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VIA E-FILING

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

Re: *City of Philadelphia – Petition for Declaratory Order*, STB Finance Docket No. 36768

Dear Ms. Brown:

I have attached for e-filing the City of Philadelphia's (1) Motion for Leave to File Reply to the Reply and (2) Reply to Reading International, Inc.'s Reply to the City's Petition for Declaratory Order in the above-referenced proceeding.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Charles A. Spitulnik

Attachments

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Docket No. FD 36768

City of Philadelphia – Petition for Declaratory Order

**CITY OF PHILADELPHIA’S REPLY TO READING INTERNATIONAL, INC.’S
REPLY TO THE CITY’S PETITION FOR A DECLARATORY ORDER**

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Attorneys for the City of Philadelphia

June 21, 2024

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Docket No. FD 36768

City of Philadelphia – Petition for Declaratory Order

**CITY OF PHILADELPHIA’S REPLY TO READING INTERNATIONAL, INC.’S
RESPONSE TO THE CITY’S PETITION FOR A DECLARATORY ORDER**

The City of Philadelphia (the “City”) submits this reply in response to the Reply of Reading International, Inc. (“Reading”) to the City’s Petition for a Declaratory Order to the Surface Transportation Board (the “STB” or “Board”).¹ Reading’s Reply presents a litany of red herrings that distort historical facts. In fact, and notwithstanding Reading’s attempts to rewrite the history and the legal consequences of what actually occurred, Reading conveyed all of its rail property and its rights to conduct rail operations on that property to Conrail, including the railroad line that ran on a now-dilapidated viaduct on the defunct Philadelphia & Reading Railroad Company Ninth Street Line (the “Viaduct”). Conrail then abandoned its entire interest in the rail line that passed over the Viaduct in accordance with applicable law. As such, the Board should find it no longer has jurisdiction over the Viaduct.

Reading’s Reply, rife with inaccuracies, misses four fundamental points:

- 1) Reading conveyed “all of [its] right, title and interest in [its] rail properties” to Conrail by deed dated April 1, 1976, retaining only a real estate interest over which the Board has no jurisdiction.
- 2) Conrail abandoned its entire interest in the Viaduct – the only remaining interstate rail interest – pursuant to the 3R Act as amended by the Northeast Rail Services Act of

¹ The City is simultaneously submitting a Petition for Leave to file this Reply and is filing this Reply in anticipation of a favorable ruling on that Motion.

1981 (“NERSA”), in which Congress specifically exempted Conrail from the abandonment procedure of 49 U.S.C. § 10903.

- 3) The Board has no jurisdiction over a Viaduct with no working rail infrastructure, separated from interstate rail lines, that has not been used for interstate rail transportation for decades, and where Conrail already consummated the abandonment of the rail line.
- 4) The *Scioli Turco* decision has no preclusive effect, as the City was not a party to the case and the District Court in Philadelphia has no special jurisdiction pertaining to Final System Plan conveyances. Moreover, the *Scioli Turco* decision invites rather than precludes the STB to address Reading’s false claim that the Viaduct is subject to STB jurisdiction.

The City intends to turn the dilapidated Viaduct into a park to benefit the community.² Reading, having retained only ownership over the physical viaduct and the land underlying the lines, cannot invoke the Board’s jurisdiction to stop that transformation.

I. Conrail Received and Abandoned All of Reading’s Rights, Title, and Interest In Its Rail Property.

Reading’s argument that it retained any property subject to the Board’s jurisdiction is based on multiple flawed premises and a misreading of the factual record.

First, Reading’s argument that it retained a “residual interest” in the railroad rights conveyed to Conrail, is inconsistent with the record. The deed conveying the rail line over the Viaduct from Reading to Conrail (the “Deed,” attached hereto as **Exhibit A**) states:

[P]ursuant to Section 303(b)(1) of [the Regional Rail Reorganization Act of 1973], the Special Court has ordered the Grantor to convey to the Grantee ***all of the Grantor’s right, title and interest in such rail properties*** [hereinafter described], free and clear of any liens or encumbrances as provided in Section 303(b) of the Act.

Id. at 1 (emphasis added). The Deed continues that the Grantor conveyed:

² Reading asserts that the City is “[a]cting as if it is a private developer[.]” Reading’s Reply at 7. However, this is not accurate nor does it lend any further support to any of the creative but unsupported arguments presented by Reading. The City’s plan is to construct a park-like public space over the Viaduct.

All of the Grantor's right, title and interest, legal and equitable, in and to the real property located in the County of Philadelphia, Commonwealth of Pennsylvania ***as described in Exhibit A*** . . . including but not limited to all real property items that would properly be recorded in Accounts 1 through 45 and 90 of the Property Accounts prescribed by the Interstate Commerce Commission for Railroad Companies in its Uniform System of Accounts, 49 C.F.R. Part 1201[.]

Id. at 1 ¶ A (emphasis added). Exhibit A includes the Viaduct, namely “Reading Company’s ***line of rail-road*** known as the Ninth Street Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.” *Id.* at Exhibit A-5 (emphasis added). Reading conveyed fee ownership, not an easement, of the Viaduct, leaving Reading with no residual rail interest.

Reading has admitted as much. In asking the U.S. Supreme Court to review a Third Circuit decision, Reading affirmed to the Supreme Court that it “conveyed all of its rail properties and interests to Conrail.” *Reading Co. v. Schweitzer*, Petition for Writ of Certiorari, 1985 WL 696137, at *3. In that case, Reading argued that it was not a rail carrier and thus not liable for the asbestos injuries of rail workers “where the rail operations out of which such claims arose are, during the course of the reorganization, transferred to a solvent successor railroad[.]” *Id.* at *1. Its attempts to walk away from this statement here cannot change the accuracy of the position it presented to the Supreme Court.

Moreover, multiple courts have also held that Reading transferred ***all*** of its rail interests to Conrail. *See Consol. Rail Corp. v. Reading Co.*, 654 F. Supp. 1318, 1321 (Reg’l Rail Reorg. Ct. 1987) (“Reading, whose rail properties were conveyed to Conrail in 1976 . . .”); *Schweitzer v. Consol. Rail Corp.*, 65 B.R. 794, 801 (E.D. Pa. 1986) (“As Reading itself acknowledges, the purpose of the act was . . . to separate [debtor railroads such as Reading] from their rail assets and transfer those assets to Conrail.”); *Matter of Reading Co.*, 24 B.R. 858, 860 (E.D. Pa. 1980) (“On April 1, 1976 . . . Reading’s rail assets described in the final system plan were conveyed. The

remainder of the estate then consisted of real property, a trucking company, some marine equipment, other investments, and the probable proceeds from the valuation case before the Special Court.”). These cases confirm that, as a matter of law, Reading conveyed to Conrail all of the rights related to rail operations, and, therefore, all the rights that were subject to the Board’s jurisdiction. A close reading of Reading’s Reply shows that it never once identifies any specific rail-related interest that it retained in the Viaduct, instead pointing to some nebulous “interests in the Viaduct.” Reading’s Reply at 3.³ Reading’s failure to identify any retained right to use the Viaduct for interstate rail purposes or any ownership in the railroad line on the Viaduct confirms what is made plain by the conveyance in the Deed to Conrail.

Having received all of Reading’s railroad interests, Conrail received authorization to abandon the Viaduct and consummated the abandonment, fully removing the Viaduct from the STB’s jurisdiction. Reading’s argument otherwise is based on a purported distinction “between abandonment under the 3R Act and abandonment filed under 49 U.S.C. § 10903 because the two regimes involve different requirements.” Reading’s Reply at 9. But, pursuant to the 3R Act as amended by Section 1156 of NERSA, Conrail was specifically exempted from the abandonment process in section 10903. 45 U.S.C. § 748(a). And the effect of an abandonment under NERSA and the 3R Act is the same as an abandonment under section 10903: The Board’s jurisdiction over property that is the subject of the abandonment terminates. *Lucas v. Twp. Of Bethel*, 319 F.3d 595, 597, 602 (3d Cir. 2003). Reading’s argument tries to invent a distinction between abandonments that is not grounded in any statute, regulation, or court or Board precedent.

³ The affidavit sworn by Anthony DiArenzo, a former employee of Conrail, does not change this analysis. DiArenzo never identifies any interest in the Viaduct retained by Reading that was subject to the Board’s jurisdiction. Moreover, DiArenzo’s affidavit is inadmissible as it is not founded on personal knowledge or expertise.

Reading further claims that Conrail applied only for “approval of the abandonment of [Conrail’s] operation of the lines of rail,” leaving the STB’s jurisdiction over the Viaduct intact, Reading’s Reply at 2 (emphasis and alterations in original), but that claim is misleading and finds no support in evidence or applicable law.⁴ Following Reading’s conveyance, Conrail owned all of the interstate railroad rights associated with the Viaduct and the ICC subsequently authorized abandonment of those rights. Once Conrail consummated the abandonment, the ICC’s jurisdiction over the Viaduct terminated in its entirety. Reading’s misinterpretation of the facts and misunderstanding of the law should be rejected by the Board.

II. The Board Does Not Have Jurisdiction Over Real Estate Owned by an Entertainment Company Containing No Working Rail Infrastructure, Physically Separated From the Interstate Rail Network, That Has Not Been Used for Interstate Transportation In Decades.

Reading next misstates the record by arguing that the Board can assert jurisdiction over a non-carrier who has no rail infrastructure. However, the STB’s jurisdiction is explicitly limited by statute to facilities owned by rail carriers. *See* 49 U.S.C. § 10501(b)(1) (limiting the STB’s jurisdiction to “transportation by rail carrier”); 42 U.S.C. § 10501(b) (“[T]he remedies provided under this part ***with respect to regulations of rail transportation*** are exclusive and preempt the remedies provided under Federal or State law.” (emphasis added)). The Viaduct contains no working rail infrastructure, has not been used for rail purposes for years, has not been used for interstate rail travel for decades since Conrail abandoned the rail operating authority on the line pursuant to NERSA, and is no longer connected to any rail network, let alone the interstate rail system. *See RTLD Ry. v. STB*, 166 F.3d 808, 814 (6th Cir. 1999) (“It is reasonable for the STB to

⁴ Reading attempts to support this claim in DiArenzo’s affidavit, which claims that “Conrail’s application to the ICC in 1983 only related to its freight operations on the Viaduct and did not affect Reading’s residual interest and retained parcels of the Viaduct, over which the STB retains jurisdiction.” Declaration of Anthony DiArenzo ¶ 15. That is an unsupported legal conclusion. For the reasons explained, the STB did not retain jurisdiction over Reading’s interest in the Viaduct.

conclude that it loses jurisdiction when a track is no longer part of the interstate rail network . . .”). The Board should reject Reading’s argument that the Viaduct is within its jurisdiction where the rail line has been abandoned as a matter of law, no longer exists, cannot be connected to the interstate rail network, and Reading cannot even hypothesize about how the Viaduct could ever be utilized for interstate rail travel. Reading’s plea to ignore the fact that it is a movie theater company is unpersuasive. Whether Reading is a railroad, or has any capacity to start any railroad operations, is relevant to the inquiry of whether a rail carrier intends to use the track for interstate travel.

As for Reading’s reliance on the *Scioli Turco* court’s assertion that “someone other than a rail carrier may apply to the STB to have a rail line declared abandoned,” *Scioli Turco*, 2023 WL 7646535, at *8, the fact that a non-rail carrier may petition for adverse abandonment is entirely irrelevant to the question of whether **Reading** is a rail carrier such that the Viaduct is subject to the ICCTA. It is not, and the Viaduct can no longer be used for interstate rail transportation, removing it from the Board’s jurisdiction.

Reading attempts to muddy the waters by arguing that the removal of rail facilities and equipment, such as tracks and stations, does not nullify the Board’s lack of jurisdiction over the Viaduct because a “certain portion of the Viaduct could still support rail services in the future.” Reading Reply at 15. The Board’s statutory authority, however, does not extend to property that anyone can speculate could theoretically someday be used as a rail line. Reading does not elaborate on what rail services could be supported by a dilapidated viaduct with no rail infrastructure that is cut off from any active or inactive rail lines. Moreover, the decisions that Reading cites deal only with whether authorized abandonments were consummated. See *Joseph R. Fox--Pet. for Declaratory Or.*, FD 35161, 2009 WL 1383503 (STB served May 18, 2009); *Norfolk and W. Ry. Co.--Abandonment Exemption--Between Kokomo and Rochester in Howard, Miami, and Fulton Clys., In*, AB 290 (Sub-No. 168X), 2005 WL 1030535 (STB served May 4, 2005). There is no

dispute, however, that Conrail consummated the abandonment following its authorization to do so. Accordingly, these cases have nothing to say about Reading's rights.⁵

Reading relies heavily on *Pinelawn Cemetery – Petition for Declaratory Or.*, FD 35468, 2015 WL 1813674 (STB served Apr. 21, 2015). The parties in that case disputed whether a given section of track was excepted track or private track, and whether the expiration of a contract between a landowner and a tenant rail carrier constituted an abandonment. That decision has no relevance here: the only issue in this case is whether Reading retained any rail interests, or whether Conrail acquired all of Reading's rail interests such that Conrail's abandonment of them terminated the Board's jurisdiction. The line in *Pinelawn* was subject to the STB's jurisdiction because the *tenant* had not abandoned it; Reading attempts to extrapolate from the case to argue that the tenant's Board-authorized abandonment is ineffective unless the *landowner* goes through a separate proceeding.⁶ But the Deed makes clear that Reading's interests are beyond the scope of the Board's jurisdiction. Again, there is no dispute that Conrail consummated an abandonment of its interests, and that the Deed conveyed all of Reading's "right, title and interest in [its] rail properties" to Conrail.

III. The *Scioli Turco* Decision Does Not Bind the City or the Board.

Reading contends that the City "may have challenges with *res judicata* or collateral estoppel" because a federal district court held that the Viaduct has not been abandoned. Reading's Reply at 12 (*italics added*). This is incorrect. First, neither *res judicata* nor collateral estoppel apply here as the City was not a party in *Scioli Turco*. See *Witkowski v. Welch*, 173 F.3d 192, 199 (3d

⁵ For the same reason, the Trails Act has no relevance here.

⁶ Moreover, the facts of *Pinelawn* bear little resemblance to the case here. In *Pinelawn*, the railroad had "continued to conduct rail operations over the track from before the lease expired to the present" – which amounted to continuous rail operation for over 100 years. FD 35468, 2015 WL 1813674 at *9.

Cir. 1999) (“the party against whom collateral estoppel is asserted must have been a party or in privity with the party to the prior adjudication”); *Duhaney v. Atty. Gen. of U.S.*, 621 F.3d 340, 347 (3d Cir. 2010) (finding the three elements of *res judicata* to be “(1) a final judgment on the merits in a prior suit involving (2) the same parties or their privies and (3) a subsequent suit based on the same cause of action”). The *Scioli Turco* case was between Reading and two neighborhood organizations, Scioli Turco, Inc. and 915 Spring Garden Associates, LP, with whom the City is not in privity. The decision by this Board in *212 Marin Boulevard, LLC*, cited by Reading, does nothing more than illustrate this distinction: parties to litigation “are bound by those rulings and cannot seek to relitigate before the Board the same issues already decided.” Reading’s Reply at 13 (quoting *212 Marin Blvd., LLC--Petition for Declaratory Or.*, FD 35825, 2014 WL 3906942, at *3 n.15 (STB served Aug. 11, 2014) (alterations from Reading’s Reply omitted)).⁷ Nonparties are not similarly bound.

Moreover, by seeking the Declaratory Order, the City is in essence complying with the court’s ruling, which directed the neighborhood organizations to bring their case to the Board. See *Scioli Turco*, 2023 WL 7646535, at *11-12. While the court suggested that this should be done through a petition for adverse abandonment, that was based on a flawed understanding of NERSA and the 3R Act, and the court has no authority over Board jurisdictional determinations. Finally, it

⁷ Additionally, Reading omits the basis for the preclusive district court decision discussed by the Board in *212 Marin Boulevard*, which is that the district court for the District of Columbia has “original and exclusive” jurisdiction, as successor to the “Special Court” tasked to order conveyance of properties designated for transfer pursuant to the FSP under 45 U.S.C. § 743(b)(1), “to interpret, alter, amend, modify, or implement any of the orders entered by such court pursuant to section 743(b) . . . in order to effect the purposes of this chapter or the goals of the final system plan.” *Consol. Rail Corp. v. Surface Transp. Bd.*, 571 F.3d 13, 18 (D.C. Cir. 2009) (quoting the Rail Act). The *Scioli Turco* Court has no such original and exclusive jurisdiction.

is more efficient for the Board and interested parties to determine whether the Board still has jurisdiction before any party seeks adverse abandonment.

IV. Conclusion

The City requests that this Board issue the order requested in the City's Petition.

Respectfully submitted,

/s/ David Smith

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Attorneys for the City of Philadelphia

CERTIFICATE OF SERVICE

I hereby certify that this 21st day of June 2024, I caused a copy of the foregoing Petition for a Declaratory Order to be served upon all parties of record in this proceeding.

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June 21, 2024



Charles A. Spitulnik

EXHIBIT A

READING DEED

Document No.

8-0036-142

TDG-CRC-SEPTA-RPO-3

DEED

THIS DEED IS MADE BY AND BETWEEN

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

AS TRUSTEES OF THE PROPERTY OF

READING COMPANY, DEBTOR

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

AND

\$.00 TAX ON \$.00
\$ 104.00 CTTLTRAN#75698

CONSOLIDATED RAIL CORPORATION,

000000 CLKC 09/26/80

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

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

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

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

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

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

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

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

SEP 26 1980

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

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

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

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

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

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

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

RESERVING AND EXCEPTING, HOWEVER, TO THE GRANTOR:

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

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

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

D-0036-144

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

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

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

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

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

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

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

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

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

D-0036-145

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

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

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

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

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this ^{May} 3rd day of ~~March~~, 1976 by Alfred W. Hesse Jr being duly authorized so to do by order of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 71-828.

Signed and Acknowledged
in the Presence of:

Kevin L. Miller
Patricia A. Hesse

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

By Alfred W. Hesse Jr (Seal)
REPRESENTATIVE

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF PHILADELPHIA :SS

On this ^{May} day of ~~March~~, 1976, before me, a Notary Public authorized to take acknowledgements and proofs in the commonwealth of Pa. personally appeared Alfred W. Hesse Jr personally known to me to be the person whose name is subscribed to the foregoing Deed, bearing the same date as this certificate of acknowledgement, and acknowledged himself to be a representative of Andrew L. Lewis, Jr. and Joseph L. Castle, Trustees of the Property of Reading Company, Debtor, and that as such representative and being authorized so to do, he executed the foregoing Deed on behalf of and in the name of the Trustees as their free act and deed for the purposes therein contained.

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

This Instrument Prepared By:

United States Railway Association
Pursuant to the Act

Francis V. Flynn
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires January 4, 1979

Document No. D-0036-146
RDG-CRC-SEPTA-RPO-3

EXHIBIT A

TO THE DEED BY AND BETWEEN
ANDREW L. LEWIS, JR. AND JOSEPH L. CASTLE,
AS TRUSTEES OF THE PROPERTY OF
READING COMPANY, DEBTOR
AND
CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Philadelphia
Commonwealth of Pennsylvania

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

This Exhibit A consists of the following pages only: A-1, A-3, A-3-A, A-4, A-5.

D-0036-147

Document No.

RDG-CRC-SEPTA-RPO-3

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Reading Company's line of railroad known as the Chestnut Hill Branch, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Germantown Passenger Station in Philadelphia, connecting to another line of railroad known as Reading Chestnut Hill Branch, and terminates in the County near Chestnut Hill in Philadelphia.

The line of railroad described herein is identified as Line Code 0308 in the records of the United States Railway Association.

Document No. D-0036-148

RDG-CRC-SEPTA-RPO-3

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

Such line originates in the County near Callowhill Street in Philadelphia, connecting to another line of railroad known as the 9th Street Branch in the vicinity of Reading Terminal and passing through Belmont, and terminates in the County near Falls Bridge in Philadelphia.

The line of railroad described herein is identified as Line Code 0309 in the records of the United States Railway Association.

D-0036-149

Document No.

RDG-CRC-SEPTA-RPO-3

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

Such line originates in the County at Cheltenham Junction, near Cottman Avenue, in Philadelphia, connecting to another line of railroad known as the Reading-New York Short Line, and leaves the County near Fox Chase, in Philadelphia.

The line of railroad described herein is identified as Line Code 0325 in the records of the United States Railway Association.

0-0036-150

Document No.

RDG-CRC-SEPTA-RPO-3

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Reading Company's line of railroad known as the Ninth Street Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Reading Terminal at Market Street in Philadelphia, and terminates in the County near Spring Garden Avenue in Philadelphia connecting to another line of railroad known as the Philadelphia, Germantown and Norristown Ninth Street Branch.

The line of railroad described herein is identified as Line Code 0328 in the records of the United States Railway Association.

D-0036-151

Document No.
RDG-CRC-SEPTA-RPO-3

EXHIBIT B

TO THE DEED BY AND BETWEEN
ANDREW L. LEWIS, JR. AND JOSEPH L. CASTLE,
AS TRUSTEES OF THE PROPERTY OF
READING COMPANY, DEBTOR
AND
CONSOLIDATED RAIL CORPORATION

**DESCRIPTION OF REAL PROPERTY
LOCATED IN**

County of Philadelphia
Commonwealth of Pennsylvania

RESERVED AND EXCEPTED BY THE GRANTOR

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

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

This Exhibit B consists of the following pages only: B-1, B-3, B-4, B-4A, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15-Revised, B-16, B-16A, B-16B, B-16C, B-16D, B-17, B-18, B-19, B-20, B-21, B-22.

D-0036-152

Document No.

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 2249 on Railroad Branch and Section Map No. Chestnut Hill Branch 10 as revised to February 12, 1970, and being all of the land of the Reading Company, as shown on the Map, which lies westerly of the following described line:

Beginning on the westerly line of the right-of-way, at an angle point in the railroad property line near Station 515+36, more or less, and 28 feet westwardly and at right angles from the centerline of near main track, as it was located on December 2, 1975; thence, extending northwestwardly a distance of 240 feet, more or less, to another angle point 25 feet, more or less, westwardly of the centerline of near main track; thence, northwestwardly 383 feet, more or less, to another angle point 35 feet, more or less, westwardly of the centerline of near main track, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0308-9.8.

D-0036-153

Document No.

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 2255 on Railroad Branch and Section Map No. Chestnut Hill Branch 10 3/4 as revised to November 15, 1974, and being all of the land of the Reading Company, as shown on the Map, which lies northerly and northwesterly of the following described line:

Beginning on the northerly line of the right-of-way, at an angle point in the railroad property line near Station 561+99, more or less, and 81 feet northeastwardly and at right angles from the centerline of near side track, as it was located on December 2, 1975; thence, extending westwardly parallel to or concentric with a distance of 25 feet, more or less, to another angle point 77 feet, more or less, northeastwardly of the centerline near side track; thence, southwestwardly 58 feet, more or less, to another angle point 20 feet, more or less, northeastwardly of the centerline near side track; thence, westwardly 226 feet, more or less, to another angle point 45 feet, more or less, northwardly of the centerline of near side track; thence, southwestwardly along the southerly line of concrete drive 35 feet, more or less, to another angle point 15 feet northwardly of the centerline of near side track; thence, westwardly parallel and concentric with the centerline of said track, 287 feet, more or less, to the end of the freight house platform; thence, northwardly, 10 feet, more or less, to a corner of the platform; thence, westwardly along the platform and a ramp 100 feet to the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 9308-10.6, 10.7.

D-0036-154

Document No.

RDG-CRC-SEPTA-RPO-3

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

Being the southerly line of Callowhill Street, between the easterly and westerly right-of-way lines of said Branch, as shown on Railroad Valuation Map No. V-22P-1, as revised to December 31, 1947.

The part of the line of railroad described herein begins at the lateral cut line near Callowhill Street and extends to the end of the line at Falls Bridge in Philadelphia.

The lateral cut line is identified as Line Code 0309-0.4 in the records of the United States Railway Association.

D-0036-155

Document No.

RDG-CRC-SEPTA-RPO-3

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

Being a line drawn at right angles to the centerline of railroad right-of-way at Station 510 + 63, and 79 feet, more or less, northeasterly along said centerline from the easterly abutment of a bridge, as shown on Railroad Valuation Map No. V-39P-11, as revised to December 31, 1958.

The part of the line of railroad described herein begins at the lateral cut line in Cheltenham and extends to the County line in Cheltenham.

The lateral cut line is identified as Line Code 0325-9.6 in the records of the United States Railway Association.

Document No D-0036-156

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 1826 on Railroad Branch and Section Map No. Philadelphia and Reading Terminal Railroad 1/2, as revised to March 2, 1971, and being all of the land of the Reading Company, as shown on the Map, which lies easterly of the following described line:

Beginning on the easterly line of the railroad right-of-way, at an angle point in the railroad property line near Station 21+89, more or less, and 13 feet eastwardly and at right angles from the centerline of the near track as it was located on December 23, 1975 ; thence, extending northeastwardly parallel to or concentric with the centerline of the near track a distance of 73 feet, more or less, to another angle point on the southerly line of Carlton Street, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.1.

D-0036-157

Document No.

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 1824 on Railroad Branch and Section Map No. Philadelphia and Reading Terminal Railroad 1/2, as revised to March 2, 1971, and being all of the land of the Reading Company, as shown on the Map, which lies westerly of the following described line:

Beginning on the westerly line of Marvine Street, at an angle point in the railroad property line near Station 14+16, more or less, and 40 feet westwardly and at right angles from the centerline of the near track, as it was located on December 23, 1975; thence, extending northwardly parallel to or concentric with the centerline of said near track a distance of 315 feet, more or less, to another angle point on southerly line of Vine Street, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.1.

Document No. D-0036-158

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 1823 on Railroad Branch and Section Map No. Philadelphia and Reading Terminal Branch 1/4, as revised to September 4, 1973, and 1/2, as revised to March 2, 1971, and being all of the land of the Reading Company, as shown on the Map, which lies westerly of the following described line:

Beginning on the northerly line of Race Street, at an angle point in the railroad property line near Station 12+10, more or less, and 40 feet westwardly and at right angles from the centerline of the near track, as it was located on December 2, 1975; thence, extending northwardly parallel to or concentric with the centerline of said near track a distance of 191 feet, more or less, to another angle point on the southerly line of Spring Street, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.1.

Document No. D-0036-159

RDG-CRC-SEPTA-RPO-3

All that parcel of alnd situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 1822 on Railroad Branch and Section Map No. Philadelphia and Reading Terminal Branch 1/4, as revised to September 4, 1973, and 1/2 as revised to March 2, 1971, and being all of the land of the Reading Company, as shown on the Map, which lies westerly of the following described line:

Beginning on the northerly line of Race Street, at an angle point in the railroad property line near Station 12+10, more or less, and 105 feet westwardly and at right angles from the centerline of the near track, as it was located on December 2, 1975; thence, extending northwardly parallel to or concentric with the centerline of said near track a distance of 191 feet, more or less, to another angle point on the southerly line of Spring Street, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.1.

Document No. D-0036-160

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 1825 on Railroad Branch and Section Map No. Philadelphia and Reading Terminal Railroad 1/2, as revised to March 2, 1971, and being all of the land of the Reading Company, as shown on the Map, which lies easterly of the following described line:

Beginning on the easterly line of the railroad right-of-way, on the northerly line of Vine Street, at an angle point in the railroad property line near Station 19 100, more or less, and 12 feet eastwardly and at right angles from the centerline of the near track, as it was located on December 2, 1975; thence, extending northwardly parallel to and concentric with the centerline of said near track a distance of 142 feet, more or less, to another angle point on the southerly line of Pearl Street, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.1.

Document No. D-0036-161

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 1827 on Railroad Branch and Section Map No. Philadelphia and Reading Terminal Railroad 1/2, as revised to March 2, 1971, and being all of the land of the Reading Company, as shown on the Map, which lies southeasterly of the following described line:

Beginning on the southeasterly line of the railroad right-of-way, on northerly line of Carlton Street, at an angle point in the railroad property line near Station 22+94, more or less, and 13 feet southeasterly and at right angles from the centerline of the near track, as it was located on December 2, 1975; thence, extending northeastwardly parallel to or concentric with the centerline of said near track a distance of 130 feet, more or less, to another angle point, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.1.

Document No. D-0036-162

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 1828 on Railroad Branch and Section Map No. Philadelphia and Reading Terminal Railroad 1/2, as revised to March 2, 1971, and being all of the land of the Reading Company, as shown on the Map, which lies easterly of the following described line:

Beginning on the easterly line of the parcel, at an angle point in the railroad property line near Station 14+53, more or less, and 82 feet eastwardly and at right angles from the centerline of the near track; thence, extending northwardly parallel to or concentric with the centerline of the near track a distance of 50 feet, more or less, to another angle point, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - C.1.

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, drawn on Railroad Valuation Map Nos. Philadelphia and Reading Terminal Railroad 0, as revised to September 4, 1973; Philadelphia and Reading Terminal Railroad 1/4, as revised to September 4, 1973; Philadelphia and Reading Terminal Railroad 1/2, as revised to March 2, 1971; Philadelphia and Reading Terminal Railroad 3/4, as revised to August 18, 1967, and Philadelphia and Reading Terminal Railroad 1, as revised to January 30, 1967, and being all the land of the Reading Company or the Philadelphia, Germantown and Norristown Railroad Company, as shown on the Maps, which is subject to the following summary:

United States Railway Association has reached the following determinations with respect to the Ninth Street Branch and Reading Terminal.

INTRODUCTORY NOTES:

1. If the Center City Commuter Connection between Reading and Penn Central commuter facilities (the "Connection") is constructed, the interests referred to in A.2 and B.1 herein shall terminate six months after the Connection becomes fully operational. With respect to the interests referred to in B, (i) ownership of the space occupied by the Connection shall not so terminate, and (ii) ownership of the traction power substation at Callowhill Street and the transmission facilities to Fairmount Avenue shall not terminate and Grantee on behalf of the Southeastern Pennsylvania Transportation Authority (SEPTA) shall retain a permanent easement therefor until the traction power substation is replaced at another site.
2. The interests referred to in B.2 and 3 are subject to the reservation in the Grantor of all rights to use and lease the property until the Connection is funded and construction thereof actually begins on the property in question, and such interests will terminate if construction of the Connection has not commenced on or before June 1, 1983.
3. All air rights from the North side of Arch Street to the South side of Fairmount Avenue are to be reserved for the Grantor. Such air rights to commence forty (40) feet above the track level. All air rights above the track shed from the North side of the building to Arch Street are to be reserved for the Grantor; provided, however, that until and unless the shed is removed such air rights shall begin one foot above the highest point in the existing shed roof. The reservation of air rights shall

include the right to approve any modifications to the existing structure beneath such air rights, except modifications for the purpose of rail transportation, such approval not to be unreasonably withheld. Such air rights shall also include the right to provide such structural supports as may be necessary for development so long as such supports do not interfere with the rail use of the facilities, and provided that the location and size of said supports are approved by the fee owner, such approval not to be unreasonably withheld.

Reading Terminal to Fairmount Avenue. The Final System Plan designates the transfer to Grantee of an option under which Grantee will have the right to acquire on behalf of the Southeastern Pennsylvania Transportation Authority (SEPTA) the fee or any lesser interest in this segment. (All references herein to the transfer of interests to SEPTA contemplate the exercise of such option by Grantee and subsequent transfer to SEPTA.)

- A. Reading Terminal Building (the "Building"), from Market Street to the North Face of the Building at the South side of Commerce Street will not be transferred under the Final System Plan, except as follows:
1. The leasehold interest in the Building (subject to easement described in A.2 below) to be transferred to Grantee pursuant to Final System Plan 264 (as amended by Official Errata Supplement dated December 1, 1975, at 14), or a longer term if agreed to between Grantor and Grantee.
 2. There shall be transferred to Grantee on behalf of SEPTA and its successors or assignees an easement in the Building for the passenger station and so that passengers may gain access to the station and the commuter trains. This easement includes the second floor of the Building except existing commercial leases (provided that SEPTA may in its discretion relocate the newsstand); the easement shall also include the existing stairways and escalators connecting the train level to Market and Twelfth Streets and to the Market-Frankford Subway-Elevated Line concourse, together with adequate access for repair and maintenance of same, and the right to use of elevator service. SEPTA shall be responsible for maintenance and operating expenses occasioned by its occupancy of the building pursuant to this easement. If the Building is demolished and/or redeveloped, equivalent passenger station and access facilities shall be preserved.

B. North Face of Building to South Side of Fairmount Avenue.

1. "There shall be transferred to SEPTA ownership of existing track, track structure, supporting structure and rail operating facilities owned by the Trustees from the North Face of the Building to the South Side of Arch Street. There shall be transferred to SEPTA all right, title and interest in the property of the Grantor between the South Side of Arch Street and South Side of Fairmount Avenue at engineering station 50 + 55, such cut line to be parallel to Fairmount Avenue reserving to the Trustees parcels 1819 to 1832 inclusive and 1631 except for a strip fifty feet wide adjacent to the west side of the westerly track from the South Side of Arch Street to the South Side of Fairmount Avenue, and reserving to the Trustees the existing lot located at the Northeast Corner of the train shed, measuring approximately 50' east to west and 140' north to south, but with SEPTA to have the right to use the said lot during the period of construction of the Connection. The Trustees shall retain air rights above and below the existing track structure as described above, the reversion described above, and the rights as herein provided to develop the said rights, including the right to demolish the shed; if the train shed is removed by the Trustees or their successors, the Trustees or their successors shall at their expense substitute adequate cover for passengers using the station and shall resuspend the catenary."
2. There shall be transferred to Grantee on behalf of SEPTA and its successors or assignees the ownership of all of the Grantor's property between the south houseline of Commerce Street and the north houseline of Filbert Street and extending east and west to the limits of Grantor's property lying between 11th and 12th Streets, provided, that the title to be transferred shall extend, under the track bridge only to the bottom surface of said bridge, with the right in the transferee to use said bridge for the suspension of lighting fixtures, catenary or other fixtures and equipment as may be necessary or desirable for the Connection or related facilities. There shall also be transferred to Grantee on behalf of SEPTA and its successors or assignees the ownership of an easement, extending through said bridge or other overhead property, to the extent necessary for the ventilation of said Connection, provided that such ventilation shall be effected so as to minimize interference with property not transferred, with any additional cost caused thereby to be borne by the Grantor. In the event the Grantor or its successors shall remove the said bridge or the train shed roof which is located above it, for any reason, or shall permit said structure to deteriorate, so as to expose the Connection to the weather

or other deleterious condition, it shall be the responsibility of said Grantor or its successors, to remove said condition and or to replace said structure with another structure which will provide, to the satisfaction of the operator of the Connection, adequate protection from such hazards.

3. There shall be transferred to Grantee on behalf of the Southeastern Pennsylvania Transportation Authority (SEPTA) and its successors or assignees for use as part of the Connection, in addition to other properties in this segment which are to be transferred, the property east of the tracks between Fairmount Avenue and Green Street (parcel 1632), a portion of which is leased to Yellow Cab Company, reserving to the transferor the rent now being received pursuant to such lease until actual work on the Connection begins.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328-0.1 - 0.8.

Document No. D-0036-167

RDG-CRC-SEPTA RP0-3

All that parcel of land situate in the City of Philadelphia, (5th Ward), County of Philadelphia, and Commonwealth of Pennsylvania being designated as Parcel 1819 on Railroad Branch and Section Map No. Philadelphia and Reading Terminal Branch 0, as revised to September 4, 1973, and being all of the land of the Reading Company, as shown on the Map, which lies westerly of the following described line:

Beginning on the westerly line of the railroad right-of-way, on the northerly line of Arch Street, at an angle point in the railroad property line near Station 5+52, more or less, and 12 feet westwardly and at right angles from the centerline of the near side track, as it was located on December 23, 1975; thence, extending northwardly a distance of 137 feet, more or less, to another angle point 40 feet, more or less, northwestwardly and at right angles from the centerline of the near side track, said angle point being the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.1.

Document No. D-0036-168

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia (5th Ward), County of Philadelphia, and Commonwealth of Pennsylvania being designated as Parcel 1820 on Railroad Branch and Section Map No. Philadelphia and Reading Terminal Railroad 0, as revised to September 4, 1973, and being all of the land of the Reading Company, as shown on the Map, which lies westerly of the following described line:

Beginning on the westerly line of the railroad right-of-way, on the northerly line of Appletree Street, at an angle point in the railroad property line near Station 7+04, more or less, and 17 feet northwestwardly and at right angles from the centerline of the near side track, as it was located on December 23, 1975; thence extending northwardly a distance of 134 feet, more or less, to another angle point on the southerly side of Cherry Street, 45 feet, more or less, northwestwardly and at right angles from the centerline near side track, said angle point being the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.1.

Document No. D-0036-169

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia (5th Ward), County of Philadelphia, and Commonwealth of Pennsylvania being designated as Parcel 1821 on Railroad Branch and Section Map No. Philadelphia and Reading Terminal Railroad 0, as revised to September 4, 1973, and being all of the land of the Reading Company, as shown on the Map, which lies westerly of the following described line:

Beginning on the westerly line of the railroad right-of-way on the northerly line of Cherry Street at an angle point in the railroad property line near Station 8+80, more or less, and 24 feet northwestwardly and at right angles from the centerline of near side track, as it was located on December 23, 1975; thence, extending northwardly a distance of 135 feet, more or less, to another angle point on the southerly line of Quarry Street 42 feet, more or less, northwestwardly and at right angles from the centerline of said near side track, said angle point being the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.1.

Document No.

D--0036-170

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania being designated as Parcel 138 on Railroad Branch and Section Map Nos. Philadelphia and Reading Terminal O, as revised to September 4, 1973, 1/4, as revised to September 4, 1973, and being all of the land of the Reading Company, as shown on the Map, which is bounded and described as follows:

Beginning at an angle point in the railroad property on the southerly line of Arch Street, near Station 4+80, more or less and 130 feet, more or less, westwardly and at right angles from the building line on the west side of Eleventh Street; thence extending easterly along the southerly line of Arch Street a distance of 50 feet, more or less, to another angle point, 80 feet, more or less, west of the building line on the west side of Eleventh Street; thence, extending southwardly parallel to Eleventh Street 138 feet, more or less, to another angle point; thence extending westwardly perpendicular to Eleventh Street, 50 feet, more or less, to another angle point; thence, extending north parallel to Eleventh Street 38 feet, more or less, to another angle point; thence, extending eastwardly perpendicular to Eleventh Street 10 feet, more or less, to another angle point; then extending northwardly parallel to Eleventh Street, 40 feet more or less, to another angle point; thence extending westwardly perpendicular to Eleventh Street, 10 feet more or less, to another angle point; thence, extending northwardly parallel to Eleventh Street, 60 feet, more or less, to another point, the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328-0.1.

Document No. D-0036-171

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 1832 on Railroad Branch and Section Map No. Philadelphia and Reading Terminal Railroad 3/4, as revised to May 4, 1973, and being all of the land of the Reading Company, as shown on the Map, which lies northwesterly of the following described line:

Beginning on the northwesterly line of the railroad right-of-way, at an angle point in the railroad property line near Station 32+29, more or less, and 15 feet northwestwardly and at right angles from the centerline of the near track; thence, extending northeastwardly parallel to and concentric with the centerline of said near track a distance of 207 feet, more or less, to another angle point on the southerly line of Buttonwood Street, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.6.

Document No. D-0036-172

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 1831 on Railroad Branch and Section Map No. Philadelphia and Reading Terminal Railroad 3/4, as revised to May 4, 1973, and being all of the land of the Reading Company, as shown on the Map, which lies northwesterly of the following described line:

Beginning on the northwesterly line of the railroad right-of-way, at an angle point in the railroad property line near Station 29+89, more or less, and 15 feet northwestwardly and at right angles from the centerline of the near track, as it was located on December 23, 1975; thence, extending northeastwardly parallel to or concentric with the centerline of said near track a distance of 155 feet, more or less, to another angle point on the westerly line of Tenth Street, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.6.

Document No. D-0036-173

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, being designated as Parcel 1830 on Railroad Branch and Section Map No. Philadelphia and Reading Terminal Railroad 3/4, as revised to May 4, 1973, and being all of the land of the Reading Company, as shown on the Map, which lies southeasterly and southerly of the following described lines:

Beginning on the southeasterly line of the railroad right-of-way, on the northerly line of Noble Street, at an angle point in the railroad property line near Station 29+74, more or less, and 12 feet southeastwardly and at right angles from the centerline of the near track, as it was located on December 23, 1975; thence extending northeastwardly parallel to the centerline of said near track a distance of 70 feet, more or less, to another angle point; thence, eastwardly 10 feet, more or less, to another angle point 16 feet, more or less, southeastwardly of and at right angles from the centerline of said near track, said angle point being the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.6.

Document No. D-0036-174

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 1829 on Railroad Branch and Section Map No. Philadelphia and Reading Terminal Railroad 3/4, as revised to May 4, 1973, and being all of the land of the Reading Company, as shown on the Map, which lies northwesterly of the following described line:

Beginning on the northwesterly line of the railroad right-of-way on the northerly line of Shamokin Street at an angle point in the railroad property line near Station 26+14, more or less, and 15 feet northwestwardly and at right angles from the centerline of the near track, as it was located on December 23, 1975; thence, extending northeastwardly parallel to and concentric with the centerline of said near track a distance of 183 feet, more or less, to another angle point on the south line of Noble Street, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.6.

Document No. D-0036-175

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia (14th Ward), County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 1631 on Railroad Branch and Section Map No. Philadelphia, Germantown and Norristown Railroad 1, as revised to January 30, 1967, and being all of the land of the Philadelphia, Germantown and Norristown Railroad Company, as shown on the Map, which lies northerly of Green Street and westerly of the following described line:

Beginning on the westerly line of the railroad right-of-way, at an angle point in the railroad property line near Station 42+20, more or less, and 42 feet westerly and at right angles from the centerline of the Northbound Express Track, as it was located December 2, 1975; thence, extending northwardly a distance of 200 feet, more or less, to another angle point 52 feet, more or less, westerly of the centerline of the Northbound Express Track, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.8.

Document No.

D-0036-176

RDG-CRC-SEPTA-RPO-3

All that parcel of land situate in the City of Philadelphia (14th Ward), County of Philadelphia, and Commonwealth of Philadelphia, being designated as Parcel 1632 on Railroad Branch and Section Map No. Philadelphia, Germantown and Norristown Railroad 1, as revised to January 30, 1967, and being all of the land of the Philadelphia, Germantown and Norristown Railroad Company, as shown on the Map, which lies northerly of Green Street, southerly of Fairmount Avenue and easterly of the following described line:

Beginning on the easterly line of the railroad right-of-way, at an angle point in the railroad property line near Station 42+47, more or less, and 30 feet easterly and at right angles from the centerline of the northbound local track, as it was located on December 2, 1975.

Thence, extending northwardly parallel to the centerline of said track a distance of 823 feet, more or less, to another angle point in the railroad property line in the southerly line of Fairmount Avenue, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0328 - 0.8.

D-0036-177

NOTICE

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

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

CONSOLIDATED RAIL CORPORATION

By: *Paul J. Quinn*
Vice President

D-0036-178

ACKNOWLEDGMENT OF RECEIPT AND
ACCEPTANCE OF CONVEYANCE DOCUMENTS

Pursuant to the Regional Rail Reorganization Act of 1973, as amended, Consolidated Rail Corporation ("Transferee") acknowledges receipt and acceptance from Andrew L. Lewis, Jr. and Joseph L. Castle, as Trustees of the Property of Reading Company, Debtor ("Transferor"), of the following Conveyance Documents:

Conveyance Document No.

Location of Property or
Description of Document

(RDG) CRC-SEPTA-RPO-3

Philadelphia County, Pa.

The Transferee hereby acknowledges that it has received and accepted the foregoing Conveyance Documents which have an effective date of 12:01 a.m. on May 3, 1976.

Where requested by the Transferor, and upon a reasonable basis in order to remove any uncertainty as to the effectiveness of this document, the Transferee will execute and deliver in recordable form a separate Acknowledgment of Receipt and Acceptance of Conveyance Document with respect to any Conveyance Document.

IN WITNESS WHEREOF, Consolidated Rail Corporation has caused this Acknowledgment of Receipt and Acceptance of Conveyance Documents to be executed in its name by **LAWRENCE A. HUFF**, its

Assistant Vice President - Real Estate

, duly authorized so to do and attested by

D. R. POWELL

, its

which are to have an effective date as of the 3rd day of May 1976,

and does hereby constitute and appoint said **LAWRENCE A. HUFF**

D-0036-179

its true and lawful attorney in fact for it and in its name to
acknowledge this Acknowledgment of Receipt and Acceptance of Convey-
ance Documents as its act and deed.

CONSOLIDATED RAIL CORPORATION

BY:

Wm. A. Luff
ASST. VICE, PRESIDENT-REAL ESTATE

AM.

ATTEST:

W. C. Pardee
ASSISTANT SECRETARY

DATE:

5/1/80

FORM OF CERTIFICATION TO BE USED
AS REQUIRED BY CITY OF PHILADELPHIA
REAL ESTATE TRANSFER TAX ORDINANCE

D-0036-180

Eugene, N. Cipriani, Esquire

certifies that he is connected with

(Name) Andrew L. Lewis, Jr. and Joseph L. Castle,

Trustees of Reading Company, Debtor

PA 19462

(Grantor)

1 Plymouth Meeting, Plymouth Meeting, and Consolidated Rail Corporation

(Address of grantor)

(Grantee)

6 Penn Center Plaza, Phila., PA 19104

(Address of grantee)

with regard to which this certificate is given in the capacity of

Attorney for Southeastern Pennsylvania Transportation Authority and that the true, full and complete consideration of such

transaction, including liens and other encumbrances, is One Dollars.

1.00

(See Addendum below)

This property is tax exempt under the provisions of the Metropolitan

The highest assessed value of said real estate for local tax purposes is

Transportation Authorities Act of 1963, 66 P.S. §§ 2001 et seq. (now superceded by

Dollars (\$).

the Pennsylvania Mass Transportation Act of 1980)

The fair value of the property is Dollars (\$).

If the above transaction is not taxable in whole or in part, give detailed explanation in this space.

This transfer is exempt under Section 303(e) of the Regional Rail Reorganization Act of 1973, as amended (Public Law 93-236, January 2, 1974), which exempts all conveyances thereunder from any and all transfer taxes.

Addendum

The consideration being paid by the Grantee to the Grantor for a portion of the railroad property (the Ninth Street Branch and the City Branch of the former Reading Company) conveyed pursuant to the Deed attached hereto is \$1,454. The consideration being paid by the Grantee to the Grantor for a portion of the railroad property (the Chestnut Hill Branch of the former Reading Company) conveyed pursuant to the Deed attached hereto and another Deed to Grantee from the Philadelphia, Germantown and Norristown Railroad Company, to be recorded in Philadelphia County, Pennsylvania, is \$308,547. The consideration being paid by the Grantee to the Grantor for a portion of the railroad property (the Newtown Branch of the former Reading Company) conveyed pursuant to the Deed attached hereto and two other Deeds from Grantor to be recorded in Montgomery and Bucks Counties, Pennsylvania, is \$357,924. The total consideration has not been allocated separately among the various rail properties included within this Deed or within the three other Deeds hereinbefore mentioned to be recorded in Philadelphia, Montgomery and Bucks Counties, Pennsylvania, nor is such allocation believed necessary where the conveyance is, by Act of Congress, exempt from the Real Estate Transfer Taxes.

I certify that the statements contained herein are true and correct to the best of my knowledge

and I understand that if I knowingly make any false statement herein I am subject to such penalties as may

be imposed by law or ordinance.

Eugene N. Cipriani

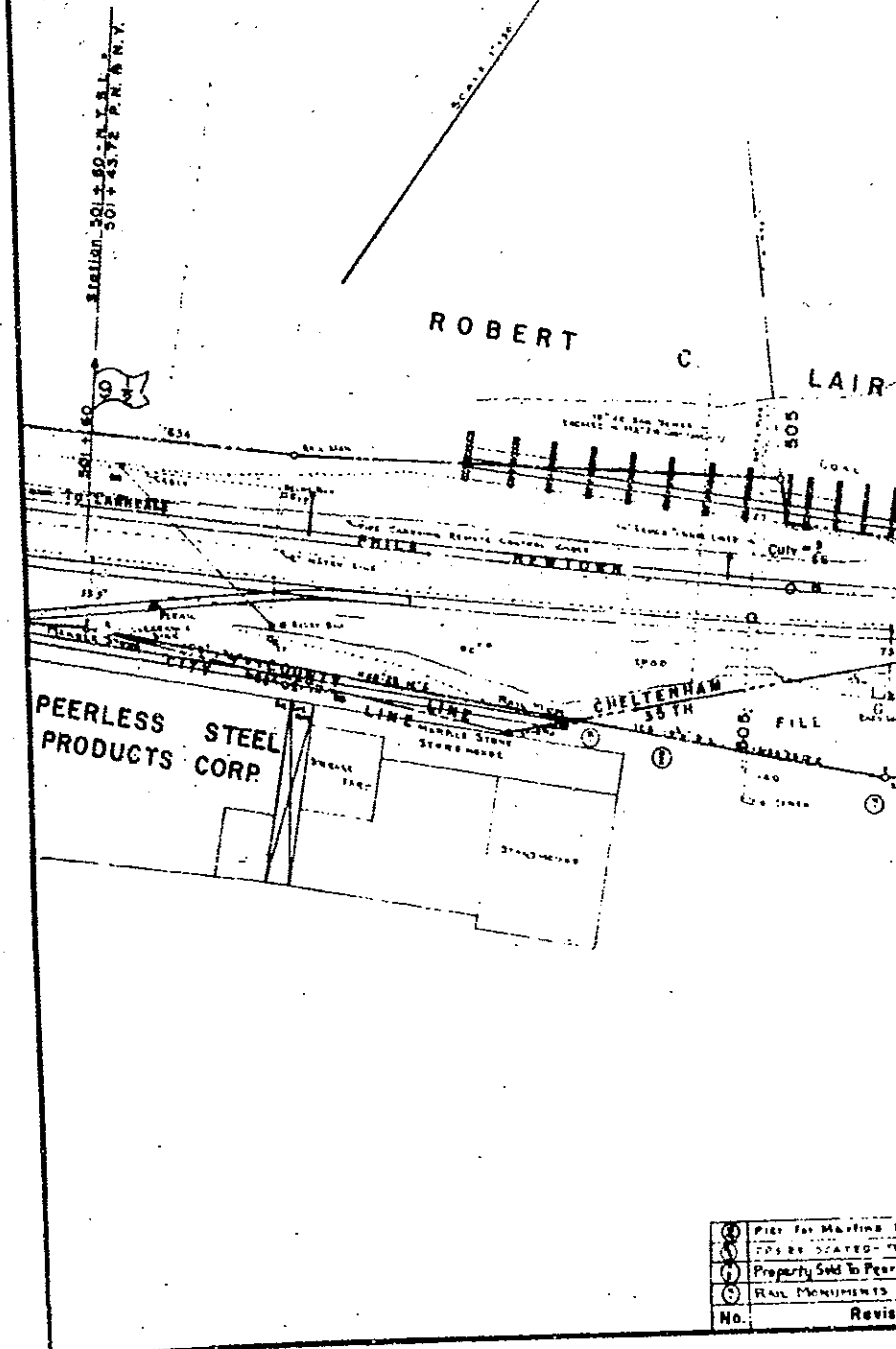
(Signature)

D-0036-181

NEW YORK SHORT LINE BRANCH

Document RDG-CRC-SEPTA-RPO-3

Andrew L. Lewis, Jr. and Joseph L. Castle, as Trustees of the
of Reading Company, Debit to Consolidated Rail Corporation
(Conrail) dated May 3, 1976 AND
Conrail to Southeastern Pennsylvania Transportation Authority
(SEPTA) dated May 3, 1976
Exhibit A" Page: 4
Exhibit B" Page: 5



D-0036-184

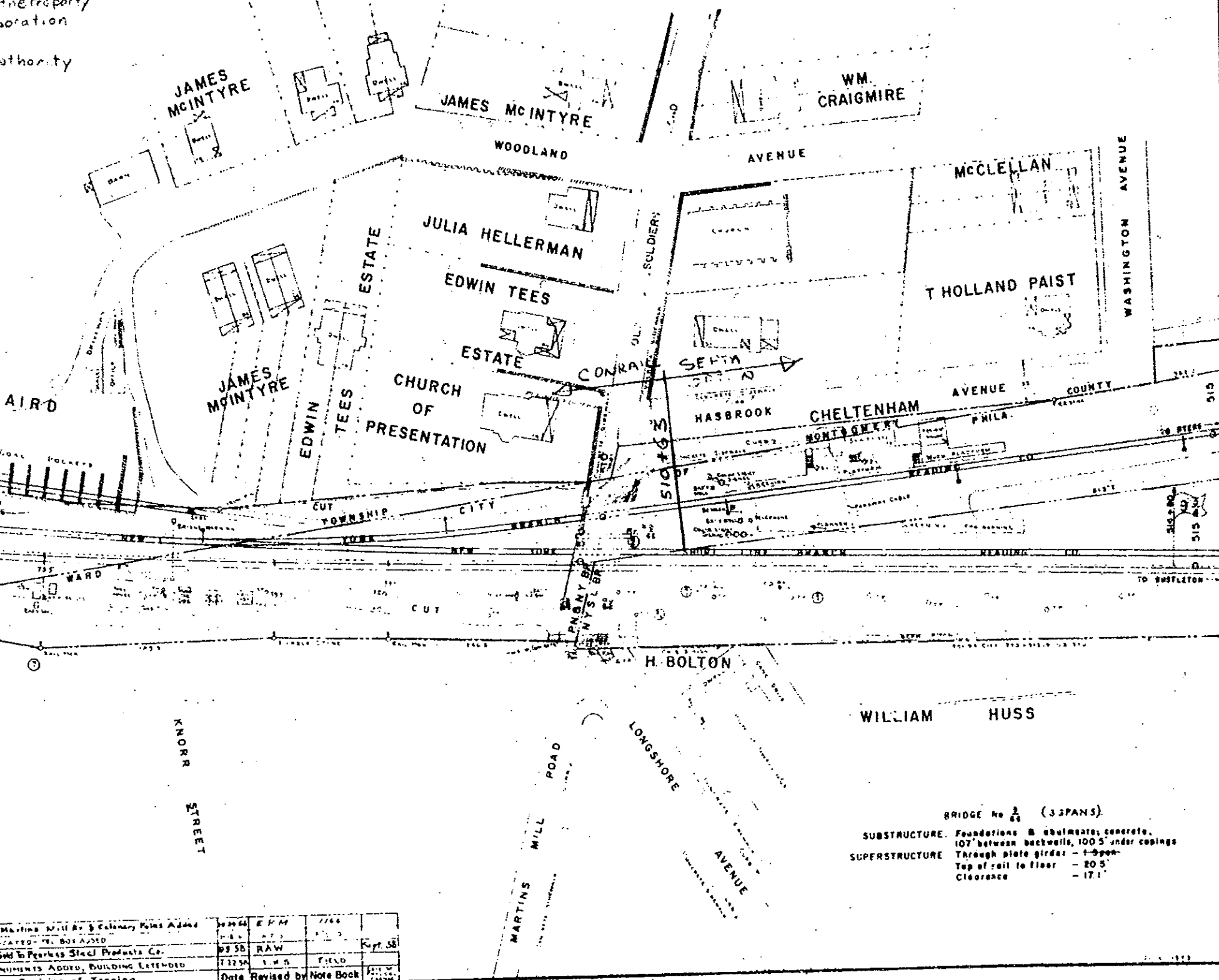
D-0036-182

D-0036-183

35TH WARD, CITY OF PHILADELPHIA
AND
CHELTENHAM TWP., MONTGOMERY CO., PENNA.

(93)

the Property
Location
Authority



Martins Mill & Co. Stationary Poles Added	1/1/64	EPM	1/1/64
Added to Perkins Steel Products Co.	1/1/64	RAW	1/1/64
Revisions Added, Building Extended	1/1/64	RAW	1/1/64
Revision of Tracing	Date Revised by	Note Book	1/1/64

D-0036-185

D-0036-186

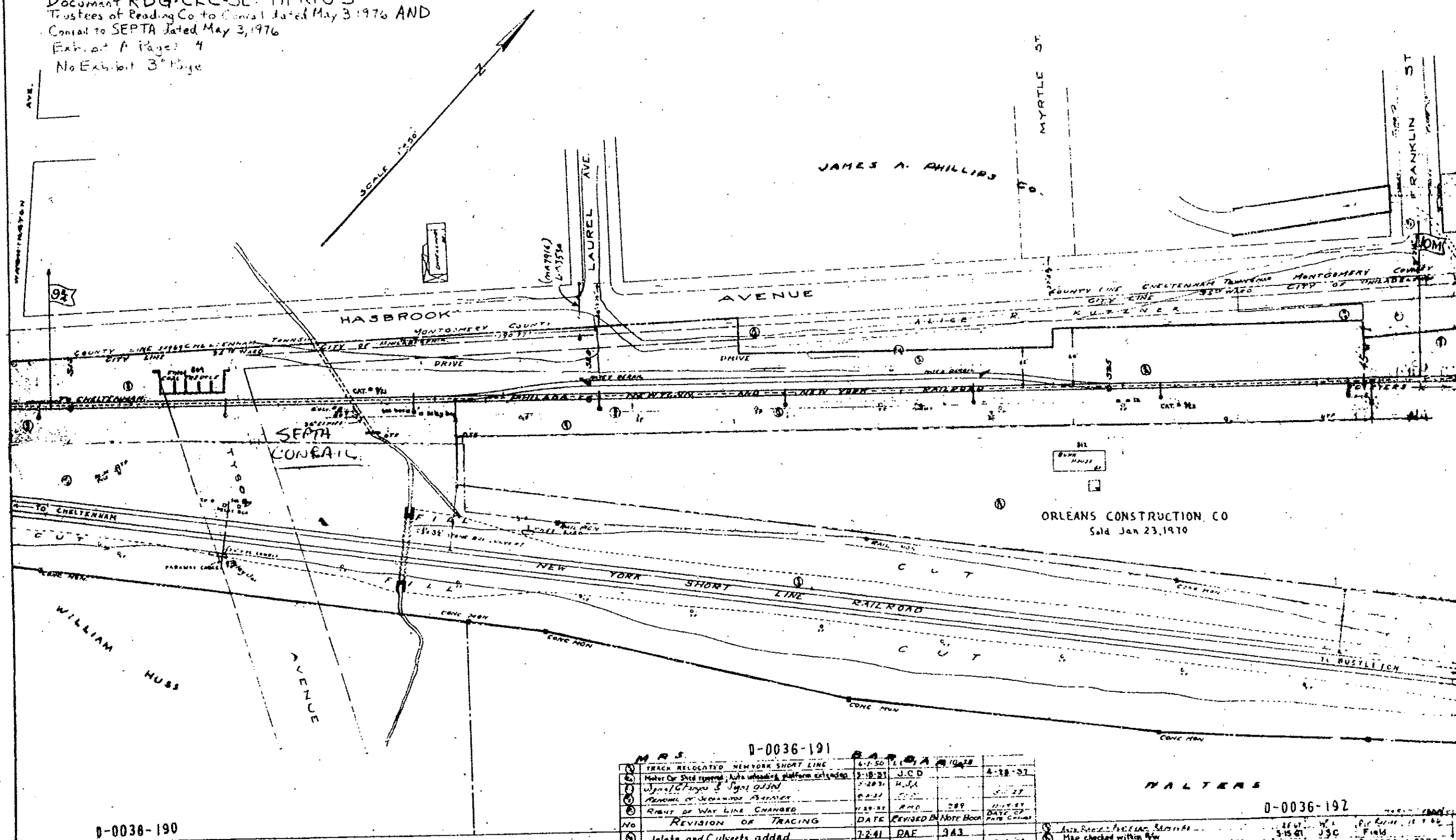
D-0036-187

D-0036-188

D-0036-189

PHILA., NEWTOWN & NEW YORK R. R.
 Document RDG-CRC-SEPTA-RPO-3
 Trustees of Reading Co. to Conrail dated May 3, 1976 AND
 Conrail to SEPTA dated May 3, 1976
 Exhibit A Page 4
 No Exhibit B Page

35TH WARD, CITY OF PHILADELPHIA AND
 CHELTENHAM TWP., MONTGOMERY CO., PA



D-0036-190

D-0036-191

NO.	REVISION OR TRACING	DATE	REVISED BY	NOTE BOOK
1	TRACK RELOCATED NEW YORK SHORT LINE	6-1-50	J.C.D.	1-1-50
2	Water Cut Shed removed, Auto unloading platform extended	7-18-51	J.C.D.	1-1-50
3	Signs changed	7-28-51	H.M.A.	1-1-50
4	Removal of existing building	8-2-51	J.C.D.	1-1-50
5	Right of Way Line changed	1-19-52	R.M.D.	289
6	Isolates and Culverts added	7-2-51	DAE	343
7	Buildings No. 810 & 811 removed	1-18-50	P.H.	DIV
8	Map checked within R/W	6-14-52	L.C.F.	FIELD
9	Signs removed	6-15-52	R.W.C.	FIELD
10	Culverts Structures Added	8-2-56	E.F.M.	716

D-0036-192

1	Auto unloading platform removed	1-1-50	J.C.D.	1-1-50
2	Map checked within R/W	1-15-51	J.C.D.	1-1-50
3	Property sold to Orleans Construction Co.	2-10-50	M.G.M.	P-15938
4	Property sold to Anna K. Kufner	1-1-51	R.C.B.	P-15938

D-0036-193

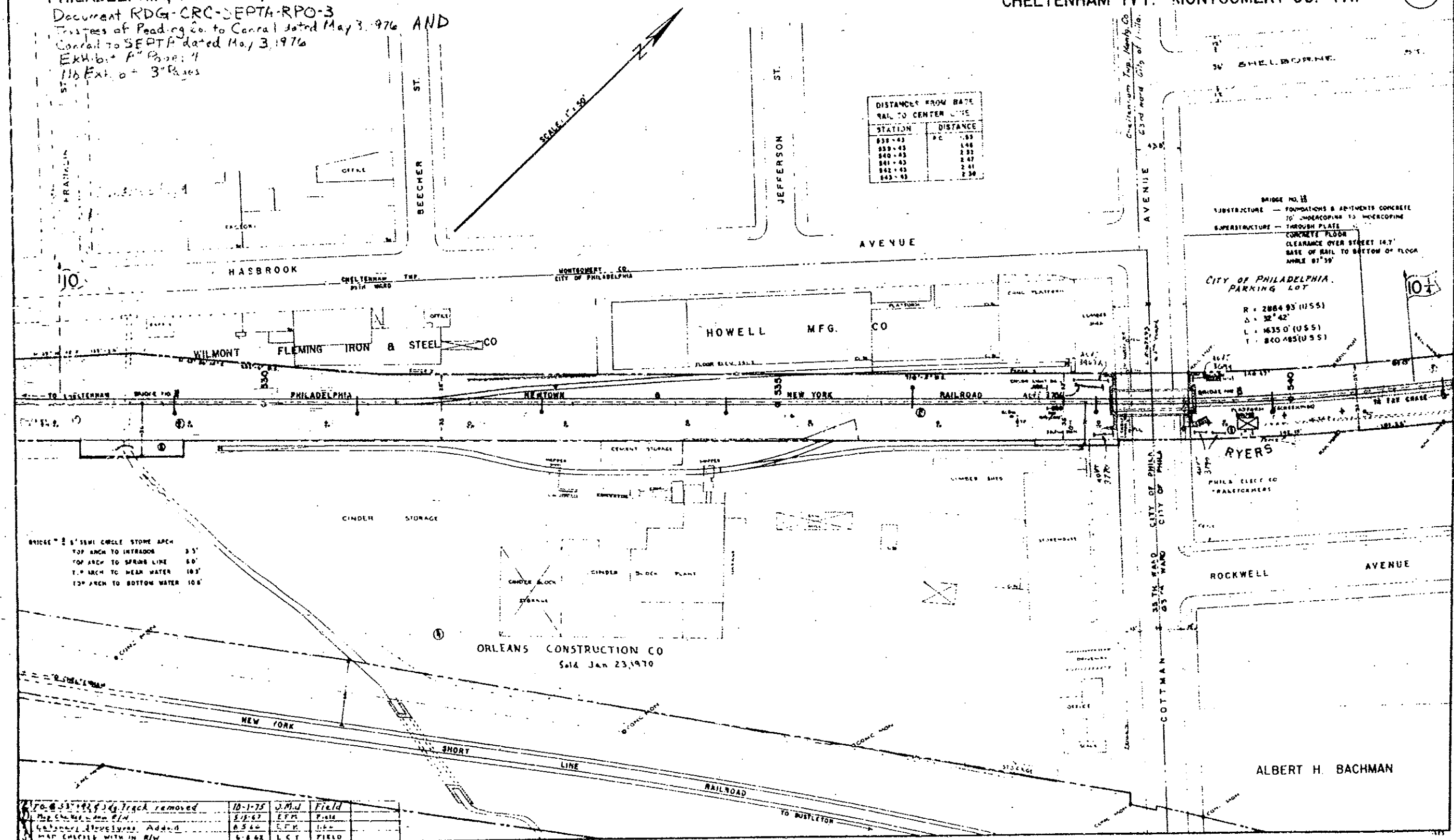
D-0036-194

D-0036-195

PHILADELPHIA, NEWTOWN, & NEW YORK R.R.
 Document RDG-CRC-SEPTA-RPO-3
 Trusts of Reading Co. to Central dated May 3, 1976 AND
 Contract to SEPTA dated May 3, 1976
 Exhibit A Page 1
 116 Ext. 0 + 3 Pages

63 RD, 56 TH & 35TH WARDS CITY OF PHILADELPHIA
 CHELTENHAM TWP. MONTGOMERY CO. PA.

104



1. Property Sold to Orleans Const. Co.	10-1-75	J.M.W.	Field
2. Property Conveyed to Franklin Holding Corp.	11-1-75	E.F.M.	Field
3. Revision of Tracing	1-1-76	E.F.M.	Field
4. Property Sold to Orleans Const. Co.	2-1-76	M.G.M.	Field
5. Property Conveyed to Franklin Holding Corp.	7-5-74	J.M.W.	Field

D-0036-197

D-0036-198

D-0036-196

D-0036-199

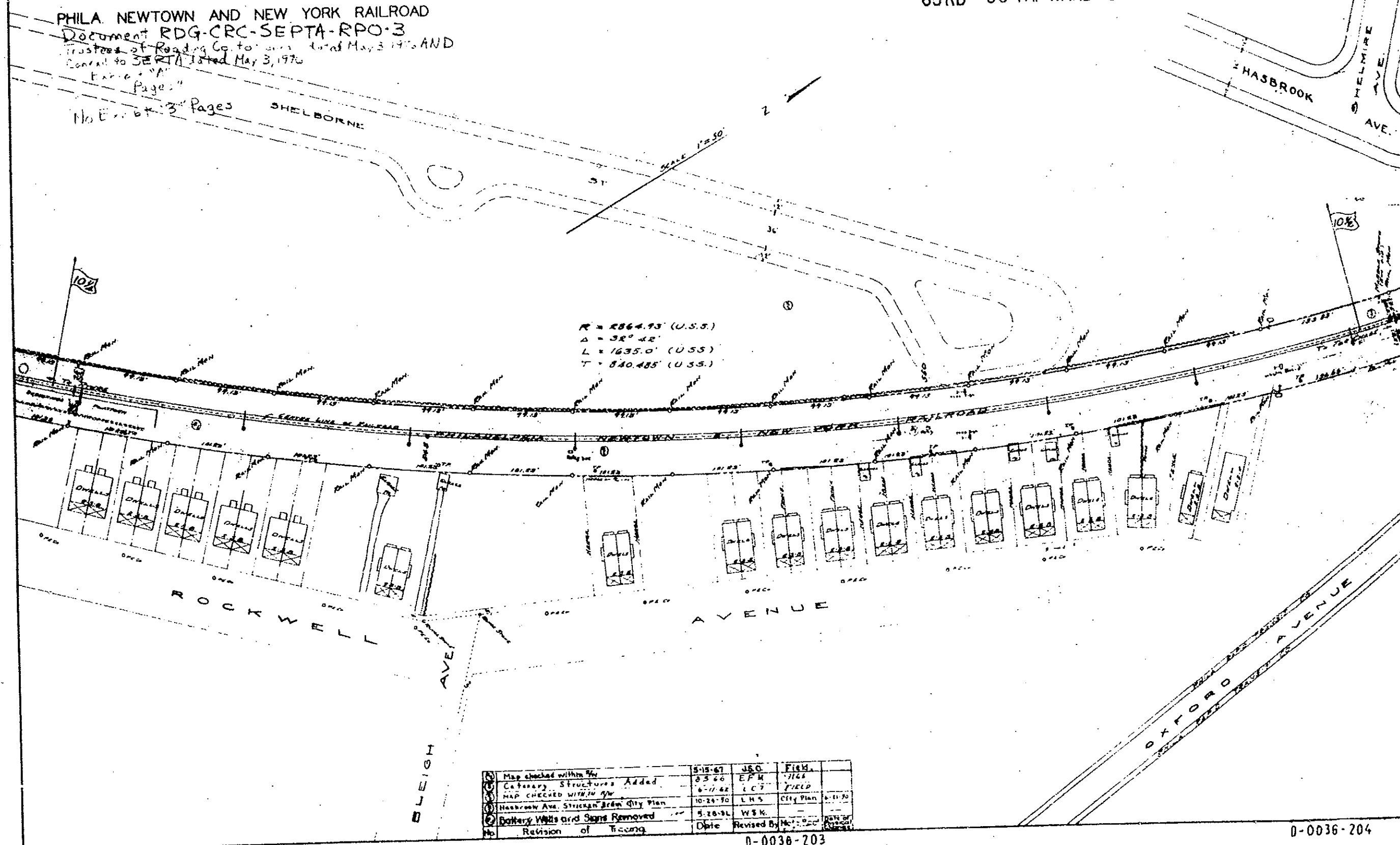
D-0036-200

D-0036-201

108

PHILA. NEWTOWN AND NEW YORK RAILROAD
 Document RDG-CRC-SEPTA-RPO-3
 Trustees of Reading Co. to SEPTA dated May 3, 1970 AND
 Consent to SEPTA dated May 3, 1970
 Page 3 of 3 Pages

63RD 56TH WARD CITY OF PHILADELPHIA, PA.



D-0036-202

D-0036-203

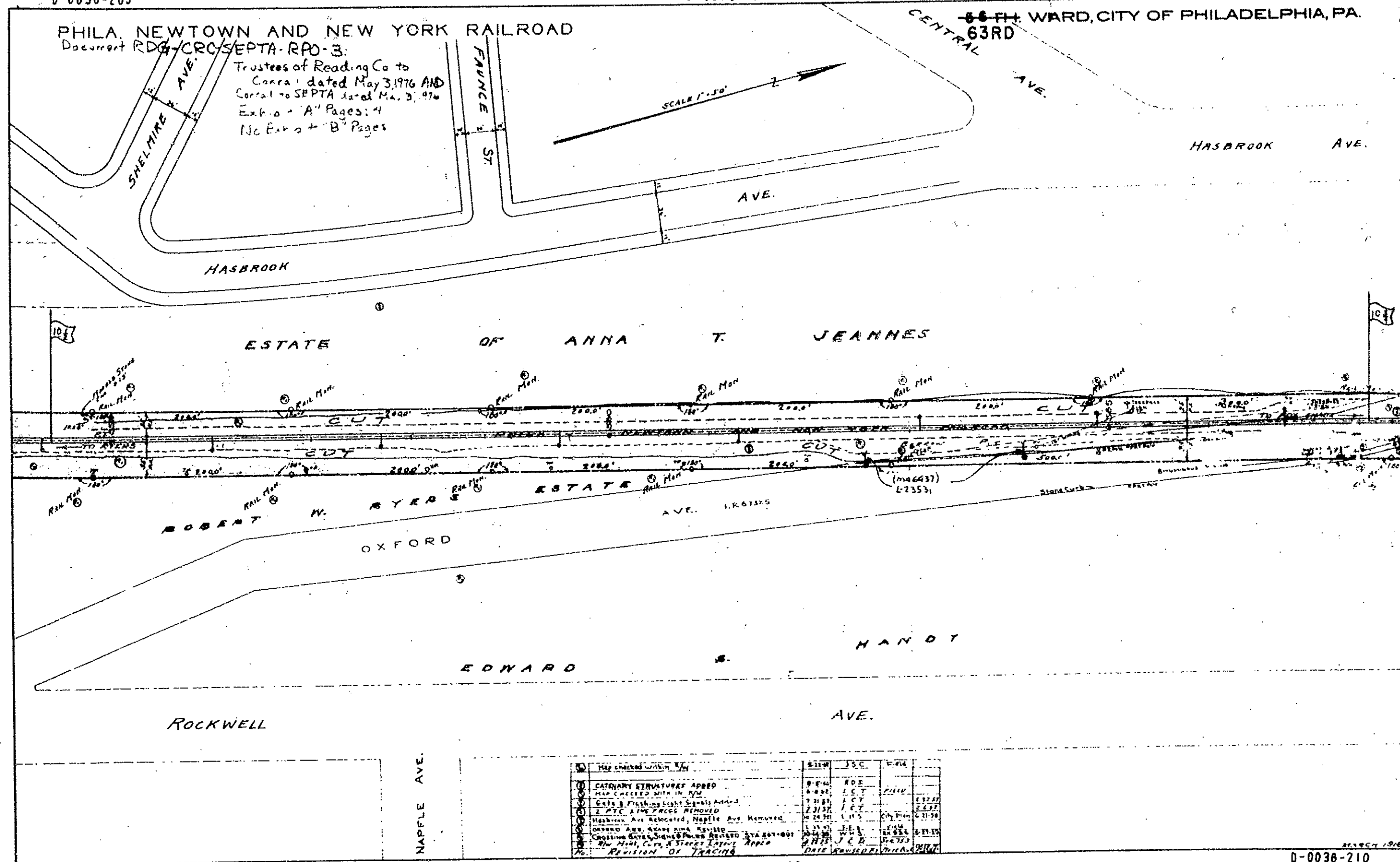
D-0036-204

D-0036-205

D-0036-206

D-0036-207

104



D-0036-208

D-0036-209

D-0036-210

NEWTOWN BRANCH, READING COMPANY
Document RDG-CRC-SEPTA-RPO-3
Trustees of Reading Co. to Conrail dated May 3, 1976 AND
Conrail to SEPTA dated May 3, 1976
Exhibit "A" Page 4
11. Exhibit "B" Pages

63rd WARD, CITY OF PHILADELPHIA

D-0036-213

NORTH
Scale 1" = 50'

HASBROOK AVENUE

OXFORD AVENUE L.R. 67325

H. P. BOONE

S.L. & W.A. YERKES

LAND TITLE & TRUST CO.

HARPER DEAN

ROCKWELL AVENUE

0-0036-215

D-0036-216

0-0036-214

D-0036-217

D-0036-218

D-0036-219

PHILADELPHIA NEWTOWN AND NEW YORK RAILROAD

Doc. ment RDG-CRC-SEPTA-RPO-3

Trustees of Reading Co. to Corral dated

May 3, 1976 AND

Corral to SEPTA

dated May 13, 1976

OXFORD AVENUE

By J. B. Mathers

In 3 pages

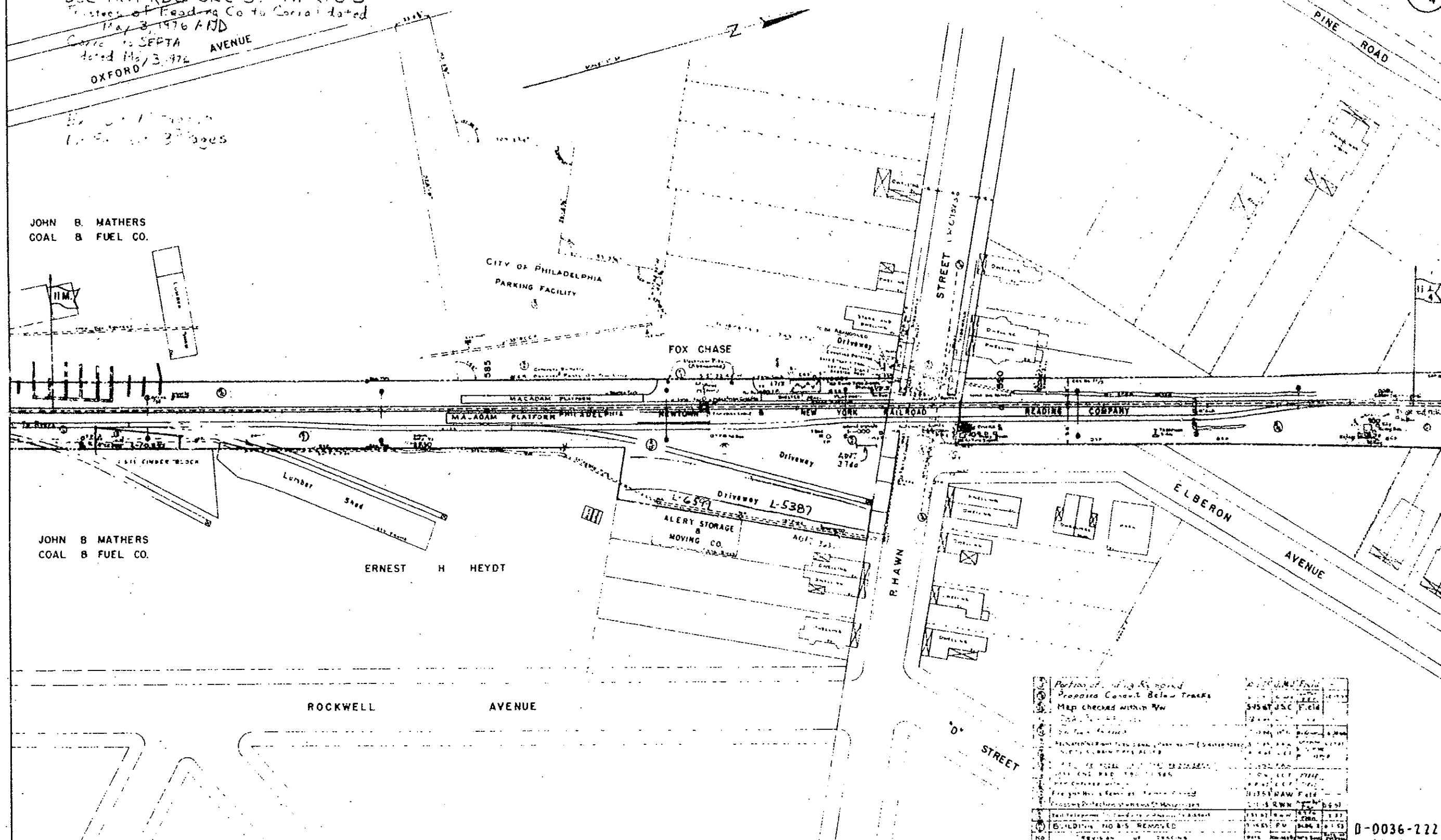
JOHN B. MATHERS
COAL & FUEL CO.JOHN B. MATHERS
COAL & FUEL CO.

ERNEST H. HEYDT

ROCKWELL AVENUE

56TH WARD, CITY OF PHILADELPHIA, PA.
63RD

11 1/4



1	Portion of map showing proposed consent below tracks	5456 JSC Field
2	Map checked within 90	5456 JSC Field
3	Map checked within 90	5456 JSC Field
4	Map checked within 90	5456 JSC Field
5	Map checked within 90	5456 JSC Field
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100	Map checked within 90	5456 JSC Field

D-0036-222

D-0036-220

D-0036-221

PHILADELPHIA, NEWTOWN, & NEW YORK BRANCH

Docurrent RDG-CRC-SEPTA-RPO-3

Trustees of Reading Co to Conrail dated May 3, 1976 AND
Conrail to SEPTA dated May 3, 1976

Corra to SEPTA dated May 3, 1976

6000
 7000

63rd WARD, CITY OF PHILADELPHIA, PA.

0-0036-225

11½

RICHARD Y. FILBERT

BRIDGE No 11/34, Rebuilt 1964

Substructure -- Concrete Abutments
44'-3" Face to Face of Abutments
23'-6" Normal to Track

Superstructure -- Prestressed Concrete
Clearance 20'-8 1/2"

JOHN HENNINGS

ALBERT FERTIG

JOHN HENNINGS

RICHARD S. WILSON ESTATE

JOSEPH ASHBY

ROCKWELL AVE

D-0036-226

D-0036-227

■ -0036-228

VOT FIELD CHECKS

D-0036-229

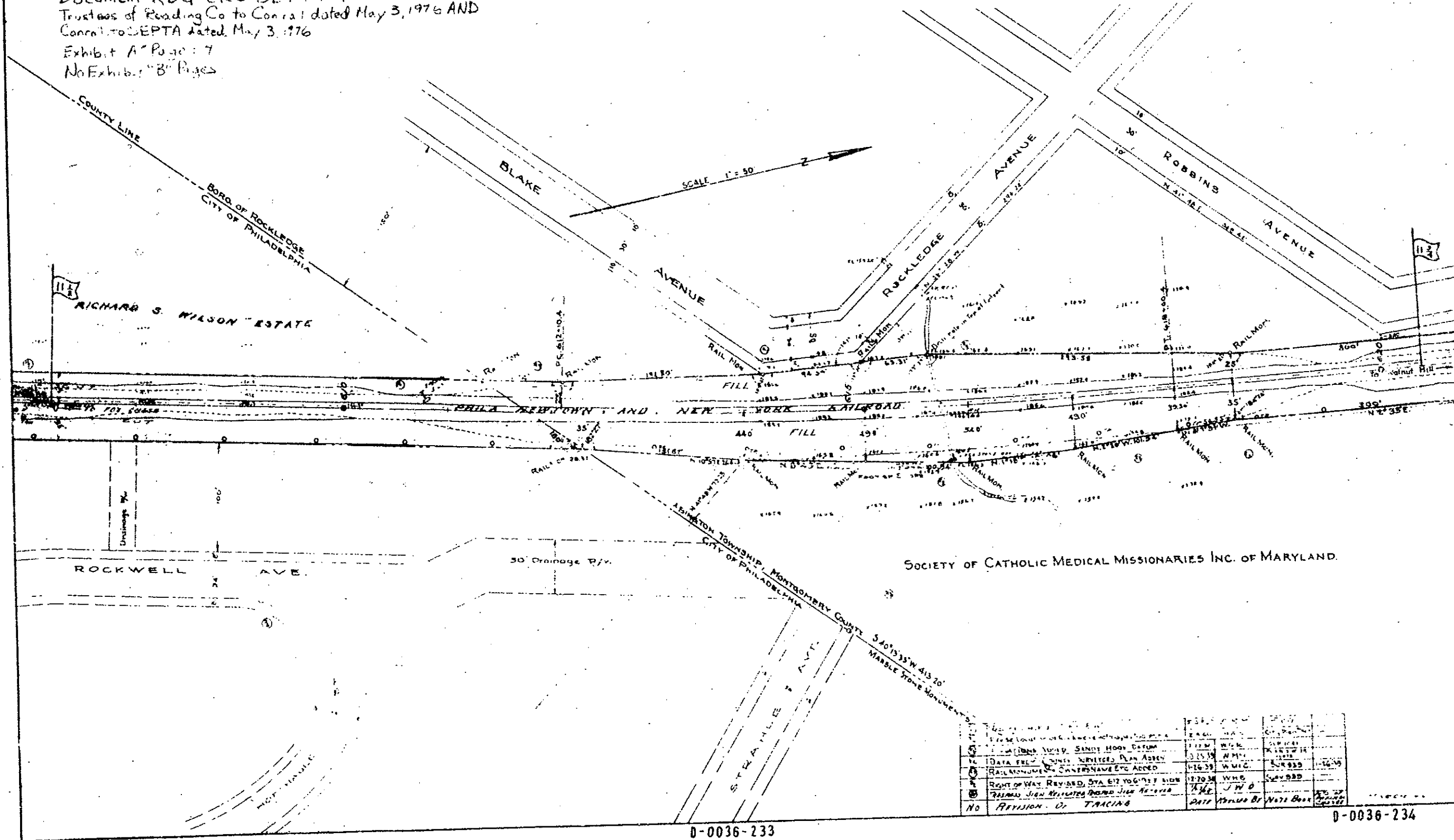
D-0036-230

63RD

D-0036-231

PHILA. NEWTOWN AND NEW YORK RAILROAD
 Document RDG-CRC-SEPTA-RPO-3
 Trustees of Reading Co to Conrail dated May 3, 1976 AND
 Conrail to SEPTA dated May 3, 1976
 Exhibit A Page 7
 No Exhibit B Pages

56TH WARD, CITY OF PHILADELPHIA
 BORO. OF ROCKLEDGE AND ABINGTON TWP.
 MONTGOMERY COUNTY, PA.



D-0036-232

D-0036-233

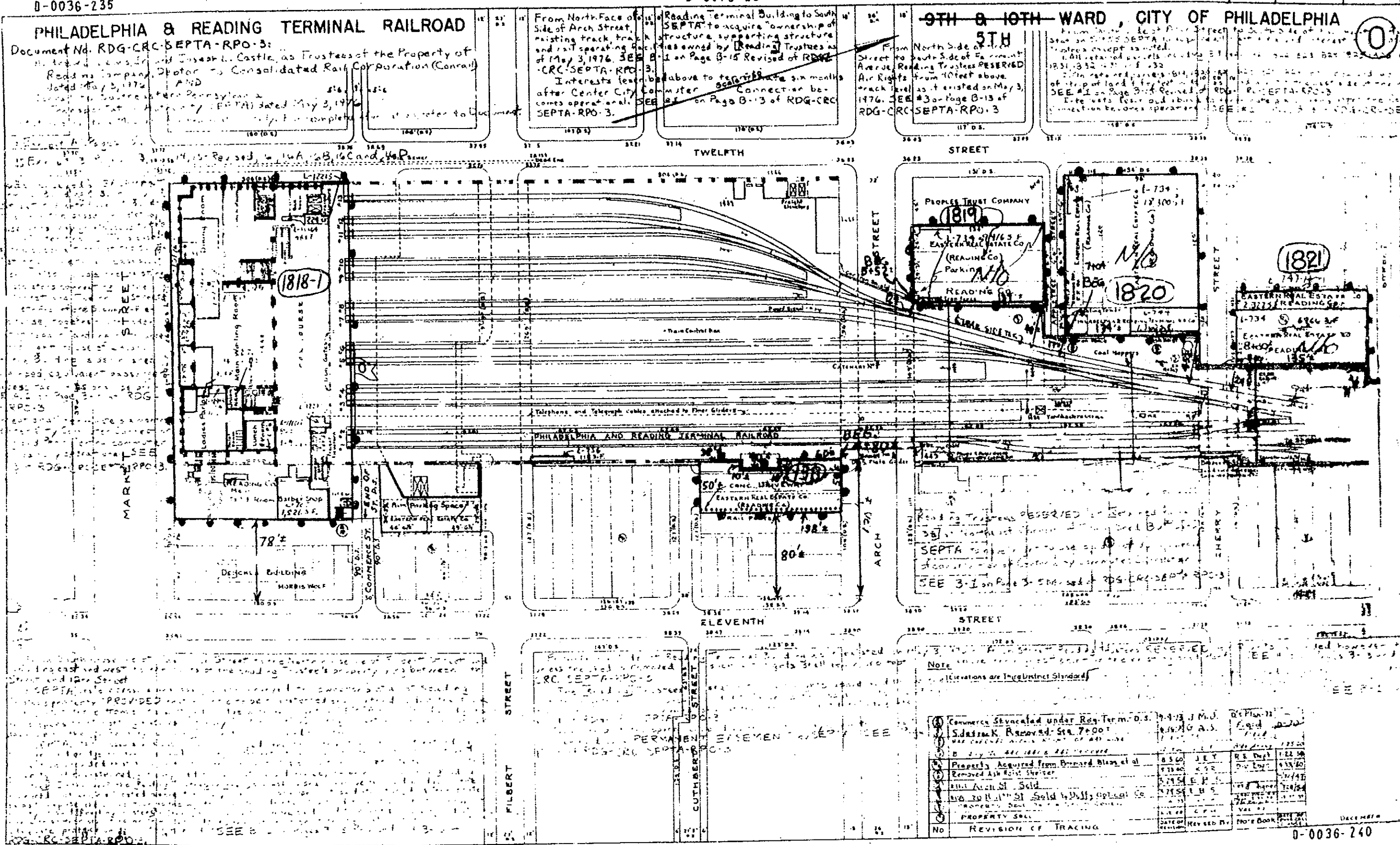
D-0036-234

PHILADELPHIA & READING TERMINAL RAILROAD
Document No. RDG-CRC-SEPTA-RPO-3:
Philadelphia, Pa., and Joseph L. Castle, as Trustees of the Property of
Reading Company, Deutor to Consolidated Rail Corporation (Conrail)
Dated May 3, 1978 ASD s/s: P/S: s/s:
Copies of this document are being furnished to
Philadelphia, Pa., and SEPTA dated May 3, 1978.
This document is a copy of the original file, complete form is referred to
the original file.

From North Face of Building to South Side of Arch Street, existing track, and structure to be owned by Reading Trusts as of 1 May 1976. SEPTA RPO-3.1 on Page B-15 Revised of RDG-CRC SEPTA RPO-3.1

Interests in building above to Reading Trusts for 30 months after Center City Computer Connector becomes operational. SEPTA RPO-3.1 on Page B-13 of RDG-CRC SEPTA RPO-3.1

From North Side of
Street to South Side of Avenue, Reading Trustless RESERVED
Air Rights from 10 feet above
track level as it existed on May 3,
1976. SEE #3 on Page B-13 of
RDG-CRC-SEPTA-RPU.3

[illegible]

0-0036-239

0-0036-240

0-0036-241

PHILADELPHIA & READING TERMINAL BRANCH

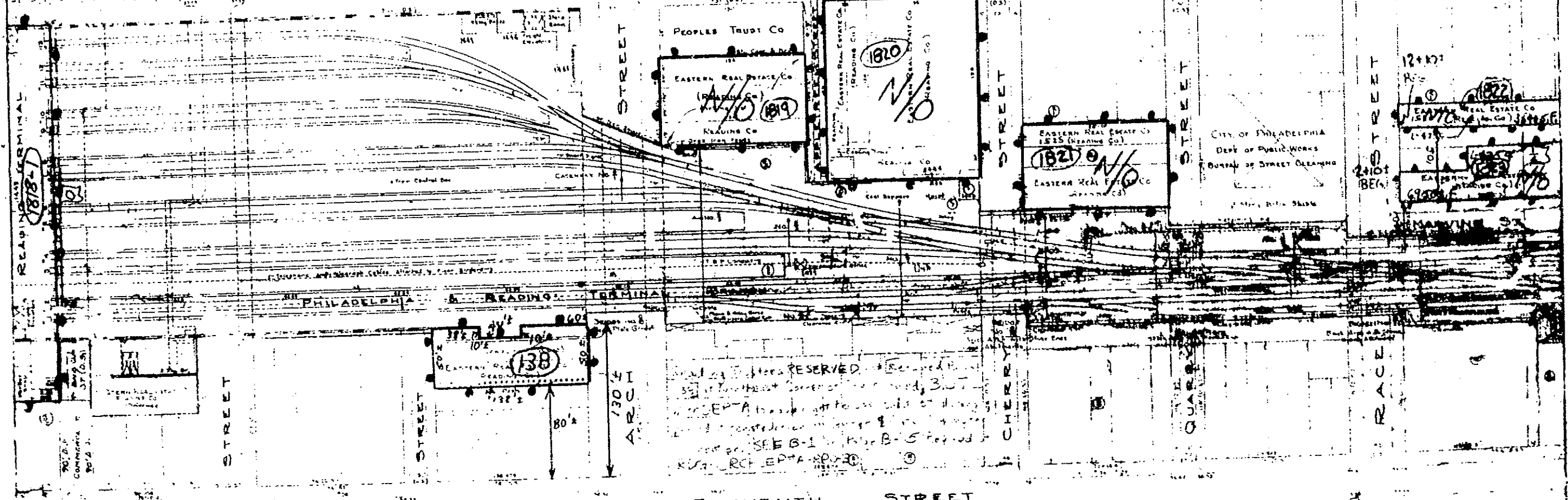
Map of the Philadelphia & Reading Terminal Branch, showing the layout of the tracks and the surrounding streets. The map includes the names of the streets, the names of the companies that own the land, and the names of the people who have been involved in the project. The map also shows the location of the Reading Terminal and the Philadelphia & Reading Terminal Branch.

Map	Owner	Area	Notes
1	Peoples Trust Co.	1000-1001	1000-1001
2	Eastern Real Estate Co.	1002-1003	1002-1003
3	Reading Co.	1004-1005	1004-1005
4	Reading Co.	1006-1007	1006-1007
5	Reading Co.	1008-1009	1008-1009
6	Reading Co.	1010-1011	1010-1011
7	Reading Co.	1012-1013	1012-1013
8	Reading Co.	1014-1015	1014-1015
9	Reading Co.	1016-1017	1016-1017
10	Reading Co.	1018-1019	1018-1019
11	Reading Co.	1020-1021	1020-1021
12	Reading Co.	1022-1023	1022-1023
13	Reading Co.	1024-1025	1024-1025
14	Reading Co.	1026-1027	1026-1027
15	Reading Co.	1028-1029	1028-1029
16	Reading Co.	1030-1031	1030-1031
17	Reading Co.	1032-1033	1032-1033
18	Reading Co.	1034-1035	1034-1035
19	Reading Co.	1036-1037	1036-1037
20	Reading Co.	1038-1039	1038-1039
21	Reading Co.	1040-1041	1040-1041
22	Reading Co.	1042-1043	1042-1043
23	Reading Co.	1044-1045	1044-1045
24	Reading Co.	1046-1047	1046-1047
25	Reading Co.	1048-1049	1048-1049
26	Reading Co.	1050-1051	1050-1051
27	Reading Co.	1052-1053	1052-1053
28	Reading Co.	1054-1055	1054-1055
29	Reading Co.	1056-1057	1056-1057
30	Reading Co.	1058-1059	1058-1059
31	Reading Co.	1060-1061	1060-1061
32	Reading Co.	1062-1063	1062-1063
33	Reading Co.	1064-1065	1064-1065
34	Reading Co.	1066-1067	1066-1067
35	Reading Co.	1068-1069	1068-1069
36	Reading Co.	1070-1071	1070-1071
37	Reading Co.	1072-1073	1072-1073
38	Reading Co.	1074-1075	1074-1075
39	Reading Co.	1076-1077	1076-1077
40	Reading Co.	1078-1079	1078-1079
41	Reading Co.	1080-1081	1080-1081
42	Reading Co.	1082-1083	1082-1083
43	Reading Co.	1084-1085	1084-1085
44	Reading Co.	1086-1087	1086-1087
45	Reading Co.	1088-1089	1088-1089
46	Reading Co.	1090-1091	1090-1091
47	Reading Co.	1092-1093	1092-1093
48	Reading Co.	1094-1095	1094-1095
49	Reading Co.	1096-1097	1096-1097
50	Reading Co.	1098-1099	1098-1099
51	Reading Co.	1100-1101	1100-1101
52	Reading Co.	1102-1103	1102-1103
53	Reading Co.	1104-1105	1104-1105
54	Reading Co.	1106-1107	1106-1107
55	Reading Co.	1108-1109	1108-1109
56	Reading Co.	1110-1111	1110-1111
57	Reading Co.	1112-1113	1112-1113
58	Reading Co.	1114-1115	1114-1115
59	Reading Co.	1116-1117	1116-1117
60	Reading Co.	1118-1119	1118-1119
61	Reading Co.	1120-1121	1120-1121
62	Reading Co.	1122-1123	1122-1123
63	Reading Co.	1124-1125	1124-1125
64	Reading Co.	1126-1127	1126-1127
65	Reading Co.	1128-1129	1128-1129
66	Reading Co.	1130-1131	1130-1131
67	Reading Co.	1132-1133	1132-1133
68	Reading Co.	1134-1135	1134-1135
69	Reading Co.	1136-1137	1136-1137
70	Reading Co.	1138-1139	1138-1139
71	Reading Co.	1140-1141	1140-1141
72	Reading Co.	1142-1143	1142-1143
73	Reading Co.	1144-1145	1144-1145
74	Reading Co.	1146-1147	1146-1147
75	Reading Co.	1148-1149	1148-1149
76	Reading Co.	1150-1151	1150-1151
77	Reading Co.	1152-1153	1152-1153
78	Reading Co.	1154-1155	1154-1155
79	Reading Co.	1156-1157	1156-1157
80	Reading Co.	1158-1159	1158-1159
81	Reading Co.	1160-1161	1160-1161
82	Reading Co.	1162-1163	1162-1163
83	Reading Co.	1164-1165	1164-1165
84	Reading Co.	1166-1167	1166-1167
85	Reading Co.	1168-1169	1168-1169
86	Reading Co.	1170-1171	1170-1171
87	Reading Co.	1172-1173	1172-1173
88	Reading Co.	1174-1175	1174-1175
89	Reading Co.	1176-1177	1176-1177
90	Reading Co.	1178-1179	1178-1179
91	Reading Co.	1180-1181	1180-1181
92	Reading Co.	1182-1183	1182-1183
93	Reading Co.	1184-1185	1184-1185
94	Reading Co.	1186-1187	1186-1187
95	Reading Co.	1188-1189	1188-1189
96	Reading Co.	1190-1191	1190-1191
97	Reading Co.	1192-1193	1192-1193
98	Reading Co.	1194-1195	1194-1195
99	Reading Co.	1196-1197	1196-1197
100	Reading Co.	1198-1199	1198-1199

0-0036-242

9TH & 10TH WARD, CITY OF PHILADELPHIA 5TH

Map of the 9th & 10th Ward, City of Philadelphia, showing the layout of the tracks and the surrounding streets. The map includes the names of the streets, the names of the companies that own the land, and the names of the people who have been involved in the project. The map also shows the location of the Reading Terminal and the Philadelphia & Reading Terminal Branch.



ELEVENTH STREET

Map of the Eleventh Street area, showing the layout of the tracks and the surrounding streets. The map includes the names of the streets, the names of the companies that own the land, and the names of the people who have been involved in the project. The map also shows the location of the Reading Terminal and the Philadelphia & Reading Terminal Branch.

No.	REVISION OF TRACING	DATE	REVISION	BY	NOTE BOOK	DATE
1	Commerce St. vacated under Rdy. Term.	7-4-75	J.M.J.	25	11/11	

0-0036-244

0-0036-245

0-0036-246

0-0036-247

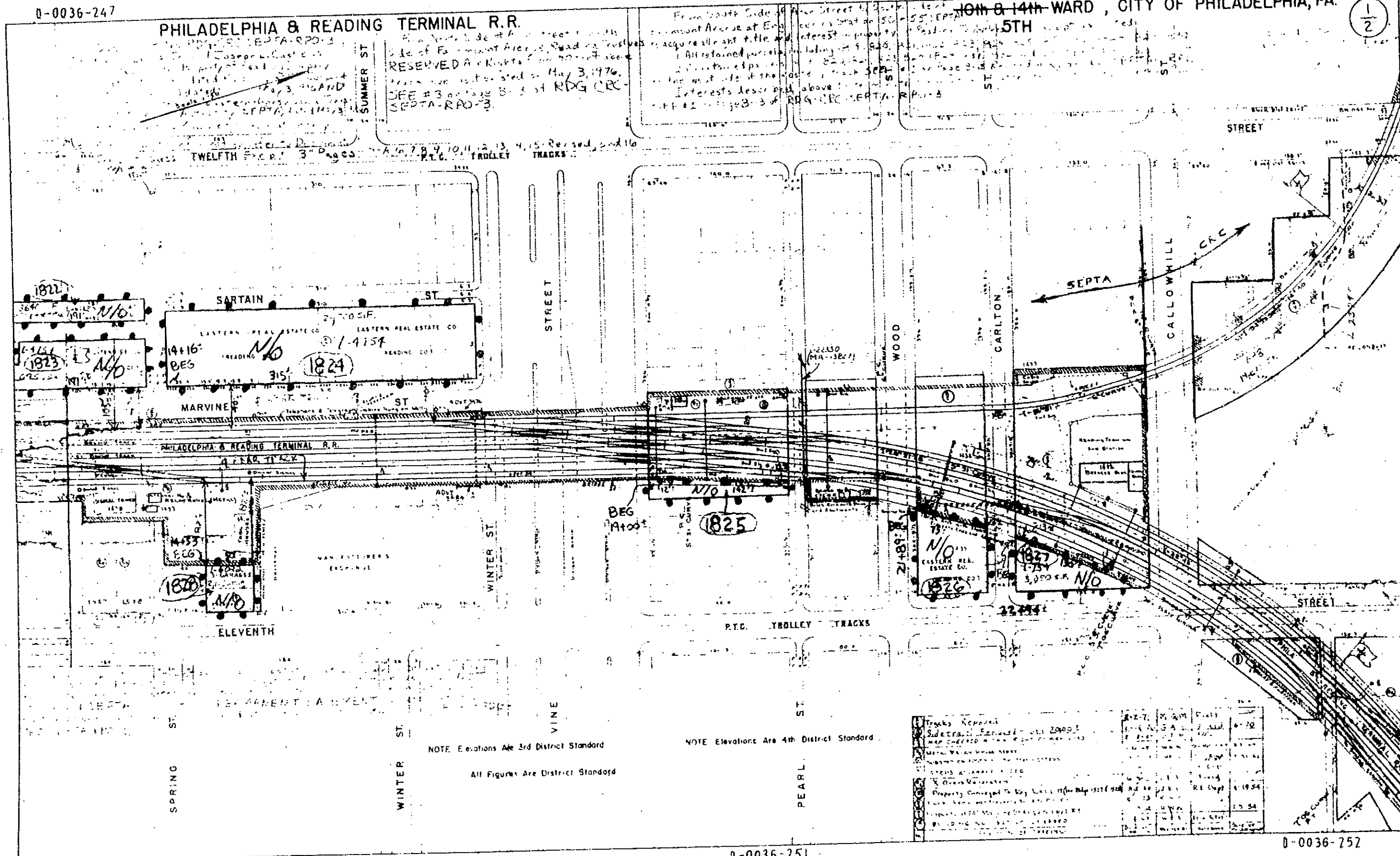
0-0036-248

0328-0.3, 0.4, 0.4, 0.4, 0.3

PHILADELPHIA & READING TERMINAL R.R.

TERMINAL R.R.
Side of Fairmont Avenue, Reading, Pa.
RESERVED A.K.A. Rights from 1970-1976
Vehicle was later sold on May 3, 1976,
JFE #3 on page B; S of RDG CRC
SEPTA-RAO-3.

JOHN B. 14TH WARD, CITY OF PHILADELPHIA, PA.
5TH

 $\frac{1}{2}$ 

NOTE: Exemptions Are 3rd District Standard

All Figures Are District Standard

NOTE Elevations Are 4th District Standard

D-0036-251

0-0036-252

Q-0036-258

PHILADELPHIA & READING TERMINAL R. R.
PHILADELPHIA, GERMANTOWN & NORRISTOWN R. R.

Redwood Grove of 17000, 10000 Spring Street, Apt. 10
 Property Sold to Elizabeth Stevens
 Property Conveyed to Paula Redevelopment Auth
 PROPERTY SOLD TO LILLIAN H. MAEDER
 Lillian Maeder
 REVISION OF TRACING
 TRAILS RESIDED IN VICINITY OF 20 TURNABLE
 TRAILS Relocated PLAIN checked
 TRAILS Removed
 Property on Main St. and Perry St. Sold
 BUILDING NO 1480 REMOVED
 Property Conveyed to Redevelopment Auth City of Kilauea
 Trails Removed
 Property of Douglas Park West & Main
 Water Columns Retrieved
 On way to Green St. Added
 Trails Water and Trail to Turnable Address
 BUILDING NO 1416 REMOVED BILL HUBER
 HANDLING FACILITIES ADPT.
 Earth line side of hill
 10000-10000 RESERVED 10000-10000

~~13TH~~ WARD, CITY OF PHILADELPHIA
14TH

J-0036-261

LILLIAN M MAEDER
 HOMER E. DEER
 STATION
 PLA
 L-1115 4,500 S.F.
 42

SEPTA
N. 13 476

PHILADELPHIA INDUSTRIAL DEVELOPMENT CORPORATION

READING CO.

NORTHBOUND EXPRESS TRACK

NORTHBOUND LOCAL TRACK

BEG. 42+20

823

L-12389
9270 S.F.

(1631)

N/O

GREEN STREET

DARREN STREET

READING CO.

SEPTA

NINTH STREET

SPRING GARDEN

NINTH STREET

SPRING GARDEN

NOTE- ALL FIGURES ARE DISTRICT STANDARD

NOTES STREET ELEVATIONS ARE CITY DATUM (4" SLR DIST)
TRACK ELEV ARE 1" SLR DIST, IS GREATER THAN 4" SLR DIST

0-0036-263

0-0036-264

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D-0036-265

D-0036-266

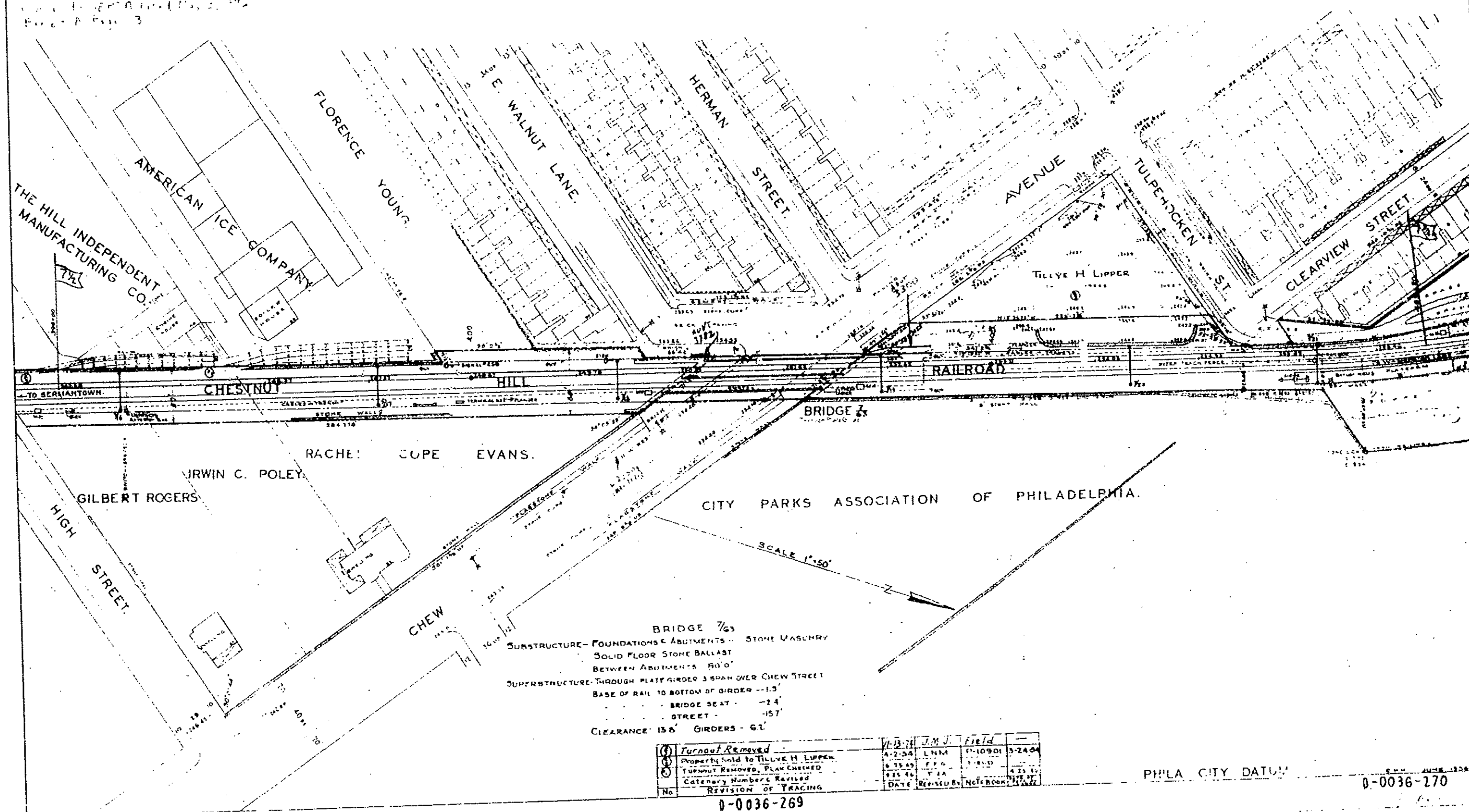
D-0036-267

CHESTNUT HILL RAILROAD.

PROPOSED RAILROAD
 FROM 10TH STREET TO 59TH STREET
 AND
 FROM 10TH STREET TO 59TH STREET
 FROM 10TH STREET TO 59TH STREET

22ND WARD.
 CITY OF PHILADELPHIA.
 59TH

74



D-0036-268

D-0036-269

D-0036-270

D-0036-271

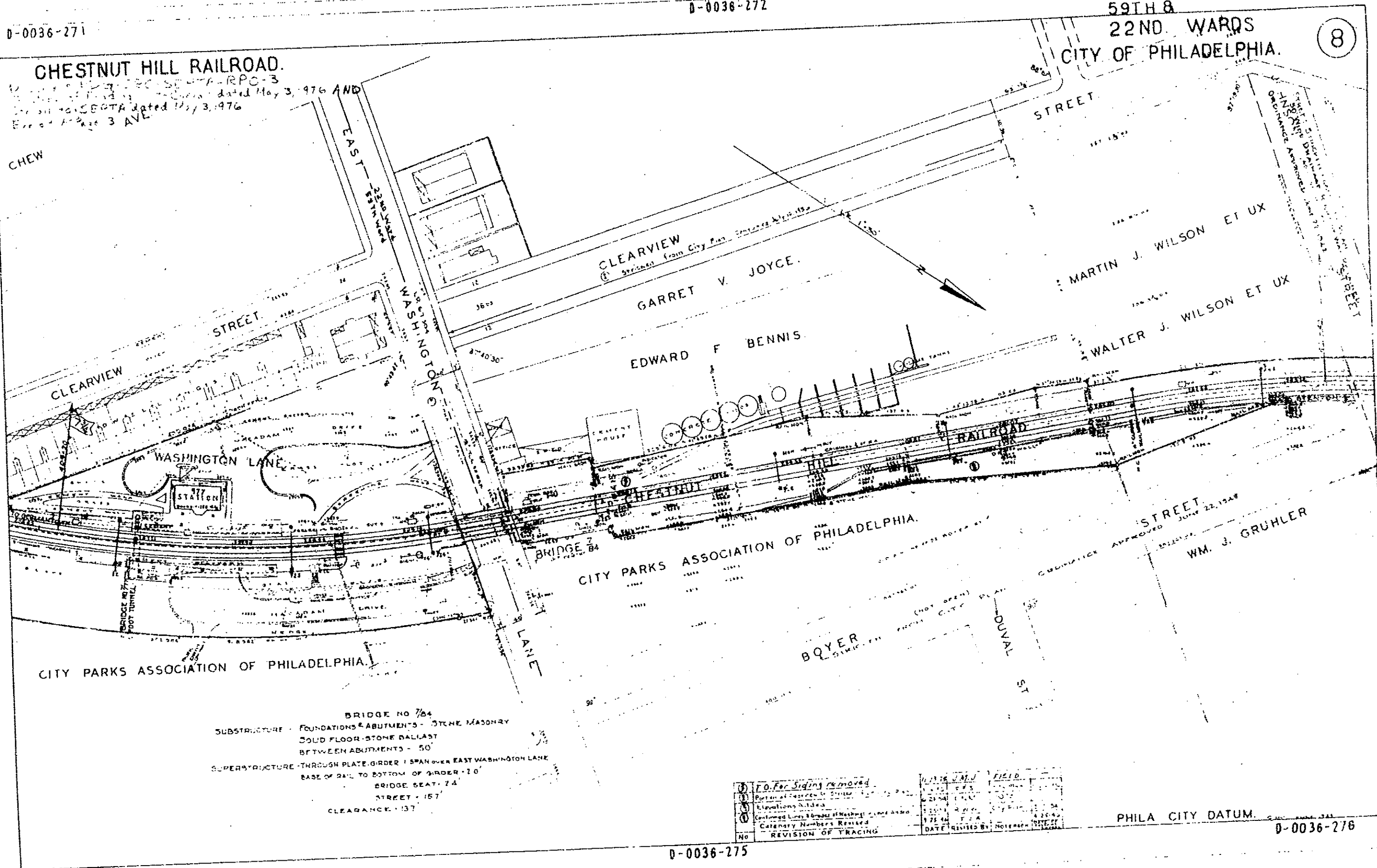
D-0036-272

D-0036-273

CHESTNUT HILL RAILROAD.

Map of Chestnut Hill Railroad, RPO-3
 Prepared by the City of Philadelphia, dated May 3, 1976 AND
 by the SEPTA dated May 3, 1976
 Error Page 3 AVE

CHEW



CITY PARKS ASSOCIATION OF PHILADELPHIA.

BRIDGE NO 764
 SUBSTRUCTURE - FOUNDATIONS & ABUTMENTS - STONE MASONRY
 SOLID FLOOR-STONE BALLAST
 BETWEEN ABUTMENTS - 50'
 SUPERSTRUCTURE - THROUGH PLATE GIRDER 1 SPAN OVER EAST WASHINGTON LANE
 BASE OF RAIL TO BOTTOM OF GIRDER - 20'
 BRIDGE SEAT - 74'
 STREET - 157'
 CLEARANCE - 137'

NO	REVISION	DATE	BY	NOTED
1	1.0. For Siding removed	1/1/76	W.M.J.	
2	2.0. For Siding removed	1/1/76	W.M.J.	
3	3.0. For Siding removed	1/1/76	W.M.J.	
4	4.0. For Siding removed	1/1/76	W.M.J.	
5	5.0. For Siding removed	1/1/76	W.M.J.	
6	6.0. For Siding removed	1/1/76	W.M.J.	
7	7.0. For Siding removed	1/1/76	W.M.J.	
8	8.0. For Siding removed	1/1/76	W.M.J.	
9	9.0. For Siding removed	1/1/76	W.M.J.	
10	10.0. For Siding removed	1/1/76	W.M.J.	

PHILA CITY DATUM.

D-0036-276

D-0036-274

D-0036-275

8

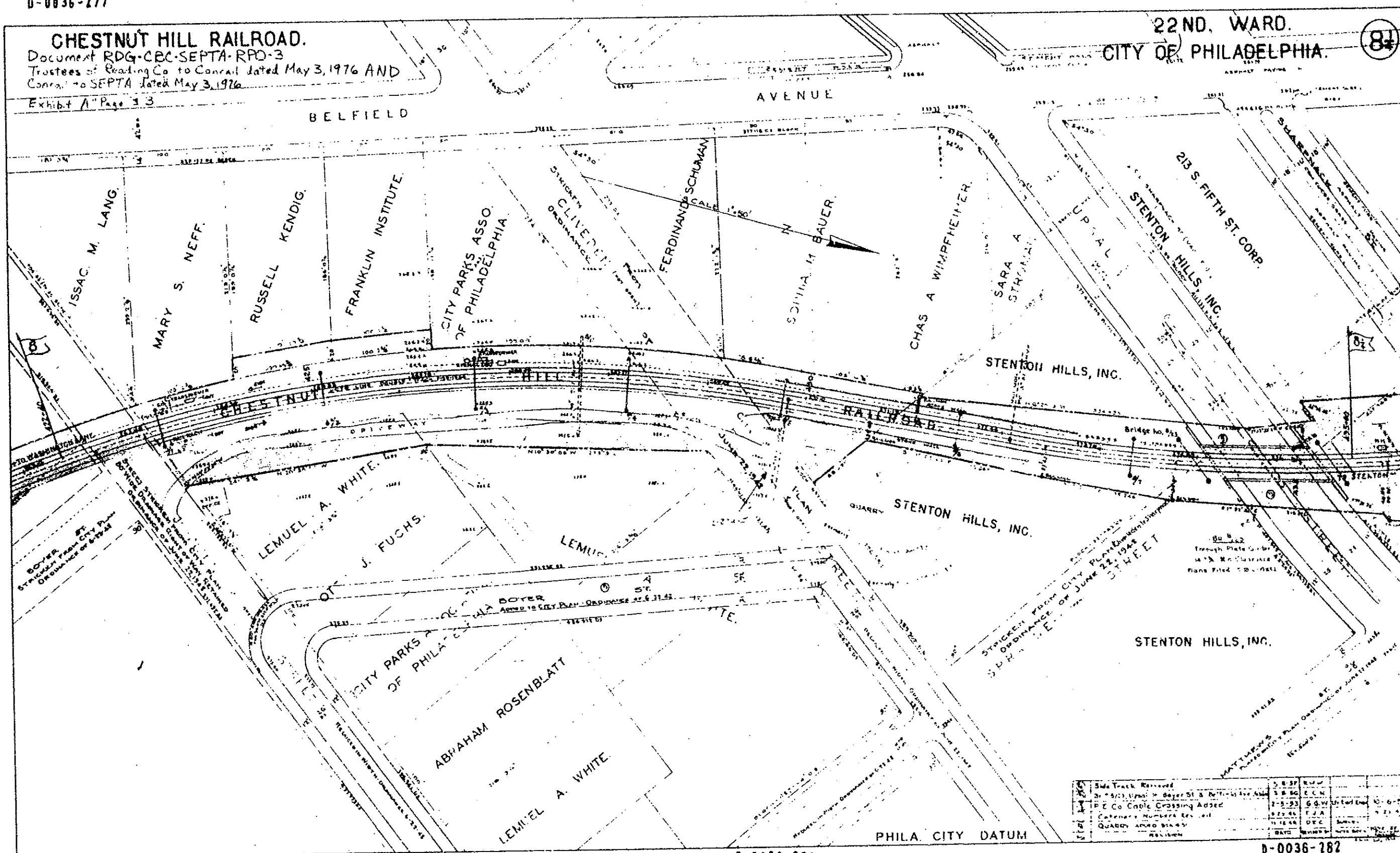
0-0036-277

D-0036-278

0-0036-279

CHESTNUT HILL RAILROAD.
Document RDG-CEC-SEPTA-RPO-3
Trustees of Reading Co. to Conrail dated May 3, 1976 AND
Conrail to SEPTA dated May 3, 1976
Exhibit A Page 33

22ND, WARD.
CITY OF PHILADELPHIA.



B-0036-280

D-0036-281

D-0036-282

CHESTNUT HILL RAILROAD.

Document RPO - CRC-SEPTA-RPO-3
 Testimony of Reading Co. to Conrail, dated
 Conrail to SEPTA, dated May 3, 1976
 Exhibit A
 Page 3

22 ND. WARD.
CITY OF PHILADELPHIA

84

CHESTNUT HILL RAILROAD.
 Document RPO-3-CRC-SEPTA-RPO-3
 Trustees of Reading Co. to Conrail, dated May 3, 1976 AND
 Conrail to SEPTA, dated May 3, 1976
 Exhibit A
 Page 3

22ND WARD.
CITY OF PHILADELPHIA

SCALE 1"=50'

STREETS: BELFIELD AVENUE, SPRAGUE, HORNER STREET, STREET, VERNON ROAD, ARDLEIGH STREET, PHILADELPHIA STREET.

LANDMARKS AND BUILDINGS: ALBERT W. TEGLER, JR., JOSEPH, BLAKEMORE, SHAW, PENNSYLVANIA COMPANY FOR INSURANCE ON LIVES AND GRANTING ANNUITIES, STENTON HILLS, INC., STENTON REALTY COMPANY, FRANK MAURAN, ANDREW VECCHIONE, BYRON W. WOODBURY, PHILADELPHIA.

RAILROAD: CHESTNUT HILL RAILROAD

PHILA CITY DATUM.

REVISION OF TRACING

Category Numbers Revised	1-26-76	T.A.A.	4-25-76
Property Sold to Daniel E. Snyder	1-26-76	J.C.D.	1-25-76
DATE REVISOR BY	1-26-76	DATE REVISOR BY	1-25-76

B-0036-287

0-0036-288

Category	Members Revised	9-26-44	TJA	BY: [Signature]
Property	Sold to Daniel E. Snyder	9-30-44	JCD	BY: [Signature]
No	REVISION OF TRACING	DATE	REVISED BY	NOTE BOOK

PHILA CITY DATUM

0-0036-288

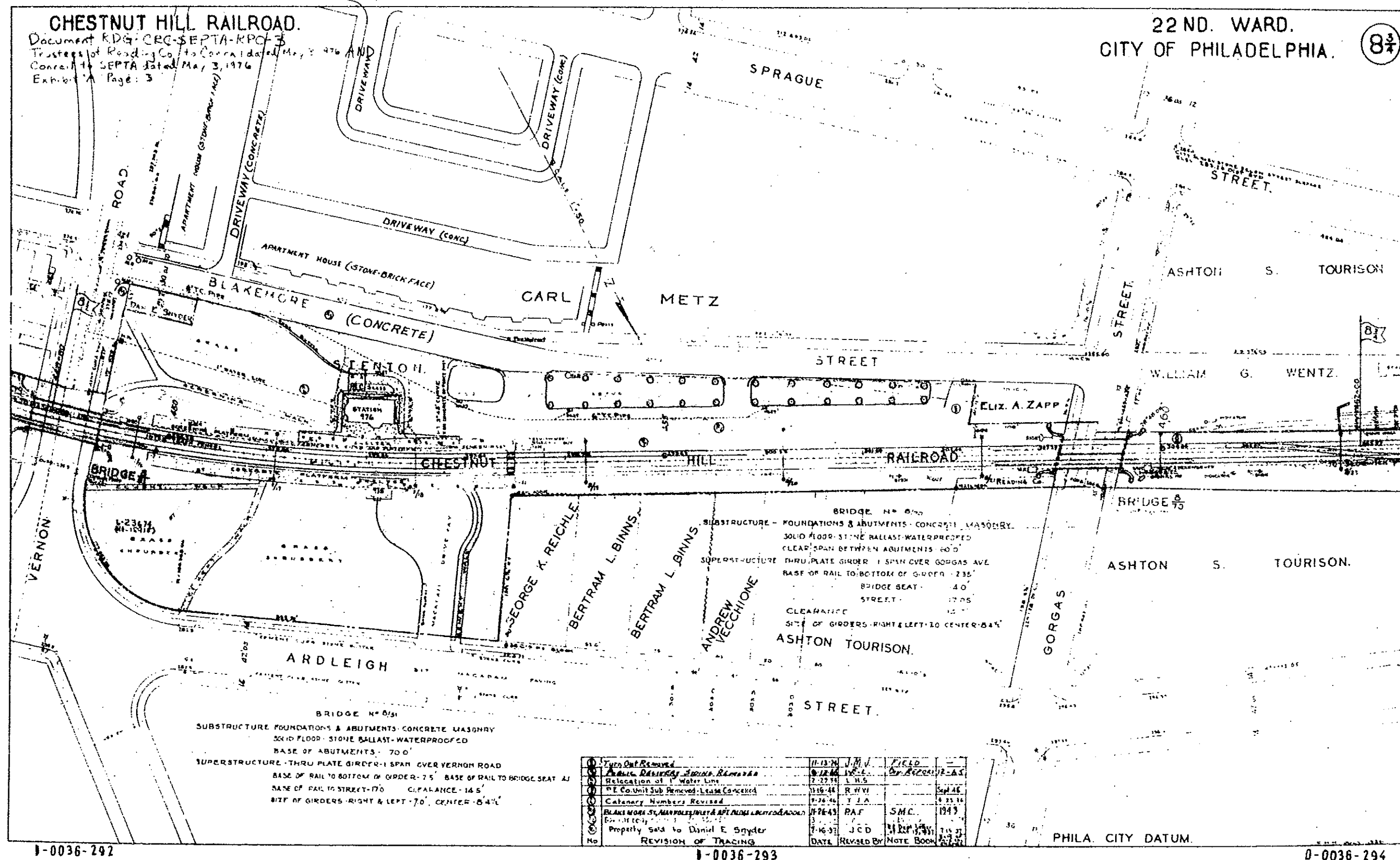
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4-0036-287

D-0036-289

D-0036-290

D-0036-291



D-0036-292

D-0036-293

D-0036-294

D-0036-295

D-0036-296

D-0036-297

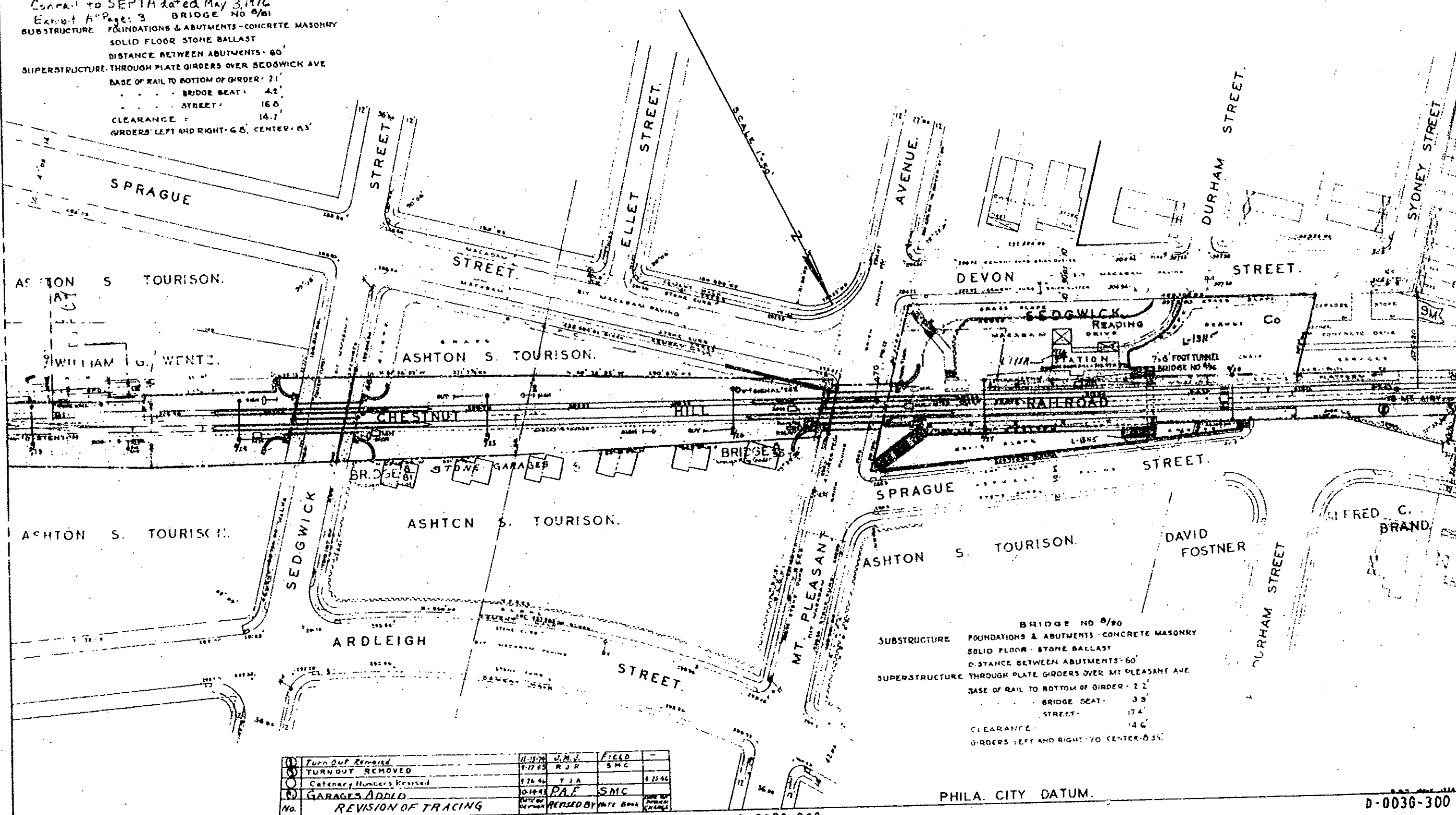
CHESTNUT HILL RAILROAD.

Document RDG-CRC-SEPTA-RPO-3
 Plans of Reading Co. to Corral dated May 3, 1976 AND
 Contract to SEPTA dated May 3, 1976
 Exhibit A Page 3 BRIDGE NO. 8/81

SUBSTRUCTURE FOUNDATIONS & ABUTMENTS - CONCRETE MASONRY
 SOLID FLOOR - STONE BALLAST
 DISTANCE BETWEEN ABUTMENTS - 60'
 SUPERSTRUCTURE THROUGH PLATE GIRDERS OVER SEDGWICK AVE.
 BASE OF RAIL TO BOTTOM OF GIRDER - 21'
 BRIDGE SEAT - 42'
 STREET - 16.0'
 CLEARANCE - 14.7'
 GIRDERS LEFT AND RIGHT - G.S. CENTER - 63'

22ND. WARD.
 CITY OF PHILADELPHIA.

9



D-0036-298

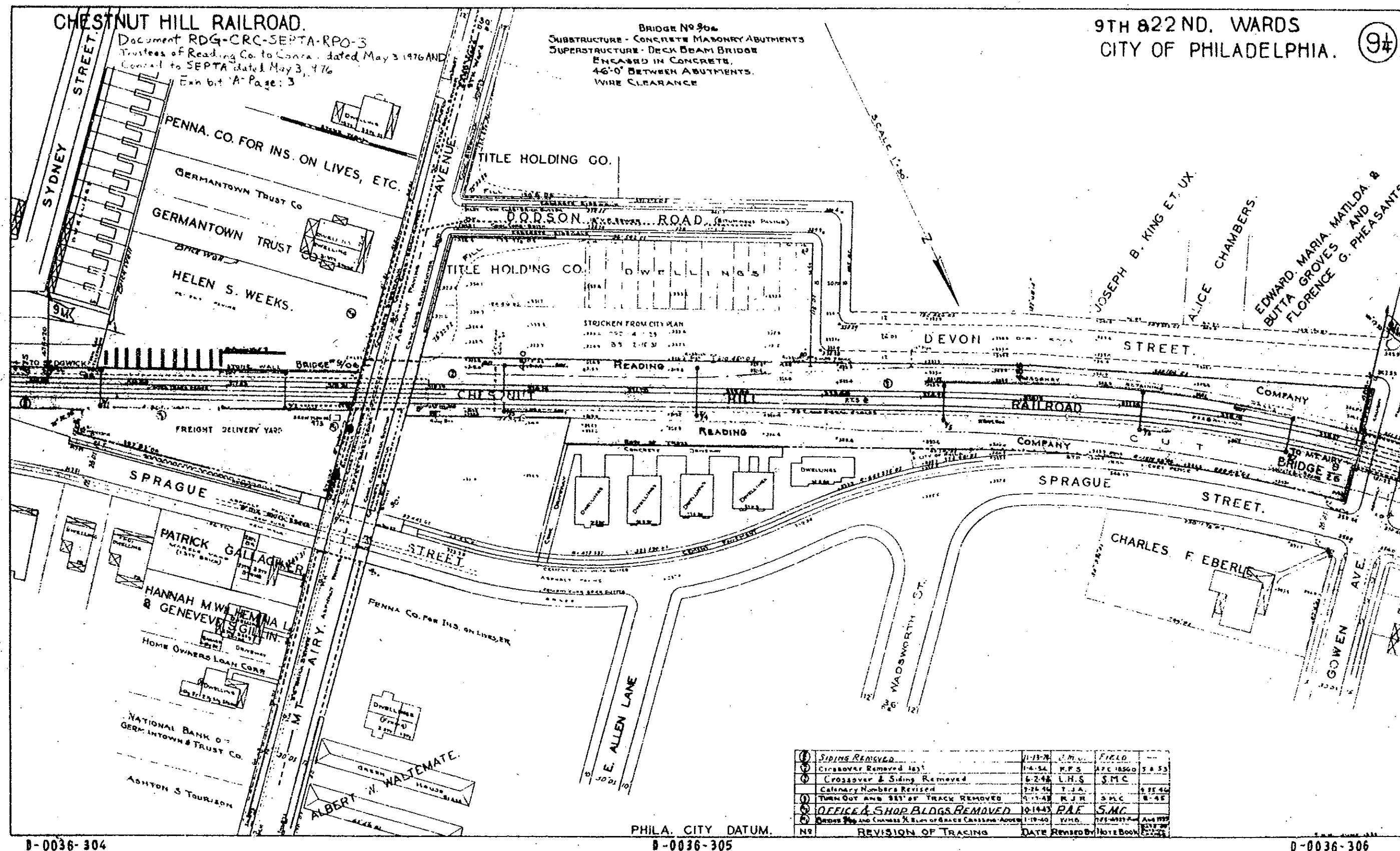
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D-0036-300

D-0036-301a

D-0036-302

D-0036-303



D-0036-307

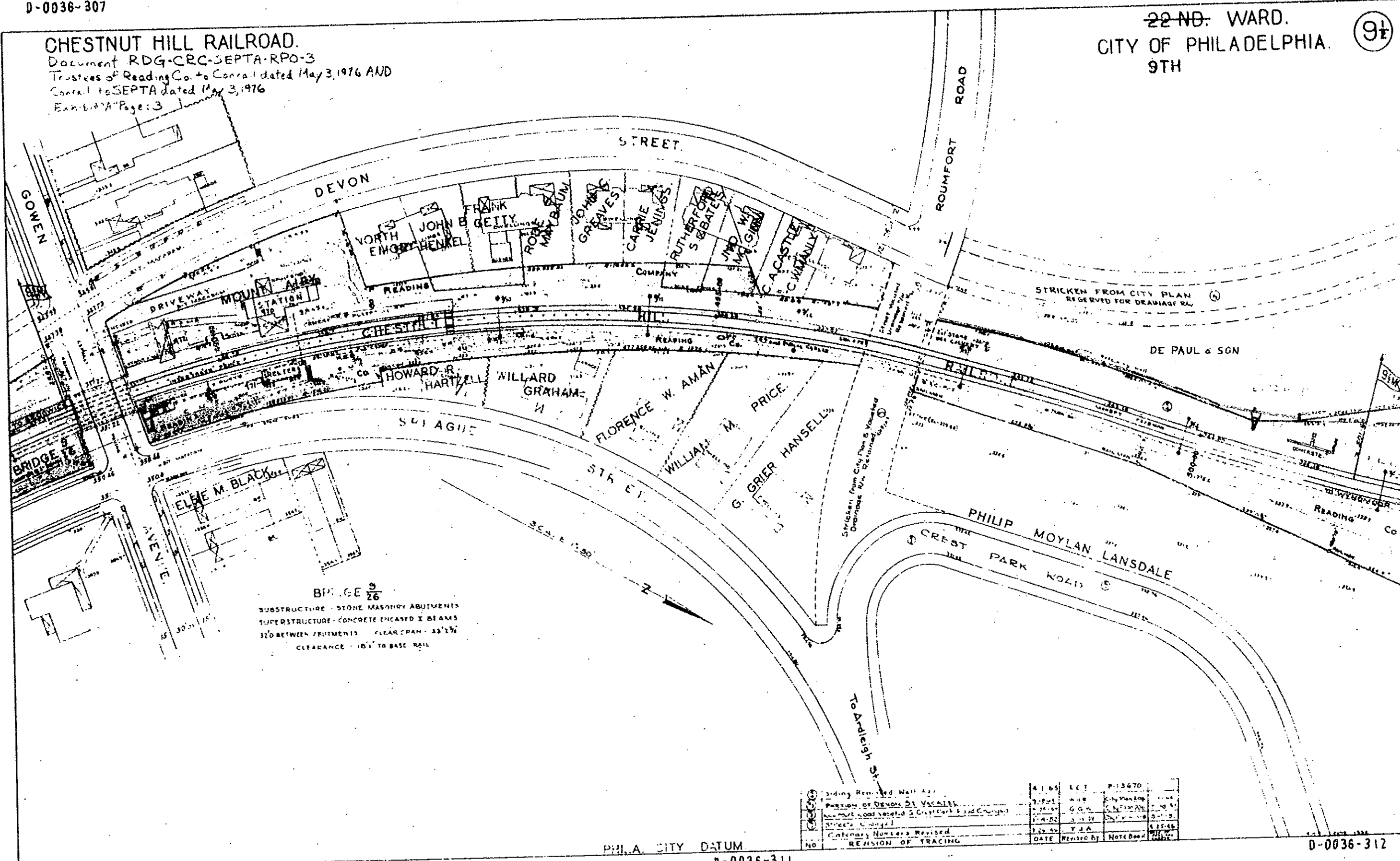
D-0036-308

D-0036-309

CHESTNUT HILL RAILROAD.
 Document RDG-CRC-SEPTA-RPO-3
 Trustees of Reading Co. to Conrail dated May 3, 1976 AND
 Conrail to SEPTA dated May 3, 1976
 Exhibit "A" Page: 3

22ND WARD.
 CITY OF PHILADELPHIA.
 9TH

9th



1	Reading Rem. and Wall Az.	4.1.65	LCI	P-13470
2	Position of Devon St. Vacates	2.1.65	W.B.	City Planning
3	Location of Wood Street & Chestnut St. and Church	2.1.65	G.C.	City Planning
4	Streets Changed	2.1.65	J.H.	City Planning
5	Category Numbers Revised	2.1.65	T.J.A.	City Planning
6	Revision of Tracing	DATE	Revised By	Notebook

PHILA. CITY DATUM

D-0036-311

D-0036-312

D-0036-310

D-0036-313

D-0036-314

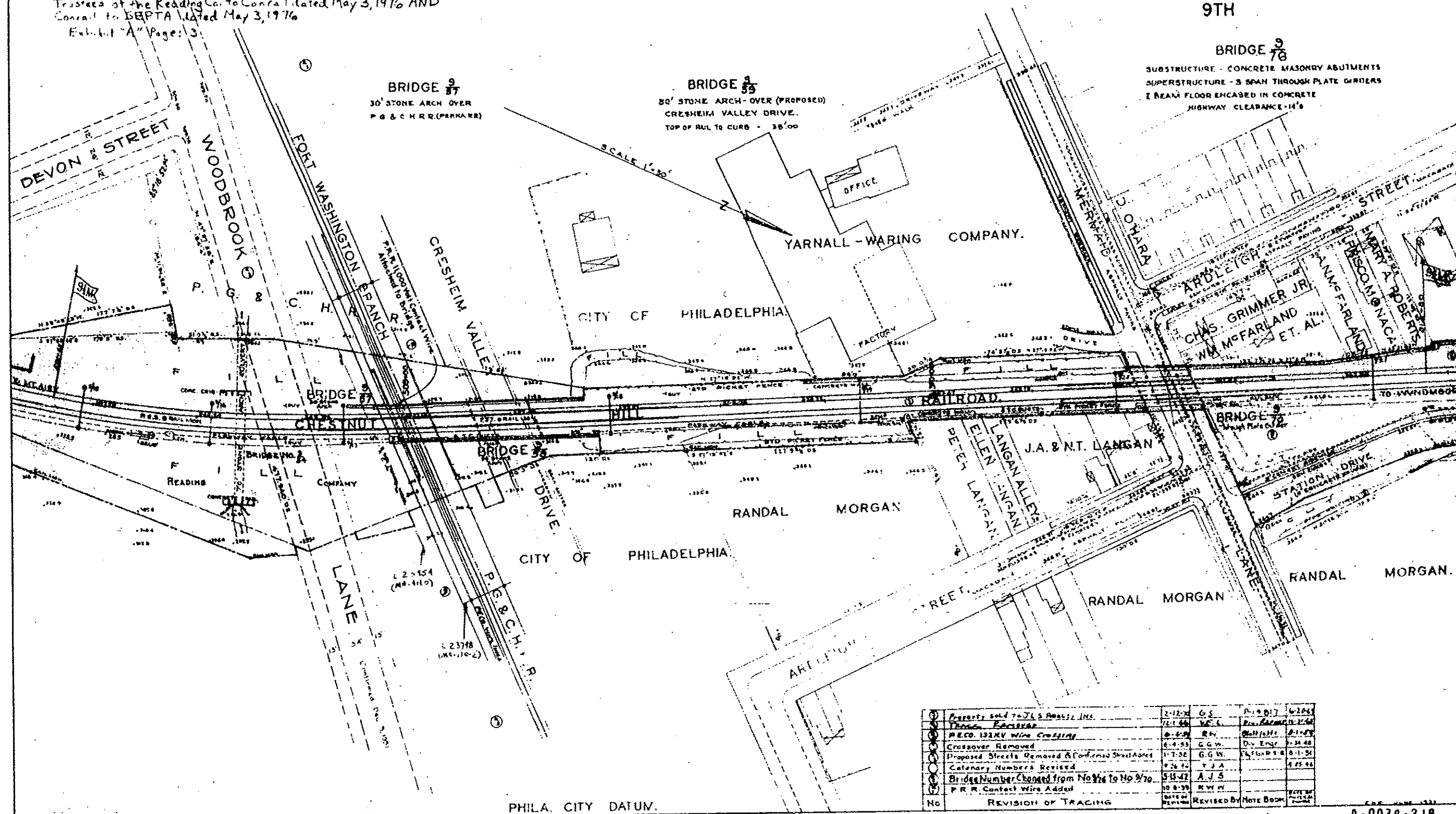
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CHESTNUT HILL RAILROAD.

Document RDG-CRC-SEPTA-RPO-3
 Trustees of the Reading Co. to Conrail dated May 3, 1976 AND
 Conrail to SEPTA dated May 3, 1976
 Exhibit "A" Page: 3

22ND WARD.
CITY OF PHILADELPHIA.
9TH

91



D-0036-316

D-0036-317

D-0036-318

D-0036-319

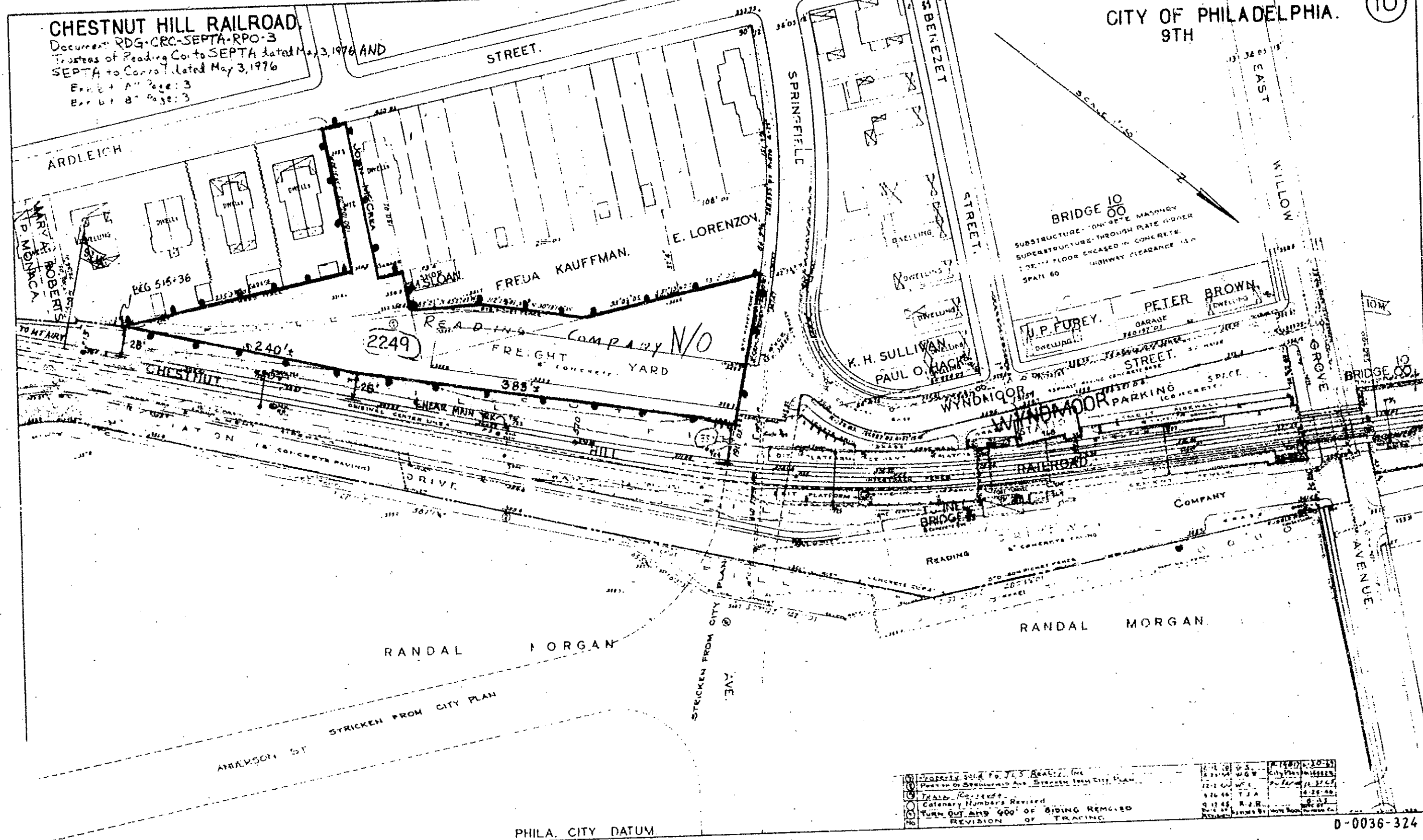
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0308 - 9.8

D-0036-321

22ND WARD.
CITY OF PHILADELPHIA.
9TH

10



D-0036-322

D-0036-323

D-0036-324

D-0036-325

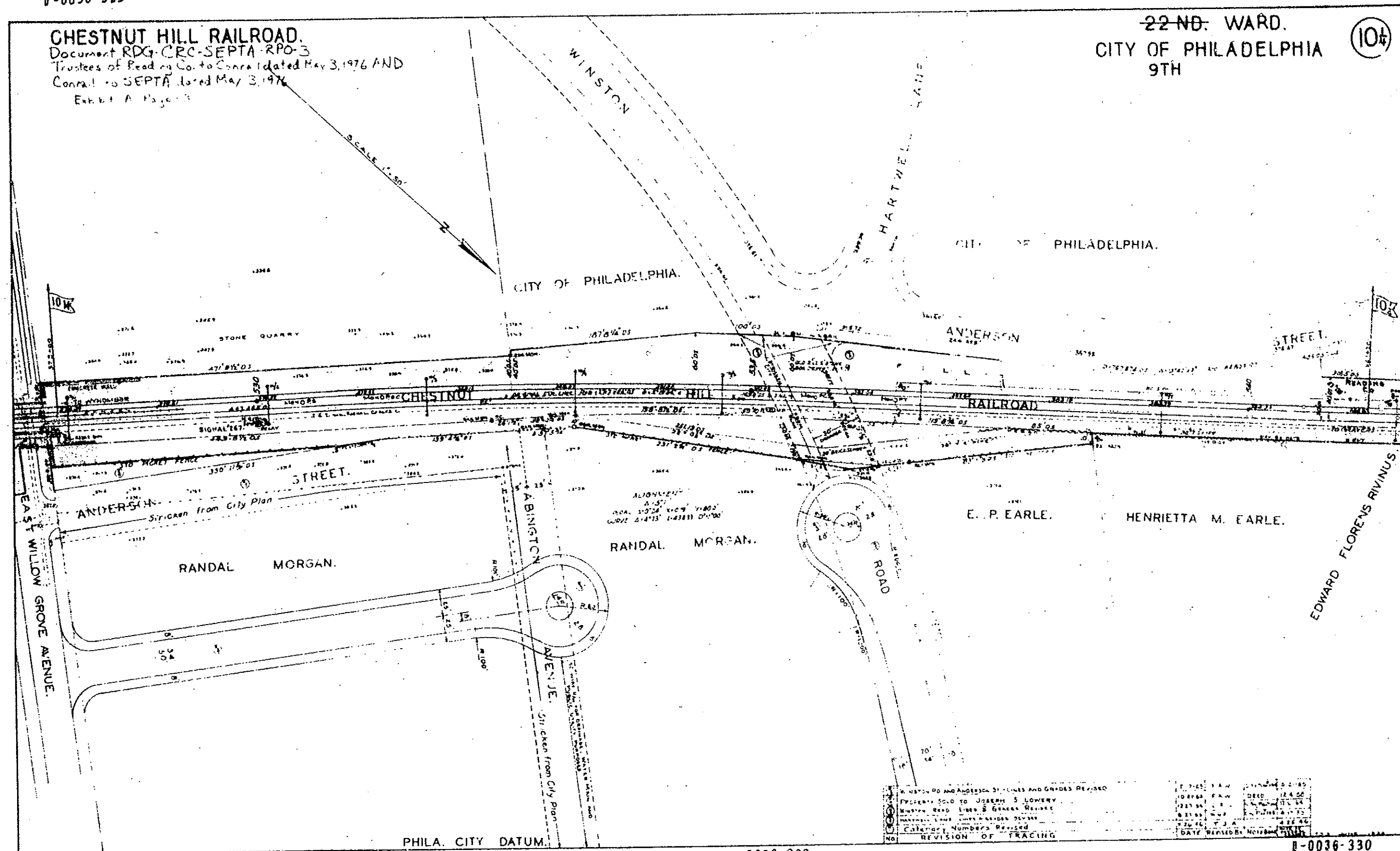
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D-0036-327

CHESTNUT HILL RAILROAD.
Document RDG-CRC-SEPTA-RPO-3
Trustees of Reading Co. to Conrail dated May 3, 1976 AND
Conrail to SEPTA dated May 3, 1976
Exhibit A Page 3

22ND WARD.
CITY OF PHILADELPHIA
9TH

(104)



D-0036-328

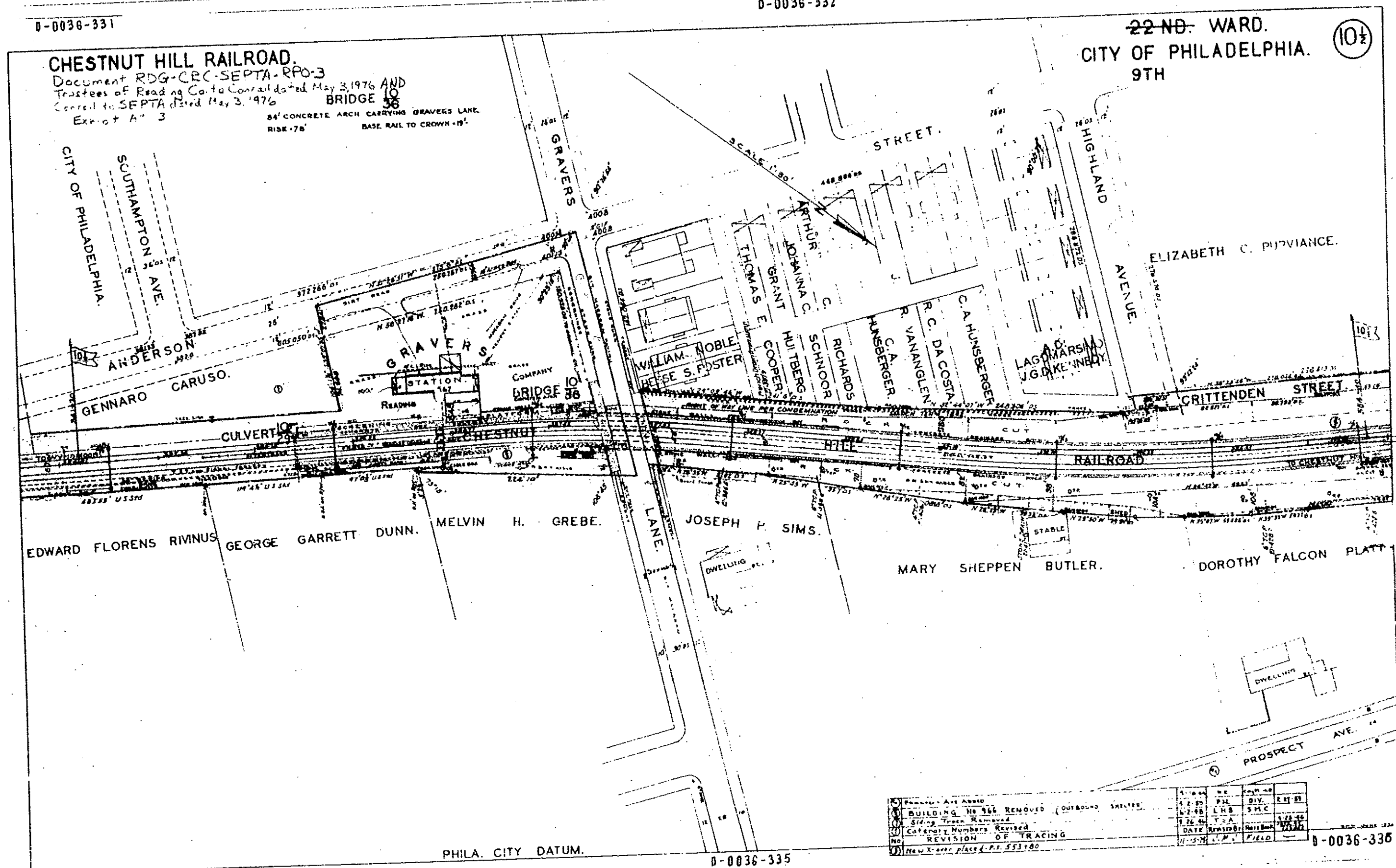
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D-0036-330

D-0036-331

D-0036-332

D-0036-333



CHESTNUT HILL RAILROAD.
 Document RDG-CRC-SEPTA-RPO-3
 Trackage of Reading to Concord dated May 3, 1916 AND
 Concord to SEPTA dated May 3, 1916
 7 Excerpts A Page 3
 Excerpts B Page 7
 BRIDGE 10
 5

[illegible]

0308 - 10.7 0-0036-339

~~22ND~~ WARD.
CITY OF PHILADELPHIA
9TH

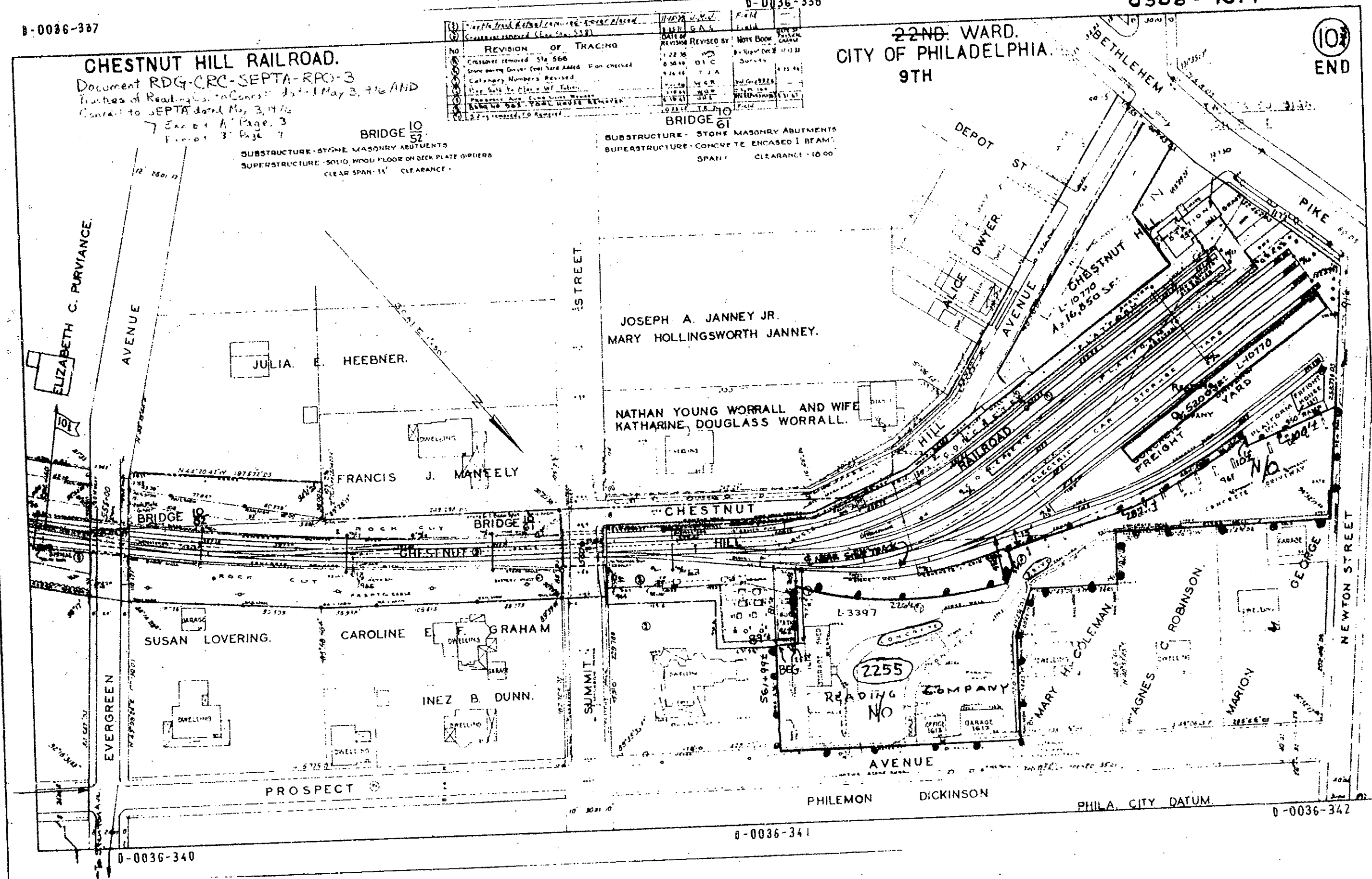
103
END

Page 3
Page 7

BRIDGE 10
52

SUBSTRUCTURE - STONE MASONRY ABUTMENTS
SUPERSTRUCTURE - SOLID WOOD FLOOR ON DECK PLATE GIRDERS
CLEAR SPAN - 13' CLEARANCE -

BRIDGE 61
SUBSTRUCTURE - STONE MASONRY ABUTMENTS
SUPERSTRUCTURE - CONCRETE ENCASED I BEAMS
SPAN - CLEARANCE - 10.00



0-0015-507
0-0029-364
0-0036-343

0-0015-504 0-0036-344
0-0029-368

0-0036-345 0-0015-509
0-0029-366

THIS MAP RELATES TO DOCUMENTS PG&N-CRC-SEPTA-RPIO-1 and RDG-CRC-SEPTA-RPO-3

CHESTNUT HILL RAILROAD

Document PG&N-CRC-SEPTA-RPIO-1
Philadelphia, Germantown and Norristown Railroad Company
Consolidated Rail Corporation (Conrail) dated as of April 30, 1976
Contract to Southeastern Pennsylvania
Transportation Authority (SEPTA)
dated as of April 30, 1976

22ND WARD
CITY OF PHILADELPHIA
12TH & 59TH

7

BRIDGE No 985

SUBSTRUCTURE
CONCRETE ABUTMENTS & COLUMN FOUNDATIONS
DISTANCE BETWEEN ABUTMENTS 80'-2 1/2"
SUPERSTRUCTURE
3 SPAN THRU PLATE GIRDER BRIDGE WITH
SOLID FLOOR OVER CHELTON AVENUE
CURB COLUMNS - STONE BALLAST
BASE OF RAIL TO CLEARANCE 5'-7"
CLEARANCE 14'-0" MIN.

Exhibit B Pages:
4 Revised, 1232

BRIDGE No 991

SUBSTRUCTURE
CONCRETE ABUTMENTS & COLUMN FOUNDATIONS
DISTANCE BETWEEN ABUTMENTS 50'-1 1/2"
SUPERSTRUCTURE
3 SPAN THRU PLATE GIRDER BRIDGE WITH
SOLID FLOOR OVER BAYNTON STREET
CURB COLUMNS - STONE BALLAST
BASE OF RAIL TO CLEARANCE 5'-10 1/2"
CLEARANCE 14'-0" MIN.

BRIDGE No 982

CONCRETE & I-BEAM SLAB
FOOT TUNNEL SUPPORTED ON
CONC PIERS - 10'-0" CLEAR SPAN
BASE OF RAIL TO CLEARANCE 3'-0"
CLEAR HEIGHT 7'-9"

BRIDGE No 998

CONCRETE & I-BEAM SLAB
FOOT TUNNEL SUPPORTED
ON CONC PIERS
8'-0" CLEAR SPAN
BASE OF RAIL TO CLEARANCE 3'-4 1/2"
CLEAR HEIGHT 7'-6"

BRIDGES No 677

3 FREIGHT YARD BRIDGES
SUBSTRUCTURE
REINFC CONC ABUTMENTS & PIERS
SUPERSTRUCTURE
3 SPAN 6'-5 1/2" - 36'-7" - 6'-9 1/2" CLEAR ON SQUARE
I-BEAM SLAB SOLIDLY ENCASED OVER ARMAT ST
BASE OF RAIL TO CLEARANCE 4'-10"
CLEARANCE 14'-0" MIN
MAIN TRACK & EAST SIDING
SUBSTRUCTURE
CONCRETE ABUTMENTS
DISTANCE BETWEEN ABUTMENTS 50'-1 1/2"
SUPERSTRUCTURE
SINGLE SPAN DECK PLATE GIRDER BRIDGE
WITH SOLID FLOOR OVER ARMAT ST
MAIN TRACK BRIDGE CARRIES 2 STATION PLATFORMS
BASE OF RAIL TO CLEARANCE 17'-11 1/2"
CLEARANCE 17'-3" MIN

TO: 22ND WARD 22ND WARD			
PROPERTY SOLD TO THE MAXIMUS LEVINSON FOUNDATION	2-13-55	PAW	2-13-55
Property Sold to Angelo C. Lorenzo et al	2-13-55	LBW	2-13-55
Property Sold to Harriet A. Mullen et al	2-13-55	LBW	2-13-55
REVISION OF TRACING	2-13-55	LBW	2-13-55

0-0015-510
0-0029-367
0-0036-346

0-0015-511
0-0029-368
0-0036-347

0-0015-512
0-0029-369
0-0036-348

0-0015-513 0-0036-349
0-0029-370

0-0015-514 0-0036-350

0-0036-351 0-0015-515
0-0029-372

THIS MAP RELATES TO DOCUMENTS P48N-CRC-SEPTA-RP10-1 AND RDG-CRC-SEPTA-RP10-2

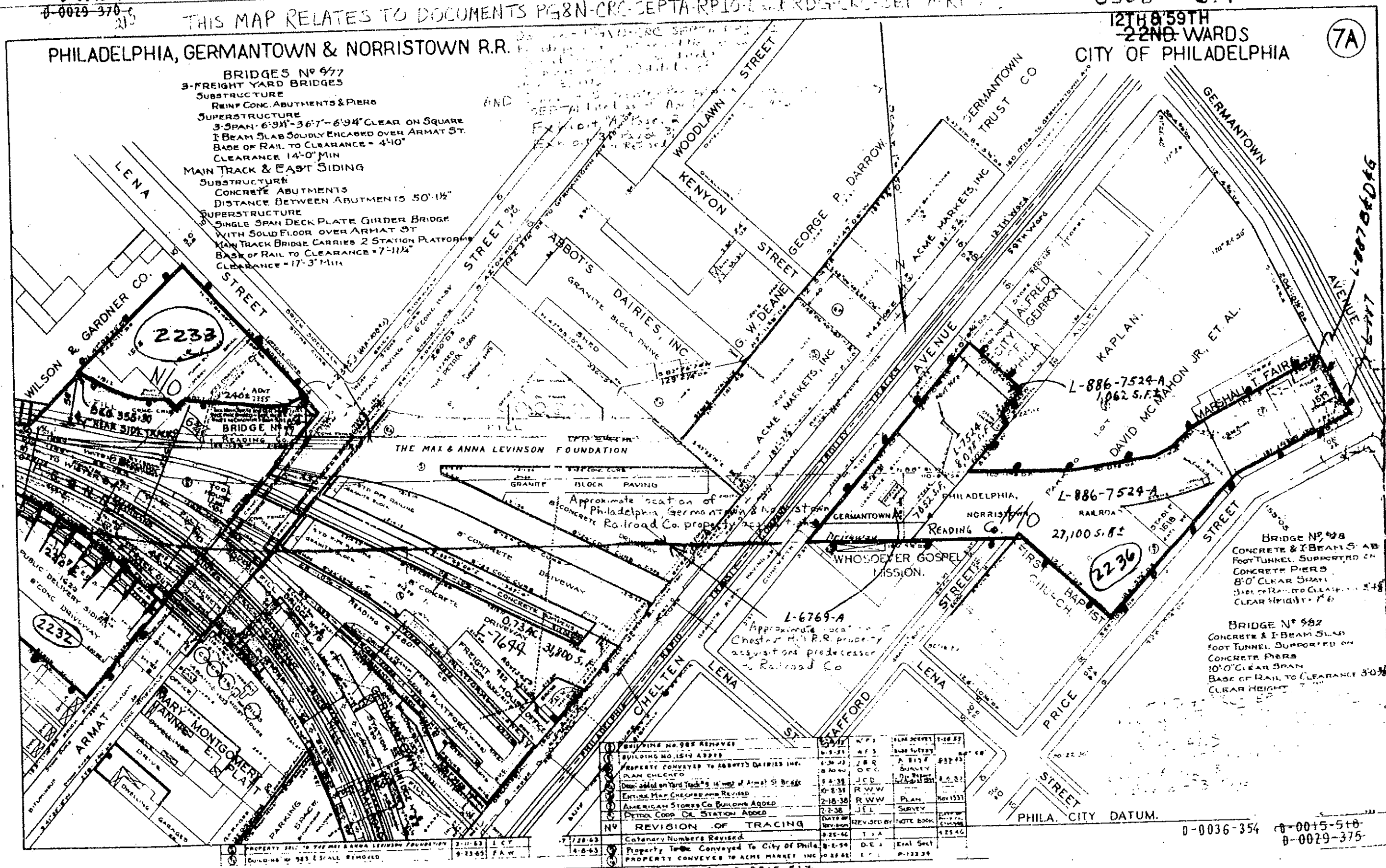
0308 - 6.9

12TH & 59TH
22ND WARDS
CITY OF PHILADELPHIA

7A

PHILADELPHIA, GERMANTOWN & NORRISTOWN R.R.

BRIDGES No 977
3-FREIGHT YARD BRIDGES
SUBSTRUCTURE
REINFORCED CONCRETE ABUTMENTS & PIERS
SUPERSTRUCTURE
3-SPAN 6'-9 1/2" - 36'-7" - 6'-9 1/2" CLEAR ON SQUARE
I-BEAM SLAB SOLIDLY ENCASED OVER ARMAT ST.
BASE OF RAIL TO CLEARANCE = 4'-0"
CLEARANCE 14'-0" MIN
MAIN TRACK & EAST SIDING
SUBSTRUCTURE
CONCRETE ABUTMENTS
DISTANCE BETWEEN ABUTMENTS 50'-1 1/2"
SUPERSTRUCTURE
SINGLE SPAN DECK PLATE GIRDER BRIDGE
WITH SOLID FLOOR OVER ARMAT ST
MAIN TRACK BRIDGE CARRIES 2 STATION PLATFORMS
BASE OF RAIL TO CLEARANCE = 7'-11 1/4"
CLEARANCE = 17'-3" MIN



1	BUILDING NO. 982 REMOVED	6-25-51	R.F.S.	PLAN CHECKED	1-18-51	W.B.	1-18-51
2	BUILDING NO. 1514 ADDED	6-25-51	R.F.S.	PLAN CHECKED	1-18-51	W.B.	1-18-51
3	PROPERTY CONVEYED TO ABBOT'S DAIRIES, INC.	6-25-51	R.F.S.	PLAN CHECKED	1-18-51	W.B.	1-18-51
4	PLAN CHECKED	6-25-51	R.F.S.	PLAN CHECKED	1-18-51	W.B.	1-18-51
5	Drawn on 10' x 14' sheets	6-25-51	R.F.S.	PLAN CHECKED	1-18-51	W.B.	1-18-51
6	ENTIRE MAP CHECKED AND REVISIONS	6-25-51	R.F.S.	PLAN CHECKED	1-18-51	W.B.	1-18-51
7	AMERICAN STORES CO. BUILDING ADDED	6-25-51	R.F.S.	PLAN CHECKED	1-18-51	W.B.	1-18-51
8	DETAIL COR. OF STATION ADDED	6-25-51	R.F.S.	PLAN CHECKED	1-18-51	W.B.	1-18-51
9	REVISION OF TRACING	6-25-51	R.F.S.	PLAN CHECKED	1-18-51	W.B.	1-18-51
10	Catenary Numbers Revised	6-25-51	R.F.S.	PLAN CHECKED	1-18-51	W.B.	1-18-51
11	Property To Be Conveyed To City of Phila.	6-25-51	R.F.S.	PLAN CHECKED	1-18-51	W.B.	1-18-51
12	PROPERTY CONVEYED TO ACME MARKETS, INC.	6-25-51	R.F.S.	PLAN CHECKED	1-18-51	W.B.	1-18-51

0-0015-516 0-0036-352
0-0029-373

0-0036-353 0-0015-517
0-0029-374

0-0036-354 0-0015-518
0-0029-375

D-0036-355

D-0036-358

D-0036-357

CHESTNUT HILL RAILROAD

Document RDG-CRC DEPTA-RPO-3
 Trustees of Seating Co. to Control
 dated Feb. 3, 1976 AND
 Control to SEPTA dated 10.3.976
 Encls. 1 Page: 3

BRIDGE No 306

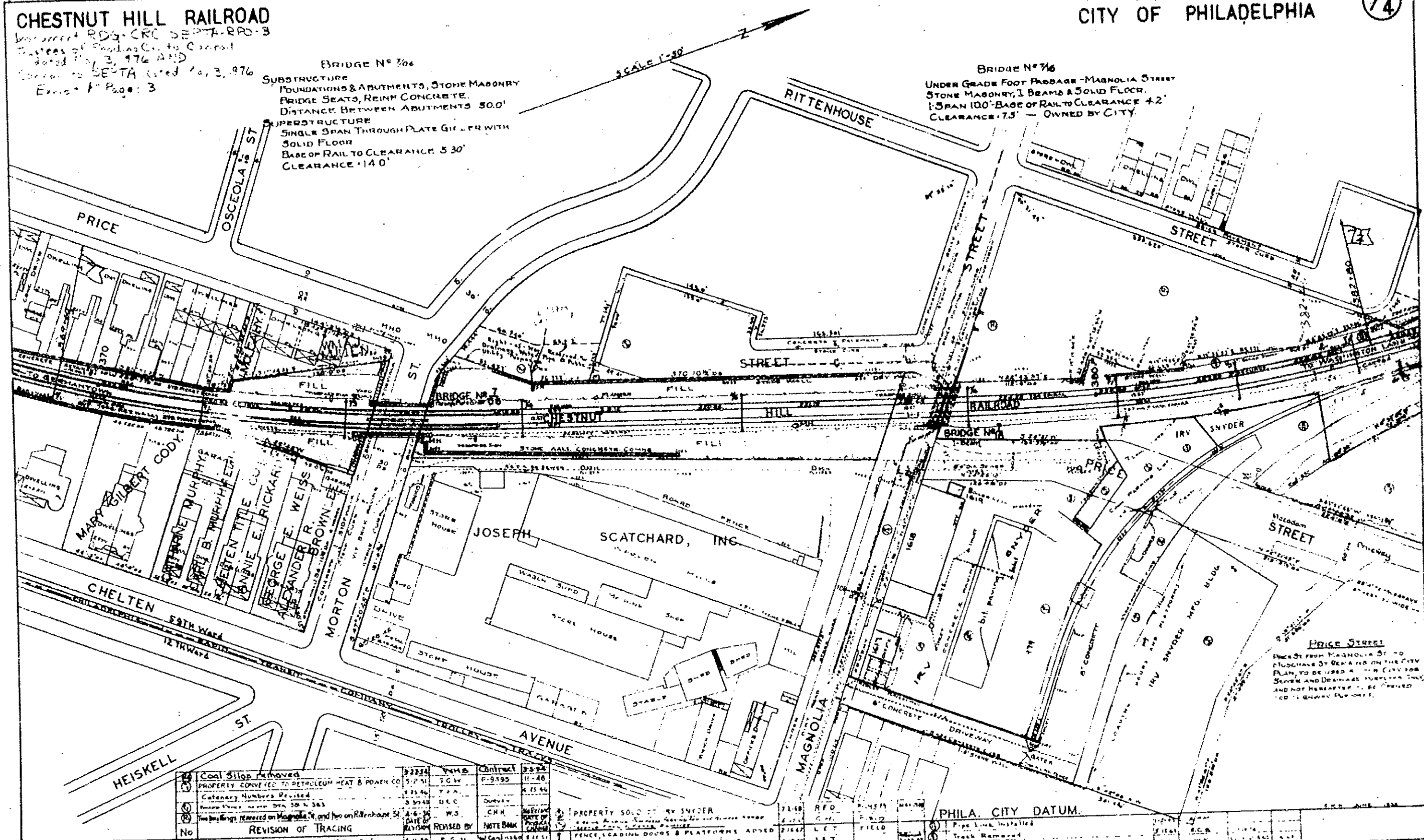
SUBSTRUCTURE
 FOUNDATIONS & ABUTMENTS, STONE MASONRY
 BRIDGE SEATS, REIN. CONCRETE.
 DISTANCE BETWEEN ABUTMENTS 50.0'
 SUPERSTRUCTURE
 SINGLE SPAN THROUGH PLATE GIR. FR WITH
 SOLID FLOOR
 BASE OF RAIL TO CLEARANCE 5.30'
 CLEARANCE 14.0'

59TH WARD
CITY OF PHILADELPHIA

74

BRIDGE No 716

UNDER GRADE FOOT PASSAGE - MAGNOLIA STREET
 STONE MASONRY, 3 BEAMS & SOLID FLOOR.
 1.5 SPAN 100' BASE OF RAIL TO CLEARANCE +2'
 CLEARANCE 7.5' - OWNED BY CITY



D-0036-358

D-0036-359

D-0036-360

D-0036-361

D-0036-362

D-0036-363

CHESTNUT HILL RAILROAD

Document RDG-CBC-SEPTA-RPO-3
 Trackage of Reading Co. to Chestnut Hill, Pa. 176 AND
 Chestnut Hill, Pa. 176
 EXHIBIT A Page 3

BRIDGE No 731

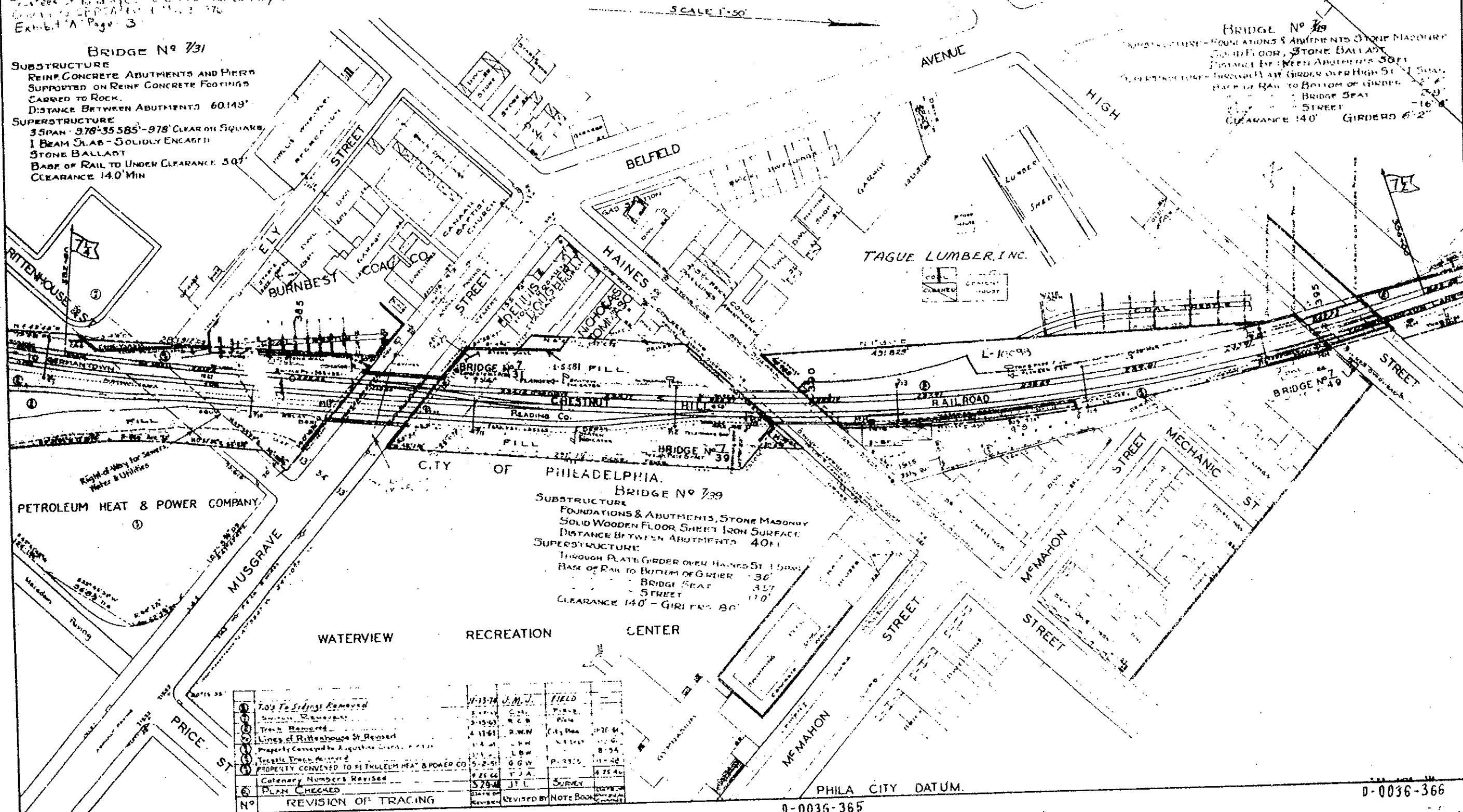
SUBSTRUCTURE
 REINFORCED CONCRETE ABUTMENTS AND PIERS
 SUPPORTED ON REINFORCED CONCRETE FOOTINGS
 CARRIED TO ROCK
 DISTANCE BETWEEN ABUTMENTS 60.149'
SUPERSTRUCTURE
 3 SPAN - 37.8'-35.585'-37.8' CLEAR ON SQUARE
 1 BEAM SLAB - SOLIDLY ENCASED
 STONE BALLAST
 BASE OF RAIL TO BOTTOM OF GUTTER 3.0'
 CLEARANCE 14.0' MIN

22ND WARD
 CITY OF PHILADELPHIA
 59TH

71

BRIDGE No 739

FOUNDATIONS & ABUTMENTS STONE MASONRY
 SOLID FLOOR, STONE BALLAST
 DISTANCE BETWEEN ABUTMENTS 30.1'
 THROUGH PLATE GIRDER OVER HIGH ST. 1.00'
 BASE OF RAIL TO BOTTOM OF GUTTER 3.0'
 BRIDGE SEAT 1.6'
 STREET 1.6'
 CLEARANCE 14.0' GIRDERS 6'-2"



BRIDGE No 739
SUBSTRUCTURE
 FOUNDATIONS & ABUTMENTS, STONE MASONRY
 SOLID WOODEN FLOOR SHEET IRON SURFACE
 DISTANCE BETWEEN ABUTMENTS 40.1'
SUPERSTRUCTURE
 THROUGH PLATE GIRDER OVER HAINES ST. 1.00'
 BASE OF RAIL TO BOTTOM OF GUTTER 3.0'
 BRIDGE SEAT 1.6'
 STREET 1.6'
 CLEARANCE 14.0' - GIRDERS 6'-2"

REVISION OF TRACING		DATE	BY	REVISION
1	PLAN CHECKED	5-25-44	T.J.A.	REVISED
2	PLAN CHECKED	5-25-44	T.J.A.	REVISED
3	PLAN CHECKED	5-25-44	T.J.A.	REVISED
4	PLAN CHECKED	5-25-44	T.J.A.	REVISED
5	PLAN CHECKED	5-25-44	T.J.A.	REVISED
6	PLAN CHECKED	5-25-44	T.J.A.	REVISED
7	PLAN CHECKED	5-25-44	T.J.A.	REVISED
8	PLAN CHECKED	5-25-44	T.J.A.	REVISED
9	PLAN CHECKED	5-25-44	T.J.A.	REVISED
10	PLAN CHECKED	5-25-44	T.J.A.	REVISED

PHILA CITY DATUM.

D-0036-364

D-0036-365

D-0036-366