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BEFORE THE SURFACE TRANSPORTATION BOARD

Finance Docket No. 34818

City of Jersey City,
Rails to Trails Conservancy,
Pennsylvania Railroad Harsimus Stem
Embankment Preservation Coalition,
and New Jersey State Assemblyman Louis M. Manzo --
Petition for a Declaratory Order

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PETITION FOR A DECLARATORY ORDER

Introduction

City of Jersey City (New Jersey), Rails to Trails Conservancy, the Pennsylvania Railroad Harsimus Stem Embankment Coalition, and State Assemblyman Louis M. Manzo (collectively referred to herein as "City, et al" or "petitioners") hereby petition the Surface Transportation Board ("STB" or "Board"), pursuant to this Board's inherent authority to declare statutory obligations, and the Administrative Procedure Act's declaratory order provision, 5 U.S.C. 554(e), to resolve a controversy created by the attempt by Consolidated Rail Corporation ("Conrail") to abandon rail services and sell a portion of track in Jersey City, NJ, without prior authorization by this Board.

In addition or in the alternative, City, et al., also complain that Conrail is violating 49 U.S.C. § 10903 by reason of Conrail's unlawful and unauthorized abandonment of certain rail property in Jersey City, NJ, without prior authorization of this Board, and petition this Board to initiate an investigation and to take such measures as are necessary to prevent Conrail

from abandoning and fragmenting the property without first obtaining an authorization from this Board, and without first affording the petitioners and other interested parties all rights and remedies applicable under federal law in connection with the property comprising the line of railroad at issue in this proceeding.

The specific issue to be resolved is whether the Conrail track and right-of-way comprising the Harsimus Branch and its Sixth Street Embankment from about Milepost 1.3 near Luis Munoz Marin Boulevard (formerly known as "Henderson Street") in Jersey City to about Milepost 2.54 near Waldo Avenue, also in New Jersey, is a line of railroad which may not be abandoned without prior Board approval under 49 U.S.C. 10903.¹ A photographic map depicting the rail corridor in question is provided herewith in Exhibit B. Historically, the "Branch" was the freight mainline into the Pennsylvania Railroad's docks at Harsimus Cove.

Petitioners City, et al., (1) contend that the track and right-of-way in question is a line of railroad which may not be abandoned without prior Board approval, (2) specifically petition this Board to issue a declaratory order so providing,

¹ The milepost designations are approximations based on the track chart set forth on p. 64-1420 (Harsimus Br. MP 1.3 to MP 7.0) in Conrail, Maintenance Program and Track Chart, Atlantic Region, New Jersey Division, Corrected to 1-1-80 (relevant pages attached as Exhibit A). For ease of presentation, petitioners' reference to the Harsimus line at issue in this proceeding should be deemed to encompass approximately MP 1.3 as defined by geographic call in the text (former Henderson Street) to approximately MP 2.54 (near Waldo Avenue, and CP Waldo, which in turn is near a rail tunnel under the Palisades).

and (3) otherwise request this Board to take such enforcement actions as are necessary to require Conrail to comply with this Board's processes before abandoning and selling off the property in question. The requested relief not only will assure compliance with federal law, but also with state remedies applicable after abandonment has been authorized and has become effective.²

A. Parties

City of Jersey City ("Jersey City") is a municipal corporation of the State of New Jersey.³ The portion of the Harsimus line containing the Harsimus (or Sixth Street) Embankment is located in Jersey City. Jersey City wishes to acquire the line for future rail, trail, and other compatible public purposes.⁴

² Under the laws of New Jersey, if a railroad applies to STB for abandonment authority, it must provide notice to the State and each County and municipality in which part of the right of way is located. N.J. Stat. § 48:12-125.1. The statute bars sale of the right of way other than to state or local governments for a 90 day period, unless the governments entitled to notice waive the 90 day period. In this sense, the New Jersey statute is consistent with the relief that would be available to any interested local government under 49 U.S.C. § 10905. N.J. Stat. § 4:12-125.1 goes on to provide that "[a]ny sale or conveyance made in violation of this [provision] shall be void."

³ The City may be contacted on this issue through Joanne Monahan, Assistant Corporation Counsel, Jersey City Law Department, 280 Grove Street, Jersey City, NJ 07302.

⁴ As indicated in Exhibit G, the City Council of Jersey City has adopted a string of ordinances and resolutions recognizing the historic importance of the Embankment, authorizing its acquisition, and arranging for funding. City Council Ordinances: 03-010 (local historic landmark), 04-096 (purchase or condemnation), 05-064 (same); Resolutions: 04-188

Rails to Trails Conservancy is a § 501(c)(3) non-profit corporation with over 86,000 members, including over 2200 members in New Jersey and over 5500 in neighboring New York. RTC is dedicated to preserving otherwise-to-be abandoned railroad corridors for alternative and future public use, including possible future rail reactivation and interim use as trails. RTC members seek to preserve critical portions of the Harsimus line for trail, rail, and other compatible public purposes.⁵

The Pennsylvania Railroad Harsimus Stem Embankment Preservation Coalition ("Coalition") is a § 501(c)(3) non-profit corporation with individual members and affiliated organizations, including local neighborhood associations, dedicated to preserving the historic Sixth Street Embankment⁶ on the Harsimus line. Many of the Coalition's members live in the vicinity of the Embankment and would use it for commuting, recreation and open space if it were preserved.⁷

Louis M. Manzo is the New Jersey State Assemblyman

(application for grant), 05-399 (same).

⁵ RTC's national office address is: Rails to Trails Conservancy, 1100--17th St., N.W., 10th Floor, Washington, D.C. 20036.

⁶ The Harsimus Embankment is known locally as the Sixth Street Embankment. We will use the names Harsimus Embankment and Sixth Street Embankment interchangeably in this petition.

⁷ The Coalition's address is: Embankment Preservation Coalition, 495 Monmouth Street, Jersey City, NJ 07302. The Coalition maintains a website (www.embankment.org) containing photographs of the Sixth Street Embankment, a map, and further information.

representing the 31st District of New Jersey in the New Jersey Legislature. Mr. Manzo's district encompasses the Sixth Street Embankment in Jersey City. He is acting on behalf of the citizens of his district, based on independent research conducted through his office into the regulated status of the Harsimus line.⁸

B. Jurisdiction

STB has both plenary and exclusive jurisdiction to determine whether the public convenience and necessity permits extension or abandonment of railroad lines operating in interstate commerce. 49 U.S.C. 10501(b); 49 U.S.C. 10903; Chicago and N.W. RR Co. v. Kalo Brick & Tile Co., 450 U.S. 311, 320 (1981). 49 U.S.C. 10501(b) specifically grants this Board "exclusive" authority over railroad facilities, and provides that this Board's "remedies ... with respect to regulation of rail transportation are exclusive and preempt the remedies provided under Federal or State law." 49 U.S.C. 10903 provides that a rail carrier which intends to "abandon any part of its railroad lines ... must file an application relating thereto with the Board." Section 10903 further specifies that an "abandonment may be carried out only as authorized" under the relevant provisions of the ICC Termination Act (ICCTA).⁹

⁸ Assemblyman Manzo's address is Office of Assemblyman Louis M. Manzo, 107 West Side Avenue, Jersey City, New Jersey 07305.

⁹ Chapter 109 of ICCTA governs licensing of railroads, including abandonments. However, the Board has authority under 49 U.S.C. 10502 to grant exemptions from regulation, provided

The Board's broad powers over railroad line extensions and abandonments do not include entry and exit licensing of "construction, acquisition, operation, abandonment, or discontinuance of spur, industrial, team, switching or side tracks." 49 U.S.C. 10906. However, the Board, not the railroad seeking to abandon its line, has the responsibility of determining the Board's jurisdiction over lines of railroad. See City of Yonkers v. United States, 320 U.S. 685, 692 (1944); Powell v. United States, 300 U.S. 276, 287 (1937). See also Texas & Pac. Ry. Co. v. Gulf, C. & S.F. Ry. Co., 270 U.S. 266, 272-73 (1926); New Orleans Terminal Co. v. Spencer, 366 F.2d 160, 163-64 (5th Cir. 1966), cert. denied, 386 U.S. 942 (1967).

The requirement that a railroad obtain an authorization for abandonment prior to abandoning its line is enforceable. Pursuant to 49 U.S.C. 10701, any person, specifically including a governmental authority, may file a complaint with the Board about a violation of any rail regulatory provision in Part A of the ICCTA. Under 49 U.S.C. 11702(1)&(3), this Board may bring a civil action to enjoin violation of section 10903 or this

certain conditions are met. In addition to the statutory application for abandonment process governed by 49 U.S.C. 10903 (a part of ICCTA chapter 109), the Board administers two methods to employ 49 U.S.C. 10502 to obtain authorizations for abandonment by exemption. The first process involves petitioning STB for case by case exemptions (see 49 C.F.R. Part 1121 & § 1152.60). The second process involves use of the two-year out-of-service class exemption as codified at 49 C.F.R. 1152.50. Petitioners City, et al., after diligent inquiry, have found no instance in which Conrail has sought to employ any exemption procedure to obtain abandonment authorization for the properties at issue in this declaratory judgment petition.

Board's orders in connection therewith, respectively. 49 U.S.C. 11703 authorizes enforcement by the Attorney General. 49 U.S.C. 11704(c) authorizes a "person" to file a complaint with the Board under 11701(b), or to bring a civil action encompassing damages for which the carrier is liable by reason of violating the ICCTA in United States District Court. Various civil and criminal penalties are also available against carriers (or their personnel) knowingly violating ICCTA, including specifically 49 U.S.C. 10903. See, e.g., 49 U.S.C. 11901(c) (\$5000 penalty) & 11907.

On or about July 12, 2005, Conrail purported to sell certain property in the Harsimus rail line right of way, including the historic Embankment, to a group of limited liability companies (LLC's).¹⁰ At least at the time of sale, the group of LLC's all had a common ownership. The LLC's did not plan to employ the property for rail purposes, but to develop it for residential housing purposes, leaving no space for any continued or future rail use.¹¹

Prior to the sale, the City had expressed interest in acquiring the property, and indeed had indicated possible use of

¹⁰ Namely, 212 Marin Boulevard LLC, 247 Manila Avenue LLC, 280 Erie Street LLC, 317 Jersey Avenue LLC, 354 Cole Street LLC, 389 Monmouth Street LLC, 415 Brunswick Street LLC, and 446 Newark Avenue LLC, all with the mailing address "in care of Carmine R. Alampi, Esq., One University Plaza, Suite 4040, Hackensack, NJ 07061." See Exhibit C (Verified Statement of John Curley), Appendix I (copies of deeds).

¹¹ See Exhibit C (Verified Statement of John Curley) ¶¶ 3-4.

eminent domain. But Conrail representatives took the position that use of eminent domain was preempted, presumably because the property was subject to the continued regulation of this Board.¹² See City of Lincoln v. STB, 414 F.3d 858 (8th Cir. 2005) (City may not employ eminent domain to acquire unused portion of not-yet abandoned railroad right of way for public use). Petitioners City, et al agree that Jersey City may not employ eminent domain against a portion of rail line that continues to be subject to this Board's jurisdiction.

Since the Harsimus rail line, including the Embankment property, is a railroad line that falls within this Board's jurisdiction, Conrail may not abandon it, much less purport to fragment it through sale to a developer, without first complying with 49 U.S.C. 10903, or obtaining exemption authority pursuant to 49 U.S.C. 10502. So far as petitioners City et al are aware, Conrail's only professed excuse for failing to obtain requisite abandonment authority is that the railroad internally reclassified the subject railroad line as side track or industrial spur, purportedly excluding it from STB jurisdiction by internal fiat.

C. Facts.

1. The Harsimus line at issue in this proceeding extends from the Luis Munoz Marin Boulevard (formerly Henderson Street) to approximately Waldo Avenue near CP Waldo. See Exhibit B

¹² See Exhibit D (Verified Statement of Andrew Strauss) ¶ 3.

(maps). On the Conrail track map available to petitioners (Exhibit A), the relevant Mileposts on the Harsimus line appear to be MP 1.3 (former Henderson) to MP 2.54 (Waldo). Although this suggests the line is 1.24 miles in length, petitioners calculate it actually traverses a little under a mile on the ground. The portion at issue here includes the Sixth Street (or Harsimus) Embankment, and the right of way for an elevated structure linking to CP Waldo. The entire Embankment (about 2700 feet) is encompassed in the portion at issue. Although frequently referred to as the Harsimus "Branch," the "Branch" historically served as one of Pennsylvania Railroad's two mainlines for freight being transferred into New York City and other points in the harbor area.

The "Branch" was a key part of the lines of the Pennsylvania Railroad, which subsequently became part of Conrail, between Pennsylvania and New York City, linking the Pennsylvania Railroad to its Harsimus Docks along the Hudson River in Jersey City. From that point, cars were loaded on car ferries for shipment to Manhattan or other points in the greater New York City area. Thus, the rail line supported traffic not simply to and from industry located in Jersey City, but also traffic destined for ferry terminals serving New York City. The rail line supported not only through freight traffic of a major trunk railroad to and from termini in New Jersey and New York City, but also contributed greatly to the growth of the Port of New York and New Jersey. It facilitated the dedication of most

of the Jersey City Hudson River waterfront to rail and rail-related uses.¹³ The trackage unquestionably was treated and used as a line of railroad.

2. The Harsimus line had its inception in proposals by the United Railroad and Canal Company, which handled freight for the Pennsylvania Railroad, to construct a route from its mainline to the proposed piers and yards for Harsimus Cove soon after the end of the Civil War. Pennsylvania Railroad acquired United under a 999 year lease in 1871, with construction apparently complete on the line by 1874/75. By the 1880's the line into Harsimus yards received up to 500 carloads for a stockyards alone daily, plus an additional 150 carloads of grain, again daily, plus an unstated number of freight cars. Over 600 employees worked on railroad-related freight handling or track maintenance in connection with the line and its attendant docks.¹⁴ In the early 1900's, the Pennsylvania Railroad undertook to replace part of its elevated freight line into the Harsimus yards with a 100 feet wide, 7 track embankment, contained within sandstone retaining walls as much as thirty feet high.¹⁵ This represented a very substantial investment, and the new six block long embankment allowed expanded use by

¹³ See Exhibit E (Verified Statement of Richard James) ¶ 3 and Appendix I (The Pennsylvania Railroad Harsimus Branch Embankment, State & National Registers of Historic Places Nomination, p. 4).

¹⁴ See id. at 11.

¹⁵ Id. at 12.

the Pennsylvania Railroad of its eastern terminus in Jersey City in support of its east-west freight movements.

3. Traffic over the line was both involved, and described, in Secretary of Agriculture v. United States, 347 U.S. 645 (1954), a case dealing with ICC's approval of special charges, in addition to existing line-haul rates, for unloading services performed by railroads transporting fruits and vegetables to New York and Philadelphia. In the words of the Supreme Court,

No railroad carrying fruits or vegetables into New York, except the New York Central, has a direct line into Manhattan. The roads transporting the bulk of the produce into New York, the Pennsylvania and the Erie Railroads, terminate their lines on the Jersey side of the Hudson River. There, the cars are put on barges and floated across the river, either to be switched onto the carriers' Manhattan team tracks or to be unloaded directly at the Duane Street piers. These pier terminals are leased by the City of New York to the various carriers and are strategically located adjacent to Washington Market, New York's largest fruit and vegetable market.

347 U.S. at 649. The Supreme Court went on to describe the rail transportation service provided by Pennsylvania Railroad through Jersey City onto barges for Manhattan as a "line haul" covered by a "line haul" rate, and vacated ICC's decision allowing a special charge for unloading of fruits and vegetables from the rail cars once they reached Manhattan. In short, the Harsimus

Branch was part of a line of railroad, and in fact was employed to move traffic in interstate commerce under line haul rates from a host of shippers from New Jersey and points far to the west into New York City. Maps from the era show the Harsimus Branch served car ferries reaching throughout the greater New York area. Exhibit F.

4. The Harsimus Branch "branched" off the Pennsylvania Railroad mainline when that mainline diverged into a passenger line and a freight line. The Harsimus Branch was the mainline for freight, carrying that into the Harsimus yards and docks. Exhibit E ¶ 3(e). As late as 1960-61, the Harsimus yards, and necessarily the Harsimus Branch, handled 240 carloads daily for floats alone. Id. ¶ 3(f).

5. On April 1, 1976, Conrail took legal possession of the real estate at issue. Although the Harsimus docks were deemed uneconomic and shuttered, the seven-track Harsimus branch continued to be used to serve local businesses, and to facilitate freight train storage and reverse movements. By 1994, Conrail evidently deemed this use unnecessary and removed tracks. Approximately two years later, cross-bridges were removed.

6. In early 2000, the Harsimus Branch Embankment (a major part of the Harsimus Branch) was listed on the New Jersey State Register of Historic Places and subsequently declared eligible for the National Register of Historic Places. See Exhibit I. It would have been listed on the National Register but for

Conrail's refusal to consent. Exhibit C ¶ 6.

7. Various Jersey City administrations discussed acquisition of the Harsimus Embankment from Conrail. The City Council authorized acquisition in 2004. Exhibit I, Ord. 04-096. When the possibility of the City's use of eminent domain authority to acquire the property was discussed, Conrail took the position that the property was a rail line and thus immune from use of eminent domain, presumably due to federal preemption. Exhibit D ¶3.

8. When the possibility of preemption was raised at meetings in 2004, the Embankment Preservation Coalition (one of the petitioners herein) requested an analysis of the matter from Strauss and Associates, a local planning firm. Although not attorneys, Strauss and Associates after inquiry at the Surface Transportation Board determined that the Harsimus Branch could not at the same time be regulated railroad property and real estate for sale to a private developer. Strauss and Associates, after careful review of the literature and diligent inquiry at the Surface Transportation Board, could find no evidence that Conrail had ever obtained abandonment authority for the Harsimus Branch. Exhibit D ¶ 4. Strauss and Associates concluded that there had not been a legal abandonment of the Harsimus Branch, although the consultants held out the possibility that there had been an abandonment authorization in the early 1990's that no one could find. The consultants also noted that Conrail may be taking the position that the Harsimus line was a spur or

industrial lead and did not require abandonment authorization. Exhibit D ¶ 5. Strauss and Associates advised that if the line were regulated, it would be eligible for STB's two-year out-of-service exempt abandonment procedures.

9. Of course, Conrail cannot on the one hand claim to local officials that its property is a regulated line immune to eminent domain due to federal preemption and on the other hand claim that the property is not regulated and may be sold to a developer without STB abandonment authorization. Since Conrail took the apparent position that the branch was still regulated (immune from eminent domain), and since Conrail had not even applied for abandonment authority, the City did not undertake to complete its due diligence on a crash basis. However, the City continued to negotiate with Conrail concerning acquisition. The City reaffirmed its authority to acquire the property in 2005 (see Exhibit I, Ord. 05-064).

As part of its due diligence with respect to negotiations with Conrail for acquisition, the City sought an appraisal of the property. By letter dated June 17, 2005, Conrail through its attorney (John K. Fiorilla) stated that the line in question "was abandoned in April 1994 without application to the Interstate Commerce Commission pursuant to federal law which does not require formal ICC (now Surface Transportation Board) approval." Letter, Mr. Fiorilla to Mr. Curley, June 17, 2005 (Exhibit G). This represents a shift in position, in that such property would not be immune from eminent domain.

10. A few weeks later -- on July 11, 2005 -- Conrail purported to consummate the sale of the property to a group of LLC's, all owned by the same interest (Mr. Steven Hyman, a local developer).¹⁶ The local developer submitted plans for residential development of the property obviously incompatible with any continued rail use.¹⁷ This confirms that the intent of Conrail is to abandon and fragment the Harsimus line without compliance with 49 U.S.C. 10903, or any of the federal or state statutes applicable when a railroad seeks abandonment authority from this Board. The sale of course is invalid under, among other things, N.J. Stat. 48:12-125.1, if (as petitioners contend) the Harsimus Branch is a line of railroad.

11. The City has arranged financing adequate to meet the price Conrail received from the developer.¹⁸ The City remains interested in acquiring the property as open space and for possible rail reactivation, including light rail use. Exhibit C ¶6.

¹⁶ Mr. Hyman has earlier sought to use "offer of financial assistance processes" to acquire rail property from Conrail. See Conrail Abandonment of the Edgewater Branch in Hudson County, NJ, in the matter of an Offer of Financial Assistance, ICC dkt. AB 167 (Sub-no. 1036N), served Feb. 18, 1987 (allowing OFA to go forward); id. served May 21, 1987 (terminating OFA). In short, both the developer and Conrail are familiar with federal rail regulation.

¹⁷ Copies of the development plans submitted to the Jersey City Planning Board are set forth in Appendix II of Exhibit C. Petitioner City will submit the bulky subdivision maps upon request.

¹⁸ See Crowley email in Exhibit I (\$3.2 million in total grants and earmarks).

12. The most probable construction of Mr. Fiorilla's letter on behalf of Conrail is that in April 1994, Conrail arbitrarily internally reclassified the Harsimus line as "spur" or "industrial" and subsequently took the position that it could sell it to developers without prior ICC (now STB) approval, notwithstanding the claim to the City as late as 2004 that indicated Conrail recognized continued STB jurisdiction. However, City endeavored to determine if there were any abandonment decisions relating to the Harsimus Branch in April 1994 available on any of the computer services covering ICC actions. After again confirming the Strauss and Associates conclusion that no record of an abandonment authorization for this Branch is extant, petitioners City, et al. determined that in fact Conrail must be relying on an unlawful unilateral attempt to reclassify the line in order to avoid this Board's abandonment jurisdiction. Under the law, this petition for a declaratory order is an appropriate response to an apparent unlawful abandonment by Conrail.

ARGUMENT

A. Conrail's Track and Right of Way Is a Rail Line and May Not Be Abandoned without Prior Board Approval

1. The Harsimus Branch is a line of railroad. In Nicholson v. ICC, 711 F.2d 364 (D.C.Cir. 1983), cert. denied, 464 U.S. 1056 (1984), the D.C. Circuit considered whether a particular rail yard was a "line of railroad" within ICC's jurisdiction. That case upheld a long line of ICC decisions describing the agency's jurisdiction as applying to

"so-called main or branch lines of railroad, that is, lines designed and used for continuous transportation service by through, full trains between different points of shipment or travel, and to exclude from the operation of the statute all that mass of 'tracks' (as distinguished from lines) naturally and necessarily designed and used for loading, unloading, switching and other purposes...."

711 F.2d at 367, quoting Detroit & M. Ry. v. Boyne City, G. & A. R.R., 266 F. 540, 546 (E.D. Mich 1923). Unlike the yard involved in Nicholson, the Harsimus Branch was designed and used for continuous transportation service by through, full trains bound to and from New York. It was not used for unloading. Instead, it was the mainline into one of the Pennsylvania Railroad's two main terminals on the Hudson River for transshipment of freight onto car ferries destined for points in the greater New York City area. The Harsimus Branch was a rail line, not a mere "track."

The decision of this Board's predecessor, ICC, in Chelsea Property Owners -- Abandonment -- Portion of the Consolidated Rail Corporation's West 30th Street Secondary Track in NY, NY, 8 ICC2d 773, AB 167 (Sub-no. 1094), served Sept. 16, 1992, aff'd sub nom. Consolidated Rail Corp. v. ICC, 29 F.3d 706 (D.C.Cir. 1994), is highly relevant here. Chelsea Property Owners involved a 1.45 mile elevated rail line (the "Highline") owned by Conrail in Manhattan and unused for roughly 15 years, similar to the roughly one mile long, largely elevated Conrail line involved in this case across the Hudson in Jersey City. The Chelsea Property Owners argued that the Highline was a spur not subject to ICC's abandonment jurisdiction. ICC rejected this

position. The Commission observed that the line once had been used (just like the Harsimus Branch in this proceeding) "for line haul operations into and out of Manhattan."

"Given the Highline's history as a regulated rail line, we continue to have jurisdiction over it, even though the track in question now possesses many of the characteristics of a spur. ...

"Because this track was clearly part of a rail line at one time, we find that it cannot be converted into an exempt spur and the Commission divested of jurisdiction over it solely through the railroad's unilateral decision to change its use of the track segment over time. To find that this is a spur would be inconsistent with our well-established policy that where a carrier decides to reduce or cease service and/or remove track, the carrier's common carrier obligation remains until appropriate abandonment authority is obtained.

"To permit a carrier to bootstrap itself into acquiring statutory sanction for an unauthorized abandonment is inconsistent with our authority under 49 U.S.C. § 10903. ... [T]he issue of the public convenience and necessity may be addressed by exercising our § 10903 jurisdiction, not by employing [what is now § 10906] to disavow it. The Highline was concededly a rail line subject to our jurisdiction during its most recent operations, and we find that our jurisdiction over the line continues notwithstanding Conrail's prolonged cessation of operations."

1992 ICC Lexis 192 at *35-*36. Chelsea Property Owners is controlling here. The Harsimus Branch must be viewed as a rail line subject to this Board's exit (abandonment) jurisdiction.¹⁹

To be sure, the Harsimus Branch was originally constructed in the 1800's, before this Board's predecessor obtained exclusive licensing jurisdiction over entry and exit. However, this Board has recently emphasized ICC's jurisdiction

¹⁹ As a result of this ruling, this Board still retains jurisdiction over the Highline, as exemplified by the recently issued Certificate of Interim Trail Use (CITU) pursuant to 16 U.S.C. § 1247(d) covering it. See Chelsea Property Owners--Abandonment, AB 167 (Sub-no. 1094)A, served June 13, 2005.

automatically "attached to carriers engaged in interstate commerce by rail" before 1920, and that after 1920, a carrier with a pre-existing line "had to come to the ICC and demonstrate that the PC&N allowed abandonment." The Burlington Northern and Santa Fe Railway Co. -- Petition for a Declaration or Prescription of Crossing, Trackage, or Joint Use Rights, F.D. 33740, served May 13, 2003, 2003 STB Lexis 244 at *14. "Congress did not intend to create a practical, legal, or regulatory distinction between lines built prior to enactment of the certificate [for entry or exit] requirement and those constructed after 1920." Id. at *14 -*15. There is no doubt that the Harsimus Branch would have required a certificate if constructed post-1920, or an abandonment certificate thereafter.

City et al are aware of a line of ICC and STB cases stating that the distinction between spur and branch lines depends on a multi-part analysis involving history, length, weight of rail service to more than one shipper, weight of rail and so on. The key point here is that the Harsimus Branch between Waldo and Luis Munoz (formerly Henderson) was a freight mainline into the Harsimus Cove docks serving line hauls into New York City. It unquestionably was more than an industrial lead or spur, notwithstanding its lack of use for the past twelve years. If it were ever a spur, the Harsimus Branch became a mainline for freight by the 1880's. When Congress adopted entry and exit licensing for rail lines, the Harsimus Branch automatically became a regulated main or branch line. Once it became a

regulated line, it could not lawfully be abandoned without prior authorization under the consistent precedent of this Board and its predecessor, the old Interstate Commerce Commission (ICC).

2. Conrail must obtain abandonment authorization.²⁰ Once a railroad undertakes to provide "common carrier" services over a particular line of railroad, the obligation to provide those services continues until the railroad obtains from this Board abandonment (or discontinuance) authorization, "irrespective of any subsequent change in the use or operation of that track or the classification of the track by the carrier."²¹

A long line of cases establishes this proposition. In Chicago & Alton R.R. Co. v. Toledo, Peoria and Western R.R. Co., 146 ICC 171 (1928), this Board's predecessor required that a carrier obtain an abandonment authorization prior to cessation of operations even though cessation of operations was required by the terms of a lease. This Board's predecessor rejected the position that the parties had a legal right to rely upon the

²⁰ The analysis in this section is derived from the very able presentation by ICC's Office of Compliance and Consumer Assistance in Rails to Trails Conservancy et al., Petition for a Declaratory Order, ICC F.D. 31292, Opening Statements of Fact and Argument, dated July 28, 1988. The referenced case was settled, but resulted in a clarification to the rail industry that railroad companies may not reclassify railroad lines as "spur" or "industrial" track and thus avoid the need to obtain federal abandonment authorization prior to conveying a line to developers.

²¹ OCE Opening Statement, supra, at 10. A railroad may temporarily suspend its obligations by imposing a valid embargo. That is irrelevant here.

terms of this lease to terminate a common carrier obligation. Citing Louisville & Nashville R.R. v. Mottley, 219 U.S. 467, 482, the ICC reasoned that if federal abandonment jurisdiction was limited or circumscribed by the specific provisions of a private contract, federal jurisdiction "could be entirely defeated by short-term contracts made renewable at the option of the parties."

Similarly, in Lehigh Valley R.R. Co. Proposed Abandonment of Operations, 202 ICC 659 (1935), ICC held that the State Line & Sullivan Railroad Company, a lessor that ceased to operate a railroad line in 1884, was still required to seek permission to abandon a railroad line which had reverted to it upon expiration of a lease to the Lehigh Valley Railroad in April 1934. ICC held that State Line's lease to Lehigh "did not change the lessor's relationship to the public" and that State Line's "duties and obligations cannot be cast away at will." Id. at 663. Citing Charles Wolf Packing Co. v. Court of Ind. Relations, 262 U.S. 522, 543 (1923) for the proposition that

"[a] common carrier which accepts a railroad franchise is not free to withdraw the use of that which it has granted to the public[,]"

ICC held that State Line continued to be responsible for rail service on and over the line until State Line had received an ICC abandonment authorization. Lehigh Valley, supra, at 663.

In Oregon Short Line R. Co. Abandonment, 267 ICC 633 (1947), this Board's predecessor faced a situation similar to that presented here. The main difference is that in Oregon

Short Line, the railroad applied to ICC for abandonment authorization for a branch line. The State of Utah challenged ICC's jurisdiction on the ground that the involved line was a spur track, because the amount of service on the line had steadily declined over the years. ICC, however, found the track was clearly a line of railroad for which prior abandonment authorization was required for cessation of operations. ICC explained as follows:

"If a carrier by voluntary reduction of service with or without approval of a State Commission, could change the status of a particular line, our jurisdiction could be defeated entirely. Once having assumed common-carrier obligations subject to the jurisdiction of [ICC] with respect to a particular line of railroad, that obligation remains until appropriate authority for abandonment is obtained."

Id. at 635.

Similarly, "[t]he courts have also consistently held" that until a railroad receives federal (ICC or, now, STB) abandonment or discontinuance authority over a line, the railroad's "public service obligation remains notwithstanding any operational changes, preexisting contractual obligations or carrier classification of the line." OCE Opening Statement, supra, at 12, citing New Haven Inclusion Cases, 399 U.S. 392, 461 (1970); Smith v. Hoboken R. Warehouse & S.S. Connecting Co., 328 U.S. 123, 130 (1946); Thompson v. Texas Mexican R.Co., 328 U.S. 134, 144-45 (1946); Gibbons v. United States, 660 F.2d 225, 229 (7th Cir. 1981), 660 F.2d 1227, 1232-35 (7th Cir. 1981); ICC v. Chicago & N.W. T.Co., 533 F.2d 1025, 1028 (8th Cir. 1976); California v. Southland Royalty Co., 436 U.S. 519, 529n.6

(1978). See also Illinois Central R. Co. Construction and Trackage, 307 ICC 493 (1959) (1.4 mile rail line into a port facility not an industrial spur).

Unilateral reclassification of a line is not a permissible means to avoid federal abandonment jurisdiction, even where the line has become shorter due to prior abandonments or changes in use. In Old Colony Railroad Co. et al. Trustees Abandonment, 224 ICC 681, 682-83 (1938), a party claimed that after abandonment of part of a line, the remaining stub-ended section became an industrial spur. ICC held to the contrary, explaining that once a line is under federal jurisdiction, a railroad "may not lawfully reduce [the] ... line ... to the status of industrial spur without our permission to abandon operation...." ICC also explained that a track's "classification by the owner is [not] determinative." Clinchfield Railroad Co. Abandonment, 295 ICC 41, 44 (1955). See also Chelsea Property Owners, supra.

These propositions remain the law. Phillips v. Denver & R.G. RR, 97 F.3d 1375 (10th Cir. 1996), involved claims by adjacent landowners that federally-granted railroad right of way underlying an old rail line had reverted to them pursuant to 43 U.S.C. § 912, by reason of alleged longstanding non-use of the line for rail purposes. The landowners sued to quiet title, and the trial court referred the matter to this Board's predecessor. ICC "determined that no abandonment had occurred because the ICC had never authorized defendants to abandon the line, as

required under § 10903, which provides that '[a] rail carrier providing transportation subject to the jurisdiction of the [ICC] ... may ... abandon any part of its railroad lines ... only if the [ICC] finds that the present or future public convenience and necessity require or permit the abandonment....' § 10903(d)." 97 F.3d at 1377. ICC supported its view on the ground of its plenary and exclusive authority over abandonments, and on the ground that "if de facto abandonment were sufficient to establish abandonment under § 912, a railroad could easily circumvent ICC's oversight and regulation by simply terminating its use of a railroad line." Id. The Tenth Circuit upheld the agency's reasoning and conclusion.

The Phillips case is important for another reason. This Board's predecessor explained that it had "no authority to authorize, retroactively, the abandonment of a rail line." The agency observed that under § 10903, it must make a finding concerning the "present or future" public convenience and necessity concerning abandonments, not past conditions. 97 F.3d at 1378.

Under these authorities, the Harsimus line involved in this proceeding is unquestionably a line of railroad subject to this Board's jurisdiction. The line was constructed over one hundred years ago to link the Pennsylvania Railroad to harbor facilities in Jersey City, and served as a major transshipment location for grain and livestock arriving by rail from the American Mid-West. It was substantially upgraded in the early 1900's to accommodate

burgeoning traffic over the Pennsylvania Railroad into its Jersey City port facilities. The fact that ICC had jurisdiction over the Harsimus Branch is corroborated by the Supreme Court's decision in Secretary of Agriculture, supra, in which the Court described Pennsylvania Railroad's traffic over the Harsimus and into Manhattan as covered by a "line haul" rate, and vacated an ICC decision to authorize a special handling charge for unloading fruits and vegetables once rail cars reached the Manhattan side of the Hudson.²² In short, no one can doubt that the Harsimus tracks constituted a line of railroad subject to plenary and exclusive federal regulatory control during this period. Although rail use declined in the 1980's under Conrail, the line remained in use for local shippers at least until 1992. The decline and indeed the total cessation of rail use in the 1990's did not mean Conrail could arbitrarily avoid the abandonment jurisdiction of this Board (or its predecessor). To the contrary, the uniform case law indicates that the line remains subject to federal regulatory control, which does not recognize de facto abandonment as supplanting the need prior

²² Other even earlier cases made clear that the provisions of the Interstate Commerce Act applied to Pennsylvania Railroad's operations at Harsimus Cove. E.g., Langdon v. Pennsylvania R. Co., 194 F. 486 (E.D. Pa. 1912) (railroad could not discriminate among coal companies as between its Harsimus and South Amboy termini under the Interstate Commerce Act). The general interstate/international and through nature of traffic into and out of Harsimus Cove is also indicated in cases such as Pennsylvania R. Co. v. Manheim Ins. Co., 56 F. 301 (S.D. N.Y. 1893) (lard for Rotterdam); O'Rourke v. Pennsylvania R. Co., 99 F.Supp. 506 (E.D.N.Y. 1951) (freight brakemen on car floats out of the Cove).

federal abandonment authorization. E.g., Chelsea Property Owners, supra. Conrail should not be permitted to thwart this Board's abandonment authority.

This Board should initiate a declaratory proceeding antecedent to an order declaring that the line is subject to this Board's jurisdiction, thus requiring Conrail to seek abandonment authorization if it wishes to abandon this line.

B. Expedited Relief Should Be Granted in the Public Interest

The City Council adopted Ordinance 03-110 designating the Embankment as a "local historic landmark" in 2003.²³ The Council followed this with Ordinances (04-096, amended 05-064) noting the City's desire to acquire the property, and authorizing purchase or condemnation. The Council also sought and arranged grant financing for acquisition (e.g., Resolutions 004-188 and 05-399). A total of \$1.6 million in grant funds is available; in addition, the City has an earmark of \$1.6 million in SAFETEA-LU. While the City was undertaking due diligence activities to acquire the property in 2005, Conrail -- despite its lack of abandonment authority and the City's preparations -- sold the property to a local developer. The local developer in turn promptly submitted plans for residential development of the property.

The Jersey City Planning Board declined to authorize the development, in response to a variety of concerns, including the

²³ All ordinances and resolutions referenced in this paragraph are set out in Exhibit G.

argument that the Harsimus Branch had not been authorized for abandonment and was thus within STB's jurisdiction, not that of the Planning Board. The developer then sued the City and related parties. As indicated in the Verified Statement of Mr. Curley (Exhibit C, ¶ 7), the New Jersey Superior Court has directed the Planning Board to proceed without further regard to STB jurisdiction.²⁴ As Mr. Curley indicates, the Planning Board is "powerless to defeat or defer the pending applications" on the ground of STB jurisdiction. Once the applications are granted, "the railroad structures may be demolished and the land devoted to non-rail use." Ex. C ¶ 8. One application has already been granted. Id.

If Conrail and the developer are allowed to flaunt 49 U.S.C. § 10903, then preservation of the Harsimus Embankment will likely be much more expensive (land acquisition costs for a lawfully approved housing development may reasonably be expected to be substantially higher than for an undeveloped rail corridor), and City is concerned that the costs will be beyond its reach. The railroad's unlawful conduct thus not only flaunts the public interest in having railroads comply with this Board's jurisdiction, but also jeopardizes Jersey City's ability to acquire the property for rail, trail, and open space purposes.

Since the Harsimus Embankment is eligible for the National

²⁴ Mr. Curley attaches a copy of the state court decision as Appendix III to his verified statement.

Register of Historic Places, had Conrail complied with abandonment requirements, the railroad would have had to comply with section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, prior to any sale of the Embankment to the developer. See 49 C.F.R. Part 1105.6-.8 (STB historic preservation requirements applicable in abandonments). Conrail's failure to comply with the law is now imminently threatening the protection of an important historic asset. Conrail also has deprived the public of its otherwise applicable right to obtain a "public use condition" under 49 U.S.C. § 10905 which would have barred Conrail from selling the Embankment to the developer for 180 days, affording the City an opportunity to negotiate a purchase without the need for Conrail's cooperation to obtain an abandonment authorization, with the availability of its eminent domain powers, and without the machinations of the local developer. In addition, had Conrail complied with STB requirements, the City could have availed itself of various State remedies aimed at preserving the line should STB authorize abandonment.

Conclusion

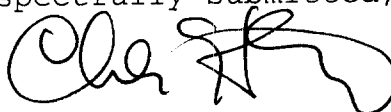
Conrail must comply with 49 U.S.C. § 10903. Despite a diligent search, petitioners cannot find an abandonment authorization showing such compliance, and Conrail has never presented one. Unless Conrail has an abandonment authorization applicable to the portion of the Harsimus Branch involved in this petition, then Conrail needs to get an abandonment

proceeding started.

The line involved in this proceeding includes property protected under section 106 of the National Historic Preservation Act (see, e.g., Exhibit I), in a corridor across the Hudson River from the former World Trade Center. Conrail's failure to comply with 49 U.S.C. § 10903 is thus far more than an academic failure to comply with one of STB's exit licensing requirements. Instead, Conrail's failure to obey the law compromises efforts to preserve an important and historic corridor for a whole variety of public purposes.

STB should grant this Petition, initiate a declaratory proceeding, find that it has jurisdiction over the Harsimus Branch in question here, require Conrail to initiate an abandonment proceeding, and take such other action as is warranted to safeguard the rights of petitioners City, et al in this proceeding.

Respectfully submitted,



Charles H. Montange
Attorney for petitioners
City of Jersey City,
Rails to Trails Conservancy,
PRR Harsimus Stem Embankment
Preservation Coalition,
and Assemblyman Louis M. Manzo

426 NW 162d St.
Seattle, WA 98177
(206) 546-1936
fax: -3739

Of counsel for
Rails to Trails Conservancy

Andrea Ferster
Rails to Trails Conservancy
1100--17th St., N.W., Tenth Fl.
Washington, D.C. 20036

Exhibits (main appendices in parenthetical)

- A -- Track Chart
- B -- Map
- C -- Verified Statement of John Curley (deeds, planning documents, state court order)
- D -- Verified Statement of Andrew Strauss (memo re: search of STB records)
- E -- Verified Statement of Richard James (National Register nomination)
- F -- Car ferry routes
- G -- City Council Ordinances: 03-010 (local historic landmark)
04-096 (purchase or condemnation)
05-064 (same)
Resolutions: 04-188 (application for grant)
05-399 (same)
- H -- Letter, Mr. Fiorilla to Mr. Curley
- I -- Historic Preservation Materials

Certificate of Service

I hereby certify service on January 11, 2006, by placing copies of the foregoing petition with an express service, next business day delivery, addressed to Jonathan Broder, VP/General Counsel; David C. Ziccardi, Associate General Counsel, Consolidated Rail Corp., 2001 Market St., 8th Fl., Philadelphia, PA 19103.

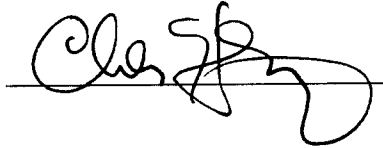
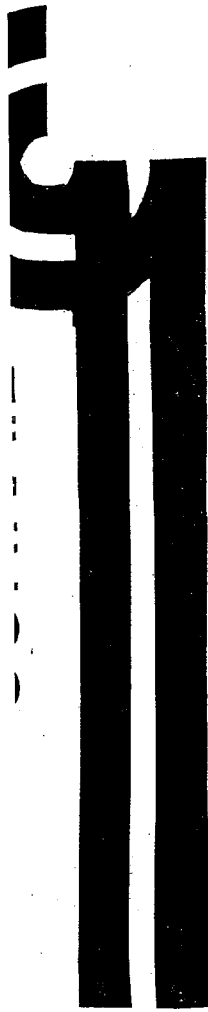
A handwritten signature in black ink, appearing to read "Charles J. Broder", is written over a horizontal line.

Exhibit A

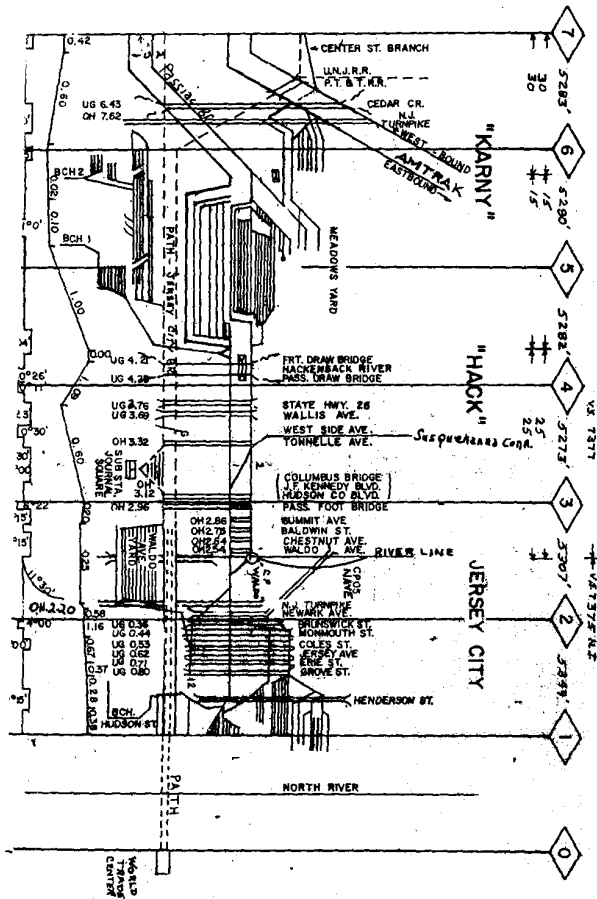


MAINTENANCE PROGRAM
AND
TRACK CHART

ATLANTIC REGION

NEW JERSEY DIVISION

CORRECT TO 1-1-80



NO.	SECTION	NO.	SECTION
1	SECTION	1	SECTION
2	SECTION	2	SECTION
3	SECTION	3	SECTION
4	SECTION	4	SECTION
5	SECTION	5	SECTION
6	SECTION	6	SECTION
7	SECTION	7	SECTION

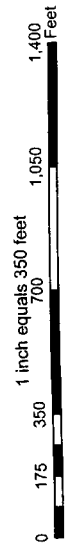
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3	SECTION	3	SECTION
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7	SECTION	7	SECTION

NO.	SECTION	NO.	SECTION
1	SECTION	1	SECTION
2	SECTION	2	SECTION
3	SECTION	3	SECTION
4	SECTION	4	SECTION
5	SECTION	5	SECTION
6	SECTION	6	SECTION
7	SECTION	7	SECTION

Exhibit B



INSET



ORTHOPHOTOGRAPHIC BASE MAP
Photo taken April 8, 1999 (After Track Removal)

EMBANKMENT PRESERVATION COALITION

PRODUCED TO MEET THE
STATE PLANE MAP ACT
Scale of Accuracy: 1:40,000

BEFORE THE SURFACE TRANSPORTATION BOARD

Finance Docket No. 34818

City of Jersey City,
Rails to Trails Conservancy,
Pennsylvania Railroad Harsimus Stem
Embankment Preservation Coalition,
and New Jersey State Assemblyman Louis Manzo --
Petition for a Declaratory Order

JAN 12 2006
RECEIVED

FEE RECEIVED

JAN 12 2005

**SURFACE
TRANSPORTATION BOARD**

PETITION FOR A DECLARATORY ORDER

EXHIBIT VOLUME
contents:

- Exhibit C -- Verified Statement of John Curley (deeds, planning documents, state court order)
- Exhibit D -- Verified Statement of Andrew Strauss (memo re: search of STB records)
- Exhibit E -- Verified Statement of Richard James (National Register nomination)
- Exhibit F -- Car ferry routes
- Exhibit G -- City Council Ordinances: 03-010 (local historic landmark), 04-096 (purchase or condemnation), 05-064 (same); Resolutions: 04-188 (application for grant), 05-399 (same); and email on funding
- Exhibit H -- Letter, Mr. Fiorilla to Mr. Curley
- Exhibit I -- Historic Preservation Materials

ENTERED
Office of Proceedings

JAN 13 2006

Part of
Public Record

FILED

JAN 12 2005

**SURFACE
TRANSPORTATION BOARD**

Charles H. Montange
Attorney for petitioners
City of Jersey City,
Rails to Trails Conservancy,
PRR Harsimus Stem Embankment
Preservation Coalition,
and Assemblyman Louis M. Manzo

426 NW 162d St.
Seattle, WA 98177
(206) 546-1936
fax: -3739

Exhibit C

BEFORE THE SURFACE TRANSPORTATION BOARD

Finance Docket No. 34818

Rails to Trails Conservancy,
Jersey City, and
Pennsylvania Railroad Harsimus Stem
Embankment Coalition, petitioners --
Petition for a Declaratory Order

VERIFIED STATEMENT OF
JOHN J. CURLEY

I, John J. Curley, make this Verified Statement in support of the Petition for a Declaratory Order filed by petitioners the City of Jersey City, et al. in the above-captioned proceeding.

1. I am special counsel for the City of Jersey City, Jersey City Historic Preservation Commission and Joanne Monahan (Assistant City Counsel) in litigation brought by eight limited liability companies controlled by developer Steven Hyman who claims to hold property interests acquired from Conrail to the portion of the Harsimus Branch containing the Sixth Street Embankment.

2. Steven Hyman, a developer, on or about July 11, 2005, acquired the Harsimus Embankment in the Harsimus Branch of the old Pennsylvania Railroad from Conrail by Quit Claim deeds in the name of several limited liability companies in which Mr. Hyman holds 100% interest. Copies of the Quit Claim deeds are attached in Appendix I to this Verified Statement.

3. Mr. Hyman proposes to develop the Embankment property for

residential purposes 'through the construction of one and two family homes, which is in accordance with the zoning of the area. Copies of his development plans for five of the eight parcels are attached in Appendix II to this Verified Statement. His development plans for the remaining three parcels are expected to be similar.

4. On their face, Mr. Hyman's development plans are inconsistent with any rail use of the Embankment. A railroad cannot be fit in the property once it is subdivided and utilized for residential housing as proposed by Mr. Hyman. Additionally, the construction of the residential units proposed by Mr. Hyman necessitates the demolition of the remaining railroad structures and the embankment as the homes are to be constructed at grade.

5. The City has no record of receiving any notice that the Interstate Commerce Commission or the Surface Transportation Board ever authorized abandonment of the Harsimus Branch containing the embankment in which Mr. Hyman claims a property interest. The City after inquiry does not believe that Conrail ever obtained an abandonment authorization for the portion of the Harsimus Branch in Jersey City. The City believes that the Harsimus Branch is a line of railroad subject to the plenary and exclusive jurisdiction of the Surface Transportation Board until the Surface Transportation Board has authorized an abandonment, which it has not.

6. The railroad embankment is of particular concern to the City of Jersey City. Constructed in the early 1900's and designed

by a 'celebrated local engineer, it has great historical significance in the development of Jersey City's downtown area which was dominated by rail freight transportation and is listed on the New Jersey Register of Historic Places. It is also eligible to be listed on the National Register of Historic Places. Jersey City is contemplating using the existing embankment for expansion of its growing light rail system or as open space as the embankment is located between two densely populated historic residential districts.

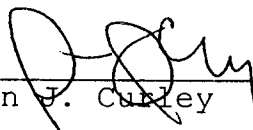
7. The Planning Board of the City of Jersey City, acting after hearing arguments (among others) insofar as is germane here that the Harsimus Branch had never been authorized for abandonment and therefore remains under the Surface Transportation Board's jurisdiction, declined to authorize the residential development proposed by Mr. Hyman for the railroad property. Mr. Hyman has sued the City and related parties over this refusal, and has received an order from the Superior Court of New Jersey directing the Planning Board to proceed without further regard to whether the Surface Transportation Board continues to have jurisdiction over the property. A copy of this Order is attached as Appendix III.

8. In light of this litigation, it is urgent that the City obtain as quickly as possible a declaratory judgment that the Surface Transportation Board has jurisdiction over the railroad property at issue in this proceeding. The Planning Board is

powerless to defeat or defer the pending applications on the grounds that the Surface Transportation Board has jurisdiction over the property and has now granted one such application under protest. Once the applications are granted, the railroad structures may be demolished and the land devoted to non-rail use, thereby possibly defeating the Surface Transportation Board's jurisdiction and rendering this Petition moot. The proposed development of one and two family homes on the land may not require any additional variances and therefore no additional Planning Board review before non-rail use of the property is established.

Pursuant to 28 U.S.C. § 1746, I declare and verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on Jan. 6, 2006.



John J. Curley

Exhibit C: Appendix I

Consideration : \$333335.00 Exempt Code: S

County	State	N.P.N.R.F	Total
333.83	833.42	275.25	1976.30
General	Public	Extra	1% Tax
0.00	166.75	367.05	0.00

QUITCLAIM DEED (NJ)

Case 72931-A

THIS DEED, made the 12th day of July, in the year of our Lord Two Thousand Five

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, 8TH Floor, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and **212 MARIN BOULEVARD, L.L.C.**, a Limited Liability Company, having a mailing address in care of Carmine R. Alampi, Esq., One University Plaza, Suite 404, Hackensack, NJ 07601, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS (\$333,335) of money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the Premises as more particularly described on Exhibit 'A', pages 1 of 3 through 3 of 3, appended hereto and made a part hereof.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, assignable and unrestricted easements and rights for any and all existing sewer, gas and water lines, poles, pipes, wires, cables, power, signal and communication lines, fiber optic lines, telecommunication lines and all their appurtenances, hereinafter referred to as "facilities", located in, on, under, over, above, beneath the surface, across or through the Premises; and together with the right to use, maintain, repair, replace, renew, rehabilitate and remove said facilities and their appurtenances.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of New Jersey now or hereafter in force with respect to the covenants set forth below:

TAX REFERENCE:
Block 212 Lot M

Robert W. Ryan
THIS INSTRUMENT PREPARED BY:
Robert W. Ryan
Consolidated Rail Corporation
2001 Market Street - 8th Floor
Philadelphia, PA 19103

BK:07616 PG:00001

(1.) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2.) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the Premises and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3.) A. Allocation of Specific Obligations to Remediate.

The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

(i) Grantee shall be responsible after the date of this Deed for any Remediation arising from the existence or presence of any contamination in, on or about the Premises, including without limitation, any Hazardous Substances, except as specifically provided otherwise in Subsection A(ii) below.

(ii) Grantor shall be responsible for Remediation of Hazardous Substances in, on or about the Premises, provided that such Hazardous Substances: (1) resulted from a condition created by Grantor during the time the Premises was owned by Grantor; and (2) are a violation of applicable environmental laws or regulations in effect and as interpreted on the date of this Deed. Notwithstanding the aforesaid, Grantor shall not be liable for any Remediation resulting from any condition: (a) that Grantee had knowledge of or reasonable basis to suspect as of the date of this Deed; or (b) that Grantee could have discovered its presence upon the Premises by a duly diligent examination of the Premises or public records related thereto; or (c) which Grantee has failed to immediately notify Grantor of as provided for below. Grantor's liability for any Remediation for which it is otherwise responsible hereunder shall be no greater than that resulting from the condition of the Premises existing as of the date of this Deed regardless of any increase in Remediation costs or liability created by or resulting from events occurring after the date of this Deed, including the passage of time.

(iii) If at any time after the date of this Deed, any Hazardous Substances are discovered which are or may be the responsibility of Grantor to Remediate pursuant to Subsection A(ii) above, then Grantee shall immediately notify Grantor of such Hazardous Substances, and Grantor shall have the opportunity and right to investigate, determine its responsibility therefor, determine in connection with appropriate governmental or regulatory bodies the appropriate response or remedy for such Hazardous Substances and Remediate, with its own forces or contractors and at its own expense, such Hazardous Substances to the satisfaction of appropriate regulatory bodies or to the additional extent deemed appropriate by Grantor. Grantor shall only be obligated to Remediate such Hazardous Substances to the extent that would be required for the now existing or most recent use of the Premises by Grantor, regardless of the current or proposed use of the Premises by Grantee. Grantee shall grant such rights of entry or other rights to Grantor, upon reasonable terms and without compensation, as may be necessary to allow Grantor to perform the inspections, remediation or other actions necessary to comply with this Subsection. In the event of a dispute concerning Grantor's responsibility for any Remediation hereunder, the parties shall cooperate to resolve such dispute as quickly as possible, and Grantee, unless required by valid judicial or regulatory order to take immediate action to Remediate a specific condition, shall, during the resolution of such dispute, take no actions inconsistent with Grantor's right to seek a determination from the appropriate regulatory or judicial body of the remedy required by law and to Remediate the Hazardous Substances with its own forces or contractors. Grantor shall not be liable to Grantee for any damages, costs or expenses incurred as a result of such Remediation, except that if Grantee is required by valid judicial or administrative order as provided above to take immediate action to Remediate any Hazardous Substances which are later determined

BK:07616 PG:00002

to be the responsibility of Grantor pursuant to this Subsection, Grantee shall be able to recover its actual and reasonable costs from Grantor.

B. Definition of "Hazardous Substance(s)". "Hazardous Substance(s)", as used in this Deed, shall mean any material or substance that is defined or classified as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601(14)) or Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); a "hazardous waste" pursuant to Section 1004 or 3001 of the Resource Conservation and Recovery Act (42 U.S.C. §§6903, 6921); a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act (33 U.S.C. §1317(a)(1)); a "hazardous air pollutant" under Section 112 of the Clean Air Act (42 U.S.C. §7412); or a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990 (49 U.S.C. App. §1802(4)).

C. Definition of "Remediate" and "Remediation". "Remediate" or "Remediation", as used in this Deed, shall mean, any reasonable investigation and the formulation and implementation of any remedial action, containment, cleanup, response, treatment, removal, mitigation, abatement, elimination or control of any contamination.

D. Indemnity. The party made responsible by this Section for any Remediation shall: (1) satisfy said obligations; and (2) indemnify, defend and hold the other party (and its directors, officers, employees and agents) harmless from and against any claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with said Remediation.

E. Release. As a material part of the consideration to Grantor for the conveyance of the Premises, Grantee hereby expressly and irrevocably releases and forever discharges, and by these presents does, for its successors and assigns, release and forever discharge Grantor (including, without limitation, its directors, officers, employees, and agents) from any and all actions, suits, controversies, damages (compensatory, punitive or consequential), judgments, claims and demands whatsoever, in law, or in equity, which Grantee ever had, now has, or which it or its successors and assigns hereafter can, shall or may have against Grantor, arising out of or in connection with the presence of any contamination on the Premises, including without limitation, any Hazardous Substances, except to the extent Grantor fails to comply with its obligations set forth in Subsection A(ii) above, or Grantee is entitled to recover the cost of any Remediation pursuant to Subsection A(ii). Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with Grantee's prosecution of any of its legal remedies against any third party who might have concurring or joint liability for matters for which Grantee has released Grantor pursuant to this Subsection. Each party expressly waives, to the extent it lawfully may do so: (i) the benefits of any statute that would relieve it of any obligations that it has assumed under this Section, and (ii) any defense predicated on alleged misrepresentations of fact or the nondisclosure of any fact.

(4.) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, unrestricted and assignable easements and rights for any and all existing signboards and their appurtenances located on the Premises; together with the necessary, easements and rights for any necessary electric service lines and their appurtenances needed for illuminating said signboards; and together with rights and easements to construct, use, maintain, modify, enlarge, repair, renew, replace, rehabilitate and remove said signboards; and together with the right of immediate and unimpeded ingress and egress on, over, across, and through the Premises for the purposes aforesaid; and further together with the ~~exclusive right to sell and assign such rights~~ and to retain any and all revenues, income, charges, considerations and fees derived therefrom.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever of, in and to the same and every part thereof, UNDER and SUBJECT and EXCEPTING AND RESERVING as aforesaid.

TO HAVE AND TO HOLD, all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the Grantee, forever, UNDER and SUBJECT and provided as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be signed in its name and behalf

BK=07616 PG=00004

EXHIBIT A

CASE NO. 72931-A

ALL THAT CERTAIN piece or parcel of land of the Grantor, together with all of the improvements thereon, being a portion of the line of railroad known as the Penn Central Harsimus Branch and identified as Line Code 1420, situate in the City of Jersey City, County of Hudson and State of New Jersey, said parcel being identified as Block 212, Lot M, which is bounded and described in accordance with a Plat of Survey, identified as Project No. 0303332, dated December 29, 2004 and revised through February 23, 2005, prepared by Glen J. Lloyd, Professional Land Surveyor, New Jersey License No. GS37598, attached hereto and made a part hereof, as follows.

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

BEING a part or portion of the same premises which Fairfax Leary, as Trustee of the Property of the United New Jersey Railroad and Canal Company, Debtor, by Conveyance Document No. UNJ-CRC-RP-4, dated March 31, 1976 and recorded on October 10, 1979 in the Recorder's Office of Hudson County, New Jersey, in Liber 3286 at page 757&c.; and also Filed and Recorded in the Recorder's Office of the Secretary of State for the State of New Jersey on October 12, 1978, granted and conveyed unto Consolidated Rail Corporation.



SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005

Project No. 030333202

**LEGAL DESCRIPTION
LOT M, BLOCK 212
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY**

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

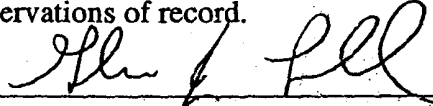
A parcel of land described herein, known and designated as Lot M, Block 212, City of Jersey City, Hudson County, New Jersey, as shown on a certain map entitled, "Boundary Survey, Lot M - Block 212, Lot 50A - Block 247, Lot 50A - Block 280, Lot 50A - Block 317.5, Lot 50A - Block 354.1, Lot 50 - Block 389.1, Lot 50 - Block 415 & Lot 18A - Block 446," prepared by Schoor DePalma, dated December 29, 2004 and revised to February 23, 2005, and being more particularly described as follows:

Beginning at the point of intersection of the westerly sideline of Marin Boulevard (60 foot wide right-of-way) and the southerly sideline of Sixth Street (60 foot wide right-of-way) and running; thence,

1. Along said westerly sideline of Marin Boulevard, south 06 degrees 22 minutes 03 seconds west, 135.12 feet; thence,
2. Along the northerly line of lands known and designated as Tax Map Lot 1, Block 212, north 77 degrees 29 minutes 57 seconds west, 322.57 feet; thence,
3. Still along said northerly line of Lot 1, north 83 degrees 44 minutes 57 seconds west, 81.33 feet to the easterly sideline of Manila Avenue (60 foot wide right-of-way); thence,
4. Along said easterly sideline of Manila Avenue, north 06 degrees 22 minutes 03 seconds east, 100.00 feet to its intersection with the aforementioned southerly sideline of Sixth Street; thence,
5. Along said southerly sideline of Sixth Street, south 83 degrees 44 minutes 57 seconds east, 402.05 feet to the point or place of beginning.

Containing 45,837 square feet more or less / 1.052 acres of land more or less as described herein.

Subject to all existing easements, rights-of-way and reservations of record.


Glen J. Lloyd, P.L.S.
N.J. Professional Land Surveyor
New Jersey License No. GS37598

n:\project\2003\0303332\02\m&bs\lot m, block 212.doc

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Philadelphia ■ Stafford ■ Voorhees ■ White Plains

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State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):

Name(s) Consolidated Rail Corporation

Current Resident Address 405 Division Street, Suite 215

City, Town, Post Office Elizabeth State NJ Zip Code 07201

PROPERTY INFORMATION (Brief Property Description):

Block(s) 212 Lot(s) 50 A (Lot M) Qualifier _____

Street Address Marin Boulevard and Sixth Street

City, Town, Post Office Jersey City State NJ Zip Code 07302

Seller's Percentage of Ownership 100% Consideration \$333,335.00 Closing Date 7/13/05

SELLER ASSURANCES (Check the Appropriate Box):

1. ☐ I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the Federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

July 13, 2005

Date

Signature Robert W. Ryan, Director Real Estate
(Seller) Please indicate if Power of Attorney or Attorney in Fact

July 13, 2005

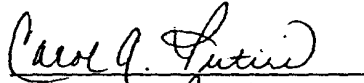
Date

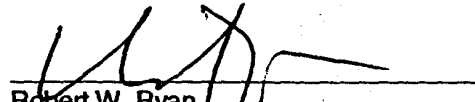
Signature Consolidated Rail Corporation
(Seller) Please indicate if Power of Attorney or Attorney in Fact

by its Director-Real Estate duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Corporate Secretary, the day and year first above written.

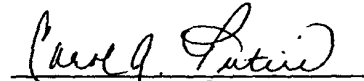
SEALED and
DELIVERED in the
presence of us:

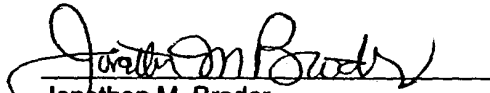
CONSOLIDATED RAIL CORPORATION
By:


CAROL A. PUTIRI


Robert W. Ryan
Director-Real Estate

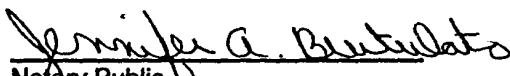
ATTEST:


CAROL A. PUTIRI


Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
) : SS
COUNTY OF Philadelphia)

BE IT REMEMBERED, that on this 12th day of July in the year Two Thousand Five (2005), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within Instrument, who I am satisfied is the person who has signed the within Instrument on behalf of said Corporation; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; that the foregoing Instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Instrument as such consideration is THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY FIVE Dollars (\$333,335).


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JENNIFER A. BURTULATO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 11, 2008

RECORD & RETURN TO:
ALAMPI & DEMARRAIS
ONE UNIVERSITY PLAZA
HUCKENBARK NJ 07601

BK:07616 PG:00009

County	State	N.P.N.R.F	Total
333.83	833.42	275.25	1976.30
General	Public	Extra	1% Tax
0.00	166.75	367.05	0.00
fee3			Date: 07/18/2005

Case 72931-B

THIS DEED, made the 12th day of July, in the year of our Lord Two Thousand Five (2005),

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, 8TH Floor, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and 247 MANILA AVENUE, L.L.C., a Limited Liability Company, having a mailing address in care of Carmine R. Alampi, Esq., One University Plaza, Suite 404, Hackensack, NJ 07601, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY THREE DOLLARS (\$333,333) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the Premises as more particularly described on Exhibit 'A', pages 1 of 3 through 3 of 3, appended hereto and made a part hereof.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, assignable and unrestricted easements and rights for any and all existing sewer, gas and water lines, poles, pipes, wires, cables, power, signal and communication lines, fiber optic lines, telecommunication lines and all their appurtenances, hereinafter referred to as "facilities", located in, on, under, over, above, beneath the surface, across or through the Premises; and together with the right to use, maintain, repair, replace, renew, rehabilitate and remove said facilities and their appurtenances.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of New Jersey now or hereafter in force with respect to the covenants set forth below:

TAX REFERENCE:
Block 247, Lot 50A

Robert W. Ryan
THIS INSTRUMENT PREPARED BY:
Robert W. Ryan
Consolidated Rail Corporation
2001 Market Street - 8th Floor
Philadelphia, PA 19103

A COPY OF THIS DEED
HAS BEEN FILED IN THE COUNTY'S OFFICE

(1.) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2.) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the Premises and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3.) A. Allocation of Specific Obligations to Remediate.

The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

(i) Grantee shall be responsible after the date of this Deed for any Remediation arising from the existence or presence of any contamination in, on or about the Premises, including without limitation, any Hazardous Substances, except as specifically provided otherwise in Subsection A(ii) below.

(ii) Grantor shall be responsible for Remediation of Hazardous Substances in, on or about the Premises, provided that such Hazardous Substances: (1) resulted from a condition created by Grantor during the time the Premises was owned by Grantor; and (2) are a violation of applicable environmental laws or regulations in effect and as interpreted on the date of this Deed. Notwithstanding the aforesaid, Grantor shall not be liable for any Remediation resulting from any condition: (a) that Grantee had knowledge of or reasonable basis to suspect as of the date of this Deed; or (b) that Grantee could have discovered its presence upon the Premises by a duly diligent examination of the Premises or public records related thereto; or (c) which Grantee has failed to immediately notify Grantor of as provided for below. Grantor's liability for any Remediation for which it is otherwise responsible hereunder shall be no greater than that resulting from the condition of the Premises existing as of the date of this Deed regardless of any increase in Remediation costs or liability created by or resulting from events occurring after the date of this Deed, including the passage of time.

(iii) If at any time after the date of this Deed, any Hazardous Substances are discovered which are or may be the responsibility of Grantor to Remediate pursuant to Subsection A(ii) above, then Grantee shall immediately notify Grantor of such Hazardous Substances, and Grantor shall have the opportunity and right to investigate, determine its responsibility therefor, determine in connection with appropriate governmental or regulatory bodies the appropriate response or remedy for such Hazardous Substances and Remediate, with its own forces or contractors and at its own expense, such Hazardous Substances to the satisfaction of appropriate regulatory bodies or to the additional extent deemed appropriate by Grantor. Grantor shall only be obligated to Remediate such Hazardous Substances to the extent that would be required for the now existing or most recent use of the Premises by Grantor, regardless of the current or proposed use of the Premises by Grantee. Grantee shall grant such rights of entry or other rights to Grantor, upon reasonable terms and without compensation, as may be necessary to allow Grantor to perform the inspections, remediation or other actions necessary to comply with this Subsection. In the event of a dispute concerning Grantor's responsibility for any Remediation hereunder, the parties shall cooperate to resolve such dispute as quickly as possible, and Grantee, unless required by valid judicial or regulatory order to take immediate action to Remediate a specific condition, shall, during the resolution of such dispute, take no actions inconsistent with Grantor's right to seek a determination from the appropriate regulatory or judicial body of the remedy required by law and to Remediate the Hazardous Substances with its own forces or contractors. Grantor shall not be liable to Grantee for any damages, costs or expenses incurred as a result of such Remediation, except that if Grantee is required by valid judicial or administrative order as provided above to take immediate action to Remediate any Hazardous Substances which are later determined

BK:07615 PG:00335

to be the responsibility of Grantor pursuant to this Subsection, Grantee shall be able to recover its actual and reasonable costs from Grantor.

B. Definition of "Hazardous Substance(s)". "Hazardous Substance(s)", as used in this Deed, shall mean any material or substance that is defined or classified as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601(14)) or Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); a "hazardous waste" pursuant to Section 1004 or 3001 of the Resource Conservation and Recovery Act (42 U.S.C. §§6903, 6921); a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act (33 U.S.C. §1317(a)(1)); a "hazardous air pollutant" under Section 112 of the Clean Air Act (42 U.S.C. §7412); or a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990 (49 U.S.C. App. §1802(4)).

C. Definition of "Remediate" and "Remediation". "Remediate" or "Remediation", as used in this Deed, shall mean, any reasonable investigation and the formulation and implementation of any remedial action, containment, cleanup, response, treatment, removal, mitigation, abatement, elimination or control of any contamination.

D. Indemnity. The party made responsible by this Section for any Remediation shall: (1) satisfy said obligations; and (2) indemnify, defend and hold the other party (and its directors, officers, employees and agents) harmless from and against any claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with said Remediation.

E. Release. As a material part of the consideration to Grantor for the conveyance of the Premises, Grantee hereby expressly and irrevocably releases and forever discharges, and by these presents does, for its successors and assigns, release and forever discharge Grantor (including, without limitation, its directors, officers, employees, and agents) from any and all actions, suits, controversies, damages (compensatory, punitive or consequential), judgments, claims and demands whatsoever, in law, or in equity, which Grantee ever had, now has, or which it or its successors and assigns hereafter can, shall or may have against Grantor, arising out of or in connection with the presence of any contamination on the Premises, including without limitation, any Hazardous Substances, except to the extent Grantor fails to comply with its obligations set forth in Subsection A(ii) above, or Grantee is entitled to recover the cost of any Remediation pursuant to Subsection A(ii). Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with Grantee's prosecution of any of its legal remedies against any third party who might have concurring or joint liability for matters for which Grantee has released Grantor pursuant to this Subsection. Each party expressly waives, to the extent it lawfully may do so: (i) the benefits of any statute that would relieve it of any obligations that it has assumed under this Section, and (ii) any defense predicated on alleged misrepresentations of fact or the nondisclosure of any fact.

(4.) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, unrestricted and assignable easements and rights for any and all existing signboards and their appurtenances located on the Premises; together with the necessary, easements and rights for any necessary electric service lines and their appurtenances needed for illuminating said signboards; and together with rights and easements to construct, use, maintain, modify, enlarge, repair, renew, replace, rehabilitate and remove said signboards; and together with the right of immediate and unimpeded ingress and egress on, over, across, and through the Premises for the purposes aforesaid; and further together with the exclusive right to sell and assign such rights and to retain any and all revenues, income, charges, considerations and fees derived therefrom.

BK:07615 PG:00336

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever of, in and to the same and every part thereof, UNDER and SUBJECT and EXCEPTING AND RESERVING as aforesaid.

TO HAVE AND TO HOLD, all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the Grantee, forever, UNDER and SUBJECT and provided as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be signed in its name and behalf

BK:07615 PG:00337

EXHIBIT A

CASE NO. 72931-B

ALL THAT CERTAIN piece or parcel of land of the Grantor, together with all of the improvements thereon, being a portion of the line of railroad known as the Penn Central Harsimus Branch and identified as Line Code 1420, situate in the City of Jersey City, County of Hudson and State of New Jersey, said parcel being identified as Block 247, Lot 50A, and which is bounded and described in accordance with a Plat of Survey, identified as Project No. 0303332, dated December 29, 2004 and revised through February 23, 2005, prepared by Glen J. Lloyd, Professional Land Surveyor, New Jersey License No. GS37598, attached hereto and made a part hereof, as follows.

BEING a part or portion of the same premises which Fairfax Leary, as Trustee of the Property of the United New Jersey Railroad and Canal Company, Debtor, by Conveyance Document No. UNJ-CRC-RP-4, dated March 31, 1976 and recorded on October 10, 1979 in the Recorder's Office of Hudson County, New Jersey, in Liber 3286 at page 757&c.; and also Filed and Recorded in the Recorder's Office of the Secretary of State for the State of New Jersey on October 12, 1978, granted and conveyed unto Consolidated Rail Corporation.

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE



SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005

Project No. 030333202

LEGAL DESCRIPTION
LOT 50A, BLOCK 247
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

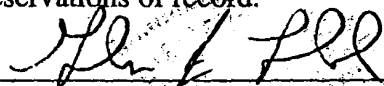
A parcel of land described herein, known and designated as Lot 50A, Block 247, City of Jersey City, Hudson County, New Jersey, as shown on a certain map entitled, "Boundary Survey, Lot M - Block 212, Lot 50A - Block 247, Lot 50A - Block 280, Lot 50A - Block 317.5, Lot 50A - Block 354.1, Lot 50 - Block 389.1, Lot 50 - Block 415 & Lot 18A - Block 446," prepared by Schoor DePalma, dated December 29, 2004 and revised to February 23, 2005, and being more particularly described as follows:

Beginning at the point of intersection of the westerly sideline of Manila Avenue (60 foot wide right-of-way) and the southerly sideline of Sixth Street (60 foot wide right-of-way) and running; thence,

1. Along said westerly sideline of Manila Avenue, south 06 degrees 22 minutes 03 seconds west, 100.00 feet; thence,
2. North 83 degrees 44 minutes 57 seconds west, 401.11 feet to the easterly sideline of Erie Street (60 foot wide right-of-way); thence,
3. Along said easterly sideline of Erie Street, north 06 degrees 22 minutes 03 seconds east, 100.00 feet a point of intersection with the aforementioned southerly sideline of Sixth Street; thence,
4. Along said southerly sideline of Sixth Street, south 83 degrees 44 minutes 57 seconds east, 401.11 feet to the point or place of beginning.

Containing 40,111 square feet more or less / 0.921 acres of land more or less as described herein.

Subject to all existing easements, rights-of-way and reservations of record.


Glen J. Lloyd, P.L.S.
N.J. Professional Land Surveyor
New Jersey License No. GS37598

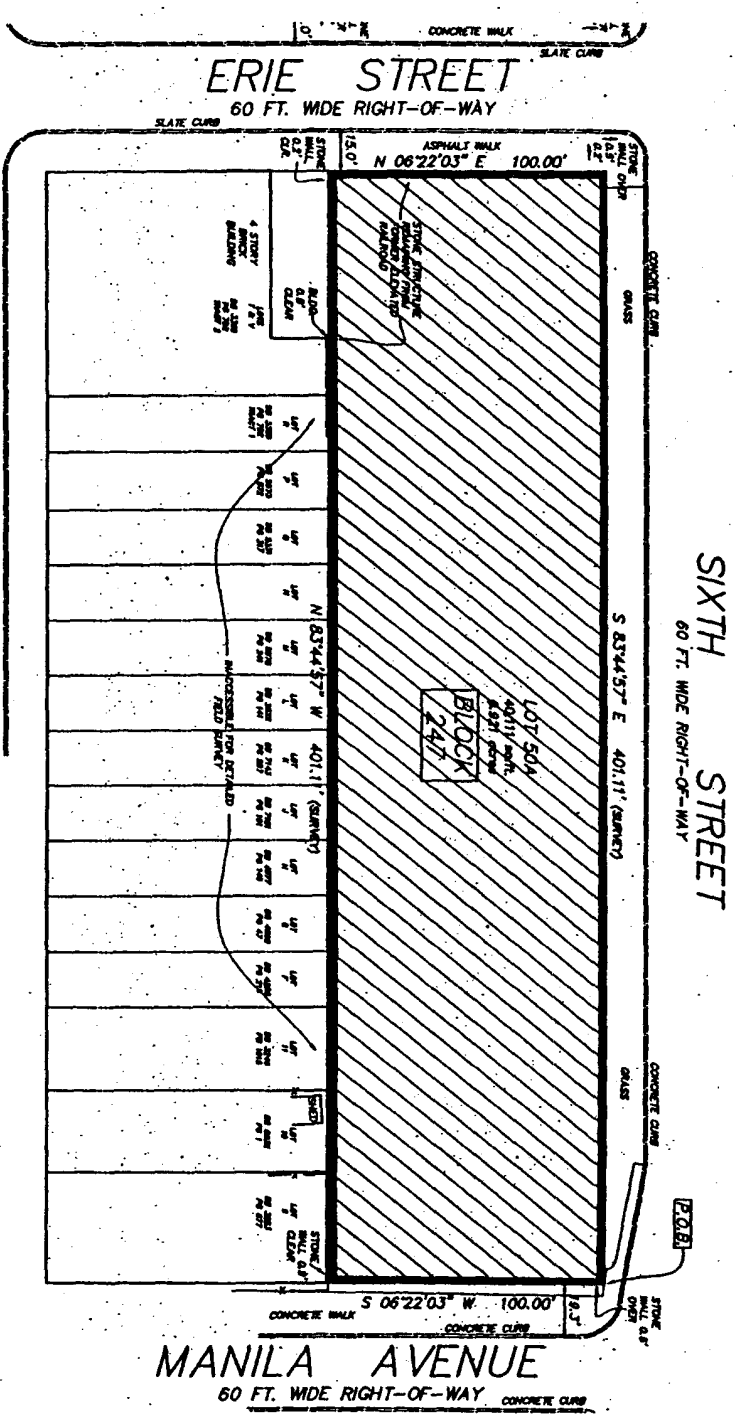
n:\project\2003\0303332\02\m&bs\lot 50a, block 247.doc

BK:07615 PG:00339

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Philadelphia ■ Stafford ■ Voorhees ■ White Plains
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EXHIBIT "A", Page 2 of 3



FIFTH STREET
60 FT. WIDE RIGHT-OF-WAY

EXHIBIT "A", Page 3 of 3

BK:07615 PG:00340

[illegible][illegible]

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):

Name(s) Consolidated Rail Corporation

Current Resident Address 405 Division Street, Suite 215

City, Town, Post Office Elizabeth State NJ Zip Code 07201

PROPERTY INFORMATION (Brief Property Description):

Block(s) 247 Lot(s) 50 A Qualifier _____

Street Address Manila Avenue and Sixth Street

City, Town, Post Office Jersey City State NJ Zip Code 07302

Seller's Percentage of Ownership 100% Consideration \$333,333.00 Closing Date 7/13/05

SELLER ASSURANCES (Check the Appropriate Box):

1. ☐ I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the Federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

July 13, 2005

Date

Signature Robert W. Ryan, Director Real Estate
(Seller) Please indicate if Power of Attorney or Attorney in Fact

July 13, 2005

Date

Signature Consolidated Rail Corporation
(Seller) Please indicate if Power of Attorney or Attorney in Fact

1647 - Seller's Residency Certification/Exemption

GIT/REP-3

Rev. 11/04 P1/05

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BK:07615 PG:00341

by its Director-Real Estate duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Corporate Secretary, the day and year first above written.

SEALED and
DELIVERED in the
presence of us:

CONSOLIDATED RAIL CORPORATION
By:

Carol A. Potiri
CAROL A. POTIRI

Robert W. Ryan
Robert W. Ryan
Director-Real Estate

ATTEST:

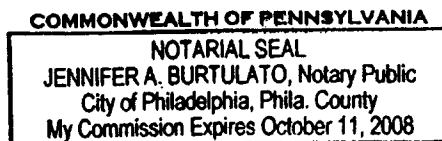
Carol A. Potiri
CAROL A. POTIRI

Jonathan M. Broder
Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) : SS

BE IT REMEMBERED, that on this 12th day of July in the year Two Thousand Five (2005), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within Instrument, who I am satisfied is the person who has signed the within Instrument on behalf of said Corporation; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; that the foregoing Instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Instrument as such consideration is THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY THREE Dollars (\$333,333).

Jennifer A. Burtulato
Notary Public



RECORD & RETURN TO:
ALAMPI & DEMARRAIS
ONE UNIVERSITY PLAZA
HACKENSACK NJ 07601

BK:07615 PG:00342

Consideration : \$333333.00 Exempt Code: S

County	State	N.P.N.R.F	Total
333.83	833.42	275.25	1976.30
General	Public	Extra	1% Tax
0.00	166.75	367.05	0.00

Date: 07/18/2005

QUITCLAIM DEED (NJ)

Case 72931-C

THIS DEED, made the 12th day of July, in the year of our Lord Two Thousand Five (2005),

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, 8TH Floor, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and 280 ERIE STREET, L.L.C., a Limited Liability Company of the State of New Jersey, having a mailing address in care of Carmine R. Alampi, Esq., One University Plaza, Suite 404, Hackensack, NJ 07601, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY THREE DOLLARS (\$333,333) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the Premises as more particularly described on Exhibit 'A', pages 1 of 3 through 3 of 3, appended hereto and made a part hereof.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, assignable and unrestricted easements and rights for any and all existing sewer, gas and water lines, poles, pipes, wires, cables, power, signal and communication lines, fiber optic lines, telecommunication lines and all their appurtenances, hereinafter referred to as "facilities", located in, on, under, over, above, beneath the surface, across or through the Premises; and together with the right to use, maintain, repair, replace, renew, rehabilitate and remove said facilities and their appurtenances.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of New Jersey now or hereafter in force with respect to the covenants set forth below:

TAX REFERENCE:

Block 280 Lot 50A and Lot B-1

THIS INSTRUMENT PREPARED BY:

Robert W. Ryan
Consolidated Rail Corporation
2001 Market Street - 8th Floor
Philadelphia, PA 19103

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

BK:07615 PG:00325

(1.) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2.) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the Premises and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3.) A. Allocation of Specific Obligations to Remediate.

The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

(i) Grantee shall be responsible after the date of this Deed for any Remediation arising from the existence or presence of any contamination in, on or about the Premises, including without limitation, any Hazardous Substances, except as specifically provided otherwise in Subsection A(ii) below.

(ii) Grantor shall be responsible for Remediation of Hazardous Substances in, on or about the Premises, provided that such Hazardous Substances: (1) resulted from a condition created by Grantor during the time the Premises was owned by Grantor; and (2) are a violation of applicable environmental laws or regulations in effect and as interpreted on the date of this Deed. Notwithstanding the aforesaid, Grantor shall not be liable for any Remediation resulting from any condition: (a) that Grantee had knowledge of or reasonable basis to suspect as of the date of this Deed; or (b) that Grantee could have discovered its presence upon the Premises by a duly diligent examination of the Premises or public records related thereto; or (c) which Grantee has failed to immediately notify Grantor of as provided for below. Grantor's liability for any Remediation for which it is otherwise responsible hereunder shall be no greater than that resulting from the condition of the Premises existing as of the date of this Deed regardless of any increase in Remediation costs or liability created by or resulting from events occurring after the date of this Deed, including the passage of time.

(iii) If at any time after the date of this Deed, any Hazardous Substances are discovered which are or may be the responsibility of Grantor to Remediate pursuant to Subsection A(ii) above, then Grantee shall immediately notify Grantor of such Hazardous Substances, and Grantor shall have the opportunity and right to investigate, determine its responsibility therefor, determine in connection with appropriate governmental or regulatory bodies the appropriate response or remedy for such Hazardous Substances and Remediate, with its own forces or contractors and at its own expense, such Hazardous Substances to the satisfaction of appropriate regulatory bodies or to the additional extent deemed appropriate by Grantor. Grantor shall only be obligated to Remediate such Hazardous Substances to the extent that would be required for the now existing or most recent use of the Premises by Grantor, regardless of the current or proposed use of the Premises by Grantee. Grantee shall grant such rights of entry or other rights to Grantor, upon reasonable terms and without compensation, as may be necessary to allow Grantor to perform the inspections, remediation or other actions necessary to comply with this Subsection. In the event of a dispute concerning Grantor's responsibility for any Remediation hereunder, the parties shall cooperate to resolve such dispute as quickly as possible, and Grantee, unless required by valid judicial or regulatory order to take immediate action to Remediate a specific condition, shall, during the resolution of such dispute, take no actions inconsistent with Grantor's right to seek a determination from the appropriate regulatory or judicial body of the remedy required by law and to Remediate the Hazardous Substances with its own forces or contractors. Grantor shall not be liable to Grantee for any damages, costs or expenses incurred as a result of such Remediation, except that if Grantee is required by valid judicial or administrative order as provided above to take immediate action to Remediate any Hazardous Substances which are later determined

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to be the responsibility of Grantor pursuant to this Subsection, Grantee shall be able to recover its actual and reasonable costs from Grantor.

B. Definition of "Hazardous Substance(s)". "Hazardous Substance(s)", as used in this Deed, shall mean any material or substance that is defined or classified as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601(14)) or Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); a "hazardous waste" pursuant to Section 1004 or 3001 of the Resource Conservation and Recovery Act (42 U.S.C. §§6903, 6921); a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act (33 U.S.C. §1317(a)(1)); a "hazardous air pollutant" under Section 112 of the Clean Air Act (42 U.S.C. §7412); or a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990 (49 U.S.C. App. §1802(4)).

C. Definition of "Remediate" and "Remediation". "Remediate" or "Remediation", as used in this Deed, shall mean, any reasonable investigation and the formulation and implementation of any remedial action, containment, cleanup, response, treatment, removal, mitigation, abatement, elimination or control of any contamination.

D. Indemnity. The party made responsible by this Section for any Remediation shall: (1) satisfy said obligations; and (2) indemnify, defend and hold the other party (and its directors, officers, employees and agents) harmless from and against any claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with said Remediation.

E. Release. As a material part of the consideration to Grantor for the conveyance of the Premises, Grantee hereby expressly and irrevocably releases and forever discharges, and by these presents does, for its successors and assigns, release and forever discharge Grantor (including, without limitation, its directors, officers, employees, and agents) from any and all actions, suits, controversies, damages (compensatory, punitive or consequential), judgments, claims and demands whatsoever, in law, or in equity, which Grantee ever had, now has, or which it or its successors and assigns hereafter can, shall or may have against Grantor, arising out of or in connection with the presence of any contamination on the Premises, including without limitation, any Hazardous Substances, except to the extent Grantor fails to comply with its obligations set forth in Subsection A(ii) above, or Grantee is entitled to recover the cost of any Remediation pursuant to Subsection A(ii). Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with Grantee's prosecution of any of its legal remedies against any third party who might have concurring or joint liability for matters for which Grantee has released Grantor pursuant to this Subsection. Each party expressly waives, to the extent it lawfully may do so: (i) the benefits of any statute that would relieve it of any obligations that it has assumed under this Section, and (ii) any defense predicated on alleged misrepresentations of fact or the nondisclosure of any fact.

(4.) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, unrestricted and assignable easements and rights for any and all existing signboards and their appurtenances located on the Premises; together with the necessary; easements and rights for any necessary electric service lines and their appurtenances needed for illuminating said signboards; and together with rights and easements to construct, use, maintain, modify, enlarge, repair, renew, replace, rehabilitate and remove said signboards; and together with the right of immediate and unimpeded ingress and egress on, over, across, and through the Premises for the purposes aforesaid; and further together with the exclusive right to sell and assign such rights and to retain any and all revenues, income, charges, considerations and fees derived therefrom.

BK:07615 PG:00327

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever of, in and to the same and every part thereof, UNDER and SUBJECT and EXCEPTING AND RESERVING as aforesaid.

TO HAVE AND TO HOLD, all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the Grantee, forever, UNDER and SUBJECT and provided as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be signed in its name and behalf

BK:07615 PG:00328

EXHIBIT A

CASE NO. 72931-C

COPIES OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

ALL THAT CERTAIN piece or parcel of land of the Grantor, together with all of the improvements thereon, being a portion of the line of railroad known as the Penn Central Harsimus Branch and identified as Line Code 1420, situate in the City of Jersey City, County of Hudson and State of New Jersey, said parcel being identified as Block 280, Lot 50A and Lot B-1, and which is bounded and described in accordance with a Plat of Survey, identified as Project No. 0303332, dated December 29, 2004 and revised through February 23, 2005, prepared by Glen J. Lloyd, Professional Land Surveyor, New Jersey License No. GS37598, attached hereto and made a part hereof, as follows.

BEING a part or portion of the same premises which Fairfax Leary, as Trustee of the Property of the United New Jersey Railroad and Canal Company, Debtor, by Conveyance Document No. UNJ-CRC-RP-4, dated March 31, 1976 and recorded on October 10, 1979 in the Recorder's Office of Hudson County, New Jersey, in Liber 3286 at page 757&c.; and also Filed and Recorded in the Recorder's Office of the Secretary of State for the State of New Jersey on October 12, 1978, granted and conveyed unto Consolidated Rail Corporation.



SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005
Revised July 11, 2005

Project No. 030333202

LEGAL DESCRIPTION
LOT 50A AND LOT B-1, BLOCK 280
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

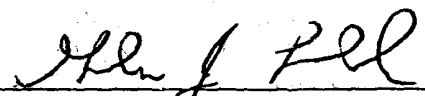
A parcel of land described herein, known and designated as Lot 50A and Lot B-1, Block 280, City of Jersey City, Hudson County, New Jersey, as shown on a certain map entitled, "Boundary Survey, Lot M - Block 212, Lot 50A - Block 247, Lot 50A - Block 280, Lot 50A - Block 317.5, Lot 50A - Block 354.1, Lot 50 - Block 389.1, Lot 50 - Block 415 & Lot 18A - Block 446," prepared by Schoor DePalma, dated December 29, 2004 and revised to February 23, 2005, and being more particularly described as follows:

Beginning at the point of intersection of the westerly sideline of Erie Street (60 foot wide right-of-way) and the southerly sideline of Sixth Street (60 foot wide right-of-way) and running; thence,

1. Along said westerly sideline of Erie Street, south 06 degrees 22 minutes 03 seconds west, 100.00 feet; thence,
2. North 83 degrees 44 minutes 57 seconds west, 320.22 feet; thence,
3. South 06 degrees 22 minutes 03 seconds west, 16.67 feet; thence,
4. North 83 degrees 44 minutes 57 seconds west, 80.00 feet to the easterly sideline of Jersey Avenue (80 ft. wide right-of-way); thence,
5. Along said easterly sideline of Jersey Avenue, north 06 degrees 22 minutes 03 seconds east, 116.67 feet to a point of intersection with the aforementioned southerly sideline of Sixth Street; thence,
6. Along said southerly sideline of Sixth Street, south 83 degrees 44 minutes 57 seconds east, 400.22 feet to the point or place of beginning.

Containing 41,356 square feet more or less / 0.949 acres of land more or less as described herein.

Subject to all existing easements, rights-of-way and reservations of record.


Glen J. Lloyd, P.L.S.
N.J. Professional Land Surveyor
New Jersey License No. GS37598

n:\project\2003\0303332\02\m&bs\lot 50a, block 280.doc

EXHIBIT "A", Page 2 of 3

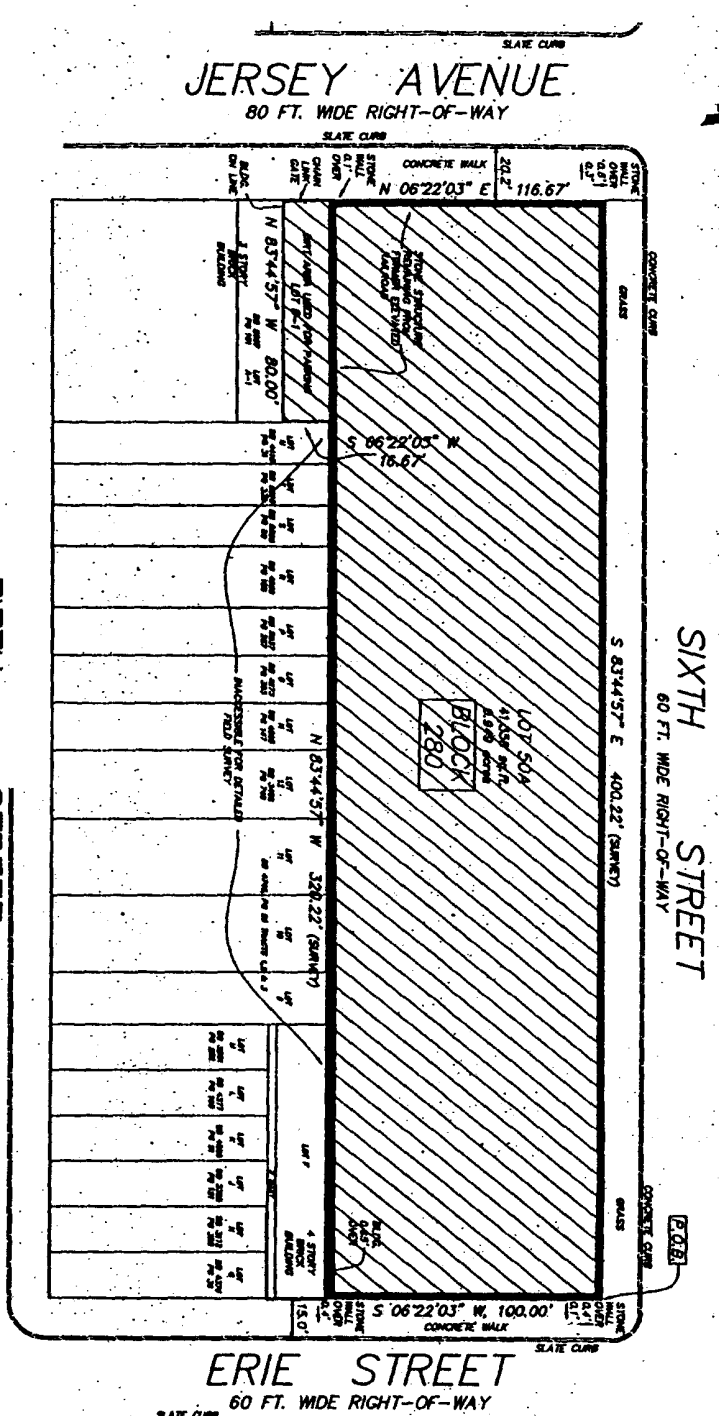
Your bottom line results partner. •

20 Waterview Boulevard, PO Box 5245, Parsippany, NJ 07054-6245 Tel: 973.299.7970 Fax: 973.334.5588
Manalapan ■ Brick ■ Clinton ■ Egg Harbor ■ Exton ■ Falls ■ Kutztown ■ Parsippany
Philadelphia ■ Stafford ■ Voorhees ■ White Plains

www.schoordepalma.com

PG:00330

THIS DEED HAS BEEN SENT TO ASSESSOR'S OFFICE



FIFTH STREET
60 FT. WIDE RIGHT-OF-WAY

SIXTH STREET
60 FT. WIDE RIGHT-OF-WAY

ERIE STREET
60 FT. WIDE RIGHT-OF-WAY

NOTICE: The purpose of this survey is to show the location and extent of the property described in the deed. The survey is based on the best of my knowledge and belief, and I am not responsible for the accuracy of the survey. The survey is subject to the approval of the Board of Assessment and the Board of Taxation.	
PROFESSIONAL LAND SURVEYOR, N.J. Lic. No. 027998	
GLEN J. LLOYD	
1001 200	
SCHOOR DEPALMA Engineers and Consultants 2001 200	
BOUNDARY SURVEY LOTS 80-A & B-1 - BLOCK 280 PROPERTY OF CONAL CORPORATION HADDON COUNTY, NEW JERSEY	
Case No. 72931C FILENAME: 14200013B	
12/29/04	
1	

EXHIBIT "A", Page 3 of 3

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):

Name(s) Consolidated Rail Corporation

Current Resident Address 405 Division Street, Suite 215

City, Town, Post Office Elizabeth State NJ Zip Code 07201

PROPERTY INFORMATION (Brief Property Description):

Block(s) 280 Lot(s) B.1 and 50 A Qualifier _____

Street Address Erie Street and Sixth Street

City, Town, Post Office Jersey City State NJ Zip Code 07302

Seller's Percentage of Ownership 100% Consideration \$333,333.00 Closing Date 7/13/05

SELLER ASSURANCES (Check the Appropriate Box):

1. ☐ I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the Federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

July 13, 2005

Date

Robert W. Ryan, Director Real Estate
(Seller) Please indicate if Power of Attorney or Attorney in Fact

July 13, 2005

Date

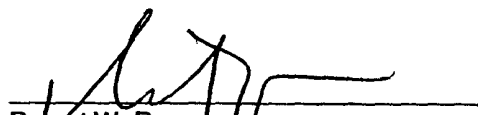
Consolidated Rail Corporation
(Seller) Please indicate if Power of Attorney or Attorney in Fact

by its Director-Real Estate duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Corporate Secretary, the day and year first above written.

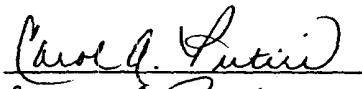
SEALED and
DELIVERED in the
presence of us:

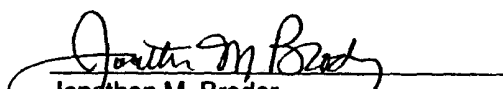
CONSOLIDATED RAIL CORPORATION
By:


CAROL A. PUTIRI


Robert W. Ryan
Director-Real Estate

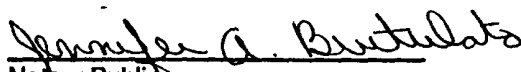
ATTEST:

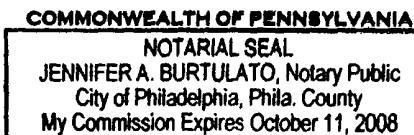

CAROL A. PUTIRI


Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) : SS

BE IT REMEMBERED, that on this 10th day of July in the year Two Thousand Five (2005), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within Instrument, who I am satisfied is the person who has signed the within Instrument on behalf of said Corporation; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; that the foregoing Instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Instrument as such consideration is THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY THREE Dollars (\$333,333).


Notary Public



RECORD & RETURN TO:
ALAN & DEMARIS
ONE UNIVERSITY PLAZA
HACKENSACK NJ 07601

BK:07615 PG:00333

Consideration : \$333333.00 Exempt Code: S

County	State	N.P.N.R.F	Total
333.83	833.42	275.25	1976.30
General	Public	Extra	1% Tax
0.00	166.75	367.05	0.00

QUITCLAIM DEED (NJ)

72931-D

THIS DEED, made the 12th day of July, in the year of our Lord Two Thousand Five

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, 8TH Floor, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and 317 JERSEY AVENUE, L.L.C., a Limited Liability Company of the State of New Jersey, having a mailing address in care of Carmine R. Alampi, Esq., One University Plaza, Suite 404, Hackensack, NJ 07601, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY THREE DOLLARS (\$333,333) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the Premises as more particularly described on Exhibit 'A', pages 1 of 3 through 3 of 3, appended hereto and made a part hereof.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, assignable and unrestricted easements and rights for any and all existing sewer, gas and water lines, poles, pipes, wires, cables, power, signal and communication lines, fiber optic lines, telecommunication lines and all their appurtenances, hereinafter referred to as "facilities", located in, on, under, over, above, beneath the surface, across or through the Premises; and together with the right to use, maintain, repair, replace, renew, rehabilitate and remove said facilities and their appurtenances.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of New Jersey now or hereafter in force with respect to the covenants set forth below:

TAX REFERENCE:
Block 317.5, Lot 50-A

Robert W. Ryan
THIS INSTRUMENT PREPARED BY:
Robert W. Ryan
Consolidated Rail Corporation
2001 Market Street - 8th Floor
Philadelphia, PA 19103

BK:07615 PG:00316

(1.) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2.) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the Premises and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3.) A. Allocation of Specific Obligations to Remediate.

The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

(i) Grantee shall be responsible after the date of this Deed for any Remediation arising from the existence or presence of any contamination in, on or about the Premises, including without limitation, any Hazardous Substances, except as specifically provided otherwise in Subsection A(ii) below.

(ii) Grantor shall be responsible for Remediation of Hazardous Substances in, on or about the Premises, provided that such Hazardous Substances: (1) resulted from a condition created by Grantor during the time the Premises was owned by Grantor; and (2) are a violation of applicable environmental laws or regulations in effect and as interpreted on the date of this Deed. Notwithstanding the aforesaid, Grantor shall not be liable for any Remediation resulting from any condition: (a) that Grantee had knowledge of or reasonable basis to suspect as of the date of this Deed; or (b) that Grantee could have discovered its presence upon the Premises by a duly diligent examination of the Premises or public records related thereto; or (c) which Grantee has failed to immediately notify Grantor of as provided for below. Grantor's liability for any Remediation for which it is otherwise responsible hereunder shall be no greater than that resulting from the condition of the Premises existing as of the date of this Deed regardless of any increase in Remediation costs or liability created by or resulting from events occurring after the date of this Deed, including the passage of time.

(iii) If at any time after the date of this Deed, any Hazardous Substances are discovered which are or may be the responsibility of Grantor to Remediate pursuant to Subsection A(ii) above, then Grantee shall immediately notify Grantor of such Hazardous Substances, and Grantor shall have the opportunity and right to investigate, determine its responsibility therefor, determine in connection with appropriate governmental or regulatory bodies the appropriate response or remedy for such Hazardous Substances and Remediate, with its own forces or contractors and at its own expense, such Hazardous Substances to the satisfaction of appropriate regulatory bodies or to the additional extent deemed appropriate by Grantor. Grantor shall only be obligated to Remediate such Hazardous Substances to the extent that would be required for the now existing or most recent use of the Premises by Grantor, regardless of the current or proposed use of the Premises by Grantee. Grantee shall grant such rights of entry or other rights to Grantor, upon reasonable terms and without compensation, as may be necessary to allow Grantor to perform the inspections, remediation or other actions necessary to comply with this Subsection. In the event of a dispute concerning Grantor's responsibility for any Remediation hereunder, the parties shall cooperate to resolve such dispute as quickly as possible, and Grantee, unless required by valid judicial or regulatory order to take immediate action to Remediate a specific condition, shall, during the resolution of such dispute, take no actions inconsistent with Grantor's right to seek a determination from the appropriate regulatory or judicial body of the remedy required by law and to Remediate the Hazardous Substances with its own forces or contractors. Grantor shall not be liable to Grantee for any damages, costs or expenses incurred as a result of such Remediation, except that if Grantee is required by valid judicial or administrative order as provided

above to take immediate action to Remediate any Hazardous Substances which are later determined to be the responsibility of Grantor pursuant to this Subsection, Grantee shall be able to recover its actual and reasonable costs from Grantor.

B. Definition of "Hazardous Substance(s)". "Hazardous Substance(s)", as used in this Deed, shall mean any material or substance that is defined or classified as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601(14)) or Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); a "hazardous waste" pursuant to Section 1004 or 3001 of the Resource Conservation and Recovery Act (42 U.S.C. §§6903, 6921); a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act (33 U.S.C. §1317(a)(1)); a "hazardous air pollutant" under Section 112 of the Clean Air Act (42 U.S.C. §7412); or a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990 (49 U.S.C. App. §1802(4)).

C. Definition of "Remediate" and "Remediation". "Remediate" or "Remediation", as used in this Deed, shall mean, any reasonable investigation and the formulation and implementation of any remedial action, containment, cleanup, response, treatment, removal, mitigation, abatement, elimination or control of any contamination.

D. Indemnity. The party made responsible by this Section for any Remediation shall: (1) satisfy said obligations; and (2) indemnify, defend and hold the other party (and its directors, officers, employees and agents) harmless from and against any claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with said Remediation.

E. Release. As a material part of the consideration to Grantor for the conveyance of the Premises, Grantee hereby expressly and irrevocably releases and forever discharges, and by these presents does, for its successors and assigns, release and forever discharge Grantor (including, without limitation, its directors, officers, employees, and agents) from any and all actions, suits, controversies, damages (compensatory, punitive or consequential), judgments, claims and demands whatsoever, in law, or in equity, which Grantee ever had, now has, or which it or its successors and assigns hereafter can, shall or may have against Grantor, arising out of or in connection with the presence of any contamination on the Premises, including without limitation, any Hazardous Substances, except to the extent Grantor fails to comply with its obligations set forth in Subsection A(ii) above, or Grantee is entitled to recover the cost of any Remediation pursuant to Subsection A(ii). Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with Grantee's prosecution of any of its legal remedies against any third party who might have concurring or joint liability for matters for which Grantee has released Grantor pursuant to this Subsection. Each party expressly waives, to the extent it lawfully may do so: (i) the benefits of any statute that would relieve it of any obligations that it has assumed under this Section, and (ii) any defense predicated on alleged misrepresentations of fact or the nondisclosure of any fact.

(4.) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, unrestricted and assignable easements and rights for any and all existing signboards and their appurtenances located on the Premises; together with the necessary easements and rights for any necessary electric service lines and their appurtenances needed for illuminating said signboards; and together with rights and easements to construct, use, maintain, modify, enlarge, repair, renew, replace, rehabilitate and remove said signboards; and together with the right of immediate and unimpeded ingress and egress on, over, across, and through the Premises for

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the purposes aforesaid; and further together with the exclusive right to sell and assign such rights and to retain any and all revenues, income, charges, considerations and fees derived therefrom.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever of, in and to the same and every part thereof, UNDER and SUBJECT and EXCEPTING AND RESERVING as aforesaid.

TO HAVE AND TO HOLD, all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the Grantee, forever, UNDER and SUBJECT and provided as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be signed in its name and behalf

BK:07615 PG:00319

EXHIBIT A

CASE NO. 72931-D

ALL THAT CERTAIN piece or parcel of land of the Grantor, together with all of the improvements thereon, being a portion of the line of railroad known as the Penn Central Harsimus Branch and identified as Line Code 1420, situate in the City of Jersey City, County of Hudson and State of New Jersey, said parcel being identified as Block 317.5, Lot 50A, and which is bounded and described in accordance with a Plat of Survey, identified as Project No. 0303332, dated December 29, 2004 and revised through February 23, 2005, prepared by Glen J. Lloyd, Professional Land Surveyor, New Jersey License No. GS37598, attached hereto and made a part hereof, as follows.

BEING a part or portion of the same premises which Fairfax Leary, as Trustee of the Property of the United New Jersey Railroad and Canal Company, Debtor, by Conveyance Document No. UNJ-CRC-RP-4, dated March 31, 1976 and recorded on October 10, 1979 in the Recorder's Office of Hudson County, New Jersey, in Liber 3286 at page 757&c.; and also Filed and Recorded in the Recorder's Office of the Secretary of State for the State of New Jersey on October 12, 1978, granted and conveyed unto Consolidated Rail Corporation.

A COPY OF THIS DEED
HAS BEEN FILED IN THE
ASSessor's OFFICE



SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005

Project No. 030333202

LEGAL DESCRIPTION
LOT 50A, BLOCK 317.5
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

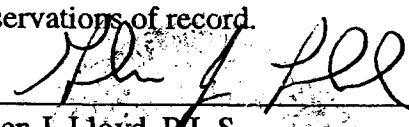
A parcel of land described herein, known and designated as Lot 50, Block 317.5, City of Jersey City, Hudson County, New Jersey, as shown on a certain map entitled, "Boundary Survey, Lot M - Block 212, Lot 50A - Block 247, Lot 50A - Block 280, Lot 50A - Block 317.5, Lot 50A - Block 354.1, Lot 50 - Block 389.1, Lot 50 - Block 415 & Lot 18A - Block 446," prepared by Schoor DePalma, dated December 29, 2004 and revised to February 23, 2005, and being more particularly described as follows:

Beginning at the point of intersection of the westerly sideline of Jersey Avenue (80 foot wide right-of-way) and the southerly sideline of Sixth Street (60 foot wide right-of-way) and running; thence,

1. Along said westerly sideline of Jersey Avenue, south 06 degrees 22 minutes 03 seconds west, 100.00 feet to the centerline of a 10 foot wide alley; thence,
2. Along said centerline, north 83 degrees 44 minutes 57 seconds west, 401.30 feet to the easterly sideline of Coles Street (60 foot wide right-of-way); thence,
3. Along said easterly sideline of Coles Street, north 06 degrees 22 minutes 03 seconds east, 100.00 feet to a point of intersection with the aforementioned southerly sideline of Sixth Street; thence,
4. Along said southerly sideline of Sixth Street, south 83 degrees 44 minutes 57 seconds east, 401.30 feet to the point or place of beginning.

Containing 40,130 square feet more or less / 0.921 acres of land more or less as described herein.

Subject to all existing easements, rights-of-way and reservations of record.


Glen J. Lloyd, P.L.S.
N.J. Professional Land Surveyor
New Jersey License No. GS37598

n:\project\2003\0303332\02\m&bs\lot 50a, block 317.5.doc

BK=07615 PG=00321

Your bottom line results partner. •

20 Waterview Boulevard, PO Box 5245, Parsippany, NJ 07054-6245 Tel: 973.299.7970 Fax: 973.334.5588
Manalapan ■ Brick ■ Clinton ■ Egg Harbor ■ Exton ■ Falls ■ Kulpsville ■ Parsippany
Philadelphia ■ Stafford ■ Voorhees ■ White Plains
www.schoordepalma.com

EXHIBIT "A", Page 2 of 3

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):

Name(s) Consolidated Rail Corporation

Current Resident Address 405 Division Street, Suite 215

City, Town, Post Office Elizabeth State NJ Zip Code 07201

PROPERTY INFORMATION (Brief Property Description):

Block(s) 317.5 Lot(s) 50 A Qualifier _____

Street Address Jersey Avenue and Sixth Street

City, Town, Post Office Jersey City State NJ Zip Code 07302

Seller's Percentage of Ownership 100% Consideration \$333,333.00 Closing Date 7/13/05

SELLER ASSURANCES (Check the Appropriate Box):

1. ☐ I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the Federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

July 13, 2005

Date

Signature Robert W. Ryan, Director Real Estate
(Seller) Please indicate if Power of Attorney or Attorney in Fact

July 13, 2005

Date

Signature Consolidated Rail Corporation
(Seller) Please indicate if Power of Attorney or Attorney in Fact

PC323

by its Director-Real Estate duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Corporate Secretary, the day and year first above written.

SEALED and
DELIVERED in the
presence of us:

CONSOLIDATED RAIL CORPORATION
By:

Carol A. Potiri
CAROL A. POTIRI

Robert W. Ryan
Robert W. Ryan
Director-Real Estate

ATTEST:

Carol A. Potiri
CAROL A. POTIRI

Jonathan M. Broder
Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Philadelphia) : SS)

BE IT REMEMBERED, that on this 12th day of July in the year Two Thousand Five (2005), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within Instrument, who I am satisfied is the person who has signed the within Instrument on behalf of said Corporation; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; that the foregoing Instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Instrument as such consideration is THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY THREE Dollars (\$333,333).

Jennifer A. Burtulato
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JENNIFER A. BURTULATO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 11, 2008

RECORD & RETURN TO
ALANAI & DEMARRAIS
ONE UNIVERSITY PLAZA
HACKENSACK NJ 07601

BK:07615 PG:00324

Consideration : \$333333.00 Exempt Code: S

County	State	H.P.N.R.F	Total
333.83	833.42	275.25	1976.30
General	Public	Extra	1% Tax
0.00	166.75	367.05	0.00

QUITCLAIM DEED (NJ)

THIS DEED, made the 12th day of July, in the year of our Lord Two Thousand Five

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, 8TH Floor, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and **354 COLE STREET, L.L.C.**, a Limited Liability Company of the State of New Jersey, having a mailing address in care of Carmine R. Alampi, Esq., One University Plaza, Suite 404, Hackensack, NJ 07601, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY THREE DOLLARS (\$333,333) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the Premises as more particularly described on Exhibit 'A', pages 1 of 3 through 3 of 3, appended hereto and made a part hereof.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, assignable and unrestricted easements and rights for any and all existing sewer, gas and water lines, poles, pipes, wires, cables, power, signal and communication lines, fiber optic lines, telecommunication lines and all their appurtenances, hereinafter referred to as "facilities", located in, on, under, over, above, beneath the surface, across or through the Premises; and together with the right to use, maintain, repair, replace, renew, rehabilitate and remove said facilities and their appurtenances.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of New Jersey now or hereafter in force with respect to the covenants set forth below:

TAX REFERENCE:
Block 354.1, Lot 50-A

Robert W. Ryan
THIS INSTRUMENT PREPARED BY:
Robert W. Ryan
Consolidated Rail Corporation
2001 Market Street - 8th Floor
Philadelphia, PA 19103

3
A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

BK:07615 PG:00307

(2.) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the Premises and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

(ii) Grantor shall be responsible for Remediation of Hazardous Substances in, on or about the Premises, provided that such Hazardous Substances: (1) resulted from a condition created by Grantor during the time the Premises was owned by Grantor; and (2) are a violation of applicable environmental laws or regulations in effect and as interpreted on the date of this Deed. Notwithstanding the aforesaid, Grantor shall not be liable for any Remediation resulting from any condition: (a) that Grantee had knowledge of or reasonable basis to suspect as of the date of this Deed; or (b) that Grantee could have discovered its presence upon the Premises by a duly diligent examination of the Premises or public records related thereto; or (c) which Grantee has failed to immediately notify Grantor of as provided for below. Grantor's liability for any Remediation for which it is otherwise responsible hereunder shall be no greater than that resulting from the condition of the Premises existing as of the date of this Deed regardless of any increase in Remediation costs or liability created by or resulting from events occurring after the date of this Deed, including the passage of time.

Abstracts=Substantives which are labeled as such

to be the responsibility of Grantor pursuant to this Subsection, Grantee shall be able to recover its actual and reasonable costs from Grantor.

B. Definition of "Hazardous Substance(s)". "Hazardous Substance(s)", as used in this Deed, shall mean any material or substance that is defined or classified as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601(14)) or Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); a "hazardous waste" pursuant to Section 1004 or 3001 of the Resource Conservation and Recovery Act (42 U.S.C. §§6903, 6921); a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act (33 U.S.C. §1317(a)(1)); a "hazardous air pollutant" under Section 112 of the Clean Air Act (42 U.S.C. §7412); or a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990 (49 U.S.C. App. §1802(4)).

C. Definition of "Remediate" and "Remediation". "Remediate" or "Remediation", as used in this Deed, shall mean, any reasonable investigation and the formulation and implementation of any remedial action, containment, cleanup, response, treatment, removal, mitigation, abatement, elimination or control of any contamination.

D. Indemnity. The party made responsible by this Section for any Remediation shall: (1) satisfy said obligations; and (2) indemnify, defend and hold the other party (and its directors, officers, employees and agents) harmless from and against any claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with said Remediation.

E. Release. As a material part of the consideration to Grantor for the conveyance of the Premises, Grantee hereby expressly and irrevocably releases and forever discharges, and by these presents does, for its successors and assigns, release and forever discharge Grantor (including, without limitation, its directors, officers, employees, and agents) from any and all actions, suits, controversies, damages (compensatory, punitive or consequential), judgments, claims and demands whatsoever, in law, or in equity, which Grantee ever had, now has, or which it or its successors and assigns hereafter can, shall or may have against Grantor, arising out of or in connection with the presence of any contamination on the Premises, including without limitation, any Hazardous Substances, except to the extent Grantor fails to comply with its obligations set forth in Subsection A(ii) above, or Grantee is entitled to recover the cost of any Remediation pursuant to Subsection A(ii). Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with Grantee's prosecution of any of its legal remedies against any third party who might have concurring or joint liability for matters for which Grantee has released Grantor pursuant to this Subsection. Each party expressly waives, to the extent it lawfully may do so: (i) the benefits of any statute that would relieve it of any obligations that it has assumed under this Section, and (ii) any defense predicated on alleged misrepresentations of fact or the nondisclosure of any fact.

(4.) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, unrestricted and assignable easements and rights for any and all existing signboards and their appurtenances located on the Premises; together with the necessary; easements and rights for any necessary electric service lines and their appurtenances needed for illuminating said signboards; and together with rights and easements to construct, use, maintain, modify, enlarge, repair, renew, replace, rehabilitate and remove said signboards; and together with the right of immediate and unimpeded ingress and egress on, over, across, and through the Premises for the purposes aforesaid; and further together with the exclusive right to sell and assign such rights and to retain any and all revenues, income, charges, considerations and fees derived therefrom.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever of, in and to the same and every part thereof, UNDER and SUBJECT and EXCEPTING AND RESERVING as aforesaid.

TO HAVE AND TO HOLD, all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the Grantee, forever, UNDER and SUBJECT and provided as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be signed in its name and behalf

BK:07615 PG:00310

EXHIBIT A

CASE NO. 72931-E

**A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE**

ALL THAT CERTAIN piece or parcel of land of the Grantor, together with all of the improvements thereon, being a portion of the line of railroad known as the Penn Central Harsimus Branch and identified as Line Code 1420, situate in the City of Jersey City, County of Hudson and State of New Jersey, said parcel being identified as Block 354.1, Lot 50A, and which is bounded and described in accordance with a Plat of Survey, identified as Project No. 0303332, dated December 29, 2004 and revised through February 23, 2005, prepared by Glen J. Lloyd, Professional Land Surveyor, New Jersey License No. GS37598, attached hereto and made a part hereof, as follows.

BEING a part or portion of the same premises which Fairfax Leary, as Trustee of the Property of the United New Jersey Railroad and Canal Company, Debtor, by Conveyance Document No. UNJ-CRC-RP-4, dated March 31, 1976 and recorded on October 10, 1979 in the Recorder's Office of Hudson County, New Jersey, in Liber 3286 at page 757&c.; and also Filed and Recorded in the Recorder's Office of the Secretary of State for the State of New Jersey on October 12, 1978, granted and conveyed unto Consolidated Rail Corporation.



SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005

Project No. 030333202

**LEGAL DESCRIPTION
LOT 50A, BLOCK 354.1
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY**

**A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE**

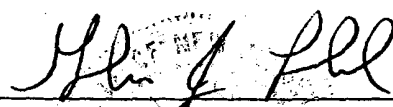
A parcel of land described herein, known and designated as Lot 50A, Block 354.1, City of Jersey City, Hudson County, New Jersey, as shown on a certain map entitled, "Boundary Survey, Lot M - Block 212, Lot 50A - Block 247, Lot 50A - Block 280, Lot 50A - Block 317.5, Lot 50A - Block 354.1, Lot 50 - Block 389.1, Lot 50 - Block 415 & Lot 18A - Block 446," prepared by Schoor DePalma, dated December 29, 2004 and revised to February 23, 2005, and being more particularly described as follows:

Beginning at the point of intersection of the westerly sideline of Coles Street (60 foot wide right-of-way) and the southerly sideline of Sixth Street (60 foot wide right-of-way) and running; thence,

1. Along said westerly sideline of Coles Street, south 06 degrees 22 minutes 03 seconds west, 100.00 feet to the centerline of a 10 foot wide alley; thence,
2. Along said centerline, north 83 degrees 44 minutes 57 seconds west, 400.61 feet to the easterly sideline of Monmouth Street (60 foot wide right-of-way); thence,
3. Along said easterly sideline of Monmouth Street, north 06 degrees 22 minutes 03 seconds east, 100.00 feet to a point of intersection with the aforementioned southerly sideline of Sixth Street; thence,
4. Along said southerly sideline of Sixth Street, south 83 degrees 44 minutes 57 seconds east, 400.61 feet to the point or place of beginning.

Containing 40,061 square feet more or less / 0.920 acres of land more or less as described herein.

Subject to all existing easements, rights-of-way and reservations of record.


Glen J. Lloyd, P.L.S.
N.J. Professional Land Surveyor
New Jersey License No. GS37598

n:\project\2003\0303332\02\m&b\lot 50a, block 354.1.doc

Your bottom line results partner. •

20 Waterview Boulevard, PO Box 5245, Parsippany, NJ 07054-6245 Tel: 973.299.7970 Fax: 973.334.5588
Manalapan ■ Brick ■ Clinton ■ Egg Harbor ■ Edison ■ Falls ■ Kinnelon ■ Parsippany
Philadelphia ■ Stafford ■ Voorhees ■ White Plains

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EXHIBIT "A", Page 2 of 3

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):

Name(s) Consolidated Rail Corporation

Current Resident Address 405 Division Street, Suite 215

City, Town, Post Office Elizabeth State NJ Zip Code 07201

PROPERTY INFORMATION (Brief Property Description):

Block(s) 354.1 Lot(s) 50 A Qualifier _____

Street Address Cole Street and Sixth Street

City, Town, Post Office Jersey City State NJ Zip Code 07302

Seller's Percentage of Ownership 100% Consideration \$333,333.00 Closing Date 7/13/05

SELLER ASSURANCES (Check the Appropriate Box):

1. ☐ I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the Federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

July 13, 2005

Date

Signature Robert W. Ryan, Director Real Estate
(Seller) Please indicate if Power of Attorney or Attorney in Fact

July 13, 2005

Date

Signature Consolidated Rail Corporation
(Seller) Please indicate if Power of Attorney or Attorney in Fact

by its Director-Real Estate duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Corporate Secretary, the day and year first above written.

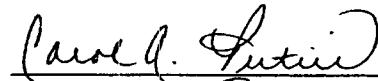
SEALED and
DELIVERED in the
presence of us:

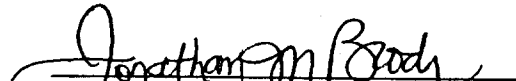
CONSOLIDATED RAIL CORPORATION
By:


CAROL A. PUTIRI


Robert W. Ryan
Director-Real Estate

ATTEST:

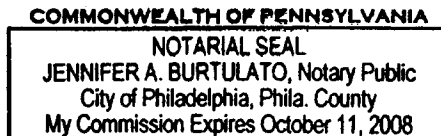

CAROL A. PUTIRI


Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) : SS

BE IT REMEMBERED, that on this 12th day of July in the year Two Thousand Five (2005), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within Instrument, who I am satisfied is the person who has signed the within Instrument on behalf of said Corporation; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; that the foregoing Instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Instrument as such consideration is THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY THREE Dollars (\$333,333).


Notary Public



RECORD & RETURN TO:
ALAMP & DEMARRIS
ONE UNIVERSITY PLAZA
HACKENSACK NJ 07601

CONRAIL

QUITCLAIM DEED (NJ)

000011003
RECEIVED
AND
RECORDED

07/18/2005 09:51A
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 266082

Case 72931-F

Consideration : \$333333.00 Exempt Code: S

Total 1976.30
1% Tax 19.76
N.P.N.R.F. 275.25
Extra 337.05
State 833.42
Public 466.75
County 333.83
General 0.09

THIS DEED, made the 12th day of July, in the year of our Lord Two Thousand Five (2005),

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, 8th Floor, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and **389 MONMOUTH STREET, L.L.C.**, a Limited Liability Company of the State of New Jersey, having a mailing address in care of Carmine R. Campi, Esq., One University Plaza, Suite 404, Hackensack, NJ 07601, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY THREE DOLLARS (\$333,333) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the Premises as more particularly described on Exhibit 'A', pages 1 of 3 through 3 of 3, appended hereto and made a part hereof.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, assignable and unrestricted easements and rights for any and all existing sewer, gas and water lines, poles, pipes, wires, cables, power, signal and communication lines, fiber optic lines, telecommunication lines and all their appurtenances, hereinafter referred to as "facilities", located in, on, under, over, above, beneath the surface, across or through the Premises; and together with the right to use, maintain, repair, replace, renew, rehabilitate and remove said facilities and their appurtenances.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of New Jersey now or hereafter in force with respect to the covenants set forth below:

TAX REFERENCE:
Block 389.1 Lot 50

Robert W. Ryan
THIS INSTRUMENT PREPARED BY:
Robert W. Ryan
Consolidated Rail Corporation
2001 Market Street - 8th Floor
Philadelphia, PA 19103

A COPY OF THIS DEED
HAS BEEN SENT TO ADDRESSOR'S OFFICE

BK:07615 PG:00298

(1.) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2.) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the Premises and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3.) A. Allocation of Specific Obligations to Remediate.

The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

(i) Grantee shall be responsible after the date of this Deed for any Remediation arising from the existence or presence of any contamination in, on or about the Premises, including without limitation, any Hazardous Substances, except as specifically provided otherwise in Subsection A(ii) below.

(ii) Grantor shall be responsible for Remediation of Hazardous Substances in, on or about the Premises, provided that such Hazardous Substances: (1) resulted from a condition created by Grantor during the time the Premises was owned by Grantor; and (2) are a violation of applicable environmental laws or regulations in effect and as interpreted on the date of this Deed. Notwithstanding the aforesaid, Grantor shall not be liable for any Remediation resulting from any condition: (a) that Grantee had knowledge of or reasonable basis to suspect as of the date of this Deed; or (b) that Grantee could have discovered its presence upon the Premises by a duly diligent examination of the Premises or public records related thereto; or (c) which Grantee has failed to immediately notify Grantor of as provided for below. Grantor's liability for any Remediation for which it is otherwise responsible hereunder shall be no greater than that resulting from the condition of the Premises existing as of the date of this Deed regardless of any increase in Remediation costs or liability created by or resulting from events occurring after the date of this Deed, including the passage of time.

(iii) If at any time after the date of this Deed, any Hazardous Substances are discovered which are or may be the responsibility of Grantor to Remediate pursuant to Subsection A(ii) above, then Grantee shall immediately notify Grantor of such Hazardous Substances, and Grantor shall have the opportunity and right to investigate, determine its responsibility therefor, determine in connection with appropriate governmental or regulatory bodies the appropriate response or remedy for such Hazardous Substances and Remediate, with its own forces or contractors and at its own expense, such Hazardous Substances to the satisfaction of appropriate regulatory bodies or to the additional extent deemed appropriate by Grantor. Grantor shall only be obligated to Remediate such Hazardous Substances to the extent that would be required for the now existing or most recent use of the Premises by Grantor, regardless of the current or proposed use of the Premises by Grantee. Grantee shall grant such rights of entry or other rights to Grantor, upon reasonable terms and without compensation, as may be necessary to allow Grantor to perform the inspections, remediation or other actions necessary to comply with this Subsection. In the event of a dispute concerning Grantor's responsibility for any Remediation hereunder, the parties shall cooperate to resolve such dispute as quickly as possible, and Grantee, unless required by valid judicial or regulatory order to take immediate action to Remediate a specific condition, shall, during the resolution of such dispute, take no actions inconsistent with Grantor's right to seek a determination from the appropriate regulatory or judicial body of the remedy required by law and to Remediate the Hazardous Substances with its own forces or contractors. Grantor shall not be liable to Grantee for any damages, costs or expenses incurred as a result of such Remediation, except that if Grantee is required by valid judicial or administrative order as provided

above to take immediate action to Remediate any Hazardous Substances which are later determined to be the responsibility of Grantor pursuant to this Subsection, Grantee shall be able to recover its actual and reasonable costs from Grantor.

B. Definition of "Hazardous Substance(s)". "Hazardous Substance(s)", as used in this Deed, shall mean any material or substance that is defined or classified as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601(14)) or Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); a "hazardous waste" pursuant to Section 1004 or 3001 of the Resource Conservation and Recovery Act (42 U.S.C. §§6903, 6921); a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act (33 U.S.C. §1317(a)(1)); a "hazardous air pollutant" under Section 112 of the Clean Air Act (42 U.S.C. §7412); or a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990 (49 U.S.C. App. §1802(4)).

C. Definition of "Remediate" and "Remediation". "Remediate" or "Remediation", as used in this Deed, shall mean, any reasonable investigation and the formulation and implementation of any remedial action, containment, cleanup, response, treatment, removal, mitigation, abatement, elimination or control of any contamination.

D. Indemnity. The party made responsible by this Section for any Remediation shall: (1) satisfy said obligations; and (2) indemnify, defend and hold the other party (and its directors, officers, employees and agents) harmless from and against any claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with said Remediation.

E. Release. As a material part of the consideration to Grantor for the conveyance of the Premises, Grantee hereby expressly and irrevocably releases and forever discharges, and by these presents does, for its successors and assigns, release and forever discharge Grantor (including, without limitation, its directors, officers, employees, and agents) from any and all actions, suits, controversies, damages (compensatory, punitive or consequential), judgments, claims and demands whatsoever, in law, or in equity, which Grantee ever had, now has, or which it or its successors and assigns hereafter can, shall or may have against Grantor, arising out of or in connection with the presence of any contamination on the Premises, including without limitation, any Hazardous Substances, except to the extent Grantor fails to comply with its obligations set forth in Subsection A(ii) above, or Grantee is entitled to recover the cost of any Remediation pursuant to Subsection A(ii). Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with Grantee's prosecution of any of its legal remedies against any third party who might have concurring or joint liability for matters for which Grantee has released Grantor pursuant to this Subsection. Each party expressly waives, to the extent it lawfully may do so: (i) the benefits of any statute that would relieve it of any obligations that it has assumed under this Section, and (ii) any defense predicated on alleged misrepresentations of fact or the nondisclosure of any fact.

(4.) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, unrestricted and assignable easements and rights for any and all existing signboards and their appurtenances located on the Premises; together with the necessary; easements and rights for any necessary electric service lines and their appurtenances needed for illuminating said signboards; and together with rights and easements to construct, use, maintain, modify, enlarge, repair, renew, replace, rehabilitate and remove said signboards; and together with the right of immediate and unimpeded ingress and egress on, over, across, and through the Premises for

BK:07615 PG:00300

the purposes aforesaid; and further together with the exclusive right to sell and assign such rights and to retain any and all revenues, income, charges, considerations and fees derived therefrom.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever of, in and to the same and every part thereof, UNDER and SUBJECT and EXCEPTING AND RESERVING as aforesaid.

TO HAVE AND TO HOLD, all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the Grantee, forever, UNDER and SUBJECT and provided as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be signed in its name and behalf

BK:07615 PG:00301

EXHIBIT A

CASE NO. 72931-F

ALL THAT CERTAIN piece or parcel of land of the Grantor, together with all of the improvements thereon, being a portion of the line of railroad known as the Penn Central Harsimus Branch and identified as Line Code 1420, situate in the City of Jersey City, County of Hudson and State of New Jersey, said parcel being identified as Block 389.1, Lot 50, and which is bounded and described in accordance with a Plat of Survey, identified as Project No. 0303332, dated December 29, 2004 and revised through February 23, 2005, prepared by Glen J. Lloyd, Professional Land Surveyor, New Jersey License No. GS37598, attached hereto and made a part hereof, as follows.

BEING a part or portion of the same premises which Fairfax Leary, as Trustee of the Property of the United New Jersey Railroad and Canal Company, Debtor, by Conveyance Document No. UNJ-CRC-RP-4, dated March 31, 1976 and recorded on October 10, 1979 in the Recorder's Office of Hudson County, New Jersey, in Liber 3286 at page 757&c.; and also Filed and Recorded in the Recorder's Office of the Secretary of State for the State of New Jersey on October 12, 1978, granted and conveyed unto Consolidated Rail Corporation.

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE



SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005

Project No. 030333202

LEGAL DESCRIPTION
LOT 50, BLOCK 389.1
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

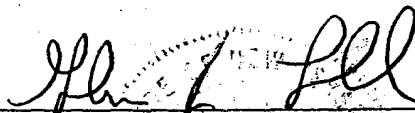
A parcel of land described herein, known and designated as Lot 50, Block 389.1, City of Jersey City, Hudson County, New Jersey, as shown on a certain map entitled, "Boundary Survey, Lot M - Block 212, Lot 50A - Block 247, Lot 50A - Block 280, Lot 50A - Block 317.5, Lot 50A - Block 354.1, Lot 50 - Block 389.1, Lot 50 - Block 415 & Lot 18A - Block 446," prepared by Schoor DePalma, dated December 29, 2004 and revised to February 23, 2005, and being more particularly described as follows:

Beginning at the point of intersection of the westerly sideline of Monmouth Street (60 foot wide right-of-way) and the southerly sideline of Sixth Street (60 foot wide right-of-way) and running; thence,

1. Along said westerly sideline of Monmouth Street, south 06 degrees 22 minutes 03 seconds west, 100.00 feet to the centerline of a 10 foot wide alley; thence,
2. Along said centerline, north 83 degrees 44 minutes 57 seconds west, 400.81 feet to the easterly sideline of Brunswick Street (60 foot wide right-of-way); thence,
3. Along said easterly sideline, north 06 degrees 22 minutes 03 seconds east, 100.00 feet to a point of intersection with the aforementioned southerly sideline of Sixth Street; thence,
4. Along said southerly sideline of Sixth Street, south 83 degrees 44 minutes 57 seconds east, 400.81 feet to the point or place of beginning.

Containing 40,081 square feet more or less / 0.920 acres of land more or less as described herein.

Subject to all existing easements, rights-of-way and reservations of record.


Glen J. Lloyd, P.L.S.
N.J. Professional Land Surveyor
New Jersey License No. GS37598

n:\project\2003\0303332\02\m&bs\lot 50, block 389.1.doc

Your bottom line results partner. •

20 Waterview Boulevard, PO Box 5245, Parsippany, NJ 07054-6245 Tel: 973.299.7970 Fax: 973.334.5588

Manalapan ■ Brick ■ Clinton ■ Egg Harbor ■ Fair ■ Falls ■ Kalamazoo ■ Parsippany ■ Philadelphia ■ Stafford ■ Voorhees ■ White Plains

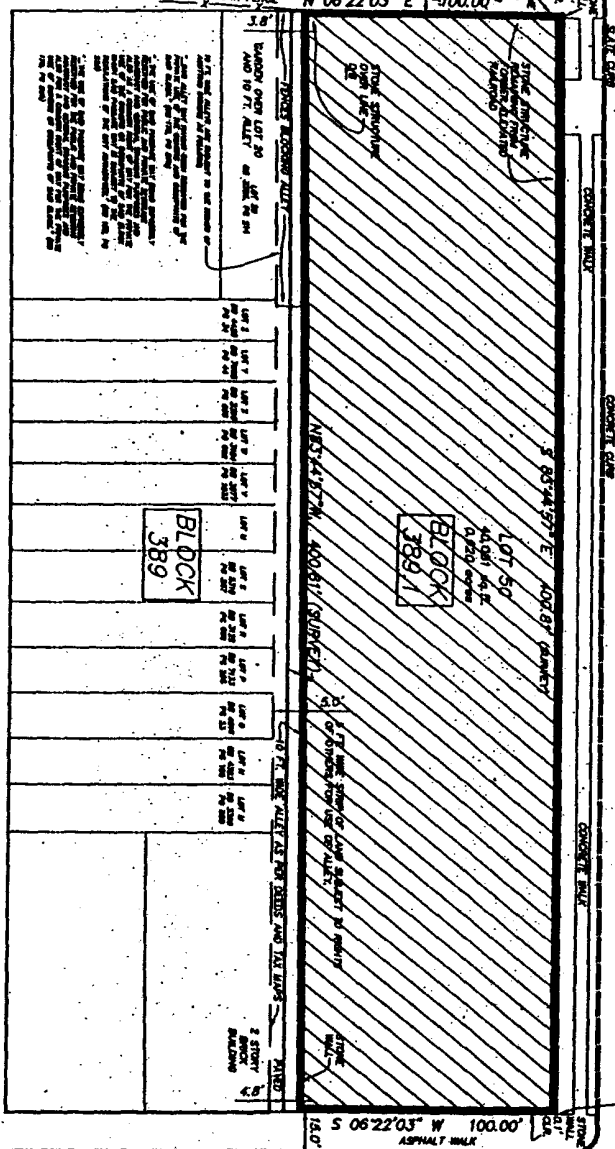
www.schoordepalma.com

EXHIBIT "A", Page 2 of 3

BRUNSWICK STREET

60 FT. WIDE RIGHT-OF-WAY

CONC. & ASPHALT WALK
N 06°22'03" E



MONMOUTH STREET

60 FT. WIDE RIGHT-OF-WAY

FIFTH STREET
60 FT. WIDE RIGHT-OF-WAY

SIXTH STREET
60 FT. WIDE RIGHT-OF-WAY

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

NO.	DATE	DESCRIPTION
1	10/1/80	...
2	10/1/80	...
3	10/1/80	...
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9	10/1/80	...
10	10/1/80	...

NOTICE
GLEN J. LLOYD
PROFESSIONAL LAND SURVEYOR, N.J. LIC. NO. 052796

SCHOR DEPALMA
Engineers and Consultants
C/O. of Automobile 340278300
P.O. BOX 1000
TEL. (732) 286-1770 FAX (732) 286-1771
FREDERICKS • FREDERICKS • FREDERICKS • FREDERICKS • FREDERICKS

BOUNDARY SURVEY
LOT 80 - BLOCK 389.1
PROPERTY OF CONAL CORPORATION
HUDSON COUNTY, NEW JERSEY

Case No. 72931F
FILE NUMBER: 1420013B

EXHIBIT "A", Page 3 of 3

DEEDS
CONVEYANCE
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PROPERTY OF CONAL CORPORATION
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PROPERTY OF CONAL CORPORATION
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PROPERTY OF CONAL CORPORATION
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State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):

Name(s) Consolidated Rail Corporation

Current Resident Address 405 Division Street, Suite 215

City, Town, Post Office Elizabeth State NJ Zip Code 07201

PROPERTY INFORMATION (Brief Property Description):

Block(s) 389.1 Lot(s) 50 & 51 Qualifier _____

Street Address Monmouth Street and Sixth Street

City, Town, Post Office Jersey City State NJ Zip Code 07302

Seller's Percentage of Ownership 100% Consideration \$333,333.00 Closing Date 7/13/05

SELLER ASSURANCES (Check the Appropriate Box):

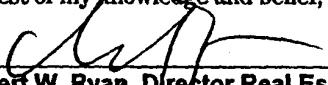
1. ☐ I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the Federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

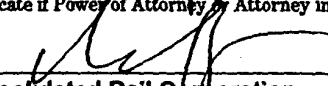
July 13, 2005

Date


Signature **Robert W. Ryan, Director Real Estate**
(Seller) Please indicate if Power of Attorney or Attorney in Fact

July 13, 2005

Date


Signature **Consolidated Rail Corporation**
(Seller) Please indicate if Power of Attorney or Attorney in Fact

1647 - Seller's Residency Certification/Exemption

GIT/REP-3

Rev. 11/04 P1/05

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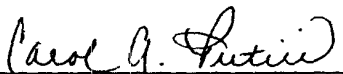
A Division of ALL-STATE International, Inc.

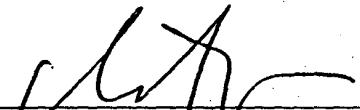
www.aslegal.com 800.222.0510 Page 1

by its Director-Real Estate duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Corporate Secretary, the day and year first above written.

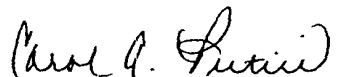
SEALED and
DELIVERED in the
presence of us:

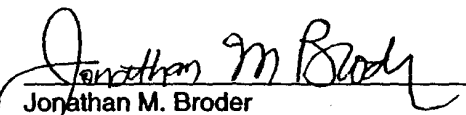
CONSOLIDATED RAIL CORPORATION
By:


CAROL A. PUTIRI


Robert W. Ryan
Director-Real Estate

ATTEST:


CAROL A. PUTIRI

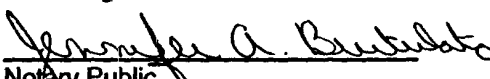

Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Philadelphia)

: SS

BE IT REMEMBERED, that on this 12th day of July in the year Two Thousand Five (2005), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within Instrument, who I am satisfied is the person who has signed the within Instrument on behalf of said Corporation; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; that the foregoing Instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Instrument as such consideration is THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY THREE Dollars (\$333,333).


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JENNIFER A. BURTULATO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 11, 2008

RECORD & RETURN TO:
ALAMI & DEMARRAS
ONE UNIVERSITY PLAZA
HACKENSACK NJ 07601

BK:07615 PG:00306

Consideration : \$500000.00 Exempt Code: S

County	State	N.P.N.R.F	Total
500.50	1249.50	525.00	4175.00
General	Public	Extra	1% Tax
900.00	250.00	750.00	0.00

QUITCLAIM DEED (NJ)

Case 72931-G

THIS DEED, made the 12th day of July, in the year of our Lord Two Thousand Five

(2005),
BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, 8TH Floor, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and **415 BRUNSWICK STREET, L.L.C.**, a Limited Liability Company of the State of New Jersey, having a mailing address in care of Carmine R. Alampi, Esq., One University Plaza, Suite 404, Hackensack, NJ 07601, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the Premises as more particularly described on Exhibit 'A', pages 1 of 4 through 4 of 4, appended hereto and made a part hereof.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, assignable and unrestricted easements and rights for any and all existing sewer, gas and water lines, poles, pipes, wires, cables, power, signal and communication lines, fiber optic lines, telecommunication lines and all their appurtenances, hereinafter referred to as "facilities", located in, on, under, over, above, beneath the surface, across or through the Premises; and together with the right to use, maintain, repair, replace, renew, rehabilitate and remove said facilities and their appurtenances.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of New Jersey now or hereafter in force with respect to the covenants set forth below:

TAX REFERENCE:
Block 415, Lot 50

Robert W. Ryan
THIS INSTRUMENT PREPARED BY:
Robert W. Ryan
Consolidated Rail Corporation
2001 Market Street - 8th Floor
Philadelphia, PA 19103

BK:07615 PG:00289

07/18/2005 09:50A
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
RECEIVED
AND
RECORDED
DEED
000011002

3
A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

(1.) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2.) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the Premises and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3.) A. Allocation of Specific Obligations to Remediate.

The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

(i) Grantee shall be responsible after the date of this Deed for any Remediation arising from the existence or presence of any contamination in, on or about the Premises, including without limitation, any Hazardous Substances, except as specifically provided otherwise in Subsection A(ii) below.

(ii) Grantor shall be responsible for Remediation of Hazardous Substances in, on or about the Premises, provided that such Hazardous Substances: (1) resulted from a condition created by Grantor during the time the Premises was owned by Grantor; and (2) are a violation of applicable environmental laws or regulations in effect and as interpreted on the date of this Deed. Notwithstanding the aforesaid, Grantor shall not be liable for any Remediation resulting from any condition: (a) that Grantee had knowledge of or reasonable basis to suspect as of the date of this Deed; or (b) that Grantee could have discovered its presence upon the Premises by a duly diligent examination of the Premises or public records related thereto; or (c) which Grantee has failed to immediately notify Grantor of as provided for below. Grantor's liability for any Remediation for which it is otherwise responsible hereunder shall be no greater than that resulting from the condition of the Premises existing as of the date of this Deed regardless of any increase in Remediation costs or liability created by or resulting from events occurring after the date of this Deed, including the passage of time.

(iii) If at any time after the date of this Deed, any Hazardous Substances are discovered which are or may be the responsibility of Grantor to Remediate pursuant to Subsection A(ii) above, then Grantee shall immediately notify Grantor of such Hazardous Substances, and Grantor shall have the opportunity and right to investigate, determine its responsibility therefor, determine in connection with appropriate governmental or regulatory bodies the appropriate response or remedy for such Hazardous Substances and Remediate, with its own forces or contractors and at its own expense, such Hazardous Substances to the satisfaction of appropriate regulatory bodies or to the additional extent deemed appropriate by Grantor. Grantor shall only be obligated to Remediate such Hazardous Substances to the extent that would be required for the now existing or most recent use of the Premises by Grantor, regardless of the current or proposed use of the Premises by Grantee. Grantee shall grant such rights of entry or other rights to Grantor, upon reasonable terms and without compensation, as may be necessary to allow Grantor to perform the inspections, remediation or other actions necessary to comply with this Subsection. In the event of a dispute concerning Grantor's responsibility for any Remediation hereunder, the parties shall cooperate to resolve such dispute as quickly as possible, and Grantee, unless required by valid judicial or regulatory order to take immediate action to Remediate a specific condition, shall, during the resolution of such dispute, take no actions inconsistent with Grantor's right to seek a determination from the appropriate regulatory or judicial body of the remedy required by law and to Remediate the Hazardous Substances with its own forces or contractors. Grantor shall not be liable to Grantee for any damages, costs or expenses incurred as a result of such Remediation, except that if Grantee is required by valid judicial or administrative order as provided above to take immediate action to Remediate any Hazardous Substances which are later determined

BK:07615 PG:00290

to be the responsibility of Grantor pursuant to this Subsection, Grantee shall be able to recover its actual and reasonable costs from Grantor.

B. Definition of "Hazardous Substance(s)". "Hazardous Substance(s)", as used in this Deed, shall mean any material or substance that is defined or classified as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601(14)) or Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); a "hazardous waste" pursuant to Section 1004 or 3001 of the Resource Conservation and Recovery Act (42 U.S.C. §§6903, 6921); a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act (33 U.S.C. §1317(a)(1)); a "hazardous air pollutant" under Section 112 of the Clean Air Act (42 U.S.C. §7412); or a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990 (49 U.S.C. App. §1802(4)).

C. Definition of "Remediate" and "Remediation". "Remediate" or "Remediation", as used in this Deed, shall mean, any reasonable investigation and the formulation and implementation of any remedial action, containment, cleanup, response, treatment, removal, mitigation, abatement, elimination or control of any contamination.

D. Indemnity. The party made responsible by this Section for any Remediation shall: (1) satisfy said obligations; and (2) indemnify, defend and hold the other party (and its directors, officers, employees and agents) harmless from and against any claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with said Remediation.

E. Release. As a material part of the consideration to Grantor for the conveyance of the Premises, Grantee hereby expressly and irrevocably releases and forever discharges, and by these presents does, for its successors and assigns, release and forever discharge Grantor (including, without limitation, its directors, officers, employees, and agents) from any and all actions, suits, controversies, damages (compensatory, punitive or consequential), judgments, claims and demands whatsoever, in law, or in equity, which Grantee ever had, now has, or which it or its successors and assigns hereafter can, shall or may have against Grantor, arising out of or in connection with the presence of any contamination on the Premises, including without limitation, any Hazardous Substances, except to the extent Grantor fails to comply with its obligations set forth in Subsection A(ii) above, or Grantee is entitled to recover the cost of any Remediation pursuant to Subsection A(ii). Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with Grantee's prosecution of any of its legal remedies against any third party who might have concurring or joint liability for matters for which Grantee has released Grantor pursuant to this Subsection. Each party expressly waives, to the extent it lawfully may do so: (i) the benefits of any statute that would relieve it of any obligations that it has assumed under this Section, and (ii) any defense predicated on alleged misrepresentations of fact or the nondisclosure of any fact.

(4.) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, unrestricted and assignable easements and rights for any and all existing signboards and their appurtenances located on the Premises; together with the necessary; easements and rights for any necessary electric service lines and their appurtenances needed for illuminating said signboards; and together with rights and easements to construct, use, maintain, modify, enlarge, repair, renew, replace, rehabilitate and remove said signboards; and together with the right of immediate and unimpeded ingress and egress on, over, across, and through the Premises for the purposes aforesaid; and further together with the exclusive right to sell and assign such rights and to retain any and all revenues, income, charges, considerations and fees derived therefrom.

EK-07815 PG-00291

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever of, in and to the same and every part thereof, UNDER and SUBJECT and EXCEPTING AND RESERVING as aforesaid.

TO HAVE AND TO HOLD, all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the Grantee, forever, UNDER and SUBJECT and provided as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be signed in its name and behalf

'EXHIBIT A

CASE NO. 72931-G

**A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE**

ALL THAT CERTAIN piece or parcel of land of the Grantor, together with all of the improvements thereon, being a portion of the line of railroad known as the Penn Central Harsimus Branch and identified as Line Code 1420, situate in the City of Jersey City, County of Hudson and State of New Jersey, said parcel being identified as Block 415, Lot 50, and which is bounded and described in accordance with a Plat of Survey, identified as Project No. 0303332, dated December 29, 2004 and revised through February 23, 2005, prepared by Glen J. Lloyd, Professional Land Surveyor, New Jersey License No. GS37598, attached hereto and made a part hereof, as follows.

BEING a part or portion of the same premises which Fairfax Leary, as Trustee of the Property of the United New Jersey Railroad and Canal Company, Debtor, by Conveyance Document No. UNJ-CRC-RP-4, dated March 31, 1976 and recorded on October 10, 1979 in the Recorder's Office of Hudson County, New Jersey, in Liber 3286 at page 757&c.; and also Filed and Recorded in the Recorder's Office of the Secretary of State for the State of New Jersey on October 12, 1978, granted and conveyed unto Consolidated Rail Corporation.



SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005

Project No. 030333202

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

**LEGAL DESCRIPTION
LOT 50, BLOCK 415
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY**

A parcel of land described herein, known and designated as Lot 50, Block 415, City of Jersey City, Hudson County, New Jersey, as shown on a certain map entitled, "Boundary Survey, Lot M - Block 212, Lot 50A - Block 247, Lot 50A - Block 280, Lot 50A - Block 317.5, Lot 50A - Block 354.1, Lot 50 - Block 389.1, Lot 50 - Block 415 & Lot 18A - Block 446," prepared by Schoor DePalma, dated December 29, 2004 and revised to February 23, 2005, and being more particularly described as follows:

Beginning at a point in the westerly sideline of Brunswick Street (60 foot wide right-of-way), distant south 06 degrees 22 minutes 03 seconds west, 26.00 feet along said sideline from its intersection with the southerly sideline of Sixth Street (60 foot wide right-of-way) and running; thence,

1. Along said westerly sideline of Brunswick Street, south 06 degrees 22 minutes 03 seconds west, 74.00 feet; thence,
2. North 83 degrees 44 minutes 57 seconds west, 386.55 feet to a point in the northeasterly sideline of Newark Avenue (66 foot wide right-of-way); thence,
3. Along said northeasterly sideline, north 39 degrees 51 minutes 08 seconds west, 18.62 feet to a point of intersection with the easterly sideline of Division Street (60 foot wide right-of-way); thence,
4. Along said easterly sideline, north 06 degrees 22 minutes 03 seconds east, 30.59 feet; thence,

Along a description of land recorded in the Hudson County Clerk's Office in Deed Book 3471, Page 423, known and designated as Tax Map Lot 51, Block 415 the following three courses;

5. South 83 degrees 44 minutes 57 seconds east, 229.00 feet; thence,
6. North 06 degrees 22 minutes 03 seconds east, 30.50 feet; thence,
7. South 83 degrees 44 minutes 57 seconds east, 171.00 feet to the point or place of beginning.

BK:07615 PG:00294

Your bottom line results partner. •

20 Waterview Boulevard, PO Box 5245, Parsippany, NJ 07054-6245 Tel: 973.299.7970 Fax: 973.334.5588
Manalapan ■ Brick ■ Clinton ■ Egg Harbor ■ Exton ■ Falls ■ Kulpsville ■ Parsippany
Philadelphia ■ Stafford ■ Voorhees ■ White Plains

www.schoordepalma.com

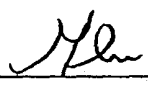
EXHIBIT "A", Page 2 of 4



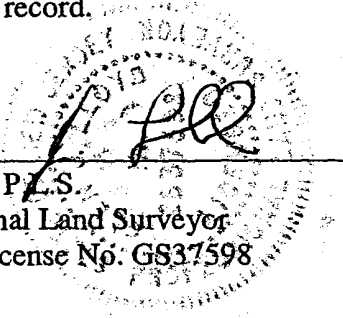
Project No. 030333202
February 23, 2005
Page 2

Containing 22,529 square feet more or less / 0.517 acres of land more or less as described herein.

Subject to all existing easements, rights-of-way and reservations of record.



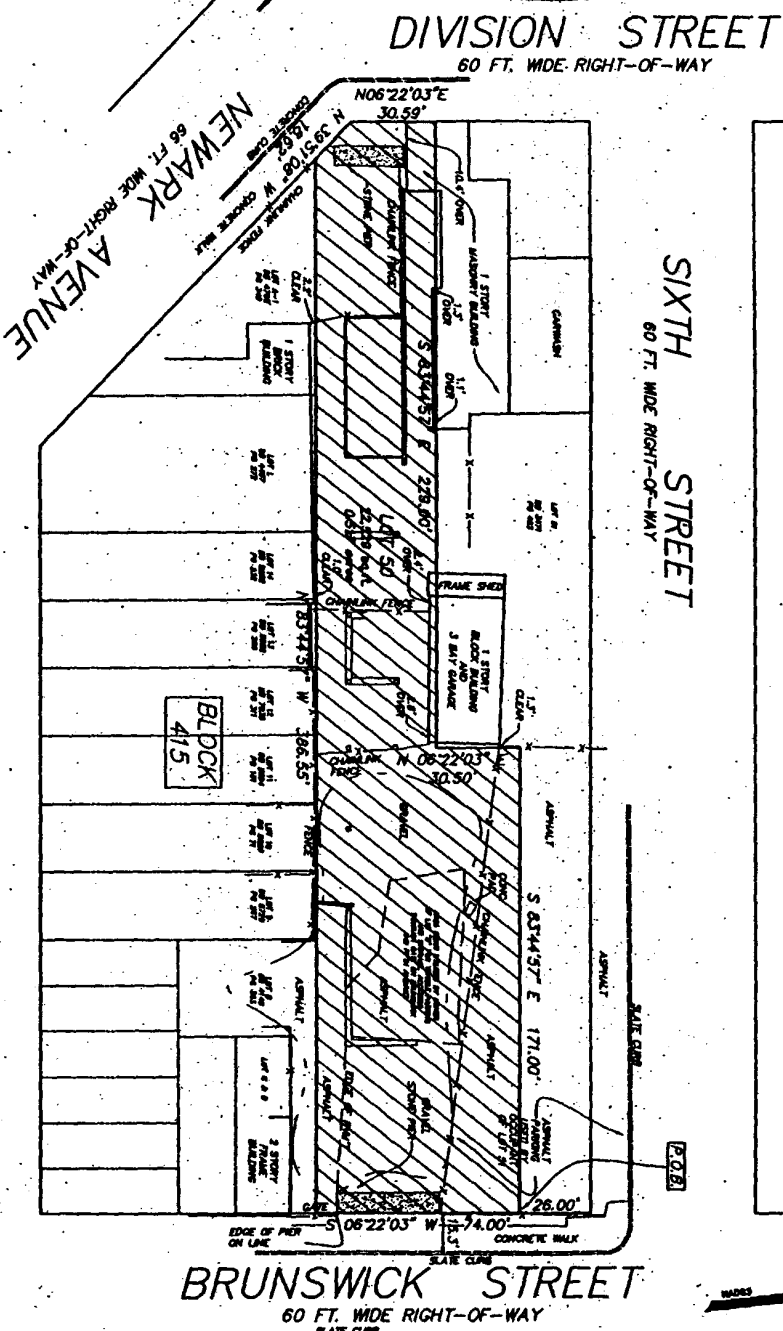
Glen J. Lloyd, P.L.S.
N.J. Professional Land Surveyor
New Jersey License No: GS37598



n:\project\2003\0303332\02\m&bs\lot 50, block 415.doc

BK:07615 PG:00295

A COPY OF THIS DEED
HAS BEEN SENT TO THE
ASSessor's OFFICE



FIFTH STREET
60 FT. WIDE RIGHT-OF-WAY

EXHIBIT "A", Page 4 of 4

NOTICE THIS DEED AND THE SURVEY MAP HEREON ARE THE PROPERTY OF THE ENGINEER AND CONSULTANT. THE ENGINEER AND CONSULTANT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY MAP AND THE DEED. THE ENGINEER AND CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE DEED IF THE DEED IS USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.	
CLIENT GLEN J. LLOYD	
ENGINEER AND CONSULTANT SCHOOR DEPALMA Engineers and Consultants 20 WESTERN BOULEVARD PO BOX 8240 PHILADELPHIA, PA 19101 PHILADELPHIA, PA 19101	
PROPERTY LOT 60 - BLOCK 415 PROPERTY OF CONVAL CORPORATION NEW JERSEY	
DEED NO. 72931G FILE NUMBER 14200033B	
DATE 12/29/04	

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):Name(s) Consolidated Rail CorporationCurrent Resident Address 405 Division Street, Suite 215City, Town, Post Office Elizabeth State NJ Zip Code 07201**PROPERTY INFORMATION (Brief Property Description):**Block(s) 415 Lot(s) 50 Qualifier _____Street Address Brunswick Street and Sixth StreetCity, Town, Post Office Jersey City State NJ Zip Code 07302Seller's Percentage of Ownership 100% Consideration \$500,000.00 Closing Date 7/13/05**SELLER ASSURANCES (Check the Appropriate Box):**

1. ☐ I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the Federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

July 13, 2005

Date

Signature Robert W. Ryan, Director Real Estate
(Seller) Please indicate if Power of Attorney or Attorney in FactJuly 13, 2005

Date

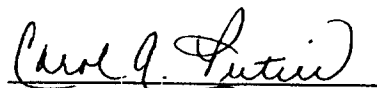
Signature Consolidated Rail Corporation

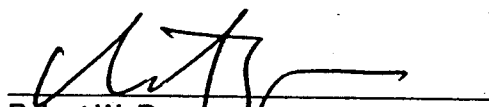
(Seller) Please indicate if Power of Attorney or Attorney in Fact

by its Director-Real Estate duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Corporate Secretary, the day and year first above written.

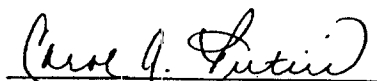
SEALED and
DELIVERED in the
presence of us:

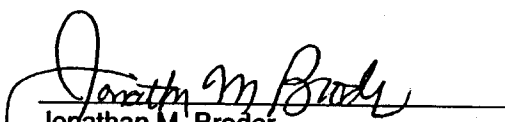
CONSOLIDATED RAIL CORPORATION
By:


CAROL A. PUTIRI


Robert W. Ryan
Director-Real Estate

ATTEST:


CAROL A. PUTIRI

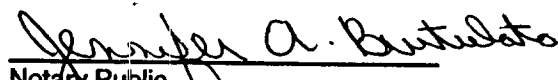

Jonathan M. Broder
Corporate Secretary

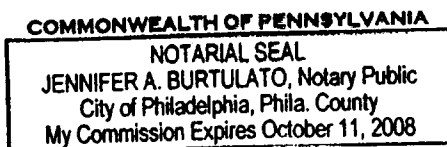
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Philadelphia)

: SS

BE IT REMEMBERED, that on this 10th day of July in the year Two Thousand Five (2005), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within Instrument, who I am satisfied is the person who has signed the within Instrument on behalf of said Corporation; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; that the foregoing Instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Instrument as such consideration is FIVE HUNDRED THOUSAND Dollars (\$500,000).


Notary Public



RECORD & RETURN TO:
ALAMP I E DEMARASIS
ONE UNIVERSITY PLAZA
HACKENSACK NJ 07601

BK:07615 PG:00297 - 01

A COPY OF THIS DEED
HAS BEEN FILED IN THE CLERK'S OFFICE

Consideration : \$500000.00 Exempt Code: S

County	State	N.P.N.R.F	Total
500.50	1249.50	525.00	4175.00
General	Public	Extra	1% Tax
900.00	250.00	750.00	0.00

QUITCLAIM DEED (NJ)

Case 72931-H

THIS DEED, made the 12th day of July, in the year of our Lord Two Thousand Five (2005),

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, 8TH Floor, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and **446 NEWARK AVENUE, L.L.C.**, a Limited Liability Company of the State of New Jersey, having a mailing address in care of Carmine R. Alampi, Esq., One University Plaza, Suite 404, Hackensack, NJ 07601, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the Premises as more particularly described on Exhibit 'A', pages 1 of 3 through 3 of 3, appended hereto and made a part hereof.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, assignable and unrestricted easements and rights for any and all existing sewer, gas and water lines, poles, pipes, wires, cables, power, signal and communication lines, fiber optic lines, telecommunication lines and all their appurtenances, hereinafter referred to as "facilities", located in, on, under, over, above, beneath the surface, across or through the Premises; and together with the right to use, maintain, repair, replace, renew, rehabilitate and remove said facilities and their appurtenances; and further together with the right of unimpeded ingress and egress in, on, over, across and through the Premises for the aforesaid purposes, as well as for access to Grantor's remaining property west of Block 446, Lot 18A from Newark Avenue.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of New Jersey now or hereafter in force with respect to the covenants set forth below:

TAX REFERENCE:
Block 446, Lot 18A

Robert W. Ryan
THIS INSTRUMENT PREPARED BY:
Robert W. Ryan
Consolidated Rail Corporation
2001 Market Street - 8th Floor
Philadelphia, PA 19103

BK:07615 PG:00280

(1.) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2.) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the Premises and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3.) A. Allocation of Specific Obligations to Remediate.

The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

(i) Grantee shall be responsible after the date of this Deed for any Remediation arising from the existence or presence of any contamination in, on or about the Premises, including without limitation, any Hazardous Substances, except as specifically provided otherwise in Subsection A(ii) below.

(ii) Grantor shall be responsible for Remediation of Hazardous Substances in, on or about the Premises, provided that such Hazardous Substances: (1) resulted from a condition created by Grantor during the time the Premises was owned by Grantor; and (2) are a violation of applicable environmental laws or regulations in effect and as interpreted on the date of this Deed. Notwithstanding the aforesaid, Grantor shall not be liable for any Remediation resulting from any condition: (a) that Grantee had knowledge of or reasonable basis to suspect as of the date of this Deed; or (b) that Grantee could have discovered its presence upon the Premises by a duly diligent examination of the Premises or public records related thereto; or (c) which Grantee has failed to immediately notify Grantor of as provided for below. Grantor's liability for any Remediation for which it is otherwise responsible hereunder shall be no greater than that resulting from the condition of the Premises existing as of the date of this Deed regardless of any increase in Remediation costs or liability created by or resulting from events occurring after the date of this Deed, including the passage of time.

(iii) If at any time after the date of this Deed, any Hazardous Substances are discovered which are or may be the responsibility of Grantor to Remediate pursuant to Subsection A(ii) above, then Grantee shall immediately notify Grantor of such Hazardous Substances, and Grantor shall have the opportunity and right to investigate, determine its responsibility therefor, determine in connection with appropriate governmental or regulatory bodies the appropriate response or remedy for such Hazardous Substances and Remediate, with its own forces or contractors and at its own expense, such Hazardous Substances to the satisfaction of appropriate regulatory bodies or to the additional extent deemed appropriate by Grantor. Grantor shall only be obligated to Remediate such Hazardous Substances to the extent that would be required for the now existing or most recent use of the Premises by Grantor, regardless of the current or proposed use of the Premises by Grantee. Grantee shall grant such rights of entry or other rights to Grantor, upon reasonable terms and without compensation, as may be necessary to allow Grantor to perform the inspections, remediation or other actions necessary to comply with this Subsection. In the event of a dispute concerning Grantor's responsibility for any Remediation hereunder, the parties shall cooperate to resolve such dispute as quickly as possible, and Grantee, unless required by valid judicial or regulatory order to take immediate action to Remediate a specific condition, shall, during the resolution of such dispute, take no actions inconsistent with Grantor's right to seek a determination from the appropriate regulatory or judicial body of the remedy required by law and to Remediate the Hazardous Substances with its own forces or contractors. Grantor shall not be liable to Grantee for any damages, costs or expenses incurred as a result of such Remediation, except that if Grantee is required by valid judicial or administrative order as provided

above to take immediate action to Remediate any Hazardous Substances which are later determined to be the responsibility of Grantor pursuant to this Subsection, Grantee shall be able to recover its actual and reasonable costs from Grantor.

B. Definition of "Hazardous Substance(s)". "Hazardous Substance(s)", as used in this Deed, shall mean any material or substance that is defined or classified as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601(14)) or Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); a "hazardous waste" pursuant to Section 1004 or 3001 of the Resource Conservation and Recovery Act (42 U.S.C. §§6903, 6921); a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act (33 U.S.C. §1317(a)(1)); a "hazardous air pollutant" under Section 112 of the Clean Air Act (42 U.S.C. §7412); or a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990 (49 U.S.C. App. §1802(4)).

C. Definition of "Remediate" and "Remediation". "Remediate" or "Remediation", as used in this Deed, shall mean, any reasonable investigation and the formulation and implementation of any remedial action, containment, cleanup, response, treatment, removal, mitigation, abatement, elimination or control of any contamination.

D. Indemnity. The party made responsible by this Section for any Remediation shall: (1) satisfy said obligations; and (2) indemnify, defend and hold the other party (and its directors, officers, employees and agents) harmless from and against any claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with said Remediation.

E. Release. As a material part of the consideration to Grantor for the conveyance of the Premises, Grantee hereby expressly and irrevocably releases and forever discharges, and by these presents does, for its successors and assigns, release and forever discharge Grantor (including, without limitation, its directors, officers, employees, and agents) from any and all actions, suits, controversies, damages (compensatory, punitive or consequential), judgments, claims and demands whatsoever, in law, or in equity, which Grantee ever had, now has, or which it or its successors and assigns hereafter can, shall or may have against Grantor, arising out of or in connection with the presence of any contamination on the Premises, including without limitation, any Hazardous Substances, except to the extent Grantor fails to comply with its obligations set forth in Subsection A(ii) above, or Grantee is entitled to recover the cost of any Remediation pursuant to Subsection A(ii). Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with Grantee's prosecution of any of its legal remedies against any third party who might have concurring or joint liability for matters for which Grantee has released Grantor pursuant to this Subsection. Each party expressly waives, to the extent it lawfully may do so: (i) the benefits of any statute that would relieve it of any obligations that it has assumed under this Section, and (ii) any defense predicated on alleged misrepresentations of fact or the nondisclosure of any fact.

(4.) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, unrestricted and assignable easements and rights for any and all existing signboards and their appurtenances located on the Premises; together with the necessary; easements and rights for any necessary electric service lines and their appurtenances needed for illuminating said signboards; and together with rights and easements to construct, use, maintain, modify, enlarge, repair, renew, replace, rehabilitate and remove said signboards; and together with the right of immediate and unimpeded ingress and egress on, over, across, and through the Premises for

the purposes aforesaid; and further together with the exclusive right to sell and assign such rights and to retain any and all revenues, income, charges, considerations and fees derived therefrom.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever of, in and to the same and every part thereof, UNDER and SUBJECT and EXCEPTING AND RESERVING as aforesaid.

TO HAVE AND TO HOLD, all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the Grantee, forever, UNDER and SUBJECT and provided as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be signed in its name and behalf

EXHIBIT A

CASE NO. 72931-H

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

ALL THAT CERTAIN piece or parcel of land of the Grantor, together with all of the improvements thereon, being a portion of the line of railroad known as the Penn Central Harsimus Branch and identified as Line Code 1420, situate in the City of Jersey City, County of Hudson and State of New Jersey, said parcel being identified as Block 446, Lot 18A, which is bounded and described in accordance with a Plat of Survey, identified as Project No. 0303332, dated December 29, 2004 and revised through February 23, 2005, prepared by Glen J. Lloyd, Professional Land Surveyor, New Jersey License No. GS37598, attached hereto and made a part hereof, as follows.

BEING a part or portion of the same premises which Fairfax Leary, as Trustee of the Property of the United New Jersey Railroad and Canal Company, Debtor, by Conveyance Document No. UNJ-CRC-RP-4, dated March 31, 1976 and recorded on October 10, 1979 in the Recorder's Office of Hudson County, New Jersey, in Liber 3286 at page 757&c.; and also Filed and Recorded in the Recorder's Office of the Secretary of State for the State of New Jersey on October 12, 1978, granted and conveyed unto Consolidated Rail Corporation.



SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005

Project No. 030333202

LEGAL DESCRIPTION
LOT 18A, BLOCK 446
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

HAS BEEN SENT TO ASSESSOR'S OFFICE

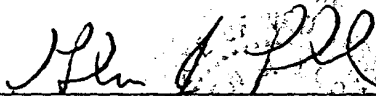
A parcel of land described herein, known and designated as Lot 18A, Block 446, City of Jersey City, Hudson County, New Jersey, as shown on a certain map entitled, "Boundary Survey, Lot M - Block 212, Lot 50A - Block 247, Lot 50A - Block 280, Lot 50A - Block 317.5, Lot 50A - Block 354.1, Lot 50 - Block 389.1, Lot 50 - Block 415 & Lot 18A - Block 446," prepared by Schoor DePalma, dated December 29, 2004 and revised to February 23, 2005, and being more particularly described as follows:

Beginning at a point in the southwesterly sideline of Newark Avenue (66 foot wide right-of-way), said point being the most southeasterly corner of a description of land recorded in the Hudson County Clerk's Office in Deed Book 7052, Page 106, said land being known and designated as Tax Map Lot 18B, and running; thence,

1. Along the southwesterly sideline of Newark Avenue, south 39 degrees 51 minutes 08 seconds east, 67.80 feet; thence,
2. North 83 degrees 44 minutes 57 seconds west, 418.37 feet; thence,
3. North 06 degrees 12 minutes 18 seconds east, 58.25 feet to a point of non-tangent curvature in the most southerly line of the aforementioned Lot 18B; thence,
4. Along said Lot 18B and along a non-tangent curve to the left having a radius of 2782.42 feet, a central angle of 07 degrees 37 minutes 09 seconds, an arc length of 370.00 feet and a chord bearing and distance of south 82 degrees 00 minutes 27 seconds east, 369.73 feet to the point or place of beginning.

Containing 19,081 square feet more or less / 0.438 acres of land more or less as described herein.

Subject to all existing easements, rights-of-way and reservations of record.


Glen J. Lloyd, P.L.S.
N.J. Professional Land Surveyor
New Jersey License No. GS37598

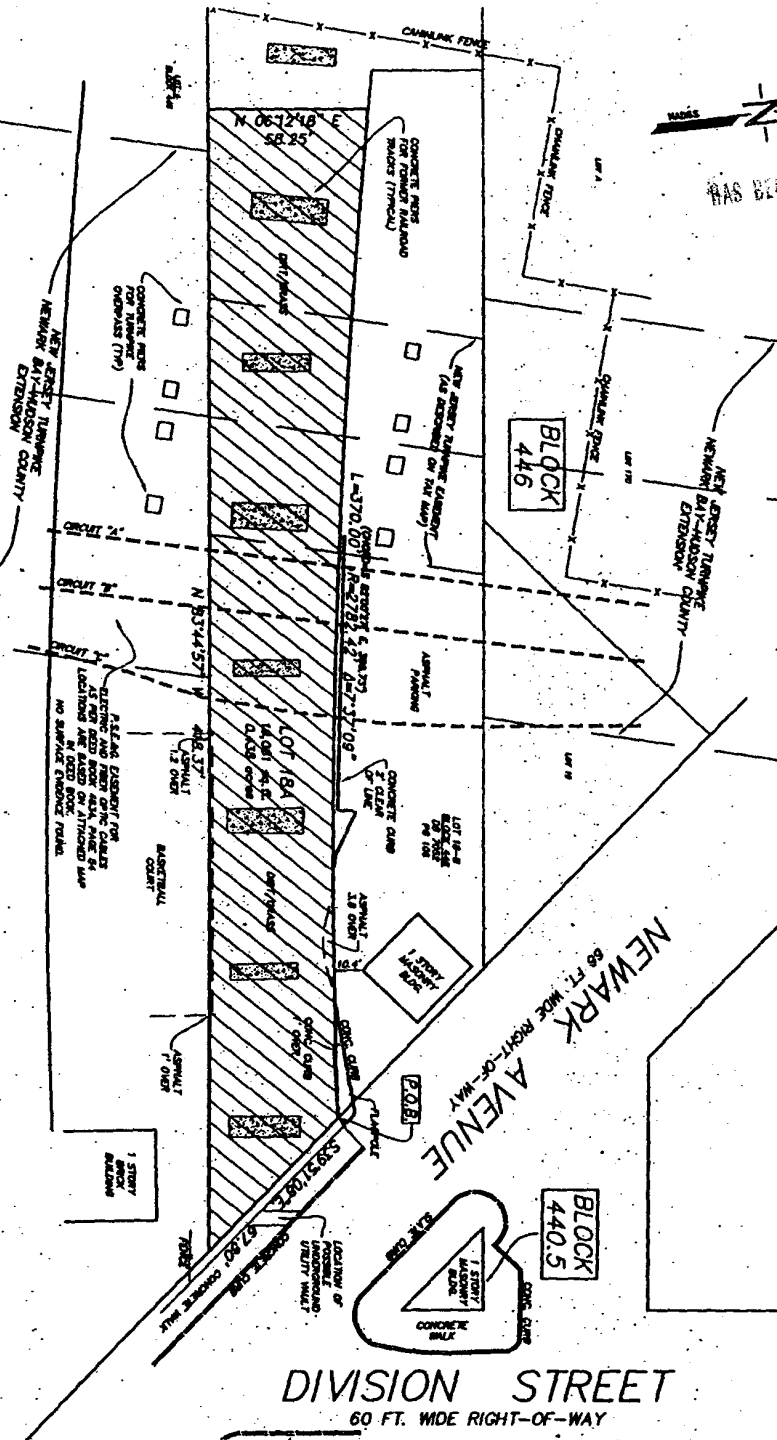
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EXHIBIT "A", Page 2 of 3



DIVISION STREET
60 FT. WIDE RIGHT-OF-WAY

EXHIBIT "A", Page 3 of 3

Case No. 72931H
FILENAME: 14200013B

BOUNDARY SURVEY
LOT 18-A - BLOCK 448

PROPERTY OF DONALD CORPORATION
JERSEY CITY HUDSON COUNTY, NEW JERSEY

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):

Name(s) Consolidated Rail Corporation

Current Resident Address 405 Division Street, Suite 215

City, Town, Post Office Elizabeth State NJ Zip Code 07201

PROPERTY INFORMATION (Brief Property Description):

Block(s) 446 Lot(s) 18 A Qualifier _____

Street Address Newark Avenue and Sixth Street

City, Town, Post Office Jersey City State NJ Zip Code 07302

Seller's Percentage of Ownership 100% Consideration \$500,000.00 Closing Date 7/13/05

SELLER ASSURANCES (Check the Appropriate Box):

1. ☐ I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the Federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

July 13, 2005

Date

Signature Robert W. Ryan, Director Real Estate
(Seller) Please indicate if Power of Attorney or Attorney in Fact

July 13, 2005

Date

Signature Consolidated Rail Corporation
(Seller) Please indicate if Power of Attorney or Attorney in Fact

by its Director-Real Estate duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Corporate Secretary, the day and year first above written.

SEALED and
DELIVERED in the
presence of us:

CONSOLIDATED RAIL CORPORATION
By:

Carol A. Putiri
CAROL A. PUTIRI

Robert W. Ryan
Robert W. Ryan
Director-Real Estate

ATTEST:

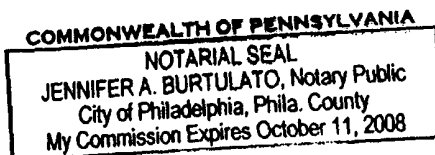
Carol A. Putiri
CAROL A. PUTIRI

Jonathan M. Broder
Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) : SS

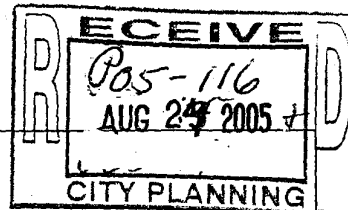
BE IT REMEMBERED, that on this 12th day of July in the year Two Thousand Five (2005), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within Instrument, who I am satisfied is the person who has signed the within Instrument on behalf of said Corporation; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; that the foregoing Instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Instrument as such consideration is FIVE HUNDRED THOUSAND Dollars (\$500,000).

Jennifer A. Burtulato
Notary Public



RECORD & RETURN TO
ALAN P. DEMARRAIS
ONE UNIVERSITY PLAZA
HACKENSACK NJ 07601

Exhibit C: Appendix II



CITY OF JERSEY CITY

GENERAL DEVELOPMENT APPLICATION

(Page 1 of 4)

THE FOLLOWING SHALL BE COMPLETED BY CITY STAFF ONLY

Date Filed: 8/24/05Application No: P05-116

GENERAL INSTRUCTIONS: To the extent possible, Applicant shall complete every question. When completed, this application shall be submitted to the Division of City Planning Secretary. The proper application and escrow fees must accompany the application. **Do not advertise for a public hearing until you are advised to do so by the Division of City Planning.**

Indicate to which Board application is being made:

☒ Planning Board☐ Zoning Board of Adjustment

Indicate all approvals being sought (check box(es) below):

☐ Conceptual Plan Review/Informal Review☒ Prelim. Major Site Plan☐ "A" Appeal☐ "c" Variance(s)☐ Final Major Site Plan☐ Interpretation ("B" Appeal)☐ "d" Variance: use, density, etc.☒ Prelim. Major Subdivision☐ Waiver of Site Plan Requirements☐ Conditional Use Variance☒ Final Major Subdivision☐ Other (fill in) _____
Do not complete every question. Please
do not advertise for a public hearing until
advised to do so by the Division of City Planning.☐ Minor Site Plan☐ Minor SubdivisionSections of the Land Development Ordinance from which relief is requested (List Variances): None

Applicant's reasons for the Division of City Planning to grant relief:

1.

Name **280 Erie Street LLC c/o Carmine A. Alampi,
Attorney for the Applicant**Address **One University Plaza
Suite 404**City **Hackensack**State **NJ**Zip **07601**Fax **201-343-4607**Tel **201-343-4600**2. **PROPERTY OWNER** (if other than applicant)Name **280 Erie Street LLC c/o Carmine A. Alampi,
Attorney for the Applicant**Address **One University Plaza
Suite 404**City **Hackensack**State **NJ**Zip **07601**Fax **201-343-4607**Tel **201-343-4600**3. **APPLICANT'S ATTORNEY** (if applicable)Name **Carmine A. Alampi**Address **One University Plaza**City **Hackensack**State **NJ**Zip **07601**Fax **201-343-4607**Tel **201-343-4600**Email **calampi@alampi-law.com**

CITY OF JERSEY CITY
General Development Application
(Page 2 of 4)

4. NAMES OF PLAN PREPARERS

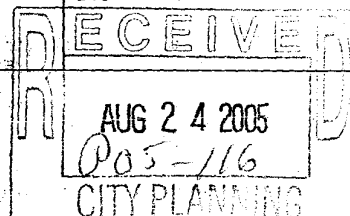
Engineer's Name Philip A. Smith, P.E.		Address Schoor DePalma Engineers and Consultants 20 Waterview Boulevard	
City Parsippany	State NJ	Zip 07054	License NJ PE No. GE26997
Telephone 973-299-7970		Fax 973-334-5588	Email psmith@schoordepalma.com
Surveyor's Name Glen J. Lloyd, PLS		Address Schoor DePalma Engineers and Consultants 20 Waterview Boulevard	
City Parsippany	State NJ	Zip 07054	License # NJ PLS No. GS37598
Telephone 973-2997970		Fax 973-334-5588	Email glloyd@schoordepalma.com
Architect's Name and/or Landscape Architect Dean Marchetto, AIA		Address Dean Marchetto Architects P.C. 1225 Willow Avenue	
City Hoboken	State NJ	Zip 07030	License # NJ RA No. C07945
Telephone 201-795-1505		Fax 201-795-0171	Email dmarchetto@dmarchitect.com

5. SUBJECT PROPERTY (Provide a color photo of the site)

Street Address 6th Street between Erie Street and Jersey Avenue	Block(s) and Lot(s) Numbers Block 280, Lot 50A
Site Acreage (including Square Footage and Dimensions) 41,356 sq.ft. or 0.949 acres, and approx. 400 ft. by 100 ft.	Zone District(s): R-1
Present Use ☒ Vacant ☐ Non-conforming	Redevelopment Area: No Historic District: No

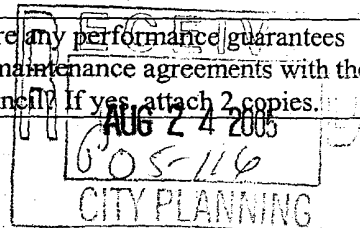
Proposed Development Name and Nature of Use
Subdivision of 16 Proposed Lots with attached 2-Family Housing

Is the application for a new building on an undeveloped tract? Yes	Is the application for a new tenant and/or occupant of an existing tract? No	Is the application for a new use of an existing building? No	Is the application for the use of a portion of a building? No
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City of Jersey
General Development Application
(Page 3 of 4)

Number of New Buildings: Height of each building: 16 attached 2-Family Houses 35 ft. Height	Sq. Ft of New Building(s) by use: Residential _____ Rental Office _____ Industrial _____ Total _____	Number of Dwelling Units (if applicable) Studio _____ 1 Bedroom _____ 2 Bedroom <u>14</u> 3 Bedroom <u>18</u> 4 Bedroom _____ Total _____	
% of Lot to be Covered by Pavement 18% max.	Number of Parking Spaces and Dimensions 2 Garage + 30 spaces 9ft. x 18ft.	Number and Dimensions of Loading Area(s) N/A	
Number of Lots Before Subdivision and square Footage 1 Lot, 40,022 sq.ft.	Number of Lots After Subdivision and square Footage 16 Lots, 2,500 sq.ft.	Are Any New Streets or Utility Extensions Proposed? No	
Are existing streets being widened? No		Are Utilities Underground? Yes	
Public water being extended to the tract? No		Existing Sewage treatment available to tract? Yes	Sewage Treatment to be extended to the tract? No
% of Lot to be Covered by Buildings 60% max.		Gross Floor Area: 3,800 s.f.max.	Floor Area Ratio: 1.52 max.
Number of Proposed Signs and Dimensions N/A		Are any structures to be removed? Yes	
Is the Site in a Flood Plain Yes - FEMA Zone A5 (EL.10)		Is the application for additional buildings and/or improvements to a tract having existing buildings and/or improvements? No	
Is Soil Removal or Fill Proposed? Specify Total in Cubic Yards? Yes, approx. 29,000 cu.yds.		Is the Property Within 200 ft. of an Adjacent Municipality? If so, which? No	
Is the Property located with the Morris Canal Redevelopment Area? No		Is the Property on a County Road? No	
Are there deed restrictions, covenants and/or easements Affecting the tract? If yes, attach 2 copies.		Are there any performance guarantees and/or maintenance agreements with the city council? If yes, attach 2 copies.	



CITY OF JERSEY CITY
General Development Application
(Page 4 of 4)

6. HISTORY OF PAST APPROVALS ☒ Check here if none. If there are previous approvals, attach 2

	APPROVED	DENIED	DATE
Subdivision			
Site Plan			
Variance(s)			
Building Permit			

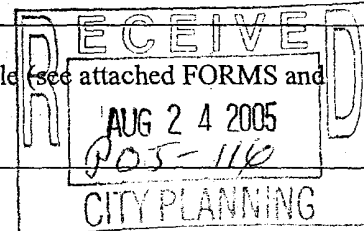
7. FEES (see attached Fee Schedule)

STAFF CALCULATIONS ONLY

Submitted Fee: \$	Submitted Escrow Deposit: \$
	Site Plan Escrow=
Site Plan/Subdiv. Application Fees: \$	Variance Fees: \$
Site Plan=\$800.00,	
Prelim.Sub.=\$2,100.00, Final Sub.=\$1,050.00	
Total Fees: \$	Balance Due: FEE \$ ESCROW \$

8. ATTACHMENTS:

Please ATTACH the required additional forms and information, if applicable (see attached FORMS and CHECKLISTS)



9. CERTIFICATION

I certify that the foregoing statements and the attached materials submitted are true. I further certify that I am the individual applicant or that I am an Officer of the Corporate applicant and that I am authorized to sign the application for the corporation or that I am a general partner of the partnership applicant. I hereby permit authorized City officials to inspect my property in conjunction with this application.

Sworn to and subscribed before me this 18th day of August 2005.

By: Carmine R. Alampi
Carmine R. Alampi, Authorized Representative

Bridget McLaughlin-Scarvaglionne
Notary Public of New Jersey
My Commission Expires June 24, 2009

By: _____
Property Owner Authorizing Application if other than Applicant

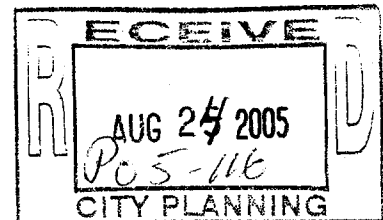
[Signature]
Notary Public

Block 280, Lot 50A
Jersey City, NJ
May 31 2005
Rev.: August 22, 2005
030333205

PROJECT SUMMARY

The Subdivision as proposed includes existing Lot 50A in Block 280. The existing Lot 50A contains 40,022 sq. ft. or 0.919 acres. The existing lot is proposed to be subdivided to create sixteen (16) new Lots as follows:

Proposed Lot 50.01 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.02 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.03 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.04 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.05 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.06 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.07 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.08 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.09 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.10 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.11 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.12 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.13 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.14 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.15 which will contain 2,500 sq. ft. or 0.057 acres,
And Proposed Lot 50.16 which will contain 2,522 sq. ft. or 0.058 acres.



AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY

SS :

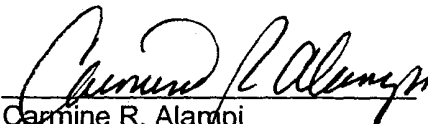
COUNTY OF BERGEN

I, Carmine R. Alampi, of full age, being duly sworn according to law depose and say, the following:

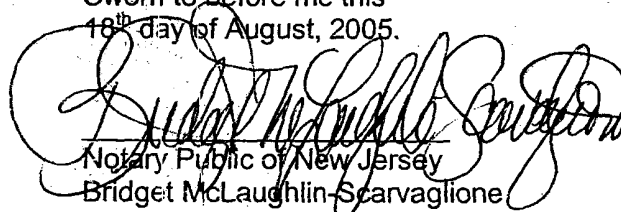
1. I am the authorized representative of 280 Erie Street, LLC, the owner of all that certain lot, piece or parcel of land situated, lying and being in the City of Jersey City aforesaid, and known and designated as Block 280, Lot 50A.

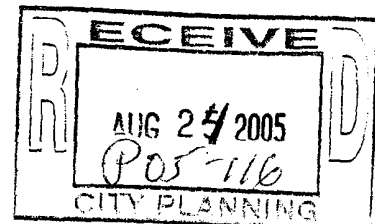
2. I hereby authorize the filing of the annexed application on behalf of 280 Erie Street, LLC.

The foregoing statements made by me are true.


Carmine R. Alampi
Authorized Representative

Sworn to before me this
18th day of August, 2005.


Notary Public of New Jersey
Bridget McLaughlin-Scarvaglione
My Commission Expires June 24, 2009



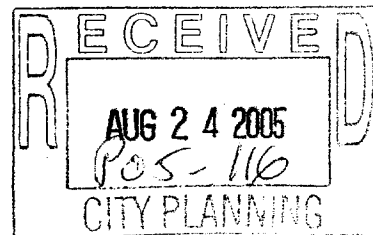
APPLICANT DISCLOSURE STATEMENT

280 ERIE STREET, LLC

**Pursuant to N.J.S. 40:55D-48.1, the names and addresses (and % of interest owned!) of all persons owning 10 % or more of the stock in a corporation or a 10 % interest in any partnership must be disclosed by the applicant. In accordance with N.J.S. 40:55D-48.2 that disclosure requirement applies to any corporation or partnership which owns more than 10 % interest.

Persons or Corporations/Partnerships owning 10% interest or more:

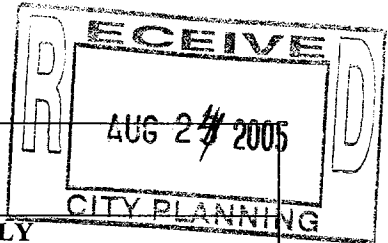
**	Steven L. Hyman	c/o Carmine R. Alampi One University Plaza, Ste 404 Hackensack, NJ 07601 201-343-4600	Sole Shareholder (100 %)
----	-----------------	--	-----------------------------



CITY OF JERSEY CITY

GENERAL DEVELOPMENT APPLICATION

(Page 1 of 4)



THE FOLLOWING SHALL BE COMPLETED BY CITY STAFF ONLY

Date Filed: 8/24/05 Application No: 205-115

GENERAL INSTRUCTIONS: To the extent possible, Applicant shall complete every question. When completed, this application shall be submitted to the Division of City Planning Secretary. The proper application and escrow fees must accompany the application. **Do not advertise for a public hearing until you are advised to do so by the Division of City Planning.**

Indicate to which Board application is being made:

☒ Planning Board

☐ Zoning Board of Adjustment

Indicate all approvals being sought (check box(es) below):

☐ Conceptual Plan
Review/Informal Review

☒ Prelim. Major Site Plan

☐ "A" Appeal

☐ "c" Variance(s)

☐ Final Major Site Plan

☐ Interpretation ("B" Appeal)

☐ "d" Variance: use,
density, etc.

☒ Prelim. Major Subdivision

☐ Waiver of Site Plan Requirements

☐ Conditional Use
Variance

☒ Final Major Subdivision

☐ Other (fill in)

☐ Minor Site Plan

☐ Minor Subdivision

Sections of the Land Development Ordinance from which relief is requested (List Variances): **None**

Applicant's reasons for the Division of City Planning to grant relief:

1.

Name **317 Jersey Ave LLC c/o Carmine A. Alampi,**
Attorney for the Applicant

Address **One University Plaza**
Suite404

City **Hackensack**

State **NJ**

Zip **07601**

Fax 201-343-4607 T 201-343-4600

2. **PROPERTY OWNER** (if other than applicant)

Name **317 Jersey Ave LLC c/o Carmine A. Alampi,**
Attorney for the Applicant

Address **One University Plaza**
Suite404

City **Hackensack**

State **NJ**

Zip **07601**

Fax 201-343-4607 Tel 201-343-4600

3. **APPLICANT'S ATTORNEY** (if applicable)

Name **Carmine A. Alampi**

Address **One University Plaza**

City **Hackensack**

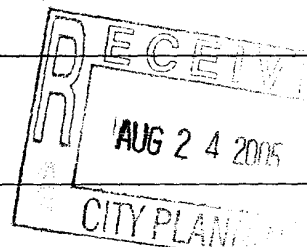
State **NJ**

Zip **07601**

Fax 201-343-4607 Tel 201-343-4600

Email **calampi@alampi-law.com**

CITY OF JERSEY CITY
General Development Application
(Page 2 of 4)



4. NAMES OF PLAN PREPARERS

Engineer's Name Philip A. Smith, P.E.		Address Schoor DePalma Engineers and Consultants 20 Waterview Boulevard	
City Parsippany	State NJ	Zip 07054	License NJ PE No. GE26997
Telephone 973-299-7970		Fax 973-334-5588	Email psmith@schoordepalma.com
Surveyor's Name Glen J. Lloyd, PLS		Address Schoor DePalma Engineers and Consultants 20 Waterview Boulevard	
City Parsippany	State NJ	Zip 07054	License # NJ PLS No. GS37598
Telephone 973-299-7970		Fax 973-334-5588	Email glloyd@schoordepalma.com
Architect's Name and/or Landscape Architect Dean Marchetto, AIA		Address Dean Marchetto Architects P.C. 1225 Willow Avenue	
City Hoboken	State NJ	Zip 07030	License # NJ RA No. C07945
Telephone 201-795-1505		Fax 201-795-0171	Email dmarchetto@dmarchitect.com

5. SUBJECT PROPERTY (Provide a color photo of the site)

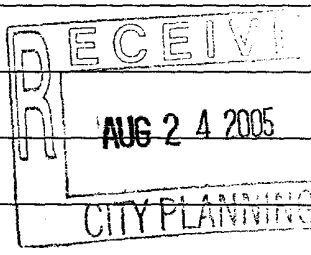
Street Address 6th Street between Jersey Ave and Coles Street		Block(s) and Lot(s) Numbers Block 317.5, Lot 50A	
Site Acreage (including Square Footage and Dimensions) 40,130 sq.ft. or 0.921 acres, and approx. 400 ft. by 100 ft.		Zone District(s): R-1	
Present Use ☒ Vacant ☐ Non-conforming		Redevelopment Area: No	
		Historic District: No	
Proposed Development Name and Nature of Use Subdivision of 16 Proposed Lots with attached 2-Family Housing			
Is the application for a new building on an undeveloped tract? Yes	Is the application for a new tenant and/or occupant of an existing tract? No	Is the application for a new use of an existing building? No	Is the application for the use of a portion of a building? No

City of Jersey
General Development Application
(Page 3 of 4)

Number of New Buildings: Height of each building: 16 attached 2-Family Houses 35 ft. Height	Sq. Ft of New Building(s) by use: Residential _____ Rental Office _____ Industrial _____ Total _____	Number of Dwelling Units (if applicable) Studio _____ 1 Bedroom _____ 2 Bedroom <u>14</u> 3 Bedroom <u>18</u> 4 Bedroom _____ Total _____	
		RECEIVED AUG 24 2005 CITY PLANNING	
% of Lot to be Covered by Pavement 25% Max	Number of Parking Spaces and Dimensions 1 Garage space per unit	Number and Dimensions of Loading Area(s) N/A	
Number of Lots Before Subdivision and square Footage 1 Lot, 40,130 sq.ft.	Number of Lots After Subdivision and square Footage 16 Lots, 2,500 sq.ft.	Are Any New Streets or Utility Extensions Proposed? No	
Are existing streets being widened? No		Are Utilities Underground? Yes	
Public water being extended to the tract? No		Existing Sewage treatment available to tract? Yes	Sewage Treatment to be extended to the tract? No
% of Lot to be Covered by Buildings 60% Max		Gross Floor Area: 4,500s.f. max.	Floor Area Ratio: 1.8 max.
Number of Proposed Signs and Dimensions N/A		Are any structures to be removed? Yes	
Is the Site in a Flood Plain Yes – FEMA Zone A5 (EL.10)		Is the application for additional buildings and/or improvements to a tract having existing buildings and/or improvements? No	
Is Soil Removal or Fill Proposed? Specify Total in Cubic Yards? Yes, approx. 29,000 cu.yds.		Is the Property Within 200 ft. of an Adjacent Municipality? If so, which? No	
Is the Property located with the Morris Canal Redevelopment Area? No		Is the Property on a County Road? No	
Are there deed restrictions, covenants and/or easements Affecting the tract? If yes, attach 2 copies.		Are there any performance guarantees and/or maintenance agreements with the city council? If yes, attach 2 copies.	

CITY OF JERSEY CITY
General Development Application
(Page 4 of 4)

6. HISTORY OF PAST APPROVALS ☒ Check here if none. If there are previous approvals, attach 2

	APPROVED	DENIED	DATE
Subdivision			
Site Plan			
Variance(s)			
Building Permit			

7. FEES (see attached Fee Schedule)

STAFF CALCULATIONS ONLY

Submitted Fee: \$	Submitted Escrow Deposit: \$
	Site Plan Escrow=
Site Plan/Subdiv. Application Fees: \$	Variance Fees: \$
Site Plan=\$800.00,	
Prelim.Sub.=\$2,100.00, Final Sub.=\$1,050.00	
Total Fees: \$	Balance Due: FEE \$ ESCROW \$

8. ATTACHMENTS:

Please ATTACH the required additional forms and information, if applicable (see attached FORMS and CHECKLISTS)

9. CERTIFICATION

I certify that the foregoing statements and the attached materials submitted are true. I further certify that I am the individual applicant or that I am an Officer of the Corporate applicant and that I am authorized to sign the application for the corporation or that I am a general partner of the partnership applicant. I hereby permit authorized City officials to inspect my property in conjunction with this application.

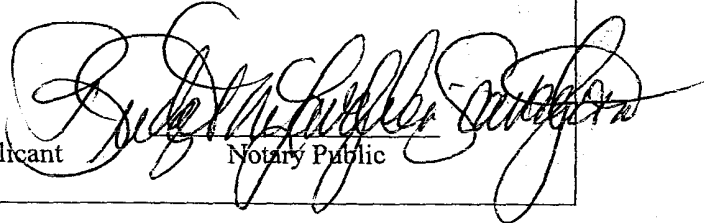
Sworn to and subscribed before me this 18th day of August 2005.

317 Jersey Avenue, LLC

By: 
Carmine R. Alampi, Esq.
Authorized Representative

Bridget McLaughlin-Scarvaglione
Notary Public of New Jersey
My Commission Expires June 24, 2009

By: _____
Property Owner Authorizing Application if other than Applicant


Notary Public

AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY

SS :

COUNTY OF BERGEN

I, Carmine R. Alampi, of full age, being duly sworn according to law depose and say, the following:

1. I am the authorized representative of 317 Jersey Avenue, LLC, the owner of all that certain lot, piece or parcel of land situated, lying and being in the City of Jersey City aforesaid, and known and designated as Block 317.5, Lot 50 A;

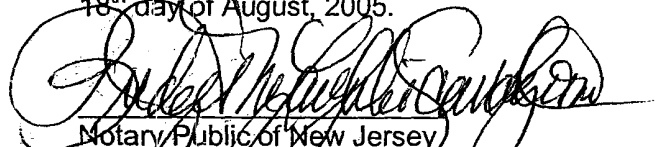
2. I hereby authorize the filing of the annexed application on behalf of 317 Jersey Avenue, LLC.

The foregoing statements made by me are true.

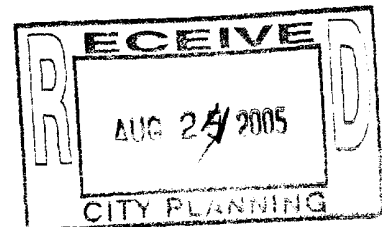


Carmine R. Alampi, Esq.
Authorized Representative

Sworn to before me this
18th day of August, 2005.



Notary Public of New Jersey
Bridget McLaughlin-Scarvagione
My Commission Expires June 24, 2009



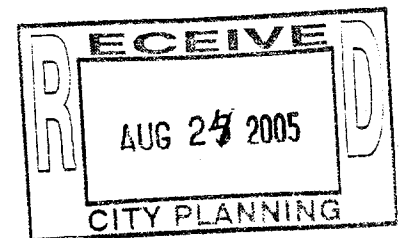
APPLICANT DISCLOSURE STATEMENT

317 JERSEY AVENUE, LLC

**Pursuant to N.J.S. 40:55D-48.1, the names and addresses (and % of interest owned!) of all persons owning 10 % or more of the stock in a corporation or a 10 % interest in any partnership must be disclosed by the applicant. In accordance with N.J.S. 40:55D-48.2 that disclosure requirement applies to any corporation or partnership which owns more than 10 % interest.

Persons or Corporations/Partnerships owning 10% interest or more:

**	Steven L. Hyman	c/o Carmine R. Alampi One University Plaza, Ste 404 Hackensack, NJ 07601 201-343-4600	Sole Shareholder (100 %)
----	-----------------	--	-----------------------------



AFFIDAVIT OF PERFORMANCE

I, Philip A. Smith, P.E.
(~~Property Owner~~/Architect/Engineer)

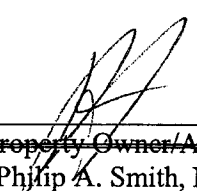
hereby certify that the Site Plan submitted to the Planning Board/Zoning

Board of Adjustment [cross out inapplicable Board] for property at

Sixth Street – between Monmouth Street & Coles Street;

Block(s) 317.5, Lot(s) 50A

is a full and complete representation of the Site Plan and that it shall be completed as submitted.


(~~Property Owner~~/Architect/Engineer)
Philip A. Smith, N.J.P.E. #26997

Sworn before me this

22nd day of August, 2005


Notary Public

MARIA SPERONE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/6/2006

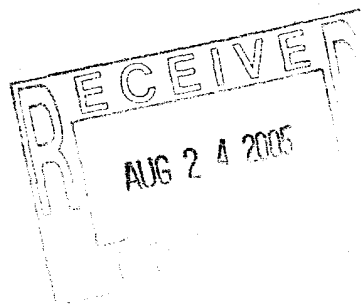


Block 317.5, Lot 50A
Jersey City, NJ
June 10, 2005
030333205

PROJECT SUMMARY

The Subdivision as proposed includes existing Lot 50A in Block 317.5. The existing Lot 50A contains 40,130 sq. ft. or 0.921 acres. The existing lot is proposed to be subdivided to create sixteen (16) new Lots as follows,

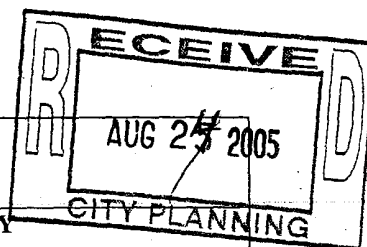
Proposed Lot 50.01 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.02 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.03 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.04 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.05 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.06 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.07 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.08 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.09 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.10 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.11 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.12 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.13 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.14 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.15 which will contain 2,500 sq. ft. or 0.057 acres,
and Proposed Lot 50.16 which will contain 2,630sq. ft. or 0.060 acres.



CITY OF JERSEY CITY

GENERAL DEVELOPMENT APPLICATION

(Page 1 of 4)



THE FOLLOWING SHALL BE COMPLETED BY CITY STAFF ONLY

Date Filed: 8/24/05Application No: P05-112 SP
P05-113 - SUB

GENERAL INSTRUCTIONS: To the extent possible, Applicant shall complete every question. When completed, this application shall be submitted to the Division of City Planning Secretary. The proper application and escrow fees must accompany the application. **Do not advertise for a public hearing until you are advised to do so by the Division of City Planning.**

Indicate to which Board application is being made:

☒ Planning Board☐ Zoning Board of Adjustment

Indicate all approvals being sought (check box(es) below):

☐ Conceptual Plan
Review/Informal Review☒ Prelim. Major Site Plan☐ "A" Appeal☐ "c" Variance(s)☐ Final Major Site Plan☐ Interpretation ("B" Appeal)☐ "d" Variance: use,
density, etc.☒ Prelim. Major Subdivision☐ Waiver of Site Plan Requirements☐ Conditional Use
Variance☒ Final Major Subdivision☐ Other (fill in)☐ Minor Site Plan☐ Minor SubdivisionSections of the Land Development Ordinance from which relief is requested (List Variances): **None**

Applicant's reasons for the Division of City Planning to grant relief:

1.

Name **389 Monmouth Street LLC c/o Carmine Alampi, Attorney for the Applicant**Address **One University Plaza Suite404**City **Hackensack**State **NJ**Zip **07601**

Fax 201-343-4607

T 201-343-4600

2. **PROPERTY OWNER** (if other than applicant)Name **389 Monmouth Street LLC c/o Carmine Alampi, Attorney for the Applicant**Address **One University Plaza Suite404**City **Hackensack**State **NJ**Zip **07601**

Fax 201-343-4607

Tel 201-343-4600

3. **APPLICANT'S ATTORNEY** (if applicable)Name **Carmine A. Alampi**Address **One University Plaza**City **Hackensack**State **NJ**Zip **07601**

Fax 201-343-4607

Tel 201-343-4600

Email **calampi@alampi-law.com**

CITY OF JERSEY CITY
General Development Application
(Page 2 of 4)

4. NAMES OF PLAN PREPARERS

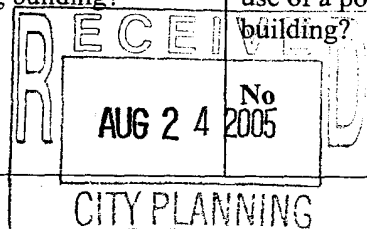
Engineer's Name Philip A. Smith, P.E.		Address Schoor DePalma Engineers and Consultants 20 Waterview Boulevard	
City Parsippany	State NJ	Zip 07054	License NJ PE No. GE26997
Telephone 973-299-7970		Fax 973-334-5588	Email psmith@schoordepalma.com
Surveyor's Name Glen J. Lloyd, PLS		Address Schoor DePalma Engineers and Consultants 20 Waterview Boulevard	
City Parsippany	State NJ	Zip 07054	License # NJ PLS No. GS37598
Telephone 973-299-7970		Fax 973-334-5588	Email glloyd@schoordepalma.com
Architect's Name and/or Landscape Architect Dean Marchetto, AIA		Address Dean Marchetto Architects P.C. 1225 Willow Avenue	
City Hoboken	State NJ	Zip 07030	License # NJ RA No. C07945
Telephone 201-795-1505		Fax 201-795-0171	Email dmarchetto@dmarchitect.com

5. SUBJECT PROPERTY (Provide a color photo of the site)

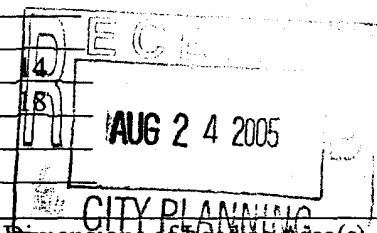
Street Address 6 th Street between Monmouth Street and Brunswick Street	Block(s) and Lot(s) Numbers Block 389.1, Lot 50
Site Acreage (including Square Footage and Dimensions) 40,081 sq.ft. or 0.920 acres, and approx. 400 ft. by 100 ft.	Zone District(s): R-1
Present Use ☒ Vacant ☐ Non-conforming	Redevelopment Area: No
	Historic District: No

Proposed Development Name and Nature of Use
Subdivision of 16 Proposed Lots with attached 2-Family Housing

Is the application for a new building on an undeveloped tract? Yes	Is the application for a new tenant and/or occupant of an existing tract? No	Is the application for a new use of an existing building? No	Is the application for the use of a portion of a building? No
--	--	--	---



City of Jersey
General Development Application
(Page 3 of 4)

Number of New Buildings: Height of each building: 16 attached 2-Family Houses 35 ft. Height	Sq. Ft of New Building(s) by use: Residential _____ Rental Office _____ Industrial _____ Total _____	Number of Dwelling Units (if applicable) Studio _____ 1 Bedroom _____ 2 Bedroom _____ 3 Bedroom _____ 4 Bedroom _____ Total _____ 	
% of Lot to be Covered by Pavement 25% Max	Number of Parking Spaces and Dimensions 1 Garage space per unit	Number and Dimensions of Loading Area(s) N/A	
Number of Lots Before Subdivision and square Footage 1 Lot, 40,081sq.ft.	Number of Lots After Subdivision and square Footage 16 Lots, 2,500 sq.ft.	Are Any New Streets or Utility Extensions Proposed? No	
Are existing streets being widened? No		Are Utilities Underground? Yes	
Public water being extended to the tract? No		Existing Sewage treatment available to tract? Yes	Sewage Treatment to be extended to the tract? No
% of Lot to be Covered by Buildings 60% Max		Gross Floor Area: 4,500s.f. max.	Floor Area Ratio: 1.8 max.
Number of Proposed Signs and Dimensions N/A		Are any structures to be removed? Yes	
Is the Site in a Flood Plain Yes – FEMA Zone A5 (EL.10)		Is the application for additional buildings and/or improvements to a tract having existing buildings and/or improvements? No	
Is Soil Removal or Fill Proposed? Specify Total in Cubic Yards? Yes, approx. 29,000 cu.yds.		Is the Property Within 200 ft. of an Adjacent Municipality? If so, which? No	
Is the Property located with the Morris Canal Redevelopment Area? No		Is the Property on a County Road? No	
Are there deed restrictions, covenants and/or easements Affecting the tract? If yes, attach 2 copies.		Are there any performance guarantees and/or maintenance agreements with the city council? If yes, attach 2 copies.	

CITY OF JERSEY CITY
General Development Application
(Page 4 of 4)

6. HISTORY OF PAST APPROVALS ☒ Check here if none. If there are previous approvals, attach 2

	APPROVED	DENIED	DATE
Subdivision			
Site Plan			
Variance(s)			
Building Permit			

7. FEES (see attached Fee Schedule)

STAFF CALCULATIONS ONLY

Submitted Fee: \$	Submitted Escrow Deposit: \$ Site Plan Escrow=\$.
Site Plan/Subdiv. Application Fees: \$ Site Plan=\$800.00, Prelim.Sub.=\$2,100.00, Final Sub.=\$1,050.00	Variance Fees: \$
Total Fees: \$	Balance Due: FEE \$ ESCROW \$

8. ATTACHMENTS:

Please ATTACH the required additional forms and information, if applicable (see attached FORMS and CHECKLISTS)

9. CERTIFICATION

I certify that the foregoing statements and the attached materials submitted are true. I further certify that I am the individual applicant or that I am an Officer of the Corporate applicant and that I am authorized to sign the application for the corporation or that I am a general partner of the partnership applicant. I hereby permit authorized City officials to inspect my property in conjunction with this application.

Sworn to and subscribed before me this 18th day of August 2005.

389 Monmouth Street, LLC

By: Carmin R. Alampi
Carmin R. Alampi, Esq.
Authorized Representative

Bridget McLaughlin-Scarvaglionne
Notary Public of New Jersey
My Commission Expires June 24, 2009

By: _____
Property Owner Authorizing Application if other than Applicant

Bridget McLaughlin-Scarvaglionne
Notary Public

AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY

SS :

COUNTY OF BERGEN

I, Carmine R. Alampi, of full age, being duly sworn according to law depose and say, the following:

1. I am the authorized representative of 389 Monmouth Street, LLC, the owner of all that certain lot, piece or parcel of land situated, lying and being in the City of Jersey City aforesaid, and known and designated as Block 389.1, Lot 50;

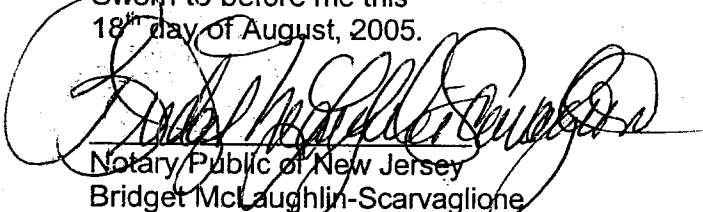
2. I hereby authorize the filing of the annexed application on behalf of 389 Monmouth Street, LLC.

The foregoing statements made by me are true.

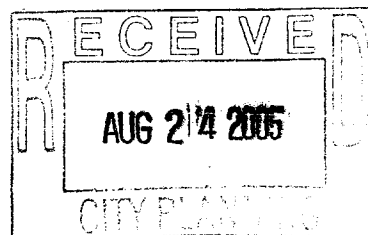


Carmine R. Alampi, Esq.
Authorized Representative

Sworn to before me this
18th day of August, 2005.



Notary Public of New Jersey
Bridget McLaughlin-Scarvaglion
My Commission Expires June 24, 2009



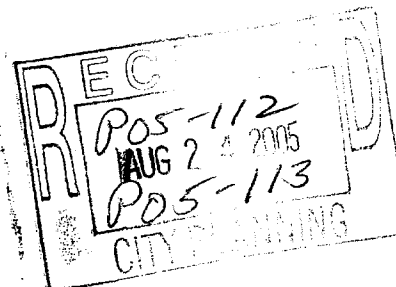
APPLICANT DISCLOSURE STATEMENT

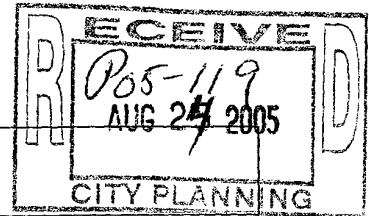
389 MONMOUTH STREET, LLC

****Pursuant to N.J.S. 40:55D-48.1, the names and addresses(and % of interest owned!) of all persons owning 10 % or more of the stock in a corporation or a 10 % interest in any partnership must be disclosed by the applicant. In accordance with N.J.S. 40:55D-48.2 that disclosure requirement applies to any corporation or partnership which owns more than 10 % interest.**

Persons or Corporations/Partnerships owning 10% interest or more:

**	Steven L. Hyman	c/o Carmine R. Alampi One University Plaza, Ste 404 Hackensack, NJ 07601 201-343-4600	Sole Shareholder (100 %)
----	-----------------	--	-----------------------------





CITY OF JERSEY CITY

GENERAL DEVELOPMENT APPLICATION

(Page 1 of 4)

THE FOLLOWING SHALL BE COMPLETED BY CITY STAFF ONLY

Date Filed: 8/24/05Application No: P05-119 SP
P05-118 Sub

GENERAL INSTRUCTIONS: To the extent possible, Applicant shall complete every question. When completed, this application shall be submitted to the Division of City Planning Secretary. The proper application and escrow fees must accompany the application. **Do not advertise for a public hearing until you are advised to do so by the Division of City Planning.**

Indicate to which Board application is being made:

☒ Planning Board☐ Zoning Board of Adjustment

Indicate all approvals being sought (check box(es) below):

☐ Conceptual Plan
Review/Informal Review☒ Prelim. Major Site Plan☐ "A" Appeal☐ "c" Variance(s)☐ Final Major Site Plan☐ Interpretation ("B" Appeal)☐ "d" Variance: use,
density, etc.☒ Prelim. Major Subdivision☐ Waiver of Site Plan Requirements☐ Conditional Use
Variance☒ Final Major Subdivision☐ Other (fill in)☐ Minor Site Plan☐ Minor SubdivisionSections of the Land Development Ordinance from which relief is requested (List Variances): None

Applicant's reasons for the Division of City Planning to grant relief:

1.

Name **354 Cole Street LLC c/o Carmine A. Alampi,**
Attorney for the ApplicantAddress **One University Plaza**
Suite404City **Hackensack**State **NJ**Zip **07601**

Fax 201-343-4607

T 201-343-4600

2. **PROPERTY OWNER** (if other than applicant)Name **354 Cole Street LLC c/o Carmine A. Alampi,**
Attorney for the ApplicantAddress **One University Plaza**
Suite404City **Hackensack**State **NJ**Zip **07601**

Fax 201-343-4607

Tel 201-343-4600

3. **APPLICANT'S ATTORNEY** (if applicable)Name **Carmine A. Alampi**Address **One University Plaza**City **Hackensack**State **NJ**Zip **07601**

Fax 201-343-4607

Tel 201-343-4600

Email **calampi@alampi-law.com**

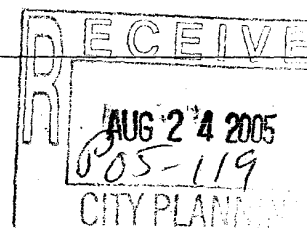
CITY OF JERSEY CITY
General Development Application
(Page 2 of 4)

4. NAMES OF PLAN PREPARERS

Engineer's Name Philip A. Smith, P.E.		Address Schoor DePalma Engineers and Consultants 20 Waterview Boulevard	
City Parsippany	State NJ	Zip 07054	License NJ PE No. GE26997
Telephone 973-299-7970		Fax 973-334-5588	Email psmith@schoordepalma.com
Surveyor's Name Glen J. Lloyd, PLS		Address Schoor DePalma Engineers and Consultants 20 Waterview Boulevard	
City Parsippany	State NJ	Zip 07054	License # NJ PLS No. GS37598
Telephone 973-2997970		Fax 973-334-5588	Email glloyd@schoordepalma.com
Architect's Name and/or Landscape Architect Dean Marchetto, AIA		Address Dean Marchetto Architects P.C. 1225 Willow Avenue	
City Hoboken	State NJ	Zip 07030	License # NJ RA No. C07945
Telephone 201-795-1505		Fax 201-795-0171	Email dmarchetto@dmarchitect.com

5. SUBJECT PROPERTY (Provide a color photo of the site)

Street Address 6th Street between Coles and Monmouth Streets		Block(s) and Lot(s) Numbers Block 354.1, Lot 50A	
Site Acreage (including Square Footage and Dimensions) 40,061 sq.ft. or 0.920 acres, and approx. 400 ft. by 100 ft.		Zone District(s): R-1	
Present Use	☒ Vacant ☐ Non-conforming	Redevelopment Area: No	
Historic District: No			
Proposed Development Name and Nature of Use Subdivision of 16 Proposed Lots with attached 2-Family Housing			
Is the application for a new building on an undeveloped tract? Yes	Is the application for a new tenant and/or occupant of an existing tract? No	Is the application for a new use of an existing building? No	Is the application for the use of a portion of a building? No



City of Jersey
General Development Application
(Page 3 of 4)

Number of New Buildings: Height of each building: 16 attached 2-Family Houses 35 ft. Height	Sq. Ft of New Building(s) by use: Residential _____ Rental Office _____ Industrial _____ Total _____	Number of Dwelling Units (if applicable) Studio _____ 1 Bedroom _____ 2 Bedroom <u>14</u> 3 Bedroom <u>18</u> 4 Bedroom _____ Total _____	
% of Lot to be Covered by Pavement 25% Max	Number of Parking Spaces and Dimensions 1 Garage space per unit	Number and Dimensions of Loading Area(s) N/A	
Number of Lots Before Subdivision and square Footage 1 Lot, 40,061 sq.ft.	Number of Lots After Subdivision and square Footage 16 Lots, 2,500 sq.ft.	Are Any New Streets or Utility Extensions Proposed? No	
Are existing streets being widened? No		Are Utilities Underground? Yes	
Public water being extended to the tract? No		Existing Sewage treatment available to tract? Yes	Sewage Treatment to be extended to the tract? No
% of Lot to be Covered by Buildings 60% Max		Gross Floor Area: 4,500s.f. max.	Floor Area Ratio: 1.8 max.
Number of Proposed Signs and Dimensions N/A		Are any structures to be removed? Yes	
Is the Site in a Flood Plain Yes - FEMA Zone A5 (EL.10)		Is the application for additional buildings and/or improvements to a tract having existing buildings and/or improvements? No	
Is Soil Removal or Fill Proposed? Specify Total in Cubic Yards? Yes, approx. 38,000 cu.yds.		Is the Property Within 200 ft. of an Adjacent Municipality? If so, which? No	
Is the Property located with the Morris Canal Redevelopment Area? No		Is the Property on a County Road? No	
Are there deed restrictions, covenants and/or easements Affecting the tract? If yes, attach 2 copies.		Are there any performance guarantees and/or maintenance agreements with the city council? If yes, attach 2 copies.	

AUG 24 2005
 005-119
 CITY PLANNING

CITY OF JERSEY CITY
General Development Application
(Page 4 of 4)

6. HISTORY OF PAST APPROVALS ☒ Check here if none. If there are previous approvals, attach 2

	APPROVED	DENIED	DATE
Subdivision			
Site Plan			
Variance(s)			
Building Permit			

7. FEES (see attached Fee Schedule)

STAFF CALCULATIONS ONLY

Submitted Fee: \$	Submitted Escrow Deposit \$	RECEIVED AUG 24 2005 POS-119 CITY PLANNING
Site Plan/Subdiv. Application Fees: \$	Site Plan Escrow=	
Site Plan=\$800.00, Prelim.Sub.=\$2,100.00, Final Sub.=\$1,050.00	Variance Fees: \$	
Total Fees: \$	Balance Due: FEE \$	
	ESCROW \$	

8. ATTACHMENTS:

Please ATTACH the required additional forms and information, if applicable (see attached FORMS and CHECKLISTS)

9. CERTIFICATION

I certify that the foregoing statements and the attached materials submitted are true. I further certify that I am the individual applicant or that I am an Officer of the Corporate applicant and that I am authorized to sign the application for the corporation or that I am a general partner of the partnership applicant. I hereby permit authorized City officials to inspect my property in conjunction with this application.

Sworn to and subscribed before me this 18th day of August 2005.

354 Cole Street, LLC

By:

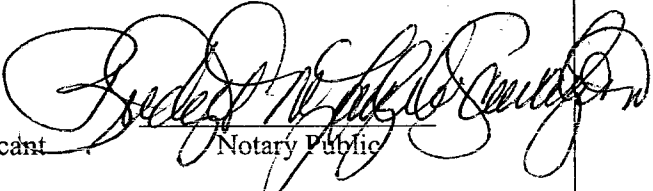


Carmine R. Alampi, Esq.
Authorized Representative

Bridget McLaughlin-Scarvaglionone
Notary Public of New Jersey
My Commission Expires June 24, 2009

By:

Property Owner Authorizing Application if other than Applicant


Notary Public

AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY

SS :

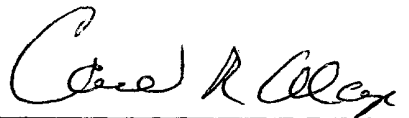
COUNTY OF BERGEN

I, Carmine R. Alampi, of full age, being duly sworn according to law depose and say, the following:

1. I am the authorized representative of 354 Cole Street, LLC, the owner of all that certain lot, piece or parcel of land situated, lying and being in the City of Jersey City aforesaid, and known and designated as Block 354.1, Lot 50 A;

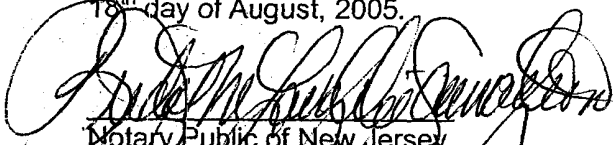
2. I hereby authorize the filing of the annexed application on behalf of 354 Cole Street, LLC.

The foregoing statements made by me are true.

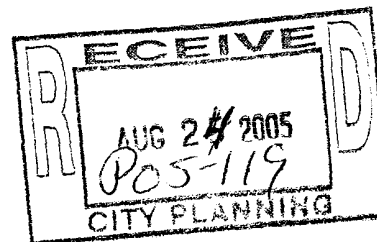


Carmine R. Alampi, Esq.
Authorized Representative

Sworn to before me this
18th day of August, 2005.



Notary Public of New Jersey
Bridget McLaughlin-Scarvaglione
My Commission Expires June 24, 2009



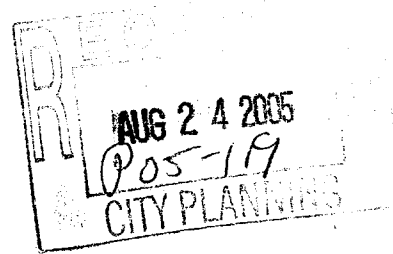
APPLICANT DISCLOSURE STATEMENT

354 COLE STREET, LLC

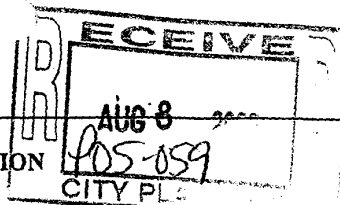
**Pursuant to N.J.S. 40:55D-48.1, the names and addresses (and % of interest owned!) of all persons owning 10 % or more of the stock in a corporation or a 10 % interest in any partnership must be disclosed by the applicant. In accordance with N.J.S. 40:55D-48.2 that disclosure requirement applies to any corporation or partnership which owns more than 10 % interest.

Persons or Corporations/Partnerships owning 10% interest or more:

**	Steven L. Hyman	c/o Carmine R. Alampi One University Plaza, Ste 404 Hackensack, NJ 07601 201-343-4600	Sole Shareholder (100 %)
----	-----------------	--	-----------------------------



Revised



CITY OF JERSEY CITY

GENERAL DEVELOPMENT APPLICATION

(Page 1 of 4)

THE FOLLOWING SHALL BE COMPLETED BY CITY STAFF ONLY

Date Filed: 5/25/05

Application No: 105-059

GENERAL INSTRUCTIONS: To the extent possible, Applicant shall complete every question. When completed, this application shall be submitted to the Division of City Planning Secretary. The proper application and escrow fees must accompany the application. **Do not advertise for a public hearing until you are advised to do so by the Division of City Planning.**

Indicate to which Board application is being made:

☒ Planning Board

☐ Zoning Board of Adjustment

Indicate all approvals being sought (check box(es) below):

☐ Conceptual Plan Review/Informal Review

☐ Prelim. Major Site Plan

☐ "A" Appeal

☐ "c" Variance(s)

☐ Final Major Site Plan

☐ Interpretation ("B" Appeal)

☐ "d" Variance: use, density, etc.

☒ Prelim. Major Subdivision

☐ Waiver of Site Plan Requirements

☐ Conditional Use Variance

☒ Final Major Subdivision

☐ Other (fill in)

☐ Minor Site Plan

☐ Minor Subdivision

Sections of the Land Development Ordinance from which relief is requested (List Variances):

Applicant's reasons for the Division of City Planning to grant relief:

1. APPLICANT

Name: SLH Holding Corporation c/o Carmine R. Alampi, Attorney for the Applicant

Address One University Plaza Suite 404, Hackensack, NJ 07601

*Co-Applicant: Claudia Jastrzebski, (as to Subdivision Application)

234 Beacon Ave, Jersey City NJ 07306

City

State

Zip

Fax

Telephone

2. PROPERTY OWNER (if other than applicant)*Claudia Jastrzebski: owner of parcel B 415 L 51

Name

415 Brunswick Street, L.L.C.

Address

One University Plaza, Ste 404

City Hackensack

State NJ

Zip

07601

Fax

Telephone

201-343-4607 201-343-4600

3. APPLICANT'S ATTORNEY (if applicable)

Name Carmine R. Alampi

Address One University Plaza

City Hackensack

State NJ

Zip 07601

Fax

201.343.4607

Telephone

201.343.4600

Email calampi@alampi-law.com

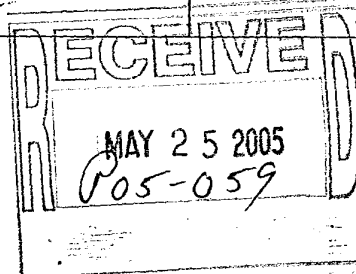
CITY OF JERSEY CITY
General Development Application
(Page 2 of 4)

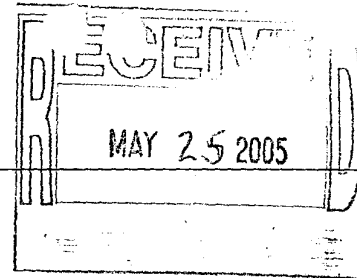
4. NAMES OF PLAN PREPARERS

Engineer's Name Philip A. Smith, PE		Address Schoor DePalma Engineers 20 Waterview Boulevard	
City Parsippany	State NJ	Zip 07054	License # NJ PE No. GE 26997
Telephone 973-299-7970		Fax 973-334-5588	Email psmith@schoordepalma.com
Surveyor's Name Glen J. Lloyd		Address Schoor DePalma 20 Waterview Blvd	
City Parsippany	State NJ	Zip 07054	License # NJ PLS No. GS37598
Telephone 973-299-7970		Fax 973-334-5588	Email glloyd@schoordepalma.com
Architect's Name and/or Landscape Architect Stephen L. Borghi		Address Schoor DePalma 20 Waterview Blvd	
City Parsippany	State NJ	Zip 07054	License # NJCLA No.00130
Telephone 973-299-7970		Fax 973-334-5588	Email sborghi@schoordepalma.com

5. SUBJECT PROPERTY (Provide a color photo of the site)

Street Address		Block(s) and Lot(s) Numbers Block 415 Lots 50 & 51	
Site Acreage (including Square Footage and Dimensions) Lot 50=0.517 AC = 22,529s.f.=74' x 400' Exist. Lot 51=0.399 AC = 17,385s.f.=57' x 400'		Zone District(s): R-1	
Present Use	☐ Vacant ☐ Non-conforming	Redevelopment Area: No	
Parking Lot		Historic District: No	
Proposed Development Name and Nature of Use Two family detached			
Is the application for a new building on an undeveloped tract?	Is the application for a new tenant and/or occupant of an existing tract?	Is the application for a new use of an existing building?	Is the application for the use of a portion of a building?
No	No	No	No

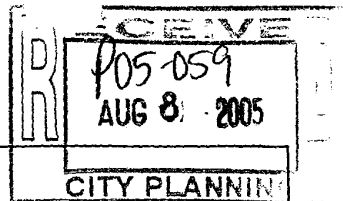




City of Jersey
General Development Application
(Page 3 of 4)

Number of New Buildings: Height of each building: 6 buildings 35 ft. height	Sq. Ft of New Building(s) by use: 20'x60'x 2 1/2 story Residential 3,000 sf./bldg Rental Office _____ Industrial _____ Total _____	Number of Dwelling Units (if applicable) Studio _____ 1 Bedroom _____ 2 Bedroom _____ 3 Bedroom -12 units 4 Bedroom _____ Total 36 bedrooms	
% of Lot to be Covered by Pavement N/A	Number of Parking Spaces and Dimensions N/A	Number and Dimensions of Loading Area(s) N/A	
Number of Lots Before Subdivision and square Footage 2 lots 39,913 s.f.	Number of Lots After Subdivision and square Footage 7 lots 39,913 s.f.	Are Any New Streets or Utility Extensions Proposed? No	
Are existing streets being widened? No		Are Utilities Underground? Yes	
Public water being extended to the tract? No		Existing Sewage treatment available to tract? Yes	Sewage Treatment to be extended to the tract? No
% of Lot to be Covered by Buildings 48 %		Gross Floor Area:	Floor Area Ratio:
Number of Proposed Signs and Dimensions N/A		Are any structures to be removed? No	
Is the Site in a Flood Plain Yes - per FEMA Zone A5(EL.10)		Is the application for additional buildings and/or improvements to a tract having existing buildings and/or improvements? No	
Is Soil Removal or Fill Proposed? Specify Total in Cubic Yards? No		Is the Property Within 200 ft. of an Adjacent Municipality? If so, which? No	
Is the Property located with the Morris Canal Redevelopment Area? No		Is the Property on a County Road? No	
Are there deed restrictions, covenants and/or easements Affecting the tract? If yes, attach 2 copies.		Are there any performance guarantees and/or maintenance agreements with the city council? If yes, attach 2 copies.	

Attested August 4, 2005



CITY OF JERSEY CITY
General Development Application
(Page 4 of 4)

6. HISTORY OF PAST APPROVALS ☒ Check here if none. If there are previous approvals, attach 2

	APPROVED	DENIED	DATE
Subdivision			
Site Plan			
Variance(s)			
Building Permit			

7. FEES (see attached Fee Schedule)

STAFF CALCULATIONS ONLY

Submitted Fee: \$

Submitted Escrow Deposit: \$

Site Plan/Subdiv. Application Fees: \$

Variance Fees: \$

Total Fees: \$

Balance Due: FEE \$

ESCROW \$

8. ATTACHMENTS:

Please ATTACH the required additional forms and information, if applicable (see attached FORMS and CHECKLISTS)

9. CERTIFICATION

I certify that the foregoing statements and the attached materials submitted are true. I further certify that I am the individual applicant or that I am an Officer of the Corporate applicant and that I am authorized to sign the application for the corporation or that I am a general partner of the partnership applicant. I hereby permit authorized City officials to inspect my property in conjunction with this application.

Sworn to and subscribed before me this: 4th day of August, 2005

SLH Holding Corporation

By:

Carmine R. Alampi
Carmine R. Alampi, Attorney for Applicant

415 Brunswick Street, L.L.C.

By:

Carmine R. Alampi
Carmine R. Alampi, Authorized Representative
Property Owner Authorizing Application if other than Applicant

Owner of parcel B 415 Lot 50 a/k/a Lot 50.PL

Bridget McLaughlin-Scarvaglion
Bridget McLaughlin-Scarvaglion
Notary Public of New Jersey
My Commission Expires
June 24, 2009

CITY OF JERSEY CITY
General Development Application
(Page 4 of 4)

6. HISTORY OF PAST APPROVALS ☒ Check here if none. If there are previous approvals, attach 2

	APPROVED	DENIED	DATE
Subdivision			
Site Plan			
Variance(s)			
Building Permit			

7. FEES (see attached Fee Schedule)

STAFF CALCULATIONS ONLY

Submitted Fee: \$	Submitted Escrow Deposit: \$
Site Plan/Subdiv. Application Fees: \$	Variance Fees: \$
Total Fees: \$	Balance Due: FEE \$ ESCROW \$

8. ATTACHMENTS:

Please ATTACH the required additional forms and information, if applicable (see attached FORMS and CHECKLISTS)

9. CERTIFICATION

I certify that the foregoing statements and the attached materials submitted are true. I further certify that I am the individual applicant or that I am an Officer of the Corporate applicant and that I am authorized to sign the application for the corporation or that I am a general partner of the partnership applicant. I hereby permit authorized City officials to inspect my property in conjunction with this application.

Sworn to and subscribed before me this 24 day of May, 2005.

By:

John K. Fiorilla

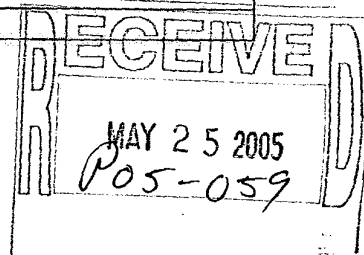
JOHN K. FIORILLA - AN ATTORNEY AT LAW OF NJ
Consolidated Rail Corporation

By:

Robert W. Ryan

Property Owner Authorizing Application if other than Applicant

Owner of parcel B 415 Lot 50 a/k/a Lot 50.PL



AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY

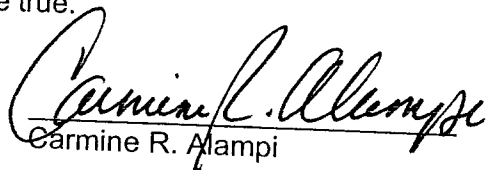
SS :

COUNTY OF BERGEN

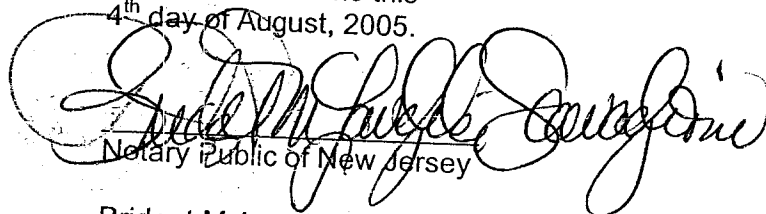
I, Carmine R. Alampi, of full age, being duly sworn according to law depose and say, the following:

1. I am the authorized representative of 415 Brunswick Street, LLC, the owner of all that certain lot, piece or parcel of land situated, lying and being in the City of Jersey City aforesaid, and known and designated as Block 415, Lot 50 (a/k/a Lot 50.PL);
2. I hereby authorize the applicant, SLH Holding Corporation, to make the annexed application on its behalf.

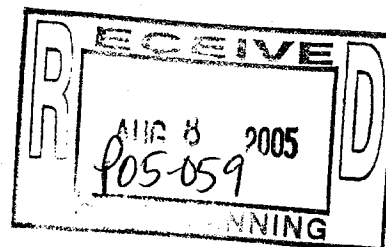
The foregoing statements made by me are true.


Carmine R. Alampi

Sworn to before me this
4th day of August, 2005.


Notary Public of New Jersey

Bridget McLaughlin-Scarvaglion
My Commission Expires June 24, 2009

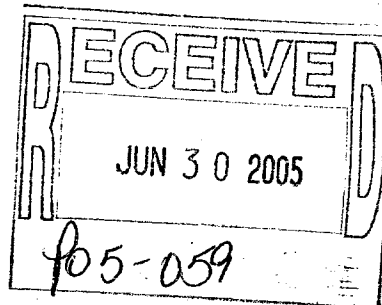


APPLICANT DISCLOSURE STATEMENT
SLH HOLDING CORPORATION

**Pursuant to N.J.S. 40:55D-48.1, the names and addresses (and % of interest owned!) of all persons owning 10 % or more of the stock in a corporation or a 10 % interest in any partnership must be disclosed by the applicant. In accordance with N.J.S. 40:55D-48.2 that disclosure requirement applies to any corporation or partnership which owns more than 10 % interest.

Persons or Corporations/Partnerships owning 10% interest or more:

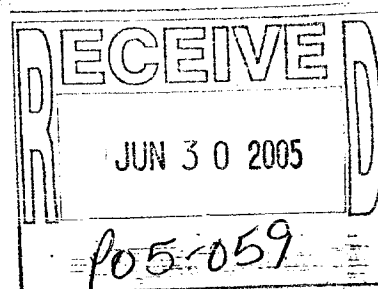
**	Steven L. Hyman	c/o Carmine R. Alampi One University Plaza, Ste 404 Hackensack, NJ 07601 201-343-4600	Sole Shareholder (100 %)
----	-----------------	--	-----------------------------



OWNERSHIP DISCLOSURE STATEMENT

CLAUDIA JASTRZEBSKI

Claudia Jastrzebski, is the sole owner of all that certain lot, piece or parcel of land situated, lying and being in the City of Jersey City aforesaid, and known and designated as Block 415, Lot 51;



AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY

COUNTY OF HUDSON

SS :

I, Claudia Jastrzebski, of full age, being duly sworn according to law depose and say, the following:

1. I am the owner of all that certain lot, piece or parcel of land situated, lying and being in the City of Jersey City aforesaid, and known and designated as Block 415, Lot 51;

2. I hereby authorize the applicant, SLH Holding Corporation, to make the annexed application on its behalf.

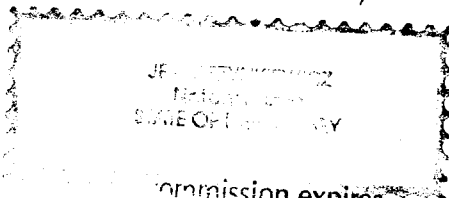
The foregoing statements made by me are true.


CLAUDIA JASTRZEBSKI

Sworn to before me this
day of May, 2005.


Notary Public of New Jersey

18 day of May 2005



Commission expires
May 5, 2008

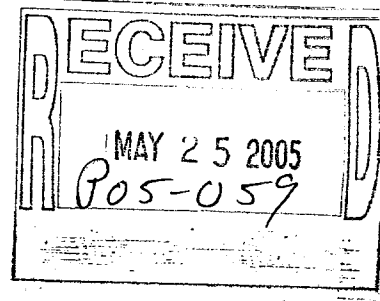


Exhibit C: Appendix III

COPY

FILED

NOV 28 2005

Michele R. Donato, Esq.
106 Grand Central Avenue
P.O. Box 145
Lavallette, NJ 08735-0145
(732) 830-0777
Attorney for Plaintiffs

MAURICE J. GALLIPOLI, A.J.S.C.

212 MARIN BOULEVARD, LLC,
247 MANILA AVENUE, LLC,
280 ERIE STREET, LLC,
317 JERSEY AVENUE, LLC,
354 COLE STREET, LLC,
389 MONMOUTH STREET, LLC,
415 BRUNSWICK STREET, LLC,
446 NEWARK AVENUE, LLC and
CLAUDIA JASTRZEBSKI,

Plaintiffs,

v.

CITY OF JERSEY CITY, JOANNE
MONAHAN, ASSISTANT
CORPORATION COUNSEL AND THE
PLANNING BOARD OF THE CITY OF
JERSEY CITY,

Defendants.

SUPERIOR COURT OF NEW JERSEY
HUDSON COUNTY
LAW DIVISION
DOCKET NO. L-4908-05

Civil Action

ORDER REMANDING APPLICATION
TO THE PLANNING BOARD AND
IMPOSING RESTRAINTS

THIS MATTER having been heard by the Court on Order to Show Cause why preliminary injunctive relief should not be granted remanding the application to the Jersey City Planning Board and for other relief; and

Michele R. Donato, Esq., Edward McKirdy, Esq. and Carmine Alampi, Esq. appearing on behalf of Plaintiffs' Vincent

LaPaglia, appearing on behalf of Defendant Planning Board of Jersey City; and John J. Curley, Esq., appearing on behalf of the City of Jersey City and Corporation Counsel; and

The Court having reviewed the record below and having considered the submissions of counsel for the parties and having heard oral argument:

IT IS on this 28th day of November 2005 ORDERED as follows:

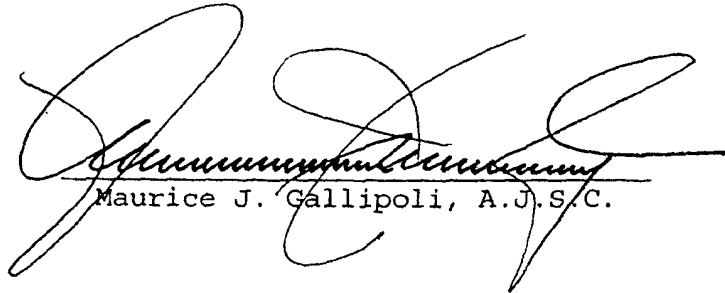
1. The application of 415 BRUNSWICK STREET, LLC and CLAUDIA JASTRZEBSKI for property known as Block 415, Lot 50 and 51 in the City of Jersey City is remanded to the Jersey City Planning Board for a decision on the merits of the application in accordance with the Municipal Land Use Law.

2. The City of Jersey City, Corporation Counsel, and the City's agents, attorneys and consultants are enjoined from raising and presenting any issues before the Planning Board regarding the issues of railroad abandonment, the validity of title, ownership of Plaintiffs' property and the possible condemnation of Plaintiffs' property.

3. The Jersey City Planning Board is enjoined from considering any evidence or information regarding the issues of railroad abandonment, the validity of the title, ownership of Plaintiffs' property and the possible condemnation of Plaintiffs' property.

4. The Planning Board shall render a final decision on the application no later than December 31, 2005. The Planning Board's decision shall not be based on abandonment, validity of title and ownership of Plaintiffs' property and the possible condemnation of Plaintiffs' property, but shall be based on legitimate land use considerations as set forth in the Zoning Ordinance of the City of Jersey City.

5. In the event that the Planning Board does not render a decision by December 31, 2005, Plaintiffs shall be entitled to a default approval of the application pursuant to N.J.S.A. 40:55D-10.4.



Maurice J. Gallipoli, A.J.S.C.

Reasons on the record.

Exhibit D

BEFORE THE SURFACE TRANSPORTATION BOARD

Finance Docket No. 34818

Rails to Trails Conservancy,
Jersey City, and
Pennsylvania Railroad Harsimus Stem
Embankment Coalition, petitioners --
Petition for a Declaratory Order

VERIFIED STATEMENT OF
ANDREW STRAUSS

I, Andrew Strauss, make this Verified Statement in support of the Petition for a Declaratory Order filed by petitioners Jersey City, et al. in the above-captioned proceeding.

1. I am a principal of Strauss and Associates, a firm specializing in land use planning and acquisition of land for beneficial public use. My resume is attached. I was retained to assist the Embankment Coalition, one of the petitioners in the above-captioned proceeding, in its efforts to acquire, preserve and develop the portion of the Harsimus Branch containing the so-called Sixth Street Embankment for park, open space, trail and other compatible purposes.

2. In the course of my efforts, I attended a meeting on March 16, 2004 in the office of the late Jersey City Mayor Cunningham. Mayor Cunningham, other City officers and employees, representatives of Conrail, and representatives of the Embankment Coalition were present. My contemporaneous notes, although brief, indicate principal attendees. They are attached hereto.

3. At the March 16 meeting, Conrail took the position that the Embankment was "railroad property and therefore immune from condemnation." Insofar as I am aware, Conrail's position that federal jurisdiction preempted Jersey City from using state law eminent domain power was accepted by Jersey City. Although I am not an attorney, I do know as a licensed professional planner in New Jersey that the only basis for a freight railroad line being immune from condemnation is when it falls under federal freight railroad regulatory jurisdiction. This puzzled me, for Conrail's proposed sale of the property to a developer suggested that the property was not under federal jurisdiction, because such a sale would be illegal unless Conrail first obtained abandonment authority. It therefore appeared to me that perhaps Conrail had obtained abandonment authority.

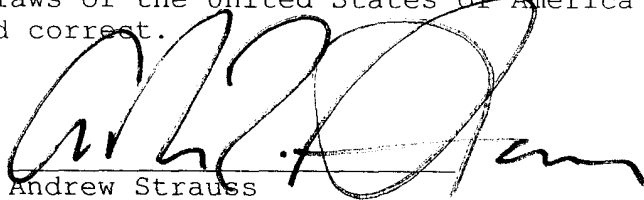
4. In light of this confusing situation, I undertook, at the request of the Embankment Coalition, a research project and technical review to determine whether Conrail had obtained an abandonment authorization covering the portion of the Harsimus Branch containing the Embankment. I prepared a memorandum, dated November 17, 2004 (attached hereto), to Maureen Crowley, president of the Embankment Coalition, which summarized my research. As detailed in the Memorandum, I diligently inquired of the Surface Transportation Board for records of any abandonment. STB staff could locate no records, nor could I find any records by other

means.

5. Based on my discussions with STB staff, I understand that STB lacks jurisdiction over "spurs." In that event, STB would not require STB abandonment authority, although, at the same time, Conrail's claim that the property was immune from condemnation may not be correct. While I am not an attorney, I would find it very unlikely that the Harsimus Branch was a mere spur. The Harsimus Branch contained multiple lines of track and was the Pennsylvania Railroad's main line into an important harbor facility.

Pursuant to 28 U.S.C. § 1746, I declare and verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 1.6.06.


Andrew Strauss

200 WEST STATE STREET
TRENTON NJ 08608
PHONE: 609/695-2777
FAX: 609/695-1222

ANDREW L. STRAUSS, AICP / PP

Strauss and Associates / Planners

Selected Curriculum Vitae

December 2005

Planning Practice

I have been engaged professionally in complex planning and land use matters since 1986. Subjects I have managed include: zoning code, master plans, redevelopment and waterfront plans, low- and moderate-income housing, development fee programs, demographics, real estate analysis, expert testimony and acquisition of land for public recreational purposes. I am principal of the firm, Strauss and Associates / Planners.

Education

M.C.P., University of Pennsylvania, Philadelphia, Pennsylvania (1986)
Departmental Fellow, University of Pennsylvania (1984-1986)
B.A., Grinnell College, Grinnell, Iowa (1982)

Experience

Principal, Strauss and Associates / Planners, Trenton, New Jersey, 1995 to present.
Lecturer, Waterfront Planning and Zoning, New York University, Wagner School of Planning and Public Policy, 1995 to 1998
Project Manager, Trust for Public Land, New Jersey Field Office, Morristown, NJ, 1990-1995.
Policy Advisor, Governor Thomas H. Kean, Office of Policy and Planning, Trenton, NJ, 1986-90.

Affiliations

Member, American Institute of Certified Planners (AICP)
Licensed Professional Planner (NJ License No. 4850)
Member, American Planning Assn.; Land Use Law Div.; Planning and Environment Div.
Member, Governor's Dredged Materials Management Team*
Board Member / Vice President, Jewish Community Center of the Delaware Valley
Vice Chair, Lower Makefield Township Planning Commission (PA)
Member, Dodge Foundation / OSI / New Jersey Grant Advisory Board
Executive Committee, Sierra Club, New Jersey Chapter*
Trustee, Barnegat Bay Environmental Grant Fund*

Articles / Publications

Expecting the Unexpected on Perth Amboy's Central Waterfront, Planners' Journal, American Planning Association, New Jersey Chapter, Summer, 1997
The Century Plan, Editor. P. Blanchard, author, The Trust for Public Land, New York, 1995.
Jarmer Award, Best Environmental Plan, Am. Planning Assn., New Jersey Chapter,
The Hudson River Waterfront Walkway in Jersey City: Quiet Revolution or Noisy Evolution?
Planners' Journal, American Planning Association, New Jersey Chapter, Winter 1995.
New Jersey's Gold Coast: Revisiting Public Access and the Hudson River Waterfront Walkway,
G. Wang, co-author, Carolina Planning, Univ. of North Carolina / Chapel Hill, 1992.

* Term / commitment completed.

Research Directions

Over the last two months Strauss and Associates has conducted an extensive research effort to determine the official abandonment status of the Harsimus Branch Embankment. After searching various websites and speaking to numerous state and federal railroad officials, we have come to the conclusion that the Harsimus Branch Embankment has not been abandoned through any recorded or adequately documented legal means. Likewise there is no record of any official discontinuance of rail service on the subject property. However, because of the absence of a recorded abandonment order and removal of the tracks and cross-bridges, Conrail retains the right (or could be required) to commence legal abandonment. If so, Conrail will most certainly claim what is known as the class exemption for out-of-service lines, which speeds up the usual abandonment process considerably.

No assumptions should be made however. Because in general railroads are not permitted to remove trackage unless they have abandoned the railroad line, there are two additional possibilities to consider: First, that perhaps Conrail did procedurally abandon the Harsimus Embankment back in the early 1990s and we just cannot find any record of it; or Second, that Conrail will maintain that the Harsimus Branch Embankment is a spur or a sidetrack, in which case a realty transaction would be exempt from regulation by the Surface Transportation Board (STB). Under the second scenario, the Embankment would not need to be abandoned under the auspices of the STB, but still leaves open the question of reversionary rights of original property owners if (portions of) the property was not owned in-fee by the railroad.

In order to clear up the confusion over the status of the Embankment, it is recommended that the City file a petition for a declaratory order with the STB and ask the Board to declare whether or not the line was abandoned and no longer subject to STB oversight, and if it was abandoned, whether or not it still remains part of protected rail operations. The standard \$1,400 fee for filing this petition may be waived given the public interest purpose of the application.

Findings

Strauss and Associates concludes that there has been no legal procedural abandonment of the Harsimus Branch Embankment. As noted, because there has been no train traffic on the Harismus Branch in over ten years (well beyond the two-year threshold), Conrail retains the right to invoke the class exemption for out-of-service lines and avoid normal regulatory scrutiny of rail line abandonment by the STB in the instance that is required to file an abandonment (See, Appendix B - STB's Spur and Industrial Side-track Exemption Policy, which includes a discussion of 'spur use' criteria and federal case law). Under the ICC Termination Act, 49 U.S.C. 10502, a railroad company can abandon an out-of-service line simply by filing an exemption notice with the STB certifying that no traffic has moved on the line for two years. Unlike the usual application process for railroad line abandonment, no Notice of Intent to Abandon or System Diagram Map or Narrative Notice is required. However, ten days before filing the exemption notice with the STB, Conrail would have to notify the New Jersey Board of Public Utilities or equivalent agency of its intention to do so. Conrail would also have to send an advance environmental notice to the State of New Jersey, including the New Jersey State Historic Preservation Office in accordance with the STB regulation 49 CFR 1105.11. A complete list of required State of New Jersey contacts has been furnished to Strauss and Associates by STB legal staff, and is included at Appendix C.

With respect to exemption procedure, the STB will publish an exemption notice in the Federal Register within 20 days after it is filed. Thirty days after the Federal Register notice, the railroad may abandon the line, unless the Board stays the exemption. Requests to stay the abandonment process may be made based on environmental or historic preservation concerns. A stay request may be filed at any time but must allow the STB sufficient time to consider and act on the petition before the abandonment becomes effective. Given the Embankment's listing on the New Jersey State Historic Register and its eligibility for the National Register of Historic Resources, the STB would have to consider the historic preservation

ramifications of abandonment and conduct a Section 106 Review (examining impacts and alternatives, as stipulated by the National Historic Preservation Act), effectively extending the abandonment process and possibly resulting in temporary, or less likely, permanent conditions applied to the abandonment. The New Jersey Historic Preservation Office would be consulted as part of the Section 106 Review. Once an STB decision is made, offers to subsidize or purchase the line must be filed within 30 days after the Federal Register publication.

Through the course of its research, Strauss and Associates searched the STB website (www.stb.dot.gov) and the National Register (www.gpoaccess.gov/fr/) website for any reference to mention of the Harsimus Line. In addition, and on behalf of Strauss and Associates, various STB staff searched these same websites in addition to the Board's microfiche and index card files. No relevant references to the Harsimus Line were found.

In furtherance of this memo Strauss and Associates spent many hours talking to STB officials and web-based abandonment docket searches. The STB recently revamped its website, making it user- and search-friendly, but still failing to yield information in the matter of the Harsimus Branch or the Sixth Street Embankment. Initial docket searches revealed the same information as did later searches; nothing but dead ends. Searches were made of rail recordings, rail abandonments, STB and ICC decisions and other filings involving the key words, "Harsimus," "Pennsylvania Railroad," "Conrail / Hudson County," "Conrail / Jersey City," etc. The only relevant reference that came up in our STB website docket search related to the abandonment of the Weehawken Branch / River Line. The Waldo Street intersection with the Passaic and Harismus (sic) Line was referred to as a starting point. However, the subject Weehawken Branch / River Line runs north-south from a railroad reference point at Waldo St., just west of the Harsimus Branch / Embankment property.

Again, and on behalf of Strauss and Associates, Mr. Rudy Saint-Louis, STB Staff Attorney (202.565.1590) searched STB's case management system for all Conrail abandonments in Jersey City and/or Hudson County. The Database came up with 16 documents, most of which could be dismissed directly. The list of abandonments is attached at Appendix D. Interestingly, there was one document, Case No. 1158_X (Item No. 14 within Appendix D), a 1996 abandonment exemption covering a section of track just under one mile in length that appeared promising. Mr. Saint-Louis searched the microfilm for this case and found that it referred to the Meadows II Industrial Track. Working with and through Mr. Saint-Louis, Strauss and Associates we could find no reference to Harsimus or Harismus other than in regard to the Weehawken Branch / River Line abandonment.

STB Librarian Kelley Weber (202.565.1668) researched the old index card file of finance documents going back to 1887 but could find no reference to Harsimus or relevant Jersey City cases, including but not limited to pre-Conrail abandonments. The index card file she searched predates the establishment of the STB – which replaced the Interstate Commerce Commission (ICC) in 1995 – and includes the pre-computer era at STB as well. Abandonments were recorded as regular finance documents until the early 1970s when they were broken out and separately recorded.

All railroad abandonments are published in the Federal Register. A search of the Federal Register's website (www.gpoaccess.gov/fr/) using the keywords "Harsimus," "Harismus," "New Jersey," "Hudson County" and "Jersey City" resulted in the same reference to the Passaic and Harsimus Line (spelled "Harismus") in the abandonment documents regarding the Weehawken Branch / River Line. At our request a follow-up search was initiated by Paul Markoff of the STB's Environmental Analysis Section (202.565.1625), which also resulted in the same (negative) findings.

At the state level, Strauss and Associates initiated its research with a call to Sam DiDonato at the New Jersey Department of Treasury, Division of Taxation, Property Administration (609.984.1636), in order to ascertain the tax status of the Embankment. Mr. DiDonato reported that much of the land beneath the Embankment is legally Class I (non-railroad use) property, transferred from exempt property taxation

status by the State of New Jersey to local (municipal) taxation as of 1998. A set of State property taxation maps were delivered by Mr. DiDonato to Strauss and Associates, copies of which were in-turn delivered to the Embankment Coalition. As delineated on the maps, the following parcels were transferred (NOTE: each parcel was later given a block number by the Jersey City Tax Assessor):

<u>Item</u>	<u>Location</u>	<u>Area</u>	<u>Transfer Date</u>
1.	From a point west of Waldo Ave. to Newark Ave.	0.709 ac.	1998
2.	Between Newark and Brunswick Sts.	0.319 ac.	1998
3.	Between Brunswick and Monmouth Sts.	0.882 ac.	1998
4.	Between Monmouth and Coles Sts.	0.881 ac.	1998
5.	Between Coles and Jersey Sts.	0.884 ac.	1998
6.	Between Jersey and Erie Sts.	0.882 ac., est.	1998
7.	Between Erie and Grove Sts.	0.882 ac., est.	1998
8.	Between Grove and Henderson Sts.	1.4 ac., est.	1998

At the New Jersey Department of Transportation (NJDOT), we spoke to a number of officials regarding the status of the Harsimus Line. We discussed the embankment with Paul Snyder, Director, Office of Railroad Engineering and Safety, NJDOT (609.530.5681). The Office of Railroad Engineering and Safety's records, which include old Public Utility Commission files from the early 1970s, showed that last inspection of the rail bridges was in 1990. The 1990 inspection sheet cited routine repairs that needed to be made, but there was no reported urgency. In September 1994 the rails were removed and, in 1996 the bridges were demolished. That is the sum total of information on the Harsimus Branch, as furnished by the DOT's Office of Railroad Engineering and Safety.

We also contacted Jim Badgley, Director, Office of Freight Services, NJDOT (609.530.8026), who noted that many railroad lines in NJ are out-of-service but not officially abandoned. Mr. Badgley said it is likely that there were safety issues regarding the bridges. He explained that the NJDOT retains no regulatory power over railroads, therefore, no permits would have been issued by NJDOT for removal of the tracks and/or connecting bridge structures.

Mr. Snyder at the NJDOT's Office of Railroad Engineering and Safety did refer Strauss and Associates to the Federal Railroad Administration's (FRA) website which is maintained by their Office of Safety Analysis. The FRA's website (www.fra.dot.gov/OfficeofSafety/) includes an inventory of all railroad grade crossings throughout the country. GIS maps show the subject Harsimus line (although the line is not labeled) and the crossings contain ID numbers, but offer no additional information regarding Harsimus Branch, its abandonment or related matters.

Strauss and Associates spoke to several officials at NJ Transit, an agency within NJDOT. Although NJT staff were keenly interested in discussing the matter, no one was able to provide any useful information to us. Those contacted at NJT include: Rich Wizneschi, Planning (973.491.7808); Bernadette Gill, Director, Office of Real Estate (973.491.7167); David Dieck, Rail Contracts (973.491.7920); and Jack Brendlen, New Light Rail Construction Unit (973.491.8234).

Strauss and Associates contacted Charles Scott at the New Jersey Historic Preservation Office (609.633.2396). As the Hudson County field officer, Mr. Scott was very familiar with the Embankment and the relevant abandonment issues related to its future. Mr. Scott reiterated that listings on the State and National Registers of Historic Resources does not restrict private use of private property unless there are government funds involved or government oversight required, such as STB review of abandonment. Local historic listing of the Embankment in Jersey City has more significance, since the zoning ordinance has the Municipal Land Use Law backing it.

Strauss and Associates contacted Mr. Daniel Horgan, Esq. at Waters, McPherson McNeil in Secaucus (201.863.4400). Mr. Horgan serves as counsel to the Harborside Center in Jersey City, a one-time "break bulk" cargo and warehouse facility formerly served by at-grade railroad lines that connected directly to the Embankment. Mr. Horgan has agreed to review archived files to determine whether the Harsimus Branch may have been included (by reference) in the abandonments filed by Conrail to facilitate acquisition and development of Harborside, Colgate, NJT's light rail project and/or road widenings along Henderson-Marin Boulevard. The results this search will be forthcoming and will likely take weeks or months and may still be inclusive (thus, we thought it best not to delay further the delivery of this memo).

Strauss and Associates also searched the Jersey Journal and Star Ledger newspapers. The only relevant reference in the Star Ledger was dated 6/11/1991, titled, "NJ Transit Reaches Deal to Buy Waterfront Rail Line." The quote is, "(A)t present some Conrail freight trains operating between the Northern Branch and the railroad's terminal in Kearny must back onto the Harismus Cove."

At the New Jersey State Library and Archives, Strauss and Associates located two atlases that confirmed the historic nomenclature Harsimus Branch and Harsimus Docks. These historic Jersey City Atlases were dated 1887 and 1908.

* * *

3/16 - Mayor Cunningham
Bob Coffer, JC
Bob Ryan, CR
John Fiorello, Esq.

Maureen, Steve
Rick
Steve Hyman
(NA)

Larry Blumry, Jr.
Paul Macke, Jr.
Anthony Cruz,
Russ Maffei, JC
Stan Easton, JC
Joanne Monahan, JC
Esq.

/ John Flynn, letter of 3/11 75/25 grant/loan - to Urban Aid corp (?)

/ Mayor on-bd. for ED

/ ED for public use

/ Steering Comm re acq & reuse

/ Council - Hyman (K) = legally binding, grt. expense

/ Assume cash (LA) is available

/ Bob Ryan, Council
John Fiorello, Esq. ↑

732.906.3015

732.545.3814

3-16-04

Embankment Open Space Meeting

Attendees

1. Larry Bemby - Grants Office - 201 547-5754
2. Paul W. Mackey - Law Dept. - 201-547-5178
3. John K. Fialla - WEFLUP ATTY FOR COUNCIL 732-545-2250
4. Robert Ryan Council 732 906 3015
5. Richard Jann EPL 201-798-7157
6. Andy Strauss Strauss Assoc. 609.695.2777
7. Bob Cotten City Planning 201-547-5050
8. Russ Maffei Grants Office 201 547 5758
9. Anthony Cruz Mayor's Office 5575
10. Stephen Gucciando EMBANKMENT PRES. COORDINATOR 201 522 9209
11. Maureen Crowley " " 201 963 0232

Exhibit E

BEFORE THE SURFACE TRANSPORTATION BOARD

Finance Docket No. 34818

Rails to Trails Conservancy,
City of Jersey City,
Pennsylvania Railroad Harsimus Stem
Embankment Preservation Coalition,
and NJ State Assemblyman Louis M. Manzo, petitioners --
Petition for a Declaratory Order

VERIFIED STATEMENT OF
RICHARD JAMES

I, Richard James, make this Verified Statement in support of the Petition for a Declaratory Order filed by petitioners Rails to Trails, et al. in the above-captioned proceeding.

1. I am a resident of Jersey City and a member of the board of trustees of the Pennsylvania Railroad Harsimus Stem Embankment Coalition ("Coalition"), one of the petitioners in the above-captioned proceeding. The Coalition is a 501(c)(3) nonprofit organization incorporated in New Jersey and comprising individuals and groups seeking to preserve the relevant portion of the Harsimus Branch railroad line in Jersey City, New Jersey.

2. My education, including post-graduate work, is in history, and I act as a consultant in analyzing the historical significance of places and structures in New Jersey. I regularly prepare historic reports, including State and National Register nominations. In 1999, I prepared the document, attached as Appendix A, entitled "The Pennsylvania Railroad Harsimus Branch

Embankment-- State & National Registers of Historic Places

Nomination. The statements set forth in the nomination are true and correct to the best of my knowledge and belief. The Harsimus Branch Embankment is listed on the State Register of Historic Places. It would be listed on the National Register of Historic Places, but for the objection of its then-owner, the Consolidated Railroad Corporation ("Conrail"). The aforementioned Embankment is currently eligible for the National Register of Historic Places.

3. (a) To make a long story short, the Harsimus Branch was the main freight terminal of the Pennsylvania Railroad for New York City in the late 1800's and early 1900's. It remained one of the Pennsylvania Railroad's two major freight terminals in the New York area until the transfer of the property to Conrail in 1976. The Pennsylvania Railroad's main passenger line was immediately to the south, in a corridor currently occupied by the PATH line across from the former World Trade Center. The Harsimus Branch, especially in connection with the stretch between Henderson Street and Meadows Yard, was constructed not to serve one or two shippers but to handle huge amounts of rail traffic and to discharge rail common carrier obligations in connections with multiple customers on shipments originating in Pennsylvania and from hubs like Chicago and St. Louis.

(b) Carl Condit's study *The Port of New York* (2 volumes, U. of Chicago Press, 1980-81) is both the most synoptic and technically

complete description of the rail and terminal system serving the Port of New York and New Jersey. In this work, Condit notes a basic "irony" in the configuration of the port:

"The irony bordered on the incredible; the foremost harbor in the world, its metropolitan area embracing one-tenth of the national population, its export-import tonnage equal to 40 percent of the national total, was not "designed" for direct rail-water transshipment. About 90% of the freight moving to and from foreign ports was handled at the New Jersey piers, but so few of these were equipped with docking facilities that the railroad companies had to depend on an enormous fleet of highly specialized vessels to transform cargo between freight cars and ships." (Vol. 2, p. 103)

(c) Condit describes the Pennsylvania Railroad's Harsimus Cove facilities at the time of its expansion in 1879-80 as "the railroad's largest installation in the harbor area." (Vol. 1, p. 166). Describing the PRR's presence in the Port of New York and New Jersey, Condit wrote:

"It carried an immense tonnage of agricultural, mining, and manufacturing products from the eastern and central areas of Pennsylvania, the Pittsburgh region, the Ohio valley, the manufacturing centers of the Great Lakes and the farmlands of the Middle West. Moreover, as though all these riches

were not enough, the railroad made connections near Washington with roads that carried a high proportion of the perishables and other agricultural produce originating in the south Atlantic and Gulf Coast states (the precise connection point is Potomac Yard, lying immediately south of the Potomac River near Alexandria). The terminal complex at Harsimus Cove was designed for handling this highly diversified traffic. (Vol. 1, p. 167)

(d) Noting that the Harsimus site was "the natural site for receiving and dispatching tonnage funneled through the Jersey City trunk of the Pennsylvania, and for reaching the West Side docks," (Vol. 1, p. 167), Condit notes the "awkwardness" of the location for communication with the non-Manhattan dock destinations (Brooklyn, Queens and the Bronx), which resulted in the Pennsylvania's construction of a second rail terminal in Jersey City (the Greenville yards); he also notes that, "in spite of the expansion of 1879-80, Harsimus Cove was nearly overwhelmed by 1900." (Vol. 1, p. 167) The massive, 7-track Harsimus Branch embankment, described in my New Jersey State Register of Historic Places *Nomination* (1999), was an effort to address problems inherent in the "overwhelmed" Harsimus facility.

(e) Just east of the Pennsylvania Railroad cut through the

New Jersey Palisades, PRR passenger and freight lines diverged. The Harsimus Branch was the main, and indeed, sole freight line from this point to the Harsimus yards and docks on the Hudson River opposite Manhattan Island.

(f) Condit reproduces documentation indicating that as late as 1960-61 the Harsimus Yards played a significant role in trans-Hudson shipment of freight. The yards handled daily 35 rail cars on interchange car floats (eastbound), and 205 cars daily on station and interchange floats (eastbound). (Vol.. 2, p. 106)

(g) It is evident, from the narrative description of the Pennsylvania Railroad Harsimus Branch Embankment in the State & National Registers Nomination, that the investment of capital, labor, and materials only made sense to the railroad given the line's status as a major freight thoroughfare. Clearly such an investment would have been highly unlikely for a mere local industrial spur.

(h) Owing to the extensive use of the Harsimus Branch to support general freight traffic of the preeminent rail carrier from the mid-Atlantic States to the Midwest, there can be no doubt that this was a line of railroad subject to federal regulatory jurisdiction.

4. According to a document entitled Conrail, Maintenance Program and Track Chart, Atlantic Region, New Jersey Division, Correct to 1-1-80 (hereinafter referred to as "1980 Track Chart"),

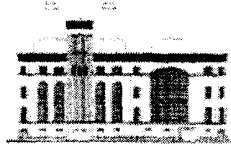
the Harsimus Branch ran from railroad Milepost 1.3 (at approximately Henderson Street) to railroad Milepost 7.0, roughly parallel to the existing PATH line that served the former World Trade Center. The Branch crossed the so-called River Line at "C P Waldo." C P Waldo is located at approximately railroad Milepost 2.5 on the Harsimus Branch per the "1980 Track Chart." The Harsimus Branch terminated in the Harsimus Cove rail yards and docks at approximately Henderson Street. Based on recent visual inspection by me, the River Line, or other line in freight rail service (i.e., former NJ Junction RR/National Docks RR), continues to provide rail service. Thus, the closest railroad in continued freight rail operation appears to be at C P Waldo on the old Harsimus Branch. A copy of the title page and relevant track map from the "1980 Track Chart" is attached as Appendix B.

5. I have been unable to discover any federal abandonment authorization for the Harsimus Branch.

Pursuant to 28 U.S.C. § 1746, I declare and verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 1/9/06.


Richard James



THE PENNSYLVANIA RAILROAD

HARSIMUS BRANCH EMBANKMENT

Jersey City, New Jersey

STATE & NATIONAL REGISTERS OF HISTORIC PLACES NOMINATION

© 1999 Rick James

The Pennsylvania Railroad Harsimus Branch Embankment carried freight across six blocks of downtown Jersey City to the Railroad's Harsimus Yards, located on the Hudson River directly across from Manhattan Island. The embankment, which fronts and runs parallel to Sixth St., consists of six segments, each approximately 400 feet long and 100 feet wide (see Photos 18, 25). The segments were until very recently joined by plate girder bridges which spanned the intervening north-south cross-streets. The five western segments are constructed of massive masonry retaining walls and earthen fill. The easternmost segment, closest to the former Harsimus Yards, is of the same construction as the other sections at its western end, but was built largely as an earthen sloped embankment, permitting access to a coal yard railroad siding on Fifth Street. The eastern end of this segment is a stepped masonry bridge abutment (see Photos 30, 31). Because the swampy land at the foot of the Palisades is lower than that at the Hudson's original edge, the embankment rises from a height of approximately twelve feet at its eastern end to approximately thirty-five feet at its western end.

The western three segments of the embankment abut narrow public alleys, which provide access to garages and outbuildings of row housing fronting on Fifth St. (see Photos 4, 5, 10, 12). The two alleys between Jersey Ave. and Monmouth Streets existed prior to the establishment of the rail right-of-way. The eastern three segments' southern retaining walls form the rear or side property lines of abutting row housing (see Photos 20, 21, 27). Eastern and western exposures of all segments front on public sidewalks. Northern exposures front on a strip of packed earth and grass approximately ten feet wide (see Photos 1, 2, 3, 18); the packed earth strip of the easternmost segment is only about five feet wide. A poured concrete sidewalk on the Sixth St. exposure, near Brunswick St., resembles many provided in Jersey City in the 1930s by the WPA. Near it are several mature trees.

Constructed in the period 1901-1905, the Harsimus Branch Embankment was a major component of the once predominant railroad landscape of Downtown Jersey City. It was connected to the Pennsylvania's Main Stem by an elevated, two-track line from which it branched near the Waldo Ave. Yard. This freight line traversed the edge of the Jersey City Cemetery and an ash dump transformed into a park (Mary Benson Park), then crossed Newark Ave. and continued to Brunswick St., where it fed into the seven-track embankment. This freight line connected to a spur of the New Jersey Junction Railroad just before reaching the embankment, allowing Pennsylvania waterfront freight to be moved north at the base of the Palisades to other rail systems.

Approaching the easternmost bridge to the Harsimus Yards, embankment tracks funnelled into five that continued over the Henderson St. bridge. There is no evidence that the embankment was ever electrified. Night and day, steam powered locomotives chugged upon it above the streets of Jersey City. Heavy traffic continued into the early post World War II period (see Illustration 10). Much of the cargo was produce and cattle headed for slaughter at waterfront abattoirs. (Local lore abounds in tales of condemned animals leaping from the cars and charging through the streets.) Soon after World War II, competition from trucking and containerized shipping rendered much of Jersey City's railroad infrastructure superfluous. Operated less intensely after the demise of the Penn-Central by Conrail, the embankment carried (if only to reverse direction) lengthy diesel powered "piggy back" container trains as recently as the early 1990s.

The embankment traversed a densely built, largely residential neighborhood with some commercial and industrial admixture. Row houses, most brick, some wood frame, predominated. Any vacant or redeveloped land was by 1900 covered with higher density "flats" or tenement housing. The adjacent residential neighborhood to the north and south of the embankment is today largely intact. Several major non-residential structures have recently been converted to residential use. The section north of the Embankment is today generally known as Hamilton Park, much of which is listed on the State and National Registers, as well as being locally designated as an historic district. The section south of the embankment is generally known as Harsimus Cove, much of which is also listed on the State and National Registers, as well as being locally designated as an historic district. The westernmost segment of the embankment faces, across Sixth St., St Anthony's Polish Roman Catholic Church and School Complex (Eligible for National Register, SHPO opinion, 4/13/94), as well as the circa 1900 Holy Rosary Church (see Photo 3).

To the east, the Harsimus Yards have been entirely replaced by a mixed commercial/residential redevelopment project. North of the Harsimus Yards, the Erie Railroad Yards have been entirely replaced by another residential/commercial redevelopment. The elevated line connecting the embankment to the P.R.R.'s Main Stem has been dismantled. The masonry and concrete stanchions that supported it remain, standing rather forlornly surrounded by junked vehicles and vacant land. The elevated New Jersey Junction Railroad line to the embankment has also been dismantled. In the 1970s, several blocks south of the easternmost segment of the embankment were levelled and replaced with non-profit housing. This project expanded recently into what had been the Fifth Street right-of-way, resulting in the construction of row housing extremely close to the berm of the embankment's most eastern segment (see Photo 31).

The embankment replaced an earlier elevated iron freightway that was planned in the late 1860s and constructed in the mid-1870s. Contemporary accounts of the embankment's construction (see Section 8) indicate that the iron freightway was used in the embankment's construction, and that rail service to the Harsimus Yards continued throughout the period of construction. Quite possibly part or most of the freightway was left within the earthen fill. Given local soil conditions, and contemporary accounts of the construction of the slightly later Pennsylvania Railroad elevated passenger line at Railroad Avenue, Jersey City, extensive subsurface preparation, including pile driving, is assumed. At the time of the embankment's construction, the civil engineering profession's theoretical understanding of the lateral pressure of earthwork was quite limited (see Boardman, 1905), suggesting that the structure was designed empirically and probably "overbuilt."

The five western segments of the embankment are similar in design, but differ in height. All have slightly battered masonry retaining walls (see Photo 6), protected by a course of slightly projecting coping blocks. The segments do, however, exhibit subtle variations in construction, especially in the choice of materials. All of the "long walls," those running the full 400 ft. of

each block east/west, are constructed of brown sandstone ashlar, laid with mortar in a random pattern (see Photos 4, 11, 12). The blocks are quarry faced; some retain quarry markings. The "short" retaining walls, running north-south approximately 100 ft. along cross-streets, are constructed of carefully coursed quarry faced ashlar, laid in mortar (see Photo 23). At the height appropriate to street clearance, these walls step back several feet, forming a masonry ledge upon which were set the seven-track plate girder bridges (see Photos 9, 13, 17). Rising above the masonry ledge is a second, recessed wall, originally largely concealed by the bridges. The masonry here has been more finely tooled to the tolerance required when setting the girder bridging. (see Photo 16).

Rust from the bridges has accumulated on the north-south coursed masonry walls, making identification of the masonry material difficult. Most, but not all of these walls are granitic in appearance below the bridge "shelf." The walls facing Erie St., Grove St. (now Manila Ave.) and Monmouth St. are clearly granitic. Those facing Jersey Avenue, presumably the most "high style" street in terms of quality of housing, are a curious mix of sandstone and granite (see Photo 13). The single wall facing Brunswick St. is coursed brown sandstone. Above the "shelf," tooled brown sandstone predominates. Oddly, an effort has been made at the Monmouth and Coles Street crossings, hardly "high style" streets, to continue the granitic ashlar above the shelf near the upper corners of the embankment where visible beyond the bridge (see Photo 6). The "shelf" that supported the Erie St. bridge is either composed of, or covered with concrete (see Photo 22). Some minor patching of masonry previously in touch with bridging is evident, especially on Coles St. As a rule, where the harder granitic ashlar is employed, it is continued around exterior corners (see Photo 7). The edges of the ashlar forming the corners are rebated, forming a sharp, classical "arris" (see Photo 8).

The Grove St. (today Manila Ave.) abutment of the easternmost segment is similar in design to the other five. Its southern sandstone retaining wall continues for approximately 80 feet, at which point it is intersected by a short, perpendicular sandstone wall that steps down, ziggurat style, to the ground (see Photo 28). This short wall is the retaining wall of the end of the earthen berm that continues to the Henderson St. (today Marin Blvd.) sandstone abutment. At the point where the retaining walls intersect the embankment bends slightly to the southeast. The grass and shrub covered berm appears stable on this flank. The embankment's inflection repeats that of the earlier two-track freightway. This slight bend was probably introduced to avoid prior existing housing on the east side of Henderson St., as well as an "ink factory" on Sixth St. east of Henderson. The bend also delivered trains closer to the center of the Harsimus Yards.

The northern retaining wall of this eastern segment also continues for approximately 80 ft.; it then ceases to be covered by coping stone (see Photo 29). The sandstone wall gradually lowers as it runs parallel to Sixth St.; the sandstone appears to be displaced by lateral earth and water pressure. Finally, the sandstone is replaced by short segments of railroad ties, Belgian block, stucco covered Belgian block and concrete, all seemingly of recent construction.

At one point it appears that trucks have been driven up an eroded section of the berm. The 1908 Hopkins Atlas (see Illustration 7B) indicates that this section of the embankment was also berm, without retaining wall, and that it too bent towards the southeast. This is confirmed by the location and configuration of the Henderson St. abutment, which is clearly not constructed to interlock with a retaining wall. The narrow right triangle of land north of the berm running along Sixth St. was, according to the 1908 Atlas, covered with two sheds or outbuildings, suggesting that the confused pile of earth and masonry parallel to Sixth St. is the product of a later disturbance. Today, this narrow triangle is listed by the local Tax Assessor as "Class 2

Railroad Property," distinguishing it from the "Class 1" property of the Harsimus Branch Main Stem. Conversely, the Sanborn Co. 1906 basemap indicates that a "three foot high stone retaining wall" continued parallel to Sixth St. all the way to Henderson St.. The Sanborn does not indicate any outbuildings at the corner of Sixth and Henderson, nor does the 1928 Hopkins Atlas show any such buildings. It might be supposed that, because the Pennsylvania owned sufficient land on this block, it did not need to go the great expense of the masonry retaining wall to construct its seven-track embankment. It had the land to allow the earth to assume the angle of repose, removing the need for the retaining wall. Had the same approach been taken in the other blocks, the bermed earth would have severely reduced the number of tracks fitting on the structure.

With the exception of the aforementioned section of non-original and disturbed material, the masonry of the entire embankment is in remarkably sound condition. None appears to have ever been parged. The sandstone exhibits some areas of spalling, but this certainly does not threaten structural integrity. Some cracks due to differential settlement are also detectable, especially near the Monmouth St. abutments. One large block of sandstone was apparently displaced during the recent bridge removal at Jersey Ave. and Sixth St. It sits on the ground.

All tracks and ties have been removed from all segments of the embankment, as have any vestiges of signaling, switching or watering systems. Regularly spaced metal flats remain attached to the upper surface of the coping along much of the northern retaining wall. Tall grasses and the quicker growing sorts of shrubs and trees have spread over much of the fill. All plate girder bridges have very recently been removed, chain link fencing has been attached to the coping at north-south cross-streets. There is some evidence that the bridges were strengthened or replaced soon after initial construction (Jersey Journal, Want the P.R.R. to Remove Shoring, Oct 15, 1913), so that the removed bridges, while, quite old, were not original. The problematic 1906 Sanborn indicates a square brick building for "yard men" set upon the embankment at the corner of Brunswick St. and Sixth St. Neither the 1908 nor the 1928 Hopkins Atlas shows any such building. The 1906 Sanborn also indicates a seven-track bridge at Henderson to the Harsimus Yards; the Hopkins Atlases depict five tracks.

With the exception of the aforementioned removals and disturbances, the Harsimus Branch Embankment is very much as built almost one hundred years ago. It appears to have satisfied the Pennsylvania Railroad's stated program of enduring, low maintenance civil engineering. It clearly possesses integrity of location, design, materials and workmanship. The adjacent residential setting, broadly contemporary with its period of significance, is remarkably intact, providing a rare surviving feeling of the intimate association between the railroads and daily life in Railroad Age Jersey City. The precipitate elimination of much of the related railroad landscape and architecture does make the Embankment initially more difficult to interpret as a component of a rail system. Conversely, its rarity as survivor makes it especially deserving of protection.

The Pennsylvania Railroad Harsimus Branch Embankment is significant in American transportation history; it enabled a major trunk rail line to establish a large freight yard on the Hudson River, contributing greatly to the growth of the Port of New York and New Jersey. The embankment, part of what would become "the largest transportation system in the country," (Schotter, p.1) facilitated the dedication of most of the Jersey City Hudson waterfront to rail and rail-related uses, significantly inflecting the social and political history of the City, as well as its physical outline. The driving of a busy freight line through an already established, largely middle/artisanal class residential neighborhood, coupled with the concomitant physical separation of the neighborhood from its original Hudson shoreline, makes both the advent of the

original elevated freightway (c. 1867) and its expansion into the seven track embankment (c. 1901) key moments in the social, political and community planning history of Jersey City, New Jersey. Landscape historian John Stilgoe, in his influential *Metropolitan Corridor* (Stilgoe, 1983), depicts the extension of metropolitan space into the rural hinterland. The Harsimus Branch Embankment is a classic instance of the less studied converse: the accommodation of the "high iron" by the metropolis. Additionally, the embankment was constructed under the direction of James J. Ferris, A.S.C.E., a major figure in both the civil engineering and political history of Jersey City.

Originally, those sections of the Harsimus Branch Embankment falling within the study area of the Harsimus Cove Historic District were included within the proposed district. This proposal (Harsimus Cove Historic District [As Proposed], 1982), the product of research by a team of graduate students from Columbia University's School of Architecture, Planning and Preservation, presented the "viaduct" [sic] as a "landmark in and gateway to the district (Ibid., p.1). The Harsimus Cove Historic District northern boundary was drawn down the midpoint of Sixth Street: "The Sixth Street Boundary, therefore, will insure the inclusion and full protection of this landmark and link Harsimus Cove with the Hamilton Park Historic District to the North" (Ibid. pp. 1-2). The 1982 study tersely states: "The Harsimus Cove Historic District provides an excellent example of the influence of Railroads" (Ibid., p.22).

The Harsimus Cove National Register Nomination Form (Sullebarger Associates, 1987) did not include the embankment within the proposed district because: (1) it would have been "arbitrary to consider part but not all of the viaduct" [sic]--two western segments and one eastern segment are not contiguous with the Harsimus District boundaries. (2) the railroad was a "distinct use." The Nomination Form does, however, describe the "viaduct" as the "northern boundary of the district" (Ibid., Item 10, p.2). The earlier study's determination of "landmark" status for the embankment, as well as its assessment of the historic import of the railroads in Harsimus Cove are not contested in the later document. Indeed, the Nomination points out that "the growth of Harsimus Cove was greatly influenced by the development of the railroads" (Ibid, Item 8, p. 9.).

Jersey City circa 1850 could scarcely be characterized as a railroad town. Since the late 1830s the tiny engines of the New Jersey Railroad had traversed the circuitous, 40 foot deep cut in the Palisades and crossed the lowlands via the unsurprisingly named Railroad Avenue on their way to the Hudson ferries, but an examination of the Douglass (1841) or Dripps (1850) maps reveals a very mixed economy in the nascent city. Maritime and proto-industrial land uses seem to have predominated at the Hudson's edge, mercantile and residential inland. Local directories reveal both a New York oriented and local merchant communities, as well as a large population involved in the building trades and support establishments. Much of Jersey City's economic energy seems to have been employed in the construction, furnishing, rental and sale of rows of attached houses. In the area immediately inland from Harsimus Cove (then literally a cove, or "mud flats"), property developers, such as D. S. Gregory, the Coles family or the Sisson family built rows of attached residences. Soon the two-story and basement vernacular Greek Revival home gave way to the rather more elaborate three-story and basement pressed brick Italianate model. By the mid 1860s, this area would be substantially "built out," (Culver map, 1866/8), though the odd vacant lot would remain. Churches and schools, by-products of an established community, abounded.

At approximately the same time that this section west of Harsimus Cove was developing into a residential neighborhood, the emergent regional railroads, having grown powerful through a process of takeover, lease and aggregation, sought access to New York City. The region's vast

internal market, New England rail connections and port were the goals. In the way stood the basalt of the Palisades and the rapidly growing lowland City of Jersey City (see Condit, 1981, and Cunningham, 1997).

The Erie Railroad began four years of tunneling through Palisade basalt in 1857; the Long Dock Improvement Co. began filling in the northern reaches of Harsimus Cove for the Erie's yards and passenger station. Emerging from the eastern mouth of its Bergen Hill tunnel, the Erie's trains moved at grade through Jersey City north of 10th Street, a largely swampy section not yet densely populated. In the mid 1860s the Central Railroad of New Jersey drove almost two miles of pilings across Newark Bay, traversed the still largely rural Greenville and began to fill in shallow Communipaw Cove with New York garbage. In 1867 The Camden & Amboy and New Jersey Railroad joined forces as the United Railroad and Canal Company. It immediately began campaigning for the right to fill in Harsimus Cove, which lay north of their terminal at Exchange Place--itself created on fill. The former New Jersey Railroad double track running at grade down Railroad Avenue to Exchange Place was doubtless totally inadequate for the combined passenger and freight traffic of the United, especially when combined with the New York bound freight of the mighty Pennsylvania Railroad, whose freight the United was handling. As the C. & A. had successfully done numerous times before, the United sought a legislative privilege. This legislative request would act as a flash point for a cluster of smoldering local grievances that would set the parameters of much political discourse in Jersey City for the next 100 years. These included: preferential taxation of railroads, state ownership of riparian rights, railroad control of the state legislature and railroad indifference to the quality of life in Jersey City.

In 1868, the United Railroad and Canal Co. sought a legislative enabling act that would have permitted it to purchase, fill and cover with a freight yard and piers much of Harsimus Cove. The company would also have been allowed to select and take through condemnation a route of its choice between its main line and the proposed Harsimus Yards. News of the "Harsimus Bill" (Senate Bill #84) sparked a round of sharp local protest and a rare demonstration of unity in the usually politically fractious City (see Platt, 1973). Initially, the local American Standard decried the "Great Railroad Grab Bill" (The American Standard, Feb. 24, 1868, p. 3). Angry protest meetings, initiated by then-Mayor Gopsill, the Common Council and locally prominent attorneys and businessmen met in the Council Chamber and at the Catholic Institute. (Confessional and immigrant/nativist schisms don't seem to have colored the protests.) Lobbying missions sixty strong descended upon Trenton. One faction opposed the Harsimus Bill in toto, others sought substantial modification. Many subscribed to attorney James Flemming Jr.'s suspicions: "There are many things in this bill which need ventilation, it is very ingeniously drawn" (Ibid.).

Bill opponents recognized that, while silent on the taxation issue, the bill would greatly magnify the harm done to cities by its implicit extension of New Jersey's singular system of municipal tax exemption for railroads. Most early railroads in New Jersey had been created by special charter; their payment of taxes or transit duties to the State was judicially held to satisfy all--including local-- tax obligations, municipalities being creations of the State. (For a discussion of the legal theories involved, see McLoughlin, 1917). The proposed yards, as well as the new rail route through existing, tax paying private property, would yield no revenue for Jersey City. Some local residents owning property on Harsimus Cove, such as John Van Vorst, objected to the State's "usurpation" of "traditional abutters' rights" and the imposition of the common law based Sovereign's rights to riparian land. In short, the State was taking what local residents had thought theirs. Others objected to the City's losing all right to impose "wharfage rates" on private owners of piers, or to the City's losing control over the

establishment of streets and sewers on private railroad land.

Residents of the (then) 4th Ward, the residential neighborhood just west of the cove, realized that their neighborhood was the likely route for the new freight line. Attorney George Ransom declared, "They are allowed to open a street one hundred feet wide, which is their intention, to locate on the north side of the blocks between South Fifth (today, Fourth) and South Sixth St. (today, Third)" (Ibid.). It should be noted that the Catholic Institute, host to many protest meetings, was then located on South Sixth St., near St. Mary's Church. Many church members would have lived in the threatened neighborhood. Ransom's predicted route would have also taken the railway through the then only 14 year old P.S. 2. Residents' perception of a rail route through their neighborhood would have been colored by the contemporary situation on Railroad Avenue--by 1860 locomotives chugged out of the Exchange Place Depot every 10 minutes during the day and every 15 minutes at night, with a similar number moving in the opposite direction (Cunningham, 1997, p. 255). Hence, residents blistered at Flemming's observation: "They are to elevate their railroad if they see fit, consequently if they want to put it up they will and if not they will lace it upon the level of the street" (The American Standard, Feb. 14, 1868, p. 3).

In an effort to allay local fears, D. S. Gregory, often described as Jersey City's "leading citizen" (and not coincidentally a Director of the New Jersey Railroad), announced "he was confident that the road could not come down South Fifth Street, but would turn off from the New Jersey road at the starch factory and go through the poorest section of the City" (Ibid.). Presumably, the "starch factory" was the long-established Colgate Starch Factory, located in a marshy area on Brunswick Street, near what would become the core of Jersey City's "Italian Colony." Even Gregory opposed, at least in public, the municipal tax and wharfage exemptions to be granted the United R.R.. Clearly, he understood the character of the threatened neighborhood. His solution was to find a poorer section.

The City's Common Council proposed its own Harsimus Bill amendments (The American Standard, March 2, 1868, p. 3):

- 1) all property in the Bill shall be locally taxable
- 2) city sewers shall not be closed up
- 3) Hudson Street (parallel to the waterfront) shall be opened
- 4) owners shall be indemnified for property depreciation
- 5) The power to condemn private property shall only last one year
- 6) The road shall be elevated.

Meeting at the Catholic Institute, protesters adopted a resolution, providing:

- (1) That the company should be compelled to take the additional land required for their use adjoining Railroad Avenue.
- (2) If the above can not be accomplished, and the road must come through the populous part of Jersey City, then they be compelled to take an entire tier of blocks in width and then to locate their road in the centre of the block, with authority to sell the houses as erected fronting on the street running east and west thereby reimbursing themselves and retaining in the city a large amount of taxable property, which otherwise would be destroyed. (Ibid., March 10, 1868, p.3).

The Senate passed the Harsimus Bill unanimously on March 13, 1868. The House passed it, 50-3, on March 19, but not after some debate. Proponents of compensation for property owners within two hundred feet of the projected railway argued that "the road would damage a portion of the city that is now very handsomely built up." Opponents of compensation replied that "It may be an

advantage to the places the road passes through." Representative Baldwin "believed that this spot in time would be the Terminus of the Great Pacific Railroad, and he felt very proud of having it located in New Jersey" (Ibid., March 20, 1868, p. 2). The United was forced to pay the State \$500,000 for the riparian land. The following year, this sort of transaction would be institutionalized in the creation of the Riparian Commission. The City received several concessions: the new rail route had to be defined by Jan. 1, 1869, the City could build sewers on company land, and the new road had to be elevated at least 12 feet above grade. The United prevailed on the major issues of taxation, compensation and condemnation.

On March 20, 1868, legislators were treated to a trip to Jersey City and sail on the Hudson, courtesy of the United Railroad. Whether this is an early example of a legislative fact finding tour, or simply a reward for services rendered is difficult to ascertain. At the hotel dinner concluding the visit, a champagne toast was offered to the health of "William Harsimus." Legislators were disappointed that Jim Fisk, the railroad manipulator ensconced in the hotel to avoid New York arrest, did not grant them an audience. Jersey City officials were conspicuously absent from the Exchange Place celebration, after which part of the legislative delegation departed for New York to continue the evening.

Opponents of the new law, now labeled the "Indignants" in the local press, pressed on in an effort to mount a legal challenge. Newspaper accounts present these meetings as angry and divided. Mayor Gopsill is "aghast" at the "strong language" employed by the ultras. At one point, he is "hissed from the chair" (Ibid., March 26, 1868, p.3). Someone suggests that Hudson County Senator Winfield, sponsor of Bill 84, be "removed by the dagger." Here it should be noted that The American Standard had softened considerably in its opposition to the "Great Railroad Grab Bill." Prior to the Senate vote it editorialized:

In the plan of our growth as a city, we must start out by conceding the Low Lands upon the rivers as dedicated by force of topography to the occupation of the Railways as truly as our Harbor is dedicated to the holding of ships....

The people say 'you are going to run over my lot.' Well, answers the corporation, we have to run over somebody's lot, or not run at all; which would you have us do? (Ibid., Jersey City and the Railway, March 19, 1868, p.2.)

The acquisition of the United Railroad by the Pennsylvania Railroad in 1871 (technically a 999-year lease) provided the infusion of capital needed to accomplish those projects envisioned in the Harsimus Bill. The residents of the "conceded Low Lands," since 1870 the residents of a greatly enlarged City encompassing the former Hudson City and Bergen, now had to achieve a *modus vivendi* with "America's Standard Railway." The Pennsylvania, which had, through affiliates, recently achieved connection with centers such as St. Louis, Cincinnati and Chicago, would now carry livestock and grain from America's heartland and freight from the industrial centers of western Pennsylvania across the residential streets of Lower Jersey City.

As the United and the Pennsylvania Railroads were closely connected in the years immediately preceding the "lease," it is difficult to ascribe responsibility for the final Harsimus Branch route selection to one company or the other. Clearly, D. S. Gregory's ascription of "impossibility" (political or mechanical) to a route through the immediately adjacent neighborhood was incorrect. A map dated 1870, entitled Cities of Hudson City and Bergen by R. C. Bacot, L.W. Post and J. Camp, Jr., also shows the Downtown section (See Illustration 1). Tracks running from the original N.J.R.R. line cross the Harsimus section between South Third (today Sixth) and South Fourth (today Fifth) Streets. The track, closer to Sixth than Fifth Streets, is labelled "Camden & Amboy and N.J.R.R.." Curiously, a partially filled Harsimus Cove is labelled

"United Railroad of N.J." It appears that the legislative deadline for route selection was met. The projected route sliced through seven blocks. The western two, close to the Mill Creek lowlands, appear to have been largely unimproved. The easternmost block was covered largely with frame sheds. The central four were solidly residential, though not fully built-out on the Sixth Street side. The mid-block route is very much like that demanded by the Catholic Institute protesters' resolution; there is no evidence that adjacent propertyholders on the Fifth St. side of the railway were either compensated or offered the option of being "bought out." An examination of the Spielmann and Brush 1880 Sanitary and Topographical Map reveals the likely underlying cause of the selection of the Fifth/Sixth Street route: a prong of swampland extended eastward from the Palisades beyond Jersey Avenue (See Illustration 2). Higher, drier land had been developed earlier, and presented greater political and economic resistance: rows of solid housing, several substantial churches and a masonry public school. The "softer" route presented its own engineering difficulties.

Robert C. Bacot, engineer, surveyor and sometime architect, was a major figure in the civil engineering of the nascent Jersey City. He platted many of the large landholdings in the early city, and saw to the subdivision of the Coles, Van Vorst, Tonnele and Van Wagenen estates. He was responsible for the grading of streets and the installation of much of the original sewer system. An engineering graduate (1835) with considerable experience in his early career in railroad construction, he served as Secretary and Engineer to the New Jersey Legislature's Riparian Committee (1864) and filed the report that led to the creation of the Riparian Commission, which he served from its inception as Secretary and Engineer. McLean writes that "between 1870 and 1880 he (Bacot) purchased the right of way for the New Jersey Railroad and Canal Company, involving an expenditure of about \$2,000,000" (McLean, 1895, pp.350-351). Bacot knew this terrain well; his own "carpenter gothic" house stood (and still stands) at the corner of Third St. and Jersey Ave., as close to the suspected route of the railway as the Catholic Institute. He had in all probability played a role in the early row housing built by Coles on Fourth St., which stood directly in the railroad's putative path.

The generally accurate Hopkins Atlas (1873) presents the disturbing two dimensional depiction of a railroad running through existing buildings fronting on the north-south streets as the Branch threads its way between the buildings facing Fifth and Sixth Streets (See Illustrations 3A, 3B, 3C). Presumably, this was intended to indicate the future route to be established following purchase of the intercepting structures.

H. W. Schotter, in his 1927 "house history" of the Pennsylvania Railroad, tells us that 1874 saw a new passenger station built at Exchange Place, the great extension of the freight receiving and forwarding facilities at Harsimus Cove, and "...the new railroad to connect with the Harsimus Cove property was also ready for use in the same year..." (Schotter, p. 124). This new line branched from the main line near Waldo Avenue, isolating a small residential enclave on the "hill" that is still known as "The Island." The fledgling Jersey City Evening Journal observed that in December, 1872 the Pennsylvania Railroad was paying \$13,720 in local property taxes on land "which is to be used for new track, but the payment of taxes on this will cease next May." (Evening Journal, Dec. 24, 1872). In 1873 industrial expansion across the U.S. was sharply curtailed following the sharp financial panic of that year, precipitated by a "crash" in railroad security prices. Presumably, this slowed the Pennsylvania's construction schedule.

A slim volume published in 1875 entitled Jersey City, Hudson County, the Railroad Centre of the East contains a fragile fold-out map of significant rail lines (See Illustration 4). The Harsimus Branch of the "P.R.R." is depicted, except that one block (Erie St. to Jersey Ave.) is shown as started but not yet completed. The intervening structures shown on the 1873 Hopkins

have been eliminated. This Railroad Centre map confirms Schotter's date, and is about as close as one gets in this sort of archival research to a photograph of a work in progress. It should be recalled that this 1874/5 date is only five or six years later than the experimental elevation of small cable and steam powered locomotives on the far west side of Manhattan. (Holt, 1972). The early elevated lines in New York, of course, were not intended for freight traffic.

The elevated Harsimus freightway, and its successor embankment, are early manifestations of what planning historian Françoise Choay calls "a theory especially favored during the second half of the nineteenth century: the separation of traffic systems" (Choay, 1969, p. 23). Joseph Paxton (of Crystal Palace fame) had proposed a circumferential glass-enclosed roadway as a means of linking London's rail stations; the arcade to be flanked by multiple levels of express and local trains. This "Great Victorian Way" was never built, but several years later Frederick Law Olmstead did introduce both horizontal and vertical separation of traffic networks in Central Park. The late twentieth century observer, in retrospect, tends to fix upon the deleterious effects of such multi-level transportation systems, as did many contemporary adjacent property owners. Such engineering work also exercised an utter fascination over the late nineteenth century public. With the advent of the Third Avenue elevated railroad in New York, it seemed quite natural to the Central Park Superintendent to cut vistas through the trees so that the public might admire the engineering marvel (Blackmar and Rosenzweig, 1994, p. 288).

Another sheet, Map of Jersey City and Hoboken Showing Lands Occupied by Railroad Corporations (1882), shows, through color coding, that the P.R.R. by this time owned all of the northern half of the blocks intercepted by the Harsimus Branch line from Newark Ave. to the Harsimus Yards. This would seem to corroborate McLean's assertion that Bacot had succeeded in obtaining all of the property for the railroad in the 100 foot swath to the yards. A search of deeds by county block number in the Hudson County Registry shows that few properties in the right of way were acquired by the railroad after 1887. Given the lack of earlier corporate grantee indices, it is extremely difficult to trace earlier purchases by block.

The highly detailed 1883 Bird's Eye View of Jersey City confirms the presence of a two track elevated structure threading its way along the rear of buildings between Fifth and Sixth Streets to the Harsimus Yards (See Illustration 5). Truss type bridges cross north-south streets--some of the trusses seem to lie above the railway, some below. While it is natural to trust one's eye when studying a work as meticulously detailed as the 1883 Bird's Eye, it ought to be remembered that detail is not a guarantee of authenticity. The P.R.R.'s line down Railroad Avenue also seems to run on truss bridges, but we know from many sources that the line was not elevated until the early 1890s. Fowler's 1887 Atlas also confirms the route of the two track freight route (See Illustrations 6A and 6B).

While the 1883 Bird's Eye does confirm that the P.R.R. had lived up to the elevation amendment in the Harsimus Bill, it is not conclusive on the material employed in construction. We do know that wooden track elevation was commonly employed in the marshland at the base of the Palisades. However, a brief reference in an 1891 Engineering News article describing the new P.R.R. passenger shed and Railroad Ave. track elevation mentions the earlier Harsimus work. The bulk of the P.R.R.'s freight, we are told, "is deflected from the main line ... to the Harsimus Cove branch, a double track line crossing Jersey City on an iron viaduct and terminating at the docks and yards on the water front. This viaduct for the freight traffic was built before the one used for passenger traffic was undertaken" (Engineering News, Sept. 26, 1891). We further learn that all P.R.R. ironwork was painted with red oxide of iron, though exception was made for the Railroad Ave. viaduct, which, in deference to the adjacent Joseph Dixon Co., was painted with the latter's glossy black paint. Three years earlier (June 25, 1887), Engineering News had

published a cross section of the design employed in the later track elevation; the earlier design is not published. The Railroad Ave. design employed longitudinal plate girders supported by transverse plate girders, these carried on columns. The columns are carried on masonry piers bedded on three foot thick slabs of concrete, 11 feet square. Where needed, pilings were driven to support the concrete slabs, 16 per column. Some pilings penetrated to a depth of 50 feet.

Given the marshy conditions on the western portion of the freight line, it seems likely a similar treatment was required, especially when the greater weight of the freight trains is considered.

The Harsimus Yards served by the new freight line were said to have cost "several millions of dollars" and "exceed in their magnitude anything of the kind on the continent" (Shaw, 1884, p. 196). The yards, embracing 1100 feet of Hudson River frontage, contained stockyards (1300 feet by 225 feet), and an abattoir. The stockyards could receive and deliver 500 cars a day. A 180 foot by 1500 foot water slip ran the length of the stockyards and the abattoir. A 1500 foot long pier contained a grain elevator. A separate grain pier and sheds could transfer 150 car loads of grain daily. Another 80 foot tall warehouse held freight. Tracks connected with car floats over float bridges, allowing transfer of entire cars across the River (Ibid.).

From an 1882 P.R.R. publication arguing the Company's position on the municipal tax question (Exemptions of Railroad Property..., 1882), we glean a statement of "manpower" at the Yards. On average, 145 men worked in the grain elevator, 45 maintained track, 8 were carpenters, 21 inspected cars, 66 handled freight trains and 400 worked the piers and warehouses. Of the 685 workers, 88% were said to live in Jersey City. To their number might be added that of Frank McNally, the Harsimus Yardmaster from the day it opened in 1874 to his retirement in 1904, when the elevated track had just been replaced by the embankment. McNally, who was also a force in local Democratic Party politics, lived at 644 Jersey Ave., perhaps two hundred feet from the Harsimus Branch. Living even closer to the freight line were the successive Superintendents of the New York Division of the P.R.R.. They were housed in a substantial, detached brick-and-stone house on the southwest corner of Jersey Ave. and Sixth Street, doubtless acquired by the railroad as part of the branch acquisition. This served as upper-end company housing. James McCrea, who would succeed Alexander Cassatt as President of the Pennsylvania and oversee the completion of the Pennsylvania Station, New York project, passed his Superintendency living in the company house with the elevated railway in the backyard (Burgess and Kennedy, pp. 517-18).

Today, there is a tendency to view the Harsimus residential neighborhood through the refracting glass of later social decay, and to impute precipitous decline to railroad penetration. Descent seems to have been far more gradual, and its causality more diverse. Vacant lots continued to attract residential development, first four story "flat" style buildings with floor-through apartments, then, near 1900, slightly larger "apartment houses" of sound construction and modern mechanical features, such as steam heat. The row houses of Jersey Avenue remained desirable addresses for such worthies as Col. Asa Dickinson, the county Republican "boss" (638 Jersey Ave.), and furniture merchant and Mayor Hoos, who lived at Third and Jersey. Dickinson's "club" met at 630 Jersey Ave., at the northeast corner of Sixth and Jersey; the ward Democratic Club met on Sixth Street near Jersey Ave.. Compared to the "carnage" occurring with great regularity at the Erie R.R. grade crossings at Tenth St., adjacent to the now densely populated "Horseshoe" (documented in almost loving detail by the local press) the elevated P.R.R. line might have seemed more neighborhood accomplishment than ruin. In the constant agitation to compel the Erie to elevate its tracks, not accomplished until the first decade of the twentieth century following the Bergen Arches compromise, the Pennsylvania was generally cited as the good corporate citizen. There is some evidence that, faced with the noise of the 7-track embankment's

construction, local residents regretted their previously quiet elevated freight road. "Cars were drawn through as quietly as possible and great care was taken to avoid any objectionable features that the road might bring with it" (Evening Journal, May 12, 1902). Conversely, we know that those railroad-owned homes on Sixth Street closest to the railroad were deemed of little economic value: "For years past it has been almost impossible to find tenants for many of them, owing to the disturbance kept up by the locomotives of freight trains during the early hours of the morning" (Ibid., April 3, 1901).

The P.R.R. seems to have provoked local residents less with its branch line than with the blocking off of local sewer lines at the Yard. As described by A. McLean in his anti-railroad diatribe *Fifty-Years' War for Equal Taxation*, (McLean, 1897), a midnight rainfall on the night of Sept. 23, 1882 backed up sewage water into "hundreds of homes." Apparently, this was the first significant rainfall occurring at high tide since the original sewers emptying into Harsimus Cove had been capped by the Railroad. By 2 a.m., "hundreds of householders were out in the streets, mad as hornets." "Mass meetings" led to the Fire Department being called to pump out the sewers; "gangs of men" went out into the "meadows" and "broke out" the ends of the sewers. McLean notes that the impacted area, "only 1800 square feet" [sic] was "the most populous part of the state," with a population of 24,000.

The population of Jersey City increased from 82,546 in 1870 to 206,433 in 1900 (Condit, 1981, p. 373). Much of this increase, of course, is attributable to European immigration. We do know, from discussions of the overcrowding at the "ancient" #2 School, that much of the neighborhood's population increase was attributed to the conversion of private homes to apartments (Evening Journal, Feb. 19, 1896). In a time when most walked to work, it must be assumed that an increasing portion of the local population worked at the adjacent Harsimus Yards, or the Erie Yards, or at the rail-related warehouses and express companies in the adjacent Warehouse district. To them, the rattle of an elevated freight yard was less an annoyance than the promise of a paycheck.

As population swelled in the adjacent neighborhood, so did freight traffic on the two-track elevation. By 1900 the P.R.R., long recognized as the "best system in the nation," (Cunningham, 1997, p. 252) was near the apogee of its wealth and prestige. The Harsimus Branch Embankment is one remaining example of a series of related improvements executed by the company at Jersey City, encompassing the enormous iron and glass train shed, head house and ferry slips at Exchange Place, the Railroad Ave. elevation and the Waldo and Greenville yards. (See Condit, 1981, Chapter 5, for an excellent description.) The Annual Report of the Pennsylvania Railroad Co. of 1901 (partially reprinted in *Engineering News*, March 13, 1902), describes for shareholders new projects ranging from stations in Washington and Pittsburgh to the possible driving of an electrified tunnel under the Hudson. It also alludes to "a very large amount of work upon the main line and branches of the United Railroads of New Jersey." One small portion of this work was the replacement of the elevated iron freight road to the Harsimus Yards with a 100 feet wide, 7 track embankment contained within sandstone retaining walls almost thirty feet high.

Like the concurrent expansion of the Harsimus Yards, the Harsimus Branch Embankment project was carried out upon railroad-owned land. Few government approvals were required, other than permission to erect some temporary shoring under trestles until new plate-girder bridges could be dropped into place from the railroad. These requests provoked no public outcry. The coverage in the local press was routine. The railroad and engineering trade press was much more interested in the P.R.R.'s massive Greenville Yards project (another attempt to deal with the company's huge freight volume), and the final realization of extensive track elevation in

Newark. The local press accounts of the embankment's construction were written by generalist reporters; they are in places tantalizingly vague. These accounts are supplemented by near-contemporary depictions in the 1906 Sanborn Company publication and the 1908 Hopkins & Company Atlas of Hudson County, Vol. 1. (See Illustrations 7A and 7B)

The Jersey City Evening Journal announced on April 3, 1901, that the P.R.R. had taken the "initial steps in the matter of widening its tracks between Henderson St. and Jersey Ave." (Pennsylvania R.R. to Widen Roadbed, April 3, 1901, p. 2). All tenants on Sixth St. had been served notice to vacate by May 1. The reader is informed that "the railroad company has had the forthcoming operations in view for a long time past, but leases stood in the way." The Journal states that one additional track was planned as far west as Erie St., but it is suggested that "an extra double freight track to the foot of the hill will be a material fact in a year or so."

On May 4, 1901, we learn that "the P.R.R. has commenced to tearing down the recently vacated dwelling houses ... between Grove and Erie..." (Pennsylvania RR Widening Tracks, p. 4). No mention is made in these stories of the replacement of the existing structure with an embankment. The only recorded protest is from "angry residents" claiming that the proposed wider railroad bridge at Grove St. would interfere with the passage of the Grove St. trolley (Depression of Grove St, April 5, 1901, p. 4).

By June 1, 1901, the public was informed of the "massive retaining wall" to be complemented with a second wall running down the rear property line of the houses on the north side of Fifth St. Solid earth filling will be placed between the two. This new structure would run the entire length of the "present trestle," and accommodate 7 tracks. Sanford & Stillman, the Contractors, would commence work "early next week." The project would take "two years or thereabouts.... Each stone used will weigh nearly a ton, and the wall when completed would be a very massive structure." (P.R.R.'S Massive Retaining Wall, June 1, 1901, p. 4).

The headquarters of Sanford & Stillman Co., Contractors, was in the Pennsylvania's Exchange Place office building, 26 Exchange Place. This was the successor firm to David S. Cofrode, "bridge and dock builder," listed in the Jersey City Directory since 1884. Cofrode is listed as living in Philadelphia. A Joseph H. Cofrode and Francis H. Saylor, "bridge builders," maintained offices nearby at 104 Hudson St. At David Cofrode's death in 1886 his general manager, Frank M. Stillman, of Rahway, New Jersey, reorganized the firm as Sanford and Stillman. Stillman was president; Arthur E. Sanford, of Newark, New Jersey was Secretary. In 1888 James J. Ferris was recalled to Jersey City by Stillman and named General Superintendent of the company. The firm would eventually be named Stillman, Delehanty and Ferris. As such it would remain listed in the Jersey City phone directory until at least 1943.

By September 26, 1901, the northern retaining wall between Grove St. and Erie St. was reported "almost completed," that section between Grove and Henderson "half finished." It had taken almost four months to complete 600 feet of relatively low retaining wall. "About two years" was still the project's anticipated completion date. "In the meantime, the operations now in progress are furnishing employment for a large force of expert stonecutters, stone layers and laborers. The men engaged are the best of their kind, and they are being paid the highest rate of wages." (Houses Must Make Way for RR, Sept. 26, 1901, p. 12).

Meanwhile, the P.R.R. was offering for sale frame and brick houses still standing on the south side of Sixth St. from Erie to Brunswick to anyone willing to remove them intact to another site. It is entirely possible that some houses in the vicinity of the embankment began their life-cycle on the construction site. We also know that some buildings didn't make it off the

site intact. As early as October 12, 1901, an apartment house being constructed by a Mr. English at 304 Montgomery St., Jersey City, was described as being built from bricks salvaged from houses torn down "to make way for the stone structure for the Harsimus Branch of the P.R.R.." (Apt House Property For Sale, Oct. 12, 1901).

By the end of April, 1902, "rapid progress" was still being made, but much remained to be done. The railroad had been forced, after the commencement of the project, to buy houses on what had been considered P.R.R. property. \$9,000 was paid for a house on the southwest corner of Sixth and Erie, and a like amount for another near the corner of Sixth and Jersey. No explanation is offered in the deeds for these transactions. By this time the "handsome dwelling" in which the succession of P.R.R. supervisors had resided was being demolished (P.R.R. Pushing Work on New Freight Line, April 25, 1902, p.2).

In May, 1902, a letter was published from a group of irate 3rd Ward residents (ward boundaries had been changed in 1894). They refer to an earlier petition to Mayor Hoos from "propertyholders," objecting to "the noise in general made on the elevated freight road here in the heart of our city." Harking back to a halcyon past that ended more than one year ago, the propertyholders take exception to "Engines running day and night at a high rate of speed ... ringing their bells as they go for blocks at a time ... jamming the cars together and making even brick buildings tremble." They remind the Mayor that "the drilling of cars here in a residential portion of our city was never dreamt of.... Engines are allowed to stand here working their blowers, thereby permitting great quantities of smoke and cinders to escape." (They Can't Sleep Because of Trains, May 12, 1902, p. 5).

Although the massive retaining walls had been rising for over a year, the protesters don't mention this obvious cause for a shift in conditions. The embankment's construction doesn't seem to phase them--as the "drilling of cars" surely does. The letter does confirm that traffic on the original elevated line was maintained, if not intensified, during construction. At a certain point, the four retaining walls must have been joined, fill dumped from overhead cars and tamped down. While there is no mention in the local press of the driving of pilings, excavation for footings or the compaction of the fill, considerable sub-surface preparation must have been required on the lowland site. The freight road was doubtless used to deliver masonry, fill, construction equipment and bridging. It is entirely likely that some or all of the original iron elevated roadway is encased within the fill of the embankment.

In June, 1902 the Street and Water Board allowed the P.R.R. to erect a "temporary trestle" across Erie St.. Soon, "the immense embankment is to enclose the freight lines along Sixth St." (P.R.R.'S Great Work Along Sixth Street, June 11, 1902, p. 3). Presumably, the temporary trestle would resolve differences of grade between the old road and the new.

In July of 1902, a 115-ton girder that was to have formed part of the Coles St. bridge "extension" snapped the 1 1/4-inch wire from which it was suspended from a railway derrick. The girder and the derrick--the P.R.R.'s heaviest--crashed into Coles St., coming into contact with street electric wires. "Thousands" gathered at the scene (115 Tons of Iron Falls from Trestle, July 21, 1902). The Jersey City Police Commissioner, who lived nearby, came very close to electrocuting himself. The derrick operator, who lived on Jersey Ave., walked away with minor injuries. In November of 1902 the Street and Water Board gave permission for two more "temporary trestles" at Monmouth and Brunswick Streets. It is not clear if this means that the retaining walls were completed, or only the abutments on the north/south streets. Given the date, it seems unlikely that the entire embankment could have been erected and filled.

Journalistic accounts of the embankment's construction stress its monumental qualities. It is "huge, massive, great, immense, enormous." Landscape historian John Stilgoe, discussing the allure of abandoned railroad corridors, writes of confronting "the everlasting solidity of Egyptian pyramids and Inca roads" (Stilgoe, 1998, p. 42). This is, in part, simply a function of the scale of railroad engineering. It is also the product of a conscious decision on the part of the P.R.R. management to invest at this time in massive masonry construction, such as the 1902 Rockville Arch Bridge, Harrisburg, Pa., the Wilmington, Del. viaduct (1908) and the Philadelphia Schuylkill River (1903) and Mantua Junction (1911) viaducts. It was thought that such construction would save money on maintenance and the need for replacement (Jackson, 1988, p. 143). In the pre-Hepburn Act days of light railroad rate regulation, the railroad could afford such measures. It might be added that, for an industry plagued with the memory of spectacular accidents, some caused by quick and shoddy work, imposing, placid looking construction connoted safety.

Had James J. Ferris, Sanford and Stillman's prodigious Superintendent (and eventual President) not entered public life in the decade following the embankment's construction, it is unlikely that much would today be known about his contribution to the railroad landscape of Hudson County. Ferris's sudden death in 1914 transformed him into a cause célèbre--"the victim of a conspiracy of vilification hatched of designing politicians" (Evening Journal, Editorial, May 16, 1914, p. 16). His huge public funeral, described as the largest ever held in Jersey City, if not in New Jersey, completed his apotheosis as "probably the most capable and efficient public official the city has ever had" (Evening Journal, Editorial, April 28, 1914, p. 14).

It should be noted that we are dependent upon The Jersey City Evening Journal for both information and opinion concerning Ferris. The Journal had campaigned for and embraced the Commission form of government instituted in Jersey City in 1913 (as allowed under the Walsh Act). The "Commission plan," born out of the exigencies of the Galveston hurricane disaster and aftermath, assigned to elected commissioners the task of directly managing city departments, much as private sector businesses would be managed. This was widely hailed by Progressive Era reformers as a way of eliminating "politics" from city government. Underlying much of this thought was the image of the City Efficient. 1913 saw the appearance of Jersey City's first professionally produced planning report (Goodrich and Ford, 1913). Departing from the regnant "city beautiful" school of planning, its authors stressed that "a city should be made efficient in the same way the manufacturer studies for efficiency in his private plant" (Ibid., p.6). For an account of Ford's planning work in Newark and Jersey City, see Scott, 1971, pp.120-123).

Railroad grade separation was one obvious aspect of "Taylorism" as applied to city planning. As a civil engineer and businessman, Ferris exemplified qualities sought by those preaching the gospel of efficiency. As an Irish immigrant, Roman Catholic and classic "self-made man" in a city with a swelling Roman Catholic, immigrant working class electorate, he was also highly electable. In Jersey City's first Commission election, in 1913, Ferris, who had once remarked to friends that he thought he could be of "some use" to the city in managing the "Water and Streets Department" was asked to run for office. Elected, he was given charge of the newly created Department of Public Improvements.

Ferris's family had immigrated to the New York area in the 1860s but had returned to Ireland six years later. At age 20 he again sailed to New York in 1880, finding work as an "ordinary mechanic" with D. S. Cofrode & Co., "bridge builders." He also began study at the tuition-free Cooper Union. In the early 1880s he worked on railroad projects for Cofrode in Maryland, Virginia and Pennsylvania, earning promotions to timekeeper and foreman, while continuing to study engineering. Sometime before 1888 he graduated from Cooper Union with honors. At Cofrode's

death he was recalled to Jersey City by Sanford & Stillman; in 1888 he was made the company's General Superintendent. From that date he worked largely in Hudson County; he resided in the neighborhood adjacent to the Harsimus Yards.

Installed in Jersey City, he supervised the Lehigh Valley Railroad's "improvements" at Black Tom, then turned his attention to the P.R.R.. "It was under his direction and according to the plans drawn by him that the foundations of the construction of the elevated railroad structure in Jersey City were laid." He "built" the foundations for the construction of the trainshed, ferries and office building of the Pennsylvania. He also directed the extension of the New York Central's piers and sheds in Weehawken, and the construction of the N.Y., Susquehanna and Western's roundhouse and piers at Shadyside. Ferris supervised the raising of the steelwork for the P.R.R.'s elevated line from the Hackensack River to the mouth of the Bergen (trans-Hudson) tunnel, and was responsible for the foundations and the 200 foot high towers of the railroad bridge over the Hackensack at Snake Hill (Secaucus).

Ferris's work for the Hudson & Manhattan Railroad ("The Tubes") included: the sinking of the initial vertical shaft at Washington Street, Jersey City, the sinking of the elevator shafts at Exchange Place; and the construction of the foundations for the H. & M. power plant at Bay and Washington Streets, Jersey City. After adumbrating Ferris's list of accomplishments, the Journal continues: "One of the most spectacular and probably one of the greatest engineering achievements performed by Mr. Ferris was the shift of the P.R.R. freight span from the old stone abutments to the new, at the elevated P.R.R. structure at Newark Ave. near Seventh St., inside of an hour, the railroad freight service only being interrupted for a period of 60 minutes (Jersey Journal, May 16, 1914, p. 1). This is doubtless a reference to the "tying in" of the completed embankment to the P.R.R. system, there being no other Pennsylvania freight track near Newark Ave. and Seventh Street.

We also learn from Boyd's Jersey City and Hoboken Directory that Ferris resided at 264 6th St., across the street from the embankment, as it was being raised. (He lived with his wife and nine children in a number of houses in the vicinity before settling in to the still standing large brownstone at 569 Jersey Ave., itself only a few blocks from the embankment.) He was elected to the American Society of Civil Engineers in "about 1900," and was thought "one of the big men in his profession." In 1903 his firm was re-organized, becoming Stillman, Delehanty and Ferris Co.. "Mr. Ferris was then put in entire active charge of the firm, and was considered the directing head." In 1912 he was made President. (The Jersey Journal published two extended biographical pieces on Ferris. The first, This Is the Man Whose Scalp Is Sought, April 6, 1914, p. 1., appeared at the height of his political crisis; the second, Ferris Funeral Tuesday, May 16, 1914, at his death. While roughly similar, they do contain some contradictory material.)

Ferris assumed direction of the Jersey City Department of Public Improvement in 1913. Along with his friend Dr. McLaughlin, the "City Bacteriologist," he attacked the cause of contamination at the City's newly opened water plant in Boonton, New Jersey. "From the Boonton Reservoir alone 10,000 cubic yards of weeds were removed." Fired political appointees were displeased. He personally inspected work on City street paving contracts, also annoying politically favored contractors. The "Dr. Goethals of Jersey City" drafted a plan for a comprehensive sewer system.

From the reformist perspective, this was good government.

His opponents counter-attacked. They discovered a clause in the Walsh Act that prohibited commissioners from having private business dealings with regulated utilities, such as railroads. (Ferris continued to manage his engineering/consulting firm, which worked primarily for

railroads.) Ferris, fearing that there was "a cloud upon his title to the office" announced in the spring of 1914 that, unless an ongoing effort to amend the Walsh Act was successful, he would resign. From the Journal's perspective, "You see, the 'boys' are not used to working for a business man. They can't understand why business should replace politics, and they haven't gotten over it yet" (This Is The Man Whose Scalp Is Sought, April, 6, 1914, p. 1). At the height of the controversy the Journal published a front page photograph of Ferris, looking rather like a post office "wanted" poster, and under it ran the caption "This Is The Man Whose Scalp Is Sought." There followed a lengthy account of how "Jim" Ferris spent his day, doing the public's work (See Illustration 8).

The effort to amend the Walsh Act failed and Ferris resigned, effective May 4, 1914. He agreed to continue to inspect public work for the City as a volunteer. On May 15, 1914, James Ferris dropped dead of "acute indigestion." To the Evening Journal's editorialist, the true culprits were the "minions of machine politics.... Friends of Jim Ferris are saying today he died of a broken heart..." (Editorial, May 16, p. 16) (See Illustration 9).

Ferris was buried out of his high-style Italianate brownstone on Jersey Avenue. His casket was borne by his fellow engineers and bacteriologist friend down the high stoop as a band in the street played "Nearer My God to Thee." His funeral was the sort of public ritual at which the Victorians and Edwardians excelled. Although he lived only one block from St. Mary's church, of which he was a trustee, his casket was born in a procession from his home to Coles St., then to Hamilton Park (6 blocks away), then to Grove St. and the church. This allowed the throng that had gathered in the street in front of his home to distribute itself throughout the neighborhood. As the procession of about 2,500 people passed through the streets, two bands played. City buildings were closed, residences draped in mourning. Twice the procession passed under the embankment's plate girder bridges (Thousands Join in City's Last Tribute to the Memory of James J. Ferris, May 19, 1914, p. 1).

At St. Mary's, the crowd was vastly larger than the seating. The crowd struggled to enter the church. The City's young Public Safety Director, Frank Hague, pointedly gave up his seat to maintain order outside the building. As the one and one-half mile procession made its way up Bergen Hill to Holy Name Cemetery, students at Dickinson High School were released from class to witness. It was, said the City's undertakers the following day, the largest funeral in memory. Extra funeral carriages had even been brought over from New York (Ferris Funeral Was the Largest in the City's History, May 20, 1914, p. 2).

James Ferris is remembered today as a name affixed to a Downtown Jersey City High School. The Harsimus Branch Embankment, used occasionally by Conrail until the early 1990s, remains, the sturdy vestige of a rail economy and a rail landscape that once dominated lower Jersey City. The masonry and earth structure possesses remarkable physical integrity. It stands as a multi-coded cenotaph. It is a survivor of that "golden age of railroading" when "railroads were at their zenith" (Cunningham, 1997, p. 265). It is a more cryptic marker of the half-remembered struggles over its location, ownership, taxation and elevation. And it is an entirely appropriate self-engineered memorial to the memory of an important and seemingly exemplary personage in Jersey City history.

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The American Standard (Jersey City, New Jersey) For coverage of debate surrounding selection of railroad freightway route.

The Jersey City Evening Journal, later *Jersey Journal (Jersey City, New Jersey)*

Articles on Construction of Embankment: (All *Evening/Jersey Journal*). Note: microfilm collection of *Journal* for this period is **not** complete; pagination is sometimes difficult to establish, due to the *Journal's* habit of altering the newspaper's composition during the course of the day for various editions and special editions. In some cases, pages are torn or missing. Display quality of the microfilm is also often poor.

- April 3, 1901 *Pennsylvania R.R. to Widen Roadbed*
- April 5, 1901 *Depression of Grove St.*
- May 4, 1901 *P.R.R. Widening Tracks*
- June 1, 1901 *P.R.R.'S Massive Retaining Wall*
- Sept. 10, 1901 *Harsimus Cove Improvements*
- Sept 26, 1901 *Houses Must Make Way for RR*
- Oct. 5, 1901 *Mr. Andrus Sells 101 Erie*
- Oct. 12, 1901 *Apt House Property for Sale*
- Nov. 23, 1901 *P.R.R.'S Great Work in Greenville*
- April 25, 1902 *P.R.R. Pushing Work on New Freight Line*
- May 12, 1902 *They Can't Sleep Because of Trains*
- June 11, 1902 *P.R.R.'S Great Work Along Sixth Street.*
- July 21, 1902 *115 Tons of Iron Falls from Trestle*
- Oct. 15, 1902 *Real Estate News*
- Nov. 19, 1902 *P.R.R. Trestles Near Sixth Street.*
- Nov. 1, 1906 *The Change of Grade on Newark Ave.*
- June 30, 1907 *City to Sue P.R.R. Twice*
- Oct. 15, 1913 *Want the P.R.R. to Remove Shoring*

James J. Ferris Biography

April 6, 1914 *This Is The Man Whose Scalp Is Sought*

April 28, 1914 *Editorial*

May 16, 1914 *Ferris Funeral Tuesday and Cartoon*

May 19, 1914 *Thousands Join in City's Last Tribute to the Memory of James J. Ferris*

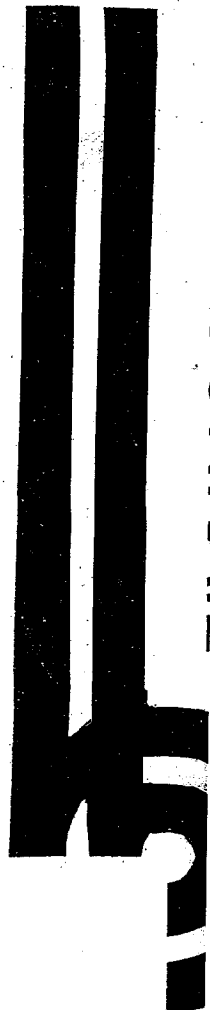
May 20, 1914 *Ferris Funeral Was the Largest in City's History*

Embankment Home | Jersey City Landmarks Conservancy

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P.O. Box 68, Jersey City, NJ 07303-0068 | Tel: 201.420.1885 | Email: info@jclandmarks.org

Exhibit E: Appendix B

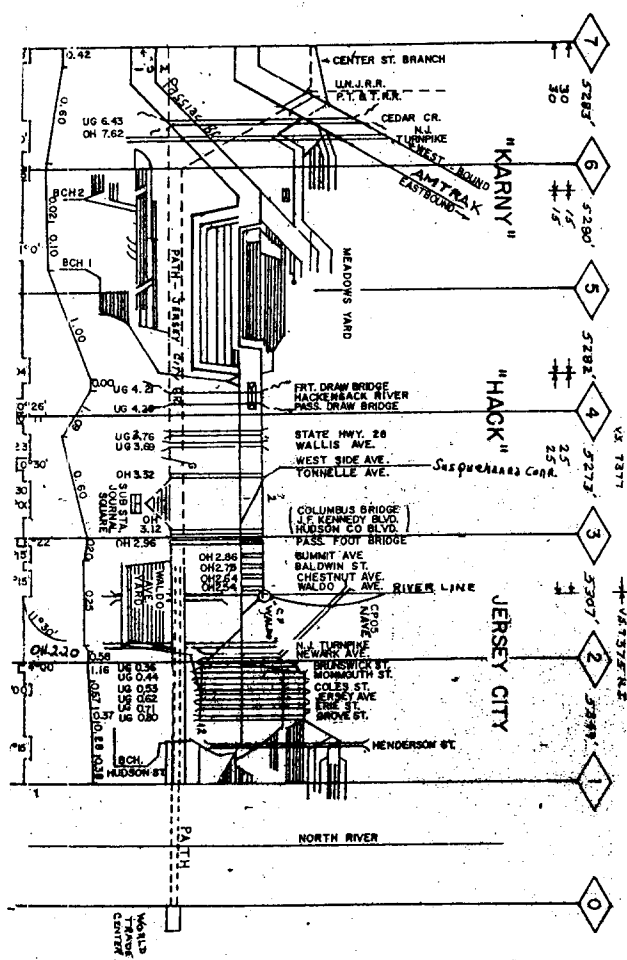


MAINTENANCE PROGRAM
AND
TRACK CHART

ATLANTIC REGION

NEW JERSEY DIVISION

CORRECT TO 1-1-80

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MELDING	
SOMETHING	
TIES	89
BARS	
RAIL	119-691
BRI. CLEAN	
(ONHIDE (G))	0.9

[illegible]

SURVEILLANCE		1-15		1-16		1-17		1-18		1-19		1-20		1-21		1-22		1-23		1-24		1-25		1-26		1-27		1-28		1-29		1-30		1-31		1-32		1-33		1-34		1-35		1-36		1-37		1-38		1-39		1-40		1-41		1-42		1-43		1-44		1-45		1-46		1-47		1-48		1-49		1-50		1-51		1-52		1-53		1-54		1-55		1-56		1-57		1-58		1-59		1-60		1-61		1-62		1-63		1-64		1-65		1-66		1-67		1-68		1-69		1-70		1-71		1-72		1-73		1-74		1-75		1-76		1-77		1-78		1-79		1-80		1-81		1-82		1-83		1-84		1-85		1-86		1-87		1-88		1-89		1-90		1-91		1-92		1-93		1-94		1-95		1-96		1-97		1-98		1-99		1-100	
1-1	1-2	1-3	1-4	1-5	1-6	1-7	1-8	1-9	1-10	1-11	1-12	1-13	1-14	1-15	1-16	1-17	1-18	1-19	1-20	1-21	1-22	1-23	1-24	1-25	1-26	1-27	1-28	1-29	1-30	1-31	1-32	1-33	1-34	1-35	1-36	1-37	1-38	1-39	1-40	1-41	1-42	1-43	1-44	1-45	1-46	1-47	1-48	1-49	1-50	1-51	1-52	1-53	1-54	1-55	1-56	1-57	1-58	1-59	1-60	1-61	1-62	1-63	1-64	1-65	1-66	1-67	1-68	1-69	1-70	1-71	1-72	1-73	1-74	1-75	1-76	1-77	1-78	1-79	1-80	1-81	1-82	1-83	1-84	1-85	1-86	1-87	1-88	1-89	1-90	1-91	1-92	1-93	1-94	1-95	1-96	1-97	1-98	1-99	1-100																																																																										

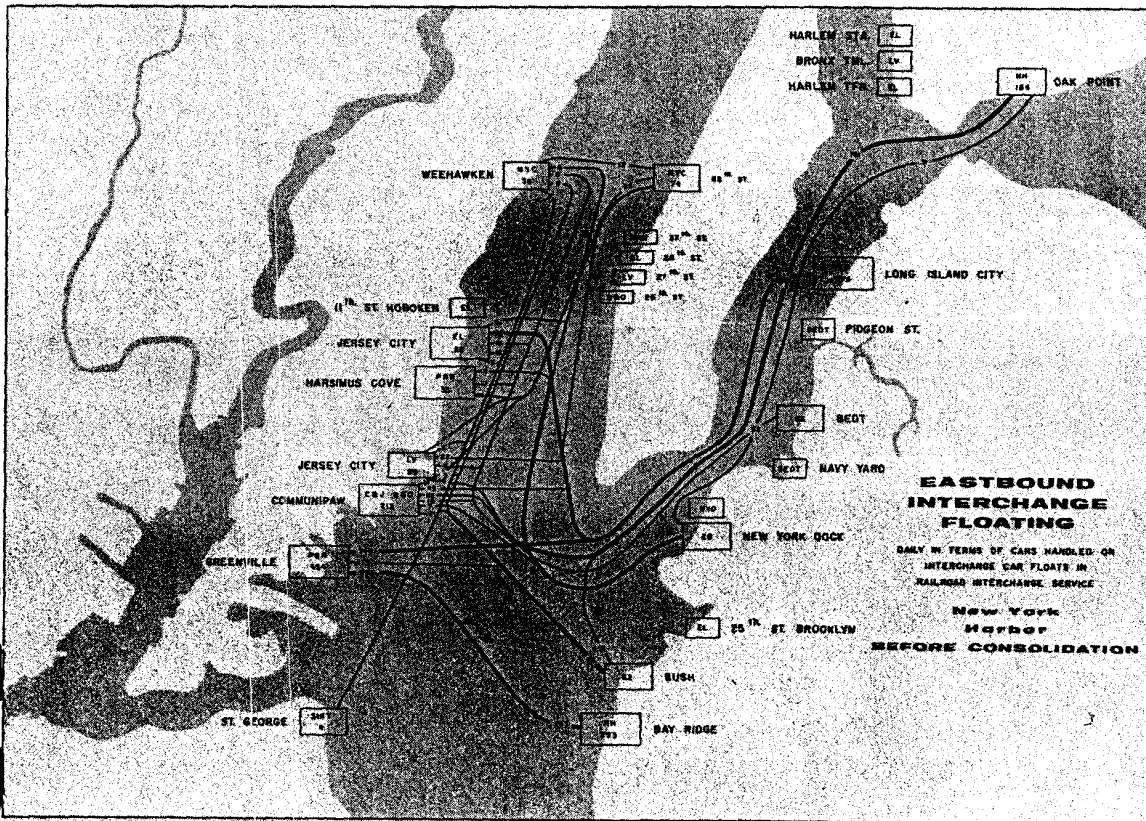
Exhibit F

Condit, Carl The Port of New York, vol II, 1981 (Oxford)
 source: Tri-State Transportation Committee, 1964

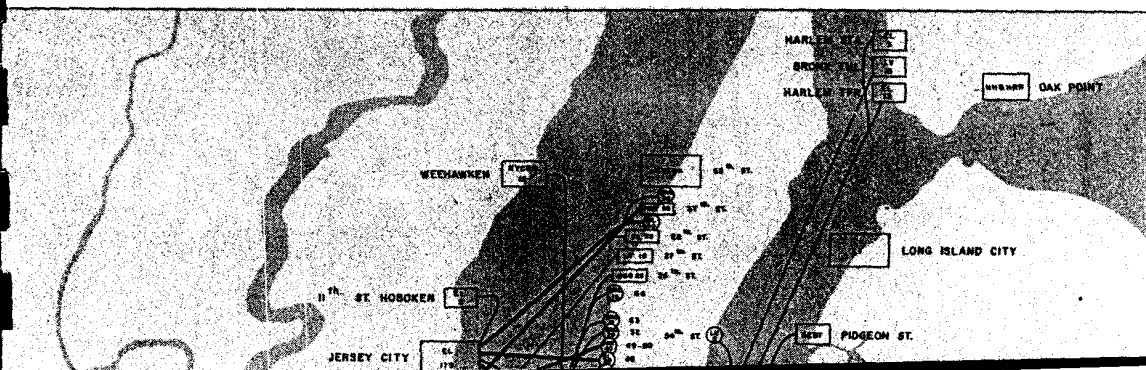
106

Fig. 32. Map of New York Harbor showing car-float routes for interchange freight, 1960-61.

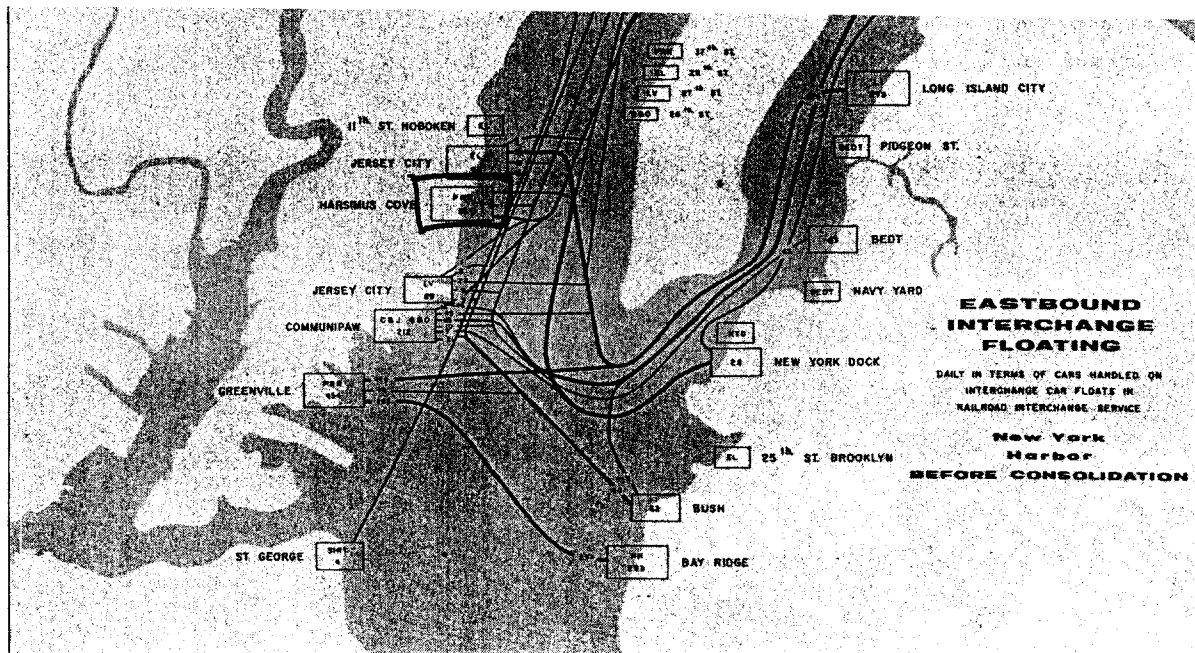
Fig. 33. Map of New York Harbor showing car-float routes for freight to be loaded or unloaded at freight stations on piers or on the land, 1960-61.



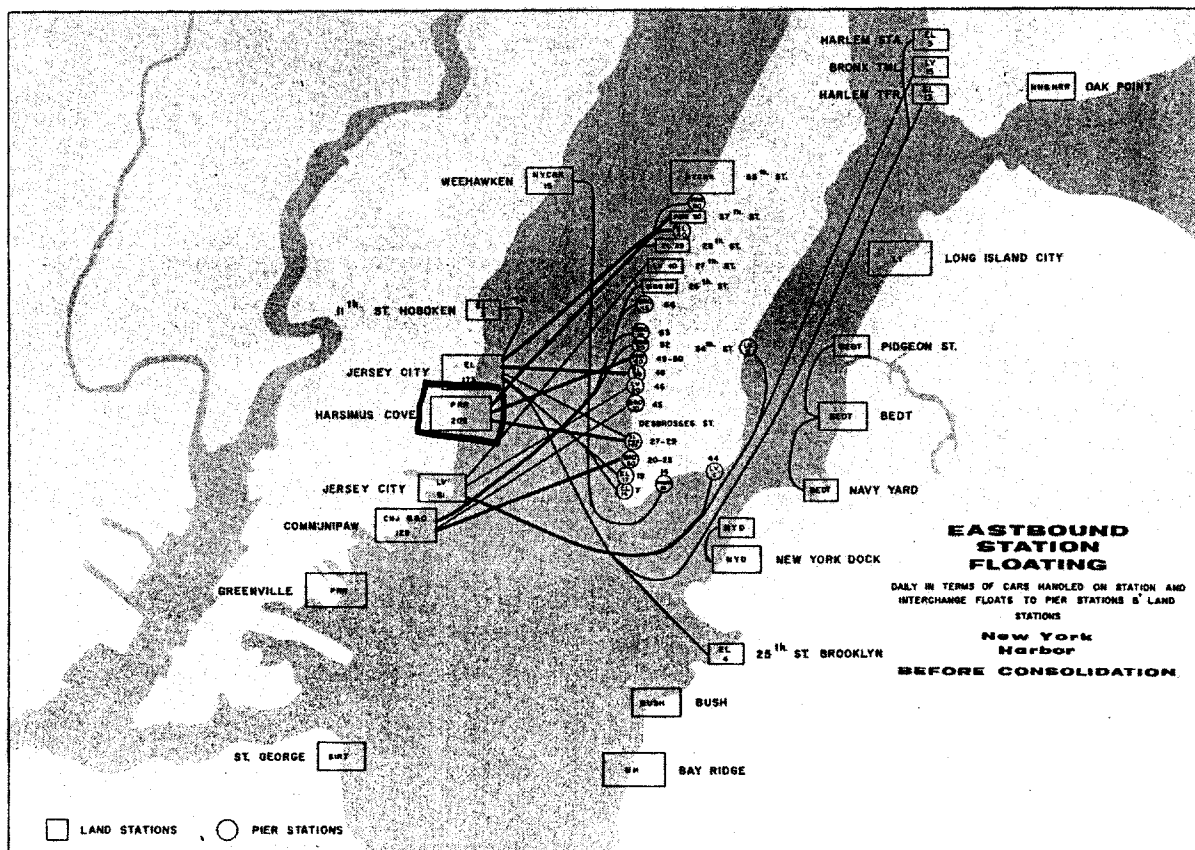
32



p106
(bottom)



32

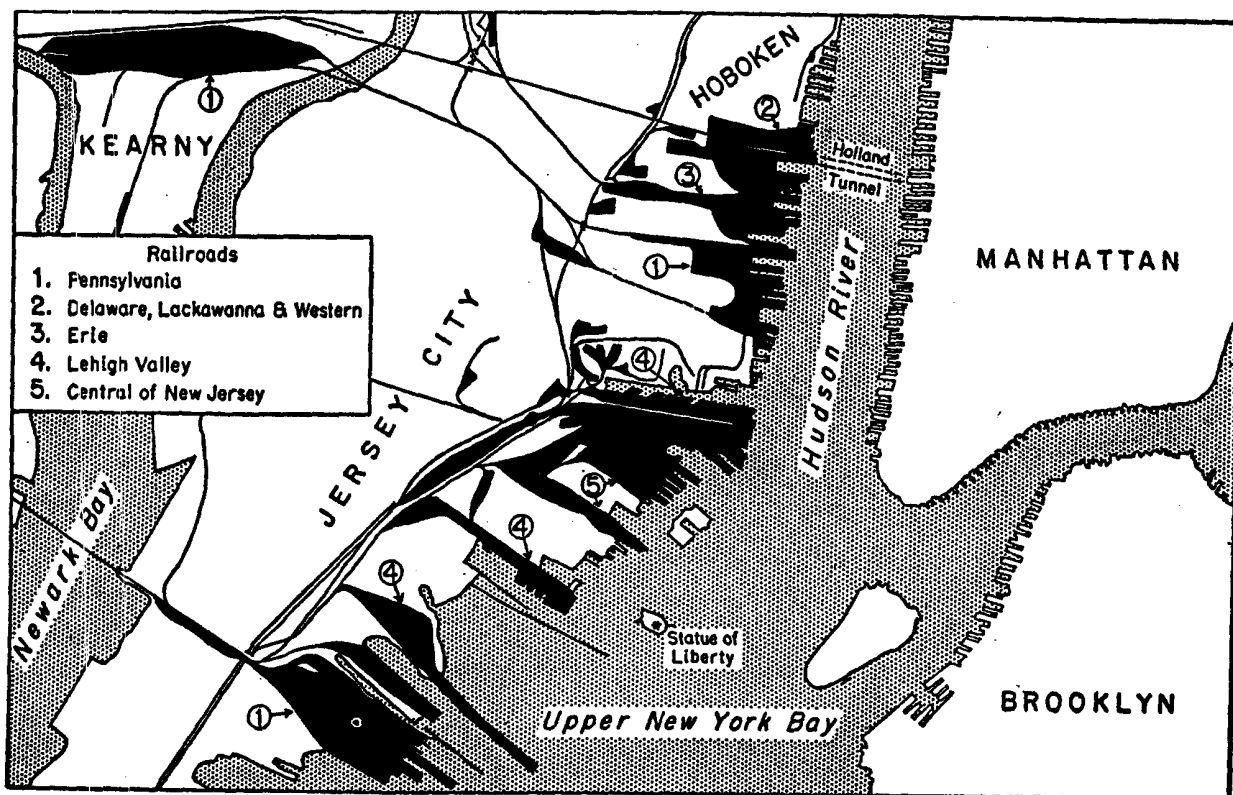


33

source: Tri-State Transportation Committee, 1964

Fig. 58. Map showing the railroad terminals and yards distributed along the Hoboken and Jersey City waterfront.

① - Hausman yards, embankment & Row, to Walden meadows RR yards. (top left of ①)



Candit, Carl The Port of New York, Vol I (1980)
 source: Benjamin Chinitz. Freight and the Metropolis

Exhibit G

City Clerk File No. Ord. 03-010

Agenda No. 3.J 1st Reading

Agenda No. 4.J 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 03-010

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ADOPTING AMENDMENTS TO THE CITY CODE CHAPTER 345, LAND
DEVELOPMENT ORDINANCE, ARTICLE 30, HISTORIC PRESERVATION
(EMBANKMENT)**

WHEREAS, the "Pennsylvania Railroad Harsimus Branch Embankment" was built in 1901-1905 on the site of an earlier 19th century freight way to facilitate the Pennsylvania Railroad in establishing a major freight yard on the Hudson River which contributed greatly to the growth of the Port of New York and New Jersey; and

WHEREAS, the embankment, as part of the largest transportation system in the country, facilitated the dedication of most of the Jersey City Waterfront to rail and rail related uses; and

WHEREAS, the monumental stone and earth structures comprising the embankment, although lacking their connecting iron plate bridges, are rare survivors of the age of railroad transport and are especially deserving of protection; and

WHEREAS, the "Pennsylvania Railroad Harsimus Branch Embankment" deserves recognition as a series of historically significant structures which played an important part in the social and economic development of downtown Jersey City; and

WHEREAS, the designation of the "Pennsylvania Railroad Harsimus Branch Embankment" as a historic landmark would protect and preserve the structure from demolition or alteration without review by the Jersey City Historic Preservation Commission; and

WHEREAS, the subject property is currently located at the following blocks and lots:

Block: 212	Lot: A
247	50.A
280	50.A
317.5	50.A
354.1	50.A
389.1	A

and

WHEREAS, the subject property is currently owned by the Consolidated Rail Corporation otherwise known as Conrail; and

WHEREAS, Chapter 345, Article 30, Section F, "Procedure for Nominating Sites, Landmarks and Districts for Local Designation" provides that "Any interested party may nominate a site, landmark or district for local designation. The nomination may originate at either the Historic preservation Commission, the Planning Board or City Council; however in any case, it shall be reviewed by all these bodies;" and

WHEREAS, a petition for local landmark designation for the "Pennsylvania Railroad Harsimus Branch Embankment" was submitted to the Historic Preservation Commission on July 8th 2002; and

WHEREAS, at the July 8th 2002 regular meeting of the Jersey City Historic Preservation Commission, the Commission did review the petition and recommend its approval; and

WHEREAS, at the December 16, 2002 regular meeting of the Jersey City Planning Board, the Planning Board did review the recommendation of the Historic Preservation Commission dated August 6th 2002 and the State and National Registers of Historic Places Nomination and recommended submission to the City Council for approval;

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ADOPTING AMENDMENTS TO THE CITY CODE CHAPTER 345, LAND
DEVELOPMENT ORDINANCE, ARTICLE 30, HISTORIC PRESERVATION
(EMBANKMENT)**

NOW, THEREFORE, BE IT ORDAINED, by the Municipal Council of the City of Jersey City that City Code Chapter 345 Land Development Ordinance §345-30 "Historic Preservation Review and Procedures" be amended as follows: (Material indicated by bold italic *thusly* is new material that is intended to be enacted.)

Section 345-30 Historic Preservation Review and Procedures

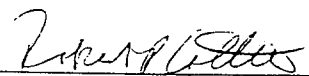
G. Historic Districts/Landmarks

Pursuant to this section, the following historic districts and landmark buildings, objects, sites, structures or landscape features are designated and recognized as "historic" and shall enjoy the protection of law as herein provided.

Landmarks:	Date
<i>Pennsylvania Railroad Harsimus Branch Embankment</i>	<i>[Date of City Council Adoption]</i>
Apple Tree House	5-24-2000
Ellis Island	6-22-1994
Dickinson High School	5-27-1980
Historic Districts:	
Harsimus Cove	7-21-1983
Hamilton Park	2-1-1977
Van Vorst Park	2-1-1977
Paulus Hook	2-1-1977

BE IT FURTHER ORDAINED THAT:

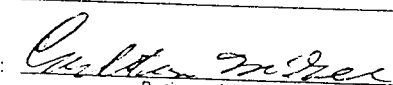
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.

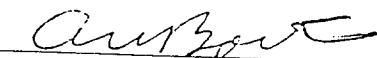


Robert D. Cotter, PP, AICP
Director, Division of City Planning

APPROVED: _____

APPROVED AS TO LEGAL FORM

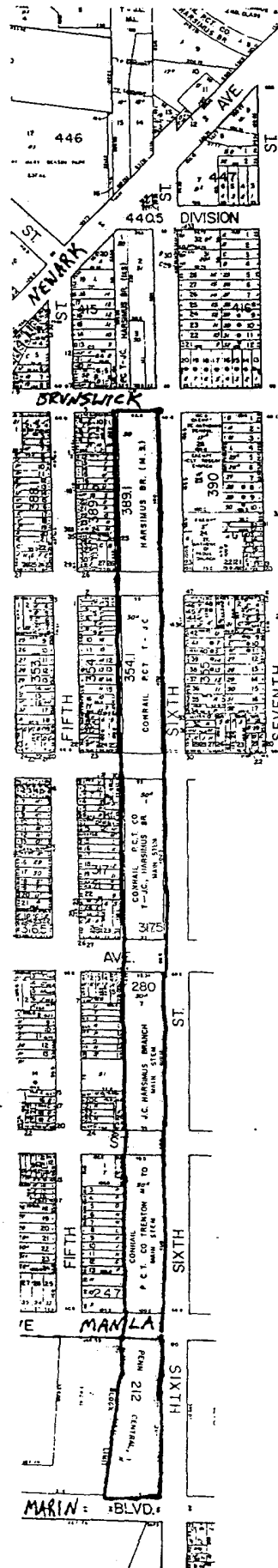
APPROVED: 
Business Administrator


Corporation Counsel

Certification Required ☐
Not Required ☒

0200002

Marine Highway Parisinus Branch Embankment



SUMMARY

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AN AMENDMENT TO THE CITY CODE CHAPTER 345, LAND DEVELOPMENT ORDINANCE, ARTICLE 30, HISTORIC PRESERVATION (EMBANKMENT)

This ordinance would officially designate the "Pennsylvania Railroad Harsimus Branch Embankment" as a local historic landmark, ensuring protection and preservation of the structure from demolition or significant alteration pursuant to Chapter 345, Article 30, Section G.

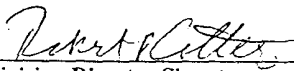
Date Submitted to B.A. _____

ORDINANCE FACT SHEET

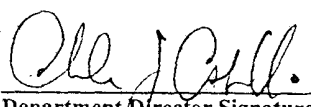
1. **Full Title of Ordinance:**
ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ADOPTING AMENDMENTS TO THE CITY CODE CHAPTER 345, LAND DEVELOPMENT
ORDINANCE, ARTICLE 30, HISTORIC PRESERVATION
2. **Name and Title of Person Initiating the Ordinance:**
Mark Munley, Director, HEDC
3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance:**
This ordinance adopts an amendment to the City's Land Development Ordinance recognizing the
"Pennsylvania Rail Road Harsimus Branch Embankment" as a locally designated Historic
Landmark.
4. **Reasons (Need) for the Proposed Program, Project, etc.:**
The "Pennsylvania Rail Road Harsimus Branch Embankment" is a series of structures spanning
six blocks along Sixth Street, which once carried freight through downtown Jersey City to the
railroad's Harsimus Yards. The structures, once joined by plate girder bridges, are mainly
constructed of massive masonry retaining walls and earthen fill and measure approximately 400
feet long by 100 feet wide.

In 1997, local preservationists began the process of achieving landmark status in order to preserve
these historically significant structures. The State Historic Preservation Office has listed the
structures on the State Register of Historic Places. The Jersey City Historic Preservation
Commission and the Jersey City Planning Board have formally recommended Municipal
Landmark Designation.
5. **Anticipated Benefits to the Community:**
The proposed amendments will protect the structures from demolition or significant alteration
without review by the Jersey City Historic Preservation Commission and the City's Historic
Preservation Specialist. The structures, which are a significant reminder of the role of railroads in
the history of downtown Jersey City, are important to complete the interpretation of the adjoining
historic districts of Harsimus Cove and Hamilton Park.
6. **Cost of Proposed Project (Requirement):**
\$0.00 There are no new costs to the City.
7. **Date Proposed Requirement will commence:**
Immediately upon adoption
8. **Anticipated Completion Date:**
Immediately upon adoption
9. **Person Responsible for Coordinating Proposed Program, Project, etc.:**
Robert D. Cotter, Director of City Planning 547-5050
10. **Additional Comments:**
None

I Certify that all the Facts Presented Herein are Accurate.


Division Director Signature

12/30/02
Date


(Acting) Department Director Signature

12/30/02
Date

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 03-010

3.3. JAN 0 8 2003

4.1. JAN 2 2 2003

TITLE: Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the City Code Chapter 345, Land Development Ordinance, Article 30, Historic Preservation (Embankment).



RECORD OF COUNCIL VOTE ON INTRODUCTION													JAN 0 8 2003		9-0	
COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.			
BRENNAN	✓				GAUGHAN	✓				HEALY	✓					
DONNELLY	✓				MALDONADO	✓				VEGA	✓					
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES.	✓					

✓ Indicates Vote

N.V. - Not Voting (Abstain)

✓ Indicates Vote

N.V.--Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING													JAN 2 2 2003		8-0				
Councilperson MALDONADO				moved, seconded by Councilperson BRENNAN						to close P.H.:									
COUNCILPERSON	AYE	NAY	N.V.			COUNCILPERSON	AYE	NAY	N.V.			COUNCILPERSON	AYE	NAY	N.V.				
BRENNAN	✓					GAUGHAN	✓					HEALY	✓						
DONNELLY	ABSENT					MALDONADO	✓					VEGA	✓						
LIPSKI	✓					RICHARDSON	✓					SMITH, PRES.	✓						
✓ Indicates Vote																		N.V.--Not Voting (Abstain)	
MAUREEN CROWLEY						LEON YOST													
KAREN KOSDON						SAM PESIN													
STEVEN GUCCIARDO						BOB RYAN													
MARK ROTELLA						JOHN FIORILLA													
JANICE MONSON																			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

MAUREEN CROWLEY
KAREN KOSDON
STEVEN GUCCIARDO
MARK ROTELLA
JANICE MONSON

LEON YOST
SAM PESIN
BOB RYAN
JOHN FIORILLA

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY													
Councilperson				moved to amend* Ordinance, seconded by Councilperson						& adopted			
COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.
BRENNAN					GAUGHAN					HEALY			
DONNELLY					MALDONADO					VEGA			
LIPSKI					RICHARDSON					SMITH, PRES.			
✓ Indicates Vote													
N.V.--Not Voting (Abstain)													

✓ Indicates Vote

N.V.--Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE													JAN 2 2 2003		7-1	
COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.			
BRENNAN	✓				GAUGHAN	✓				HEALY	✓					
DONNELLY	ABSENT				MALDONADO	✓				VEGA	✓					
LIPSKI		✓			RICHARDSON	✓				SMITH, PRES.	✓					
✓ Indicates Vote															N.V. - Not Voting (Abstain)	

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on

JAN 0 8 2003

Adopted on second and final reading after hearing on

JAN 2 2 2003

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

JAN 2 2 2003

Robert Byrne, City Clerk

APPROVED:
L. Harvey Smith, Council President

Date JAN 2 2 2003

*Amendment(s):

APPROVED:
Glenn D. Cunningham, Mayor

Date 1-27-03

Date To Mayor JAN 2 3 2003

City Clerk File No. Ord. 04-096
Agenda No. 3.0 1st Reading
Agenda No. 4.0 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 04-096

TITLE: **ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ACQUIRE BY PURCHASE OR CONDEMNATION PROPERTY LOCATED WITHIN BLOCK 212, LOT M, BLOCK 247, LOT 50A, BLOCK 280, LOT 50A, BLOCK 317.5, LOT 50A, BLOCK 354.1, LOT 50A, BLOCK 389.1, LOT 50 AND BLOCK 415, LOTS 50 AND 50.PL, MORE COMMONLY KNOWN AS THE SIXTH STREET EMBANKMENT**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Consolidated Rail is the owner of a 6.6 acre property designated as Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 and 50.PL, on the City of Jersey City's Official Tax Assessment Map and more commonly known as the Sixth Street Embankment [Property]; and

WHEREAS, most of the site that is raised above grade was formerly used as a railroad embankment; and

WHEREAS, it has been determined that the Property is no longer needed for any railroad purpose or use; and

WHEREAS, pursuant to the Eminent Domain Act of 1971, N.J.S.A. 203-1 et seq., a municipality may acquire property for a public purpose; and

WHEREAS, the City of Jersey City desires to acquire the Property from Consolidated Rail as open space and to eventually construct a public park thereon, which purposes are valid public purposes; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The following properties are needed for a municipal public use, that is an open space and public park: Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 and 50.PL, on the City of Jersey City's Official Tax Assessment Map and more commonly known as the Sixth Street Embankment; and
2. The Corporation Counsel of the City of Jersey City or his duly designated agent and the Business Administrator are authorized and directed to undertake any actions and execute any documents necessary or appropriate to acquire the property either by purchase or condemnation in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 et seq.
3. The Corporation Counsel or the Business Administrator are authorized and directed to solicit proposals to engage the services of surveyors, title insurance companies, appraisers and any other professionals whose services are necessary or appropriate to implement the purposes of this ordinance.
4. This Ordinance shall take effect at the time and in the manner as provided by law.

5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face**
and repealed matter by *italic*.

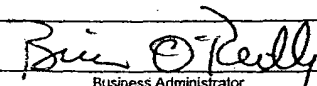
JM/ph
8-9-04

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED:

APPROVED:


Business Administrator

Certification Required ☐

Not Required ☐

Ordinance of the City of Jersey City, N.J.

Ord. 04-096

ORDINANCE NO.

TITLE:

3.0. AUG 11 2004

4.0. SEP 08 2004

Ordinance authorizing the City of Jersey City to acquire by purchase of condemnation property located within Block 212, Lot M, Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 & 50.PL, more commonly known as the Sixth Street Embankment.



RECORD OF COUNCIL VOTE ON INTRODUCTION

AUG 11 2004 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
BRENNAN	✓			GAUGHAN	✓			HEALY	✓		
DONNELLY	✓			MALDONADO	✓			VEGA	✓		
LIPSKI	✓			RICHARDSON	✓			SMITH, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING

SEP 08 2004

Councilperson <u>RICHARDSON</u>				moved, seconded by Councilperson <u>BRENNAN</u>				to close P.H.: <u>9-0</u>						
COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.	
BRENNAN	✓				GAUGHAN	✓				HEALY	✓			
DONNELLY	✓				MALDONADO	✓				VEGA	✓			
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES.	✓			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

YVONNE BALZER
STEVE GUCCIARDO
DANIEL LEVIN
JOHN GOMEZ

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson					moved to amend* Ordinance, seconded by Councilperson					& adopted				
COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.	
BRENNAN					GAUGHAN					HEALY				
DONNELLY					MALDONADO					VEGA				
LIPSKI					RICHARDSON					SMITH, PRES.				

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE

SEP 08 2004 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
BRENNAN	✓			GAUGHAN	✓			HEALY	✓		
DONNELLY	✓			MALDONADO	✓			VEGA	✓		
LIPSKI	✓			RICHARDSON	✓			SMITH, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on

AUG 11 2004

Adopted on second and final reading after hearing on

SEP 08 2004

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

SEP 08 2004

Robert Byrne, City Clerk

APPROVED:

L. Harvey Smith, Council President / ACTING MAYOR

Date SEP 08 2004

APPROVED:

Date SEP 09 2004

Date To Mayor

*Amendment(s):

City Clerk File No. Ord. 04-096
Agenda No. 3.0 1st Reading
Agenda No. 4.0 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.



COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 04-096

TITLE: **ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ACQUIRE BY PURCHASE OR CONDEMNATION PROPERTY LOCATED WITHIN BLOCK 212, LOT M, BLOCK 247, LOT 50A, BLOCK 280, LOT 50A, BLOCK 317.5, LOT 50A, BLOCK 354.1, LOT 50A, BLOCK 389.1, LOT 50 AND BLOCK 415, LOTS 50 AND 50.PL, MORE COMMONLY KNOWN AS THE SIXTH STREET EMBANKMENT**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Consolidated Rail is the owner of a 6.6 acre property designated as Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 and 50.PL, on the City of Jersey City's Official Tax Assessment Map and more commonly known as the Sixth Street Embankment [Property]; and

WHEREAS, most of the site that is raised above grade was formerly used as a railroad embankment; and

WHEREAS, it has been determined that the Property is no longer needed for any railroad purpose or use; and

WHEREAS, pursuant to the Eminent Domain Act of 1971, N.J.S.A. 203-1 et seq., a municipality may acquire property for a public purpose; and

WHEREAS, the City of Jersey City desires to acquire the Property from Consolidated Rail as open space and to eventually construct a public park thereon, which purposes are valid public purposes; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The following properties are needed for a municipal public use, that is an open space and public park: Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 and 50.PL, on the City of Jersey City's Official Tax Assessment Map and more commonly known as the Sixth Street Embankment; and
2. The Corporation Counsel of the City of Jersey City or his duly designated agent and the Business Administrator are authorized and directed to undertake any actions and execute any documents necessary or appropriate to acquire the property either by purchase or condemnation in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 et seq.
3. The Corporation Counsel or the Business Administrator are authorized and directed to solicit proposals to engage the services of surveyors, title insurance companies, appraisers and any other professionals whose services are necessary or appropriate to implement the purposes of this ordinance.
4. This Ordinance shall take effect at the time and in the manner as provided by law.

5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face**
and repealed matter by *italic*.

JM/ph
8-9-04

APPROVED AS TO LEGAL FORM

Harold Black
Corporation Counsel

APPROVED:

APPROVED:

Bill O'Reilly
Business Administrator

Certification Required ☐
Not Required ☐

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 04-096

TITLE: 3.0. AUG 1 1 2004 4.0. SEP 0 8 2004

Ordinance authorizing the City of Jersey City to acquire by purchase of condemnation property located within Block 212, Lot M, Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 & 50.PL, more commonly known as the Sixth Street Embankment.



RECORD OF COUNCIL VOTE ON INTRODUCTION												AUG 11 2004			9-0	
COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.			
BRENNAN	✓				GAUGHAN	✓				HEALY	✓					
DONNELLY	✓				MALDONADO	✓				VEGA	✓					
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES.	✓					
✓ Indicates Vote															N.V.—Not Voting (Abstain)	

✓ Indicates Vote

N.V.—Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING												SEP 0 8 2004	
Councilperson <u>RICHARDSON</u>				moved, seconded by Councilperson <u>BRENNAN</u>				to close P.H.: <u>9-0</u>					
COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.
BRENNAN	✓				GAUGHAN	✓				HEALY	✓		
DONNELLY	✓				MALDONADO	✓				VEGA	✓		
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES.	✓		
✓ Indicates Vote													
N.V.-Not Voting (Abstain)													

✓ Indicates Vote

N.V.—Not Voting (Abstain)

YVONNE BALZER
STEVE GUCCIARDO
DANIEL LEVIN
JOHN GOMEZ

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY													
Councilperson				moved to amend* Ordinance, seconded by Councilperson						& adopted			
COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.
BRENNAN					GAUGHAN					HEALY			
DONNELLY					MALDONADO					VEGA			
LIPSKI					RICHARDSON					SMITH, PRES.			

✓ Indicates Vote

N.V.—Not Voting (Abstain)

✓ Indicates Vote

N.V.—Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE												SEP 0 8 2004 9-0			
COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.		
BRENNAN	✓				GAUGHAN	✓				HEALY	✓				
DONNELLY	✓				MALDONADO	✓				VEGA	✓				
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES.	✓				

✓ Indicates Vote

N.V. - Not Voting (Abstain)

✓ Indicates Vote

N.V.—Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 1 1 2004

Adopted on second and final reading after hearing on SEP 0 8 2004

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 0 8 2004

Robert Byrne
Robert Byrne, City Clerk

APPROVED: L. Harvey Smith
L. Harvey Smith, Council President / ACTING MAYOR

Date SEP 0 8 2004

APPROVED: _____

Date SEP 0 9 2004

Date To Mayor _____

*Amendment(s):

City Clerk File No. Ord. 05-064
Agenda No. 3.G 1st Reading
Agenda No. 4.F 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 05-064

TITLE: ORDINANCE AMENDING ORDINANCE 04-096 THAT AUTHORIZED THE CITY OF JERSEY CITY TO ACQUIRE BY PURCHASE OR CONDEMNATION CERTAIN PROPERTY COLLECTIVELY KNOWN AS THE SIXTH STREET EMBANKMENT, TO INCLUDE ONE ADDITIONAL PROPERTY, SPECIFICALLY BLOCK 446, LOT 18A

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City desires to acquire certain Property from Consolidated Rail for use as open space and to eventually construct a public park thereon, to be known as the Sixth Street Embankment, which purposes are valid public purposes; and

WHEREAS, by the adoption of Ordinance 04-096 on September 8, 2004, the City of Jersey City authorized the acquisition of property designated as Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 and 50.PL, on the City of Jersey City's Official Tax Assessment Map and more commonly known as the Sixth Street Embankment [Property]; and

WHEREAS, Block 446, Lot 18A, although needed for such purposes, was inadvertently omitted from Ordinance 04-096; and

WHEREAS, the Property is no longer used or needed for any railroad purpose; and

WHEREAS, pursuant to the Eminent Domain Act of 1971, N.J.S.A. 203-1 et seq., a municipality may acquire property for a public purpose.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The following properties are needed for a municipal public use, that is, an open space and public park: Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389.1, Lot 50, Block 415, Lots 50 and 50.PL, and Block 446, Lot 18A, on the City of Jersey City's Official Tax Assessment Map and more commonly known collectively as the Sixth Street Embankment; and
2. The Corporation Counsel of the City of Jersey City or his duly designated agent and the Business Administrator are authorized and directed to undertake any actions and execute any documents necessary or appropriate to acquire the property either by purchase or condemnation in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 et seq.
3. The Corporation Counsel or the Business Administrator are authorized and directed to solicit proposals to engage the services of surveyors, title insurance companies, appraisers and any other professionals whose services are necessary or appropriate to implement the purposes of this ordinance.

5000253

4. This Ordinance shall take effect at the time and in the manner as provided by law.
5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face**
and repealed matter by *italic*.

JM/he
5-13-05

5 0 0 0 2 5 3

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

APPROVED: _____

APPROVED: _____

Roger Hugo
Acting Business Administrator

Certification Required ☐
Not Required ☒

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 05-064

TITLE: 3.G. MAY 18 2005 4.F. JUN 08 2005



Ordinance amending Ordinance 04-096 that authorized the City of Jersey City to acquire by purchase or condemnation certain property collectively known as the Sixth Street Embankment to include one additional property specifically Block 446, Lot 18A.

RECORD OF COUNCIL VOTE ON INTRODUCTION MAY 18 2005 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
BRENNAN	✓			GAUGHAN	✓			CURRAN	✓		
DONNELLY	✓			MALDONADO	✓			VEGA	✓		
LIPSKI	ABSENT			RICHARDSON	✓			SMITH, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JUN 08 2005 9-0											
Councilperson	AYE	NAY	N.V.	moved, seconded by Councilperson	AYE	NAY	N.V.	to close P.H.:	AYE	NAY	N.V.
BRENNAN	✓			GAUGHAN	✓			CURRAN	✓		
DONNELLY	✓			MALDONADO	✓			VEGA	✓		
LIPSKI	✓			RICHARDSON	✓			SMITH, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

YVONNE BALGER
EDWARD Mc KIRDY
CARMINA ALAMPI
MARCIA ADAMS

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson	AYE	NAY	N.V.	moved to amend* Ordinance, seconded by Councilperson	AYE	NAY	N.V.	& adopted	AYE	NAY	N.V.
BRENNAN				GAUGHAN				CURRAN			
DONNELLY				MALDONADO				VEGA			
LIPSKI				RICHARDSON				SMITH, PRES.			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE JUN 08 2005 8-0-1											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
BRENNAN	✓			GAUGHAN	✓			CURRAN	✓		
DONNELLY	✓			MALDONADO	✓			VEGA	✓		
LIPSKI	ABSTAIN			RICHARDSON	✓			SMITH, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 18 2005

Adopted on second and final reading after hearing on JUN 08 2005

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUN 08 2005

Robert Byrne, City Clerk

APPROVED:
L. Harvey Smith, Council President

Date JUN 08 2005

APPROVED:
Jerramiah Healy, Mayor

Date JUN 09 2005

Date To Mayor

*Amendment(s):

City Clerk File No. Ord. 05-064
Agenda No. 3.G 1st Reading
Agenda No. 4.F 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 05-064

TITLE: ORDINANCE AMENDING ORDINANCE 04-096 THAT AUTHORIZED THE CITY OF JERSEY CITY TO ACQUIRE BY PURCHASE OR CONDEMNATION CERTAIN PROPERTY COLLECTIVELY KNOWN AS THE SIXTH STREET EMBANKMENT, TO INCLUDE ONE ADDITIONAL PROPERTY, SPECIFICALLY BLOCK 446, LOT 18A

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City desires to acquire certain Property from Consolidated Rail for use as open space and to eventually construct a public park thereon, to be known as the Sixth Street Embankment, which purposes are valid public purposes; and

WHEREAS, by the adoption of Ordinance 04-096 on September 8, 2004, the City of Jersey City authorized the acquisition of property designated as Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 and 50.PL, on the City of Jersey City's Official Tax Assessment Map and more commonly known as the Sixth Street Embankment [Property]; and

WHEREAS, Block 446, Lot 18A, although needed for such purposes, was inadvertently omitted from Ordinance 04-096; and

WHEREAS, the Property is no longer used or needed for any railroad purpose; and

WHEREAS, pursuant to the Eminent Domain Act of 1971, N.J.S.A. 203-1 et seq., a municipality may acquire property for a public purpose.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The following properties are needed for a municipal public use, that is, an open space and public park: Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389.1, Lot 50, Block 415, Lots 50 and 50.PL, and Block 446, Lot 18A, on the City of Jersey City's Official Tax Assessment Map and more commonly known collectively as the Sixth Street Embankment; and
2. The Corporation Counsel of the City of Jersey City or his duly designated agent and the Business Administrator are authorized and directed to undertake any actions and execute any documents necessary or appropriate to acquire the property either by purchase or condemnation in accordance with the Eminent Domain Act of 1971, N.J.S.A. 203-1 et seq.
3. The Corporation Counsel or the Business Administrator are authorized and directed to solicit proposals to engage the services of surveyors, title insurance companies, appraisers and any other professionals whose services are necessary or appropriate to implement the purposes of this ordinance.

5000253

4. This Ordinance shall take effect at the time and in the manner as provided by law.
5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face**
and repealed matter by *italic*.

JM/he
5-13-05

5000253

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

APPROVED: _____

APPROVED: _____

Roger Hugo
Acting Business Administrator

Certification Required ☐
Not Required ☒

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 05-064TITLE: 3.G. MAY 18 2005 4.F. JUN 08 2005

Ordinance amending Ordinance 04-096 that authorized the City of Jersey City to acquire by purchase or condemnation certain property collectively known as the Sixth Street Embankment to include one additional property specifically Block 446, Lot 18A.

RECORD OF COUNCIL VOTE ON INTRODUCTION <u>MAY 18 2005</u> <u>8-0</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
BRENNAN	✓			GAUGHAN	✓			CURRAN	✓		
DONNELLY	✓			MALDONADO	✓			VEGA	✓		
LIPSKI	ABSENT			RICHARDSON	✓			SMITH, PRES.	✓		

✓ Indicates Vote N.V. - Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <u>JUN 08 2005</u> <u>9-0</u>											
Councilperson <u>MALDONADO</u>				moved, seconded by Councilperson <u>GAUGHAN</u>				to close P.H.:			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
BRENNAN	✓			GAUGHAN	✓			CURRAN	✓		
DONNELLY	✓			MALDONADO	✓			VEGA	✓		
LIPSKI	✓			RICHARDSON	✓			SMITH, PRES.	✓		

✓ Indicates Vote N.V. - Not Voting (Abstain)

YVONNE BALGER
EDWARD M. KIRBY
CARMINA ALAMPI
MARCIA ADAMS

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
BRENNAN				GAUGHAN				CURRAN			
DONNELLY				MALDONADO				VEGA			
LIPSKI				RICHARDSON				SMITH, PRES.			

✓ Indicates Vote N.V. - Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE <u>JUN 08 2005</u> <u>8-0-1</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
BRENNAN	✓			GAUGHAN	✓			CURRAN	✓		
DONNELLY	✓			MALDONADO	✓			VEGA	✓		
LIPSKI	ABSTAIN			RICHARDSON	✓			SMITH, PRES.	✓		

✓ Indicates Vote N.V. - Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 18 2005Adopted on second and final reading after hearing on JUN 08 2005This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUN 08 2005

Robert Byrne, City Clerk

APPROVED:
L. Harvey Smith, Council President

Date JUN 08 2005

APPROVED:

Jerramiah Healy, Mayor

Date

Date To Mayor JUN 09 2005

*Amendment(s):

Resolution of the City of Jersey City, N.J.

City Clerk File No. RES. 04-188

Agenda No. 10.2.6.

Approved: MAR 24 2004



TITLE: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR GREEN ACRES FUNDING FOR THE ACQUISITION OF THE PENNSYLVANIA RAILROAD HARSIMUS STEM EMBANKMENT

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the City of Jersey City desires to further the public interest by obtaining funding in the amount of \$3,110,000 from the State to fund the acquisition of the Pennsylvania Railroad Harsimus Stem Embankment, at a cost of \$3,110,000;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that Mayor and/or the Business Administrator is hereby authorized to:

- (a) make application for such a loan and/or such a grant,
- (b) provide additional application information and furnish such documents as may be required, and
- (c) act as the authorized correspondent of the City of Jersey City (applicant); and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE Municipal Council of the City of Jersey City

1. That the Mayor and/or Business Administrator of the City of Jersey City is hereby authorized to execute an agreement and any amendment thereto with the State known as the Acquisition of the Pennsylvania Railroad Harsimus Stem Embankment;
2. That the applicant will have its matching share of the project, if a match is required;
3. That, in the event the State's funds are less than the total project cost specified above, the applicant will have the balance of funding necessary to complete the project from future applications to the Green Acres Program;
4. That the applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
5. That this resolution shall take effect immediately.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/24/04

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
BRENNAN	✓			GAUGHAN	✓			HEALY	✓		
DONNELLY	✓			MALDONADO	✓			VEGA	✓		
LIPSKI	✓			RICHARDSON	✓			SMITH, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

[Signature]
L. Harvey Smith, President of Council

[Signature]
Robert Byrne, City Clerk

128.

Date Submitted to B.A. _____

ORDINANCE FACT SHEET

1. Full Title of Ordinance/Resolution/Cooperation Agreement:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR GREEN ACRES FUNDING
FOR THE ACQUISITION OF THE PENNSYLVANIA RAILROAD HARSIMUS STEM
EMBANKMENT

2. Name and Title of Person Initiating the Ordinance, Resolution, etc.:

Mark Munley, Director, Department of HED&C

3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:

To apply to Green Acres for acquisition funds to purchase the 6th Street Embankment.

4. Reasons (Need) for the Proposed Program, Project, etc.:

The 6th Street Embankment is a landmark structure that can be preserved for both its historic value and its open space potential.

5. Anticipated Benefits to the Community:

The preservation of a unique asset, that affords both historical reference to the great railroading past of Jersey City while maintaining open space for future generations.

6. Cost of Proposed Program, Project, etc.:

\$3.1 million of Green Acres funding. This may take more than one funding round to assemble the needed funds.

7. Date Proposed Program or Project will commence:

Immediately

8. Anticipated Completion Date: N/A

9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Robert D. Cotter, Director, City Planning 547-5050

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter
Division Director

March 22, 2004
Date

Mark Munley
Department Director Signature

3/22/04
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 05-399

Agenda No. 10.Z.30

Approved: MAY 18 2005

TITLE:



RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE COUNTY OF HUDSON FOR OPEN SPACE FUNDS TO ACQUIRE CONSOLIDATED RAIL PROPERTY KNOWN AS THE PENNSYLVANIA RAILROAD HARSIMUS STEM EMBANKMENT, OR SIXTH STREET EMBANKMENT

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City desires to acquire certain Property from Consolidated Rail for use as open space and to eventually construct a public park thereon, which purposes are valid public purposes; and

WHEREAS, by adoption of Ordinance 04-096 by the Municipal Council on September 8, 2004, the City of Jersey City authorized the acquisition of property designated as Block 212, Lot M; Block 247, Lot 50A; Block 280, Lot 50A; Block 317.5, Lot 50A; Block 354.1, Lot 50A; Block 389.1, Lot 50; Block 415, Lots 50 and 50.PL on the City of Jersey City's Official Tax Assessment map and more commonly known as the Sixth Street Embankment [Property] or the Pennsylvania Railroad Harsimus Stem Embankment [Property]; and

WHEREAS, the City of Jersey City added Block 446, Lot 18A to this list of property to be acquired in Ordinance 05-064, introduced on May 18, 2005; and

WHEREAS, the City has declared that the site is in need of Redevelopment and is assembling funding to acquire the site; and

WHEREAS, acquisition of the site conforms to findings, recommendations and priorities of the New Jersey Statewide Comprehensive Outdoor Recreation Plan, the New Jersey State Development and Redevelopment Plan, the statewide goals that are consistent with the Garden State Preservation Trust Act and Historic Preservation Office, as well as the Hudson County Master Plan and Hudson County Open Space and Recreation Plan; and

WHEREAS, the site is close to population centers, is accessible by public transportation, is accessible by walking and bicycling, and creates public access where none exists or where existing access is undeveloped or restricted; and

WHEREAS, site acquisition and development as park and greenway will benefit a broad population segment-- local, regional, statewide, and interstate; and

WHEREAS, the project will add approximately six acres of open space to the City, which has a recognized deficit in open space, while providing the National Historic District of Harsimus Cove with a park; and

WHEREAS, acquisition of the property will protect critical wildlife habitat and advance the preservation of a wildlife corridor from the Hudson to the Hackensack; and

WHEREAS, the project will provide an integral walking trail and bikeway link in an existing and proposed county, regional, statewide, and interstate greenway (the East Coast Greenway); and

WHEREAS, the project will serve individuals with physical and developmental challenges by providing safe routes for bicycling and walking and wheelchair transit, thereby fulfilling the requirements of The Americans with Disabilities Act (ADA); and

WHEREAS, the project will contribute to better visual and physical access to the Hudson River waterfront from the interior of the Downtown; and

Continuation of Resolution _____
City Clerk File No. Res. 05-399
Agenda No. 10.Z.30
TITLE: MAY 18 2005

Pg. # 2

RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE COUNTY OF HUDSON FOR OPEN SPACE FUNDS TO ACQUIRE CONSOLIDATED RAIL PROPERTY KNOWN AS THE PENNSYLVANIA RAILROAD HARSIMUS STEM EMBANKMENT, OR SIXTH STREET EMBANKMENT

WHEREAS, the acquisition of this site preserves and enhances historic/archeological resources and provides environmental and/or historic interpretive opportunities; and

WHEREAS, this site is a multiple-use project (habitat, passive recreation, non-motorized transportation, and historic and scenic preservation); and

WHEREAS, the site is in the rapidly developing Downtown area; and

WHEREAS, the Embankment project enjoys wide and deep support from elected officials at every level of government and from local and regional citizens organizations, from the municipal and/or county planning board, park agencies, recreation departments, environmental commissions, user groups and the general public; and is a model of citizen volunteer and government cooperation; and

WHEREAS, the City of Jersey City has secured State of New Jersey Green Acres funds and will provide a local match.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City endorses the City of Jersey City's application for Hudson County Open Space Trust Funds for acquisition of the Pennsylvania Railroad Harsimus Stem Embankment Property.

G:\WPDOCS\UREN\Resol\Embankment Property - Grant.wpd

APPROVED: _____

APPROVED: B. O'Reilly

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/18/05											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
CURRAN	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			MALDONADO	✓			VEGA	ABSTAIN		
LIPSKI	ABSENT			RICHARDSON	✓			SMITH, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

L. Harvey Smith
L. Harvey Smith, President of Council

Robert Byrne
Robert Byrne, City Clerk

c.montange

From: <Moher1@aol.com>
To: <c.montange@verizon.net>
Sent: Tuesday, January 10, 2006 2:07 PM
Subject: Jersey City -- Petition for a Declaratory Order, STB Finance Docket 34818

Re:
Jersey City -- Petition for a Declaratory Order, STB Finance Docket 34818
Funds Available for Harsimus Embankment Acquisition

Dear Mr. Montange,

I am writing this email to confirm that, to the best of my knowledge, the City of Jersey City has \$1.6 million in State of New Jersey Green Acres grants that were assembled to acquire the Harsimus Branch Embankment property, Jersey City.

In addition, Congressman Robert Menendez sponsored a \$1.6 million earmark in the federal SAFETEA-LU transportation bill for the Embankment project. This bill was passed by Congress in July 2005.

The Embankment Preservation Coalition was instrumental in helping to raise these funds for Embankment acquisition for public use.

Sincerely,

Maureen Crowley, Coordinator
Embankment Preservation Coalition
201-963-0232

1/10/2006

Exhibit H



John K. Fiorilla
856.914.2054
jfiorilla@capehart.com

June 17, 2005

Via Fax and Regular Mail

John J. Curley, Esq.
John J. Curley, L.L.C.
Suite 320
5 Marine View Plaza
Hoboken, NJ 07030

Re: Consolidated Rail Corporation – Jersey City Railroad Embankment
Your File No. 319.9405
Our File No. 0476.50485
6th Street Embankment Project

Dear Mr. Curley:

This letter is in response to yours of June 7, 2005 regarding the Jersey City Railroad Embankment which is owned by my client, Consolidated Rail Corporation.

Please note that, although my client is still the fee owner of this property, SLH Holding Corporation has an option to purchase the property and that option includes enhanced authority regarding condemnation, zoning, and development approval. SLH Holding Corporation is represented by Edward D. McKirdy, Esq. of Morristown, New Jersey and Carmine Alampi, Esq. of Hackensack, New Jersey.

Regarding a convenient date for appraisal inspections, Conrail's real estate offices are currently being moved from Edison, New Jersey to Elizabeth, New Jersey and the boxing and moving of records, including the valuation maps you requested, is currently underway. Our client would like to set up a convenient date for the appraisal inspections after July 15, 2005 when the moving and adjustments involved in the move (and vacations of some of the involved employees) will be concluded. Please call me about this.

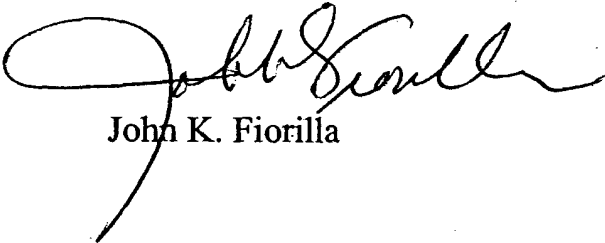
John J. Curley, Esq.
Our File No. 0476.50485
June 17, 2005
Page 2

You should also be aware that the Jersey City Embankment, which is a portion of the Conrail Harsimus Branch, was abandoned in April, 1994 without application to the Interstate Commerce Commission pursuant to federal law which does not require formal ICC (now Surface Transportation Board) approval. Please also note that Conrail has no title insurance commitments regarding the property which it obtained from the Trustees of the Penn Central Transportation Company at Conrail's creation in April, 1976 pursuant to the Regional Rail Reorganization Act and the orders of the Special Court of Rail Reorganization.

I look forward to hearing from you regarding the appraisal inspection date so that we may set mutually convenient times.

Sincerely,

CAPEHART & SCATCHARD, P.A.



John K. Fiorilla

JKF/ajd

cc: Edward D. McKirdy, Esq.
Carmine Alampi, Esq.
Mr. Robert W. Ryan

AJD\502009

Exhibit I

COMMISSIONERS

STEPHEN GUCCIARDO
CHAIR
TED BRUNSON
VICE CHAIRMAN
ERMA YOST
SECRETARY

RONALD RUSSELL R.A.
BRIAN HENRY
PAUL AMATUZZO
CYNTHIA HADJIYANNIS
ANTHONY SANDKAMP
MARIANO MOLINA (Alt 1)
KENNETH KALMIS (Alt 2)

JERSEY CITY
HISTORIC PRESERVATION
COMMISSION

30 MONTGOMERY STREET, SUITE 1400
JERSEY CITY, N.J. 07302-3821
(201) 547-5010
FAX: (201) 547-4323

EXECUTIVE

DANIEL M. WRIEDEN
HISTORIC PRESERVATION OFFICER

CARMINE SCARPA, ESQ.
COUNSEL

JERRAMIAH HEALY
MAYOR

June 14, 2005

Hudson County Open Space Advisory Board
c/o Hudson County Division of Planning
Brennan Court House
583 Newark Avenue
Jersey City, NJ 07306

Dear Members of the Board:

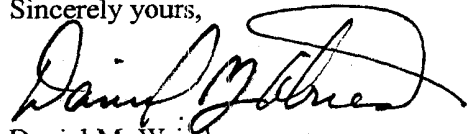
At last evening's regular meeting of the Jersey City Historic Preservation Commission, the members unanimously moved to write a letter in support of the Hudson County Open Space Trust Fund application submitted by the City of Jersey City for funds to acquire the Pennsylvania Railroad Harsimus Stern Embankment, also known as the Sixth Street Embankment, in downtown Jersey City. This project is an excellent candidate for acquisition funds, combining as it does historic preservation, improved public access to the Hudson River waterfront, habitat conservation, and its role as a segment of the East Coast Greenway from Maine to Florida.

The Sixth Street Embankment is a historic landmark listed on both the Jersey City municipal and New Jersey state registers and is eligible for listing on the national register. This landmark structure was constructed circa 1902 under the supervision of James Ferris, an engineer and progressive era reformer, of massive blocks of sandstone and granite. The structure, which at points reaches to heights of thirty feet above grade, forms a backbone between the adjoining historic districts of Harsimus Cove and Hamilton Park. The Sixth Street Embankment is one of the last local intact reminders of the historic influence of the railroads and the major role they played in the economic and social development of Jersey City and Hudson County.

The Historic Preservation Commission encourages the goal of acquiring the Embankment since it will contribute to providing much needed green space that offsets the high density development of downtown in a creative and visionary manner while preserving a monument to our industrial past for our future.

Please do not hesitate to call me at 201.547.5010 or contact me via e-mail at danw@jcnj.org if I can answer any questions regarding this letter of support or be of any further assistance.

Sincerely yours,



Daniel M. Wrieden

For the Jersey City Historic Preservation Commission

Cc: Jack Beirne, Director: Department of Housing and Economic Development
Robert D. Cotter, Director: Division of City Planning
HPC Commissioners and File



State of New Jersey

Christine Todd Whitman
Governor

Department of Environmental Protection
Division of Parks & Forestry
Historic Preservation Office
PO Box 404
Trenton, NJ 08625-0404
TEL: (609)292-2023
FAX: (609)984-0578

Robert C. Shinn, Jr.
Commissioner

January 25, 2000

Consolidated Rail Corporation
2001 Market Street
P.O. Box 41419
Philadelphia, PA 19101-1419

Dear Property Owner:

I am pleased to inform you that the Pennsylvania Railroad Harsimus Branch Embankment, 163-351 Sixth Street, Jersey City, Hudson County was entered onto the New Jersey Register of Historic Places on December 29, 1999. In accordance with N.J.S.A. 13:1B-15.131, listing of an area, site, structure or object on the New Jersey Register of Historic Places prevents the State, a county, municipality or any of their agencies or instrumentalities from undertaking any project that will encroach upon, damage or destroy the property listed without approval from the Commissioner of the Department of Environmental Protection.

The application for the Pennsylvania Railroad Harsimus Branch Embankment was favorably received by the State Review Board for Historic Sites and was subsequently signed onto the New Jersey Register by the State Historic Preservation Officer. It will now be sent to the National Park Service, U.S. Department of the Interior, Washington, D.C. to be considered for inclusion in the National Register of Historic Places. The Historic Preservation Office will inform you when we receive notification from the National Register Office that the Pennsylvania Railroad Harsimus Branch Embankment has been entered onto the National Register.

Congratulations.

Sincerely,


Dorothy P. Guzzo
Administrator

c: Mr. Richard A. James, Pennsylvania Railroad Embankment Preservation Coalition



HPO-B99-86

Christine Todd Whitman
Governor

State of New Jersey
Department of Environmental Protection
Division of Parks & Forestry
Historic Preservation Office
PO Box 404
Trenton, N.J. 08625-0404
TEL: (609)292-2023
FAX: (609)984-0578

Robert C. Shinn, Jr.
Commissioner

February 17, 1999

CERTIFICATION of ELIGIBILITY

Mr. Richard A. James
Pennsylvania Railroad Embankment Preservation Coalition
226 Fifth Street
Jersey City, NJ 07302

Dear Mr. James:

This letter is in response to your request for a formal certification of eligibility for the Pennsylvania Railroad Harsimus Branch Embankment, in Jersey City, Hudson County, for inclusion in the New Jersey and National Registers of Historic Places.

Based on a review of the submitted documentation and other information already on file, it is my opinion, as Deputy State Historic Preservation Officer, that the Pennsylvania Railroad Harsimus Branch Embankment is eligible for listing in the New Jersey and National Registers of Historic Places under Criterion A for its association as a significant part of the railroad grade separation campaigns that especially affected the politics and quality of life in Jersey City and Newark during the two decades flanking the turn of the 20th century. The embankment is also eligible under National Register Criterion C as both an important example of the large-block ashlar masonry favored by the Pennsylvania Railroad during this period for its bridges and viaducts, and of the work of James J. Ferris, a notable Jersey City civil engineer.

If you have further questions about this finding, please contact Mr. Robert Craig of my staff, at (609) 984-0541.

Sincerely,

Dorothy P. Guzzo
Administrator

DPG/bc|..Ab86

c: Michael Alterman

March 25, 2000

For immediate release
For information contact:
Jennifer Meyer: 201-659-4204
Felicia Palmer: 201-792-6446
Email: EPCNJ@hotmail.com

STATE PLACES SIXTH STREET RAILROAD EMBANKMENT ON THE NEW JERSEY REGISTER OF HISTORIC PLACES. COMMUNITY RESIDENTS AND FRIENDS OF HISTORIC PRESERVATION CELEBRATE.

On December 29, 1999, the State of New Jersey placed the Sixth Street Railroad Embankment in Downtown Jersey City on the State Register of Historic Places, following the unanimous vote of the New Jersey State Review Board for Historic Sites.

The Embankment, more formally known as the Pennsylvania Railroad Harsimus Stem, is an impressive six-block-long and one-half-block-wide stone structure that once carried freight bound for New York Harbor. Built circa 1902 of stone blocks, each weighing over a ton, and reaching heights of 30 feet, the Embankment is one of the few remaining structures from a time when over a dozen railroad companies made Jersey City the Eastern terminus for the country's major railroad lines. Construction of the Embankment was supervised by James J. Ferris, a central figure in Progressive Era politics in Jersey City, for whom Ferris High School is named.

In 1998, when the Embankment was threatened with demolition, concerned citizens from the neighborhood founded the Embankment Preservation Coalition (EPC). The EPC and its friends in the community wanted to preserve the structure as an integral part of two adjacent historic neighborhoods, Hamilton Park and Harsimus Cove.

Group members believe that, in addition to its historical significance, the Embankment contributes to much-needed green space that offsets the high-density development of the Downtown. The EPC's vision includes a tree-lined, east-west promenade along the Embankment's base that will create a key link between the Palisades and the Hudson River waterfront.

"Creative use of scarce remaining open space is fundamental to making our cities livable. This project is an ideal candidate for Federal and State monies that have been recently set aside for open space, historic preservation, and transportation projects," states Maureen Crowley, President of the EPC.

For more information about the Embankment, call Maureen Crowley, 201-963-0232, or Jennifer Meyer, 201-659-4204, or email us at EPCNJ@hotmail.com. You may also send inquiries to The Embankment Preservation Coalition, 495 Monmouth Street, Jersey City, New Jersey 07302



HPO-B99-86

State of New Jersey

Christine Todd Whitman
Governor

Department of Environmental Protection
Division of Parks & Forestry
Historic Preservation Office
PO Box 404
Trenton, N.J. 08625-0404
TEL: (609)292-2023
FAX: (609)984-0578

Robert C. Shinn, Jr.
Commissioner

February 17, 1999

CERTIFICATION of ELIGIBILITY

Mr. Richard A. James
Pennsylvania Railroad Embankment Preservation Coalition
226 Fifth Street
Jersey City, NJ 07302

Dear Mr. James:

This letter is in response to your request for a formal certification of eligibility for the Pennsylvania Railroad Harsimus Branch Embankment, in Jersey City, Hudson County, for inclusion in the New Jersey and National Registers of Historic Places.

Based on a review of the submitted documentation and other information already on file, it is my opinion, as Deputy State Historic Preservation Officer, that the Pennsylvania Railroad Harsimus Branch Embankment is eligible for listing in the New Jersey and National Registers of Historic Places under Criterion A for its association as a significant part of the railroad grade separation campaigns that especially affected the politics and quality of life in Jersey City and Newark during the two decades flanking the turn of the 20th century. The embankment is also eligible under National Register Criterion C as both an important example of the large-block ashlar masonry favored by the Pennsylvania Railroad during this period for its bridges and viaducts, and of the work of James J. Ferris, a notable Jersey City civil engineer.

If you have further questions about this finding, please contact Mr. Robert Craig of my staff, at (609) 984-0541.

Sincerely,

Dorothy P. Guzzo
Administrator

DPG/bc|..lb86

c: Michael Alterman



State of New Jersey

Christine Todd Whitman
Governor

Department of Environmental Protection
Division of Parks & Forestry
Historic Preservation Office
PO Box 404
Trenton, NJ 08625-0404
TEL: (609)292-2023
FAX: (609)984-0578

Robert C. Shinn, Jr.
Commissioner

January 25, 2000

Consolidated Rail Corporation
2001 Market Street
P.O. Box 41419
Philadelphia, PA 19101-1419

Dear Property Owner:

I am pleased to inform you that the Pennsylvania Railroad Harsimus Branch Embankment, 163-351 Sixth Street, Jersey City, Hudson County was entered onto the New Jersey Register of Historic Places on December 29, 1999. In accordance with N.J.S.A. 13:1B-15.131, listing of an area, site, structure or object on the New Jersey Register of Historic Places prevents the State, a county, municipality or any of their agencies or instrumentalities from undertaking any project that will encroach upon, damage or destroy the property listed without approval from the Commissioner of the Department of Environmental Protection.

The application for the Pennsylvania Railroad Harsimus Branch Embankment was favorably received by the State Review Board for Historic Sites and was subsequently signed onto the New Jersey Register by the State Historic Preservation Officer. It will now be sent to the National Park Service, U.S. Department of the Interior, Washington, D.C. to be considered for inclusion in the National Register of Historic Places. The Historic Preservation Office will inform you when we receive notification from the National Register Office that the Pennsylvania Railroad Harsimus Branch Embankment has been entered onto the National Register.

Congratulations.

Sincerely,


Dorothy P. Guzzo
Administrator

c: Mr. Richard A. James, Pennsylvania Railroad Embankment Preservation Coalition

226 Fifth St.
Jersey City, New Jersey 07302
Jan. 28, 1999
(201) 798-7157 FLBRJ@idt.net

Historic Preservation Office
Division of Parks and Forestry
Department of Environmental Protection
CN 404
Trenton, New Jersey 08625

Dear Mr. Craig:

Enclosed please find one copy of a *Nomination* of the Pennsylvania Railroad Harsimus Branch Embankment (163-351 Sixth St., Jersey City, Hudson County, N. J.) to the *New Jersey and National Registers of Historic Places*. The *Nomination* includes supplemental material required for the *New Jersey Register*, as indicated in the *Preparer's Checklist* (revised 9/98). The undersigned has prepared the *Nomination* at the request of the Pennsylvania Railroad Embankment Preservation Coalition, a local open space/preservation organization.

The subject property is still listed in local tax records (11/23/98) as owned by:

Consolidated RR
P.O. Box 8499
Philadelphia, Pa. 19101-8499

The current internet home page for the "Conrail" is given as:

Consolidated Rail Corporation
2001 Market St.
P.O. Box 41419
Philadelphia, Pa. 19101-1419

As you are doubtless aware, CSX Corp. and Norfolk Southern have recently gained federal regulatory approval to acquire much Conrail property. It appears that many northern New Jersey Conrail assets will be jointly managed by a Shared Asset Corporation. A call to the Shared Asset Corp.'s emergency telephone number (800) 272-0911 revealed (1/27/99) that Conrail was still functioning at the above Market St. address, and that the telephone number was (215) 209-2000.

Sincerely,

Richard A. James

United States Department of the Interior
National Park Service

National Register of Historic Places
Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Pennsylvania Railroad Harsimus Branch Embankment

other names/site number _____

2. Location

street & number 163-351 Sixth St. ☐ not for publication

city or town Jersey City ☐ vicinity

state New Jersey code 034 county Hudson code 017 zip code 07302

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this ☐ nomination ☐ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. I recommend that this property be considered significant ☐ nationally ☐ statewide ☐ locally. (☐ See continuation sheet for additional comments.)

Signature of certifying official/Title _____

Date _____

State or Federal agency and bureau _____

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. (☐ See continuation sheet for additional comments.)

Signature of certifying official/Title _____

Date _____

State or Federal agency and bureau _____

National Park Service Certification

I hereby certify that the property is:

Signature of the Keeper _____

Date of Action _____

☐ entered in the National Register.
☐ See continuation sheet.

☐ determined eligible for the
National Register
☐ See continuation sheet.

☐ determined not eligible for the
National Register.

☐ removed from the National
Register.

☐ other, (explain:) _____

Pennsylvania Railroad Harsimus Branch Embankment

Hudson County, NJ

Name of Property

County and State

5. Classification

Ownership of Property

(Check as many boxes as apply)

- ☒ private
☐ public-local
☐ public-State
☐ public-Federal

Category of Property

(Check only one box)

- ☐ building(s)
☐ district
☐ site
☒ structure
☐ object

Number of Resources within Property

(Do not include previously listed resources in the count.)

Contributing

Noncontributing

_____ buildings
_____ sites
1 _____ structures
_____ objects
1 _____ Total

Name of related multiple property listing

(Enter "N/A" if property is not part of a multiple property listing.)

N/A

Number of contributing resources previously listed in the National Register

N/A

6. Function or Use

Historic Functions

(Enter categories from instructions)

TRANSPORTATION/rail related

Current Functions

(Enter categories from instructions)

VACANT/NOT IN USE

7. Description

Architectural Classification

(Enter categories from instructions)

Other: rail embankment

Materials

(Enter categories from instructions)

foundation _____

walls STONE/Sandstone, Granite

roof _____

other EARTH (fill/berm)

Narrative Description

(Describe the historic and current condition of the property on one or more continuation sheets.)

See Continuation Sheet Section #7

Pennsylvania Railroad Harsimus Branch Embankment

Name of Property

Hudson County, NJ

County and State

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ **A** Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☒ **B** Property is associated with the lives of persons significant in our past.
- ☐ **C** Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ **D** Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

Property is:

- ☐ **A** owned by a religious institution or used for religious purposes.
- ☐ **B** removed from its original location.
- ☐ **C** a birthplace or grave.
- ☐ **D** a cemetery.
- ☐ **E** a reconstructed building, object, or structure.
- ☐ **F** a commemorative property.
- ☐ **G** less than 50 years of age or achieved significance within the past 50 years.

Narrative Statement of Significance

(Explain the significance of the property on one or more continuation sheets.)

9. Major Bibliographical References

Bibliography

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested
- ☐ previously listed in the National Register
- ☐ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey # _____
- ☐ recorded by Historic American Engineering Record # _____

Areas of Significance

(Enter categories from instructions)

TRANSPORTATION (Criterion A)

**COMMUNITY PLANNING AND DEVELOPMENT
(Criterion A)**

POLITICS/GOVERNMENT (Criteria A and B)

ENGINEERING (Criterion B)

Period of Significance

1867-1949

Significant Dates

1875, 1901

Significant Person

(Complete if Criterion B is marked above)

Ferris, James J. (c. 1860-1914)

Cultural Affiliation

Architect/Builder

Ferris, James J., A.S.C.E., Superintending Engineer

Primary location of additional data:

- ☐ State Historic Preservation Office
- ☐ Other State agency
- ☐ Federal agency
- ☒ Local government
- ☐ University
- ☐ Other

Name of repository:

**Jersey City Public Library, Main Branch
New Jersey Room**

Pennsylvania Railroad Harsimus Branch Embankment

Name of Property

Hudson County, NJ

County and State

10. Geographical Data

Acreage of Property 5.4

UTM References

(Place additional UTM references on a continuation sheet.)

1	Zone	Easting	Northing
2			

3	Zone	Easting	Northing
4			

☐ See continuation sheet

Verbal Boundary Description

(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification

(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title Richard A. James

organization Pennsylvania Railroad Embankment Preservation Coalition date 1/27/99

street & number 226 Fifth St. telephone (201) 798-7157

city or town Jersey City state New Jersey zip code 07302

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets

Maps

A USGS map (7.5 or 15 minute series) indicating the property's location.

A Sketch map for historic districts and properties having large acreage or numerous resources.

Photographs

Representative black and white photographs of the property.

Additional Items

(Check with the SHPO or FPO for any additional items)

Property Owner

(Complete this item at the request of SHPO or FPO.)

name See cover letter

street & number _____ telephone _____

city or town _____ state _____ zip code _____

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reduction Projects (1024-0018), Washington, DC 20503.

United States Department of the Interior
National Park ServiceNational Register of Historic Places
Continuation SheetSection number 7 Page 1P.R.R. Harsimus Branch Embankment
Jersey City, Hudson County, NJ

NARRATIVE DESCRIPTION

The Pennsylvania Railroad Harsimus Branch Embankment carried freight across six blocks of downtown Jersey City to the Railroad's Harsimus Yards, located on the Hudson River directly across from Manhattan Island. The embankment, which fronts and runs parallel to Sixth St., consists of six segments, each approximately 400 feet long and 100 feet wide. The segments were until very recently joined by plate girder bridges which spanned the intervening north-south cross-streets. The five western segments are constructed of massive masonry retaining walls and earthen fill. The easternmost segment, closest to the Harsimus Yards, is of the same construction as the other sections at its western end, but was built largely as an earthen sloped embankment, permitting access to a coal yard railroad siding on Fifth Street. The eastern end of this segment is a stepped masonry bridge abutment. Because the swampy land at the foot of the Palisades is lower than that at the Hudson's original edge, the embankment rises from a height of approximately twelve feet at its eastern end to approximately thirty-five feet at its western end.

The western three segments of the embankment abut narrow public alleys, which provide access to garages and outbuildings of row housing fronting on Fifth St. The two alleys between Jersey Ave. and Monmouth Streets existed prior to the establishment of the rail right-of-way. The eastern three segments' southern retaining walls form the rear or side property lines of abutting row housing. Eastern and western exposures of all segments front on public sidewalks. Northern exposures front on a strip of packed earth and grass approximately ten feet wide; the packed earth strip of the easternmost segment is only about five feet wide. A poured concrete sidewalk on the Sixth St. exposure, near Brunswick St., resembles many provided in Jersey City in the 1930s by the WPA. Near it are several mature trees.

Constructed in the period 1901-1905, the Harsimus Branch Embankment was a major component of the once predominant railroad landscape of Downtown Jersey City. It was connected to the Pennsylvania's Main Stem by an elevated, two-track line from which it branched near the Waldo Ave. Yard. This freight line traversed the edge of the Jersey City Cemetery and an ash dump transformed into a park (Mary Benson Park), then crossed Newark Ave. and continued to Brunswick St., where it fed into the seven-track embankment. This freight line connected to a spur of the New Jersey Junction Railroad just before reaching the embankment, allowing Pennsylvania waterfront freight to be moved north at the base of the Palisades to other rail systems. Approaching the easternmost bridge to the Harsimus Yards, embankment tracks funnelled into five that continued over the Henderson St. bridge. There is no evidence that the embankment was

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ever electrified. Night and day, steam powered locomotives chugged upon it above the streets of Jersey City. Heavy traffic continued into the early post World War II period (see *Illustration 10*). Much of the cargo was produce and cattle headed for slaughter at waterfront abattoirs. (Local lore abounds in tales of condemned animals leaping from the cars and charging through the streets.) Soon after World War II, competition from trucking and containerized shipping rendered much of Jersey City's railroad infrastructure superfluous. Operated less intensely after the demise of the Penn-Central by Conrail, the embankment carried (if only to reverse direction) lengthy diesel powered "piggy back" container trains as recently as the early 1990s.

The embankment traversed a densely built, largely residential neighborhood with some commercial and industrial admixture. Row houses, most brick, some wood frame, predominated. Any vacant or redeveloped land was by 1900 covered with higher density "flats" or tenement housing. The adjacent residential neighborhood to the north and south of the embankment is today largely intact. Several major non-residential structures have recently been converted to residential use. The section north of the Embankment is today generally known as Hamilton Park, much of which is listed on the State and National Registers, as well as being locally designated as an historic district. The section south of the embankment is generally known as Harsimus Cove, much of which is also listed on the State and National Registers, as well as being locally designated as an historic district. The westernmost segment of the embankment faces, across Sixth St., St Anthony's Polish Roman Catholic Church and School Complex (Eligible for National Register, SHPO opinion, 4/13/94), as well as the *circa* 1900 Holy Rosary Church.

To the east, the Harsimus Yards have been entirely replaced by a mixed commercial/residential redevelopment project. North of the Harsimus Yards, the Erie Railroad Yards have been entirely replaced by another residential/commercial redevelopment. The elevated line connecting the embankment to the P.R.R.'s Main Stem has been dismantled. The masonry and concrete stanchions that supported it remain, standing rather forlornly surrounded by junked vehicles and vacant land. The elevated New Jersey Junction Railroad line to the embankment has also been dismantled. In the 1970s, several blocks south of the easternmost segment of the embankment were levelled and replaced with non-profit housing. This project expanded recently into what had been the Fifth Street right-of-way, resulting in the construction of row housing extremely close to the berm of the embankment's most eastern segment.

The embankment replaced an earlier elevated iron freightway that was planned in the late 1860s and constructed in the mid-1870s. Contemporary accounts of the embankment's

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construction (see *Section 8*) indicate that the iron freightway was used in the embankment's construction, and that rail service to the Harsimus Yards continued throughout the period of construction. Quite possibly part or most of the freightway was left within the earthen fill. Given local soil conditions, and contemporary accounts of the construction of the slightly later Pennsylvania Railroad elevated passenger line at Railroad Avenue, Jersey City, extensive subsurface preparation, including pile driving, is assumed. At the time of the embankment's construction, the civil engineering profession's theoretical understanding of the lateral pressure of earthwork was quite limited (see Boardman, 1905), suggesting that the structure was designed empirically and probably "overbuilt."

The five western segments of the embankment are similar in design, but differ in height. All have slightly battered masonry retaining walls. North-south walls are protected by a course of slightly projecting coping blocks. The segments do, however, exhibit subtle variations in construction, especially in the choice of materials. All of the "long walls," those running the full 400 ft. of each block east/west, are constructed of brown sandstone ashlar, laid with mortar in a random pattern. The blocks are quarry faced; some retain quarry markings. The "short" retaining walls, running north-south approximately 100 ft. along cross-streets, are constructed of carefully coursed quarry faced ashlar, laid in mortar. At the height appropriate to street clearance, these walls step back several feet, forming a masonry ledge upon which were set the seven track plate girder bridges. Rising above the masonry ledge is a second, recessed masonry wall, originally largely concealed by the bridges. The masonry here has been more finely tooled, with tool marks evident; apparently this pertained to the tolerance required when setting the girder bridging.

Rust from the bridges has accumulated on the north-south coursed masonry walls, making identification of the masonry material difficult. Most, but not all of these walls are granitic in appearance below the bridge "shelf." The walls facing Erie St., Grove St. (now Manila Ave.) and Monmouth St. are clearly granitic. Those facing Jersey Avenue, presumably the most "high style" street in terms of quality of housing, are a curious mix of sandstone and granite. The single wall facing Brunswick St. is coursed brown sandstone. Above the "shelf," tooled brown sandstone predominates. Oddly, an effort has been made at the Monmouth and Coles Street crossings, hardly "high style" streets, to continue the granitic ashlar above the shelf near the upper corners of the embankment where visible beyond the bridge. The "shelf" that supported the Erie St. bridge is either composed of, or covered with concrete. Some minor patching of masonry previously in touch with bridging is evident, especially on Coles St. As a rule, where the harder granitic ashlar is employed, it is continued around exterior corners. The edges of the ashlar forming the corners are rebated, forming a sharp, classical "arris."

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The Grove St. (today Manila Ave.) abutment of the easternmost segment is similar in design to the other five. Its southern sandstone retaining wall continues for approximately 80 feet, at which point it is intersected by a short, perpendicular sandstone wall that steps down, ziggurat style, to the ground. This short wall is the retaining wall of the end of the earthen berm that continues to the Henderson St. (today Marin Blvd.) sandstone abutment. At the point where the retaining walls intersect the embankment bends slightly to the southeast. The grass and shrub covered berm appears stable on this flank. The embankment's inflection repeats that of the earlier two-track freightway. This slight bend was probably introduced to avoid prior existing housing on the east side of Henderson St., as well as an "ink factory" on Sixth St. east of Henderson. The bend also delivered trains closer to the center of the Harsimus Yards.

The northern retaining wall of this eastern segment also continues for approximately 80 ft., it then ceases to be covered by coping stone. The sandstone wall gradually lowers as it runs parallel to Sixth St.; the sandstone appears to be displaced by lateral earth and water pressure. Finally, the sandstone is replaced by short segments of railroad ties, Belgian block, stucco covered Belgian block and concrete, all seemingly of recent construction. At one point it appears that trucks have been driven up an eroded section of the berm. The 1908 Hopkins *Atlas* (see *Illustration 7B*) indicates that this section of the embankment was also berm, without retaining wall, and that it too bent towards the southeast. This is confirmed by the location and configuration of the Henderson St. abutment, which is clearly not constructed to interlock with a retaining wall. The narrow right triangle of land north of the berm running along Sixth St. was, according to the 1908 *Atlas*, covered with two sheds or outbuildings, suggesting that the confused pile of earth and masonry parallel to Sixth St. is the product of a later disturbance. Today, this narrow triangle is listed by the local Tax Assessor as "Class 2 Railroad Property," distinguishing it from the "Class 1" property of the Harsimus Branch Main Stem. Conversely, the Sanborn Co. 1906 basemap indicates that a "three foot high stone retaining wall" continued parallel to Sixth St. all the way to Henderson St.. The Sanborn does not indicate any outbuildings at the corner of Sixth and Henderson, nor does the 1928 Hopkins *Atlas* show any such buildings. It might be supposed that, because the Pennsylvania owned sufficient land on this block, it did not need to go the great expense of the masonry retaining wall to construct its seven-track embankment. It had the land to allow the earth to assume the angle of repose, removing the need for the retaining wall. Had the same approach been taken in the other blocks, the bermed earth would have severely reduced the number of tracks fitting on the structure.

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With the exception of the aforementioned section of non-original and disturbed material, the masonry of the entire embankment is in remarkably sound condition. None appears to have ever been parged. The sandstone exhibits some areas of spalling, but this certainly does not threaten structural integrity. Some cracks due to differential settlement are also detectable, especially near the Monmouth St. abutments. One large block of sandstone was apparently displaced during the recent bridge removal at Jersey Ave. and Sixth St. It sits on the ground.

All tracks and ties have been removed from all segments of the embankment, as have any vestiges of signaling, switching or watering systems. Regularly spaced metal flats remain attached to the upper surface of the coping along much of the northern retaining wall. Tall grasses and the quicker growing sorts of shrubs and trees have spread over much of the fill. All plate girder bridges have very recently been removed, chain link fencing has been attached to the coping at north-south cross-streets. There is some evidence that the bridges were strengthened or replaced soon after initial construction (*Jersey Journal*, *Want the P.R.R. to Remove Shoring*, Oct 15, 1913), so that the removed bridges, while, quite old, were not original. The problematic 1906 Sanborn indicates a square brick building for "yard men" set upon the embankment at the corner of Brunswick St. and Sixth St. Neither the 1908 nor the 1928 Hopkins *Atlas* shows any such building. The 1906 Sanborn also indicates a seven-track bridge at Henderson to the Harsimus Yards; the Hopkins *Atlases* depict five tracks.

With the exception of the aforementioned removals and disturbances, the Harsimus Branch Embankment is very much as built almost one hundred years ago. It appears to have satisfied the Pennsylvania Railroad's stated program of enduring, low maintenance civil engineering. It clearly possesses integrity of **location, design, materials and workmanship**. The adjacent residential setting, broadly contemporary with its period of significance, is remarkably intact, providing a rare surviving **feeling** of the intimate **association** between the railroads and daily life in Railroad Age Jersey City. The precipitate elimination of much of the related railroad landscape and architecture does make the Embankment initially more difficult to interpret as a component of a rail system. Conversely, its rarity as survivor makes it especially deserving of protection.

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STATEMENT OF SIGNIFICANCE

The Pennsylvania Railroad Harsimus Branch Embankment is significant in **American transportation history**; it enabled a major trunk rail line to establish a large freight yard on the Hudson River, contributing greatly to the growth of the Port of New York and New Jersey. The embankment, part of what would become "the largest transportation system in the country," (Schotter, p.1) facilitated the dedication of most of the Jersey City Hudson waterfront to rail and rail-related uses, significantly inflecting the social and political history of the City, as well as its physical outline. The driving of a busy freight line through an already established, largely middle/artisanal class residential neighborhood, coupled with the concomitant physical separation of the neighborhood from its original Hudson shoreline, makes both the advent of the original elevated freightway (c. 1867) and its expansion into the seven track embankment (c. 1901) key moments in the **social, political and community planning history of Jersey City, New Jersey**. Landscape historian John Stilgoe, in his influential *Metropolitan Corridor* (Stilgoe, 1983), depicts the extension of metropolitan space into the rural hinterland. The Harsimus Branch Embankment is a classic instance of the less studied converse: the accommodation of the "high iron" by the metropolis. Additionally, the embankment was constructed under the direction of **James J. Ferris, A.S.C.E., a major figure in both the civil engineering and political history of Jersey City.**

Originally, those sections of the Harsimus Branch Embankment falling within the study area of the Harsimus Cove Historic District were included within the proposed district. This proposal (*Harsimus Cove Historic District [As Proposed]*, 1982), the product of research by a team of graduate students from Columbia University's School of Architecture, Planning and Preservation, presented the "viaduct" [*sic*] as a "landmark in and gateway to the district" (*Ibid.*, p.1). The Harsimus Cove Historic District northern boundary was drawn down the midpoint of Sixth Street: "The Sixth Street Boundary, therefore, will insure the inclusion and full protection of this landmark and link Harsimus Cove with the Hamilton Park Historic District to the North" (*Ibid.* pp. 1-2). The 1982 study tersely states: "The Harsimus Cove Historic District provides an excellent example of the influence of Railroads" (*Ibid.*, p.22).

The *Harsimus Cove National Register Nomination Form* (Sullebarger Associates, 1987) did not include the embankment within the proposed district because: (1) it would have been "arbitrary to consider part but not all of the viaduct" [*sic*]*—*two western segments and one eastern segment are not contiguous with the Harsimus District boundaries. (2) the railroad was a "distinct use." The *Nomination Form* does, however, describe the "viaduct" as the "northern boundary of the district" (*Ibid.*, Item 10, p.2). The earlier

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study's determination of "landmark" status for the embankment, as well as its assessment of the historic import of the railroads in Harsimus Cove are not contested in the later document. Indeed, the *Nomination* points out that "the growth of Harsimus Cove was greatly influenced by the development of the railroads" (*Ibid*, Item 8, p. 9.).

Jersey City *circa* 1850 could scarcely be characterized as a railroad town. Since the late 1830s the tiny engines of the New Jersey Railroad had traversed the circuitous, 40 foot deep cut in the Palisades and crossed the lowlands via the unsurprisingly named Railroad Avenue on their way to the Hudson ferries, but an examination of the Douglass (1841) or Dripps (1850) maps reveals a very mixed economy in the nascent city. Maritime and proto-industrial land uses seem to have predominated at the Hudson's edge, mercantile and residential inland. Local directories reveal both a New York oriented and local merchant communities, as well as a large population involved in the building trades and support establishments. Much of Jersey City's economic energy seems to have been employed in the construction, furnishing, rental and sale of rows of attached houses. In the area immediately inland from Harsimus Cove (then literally a cove, or "mud flats"), property developers, such as D. S. Gregory, the Coles family or the Sisson family built rows of attached residences. Soon the two-story and basement vernacular Greek Revival home gave way to the rather more elaborate three-story and basement pressed brick Italianate model. By the mid 1860s, this area would be substantially "built out," (Culver map, 1866/8), though the odd vacant lot would remain. Churches and schools, by-products of an established community, abounded.

At approximately the same time that this section west of Harsimus Cove was developing into a residential neighborhood, the emergent regional railroads, having grown powerful through a process of takeover, lease and aggregation, sought access to New York City. The region's vast internal market, New England rail connections and port were the goals. In the way stood the basalt of the Palisades and the rapidly growing lowland City of Jersey City (see Condit, 1981, and Cunningham, 1997).

The Erie Railroad began four years of tunneling through Palisade basalt in 1857; the Long Dock Improvement Co. began filling in the northern reaches of Harsimus Cove for the Erie's yards and passenger station. Emerging from the eastern mouth of its Bergen Hill tunnel, the Erie's trains moved at grade through Jersey City north of 10th Street, a largely swampy section not yet densely populated. In the mid 1860s the Central Railroad of New Jersey drove almost two miles of pilings across Newark Bay, traversed the still largely rural Greenville and began to fill in shallow Communipaw Cove with New York garbage. In 1867 The Camden & Amboy and New Jersey Railroad joined forces as the United Railroad and Canal Company. It immediately began campaigning for the right to fill in

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Harsimus Cove, which lay north of their terminal at Exchange Place--itself created on fill. The former New Jersey Railroad double track running at grade down Railroad Avenue to Exchange Place was doubtless totally inadequate for the combined passenger and freight traffic of the United, especially when combined with the New York bound freight of the mighty Pennsylvania Railroad, whose freight the United was handling. As the C. & A. had successfully done numerous times before, the United sought a legislative privilege.

This legislative request would act as a flash point for a cluster of smouldering local grievances that would set the parameters of much political discourse in Jersey City for the next 100 years. These included: preferential taxation of railroads, state ownership of riparian rights, railroad control of the state legislature and railroad indifference to the quality of life in Jersey City.

In 1868, the United Railroad and Canal Co. sought a legislative enabling act that would have permitted it to purchase, fill and cover with a freight yard and piers much of Harsimus Cove. The company would also have been allowed to select and take through condemnation a route of its choice between its main line and the proposed Harsimus Yards. News of the "Harsimus Bill" (Senate Bill #84) sparked a round of sharp local protest and a rare demonstration of unity in the usually politically fractious City (see Platt, 1973). Initially, the local *American Standard* decried the "Great Railroad Grab Bill" (*The American Standard*, Feb. 24, 1868, p. 3). Angry protest meetings, initiated by then-Mayor Gopsill, the Common Council and locally prominent attorneys and businessmen met in the Council Chamber and at the Catholic Institute. (Confessional and immigrant/nativist schisms don't seem to have colored the protests.) Lobbying missions sixty strong descended upon Trenton. One faction opposed the Harsimus Bill *in toto*, others sought substantial modification. Many subscribed to attorney James Flemming Jr.'s suspicions: "There are many things in this bill which need ventilation, it is very ingeniously drawn" (*Ibid.*).

Bill opponents recognized that, while silent on the taxation issue, the bill would greatly magnify the harm done to cities by its implicit extension of New Jersey's singular system of municipal tax exemption for railroads. Most early railroads in New Jersey had been created by special charter; their payment of taxes or transit duties to the State was judicially held to satisfy all--including local-- tax obligations, municipalities being creations of the State. (For a discussion of the legal theories involved, see McLoughlin, 1917). The proposed yards, as well as the new rail route through existing, tax paying private property, would yield no revenue for Jersey City. Some local residents owning property on Harsimus Cove, such as John Van Vorst, objected to the State's "usurpation" of "traditional abutters' rights" and the imposition of the common law based Sovereign's

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rights to riparian land. In short, the State was taking what local residents had thought theirs. Others objected to the City's losing all right to impose "wharfage rates" on private owners of piers, or to the City's losing control over the establishment of streets and sewers on private railroad land.

Residents of the (then) 4th Ward, the residential neighborhood just west of the cove, realized that their neighborhood was the likely route for the new freight line. Attorney George Ransom declared, "They are allowed to open a street one hundred feet wide, which is their intention, to locate on the north side of the blocks between South Fifth (today, Fourth) and South Sixth St. (today, Third)" (*Ibid.*). It should be noted that the Catholic Institute, host to many protest meetings, was then located on South Sixth St., near St. Mary's Church. Many church members would have lived in the threatened neighborhood. Ransom's predicted route would have also taken the railway through the then only 14 year old P.S. 2. Residents' perception of a rail route through their neighborhood would have been colored by the contemporary situation on Railroad Avenue--by 1860 locomotives chugged out of the Exchange Place Depot every 10 minutes during the day and every 15 minutes at night, with a similar number moving in the opposite direction (Cunningham, 1997, p. 255). Hence, residents blistered at Flemming's observation: "They are to elevate their railroad *if they see fit*, consequently if they want to put it up they will and if not they will lace it upon the level of the street" (*The American Standard*, Feb. 14, 1868, p. 3).

In an effort to allay local fears, D. S. Gregory, often described as Jersey City's "leading citizen" (and not coincidentally a Director of the New Jersey Railroad), announced "he was confident that the road could not come down South Fifth Street, but would turn off from the New Jersey road at the starch factory and go through the poorest section of the City" (*Ibid.*). Presumably, the "starch factory" was the long-established Colgate Starch Factory, located in a marshy area on Brunswick Street, near what would become the core of Jersey City's "Italian Colony." Even Gregory opposed, at least in public, the municipal tax and wharfage exemptions to be granted the United R.R.. Clearly, he understood the character of the threatened neighborhood. His solution was to find a poorer section.

The City's Common Council proposed its own Harsimus Bill amendments (*The American Standard*, March 2, 1868, p. 3):

- 1) all property in the Bill shall be locally taxable
- 2) city sewers shall not be closed up
- 3) Hudson Street (parallel to the waterfront) shall be opened
- 4) owners shall be indemnified for property depreciation

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- 5) The power to condemn private property shall only last one year
- 6) The road shall be elevated.

Meeting at the Catholic Institute, protesters adopted a resolution, providing:

- (1) That the company should be compelled to take the additional land required for their use adjoining Railroad Avenue.
- (2) If the above can not be accomplished, and the road must come through the populous part of Jersey City, then they be compelled to take an entire tier of blocks in width and then to locate their road in the centre of the block, with authority to sell the houses as erected fronting on the street running east and west thereby reimbursing themselves and retaining in the city a large amount of taxable property, which otherwise would be destroyed. (*Ibid.*, March 10, 1868, p.3).

The Senate passed the Harsimus Bill unanimously on March 13, 1868. The House passed it, 50-3, on March 19, but not after some debate. Proponents of compensation for property owners within two hundred feet of the projected railway argued that "the road would damage a portion of the city that is now very handsomely built up." Opponents of compensation replied that "It may be an advantage to the places the road passes through." Representative Baldwin "believed that this spot in time would be the Terminus of the Great Pacific Railroad, and he felt very proud of having it located in New Jersey" (*Ibid.*, March 20, 1868, p. 2). The United was forced to pay the State \$500,000 for the riparian land. The following year, this sort of transaction would be institutionalized in the creation of the Riparian Commission. The City received several concessions: the new rail route had to be defined by Jan. 1, 1869, the City could build sewers on company land, and the new road had to be elevated at least 12 feet above grade. The United prevailed on the major issues of taxation, compensation and condemnation.

On March 20, 1868, legislators were treated to a trip to Jersey City and sail on the Hudson, courtesy of the United Railroad. Whether this is an early example of a legislative fact finding tour, or simply a reward for services rendered is difficult to ascertain. At the hotel dinner concluding the visit, a champagne toast was offered to the health of "William Harsimus." Legislators were disappointed that Jim Fisk, the railroad manipulator ensconced in the hotel to avoid New York arrest, did not grant them an audience. Jersey City officials were conspicuously absent from the Exchange Place celebration, after which part of the legislative delegation departed for New York to continue the evening.

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Opponents of the new law, now labeled the "Indignants" in the local press, pressed on in an effort to mount a legal challenge. Newspaper accounts present these meetings as angry and divided. Mayor Gopsill is "aghast" at the "strong language" employed by the ultras. At one point, he is "hissed from the chair" (*Ibid.*, March 26, 1868, p.3). Someone suggests that Hudson County Senator Winfield, sponsor of Bill 84, be "removed by the dagger." Here it should be noted that *The American Standard* had softened considerably in its opposition to the "Great Railroad Grab Bill." Prior to the Senate vote it editorialized:

In the plan of our growth as a city, we must start out by conceding the Low Lands upon the rivers as dedicated by force of topography to the occupation of the Railways as truly as our Harbor is dedicated to the holding of ships....

The people say 'you are going to run over my lot.' Well, answers the corporation, we have to run over somebody's lot, or not run at all; which would you have us do? (*Ibid.*, *Jersey City and the Railway*, March 19, 1868, p.2.)

The acquisition of the United Railroad by the Pennsylvania Railroad in 1871 (technically a 999-year lease) provided the infusion of capital needed to accomplish those projects envisioned in the Harsimus Bill. The residents of the "conceded Low Lands," since 1870 the residents of a greatly enlarged City encompassing the former Hudson City and Bergen, now had to achieve a *modus vivendi* with "America's Standard Railway." The Pennsylvania, which had, through affiliates, recently achieved connection with centers such as St. Louis, Cincinnati and Chicago, would now carry livestock and grain from America's heartland and freight from the industrial centers of western Pennsylvania across the residential streets of Lower Jersey City.

As the United and the Pennsylvania Railroads were closely connected in the years immediately preceding the "lease," it is difficult to ascribe responsibility for the final Harsimus Branch route selection to one company or the other. Clearly, D. S. Gregory's ascription of "impossibility" (political or mechanical) to a route through the immediately adjacent neighborhood was incorrect. A map dated 1870, entitled *Cities of Hudson City and Bergen* by R. C. Bacot, L. W. Post and J. Camp, Jr., also shows the Downtown section (See *Illustration 1*). Tracks running from the original N.J.R.R. line cross the Harsimus section between South Third (today Sixth) and South Fourth (today Fifth) Streets. The track, closer to Sixth than Fifth Streets, is labelled "Camden & Amboy and N.J.R.R." Curiously, a partially filled Harsimus Cove is labelled "United Railroad of N.J." It appears that the legislative deadline for route selection was met.

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The projected route sliced through seven blocks. The western two, close to the Mill Creek lowlands, appear to have been largely unimproved. The easternmost block was covered largely with frame sheds. The central four were solidly residential, though not fully built-out on the Sixth Street side. The mid-block route is very much like that demanded by the Catholic Institute protesters' resolution; there is no evidence that adjacent propertyholders on the Fifth St. side of the railway were either compensated or offered the option of being "bought out." An examination of the Spielmann and Brush 1880 *Sanitary and Topographical Map* reveals the likely underlying cause of the selection of the Fifth/Sixth Street route: a prong of swampland extended eastward from the Palisades beyond Jersey Avenue (See *Illustration 2*). Higher, drier land had been developed earlier, and presented greater political and economic resistance: rows of solid housing, several substantial churches and a masonry public school. The "softer" route presented its own engineering difficulties.

Robert C. Bacot, engineer, surveyor and sometime architect, was a major figure in the civil engineering of the nascent Jersey City. He platted many of the large landholdings in the early city, and saw to the subdivision of the Coles, Van Vorst, Tonnele and Van Wagenen estates. He was responsible for the grading of streets and the installation of much of the original sewer system. An engineering graduate (1835) with considerable experience in his early career in railroad construction, he served as Secretary and Engineer to the New Jersey Legislature's Riparian Committee (1864) and filed the report that led to the creation of the Riparian Commission, which he served from its inception as Secretary and Engineer. McLean writes that "between 1870 and 1880 he (Bacot) purchased the right of way for the New Jersey Railroad and Canal Company, involving an expenditure of about \$2,000,000" (McLean, 1895, pp.350-351). Bacot knew this terrain well; his own "carpenter gothic" house stood (and still stands) at the corner of Third St. and Jersey Ave., as close to the suspected route of the railway as the Catholic Institute. He had in all probability played a role in the early row housing built by Coles on Fourth St., which stood directly in the railroad's putative path.

The generally accurate Hopkins *Atlas* (1873) presents the disturbing two dimensional depiction of a railroad running through existing buildings fronting on the north-south streets as the Branch threads its way between the buildings facing Fifth and Sixth Streets (See *Illustrations 3A, 3B, 3C*). Presumably, this was intended to indicate the future route to be established following purchase of the intercepting structures.

H. W. Schotter, in his 1927 "house history" of the Pennsylvania Railroad, tells us that 1874 saw a new passenger station built at Exchange Place, the great extension of the freight receiving and forwarding facilities at Harsimus Cove, and "...the new railroad to

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connect with the Harsimus Cove property was also ready for use in the same year..." (Schotter, p. 124). This new line branched from the main line near Waldo Avenue, isolating a small residential enclave on the "hill" that is still known as "The Island." The fledgling *Jersey City Evening Journal* observed that in December, 1872 the Pennsylvania Railroad was paying \$13,720 in local property taxes on land "which is to be used for new track, but the payment of taxes on this will cease next May." (*Evening Journal*, Dec. 24, 1872). In 1873 industrial expansion across the U.S. was sharply curtailed following the sharp financial panic of that year, precipitated by a "crash" in railroad security prices. Presumably, this slowed the Pennsylvania's construction schedule.

A slim volume published in 1875 entitled *Jersey City, Hudson County, the Railroad Centre of the East* contains a fragile fold-out map of significant rail lines (See *Illustration 4*). The Harsimus Branch of the "P.R.R." is depicted, except that one block (Erie St. to Jersey Ave.) is shown as started but not yet completed. The intervening structures shown on the 1873 *Hopkins* have been eliminated. This *Railroad Centre* map confirms Schotter's date, and is about as close as one gets in this sort of archival research to a photograph of a work in progress. It should be recalled that this 1874/5 date is only five or six years later than the experimental elevation of small cable and steam powered locomotives on the far west side of Manhattan. (Holt, 1972). The early elevated lines in New York, of course, were not intended for freight traffic.

The elevated Harsimus freightway, and its successor embankment, are early manifestations of what planning historian Françoise Choay calls "a theory especially favored during the second half of the nineteenth century: the separation of traffic systems" (Choay, 1969, p. 23). Joseph Paxton (of Crystal Palace fame) had proposed a circumferential glass-enclosed roadway as a means of linking London's rail stations; the arcade to be flanked by multiple levels of express and local trains. This "Great Victorian Way" was never built, but several years later Frederick Law Olmstead did introduce both horizontal and vertical separation of traffic networks in Central Park. The late twentieth century observer, in retrospect, tends to fix upon the deleterious effects of such multi-level transportation systems, as did many contemporary adjacent property owners. Such engineering work also exercised an utter fascination over the late nineteenth century public. With the advent of the Third Avenue elevated railroad in New York, it seemed quite natural to the Central Park Superintendent to cut vistas through the trees so that the public might admire the engineering marvel (Blackmar and Rosenzweig, 1994, p. 288).

Another sheet, *Map of Jersey City and Hoboken Showing Lands Occupied by Railroad Corporations* (1882), shows, through color coding, that the P.R.R. by this time owned all of the northern half of the blocks intercepted by the Harsimus Branch line from Newark

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Ave. to the Harsimus Yards. This would seem to corroborate McLean's assertion that Bacot had succeeded in obtaining all of the property for the railroad in the 100 foot swath to the yards. A search of deeds by county block number in the Hudson County Registry shows that few properties in the right of way were acquired by the railroad after 1887. Given the lack of earlier corporate grantee indices, it is extremely difficult to trace earlier purchases by block.

The highly detailed 1883 *Bird's Eye View of Jersey City* confirms the presence of a two track elevated structure threading its way along the rear of buildings between Fifth and Sixth Streets to the Harsimus Yards (See *Illustration 5*). Truss type bridges cross north-south streets--some of the trusses seem to lie above the railway, some below. While it is natural to trust one's eye when studying a work as meticulously detailed as the 1883 *Bird's Eye*, it ought to be remembered that detail is not a guarantee of authenticity. The P.R.R.'s line down Railroad Avenue also seems to run on truss bridges, but we know from many sources that the line was not elevated until the early 1890s. Fowler's 1887 *Atlas* also confirms the route of the two track freight route (See *Illustrations 6A and 6B*).

While the 1883 *Bird's Eye* does confirm that the P.R.R. had lived up to the elevation amendment in the Harsimus Bill, it is not conclusive on the material employed in construction. We do know that wooden track elevation was commonly employed in the marshland at the base of the Palisades. However, a brief reference in an 1891 *Engineering News* article describing the new P.R.R. passenger shed and Railroad Ave. track elevation mentions the earlier Harsimus work. The bulk of the P.R.R.'s freight, we are told, "is deflected from the main line ... to the Harsimus Cove branch, a double track line crossing Jersey City on an iron viaduct and terminating at the docks and yards on the water front. This viaduct for the freight traffic was built before the one used for passenger traffic was undertaken" (*Engineering News*, Sept. 26, 1891). We further learn that all P.R.R. ironwork was painted with red oxide of iron, though exception was made for the Railroad Ave. viaduct, which, in deference to the adjacent Joseph Dixon Co., was painted with the latter's glossy black paint. Three years earlier (June 25, 1887), *Engineering News* had published a cross section of the design employed in the later track elevation; the earlier design is not published. The Railroad Ave. design employed longitudinal plate girders supported by transverse plate girders, these carried on columns. The columns are carried on masonry piers bedded on three foot thick slabs of concrete, 11 feet square. Where needed, pilings were driven to support the concrete slabs, 16 per column. Some pilings penetrated to a depth of 50 feet. Given the marshy conditions on the western portion of the freight line, it seems likely a similar treatment was required, especially when the greater weight of the freight trains is considered.

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The Harsimus Yards served by the new freight line were said to have cost "several millions of dollars" and "exceed in their magnitude anything of the kind on the continent" (Shaw, 1884, p. 196). The yards, embracing 1100 feet of Hudson River frontage, contained stockyards (1300 feet by 225 feet), and an abattoir. The stockyards could receive and deliver 500 cars a day. A 180 foot by 1500 foot water slip ran the length of the stockyards and the abattoir. A 1500 foot long pier contained a grain elevator. A separate grain pier and sheds could transfer 150 car loads of grain daily. Another 80 foot tall warehouse held freight. Tracks connected with car floats over float bridges, allowing transfer of entire cars across the River (*Ibid.*).

From an 1882 P.R.R. publication arguing the Company's position on the municipal tax question (*Exemptions of Railroad Property...*, 1882), we glean a statement of "manpower" at the Yards. On average, 145 men worked in the grain elevator, 45 maintained track, 8 were carpenters, 21 inspected cars, 66 handled freight trains and 400 worked the piers and warehouses. Of the 685 workers, 88% were said to live in Jersey City. To their number might be added that of Frank McNally, the Harsimus Yardmaster from the day it opened in 1874 to his retirement in 1904, when the elevated track had just been replaced by the embankment. McNally, who was also a force in local Democratic Party politics, lived at 644 Jersey Ave., perhaps two hundred feet from the Harsimus Branch. Living even closer to the freight line were the successive Superintendents of the New York Division of the P.R.R.. They were housed in a substantial, detached brick-and-stone house on the southwest corner of Jersey Ave. and Sixth Street, doubtless acquired by the railroad as part of the branch acquisition. This served as upper-end company housing. James McCrea, who would succeed Alexander Cassatt as President of the Pennsylvania and oversee the completion of the Pennsylvania Station, New York project, passed his Superintendency living in the company house with the elevated railway in the backyard (Burgess and Kennedy, pp. 517-18).

Today, there is a tendency to view the Harsimus residential neighborhood through the refracting glass of later social decay, and to impute precipitous decline to railroad penetration. Descent seems to have been far more gradual, and its causality more diverse. Vacant lots continued to attract residential development, first four story "flat" style buildings with floor-through apartments, then, near 1900, slightly larger "apartment houses" of sound construction and modern mechanical features, such as steam heat. The row houses of Jersey Avenue remained desirable addresses for such worthies as Col. Asa Dickinson, the county Republican "boss" (638 Jersey Ave.), and furniture merchant and Mayor Hoos, who lived at Third and Jersey. Dickinson's "club" met at 630 Jersey Ave., at the northeast corner of Sixth and Jersey; the ward Democratic Club met on Sixth Street near Jersey Ave.. Compared to the "carnage" occurring with great regularity at the Erie

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R.R. grade crossings at Tenth St., adjacent to the now densely populated "Horseshoe" (documented in almost loving detail by the local press) the elevated P.R.R. line might have seemed more neighborhood accomplishment than ruin. In the constant agitation to compel the Erie to elevate its tracks, not accomplished until the first decade of the twentieth century following the Bergen Arches compromise, the Pennsylvania was generally cited as the good corporate citizen. There is some evidence that, faced with the noise of the 7-track embankment's construction, local residents regretted their previously quiet elevated freight road. "Cars were drawn through as quietly as possible and great care was taken to avoid any objectionable features that the road might bring with it" (*Evening Journal*, May 12, 1902). Conversely, we know that those railroad-owned homes on Sixth Street closest to the railroad were deemed of little economic value: "For years past it has been almost impossible to find tenants for many of them, owing to the disturbance kept up by the locomotives of freight trains during the early hours of the morning" (*Ibid.*, April 3, 1901).

The P.R.R. seems to have provoked local residents less with its branch line than with the blocking off of local sewer lines at the Yard. As described by A. McLean in his anti-railroad diatribe *Fifty-Years' War for Equal Taxation*, (McLean, 1897), a midnight rainfall on the night of Sept. 23, 1882 backed up sewage water into "hundreds of homes." Apparently, this was the first significant rainfall occurring at high tide since the original sewers emptying into Harsimus Cove had been capped by the Railroad. By 2 a.m., "hundreds of householders were out in the streets, mad as hornets." "Mass meetings" led to the Fire Department being called to pump out the sewers; "gangs of men" went out into the "meadows" and "broke out" the ends of the sewers. McLean notes that the impacted area, "only 1800 square feet" [*sic*] was "the most populous part of the state," with a population of 24,000.

The population of Jersey City increased from 82,546 in 1870 to 206,433 in 1900 (Condit, 1981, p. 373). Much of this increase, of course, is attributable to European immigration. We do know, from discussions of the overcrowding at the "ancient" #2 School, that much of the neighborhood's population increase was attributed to the conversion of private homes to apartments (*Evening Journal*, Feb. 19, 1896). In a time when most walked to work, it must be assumed that an increasing portion of the local population worked at the adjacent Harsimus Yards, or the Erie Yards, or at the rail-related warehouses and express companies in the adjacent Warehouse district. To them, the rattle of an elevated freight yard was less an annoyance than the promise of a paycheck.

As population swelled in the adjacent neighborhood, so did freight traffic on the two-track elevation. By 1900 the P.R.R., long recognized as the "best system in the nation," (Cunningham, 1997, p. 252) was near the apogee of its wealth and prestige. The Harsimus

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Branch Embankment is one remaining example of a series of related improvements executed by the company at Jersey City, encompassing the enormous iron and glass train shed, head house and ferry slips at Exchange Place, the Railroad Ave. elevation and the Waldo and Greenville yards. (See Condit, 1981, *Chapter 5*, for an excellent description.) The *Annual Report of the Pennsylvania Railroad Co. of 1901* (partially reprinted in *Engineering News*, March 13, 1902), describes for shareholders new projects ranging from stations in Washington and Pittsburgh to the possible driving of an electrified tunnel under the Hudson. It also alludes to "a very large amount of work upon the main line and branches of the United Railroads of New Jersey." One small portion of this work was the replacement of the elevated iron freight road to the Harsimus Yards with a 100 feet wide, 7 track embankment contained within sandstone retaining walls almost thirty feet high.

Like the concurrent expansion of the Harsimus Yards, the Harsimus Branch Embankment project was carried out upon railroad-owned land. Few government approvals were required, other than permission to erect some temporary shoring under trestles until new plate-girder bridges could be dropped into place from the railroad. These requests provoked no public outcry. The coverage in the local press was routine. The railroad and engineering trade press was much more interested in the P.R.R.'s massive Greenville Yards project (another attempt to deal with the company's huge freight volume), and the final realization of extensive track elevation in Newark. The local press accounts of the embankment's construction were written by generalist reporters; they are in places tantalizingly vague. These accounts are supplemented by near-contemporary depictions in the 1906 Sanborn Company publication and the 1908 Hopkins & Company *Atlas of Hudson County, Vol. 1*. (See *Illustrations 7A and 7B*)

The Jersey City Evening Journal announced on April 3, 1901, that the P.R.R. had taken the "initial steps in the matter of widening its tracks between Henderson St. and Jersey Ave." (*Pennsylvania R.R. to Widen Roadbed*, April 3, 1901, p. 2). All tenants on Sixth St. had been served notice to vacate by May 1. The reader is informed that "the railroad company has had the forthcoming operations in view for a long time past, but leases stood in the way." The *Journal* states that one additional track was planned as far west as Erie St., but it is suggested that "an extra double freight track to the foot of the hill will be a material fact in a year or so." On May 4, 1901, we learn that "the P.R.R. has commenced to tearing down the recently vacated dwelling houses ... between Grove and Erie..." (*Pennsylvania RR Widening Tracks*, p. 4). No mention is made in these stories of the replacement of the existing structure with an embankment. The only recorded protest is from "angry residents" claiming that the proposed wider railroad bridge at Grove St. would interfere with the passage of the Grove St. trolley (*Depression of Grove St*, April 5, 1901, p. 4).

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By June 1, 1901, the public was informed of the "massive retaining wall" to be complemented with a second wall running down the rear property line of the houses on the north side of Fifth St. Solid earth filling will be placed between the two. This new structure would run the entire length of the "present trestle," and accommodate 7 tracks. Sanford & Stillman, the Contractors, would commence work "early next week." The project would take "two years or thereabouts.... Each stone used will weigh nearly a ton, and the wall when completed would be a very massive structure." (*P.R.R.'S Massive Retaining Wall*, June 1, 1901, p. 4).

The headquarters of Sanford & Stillman Co., Contractors, was in the Pennsylvania's Exchange Place office building, 26 Exchange Place. This was the successor firm to David S. Cofrode, "bridge and dock builder," listed in the Jersey City *Directory* since 1884. Cofrode is listed as living in Philadelphia. A Joseph H. Cofrode and Francis H. Saylor, "bridge builders," maintained offices nearby at 104 Hudson St. At David Cofrode's death in 1886 his general manager, Frank M. Stillman, of Rahway, New Jersey, reorganized the firm as Sanford and Stillman. Stillman was president; Arthur E. Sanford, of Newark, New Jersey was Secretary. In 1888 James J. Ferris was recalled to Jersey City by Stillman and named General Superintendent of the company. The firm would eventually be named Stillman, Delehanty and Ferris. As such it would remain listed in the Jersey City phone directory until at least 1943.

By September 26, 1901, the northern retaining wall between Grove St. and Erie St. was reported "almost completed," that section between Grove and Henderson "half finished." It had taken almost four months to complete 600 feet of relatively low retaining wall. "About two years" was still the project's anticipated completion date. "In the meantime, the operations now in progress are furnishing employment for a large force of expert stonecutters, stone layers and laborers. The men engaged are the best of their kind, and they are being paid the highest rate of wages." (*Houses Must Make Way for RR*, Sept. 26, 1901, p. 12).

Meanwhile, the P.R.R. was offering for sale frame and brick houses still standing on the south side of Sixth St. from Erie to Brunswick to anyone willing to remove them intact to another site. It is entirely possible that some houses in the vicinity of the embankment began their life-cycle on the construction site. We also know that some buildings didn't make it off the site intact. As early as October 12, 1901, an apartment house being constructed by a Mr. English at 304 Montgomery St., Jersey City, was described as being built from bricks salvaged from houses torn down "to make way for the stone structure for the Harsimus Branch of the P.R.R." (*Apt House Property For Sale*, Oct. 12, 1901).

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By the end of April, 1902, "rapid progress" was still being made, but much remained to be done. The railroad had been forced, after the commencement of the project, to buy houses on what had been considered P.R.R. property. \$9,000 was paid for a house on the southwest corner of Sixth and Erie, and a like amount for another near the corner of Sixth and Jersey. No explanation is offered in the deeds for these transactions. By this time the "handsome dwelling" in which the succession of P.R.R. supervisors had resided was being demolished (*P.R.R. Pushing Work on New Freight Line*, April 25, 1902, p.2).

In May, 1902, a letter was published from a group of irate 3rd Ward residents (ward boundaries had been changed in 1894). They refer to an earlier petition to Mayor Hoos from "propertyholders," objecting to "the noise in general made on the elevated freight road here in the heart of our city." Harking back to a halcyon past that ended more than one year ago, the propertyholders take exception to "Engines running day and night at a high rate of speed ... ringing their bells as they go for blocks at a time ... jamming the cars together and making even brick buildings tremble." They remind the Mayor that "the drilling of cars here in a residential portion of our city was never dreamt of.... Engines are allowed to stand here working their blowers, thereby permitting great quantities of smoke and cinders to escape." (*They Can't Sleep Because of Trains*, May 12, 1902, p. 5).

Although the massive retaining walls had been rising for over a year, the protesters don't mention this obvious cause for a shift in conditions. The embankment's construction doesn't seem to phase them--as the "drilling of cars" surely does. The letter does confirm that traffic on the original elevated line was maintained, if not intensified, during construction. At a certain point, the four retaining walls must have been joined, fill dumped from overhead cars and tamped down. While there is no mention in the local press of the driving of pilings, excavation for footings or the compaction of the fill, considerable sub-surface preparation must have been required on the lowland site. The freight road was doubtless used to deliver masonry, fill, construction equipment and bridging. It is entirely likely that some or all of the original iron elevated roadway is encased within the fill of the embankment.

In June, 1902 the Street and Water Board allowed the P.R.R. to erect a "temporary trestle" across Erie St.. Soon, "the immense embankment is to enclose the freight lines along Sixth St." (*P.R.R.'S Great Work Along Sixth Street*, June 11, 1902, p. 3). Presumably, the temporary trestle would resolve differences of grade between the old road and the new.

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In July of 1902, a 115-ton girder that was to have formed part of the Coles St. bridge "extension" snapped the 1 1/4-inch wire from which it was suspended from a railway derrick. The girder and the derrick--the P.R.R.'s heaviest--crashed into Coles St., coming into contact with street electric wires. "Thousands" gathered at the scene (*115 Tons of Iron Falls from Trestle*, July 21, 1902). The Jersey City Police Commissioner, who lived nearby, came very close to electrocuting himself. The derrick operator, who lived on Jersey Ave., walked away with minor injuries. In November of 1902 the Street and Water Board gave permission for two more "temporary trestles" at Monmouth and Brunswick Streets. It is not clear if this means that the retaining walls were completed, or only the abutments on the north/south streets. Given the date, it seems unlikely that the entire embankment could have been erected and filled.

Journalistic accounts of the embankment's construction stress its monumental qualities. It is "huge, massive, great, immense, enormous." Landscape historian John Stilgoe, discussing the allure of abandoned railroad corridors, writes of confronting "the everlasting solidity of Egyptian pyramids and Inca roads" (Stilgoe, 1998, p. 42). This is, in part, simply a function of the scale of railroad engineering. It is also the product of a conscious decision on the part of the P.R.R. management to invest at this time in massive masonry construction, such as the 1902 Rockville Arch Bridge, Harrisburg, Pa., the Wilmington, Del. viaduct (1908) and the Philadelphia Schuylkill River (1903) and Mantua Junction (1911) viaducts. It was thought that such construction would save money on maintenance and the need for replacement (Jackson, 1988, p. 143). In the pre-Hepburn Act days of light railroad rate regulation, the railroad could afford such measures. It might be added that, for an industry plagued with the memory of spectacular accidents, some caused by quick and shoddy work, imposing, placid looking construction connoted safety.

Had James J. Ferris, Sanford and Stillman's prodigious Superintendent (and eventual President) not entered public life in the decade following the embankment's construction, it is unlikely that much would today be known about his contribution to the railroad landscape of Hudson County. Ferris's sudden death in 1914 transformed him into a *cause célèbre*--"the victim of a conspiracy of vilification hatched of designing politicians" (*Evening Journal, Editorial*, May 16, 1914, p. 16). His huge public funeral, described as the largest ever held in Jersey City, if not in New Jersey, completed his apotheosis as "probably the most capable and efficient public official the city has ever had" (*Evening Journal, Editorial*, April 28, 1914, p. 14).

It should be noted that we are dependent upon *The Jersey City Evening Journal* for both information and opinion concerning Ferris. The *Journal* had campaigned for and embraced the Commission form of government instituted in Jersey City in 1913 (as allowed under

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the Walsh Act). The "Commission plan," born out of the exigencies of the Galveston hurricane disaster and aftermath, assigned to elected commissioners the task of directly managing city departments, much as private sector businesses would be managed. This was widely hailed by Progressive Era reformers as a way of eliminating "politics" from city government. Underlying much of this thought was the image of the City Efficient. 1913 saw the appearance of Jersey City's first professionally produced planning report (Goodrich and Ford, 1913). Departing from the regnant "city beautiful" school of planning, its authors stressed that "a city should be made efficient in the same way the manufacturer studies for efficiency in his private plant" (*Ibid*, p.6). For an account of Ford's planning work in Newark and Jersey City, see Scott, 1971, pp.120-123). Railroad grade separation was one obvious aspect of "Taylorism" as applied to city planning.

As a civil engineer and businessman, Ferris exemplified qualities sought by those preaching the gospel of efficiency. As an Irish immigrant, Roman Catholic and classic "self-made man" in a city with a swelling Roman Catholic, immigrant working class electorate, he was also highly electable. In Jersey City's first Commission election, in 1913, Ferris, who had once remarked to friends that he thought he could be of "some use" to the city in managing the "Water and Streets Department" was asked to run for office. Elected, he was given charge of the newly created Department of Public Improvements.

Ferris's family had immigrated to the New York area in the 1860s but had returned to Ireland six years later. At age 20 he again sailed to New York in 1880, finding work as an "ordinary mechanic" with D. S. Cofrode & Co., "bridge builders." He also began study at the tuition-free Cooper Union. In the early 1880s he worked on railroad projects for Cofrode in Maryland, Virginia and Pennsylvania, earning promotions to timekeeper and foreman, while continuing to study engineering. Sometime before 1888 he graduated from Cooper Union with honors. At Cofrode's death he was recalled to Jersey City by Sanford & Stillman; in 1888 he was made the company's General Superintendent. From that date he worked largely in Hudson County; he resided in the neighborhood adjacent to the Harsimus Yards.

Installed in Jersey City, he supervised the Lehigh Valley Railroad's "improvements" at Black Tom, then turned his attention to the P.R.R.. "It was under his direction and according to the plans drawn by him that the foundations of the construction of the elevated railroad structure in Jersey City were laid." He "built" the foundations for the construction of the trainshed, ferries and office building of the Pennsylvania. He also directed the extension of the New York Central's piers and sheds in Weehawken, and the construction of the N.Y., Susquehanna and Western's roundhouse and piers at Shadyside. Ferris supervised the raising of the steelwork for the P.R.R.'s elevated line from the

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Hackensack River to the mouth of the Bergen (trans-Hudson) tunnel, and was responsible for the foundations and the 200 foot high towers of the railroad bridge over the Hackensack at Snake Hill (Secaucus).

Ferris's work for the Hudson & Manhattan Railroad ("The Tubes") included: the sinking of the initial vertical shaft at Washington Street, Jersey City, the sinking of the elevator shafts at Exchange Place; and the construction of the foundations for the H. & M. power plant at Bay and Washington Streets, Jersey City. After adumbrating Ferris's list of accomplishments, the *Journal* continues: "One of the most spectacular and probably one of the greatest engineering achievements performed by Mr. Ferris was the shift of the P.R.R. freight span from the old stone abutments to the new, at the elevated P.R.R. structure at Newark Ave. near Seventh St., inside of an hour, the railroad freight service only being interrupted for a period of 60 minutes (*Jersey Journal*, May 16, 1914, p. 1). This is doubtless a reference to the "tying in" of the completed embankment to the P.R.R. system, there being no other Pennsylvania freight track near Newark Ave. and Seventh Street.

We also learn from *Boyd's Jersey City and Hoboken Directory* that Ferris resided at 264 6th St., across the street from the embankment, as it was being raised. (He lived with his wife and nine children in a number of houses in the vicinity before settling in to the still standing large brownstone at 569 Jersey Ave., itself only a few blocks from the embankment.) He was elected to the American Society of Civil Engineers in "about 1900," and was thought "one of the big men in his profession." In 1903 his firm was re-organized, becoming Stillman, Delehanty and Ferris Co.. "Mr. Ferris was then put in entire active charge of the firm, and was considered the directing head." In 1912 he was made President. (The *Jersey Journal* published two extended biographical pieces on Ferris. The first, *This Is the Man Whose Scalp Is Sought*, April 6, 1914, p. 1., appeared at the height of his political crisis; the second, *Ferris Funeral Tuesday*, May 16, 1914, at his death. While roughly similar, they do contain some contradictory material.)

Ferris assumed direction of the Jersey City Department of Public Improvement in 1913. Along with his friend Dr. McLaughlin, the "City Bacteriologist," he attacked the cause of contamination at the City's newly opened water plant in Boonton, New Jersey. "From the Boonton Reservoir alone 10,000 cubic yards of weeds were removed." Fired political appointees were displeased. He personally inspected work on City street paving contracts, also annoying politically favored contractors. The "Dr. Goethals of Jersey City" drafted a plan for a comprehensive sewer system. From the reformist perspective, this was good government.

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His opponents counter-attacked. They discovered a clause in the Walsh Act that prohibited commissioners from having private business dealings with regulated utilities, such as railroads. (Ferris continued to manage his engineering/consulting firm, which worked primarily for railroads.) Ferris, fearing that there was "a cloud upon his title to the office" announced in the spring of 1914 that, unless an ongoing effort to amend the Walsh Act was successful, he would resign. From the *Journal's* perspective, "You see, the 'boys' are not used to working for a business man. They can't understand why business should replace politics, and they haven't gotten over it yet" (*This Is The Man Whose Scalp Is Sought*, April, 6, 1914, p. 1). At the height of the controversy the *Journal* published a front page photograph of Ferris, looking rather like a post office "wanted" poster, and under it ran the caption "This Is The Man Whose Scalp Is Sought." There followed a lengthy account of how "Jim" Ferris spent his day, doing the public's work (See *Illustration 8*).

The effort to amend the Walsh Act failed and Ferris resigned, effective May 4, 1914. He agreed to continue to inspect public work for the City as a volunteer. On May 15, 1914, James Ferris dropped dead of "acute indigestion." To the *Evening Journal's* editorialist, the true culprits were the "minions of machine politics.... Friends of Jim Ferris are saying today he died of a broken heart..." (*Editorial*, May 16, p. 16) (See *Illustration 9*).

Ferris was buried out of his high-style Italianate brownstone on Jersey Avenue. His casket was borne by his fellow engineers and bacteriologist friend down the high stoop as a band in the street played "Nearer My God to Thee." His funeral was the sort of public ritual at which the Victorians and Edwardians excelled. Although he lived only one block from St. Mary's church, of which he was a trustee, his casket was born in a procession from his home to Coles St., then to Hamilton Park (6 blocks away), then to Grove St. and the church. This allowed the throng that had gathered in the street in front of his home to distribute itself throughout the neighborhood. As the procession of about 2,500 people passed through the streets, two bands played. City buildings were closed, residences draped in mourning. Twice the procession passed under the embankment's plate girder bridges (*Thousands Join in City's Last Tribute to the Memory of James J. Ferris*, May 19, 1914, p. 1).

At St. Mary's, the crowd was vastly larger than the seating. The crowd struggled to enter the church. The City's young Public Safety Director, Frank Hague, pointedly gave up his seat to maintain order outside the building. As the one and one-half mile procession made its way up Bergen Hill to Holy Name Cemetery, students at Dickinson High School were released from class to witness. It was, said the City's undertakers the following day, the

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largest funeral in memory. Extra funeral carriages had even been brought over from New York (*Ferris Funeral Was the Largest in the City's History*, May 20, 1914, p. 2).

James Ferris is remembered today as a name affixed to a Downtown Jersey City High School. The Harsimus Branch Embankment, used occasionally by Conrail until the early 1990s, remains, the sturdy vestige of a rail economy and a rail landscape that once dominated lower Jersey City. The masonry and earth structure possesses remarkable physical integrity. It stands as a multi-coded cenotaph. It is a survivor of that "golden age of railroading" when "railroads were at their zenith" (Cunningham, 1997, p. 265). It is a more cryptic marker of the half-remembered struggles over its location, ownership, taxation and elevation. And it is an entirely appropriate self-engineered memorial to the memory of an important and seemingly exemplary personage in Jersey City history.

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April 3, 1901	<i>Pennsylvania R.R. to Widen Roadbed</i>
April 5, 1901	<i>Depression of Grove St.</i>
May 4, 1901	<i>P.R.R. Widening Tracks</i>
June 1, 1901	<i>P.R.R.'S Massive Retaining Wall</i>
Sept. 10, 1901	<i>Harsimus Cove Improvements</i>
Sept 26, 1901	<i>Houses Must Make Way for RR</i>
Oct. 5, 1901	<i>Mr. Andrus Sells 101 Erie</i>
Oct. 12, 1901	<i>Apt House Property for Sale</i>
Nov. 23, 1901	<i>P.R.R.'S Great Work in Greenville</i>
April 25, 1902	<i>P.R.R. Pushing Work on New Freight Line</i>
May 12, 1902	<i>They Can't Sleep Because of Trains</i>
June 11, 1902	<i>P.R.R.'S Great Work Along Sixth Street.</i>
July 21, 1902	<i>115 Tons of Iron Falls from Trestle</i>
Oct. 15, 1902	<i>Real Estate News</i>

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Nov. 19, 1902 *P.R.R. Trestles Near Sixth Street.*
Nov. 1, 1906 *The Change of Grade on Newark Ave.*
June 30, 1907 *City to Sue P.R.R. Twice*
Oct. 15, 1913 *Want the P.R.R. to Remove Shoring*

James J. Ferris Biography

April 6, 1914 *This Is The Man Whose Scalp Is Sought*
April 28, 1914 *Editorial*
May 16, 1914 *Ferris Funeral Tuesday and Cartoon*
May 19, 1914 *Thousands Join in City's Last Tribute to the Memory of James J. Ferris*
May 20, 1914 *Ferris Funeral Was the Largest in City's History*

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Verbal Boundary Description

Jersey City Tax Blocks/lots:

Block 212; Block 247, lot 50A; Block 280, lot 50A; Block 317.5, Block 354.1;
Block 389.1

Source: Tax Map, City of Jersey City, as reproduced in *Realty Atlas, Hudson County, New Jersey; Vol. 2, Hoboken-Jersey City* (Esperian, 30th edition, 1998).

Boundary Justification

As constructed, the Pennsylvania Railroad Harsimus Branch Embankment and Sixth St. walkway covered all and only the above cited Tax Blocks/lots. This is still the case.

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PHOTOGRAPH IDENTIFICATION SHEET

The following information is identical for all enclosed photographs:

- 1) Name of Property: Pennsylvania Railroad Harsimus Branch Embankment
- 2) County, City and State where located: Hudson County, Jersey City, New Jersey
- 3) Name of Photographer: Frank Rutkowski
- 4) Date of Photographs: 1/1999
- 5) Location of Original Negatives: Françoise Le Brun
226 5th St.
Jersey City, NJ 07302

6 & 7) Description of Views, Number of Photographs (also provided on *verso* of photos):

NUMBER VIEW (LOOKING TOWARDS)

(Embankment segments have been numbered from west to east-see photo locator maps)

- | | |
|----|---|
| 1 | North wall segment #1, from Sixth St., W |
| 2 | North walls, segments #1 and #2, from Sixth St., E |
| 3 | West wall, segment #1, from Brunswick St., E |
| 4 | South wall, segment #1, from alley at Brunswick St., E |
| 5 | South wall, segment #2, from alley at Monmouth St., E |
| 6 | East and north walls, segment #1, from Monmouth St., W |
| 7 | South and east walls, segment #2, from alley at Coles St., W |
| 8 | Corner, east and south walls, segment #3, from Coles St., NE |
| 9 | East wall, segment #2, from Sixth St., SW |
| 10 | South wall, segment #3, from Coles St. to Jersey Ave. alley, E |
| 11 | Detail, south wall, segment #3, from Coles St. to Jersey Ave. alley, NW |
| 12 | South wall, segment #3, from Coles St. to Jersey Ave. alley, NW |

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-
- | | |
|----|---|
| 13 | East wall, segment #3, at Jersey Ave., SW |
| 14 | East wall, segment #3, at Jersey Ave., streetscape, NW |
| 15 | NE corner, segment #3, Sixth St., streetscape (Ferris occupied 3 story home second from right during embankment construction), NW |
| 16 | Detail, NE corner, segment #3, SW |
| 17 | SW corner, segment #4, NE |
| 18 | North wall, segment #4, from Jersey Ave., E |
| 19 | North and west walls, segment #4, from Sixth St., SE |
| 20 | South wall, segment #4, from Fifth St., N |
| 21 | South wall, segment #4, from rear yard, Erie St., N |
| 22 | West wall, segment #5, from 3rd floor, Fifth St., NE |
| 23 | Detail, east wall, segment #4, from Erie St., NW |
| 24 | West wall, segment #5, from Fifth St. and Erie St. corner, NE |
| 25 | North walls, segments #1-4, from Sixth St., W |
| 26 | East wall, segment #5, from Grove St. (Manila Ave.), NW |
| 27 | South and east walls, segment #5, from Grove St. (Manila Ave.), NW |
| 28 | South wall and intersecting stepped wall, segment #6, from Grove St. (Manila Ave.), E |
| 29 | North wall, segment #6, from Sixth St., SW |
| 30 | East wall, segment # 6, from Henderson St. (Marin Blvd.) and Sixth St. corner, SW |
| 31 | South berm & east wall, segment #6, from Henderson St. (Marin Blvd.), NW |

easternmost bridge to the Harsimus Yards, embankment tracks funnelled into five that continued over the Henderson St. bridge. There is no evidence that the embankment was ever electrified. Night and day, steam powered locomotives chugged upon it above the streets of Jersey City. Heavy traffic continued into the early post World War II period (see *Illustration 10*). Much of the cargo was produce and cattle headed for slaughter at waterfront abattoirs. (Local lore abounds in tales of condemned animals leaping from the cars and charging through the streets.) Soon after World War II, competition from trucking and containerized shipping rendered much of Jersey City's railroad infrastructure superfluous. Operated less intensely after the demise of the Penn-Central by Conrail, the embankment carried (if only to reverse direction) lengthy diesel powered "piggy back" container trains as recently as the early 1990s.

The embankment traversed a densely built, largely residential neighborhood with some commercial and industrial admixture. Row houses, most brick, some wood frame, predominated. Any vacant or redeveloped land was by 1900 covered with higher density "flats" or tenement housing. The adjacent residential neighborhood to the north and south of the embankment is today largely intact. Several major non-residential structures have recently been converted to residential use. The section north of the Embankment is today generally known as Hamilton Park, much of which is listed on the State and National Registers, as well as being locally designated as an historic district. The section south of the embankment is generally known as Harsimus Cove, much of which is also listed on the State and National Registers, as well as being locally designated as an historic district. The westernmost segment of the embankment faces, across Sixth St., St Anthony's Polish Roman Catholic Church and School Complex (Eligible for National Register, SHPO opinion, 4/13/94), as well as the *circa* 1900 Holy Rosary Church (see *Photo 3*).

To the east, the Harsimus Yards have been entirely replaced by a mixed commercial/residential redevelopment project. North of the Harsimus Yards, the Erie Railroad Yards have been entirely replaced by another residential/commercial redevelopment. The elevated line connecting the embankment to the P.R.R.'s Main Stem has been dismantled. The masonry and concrete stanchions that supported it remain, standing rather forlornly surrounded by junked vehicles and vacant land. The elevated New Jersey Junction Railroad line to the embankment has also been dismantled. In the 1970s, several blocks south of the easternmost segment of the embankment were levelled and replaced with non-profit housing. This project expanded recently into what had been the Fifth Street right-of-way, resulting in the construction of row housing extremely close to the berm of the embankment's most eastern segment (see *Photo 31*).

The embankment replaced an earlier elevated iron freightway that was planned in the late 1860s and constructed in the mid-1870s. Contemporary accounts of the embankment's construction (see *Section 8*) indicate that the iron freightway was used in the embankment's construction, and that rail service to the Harsimus Yards continued throughout the period of construction. Quite possibly part or most of the freightway was left within the earthen fill. Given local soil conditions, and contemporary accounts of the construction of the slightly later Pennsylvania Railroad elevated passenger line at Railroad Avenue, Jersey City, extensive subsurface preparation, including pile driving, is assumed. At the time of the embankment's construction, the civil engineering profession's theoretical understanding of the lateral pressure of earthwork was quite limited (see Boardman, 1905), suggesting that the structure was designed empirically and probably "overbuilt."

The five western segments of the embankment are similar in design, but differ in height. All have slightly battered masonry retaining walls (see *Photo 6*), protected by a course of slightly projecting coping blocks. The segments do, however, exhibit subtle variations in construction, especially in the choice of materials. All of the "long walls," those running the full 400 ft. of each block east/west, are constructed of brown sandstone ashlar, laid with mortar in a random pattern (see *Photos 4, 11, 12*). The blocks are quarry faced; some retain quarry markings. The "short" retaining walls, running north-south approximately 100 ft. along cross-streets, are constructed of carefully coursed quarry faced ashlar, laid in mortar (see *Photo 23*). At the height appropriate to street clearance, these walls step back several feet, forming a masonry ledge upon which were set the seven-track plate girder bridges (see *Photos 9, 13, 17*). Rising above the masonry ledge is a second, recessed wall, originally largely concealed by the bridges. The masonry here has been more finely tooled to the tolerance required when setting the girder bridging. (see *Photo 16*).

Rust from the bridges has accumulated on the north-south coursed masonry walls, making identification of the masonry material difficult. Most, but not all of these walls are granitic in appearance below the bridge "shelf." The walls facing Erie St., Grove St. (now Manila Ave.) and Monmouth St. are clearly granitic. Those facing Jersey Avenue, presumably the most "high style" street in terms of quality of housing, are a curious mix of sandstone and granite (see *Photo 13*). The single wall facing Brunswick St. is coursed brown sandstone. Above the "shelf," tooled brown sandstone predominates. Oddly, an effort has been made at the Monmouth and Coles Street crossings, hardly "high style" streets; to continue the granitic ashlar above the shelf near the upper corners of the embankment where visible beyond the bridge (see *Photo 6*). The "shelf" that supported the Erie St. bridge is either composed of, or covered with concrete (see *Photo 22*). Some minor patching of masonry previously in touch with bridging is evident, especially on Coles St. As a rule, where the

harder granitic ashlar is employed, it is continued around exterior corners (see *Photo 7*). The edges of the ashlar forming the corners are rebated, forming a sharp, classical "arris" (see *Photo 8*).

The Grove St. (today Manila Ave.) abutment of the easternmost segment is similar in design to the other five. Its southern sandstone retaining wall continues for approximately 80 feet, at which point it is intersected by a short, perpendicular sandstone wall that steps down, ziggurat style, to the ground (see *Photo 28*). This short wall is the retaining wall of the end of the earthen berm that continues to the Henderson St. (today Marin Blvd.) sandstone abutment. At the point where the retaining walls intersect the embankment bends slightly to the southeast. The grass and shrub covered berm appears stable on this flank. The embankment's inflection repeats that of the earlier two-track freightway. This slight bend was probably introduced to avoid prior existing housing on the east side of Henderson St., as well as an "ink factory" on Sixth St. east of Henderson. The bend also delivered trains closer to the center of the Harsimus Yards.

The northern retaining wall of this eastern segment also continues for approximately 80 ft.; it then ceases to be covered by coping stone (see *Photo 29*). The sandstone wall gradually lowers as it runs parallel to Sixth St.; the sandstone appears to be displaced by lateral earth and water pressure. Finally, the sandstone is replaced by short segments of railroad ties, Belgian block, stucco covered Belgian block and concrete, all seemingly of recent construction. At one point it appears that trucks have been driven up an eroded section of the berm. The 1908 Hopkins *Atlas* (see *Illustration 7B*) indicates that this section of the embankment was also berm, without retaining wall, and that it too bent towards the southeast. This is confirmed by the location and configuration of the Henderson St. abutment, which is clearly not constructed to interlock with a retaining wall. The narrow right triangle of land north of the berm running along Sixth St. was, according to the 1908 *Atlas*, covered with two sheds or outbuildings, suggesting that the confused pile of earth and masonry parallel to Sixth St. is the product of a later disturbance. Today, this narrow triangle is listed by the local Tax Assessor as "Class 2 Railroad Property," distinguishing it from the "Class 1" property of the Harsimus Branch Main Stem. Conversely, the Sanborn Co. 1906 basemap indicates that a "three foot high stone retaining wall" continued parallel to Sixth St. all the way to Henderson St.. The Sanborn does not indicate any outbuildings at the corner of Sixth and Henderson, nor does the 1928 Hopkins *Atlas* show any such buildings. It might be supposed that, because the Pennsylvania owned sufficient land on this block, it did not need to go the great expense of the masonry retaining wall to construct its seven-track embankment. It had the land to allow the earth to assume the angle of repose, removing the need for the retaining wall.

Had the same approach been taken in the other blocks, the bermed earth would have severely reduced the number of tracks fitting on the structure.

With the exception of the aforementioned section of non-original and disturbed material, the masonry of the entire embankment is in remarkably sound condition. None appears to have ever been parged. The sandstone exhibits some areas of spalling, but this certainly does not threaten structural integrity. Some cracks due to differential settlement are also detectable, especially near the Monmouth St. abutments. One large block of sandstone was apparently displaced during the recent bridge removal at Jersey Ave. and Sixth St. It sits on the ground.

All tracks and ties have been removed from all segments of the embankment, as have any vestiges of signaling, switching or watering systems. Regularly spaced metal flats remain attached to the upper surface of the coping along much of the northern retaining wall. Tall grasses and the quicker growing sorts of shrubs and trees have spread over much of the fill. All plate girder bridges have very recently been removed, chain link fencing has been attached to the coping at north-south cross-streets. There is some evidence that the bridges were strengthened or replaced soon after initial construction (*Jersey Journal, Want the P.R.R. to Remove Shoring*, Oct 15, 1913), so that the removed bridges, while, quite old, were not original. The problematic 1906 Sanborn indicates a square brick building for "yard men" set upon the embankment at the corner of Brunswick St. and Sixth St. Neither the 1908 nor the 1928 Hopkins *Atlas* shows any such building. The 1906 Sanborn also indicates a seven-track bridge at Henderson to the Harsimus Yards; the Hopkins *Atlases* depict five tracks.

With the exception of the aforementioned removals and disturbances, the Harsimus Branch Embankment is very much as built almost one hundred years ago. It appears to have satisfied the Pennsylvania Railroad's stated program of enduring, low maintenance civil engineering. It clearly possesses integrity of **location, design, materials and workmanship**. The adjacent residential **setting**, broadly contemporary with its period of significance, is remarkably intact, providing a rare surviving **feeling** of the intimate **association** between the railroads and daily life in Railroad Age Jersey City. The precipitate elimination of much of the related railroad landscape and architecture does make the Embankment initially more difficult to interpret as a component of a rail system. Conversely, its rarity as survivor makes it especially deserving of protection.