Said grantor hath granted bargained sold aliened enfeoffed released and confirmed and by these presents Do grant bargain sell alien enfeoff release and confirm unto the said John J. Stockton his Heirs and Assigns All those Four certain Lots or pieces of Ground situate in the Borough of Norristown in the County of Montgomery aforesaid, Being Lots Nos 218 219 220, and 221 in a plan of Lots laid out by Isaac Robeson the Younger, Esquire and bounded and described together as follows Viz. Beginning at a point on the South West side of Chestnut Street at the distance of one hundred feet North Westerly from Walnut Street a corner of this and Lot No 217 late of Adolph Eisinger, now of Enoch H. Crompton, thence by the same and other lots of Ground South Westerly parallel to said Walnut Street One hundred and Forty feet to a corner at Blackberry Alley, (Laid out twenty feet wide) thence along the North East side of said Alley North Westerly Eighty feet to a corner, thence by Lot No 222, now or late of Anthony Stockton, North Easterly parallel to said Walnut Street One hundred and forty feet to a corner on Chestnut Street aforesaid, and thence along the South West side of said Chestnut Street South Easterly eighty feet to the place of Beginning. (Being part of the same Lot of Ground which Isaac Robeson and Wife by Indenture dated the fifteenth day of April A.D. 1850 and Recorded in this office

Recorded this Original Deed written Recpt
May 7th 1869
John J. Stockton

EXHIBIT C - DOCUMENTS THAT CONVEY NEITHER FEE SIMPLE TITLE NOR A RIGHT OF WAY

BERKS COUNTY

William W. Levengood/John Davidheiser – Release dated 1/6/1869 – Book 15, page 690

This document is signed by John Davidheiser. It appears to be a release of Mr. Davidheiser's lien on Mr. Levengood's property, which was subject to a right-of-way to the railroad. The removal of the lien was necessary for the transfer of title clear of encumbrances.

Mahlon H. Focht – Agreement with Colebrookdale RR Co. dated 4/1/1870 – Book 17, page 182

This document refers to an Indenture made the same day whereby the Fochts "granted and conveyed" unto the railroad "all that certain lot or piece of ground" described in the Indenture. In this Agreement, Mr. Focht relinquishes all right or claim to the maintenance of the farm road and cross overs and the railroad grants Mr. Focht certain rights of way or passage. This document does not appear to transfer any interest in property.

MONTGOMERY COUNTY

Jacob H. Gable, et al. to Pennsylvania and Reading Railroad Company – Release dated 4/23/1910 – Book 73, page 161

This document is entitled a Release, although the language introducing it begins with "This Indenture Made." This references the initial release between Henry and John Gable and the Colebrookdale Railroad. The third paragraph of this document makes reference to the Railroad Company constructing upon the right-of-way acquired in the previous release. The next paragraph of this release states that the railroad wishes to fill the trestle and construct a solid earth embankment for the support of the railroad track and that in connection therewith, they shall fill and completely close the mill race within the limits of the right-of-way. The next paragraph sets forth a consideration which is the amount of $1,000.00 and includes the same "release" language as applied to suits, claims, damages and demands related to the filling of the trestle and the closing of the mill race. This document does not appear to transfer any interest in property.

maintain any fences along the lines dividing the above described piece or strip of land from the adjoining lands belonging to me and further that no nuisance of the above described piece or strip of land or any part or portion thereof by the said The Colebrookdale Rail Road Company their successors or assigns or no user or occupation or possession thereof or of any part thereof by me my heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatsoever whether for twenty one years or longer shall in any manner affect the right or title of the said The Colebrookdale Rail Road Company their successors and assigns to the entire and exclusive possession of the same. In witness whereof I have hereto set my hand and seal this nineteenth day of January in the year of our Lord one thousand eight hundred and sixty nine.

Signed Sealed & delivered
in presence of us.
Wm K Slauffer
R H Holbert

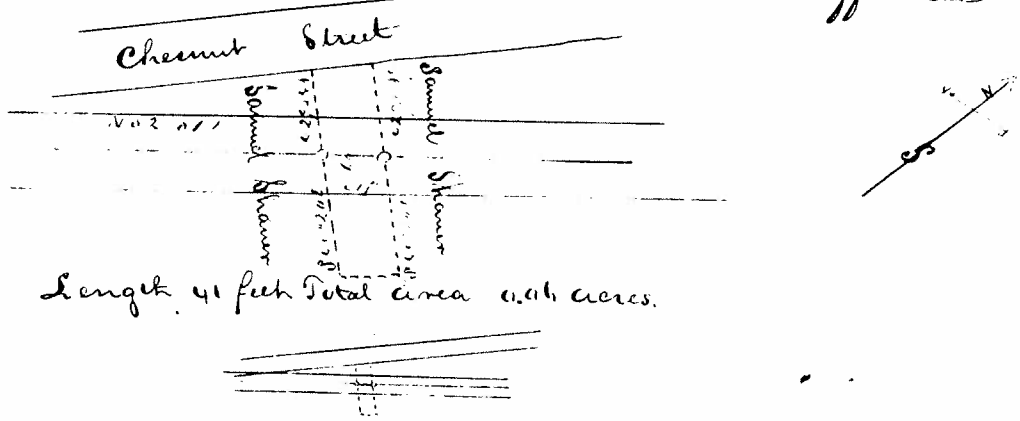
John Deysher (Seal)

105
115
Deeds
105

Berks County ss

Before me the subscriber a justice of the Peace in and for said County personally appeared the above named John Deysher and in due form of law acknowledged the above and foregoing release to be his act and deed and desired that the same might be recorded as such. Witness my hand and seal this 19th day of January A D 1869

Wm K Slauffer (Seal)



Scale 400 ft to inch

Recorded compared & found to agree exactly this 11th day of February A D 1869.

Henry Rieder
Recorder

William W Levengood of Douglass Township Berks County Pennsylvania having agreed to grant the Right of Way to The Colebrookdale Rail Road Company over and across certain premises situate in said Township as evidenced a Release therefore dated the sixth day of January A D 1869 in the consideration of two thousand dollars ($ 2000.00).

Now for the purpose of enable the said William W Levengood to give a title clear of incumbrance and to receive the said consideration money I hereby release exonerate and discharge the said land conveyed as aforesaid from the lien and incumbrances of a certain Judgment entered in the Court of Common Pleas of Berks County to January Term 1864

nos 491 for the sum of fifteen hundred dollars in favor of John Davidheiser as Plaintiff and the said William W Levengood as defendant
Provided that this Release shall not exonerate or discharge any other land of the said William W Levengood except that conveyed as above mention from the lien of said Judgment
In witness whereof I have hereunto set my hand and seal this sixth day of January A D 1869

In presence of us
The word Columbia written over erasure before signing
Jno S Weiler
R H Hobart

John Davidheiser Seal

Montgomery County ss

05
Jan 5
Dec 05

Before me the subscriber a justice of the Peace in and for said County personally came the within named Samuel Davidheiser and in due form of law acknowledged the foregoing release to be his act and deed to the end that the same might be recorded as such. Witness my hand and seal this sixth day of Jany A D 1869

Jno S Weiler Seal

Recorded compared & found to agree exactly this 11 day of February 1869
Henry Reider
Recorder

Whereas the Colebrookdale Rail Road Company have ascertained marked and determined the route for their said road through and upon lands of Jacob S Levengood in Douglass Township Berks County State of Pennsylvania and have occupied & intend to occupy for the purposes of the said railroad a strip or piece of the said lands described with reference to its center line as follows Beginning at Station one hundred and fifty five plus forty two the point where said center line crosses the dividing lands of Reavers estate from those of said Jacob S Levengood thence with the width of sixty feet or thirty feet on either side of said center line by a four degree curve right eight hundred and fifty eight feet to station three hundred and sixty two thence by same curve right with a width of eighty feet or forty feet on either sides of said center line two hundred and one and four tenths feet to a point of tangent at station three hundred and sixty four plus one and five tenths thence with a width as aforesaid north forty one degrees twenty seven minutes east two hundred and thirty nine and five tenths feet to station three hundred and sixty six plus forty one where said center line crosses the dividing lands of said Jacob S Levengood from those of Jacob Reagner containing one acre and ninety seven hundredths of an acre as appears on plan whereof these are annexed. Now know all men by these presents that I the said Jacob S Levengood as well for and in consideration of the advantages to be derived by me by reason of the location and construction of said railroad as of the sum of one dollar unto me in hand paid by the said The Colebrookdale Rail Road Company at & before the sealing and delivery hereof the receipt whereof is hereby acknowledged have granted released quit claimed and forever discharged and by these presents do remise release quit claim and forever discharge the said The Colebrookdale Rail Road Company their successors and assigns of and from all suits claims demands and damages whatsoever for or by reason of the laying out making and locating and constructing the aforesaid

Vol 11 pg 410 –

This Agreement Made the sixth day of October A.D. 1870 between Michael Reifsnyder of the City of Reading County of Berks and State of Pennsylvania of the first part and Ann Louisa Rhoads of the same place of the second part. Witnesseth That whereas the said Michael Reifsnyder is the owner of a two story brick dwelling house and lot or piece of ground situate on the West side of North 5th street between Walnut and and Elm streets in the City of Reading Pennsylvania. Containing in front twenty-nine feet, and in depth two hundred and thirty feet – and whereas the said Ann Louisa Rhoads is seized & possessed of a lot of ground adjoining the property of the said Michael Reifsnider on the South. Containing in front thirty feet and in depth two hundred and thirty feet. And Whereas the said Ann Louisa Rhoads is about erecting upon her said lot a new brick dwelling house and is therefore desirous of using and having the Southwall of the house of the said Michael Reifsnyder – Now This Indenture Witnesseth Witnesseth that the said Michael Reifsnyder for and in consideration of the sum of Seventy five dollars doth hereby covenant grant and convey unto the said Ann Louisa Rhoads the full right and privilege of keeping using and enjoying the said Wall or any part thereof as a Wall of the building or buildings &c to be erected and to stick the joists of such building or buildings into the Wall aforesaid to the depth of four and a half inches (4½) To have and to hold the said Wall as aforesaid to her her heirs and Assigns forever. Witness my hand and seal this 6th day of October A.D. 1870

Signed Sealed and delivered in the presence of

A. L. Rhoads
Washington Richards

5 cts U.S. Stamps

Michael Reifsnyder (Seal)

City of Reading Berks County ss. On this sixth day of October A.D. 1870 before me an Alderman of the City and County aforesaid personally appeared Michael Reifsnyder and in due form of law acknowledged the foregoing written agreement to be his act and deed and desired that the same might be recorded as such according to law. In testimony whereof I have hereunto set my hand and seal the day and year first above written

Washington Richards Ald (Seal)

Recorded compared & found to agree exactly this 6th day of October A.D. 1870

Daniel Hummel
Recorder

Agreement made and concluded this First day of April A.D. one thousand Eight hundred and seventy Between Mahlon H. Focht of Douglass Township Berks County Pennsylvania of the one part and the Colebrookdale Rail Road company of the other part Whereas the said Mahlon H. Focht and wife by Indenture dated the first day of April A.D. 1870 granted and conveyed unto the said The Colebrookdale Rail Road Company their successors and Assigns

Vol 11 Page 100

All that certain lot or piece of ground situate in Douglass Township aforesaid and particularly described in said Indenture, Now These Presents Witness That it is expressly covenanted and (and) agreed between the parties hereto, That the said Mahlon K. Fox hereby relinquishes all right or claim to the maintenance of the present farm road crossing over said Rail Road on his property or to the construction and maintenance of any other crossings to which he may be entitled under any Agreement previously entered into with the said Company and the said The Colebrookdale Rail Road Company hereby agrees to grant to the said Mahlon K. Fox his Heirs and Assigns in lieu of the crossings abandoned as aforesaid the free and unobstructed Right of way or passage over and along the following described piece of ground tinted "Yellow" on plot Beginning at the point marked "A" on plot aforesaid on the Eastern line of Right of way of The Colebrookdale Rail Road thence with a width of twenty feet North Westwardly through and under the stone Arch or bridge to the point marked "B" the same width continued South Westwardly along ground of Ephriam Fox to the Eastwardly side of the Public Road at the point marked "C"

In Witness whereof the said Mahlon K. Fox hereunto set his hand & seal and the said The Colebrookdale Rail Road Company have hereunto affixed their Corporate seal duly attested the day and year first before written

Signed sealed and delivered in presence of
Reuben F. Manger
David B. Manger

Mahlon K. Fox (Seal)
Joseph S. Bailey
Pres.

15 cts Int Revenue

Attest. D. J. Brown
Secretary

(Seal C. C. R. R. Co.)

City of Philadelphia S.S.

Be it remembered that on the 13th day of Oct. A.D. 1870 before me a Notary Public in and for said City personally appeared Joseph S. Bailey President of the within named Corporation and being duly affirmed deposeth and saith that he was personally present at the execution of the within written Agreement and saw the Common seal of the said Corporation of "The Colebrookdale Rail Road Company" duly affixed thereto and that the seal so affixed thereto is the common and corporate seal of the said The Colebrookdale Rail Road Company and that the within written Agreement was duly signed sealed and delivered by and as and for the act and deed of the said The Colebrookdale Rail Road Company for the uses and purposes therein mentioned and that the name of this deponent subscribed to the said Agreement as President of said Corporation in attestation of the due execution and delivery of said Agreement is of this Deponents own proper and respective hand writing.

Affirmed and subscribed the day and year aforesaid before me Witness my hand and seal

B. F. Horan
N. P.

(Seal B. F. Horan N. P. Phila.)

Joseph S. Bailey

Berks County ss Before me the subscriber a Justice of the peace in and for said County personally came the within named Mahlon H Fochtmho in due form of law acknowledged the foregoing Agreement to be his act and deed to the end that the same might be recorded as such. In witness whereof I have hereunto set my hand and seal this First day of April AD 1870

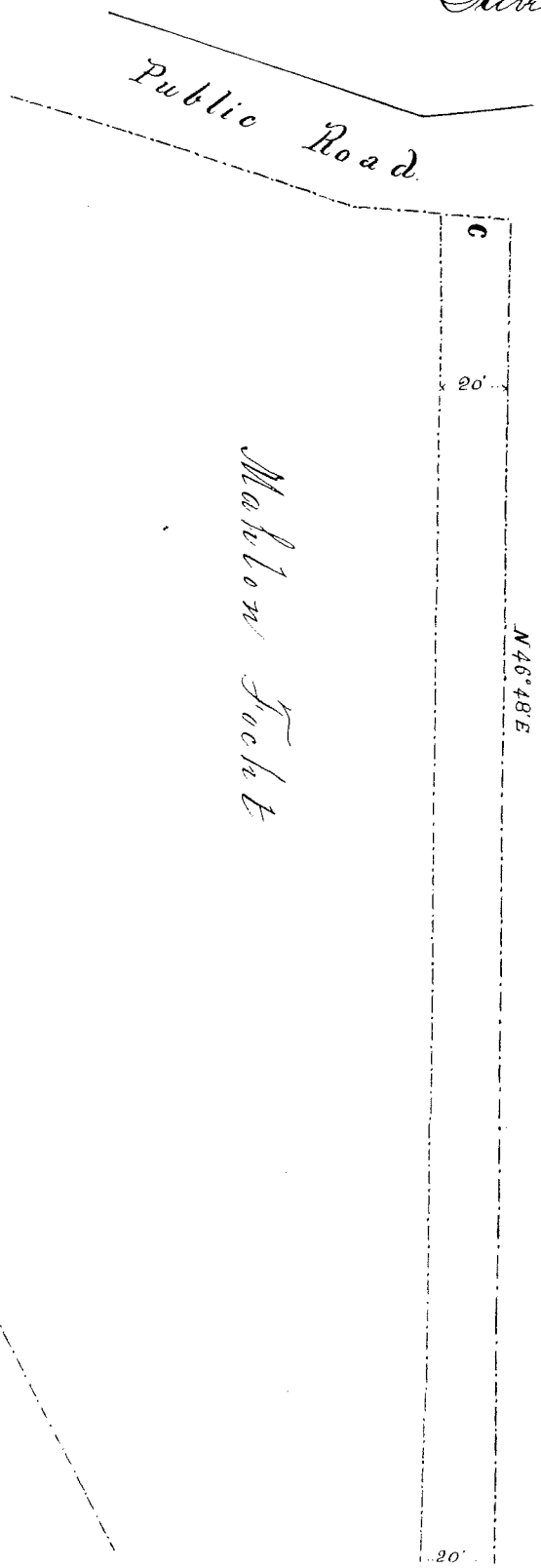
Sarka B. Mauger J. P. (seal)

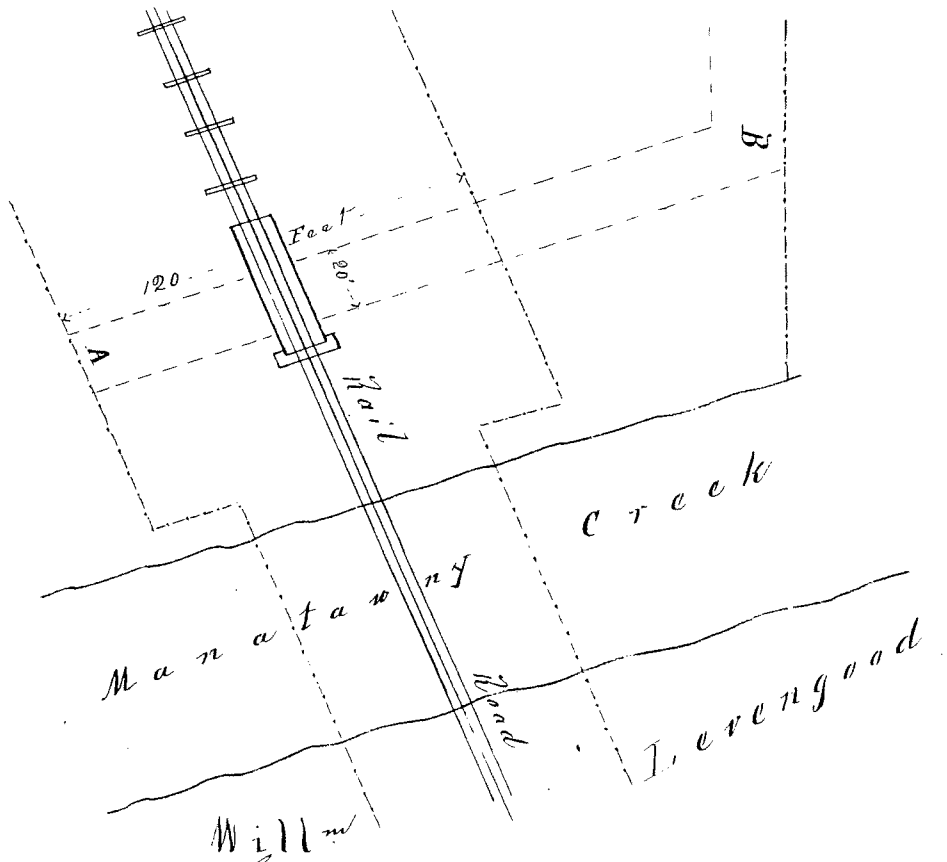
Plan Showing the Right of Way referred to in the annexed Agreement.

Ephraim Fritz

Mahlon Fochtmho

Scale 40 feet to 1 inch





Recorded compared & found to agree exactly this 8th day of October A.D. 1870
Daniel Pennel
Recorder

Indenture made this 30th day of September A.D. 1870 between Godfrey E. Horlocker and Caroline his wife of Windsor Township Berks County of the first part and George D. Stitzel of the City of Reading County aforesaid in trust for the Philadelphia and Reading Rail Road Company of the second part. The said Parties of the first part for and in consideration of the sum of Three Hundred Dollars to them in hand paid before the execution of these presents and further consideration of the sum of Six Thousand Two hundred Dollars to be paid to them by the said party of the second part on or before the first day of April next. Do by these presents grant, bargain sell alien enfeoff release and confirm unto the said party of the second part his heirs and assigns in trust as aforesaid All that messuage tenement and tract of land situate in Windsor Township aforesaid bounded by lands of Dr. Franklin B. Myers, Jacob Fallbach River Schuylkill Containing 14 Acres More or less Together with all appurtenances and the rents issues and profits thereof. To have and to hold the same to the only proper use and behoof of the said George D. Stitzel his heirs and assigns forever in trust nevertheless for the use of the said Philadelphia & R. R. R. Co. their successors and assigns And the said parties of the first part do by these presents further covenant and agree to execute and deliver the said party

VAL IMP 1 PARCEL 3 JACOB H. GABLE RELEASE 4/23/1910 MONTCO MISC 73 161-162-1

month A.D. 1904. Before me a Notary Public in and for
said County and State personally appeared the Chairman &
Secretary Bartlett, Samuel C. Brown, John G. Rhoads, John H.
Salmon, Walter H. Brown and William B. Evans, Esquires
aforesaid and duly entered the above and foregoing Letter of
Attorney as and for their act and deed and desired the same
to be recorded as such.
Witness my hand and Official Seal the day and year aforesaid.

Allen B. Allen
Notary Public

Recorded May 28. 1910

Release
Jacob H. Gabel et al
To
Philada & Reading Rly. Co.

This Indenture made the Twenty
third day of April A.D. 1910

Between Jacob H. Gabel, Emma Gabel, Rebecca Fitzsimmons, Sarah K. Hummel wife of Edwin Baldwin and Virginia Baldwin and Frank Baldwin her husband all of the County of Montgomery and Commonwealth aforesaid, Emma Gabel widow and Angelina Gilbert of the City and County of Philadelphia the said Emma Gabel, Barbara Fitzsimmons, Sarah K. Hummel wife of Edwin Baldwin and Angelina Gilbert being heirs at law of Henry H. Gabel deceased parties of the first part and The Philadelphia and Reading Railway Company successors to and lessee of the Colebrookdale Railroad Company party of the second part.

Whereas the said Henry H. Gabel and Jacob H. Gabel by instrument of writing dated the Thirtieth day of March A.D. 1869 and recorded in the Office for recording Deeds &c. at Norristown in and for the County of Montgomery in Deed Book No. 169 page 190 &c. granted released and forever discharged the Colebrookdale Railroad Company its successors and assigns of and from all suits claims demands and damages whatsoever for or upon any cause or matter then existing upon and touching and concerning the premises therein particularly described and mentioned and intended to be conveyed thereby and the location and construction thereon of the railroad and works connected therewith and appertaining to the Colebrookdale Railroad as then laid out and constructed through the lands of the said Henry H. Gabel and Jacob H. Gabel in the Township of Limerick in the County of Montgomery and State of Pennsylvania and more particularly described in the Deed of Release thereof reference being thereunto had will more fully and at large appear.

And Whereas the Colebrookdale Railroad Company has since been duly incorporated

[illegible] presents &c
Jas. H. C. Speer
D. W. Fretz
Leonard Leaf
W. M. Hobdee

Jacob H. Gabel
Emma Gabel
Barbara Fitzsimmons
Sarah K. Hummel wife
Edwin Baldwin

[illegible] Gilbert
Notary Public
County

MISC BK 73 P162

by said Railroad Company upon the said [illegible] of way acquired by the afore recited Release in part Trust upon the lots and the said Jacob H. Gabel and Henry H. Gabel and his heirs have since maintained a mill race or water power across the said right of way through and under the said premises for the supply of power to operate a hydraulic dam

And Whereas the party of the second part desires to fill the said mill race and construct in lieu thereof a solid Earth Embankment for the support of its track and in connection therewith to fill and completely close the said mill race within the limits of the said right of way.

Now Know All Men by These Presents: That the said parties of the first part for and in consideration of the sum of One Thousand Dollars unto them in hand well and truly paid by the said party of the second part the receipt whereof is hereby acknowledged and for the faithful performance by the party of the second part of the covenants hereinafter contained have remised released and quit claimed and from discharged and by these presents do remise release and quit claim and from discharge the said Cole Work able Railroad Company and Philadelphia and Reading Railway Company their successors and assigns and from all suits claims demands and damages whatsoever for or upon by reason of the filling of said premises and the [illegible] of the said mill race as aforesaid upon the above mentioned right of way.

And the said party of the second part covenants and agrees to and with the said parties of the first part as follows:

To take up and remove the dam and dwelling house from its present location East of Forge Street and rebuild the same at a point East of Forge Street to construct the necessary dam across said race with flood gate and tail race to lay the necessary pipe to carry the water from said new location to a convenient point of connection with the Equitable pipe line and to construct an extension of the present drain leading from the Foote property from its present terminus to a point in the proposed culvert under the Railroad.

The said changes and construction being indicated on the plan attached hereto and made a part hereof.

All of the work herein specified shall be done in a workmanlike manner with good materials and to be completed from the filling of the said premises and right of way.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals and the said party of the second part has caused to be hereunto affixed its corporate seal duly attested dated the day and year first above written.

Signed Sealed and Delivered
in the presence of us
Jas. H. O. Sheets
A. H. Fritz
Seemans deaf
W. M. Hobdell

Jacob H. Gabel (Seal)
Emma Gabel (Seal)
Barbara Fitzsimmons (Seal)
Sarah K. Robinson (Seal)
Elmira Baldwin (Seal)

MISC
BK13
P163

Robert J. Balduni

Robert J. Balduni (au)
Angeline Gilbert (au)
Philadelphia Rapid Transit Company
Geo. F. Baer President
Attest H. A. Taylor Secretary (au)

State of Pennsylvania
County of Montgomery } ss

On the Twenty third day of April
Anno Domi 1910 before me the Subscriber
a Notary Public in the Commonwealth of Pennsylvania residing in
Ambler in the County aforesaid personally appeared the above named Joseph K. Cable
Emma Cable, Barbara Fitzsimmons, Sarah H. Kirkpatrick wife
and Emma Balduni and Robert J. Balduni her husband and
in due form of law acknowledged the above Release to them and
each of them Released and desired the same might be recorded
Witness my hand and Notarial Seal the day year aforesaid
Clarence R. Fritz
Notary Public (au)
My com. Exp. June 19. 1911

State of Pennsylvania
County of Philadelphia } ss

On the Twenty fifth day of April
Anno Domi 1910 before me the Subscriber
a Notary Public in the Commonwealth of Pennsylvania residing in
the City of Philadelphia personally appeared the above named
Angeline Gilbert wife of the above named Richard J. Gilbert and in due form of law acknowledged the above
Release to be her act and deed and desired the same might be
recorded as such
Witness my hand and Notarial Seal the day and year aforesaid
Geo Nebert
Notary Public (au)
Com Exp. Jan 21. 1911

Recorded May 18. 1911.

Power of Attn Richard J. Gilbert To Harry J. Hallowell	Hannah B Morrell and Sarah T. his wife To James Moore	Mortgage dated February 15th AD 1895, recorded at Norristown County Co. Pa. on the 14th day of February Anno Domi 1898 in Mortgage

Book No 72 Page 408 &c. All premises situate (inter alia) in Upper Gwynedd Township Montgomery County Pa. and therein particularly described and assigned by Harry J. Hallowell Executor of James Moore dec'd to Richard J. Gilbert by assignment dated May 18th 1910.

In Consideration of Five Thousand Dollars & with interest

I Richard J. Gilbert of the City of Philadelphia the party of the first part do hereby authorize and empower Harry J. Hallowell of Norristown Pa. to appear in the office of the Recorder of Deeds at Norristown in the County of Montgomery Pa and for me and in my name and stead

EXHIBIT D - DOCUMENT THAT APPEARS TO BE A COMBINATION DEED AND RELEASE

BERKS COUNTY

Frederick Neiman – Deed & Release dated 7/20/1869 – Book 94, page 649

This document is entitled "Deed." The document begins with the usual language for a deed – "This Indenture made and concluded . . .", the date and the names of the parties. The next section contains language similar to that found in releases: "whereas the said Colebrookdale Railroad Company have located fixed marked and determined the route for their railroad through and upon the lands of the party of the first part . . . and have taken and occupied for the purposes of said railroad. . ." The document then describes two pieces of land marked "A" and "B." The document then notes that the location of the railroad has necessitated the relocation of a public road through the lands owned by Mr. Neiman. The document then describes three parcels, which together are marked as "C." The document then lists the consideration, used grant language found in deeds and sets forth the legal description (again) of parcels "A" and "B." The document contains an appurtenance clause, a habendum clause and a warranty of title clause. These sections reference two lots, presumably parcels "A" and "B." The document then reverts to "Release" language including "remised released quitclaimed and forever discharged . . .all suits claims demands or damages." It also included the language regarding fences and the language regarding "exclusive possession" found in most of the releases we reviewed.

Based on a careful review of this document, it is my opinion that parcels "A" and "B" were conveyed in fee simple and that parcel "C" was the subject of a release and that, therefore, only a right of way was conveyed as to parcel "C."

...and unto ...or grantees and unto ...ded as to be with the appurtenances unto the said Levi Bechtel his heirs and assigns as with the said Nicholas Johnson his heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof by from or under him them or any of them shall and will warrant and forever defend. In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals. Dated the day and year first above written

Sealed & delivered in presence of us
Dorras Nimmer
Dan'l S. Shultz

Nicholas Johnson (seal)

Mary Johnson (seal)

Received the day of the date of the within foregoing indenture of the within named Levi Bechtel the sum of one thousand dollars lawful money it being the consideration money within mentioned in full

Witness present at signing
Dorras Nimmer
Dan'l S. Shultz

$1.00
R.I.S.
Stamps
$1.00

Nicholas Johnson

On the third day of April in the year of our Lord one thousand eight hundred and sixty nine before me the subscriber a justice of the Peace in and for Berks County personally appeared the within named Nicholas Johnson and Mary his wife and in due form of law acknowledged the within or aforegoing Indenture to be their act and deed and desired the same might be recorded as such and the said Mary being of full age and by me duly examined separate and apart from her said husband the contents thereof being first made known to her declared that she did voluntarily & of her own free will & accord seal & as her act and deed deliver the said Indenture without any coercion or compulsion of her said husband. Witness my hand and seal the day and year aforesaid.

Dorras Nimmer (seal)

Recorded compared & found to agree exactly this 24th day of July 1869

Henry Reider
Recorder

Deed
Fredk Keinard wife
to
Colebrookdale R. R. Co.

This Indenture made and concluded this twentieth day of July in the year of our Lord one thousand eight hundred and sixty nine between Frederick Keinard of Douglass Township Berks County Pennsylvania and Charlotte his wife of the first part and The Colebrookdale Railroad Company of the second part. Witnesseth: Whereas the said Colebrookdale Railroad Company have located fixed marked and determined the route for their railroad through and upon lands of the party of the first part in Douglass township Berks County Pennsylvania and have taken and occupied for the purposes of said railroad a strip or piece of the said lands of sixty feet in width to be thirty feet on either side of the center line of said railroad described by reference to said center line as follows: Beginning at station two hundred and eighty seven plus seventeen the point where said center line crosses the line dividing lands of George R Yorgey from those of the said party of the first part thence south eleventy nine degrees eight minutes east four hundred and sixty three feet to a point of curve at station two hundred and ninety one plus eighty thence by a curve to the right of one degree curve [illegal] one hundred and twenty feet to station

639-136

VAL MAP 11 PARCEL 4

two hundred and ninety three thence north a width of seventy feet or thirty five feet on either side of said center line by an eight degree curve left seven hundred and seventeen and nine tenths feet to station three hundred plus seventeen and nine tenths thence by a two degree forty minute curve left four hundred and seventy feet to a point of tangent at station three hundred and four plus eighty seven and nine tenths thence north twenty one degrees seven minutes east eight hundred and eighty two and one tenth feet to station three hundred and thirteen plus seventy where said centre line crosses the line dividing lands of said party of the first part from those of Henry Gresh containing four and one hundred and thirty one thousandths (4 $\frac{130}{1000}$) acres a map or plan whereof marked "A" is hereto annexed.

And whereas the said party of the second part have also taken and occupied for the same purpose two additional pieces of the said lands described respectively as follows viz. One of them beginning at a point on the southern boundary line of the right of way of the said railroad distant thirty five feet from station two hundred and ninety six on the centre line thereof measured on a line bearing south twenty two degrees fifty four minutes east thence along other ground of the party of the first part crossing the public road about to be vacated south twenty two degrees fifty four minutes east forty five feet to a point thence along the same north fifty nine degrees six minutes east two hundred and twenty one feet to a point at low water mark of the Brownstone creek thence northeastwardly along low water mark of said creek the several courses and distances thereof five hundred and eighty three feet to a point thence north twenty two degrees ten minutes east one hundred and fifty two feet to a point thence north fifty eight degrees forty five minutes west fifty two feet to a point on the said southern boundary line of the right of way and thence southwestwardly on centric with said centre line of railroad and distant thirty five feet therefrom nine hundred and thirty one feet to the Place of Beginning containing eight hundred and forty seven one thousandths (847 $\frac{}{1000}$) of an acre and tinted green on the map hereto annexed marked A: The other of them Beginning at a point marked A' on the annexed sketch distant eight seven feet from station three hundred and five plus twelve on the centre line of the Cokeburke dale Railroad measured along a line bearing south fifty eight degrees forty five minutes east the same crossing said railroad and along other ground of the party of the first part north fifty eight degrees forty five minutes west six hundred and ten and one half feet to a point a corner of land belonging to Henry Gresh thence along said Gresh land north forty degrees forty minutes east nine hundred and seventeen feet to a point thence still along said Gresh land south forty five degrees forty five minutes east four hundred and thirty two feet to a point thence south forty eight degrees forty five minutes west two hundred and sixty four feet to a point thence still along the land of the party of the first part south sixteen degrees fifty minutes west five hundred and eleven and one half feet to a point thence south thirty eight degrees fifteen minutes west forty six feet to the Place of Beginning. Containing nine and three hundred and twenty one thousandths (9 $\frac{321}{1000}$) acres a map or plan whereof marked "B" is hereto annexed.

And whereas in the location of the said railroad it has become nec

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essary to vacate a certain public road over which the said railroad passes and to change the route thereof by locating it through and upon lands of the party of the first part, and for this purpose the party of the second part have taken and occupied three several other strips or pieces of the land of said party of the first part described respectively, as follows. One of them Beginning at the point formed by the intersection of the northern boundary line of the right of way of the Colebrookdale Railroad with the division line of property between George R Yergey and the party of the first part and distant thirty four feet from station two hundred and eighty seven plus seventeen on the centre line of railroad measured along a line bearing south thirty eight degrees thirty minutes east forty feet to a point thence along other ground of the said party of the first part south ten degrees forty two minutes west thirty six feet to a point on the said northern boundary line and thence along said boundary line on a line parallel with the centre line of railroad and distant thirty feet therefrom north seventy nine degrees eighteen minutes west nineteen feet to the Place of Beginning

Another of them beginning at the point formed by the intersection of the northern boundary line of right of way of said Colebrookdale railroad with the division line of property between George R Yergey and the said party of the first part and distant thirty four feet from station two hundred and eighty seven plus seventeen on centre line of railroad measured in a line bearing south thirty eight degrees thirty minutes west thence along said division line south thirty eight degrees thirty minutes west thirty eight feet to a point thence on a line parallel with the centre line of railroad and distant sixty three feet therefrom south seventy nine degrees eighteen minutes east sixty nine feet to a point thence north ten degrees forty two minutes east thirty three feet to a point on the said boundary line of the right of way and thence on a line parallel with the centre line of railroad and distant thirty feet therefrom north seventy nine degrees eighteen minutes west fifty one feet to the Place of Beginning.

And the other of them Beginning at a point on the centre line of said proposed new public road distant forty six and five tenths feet from station two hundred and eighty seven plus fifty and five tenths on the centre line of the Colebrookdale railroad measured on a line bearing south ten degrees forty two minutes west thence south seventy nine degrees eighteen minutes east one hundred and fifty five feet to a point thence south fifty three degrees five minutes east fifty and sevententh feet to a point thence south forty five degrees forty minutes east one hundred and sixty nine feet to a point thence south forty degrees fifty minutes east one hundred and seventy five and one half feet to a point thence south fifty nine degrees five minutes east two hundred and twenty five feet to a point thence north eighty degrees thirty minutes east thirty nine feet to a point thence north thirty nine degrees thirty seven minutes east two hundred and twenty six feet to a point thence north twenty three degrees fifteen minutes east thirty four feet to a point thence north fifty three degrees twenty minutes east sixty eight feet to a point thence north forty seven degrees ten minutes east one hundred and eighty five feet to a point thence north eighty six degrees forty two minutes east crossing Iron stone creek one hundred and seven feet to a point and thence south sixty eight degrees fifteen minutes east one hundred feet to a point in the middle of a certain public road. The said three strips containing together one and two hundred and eighteen one thousandths acres and as on a map or plan whereof is hereto annexed and marked "C".

Now this Indenture Witnesseth that the said party of the first part for

and in consideration of the sum of two thousand eight hundred dollars - two thousand six hundred dollars in cash and the balance of two hundred dollars in bonds unto them in hand well and truly paid by the said party of the second part at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged have granted bargained sold aliened enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the said party of the second part their successors and assigns. All those two certain lots or pieces of the said land of the party of the first part described hereinbefore as follows viz. One of them Beginning at a point on the southern boundary line of the right of way of the said railroad distant thirty five feet from station two hundred and ninety six on the centre line thereof measured on a line bearing north twenty two degrees fifty four minutes east forty five feet to a point thence along other ground of the party of the first part crossing the public road about to be vacated south twenty two degrees fifty four minutes east thence along the same south fifty nine degrees seven minutes east two hundred and thirty one feet to a point at low water mark of the Conastoga creek thence northeasterwardly along low water mark of said creek the several courses and distances thereof five hundred and eighty three feet to a point thence north twenty two degrees ten minutes east one hundred and fifty two feet to a point thence north fifty eight degrees (east) forty five minutes west fifty two feet to a point on the said southern boundary line of the right of way and thence southwardly concentric with centre line of railroad and distant thirty five feet therefrom nine hundred and thirty one feet to the Place of Beginning. Containing eight hundred and forty seven one thousandths ($\frac{847}{1000}$) of an acre and tinted green on the map hereto annexed marked A

And the other of them Beginning at a point marked A on the annexed sketch distant eighty seven feet from station three hundred and five plus twelve on the centre line of the Columbia & Port Deposit Railroad measured along the same bearing north fifty eight degrees forty five minutes east and thence crossing said railroad and along other ground of the party of the first part north fifty eight degrees forty five minutes west six hundred and fifty and one half feet to a point on corner of land belonging to Henry Gresh thence along said Gresh land north forty degrees forty minutes east nine hundred and seventeen feet to a point thence still along said Gresh land north forty five degrees forty five minutes east four hundred and thirty two feet to a point thence south fifty eight degrees forty five minutes west two hundred and sixty four feet to a point thence still along the land of the party of the first part south six degrees fifteen minutes west five hundred and eleven and one half feet to a point thence south thirty eight degrees fifteen minutes west forty six feet to the Place of Beginning. Containing nine and three hundred and twenty one thousandths ($\frac{9\ 320}{1000}$) acres as a map or plan whereof marked B is hereto annexed. Being part of the same premises which Jeremiah Belling high sheriff of Berks County by Deed Poll dated November 1st A.D. Anno Domini eighteen hundred and sixty two and recorded in Berks County in Sheriffs Deed Book page 542 granted and conveyed unto the said Frederick Neuman party of the first part hereto in fee.

Together with all and singular the improvements buildings ways waters water courses rights liberties privileges and hereditaments whatsoever thereunto belonging or in anywise appertaining and the

reversions and remainders rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of them the said party of the first part in law equity or otherwise howsoever of in or to the same or every part thereof. To have and to hold the said two lots or pieces of ground hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances unto the said party of the second part their successors and assigns to and for the only proper use and behoof of the said party of the second part their successors and assigns forever. And the said party of the first part for themselves their heirs executors and administrators do by these presents covenant grant and agree to and with the said party of the second part their successors and assigns that they the said party of the first part their heirs all and singular the two lots or pieces of ground hereinbefore particularly described and granted or mentioned and intended so to be with the appurtenances unto them the said party of the second part their successors and assigns against them the said party of the first part their heirs and assigns and against every other person or persons whomsoever lawfully claiming or to claim the same by from or under them or any of them shall and will warrant and forever defend. And the said party of the first part for the consideration above mentioned have remised released quitclaimed and forever discharged and by these presents do remise release quitclaim and forever discharge the said party of the second part their successors and assigns of and from all and all manner of claims demands or damages for ever by reason of their entry upon and taking and occupying the said several other strips or pieces of land hereinbefore respectively and particularly described and the location and construction thereon of said railroad and works connected therewith and of the said public road. And for themselves their heirs executors administrators and assigns they hereby covenant and agree to and with the said party of the second part their successors and assigns that they the said party of the second part their successors or assigns shall never be required to erect or maintain any fences along the lines dividing the above described strips or pieces of land from the adjoining lands belonging to them. And further that no remnant of the above described several pieces or strips of land or any portion thereof or any part or portion thereof by the said party of the second part their successors or assigns or any one claiming or possessing the same or any part thereof by them the said party of the first part their heirs executors administrators or assigns whether by residence cultivation enclosure or otherwise for any period of time whatever whether for twenty one years or longer shall in any manner affect the right or title of the said party of the second part their successors and assigns to the entire and exclusive possession of the same. In witness whereof the said party of the first part have hereto set their hands and seals the day and year first above written

Interlineations

thence along other ground of the party of the first part crossing the public road about to be vacated south twenty two degrees fifty four minutes east on 6th line & thence south fifty eight degrees forty five minutes west fifty two feet to a point on 12th line 2 degrees four minutes west line & three on 8th line from bottom of 3 degrees on 5th page - 7th line thence along other ground of the party of the first part crossing the public road about to be vacated south twenty two degrees fifty four minutes east on 15th line thence north fifty eight degrees forty five minutes west fifty two feet to a point

Erasures

94-654

Recorded first month 12th line 47 page Erasure 11th line an sans shinered nib drawn through erasures also on 12th line 47 page written on erasures the above undertakings were all made before execution

Sealed & delivered in our presence
Washington Richards
Aug. S. Sassaman
Berks County ss

$3.00 U.S. Stamp $3.00

$.20 U.S. Stamp .20

Frederick Neiman (Seal)
Charlotte Neiman (Seal)

Before me the subscriber an alderman and one of the City of Reading Justices of the Peace in and for said County personally came the within named Frederick Neiman and Charlotte his wife and in due form of law acknowledged the within and foregoing instrument of writing to be their act and deed and desired that the same might be recorded as such according to law. And the said Charlotte being of full age and separate and apart from her said husband by me the first duly examined and the full contents of the foregoing indenture being by me first made known unto her did thereupon declare and say that she did voluntarily and of her own free will and accord sign seal and as her act and deed deliver the same without any coercion or compulsion of her said husband. Witness my hand and seal this twenty first day of July Anno Domini eighteen hundred and sixty nine

Washington Richards Ald. (Seal)

Recorded compared & found to agree exactly this 24th day of July 1869

Henry Reider
Recorder

Deed
John Rick
to
John Rothermel

This Indenture made the first day of January in the year of our Lord one thousand eight hundred and sixty eight Between John Rick of the City of Reading Pennsylvania of the one part and John Rothermel of the same place of the other part. Witnesseth that the said John Rick for and in consideration of the sum of three hundred dollars lawful money of the United States of America unto him well and truly paid by the said John Rothermel at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained sold aliened enfeoffed released and confirmed and by these presents doth grant bargain sell alien enfeoff release and confirm unto the said John Rothermel his heirs and assigns All that certain building lot of ground situate on the east side of North seventh street Between Washington and Walnut streets in said City of Reading Bounded on the north by a similar lot of ground the property of William P Shadell on the east by a fifteen feet alley on the south by a similar lot of ground the property of George Foos and on the west by said seventh street Containing in front twenty feet and in depth one hundred and fifteen feet. Being a part of the same property which Joseph Henry as administrator of the estate of Adam Lang deceased by his deed dated the first day of April A D eighteen hundred and sixty three granted and conveyed to the said John Rick in fee as in and by said deed duly recorded in the office for Recording of Deeds &c in Reading in deed Book A volume 84 page 93. relation being thereto had will more fully and at large appear Together with all and singular the ways waters water courses rights liberties privileges