

October 5, 2023

307256

VIA ELECTRONIC FILING

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

ENTERED
Office of Proceedings
October 5, 2023
Part of
Public Record

Re: *New Jersey Transit Corporation – Acquisition Exemption – Norfolk Southern Railway Company in the Counties of Morris and Warren, New Jersey, STB FD No. 36676*

Dear Ms. Brown:

On July 26, 2023, the Surface Transportation Board (“Board”) granted New Jersey Transit Corporation’s (“NJ TRANSIT”) Motion to Dismiss Its Verified Notice of Exemption to acquire a 9.15-mile portion of a line of railroad known as the Washington Secondary (“Line”) from Norfolk Southern Railway Company (“NS”). In its decision, the Board ordered NJ TRANSIT to file final versions of the revised 1984 Trackage Rights Agreement, the final Purchase and Sale Agreement and the final Operating Agreements for the Line. This letter is to advise the Board that NS and NJ TRANSIT consummated the sale of the Line on September 29, 2023, and, in accordance with the Board’s directive, are attaching the requested documents for the Board’s records.

Should the Board require any further documentation, please reach out to the undersigned.

Sincerely,



Ayelet Hirschhorn

Enclosures

Cc: Richard C. Wisneski, NJ TRANSIT (RWisneski@njtransit.com); Kean Burenga (kburenga@gmail.com); Alicia Ruscitto (Alicia.Ruscitto@nscorp.com); Solomon Jackson (Solomon.Jackson@nscorp.com)

**FIRST OPERATING AGREEMENT FOR THE
WASHINGTON SECONDARY TRACK**

**BETWEEN NORFOLK SOUTHERN RAILWAY COMPANY
AND
NEW JERSEY TRANSIT CORPORATION**

THIS OPERATING AGREEMENT made this 29th day of September, 2023, by and between NORFOLK SOUTHERN RAILWAY COMPANY (“NS”) and NEW JERSEY TRANSIT CORPORATION (“NJ TRANSIT”).

WHEREAS, NS owns the Washington Secondary Track, a line of rail located between Milepost 48.1 in Netcong, New Jersey and Milepost 58.0 in Hackettstown, New Jersey; and

WHEREAS, since 1994, NJ TRANSIT has operated commuter rail service between Milepost 48.1 and Milepost 58.0 on the Washington Secondary Track pursuant to the terms of a Trackage Rights Agreement between the Consolidated Rail Corporation (“Conrail”) and NJ TRANSIT, effected as of October 1, 1984, as amended (“Trackage Rights Agreement”); and

WHEREAS, pursuant to *CSX Corp.-Control and Operating Leases/Agreements_Conrail Inc.*, 3 S.T.B. 196, 282-83 (1998), NS succeeded to Conrail’s rights and interests in the Trackage Rights Agreement and assumed common carrier operating rights of the Washington Secondary Track when NS acquired Conrail’s operations in New Jersey; and

WHEREAS, NJ TRANSIT and NS are entering into a Purchase and Sale Agreement of even date, by which NS is conveying to NJ TRANSIT its rights, title and interest in and to the real estate which constitutes the portion of the Washington Secondary Track between Milepost 48.1 and Milepost 57.25 (“Rail Property”); and

WHEREAS, after purchase of the Rail Property by NJ TRANSIT, NS will retain an exclusive, perpetual and irrevocable easement in the Rail Property for the provision of freight rail service; and

WHEREAS, NS will retain ownership of the remaining portions of the Washington Secondary Track; and

WHEREAS, the Dover and Delaware River Railroad (“DD”) maintains freight operating rights over the Washington Secondary Track pursuant to a separate Agreement by and between NJ TRANSIT, NS, and DD dated March 1, 2019 (“2019 Agreement”); and

WHEREAS, NJ TRANSIT, NS and DD will amend the 2019 Agreement to acknowledge NJ TRANSIT’s purchase of the Rail Property and to amend the Subject Trackage; and

WHEREAS, NS and NJ TRANSIT recognize that the provisions of the Trackage Rights Agreement need to be further supplemented in order to accommodate NJ TRANSIT's purchase of the Rail Property pursuant to the Purchase and Sale Agreement.

NOW THEREFORE, NS and NJ TRANSIT, intending to be legally bound, as follows:

1. The above recitals are hereby incorporated into this Agreement as if set forth in their entirety.
2. Except as otherwise provided herein, all terms, covenants and conditions of the Trackage Rights Agreement are hereby incorporated by reference and made a part of this Agreement. During the term of this First Operating Agreement, the Rail Property shall be designated as a "Category NFP Rail Property" in accordance with the provisions of the Trackage Rights Agreement.
3. The term of this First Operating Agreement shall commence upon closing of title to the Rail Property (the "Effective Date") and shall continue until NS abandons all freight operations on the Rail Property.
4. The Parties acknowledge that a portion of NJ TRANSIT's Positive Train Control system ("PTC") remains active and in service on a portion of the Washington Secondary owned by NS between MP 57.25 and MP 58.0 (the "Remainder"). The Parties agree that upon the Effective Date of this Agreement, NJ TRANSIT will use commercially reasonable efforts to remove all PTC equipment on the Remainder (including approval of same by the Federal Railroad Administration). The Parties agree that NJ TRANSIT will continue to provide dispatching and PTC services for the Remainder until such time as the PTC equipment is fully removed from the Remainder. At such time, the Parties will confer to arrange for the orderly transfer of dispatching (consistent with current practice) of the Remainder from NJ TRANSIT to NS or its designee. NJ TRANSIT shall solely bear all costs and expenses associated with the removal of all PTC equipment and transfer of dispatching.

NJ TRANSIT will not interfere with or in any way impair NS' or its designee's ability to provide freight rail service or fulfill NS' or its designee's common carrier obligations on the Remainder.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, NS and NJ TRANSIT, by their authorized representatives,
hereby cause this First Operating Agreement to be executed as of the date first set forth above.

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

Full HS

By: *Jacob R. Ellum*
Jacob R. Ellum
Vice President

WITNESS:

NEW JERSEY TRANSIT CORPORATION
through its subsidiary New Jersey Transit Rail
Operations, Inc.

Adrian I. Utermeyer
Adrian I. Utermeyer

By: *James A. Sincaglia*
James A. Sincaglia
Senior Vice President and General Manager
NJ TRANSIT Rail Operations, Inc.

This Agreement has been Approved as to legal form only
For NJ TRANSIT CORPORATION

By: *Suzanne L. Silverman*
Suzanne L. Silverman, Esq.
Kaplan Kirsch & Rockwell L.L.P.

**FIRST AMENDMENT TO THE TRACKAGE RIGHTS AGREEMENT
AMONG
DOVER AND DELAWARE RIVER RAILROAD, LLC
AND
NEW JERSEY TRANSIT CORPORATION
AND
NORFOLK SOUTHERN RAILWAY COMPANY**

THIS FIRST AMENDMENT TO THE TRACKAGE RIGHTS AGREEMENT made this 29th day of September, 2023 by and among DOVER & DELAWARE RIVER RAILROAD, LLC, (hereinafter referred to as "DDRR") and NEW JERSEY TRANSIT CORPORATION, an instrumentality of the State of New Jersey ("NJ TRANSIT"). NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter referred to as "NSR") (DDRR, NJ TRANSIT and NSR hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, the Parties entered into a Trackage Rights Agreement, effective March 1, 2019 ("2019 Agreement") for the Washington Secondary Track, a line of rail located between Milepost 48.1 in Netcong, New Jersey and Milepost 58.0 in Hackettstown, New Jersey; and

WHEREAS, NJ TRANSIT will be acquiring ownership of a portion of the Washington Secondary Track between Milepost 48.1 and 57.25 ("Rail Property"); and

WHEREAS, after purchase of the Rail Property by NJ TRANSIT, NSR will retain an exclusive, perpetual, and irrevocable easement over the Rail Property for the provision of freight rail service; and

WHEREAS, NSR will retain ownership of the remaining portions of the Washington Secondary Track; and

WHEREAS, the DDRR maintains freight operating rights over the Washington Secondary Track pursuant to the 2019 Agreement; and

WHEREAS, the Parties wish to amend the 2019 Agreement to acknowledge NJ TRANSIT's purchase of the Rail Property and to amend the Subject Trackage;

NOW THEREFORE, NS, DDRR, and NJ TRANSIT, intending to be legally bound, and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby amend the 2019 Agreement as follows:

1. The above recitals are hereby incorporated into this Agreement as if set forth in their entirety.
2. Except as otherwise provided herein, all terms, covenants, and conditions of the 2019 Agreement remain in full force and effect except as modified herein.

3. The term of this First Amendment to the Trackage Rights Agreement shall commence upon closing of title to the Rail Property (the "Effective Date") and shall continue until the Termination Date of the 2019 Agreement as set forth therein.
4. The following language from Section 1.2 of the 2019 Agreement is hereby deleted:

 "...provided, however, that this Section 1.2 does not apply to the Washington Secondary ("WASS") as described in Exhibit A."
5. The Subject Trackage for the Morristown Line only set forth in Exhibit A to the 2019 Agreement shall be deleted and amended as follows:

MORRISTOWN LINE

Newark Broad Street to
Hackettstown

MP 7.8 – 57.25

The references to Gladstone and Montclair will remain the same.

6. The Parties acknowledge that a portion of NJ TRANSIT's Positive Train Control system ("PTC") remains active and in service on a portion of the Washington Secondary owned by NS between MP 57.25 and MP 58.0 (the "Remainder"). The Parties agree that upon the Effective Date of this Agreement, NJ TRANSIT will use commercially reasonable efforts to remove all PTC equipment on the Remainder (including approval of same by the Federal Railroad Administration). The Parties agree that NJ TRANSIT will continue to provide dispatching and PTC services for the Remainder until such time as the PTC equipment is fully removed from the Remainder. At such time, the Parties will confer to arrange for the orderly transfer of dispatching (consistent with current practice) of the Remainder from NJ TRANSIT to NS or DRRR. NJ TRANSIT shall solely bear all costs and expenses associated with the removal of all PTC equipment and transfer of dispatching.

NJ TRANSIT will not interfere with or in any way impair NS' or DRRR's ability to provide freight rail service or fulfill NS' or DRRR's common carrier obligations on the Remainder.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, NS, NJ TRANSIT and DDDR by and through their authorized representatives, hereby cause this First Amendment to the Trackage Rights Agreement to be executed as of the date first set forth above.

WITNESS:

RA HS

NORFOLK SOUTHERN RAILWAY COMPANY

By: *Jacob Elum*
Jacob Elum
Vice President

WITNESS:

Burenga

DOVER & DELAWARE RIVER RAILROAD, LLC

By: *Kean Burenga*
Kean Burenga
President

WITNESS:

Chi I. Ch...
Adrian I. Ch...

NEW JERSEY TRANSIT CORPORATION
through its subsidiary New Jersey Transit Rail
Operations, Inc.

By: *James A. Sincaglia*
James A. Sincaglia
Senior Vice President and General Manager
NJ TRANSIT Rail Operations, Inc.

This Agreement has been Approved as to legal form only
For NJ TRANSIT CORPORATION

By: *Suzanne L. Silverman*
Suzanne L. Silverman, Esq.
Kaplan Kirsch & Rockwell L.L.P.

(Recording Data)

This instrument was prepared by:

Ryan Hankins
Norfolk Southern Corporation
650 West Peachtree St., NW
Atlanta, Georgia 30308

Record and Return to:

Senior Director Real Estate
New Jersey Transit Corp.
One Penn Plaza East
Newark, NJ 07105-2246

QUITCLAIM DEED

THIS DEED, made the 29 day of September, 2023, between the undersigned, **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, successor by merger to Pennsylvania Lines, LLC, with an address of record being 650 West Peachtree Street NW, Atlanta, GA 30308, hereinafter referred to as "Grantor", and **NEW JERSEY TRANSIT CORPORATION**, an instrumentality of the State of New Jersey, with an address of record being One Penn Plaza East, Newark, NJ 07105, hereinafter referred to as "Grantee".

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten Million Two Hundred Seventeen Thousand and Eighty-Nine Dollars and Six Cents (\$10,217,089.06) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, sell, remise, release and forever quitclaim all of the right, title, interest and claim of Grantor in or to that certain real property underlying that railroad corridor, between Milepost 48.1 and Milepost 57.25 located in the counties of Morris and Warren, New Jersey, as is fully described and depicted on Exhibit "A", attached hereto and thereby made a part hereof.

TAX REFERENCE WARREN COUNTY: Portion of Block 1, Lot 1, Hackettstown; Block 1, Lot 6, Hackettstown; Block 1, Lot 5, Hackettstown; Block 1, Lot 3, Hackettstown; Block 1, Lot 4, Hackettstown; Block 1, Lot 2, Hackettstown; Block 902, Lot 34, Allamuchy Township.

TAX REFERENCE MORRIS COUNTY: The following Blocks and Lots located in Mount Olive Township: Block 1, Lot 13; Block 1, Lot 7; Block 1, Lot 10; Block 1, Lot 12; Block 1, Lot 11; Block 501, Lot 2; Block 1, Lot 9; Block 501, Lot 3; Block 1, Lot 8; Block 1, Lot 4; Block 1, Lot 5; Block 1, Lot 6; Block 1, Lot 14; Block 1, Lot 2; Block 1, Lot 1 and The following blocks and lots located in Netcong Borough Block 18, Lot 4; Part of Block 19, Lot 37.

SUBJECT, however, to such easements, reservations, conditions, licenses, leases and restrictions, whether or not of record.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

EXCEPTING AND RESERVING unto Grantor, its successors, and assigns and affiliates, a permanent, perpetual, exclusive, transferable, assignable and irrevocable retained freight service easement in the property described on Exhibit A to physically serve, with its own crews and locomotives, or the crews and locomotives of its owners, affiliates, transferees or assigns, present and future rail customers with access to the property described on Exhibit A, provide overhead freight service to other portions of Grantor's rail systems or to the rail systems of connecting freight railroads and temporary detour or emergency overhead rail operations. Grantee acknowledges Grantor's retained rights, and Grantee neither has nor will have any right to serve present and future shippers and will make no attempt to construct additional sidings to serve such shippers for its own account or to circumvent this Deed by other means, directly or indirectly. Grantor's right to operate on the Purchased Premises is subject to the Operating Agreement between Grantor and Grantee for the Washington Secondary Track, of even date. Grantor's rights hereunder shall terminate upon consummation of any necessary authorization from the Surface Transportation Board or any successor agency to abandon or discontinue such service.

FURTHER EXCEPTING AND RESERVING unto Grantor, its successors, assigns and affiliates, a non-exclusive easement for the maintenance, utilization, repair and replacement (including but not limited to ingress and egress) of one (1) existing signboard for outdoor advertising purposes only located in Mt. Olive Township (Morris County), NJ) and described as

follows: two (14x48) Paint Bulletin static sign faces erected on one monopole located on the West Side of I-80, West of Route 46 in the area depicted on Exhibit B attached hereto, under a License Agreement between Grantor and Right Angle Media, Inc., 16 Scott Drive, Churchville, PA 18966-1393 ("RAM") and BESKO Media P.O. Box 280, Hamlin, PA 18427, dated April 1, 2016 until expiration or termination of said agreement. Any use and enjoyment of the signboard by Grantor, its successors, assigns and affiliates shall be subject to the provisions of Grantee's Guidelines for Working Within Or In Vicinity of NJ TRANSIT's Right-of-Way which are then in effect. . Grantor shall give the Grantee twenty-one (21) days prior written notice before entering upon the Property to exercise the signboard reservation set forth herein. Any Grantor contractor, consultant or other third-party requesting entry in, on or below the area depicted on Exhibit B will be required to execute and deliver a then current Grantee Temporary Access Permit ("TAP") to Enter prior to entry on such property.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto Grantee, its successors and assigns, forever so neither the said Grantor, nor its successors and assigns, nor any other person or persons, claiming under it or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, Norfolk Southern Railway Company has caused these presents to be executed, and its corporate seal to be hereunto affixed and attested, by its officers thereunto duly authorized, this ____ day of _____, 2023.

L. S. ATTEST:

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation

By:

Wendy Z. Bowles
Assistant Corporate Secretary

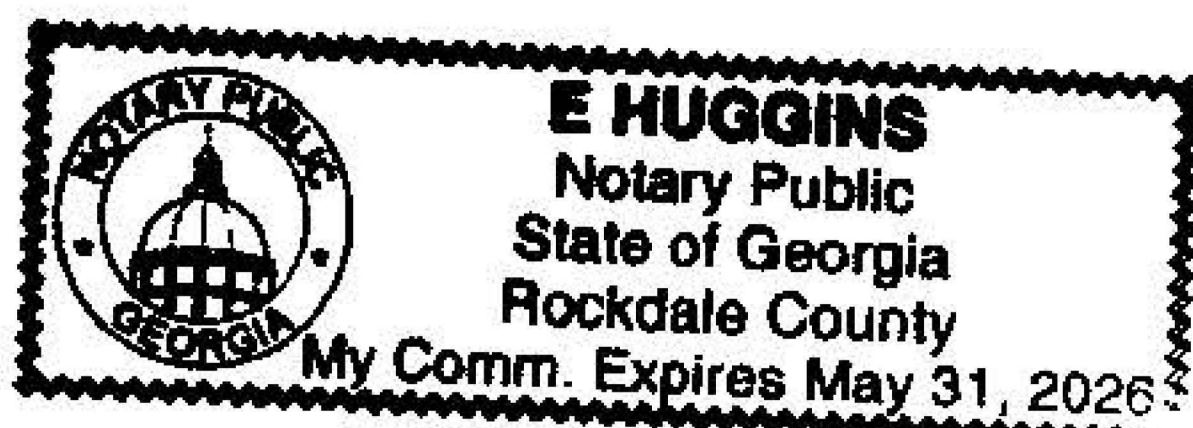
Solomon Jackson
Title: Real Estate Manager

STATE OF GEORGIA

COUNTY OF

I, Elvina Huggins, a Notary Public in and for the above State and County, hereby certify that Solomon Jackson, whose name as Real Estate Manager of Norfolk Southern Railway Company, a Virginia corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within instrument as such consideration is \$10,217,089.06.

GIVEN under my hand and official seal this 24th day of September, 2023.



E. Huggins
Notary Public

My commission expires: 5/31/2026

COUNTY OF MORRIS

STATE OF NEW JERSEY

LINE CODE 6192

ALL RIGHT TITLE AND INTEREST IN THAT RAILWAY LINE BEING IN COUNTY OF MORRIS, STATE OF NEW JERSEY; (BEING A PORTION OF THE Former Erie Lackawanna Railway Company) main track and identified as Line Code 6192 in the records of the United States Railway Association, situate in the County of Morris and State of New Jersey, BEING KNOWN AS THE ERIE LACKAWANNA WASHINGTON LINE, PHILLIPSBURG BRANCH COMPRISED OF LAND AND RIGHT OF WAY FOR MAIN TRACKS. BRANCH LINES, SIDINGS AND OTHER APPURTENANT RAILROAD FACILITIES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PORTION OF A RAILROAD BEGINNING AT A MUTUAL BOUNDARY LINE OF PROPERTY CURRENTLY OWNED BY NEW JERSEY TRANSIT CORPORATION AND NORFOLK SOUTHERN RAILWAY COMPANY, BEING AT railway valuation station 2537+05 RAILWAY MILEPOST 48.1; MORE OR LESS; SAID POINT OF BEGINNING BEING SHOWN ON RAILWAY VALUATION MAPS V-10/1, 6191001, & V-1/54, 6192001.

THENCE, CONTINUING WITH SAID RAILWAY ALONG THE RAILWAY CENTERLINE IN A GENERALLY WESTERLY DIRECTION WITH A STRIP OF LAND OF VARYING WIDTH ON EACH SIDE OF CENTERLINE OF TRACK A DISTANCE OF **32,524.22 FEET, MORE OR LESS**, TO A POINT AT THE COUNTY LINE BETWEEN MORRIS COUNTY AND WARREN COUNTY, SAID POINT BEING FURTHER IDENTIFIED AS RAILWAY VALUATION STATION **2862+29.22, MORE OR LESS**, AS SHOWN ON RAILWAY VALUATION MAP **V-1/60, 6192008**. SAID LINE OF RAILROAD BEING SUBSTANTIALLY AS SHOWN ON RAILWAY VALUATION MAPS **V-10/1, V-1/54 THROUGH V-1/60, INCLUSIVE**, ATTACHED HERETO AND MADE A PART HEREOF.

BEING a portion of the same property conveyed to Pennsylvania Lines LLC, a Delaware limited liability company which merged into PRR Newco, Inc. a Virginia Corporation as the surviving entity, (which in turn merged into Grantor herein, as the surviving entity) by Consolidated Rail Corporation by Quitclaim Deed dated June 1, 1999 and recorded in the Morris County Clerk's Office at Deed Book 5047, Page 195 on September 2, 1999.

Ex. A-1

COUNTY OF WARREN

STATE OF NEW JERSEY

LINE CODE 6192

ALL RIGHT TITLE AND INTEREST IN THAT RAILWAY LINE BEING IN COUNTY OF WARREN, STATE OF NEW JERSEY; (BEING A PORTION OF THE Former Erie Lackawanna Railway Company) main track and identified as Line Code 6192 in the records of the United States Railway Association, situate in the County of Morris and State of New Jersey, BEING KNOWN AS THE ERIE LACKAWANNA WASHINGTON LINE, PHILLIPSBURG BRANCH COMPRISED OF LAND AND RIGHT OF WAY FOR MAIN TRACKS. BRANCH LINES, SIDINGS AND OTHER APPURTENANT RAILROAD FACILITIES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PORTION OF A RAILROAD BEGINNING AT THE COMMON LINE BETWEEN MORRIS COUNTY AND WARREN COUNTY, SAID POINT BEING FURTHER IDENTIFIED AS RAILWAY VALUATION STATION 2862+29.22, MORE OR LESS, AS SHOWN ON RAILWAY VALUATION MAP V-1/60, 6192008, THENCE, CONTINUING WITH SAID RAILWAY ALONG THE RAILWAY CENTERLINE IN A GENERALLY SOUTHWESTERLY DIRECTION WITH A STRIP OF LAND OF VARYING WIDTH ON EACH SIDE OF CENTERLINE OF TRACK A DISTANCE OF 15,990.78 FEET, MORE OR LESS, TO A POINT OF TERMINUS, SAID POINT BEING FURTHER IDENTIFIED AS RAILWAY VALUATION STATION 3022+20 , MORE OR LESS, AS SHOWN ON RAILWAY VALUATION MAP V-1/63, 6192011, BEING THE NORTHERLY RIGHT OF WAY LINE OF 3RD AVENUE, SAID LINE OF RAILROAD BEING SUBSTANTIALLY AS SHOWN ON RAILWAY VALUATION MAPS V-1/60 THROUGH V-1/63, INCLUSIVE, ATTACHED HERETO AND MADE A PART HEREOF.

POINT OF TERMINUS BEING FURTHER IDENTIFIED ON RAILWAY DRAWING RC-2023-3

BEING a portion of the same property conveyed to Pennsylvania Lines LLC, a Delaware limited liability company which merged into PRR Newco, Inc. a Virginia Corporation as the surviving entity, which in turn merged into Grantor herein, as the surviving entity) by Consolidated Rail Corporation by Quitclaim Deed dated June 1, 1999 and recorded in the Warren County Register's Office at Deed Book 1644, Page 085 on August 31, 1999.

Mt. Olive Township, Warren Co., N.J.

No.	Description	Amount	Schedule of Payments		Status	Amount	Remarks
			Date	Due			
1	Payroll - 1930	100.00	May 14, 1930		Paid	100.00	
2	Payroll - 1931	100.00	May 14, 1931		Paid	100.00	
3	Payroll - 1932	100.00	May 14, 1932		Paid	100.00	
4	Payroll - 1933	100.00	May 14, 1933		Paid	100.00	
5	Payroll - 1934	100.00	May 14, 1934		Paid	100.00	
6	Payroll - 1935	100.00	May 14, 1935		Paid	100.00	
7	Payroll - 1936	100.00	May 14, 1936		Paid	100.00	
8	Payroll - 1937	100.00	May 14, 1937		Paid	100.00	
9	Payroll - 1938	100.00	May 14, 1938		Paid	100.00	
10	Payroll - 1939	100.00	May 14, 1939		Paid	100.00	
11	Payroll - 1940	100.00	May 14, 1940		Paid	100.00	

RAILWAY VALUATION
STATION 2862+29.22+/-
COUNTY LINE.

MORRIS COUNTY, NEW JERSEY

WARREN COUNTY, NEW JERSEY

OWNED AND OPERATED BY
Erie-Lackawanna Railroad Company
AS OF OCT. 17, 1930
FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 25, 1925
SUNT-OF-WAY AND TRADE MARK
MORRIS AND ERIE R. R.
SUNT-OF-WAY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
MORRIS AND ERIE DIVISION
TRADE MARK
MORRIS AND ERIE DIVISION
TRADE MARK
MORRIS AND ERIE DIVISION
TRADE MARK

EXA-3

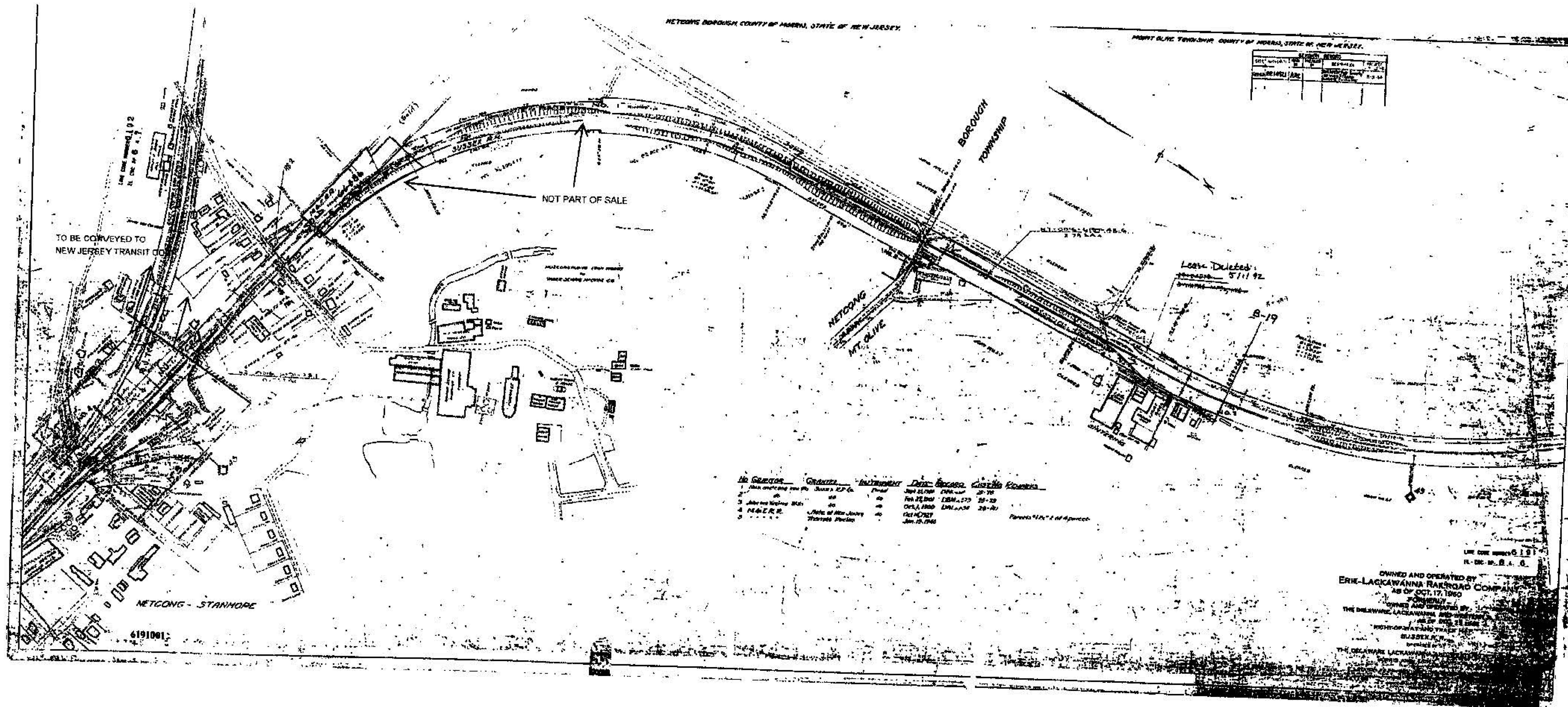
POINT OF TERMINUS, NORTHERLY RIGHT OF WAY OF
PUBLIC ROAD 3RD AVENUE, AT RAILWAY VALUATION
STATION 3022+20.44. ALSO IDENTIFIED ON
RAILWAY DRAWING RC-2073-1

GENERAL OF PROPERTY					
NO.	SECTION	DATE	DATE	DATE	DATE
1	1	1	1	1	1
2	2	2	2	2	2
3	3	3	3	3	3
4	4	4	4	4	4
5	5	5	5	5	5
6	6	6	6	6	6
7	7	7	7	7	7
8	8	8	8	8	8
9	9	9	9	9	9
10	10	10	10	10	10

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1990
FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 26, 1988
RIGHT-OF-WAY AND TRUCK MAP
WORKS AND LEASE R. R.
APPROVED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
LOANS AND TRUCK DIVISION
JULY 14, 1988
SCALE 1" = 100'

VS 84-81 12 6192 MP 57.1 - 57.6

EXA-6



NETCONG - STANHOPE

TO BE CONVEYED TO
NEW JERSEY TRANSIT CORP.

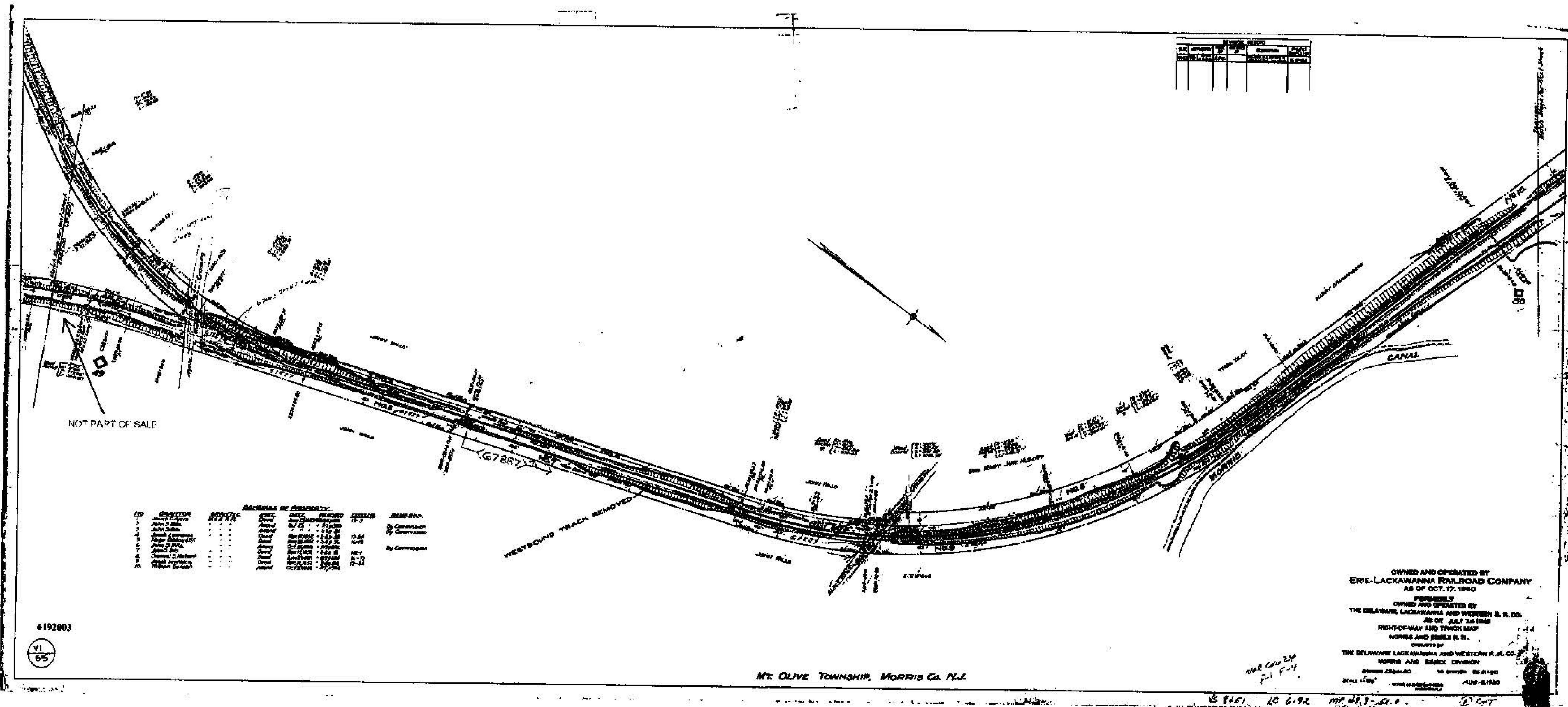
NOT PART OF SALE

Station	Distance from Stanhope	Distance from Netcong	Distance from Mount Olive	Distance from Port Olive	Distance from Port Olive to Stanhope
Stanhope	0.0	1.0	2.0	3.0	4.0
Netcong	1.0	0.0	1.0	2.0	3.0
Mount Olive	2.0	1.0	0.0	1.0	2.0
Port Olive	3.0	2.0	1.0	0.0	1.0
Stanhope	4.0	3.0	2.0	1.0	0.0

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960

FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 1, 1958

RIGHT-OF-WAY AND TRACK MAP
HARRIS AND EMMETT R. R.
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
HARRIS AND EMMETT, ENCLAVE



NO.	SECTION	ACRES	REMARKS
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
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7	...	...	...
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41	...	...	...
42	...	...	...
43	...	...	...
44	...	...	...
45	...	...	...
46	...	...	...
47	...	...	...
48	...	...	...
49	...	...	...
50	...	...	...

No.	STATION	STATION	STATION	DATE	TIME	TIME	REMARKS
1	Newark	Delaware	Delaware	10/1/1900	10:00 AM	10:00 AM	
2	Newark	Delaware	Delaware	10/1/1900	10:00 AM	10:00 AM	
3	Newark	Delaware	Delaware	10/1/1900	10:00 AM	10:00 AM	
4	Newark	Delaware	Delaware	10/1/1900	10:00 AM	10:00 AM	
5	Newark	Delaware	Delaware	10/1/1900	10:00 AM	10:00 AM	
6	Newark	Delaware	Delaware	10/1/1900	10:00 AM	10:00 AM	
7	Newark	Delaware	Delaware	10/1/1900	10:00 AM	10:00 AM	
8	Newark	Delaware	Delaware	10/1/1900	10:00 AM	10:00 AM	
9	Newark	Delaware	Delaware	10/1/1900	10:00 AM	10:00 AM	
10	Newark	Delaware	Delaware	10/1/1900	10:00 AM	10:00 AM	
11	Newark	Delaware	Delaware	10/1/1900	10:00 AM	10:00 AM	
12	Newark	Delaware	Delaware	10/1/1900	10:00 AM	10:00 AM	
13	Newark	Delaware	Delaware	10/1/1900	10:00 AM	10:00 AM	
14	Newark	Delaware	Delaware	10/1/1900	10:00 AM	10:00 AM	

REVISION RECORD	
No.	Description
1	Original
2	Revised
3	Revised
4	Revised
5	Revised
6	Revised
7	Revised
8	Revised
9	Revised
10	Revised
11	Revised
12	Revised
13	Revised
14	Revised
15	Revised
16	Revised
17	Revised
18	Revised
19	Revised
20	Revised

6192004
V-1
56

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT 17, 1900
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 25, 1900
RIGHT-OF-WAY AND TRACK MAP
NORRIS AND TOSSEN R. R.
DRAWN BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.

HENRY OLIVE FORDHAM, NORRIS COUNTY, NEW JERSEY

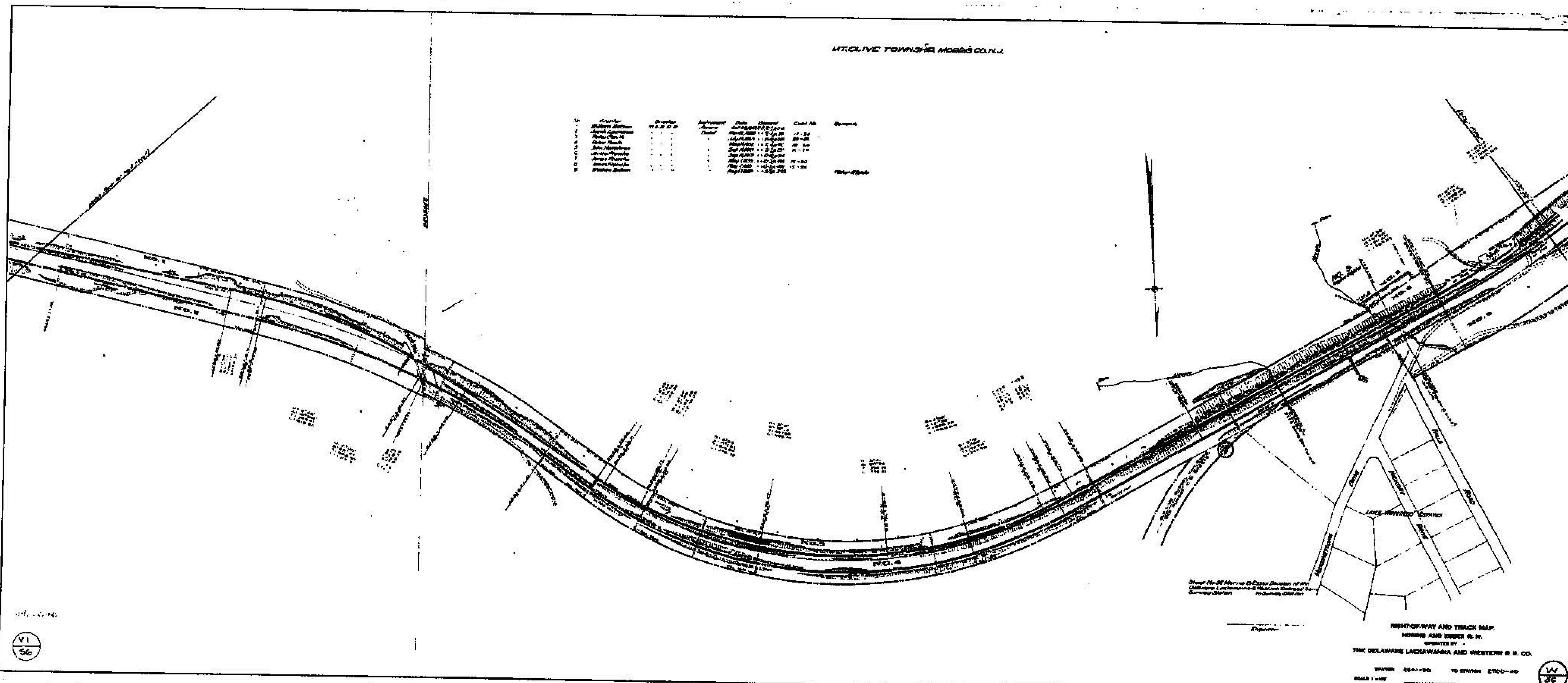
SCALE 1"=100' TO WEST 1700' AS SHOWN

V-1
56

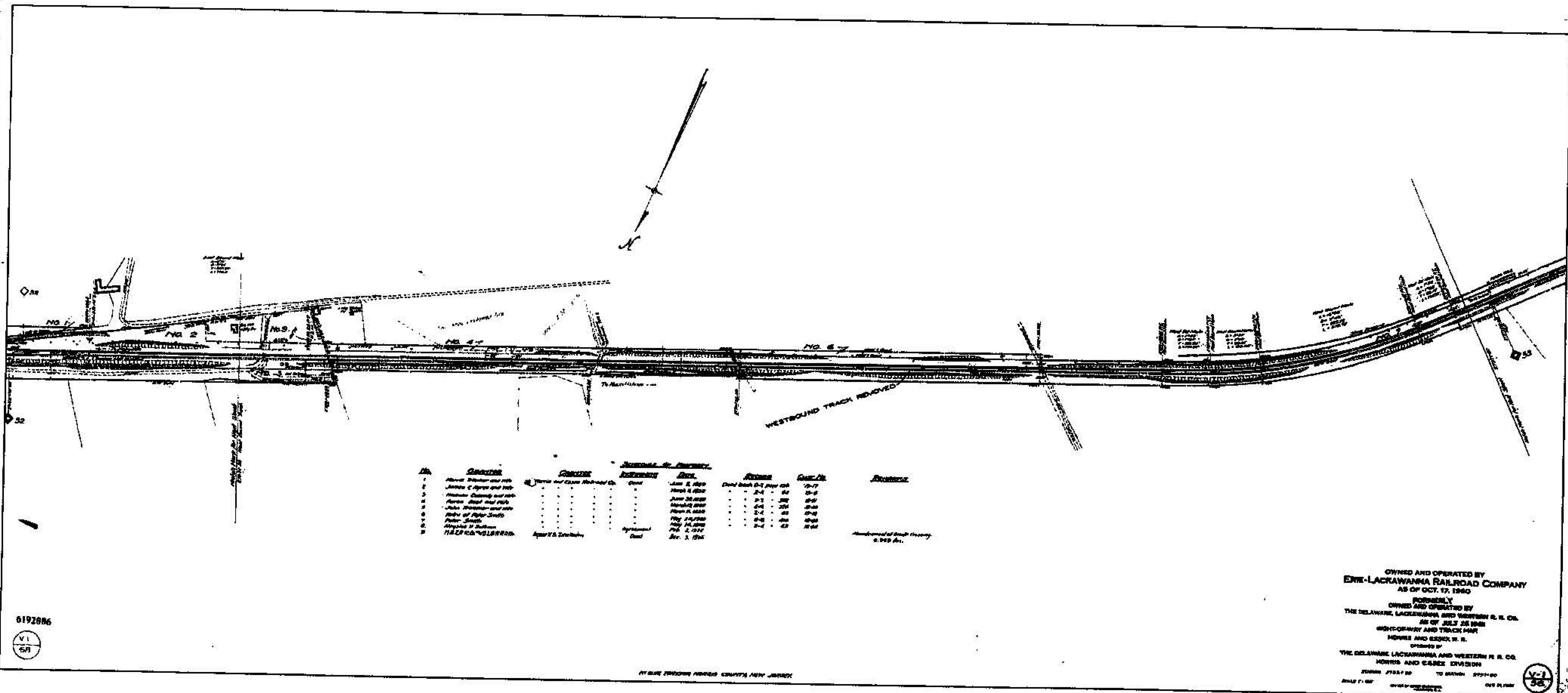
EXA-11

MT OLIVE TOWNSHIP MORRIS CO. N.J.

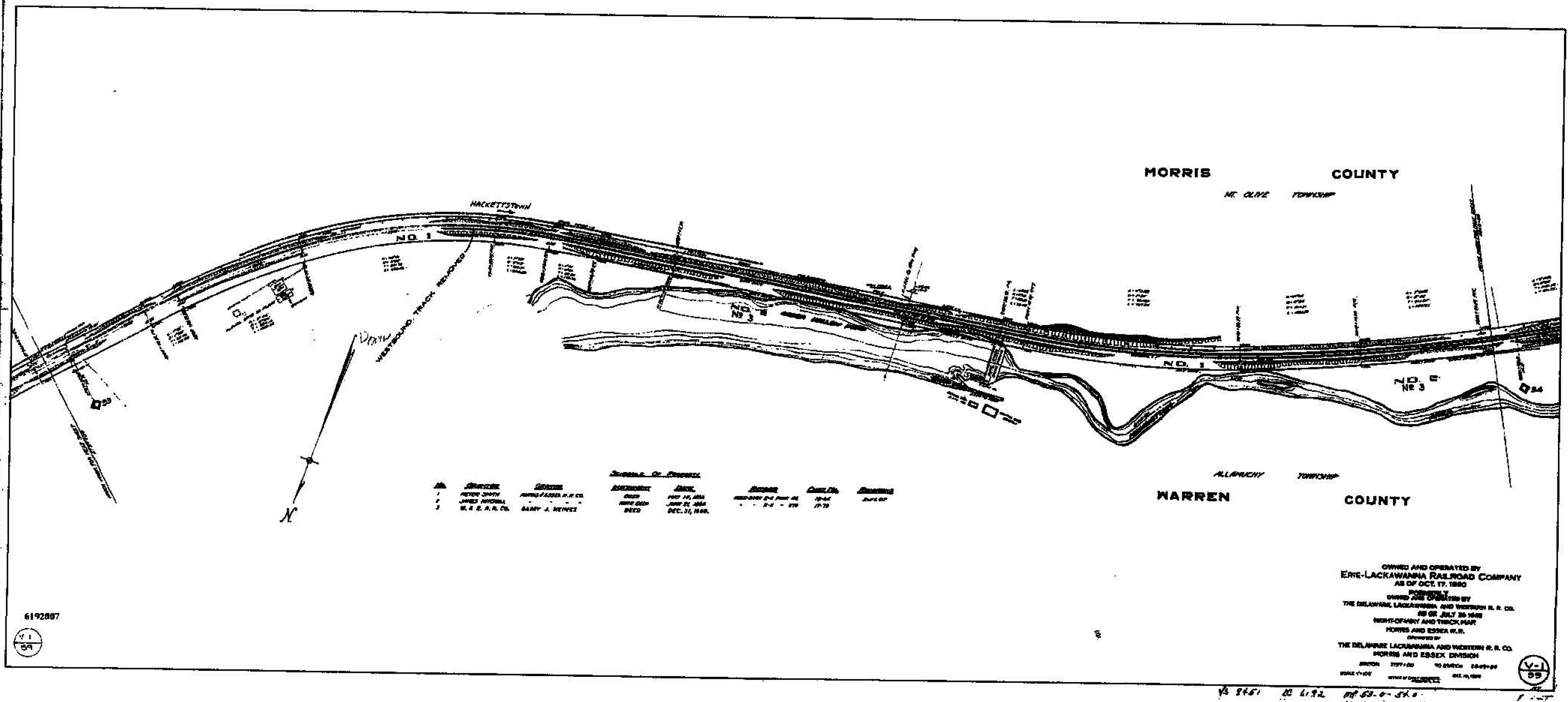
Station	Structure	Height	Clearance	Span	Cost	Remarks
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10+50	Bridge	10.5	10.5	10.5	10.5	
11+00	Bridge	11.0	11.0	11.0	11.0	
11+50	Bridge	11.5	11.5	11.5	11.5	
12+00	Bridge	12.0	12.0	12.0	12.0	
12+50	Bridge	12.5	12.5	12.5	12.5	
13+00	Bridge	13.0	13.0	13.0	13.0	
13+50	Bridge	13.5	13.5	13.5	13.5	
14+00	Bridge	14.0	14.0	14.0	14.0	
14+50	Bridge	14.5	14.5	14.5	14.5	
15+00	Bridge	15.0	15.0	15.0	15.0	
15+50	Bridge	15.5	15.5	15.5	15.5	
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17+50	Bridge	17.5	17.5	17.5	17.5	
18+00	Bridge	18.0	18.0	18.0	18.0	
18+50	Bridge	18.5	18.5	18.5	18.5	
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19+50	Bridge	19.5	19.5	19.5	19.5	
20+00	Bridge	20.0	20.0	20.0	20.0	
20+50	Bridge	20.5	20.5	20.5	20.5	
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21+50	Bridge	21.5	21.5	21.5	21.5	
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22+50	Bridge	22.5	22.5	22.5	22.5	
23+00	Bridge	23.0	23.0	23.0	23.0	
23+50	Bridge	23.5	23.5	23.5	23.5	
24+00	Bridge	24.0	24.0	24.0	24.0	
24+50	Bridge	24.5	24.5	24.5	24.5	
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29+50	Bridge	29.5	29.5	29.5	29.5	
30+00	Bridge	30.0	30.0	30.0	30.0	
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97+50	Bridge	97.5	97.5	97.5	97.5	
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99+50	Bridge	99.5	99.5	99.5	99.5	
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EXA-12



EX A-14



EXA-15

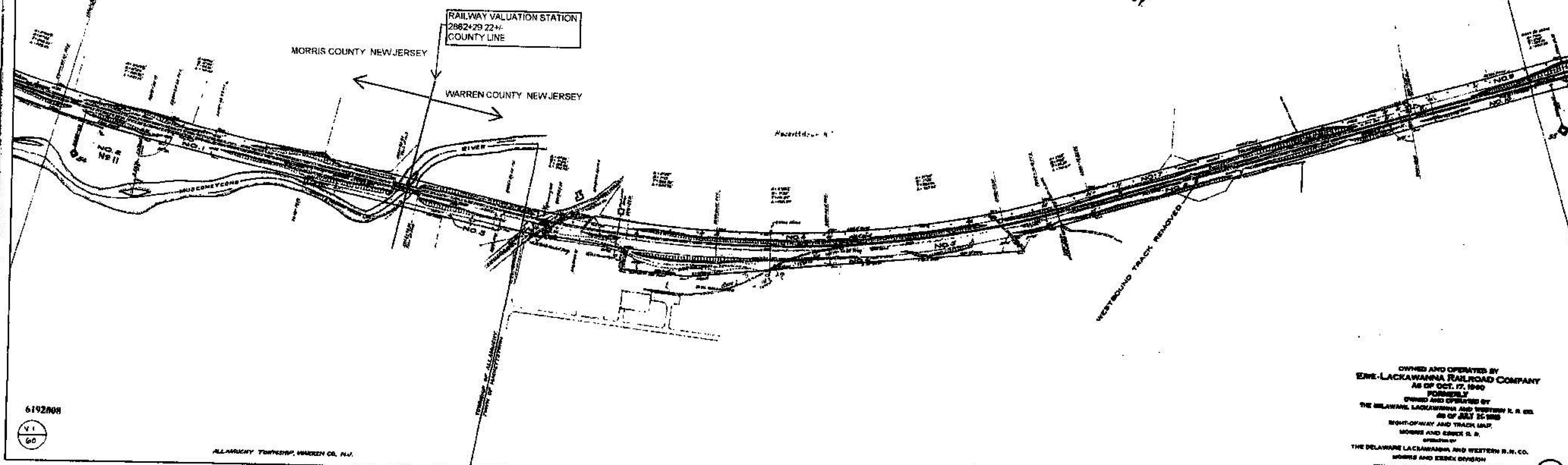
28. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$ (1/4)



A-16-A

MT. OLIVE TOWNSHIP, MAPES CO., N.J.

REMARKS		SCHEDULE OF PROPERTY		STATION		STATION		STATION	
No.	Remarks	Station	Owner	Station	Owner	Station	Owner	Station	Owner
1	John Smith	Station	John Smith	Station	John Smith	Station	John Smith	Station	John Smith
2	John Smith	Station	John Smith	Station	John Smith	Station	John Smith	Station	John Smith
3	John Smith	Station	John Smith	Station	John Smith	Station	John Smith	Station	John Smith
4	John Smith	Station	John Smith	Station	John Smith	Station	John Smith	Station	John Smith
5	John Smith	Station	John Smith	Station	John Smith	Station	John Smith	Station	John Smith
6	John Smith	Station	John Smith	Station	John Smith	Station	John Smith	Station	John Smith
7	John Smith	Station	John Smith	Station	John Smith	Station	John Smith	Station	John Smith
8	John Smith	Station	John Smith	Station	John Smith	Station	John Smith	Station	John Smith
9	John Smith	Station	John Smith	Station	John Smith	Station	John Smith	Station	John Smith
10	John Smith	Station	John Smith	Station	John Smith	Station	John Smith	Station	John Smith
11	John Smith	Station	John Smith	Station	John Smith	Station	John Smith	Station	John Smith
12	John Smith	Station	John Smith	Station	John Smith	Station	John Smith	Station	John Smith



OWNED AND OPERATED BY
 EWE-LACKAWANNA RAILROAD COMPANY
 AS OF OCT. 17, 1900
 FORMERLY
 OWNED AND OPERATED BY
 THE DELAWARE LACKAWANNA AND WESTERN R. R. CO.
 AS OF JULY 15, 1900
 RIGHT-OF-WAY AND TRACK MAP
 MORRIS AND WARREN CO., N.J.
 THE DELAWARE LACKAWANNA AND WESTERN R. R. CO.
 MORRIS AND WARREN DIVISION
 SCALE 1" = 100'

EXA-168

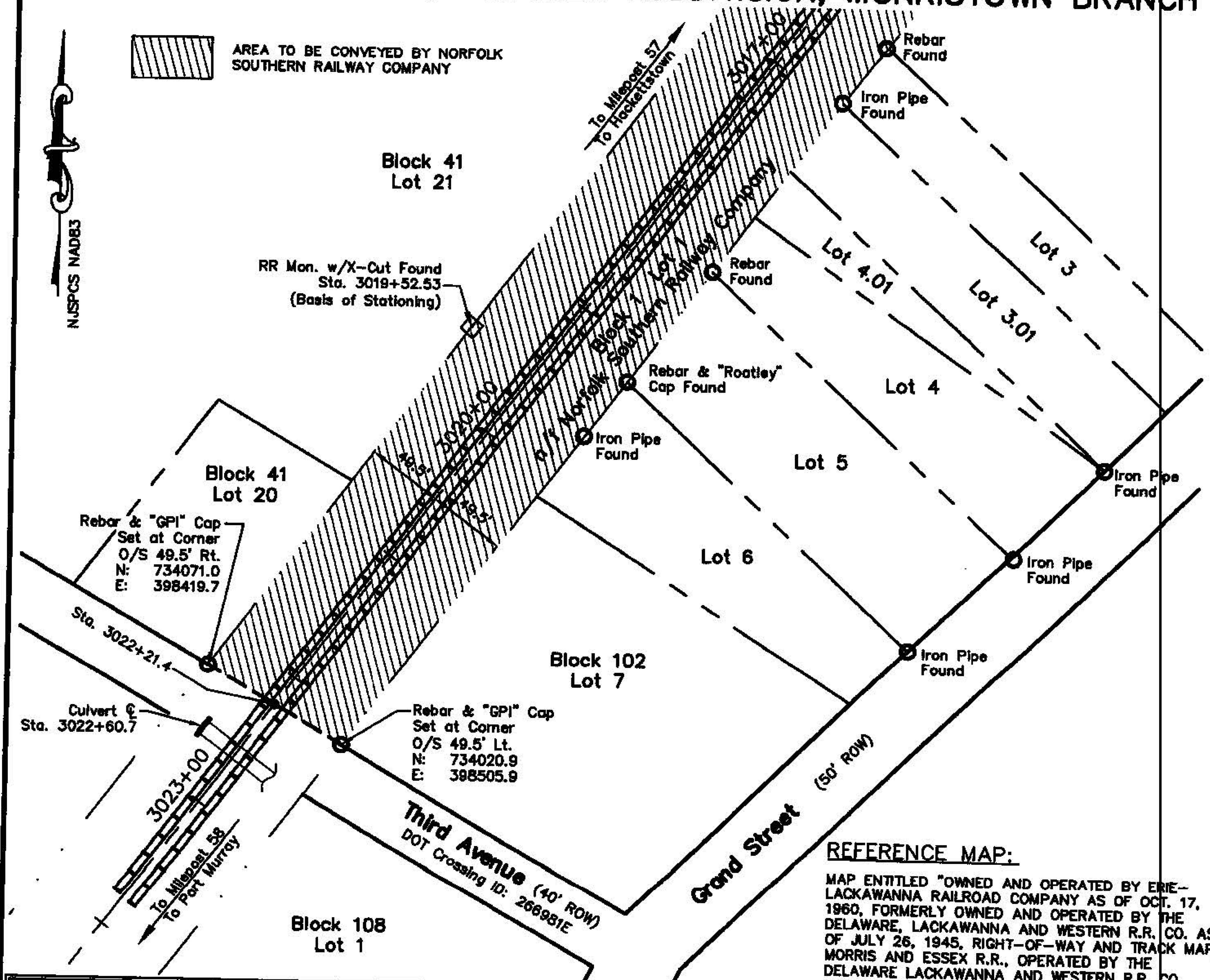
DRAWING RC-2023-3

SURVEY FOR NORFOLK SOUTHERN RAILWAY COMPANY

LOT 1 BLOCK 1

TOWN OF HACKETTSTOWN, WARREN COUNTY, NEW JERSEY

NEAR MILEPOST 57.25, HOBOKEN SUBDIVISION, MORRISTOWN BRANCH



REFERENCE MAP:

MAP ENTITLED "OWNED AND OPERATED BY ERIE-LACKAWANNA RAILROAD COMPANY AS OF OCT. 17, 1960, FORMERLY OWNED AND OPERATED BY THE DELAWARE, LACKAWANNA AND WESTERN R.R. CO. AS OF JULY 26, 1945, RIGHT-OF-WAY AND TRACK MAP, MORRIS AND ESSEX R.R., OPERATED BY THE DELAWARE LACKAWANNA AND WESTERN R.R. CO., MORRIS AND ESSEX DIVISION, STATION 3008+20 TO STATION 3061+00," DATED JULY 14, 1930, AND REVISED THROUGH 3-18-71.

SURVEY NOTES:

IF DIGITAL INFORMATION IS ALSO SUPPLIED, IT IS DONE SO FOR INFORMATIONAL PURPOSES, ONLY. THE ORIGINAL SIGNED AND SEALED DOCUMENT IS THE DOCUMENT OF RECORD.

THIS SURVEY WAS PREPARED IN ACCORDANCE WITH REQUIREMENTS AS OUTLINED IN N.J.A.C. 13:40-5.1(d).

IF THIS SURVEY DOES NOT CONTAIN THE RAISED SEAL OF THE SURVEYOR, IT IS AN UNAUTHORIZED REPRODUCTION OF THE SURVEY.

HORIZONTAL DATUM IS BASED UPON NJSPCS NAD'83 (2011).

DISTANCE MEASUREMENTS ARE EXPRESSED IN U.S. SURVEY FEET.

LOT AND BLOCK NUMBERS SHOWN HEREON ARE BASED UPON THE CURRENT TAX MAPS OF THE TOWN OF HACKETTSTOWN.

THE NEW JERSEY BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS PROHIBITS ENGINEERING OR SURVEYING DOCUMENTS PREPARED BY ONE LICENSEE FROM BEING ALTERED, AMENDED, EXPANDED, FINALIZED OR OTHERWISE ADJUSTED BY ANOTHER LICENSEE WHO WAS NOT IN RESPONSIBLE CHARGE OF THE INITIAL WORK PRODUCT. THE ONLY EXCEPTION TO THE PROHIBITION IS THE USE OF PLANS PREPARED BY OTHERS FOR AS-BUILT PURPOSES WHERE THE NATURE OF THE AS-BUILT ALLOWS THE AS-BUILT DATA TO BE ADDED TO THE PREVIOUSLY PREPARED PLAN WHERE THERE IS, THEREFORE, NO NEED TO ADJUST OR CHANGE THE UNDERLYING DESIGN DOCUMENT.

GPI

Engineering
Design
Planning
Construction Management

973.377.8500

GPINET.COM

Greenman-Pedersen, Inc.

301 Gibraltar Drive, Suite 200

Morris Plains, NJ, 07950

Certificates of Authorization: 24GA27950008, 1MH0001270

KEVIN S. BOGERMAN Professional Land Surveyor, No. 41379

DATE: 4/10/23

PROJ.: 2300021

SCALE: 1"=100'

LAND SURVEY

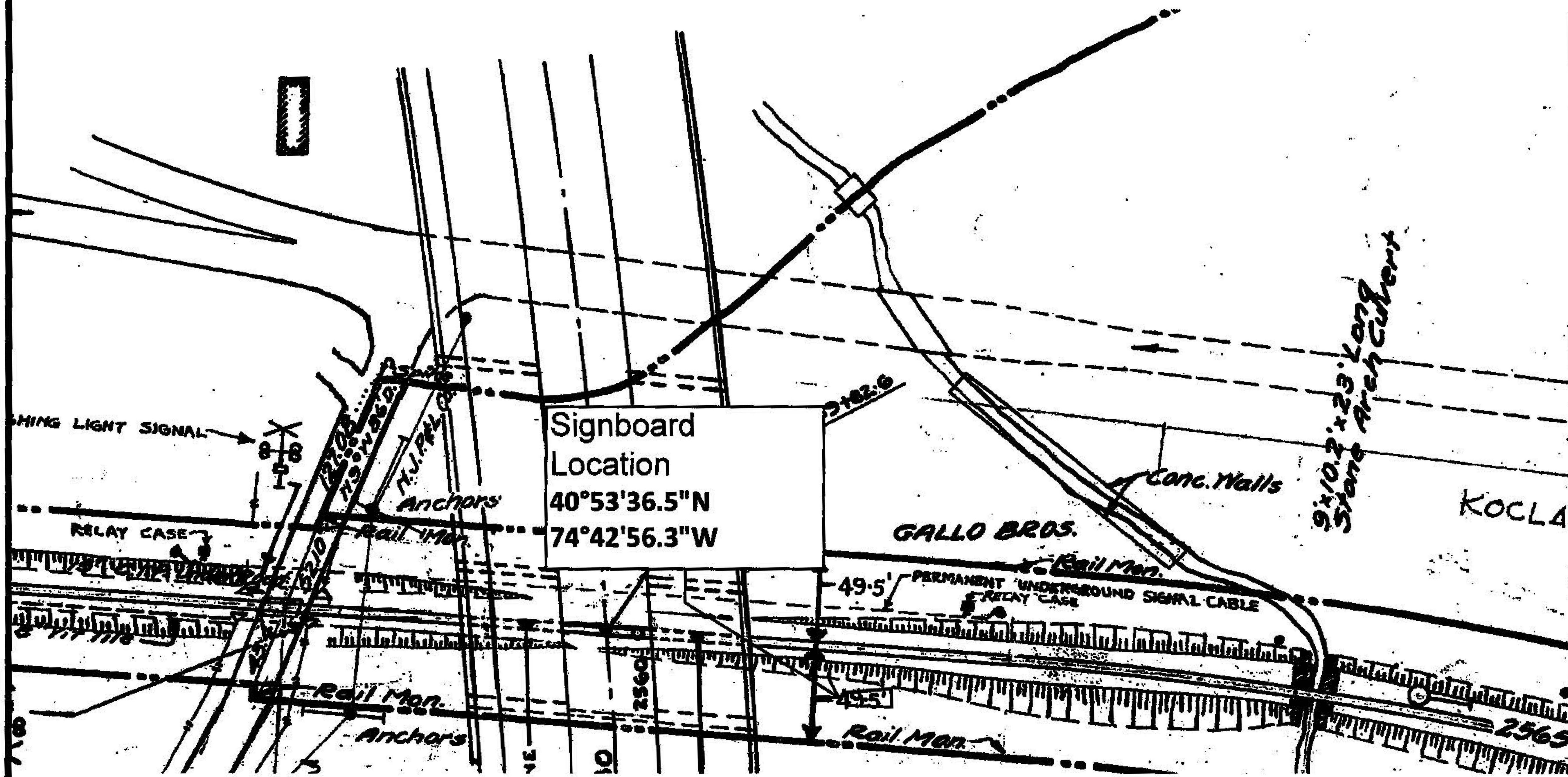
LD. BK.: 54F

PAGE: 69

0 50 100 200 400

FILESITE:ROW0119398; DRAWN BY: BRAD HART; DATE: 2/17/2023;

EXA-17



SIGNBOARD
WASHINGTON SECONDARY
MOUNT OLIVE TOWNSHIP, MORRIS COUNTY
MONOPOLE STATIC SIGNBOARD
2 - (14' X 48') PAGES
EXHIBIT B

EX B

PURCHASE AND SALE AGREEMENT

This Contract of Purchase and Sale (this “**Agreement**”), dated this 26th day of September, 2023 (the “**Effective Date**”), is made by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, hereinafter called “**Seller**”, and **NEW JERSEY TRANSIT CORPORATION**, an instrumentality of the State of New Jersey, hereinafter called “**Purchaser**”. Purchaser and Seller are sometimes referred to herein individually as a “**Party**” and, collectively, as the “**Parties**”.

WITNESSETH:

WHEREAS, Seller (as successor in interest to Consolidated Rail Corporation (“Conrail”)) and Purchaser are parties to that certain Lease Agreement dated April 28, 1994, extended by that certain supplemental agreement dated October 19, 2001, and further extended by amendments dated October 1, 2007 and October 11, 2018 (collectively, the “**Lease**”) governing the lease of the Premises (as defined in the Lease); and

WHEREAS, Purchaser constructed rail infrastructure improvements on the Premises in order to commence commuter rail service on the Premises and to allow continued operation of freight service; and

WHEREAS, Purchaser and Seller have operated rail service on the Premises pursuant to the May 1, 1994 Second Supplemental Agreement to the October 1, 1984 Trackage Rights Agreement, as amended (collectively, the “**TRA**”) by and between the Conrail (the predecessor-in-interest to Seller) and Purchaser; and

WHEREAS, Seller assumed Conrail’s rights and obligations under the TRA following Surface Transportation Board authorization of the sale of Conrail to Seller and CSX Transportation, Inc.; and

WHEREAS, Section 30 of the Lease included an Option to Purchase (as defined in the Lease) with respect to all or a portion of the Premises, to be exercised as prescribed therein; and

WHEREAS, on March 26, 2021, Purchaser exercised the Option to Purchase with respect to the portion of the Premises specific to the rail line known as the Washington Secondary, land and improvements of Seller in Morris and Warren Counties, New Jersey, between Milepost 48.1 and Milepost 57.25 near the northeast side of the private grade crossing near 3rd Avenue in Hackettstown, New Jersey consisting of approximately 9.15 miles of right-of-way, more or less, and 138.8 acres, more or less and as further described herein (the “**Purchased Premises**”); and

WHEREAS, the Amendment to Lease Agreement dated October 11, 2018 included a credit toward the purchase price of the Purchased Premises in the amount of 25% of all rent paid by Lessee pursuant to the Lease from June 1, 2019 through the exercise of the Option to Purchase, which amount is equal to Three Hundred Twenty Six Thousand Nine Hundred Ten Dollars and Ninety-Four Cents (\$326,910.94) (the “**Rent Credit**”);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above shall be incorporated into this Agreement as if fully set forth herein.

2. **Purchased Premises.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, all of Seller's right, title and interest, if any, in the Purchased Premises, together with all servitudes, easements, appurtenances and hereditaments appertaining thereto, and (ii) all tracks, rails, ties, switches, crossings, bridges, tunnels, trestles, culverts, buildings, signals, crossing protection devices, communication lines, poles and auxiliary tracks (to the extent of Seller's ownership interest), improvements, structures, landscaping, appurtenances, and any and all personal property situated thereon being located substantially as shown on the copies of the valuation maps set forth in **Exhibit A** and as described in the legal description set forth in **Exhibit B**, each attached hereto and made a part hereof as if fully set forth herein. For the avoidance of doubt, the Purchased Premises shall not include, and Seller shall reserve, an easement as otherwise specified in this Agreement, for occupation, ingress/egress, and supporting utilities (as applicable), for a signboard that may be located on the Purchased Premises.

3. **Purchase Price.** The purchase price for the Purchased Premises is Ten Million, Five Hundred Forty-Four Thousand Dollars and No Cents (\$10,544,000.00) minus the Rent Credit, or Ten Million Two Hundred Seventeen Thousand Eighty-Nine Dollars and Six Cents (\$10,217,089.06) (the "**Purchase Price**"). For the sake of clarity, the Purchase Price set forth herein shall be in addition to, and not inclusive of, the outstanding amount of Outstanding Rent (as defined in Section 7 of this Agreement) to be paid as part of Closing.

4. **INTENTIONALLY OMITTED**

5. **Type of Conveyance.** At Closing (as defined in Section 7), Seller shall convey the Purchased Premises to Purchaser by bargain and sale deed without covenants, representations, or warranties, which grants, transfers, and quitclaims to Purchaser Seller's interest in the Purchased Premises, subject to the following:

- (a) Applicable zoning laws and regulations; and
- (b) All easements, conditions, reservations, leases, licenses, and restrictions whether or not of record or may be apparent by an inspection of the Purchased Premises.
- (c) That certain Assignment and Assumption Agreement, as defined herein.

The deed for the Purchased Premises shall contain the following reservations and exceptions to title:

- (i) *EXCEPTING AND RESERVING unto Grantor, its successors, and assigns and affiliates, a permanent, perpetual, exclusive, transferable,*

assignable and irrevocable retained freight service easement in the property described on Exhibit A to physically serve, with its own crews and locomotives, or the crews and locomotives of its owners, affiliates, transferees or assigns, present and future rail customers with access to the property described on Exhibit A, provide overhead freight service to other portions of Grantor's rail systems or to the rail systems of connecting freight railroads and temporary detour or emergency overhead rail operations. Grantee acknowledges Grantor's retained rights, and Grantee neither has nor will have any right to serve present and future shippers and will make no attempt to construct additional sidings to serve such shippers for its own account or to circumvent this Deed by other means, directly or indirectly. Grantor's right to operate on the Purchased Premises is subject to the Operating Agreement between Grantor and Grantee for the Washington Secondary Track, dated as of the Closing Date, Grantor's rights hereunder shall terminate upon consummation of any necessary authorization from the Surface Transportation Board or any successor agency to abandon or discontinue such service.

(ii) *"FURTHER EXCEPTING AND RESERVING unto Grantor, its successors, assigns and affiliates, a non-exclusive easement for the maintenance, utilization, repair and replacement (including but not limited to ingress and egress) of one (1) existing signboard for outdoor advertising purposes only located in Mt. Olive Township (Morris County), NJ) and described as follows: two (14x48) Paint Bulletin static sign faces erected on one monopole located on the West Side of I-80, West of Route 46 in the area depicted on **Exhibit C** attached hereto, under a License Agreement between Grantor and Right Angle Media, Inc., 16 Scott Drive, Churchville, PA 18966-1393 ("RAM") and BESKO Media P.O. Box 280, Hamlin, PA 18427, dated April 1, 2016 until expiration or termination of said agreement. Any use and enjoyment of the signboard by Grantor, its successors, assigns and affiliates shall be subject to the provisions of Grantee's Guidelines for Working Within Or In Vicinity of NJ TRANSIT's Right-of-Way which are then in effect. Grantor shall give the Grantee twenty-one (21) days prior written notice before entering upon the Property to exercise the signboard reservation set forth herein. Any Grantor contractor, consultant or other third-party requesting entry in, on or below the area depicted on **Exhibit C** will be required to execute and deliver a then current Grantee Temporary Access Permit ("TAP") to Enter prior to entry on such property.*

Seller represents that to the best of Seller's knowledge there are no rental, licensing agreements, or other occupancy agreements relating to the Purchased Premises to which Seller is a party other than those listed in **Exhibit D** attached hereto and made a part hereof as if fully set forth herein.

6. **Lease Cancellation.** The Parties agree the Lease will terminate on the Closing Date.

7. **Closing.** The closing shall be held at a mutually agreed upon location and time, or by overnight mail, on or after September 26, 2023 ("Closing Date") (the process described herein to occur on the Closing Date being "Closing"). At or before the Closing Date, each Party shall deliver to the other the following:

- (a) Seller shall deliver to Purchaser the duly executed and acknowledged deed substantially in the form set forth in **Exhibit E** attached hereto and made a part hereof conveying the Purchased Premises to Purchaser as provided in **Section 5** hereof. If any mortgage or trust encumbers the Purchased Premises, Seller shall provide a deed or deeds of release to release the lien of any mortgage or trust that may encumber the Purchased Premises. If any judgment liens, other liens for the payment of money (other than mortgages and deeds of trust) or lis pendens encumber the Purchased Premises at Closing, Seller shall, at its option, cause such lien or lis pendens to be released, provide a corporate surety bond with respect to such lien or lis pendens or execute and deliver to Purchaser or its title insurer an indemnity agreement, in form and substances reasonably satisfactory to Purchaser and Seller, with respect to such liens or lis pendens.
- (b) Purchaser shall pay to Seller the Purchase Price by wire transfer. Purchaser shall also pay all outstanding rent in the amount of One Million, Three Hundred Twenty-Three Thousand and Seven Hundred and Eighty-Eight dollars AND No/100 Dollars (\$1,323,788.00) ("**Outstanding Rent**") by wire transfer at Closing. Seller will provide Purchaser with wiring instruction prior to Closing. **The Outstanding Rent will be the total amount due by Purchaser and no further rent payments will be due and owing by Purchaser.**
- (c) General real estate taxes for the then-current year relating to the Purchased Premises, rents, water, sewer, and electric charges, if any, shall be prorated as of the Closing Date and shall be so adjusted at Closing. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuations. All special taxes or assessments accrued subsequent to the Closing Date shall be paid by Purchaser if required by New Jersey law. All general taxes, assessments, and water, sewer, and electric charges in arrears on the Closing Date shall be paid by Seller. Seller has represented that there are no outstanding charges for taxes, water, sewer, and electric charges. However, to the extent that the Purchased Premises contain any property classified as operating property (and therefore, is not locally assessed by the applicable taxing authority of each county or city in which the applicable portion of the Purchased Premises is situated), then Seller shall continue to pay all sums applicable to the portions of the Purchased Premises deemed operating property without pro-ratio or adjustment between the Parties, with Seller making the necessary adjustments to the next franchise tax return filed on

the portion of the Purchased Premises deemed as operating property, and Purchaser paying any taxes, as may be applicable to Purchaser, that may become due and payable on and after the Closing Date after conveyance.

- (d) Seller shall pay for the deed preparation, transfer taxes and Seller's attorney's fees.
- (e) Purchaser shall pay for all other closing costs, taxes, recording and filing fees, and Purchaser's attorney's fees.
- (f) Seller will deliver to Purchaser an Owner's Affidavit substantially in the form set forth in **Exhibit F** attached hereto and made a part hereof (the "**Owner's Affidavit**"), a FIRPTA affidavit, Residency Certificate, Certificate of Incumbency authorizing the sale, an executed counterpart the final settlement statement, and any other documents in mutually agreeable form necessary for recordation and reasonably requested by the title company or Buyer's attorney in their reasonable discretion. Seller will have a continuing obligation to provide any such documents after Closing should additional documentation be required to record any instruments set forth herein.
- (g) Seller and Purchaser shall execute the Assignment and Assumption Agreement substantially in the form set forth in **Exhibit G** attached hereto and made a part hereof to convey a portion of Seller's right, title and interest in certain third-party agreements.
- (h) Purchaser will deliver an executed counterpart of the settlement statement, an Affidavit of Consideration or Exemption for this transaction to be exempt from New Jersey Real Estate Transfer Taxes.
- (i) Proofs of corporate authorization, such as certified Board Resolutions and Incumbency Certificates, as are reasonable and customary in commercial transactions to demonstrate each Party's authorization to execute the constituent documents and to consummate the transactions contemplated by this Agreement.
- (j) An executed counterpart of the Operating Agreement.
- (k) Such other documents as are reasonably required by a title insurance company in order to issue an owner's policy of title insurance.

8. **Real Estate Commissions.** Purchaser and Seller each represents to the other that no real estate commissions are due and owing to any party with respect to the transactions contemplated by this Agreement. Each Party hereby agree to indemnify and save harmless the other Party from and against any and all claims or liability for real estate commissions arising out of the transactions contemplated by this Agreement attributable to the indemnifying Party.

9. **Assignment.** This Agreement may not be assigned by Purchaser to any other party without the written consent of Seller, which consent may be withheld for any reason, except in the case of an assignment to an entity of which Purchaser has a controlling interest or is the general partner, such consent shall not be unreasonably withheld. Seller expressly reserves the right to assign or delegate all or any part of Seller's rights and duties hereunder with respect to all or any

portion of the Purchased Premises to one or more third parties, including a qualified intermediary as defined by Treasury Regulation Section 1.1031 (K)-1(g)(4).

10. **Disclaimers.**

- (a) Purchaser agrees to purchase the Purchased Premises “as is, where is” and acknowledges that Seller has not made any express or implied representation or warranty with respect to the condition or suitability of the Purchased Premises, including, but not limited to, title, the condition of the soil, the presence of hazardous materials, substances, wastes or other environmentally regulated substances, or other contaminants in the soil or improvements – whether known or unknown (referred to herein as “contamination of the Purchased Premises”) – and other physical characteristics. Purchaser shall perform at its own expense and rely solely upon its own independent investigation concerning the physical condition of the Purchased Premises (including, but not limited to, an environmental assessment) and compliance of the Purchased Premises with any applicable law and regulations, provided that nothing in this subsection (a) constitutes a condition precedent to closing.
- (b) Seller has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to Purchaser concerning the Purchased Premises except as provided in the Owner’s Affidavit, its condition or suitability or its compliance with any statute, ordinance or regulation, including, but not limited to, those relating to the environment. Purchaser acknowledges that neither Seller nor any of its agents or representatives have made, and Seller is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Purchased Premises or any part thereof, the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof, including, without limitation, any existing or prospective leasing or occupancy of all or any part thereof.
- (c) Purchaser hereby agrees that, following its purchase of the Purchased Premises, Purchaser will protect, indemnify and hold harmless Seller from and against any and all damages, penalties, fines, claims, demands, causes of action, liens, suits, liabilities, costs (including, without limitation, cleanup and remedial action costs), judgments, and expenses (including, without limitation, attorney’s and experts’ fees and expenses) of every kind and nature suffered by, incurred by (whether voluntarily or by court or administrative order or direction) or asserted against Seller or Purchaser as a direct or indirect result of any hazardous materials, substances, wastes or other environmentally regulated substances located on, in or under the Purchased Premises that were caused or created by Purchaser, whether before or after Closing. Purchaser will not be responsible for any hazardous materials, substances, wastes or other environmentally regulated substances

located on, in or under the Purchased Premises that were caused or created by Seller (or Conrail) or existing prior to the commencement of the Lease. This provision shall survive the Closing.

- (d) Nothing in this Section 10 shall abrogate or supersede any allocations of liability between Purchaser and Seller as set forth in the TRA or each of the Agreements listed in Exhibit G. The provisions of Section 10 shall survive Closing of title.

11. **Eminent Domain.** If, at any time prior to the Closing hereunder, any action or proceeding is filed under which the Purchased Premises, or a substantial portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, then, at the option of either Seller or Purchaser, (a) this Agreement shall be terminated or (b) this Agreement shall remain in full force and effect and Seller, at the time of Closing hereunder, shall transfer and assign to Purchaser all of Seller's right, title and interest in any proceeds received or which may be received by the taking, or a sale in lieu thereof, said option to be exercisable by either Party by delivering to the other Party written notice of such exercise on or before the thirtieth (30th) day following the day on which the respective Party receives notice that such suit has been filed.

12. **Rail Operating Agreement; Regulatory Approval.**

- (a) The Parties shall enter into an Operating Agreement to reflect the change in ownership of the Purchased Premises and amend a corresponding March 1, 2019 Trackage Rights Agreement as between Seller, Purchaser, and Seller's local short line operator (collectively, the "**TRA Amendment**").
- (b) The parties acknowledge that (i) on or about May 30, 2023, Purchaser filed a notice of exemption and motion to dismiss the notice in order to secure an Surface Transportation Board ("STB") decision that the transactions contemplated in this Agreement are not subject to the regulatory approval of the STB (the "**Decision**"), and (ii) on or about May 30, 2023, the STB issued the Decision.
- (c) **Responsibility for Labor Protection.** The parties acknowledge that the STB did not impose any employee protective conditions in the Decision. It is the intention of the Parties that each Party shall bear the full cost of protection of its own employees under employee protective conditions which apply under any agreements made by either Party with its respective employees, and of grievances filed by its own employees under its collective bargaining agreements with its employees. The Party held responsible for protection or grievances by this Section 12(c) shall and hereby does release, indemnify, protect, defend and hold harmless the other Party (and its officers, directors, agents and employees) from and against such responsibility.
 - i. .

13. **New and Undisclosed Agreements.** Neither Party shall enter into a new agreement pertaining to the Purchased Premises between the Effective Date and either the Closing Date or the termination date of this Agreement without the written consent of the other Party.

14. **Notices.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered, or certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below.

Seller:

Solomon Jackson
Director - Real Estate
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308

Purchaser:

Chief of Real Estate
New Jersey Transit Corporation
One Penn Plaza East,
Newark, NJ 07105

With copies to:

Howard D. McFadden
Senior General Attorney - Real Estate
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, GA 30308

General Counsel
New Jersey Transit Corporation
One Penn Plaza East, 9th Floor
Newark, NJ 07105

15. **Miscellaneous Provisions.**

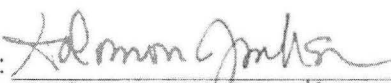
- (a) This Agreement embodies the entire agreement between the Parties and cannot be varied except by the written agreement of the Parties. No representation, promise, or inducement not included in this Agreement shall be binding upon the Parties hereto.
- (b) All the terms and conditions of this Agreement are hereby made binding on the successors and permitted assigns of both Parties hereto.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- (d) This Agreement shall not be effective or binding until fully executed by the Parties hereto.
- (e) Any provision of this Agreement that imposes an obligation after termination or expiration of the Agreement, including without limitation all indemnifications and releases, will survive closing.
- (f) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

- (g) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- (h) The Parties agree that this Agreement may be transmitted between them by facsimile machine or electronic mail. The Parties intend that faxed or scanned signatures shall constitute original signatures and that a faxed or electronically mailed agreement containing the signatures (faxed or scanned) of all the Parties is binding on the Parties.
- (i) This Agreement may be signed in one or more counterparts, each of which will constitute an original and all of which shall comprise one and the same Agreement.
- (j) All potential liability of NJ TRANSIT hereunder will be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. No covenant, representation or obligation of NJ TRANSIT will be deemed or construed to create or constitute a debt, liability, loan or pledge to the credit of the State of New Jersey.
- (k) Sections 5, 6, 7, 10, 12(c), and 15 of this Agreement shall survive Closing of title.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED in duplicate, each part being an original, as of the day and year set forth above.

NORFOLK SOUTHERN RAILWAY COMPANY

By: 
Name: Solomon Jackson
Title: Real Estate Manager

NEW JERSEY TRANSIT CORPORATION

By: 

Acting Senior Vice President, Chief Financial Officer, and
Treasurer

This Agreement has been approved as to
Form only for NJ TRANSIT Corp.

KAPLAN KIRSCH & ROCKWELL, LLP

By: 
Suzanne Silverman, Partner

Washington Secondary Purchase and Sale Agreement
Exhibit A -Valuation Maps

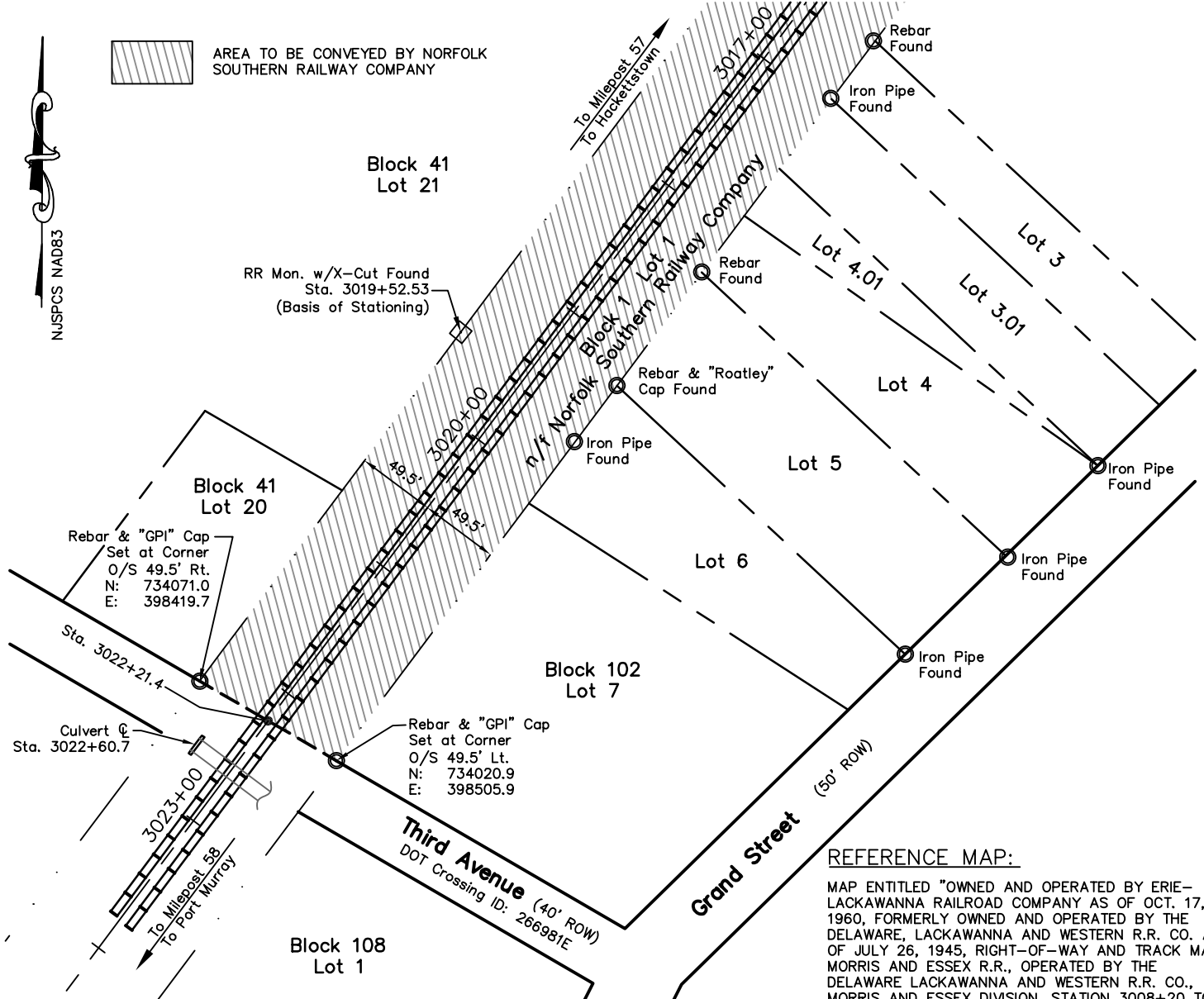
DRAWING RC-2023-3

SURVEY FOR NORFOLK SOUTHERN RAILWAY COMPANY

LOT 1 BLOCK 1

TOWN OF HACKETTSTOWN, WARREN COUNTY, NEW JERSEY

NEAR MILEPOST 57.25, HOBOKEN SUBDIVISION, MORRISTOWN BRANCH



REFERENCE MAP:

MAP ENTITLED "OWNED AND OPERATED BY ERIE-LACKAWANNA RAILROAD COMPANY AS OF OCT. 17, 1960, FORMERLY OWNED AND OPERATED BY THE DELAWARE, LACKAWANNA AND WESTERN R.R. CO. AS OF JULY 26, 1945, RIGHT-OF-WAY AND TRACK MAP, MORRIS AND ESSEX R.R., OPERATED BY THE DELAWARE LACKAWANNA AND WESTERN R.R. CO., MORRIS AND ESSEX DIVISION, STATION 3008+20 TO STATION 3061+00," DATED JULY 14, 1930, AND REVISED THROUGH 3-18-71.

SURVEY NOTES:

IF DIGITAL INFORMATION IS ALSO SUPPLIED, IT IS DONE SO FOR INFORMATIONAL PURPOSES, ONLY. THE ORIGINAL SIGNED AND SEALED DOCUMENT IS THE DOCUMENT OF RECORD.

THIS SURVEY WAS PREPARED IN ACCORDANCE WITH REQUIREMENTS AS OUTLINED IN N.J.A.C. 13:40-5.1(d).

IF THIS SURVEY DOES NOT CONTAIN THE RAISED SEAL OF THE SURVEYOR, IT IS AN UNAUTHORIZED REPRODUCTION OF THE SURVEY.

HORIZONTAL DATUM IS BASED UPON NJSPCS NAD'83 (2011).

DISTANCE MEASUREMENTS ARE EXPRESSED IN U.S. SURVEY FEET.

LOT AND BLOCK NUMBERS SHOWN HEREON ARE BASED UPON THE CURRENT TAX MAPS OF THE TOWN OF HACKETTSTOWN.

THE NEW JERSEY BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS PROHIBITS ENGINEERING OR SURVEYING DOCUMENTS PREPARED BY ONE LICENSEE FROM BEING ALTERED, AMENDED, EXPANDED, FINALIZED OR OTHERWISE ADJUSTED BY ANOTHER LICENSEE WHO WAS NOT IN RESPONSIBLE CHARGE OF THE INITIAL WORK PRODUCT. THE ONLY EXCEPTION TO THE PROHIBITION IS THE USE OF PLANS PREPARED BY OTHERS FOR AS-BUILT PURPOSES WHERE THE NATURE OF THE AS-BUILT ALLOWS THE AS-BUILT DATA TO BE ADDED TO THE PREVIOUSLY PREPARED PLAN WHERE THERE IS, THEREFORE, NO NEED TO ADJUST OR CHANGE THE UNDERLYING DESIGN DOCUMENT.

GPI

Engineering
 Design
 Planning
 Construction Management

973.377.8500

GPINET.COM

Greenman-Pedersen, Inc.
 301 Gibraltar Drive, Suite A
 Morris Plains, NJ 07950
 Certificates of Authorization: 24GA27065003, 1MH0001270

DATE: 4/10/23
 PROJ.: 2300021

SCALE: 1"=100'
 CH:

LD. BK.: 54F
 PAGE: 69

MT. OLIVE TOWNSHIP, MORRIS CO, N.J.

GRANTOR		GRANTEE		SCHEDULE OF PROPERTY		RECEIVED		GROSS		REMARKS	
No.	GRANTOR	GRANTEE	DATE	AMT.	DATE	AMT.	DATE	AMT.	DATE	AMT.	DATE
1.	Peter Smith	Morris & Essex R.R. Co.	May 14, 1855	1000	May 14, 1855	1000	May 14, 1855	1000	May 14, 1855	1000	May 14, 1855
2.	James Mitchell	"	June 11, 1859	1000	June 11, 1859	1000	June 11, 1859	1000	June 11, 1859	1000	June 11, 1859
3.	Sam. Whitcomb & Wm.	"	June 13, 1860	1000	June 13, 1860	1000	June 13, 1860	1000	June 13, 1860	1000	June 13, 1860
4.	M.R. Overmiller & Wm.	"	Sept. 10, 1870	1000	Sept. 10, 1870	1000	Sept. 10, 1870	1000	Sept. 10, 1870	1000	Sept. 10, 1870
5.	John Smith and Wm.	"	March 10, 1878	1000	March 10, 1878	1000	March 10, 1878	1000	March 10, 1878	1000	March 10, 1878
6.	Capen James	"	Sept. 8, 1888	1000	Sept. 8, 1888	1000	Sept. 8, 1888	1000	Sept. 8, 1888	1000	Sept. 8, 1888
7.	Peter Macklow & Wm.	"	June 16, 1871	1000	June 16, 1871	1000	June 16, 1871	1000	June 16, 1871	1000	June 16, 1871
8.	Peter Macklow & Wm.	"	March 10, 1880	1000	March 10, 1880	1000	March 10, 1880	1000	March 10, 1880	1000	March 10, 1880
9.	George S. Smith	"	August 11, 1881	1000	August 11, 1881	1000	August 11, 1881	1000	August 11, 1881	1000	August 11, 1881
10.	George S. Smith	"	March 11, 1881	1000	March 11, 1881	1000	March 11, 1881	1000	March 11, 1881	1000	March 11, 1881
11.	W. A. E. R. R. CO.	GARY J. HEINES	DEC. 31, 1940	1000	DEC. 31, 1940	1000	DEC. 31, 1940	1000	DEC. 31, 1940	1000	DEC. 31, 1940

MORRIS COUNTY, NEW JERSEY

RAILWAY VALUATION
STATION 2862+29.22+/-
COUNTY LINE.

WARREN COUNTY, NEW JERSEY

Hackettstown, N.J.

WESTBOUND TRACK REMOVED

6192008



ALLAMUCHY TOWNSHIP, WARREN CO, N.J.

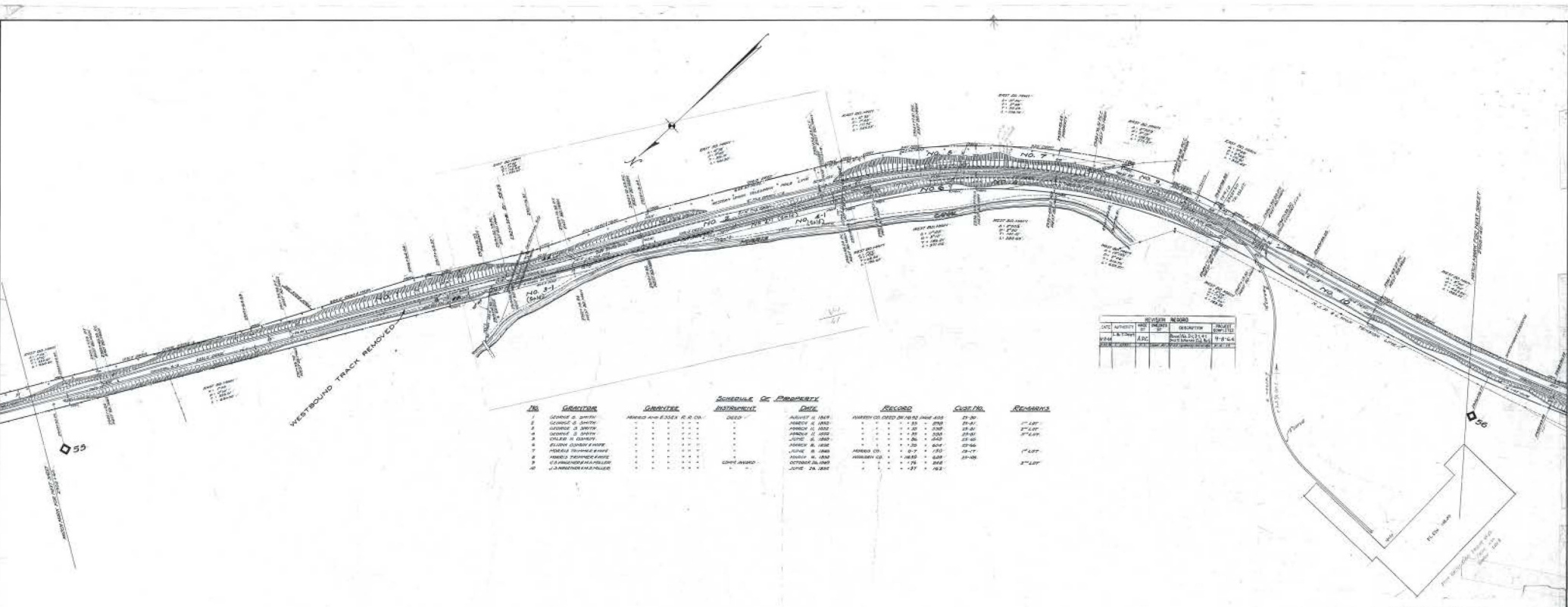
TOWN OF HACKETTSTOWN, WARREN CO, N.J.

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960
FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 25, 1960
RIGHT-OF-WAY AND TRACK MAP
MORRIS AND ESSEX R. R.
OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
MORRIS AND ESSEX DIVISION

STATION 2862+29.22+/-
SCALE 1"=100' OFFICE OF CHIEF ENGINEER
OCT. 3, 1960



16 8451 10 6192 MP 54.0 - 55.0



WESTBOUND TRACK REMOVED

SCHEDULE OF PROPERTY		RECORD		REMARKS	
NO.	SECTION	DATE	DATE	DATE	DATE
1	GEORGE D. SMITH	MORRIS AND ESSEX R. R. CO.	ADJUSTED BY	MORRIS CO. DEED BY 1875	1875
2	GEORGE D. SMITH	"	ADJUSTED BY	"	"
3	GEORGE D. SMITH	"	ADJUSTED BY	"	"
4	GEORGE D. SMITH	"	ADJUSTED BY	"	"
5	GEORGE D. SMITH	"	ADJUSTED BY	"	"
6	GEORGE D. SMITH	"	ADJUSTED BY	"	"
7	GEORGE D. SMITH	"	ADJUSTED BY	"	"
8	GEORGE D. SMITH	"	ADJUSTED BY	"	"
9	GEORGE D. SMITH	"	ADJUSTED BY	"	"
10	GEORGE D. SMITH	"	ADJUSTED BY	"	"

STATION RECORD			
STATION	DATE	REMARKS	DATE
1	1875	ADJUSTED BY	1875
2	1875	ADJUSTED BY	1875
3	1875	ADJUSTED BY	1875
4	1875	ADJUSTED BY	1875
5	1875	ADJUSTED BY	1875
6	1875	ADJUSTED BY	1875
7	1875	ADJUSTED BY	1875
8	1875	ADJUSTED BY	1875
9	1875	ADJUSTED BY	1875
10	1875	ADJUSTED BY	1875

6192009

V-1
G-1

TOWN OF HIGHTSTOWN, HARTLEY COUNTY, NEW JERSEY

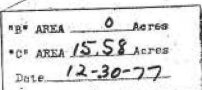
OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
 AS OF OCT. 17, 1860
 FORMERLY
 THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 AS OF JULY 26, 1848

RIGHT OF WAY AND TRACK MAP
 MORRIS AND ESSEX R. R.
 OPERATED BY
 THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 MORRIS AND ESSEX DIVISION

STATION 2502+40 TO STATION 2503+40
 SCALE 1"=100'
 OCT. 4, 1930

V-1
G-1

46 8451 10 6192 MP 554-56-0

[illegible]

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960

FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 20, 1948

RIGHT OF WAY AND TRACK, MAP
NORRIS AND ESSEX R. R.,
OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
NORRIS AND ESSEX DIVISION

STATUS 2953 + 40 In Service 2025 + 20

FILE 2953 - 100 2953 - 200 2953 - 300

TOWN OF HACKETTSTOWN, WARREN CO. N.J.

(8451 56.0 to 57.0)

POINT OF TERMINUS, NORTHERLY RIGHT OF WAY OF
PUBLIC ROAD 3RD AVENUE. AT RAILWAY VALUATION
STATION 3022+20+/-; ALSO IDENTIFIED ON
RAILWAY DRAWING RC-2023-3

SCHEDULE OF PROPERTY						
NO.	GRANTOR	GRANTEE	INST.	DATE	RECORD	REMARKS
1	COND. RENTAL CO.	Atlantic and Essex R.R. Co.	Deed	Jan 23, 1902	23-16-15-100	
2	COND. RENTAL CO.	Atlantic and Essex R.R. Co.	Deed	Jan 23, 1902	23-16-15-100	
3	COND. RENTAL CO.	Atlantic and Essex R.R. Co.	Deed	Jan 23, 1902	23-16-15-100	

REVISION RECORD			
Date	Authority	By	Remarks
1-1-1902	C. 20002	U.S.	REVISION RECORD

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960
FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 26, 1948
RIGHT-OF-WAY AND TRACK MAP
MORRIS AND ESSEX R. R.
SHOWING
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
MORRIS AND ESSEX DIVISION
STATION 3006+50 TO STATION 304+00
SCALE 1"=100' OFFICE OF THE ENGINEER JULY 14, 1930

VS 8451 LB 6.92 MP 57.0 - 58.0

NETCONG - STANHOPE

TO BE CONVEYED TO
NEW JERSEY TRANSIT CORP.

NOT PART OF SALE

SCHEDULE OF PROPERTY					RECORDS
NO.	GRANTEE	GRANTOR	INSTRUMENT DATE	RECORD	
1	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
2	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
3	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
4	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
5	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
6	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
7	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
8	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
9	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
10	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
11	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
12	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
13	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
14	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
15	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
16	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
17	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
18	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
19	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54
20	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15,240	18-54

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960

FORMERLY
THE DELAWARE, LACKAWANNA AND WESTERN R.R. CO.
AS OF JULY 2, 1960

OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R.R. CO.
AS OF JULY 2, 1960

SCALE 1"=100'

DATE OF SURVEY

DATE OF SALE

DATE OF SALE

DATE OF SALE

DATE OF SALE

DATE OF SALE

DATE OF SALE

DATE OF SALE

DATE OF SALE

DATE OF SALE

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DATE OF SALE

DATE OF SALE

DATE OF SALE

DATE OF SALE

DATE OF SALE

MT. OLIVE TOWNSHIP, MORRIS COUNTY, N.J.

REVISION RECORD			
DATE	AUTHORITY	REVISION	DESCRIPTION
10-15-88	APC	1	REVISION

NOT PART OF SALE

NOT PART OF SALE

TO BE CONVEYED TO NEW JERSEY TRANSIT CORP

NO.	GRANTOR	GRANTEE	INSTRUMENT	DATE	RECORD	CUST. NO.	REMARKS
1	Massachusetts Iron Works	M. & E. R. Co.	Deed	July 25, 1888	25-118-1	18-74	
2	Massachusetts Iron Works	M. & E. R. Co.	Deed	July 25, 1888	25-118-2	18-75	
3	John and Virginia Mills	"	"	"	"	"	
4	John and Virginia Mills	"	"	"	"	"	
5	John and Virginia Mills	"	"	"	"	"	
6	John and Virginia Mills	"	"	"	"	"	
7	John and Virginia Mills	"	"	"	"	"	

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960
FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 20, 1848
RIGHT-OF-WAY AND TRACK MAP
MORRIS AND ESSEX R.R.
OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
STATION 2550410 TO STATION 2554440
SCALE 1"=100' OFFICE OF THE ENGINEER, MORRIS COUNTY, N.J.

6192002

V-1
54A

V-1
54A

8451 10 612 MP 48.6-48.9

REVISION RECORD			
DATE	BY	REVISION	PROJECT
NOV 10 1935	W.C.	NO. 1	6-17-35

NOT PART OF SALE

SCHEDULE OF PROPERTY			
NO.	GRANTOR	DATE	RECORD
1.	James C. Ayers	Deed	Jan 23 1902 97-100
2.	John C. Ellis	Deed	Oct 25 " 97-100
3.	"	Deed	Oct 25 " 97-100
4.	John C. Ellis	Deed	Mar 12 1912 97-100
5.	Joseph Lawrence	Deed	Oct 12 1908 97-100
6.	John C. Ellis	Deed	Mar 12 1912 97-100
7.	"	Deed	Mar 12 1912 97-100
8.	Samuel D. Hubert	Deed	Jan 23 1902 97-100
9.	Joseph Lawrence	Deed	Mar 12 1912 97-100
10.	William S. Smith	Deed	Oct 25 1908 97-100

REMARKS
By Commission
By Commission

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960
FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 26, 1948
RIGHT-OF-WAY AND TRACK MAP
MORRIS AND ESSEX R. R.
OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
MORRIS AND ESSEX DIVISION
STATION 2584+00 TO STATION 2641+00
SCALE 1"=100' OFFICE OF CHIEF ENGINEER
HARRIS, PA.
AUG. 5, 1950

MT. OLIVE TOWNSHIP, MORRIS CO. N.J.

VS 8457 LC 6192 MP 48.9-50.0 D 107

NO.	GRANTOR	GRANTEE	INSTRUMENT	DATE	RECORD	CUSTODY	REMARKS
1	William Jackson	N.E.R.R.	Amended	Oct 25, 1860	108-17-38		
2	Jacob Lawrence	"	Deed	Mar 12, 1862	2-4-38	17-34	
3	Peffer Smith	"	"	July 12, 1862	5-10-34	39-42	
4	Peffer Smith	"	"	May 15, 1862	2-4-12	18-64	
5	John Hargrave	"	"	Sept 18, 1862	5-1-29	18-79	
6	James Frenche	"	"	Sept 18, 1862	5-10-34		
7	James Frenche	"	"	May 1, 1865	5-8-40	15-30	
8	James Frenche	"	"	May 1, 1865	5-8-40	18-30	
9	Stephen Barton	"	"	Aug 1, 1865	5-1-29		Water Rights
10	The D.L. & W. R.R. Co.	NORTH & ESSEX LAND CO.	"	May 1, 1914			
4-1	The D.L. & W. R.R. Co.	State of New Jersey	Deed	May 13, 1914		18-64-1	

REVISION RECORD			
Date	Authority	Description	By
10/11/1914	E.F.F.	REVISION OF TRACK MAP	E.F.F.
10/11/1914	E.F.F.	REVISION OF TRACK MAP	E.F.F.

6192004

V-1
56

MOUNT OLIVE TOWNSHIP, MORRIS COUNTY, NEW JERSEY

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960
FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 26, 1860
RIGHT-OF-WAY AND TRACK MAP
MORRIS AND ESSEX R. R.
OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.

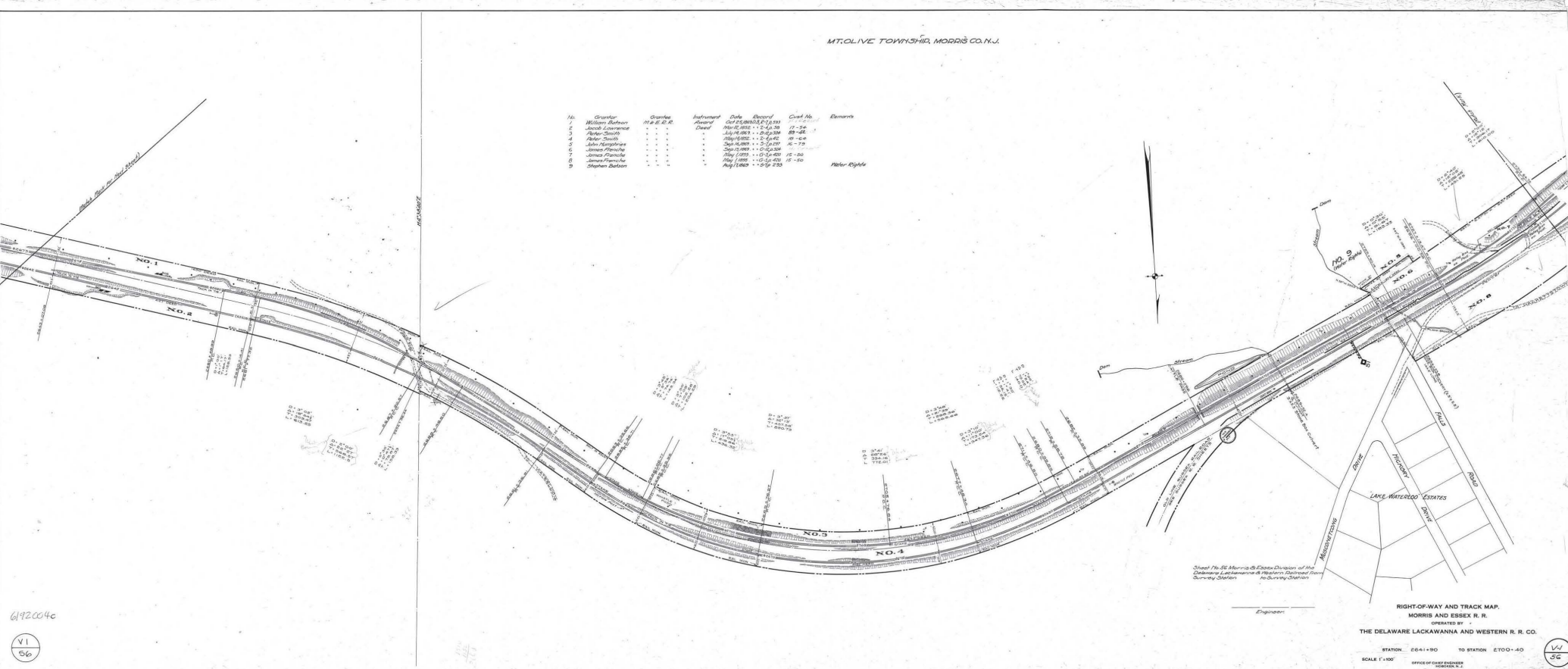
STATION: 8241+90 TO STATION: 8700+00
SCALE: 1"=100' OFFICE OF SURVEY ENGINEER
JUNE 3, 1951

V-1
56

V-1 84.51 LC 6192 MP 57.0 - 57.6

MT. OLIVE TOWNSHIP, MORRIS CO., N.J.

No.	Grantor	Grantee	Instrument	Date	Record	Cont. No.	Remarks
1	William Babcock	M & E. R. R.	Plat	Oct 25, 1883	E-1133		
2	Joseph Lawrence	"	"	Mar 15, 1885	" 12-4-85	11-14	
3	Robert Smith	"	"	July 14, 1885	" 12-4-85	89-45	
4	Robert Smith	"	"	May 18, 1885	" 12-4-85	89-45	
5	John Hargrave	"	"	Sept 18, 1885	" 12-4-85	89-45	
6	James Planché	"	"	May 1885	" 12-4-85	89-45	
7	James Planché	"	"	May 1885	" 12-4-85	89-45	
8	James Planché	"	"	May 1885	" 12-4-85	89-45	
9	Stephen Dalton	"	"	Aug 11, 1885	" 12-4-85	89-45	Water Right

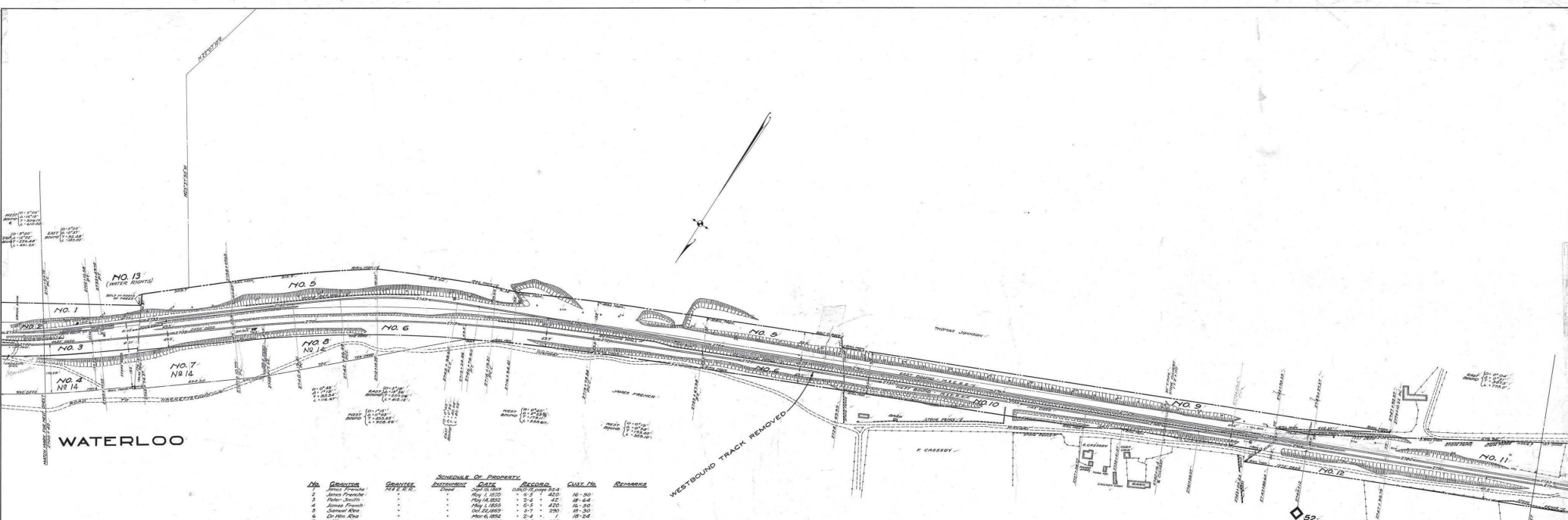


6192004c

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56

RIGHT-OF-WAY AND TRACK MAP.
MORRIS AND ESSEX R. R.
OPERATED BY
THE DELAWARE LACKAWANNA AND WESTERN R. R. CO.
STATION: 6841+80 TO STATION: 6700+40
SCALE: 1"=100'
OFFICE OF CHIEF ENGINEER
HARTMAN, N. J.

VI
56



SCHEDULE OF PROPERTY					
NO.	GRANTEE	DATE	RECORD	CURT. NO.	REMARKS
1	James French	May 1, 1855	6-8	420	16-50
2	James French	May 1, 1855	6-8	421	16-50
3	James French	May 1, 1855	6-8	422	16-50
4	James French	May 1, 1855	6-8	423	16-50
5	James French	May 1, 1855	6-8	424	16-50
6	James French	May 1, 1855	6-8	425	16-50
7	James French	May 1, 1855	6-8	426	16-50
8	James French	May 1, 1855	6-8	427	16-50
9	James French	May 1, 1855	6-8	428	16-50
10	James French	May 1, 1855	6-8	429	16-50
11	James French	May 1, 1855	6-8	430	16-50
12	James French	May 1, 1855	6-8	431	16-50
13	James French	May 1, 1855	6-8	432	16-50
14	James French	May 1, 1855	6-8	433	16-50

6192005

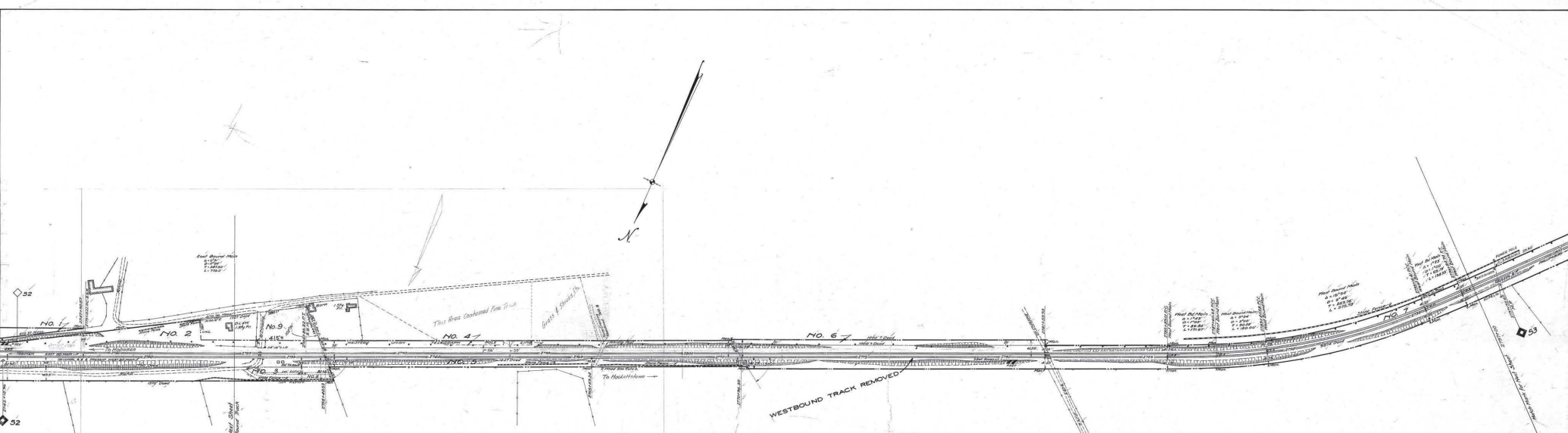
V-1
ST

MT OLIVE TOWNSHIP, MORRIS COUNTY, NEW JERSEY.

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
 AS OF OCT. 17, 1960
 FORMERLY
 OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 AS OF JULY 26, 1943
 RIGHT-OF-WAY AND TRACK MAP
 MORRIS AND ESSEX R. R.
 OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 MORRIS AND ESSEX DIVISION
 STATION 2700 + 40 TO STATION 2753 + 20
 SCALE 1"=100' OFFICE OF CHIEF ENGINEER, THOMAS N.Y. OCT. 28, 1960

V-1
57

VS 8+51 LC 6172 MP 51.0 - 52.0



SCHEDULE OF PROPERTY						
NO.	GRANTOR	GRANTEE	INSTRUMENT	DATE	RECORD	CURT. NO.
1	Morris, Thinner and Wife	Morris and Essex Railroad Co.	Deed	June 3, 1869	Deed Book D-1, page 130	19-17
2	James C. Ayres and Wife	"	"	March 11, 1870	" 2-4 64	13-6
3	Thomas Cassidy and Wife	"	"	June 28, 1869	" 2-1 302	18-39
4	Marion Bush and Wife	"	"	March 18, 1869	" 2-18 335	18-43
5	John Thinner and Wife	"	"	March 11, 1870	" 2-4 63	17-18
6	Heirs of Peter Smith	"	"	May 14, 1868	" 2-18 416	18-45
7	Peter Smith	"	"	May 14, 1868	" 2-4 45	18-64
8	Alfred H. Sullivan	Alfred H. Sullivan	Agreement	Feb. 2, 1912		
9	MAKES NO CLAIM		Deed	Dec. 3, 1915		

Abandonment of Grade Crossing.
D. 908 A.C.

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
 AS OF OCT. 17, 1960
 FORMERLY
 OWNED AND OPERATED BY
 THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 AS OF JULY 25, 1948
 RIGHT-OF-WAY AND TRACK MAP
 MORRIS AND ESSEX R. R.
 CREATED BY
 THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 MORRIS AND ESSEX DIVISION
 OCT. 31, 1930

SCALE 1" = 100' STATION 2752+20 TO STATION 2757+00
 OFFICE OF THE ENGINEER, MORRIS AND ESSEX DIVISION, OCT. 31, 1930

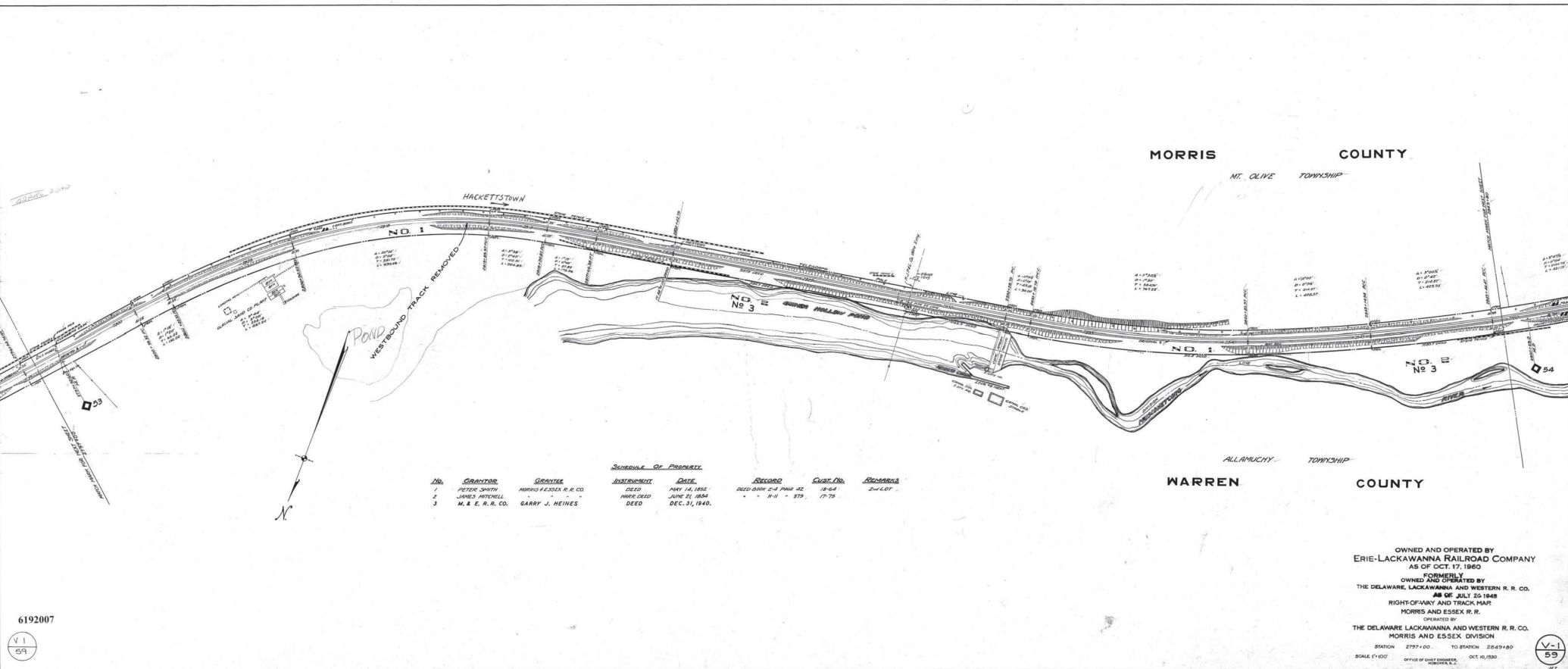
ATLANTIC TOWNSHIP, MORRIS COUNTY, NEW JERSEY

6192006

VI
58

VI
58

VS 8451 10 6192 RP 52.0 - 53.0



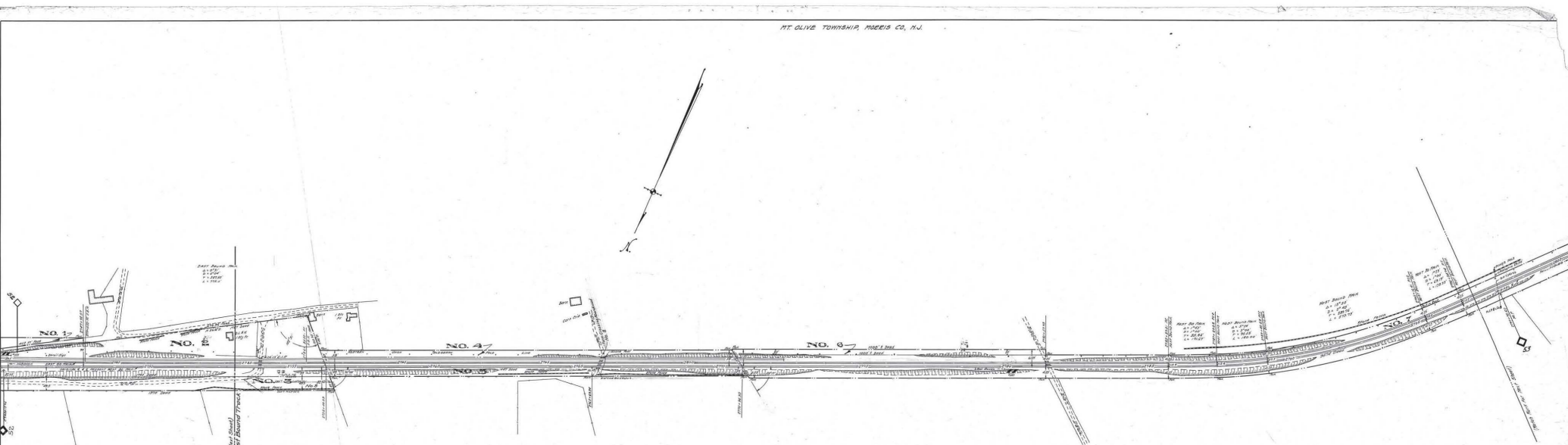
No.	GRANTOR	GRANTEE	INSTRUMENT	DATE	RECORD	CURT. NO.	REMARKS
1	PETER SMITH	MORRIS & ESSEX R.R. CO.	DEED	MAY 14, 1882	DEED BOOK C-3 PAGE 42	18-84	2nd LOT
2	JAMES MITCHELL	" " "	PAID DEED	JUNE 21, 1884	" " " " 17-75	17-75	
3	M. & E. R. R. CO.	GARRY J. HEINES	DEED	DEC. 31, 1849.			

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
 AS OF OCT. 17, 1960
 FORMERLY
 OWNED AND OPERATED BY
 THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 AS OF JULY 26, 1848
 RIGHT-OF-WAY AND TRACK MAP
 MORRIS AND ESSEX R. R.
 OPERATED BY
 THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 MORRIS AND ESSEX DIVISION
 STATION 2777+00. TO STATION 2849+80
 SCALE 1"=100' OFFICE OF CHIEF ENGINEER, MORRIS, N. J. OCT. 10, 1960

6192007

VS 8+51 LG 6192 MP 53.0-54.0

MT. OLIVE TOWNSHIP, MORRIS CO., N.J.



SCHEDULE OF PROPERTY							
NO.	OWNER	DATE	INSTRUMENT	DEED	ACRES	FEET	REMARKS
1	Morris Trimmer and Wife	June 8, 1869	Deed	June 8, 1869	2nd Book, p. 10 page 100	19-15	
2	James C. Jones and Wife	March 1, 1881	"	"	"	2-4	18-6
3	James C. Jones and Wife	June 30, 1869	"	"	"	2-1	10-9
4	Morris and Essex Railroad Co.	March 18, 1900	"	"	"	2-4	10-6
5	John Trimmer and Wife	March 1, 1881	"	"	"	2-4	19-18
6	Morris and Essex Railroad Co.	July 15, 1900	"	"	"	2-15	18-45
7	Morris and Essex Railroad Co.	July 15, 1900	"	"	"	2-4	18-45
8	Regina M. Sullivan	Feb. 2, 1912	Agreement	Feb. 2, 1912	"	2-4	18-45

Abandonment of Grade Crossing

Sheet No. 28 Morris & Essex Division of the
Delaware, Lackawanna & Western Railroad from
Survey Station 100+00 to Survey Station 109+00

Engineer

RIGHT-OF-WAY AND TRACK MAP,
MORRIS AND ESSEX R. R.
OPERATED BY
THE DELAWARE LACKAWANNA AND WESTERN R. R. CO.
MORRIS AND ESSEX DIVISION.
STATION 215.2+20 TO STATION 219+20
SCALE 1"=100' OFFICE OF CHIEF ENGINEER
JANUARY 1912

1-1
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6192006

MT. OLIVE TOWNSHIP, MORRIS CO., N.J.

No.	GRANTEE	GRANTEE	SCHEDULE OF PROPERTY		RECORD	GROSS No.	REMARKS
			DATE	DATE			
1.	Peter Smith	Morris & Essex R.R. Co.	Dead	May 14, 1852	Morris Co. Dead Book 2-4 page 42	18-64	2nd lot
2.	James Mitchell	"	"	June 21, 1854	"	17-71	"
3.	Geo. W. H. H. & W. H.	"	"	June 13, 1854	Warren Co. " 7465	277	18-23
4.	H. R. H. H. & W. H.	"	"	Sept. 10, 1856	"	7465	277
5.	John H. H. & W. H.	"	"	March 10, 1856	"	7465	277
6.	Capen L. H. H.	"	"	Sept. 8, 1858	"	7465	277
7.	Peter Macklow & W. H.	"	"	June 16, 1871	"	7465	277
8.	Peter Macklow & W. H.	"	"	March 10, 1852	"	7465	277
9.	George S. Smith	"	"	August 11, 1853	"	7465	277
10.	George S. Smith	"	"	March 11, 1852	"	7465	277
11.	M. & E. R. R. CO.	GARRY J. HEINES	"	DEC. 31, 1840	"	7465	277

RAILWAY VALUATION STATION
2862+29.22+/-
COUNTY LINE.

MORRIS COUNTY, NEW JERSEY

WARREN COUNTY, NEW JERSEY

Hackettstown, N.J.

WESTBOUND TRACK REMOVED

6192008

ALLAMUCHY TOWNSHIP, WARREN CO., N.J.

TOWN OF HACKETTSTOWN, WARREN CO., N.J.

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960
FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 26, 1958
RIGHT-OF-WAY AND TRACK MAP
MORRIS AND ESSEX R. R.
OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
MORRIS AND ESSEX DIVISION
SCALE 1"=100' STATION 2861+00 TO STATION 2862+00
OCT. 2, 1958
OFFICE OF CHIEF ENGINEER
HACKETTSTOWN, N.J.

16 8451 LC 6192 MP 54.0 - 55.0

Washington Secondary Purchase and Sale Agreement
Exhibit B-1 Legal Description – Warren County

COUNTY OF WARREN

STATE OF NEW JERSEY

LINE CODE 6192

ALL RIGHT TITLE AND INTEREST IN THAT RAILWAY LINE BEING IN COUNTY OF WARREN, STATE OF NEW JERSEY; (BEING A PORTION OF THE Former Erie Lackawanna Railway Company) main track and identified as Line Code 6192 in the records of the United States Railway Association, situate in the County of Morris and State of New Jersey, BEING KNOWN AS THE ERIE LACKAWANNA WASHINGTON LINE, PHILLIPSBURG BRANCH COMPRISED OF LAND AND RIGHT OF WAY FOR MAIN TRACKS. BRANCH LINES, SIDINGS AND OTHER APPURTENANT RAILROAD FACILITIES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PORTION OF A RAILROAD BEGINNING AT THE COMMON LINE BETWEEN MORRIS COUNTY AND WARREN COUNTY, SAID POINT BEING FURTHER IDENTIFIED AS RAILWAY VALUATION STATION **2862+29.22, MORE OR LESS**, AS SHOWN ON RAILWAY VALUATION MAP **V-1/60, 6192008**, THENCE, CONTINUING WITH SAID RAILWAY ALONG THE RAILWAY CENTERLINE IN A GENERALLY SOUTHWESTERLY DIRECTION WITH A STRIP OF LAND OF VARYING WIDTH ON EACH SIDE OF CENTERLINE OF TRACK A DISTANCE OF **15,990.78 FEET, MORE OR LESS**, TO A **POINT OF TERMINUS**, SAID POINT BEING FURTHER IDENTIFIED AS RAILWAY VALUATION STATION **3022+20** , MORE OR LESS, AS SHOWN ON RAILWAY VALUATION MAP **V-1/63, 6192011**, BEING THE NORTHERLY RIGHT OF WAY LINE OF 3RD AVENUE, SAID LINE OF RAILROAD BEING SUBSTANTIALLY AS SHOWN ON RAILWAY VALUATION MAPS **V-1/60 THROUGH V-1/63**, INCLUSIVE, ATTACHED HERETO AND MADE A PART HEREOF.

POINT OF TERMINUS BEING FURTHER IDENTIFIED ON **RAILWAY DRAWING RC-2023-3**

BEING a portion of the same property conveyed to Pennsylvania Lines LLC, a Delaware limited liability company which merged into PRR Newco, Inc. a Virginia Corporation as the surviving entity, which in turn merged into Grantor herein, as the surviving entity) by Consolidated Rail Corporation by Quitclaim Deed dated June 1, 1999 and recorded in the Warren County Register's Office at Deed Book 1644, Page 085 on August 31, 1999.

Washington Secondary Purchase and Sale Agreement
Exhibit B-2 Legal Description – Morris County

COUNTY OF MORRIS

STATE OF NEW JERSEY

LINE CODE 6192

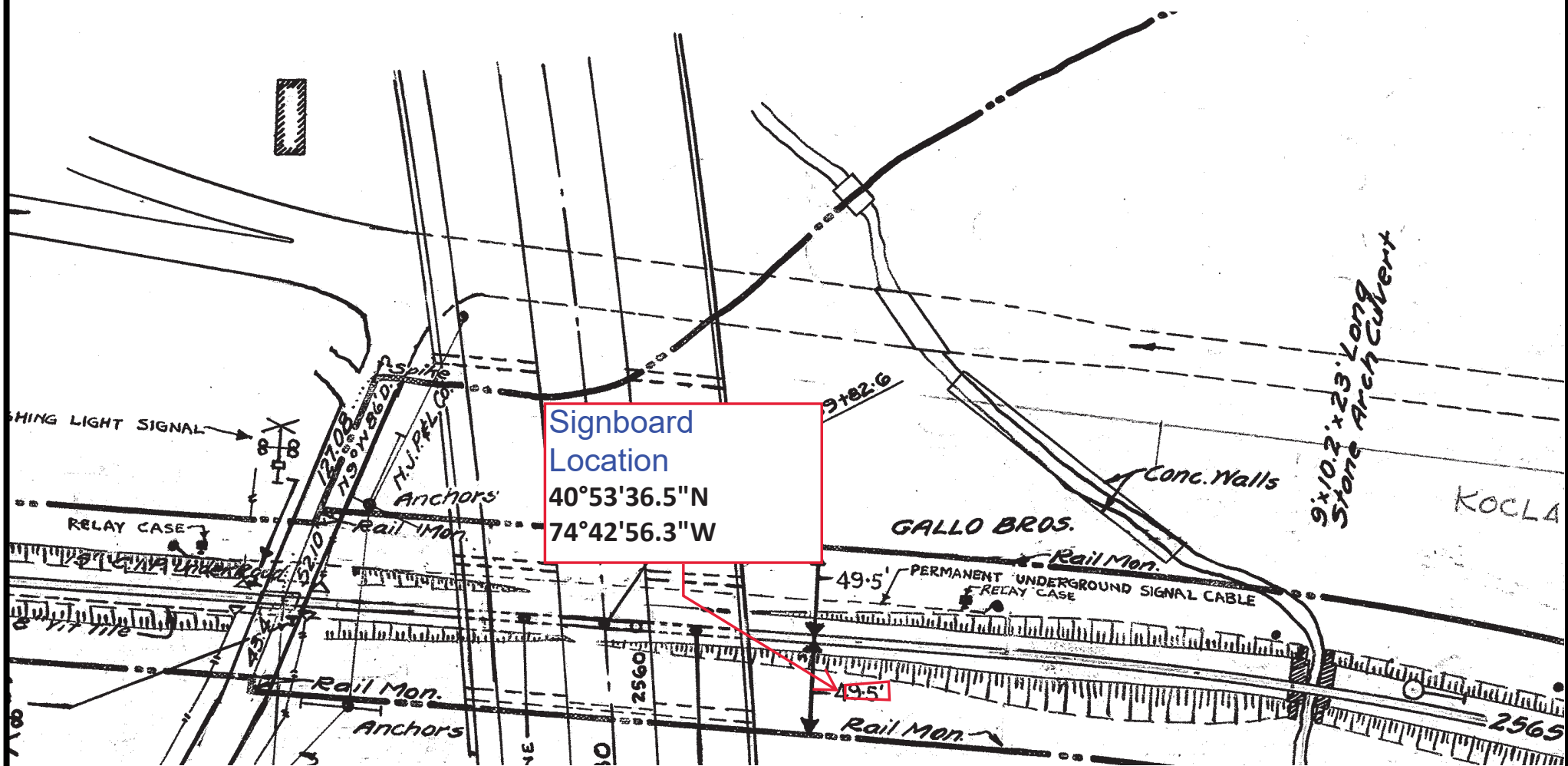
ALL RIGHT TITLE AND INTEREST IN THAT RAILWAY LINE BEING IN COUNTY OF MORRIS, STATE OF NEW JERSEY; (BEING A PORTION OF THE Former Erie Lackawanna Railway Company) main track and identified as Line Code 6192 in the records of the United States Railway Association, situate in the County of Morris and State of New Jersey, BEING KNOWN AS THE ERIE LACKAWANNA WASHINGTON LINE, PHILLIPSBURG BRANCH COMPRISED OF LAND AND RIGHT OF WAY FOR MAIN TRACKS. BRANCH LINES, SIDINGS AND OTHER APPURTENANT RAILROAD FACILITIES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PORTION OF A RAILROAD BEGINNING AT A MUTUAL BOUNDARY LINE OF PROPERTY CURRENTLY OWNED BY NEW JERSEY TRANSIT CORPORATION AND NORFOLK SOUTHERN RAILWAY COMPANY, BEING AT railway valuation station 2537+05 RAILWAY MILEPOST 48.1; MORE OR LESS; SAID POINT OF BEGINNING BEING SHOWN ON RAILWAY VALUATION MAPS V-10/1, 6191001, & V-1/54, 6192001.

THENCE, CONTINUING WITH SAID RAILWAY ALONG THE RAILWAY CENTERLINE IN A GENERALLY WESTERLY DIRECTION WITH A STRIP OF LAND OF VARYING WIDTH ON EACH SIDE OF CENTERLINE OF TRACK A DISTANCE OF **32,524.22 FEET, MORE OR LESS**, TO A POINT AT THE COUNTY LINE BETWEEN MORRIS COUNTY AND WARREN COUNTY, SAID POINT BEING FURTHER IDENTIFIED AS RAILWAY VALUATION STATION **2862+29.22, MORE OR LESS**, AS SHOWN ON RAILWAY VALUATION MAP **V-1/60, 6192008**. SAID LINE OF RAILROAD BEING SUBSTANTIALLY AS SHOWN ON RAILWAY VALUATION MAPS **V-10/1, V-1/54 THROUGH V-1/60**, INCLUSIVE, ATTACHED HERETO AND MADE A PART HEREOF.

BEING a portion of the same property conveyed to Pennsylvania Lines LLC, a Delaware limited liability company which merged into PRR Newco, Inc. a Virginia Corporation as the surviving entity, (which in turn merged into Grantor herein, as the surviving entity) by Consolidated Rail Corporation by Quitclaim Deed dated June 1, 1999 and recorded in the Morris County Clerk's Office at Deed Book 5047, Page 195 on September 2, 1999.

Washington Secondary Purchase and Sale Agreement
Exhibit C Signboard Easement Location map



SIGNBOARD
WASHINGTON SECONDARY
MOUNT OLIVE TOWNSHIP, MORRIS COUNTY
MONOPOLE STATIC SIGNBOARD
2 - (14' X 48') FACES
EXHIBIT C

Washington Secondary Purchase and Sale Agreement
Exhibit D List of Licenses and other agreements to be assigned to NJT

Washington Secondary - License Agreements

Morris County						
Cust #	Old Cust	Other Party	Document Type / Use		City	Exec Date
<u>100894</u>	233567	NEW JERSEY BELL TELEPHONE COMPANY	WIRE	NETCONG STATION		10/05/1979
<u>100961</u>	233558	NEW JERSEY BELL TELEPHONE COMPANY	WIRE	NETCONG		10/05/1979
<u>109679</u>	255097	BELL ATLANTIC NJ	WIRE	NETCONG STATION		12/07/1982
<u>112678</u>	332781	NEW JERSEY FOREIGN TRADE ZONE VENTURE	PIPE - SEWER	MOUNT OLIVE		09/29/1998
<u>113734</u>	265392	JERSEY CENTRAL POWER AND LIGHT COMPANY	WIRE	MOUNT OLIVE TOWNSHIP		04/18/1974
<u>113736</u>	265388	NEW JERSEY POWER & LIGHT COMPANY	WIRE	MOUNT OLIVE		07/20/1964
<u>114191</u>	265542	NEW JERSEY POWER & LIGHT COMPANY	WIRE	MOUNT OLIVE TOWNSHIP		04/22/1929
<u>114753</u>	265453	NEW JERSEY POWER & LIGHT COMPANY	WIRE	MOUNT OLIVE		08/19/1970
<u>114754</u>	265459	NEW JERSEY POWER & LIGHT COMPANY	WIRE	MOUNT OLIVE		07/14/1933
<u>114967</u>	265818	BELL ATLANTIC NJ	WIRE	MOUNT OLIVE TOWNSHIP		11/03/1971
<u>116287</u>	262255	PUBLIC SERVICE ELECTRIC AND GAS COMPANY	WIRE	MOUNT OLIVE		05/04/1971
<u>116752</u>	268618	NEW JERSEY AMERICAN WATER COMPANY	PIPE - WATER	MT OLIVE TOWNSHIP NETCONG STATION		03/23/1984
<u>121135</u>	276686	TOWNSHIP OF MOUNT OLIVE	PIPE - SEWER	MT OLIVE		06/26/1973
<u>128531</u>	286721	NEW JERSEY NATURAL GAS COMPANY	PIPE - NATURAL GAS	NETCONG		08/19/1986
<u>128543</u>	287607	NEW JERSEY FOREIGN TRADE ZONE VENTURE BY ROCK MORRIS INC	PIPE - WATER	NETCONG STATION		09/09/1986
<u>128712</u>	286720	NEW JERSEY NATURAL GAS COMPANY	PIPE - NATURAL GAS	NETCONG		08/19/1986
<u>129322</u>	287280	JERSEY CENTRAL POWER & LIGHT COMPANY	PIPE - NATURAL GAS	MOUNT OLIVE		06/26/1986
<u>129361</u>	287365	NEW JERSEY FOREIGN TRADE ZONE VENTURE	PIPE - WATER	NETCONG		09/03/1986
<u>130325</u>	278884	NEW JERSEY FOREIGN TRADE ZONE VENTURE	PIPE - WATER	NETCONG STATION		05/29/1985
<u>130486</u>	275024	NEW JERSEY AMERICAN WATER COMPANY	PIPE - WATER	NETCONG STATION		10/12/1984
<u>136905</u>	284253	NEW JERSEY NATURAL GAS COMPANY	PIPE - NATURAL GAS	NETCONG STATION		06/09/1986
<u>288402</u>		PEG BANDWIDTH LLC	CABLE - FIBER OPTIC	MT OLIVE		04/21/2015
<u>288403</u>		PEG BANDWIDTH LLC	CABLE - FIBER OPTIC	MT OLIVE		04/21/2015
<u>325224</u>	L-5189	NEW JERSEY BELL TELEPHONE CO	CABLE - TELEPHONE	MOUNT OLIVE		09/03/1971
<u>330110</u>	L-4445	NEW JERSEY POWER AND LIGHT CO	WIRE	MOUNT OLIVE TWP.		09/07/1945
<u>330113</u>	L-4448	NEW JERSEY POWER AND LIGHT CO	WIRE	MOUNT OLIVE TWP.		03/21/1947
<u>330713</u>	L-4142	NEW JERSEY BELL TELEPHONE CO	CABLE - TELEPHONE	MOUNT OLIVE		06/14/1963

Washington Secondary - License Agreements

Warren County					
Cust #	Old Cust	Other Party	Document Type	City	Exec Date
<u>104751</u>	304522	BELL ATLANTIC NJ	WIRE	HACKETTSTOWN	10/12/1992
<u>107700</u>	243362	CATV SERVICE COMPANY	WIRE	HACKETTSTOWN	01/15/1968
<u>107701</u>	243361	CATV SERVICE COMPANY	WIRE	HACKETTSTOWN	12/04/1967
<u>113500</u>	265470	NEW JERSEY POWER & LIGHT COMPANY	WIRE	HACKETTSTOWN	10/06/1932
<u>113501</u>	265469	NEW JERSEY POWER & LIGHT COMPANY	WIRE	HACKETTSTOWN	04/22/1929
<u>114669</u>	265442	NEW JERSEY POWER & LIGHT COMPANY	WIRE	HACKETTSTOWN	04/15/1966
<u>115158</u>	258518	ELIZABETHTOWN GAS COMPANY	PIPE - NATURAL GAS	HACKETTSTOWN	11/15/1973
<u>116127</u>	265468	JERSEY CENTRAL POWER & LIGHT	WIRE	HACKETTSTOWN	07/02/1958
123312	293765	JERSEY CENTRAL POWER & LIGHT COMPANY	WIRE	HACKETTSTOWN	11/23/1988
<u>124460</u>	299065	JERSEY CENTRAL POWER AND LIGHT COMPANY	WIRE	HACKETTSTOWN	04/30/1990
<u>176447</u>		PSEG SOLAR SOURCE LLC	WIRE	HACKETTSTOWN	01/26/2009
<u>329901</u>	4971	NEW JERSEY BELL TELEPHONE COMPANY	CABLE - TELEPHONE	HACKETTSTOWN	12/26/1969
330124	L-4484	THE INHABITANTS OF THE TOWN OF HACKETTSTOWN	PIPE - DRAINAGE	HACKETTSTOWN	09/27/1965
<u>330125</u>	L-4485	THE INHABITANTS OF THE TOWN OF HACKETTSTOWN	PIPE - WATER	HACKETTSTOWN	09/27/1965
330152	L-4566	NEW JERSEY POWER AND LIGHT CO	WIRE	HACKETTSTOWN	04/08/1966
<u>330161</u>	L-4599	NEW JERSEY POWER AND LIGHT CO	WIRE	HACKETTSTOWN	09/15/1966
330697	L-4063	NEW JERSEY POWER AND LIGHT CO	CABLE - TELEPHONE	HACKETTSTOWN	10/06/1962
<u>98457</u>	217004	BELL ATLANTIC NJ	WIRE	HACKETTSTOWN	06/20/1977
<u>330737</u>	L-4234	NEW JERSEY BELL TELEPHONE CO	WIRE	HACKETTSTOWN	02/19/1964

Washington Secondary Purchase and Sale Agreement
Exhibit E Form of Deed

(Recording Data)

This instrument was prepared by:

Ryan Hankins
Norfolk Southern Corporation
650 West Peachtree St., NW
Atlanta, Georgia 30308

Record and Return to:

Senior Director Real Estate
New Jersey Transit Corp.
One Penn Plaza East
Newark, NJ 07105-2246

QUITCLAIM DEED

THIS DEED, made the ____ day of _____, 2023, between the undersigned, **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, successor by merger to Pennsylvania Lines, LLC, with an address of record being 650 West Peachtree Street NW, Atlanta, GA 30308, hereinafter referred to as “Grantor”, and **NEW JERSEY TRANSIT CORPORATION**, an instrumentality of the State of New Jersey, with an address of record being One Penn Plaza East, Newark, NJ 07105, hereinafter referred to as “Grantee”.

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten Million Two Hundred Seventeen Thousand and Eighty-Nine Dollars and Six Cents (\$10,217,089.06) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, sell, remise, release and forever quitclaim all of the right, title, interest and claim of Grantor in or to that certain real property underlying that railroad corridor, between Milepost 48.1 and Milepost 57.25 located in the counties of Morris and Warren, New Jersey, as is fully described and depicted on Exhibit “A”, attached hereto and thereby made a part hereof.

TAX REFERENCE WARREN COUNTY: Portion of Block 1, Lot 1, Hackettstown; Block 1, Lot 6, Hackettstown; Block 1, Lot 5, Hackettstown; Block 1, Lot 3, Hackettstown; Block 1, Lot 4, Hackettstown; Block 1, Lot 2, Hackettstown; Block 902, Lot 34, Allamuchy.Township.

TAX REFERENCE MORRIS COUNTY: The following Blocks and Lots located in Mount Olive Township: Block 1, Lot 13; Block 1, Lot 7; Block 1, Lot 10; Block 1, Lot 12; Block 1, Lot 11; Block 501, Lot 2; Block 1, Lot 9; Block 501, Lot 3; Block 1, Lot 8; Block 1, Lot 4; Block 1, Lot 5; Block 1, Lot 6; Block 1, Lot 14; Block 1, Lot 2; Block 1, Lot 1 and The following blocks and lots located in Netcong Borough Block 18, Lot 4; Part of Block 19, Lot 37.

SUBJECT, however, to such easements, reservations, conditions, licenses, leases and restrictions, whether or not of record.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

EXCEPTING AND RESERVING unto Grantor, its successors, and assigns and affiliates, a permanent, perpetual, exclusive, transferable, assignable and irrevocable retained freight service easement in the property described on Exhibit A to physically serve, with its own crews and locomotives, or the crews and locomotives of its owners, affiliates, transferees or assigns, present and future rail customers with access to the property described on Exhibit A, provide overhead freight service to other portions of Grantor's rail systems or to the rail systems of connecting freight railroads and temporary detour or emergency overhead rail operations. Grantee acknowledges Grantor's retained rights, and Grantee neither has nor will have any right to serve present and future shippers and will make no attempt to construct additional sidings to serve such shippers for its own account or to circumvent this Deed by other means, directly or indirectly. Grantor's right to operate on the Purchased Premises is subject to the Operating Agreement between Grantor and Grantee for the Washington Secondary Track, of even date. Grantor's rights hereunder shall terminate upon consummation of any necessary authorization from the Surface Transportation Board or any successor agency to abandon or discontinue such service.

FURTHER EXCEPTING AND RESERVING unto Grantor, its successors, assigns and affiliates, a non-exclusive easement for the maintenance, utilization, repair and replacement (including but not limited to ingress and egress) of one (1) existing signboard for outdoor advertising purposes only located in Mt. Olive Township (Morris County), NJ) and described as

follows: two (14x48) Paint Bulletin static sign faces erected on one monopole located on the West Side of I-80, West of Route 46 in the area depicted on Exhibit B attached hereto, under a License Agreement between Grantor and Right Angle Media, Inc., 16 Scott Drive, Churchville, PA 18966-1393 (“RAM”) and BESKO Media P.O. Box 280, Hamlin, PA 18427, dated April 1, 2016 until expiration or termination of said agreement. Any use and enjoyment of the signboard by Grantor, its successors, assigns and affiliates shall be subject to the provisions of Grantee’s Guidelines for Working Within Or In Vicinity of NJ TRANSIT’s Right-of-Way which are then in effect. . Grantor shall give the Grantee twenty-one (21) days prior written notice before entering upon the Property to exercise the signboard reservation set forth herein. Any Grantor contractor, consultant or other third-party requesting entry in, on or below the area depicted on Exhibit B will be required to execute and deliver a then current Grantee Temporary Access Permit (“TAP”) to Enter prior to entry on such property.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto Grantee, its successors and assigns, forever so neither the said Grantor, nor its successors and assigns, nor any other person or persons, claiming under it or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, Norfolk Southern Railway Company has caused these presents to be executed, and its corporate seal to be hereunto affixed and attested, by its officers thereunto duly authorized, this ____ day of _____, 2023.

L. S. ATTEST:

NORFOLK SOUTHERN RAILWAY COMPANY, a
Virginia corporation

By:

Assistant Corporate Secretary

Title:

STATE OF GEORGIA

COUNTY OF

I, _____, a Notary Public in and for the above State and County, hereby certify that _____, whose name as _____, _____ of Norfolk Southern Railway Company, a Virginia corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within instrument as such consideration is \$10,217,089.06.

GIVEN under my hand and official seal this ____ day of _____, 2023.

Notary Public

My commission expires:

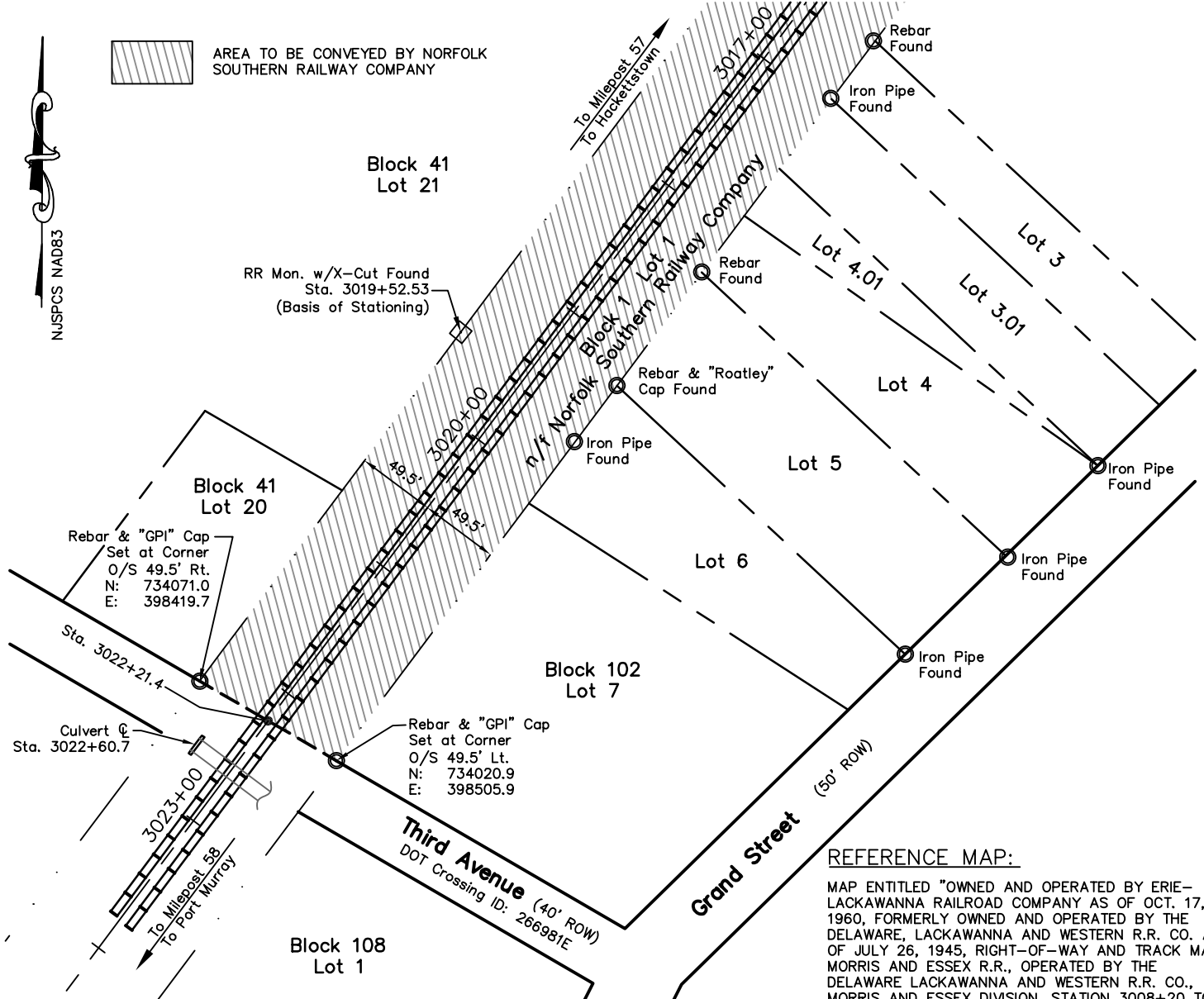
DRAWING RC-2023-3

SURVEY FOR NORFOLK SOUTHERN RAILWAY COMPANY

LOT 1 BLOCK 1

TOWN OF HACKETTSTOWN, WARREN COUNTY, NEW JERSEY

NEAR MILEPOST 57.25, HOBOKEN SUBDIVISION, MORRISTOWN BRANCH



REFERENCE MAP:

MAP ENTITLED "OWNED AND OPERATED BY ERIE-LACKAWANNA RAILROAD COMPANY AS OF OCT. 17, 1960, FORMERLY OWNED AND OPERATED BY THE DELAWARE, LACKAWANNA AND WESTERN R.R. CO. AS OF JULY 26, 1945, RIGHT-OF-WAY AND TRACK MAP, MORRIS AND ESSEX R.R., OPERATED BY THE DELAWARE LACKAWANNA AND WESTERN R.R. CO., MORRIS AND ESSEX DIVISION, STATION 3008+20 TO STATION 3061+00," DATED JULY 14, 1930, AND REVISED THROUGH 3-18-71.

SURVEY NOTES:

IF DIGITAL INFORMATION IS ALSO SUPPLIED, IT IS DONE SO FOR INFORMATIONAL PURPOSES, ONLY. THE ORIGINAL SIGNED AND SEALED DOCUMENT IS THE DOCUMENT OF RECORD.

THIS SURVEY WAS PREPARED IN ACCORDANCE WITH REQUIREMENTS AS OUTLINED IN N.J.A.C. 13:40-5.1(d).

IF THIS SURVEY DOES NOT CONTAIN THE RAISED SEAL OF THE SURVEYOR, IT IS AN UNAUTHORIZED REPRODUCTION OF THE SURVEY.

HORIZONTAL DATUM IS BASED UPON NJSPCS NAD'83 (2011).

DISTANCE MEASUREMENTS ARE EXPRESSED IN U.S. SURVEY FEET.

LOT AND BLOCK NUMBERS SHOWN HEREON ARE BASED UPON THE CURRENT TAX MAPS OF THE TOWN OF HACKETTSTOWN.

THE NEW JERSEY BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS PROHIBITS ENGINEERING OR SURVEYING DOCUMENTS PREPARED BY ONE LICENSEE FROM BEING ALTERED, AMENDED, EXPANDED, FINALIZED OR OTHERWISE ADJUSTED BY ANOTHER LICENSEE WHO WAS NOT IN RESPONSIBLE CHARGE OF THE INITIAL WORK PRODUCT. THE ONLY EXCEPTION TO THE PROHIBITION IS THE USE OF PLANS PREPARED BY OTHERS FOR AS-BUILT PURPOSES WHERE THE NATURE OF THE AS-BUILT ALLOWS THE AS-BUILT DATA TO BE ADDED TO THE PREVIOUSLY PREPARED PLAN WHERE THERE IS, THEREFORE, NO NEED TO ADJUST OR CHANGE THE UNDERLYING DESIGN DOCUMENT.

GPI

Engineering
 Design
 Planning
 Construction Management

973.377.8500

GPINET.COM

Greenman-Pedersen, Inc.
 301 Gibraltar Drive, Suite A
 Morris Plains, NJ 07950
 Certificates of Authorization: 24GA27065003, 1MH0001270

DATE: 4/10/23

SCALE: 1"=100'

LD. BK.: 54F

PROJ.: 2300021

CITY: HACKETTSTOWN

PAGE: 69

MT. OLIVE TOWNSHIP, MORRIS CO, N.J.

No.	GRANTEE	GRANTOR	SCHEDULE OF PROPERTY	DATE	RECEIVED	QUANT.	REMARKS
1.	Peter Smith	Morris & Essex R.R. Co.	Dead	May 14, 1855	Morris Co. Deed Book 2-4 page 42	18-64	End lot
2.	James Mitchell	"	"	June 11, 1849	"	7-05	17-13
3.	Sam. Whitcomb & wife	"	"	June 13, 1849	Warren Co. "	7-05	17-13
4.	M.R. Overton & wife	"	"	Sept. 10, 1850	"	7-05	17-13
5.	John Smith and wife	"	"	March 10, 1818	"	7-05	17-13
6.	Capen James	"	"	Sept. 8, 1848	"	7-05	17-13
7.	Peter Macklin & wife	"	"	June 16, 1871	"	7-05	17-13
8.	Peter Macklin & wife	"	"	March 10, 1850	"	7-05	17-13
9.	George S. Smith	"	"	August 11, 1851	"	7-05	17-13
10.	George S. Smith	"	"	March 11, 1851	"	7-05	17-13
11.	W. A. E. R. R. CO.	GARRY J. HEINES	"	DEC. 31, 1945	"	7-05	17-13

RAILWAY VALUATION
STATION 2862+29.22+/-
COUNTY LINE.

MORRIS COUNTY, NEW JERSEY

WARREN COUNTY, NEW JERSEY

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960
FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 25, 1960
RIGHT-OF-WAY AND TRACK MAP
MORRIS AND ESSEX R. R.
OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
MORRIS AND ESSEX DIVISION

STATION 2862+29.22+/-
SCALE 1"=100' OFFICE OF CHIEF ENGINEER
OCT. 3, 1960

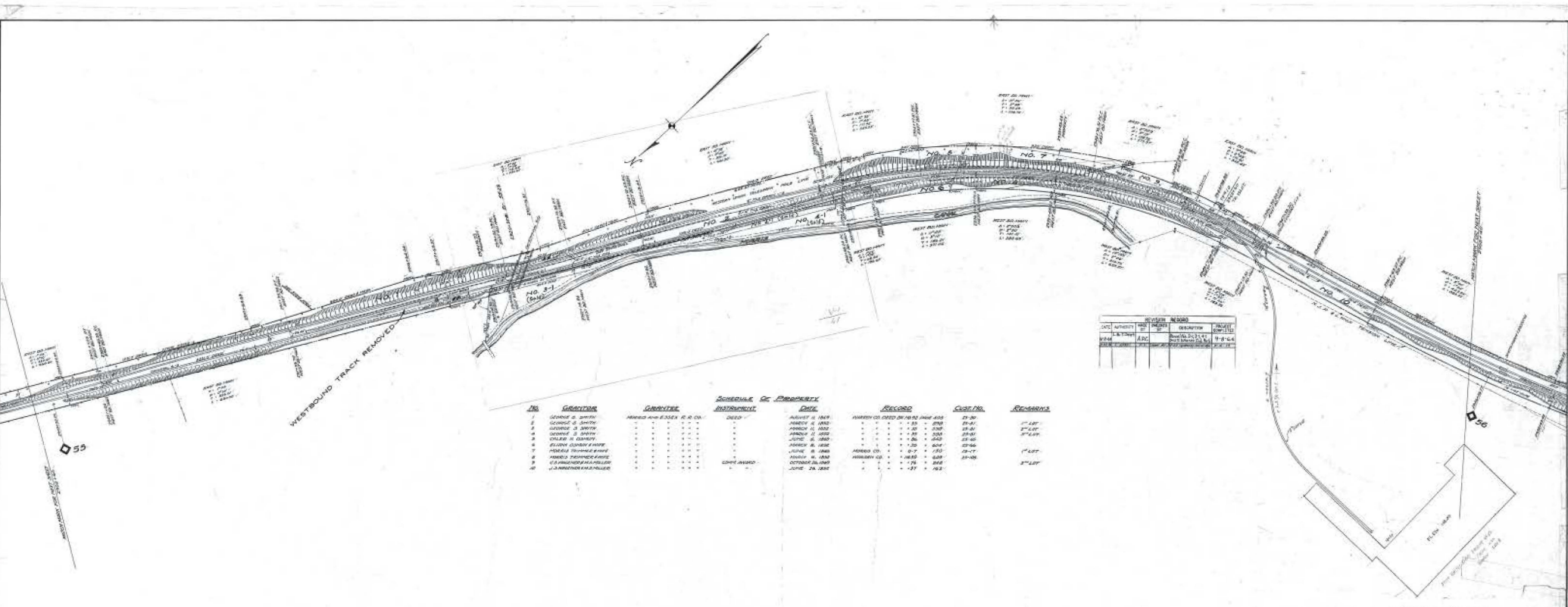
TOWN OF HACKETTSTOWN, WARREN CO, N.J.

16 8451 10 6192 MP 54.0 - 55.0

ALLAMUCHY TOWNSHIP, WARREN CO, N.J.

6192008





STATION RECORD			
DATE	PROPERTY	REMARKS	REMARKS
1892	ESSEX	STATION	1892
1893	ESSEX	STATION	1893
1894	ESSEX	STATION	1894
1895	ESSEX	STATION	1895

SCHEDULE OF PROPERTY			
NO.	OWNER	DATE	REMARKS
1	GEORGE D. SMITH	APRIL 10 1892	STATION
2	GEORGE D. SMITH	APRIL 10 1892	STATION
3	GEORGE D. SMITH	APRIL 10 1892	STATION
4	GEORGE D. SMITH	APRIL 10 1892	STATION
5	GEORGE D. SMITH	APRIL 10 1892	STATION
6	GEORGE D. SMITH	APRIL 10 1892	STATION
7	GEORGE D. SMITH	APRIL 10 1892	STATION
8	GEORGE D. SMITH	APRIL 10 1892	STATION
9	GEORGE D. SMITH	APRIL 10 1892	STATION
10	GEORGE D. SMITH	APRIL 10 1892	STATION

6192009

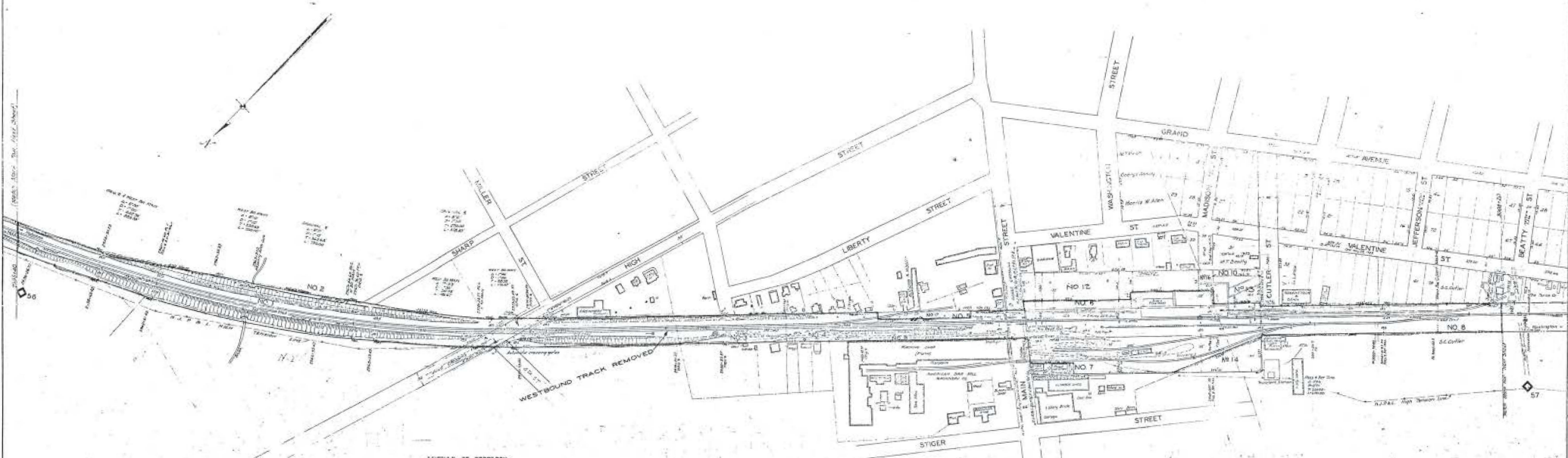


TOWN OF HIGHTSTOWN, HARTLEY COUNTY NEW JERSEY

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
 AS OF OCT. 17, 1890
 FORMERLY
 THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 AS OF JULY 26, 1848

46 8451 10 6192 MP 554-56-0





B AREA 0 Acres
 C AREA 15.58 ACRES
 Date 12-30-77

GRANTOR		GRANTEE		SCHEDULE OF PROPERTY		RECORD		CUSTODY		REMARKS	
NO.	GRANTOR	DATE	GRANTEE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
1	...	...	...	...	...	...	...	...	...	...	...
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19	...	...	...	...	...	...	...	...	...	...	...
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REVISION RECORD		DATE		BY		REVISION	
1	...	...	...	...	...	...	...
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20	...	...	...	...	...	...	...

TOWN OF HACKETTSTOWN, WARREN CO. N.J.

OWNED AND OPERATED BY
 ERIE-LACKAWANNA RAILROAD COMPANY
 AS OF OCT. 17, 1960
 FORMERLY
 THE DELAWARE, LACKAWANNA AND WESTERN R.R. CO.
 AS OF JULY 20, 1948
 RIGHT OF WAY AND TRACK MAP
 MORRIS AND ESSEX R.R.
 OPERATED BY
 THE DELAWARE, LACKAWANNA AND WESTERN R.R. CO.
 MORRIS AND ESSEX DIVISION
 DIVISION 2000 + 40
 1/4 SECTION 2000 + 40
 SCALE 1" = 40' (1" = 160')

(8451 56.0 to 57.0)

POINT OF TERMINUS, NORTHERLY RIGHT OF WAY OF
PUBLIC ROAD 3RD AVENUE. AT RAILWAY VALUATION
STATION 3022+20+/-; ALSO IDENTIFIED ON
RAILWAY DRAWING RC-2023-3

SCHEDULE OF PROPERTY						
NO.	GRANTOR	GRANTEE	INST.	DATE	RECORD	REMARKS
1	COND. RENTAL CO.	Atlantic and Essex R.R. Co.	Deed	Jan 23, 1902	23-16-15-100	
2	COND. RENTAL CO.	Atlantic and Essex R.R. Co.	Deed	Jan 23, 1902	23-16-15-100	
3	COND. RENTAL CO.	Atlantic and Essex R.R. Co.	Deed	Jan 23, 1902	23-16-15-100	

REVISION RECORD			
Date	Authority	By	Remarks
1-1-19	C. 2000	J. L.	REVISION

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960
FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 26, 1948
RIGHT-OF-WAY AND TRACK MAP
MORRIS AND ESSEX R. R.
SHOWING
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
MORRIS AND ESSEX DIVISION
STATION 3006+50 TO STATION 304+00
SCALE 1"=100' OFFICE OF THE ENGINEER JULY 14, 1930

VS 8451 LB 6.92 MP 57.0 - 58.0

NETCONG - STANHOPE

TO BE CONVEYED TO
NEW JERSEY TRANSIT CORP.

NOT PART OF SALE

SCHEDULE OF PROPERTY				
NO.	GRANTEE	GRANT	DATE	RECORDS
1	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
2	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
3	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
4	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
5	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
6	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
7	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
8	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
9	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
10	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
11	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
12	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
13	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
14	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
15	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
16	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
17	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
18	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
19	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24
20	NETCONG R.R. CO.	NETCONG R.R. CO.	May 1884	15-24

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960

FORMERLY
THE DELAWARE, LACKAWANNA AND WESTERN R.R. CO.
AS OF JULY 2, 1960

OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R.R. CO. SCALE 1"=100'

STATION TO STATION
JUNE 15, 1950

STATION TO STATION
JUNE 15, 1950

STATION TO STATION
JUNE 15, 1950

STATION TO STATION
JUNE 15, 1950

STATION TO STATION
JUNE 15, 1950

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JUNE 15, 1950

STATION TO STATION
JUNE 15, 1950

STATION TO STATION
JUNE 15, 1950

STATION TO STATION
JUNE 15, 1950

MT. OLIVE TOWNSHIP, MORRIS COUNTY, N.J.

REVISION RECORD			
DATE	AUTHORITY	REVISION	DESCRIPTION
10-15-88	APC	1	REVISION

NOT PART OF SALE

NOT PART OF SALE

TO BE CONVEYED TO NEW JERSEY TRANSIT CORP

NO.	GRANTOR	GRANTEE	INSTRUMENT	DATE	RECORD	CUST. NO.	REMARKS
1	Messersmith Iron Works	M. E. R. C.	Deed	July 25, 1888	25-11-10	10-74	
2	Messersmith Iron Works	M. E. R. C.	Deed	July 25, 1888	25-11-10	10-74	
3	John and Virginia Mills	M. E. R. C.	Deed	July 25, 1888	25-11-10	10-74	
4	William A. Conner	M. E. R. C.	Deed	July 25, 1888	25-11-10	10-74	
5	William A. Conner	M. E. R. C.	Deed	July 25, 1888	25-11-10	10-74	
6	John C. Adams	M. E. R. C.	Deed	July 25, 1888	25-11-10	10-74	
7	James C. Adams	M. E. R. C.	Deed	July 25, 1888	25-11-10	10-74	

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960
FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 20, 1848
RIGHT-OF-WAY AND TRACK MAP
MORRIS AND ESSEX R.R.
OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
STATION 2550+10 TO STATION 2554+40
SCALE 1"=100' OFFICE OF THE ENGINEER, MORRIS COUNTY, N.J.

6192002

V-1
54A

V-1
54A

8451 10 612 MP 48.6-48.9

REVISION RECORD			
DATE	BY	REVISION	PROJECT
NOV 10 1935	W.C.	NO. 1	6-17-35

NOT PART OF SALE

SCHEDULE OF PROPERTY			
NO.	GRANTOR	DATE	RECORD
1.	James C. Ayers	Deed	Jan 23 1902 97-100
2.	John C. Ellis	Deed	Oct 25 " 97-100
3.	John C. Ellis	Deed	Mar 12 1912 " 97-100
4.	John C. Ellis	Deed	Oct 12 1908 " 97-100
5.	John C. Ellis	Deed	Mar 12 1912 " 97-100
6.	John C. Ellis	Deed	Oct 12 1908 " 97-100
7.	John C. Ellis	Deed	Mar 12 1912 " 97-100
8.	John C. Ellis	Deed	Oct 12 1908 " 97-100
9.	John C. Ellis	Deed	Mar 12 1912 " 97-100
10.	John C. Ellis	Deed	Oct 12 1908 " 97-100

6192003

VI
55

MT. OLIVE TOWNSHIP, MORRIS CO. N.J.

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960
FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 26, 1948
RIGHT-OF-WAY AND TRACK MAP
MORRIS AND ESSEX R. R.
OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
MORRIS AND ESSEX DIVISION
STATION 2584+00 TO STATION 2641+00
SCALE 1"=100' OFFICE OF CHIEF ENGINEER
HARRIS, PA.
AUG. 5, 1950

VI
55

NO.	GRANTOR	GRANTEE	INSTRUMENT	DATE	RECORD	CUSTODY	REMARKS
1	William Jackson	N.E.R.R.	Amended	Oct 25, 1860	108-17-38		
2	Jacob Lawrence	"	Deed	Mar 12, 1862	2-4-38	17-34	
3	Peffer Smith	"	"	July 12, 1862	5-10-34	39-42	
4	Peffer Smith	"	"	May 15, 1862	2-4-12	18-64	
5	John Hargrave	"	"	Sept 18, 1862	5-1-29	18-79	
6	James Frenche	"	"	Sept 18, 1862	5-10-34		
7	James Frenche	"	"	May 1, 1865	5-8-40	15-30	
8	James Frenche	"	"	May 1, 1865	5-8-40	18-30	
9	Stephen Barton	"	"	Aug 1, 1865	5-1-29		Water Rights
10	The D.L. & W. R.R. Co.	NORTH & ESSEX LAND CO.	"	May 1, 1914			
4-1	The D.L. & W. R.R. Co.	State of New Jersey	Deed	May 13, 1914		18-64-1	

REVISION RECORD			
Date	Authority	Description	By
10/11/1914	J.F.F.	REVISION OF TRACK MAP	J.F.F.
10/11/1914	J.F.F.	REVISION OF TRACK MAP	J.F.F.

6192004

V-1
56

MOUNT OLIVE TOWNSHIP, MORRIS COUNTY, NEW JERSEY

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960
FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 26, 1860
RIGHT-OF-WAY AND TRACK MAP
MORRIS AND ESSEX R. R.
OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.

STATION: 8241+90 TO STATION: 8700+00
SCALE: 1"=100' OFFICE OF SURVEY ENGINEER
JULY 2, 1951

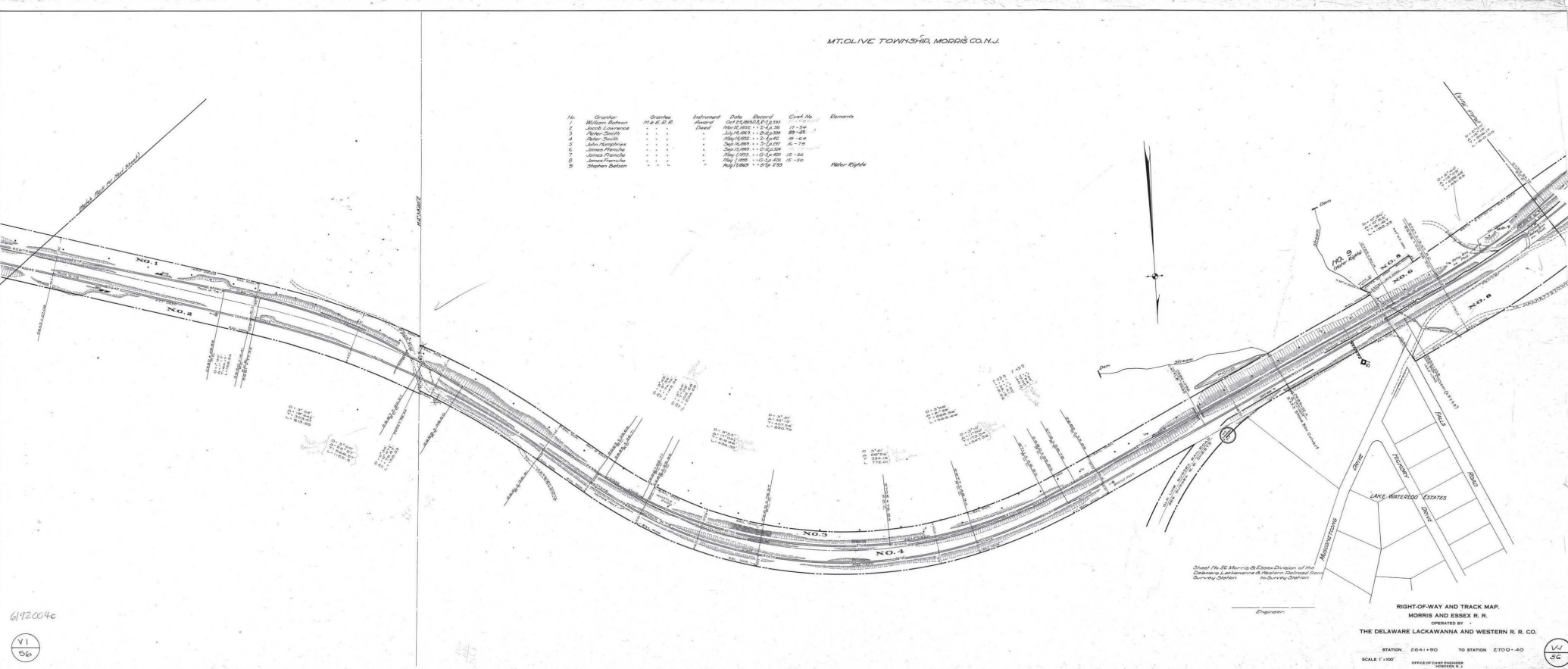
V-1
56

V-1 84.51 LC 6192 MP 57.0 - 57.6

MT. OLIVE TOWNSHIP, MORRIS CO. N.J.

No.	Grantor	Grantee	Instrument	Date	Record	Cont. No.	Remarks
1	William Babcock	M & E. R. R.	Plat	Oct 25, 1883	E-1133		
2	Joseph Lawrence	"	"	Mar 15, 1885	" 12-13	12-14	
3	Robert Smith	"	"	July 14, 1885	" 12-13	12-14	
4	Robert Smith	"	"	Aug 15, 1885	" 12-13	12-14	
5	John Hargrave	"	"	Sept 18, 1885	" 12-13	12-14	
6	James Planché	"	"	May 1, 1886	" 12-13	12-14	
7	James Planché	"	"	May 1, 1886	" 12-13	12-14	
8	James Planché	"	"	May 1, 1886	" 12-13	12-14	
9	Stephen Dalton	"	"	Aug 15, 1885	" 12-13	12-14	

Water Right

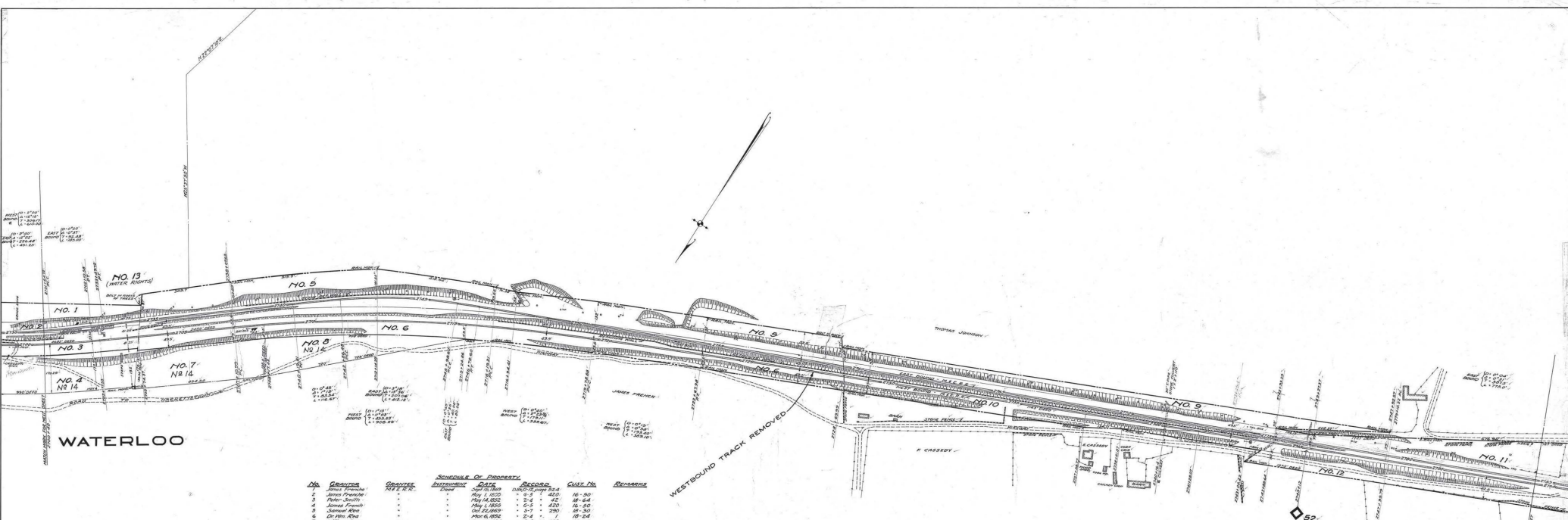


6192004c

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56

RIGHT-OF-WAY AND TRACK MAP.
MORRIS AND ESSEX R. R.
OPERATED BY
THE DELAWARE LACKAWANNA AND WESTERN R. R. CO.
STATION: 6841+80 TO STATION: 6700+40
SCALE: 1"=100'
OFFICE OF CHIEF ENGINEER
HARTMAN, N. J.

VI
56



No.	Grantee	SCHEDULE OF PROPERTY		REMARKS
		DATE	RECORD	
1	James French	May 1, 1905	6-2 420	16-50
2	James French	May 1, 1905	6-2 420	16-50
3	James French	May 1, 1905	6-2 420	16-50
4	James French	May 1, 1905	6-2 420	16-50
5	James French	May 1, 1905	6-2 420	16-50
6	James French	May 1, 1905	6-2 420	16-50
7	James French	May 1, 1905	6-2 420	16-50
8	James French	May 1, 1905	6-2 420	16-50
9	James French	May 1, 1905	6-2 420	16-50
10	James French	May 1, 1905	6-2 420	16-50
11	James French	May 1, 1905	6-2 420	16-50
12	James French	May 1, 1905	6-2 420	16-50
13	James French	May 1, 1905	6-2 420	16-50
14	James French	May 1, 1905	6-2 420	16-50

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
 AS OF OCT. 17, 1960
 FORMERLY
 OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 AS OF JULY 26, 1943
 RIGHT-OF-WAY AND TRACK MAP
 MORRIS AND ESSEX R. R.
 OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 MORRIS AND ESSEX DIVISION
 SCALE 1"=100' STATION 2700+40 TO STATION 2753+20
 OCT. 28, 1960

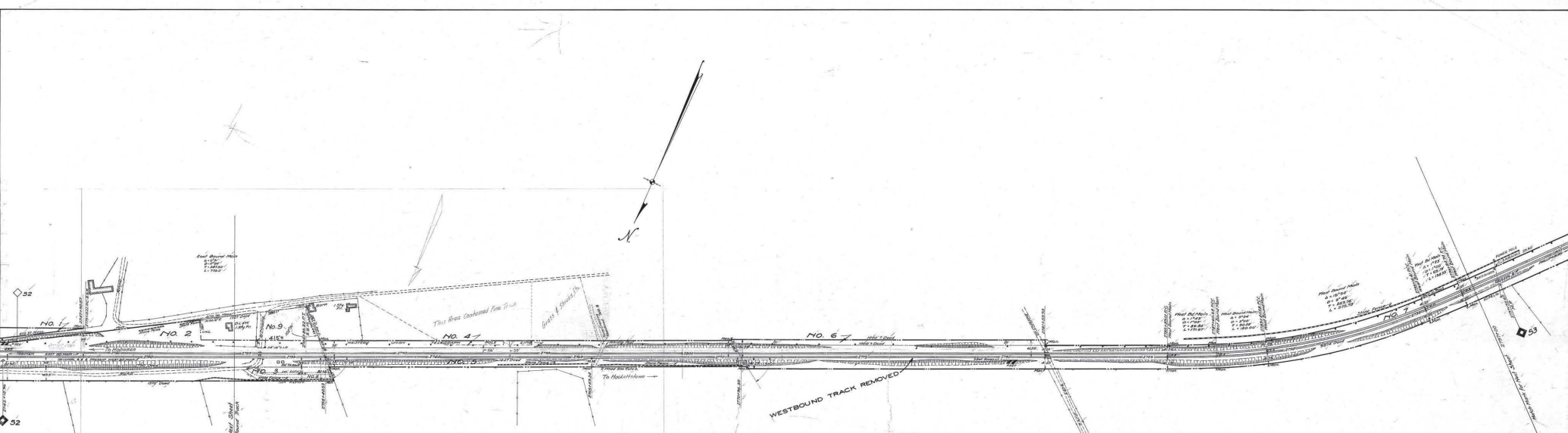
6192005

V-1
ST

MT OLIVE TOWNSHIP, MORRIS COUNTY, NEW JERSEY.

VS 8+51 LC 6172 MP 51.0 - 52.0

V-1
57



SCHEDULE OF PROPERTY					
NO.	GRANTOR	GRANTEE	INSTRUMENT	DATE	RECORD
1	Morris, Thinner and Wife	Morris and Essex Railroad Co.	Deed	June 3, 1869	Deed Book D-1, page 130
2	James C. Ayres and Wife	"	"	March 11, 1870	" 2-4 64
3	Thomas, Cassidy and Wife	"	"	June 28, 1869	" 2-1 302
4	Marion, Bush and Wife	"	"	March 18, 1869	" 2-18 355
5	John, Thinner and Wife	"	"	March 11, 1870	" 2-4 64
6	Heirs of Peter Smith	"	"	May 14, 1869	" 2-18 416
7	Peter, Smith	"	"	May 14, 1869	" 2-4 64
8	Alfred H. Sullivan	"	Agreement	Feb. 2, 1912	"
9	MAKES NO CLAIM	Alfred H. Sullivan	Deed	Dec. 3, 1912	"

Abandonment of Grade Crossing.
D. 908 A.C.

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
 AS OF OCT. 17, 1960
 FORMERLY
 OWNED AND OPERATED BY
 THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 AS OF JULY 26, 1948
 RIGHT-OF-WAY AND TRACK MAP
 MORRIS AND ESSEX R. R.
 CREATED BY
 THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 MORRIS AND ESSEX DIVISION

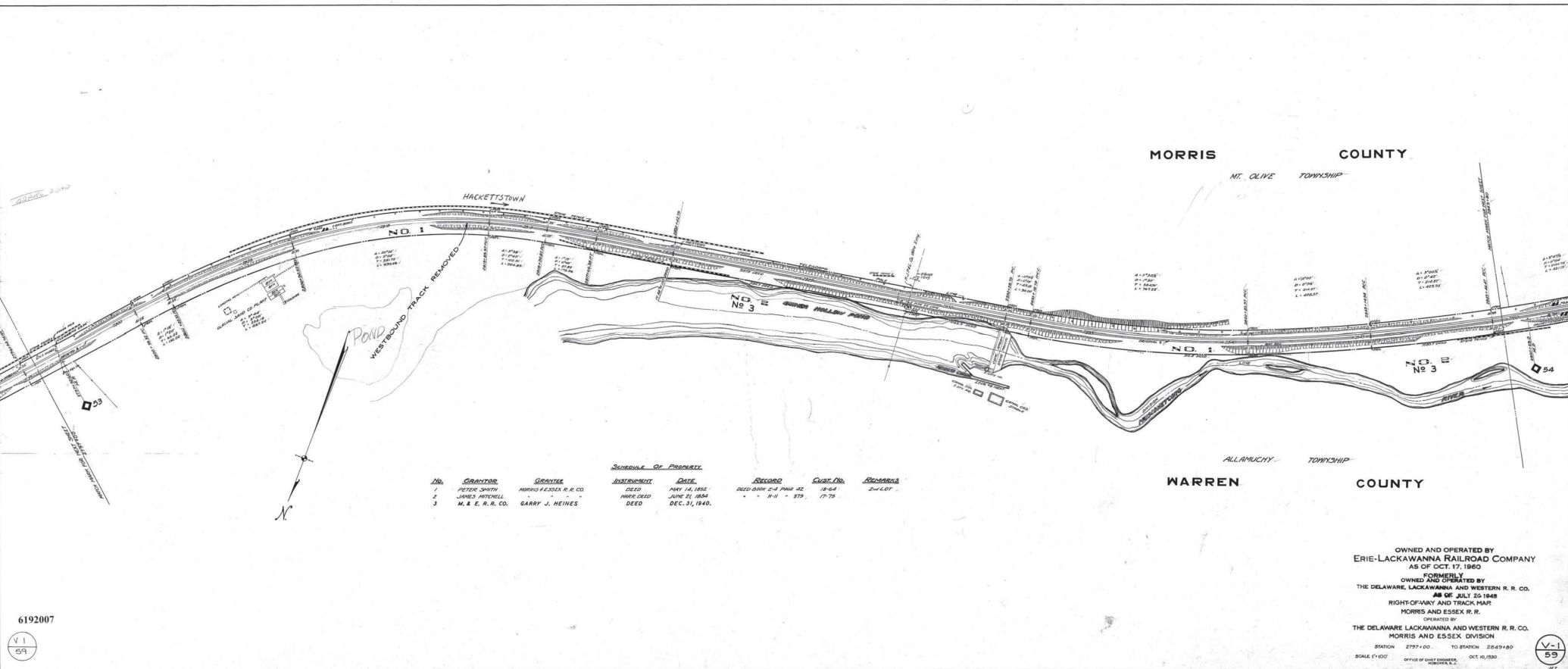
STATION 2752+20 TO STATION 2757+00
 SCALE 1"=100' OFFICE OF THE ENGINEER
 OCT. 31, 1960

ATLANTIC TOWNSHIP, MORRIS COUNTY, NEW JERSEY

6192006



VS 8451 10 6192 RP 52.0 - 53.0



No.	GRANTOR	GRANTEE	INSTRUMENT	DATE	RECORD	CURT. NO.	REMARKS
1	PETER SMITH	MORRIS & ESSEX R.R. CO.	DEED	MAY 14, 1882	DEED BOOK C-3 PAGE 42	18-64	2nd LOT
2	JAMES MITCHELL	" " "	PAID DEED	JUNE 21, 1884	" " " " "	17-75	
3	M. & E. R. R. CO.	GARRY J. HEINES	DEED	DEC. 31, 1849.			

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
 AS OF OCT. 17, 1960
 FORMERLY
 OWNED AND OPERATED BY
 THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 AS OF JULY 26, 1848
 RIGHT-OF-WAY AND TRACK MAP
 MORRIS AND ESSEX R. R.
 OPERATED BY
 THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
 MORRIS AND ESSEX DIVISION
 STATION 2777+00. TO STATION 2849+80
 SCALE 1"=100' OFFICE OF CHIEF ENGINEER, MORRIS, N. J. OCT. 10, 1960

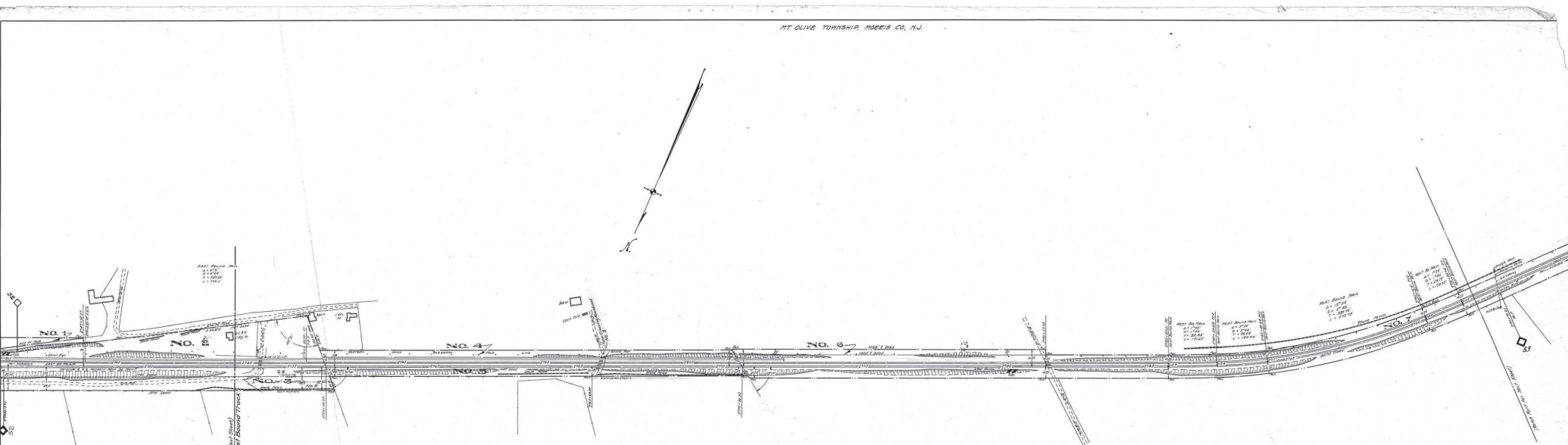
6192007

V-1
59

V-1
59

VS 8+51 LG 6192 MP 53.0-54.0

MT. OLIVE TOWNSHIP, MORRIS CO., N.J.



SCHEDULE OF PROPERTY							
NO.	OWNER	DATE	INSTRUMENT	ACRES	FEET	FEET	REMARKS
1	Morris and Essex Railroad Co.	June 4, 1889	Deed	1.00	100	100	
2	Morris and Essex Railroad Co.	March 1, 1891	"	1.00	100	100	
3	Morris and Essex Railroad Co.	June 30, 1889	"	1.00	100	100	
4	Morris and Essex Railroad Co.	March 18, 1900	"	1.00	100	100	
5	Morris and Essex Railroad Co.	March 1, 1891	"	1.00	100	100	
6	Morris and Essex Railroad Co.	July 15, 1900	"	1.00	100	100	
7	Morris and Essex Railroad Co.	July 15, 1900	"	1.00	100	100	
8	Morris and Essex Railroad Co.	February 2, 1912	Agreement	1.00	100	100	

Abandonment of Grade Crossing

Sheet No. 28 Morris & Essex Division of the
Delaware, Lackawanna & Western Railroad from
Survey Station 100+00 to Survey Station 100+100

Engineer

RIGHT-OF-WAY AND TRACK MAP,
MORRIS AND ESSEX R. R.
OPERATED BY
THE DELAWARE LACKAWANNA AND WESTERN R. R. CO.
MORRIS AND ESSEX DIVISION.
STATION 215.2+20 TO STATION 219+20
SCALE 1"=100' OFFICE OF CHIEF ENGINEER
JANUARY 1912

V-1
SB

6192006

MT. OLIVE TOWNSHIP, MORRIS CO., N.J.

No.	GRANTEE	GRANTEE	SCHEDULE OF PROPERTY		RECORD	GROSS No.	REMARKS
			DATE	DATE			
1.	Peter Smith	Morris & Essex R.R. Co.	Dead	May 14, 1852	Morris Co. Dead Book 2-4 page 42	18-64	2nd lot
2.	James Mitchell	"	"	June 21, 1854	"	17-71	"
3.	Geo. W. H. H. & W. H.	"	"	June 13, 1854	Warren Co. " 7465	277	18-23
4.	H. R. H. H. & W. H.	"	"	Sept. 18, 1854	"	7465	277
5.	John H. H. & W. H.	"	"	March 10, 1854	"	7465	277
6.	Capen Jones	"	"	Sept. 8, 1854	"	7465	277
7.	Peter Macklow & W. H.	"	"	June 16, 1871	"	7465	277
8.	Peter Macklow & W. H.	"	"	March 10, 1852	"	7465	277
9.	George S. Smith	"	"	August 11, 1852	"	7465	277
10.	George S. Smith	"	"	March 11, 1852	"	7465	277
11.	M. & E. R. R. CO.	GARRY J. HEINES	"	DEC. 31, 1840	"	7465	277

RAILWAY VALUATION STATION
2862+29.22+/-
COUNTY LINE.

MORRIS COUNTY, NEW JERSEY

WARREN COUNTY, NEW JERSEY

Hackettstown, N.J.

WESTBOUND TRACK REMOVED

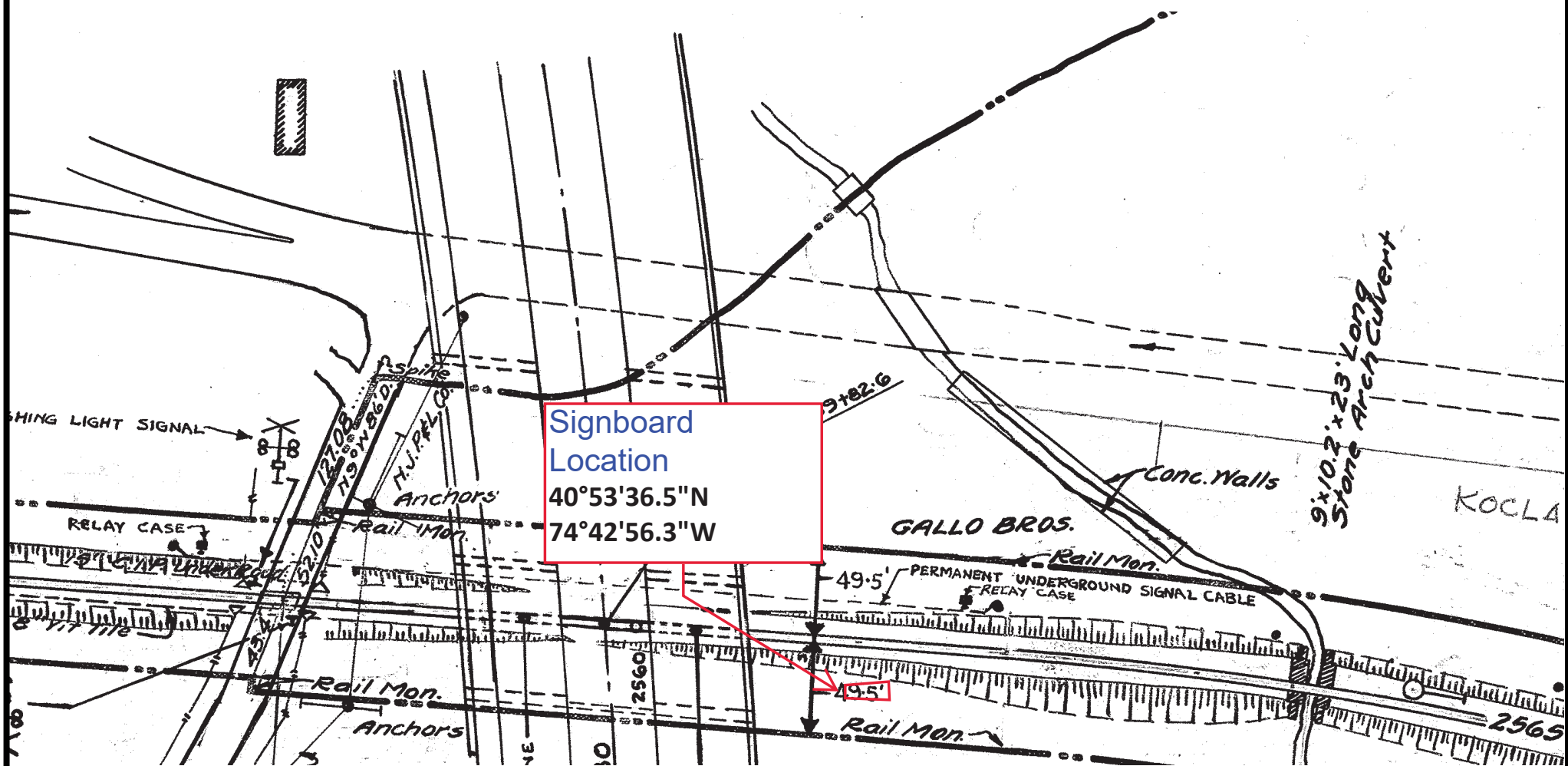
6192008

ALLAMUCHY TOWNSHIP, WARREN CO., N.J.

TOWN OF HACKETTSTOWN, WARREN CO., N.J.

OWNED AND OPERATED BY
ERIE-LACKAWANNA RAILROAD COMPANY
AS OF OCT. 17, 1960
FORMERLY
OWNED AND OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
AS OF JULY 26, 1958
RIGHT-OF-WAY AND TRACK MAP
MORRIS AND ESSEX R. R.
OPERATED BY
THE DELAWARE, LACKAWANNA AND WESTERN R. R. CO.
MORRIS AND ESSEX DIVISION
SCALE 1"=100' STATION 2861+00 TO STATION 2862+00
OCT. 2, 1958

16 8451 LC 6192 MP 54.0 - 55.0



SIGNBOARD
WASHINGTON SECONDARY
MOUNT OLIVE TOWNSHIP, MORRIS COUNTY
MONOPOLE STATIC SIGNBOARD
2 - (14' X 48') FACES
EXHIBIT B

Washington Secondary Purchase and Sale Agreement
Exhibit F NS Owner's Affidavit

March 2 , 2023

New Jersey Transit Corporation
One Penn Plaza East
Newark, New Jersey 07105

**Re: Sale to New Jersey Transit Corporation
Washington Secondary Track MP 48.1 to
MP 57.25**

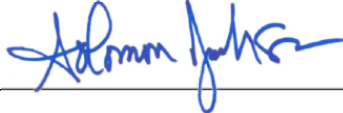
Dear Sir or Madam:

This letter is in reference to the sale and exchange of certain properties between New Jersey Transit Corporation ("NJ Transit") and Norfolk Southern Railway Company ("NS") in the cities of Counties of Warren and Morris, New Jersey as more particularly described on Exhibit "A" attached hereto.

This is to certify that NS will indemnify and save harmless NJ Transit from and against any: (i) liens (including mechanic's liens for labor and materials furnished to the Property at the request of NS; (ii) judgments against NS arising after January 1, 1983 and recorded prior to the date of closing; and (iii) real estate and franchise taxes assessed against the Property which are due by NS for the period from April 7, 2000 to the date of closing.

Very truly yours,

Norfolk Southern Railway Company

By:  _____

Attachment

Real Estate Manager

COUNTY OF WARREN

STATE OF NEW JERSEY

LINE CODE 6192

ALL RIGHT TITLE AND INTEREST IN THAT RAILWAY LINE BEING IN COUNTY OF WARREN, STATE OF NEW JERSEY; (BEING A PORTION OF THE Former Erie Lackawanna Railway Company) main track and identified as Line Code 6192 in the records of the United States Railway Association, situate in the County of Warren and State of New Jersey, BEING KNOWN AS THE ERIE LACKAWANNA WASHINGTON LINE, PHILLIPSBURG BRANCH COMPRISED OF LAND AND RIGHT OF WAY FOR MAIN TRACKS. BRANCH LINES, SIDINGS AND OTHER APPURTENANT RAILROAD FACILITIES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PORTION OF A RAILROAD BEGINNING AT THE COMMON LINE BETWEEN MORRIS COUNTY AND WARREN COUNTY, SAID POINT BEING FURTHER IDENTIFIED AS RAILWAY VALUATION STATION **2862+29.22, MORE OR LESS**, AS SHOWN ON RAILWAY VALUATION MAP **V-1/60, 6192008**, THENCE, CONTINUING WITH SAID RAILWAY ALONG THE RAILWAY CENTERLINE IN A GENERALLY SOUTHWESTERLY DIRECTION WITH A STRIP OF LAND OF VARYING WIDTH ON EACH SIDE OF CENTERLINE OF TRACK A DISTANCE OF **15,990.78 FEET, MORE OR LESS**, TO A **POINT OF TERMINUS**, SAID POINT BEING FURTHER IDENTIFIED AS RAILWAY VALUATION STATION **3022+20** , MORE OR LESS, AS SHOWN ON RAILWAY VALUATION MAP **V-1/63, 6192011**, BEING THE NORTHERLY RIGHT OF WAY LINE OF 3RD AVENUE, SAID LINE OF RAILROAD BEING SUBSTANTIALLY AS SHOWN ON RAILWAY VALUATION MAPS **V-1/60 THROUGH V-1/63**, INCLUSIVE, ATTACHED HERETO AND MADE A PART HEREOF.

POINT OF TERMINUS BEING FURTHER IDENTIFIED ON **RAILWAY DRAWING RC-2023-3**

BEING a portion of the same property conveyed to Pennsylvania Lines LLC, a Delaware limited liability company which merged into PRR Newco, Inc. a Virginia Corporation as the surviving entity, which in turn merged into Grantor herein, as the surviving entity) by Consolidated Rail Corporation by Quitclaim Deed dated June 1, 1999 and recorded in the Warren County Register's Office at Deed Book 1644, Page 085 on August 31, 1999.

COUNTY OF MORRIS

STATE OF NEW JERSEY

LINE CODE 6192

ALL RIGHT TITLE AND INTEREST IN THAT RAILWAY LINE BEING IN COUNTY OF MORRIS, STATE OF NEW JERSEY; (BEING A PORTION OF THE Former Erie Lackawanna Railway Company) main track and identified as Line Code 6192 in the records of the United States Railway Association, situate in the County of Morris and State of New Jersey, BEING KNOWN AS THE ERIE LACKAWANNA WASHINGTON LINE, PHILLIPSBURG BRANCH COMPRISED OF LAND AND RIGHT OF WAY FOR MAIN TRACKS. BRANCH LINES, SIDINGS AND OTHER APPURTENANT RAILROAD FACILITIES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PORTION OF A RAILROAD BEGINNING AT A MUTUAL BOUNDARY LINE OF PROPERTY CURRENTLY OWNED BY NEW JERSEY TRANSIT CORPORATION AND NORFOLK SOUTHERN RAILWAY COMPANY, BEING AT railway valuation station 2537+05 RAILWAY MILEPOST 48.1; MORE OR LESS; SAID POINT OF BEGINNING BEING SHOWN ON RAILWAY VALUATION MAPS V-10/1, 6191001, & V-1/54, 6192001.

THENCE, CONTINUING WITH SAID RAILWAY ALONG THE RAILWAY CENTERLINE IN A GENERALLY WESTERLY DIRECTION WITH A STRIP OF LAND OF VARYING WIDTH ON EACH SIDE OF CENTERLINE OF TRACK A DISTANCE OF **32,524.22 FEET, MORE OR LESS**, TO A POINT AT THE COUNTY LINE BETWEEN MORRIS COUNTY AND WARREN COUNTY, SAID POINT BEING FURTHER IDENTIFIED AS RAILWAY VALUATION STATION **2862+29.22, MORE OR LESS**, AS SHOWN ON RAILWAY VALUATION MAP **V-1/60, 6192008**. SAID LINE OF RAILROAD BEING SUBSTANTIALLY AS SHOWN ON RAILWAY VALUATION MAPS **V-10/1, V-1/54 THROUGH V-1/60**, INCLUSIVE, ATTACHED HERETO AND MADE A PART HEREOF.

BEING a portion of the same property conveyed to Pennsylvania Lines LLC, a Delaware limited liability company which merged into PRR Newco, Inc. a Virginia Corporation as the surviving entity, (which in turn merged into Grantor herein, as the surviving entity) by Consolidated Rail Corporation by Quitclaim Deed dated June 1, 1999 and recorded in the Morris County Clerk's Office at Deed Book 5047, Page 195 on September 2, 1999.

Washington Secondary Purchase and Sale Agreement
Exhibit G Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT FOR DISPOSITION OF LICENSES

This Assignment and Assumption Agreement for Disposition of Licenses (this “Agreement”), dated this ____ day of _____, 20____ (the “Effective Date”), is made by and between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, hereinafter called “NSR”, and NEW JERSEY TRANSIT CORPORATION, an instrumentality of the State of New Jersey, hereinafter called “NJ TRANSIT”. NSR and NJ TRANSIT are sometimes referred to herein individually as a “Party” and, collectively, as the “Parties”.

W I T N E S S E T H:

WHEREAS, NSR (as successor in interest to Consolidated Rail Corporation (“Conrail”)) and NJT are parties to that certain Lease Agreement dated April 28, 1994, extended by that certain supplemental agreement dated October 19, 2001, and further extended by amendments dated October 1, 2007 and October 11, 2018 (collectively, the “Lease”) governing the lease of the Premises (as defined in the Lease); and

WHEREAS, NJT constructed rail infrastructure improvements on the Premises in order to commence commuter rail service on the Premises and to allow continued operation of freight service; and

WHEREAS, Section 30 of the Lease included an Option to Purchase (as defined in the Lease) with respect to all or a portion of the Premises, to be exercised as prescribed therein; and

WHEREAS, on March 26, 2021, NJT exercised the Option to Purchase with respect to the portion of the Premises between Milepost 48.1 and Milepost 57.25 near the northeast side of the private grade crossing near 3rd Avenue in Hackettstown, New Jersey (the “Purchased Premises”); and

WHEREAS, NSR and NJT are parties to that certain Contract for Purchase and Sale dated as of [date] (the “PSA”), pursuant to which NJT is purchasing from NSR, and NSR is selling to NJT, the Purchased Premises; and

WHEREAS, NSR AND NJT are parties to a certain First Operating Agreement that govern their respective railroad operations on the Purchased Premises (“Operating Agreement”); and

WHEREAS, NSR is a party to certain license agreements with other third parties for various communication and utilities on the Purchased Premises (each a “License” and collectively as “Licenses”), a list of each License is set forth in Exhibit A, attached hereto and made a part hereof ; and

WHEREAS, NSR and NJT desire to make accommodations for the ongoing occupation of the Purchased Premises by the facilities that are the subject of each License;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into this Agreement as if fully set forth herein.

2. NJ TRANSIT acknowledges that NSR has provided to NJ TRANSIT the Licenses listed on Exhibit A. Except as and subject to the conditions set forth in Section 3 NSR hereby assigns to NJ TRANSIT all of NSR's right, title and interest in and to the Licenses listed on Exhibit A. Within [sixty (60)] days after the Closing Date, the Parties shall provide written notice, in form mutually satisfactory to NSR and NJ TRANSIT, to the counterparty under each License (each a "Licensee") that the Property has been sold to NJ TRANSIT, that each License is terminated, and that such License is to be replaced with a Railroad Property Construction and/or Occupancy Permit (an "NJT Permit") to be executed by NJ TRANSIT and such Licensee. Each NJT Permit shall be substantially in the form set forth in **Exhibit B** attached hereto and made a part hereof.

3. Notwithstanding the provisions of Section 2 above, (a) NSR retains the right to receive all payments of compensation for occupation of the Purchased Premises under each License, (b) each NJT Permit shall contain terms of compensation payable by the associated Licensee that are identical to the terms of compensation set forth in the associated License, and (c) NJ TRANSIT shall direct each Licensee to continue paying any recurring compensation for occupation of the Purchased Premises to NSR. NSR shall have the right to enforce the obligation to pay NSR by any Licensee. NJ TRANSIT shall not have any obligation to enforce the payment obligation by the Licensee.

4. NSR hereby indemnifies and agrees to hold harmless NJ TRANSIT from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages and expenses of any nature whatsoever (including, but without limiting the generality of the foregoing, actual attorneys' fees and court costs) which NJ TRANSIT may incur, sustain or suffer or which may be asserted or charged against NJ TRANSIT, arising out of, pertaining to or in any way connected with NSR's obligations, duties and liabilities under the Licenses occurring prior to the date hereof or for claims or disputes related to payment of compensation to NS pursuant to this Agreement or any NJT Permit.

5. Except as provided in the Operating Agreement, as amended from time to time, NJ TRANSIT hereby indemnifies and agrees to hold harmless NSR from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages and expenses of any nature whatsoever (including, but without limiting the generality of the foregoing, actual attorneys' fees and court costs) which NSR may incur, sustain or suffer or which may be asserted or assessed against NSR on or after the date hereof, arising out of, pertaining to or in any way connected with the NJ TRANSIT's obligations, duties and liabilities under the NJT Permits.

6. Neither this Agreement nor any term, provision or condition hereof may be changed, amended, or modified, and no obligation, duty or liability of any party hereto may be released, discharged or waived, except in a writing signed by all parties hereto.

7. Notices. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered, or certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below.

NSR:

NJT:

Solomon Jackson
Director - Real Estate
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, Georgia 30308

Chief of Real Estate
New Jersey Transit
One Penn Plaza East,
Newark, NJ 07105

With copies to:

General Attorney - Real Estate
Norfolk Southern Corporation
650 West Peachtree Street NW
Atlanta, GA 30308

General Counsel
New Jersey Transit
One Penn Plaza East, 9th Floor
Newark, NJ 07105

8. Ownership. NSR warrants and represents that (i) it is the sole owner of all of its rights in each License and (ii) it has not encumbered, assigned or granted a security interest therein.

9. No Liability Assumed. By acceptance of this Agreement, NJT does not assume any of NSR's obligations or liabilities under any of the Licenses that preexisted the Closing Date.

10. Miscellaneous Provisions.

- (a) This Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof and cannot be varied except by the written agreement of the Parties. No representation, promise, or inducement not included in this Agreement shall be binding upon the Parties.
- (b) All the terms and conditions of this Agreement are hereby made binding on the respective successors and permitted assigns of the Parties.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- (d) This Agreement shall not be effective or binding until fully executed by the Parties.
- (e) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

- (f) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- (g) The Parties agree that this Agreement may be transmitted between them by facsimile machine or electronic mail. The Parties intend that faxed or scanned signatures shall constitute original signatures and that a faxed or electronically mailed agreement containing the signatures (faxed or scanned) of all the Parties is binding on the Parties.
- (h) This Agreement may be signed in one or more counterparts, each of which will constitute an original and all of which shall comprise one and the same Agreement.
- (i) All potential liability of NJT hereunder will be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. No covenant, representation, or obligation of NJT will be deemed or construed to create or constitute a debt, liability, loan or pledge to the credit of the State of New Jersey.

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IN WITNESS WHEREOF, NSR and NJ TRANSIT have hereunto set their hands under seal the day and year first above written.

EXECUTED in duplicate, each part being an original, as of the day and year set forth above.

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
[NS SIGNATORY]
[NS SIGNATORY TITLE]

NEW JERSEY TRANSIT CORPORATION

By: _____

Washington Secondary - License Agreements

Morris County						
Cust #	Old Cust	Other Party	Document Type / Use		City	Exec Date
<u>100894</u>	233567	NEW JERSEY BELL TELEPHONE COMPANY	WIRE	NETCONG STATION		10/05/1979
<u>100961</u>	233558	NEW JERSEY BELL TELEPHONE COMPANY	WIRE	NETCONG		10/05/1979
<u>109679</u>	255097	BELL ATLANTIC NJ	WIRE	NETCONG STATION		12/07/1982
<u>112678</u>	332781	NEW JERSEY FOREIGN TRADE ZONE VENTURE	PIPE - SEWER	MOUNT OLIVE		09/29/1998
<u>113734</u>	265392	JERSEY CENTRAL POWER AND LIGHT COMPANY	WIRE	MOUNT OLIVE TOWNSHIP		04/18/1974
<u>113736</u>	265388	NEW JERSEY POWER & LIGHT COMPANY	WIRE	MOUNT OLIVE		07/20/1964
<u>114191</u>	265542	NEW JERSEY POWER & LIGHT COMPANY	WIRE	MOUNT OLIVE TOWNSHIP		04/22/1929
<u>114753</u>	265453	NEW JERSEY POWER & LIGHT COMPANY	WIRE	MOUNT OLIVE		08/19/1970
<u>114754</u>	265459	NEW JERSEY POWER & LIGHT COMPANY	WIRE	MOUNT OLIVE		07/14/1933
<u>114967</u>	265818	BELL ATLANTIC NJ	WIRE	MOUNT OLIVE TOWNSHIP		11/03/1971
<u>116287</u>	262255	PUBLIC SERVICE ELECTRIC AND GAS COMPANY	WIRE	MOUNT OLIVE		05/04/1971
<u>116752</u>	268618	NEW JERSEY AMERICAN WATER COMPANY	PIPE - WATER	MT OLIVE TOWNSHIP NETCONG STATION		03/23/1984
<u>121135</u>	276686	TOWNSHIP OF MOUNT OLIVE	PIPE - SEWER	MT OLIVE		06/26/1973
<u>128531</u>	286721	NEW JERSEY NATURAL GAS COMPANY	PIPE - NATURAL GAS	NETCONG		08/19/1986
<u>128543</u>	287607	NEW JERSEY FOREIGN TRADE ZONE VENTURE BY ROCK MORRIS INC	PIPE - WATER	NETCONG STATION		09/09/1986
<u>128712</u>	286720	NEW JERSEY NATURAL GAS COMPANY	PIPE - NATURAL GAS	NETCONG		08/19/1986
<u>129322</u>	287280	JERSEY CENTRAL POWER & LIGHT COMPANY	PIPE - NATURAL GAS	MOUNT OLIVE		06/26/1986
<u>129361</u>	287365	NEW JERSEY FOREIGN TRADE ZONE VENTURE	PIPE - WATER	NETCONG		09/03/1986
<u>130325</u>	278884	NEW JERSEY FOREIGN TRADE ZONE VENTURE	PIPE - WATER	NETCONG STATION		05/29/1985
<u>130486</u>	275024	NEW JERSEY AMERICAN WATER COMPANY	PIPE - WATER	NETCONG STATION		10/12/1984
<u>136905</u>	284253	NEW JERSEY NATURAL GAS COMPANY	PIPE - NATURAL GAS	NETCONG STATION		06/09/1986
<u>288402</u>		PEG BANDWIDTH LLC	CABLE - FIBER OPTIC	MT OLIVE		04/21/2015
<u>288403</u>		PEG BANDWIDTH LLC	CABLE - FIBER OPTIC	MT OLIVE		04/21/2015
<u>325224</u>	L-5189	NEW JERSEY BELL TELEPHONE CO	CABLE - TELEPHONE	MOUNT OLIVE		09/03/1971
<u>330110</u>	L-4445	NEW JERSEY POWER AND LIGHT CO	WIRE	MOUNT OLIVE TWP.		09/07/1945
<u>330113</u>	L-4448	NEW JERSEY POWER AND LIGHT CO	WIRE	MOUNT OLIVE TWP.		03/21/1947
<u>330713</u>	L-4142	NEW JERSEY BELL TELEPHONE CO	CABLE - TELEPHONE	MOUNT OLIVE		06/14/1963

Washington Secondary - License Agreements

Warren County						
Cust #	Old Cust	Other Party	Document Type	City	Exec Date	
<u>104751</u>	304522	BELL ATLANTIC NJ	WIRE	HACKETTSTOWN	10/12/1992	
<u>107700</u>	243362	CATV SERVICE COMPANY	WIRE	HACKETTSTOWN	01/15/1968	
<u>107701</u>	243361	CATV SERVICE COMPANY	WIRE	HACKETTSTOWN	12/04/1967	
<u>113500</u>	265470	NEW JERSEY POWER & LIGHT COMPANY	WIRE	HACKETTSTOWN	10/06/1932	
<u>113501</u>	265469	NEW JERSEY POWER & LIGHT COMPANY	WIRE	HACKETTSTOWN	04/22/1929	
<u>114669</u>	265442	NEW JERSEY POWER & LIGHT COMPANY	WIRE	HACKETTSTOWN	04/15/1966	
<u>115158</u>	258518	ELIZABETHTOWN GAS COMPANY	PIPE - NATURAL GAS	HACKETTSTOWN	11/15/1973	
<u>116127</u>	265468	JERSEY CENTRAL POWER & LIGHT	WIRE	HACKETTSTOWN	07/02/1958	
123312	293765	JERSEY CENTRAL POWER & LIGHT COMPANY	WIRE	HACKETTSTOWN	11/23/1988	
<u>124460</u>	299065	JERSEY CENTRAL POWER AND LIGHT COMPANY	WIRE	HACKETTSTOWN	04/30/1990	
<u>176447</u>		PSEG SOLAR SOURCE LLC	WIRE	HACKETTSTOWN	01/26/2009	
<u>329901</u>	4971	NEW JERSEY BELL TELEPHONE COMPANY	CABLE - TELEPHONE	HACKETTSTOWN	12/26/1969	
330124	L-4484	THE INHABITANTS OF THE TOWN OF HACKETTSTOWN	PIPE - DRAINAGE	HACKETTSTOWN	09/27/1965	
<u>330125</u>	L-4485	THE INHABITANTS OF THE TOWN OF HACKETTSTOWN	PIPE - WATER	HACKETTSTOWN	09/27/1965	
330152	L-4566	NEW JERSEY POWER AND LIGHT CO	WIRE	HACKETTSTOWN	04/08/1966	
<u>330161</u>	L-4599	NEW JERSEY POWER AND LIGHT CO	WIRE	HACKETTSTOWN	09/15/1966	
330697	L-4063	NEW JERSEY POWER AND LIGHT CO	CABLE - TELEPHONE	HACKETTSTOWN	10/06/1962	
<u>98457</u>	217004	BELL ATLANTIC NJ	WIRE	HACKETTSTOWN	06/20/1977	
<u>330737</u>	L-4234	NEW JERSEY BELL TELEPHONE CO	WIRE	HACKETTSTOWN	02/19/1964	

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NEW JERSEY TRANSIT CORPORATION
RAILROAD PROPERTY CONSTRUCTION AND/OR OCCUPANCY PERMIT

PERMIT NO.

New Jersey Transit Corporation (NJ TRANSIT) hereby grants permission to the Permittee: [Insert Name]

to continue to occupy the property of NJ TRANSIT solely for the location of the facility described in and as contemplated by the agreement between Permittee and Norfolk Southern Railway Company ("NSR") dated [date] for a term of [insert term] (the "Initial Term"), which Initial Term will commence on the date of execution of this Permit by NJ TRANSIT.

This Permit is non-exclusive and is for the sole purpose of permitting the Permittee to occupy NJ TRANSIT property as specifically stated above (such property the "Premises"). This Permit shall not be construed to permit the Permittee to locate any other or different facilities or objects on NJ TRANSIT property, except as expressly provided for herein. Furthermore, this Permit shall not prevent NJ TRANSIT from locating or permitting others to locate objects or other facilities on, over, below or across the Permittee's facilities (the "Facilities"), so long as it does not unreasonably interfere with the Permittee's use as permitted herein. This Permit shall not be deemed or construed as transferring to Permittee any interest in the land of NJ TRANSIT or any right in the nature of an interest in land, irrespective of any expenditure by Permittee for the Facilities.

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This Permit is subject to the following conditions, restrictions, reservations and covenants.

1. The Permittee agrees to comply with the rules on Use or Occupancy of State-owned Railroad Property, codified at NJAC 16:77 et. seq., as if they were set forth in their entirety herein. The provisions of this Permit and all rights and obligations herein shall be governed by and construed in accordance with the laws of the State of New Jersey and applicable federal laws.

2. (a)

In consideration of the Permittee's occupation of the Premises as permitted hereby, the Permittee shall pay the fees set forth in **Exhibit A** attached hereto and made a part hereof. Norfolk Southern Railway Company is hereby designated as a third party beneficiary with full right to enforce this Section 2(a).

(b) Following the end of the Initial Term, this Permit will automatically be extended on a year-to-year basis (each an "Extension Term") until terminated by NJ TRANSIT by providing notice to the Permittee. The occupancy fee for each Extension Term shall be subject to change in accordance with the fee schedule rates in effect at that time. The term "Term" means the Initial Term and/or any Extension Term(s), as the context requires.

3. [Reserved]

4. It is expressly understood that at least fourteen (14) days prior to any
Exhibit B - Special Permit Form – Washington Secondary NS to NJT Transaction 09.26.23

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maintenance, repair, removal, change of location or use of the Facilities (collectively, "Operations") that requires access to the Premises, the Permittee must contact NJ TRANSIT Rail Operations, Manager Right-of-Way Engineering or his representative at (973) 491-7200 and any other appropriate NJ TRANSIT Rail Operations offices to coordinate any such Operations with inspection, flagmen, and railroad operations. In each instance in which Operations requiring access to the Premises are performed, the Permittee shall ensure that a copy of all associated and approved plans are available on site until completion of such Operations.

5. [Reserved]

6. The Permittee must contact NJ-1-Call at (800) 272-1000 to identify buried third party facilities prior to performing any excavation work within the Premises or any other NJ TRANSIT property. If the Permittee fails to timely provide such notification to NJ-1-Call in a given instance, this Permit will be subject to immediate cancellation by NJ TRANSIT.

7. [Reserved]

8. Any sign placed on NJ TRANSIT property shall be designed and installed in exact compliance with the "Specifications For Pipeline Occupancy of New Jersey Transit Property" Form EP-2, which states all pipelines (except those in streets where it would not be practical to do so) shall be prominently marked at rights-of-way limits (on both sides of track for undercrossings) by durable weatherproof

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signs. Signs shall include the following:

1. Name and address of Owner
2. Contents of Pipe
3. Pressure in Pipe
4. Depth of pipe below grade at point of sign
5. Emergency telephone in the event of pipe rupture

The material, size of lettering and the method of installation of the signs shall be as approved by the Chief Engineer of NJ TRANSIT. For pipelines running longitudinally on NJ TRANSIT property, signs shall be placed over the pipe (or offset and appropriately marked) at all changes in direction of the pipeline. Such signs also shall be located so that, when standing at one sign, the next adjacent sign in either direction is visible. In no event shall any signs be placed less than 500 feet apart unless otherwise specified by the Chief Engineer-Structures of NJ TRANSIT.

9. The Permittee agrees that it will, at its own sole cost and expense, at all times during the performance of any Operations requiring access to the Premises, (i) support and sustain the tracks and roadbed on which NJ TRANSIT conducts railroad operations, to the end that traffic thereon shall not be hindered or delayed, and (ii) upon completion of Operations in a given instance, restore the tracks and roadbed to the same or as good condition as before such Operations were commenced.

10. It is expressly understood that, upon the written request of NJ TRANSIT, the

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Permittee shall promptly change the location of the Facilities, or any of them, at any time hereafter at the sole expense of the Permittee and within 30 days after such request is made, so as to enable NJ TRANSIT to make any alterations or improvements upon its property and any changes in or additions to its facilities that it may deem necessary or advisable hereafter at any time, and nothing herein contained shall in any way be so construed as to limit NJ TRANSIT in the full and free use and occupation of the full width of its right-of-way and property at the Premises.

11. The Permittee shall ensure that all Operations are designed so that adequate and uninterrupted drainage of railroad right-of-way is maintained. If, in the course of performing Operations, it is necessary to block a ditch, pipe, or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by NJ TRANSIT. Upon completion of such Operations in a given instance, the Permittee shall, at its sole costs and expense, remove all temporary facilities and restore all affected permanent facilities.

12. The Permittee shall not foul any track on NJ TRANSIT-owned or -operated railroad property during Operations, except when flagmen or signalmen are present. Cranes, trucks, motor shovels, or any other equipment shall be considered as fouling tracks when working in such a position that failure of the same, with or without load, brings the equipment within the fouling limit.

13. (a) NJ TRANSIT reserves the right to enter upon the Premises and perform

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necessary emergency precautions, including the furnishing of material, whenever, in the opinion of NJ TRANSIT Rail Operations Manager Right-of-Way Engineering and/or the NJ TRANSIT designee, Operations are in such condition as to endanger operating trains, operating facilities, public facilities, and/or the general public. The Permittee shall make full restitution to NJ TRANSIT Rail Operations and/or NJ TRANSIT for all costs incurred by this action.

(b) In addition to the inspection performed by NJ TRANSIT Rail Operations personnel, NJ TRANSIT reserves the right to inspect work performed on the Premises to ensure the work conforms to the plans, specifications, and/or permit requirements. In conjunction with the above inspections, the Permittee shall contact NJ TRANSIT Rail Operations, Manager Right-of-Way Engineering, or his representative, telephone (973) 491-7200, at least fourteen (14) business days prior to the desired date of construction for his or her approval of methods of installation and related matters, as well as inspection coordination.

(c) The Permittee shall reimburse NJ TRANSIT Rail Operations or its agents or assigns, as the case may be, for all inspection services provided by NJ TRANSIT Rail Operations or its contractors, agents or assigns, as the case may be, in conjunctions with Operations, which may include, but is not limited to, watchmen, operators, flagmen, and others to insure the safe operation of trains. It will be the responsibility of NJ TRANSIT Rail Operations or its assigns to submit an itemized invoice to the Permittee of all charges with a copy to NJ TRANSIT after Operations requiring access to the Premises in a given instance have been completed. The Permittee must show evidence by a signed receipt from NJ TRANSIT Rail

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Operations or its contractors, agents or assigns, as the case may be, that the above mentioned invoice is paid in full before the Facilities will be accepted as complete by NJ TRANSIT and allowed back into operation.

(d) In the event the Facilities consist of an underground occupation, the Permittee will be responsible for any settlement cost to the roadbed, right-of-way, and/or tracks, facilities and appurtenances of NJ TRANSIT arising from, or as a result of, the Facilities for a period of three (3) years subsequent to the date of completion of any Operations involving excavation or other underground work, and the Permittee shall pay to NJ TRANSIT Rail Operations, on demand, the full cost and expense therefor.

(e) Final acceptance of Operations requiring access to the Premises is dependent in each instance upon full reimbursement of all associated costs incurred by NJ TRANSIT Rail Operations or NJ TRANSIT or both.

14. The Permittee shall be responsible for obtaining all appropriate documentation associated with any Operations and shall be subject to all applicable NJ TRANSIT rules and general conditions, municipal ordinances, rules, and regulations, and all applicable State and Federal laws and regulations. All employees, agents, contractors, servants and officials of the Permittee must be safety trained prior to entering NJ TRANSIT property.

15 (a) The Permittee shall have the responsibility during the Term to maintain the Facilities in a safe and proper manner, to the satisfaction of the NJ TRANSIT and

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NJ TRANSIT Rail Operations.

(b) In the event of an emergency impacting or implicating the Facilities, the Permittee shall take immediate corrective action and shall notify NJ TRANSIT Rail Operations Chief Dispatcher's office at (973) 491-7200.

16. INDEMNIFICATION:

(a) The Permittee shall indemnify, defend, keep and save harmless the State of New Jersey, NJ TRANSIT, NJ TRANSIT Rail Operations, NJ TRANSIT's contract operators, other railroad(s) operating on the Premises and Norfolk Southern Railway Company, and their respective successors, assigns, contractors, agents, employees, servants or officials, and each and every one of them or any other designee of NJ TRANSIT (collectively, the "Indemnified Parties"), against all claims, just or unjust, made against the Indemnified Parties on account of injuries, deaths, losses of any kind whatsoever, damages, suits, liabilities, judgments, claims for infringement of patent, trademark or copyright, cost and expenses which may in anywise accrue against the Indemnified Parties in consequence of the granting of a Permit or which may in anywise result therefrom, and whether or not it shall be alleged or determined that the cause thereof was the negligent acts or omissions of the Indemnified Parties and the Permittee shall appear, defend and pay, as its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Indemnified Parties in any such action, the Permittee shall, at its own expense, satisfy and discharge the same.

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- (b)** The Permittee acknowledges that the railroad operations at or near the Facilities involve some risk, and the Permittee, as part of the consideration for this Permit, and with full knowledge and appreciation of such risk, hereby releases and waives any right to ask for or demand any special, direct, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, for or on account of any loss or injury to any property of the Permittee and its employees, including property in the care, custody, and control of the Permittee, and to the Facilities and contents thereof that are over, under, upon, or in the property of NJ TRANSIT, including loss of, or interference with, service or use thereof, or loss of profits or revenue, cost of capital, cost of replacement services, claims of customers or third parties, whether or not it shall be alleged or determined that the cause thereof was breach of contract, breach of warranty, negligent acts or omissions of the Indemnified Parties or the Permittee, their successors, assigns, contractors, agents, employees, servants and officials or of other persons.

17. INSURANCE:

In addition to other insurance carried by Permittee, Permittee shall carry, or cause to have carried during the performance of any Operations requiring access to the Premises, through completion and acceptance of such work by NJ TRANSIT and for the entire period of occupancy permitted herein, insurance coverage of the following kinds and minimum amounts:

(a) Permittee's Comprehensive General Liability Insurance

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The Permittee shall purchase and maintain a comprehensive general liability policy of insurance. This policy shall protect the Permittee, NJ TRANSIT and the Indemnified Parties against liability which arises in consequence of granting this Permit, including access thereto over NJ TRANSIT's adjacent property, and/or which arises from any of the claims indicated in Indemnification Paragraph 16 (a) and (b) against which the Permittee is required to indemnify the Indemnified Parties. The policy is to be written by a good and solvent insurance company authorized to do business in New Jersey with an A.M. BEST Insurance Rating of "A-" or better or by companies acceptable to NJ TRANSIT. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insureds. The liability policy (ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. The coverage limits of the policy shall be not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. NJ TRANSIT reserves the right to require reasonable increases in the coverage limits from time to time.

(b) Automobile Liability Insurance

The Permittee shall purchase and maintain automobile liability insurance with a minimum of two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage liability. This policy shall name NJ TRANSIT and the Indemnified Parties as an additional insured.

(c) Contractors' and/or Subcontractors' Comprehensive General Liability Insurance

The Permittee shall furnish evidence by virtue of a standard certificate of insurance that, Exhibit B - Special Permit Form – Washington Secondary~~105~~ to NJT Transaction 09.26.23

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with respect to any work or activities performed by its contractors and/or subcontractors hereunder, they carry in their own behalf Comprehensive General Liability Insurance in the amount of \$5,000,000 per occurrence for damages arising out of bodily injuries or death and/or Property Damage. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors liability and products liability. There shall be no coverage exceptions for property containing or adjacent to railroad facilities. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insureds. The liability policy (ies) and insurance shall include a cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Should Permittee be self-insured, it is required to supply annually a letter certifying that it is self-insured and is complying with all laws and regulations required for self-insurance.

(d) Contractor's Pollution Liability Insurance

If at any time Operations involve the performance of environmental removal or remediation work, or removal of any Asbestos Containing Material {ACM}, the Permittee shall furnish evidence of contractor's pollution liability insurance covering the liability arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense that arise from the operation of any contractor or subcontractor of the Permittee. Coverage under this policy shall have limits of liability with a minimum of \$2,000,000 per occurrence. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insureds.

(e) Railroad Protective Public Liability Insurance

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Where Operations include work across, under or within 50 feet of railroad tracks or railroad right-of-way, the Permittee shall obtain a Railroad Protective Public Liability Insurance ("RPLI") Policy (AAR-AASHO form) in the name of NJ TRANSIT, NJ TRANSIT Rail Operations, NJ TRANSIT's contract operator, and each other railroad conducting railroad operations on the Premises providing for a limit of not less than \$2,000,000 single limit bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Each RPLI Policy also shall have an aggregate limit of not less than \$6,000,000 for all damages as a result of more than one occurrence (Reference: "Standard Provisions for General Liability Policies" as contained in U.S. Department of Transportation, Federal Highway Administration, Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Attachment I, as amended). The Permittee shall furnish evidence to NJ TRANSIT in the form of one signed copy and one certified copy of the RPLI Policy. .

(f) The address of NJ TRANSIT CORPORATION shall appear as Director of Risk Management and Insurance, One Penn Plaza East, Newark, NJ 07105-2246. The insurance specified in this Section 17 shall be carried in each instance until all Operations are satisfactorily completed and formally accepted by NJ TRANSIT.

(g) Workers' Compensation and Employer's Liability Insurance

The Permittee shall provide to NJ TRANSIT a certificate of insurance showing that the coverage the Permittee, its contractors and/or its subcontractors carry for Workers' Compensation is within the statutory limits of the State of New Jersey. In case any class

Exhibit B - Special Permit Form – Washington Secondary ~~18~~5 to NJT Transaction 09.26.23

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of employees on the Project under this Permit is not protected under the Worker's Compensation Statute, the Permittee shall provide and shall cause each subcontractor to provide employer's liability insurance for the protection of each of its employees as are not otherwise protected. Limits of Employer Liability are as follows:

Employer's Liability	\$1,000,000 each accident
	\$1,000,000 each employee disease
	\$1,000,000 policy limit – disease

(h) (i) All insurance required by this Permit shall be provided at the sole cost of the Permittee and shall be in full force and effect until all work is completed to the satisfaction of NJ TRANSIT. Proof of insurance must be provided prior to entering upon the Premises, with a copy of the general accord statement being supplied to NJ TRANSIT's Manager Right-of-Way Engineering or his representative.

(ii) All insurance policies or certificates shall contain the following cancellation notice:

"This policy is not subject to cancellation or change until thirty (30) days after NJ TRANSIT has received written notice thereof as evidenced by return receipt of a registered letter addressed to the Director, Risk Management and Insurance, New Jersey Transit Corporation, One Penn Plaza East, Newark, New Jersey, 07105-2246."

(iii) All hazards to be covered shall include the so-called "XCU" coverage for explosion, collapse, and damage where work is to be done over or under NJ TRANSIT owned railroad property.

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(i) The foregoing insurance coverage is not intended to, nor does it limit the liability of the Permittee to hold the Indemnified Parties harmless as set forth in Paragraph 16 above.

(j) Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: NJ TRANSIT and all of the Indemnified Parties are to be covered as additional insureds on the CGL policy with respect to liability arising out of the Project or any work or operations performed by or on behalf of the Permittee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Permittee's insurance (at least as broad as ISO Form CG 20 10). Additional insured endorsement CG2026 11/85, CG 2010 11/85 or CG 2010 10/93 (but only if modified to include both ongoing and completed operations) naming the Indemnified Parties.

Primary Coverage: For any claims related to this contract, the Permittee's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects to the NJ TRANSIT, its officers, officials, employees, volunteers, and any indemnified party. Any insurance or self-insurance maintained by the NJ TRANSIT, its officers, officials, employees, or volunteers shall not contribute to any loss or claim.

Waiver of Subrogation: Permittee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Permittee may acquire against the NJ TRANSIT by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Permittee has received a waiver of subrogation endorsement from the insurer.

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Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the State of New Jersey with a current A.M. Best's rating of no less than A: VIII.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by NJ TRANSIT. At the option of NJ TRANSIT, either, the Permittee shall obtain coverage to reduce or eliminate such self-insured retentions; or the Permittee shall provide a financial guarantee satisfactory to NJ TRANSIT, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. If any such program is approved by NJ TRANSIT, the Permittee and any of its contractors represent that such program provides the Indemnified Parties with all rights, immunities and protections that would be provided by traditional independent insurance required under the Permit, including, but not limited to, the defense obligations that insurers are required to undertake in the liability policies pursuant to the terms of the Permit.

Verification of Coverage: Permittee, and any of its contractors, shall furnish the NJ TRANSIT with original Certificates of Insurance including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to NJ TRANSIT prior to occupancy or commencement of any work as outlined in this Permit. However, failure to obtain the required documents prior to occupancy or commencement of any work shall not waive the Permittee's obligation to provide them. NJ TRANSIT reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. Said certificates and endorsements shall be delivered to NJ TRANSIT, Attn: Greystone Management Solutions, One Penn Plaza East, Real Estate Department, 7th Floor, Newark, NJ 07105-2246. The Certificate of Insurance must state in the description of operations section the Permit number.

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Special Risks or Circumstances: NJ TRANSIT reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, and is customarily maintained for buildings of similar construction, use and class in the area in which the facilities are located. Each insurance policy required to be maintained under this Permit shall state that with respect to the interest of NJ TRANSIT and the additional insureds, the insurance maintained pursuant to each such policy shall not be invalidated by any action or inaction of Permittee and shall insure NJ TRANSIT and the additional insureds regardless of any breach or violation of any warranties, declarations, conditions or exclusions by Permittee. It is understood and agreed that the procurement of insurance in the amounts required does not in any way or manner whatsoever limit Permittee's liability to NJ TRANSIT. In the event the insurance so provided by Permittee does not apply to or cover a particular loss, Permittee shall be liable to NJ TRANSIT for the full amount of any and all loss and/or damage as provided herein. Permittee shall also be liable to NJ TRANSIT for the full amount of any and all loss and/or damage for which Permittee is responsible.

18. **TITLE:**

- (a) NJ Transit does not represent, guaranty or warrant the quality of its title to the Premises. Nothing in this Permit shall act as or be deemed to act as any warranty, guaranty or representation of the quality of NJ TRANSIT's title in and to the Premises. It is expressly understood that NJ TRANSIT does not warrant title to NJ TRANSIT property and the Permittee will accept the grants and privileges contained herein subject to all lawful outstanding existing liens,

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mortgages and superior rights in and to the Premises, and all leases, easements, permits and licenses or other interests previously granted to others therein. The Permittee's occupancy of the Premises will be at its sole risk.

- (b) The Permittee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against NJ TRANSIT for damages on account of any deficiencies in title to the Premises in the event of failure or insufficiency of NJ TRANSIT's title or any portion thereof.

19. It is expressly understood that this Permit shall not be assigned or otherwise transferred by the Permittee.

20. Violation of any of the covenants and/or conditions of this Permit by the Permittee may be cause for summary revocation of this Permit with restoration of the Premises to its former condition and severage of the connection being completed, all at the sole expense of the Permittee.

21. NJ TRANSIT reserves the right to revoke this Permit, including all privileges and permission granted pursuant to it, upon not less than 30 days' written notification to Permittee.

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Witness

NEW JERSEY TRANSIT CORPORATION

Gerry Fahey Date
Senior Director, Real Estate, Economic and
Transit Oriented Development

(NAME OF PERMITTEE)

This permit is signed and attested to by the Permittee's authorized officers or representatives. Its corporate seal is affixed.

By: _____
Authorized Corporate Officer or Representative

Attested by:

By: _____
Authorized Corporate Officer or Representative

STATE OF:

SS:

COUNTY OF:

I certify that on _____, 20__ the attesting witness named above personally appeared before me and acknowledged under oath to my satisfaction that he/she is a duly authorized representative of the Permittee, a corporation of the State of _____, and was attesting witness to the signing of this Permit by the Permittee by its President or other duly authorized representative, that he/she knows the proper seal of the corporation which has been affixed to this permit and that he/she has signed this proof to attest to the truth of these facts.

Attesting Witness

Sworn to and signed before
me on _____, 20__

Signature and Seal of Notary