

24666

DECLARATION OF PROTECTIVE COVENANTS
FIFTH AVENUE COMMERCIAL CENTER

THIS DECLARATION, made this 16th day of March, 1990,
by CHAMBERSBURG AREA DEVELOPMENT CORPORATION (CADC), hereinafter
referred to as "Developer",

WHEREAS, Developer is the owner of all that certain real property, hereinafter
referred to as "the Property", consisting of sixty (60) acres, more or less, located in
the Borough of Chambersburg, Pennsylvania, more particularly described in
Exhibit A, attached hereto and made a part hereof;

WHEREAS, it is the desire and intention of Developer to develop all of the
Property as a commercial center; and,

WHEREAS, it is the desire and intention of Developer to impose upon the
Property mutually beneficial Conditions, Standards and Covenants, hereinafter
referred to as "Covenants", under a general plan of improvement for the benefit of
all the Property, the improvements thereon and the future owners thereof.

NOW, THEREFORE, Developer hereby declares that the Property described in
Exhibit A is held and shall be held, conveyed, hypothecated, encumbered, leased,
rented, used, occupied and improved, subject to the following Conditions, Standards
and Covenants, all of which are declared and agreed to be in furtherance of a plan
for the subdivision, improvement and sale of the Property (as hereinafter defined)
and are established and agreed upon for the purpose of enhancing and perfecting the
value, desirability and attractiveness of the Property and every part thereof. All of
the Conditions, Standards and Covenants shall run with the real Property and shall be
binding on all parties having or acquiring any right, title or interest in the Property
made subject hereto or any part thereof, and shall be for the benefit of each owner
of any portion of the Property, or any interest therein, and shall inure to the benefit
of and be binding upon each successor in interest of the owners thereof. The
Conditions, Standards and Covenants are as follows:

I. INTRODUCTION

A. Purpose of Covenants: The purpose of these Conditions, Standards and
Covenants is to insure proper development and use of the Property, to
protect the owner of each parcel against such improper development and

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use of surrounding parcels as will depreciate the value of his parcel, to prevent the erection on the Property of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and, in general, to provide adequately for a high quality of improvement of the Property in accordance with a general plan.

B. Term: This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period commencing on the date hereof and expiring on December 31, 2005, at which time these restrictions shall automatically extend for successive periods of ten (10) years, unless owners of more than seventy (70%) percent of the acreage of the Property execute an instrument revoking or modifying such restrictions, and record the same in the Office of the Recorder of Deeds for Franklin County, Pennsylvania. Prior to December 31, 2005, these restrictions may be modified by the recording of an appropriate instrument in the Office of the Recorder of Deeds for Franklin County, Pennsylvania, by the owners of more than seventy (70%) percent of the acreage of the Property.

C. Definitions:

- (1) **Commercial Center:** Shall mean and refer to certain real property in the Borough of Chambersburg, Pennsylvania, described in Exhibit A.
- (2) **Cluster Site:** Shall mean and refer to a Site, as defined herein, containing two or more buildings under single ownership which are served by common parking areas on the Site and common egress and ingress drives to the Site.
- (3) **Developer:** Shall mean and refer to the undersigned CADDC, its successors and assigns.
- (4) **Improvements:** Shall mean and include buildings, outbuildings, parking areas, loading areas, screening walls, retaining walls, hedges, mass plantings, lawns, poles, signs, water lines, sewers, electrical and gas distribution facilities, and any structures of any type or kind.
- (5) **Owner:** Shall mean and refer to the holder of fee simple title to a Site, or one who is a tenant with an option to purchase, or one who has any other beneficial interest in the legal title.

- (6) **Property:** Shall mean and refer to the real property described in Exhibit A to be known as Fifth Avenue Commercial Center.
- (7) **Site:** Shall mean and refer to an area of land within the Property in the same ownership either shown as one lot on a recorded plan, or if not so shown, described as the Site for one or more buildings by the owner in a recorded instrument, whether or not in either case acquired at one time or previously so shown as more than one lot, or shown or described for the purpose of lease but not of conveyance as more than one lot. If an easement over any portion of a Site established by recorded instrument then exists or is reserved by Developer for any purpose whatsoever, the area of such portion shall be included in computing the area of that Site.
- (8) **Zoning Ordinance:** References to the Borough of Chambersburg Zoning Ordinance are to that Zoning Ordinance as passed by the Borough of Chambersburg Council on January 27, 1988, as amended from time to time.

II. LAND USE CRITERIA

- A. **Approval Committee:** The Developer has created an Approval Committee which shall interpret, enforce and implement these Covenants. Beginning in 1990, the Approval Committee shall consist of three persons selected at a meeting to be held at a time and place designated by the Developer each year on the third Thursday of the month of January, as follows: one shall be appointed by Developer so long as it owns not less than twenty (20 %) percent of the acreage of the Property; one shall be appointed by any Owner seized of fifty (50 %) percent or more of the acreage of the Property; and, one shall be appointed by majority vote of the owners of the Property. In the event the Developer is not entitled to make such an appointment and/or there exists no Owner of fifty (50 %) percent or more of the Property, then such appointment(s) shall be made by majority vote as aforesaid. So long as the Developer owns fifty (50 %) percent or more of the Property it shall be entitled to appoint two of the three members of the Approval Committee.
- B. **Allowable Land Use:** Advance approval of the improvements described in this paragraph is deemed necessary to protect and preserve the desirability and properties of the Fifth Avenue Commercial Center. Therefore, no construction, erection, relocation or exterior alteration of any buildings, structures, signs, parking areas, loading areas, landscaping or other facilities may be commenced and completed on any part of the

Property without securing in advance the written consent and approval of the Approval Committee. The following information, as appropriate, shall be submitted to the secretary of the Approval Committee for its consideration of any plans:

- (1) Preliminary architectural plans for any proposed building, structure or improvement.
- (2) A Site plan showing location and design of buildings, structures, signs, drainage, driveways, driveway intersections with streets, exterior materials storage areas, parking areas, loading areas and sidewalks.
- (3) A grading plan and a planting plan, including screening walls, retaining walls and fences, if any, for analysis of adequacy of visual screening, erosion control and landscaping.
- (4) A description of proposed operations on the Property, an estimate of the maximum number of employees contemplated and a plan showing locations of utilities and easements therefore, if any.
- (5) Any other pertinent information requested by any member of the Approval Committee and any information to show compliance with each and all of these Covenants.

Approval or disapproval of such operational plans and specifications, site plans and architectural plans (hereinafter collectively called "Plans") shall be based upon the effect of such operations or uses on other property subject to these Covenants or upon the occupants thereof. If Developer fails either to approve or to disapprove such Plans within sixty (60) days after the same have been submitted to it, it shall be conclusively presumed that Developer has disapproved said Plans.

Neither Developer nor its successors or assigns shall be liable in damages to anyone who has submitted Plans to them for approval, or to any Owner or lessee of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such Plans. Every person who submits Plans to Developer for approval agrees by submission of same, and every Owner and lessee of any of the Property, agrees by acquiring title thereto or interest therein, that he will not bring any action or suit against Developer, to recover any such damages and that he will indemnify Developer against any such actions brought by third parties against Developer seeking damages for its mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such Plans. Such agreement shall extend to Developer's successors and assigns.

C. Prohibitions on Land Use:

- (1) No part of the Property or any building or structure placed on the Property shall be used for any purpose or in such a manner which shall be a nuisance, as determined by the Approval Committee, to the occupants or Owners of any other adjoining real estate by reason of emission from the Property, buildings and structures or the creation thereon or therein of odors, gases, dust, smoke, noise, fumes, cinders, soot, vibrations, glare, radiation, radioactivity, waste materials or any other means or substances.
- (2) No materials, inventory, goods in process, semi-manufactured items, finished products, plant equipment, parts, rubbish, waste materials, or other personal property shall be kept, stored, maintained or accumulated on any part of the Property outside of buildings erected thereon, except where prior written approval of the Approval Committee is secured after the placement of adequate screen planting and/or fencing, and compliance with setbacks and any other conditions required therefor by the Approval Committee.

III. SPACE ALLOCATIONS AND DIMENSIONAL STANDARDS

- A. **Building-to-Land Ratio:** The ratio of building and structure coverage to the Site area will be subject to the approval of the Approval Committee if such ratio exceeds fifty (50%) percent.
- B. **Setbacks:** Except as provided in Section III. C. below, no structure or improvement of any kind, and no part thereof, shall be placed on any Site closer to a property line than the setback distances as follows:
 - (1) **Front Yard:** The setback lines are seventy-five (75) feet from the front property line on any public street.
 - (2) **Side Yard:** The setback line is thirty (30) feet from a side interior property line.
 - (3) **Rear Yard:** The setback line is thirty (30) feet from a rear property line.
- C. **Exceptions to Setback Limitations:**
 - (1) Roof overhang, subject to the specific approval of the Approval Committee in writing.

- (2) The improvements on Cluster Sites, as defined herein may be constructed without regard to setbacks from the interior property lines of the improvements within the cluster, subject to the approval of the Approval Committee; provided, however, that the front, rear and side setback lines, as set forth above, for the Cluster Site, as seen as a single entity containing all improvements in the cluster, must be observed.
- (3) Steps, walks and access drives from the street to the improvements.
- (4) Paving and associated curbing.
- (5) Landscaping as governed by Section IV herein.
- (6) Planters not exceeding three (3) feet in height.

D. Off-Street Parking Areas:

- (1) No parking will be permitted on the streets. Each Site Owner shall provide adequate off-street parking to accommodate all parking needs for employees, visitors and company vehicles on the Site. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided by Owner to satisfy the intent of this section. All parking facilities and private driveways must be in accordance with Section IV hereof. As a minimum, parking requirements of Part 12 of the Borough of Chambersburg Zoning Ordinance must be met.
- (2) Parking shall not be permitted between public street pavement and property line (street right-of-way line).
- (3) Parking shall be permitted between the improvements and the street right-of-way line, subject to Section III. C. (4), when properly shielded by landscaping and berming.
- (4) Areas designated for personal vehicle use shall not be used for trucks, commercial vehicles and/or material storage.
- (5) Service vehicles, heavy trucks and equipment should be parked and stored in a screened area.

E. Off-Street Loading Areas: As a minimum, Section 1206 of the Borough of Chambersburg Zoning Ordinance shall be followed. In addition:

- (1) Loading areas shall not encroach into setback areas unless specifically approved by the Approval Committee in writing which cannot be unreasonably withheld.
- (2) Loading areas located in side yards shall be set back and screened to minimize the effect from the street and neighboring properties. Loading doors and docks shall not be closer than one hundred (100) feet to the street property line, unless specifically approved by the Approval Committee in writing. Such approval cannot unreasonably be withheld. No loading areas shall be permitted on the front of any building and, except when a lot is bounded by three or more roads, no loading areas shall be permitted on the side of any building facing a road. However, exceptions can be made by the Approval Committee.

IV. ARCHITECTURAL AND AESTHETIC STANDARDS

A. Landscaping and Limitations on Cutting Natural Growth:

- (1) Every Site on which a building shall have been placed shall be landscaped according to Plans approved as specified herein and maintained thereafter in a sightly and well kept condition.
- (2) The Site Owner, lessee or occupant shall landscape and maintain unpaved areas between the property lines and the building. The area between paved streets and the setback lines shall be used exclusively for landscaping except for walks and driveways crossing the required landscape area, and an area a minimum of ten feet in width is required to be planted in grass around all property lines.
- (3) Landscaping as approved by the Approval Committee shall be installed within ninety (90) days of occupancy or completion of the building, whichever occurs first, or as soon as weather will allow if such period falls within winter months.
- (4) The Owner, lessee or occupant of any Site shall at all times keep the landscaping in good order and condition. Should the Owner, lessee or occupant of any Site fail to remedy any deficiency in the maintenance of the landscaping within twenty (20) days after written notification, Developer hereby expressly reserves the right, privilege and license to make any and all corrections or improvements in landscape maintenance at the expense of the Site Owner.

B. Exterior Construction, Permitted Materials, Prohibited Materials, Approved Construction Methods, Design:

- (1) Exterior walls facing public streets must be finished on the exterior with the following: (a) architectural masonry units (excluding plain concrete block and cinder block); (b) natural stone; (c) glass materials; (d) precast concrete with prior approval by the Approval Committee; (e) metal siding in combination with one or more of the above with prior approval by the Approval Committee, or; (f) as approved by the Approval Committee, materials equivalent to those set forth above.
- (2) Temporary Improvements: No temporary buildings or other improvements of a temporary nature, including trailers, incomplete buildings, tents or shacks shall be permitted on the Property. Temporary improvements used solely in connection with the construction or sales of permanent approved improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.
- (3) Paving: All employee and visitor parking areas and all drives from the street to the front building lines must be paved with hard-surface materials approved by the Approval Committee. Subject to approval from the Approval Committee, gravel or similar surfaces shall be permitted behind front building lines provided the same are set back at least thirty (30) feet from all property lines and are maintained in good condition.

C. **Signs:** Plans and specifications for the construction, installation or alterations of all outdoor signs including traffic or directional signs shall be first submitted to and have the written approval of the Approval Committee.

D. Outdoor Storage:

- (1) Unless specifically approved by the Approval Committee in writing, no materials, supplies or equipment including but not limited to trash and garbage receptacles, shall be stored in any area on a Site except inside a closed building, or behind a visual barrier screening such areas from the view of adjoining properties and/or public street.
- (2) Screening of Service Containers: Garbage and refuse containers shall be concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, be designed so as not to attract attention, and shall be located in the most

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inconspicuous manner possible. Unless specifically approved by the Approval Committee in writing, no materials, supplies or equipment shall be stored on the Property except inside a closed building, or behind a visual barrier screening such areas so that they are not visible from neighboring streets or property.

- (3) Storage Tanks: No storage tanks, including but not limited to, those used for storage of water or propane gas or other fuel or chemical, shall be permitted on the Property unless approved by the Approval Committee in writing.
- (4) No trailer shall be used for storage purposes on any Site.

E. Maintenance Requirements, Refuse Collection and Prohibition of Junk Storage:

- (1) Each Site Owner, lessee or occupant shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition and shall comply with all laws, ordinances and regulations pertaining to health and safety. Each Site Owner shall provide for the prompt removal of trash and rubbish from his premises. The Sites shall not be used for storage of any scrap materials without the approval of the Approval Committee.
- (2) During construction, it shall be the responsibility of each Site Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner.

F. Utilities Placement and Design: Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the Property:

- (1) Antennas: No antenna for transmission or reception of television signals or any other form of electro-magnetic radiation shall be erected, used or maintained on the Property outside any building, whether attached to an improvement or otherwise, without the prior approval of the Approval Committee.
- (2) Utility Service: No lines, wires or other devices for the communication of transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon the Property

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unless the same shall be contained in conduits or cable constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements, provided electrical transformers may be permitted if properly screened and approved by the Approval Committee. Nothing herein shall be deemed to forbid the erection and use of temporary electric or telephone services incident to the construction of approved improvements.

(3) Mailboxes: Mail or other delivery boxes shall be permitted on the Property as approved by the Approval Committee.

(4) Mechanical Equipment: All mechanical equipment, including roof mounted, shall be enclosed or screened so as to be an integral part of the architectural design.

G. Repair of Buildings: No building or other improvements shall be permitted to fall into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

V. IMPLEMENTATION

A. Enforcement: These Covenants shall be jointly and severally enforceable by the Developer and its successors and assigns and by any Site Owner and its successors and assigns; provided, however, that only the Developer or its successors or assignees shall have the right to exercise the discretionary powers herein reserved to the Developer.

Violation of any of said Covenants, or breach of any Covenant or agreement herein contained shall give the Developer or its assignees, in addition to all other remedies, the right (but not the obligation) to enter upon the Site which such violation or breach exists and summarily to abate and remove any structure or correct any condition that may constitute such violation or breach at the expense of the then Owner of such Site, which expense shall be a lien on such Site and enforceable in equity; provided, however, that no such entry shall be made unless the violation or breach has not been remedied and corrected within thirty (30) days after delivery of written notice of such violation or breach from the Developer or its said successors or assignees to the occupant of the Site on which the violation or breach has occurred or in the alternative within thirty (30) days after mailing such notice by certified or registered mail, postage prepaid, to the record Owner of such Site at his or its last known address. Notwithstanding the above set forth provisions of this

paragraph, it shall be understood that any lien obtained pursuant to the provisions hereof shall be subordinate and inferior to the prior lien of bona fide first mortgages or deeds of trust secured by that Site to the end and intent that any purchaser at a foreclosure sale of the lien secured by a first mortgage or deed of trust shall take title free of any lien arising pursuant to the provisions of this paragraph.

In any legal or equitable proceeding for the enforcement or to restrain a violation of this Declaration or any provision hereof, the party instituting the action for enforcement shall be entitled to an award of its the attorney's fees in such amount as may be fixed by the Court in such proceedings, but only if such party is also the prevailing party in whole or in part. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

- B. Governmental Compliance:** Construction and alteration of all improvements shall be performed in accordance and comply with the requirements of all applicable governmental authorities.
- C. Fees:** Any expenses incurred by the Developer in the review of Plans shall be reimbursed by the applicant. Such fees shall be reasonable and documented upon request of the applicant.
- D. Repurchase Rights:** In the event any Owner or its assigns shall not have substantially completed the construction of a permanent building upon a Site within two (2) years of the date of the execution of the special warranty deed by Developer conveying title to that Site to said Owner, the Developer shall have an option to repurchase said Site for the original purchase price and enter into possession of said Site. This option to repurchase must be exercised in writing within ninety (90) days after the expiration of the two (2) year period following execution of the special warranty deed referred to above. Settlement of the repurchase shall take place within sixty (60) days of the exercise of the option to repurchase and shall be at a location to be designated by the Developer. All costs of recording, transfer taxes, documentary stamps and all other excise taxes arising from said settlement will be paid for by said Owner or his assigns. No assessments shall be levied against remaining park property owners for contributions toward the purchase price.

Anything in this Subparagraph D to the contrary notwithstanding, the Developer, its successors and assigns may extend, in its sole discretion and in writing, the time in which such construction must be completed by Owner upon Developer's receipt of a request for extension by Owner upon Owner's demonstration of its diligence in pursuing completion of said construction.

- E. **Constructive Notice and Acceptance:** Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every Condition, Standard and Covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Property.
- F. **Completion of Construction/Temporary Structures:** After commencement of construction of any structure, the Site Owner shall diligently prosecute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

VI. MISCELLANEOUS

- A. **Failure to Enforce Not a Waiver of Rights:** Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the Commercial Center or of any other provision of these Covenants. The failure of Developer or any Site Owner to enforce any Covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Covenant.
- B. **Rights of Mortgagees:** All Covenants and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said Covenants shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust, provided, however, that any purchaser at foreclosure sale, and his successors and assigns, shall hold any and all of the Property so purchased subject to all of the Covenants and other provisions of this Declaration.
- C. **Mutuality, Reciprocity/Runs with Land:** All Covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel in favor of every other parcel; shall create reciprocal rights and obligations among the respective owners of all parcels and privity of contract and estate among all grantees of said parcels, their heirs, successors and assigns; and, as to the Owner of each Site, his heirs, successors and assigns, shall operate as Covenants running with the land for the benefit of all other Sites. The Developer reserves the right, however, from time to time hereafter to

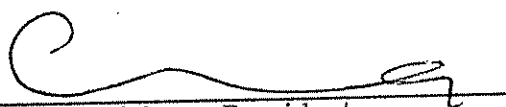
delineate, plot, grant or reserve within the remainder of the Commercial Center not hereby conveyed such public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of the Commercial Center (and from time to time to change the location of the same) free and clear of these restrictions and Covenants and to dedicate the same to public use or to grant the same to the Borough of Chambersburg and/or to appropriate public utility corporations.

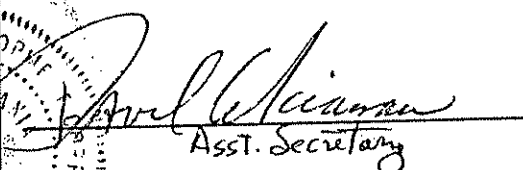
- D. **Paragraph Headings:** Paragraph headings, where used herein, are inserted for convenience only and are not intended to be part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.
- E. **Effect of Invalidation:** If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, Chambersburg Area Development Corporation has executed this Declaration of Protective Covenants the day and year first written above.

Attest:

CHAMBERSBURG AREA DEVELOPMENT CORPORATION

By 
Charles M. Sioberg, President


Asst. Secretary

(Corporate Seal)

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GRAHAM & GRAHAM
3 North Second Street
Chambersburg, PA 17201

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF FRANKLIN:

On this the 16th day of March, 1990, before me a notary public, personally appeared Charles M. Sioberg, who acknowledged himself to be the President of Chambersburg Area Development Corporation, a corporation, 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 such President.

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

Janine E. Gray
Notary Public

My commission expires:
I maintain my office in:



doc 0327c
C/d (3/90)

NOTARIAL SEAL
Janine E. Gray, Notary Public
Borough of Chambersburg, Franklin Co.
My Commission Expires February 8, 1993

County of Franklin } S.S.
Recorded in the office for Recording Deeds, etc.
and for said county in Deed Book
1076 Page 560
Witness my hand and seal of the said office this
19th day of March A.D. 1990

David W. Bowes
Recorder *nm*

1990 MAR 19 P 2:51
OFFICE OF DEEDS
FRANKLIN COUNTY

3752

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EXHIBIT A

ALL the following two contiguous unimproved parcels of real estate situate in the Borough of Chambersburg, Franklin County, Pennsylvania, bounded and limited as follows:

Tract No. 1:

BEGINNING at an iron pin set on the property line between land now or formerly of the Consolidated Rail Corporation and the land herein described, said iron pin also being the Northeast corner of land of the Chambersburg Area Development Corporation and is set 15.22 feet South of and measured perpendicular to the center line of "Woods Siding" and is also set North 52 degrees 53 minutes 04 seconds East 720.85 feet from an existing iron pin being the Northeast corner of land of the Rotz Lumber Company; thence from said point of beginning by land now or formerly of the Consolidated Rail Corporation, North 53 degrees 27 minutes 26 seconds East 210.11 feet to an iron pin, said iron pin being set 17.29 feet South of and measured perpendicular to center line of "Woods Siding"; thence by the same North 56 degrees 37 minutes 42 seconds East 297.59 feet to an iron pin, said iron pin being set 37.94 feet South of and measured radially to the center line of "Woods Siding"; thence by the same, North 51 degrees 23 minutes 54 seconds East 689.76 feet to a corner post at land now or formerly of John W. Diller and wife and James E. Diller and wife, said corner post being 44.85 feet South of and measured perpendicular to the center line of "Woods Siding"; thence by land now or formerly of John W. Diller and James E. Diller, South 47 degrees 12 minutes 52 seconds East 197.96 feet to an existing rail monument; thence by the said land now or formerly of Diller, South 47 degrees 21 minutes 30 seconds East 414.40 feet to an existing rail monument; thence still by said land, South 47 degrees 22 minutes 23 seconds East 730.99 feet to an existing rail monument at land now or formerly of Harold C. Gabler and wife; thence by said land, South 55 degrees 58 minutes 15 seconds West 1479.88 feet to an existing iron pin, said iron pin being the Southeast corner of land now or formerly of the Chambersburg Area Development Corporation; thence by said land, North 35 degrees 09 minutes 16 seconds West 1246.69 feet to an iron pin, the place of beginning, containing 1,702,180.9 square feet, more or less, or 39.076 acres, more or less.

Tract No. 2:

BEGINNING at a point marked by an iron pin in the Easternmost corner of the parcel of land containing 16.637 acres more or less which has been conveyed by Manor Real Estate and Trust Company to Charles R. Rotz and Minerva, his wife, by deed dated November 29, 1947, said beginning point being in a Northwesterly line of land now or formerly of T. R. Woods and Sons Co.:

EXTENDING from said beginning point the following four courses and distances: (1) North 35 degrees 22 minutes 34 seconds West, along the Northeasterly line of said parcel of land containing 16.637 acres, more or less, conveyed as aforesaid, 1209.95 feet to an iron pin at the Northernmost corner of said last mentioned parcel of land being in the Southeasterly line of land of Consolidated Rail Corporation, said last mentioned iron pin being at the distance of 47.0 feet measured South 35 degrees 22 minutes

34 seconds East from a ~~hub~~ in the Southeasterly line of Fifth Avenue (60 feet wide); (2) North 52 degrees 10 minutes 30 seconds East, parallel with said Southeasterly line of Fifth Avenue, being along said Southeasterly line of land of said Consolidated Rail Corporation, 720.06 feet to an iron pin; (3) South 35 degrees 22 minutes 30 seconds East, being by Tract No. 1 above, 1249.36 feet to an iron pin in said Northwesterly line of land now or formerly of T. B. Woods & Sons Co.; and (4) South 55 degrees 39 minutes 06 seconds West, along said last mentioned Northwesterly line, 720.03 feet to the place of beginning, containing 20.317 acres more or less.

Tract No. 1 above described is intended to be the same which The Penn Center Corporation, by its deed dated September 11, 1980, recorded in Franklin County, Pa. Deed Book 826, Page 490, conveyed to Chambersburg Area Development Corporation.

Tract No. 2 above described is intended to be the same which Manor Real Estate Company, by its deed dated March 5, 1964, recorded in Franklin County, Pa. Deed Book 587, Page 1046, conveyed to Chambersburg Area Development Corporation.