

BECKLEY & MADDEN

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CRANBERRY COURT

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35164

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February 16, 2004

210078

Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423

VIA FED EX

**RE: STB Docket No. AB-55 (Sub-No. 568X)
CSX Transportation, Inc. -- Abandonment
Exemption in Franklin County, Pennsylvania**

Dear Mr. Williams:

We represent Frederick A. Fox, Kaye A. Fox, Frederick Armstrong Fox and New Franklin Properties, LLC.

Enclosed herewith please find an original and 11 copies of the Affidavit of Frederick Armstrong Fox.

Please file the original and 10 copies, and stamp and return one of the copies to us in the enclosed self-addressed, stamped envelope.

If you need anything further from us to complete the filing of the Affidavit, then please do not hesitate to contact me. Thank you for your courtesy and assistance in this matter.

BECKLEY & MADDEN

Vernon A. Williams, Secretary
February 16, 2004
Page 2



Very truly yours,

BECKLEY & MADDEN

By:

A handwritten signature in cursive script, appearing to read "Charles O. Beckley, II".

Charles O. Beckley, II

cc: Natalie S. Rosenberg, Esquire (via Fed Ex)
Martha B. Walker, Esquire (via Fed Ex)
Thomas J. Finucane, Esquire (via Fed Ex)
Mr. Frederick Armstrong Fox

BEFORE THE
SURFACE TRANSPORTATION BOARD

210078

DOCKET NO. AB-55 (SUB-NO. 568X)

CSX TRANSPORTATION, INC.
ABANDONMENT EXEMPTION
IN FRANKLIN COUNTY, PENNSYLVANIA

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AFFIDAVIT OF FREDERICK ARMSTRONG FOX

DATED: February 16, 2004

Thomas A. Beckley, Esquire
Charles O. Beckley, II, Esquire

BECKLEY & MADDEN
212 North Third Street
P. O. Box 11998
Harrisburg, PA 17108-1998
(717) 233-7691

Attorneys for Petitioners
Frederick A. Fox, Kaye A.
Fox, Frederick Armstrong Fox
and New Franklin Properties,
LLC



**BEFORE THE
SURFACE TRANSPORTATION BOARD**

DOCKET NO. AB-55 (SUB-NO. 568X)

CSX TRANSPORTATION, INC.
ABANDONMENT EXEMPTION
IN FRANKLIN COUNTY, PENNSYLVANIA

AFFIDAVIT OF FREDERICK ARMSTRONG FOX

I, Frederick Armstrong Fox, do hereby depose and say as follows:

1. I am submitting this affidavit on behalf of myself and Frederick A. Fox, Kaye A. Fox and New Franklin Properties, LLC. Frederick A. Fox is my father; Kaye A. Fox is my mother. New Franklin Properties, LLC ("NFP"), is a Pennsylvania limited liability company of which I am the sole owner.
2. My father, Frederick A. Fox, owns and operates Gaumer's Chassis Engineering ("GCE"). GCE engages in two separate but related business activities. Historically, GCE has

derived the bulk of its revenue from its manufacturing operation. GCE makes chassis and suspension components for heavy trucks and other vehicles which it distributes nationwide.

3. In addition to its manufacturing operation, GCE also operates a service shop, where it performs repair and maintenance work on heavy trucks.

4. For more than 20 years I worked for my father at GCE, where I was employed as the company's General Manager. In August, 2002, however, I left my employment with GCE to operate my own business, Gaumer Industries ("GI"). Like GCE, GI also manufactures chassis and suspension components for heavy trucks and other vehicles, which it distributes nationwide.

5. Vertical integration enables GI and GCE to remain competitive with other parts manufacturers, many of whom conduct their manufacturing operations offshore. Our companies use two types of raw materials, scrap iron known as "other track materials" ("OTM"), and primary wrought steel products, which consist mostly of bars and plates. GCE uses OTM in its casting operation. The castings produced by GCE are then machined and assembled into finished parts. Similarly, GCE and GI first machine the wrought steel products, and then assemble those products into finished parts. The finished parts are then warehoused and shipped. GCE and GI are not "contract shops." GCE and GI produce their products for the market, not for any particular buyer.

6. GCE and GI currently have their raw materials (the OTM and the wrought steel products) delivered by truck. As GI increases its production capacity, however, we will be able

to place larger individual orders, which will enable us to purchase our raw materials more cheaply. As GI's need for raw materials grows, I anticipate that it will become more economical, indeed economically necessary, to purchase raw materials in tonnages that can only be delivered economically by rail.

7. When CSX Transportation, Inc. ("CSXT"), filed its Petition for Exemption in November, 1998, GCE conducted its manufacturing and service operations in properties that my father and I own that are situated along Black Avenue and along Main Street (U. S. Route 11) in the Borough of Chambersburg, Franklin County, Pennsylvania (these properties are referred to collectively herein as the "Black Avenue" properties). The Black Avenue properties comprise approximately six acres of land, on which five buildings are erected which together contain approximately 50,000 square feet. Additionally, I have a right of first refusal to purchase an additional four acres of land that is currently owned by Chambersburg Little Leagues, Inc., and used as a ball field. (Attached hereto as Exhibit A are three photographs which show both the buildings on Black Avenue which housed most of GCE's manufacturing operation, and the location of the ball field in relation to those buildings. Attached hereto as Exhibit B is a copy of my right of first refusal.)

8. The Black Avenue properties are bordered generally by South Street on the north, Black Avenue on the east, and Segment 2 of CSXT's rail line on the west.¹ When we learned that CSXT intended to abandon a portion of its rail line in Chambersburg, we submitted an Offer

¹ In its Decision served on January 20, 2004, the Board noted that the Line which CSXT seeks to abandon consists of three segments: Segment 1, which extends from Fourth Street to Main Street; Segment 2, which extends from Main Street to South Street; and Segment 3, which extends from South Street to Commerce Street. We seek to acquire Segments 1 and 2 through the OFA process.

of Financial Assistance (“OFA”) on March 12, 1999, in which we offered to purchase Segment 2 of CSXT’s Line. The Board subsequently found us to be financially responsible, we made an agreement with CSXT, and on May 7, 1999, the Board served a Decision which authorized us to purchase Segment 2 of CSXT’s Line. (Although we have not yet completed the acquisition of Segment 2, GCE has paid to CSXT a nonrefundable deposit of \$13,500.00.)

9. In 1999, we wanted to purchase Segment 2 in order to preserve rail service to GCE’s manufacturing operation, which was then conducted solely in the Black Avenue properties. We believed that for GCE to remain competitive in the manufacturing business, we needed to retain the ability to receive shipments of raw materials by rail. (As I alluded to previously, many of GCE’s and GI’s competitors conduct their manufacturing activities in either India or China, which is where a significant portion of America’s casting industry has gone.²)

10. We did not file an OFA for Segment 1 of CSXT’s Line in 1999. In its Petition for Exemption, CSXT indicated that Segment 1 was to be reclassified as industrial sidetrack, in order to maintain rail service to Chambersburg Engineering Company (“CECO”), which CSXT identified as the only rail customer on the portion of Line to be abandoned. Segment 1 connects Segment 2 to CSXT’s railroad. Since Segment 1 was to remain in place, we assumed that we would be able to negotiate an agreement to bring rail shipments over Segment 1 to our Black Avenue properties.

² According to the December, 2003, issue of *Modern Casting*, a publication of the American Foundry Society, in 2002 India and China together produced 12,210,108 metric tons of gray iron, compared to 4,463,424 metric tons produced by the United States; 3,294,986 tons of ductile iron, compared to 3,703,190 tons produced by the U.S.; 2,017,109 tons of steel, compared to 840,067 tons produced by the U.S.; and had a total combined casting production of 19,528,563 metric tons, compared to the U.S.’s total production of 11,811,742 metric tons. China’s shipments grew by nine percent in 2002; India’s shipments grew by five percent. China’s casting shipments have increased by 60 percent over the last six years. In 2002, U.S. shipments declined for the third straight year.

11. In February, 2001, however, CSXT sent our Counsel a letter in which CSXT indicated that CECO no longer desired rail service; that a purchaser for Segment 1 no longer existed; and that, consequently, CSXT intended to remove Segment 1. Faced with the prospect that Segment 2, for which we had filed the OFA, would be isolated from CSXT's railroad if Segment 1 was removed, we directed our Counsel to seek permission to withdraw our OFA for Segment 2. On March 30, 2001, the Board served a decision which granted our request and terminated the OFA process.

12. Less than four months later, however, in July, 2001, CSXT informed us that CECO had reconsidered its need for rail service, and that Segment 1 of the Line would remain in place. Upon learning this we directed our Counsel to seek to reinstate our OFA for Segment 2, and on September 10, 2001, the Board served its Decision granting our request to reinstate our OFA. On July 19, 2001, the same day that we sought the Board's permission to reinstate our OFA, we directed our Counsel to send a separate letter to CSXT, in which we offered to purchase Segment 1 directly from CSXT, outside of the OFA process. (A copy of our Counsel's July 19, 2001, letter to CSXT's Counsel is attached hereto as Exhibit C.)

13. We offered to buy Segment 1 directly from CSXT because of the uncertainty we had witnessed concerning the disposition of Segment 1. We felt at that time, i.e., in July, 2001, that the best way to secure continued rail access for our Black Avenue properties was to acquire ownership of Segment 1. Through our Counsel, we reiterated our offer to CSXT to buy Segment 1 several times during the period between 2001 and 2003. CSXT responded by indicating that it felt that it had made a gentlemen's agreement to sell Segment 1 to the Borough, and CSXT

refused to sell Segment 1 to us outside of the OFA process. CSXT has not, however, opposed our petition to amend our OFA to include Segment 1, or, alternatively, to file a new OFA, *nunc pro tunc*, that includes Segment 1. As we noted in our petition, CSXT has previously indicated to the Board that it will sell Segment 1 to us through the OFA process.

14. In December, 2001, or January, 2002, Chambersburg Engineering Company, which owned the property served by Segment 1, ceased operations and went out of business. While we were generally aware that CECO no longer did business on the same scale that it once had, CECO's sudden closure came as a considerable surprise. CECO had long been a Chambersburg institution, and had operated out of the same location since 1897. (In fact, my grandfather worked for CECO before leaving to serve with the United States Navy in World War II.) Although saddened by CECO's demise, we recognized that CECO's closure presented us with a substantial opportunity.

15. For a number of years prior to 2002 GCE had been experiencing growth pressures at its Black Avenue location. GCE was, simply put, out of space. While we had engaged in a land assembly program, which is why I purchased the right of first refusal on the Little League's property, there was simply not enough land available along Black Avenue to serve GCE's long term needs. Indeed, before CECO closed its doors, as GCE's General Manager, I had preliminarily investigated the possibility of moving GCE's manufacturing operation out of the Borough.

16. The CECO facility, however, suited GCE's needs very well. It is what I would characterize as a "classic" industrial facility. The site contains approximately 25 acres of land and approximately 250,000 square feet of building space. The buildings on the property are in very good condition, and include an office building, a machine shop and fabrication facility, a building suitable for a casting operation, and several warehouse buildings. The machine shop and the fabrication facility are equipped with functioning overhead cranes, with a lift capacity of up to 120 tons, which permit the movement of very large and heavy pieces of machinery or other objects.

17. The CECO property enjoys excellent vehicular access, with access from the west off of Main Street (Route 11), and access from the north off of Derbyshire Street.

18. Additionally, the CECO property is also served by a rail siding coming off of Segment 1 of CSXT's Line, and a network of rail sidings on the property itself. Some of these sidings permit rail cars to be taken inside of the buildings. Together, these sidings allow rail shipments to be received from CSXT and moved about the property. They constitute an integral part of the facility's infrastructure.

19. We found the CECO property to be especially attractive because of its proximity to our Main Street and Black Avenue properties. It is literally across the street. We felt that if I could acquire the CECO facility, it would serve our long term growth needs; GCE could remain in the Borough; and we could take advantage of the opportunity to develop the open land on the

CECO tract that fronts on Main Street in conjunction with our Main Street and Black Avenue properties.

20. Attached hereto as Exhibit D is an aerial photograph of the CECO property. This photograph was taken last summer, after my company, New Franklin Properties, had acquired the CECO tract. The street that runs from right to left across the bottom of the photograph is Derbyshire Street. The two story brick building that sits on Derbyshire Street near the entrance to the facility is the office building. The street that runs at a 45 degree angle from the bottom of the picture toward the top across the lower right hand corner of the picture is Main Street (Route 11). The flat building with the black roof at the lower right hand corner of the picture is Gaumer Chassis Engineering's service facility.

21. The rail line that runs at a 45 degree angle from the top of the picture toward the bottom across the upper right hand corner of the aerial photograph includes Segment 1 of CSXT's Line. Segment 1 begins near the large brick building that appears at the center top of the picture. (The brick building is not part of the CECO complex.) The rail siding from Segment 1 onto the CECO property can be seen as Segment 1 approaches the right hand side of the photograph. Also visible on the aerial photograph are the network of sidings that serve the CECO property itself.

22. Attached hereto as Exhibit E is a photograph taken at ground level that shows the entrance of the rail siding onto the CECO property. The wire fence gate in the center of the picture marks the entrance of the siding. Unfortunately, due to the snow, the track itself is not

visible. Segment 1 of CECO's Line is on the other side of the fence on the right hand side of the photograph.

23. In order to convey the size and industrial character of the buildings on the CECO property, attached hereto as Exhibit F is a series of seven photographs of the CECO facility. The first photograph was taken from the parking lot of GCE's service shop, which lies across Main Street from the northwest corner of the CECO property. The remaining six photographs were taken from various locations on the CECO property.

24. In order to provide the Board with further perspective, attached hereto as Exhibit G is a portion of the Borough of Chambersburg's Zoning Map. The CECO property and our Main Street and Black Avenue properties are outlined in yellow. The map shows the proximity and contiguous nature of these properties. The map also shows the rail siding into the CECO property, as well as the tracks that serve the various buildings situated on the property.

25. The CECO property and most of our Main Street and Black Avenue properties are zoned for "Heavy Manufacturing." Attached hereto as Exhibit H is an excerpt from the Chambersburg Zoning Ordinance which sets forth the uses permitted in a Heavy Manufacturing zoning district. These uses include primary metal industries; fabricated metal products producers; chemical and allied products producers; petroleum refining and related industries; rubber producers; incinerators; leather tanning facilities; power generating plants; truck terminals; and wholesale distribution facilities.

26. Two industrial parks are located to the south and west of the CECO facility. The first, known as Progress Park, lies generally to the west of the CECO property, is bisected by Industrial Drive and is zoned for Medium Manufacturing. (A portion of this park is visible in the upper right hand corner of the aerial photograph of the CECO property that is attached hereto as Exhibit D.) The second park, the Chambers 5 Business Park, lies to the south of the CECO facility, is bisected by Orchard Drive, and, like the CECO tract, is zoned for Heavy Manufacturing and served by rail. The area occupied by both of these industrial parks is visible on the portion of the Borough's Zoning Map that is attached hereto as Exhibit G. The names of the parks are highlighted in red.

27. Sometime in April, 2002, when an auction of CECO's capital equipment and intellectual property was scheduled, and it became clear that CECO would not reopen its doors, I began to investigate the possibility of acquiring CECO's real property. On May 22, 2002, I entered into an Agreement of Sale with the Chambersburg Engineering Company to purchase all of its real property situated within the Borough of Chambersburg. On July 30, 2002, CECO conveyed its real property to New Franklin Properties, the limited liability company that I own. A copy of the deed from CECO to NFP is attached hereto as Exhibit I.

28. My company's acquisition of the CECO property worked a significant change in both the circumstances affecting GCE, and our plans for the use of our Black Avenue and Main Street properties. When we originally filed our OFA for Segment 2 of CSXT's Line in March, 1999, we owned only six acres of ground (with a right of first refusal to buy four more), and approximately 50,000 square feet of building space. By comparison, my father and I now own

personally, or control through NFP, 30 acres of land (plus the right of first refusal on the four acres of Little League property bordered by Segment 2), the vast majority of which is zoned for Heavy Manufacturing, and approximately 300,000 square feet of building space. Moreover, we have room on our properties to expand significantly the area under roof.

29. We are now in the process of developing a long term land use plan for our properties. The first phase of our plan will focus on consolidating all of GI's and GCE's business activities at the CECO facility. At present, GI and GCE have already moved their offices and warehousing and fabrication operations into the CECO facility. Over the course of the next 12 to 18 months, GI will place its casting facility into service on the CECO property, and GCE will move its service shop onto the CECO tract.

30. The move into the CECO facility will allow GI to expand its operations considerably. For example, GI will house its casting operation in a 45,000 square foot building, as compared to the 15,000 square foot building in which GCE operates its casting facility on Black Avenue. GI's casting operation will be more automated and have considerably more production capacity than GCE's existing facility.

31. As GI increases its production capacity, I will need increasing amounts of both the OTM and the wrought steel products that we use for raw materials. Now more than ever before, we regard it as critical to GI's and GCE's manufacturing businesses to retain the ability to receive shipments of raw materials by rail. We think the day is fast approaching when we will no longer be able to buy OTM and wrought steel products at competitive prices unless we can

buy these materials in tonnages that can be delivered most economically by rail. If we cannot buy raw materials competitively, then we will have no choice but to follow our competitors' lead and outsource casting to an offshore facility. My father and I take great pride in the fact that GCE and GI are vertically integrated American manufacturing companies. Maintaining rail service to the CECO facility will help both of our companies to retain their independence.

32. Moreover, I want to reiterate to the Board that I consider the rail siding off of Segment 1 of CSXT's Line to be an integral part of the CECO property's infrastructure, in the same way that the gas, water, sewer and electrical lines comprise part of the infrastructure. The capability to receive rail shipments is part of what NFP bought when it purchased the CECO tract. I want to state unequivocally to the Board that if we had known in March, 1999, that, three-and-a-half years later, in July, 2002, I would have the opportunity to acquire the CECO property, then without question we would have included both Segment 1 and Segment 2 in our original OFA.

33. In this regard, I should note that I have already received unsolicited inquiries from several potential tenants seeking to use a portion of the CECO facility for dry storage. One of the companies wanted to store large electric transformers, which we could unload and move using the buildings' overhead cranes. Another wanted to store grain. Both of these companies indicated that their interest in the CECO property stemmed from, and was contingent upon, its ability to receive rail shipments. While I did not pursue these inquiries because GI and GCE intend to use most of the existing building space in their respective manufacturing and service

operations, the inquiries demonstrate that the CECO property's value is linked directly to its access to rail service.

34. After we have finished consolidating GCE's and GI's operations in the CECO facility, our Main Street and Black Avenue properties will be vacant. I also anticipate that a considerable amount of the open land on the CECO tract that fronts on Main Street will remain unused. The second phase of our long term land use plan will involve devising a strategy for developing these properties. Our current plan is to market the Main Street and Black Avenue properties, and the unused portion of the CECO tract, together to potential tenants, using an industrial/commercial park concept. As I noted previously, both the CECO (now GI and GCE) facility and our Main Street and Black Avenue properties lie in close proximity to two other industrial parks.

35. On January 22, 2004, I met in Chambersburg with a representative of the Industrial Properties Group of Commercial-Industrial Realty Company ("CIR"). CIR maintains its offices in suburban Harrisburg, Pennsylvania, and is the largest commercial and industrial realtor in Central Pennsylvania. CIR recommended to me that we first complete the consolidation of GI and GCE in the CECO facility, so that we can see how much of the CECO facility will remain available for use by other tenants, before we finalize a land use plan for the other properties. As I mentioned previously, we estimate that this process will take another 12 to 18 months. CIR also stressed the importance of maintaining rail access to the CECO property.

36. At present, we have no plans to sell any of our properties. We think it important to preserve rail access to our Black Avenue properties through our purchase of Segment 2 of CSXT's Line (the subject of our original OFA) so that we can maintain the flexibility to attract either industrial or logistics-based tenants.

37. To summarize our position for the Board, we have asked the Board to allow us to acquire Segment 1 of CSXT's Line through the OFA process for four principal reasons:

(a) First, my company, New Franklin Properties, now owns the former Chambersburg Engineering Company property, which is the only property served by Segment 1. Rail access constitutes an integral part of the property's infrastructure. It is part of what my company purchased, and one of the reasons why it made the acquisition. The capacity to receive and dispatch rail shipments enables us to make full use of the facility's large industrial buildings, which are equipped with overhead cranes suited to moving large, heavy objects, many of which can only be transported economically by rail. Even if I did not anticipate a need for rail service for GI and GCE's manufacturing operations, I would want to preserve rail service to the property in order to maintain the ability to attract the kind of tenants who need large open buildings equipped with overhead cranes. Without rail service, we could not make full use of all of the property's facilities. I want to purchase Segment 1 of CSXT's Line to ensure that the former CECO property retains its unique character as a heavy industrial facility, and to prevent the buildings and equipment on the property, which are best suited to a large scale industrial or logistics use, from becoming obsolete because the facility no longer has access to rail service. In short, I want to protect the substantial investment that I have made.

(b) Second, I view maintaining access to rail service as being absolutely critical to the long term survival of GI's manufacturing business. As GI increases its production capacity, GI's ability to continue to make its own castings -- which allows me carefully to control both the quality and availability of GI's product -- will depend largely upon GI's ability to purchase raw materials competitively. I believe that preserving GI's capability to receive rail shipments, which will permit me to purchase OTM and wrought steel products in quantities that can only be transported economically by rail, will enable GI to remain competitive with offshore parts manufacturers.

(c) Third, we want to preserve rail service to our Black Avenue properties, which are served by Segment 2 of CSXT's Line, in order to maximize our pool of potential tenants. By purchasing Segment 1, we can ensure that Segment 2 remains connected to the national rail network.

(d) Finally, from the inception of this proceeding, the reason given by CSXT for its decision not to remove Segment 1, and instead to preserve it as industrial sidetrack, was to preserve rail service to the Chambersburg Engineering Company. Again, my company, New Franklin Properties, now owns the former Chambersburg Engineering Company property. Segment 1 includes two bridges, and will require regular inspections and maintenance. We have both the means and the desire to maintain Segment 1 in a condition suitable for rail service. As the owner of the property which Segment 1 serves, and as the future owner of Segment 2, we feel it simply makes sense to permit us to purchase Segment 1 from CSXT through the OFA process.

38. As a resident, taxpayer, employer and business owner in the Borough of Chambersburg, I can think of no reason why the Borough should want to acquire Segment 1 of CSXT's line. Since Segment 1 is only approximately .24 miles long, and now serves only the CECO property, which my company owns, I can think of no railroad use that the Borough could make of Segment 1. If the Borough purchases Segment 1 from CSXT outside of the OFA process, then my understanding is that the Borough would have no legal obligation to provide us with access to Segment 1, and that we would have to negotiate a sidetrack agreement with the Borough. To state the matter plainly, having already made a substantial investment in both the CECO and the Black Avenue properties, we do not want to find ourselves in a position where the Borough, or some other public entity, which has no stake in our success or failure, controls our access to rail service. That is why we have committed the time and significant resources to seeking the Board's permission to purchase both Segment 1 and Segment 2 through the OFA process.

39. For all of these reasons, we continue respectfully to request the Board: (a) to enter an order allowing us to amend our OFA to include Segment 1; (b) to reopen its Decision served on March 9, 1999, to permit us to file, *nunc pro tunc*, a new OFA that includes Segment 1; or (c) to reopen its Decision served on March 9, 1999, to permit New Franklin Properties to file its own OFA for Segment 1 of CSXT's Line.

I, Frederick Armstrong Fox, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief. I certify that I am qualified and



Exhibit A-1

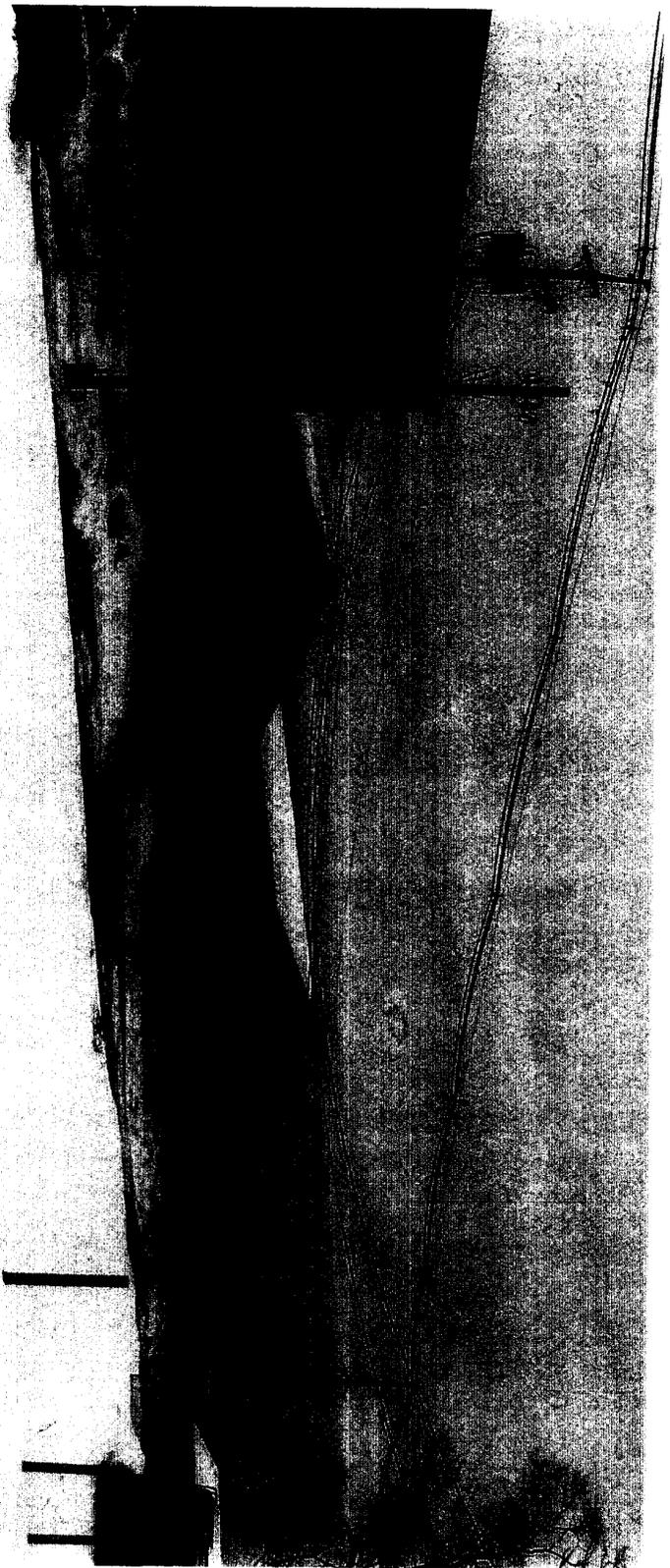


Exhibit A-2



Exhibit A-3

25334

RIGHT OF FIRST REFUSAL AGREEMENT

COPY

THIS AGREEMENT made this 29th day of April, 1997, between Chambersburg Little Leagues, Inc., a Pennsylvania corporation (hereinafter "CLL"), and Frederick A. Fox and Karla M. Fox, his wife, of 870 Edgar Avenue, Chambersburg, Pennsylvania (hereinafter "Fox").

WITNESSETH, that in consideration of the mutual covenants herein contained and intending to be legally bound by the terms hereof, the parties agree as follows:

1. The CLL grants Fox the Right of First Refusal to purchase from the CLL the hereafter described real estate under the terms and conditions set forth herein.
2. In consideration for said Right of First Refusal, Fox will pay the non-refundable consideration of \$1,000.00. The period of this agreement shall be ten (10) years from the above set forth date. The option may be renewed for successive 10-year terms by the payment of \$1,000.00 prior to the end of any term.
3. The real estate consists of all or any part of the unimproved real estate in the Borough of Chambersburg, Franklin County, Pennsylvania, being the same as Frank S. Hartzok and Ruth S. Hartzok, his wife, by deed dated December 11, 1952, conveyed to Chambersburg Little Leagues, Inc., recorded in Volume 435, Page 87, containing a total acreage of approximately 4 acres, and 37 perches. The real estate has a current use as a little league baseball field and is known as "Hafer Field." The real estate is also subject to a recorded easement in favor of the Borough of Chambersburg.
4. This Right of First Refusal shall operate in the following manner:
 - a. Upon receipt by CLL of any bona fide written offer to purchase any or all the subject land which they have accepted, contingent upon this Right of First Refusal, Fox shall be notified in writing of the offer within three business days of receipt and shall receive a copy of the offer. From the date of receipt of notice Fox shall have 15 days to exercise his right to purchase the real estate on the identical price terms as the third party offer. Such acceptance by Fox shall be in writing delivered to an officer of the Board of CLL, but if an officer is not available, then to any Board member. Fox shall have the same length of time (from acceptance to settlement) to settle as described in the bona fide

Exhibit B-1

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COPY

offer which settlement shall be held at the law office of Sharpe, Wenger & Gabler, 257 Lincoln Way East, Chambersburg, Pennsylvania, or at such other location as the parties may agree, at an agreed time of day. Any down money by the third party shall be paid in equal amount by Fox upon exercise of their right to purchase. The balance of the purchase price shall be payable at settlement by cash, certified, treasurer's or bank check. Should an offer be for less than all real estate owned by CLL and should Fox purchase any portion, this Agreement shall continue in effect as to the remainder.

- b. CLL shall deliver a special warranty deed conveying a fee simple title free and clear of all liens and encumbrances, except such building and use restrictions as may be found by examination of the public records. If CLL is unable to convey title as provided for herein, then at CLL's option, if Fox elects not to take the conveyance with the objections noted for the full purchase price, CLL may return the down money and thereafter keep or dispose of the property without any further obligation to Fox.
 - c. The Pennsylvania realty transfer tax of one (1%) percent on the consideration shall be paid by CLL. The one (1%) percent local realty tax shall be paid by Fox.
 - d. Real estate taxes shall be prorated to date of settlement on a fiscal year basis.
 - e. At settlement CLL will warrant that there are no known assessments, charges, municipal claims or unpaid claims for work done on or about the property which would constitute a lien, or a potential later lien against the property.
5. Should Fox fail to make settlement as set forth herein, CLL shall retain the down money and this agreement shall expire and all rights and obligations hereunder shall terminate.

COPY

6. Should Fox not exercise this option upon receipt of notice of a bona fide offer, and should that offer fail to settle, then this option shall continue in existence.
7. Other than as contained herein, there are no representations or warranties concerning any matter, and this is the entire agreement of the parties.
8. This agreement may be assigned by Fox and shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year aforesaid.

ATTEST:

CHAMBERSBURG LITTLE LEAGUES, INC.

Jana L Fisker
Secretary

By Choto Lauer
President

WITNESS: [Signature]

Frederick A. Fox (SEAL)
Frederick A. Fox

Karla M. Fox (SEAL)
Karla M. Fox

I hereby CERTIFY that this document is recorded in the Recorder's Office of Franklin County, Pennsylvania.



Linda Miller
Linda Miller
Recorder of Deeds

Exhibit B-3

VOL 1338 PAGE 0456

COPY

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF FRANKLIN :

On this 11th day of June, 1997, before me, the undersigned officer, personally appeared Wesley Kasenberg, who acknowledged himself to be the President of Chambersburg Little Leagues, Inc., and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

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



Penny R. Morrison
Notary Public

NOTARIAL SEAL
PENNY R. MORRISON, NOTARY PUBLIC
BOROUGH OF CHAMBERSBURG, FRANKLIN CO.
MY COMMISSION EXPIRES MAY 19, 1998

STATE OF PENNSYLVANIA :
: SS
COUNTY OF FRANKLIN :

On this the 11th day of April, 1997, before me, the undersigned officer, personally appeared Frederick A. Fox and Karla M. Fox (known to me or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Penny R. Morrison
Notary Public

NOTARIAL SEAL
PENNY R. MORRISON, NOTARY PUBLIC
BOROUGH OF CHAMBERSBURG, FRANKLIN CO.
MY COMMISSION EXPIRES MAY 19, 1998

14.50

RECORDED
JUN 12 3 18 PM '97
LINDA MILLER
RECORDER OF DEEDS
FRANKLIN COUNTY

BECKLEY & MADDEN

ATTORNEYS AT LAW

CRANBERRY COURT

212 NORTH THIRD STREET

POST OFFICE BOX 11998

HARRISBURG, PENNSYLVANIA 17108-1998

AREA CODE 717
TELEPHONE 833-7691

FAX NO.
(717) 833-8740

FILE NO.
35164

July 19, 2001

Natalie S. Rosenberg, Esquire
CSX Transportation, Inc.
Law Department
500 Water Street
Jacksonville, FL 32202

VIA FED EX

**RE: STB Docket No. AB-55 (Sub-No. 568)
CSX Transportation, Inc. -- Abandonment
Exemption in Franklin County, Pennsylvania**

Dear Natalie:

This will confirm our telephone conversation of this morning.

As you know, the Foxes are seeking to purchase, through the OFA process, the portion of CSXT's rail line that extends from Main Street to South Street in the Borough of Chambersburg. As I indicated to you when we spoke, the Foxes have authorized me to offer to purchase as well the section of CSXT's line that extends from Fourth Street to Main Street.

Obviously, if the Foxes were to purchase this additional section of the line, it would assist them in maintaining rail service to their plant. We would prefer, however, to purchase this section of track privately, outside of the OFA process.

The Foxes are willing to pay \$23,534.00 for the additional section of line. We have based this figure on numbers provided to us by Charlie Rosenberger in a letter dated January 27, 1999. Charlie indicated that "CSXT has estimated the net liquidation value of its rail line between Fourth Street and South Street at \$78,106 and between Main Street and South Street at \$54,272." (For your convenience, I am enclosing herewith a copy of Charlie Rosenberger's January 27, 1999, letter.)

To arrive at the price for the piece between Fourth and Main, we simply subtracted the price for the section between Main and South from the total: \$78,106.00 - 54,572.00 =

Exhibit C-1

BECKLEY & MADDEN

Natalie S. Rosenberg, Esq.
July 19, 2001
Page 2

\$23,534.00. If this price needs to be adjusted due to the passage of time, then the Foxes will entertain any reasonable counteroffer.

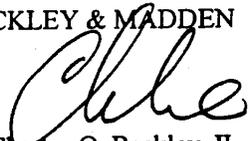
The Foxes are prepared to close on the sale at CSXT's convenience, and would be willing to forward an additional deposit to CSXT as a sign of good faith.

Please let me know if we can provide you with any additional information concerning the Foxes' offer to purchase privately the section of line that extends from Fourth Street to Main Street. Thank you for your courtesy and assistance in this matter. We will look forward to receiving CSXT's response.

Very truly yours,

BECKLEY & MADDEN

By:


Charles O. Beckley, II

COBII/gs
Enclosure

cc: Mr. Frederick Armstrong Fox (w/encl.)



Exhibit D



Exhibit E

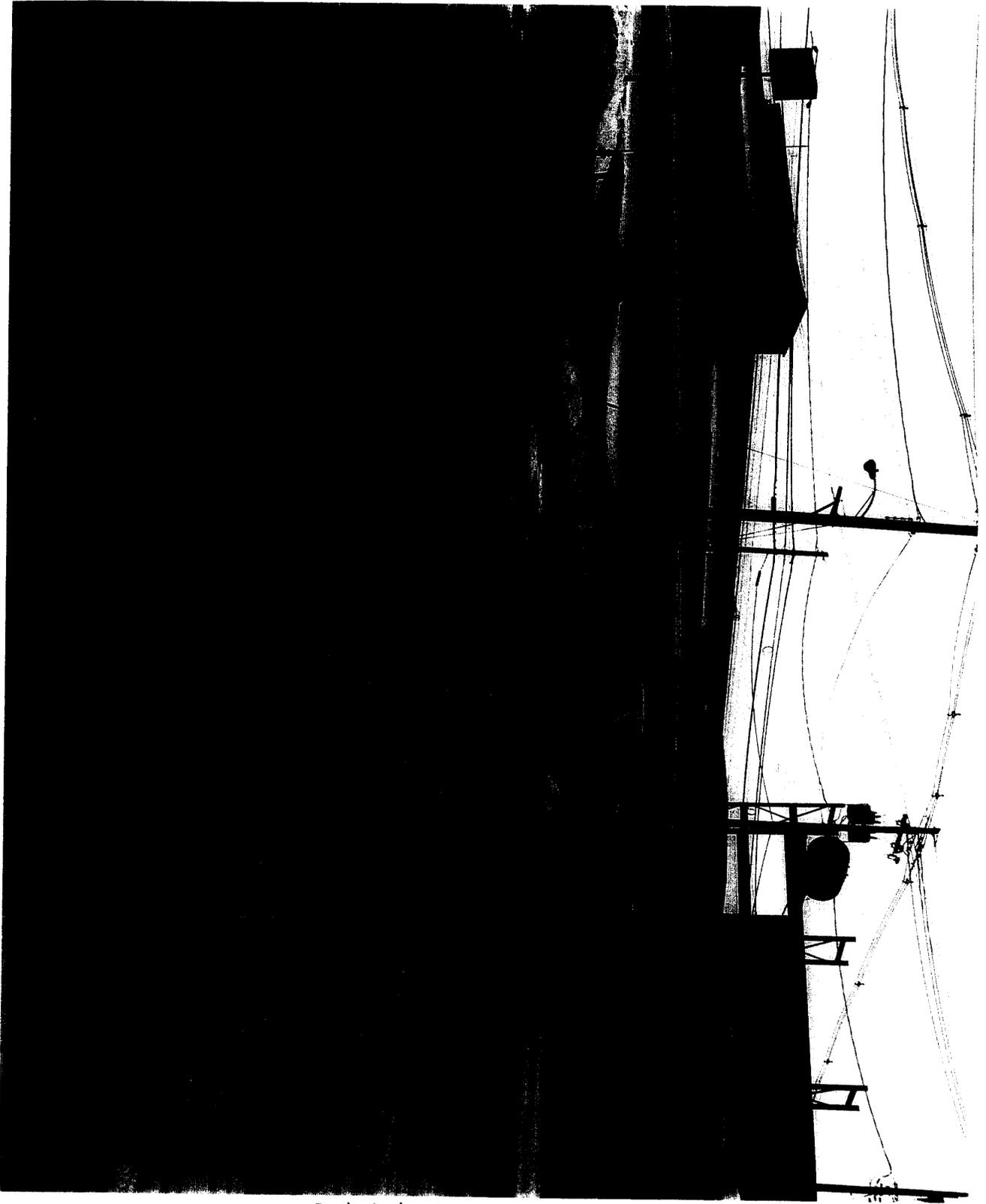


Exhibit F-1

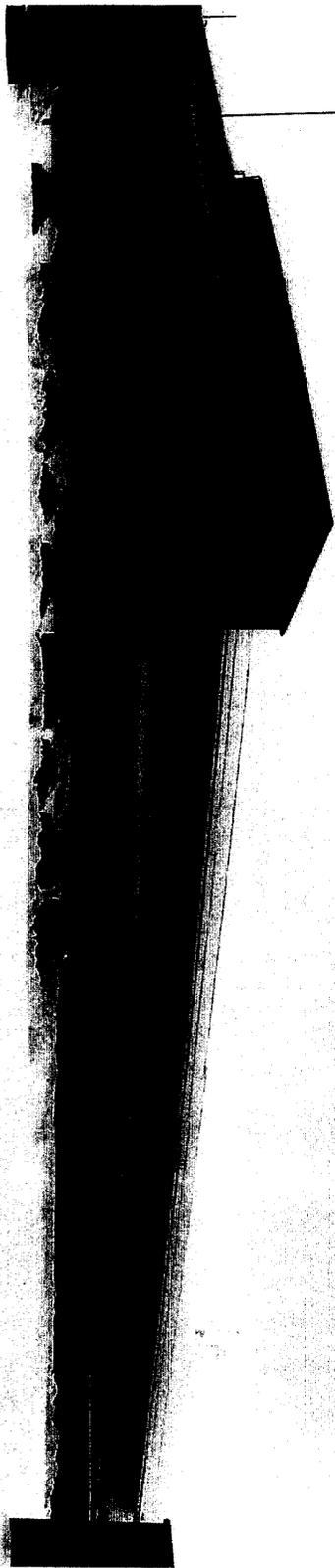


Exhibit F-2



Exhibit F-3

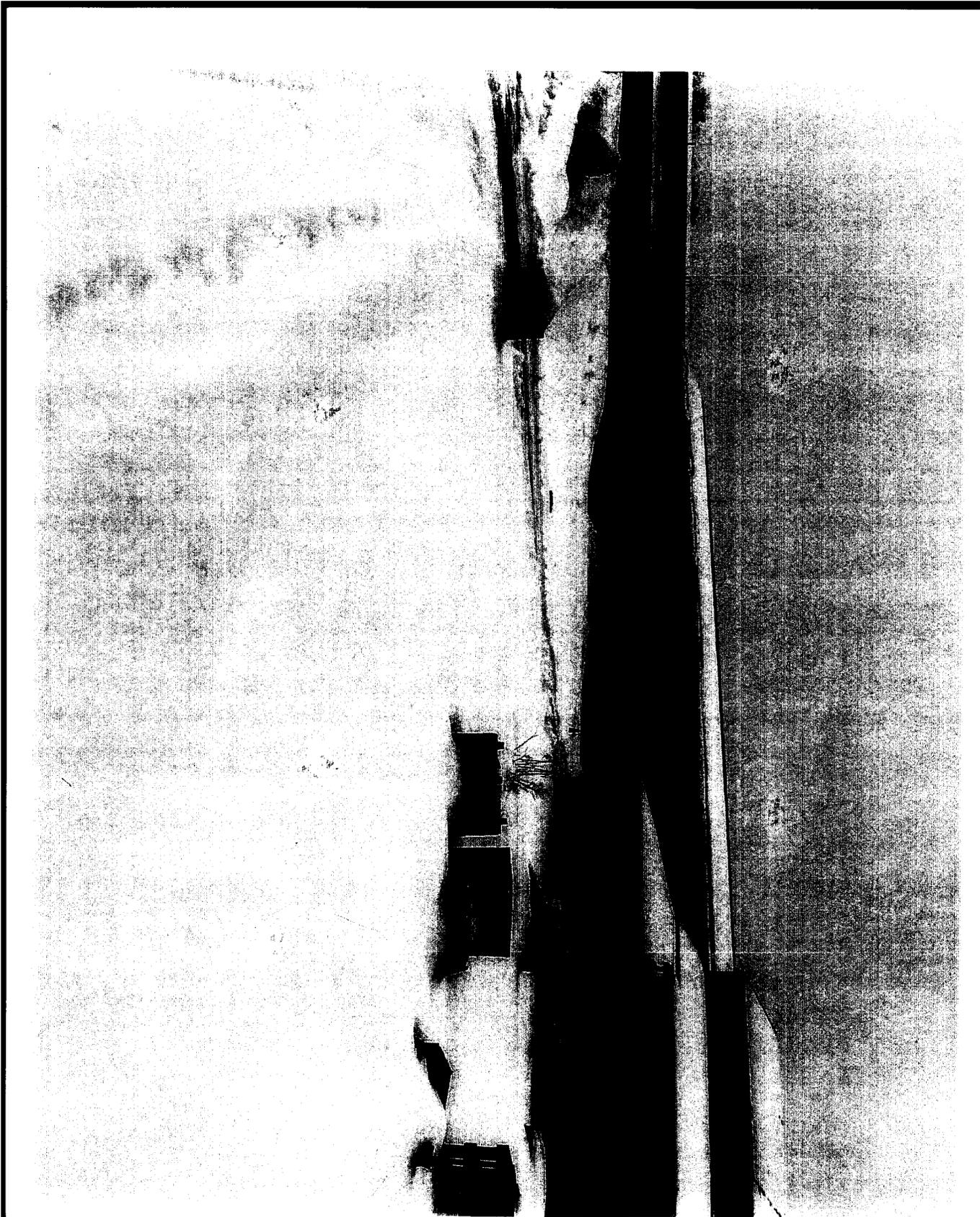


Exhibit # -4

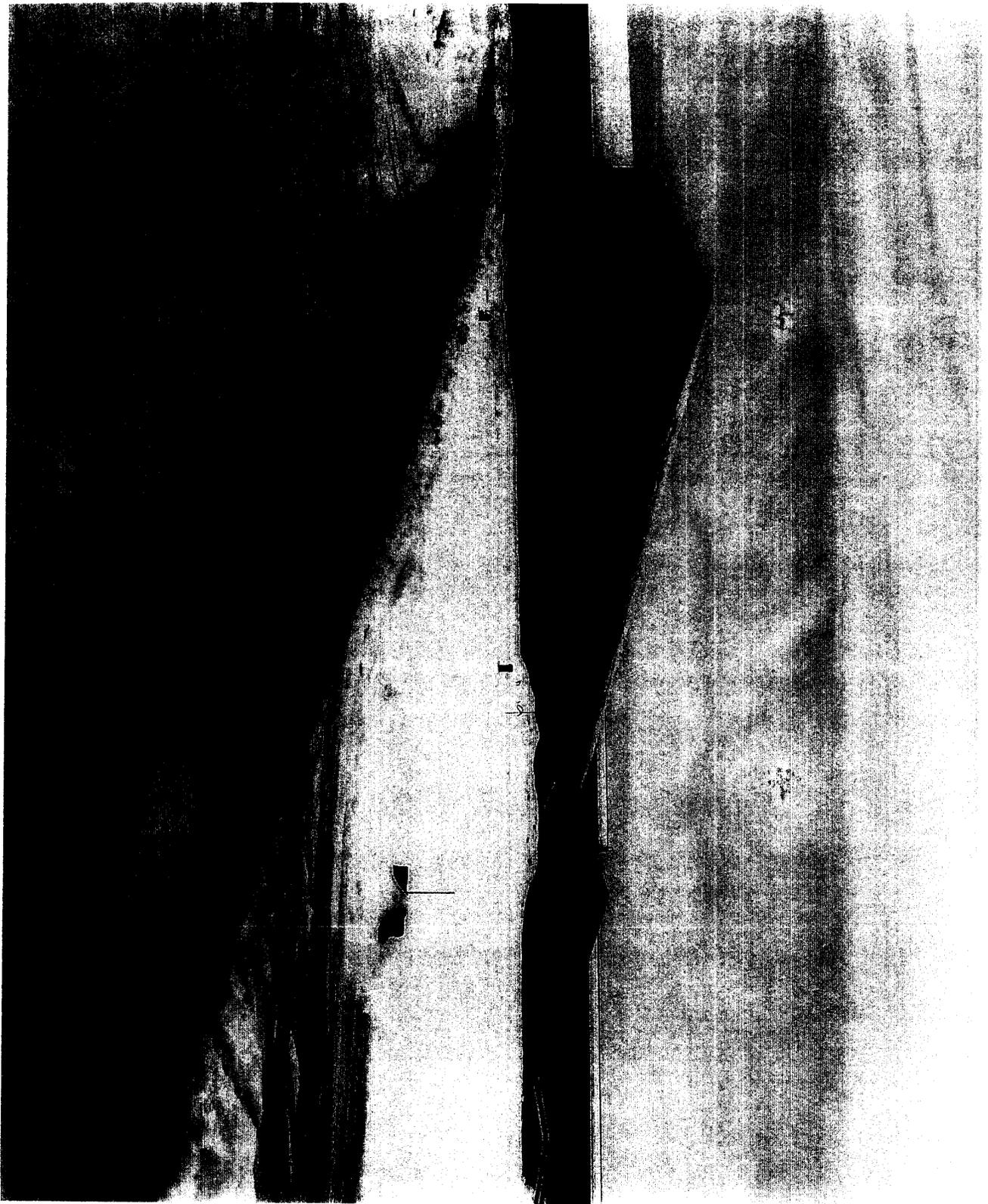


Exhibit F-5



Exhibit F-6

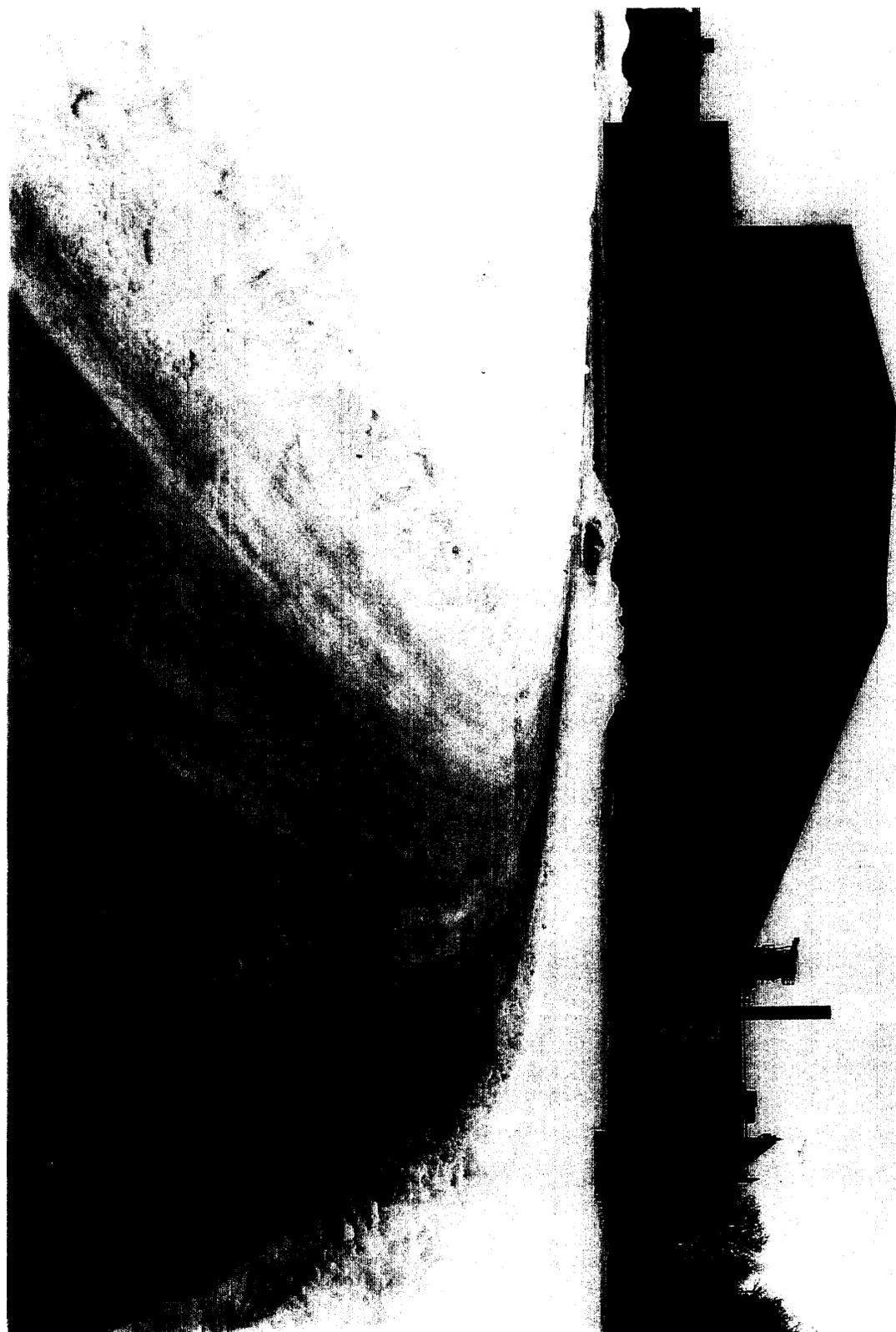


Exhibit F-7

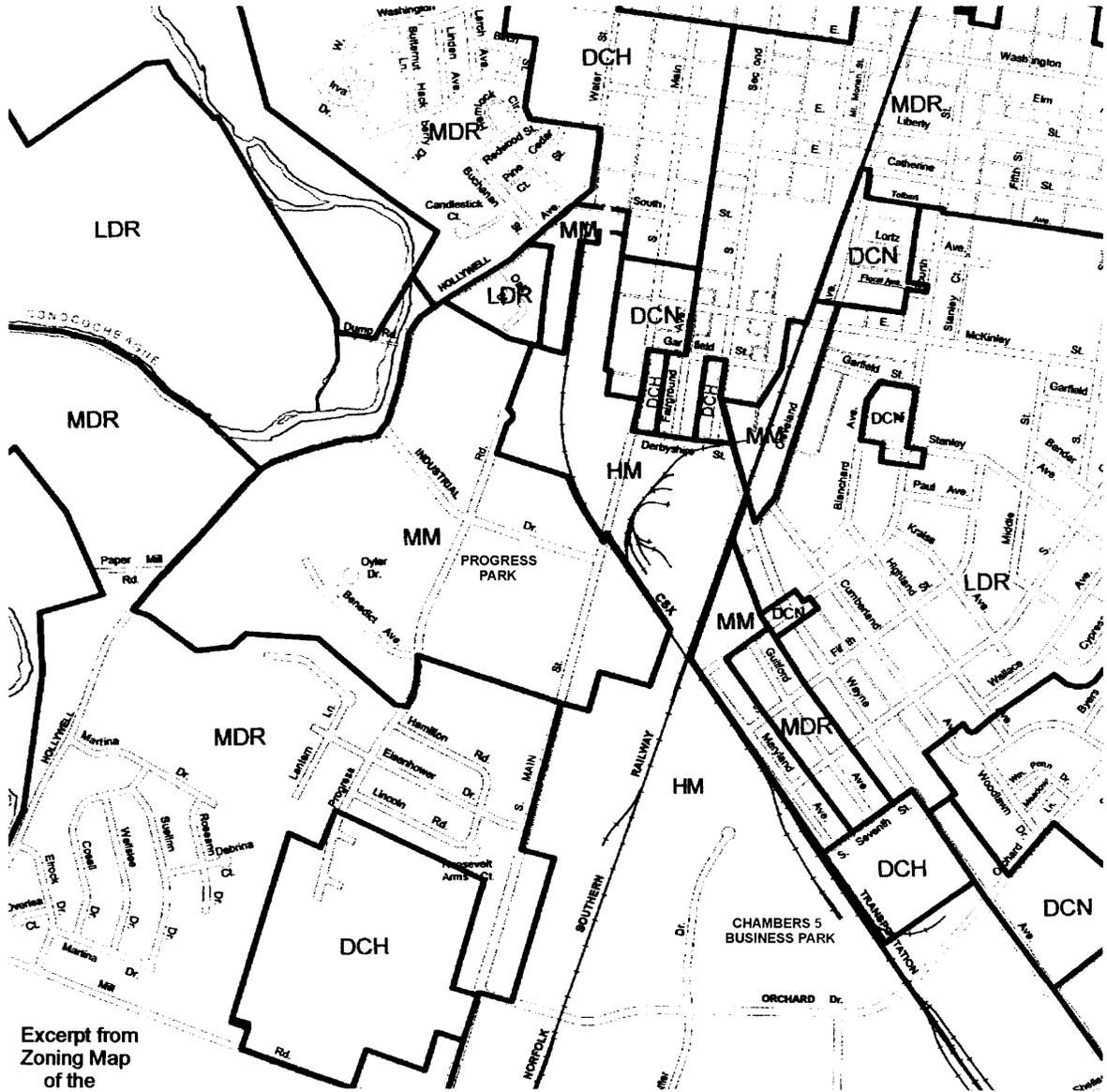
LEGEND

— Borough Boundary Line

□ Zoning Boundary Line

ZONING DISTRICTS

- LDR Low Density Residential
- MDR Moderate Density Residential
- CC Central Core
- DCH Distributive Commercial Highway
- DCN Distributive Commercial Neighborhood
- PO Professional Office
- HI Health Institutional
- HC Health Care Service
- LM Light Manufacturing
- MM Medium Manufacturing
- HM Heavy Manufacturing



Excerpt from
Zoning Map
of the
Borough of
Chambersburg
Pennsylvania

February 2004

Exhibit G

B. Nonresidential. For buildings which are used exclusively for nondwelling uses, the following regulations shall apply:

- (1) Lot area and width. There shall be no lot area or lot width requirement.
- (2) Lot coverage. There shall be no lot coverage limitation except to reserve the required yards and that portion of the lot area required for off-street parking and loading facilities.
- (3) Yards.
 - (a) Front yard. The front yard shall be at least 25 feet in depth. If the lot has a frontage of 450 feet or more on any one street, 10 feet for each 450 feet or fraction thereof of such frontage shall be added to the required depth of the front yard fronting such street.
 - (b) Side yards. Side yards are not required, except that if the lot adjoins a residential district, a side yard of not less than 10 feet in width shall be required on the side of the lot which adjoins the residential district, and except, further, that the front yard requirements shall apply to any side of the lot which is bounded by a street.
 - (c) Rear yard. Every lot shall have a rear yard of not less than 25 feet in depth, except that the front yard requirements shall apply to any side of the lot which is bounded by a street.

§ 300-49. Height regulations.

No building shall exceed three stories or 40 feet in height.

ARTICLE IX
Medium Manufacturing District

§ 300-50. Permitted use. [Amended 7-22-1992 by Ord. No. 92-8; 12-14-1994 by Ord. No. 94-15; 1-24-1996 by Ord. No. 96-1; 10-22-1997 by Ord. No. 97-17; 4-22-1998 by Ord. No. 98-4]

- A. Any use permitted in the M-1 Light Manufacturing District except day-care centers.
- B. SIC Number 20: food and kindred products, except slaughterhouses and livestock auctions.
- C. SIC Number 21: tobacco manufacturing.
- D. SIC Number 24: lumber and wood products.
- E. SIC Number 25: furniture and fixtures.
- F. SIC Number 26: paper and allied products.
- G. Gas company, distribution and storage.
- H. Ice manufacture and cold storage.
- I. Power generating plant.

- J. Trucking terminal.
- K. Any other use similar in character to any use listed above.
- L. Accessory use or building on the same lot with and customarily incidental to any of the above permitted uses.
- M. Wholesale bakeries and wholesale distribution facilities.
- N. Truck stops.

§ 300-51. Lot area and width regulations.

- A. Residential. Every building hereafter erected or used in whole or in part for dwelling purposes shall comply with the area and height requirements prescribed in the Moderate-Density Residential District, except for living quarters for such persons as watchmen or caretakers and their families, which will be considered as an accessory use to a business or manufacturing use.
- B. Nonresidential. There shall be no lot area or lot width requirements.

§ 300-52. Lot coverage regulations.

There shall be no lot coverage limitation except to reserve the required yards and that portion of the lot area required for off-street parking and loading facilities.

§ 300-53. Yard regulations.

- A. Front yard. The front yard shall be at least 25 feet in depth.
- B. Side yards. Side yards are not required, except that if the lot adjoins a residential district, a side yard of not less than 10 feet in width shall be required on the side of the lot which adjoins the residential district.
- C. Rear yards. Every lot shall have a rear yard of not less than 25 feet in depth.

§ 300-54. Height regulations.

No building shall exceed six stories or 72 feet in height.

ARTICLE X
Heavy Manufacturing District

§ 300-55. Permitted uses. [Amended 10-12-1994 by Ord. No. 94-12]

- A. A building may be erected, altered or used, and a lot or premises may be used, for any of the following purposes and for no other:

- (1) Any use permitted in M-2 Medium Manufacturing Districts; provided, however, that no building, structure or portion thereof shall be hereafter erected, converted or used for any dwelling use, except for living quarters for such persons as watchmen or caretakers and their families, as an accessory use to a business or manufacturing use.
 - (2) Amusement enterprises employing motorized recreational vehicles which utilize an internal combustion engine and any other recreational activities which involve the use of any motorized activities.
 - (3) SIC Number 30: rubber and miscellaneous plastic products.
 - (4) SIC Number 32: stone, clay, glass and concrete products.
 - (5) SIC Number 33: primary metal industries.
 - (6) SIC Number 34: fabricated metal products except machinery and transportation equipment.
 - (7) SIC Number 35: machinery, except electrical.
 - (8) SIC Number 37: transportation equipment.
- B. The foregoing notwithstanding, the uses described in § 300-57 shall be permitted only as special exception uses.

§ 300-56. Lot area, width, coverage, yard and height regulations.

The lot area, width, lot coverage, yards, and height regulations prescribed for M-2 Medium Manufacturing Districts shall apply in the M-3 Heavy Manufacturing District.

§ 300-57. Uses by special exception. [Amended 2-8-1984 by Ord. No. 84-3; 7-22-1992 by Ord. No. 92-8; 3-26-1997 by Ord. No. 97-6]

- A. Ammonia, chlorine or bleaching powder manufacture.
- B. Animal black, bone black or lamp black manufacture.
- C. Arsenal.
- D. Chemicals and allied products.
- E. Creosote treatment or manufacture.
- F. Distillation of coal, petroleum, refuse, grain, wood or bones (except for the manufacture of heating or illuminating gas).
- G. Explosives manufacture or storage (except storage of small arms ammunition).
- H. Fertilizer manufacture.
- I. Glue, size or gelatin manufacture where the processing includes the refining or recovery of products from fish, animal refuse or offal.
- J. Grain drying or feed manufacture from refuse mash or refuse grain.

- K. Incineration, reduction, storage, or dumping of slaughterhouse refuse, rancid fats, garbage, dead animals or offal.
- L. Leather and leather products.
- M. Natural production uses, such as quarrying, mining or excavation.
- N. Petroleum refining and related industries.
- O. Starch, glucose, and dextrine manufacture.
- P. Sulphurous, sulphuric, nitric, picric, carbolic or hydrochloric acid manufacture.
- Q. Tanning, cleaning, curing or storage of raw skins or hides.
- R. Batching plants, including portland cement batching plants and asphalt (bituminous) batching plants.
- S. Junkyards.
- T. Adult bookstore.
- U. Adult mini-motion-picture theater.
- V. Adult motion-picture theater.
- W. Adult open air motion-picture theater.
- X. Adult cabaret.
- Y. Bathhouse.
- Z. Massage parlor.
- AA. Modeling studio.
- BB. Slaughterhouse.
- CC. Livestock auctions.
- DD. Telecommunication towers. Telecommunication towers when permitted by special exception in Heavy Manufacturing Districts shall meet the following as minimum conditions:
 - (1) Such facility with a tower shall be subject to minimum lot size of 80,000 square feet; minimum yard requirements of 60 feet to all property lines; and maximum height of a freestanding tower at 200 feet and of any building at 45 feet.
 - (2) If the tower is attached to an existing structure or building, this facility shall be subject to a maximum height of 50 feet above this structure or building.
 - (3) The following buffer plantings shall be located around the perimeter of the security fence:
 - (a) Screen plantings shall be planted that consist of either a hedge, three feet on center maximum, or a row of evergreen trees planted 10 feet on center maximum.

- (b) Existing vegetation (trees and shrubs) shall be preserved to the maximum extent possible.
- (4) An eight-foot-high security fence shall completely surround the tower (and guide wires if used) and equipment building.
- (5) The tower shall be designed and constructed to all applicable standards of the American National Standards Institute, ANSI/EIA-222-E Manual, as amended, and to the more stringent of the two, and be designed to the extent reasonably possible to resemble a tree in general appearance.
- (6) A soil report complying with the standards of Appendix I: Geotechnical Investigations, ANSI/EIA-222-E, as amended, shall be submitted to the Building Code Enforcement Officer to document and verify the design specifications of the foundation for the tower and anchors for the guide wires if used.
- (7) Towers and antennas shall be designed to withstand wind gusts as contained in the existing approved Building Code.⁴
- (8) An antenna may not be located on a building or structure that is listed on a national or state historic register or is in an existing or eligible historic district.
- (9) It shall be fully automated and unattended on a daily basis and shall be visited only for periodic maintenance and emergency repair.
- (10) Elevations of existing and proposed structures showing all dimensions for antennas, tower and equipment shall be presented.
- (11) Compliance with all federal and state laws and regulations concerning aviation safety shall be demonstrated.
- (12) If this use is adjacent to a dwelling or public grounds and buildings, the setback from any property line shall be a distance of at least that equal to the height of the tower.
- (13) If this use is abandoned for a two-year period, the entire facility shall be removed.

ARTICLE XI
Environmental District

§ 300-58. Uses permitted.

In the Environmental District, the following uses and activities are permitted provided that they are not prohibited by any other ordinance and provided that they do not require structures, fill, or storage of materials:

- A. Agricultural uses such as general farming, forestry, gardening, grazing, horticulture and nurseries.
- B. Campgrounds.

⁴ Editor's Note: See Ch. 113, Building Construction.

DEED

This Deed is made the 30th day of July, 2002, between CHAMBERSBURG ENGINEERING COMPANY, a Pennsylvania corporation, with its principal place of business situated at 150 Derbyshire Street, Chambersburg, Franklin County, Pennsylvania (hereinafter referred to as the "Grantor"),

AND

NEW FRANKLIN PROPERTIES, LLC, a Pennsylvania limited liability company which maintains an office at 521 Black Avenue, Chambersburg, Franklin County, Pennsylvania (hereinafter referred to as the "Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, unto the Grantor well and truly paid by the said Grantee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged and the Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey to the Grantee, its successors and assigns:

ALL that real estate located and being situated within the Borough of Chambersburg, Franklin County, Pennsylvania, being more particularly bounded and described as follows:

TRACT NO. 1: BEGINNING at a point in the public road leading from Chambersburg to Waynesboro and called the Waynesboro Road. The said road is intersected by Lincoln Street; thence along the line of said public road South 13 degrees and 47 minutes East 326 feet to a point on the line of the Cumberland Valley Rail Road; thence along the line of said railroad South 21 degrees West 203 feet to a point; the corner of lands now or formerly of Mrs. Ellen H. Culbertson and formerly of Dr. Edmund Culbertson; thence by lands of said Culbertson North 78 degrees and 27 minutes West 722 feet to a point on the east side of twelve foot alley; thence by said alley North 16 degrees and 8 minutes East 474 feet to a point on the south line of said Lincoln Street; thence along the south line of said Lincoln Street South 80 degrees and 19 minutes East 578.5 feet to place of beginning. CONTAINING 8 acres, more or less.

TOGETHER with a right-of-way over the lands now or formerly of Ellen H. Culbertson and a right-of-way over the lands formerly of Weisgarber's heirs.

BEING the same real estate which Joshua W. Sharpe, Trustee *et al.*, by their deed dated December 6, 1897, and recorded in the Office of the Recorder of Deeds for Franklin County, Pennsylvania, in Deed Book

Volume 110, Page 69, conveyed to the Chambersburg Engineering Company.

TRACT NO. 2: BEGINNING at a post in the middle of the road leading from Chambersburg to Greencastle; thence by lands now or formerly of E. Culbertson, South 78-3/4 degrees East 677.08 feet to a post; thence along line of land now or formerly of Cumberland Valley Railroad Company, South 20-7/8 degrees West 662.76 feet to a point in the middle of the right-of-way of the Western Maryland Rail Road Company; thence along the middle of said right-of-way, North 32-1/2 degrees West 824.39 feet to a post in the middle of the said Chambersburg-Greencastle road; thence along the middle of said road, North 16-1/4 degrees East 92.4 feet to the post, the place of beginning. CONTAINING 5 acres and 30 perches.

BEING the same real estate that Ellis E. Foust and Sally G. Foust, his wife, by their deed dated June 27, 1903, and recorded in the Office of the Recorder of Deeds for Franklin County in Deed Book Volume 130, Page 38, conveyed to Chambersburg Engineering Company, and that Irvin C. Elder and Ariana R. K. Elder, his wife, and Walter K. Sharpe and Helen M. Sharpe, his wife, by their deed dated June 29, 1903, and recorded in the Office of the Recorder of Deeds for Franklin County at Deed Book Volume 130, Page 40, conveyed to Chambersburg Engineering Company.

TRACT NO. 3: BEGINNING at a point in the centerline of the Chambersburg-Greencastle Road (now South Main Street) at a corner common to the within described real estate and other lands of the Grantor herein; thence in said centerline, North 16 degrees 8 minutes East 715 feet 4 inches to a point in the centerline of the Chambersburg-Greencastle Road (now South Main Street) where it intersects with the south property line of Lincoln Street (now Derbyshire Street); thence in the south property line of Lincoln Street (now Derbyshire Street), South 80 degrees 19 minutes East 192 feet, more or less, to a point common to the within described real estate and Tract No. 1 above; thence along the aforesaid Tract No. 1, South 16 degrees 8 minutes West 474 feet to a point; thence continuing along Tract No. 1 herein, South 78 degrees 27 minutes East 673 feet to a point; thence by lands now or formerly of the Cumberland Valley Railroad Company, South 21 degrees West 272 feet to a point; thence by other lands of the Grantor herein, North 76 degrees 30 minutes West 874 feet to a point in the centerline of the Chambersburg-Greencastle Road (now South Main Street), the place of beginning. CONTAINING 6.9 acres.

BEING the same real estate which Ellen H. Culbertson, individually and as executrix of Edmund Culbertson, late of the Borough of Chambersburg, by her deed dated October 1, 1903, and recorded in the Office of the

Recorder of Deeds for Franklin County, Pennsylvania, in Deed Book Volume 130, Page 422, conveyed to the Chambersburg Engineering Company.

TRACT NO. 4: BEGINNING at an angle in the northwesterly line of land now or formerly of the Pennsylvania Railroad Company at the distance of 80.67 feet measured North 76 degrees 32 minutes West from a point in the line established as the centerline (bearing North 20 degrees 53 minutes East) of the eastward bound main track of the Cumberland Valley Division of its railroad, said point in the centerline being distant 5,459.2 feet measured southwestwardly along the same from a point therein opposite the middle of Chambersburg Passenger Station; extending thence by other land now or formerly of the Pennsylvania Railroad Company as follows, viz: First, on a line parallel with the said centerline and 80 feet distant northwestwardly therefrom, South 20 degrees 53 minutes West 90.77 feet; and, second, North 69 degrees 7 minutes West 150 feet; and thence by land now or formerly of the Chambersburg Engineering Company as follows, viz: First, on a line parallel with the said centerline and 230 feet distant northwestwardly therefrom, North 20 degrees 53 minutes East 71.24 feet; and, second, South 76 degrees 32 minutes East 151.3 feet to the place of beginning. CONTAINING 12,150.75 square feet, more or less.

TRACT NO. 5: BEGINNING at a point in the northwesterly corner of the parcel of land hereinabove described as Tract No. 4 at the distance of 231.97 feet measured North 76 degrees 32 minutes West from a point in the said line established as the centerline (bearing North 20 degrees 53 minutes East) of the eastward bound main track of the Cumberland Valley Division of the Pennsylvania Railroad Company, said point in the centerline being distant 5,459.2 feet measured southwestwardly along the same from a point therein opposite the middle of the Chambersburg Passenger Station; extending from the said beginning point South 20 degrees 53 minutes West by the said parcel of land hereinabove described as Tract No. 4, 12.02 feet to a point; thence North 76 degrees 32 minutes West by land now or formerly of the said Chambersburg Engineering Company 675.34 feet to the middle of state road; thence along same and by land now or formerly of William Boyer, North 16 degrees 6 minutes East 12.02 feet; and thence by other land now or formerly of the Chambersburg Engineering Company, South 76 degrees 32 minutes East, 676.3 feet to the place of beginning. CONTAINING 8,109.84 square feet, more or less.

TOGETHER WITH any and all the rights and privileges to use same as a driveway as mentioned and set forth by the Indenture from Ellis E. Foust and wife to the Cumberland Valley Railroad Company, its successors and

assigns, dated June 27, 1903, and recorded in Franklin County Deed Book Volume 130, Page 37.

SUBJECT, HOWEVER, to the existing rights and privileges relating to maintaining and using the railroad, branch sidings and connections now crossing the said strip or piece of land and extending from the tracks of the Western Maryland Railway Company to those of the Pennsylvania Railroad Company.

TRACT Nos. 4 and 5 being the same two tracts of real estate which the Pennsylvania Railroad Company, by deed dated March 18, 1929, and recorded in Franklin County, Pennsylvania in Deed Book Volume 236, Page 10, conveyed to the Chambersburg Engineering Company.

TRACT NO. 6: BEGINNING at a point in a Northeasterly line of land of the Western Maryland Railway Company, at the distance of 60 feet measured Northeastwardly and at right angles from a point in the line established as the center line of the main track of railroad of the Western Maryland Railway Company; said beginning point being also at the distance of 80 feet measured Westwardly and at right angles from a point in the line established as the center line of the Eastbound main track of railroad of the Pennsylvania Railroad Company, known as the Cumberland Valley Branch; said last mentioned point being at the distance of 6,200 feet and 8/10 of a foot measured Southwestwardly along said center line of the Eastbound main track of railroad from another point therein, opposite the center and said railroad company's Chambersburg Passenger Station.

EXTENDING from said beginning point the following four courses and distances: (1) North 32 degrees and 26 minutes West, along said Northeasterly line of land of the Western Maryland Railway Company, on a line parallel with and distant 60 feet measured Northeastwardly and at right angles from said center line of the main track of railroad of the Western Maryland Railway Company, 187.04 feet to a point in an Easterly line of land of the Chambersburg Engineering Company; the following two courses and distances being by said land of the Chambersburg Engineering Company; (2) North 20 degrees and 53 minutes East, on a line parallel with and distant 230 feet measured Westwardly and at right angles from said center line of the Eastbound main track of railroad of the Pennsylvania Railroad Company, 528.81 feet to a point; (3) South 69 degrees 7 minutes East, 150 feet to a point; and thence (4) South 20 degrees 53 minutes West, by land of the Pennsylvania Railroad Company, on a line parallel with and distant 80 feet measured Westwardly and at right angles from said center line of the Eastbound main track of railroad of the Pennsylvania Railroad Company, 640.55 to the place of beginning. CONTAINING 2.013 acres, more or less.

Exhibit I-4

TRACT NO. 7: BEGINNING at a point at a corner common to land of the Western Maryland Railway Company and common to a corner of land of the Chambersburg Engineering Company, at the distance of 20 feet measured Northeastwardly and at right angles from a point in the line established as the center line of the main track of railroad of the Western Maryland Railway Company; said beginning point being also at the distance of 230 feet measured Westwardly and at right angles from a point in the line established as the center line of the Eastbound main track of railroad of the Pennsylvania Railroad Company, known as the Cumberland Valley Branch; said last mentioned point being at the distance of 6,138 feet and 9/10 of a foot measured Southwestwardly along said center line of the Eastbound main track of railroad from another point therein, opposite the center of said Railroad Company's Chambersburg Passenger Station;

EXTENDING from said beginning point the following five courses and distances: (1) North 32 degrees 26 minutes West, along a Northeasterly line of land of the Western Maryland Railway Company, on a line parallel with and distant 20 feet measured Northeastwardly and at right angles from said center line of the main track of railroad of the Western Maryland Railway Company, crossing the Easterly line of State Road, 829.85 feet to a point in the center line of said State Road; (2) North 16 degrees 6 minutes East, along said center line of State Road, 16.01 feet to a point; the following two courses and distances being through land of the Chambersburg Engineering Company; (3) South 32 degrees 26 minutes East, on a line parallel with and distant 32 feet measured Northeastwardly and at right angles from said center line of the main track of railroad of the Western Maryland Railway Company, recrossing said Easterly line of State Road, 752.98 feet to a point; (4) South 69 degrees 7 minutes East, 62 feet and 98 one-hundredths of a foot to a point in the Westerly line of the parcel of land containing 2.013 acres, more or less, as hereinbefore described; and thence (5) South 20 degrees 53 minutes West, partly along said Westerly line of the parcel of land as hereinbefore described, and partly along a Westerly line of land of the Western Maryland Railway Company, on a line parallel with and distant 230 feet measured Westwardly and at right angles from said center line of the Eastbound main track of railroad of the Pennsylvania Railroad Company, 61.88 feet to the place of beginning. CONTAINING 263 one-thousandths of an acre, more or less.

TRACT NOS. 6 and 7 being the same two tracts of real estate which the Pennsylvania Railroad Company, by its deed dated September 4, 1942, and recorded in the Office of the Recorder of Deeds for Franklin County, Pennsylvania, in Deed Book Volume 300, Page 91, conveyed and quit claimed, respectively, to the Chambersburg Engineering Company.

TRACT NO. 8: BEGINNING at an iron pin in Wayne Avenue on the southern boundary line of land now or formerly of Jere Senseny, being 7.7 feet from the curb line of Wayne Avenue and 12 feet from the property line thereof; thence across Wayne Avenue and along land now or formerly of Jere Senseny, South 79 degrees 54 minutes East 261 feet to an iron pin on the centerline of a 16-foot alley; thence with centerline of said alley, South 10 degrees 46 minutes West, 185.9 feet to an iron pin; thence South 53 degrees 12 minutes East 14.8 feet to an iron pin on the northern right-of-way line of railroad siding of track connecting the Pennsylvania Railroad Company tracks with tracks of the Western Maryland Railway Company; thence with a line 15 feet from and parallel to the centerline of the track connecting the Pennsylvania Railroad and the Western Maryland Railroad 198.2 feet to an iron pin in Wayne Avenue, said line being the arc of a circle having a radius of 410.3 feet, the chord thereof being 195.9 feet and running South 67 degrees 11 minutes West; thence in said Wayne Avenue, North 9 degrees 31 minutes West, 318.4 feet to an iron pin, the place of beginning. CONTAINING 1 acre and 45.5 perches, more or less, as shown by draft entitled "Draft of Land, Chambersburg, Franklin Co., Pa., surveyed May 20, 1943 for the Chambersburg Engineering Co., Scale 1" 30 ft., John H. Atherton, C.S."

BEING the same real estate which Mabel H. Schaff, widow, by her deed dated June 4, 1943, and recorded in the Office of the Recorder of Deeds for Franklin County, Pennsylvania, in Deed Book Volume 310, Page 504, conveyed to Chambersburg Engineering Company.

TRACT NO. 9: BEGINNING at an iron pin located North 57 degrees 34 minutes East, 20 feet from a point in the center line of the main track of the Western Maryland Railway Company, which point is South 32 degrees 27 minutes East, 824.39 feet from the intersection of said main track and the center of South Main Street; thence North 32 degrees 30 minutes West, 14.89 feet to an iron pin at other lands of the Chambersburg Engineering Company; thence by the same, North 20 degrees 53 minutes East, 49.87 feet to an iron pin; thence South 32 degrees 26 minutes East, 44.7 feet to an iron pin at lands of the Western Maryland Railway Company; thence by said lands South 57 degrees 34 minutes West, 40 feet to an iron pin, the place of beginning. CONTAINING 1,191.8 square feet.

BEING the same real estate which the Western Maryland Railway Company, by its deed dated March 10, 1955, and recorded in the Office of the Recorder of Deeds for Franklin County, Pennsylvania, in Deed Book Volume 464, Page 395, conveyed to the Chambersburg Engineering Company.

THERE IS EXCEPTED AND EXCLUDED from these tracts of real estate the tract of real estate conveyed to The Pennsylvania Railroad Company by deed dated March 2, 1929, and recorded in the Office of the Recorder of Deeds for Franklin County, Pennsylvania, in Deed Book Volume 236, Page 8.

THERE IS ALSO EXCEPTED AND EXCLUDED from these tracts of real estate two tracts of real estate conveyed to the Borough of Chambersburg by deed dated February 11, 1942, and recorded in the Office of the Recorder of Deeds for Franklin County, Pennsylvania, in Deed Book Volume 291, Page 463.

THERE IS ALSO EXCEPTED AND EXCLUDED from these tracts of real estate the tract of real estate conveyed to William D. Amsley and C. Larry Amsley by Deed dated June 14, 1999, and recorded in the Office of the Recorder of Deeds for Franklin County, Pennsylvania, on June 15, 1999, in Record Book Volume 1436, Page 361.

The premises hereby conveyed are known collectively as 150 Derbyshire Street, Chambersburg, Franklin County, Pennsylvania, and have been assigned parcel number 04-1E33.-029.-000000 by the Franklin County, Pennsylvania, tax assessment office.

The premises hereby conveyed are shown on the Property Layout of CECO, drawing number 9956, which is attached hereto as Exhibit A and incorporated herein by reference.

It is the express intent of Grantor to grant, bargain, sell and convey to Grantee by this deed, and Grantor does grant, bargain, sell and convey to Grantee by this deed, all of the real property situated in the Borough of Chambersburg, Franklin County, Pennsylvania, which Grantor owns, has title to, and/or in which Grantor has any interest whatsoever.

UNDER AND SUBJECT to all easements, encumbrances and restrictions as appear of record or are visible upon the land.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises 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 the Grantor, both at law and in equity, of, in and to the same.

TO HAVE AND TO HOLD all and singular the above-described premises, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or

mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

AND the said Grantor, for itself and its successors and assigns, does covenant promise and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor and its successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by from or under the Grantor, its successors or assigns, shall and will, subject as aforesaid, SPECIALLY WARRANT and forever DEFEND.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Grantor has caused this deed to be signed by its duly authorized representative and its corporate seal to be affixed hereto the day and year first above written.

WITNESS:

CHAMBERSBURG ENGINEERING
COMPANY



By: 
Samuel C. Clarke, Chairman of the Board of
Directors

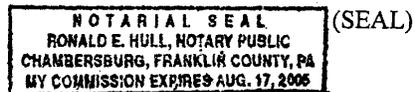
(SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF FRANKLIN :

On this, the 30TH day of July, 2002, before me, the undersigned officer, personally appeared SAMUEL C. CLARKE, who acknowledged himself to be the Chairman of the Board of Directors of CHAMBERSBURG ENGINEERING COMPANY, a corporation, and that he as such Chairman of the Board of Directors, being authorized to do so, executed the foregoing deed for the purpose therein contained by signing the name of the CHAMBERSBURG ENGINEERING COMPANY by himself as Chairman of the Board of Directors.

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


Notary Public



CERTIFICATE OF SERVICE

I Charles O. Beckley, II, Esquire, hereby certify that a copy of the foregoing document was served this day upon the persons and in the manner indicated below:

SERVICE BY FED EX:

Natalie S. Rosenberg, Esquire
Senior Counsel
CSX Transportation, Inc.
Law Department
500 Water Street
Jacksonville, FL 32202

Martha B. Walker, Esquire
Barley, Snyder, Senft & Cohen, LLC
247 Lincoln Way East
Chambersburg, PA 17201

Thomas J. Finucane, Esquire
Finucane Law Office, LLP
273 Lincoln Way East
Chambersburg, PA 17201

DATED: February 16, 2004


Charles O. Beckley, II, Esquire