

BEFORE THE  
SURFACE TRANSPORTATION BOARD

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Docket No. AB-167 (Sub-No. 1195X)

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ENTERED  
Office of Proceedings  
January 27, 2022  
Part of  
Public Record

CONSOLIDATED RAIL CORPORATION—ABANDONMENT EXEMPTION—IN  
SCHUYLKILL & CARBON COUNTIES, PA

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**SUPPLEMENTAL REPLY TO REQUEST FOR SUPPLEMENTAL INFORMATION  
AND RESPONSE TO REQUEST OF READING BLUE MOUNTAIN & NORTHERN  
RAILROAD COMPANY TO HOLD PROCEEDING IN ABEYANCE**

Conrail hereby files this supplement to its January 17, 2022, reply to the Board's Order served December 2, 2021, directing Conrail to submit additional information regarding the status of the Tresckow Branch (the Line). This filing also responds to the January 21, 2022, request by Reading Blue Mountain & Northern Railroad Company ("RBMN") to hold this proceeding in abeyance.

On January 21, 2022, RBMN filed a letter expressing concern about the impact of this proceeding on RBMN's Shimer Running Track, which crosses the Line in Carbon County, Pennsylvania. *See* Exhibit A hereto (Map from Conrail's Notice of Exemption).

RBMN's expressions of concern prompted further investigation by Conrail. Conrail has determined it does *not* own any property interest associated with the Line, identified as USRA Line Code 0523, in *Carbon County*. As shown on the last page of the attached Exhibit B, which is the Deed conveying Reading Company's rights to real property in Carbon County to Conrail under the Regional Rail Reorganization Act of 1973, the specific provision addressing Reading

Company's real property relating to Line Code 0523 was deleted from the document.<sup>1</sup> Stated simply, Conrail does not have any interest in the real property relating to the Line that could affect RBMN's ability to cross the Line in Carbon County after an abandonment.

That Conrail was never conveyed an interest in all Reading Company's property relating to the Line further suggests Conrail never acquired any common carrier obligation with regard to the Line. In any event, Conrail's lack of a property interest in Carbon County means authorizing abandonment of the Line would not allow Conrail to take any action that would have an adverse effect on RBMN's interest in its Shimer Running Track.

Accordingly, Conrail asks the Board to resolve this matter promptly, either by dismissing this proceeding on the basis that Conrail never acquired a common carrier obligation with regard to the Line or by authorizing Conrail's abandonment of the Line to the extent that Conrail acquired a common carrier obligation.

Respectfully submitted,

/s/ Michael L. Rosenthal  
MICHAEL L. ROSENTHAL  
TARA SUMMERVILLE  
Covington & Burling LLP  
850 Tenth Street, NW  
Washington, DC 20001-4956

*Counsel for Consolidated  
Rail Corporation*

January 27, 2022

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<sup>1</sup> Conrail submitted a copy of a Deed relating to Reading Company's property in neighboring Schuylkill County in its January 17 submission. The Schuylkill Deed establishes that Conrail *does* have a property interest associated with the Line in Schuylkill County.

### **CERTIFICATE OF SERVICE**

I hereby certify that on this 27th day of January, 2022, I caused a copy of the foregoing document to be served by email on all parties of record in this proceeding.

/s/ Michael L. Rosenthal

**Consolidated Rail Corporation**  
Proposed Tresckow Branch Abandonment  
Milepost 0.0 to Milepost 7.7  
Schuylkill & Carbon Counties, PA

-  TRESCKOW BRANCH
-  AREA SUBJECT TO SALE
-  ABANDONED LINES
-  ACTIVE LINES

AREA SUBJECT TO SALE

MP 7.7

MP 1.55

MP 0.0

**DEED**

THIS DEED IS MADE BY AND BETWEEN

ANDREW L. LEWIS, JR. AND JOSEPH L. CASTLE,

AS TRUSTEES OF THE PROPERTY OF

READING COMPANY, DEBTOR

(collectively "Grantor"), whose address is 1 Plymouth Meeting,  
Plymouth Meeting, Pennsylvania 19462

AND

CONSOLIDATED RAIL CORPORATION,

a corporation organized and existing under the laws of the  
Commonwealth of Pennsylvania ("Grantee"), whose address is 1818 Market Street,  
Philadelphia, Pennsylvania 19103.

WHEREAS, the Debtor is a railroad in reorganization under Section 77 of the Federal Bankruptcy Act, 11 U.S.C. Sec. 205, and is a railroad in reorganization as that term is defined in the Regional Rail Reorganization Act of 1973 (Public Law 93-236, 87 Stat. 985), as amended ("Act"); and

WHEREAS, by orders of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 71-828 the above-named individuals were duly appointed and are now serving as Trustees of the property of the Debtor; and

WHEREAS, the United States Railway Association, pursuant to Section 209 (c) of the Act, has certified to the Special United States District Court established pursuant to Section 209 (b) of the Act ("Special Court"), that the rail properties of the Debtor hereinafter described (except those hereinafter reserved and excepted) are to be transferred by the Grantor to the Grantee; and

WHEREAS, pursuant to Section 303 (b) (1) of the Act, the Special Court has ordered the Grantor to convey to the Grantee all of the Grantor's right, title and interest in such rail properties, free and clear of any liens or encumbrances as provided in Section 303 (b) of the Act;

NOW, THEREFORE, pursuant to the Order of the Special Court, the Grantor hereby grants and conveys to the Grantee:

A. All of the Grantor's right, title and interest, legal and equitable, in and to the real property located in the  
County of Carbon, Commonwealth of Pennsylvania

as described in Exhibit A attached to this Deed as a part hereof, together with all of the appurtenances, hereditaments, franchises, ways, waters, minerals, rights, privileges, improvements, fixtures, licenses, leaseholds, reversions, easements, rights under operating, trackage and joint facility agreements, rents, issues, profits and other interests and items belonging to or in any way appertaining to such real property, including but not limited to all real property items that would properly be recorded in Accounts 1 through 45 and 90 of the Property Accounts prescribed by the Interstate Commerce Commission for Railroad Companies in its Uniform System of Accounts, 49 C.F.R. Part 1201, to the extent that such interests and items belong or in any way appertain to such real property, except as those interests and items belong or appertain to the real property hereinafter reserved and excepted.

**B. 1.** The easements and rights to use, operate, maintain, repair, renew, replace and remove on, under, over and across the real property hereinafter reserved and excepted ("Grantor's Burdened Property"), any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (each an "Easement Item") existing on and used or useful as of the date of delivery of this Deed as a part of any railroad communication, signal or interlocker system or as a part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the Grantor's Burdened Property to permit the exercise of the foregoing easements and rights, and the easement for lateral support of the real property conveyed by this Deed.

**2.** The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B attached to this Deed as a part hereof and burdening certain real property hereinafter reserved and excepted.

**3.** The Grantee shall give the Grantor reasonable notice before entering on the Grantor's Burdened Property to exercise the easements and rights conveyed in this Paragraph B, and shall exercise such easements and rights (a) so as not to interfere unreasonably with the use and enjoyment of the Grantor's Burdened Property, (b) in compliance with generally applicable reasonable requirements established from time to time by the Grantor and (c) so as not to increase materially the burden on the Grantor's Burdened Property existing on the date of delivery of this Deed. The Grantee shall indemnify and save the Grantor harmless from any loss, damage or expense arising from the exercise of the foregoing easements and rights, without regard to negligence on the part of the Grantor or the Grantee. Upon request of and at the expense of the Grantor, the Grantee shall execute and deliver to the Grantor a deed or other instrument releasing the Grantee's rights in any part of the Grantor's Burdened Property that is not used or reasonably needed by the Grantee in the exercise of the easements and rights conveyed in this Paragraph B.

**4.** If the location of any Easement Item would interfere with any proposed use or sale of any part of the Grantor's Burdened Property, the Grantor may, at the Grantor's expense and after obtaining the Grantee's written consent, relocate the interfering Easement Item or cause the same to be relocated. Such consent will be granted unless (a) the Easement Item cannot be relocated as proposed by the Grantor without unreasonable interference to the Grantee's operations or without damage to the integrity of the system of which the Easement Item is a part or (b) the Grantee will not have reasonable access to the relocated Easement Item. If the Grantee has previously released its easements and rights in any real property as provided in Paragraph B. 3. and a relocated Easement Item falls, in whole or in part, within the area that has been so released, the Grantor and the Grantee shall exchange the following instruments promptly after the relocation is completed:

(a) The Grantor shall execute and deliver to the Grantee a supplementary deed of easement which conveys to the Grantee with respect to the relocated Easement Item the easements and rights described in this Paragraph B.

(b) The Grantee shall execute and deliver to the Grantor a deed or other instrument of release as provided in Paragraph B. 3.

**5.** The Grantor shall bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with all deeds and other instruments delivered pursuant to this Paragraph B.

**RESERVING AND EXCEPTING, HOWEVER, TO THE GRANTOR:**

**C.** All the respective right, title and interest of the Grantor, legal and equitable, in and to the real property described in Exhibit B attached to this Deed as a part hereof, but subject, however, to (a) the limitation of access thereto across the real property conveyed by this Deed as hereinafter provided and (b) the easements and rights conveyed pursuant to Paragraph B above.

**D. 1.** The easements and rights to use, operate, maintain, repair, renew, replace and remove on, under, over and across the real property conveyed by this Deed ("Grantee's Burdened Property"), any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (each an "Easement Item") existing on and used or useful as of the date of delivery of this Deed as a part of any railroad communication, signal or interlocker system or as a part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the Grantee's Burdened Property to permit the exercise of the foregoing easements and rights, and the easement for lateral support of the real property reserved and excepted from this conveyance.

**2.** The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B to this Deed and burdening certain real property conveyed by this Deed.

3. The Grantor shall give the Grantee reasonable notice before entering on the Grantee's Burdened Property to exercise the easements and rights reserved and excepted in this Paragraph D, and shall exercise such easements and rights (a) so as not to interfere unreasonably with the use and enjoyment of the Grantee's Burdened Property, (b) in compliance with generally applicable reasonable requirements established from time to time by the Grantee and (c) so as not to increase materially the burden on the Grantee's Burdened Property existing on the date of delivery of this Deed. The Grantor shall indemnify and save the Grantee harmless from any loss, damage or expense arising from the exercise of the foregoing easements and rights, without regard to negligence on the part of the Grantee or the Grantor. Upon request of and at the expense of the Grantee, the Grantor shall execute and deliver to the Grantee a deed or other instrument releasing the Grantor's rights in any part of the Grantee's Burdened Property that is not used or reasonably needed by the Grantor in the exercise of the easements and rights reserved and excepted in this Paragraph D.

4. If the location of any Easement Item would interfere with any proposed use or sale of any part of the Grantee's Burdened Property, the Grantee may, at the Grantee's expense and after obtaining the Grantor's written consent, relocate the interfering Easement Item or cause the same to be relocated. Such consent will be granted unless (a) the Easement Item cannot be relocated as proposed by the Grantee without unreasonable interference to the Grantor's operations or without damage to the integrity of the system of which the Easement Item is a part or (b) the Grantor will not have reasonable access to the relocated Easement Item. If the Grantor has previously released its easements and rights in any real property as provided in Paragraph D. 3. and a relocated Easement Item falls, in whole or in part, within the area that has been so released, the Grantor and the Grantee shall exchange the following instruments promptly after the relocation is completed:

(a) The Grantee shall execute and deliver to the Grantor a supplementary deed of easement which conveys to the Grantor with respect to the relocated Easement Item the easements and rights described in this Paragraph D.

(b) The Grantor shall execute and deliver to the Grantee a deed or other instrument of release as provided in Paragraph D. 3.

5. The Grantee shall bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with all deeds and other instruments delivered pursuant to this Paragraph D.

**E.** All mineral rights owned by the Grantor in any parcel as to which an interest in the surface is not conveyed by this Deed.

**TO HAVE AND TO HOLD** the real property and the easements and rights hereby conveyed to the Grantee, free and clear of (a) any liens or encumbrances as provided in Section 303 (b) of the Act and (b) any and all easements and rights of access to the real property reserved and excepted from this conveyance across the real property conveyed by this Deed (except as otherwise provided in this Deed), even if such easements and rights would otherwise arise by reason of necessity, implication or other operation of law, statute, ordinance, rule or regulation of any governmental entity, **BUT SUBJECT, HOWEVER,** to (i) those easements and rights reserved and excepted in Paragraph D above, (ii) all existing licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation), and operating, trackage right and joint facility agreements and (iii) Operating Rights Grants, if any, from the Grantor to a third party conveyed concurrently with this conveyance and identified in Exhibit B to this Deed.

The Grantor hereby covenants that the Grantor will perform, execute, acknowledge and deliver any and all such further acts, deeds, assignments and other instruments as may be reasonably requested by the Grantee to convey, confirm, clarify, identify or more precisely describe the real property and the easements and rights conveyed by this Deed or intended so to be in order to carry out the intent of this Deed in light of the designations contained in the Final System Plan which has been certified to the Special Court by the United States Railway Association pursuant to the Act, and to effect the recordation of, or otherwise perfect, this Deed and all such other deeds, assignments and instruments under any applicable statute, ordinance, rule or regulation.

The Grantee hereby covenants that the Grantee will perform, execute, acknowledge and deliver any and all such further acts, deeds, assignments and other instruments as may be reasonably requested by the Grantor to confirm, clarify, identify or more precisely describe the real property and the easements and rights reserved and excepted from this conveyance or intended so to be in order to carry out the intent of this Deed in light of the designations contained in such Final System Plan, and to effect the recordation of, or otherwise perfect, this Deed and all such other deeds, assignments and instruments under any applicable statute, ordinance, rule or regulation.

By acceptance of this Deed, the Grantee (a) agrees to perform each of the obligations imposed on the Grantee by the terms of this Deed, and (b) assumes and agrees to perform and observe all obligations and conditions on the part of the Grantor or the Grantor's predecessor in title to be performed or observed that arise or accrue after the date of delivery of this Deed under all licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation) and operating, trackage right and joint facility agreements (subject, however, to the terms thereof) which are conveyed by this Deed and under those to which this conveyance is made subject, provided that the Grantee assumes no obligation or liability that arises after the date of delivery of this Deed out of any event, act or failure to act that occurred prior thereto and, where an obligation or liability is related to a period which is both before and after such date, the Grantee assumes only that portion of the obligation or liability which is reasonably allocable to the part of the period after such date. Concurrently with the delivery of this Deed, the Grantee is delivering to the Grantor a separate instrument executed by the Grantee acknowledging receipt and acceptance of this Deed and affirming the provisions of this paragraph.

All of the covenants of the Grantor and the Grantee, respectively, shall be deemed to be real covenants and shall run with the land.

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Deed so requires and, whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties.

This conveyance and the specific covenants of the Grantor are made by the Grantor as Trustees of the property of the Debtor, and not individually, and this conveyance is made without covenants of title or any warranties express or implied.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 29<sup>th</sup> day of March, 1976 by Lockwood Fogg being duly authorized so to do by order of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 71-828.

Signed and Acknowledged  
in the Presence of:

David H. Siehl  
David H. Siehl  
Carol A. Mullins  
Carol A. Mullins

ANDREW L. LEWIS, JR.  
AND JOSEPH L. CASTLE, AS  
TRUSTEES OF THE PROPERTY OF  
READING COMPANY, DEBTOR

By

Lockwood Fogg  
Lockwood Fogg  
REPRESENTATIVE

L.S.

DISTRICT OF COLUMBIA, SS:

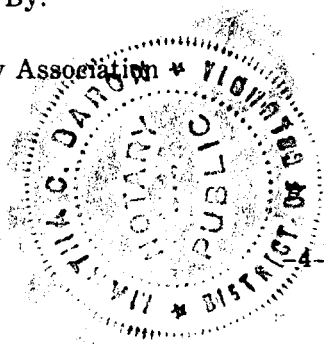
On this 29<sup>th</sup> day of March, 1976, before me, a Notary Public authorized to take acknowledgements and proofs in the District of Columbia, personally appeared Lockwood Fogg, personally known to me to be the person whose name is subscribed to the foregoing Deed, bearing the same date as this certificate of acknowledgement, and acknowledged himself to be a representative of Andrew L. Lewis, Jr. and Joseph L. Castle, Trustees of the Property of Reading Company, Debtor, and that as such representative and being authorized so to do, he executed the foregoing Deed on behalf of and in the name of the Trustees as their free act and deed for the purposes therein contained.

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

This Instrument Prepared By:

United States Railway Association  
Pursuant to the Act

Martha C. Baron  
Martha C. Baron  
Notary Public in and for  
The District of Columbia  
My Commission expires June 14, 1980



BOOK 399 PAGE 817

**EXHIBIT A**

TO THE DEED BY AND BETWEEN

ANDREW L. LEWIS, JR. AND JOSEPH L. CASTLE,

AS TRUSTEES OF THE PROPERTY OF

READING COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

---

**DESCRIPTION OF REAL PROPERTY****LOCATED IN**

County of Carbon, Commonwealth of Pennsylvania

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For the purpose of each description contained in this Exhibit A (and solely by way of illustration and not by way of limiting the generality of the term "adjacent"), adjacency shall be deemed to exist without regard to the existence of any public or private street, highway, alley or other way between one part of the Grantor's real property and another.

This Exhibit A consists of the following pages only: A-1, A-1-A

Document No.

RDG-CRC-RP-21

Situate in the County of Carbon, Commonwealth of Pennsylvania, and being the Reading Company's line of railroad known as the Lehigh and Susquehanna Main Line and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line enters the County in the Lehigh Gap, passes through Palmerton, Lehigh, Jim Thorpe, and Penn Haven, and leaves the County near Leslie Run.

The line of railroad described herein is identified as Line Code 0521 in the records of the United States Railway Association.

A - 1 A

BOOK 399 PAGE 819

Document No.

RDG-CRC-RP-21**EXHIBIT B**

TO THE DEED BY AND BETWEEN

ANDREW L. LEWIS, JR. AND JOSEPH L. CASTLE,

AS TRUSTEES OF THE PROPERTY OF

READING COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

---

**DESCRIPTION OF REAL PROPERTY  
LOCATED IN**County of Carbon, Commonwealth of Pennsylvania**RESERVED AND EXCEPTED BY THE GRANTOR**

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Each map referred to in this Exhibit B bears the Document Number which appears hereon. A copy of each map is on file in the office of the United States Railway Association and a copy of each map has been certified by the United States Railway Association to the Special Court and filed in the office of the Clerk of the Special Court in the United States District Courthouse in Washington, D.C.

The United States Railway Association has delivered a copy of each such map to both the Grantor and the Grantee and has certified on each such copy that it is a true copy of the map filed in the office of the Clerk of the Special Court.

This Exhibit B consists of the following pages: B-1, B-2-Revised, B-3-Revised, B-4-Revised.

Document No.

RDG-CRC-RP-21

Situate in the County of Carbon, Commonwealth of Pennsylvania, and being part of the Reading Company's line of railroad which is known as the Lehigh and Susquehanna Railroad, and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies between the following described lateral cut lines:

LATERAL CUT LINE NO. 1:

Being the easterly abutment of the former Lehigh and Susquehanna Railroad Bridge over the Lehigh Valley Railroad Main Line, which intersects the centerline of railroad right-of-way at Station 2236+70, more or less, as shown on Railroad Valuation Map No. IXa-43, as revised to May 23, 1930.

LATERAL CUT LINE NO. 2:

Being a line drawn at right angles to the centerline of railroad right-of-way, beginning at a point on the southerly right-of-way, extending northeastwardly and intersecting the centerline at Station 2342+58, and extending to the northerly property line; thence, extending southeastwardly along said property along a curve to a point at Station 2318+00 (the Match Mark), as shown on Railroad Valuation Map No. IXa-45, as revised to December 31, 1927.

The part of the line of railroad described herein begins at the lateral cut line No. 1 in Lehighton and extends northwestwardly to lateral cut line No. 2 in Packerton Junction.

The lateral cut lines are identified as Line Codes 0521-114.7 and 0521-116.9 in the records of the United States Railway Association.

Document No.

RDG-CRC-RP-21

Situate in the County of Carbon, Commonwealth of Pennsylvania, and being part of the Reading Company's line of railroad which is known as the Lehigh and Susquehanna Railroad and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies between, beyond, and initially northerly and easterly of the following described lateral cut lines:

LATERAL CUT LINE NO. 3:

Beginning at a point on the easterly property line opposite Station 2421+30, more or less, thence, extending southwestwardly along the northwesterly line of Highway Bridge No. 57 1/2 to a point distant 30 feet, measured eastwardly and at right angles, from the stone monumented centerline of the railroad; thence, extending northwestwardly parallel to said centerline a distance of 1875 feet, more or less, to a point opposite Station 2441+05; thence, extending southwestwardly, at right angles to the preceding course along a line which is distant 20 feet, measured northwestwardly and radially from the northwesternmost point of a 100 foot turntable pit, a distance of 300 feet, more or less, to a point on the southwesterly railroad property line, the point of ending, as shown on Railroad Valuation Map No. IXa-47, as revised to December 31, 1938, and IXa-46 as revised to December 31, 1938.

LATERAL CUT LINE NO. 4:

Being the northeasterly right-of-way line of the Lehigh Valley Railroad Company, along the westerly abutment of a bridge of the Lehigh and Susquehanna Railroad, as shown on Railroad Valuation Map No. IXa-48 as revised to December 31, 1938.

The part of the line of railroad described herein begins at lateral cut line No. 3 near Jim Thrope Borough and extends initially northwestwardly to Lateral Cut Line No. 4 near Glen/Onoko.

The lateral cut lines are identified as Line Code 0521-119.4 and 0521-119.6 in the records of the United States Railway Association.

Document No.

RDG-CRC-RP-21

Situate in the County of Carbon, Commonwealth of Pennsylvania, and being part of the Reading Company's line of railroad which is known as the Lehigh and Susquehanna Railroad and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially northerly of the following described lateral cut line:

Being the southerly abutment line of the Lehigh and Susquehanna Railroad Bridge over the Quakake Creek, between the easterly and westerly property line of said line, as shown on Lehigh Valley Railroad Valuation Map No. V-7-55, as revised to December 31, 1955.

The part of the line of railroad described herein begins at the lateral cut line in Penn Haven Junction and extends to the County line near the Lehigh River near Leslie Run in Lehigh Township.

The lateral cut line is identified as Line Code 0521-126.3 in the records of the United States Railway Association.

## NOTICE

The Grantee acknowledges that the Grantee may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the real property conveyed by this Deed may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This notice is inserted herein to comply with Section 14 of the Pennsylvania Bituminous Mine Subsidence and Land Conservation Act of 1966, 52 Pa. Stat. Ann. Sec. 1406.14.

The Grantee further acknowledges that for the purposes of 52 Pa. Stat. Ann. Sec. 1551, this Deed is a quitclaim deed.

CONSOLIDATED RAIL CORPORATION

By: *Paul Quinn*  
Vice President

STATE OF PENNSYLVANIA, } ss.  
CARBON COUNTY.

Recorded, in the Office for Recording of Deeds at  
Jim Thorpe, in and for the said County and State,  
in Deed Book 399 Page 814

Witness my hand and Seal of Office this

12th Day of Nov 1978

*James F. Walker*

BOOK 399 PAGE 824

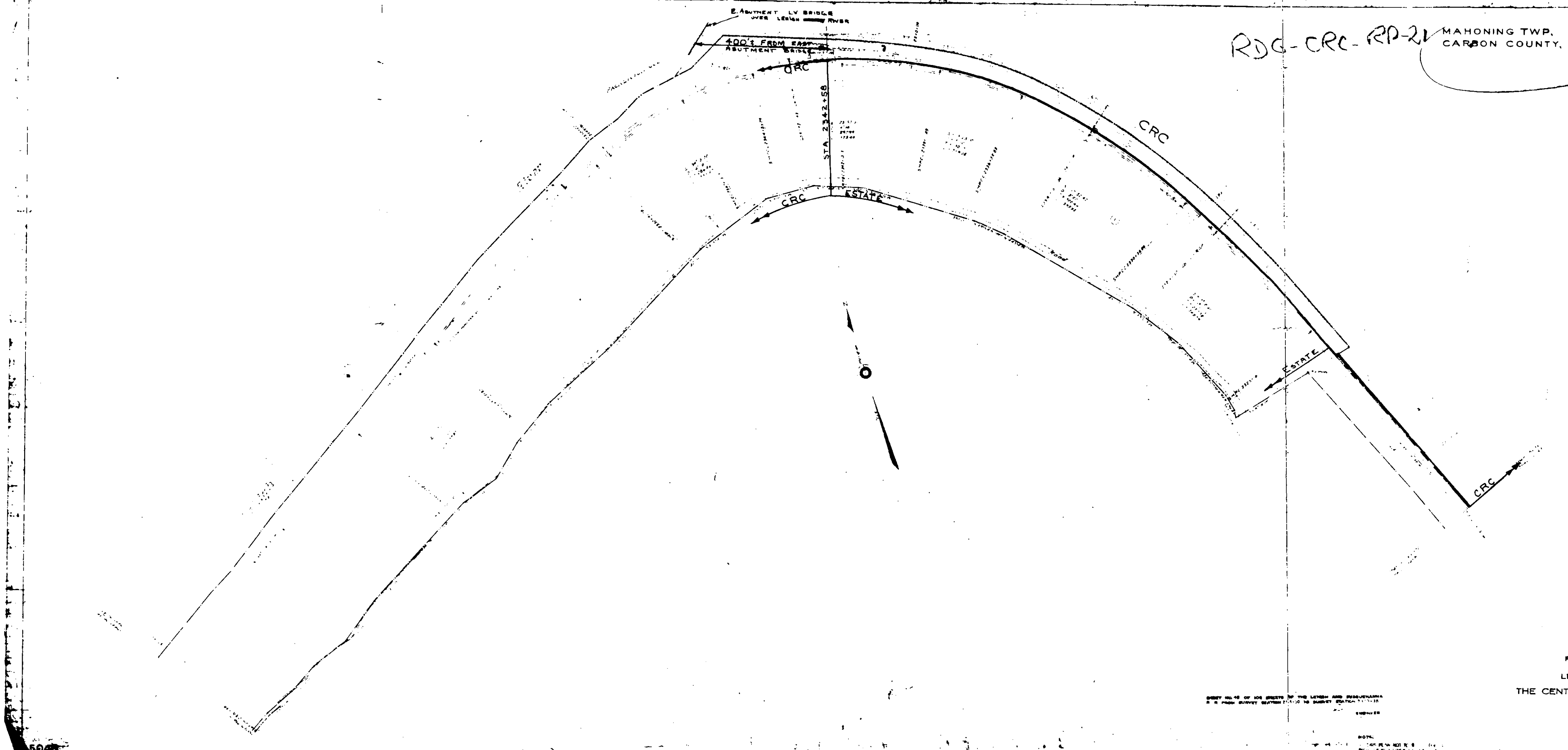
#29924  
**FILED**

9:31 AM  
Dec 12 1978

JAMES F. WALKER  
RECORDER OF DEEDS

MAP REVISION  
DATE  
A.F.E. NO.  
0521-116.9

RDC-CRC-RP-21 MAHONING TWP.  
CARBON COUNTY, PENNA.



BOOK 399 PAGE 825

USRA-LATERAL CUT LINE  
0521-116.9 Lehigh & Susquehanna  
PACKETON JCT., PA.

RIGHT-OF-WAY AND TRACK MAP

LEHIGH & SUSQUEHANNA RAILROAD  
OPERATED BY  
THE CENTRAL RAILROAD CO. OF NEW JERSEY  
L & S. DIV.

ONLY ONE OF 100 SHEETS OF THE LEHIGH AND SUSQUEHANNA  
R.R. FROM SURVEY MAPS 116.0 TO 116.9 INCLUSIVE

STATION 116.0 TO STATION 116.9  
SCALE 1 IN. = 100 FT.  
AS OF JUNE 30, 1917  
VALUATION DEPARTMENT  
NEW YORK, N. Y.

NOTES  
1. TAKE PLAN NOT TO BE  
2. NOT TO BE USED FOR LAYOUT

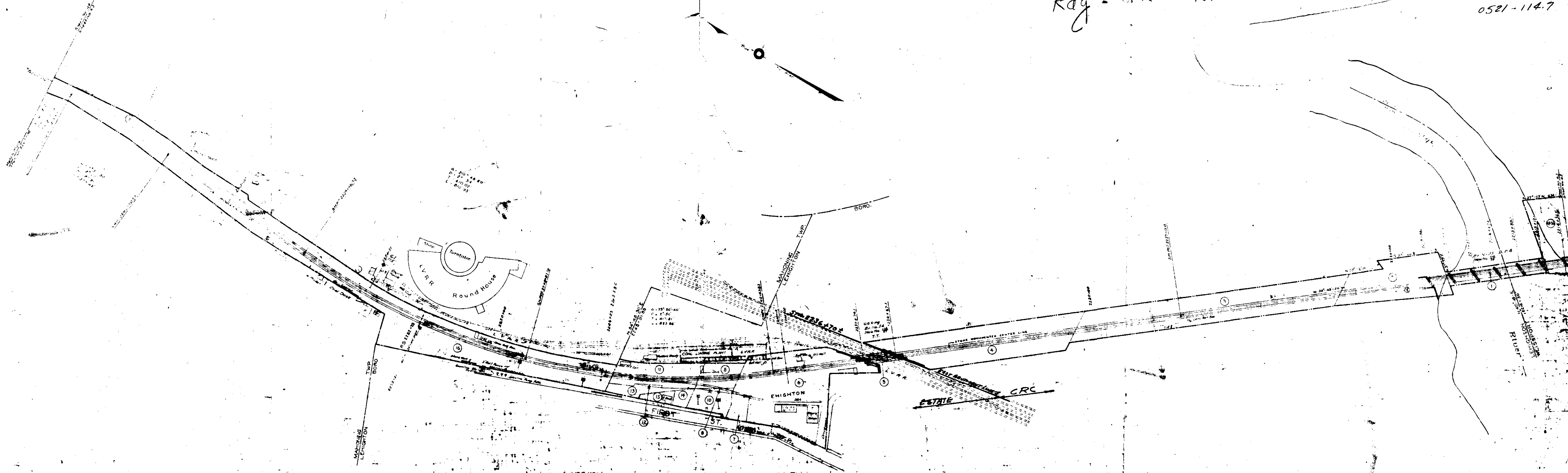
106

Rdg - RC-RP-21

WEISSPORT & LEHIGHTON BOROS,  
MAHONING TOWNSHIP,  
CARBON COUNTY, PENNA.

MAP REVISION  
DATE  
BY

0521-114.7



BOOK 399 PAGE 826

USRA LATERAL CUT LINE  
RIGHT - OF - WAY AND TRACK MAP  
LEHIGH & SUSQUEHANNA RAILROAD  
OPERATED BY  
THE CENTRAL RAILROAD CO. OF NEW JERSEY  
L. & S. DIV.

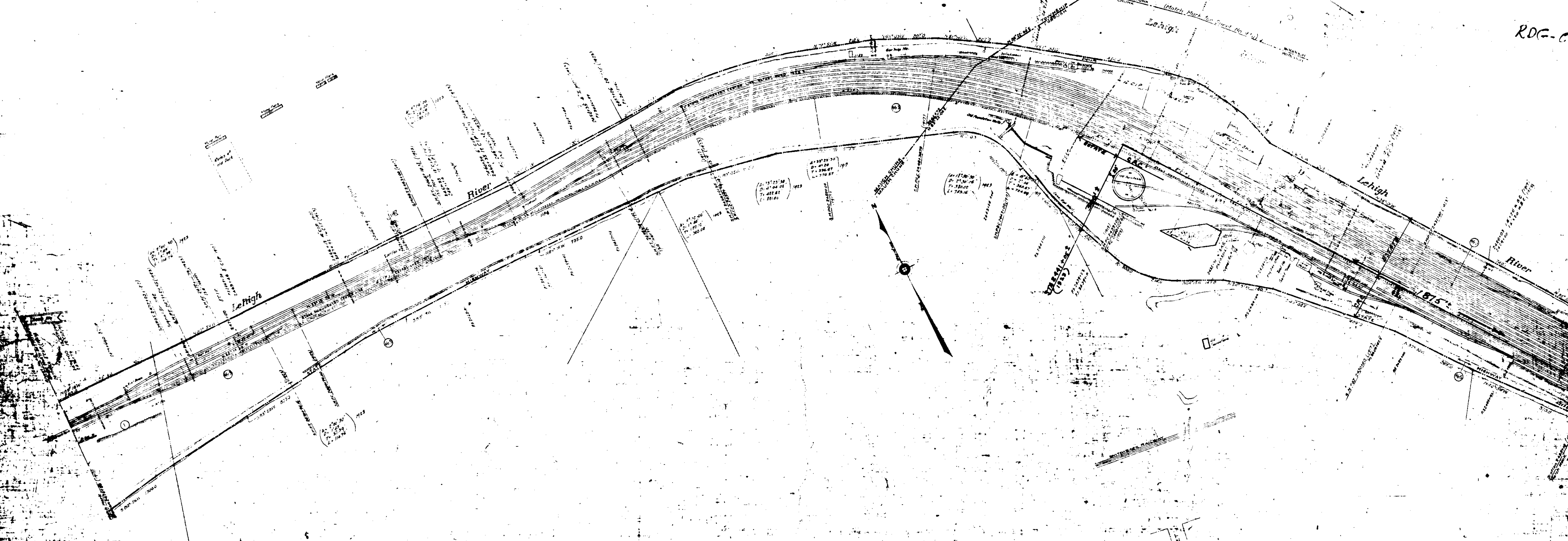
STATION 2214+70 TO STATION 2267+00  
SCALE 1"=100' AS OF JUNE 30, 1900  
NEW YORK, N. Y.

MAUCH CHUNG BORO. MAUCH CHUNG TWP.  
CARBON COUNTY, PENNA.

|                       |                  |
|-----------------------|------------------|
| MAUCH CHUNG BORO.     | Ref. East & West |
| MAUCH CHUNG TWP.      | Ref. East & West |
| CARBON COUNTY, PENNA. | Ref. East & West |

0521-119.4

1012  
RDC-CRC-RP-21



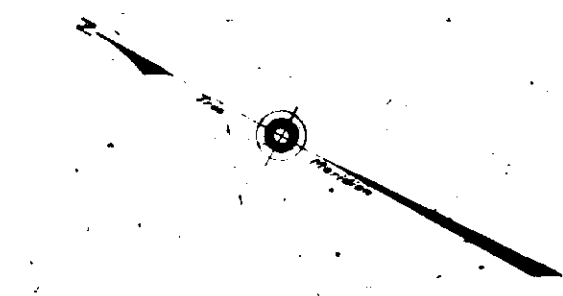
BOOK 399 PAGE 827

USRA LEHIGH & SUSQUEHANNA RAILROAD  
RIGHT - OF - WAY AND TRACE  
LEHIGH & SUSQUEHANNA RAILROAD  
THE CENTRAL RAILROAD OF NEW JERSEY  
SCALE 1" = 200'  
STATION 2425+10  
TO STATION 2425+10  
AS OF 1900  
VALUATION DEPARTMENT  
NEW YORK

3076

|                                                                                                                   |  |                  |  |
|-------------------------------------------------------------------------------------------------------------------|--|------------------|--|
| <div style="text-align: center;"> <b>Page 1 of 26</b><br/> <b>MAF Form 90</b><br/> <b>Refugee Form 50Y</b> </div> |  |                  |  |
| <b>A.F.E.N.</b>                                                                                                   |  | <b>DATE</b>      |  |
| 6962 72 55 7154                                                                                                   |  | 4-15-80 12-31-87 |  |
| 8216 9669                                                                                                         |  | 4-14-81 1-27-80  |  |
| 93                                                                                                                |  | 3-2-81 12-31-87  |  |

0521-119.4



BOOK 399 PAGE 828  
46

486-

MAUCH CHUNK TOWNSHIP  
CARBON COUNTY, PENNA.

ROG-CRC-RP21

0521-119.6



BOOK 399 PAGE 829

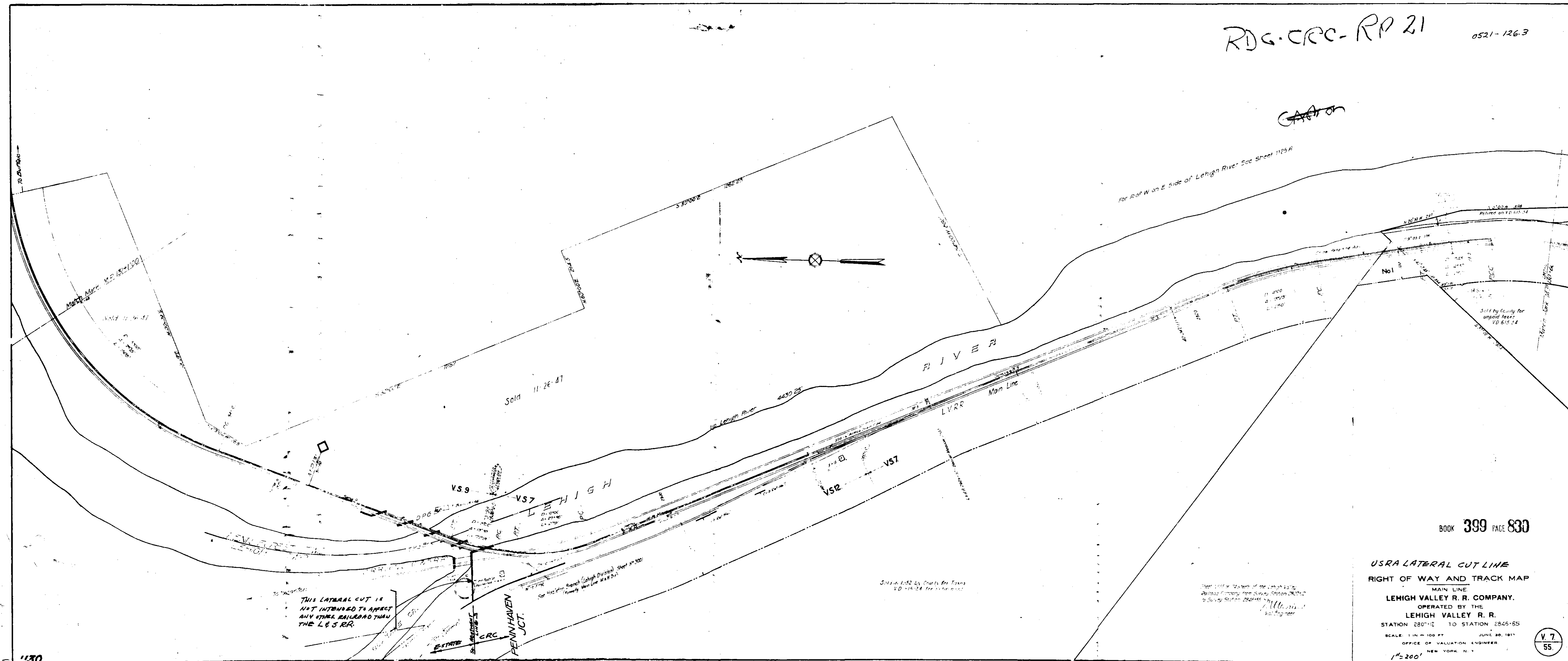
USRA-LATERAL CUT LINE  
0521-119.6 LE ML  
GLEN ONOKO, PA.  
RIGHT-OF-WAY AND TRACK MAP  
LEHIGH & SUSQUEHANNA RAILROAD  
OPERATED BY  
THE CENTRAL RAILROAD CO. OF NEW JERSEY

STATION 0+00 TO STATION 1+00  
SCALE: 1" = 100 FT.  
NEW YORK, N.Y.

5118

RDG-CRC-RP 21

0521-126.3



CORRECTION SUMMARYFor: RDG-CRC-RP-21County of Carbon  
Commonwealth of Pennsylvania

| Page        | LC-MP                      | Subject matter          | Action      |
|-------------|----------------------------|-------------------------|-------------|
| A-1A        | 0521                       | Line description        | Add page    |
| B-2         | 0521-114.7 &<br>0521-116.9 | Lateral cut description | Delete page |
| B-2-Revised | 0521-114.7 &<br>0521-116.9 | Lateral cut description | Add page    |
| B-3         | 0521-119.4 &<br>0521-119.6 | Lateral cut description | Delete page |
| B-3-Revised | 0521-119.4 &<br>0521-119-6 | Lateral cut description | Add page    |
| B-4         | 0521-126.3                 | Lateral cut description | Delete page |
| B-4-Revised | 0521-126.3                 | Lateral cut description | Add page    |
| A-2         | 0523                       | Line description        | Delete page |

Document No.

RDG-CRC-RP-21

Situate in the County of Carbon, Commonwealth of Pennsylvania, and being the Reading Company's line of railroad known as the Lehigh and Susquehanna Main Line and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line enters the County in the Lehigh Gap, passes through Palmerton, Lehighton, Jim Thorpe, and Penn Haven, and leaves the County near Leslie Run.

The line of railroad described herein is identified as Line Code 0521 in the records of the United States Railway Association.

A - 1 A

Document No.

RDG-CRC-RP-21

Situate in the County of Carbon, Commonwealth of Pennsylvania, and being part of the Lehigh Coal and Navigation Company's line of railroad which is known as the Lehigh and Susquehanna Railroad, and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies between the following described lateral cut lines:

Lateral Cut Line No.1:

Being the easterly abutment of the form Lehigh and Susquehanna Railroad Bridge over the Lehigh Valley Railroad Main Line, which intersects the centerline of railroad right-of-way at Station 2236+70, more or less, as shown on Railroad Valuation Map No. IXa-43, as revised to May 23, 1930.

Lateral Cut Line No.2:

Being a line drawn at right angles to the centerline of railroad right-of-way, beginning at a point on the southerly right-of-way, extending northeastwardly and intersecting the centerline at Station 2342+58, and extending to the northerly property line; thence, extending southeastwardly along said property along a curve to a point at Station 2318+00 (the Match Mark), as shown on Railroad Valuation Map No. IXa-45, as revised to December 31, 1927.

The part of the line of railroad described herein begins at the lateral cut line No.1 in Leighton and extends northwestwardly to lateral cut line No.2 in Packerton Junction.

The lateral cut lines are identified as Line Codes 0521-114.7 and 0521-116.9 in the records of the United States Railway Association.

This page was DELETED pursuant to the Correction Summary for this document.

Document No.

RDG-CRC-RP-21

Situate in the County of Carbon, Commonwealth of Pennsylvania, and being part of the Reading Company's line of railroad which is known as the Lehigh and Susquehanna Railroad, and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies between the following described lateral cut lines:

LATERAL CUT LINE NO. 1:

Being the easterly abutment of the former Lehigh and Susquehanna Railroad Bridge over the Lehigh Valley Railroad Main Line, which intersects the centerline of railroad right-of-way at Station 2236+70, more or less, as shown on Railroad Valuation Map No. IXa-43, as revised to May 23, 1930.

LATERAL CUT LINE NO. 2:

Being a line drawn at right angles to the centerline of railroad right-of-way, beginning at a point on the southerly right-of-way, extending northeastwardly and intersecting the centerline at Station 2342+58, and extending to the northerly property line; thence, extending southeastwardly along said property along a curve to a point at Station 2318+00 (the Match Mark), as shown on Railroad Valuation Map No. IXa-45, as revised to December 31, 1927.

The part of the line of railroad described herein begins at the lateral cut line No. 1 in Lehighton and extends northwestwardly to lateral cut line No. 2 in Packerton Junction.

The lateral cut lines are identified as Line Codes 0521-114.7 and 0521-116.9 in the records of the United States Railway Association.

Document No.

RDG-CRC-RP-21

Situate in the County of Carbon, Commonwealth of Pennsylvania, and being part of the Lehigh Coal and Navigation Company's line of railroad which is known as the Lehigh and Susquehanna Railroad and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies between, beyond, and initially northerly and easterly of the following described lateral cut lines:

LATERAL CUT LINE NO. 3

Beginning at a point on the easterly property line opposite Station 2421+30, more or less, thence, extending southwestwardly along the northwesterly line of highway Bridge No. 57 1/2 to a point distant 30 feet, measured eastwardly and at right angles, from the stone monumented centerline of the railroad; thence, extending northwestwardly parallel to said centerline a distance of 3750 feet, more or less, to a point opposite Station 2441+05; thence, extending southwestwardly, at right angles to the preceding course along a line which is distant 20 feet, measured northwestwardly and radially from the northwesternmost point of a 100 foot turntable pit, a distance of 300 feet, more or less, to a point on the southwesterly railroad property line, the point of ending, as shown on Railroad Valuation Map No. 1Xa-47, as revised to December 31, 1938, and 1Xa-46 as revised to December 31, 1938.

LATERAL CUT LINE NO. 4

Being the northeasterly right-of-way line of the Lehigh Valley Railroad Company, along the westerly abutment of a bridge, of the Lehigh and Susquehanna Railroad, as shown on Railroad Valuation Map No. 1Xa-46 as revised to December 31, 1938.

The part of the line of railroad described herein begins at lateral cut line No. 1 near Jim Thorpe Borough and extends initially northwestwardly to Lateral Cut Line No. 2 near Glen/Oncko.

The lateral cut lines are identified as Line Codes 0521-119.4 and 0521-119.6 in the records of the United States Railway Association.

This page was DELETED pursuant to the Correction Summary for this document.

Document No.

RDG-CRC-RP-21

Situate in the County of Carbon, Commonwealth of Pennsylvania, and being part of the Reading Company's line of railroad which is known as the Lehigh and Susquehanna Railroad and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies between, beyond, and initially northerly and easterly of the following described lateral cut lines:

LATERAL CUT LINE NO. 3:

Beginning at a point on the easterly property line opposite Station 2421+30, more or less, thence, extending southwestwardly along the northwesterly line of Highway Bridge No. 57 1/2 to a point distant 30 feet, measured eastwardly and at right angles, from the stone monumented centerline of the railroad; thence, extending northwestwardly parallel to said centerline a distance of 1875 feet, more or less, to a point opposite Station 2441+05; thence, extending southwestwardly, at right angles to the preceding course along a line which is distant 20 feet, measured northwestwardly and radially from the northwesternmost point of a 100 foot turntable pit, a distance of 300 feet, more or less, to a point on the southwesterly railroad property line, the point of ending, as shown on Railroad Valuation Map No. IXa-47, as revised to December 31, 1938, and IXa-46 as revised to December 31, 1938.

LATERAL CUT LINE NO. 4:

Being the northeasterly right-of-way line of the Lehigh Valley Railroad Company, along the westerly abutment of a bridge of the Lehigh and Susquehanna Railroad, as shown on Railroad Valuation Map No. IXa-48 as revised to December 31, 1938.

The part of the line of railroad described herein begins at lateral cut line No. 3 near Jim Thrope Borough and extends initially northwestwardly to Lateral Cut Line No. 4 near Glen/Onoko.

The lateral cut lines are identified as Line Code 0521-119.4 and 0521-119.6 in the records of the United States Railway Association.

Document No.

RDG-CRC-RP-21

Situate in the County of Carbon, Commonwealth of Pennsylvania, and being part of the Lehigh Coal and Navigation Company's line of railroad which is known as the Lehigh and Susquehanna Railroad and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially northerly of the following described lateral cut line:

Being the southerly abutment line of the Lehigh and Susquehanna Railroad Bridge over the Quakake Creek, between the easterly and westerly property line of said Branch, as shown on Railroad Valuation Map No. V-7-55, as revised to December 31, 1955.

The part of the line of railroad described herein begins at the lateral cut line in Penn Haven Junction and extends to the County line near Lehigh River near Leslie Run in Lehigh Township.

The lateral cut line is identified as Line Code 0521-126.3 in the records of the United States Railway Association.

This page was DELETED pursuant to the Correction Summary for this document.

Document No.

RDG-CRC-RP-21

Situate in the County of Carbon, Commonwealth of Pennsylvania, and being part of the Reading Company's line of railroad which is known as the Lehigh and Susquehanna Railroad and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially northerly of the following described lateral cut line:

Being the southerly abutment line of the Lehigh and Susquehanna Railroad Bridge over the Quakake Creek, between the easterly and westerly property line of said line, as shown on Lehigh Valley Railroad Valuation Map No. V-7-55, as revised to December 31, 1955.

The part of the line of railroad described herein begins at the lateral cut line in Penn Haven Junction and extends to the County line near the Lehigh River near Leslie Run in Lehigh Township.

The lateral cut line is identified as Line Code 0521-126.3 in the records of the United States Railway Association.

B-4-Revised

Document No.

RDG-CRC-RP-21

Situate in the County of Carbon, Commonwealth of Pennsylvania, and being The Reading Company's line of railroad known as the Lehigh and Susquehanna Tresckow Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line,

Such line enters the County near the northeast corner of Packer Township, and leaves the County near Audenried in Spring.

The line of railroad described herein is identified as Line Code 0523 in the records of the United States Railway Association.

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