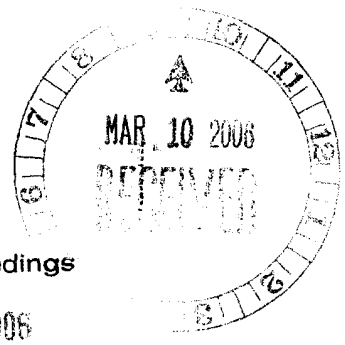
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(206) 546-1936
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215969



9 March 2006
BY EXPRESS SERVICE

ENTERED
Office of Proceedings

MAR 10 2006

Part of
Public Record

Hon. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

Re: City of Jersey City, et al. --
Petition for a Declaratory Order,
F.D. 34818

Filing of Opening Statement, due 10 March

Dear Mr. Williams:

Enclosed for filing please find the original and ten (10) copies of an Opening Statement, tendered for filing on behalf of City of Jersey City, Rails to Trails Conservancy, the PRR Harsimus Stem Embankment Preservation Coalition, and New Jersey State Assemblyman Manzo. The filing consists of the Opening Statement itself and two (2) volumes of appendixes (I-XIV in volume one, XV-XVI in volume two).

I am also enclosing the original of the Stephen Marks Verified Statement, a fax of which was used in preparing the appendices due to time constraints.

A certificate of service is attached to the Opening Statement.

Thank you for your assistance in this filing.

Very truly,

Charles H. Montange
for petitioners
City of Jersey City,
Rails to Trails Conservancy,
Embankment Preservation Coalition,
and NJ State Assemblyman Manzo

Encls. (3 docs: 1 orig and 10 copies each; plus one original of Marks V.S.)

cc. Robert Jenkins, Esq. for Conrail (w/encls.)
Carmine Alampi, Esq. for SLH Properties (w/encls.)
Fritz Kahn, Esq. for SLH Properties (w/o encls.)

City of Jersey City (Mr. Curley, Ms. Monahan)
Rails to Trails Conservancy (Ms. Ferster)
Preservation Coalition (Ms. Crowley)
Assemblyman Manzo (all w/encls.)

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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 NJ State Assemblyman Louis M. Manzo,petitioners --
Petition for a Declaratory Order

ENTERED
Office of Proceedings
MAR 10 2006
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Public Record

VERIFIED STATEMENT OF
STEPHEN MARKS

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

1. I, Stephen Marks, am the Division Chief of the Hudson County Division of Planning. I am a certified planner and member of the American Institute of Certified Planners (AICP). I am also licensed as a "Professional Planner" by the State of New Jersey.

2. The Hudson County Board of Chosen Freeholders, as the governing body of the County of Hudson, duly adopted the Hudson County Open Space, Recreation and Historic Preservation Plan by way of resolution no. 118-3-2005, on March 24, 2005.

3. The Embankment property is identified in the Hudson County

Open Space, Recreation and Historic Preservation Plan as one of 16 acquisition priorities for the County. Its acquisition by the City of Jersey City and development as a linear park and greenway with light rail potential is wholly consistent with Hudson County's goals.

4. The Hudson County Board of Chosen Freeholders, as the governing body of the County of Hudson, endorsed the East Coast Greenway Northern New Jersey Route Location Study by way of resolution no. 257-6-2004 on June 2004.

5. The East Coast Greenway Northern New Jersey Route Location Study identified the Embankment as part of the proposed route through Hudson County. The East Coast Greenway is a national initiative, recognized by Congress, to create an urban trail from Maine to Florida, through 24 U.S. cities.

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 3/7/06.

Stephen D. Marks

215969



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

OPENING STATEMENT
of
PETITIONERS CITY OF JERSEY CITY,
RAILS TO TRAILS CONSERVANCY
PENNSYLVANIA RAILROAD HARSIMUS STEM
EMBANKMENT PRESERVATION COALITION, and
NEW JERSEY STATE ASSEMBLYMAN LOUIS M. MANZO

Office of Proceedings ENTERED
MAR 10 2006
Part of Public Record

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

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Of counsel for
Rails to Trails Conservancy

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

Due: 10 March 2006

TABLE OF CONTENTS

Introduction 1

STATEMENT OF FACTS 2

1. Conrail's classification of the Harsimus Branch as "spur track" 4

2. Use of the Harsimus Branch immediately prior to "spur decision made by Law Department" 4

3. Bridge removal and Conrail communications to the City bearing on regulatory status 6

4. Suitability for public use 11

5. United Sates Railway Association involvement 14

6. Additional "line of railroad" evidence 18

7. Valuation section maps 19

8. Summary 21

ARGUMENT 22

A. A Railroad May Not Engage in De Facto Abandonment of Branch Lines 22

B. Conrail's Arguments, like Those of the Developer, Are Unavailing 24

1. USRA 25

2. Shift in use 28

3. Conrail/developer claims in the nature of waiver 32

4. Conrail and developer claims that the Branch is not suitable for public use 38

5. Conrail's suggestion that it will not consent to railbanking is irrelevant 41

6. Historic significance 44

Conclusion 45

Cert. of Service 48

APPENDICES
(references are to separate Appendix Volumes)

Volume One

I -- Documents produced by Conrail (shipper data, misc.)

II -- Excerpts from Jersey City Engineering Department bridge file

III -- Letters showing support for acquisition circa 2003, and Letter, Mayor Cunningham to Conrail, 2003

IV -- East Coast Greenway, Northern New Jersey Route Location Study, Executive Summary, May 2004

V -- Verified Statement of Elizabeth Brody (East Coast Greenway Alliance)

VI -- Verified Statement of Stephen Marks (Hudson County)

VII -- Verified Statement of Greg Corrado (City of Jersey City)

VIII -- Excerpts from Final System Plan (from STB microfiche)

IX -- 1976, 1977 and 1980 Conrail Track Chart excerpts; 1965 Pennsylvania Railroad Track Chart excerpts

X -- Pennsylvania Railroad, Record of Transportation Lines (1942) (excerpts)

XI -- Pennsylvania Railroad, Record of Transportation Lines (1954) (excerpts)

XII -- Pennsylvania Railroad, freight connections, circa 1944

XIII -- Man o' War timetable, 1955, Chicago to Harsimus Cove

XIV -- "Traffic a Nightmare" from NY Times, Jan. 8, 2006.

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XV -- Verified Statement of John J. Curley (attaching City's title commitment)

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City of Jersey City,
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Petition for a Declaratory Order

OPENING STATEMENT
of
PETITIONERS CITY OF JERSEY CITY,
RAILS TO TRAILS CONSERVANCY
PENNSYLVANIA RAILROAD HARSIMUS STEM
EMBANKMENT PRESERVATION COALITION, and
NEW JERSEY STATE ASSEMBLYMAN LOUIS M. MANZO

Introduction

In response to a Petition for a Declaratory Order filed on behalf of 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" or "petitioners"), this Board by decision served February 8 initiated a proceeding to determine 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] This is petitioners' Opening Statement, as provided in this Board's February 8 decision.

STATEMENT OF FACTS

Historically, the "Harsimus Branch" extended from the Hudson River in Jersey City to Waldo Avenue (a distance of approximately 1.34 miles) and not only served local industry, but was the freight mainline for the Pennsylvania Railroad into its docks at Harsimus Cove. It remained in such use when the Pennsylvania Railroad became part of Penn Central. This historic use is established by the Verified Statements, exhibits, cases (all the way to the United States Supreme Court), and arguments presented in the original Petition in this proceeding, hereby incorporated herein. Neither Conrail nor SLH Properties ("the developer") contested these facts in their Replies to the original Petition, so we will not belabor the point.[2]

Based on Conrail's response to discovery requests tendered

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[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 contained in Appendix IX, and in Exhibit A to original Petition). 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). A photographic map depicting the rail corridor in question was annexed to the original Petition as Exhibit B.

[2] Should Conrail or the developer seek to contest these facts, City et al reserves the right to provide further evidence in support of the historical reality.

by City,[3] two facts are clear: (1) Conrail never obtained abandonment authority for the Harsimus Branch, and (2) Conrail's rationale for failing to obtain abandonment authority for the Harsimus Branch is that the Harsimus Branch was a "spur track" not subject to this Board's regulation, nor that of ICC, this Board's predecessor. These facts are expressly underscored in an email dated July 11, 2005, from Conrail's attorney Fiorilla conveying information to Carmine Alampi, who serves as counsel for the developer. In the email, which was just prior to the developer's purchase of the property, Mr. Fiorilla states that "after consultation with [his] client [Conrail]," he wished to advise Mr. Alampi, among other things, that

> "[t]he properties abandoned constituted 'spur tracks' over which STB and previously ICC had no authority pursuant to 49 USC 10906. Therefore no formal abandonment of the property was ever filed. ...."[4]

According to Conrail, Mr. Fiorilla also wrote to the developer's attorney on October 4, 2005 advising that Conrail took the position that the line was spur track for which STB (or ICC) abandonment authority was not required. See Letter, JK Fiorilla to CR Alampi, Oct. 4, 2005, in Appendix I.[5]

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[3] Developer produced essentially no responsive documents in discovery, other than a map discussed infra.

[4] Email, JK Fiorilla to Bridget McLaughlin, July 11, 2005 (first document in Appendix I).

[5] Assemblyman Manzo (one of the petitioners in this proceeding) has inquired of the New Jersey State Department of Transportation whether they have received notice of an

1. Conrail's classification of the Harsimus Branch as "spur track." According to Conrail's discovery response, Conrail's law department unilaterally reclassified the Harsimus Branch as "spur track" on April 14, 1994. According to a spread sheet, Mr. J.R. Beard evidently requested the reclassification on February 2, 1994. See Appendix I, two-page document entitled "Spur Decisions Made by Law Department."[6]

2. Use of the Harsimus Branch immediately prior to "spur decision made by Law Department." Employing this Board's discovery procedures, City requested shipper data from Conrail for the Branch. According to Conrail, shipper data to the extent it still exists in company files is restricted to a few documents from the 1980's, and otherwise old computer tapes which, if readable at all, are only readable with difficulty. There is insufficient time in this proceeding to determine if the old computer tapes can be read, but since there does not seem to be any dispute that the Harsimus Branch was Pennsylvania Railroad's mainline for freight, that should not be necessary. We will explore what Conrail's own documents have to say about the twilight of the Branch. In the documents furnished by

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abandonment relating to the Branch, and was informed in a letter dated March 1, 2006, that the Department was required to received such notices, but had not. Conrail's failure to notify is of course consistent with its representations that it has neither sought nor obtained abandonment authorization.

[6] According to the table, the determination was made by "JJP." Conrail furnished a privilege log showing one claim of privilege: JJ. Paylor to J.R. Beard, April 14, 1994. Upon inquiry of counsel, Mr. Paylor was identified by Conrail's counsel as an attorney for Conrail, and Mr. Beard was a manager.

Conrail, Conrail by 1985 was referring to the portion of the Harsimus Branch involved in this proceeding as a part of the "Passaic and Harsimus Branch and Hudson Street Track." This nomenclature appears to encompass everything on the old Harsimus Branch down to the Cove and then south along the waterfront to the former location of the Colgate Palmolive plant on Hudson Street. According to a Conrail document dated January 17, 1985, during the twelve month period ending 9/84, there were seven customers on the Branch, with 3,204 carloadings per year. Evidently two (Chicago Shippers and Elk Warehouse with a combined total of 1767 carloadings) intended to relocate.[7] The January 17, 1985 document is followed by a January 28, 1985 memorandum working out the "economics" for the remaining traffic. The memorandum indicates that Colgate Palmolive had also announced plans "to cease operations at this Jersey City plant within three years." The memorandum suggests diversion of most Colgate traffic to Conrail's flexi-flo operation, with other diversion of the remainder to truck.[8] A January 15, 1988 Conrail memorandum entitled "Line Screening Summaries: New Jersey" notes that traffic declined in 1986 to 637 carloadings per year, with Colgate expected to close, reducing carloadings to about 100 per year. (Evidently Conrail was successful in diverting Colgate traffic into flexi-flo and to trucks.) The

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[7] Appendix I, document labeled Hudson Street Track and dated 1/17/85.

[8] Appendix I, JF Folk to RB Hasselman, Jan. 28, 1985, at p.2.

January 15, 1988 document goes on to state that "[t]his suggests that an expedited abandonment may be possible if the remaining active customer(s) discontinue rail service or relocate." A spreadsheet attached to the document indicates that shipments had gone from 2356 carloads per year in calendar 1983 to 637 in 1986.[9] All these documents are set forth in Appendix I; as indicated, Conrail stated in its discovery response that, other than on outdated computer tapes, it has no further shipper data.

Jersey City's Engineering Department records indicate that Conrail allowed the bridges on the line to deteriorate such that they posed a safety hazard by the late 1980's and early 1990's to people and vehicles on the streets beneath. According to Jersey City Engineering Department files (relevant excerpts in Appendix II), Conrail's last customer on the Harsimus Branch was gone by 1992. However, Conrail apparently used the line to turn trains pending completion of construction of the Marion Junction. When that project was completed (apparently on April 13, 1994), National Bulk Carriers (an adjacent redeveloper) removed the Henderson Street bridge (at MP 1.3),[10] and Conrail took out the switch at Waldo (MP 2.54) to the Harsimus Branch.[11]

3. Bridge removal and Conrail communications to the City

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[9] Appendix I, Memorandum entitled Line Screening Summaries -- New Jersey, JW Dietz to JF Tetak, Jan. 15, 1988, and spreadsheet entitled Conrail Line Screening Summaries, dated 1-14-1988.

[10] See Memo, John Mucha (Jersey City Engineering) to Mike Regan (Building Code officer), July 15, 1994 (Appendix II).

[11] See photos dated July 24, 1994 (Appendix II).

bearing on regulatory status. The only discussion of the regulatory status of the Branch at the time which Jersey City has identified in its files relates to removal of bridges on the Embankment. By the early 1990's, the bridges linking portions of the Embankment were in decaying shape, with pieces falling off onto the streets (and in at least one instance striking a vehicle traveling thereon). In addition, the Henderson Street bridge evidently was so low that trucks were running into its undergirders. Conrail did not dispute that the situation presented a safety hazard.

Some time around 14 February 1992, Conrail evidently informed the City that it planned to abandon the line when work on the Marion Junction was completed.[12] According to a memo dated March 29, 1994, from John Mucha in Jersey City's Engineering Department to Jerry Nissen and Abdus Sati, Mr. Mucha had a telephone conference on March 29, 1994 with Jim McLaughlin of Conrail. The memo states that the representative of Conrail indicated as follows:

"once the connection [Marion Junction] is made, Conrail will

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[12] Memo, Tom Golodik to Councilman Jaime Vazquez, 14 Feb. 1992 (Appendix II).

By letter on the same date, Conrail stated that it had "abandoned the line of railroad south of First Street in Jersey City." Letter, RJ Conway (Conrail) to Mark Munley (Jersey City), 14 Feb. 1992. First Street is six blocks south of the Embankment area, so this letter would have referred to a portion of the Harsimus Branch extending south out of the old rail yard (probably that referred to in Conrail's 1982 track chart as the Hudson Street trackage), and not the portion at issue in this proceeding. It is, however, noteworthy that Conrail referred to the Harsimus Branch as a "line of railroad."

seek to abandon service on the 6th St. viaduct according to ICC rules. If it is a main line abandonment, it must be reviewed and approved by ICC. If it is a stub or branch line abandonment, it doesn't need approval. Right now Conrail is assuming it is a branch line abandonment and are expecting a ruling by their law dept. shortly. If it is a branch line, then it will be abandoned immediately, retired and sold."

The memo's recordation of Conrail's purported intentions of course may not be accurate, and in all events is confusing. Since branch lines may not be abandoned without ICC (now STB) authorization, the memorandum suggests that the Conrail representative either did not understand the law (or was not understood by Mr. Mucha) in respect to the sentence suggesting branch line abandonment does not need ICC approval. On the other hand, the memorandum does say that Conrail assumes the line is a branch line, and under the law that sentence and the remainder of the quoted language suggest that Conrail would be seeking abandonment authority, but planned to act promptly. The only clear conclusion from the memorandum is that Conrail communicated that it did not yet know what it was going to do in terms of obtaining authority from ICC for abandonment.

The memorandum also indicates that Conrail had put bridge removal out for bid, presumably due to the safety hazards involved, and was treating bridge removal on the soon to be unused Harsimus Branch as an issue separate from abandonment jurisdiction. In other words, Conrail had decoupled the issue

of bridge removal from abandonment authority.[13]

The Engineering Department file subsequently indicates that the Marion Junction connection was in fact made on April 13, 1994.[14] The file further indicates that on June 13, 1994, Conrail informed the Engineering Department that the railroad had put "the demolition project for the 6th St. Bridges ... out to bid," and that bids were to be received on Friday, June 24, 1994. Even more important, the memorandum states that "[a]t that time, Conrail will file an IFE? to retire the track ...."

The term "IFE?" makes sense only if understood to refer to "ICC." So understood, it suggests that Conrail in fact informed the City's Engineering Department on June 24, 1994, that the railroad planned to file an ICC action of some sort to abandon the line.

The City has thus far unearthed no record that Conrail ever informed the City that it had elected not to file an ICC action to retire the track, or that it had unilaterally reclassified

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[13] It is unquestionably risky for a railroad (or any third party) to remove a rail bridge prior to an effective rail abandonment authorization, because should the old ICC (or this Board) deny abandonment authority (or order a transfer under the "offer of financial assistance" statute, now codified at 49 U.S.C. § 10904), the railroad (or third party) may have to expend a substantial sum to restore the bridge. However, the portion of the Jersey City waterfront at issue here by the early 1990's was being redeveloped, industry was moving out, and Conrail foresaw no freight rail need for the line. Railroads in such circumstances allow or engage in infrastructure removal because they assume that abandonment authorization will be granted.

[14] Memo, John Mucha (Jersey City Engineering) to File, April 14, 1994 (Appendix II).

the line as a spur, nor has Conrail or SLH Properties produced such a document in response to discovery requests.

The Engineering Department files indicate, however, that Conrail claimed to run out of money to remove the bridges. National Bulk Carriers, which owned and intended to redevelop the property east of Henderson (Luis Munoz Marin Blvd), received a quitclaim deed from Conrail extinguishing an easement retained by Conrail for rail service across the portion of Harsimus Yard which Conrail previously had sold to Carriers between MP 1.3 (Henderson) and the Cove (MP 1).[15] With the support of the City, National Bulk Carriers itself contracted to remove the bridge over Henderson Street sometime around July 16, 1994. See Memo, John Mucha (Jersey City Engineering) to Mike Regan (Building Code officer), July 15, 1994 (Appendix II). Essentially contemporaneously therewith, Conrail removed the switch to the Harsimus Branch at Waldo. See photos dated July 24, 1994 (appendix II). Due to lack of funding, Conrail evidently postponed removal of the remaining bridges and viaducts until 1995/96. In 1995, there was an exchange of letters between the City Engineering Department and Conrail which referred to the "abandoned Harsimus Cove Branch" in connection with schedules for bridge removal. However, there is

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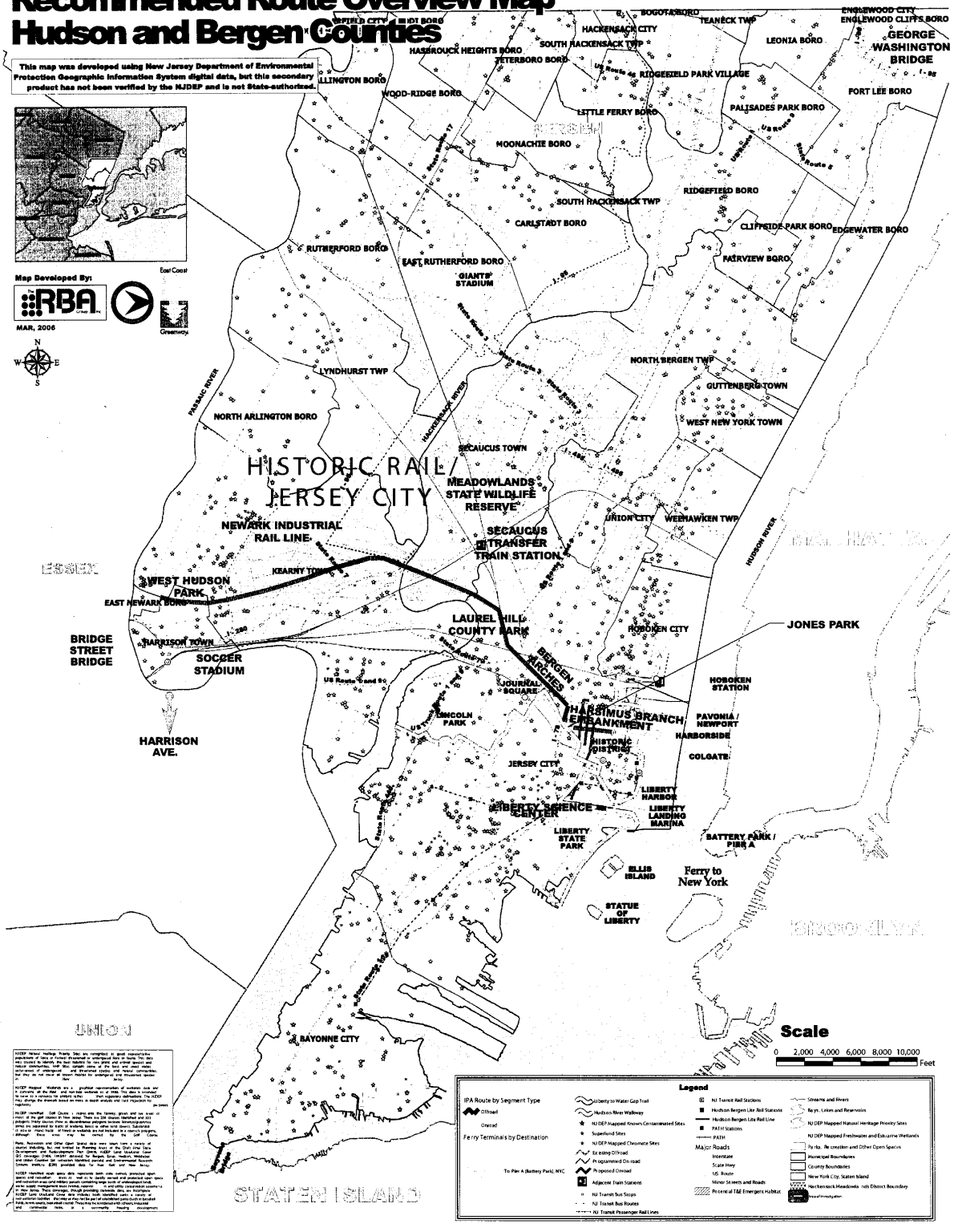
[15] The National Bulk Carriers project manager has reiterated numerous times to the City's legal representatives that he always believed Conrail obtained an abandonment authorization for the Harsimus Cove portion of the Harsimus Branch (i.e., MP 1.3 to end of line at MP 1.0). City's legal counsel had assumed until this proceeding that Conrail had obtained such an authorization.

no indication that the term so used implied anything about legal authorization.

4. Suitability for public use. The City Engineering Department during the early 1990's viewed the deteriorated bridges and unmaintained Embankment as an eyesore. Initial consideration of what to do with the Embankment focussed on private development opportunities (petitioners believe these proposals all involved at least some park use and memorialization of the historic nature of the Branch), or possible freeway use. However, by the late 1990's state and federal officials as well as historic preservation organizations and local citizens' groups recognized the historical significance of the entire Harsimus Embankment. By early 2003, the relevant members of the New Jersey congressional delegation, as well as other political leaders and private non-profits expressed support to Conrail for preservation options, and were working to identify funding. Examples of some of these letters are set forth in Appendix III. In addition, hundreds of local residents signed petitions favoring acquisition for open space and trail purposes (these petitions have been furnished Conrail and SLH Properties and are available upon request). In October, 2003, Jersey City Mayor Cunningham wrote Conrail seeking to negotiate preservation of the Embankment (also set forth in Appendix III).

The Harsimus Embankment is important for reasons well beyond local Jersey City needs. The East Coast Greenway was

East Coast Greenway, Northern NJ Route Location Study
Recommended Route Overview Map
Hudson and Bergen Counties



originally conceived as an off-road trail for bicyclists and pedestrians linking Washington, D.C. to New York City. By 2003, the Greenway had expanded to envision a kind of urban "Appalachian Trail" from Maine to Florida. The route for the East Coast Greenway traverses northern New Jersey from Philadelphia to Jersey City, with major components along historic old canal towpaths and historic but currently unused railroad rights of way. The projected route through Jersey City includes the old (unused) rail corridors through the Bergen Arches and on the Harsimus Branch.[16] See Map, next page. The East Coast Greenway has received unanimous support in New Jersey. "All 27 municipalities and six counties traversed by the East Coast Greenway in New Jersey have passed resolutions of support endorsing the route." Verified Statement of Elizabeth Brody, ¶ 10 (Appendix V). Preservation of the Harsimus Branch is an integral part of the East Coast Greenway project: it is the means by which the trail will obtain access to the Hudson River and New York City. "The Harsimus Branch segment is not only essential to the East Coast Greenway route in New Jersey but will also provide users with unparalleled access to two National Historic Districts and the landmarks they contain." Id. ¶ 9. The East Coast Greenway route location embodying the Harsimus Branch was indorsed by the Hudson County Board of

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[16] The East Coast Greenway (ECG) in New Jersey runs between Philadelphia and New York, passing through Trenton, Princeton, New Brunswick, Newark and Jersey City. See Appendix IV (ECG, Northern New Jersey Route Location Study, Executive Summary, May 2004).

Chosen Freeholders (the county commissioners) in June 2004. See Verified Statement of Stephen Marks ¶¶ 4-5, Appendix VI. Hudson County's Open Space, Recreation and Historic Preservation Plan identifies the Harsimus Embankment as "one of 16 acquisition priorities for the County." Id. ¶ 3 [and attached Open Space plan excerpt, p. 170 (item 3)].

In recognition of the many benefits associated with preserving the Embankment, the New Jersey congressional delegation arranged for a $1.6 million appropriation earmark for the acquisition in the transportation appropriation legislation for 2005. H.R. Conf. Rpt. 109-203 (on H.R. 3), 109th Cong., 1st Sess. at p. 258 (project no. 3560), attached in Appendix VII. In addition, the New Jersey Department of Environmental Protection approved two Green Acres matching grants of $800,000 each in 2004 and 2005 for acquisition of the Embankment, to improve and expand recreational opportunities in the State, to preserve open space, and to improve quality of life. See Letter, Commissioner Campbell to Acting Mayor Smith, Aug. 12, 2004, in Appendix VII; V.S. of Greg Corrado (Jersey City), ¶ 5 (Appendix VII). Jersey City has also received commitments of $500,000 from the NY/NJ Baykeeper organization, and $1,000,000 from the New Jersey Meadowlands Commission, as well as committed more than $1,500,000 from its Capital Improvement Fund and Open Space Fund. Id. ¶5. There are two points to emphasize from these facts: (1) the City has the funds to acquire the property at the price Conrail sold it to the developer, and (2) the

sources of funding show broad federal, state and local support for the project as well as recognition of its importance.

Jersey City is required by law to attempt to negotiate the potential purchase of property prior to initiation of condemnation proceedings; moreover, the City must allow the party whose property it wishes to buy to accompany the City's appraiser in an inspection of the property. See V.S. of John Curley ¶ 3 (Appendix XV). In compliance with law, City sought to arrange an inspection of the property with Conrail in the presence of the City's appraiser. The railroad denied entry for this purpose on the ground that it was moving its offices (Curley V.S. ¶ 3-¶5), and while the City waited for the inspection, the railroad sold the property to the developer. Id.

5. United States Railway Association involvement. In its Reply, SLH Properties (the developer) seems to make a quasi-factual argument that the United States Railway Association (USRA) in its Final System Plan (FSP) did not provide for the conveyance of the Harsimus Branch to Conrail as a "line of railroad" in respect to the property at issue in this proceeding, or that Conrail somehow could elect to treat the Branch as something other than "line of railroad." The developer's contention has no basis in fact (or law).

USRA's FSP provides that the Harsimus Branch, mileposts 1 to 7, line code 1420, is to be conveyed to Conrail as a "line." FSP, vol. I, p. 272. "Line" as used at FSP p. 272 means "line

of railroad." See id. p. 241. (Relevant excerpts of the FSP are attached as Appendix VIII.[17]) Line code 1420 refers to line code 1420 on the Penn Central. FSP at p. 241 and n. 49.

Mr. Curley is an attorney licensed to practice law in the State of New Jersey, and specializes in real estate and eminent domain law. He routinely construes deeds. He has reviewed the relevant deed issued to Conrail by the trustee of the bankrupt United New Jersey Railroad and Canal Company. That deed termed the Harsimus Branch a "line of railroad" and expressly referred to the Branch as "line code 1420." See deed annexed to title commitment attached to Verified Statement of John J. Curley, Appendix XV.[18] Mr. Curley has determined that this "line of railroad" deed for "line code 1420" legally describes the same property as that conveyed to SLH Properties, and as embodied in 1980 Conrail track chart for the Harsimus Branch. Curley V.S. ¶¶ 6-8, Appendix XV. He gives his opinion on the basis of the documents that "the parcels of land conveyed by Conrail to the developer are part of the Harsimus Branch whose title was

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[17] The only publicly available copy of the FSP which petitioners have identified was located by Rails to Trails Conservancy on microfiche at the STB. We believe Conrail and SLH Properties have better copies but they have declined to make them available. Our appendix thus employs the rather difficult to reproduce version of the FSP available through this agency.

[18] Mr. Curley's verified statement sets forth the relevant deed to Conrail as provided by the title company which was retained to provide a title report for the City. This version of the deed omits various exhibits or appendices to the deed not germane to the Sixth Street Embankment. The deed is otherwise identical to that furnished by Conrail to the City in response to City's discovery requests.

derived through the Fairfax Leary Deed as a line of railroad." Id. ¶ 9. In the circumstances, Conrail obtained this property the same way it obtained all its other main and branch lines, most of which now belong to NS and CSX (due to subsequent transactions), and remain under STB abandonment jurisdiction.

The relevant track charts all show the Harsimus Branch MP 1.0 to 7.0 to include the property west of Henderson Street (now Luis Munoz Marin Blvd), at issue in this proceeding. For example, the 1980 Conrail track chart indicates that Waldo is MP 2.54 and Henderson Street is MP 1.3. See 1980 Chart in Appendix IX, also set forth in Exhibit A to the original Petition. In response to City's discovery request, Conrail furnished 1976 and 1977 track charts, and both are essentially identical to the 1980 track chart. See Appendix IX, 1976 and 1977 track chart excerpts. The Pennsylvania Railroad New York Division track chart for 1965 similarly shows Waldo at MP. 2.54 and Henderson Street at MP 1.3 for the Harsimus Branch. Appendix IX, 1965 track chart.

In response to discovery, Conrail provided its line code 1420 deed. That deed is identical in pertinent part to the deed attached to the title commitment in Appendix XV, as discussed in the Curley Verified Statement, also in Appendix XV. That deed encompasses the property at issue in this proceeding. The Conrail furnished deed was produced in association with several maps. Read in connection with the deed, nothing in the maps or the deed indicate that the Harsimus Branch as involved here was

conveyed to Conrail as anything other than a line of railroad. See Appendix XVI (Conrail furnished deed and maps).

In short, "line code 1420" as used in the USRA FSP was the Harsimus Branch, defined to encompass all the property at issue in this proceeding, plus additional properties. The property in question was all conveyed to Conrail as a "line of railroad."

Nothing in the FSP authorizes Conrail to reclassify the line either then or at some later date as something other than a "line of railroad."

In City's discovery request, City requested all track charts for the property in question. Conrail responded that it had no track charts of prior railroads, and otherwise supplied only excerpts from the 1976 and 1977 Track Charts already discussed, and from track charts dated 1982 and thereafter. The only portions of the 1982 Track Chart germane here indicate that Conrail had renamed the Harsimus Branch to be the "Passaic and Harsimus Branch."[19] Conrail appears sometime after 1980 to have redesignated Waldo as MP 0 on the "Passaic and Harsimus Branch," and the line down to the Cove from Waldo as "negative" mileage. Notwithstanding this change in milepost numbering from the historic designations in prior track charts, the map contained in the excerpts from the 1982 Chart furnished by Conrail shows substantial trackage in what historically has been the Harsimus

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[19] According to prior track charts, the Passaic Branch interconnected with the Harsimus Branch at "Kearny." See, e.g., 1976 Conrail Track Chart (second and third pages of excerpt describing line codes 1420 and 1421).

Branch, but which Conrail by then referred to as the Passaic and Harsimus Branch and Hudson Street Trackage. The relevant rail property does not appear to be included in the excerpts of track charts which Conrail furnished for years after 1994.

6. Additional "line of railroad" evidence. Pennsylvania Railroad from time to time published a Record of Transportation Lines. The Record purports to describe what the Pennsylvania Railroad acknowledged to be its "lines" as opposed to spurs and sidings (which were separately noted in association with the lines to which they were appurtenant). The Record for the year ending December 31, 1942, expressly lists the Harsimus Branch in its index of "Branches" at p. 5, and twice describes the Branch. The first description, at p. 17, speaks of it as 1.47 miles long from a junction with the Main Line at Waldo Avenue, terminating on the Hudson River in Harsimus Cove. The second description is at page 88, where electrified mileage is set forth. The entire Branch was electrified, as well as much side track and yard track associated with it. See Appendix X.

The Record for 1954 similarly lists the Harsimus as a named Branch in the index (p.5), and describes it similarly to the 1942 Record. See 1954 Record at p. 17. Again, the entire Branch is electrified. See 1954 Record at 76 (excerpts provided in Appendix XI).

The fact that the Branch was electrified, as were over 10 miles of company sidings associated with it, confirms that it was indeed a "line of railroad" and not some minor spur or lead.

The Pennsylvania Railroad provided freight connections with the Brooklyn East District Terminal RR and the New York, New Haven & Hartford RR, via float, at Harsimus Cove. See Appendix XII. Again, interconnection indicates rail line, not a mere spur or industry track or siding. Moreover, timetables showing the Harsimus Cove as the end station on through trains from Chicago are available over the internet. See Appendix XIII.

7. Valuation section maps. In his Reply, the developer indicates an intent to rely on an old valuation section map for the United NJRR&C. The developer evidently believes this chart supports his position that the portion of the Harsimus Branch that we have termed MP 1.3 (Luis Munoz) to MP 2.54 (Waldo) is really between MP 0 and approximately MP 1.0. The only thing close to a valuation section map which the developer supplied in discovery appears to be a map based on a valuation section map, but "revised" to 1955, with subsequent handwritten inscriptions, including milepost representations, subsequent to the purported sale of the property to the developer. The map is not a valuation section map because it does not contain the table showing original granting title instruments and lacks other features of an original val map. At the time railroad lines in this country were being valued (circa World War I), the Harsimus Branch was a key line for freight for the Pennsylvania Railroad to New York City. SLH Properties' reliance on a modified valuation map to prove the contrary amounts to claiming a duck is not a duck because in another country it is called a canard.

Any valuation section map must be wholly consistent with the regulated status of the Harsimus Branch. Assuming arguendo developer's map can be authenticated somehow and is admissible evidence, it necessarily fails to demonstrate that the Harsimus Branch is something other than a "line of railroad."

Evidently the developer believes that something on the map shows mileposts which differ from the MP 1.0 to MP 7.0 used in the extant track charts from at least 1965 to at least 1980 to describe the Harsimus Branch, line code 1420. But as USRA points out in its FSP at p. 241,

> "valuation maps generally reflect historical designations which were made when the lines were built. Through the years, portions of lines have been relocated, and mileposts on some lines have been renumbered. Milepost designations contained in the track charts do not always correlate with the valuation maps...."

Accordingly, the USRA designations of mileposts "are not always precise and, therefore, milepost designations ... are necessarily approximate."[20] In short, an historical val map milepost designation does not control what is conveyed by the USRA line code designations and the subsequent deeds by the various Trustees to Conrail.

In response to City's discovery requests, Conrail supplied City with what appear to be maps also based on earlier valuation

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[20] In any event, the copy of the valuation section map for the United NJRR&C Harsimus Branch that City's counsel obtained only contains engineering stations, not milepost designations.

section maps. The maps furnished to petitioners by Conrail for the historic Harsimus Branch do not appear to contain milepost designations.

The 1942 and 1954 Record of Lines publications of the Pennsylvania Railroad indicate that the Pennsylvania Railroad viewed the Harsimus Branch during that interval as encompassing the line from Waldo to the Hudson River. It is possible that maps, including valuation section maps, exist which have mileposts corresponding to a line of that length, which in turn might have different milepost designations than the line code 1420 designations at the time of USRA. However, the evidence shows that line code 1420 as used by the Pennsylvania and then Conrail during the relevant time interval (i.e., the 1960's through the 1970's during which the property was transferred to Conrail), as applied to the Harsimus Branch, are those mileposts set forth in the 1965, 1976, 1977, and 1980 track charts. These are all contained in Appendix IX. In all those track charts, the line at issue here is MP 1.3 to MP 2.54.

8. Summary. The Harsimus Branch historically was unquestionably part of the freight main line of the Pennsylvania Railroad, supporting through trains from Chicago and other midwestern destinations all the way to Harsimus Cove. The Harsimus Branch, line code 1420, per the relevant deed and title report set forth in Mr. Curley's verified statement, and all the relevant track charts for line code 1420, indicate that the portion of the Harsimus Branch at issue in this proceeding

(Waldo to Luis Munoz Marin Blvd) was in fact conveyed to Conrail as a "line of railroad." After acquisition, Conrail made substantial use of the line. As late as September 1983, the line carried over 3000 carloadings per year for seven customers. Rail use of the Harsimus Branch declined after 1983, with the last trains in 1994, when the switch was removed at Waldo (MP 2.54), and the bridge was removed at (former) Henderson Street (MP 1.3). Conrail neither sought nor received abandonment authorization from ICC or STB for this Branch. Conrail sold it to a developer for non-rail purposes in the face of notice by the City that the property was needed for public purposes and in frustration of the City's efforts to acquire the property for those purposes.

ARGUMENT

City set out the basic legal standards in our original Petition, in large part by quotations and paraphrases of an able brief by ICC's Office of Compliance and Enforcement in a similar case involving Burlington Northern and what is now a portion of the Burke-Gilman Trail in Seattle. Developer and Conrail did not appear to question these basic principles, so City will simply summarize them here.

A. A Railroad May Not Engage in De Facto Abandonment of Branch Lines

This case is straightforward. This Board, like its predecessor, ICC, must authorize the abandonment of freight rail lines before they may be abandoned. 49 U.S.C. § 10903. Railroads may not evade this statutory requirement by claiming

the right unilaterally to "reclassify" lines of railroads as yard track or spurs or industrial leads or something else. 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 tracks's "classification by the owner is [not] determinative." Clinchfield Railroad Co. Abandonment, 295 ICC 41, 44 (1955). See also 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) (rejecting claims that dead-end branch somehow became exempt due to 15 years of non-use).

Lines of railroad cannot be deemed abandoned simply on the basis of non-use, including non-use complicated by removal or disrepair of trackage and rail appurtenances. Phillips v. Denver & R.G. RR, 97 F.3d 1375 (10th Cir. 1996) (upholding agency position in this regard) is a case in point. The line in question in Phillips was a quintessential branch line, running from the mainline at Glenwood Springs up the valley of the Roaring Fork to Aspen. The line had eventually fallen into non-

use and decay. Adjacent landowners, wishing to develop the rail properties, claimed a de facto abandonment and attendant easement extinguishments and reversions, or adverse possession. This position was rejected by this Board, its predecessor and the Tenth Circuit: "If de facto abandonment were sufficient to establish abandonment ..., a railroad could easily circumvent ICC's oversight and regulation by simply terminating its use of a railroad line." Id. at 1377. In addition, abandonment authority is always prospective. This agency's precedent makes clear that the Board has "no authority to authorize, retroactively, the abandonment of a rail line." 97 F.3d at 1378.

The Pennsylvania Railroad acknowledged that the property at issue in this proceeding was part of a Branch. Indeed, it was part of the freight mainline. It was unquestionably used for through trains, and for connections. It was conveyed to Conrail as a "line of railroad," not as abandoned property. Since the line at issue in this proceeding is unquestionably a line of railroad, Conrail may not purport to abandon it either through a unilateral reclassification, or through non-use. Moreover, this agency may not authorize the abandonment retroactively. It follows that Conrail must now seek some form of prospective abandonment authorization.

B. Conrail's Arguments, like Those of the Developer, Are Unavailing

In their Replies to our original Petition, Conrail and the developer appear to make two basic arguments on the merits, and

several arguments sounding in waiver or lack of injury. None has merit.

1. USRA. As this Board noted, Conrail and the developer seem to claim that USRA reclassified the Harsimus Branch to something other than a line of railroad, or somehow allowed Conrail to acquire it as something other than a "line of railroad." USRA did divide up rail properties for sale for non-rail purposes, and for sale for rail purposes. But the USRA Final System Plan quite clearly calls for the Harsimus Branch to be conveyed to Conrail as a "line of railroad." FSP at 272 (line code 1420 deed). Moreover, the deed to Conrail described the property (line code 1420) as a "line of railroad." Verified Statement of John J.Curley, Appendix XV, and attachments. That deed encompasses the property at issue here (i.e., property from Luis Munoz Avenue west). Id. ¶¶ 6-9.

Developer specifically contends that the Harsimus Branch at issue here was conveyed in the deed to Conrail as a spur "appurtenant" to the "Passaic and Harsimus Line." Developer claims that the latter is the "line code 1420" property and the portion of concern to the City here (Waldo to Luiz Munoz Marin Blvd) is merely a spur off of that. Developer Reply at p. 6. To the contrary, the Sixth Street Embankment is part of the line code 1420 property. Verified Statement of John J. Curley, Appendix XV (expert legal opinion). In the Final System Plan, the Passaic Branch is a different line code (1421), and there was no Passaic and Harsimus Branch line code. See FSP at p.

272, Appendix VIII. On the relevant track charts of the time, the Passaic Branch terminated near "Karny" (at the Meadows Yard), the Harsimus Branch started at that point. To be sure, track charts after 1980 referred to a Passaic and Harsimus Branch (which had a new line code that does not appear in either the FSP or any deed relevant here), but relying on post-1980 track charts for discussion of the 1975 FSP and the deed relating thereto is simply mixing apples and oranges.

Perhaps Conrail and developer intend to argue that because there was some yard track and spur track in the Cove that was not subject to ICC (or STB) abandonment jurisdiction, the entire "line of railroad" was not. To be sure, USRA in its FSP provided that deeds conveying "lines of railroad" also conveyed sidings and spurs associated with such "lines" unless specifically excepted out. But that is standard in any railroad deed. It does not mean that the acquiring railroad thereby gets to reclassify the last mile of a "line of railroad" as a spur and de facto abandon it once its shippers drop off. The railroad still must obtain abandonment authority for the through track, if there is, as there was here, through track associated with the sidings.

There is no statute which permits Conrail, once it has received a line of railroad, to reclassify the line itself to exempt status. The closest Congress has approached relieving Conrail of the obligation to seek abandonment authorization is in certain provisions of the Northeast Rail Service Act of 1981

("NERSA"). See 45 U.S.C. § 748. Congress there provided that Conrail could file a "notice of insufficient revenue" ("NIR") as to lines it wished to abandon. After 90 days had lapsed, it could file an application to abandon any line covered by such a notice. The ICC was required to grant such an application within 90 days unless an offer of financial assistance were filed. Conrail's last notices of insufficient revenue were filed by November 1, 1985. City understands that Conrail never filed a NIR with respect to the Harsimus Branch.

The NIR procedure obviated any real need for Conrail to have a unilateral power to reclassify branch lines to spur status for abandonment purposes. As this agency has indicated, "[t]he NIR procedures guaranteed Conrail that it could abandon any line at any time, and, as a consequence encouraged Conrail to continue operating lines that had potential." Conrail Abandonment of the Weehawken Branch -- In Hudson County, NJ, AB 167 (Sub no. 766N), served March 13, 2001, at n. 7. Conrail simply did not avail itself of the procedures otherwise potentially applicable, perhaps because the line was profitable at the time Conrail was performing its NIR evaluations.

Moreover, ICC in 1984 (49 Fed. Reg. 17003, April 23, 1984) adopted an expedited abandonment regulation for lines without local customers for more than two years. That regulation has long been codified at 49 C.F.R. § 1152.50. Conrail by sometime in 1994 was probably eligible to file for abandonment authorization under § 1152.50 (and it still is), given our

understanding that the line was used only for overhead traffic after 1992. Lines qualifying for § 1152.50 treatment are essentially guaranteed abandonment authorization in a fashion similar to NIR lines. However, Conrail did not bother to avail itself of the expedited § 1152.50 remedy either.

In sum, Conrail received the Harsimus Branch at issue here as a "line of railroad." Congress provided a means to Conrail expeditiously to abandon lines of railroad which it wished to disgorge in NERSA, 45 U.S.C. § 748, and by 1994, ICC had a well-established class exemption procedure available if Conrail wished to secure expeditious abandonment authority. Conrail did not employ any of these procedures, instead choosing in 1994 unilaterally to reclassify the line to "spur" status. This it may not do.

2. Shift in use. Developer argues that when one railroad acquires a rail property from another, then the new owner's use controls. Developer claims that Conrail used the "line of railroad" involved here only as a spur. Conrail makes a similar argument.

Developer and Conrail are wrong on the law. The developer cites a number of cases in which a new carrier purchases yard or other excepted tracks, which then become regulated lines of railroad due to the new use. See developer's Reply at 4, citing Kaw River Railroad, Inc. -- Acquisition and Operation Exemption -- The Kansas City Southern Railway Company, F.D. 34509, served May 3, 2005; and other similar Finance Docket cases.

Unquestionably yard and spur tracks can become regulated lines when acquired by a new railroad set up for switching purposes. E.g., South Plains Switching -- Acquisition Exemption-- Burlington Northern and Santa Fe Rwy., F.D. 33753 (Sub-no. 1), served July 15, 1999 (STB authorization for transfer of 74,384 feet of side tracks to new switching railroad in Lubbock). But developer cites no case holding that a regulated line of railroad can be changed into exempt track on acquisition. If this were the case, all a railroad would have to do to abandon its branch lines (or portions thereof) would be to sell or to donate them to a third party which claims its intent is to operate the line as a spur. Salvage companies could buy low- and no-density branch lines from regulated railroads and then abandon the branches without regulatory oversight. The potential for abuse would be obvious and enormous.

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 dispositive of the developer's claim, as well as devastating to anything Conrail may be trying to claim. In Chelsea Property Owners, the developer's counterparts observed that Conrail's 1.45 mile elevated rail line (which Conrail called the West 30th Street Secondary Track, but which is commonly known as the "Highline") in Manhattan had not been used for 15 years. The developer's counterparts argued, as SLH

Properties does here, that the Highline was no longer a "line of railroad" but instead was a spur not subject to ICC's abandonment jurisdiction.

ICC rejected the developer's position. The Commission observed that the Highline historically had been used "for line haul operations into and out of Manhattan" (just as the Harsimus Branch was once used for line haul operations into and out of Harsimus Cove).

> "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.[21]

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[21] 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. Interestingly, the Highline had been unused for rail for almost 30 years by the time of this decision.

Chelsea Property Owners is controlling here. The law should not be one thing for elevated lines in Manhattan belonging to Conrail and something different for elevated lines belonging to Conrail across the Hudson River in Jersey City. The Harsimus Branch must be viewed as a rail line subject to this Board's exit (abandonment) jurisdiction. The fact that Conrail obtained the Harsimus Branch in 1976 through USRA no more allows unilateral abandonment of Jersey City's Harsimus Branch than it did for Manhattan's Highline.

Conrail claimed (without providing any evidence in support) in its Reply (p. 2) that it had no plans to operate the Harsimus Branch as a line of railroad when it acquired the property. Conrail's plans in 1975, whatever Conrail now imagines them to be, are not relevant. USRA designated the Harsimus Branch as a line of railroad. Conrail accepted a deed to this property as a "line of railroad." It was so reflected in Conrail track charts in 1976, 1977 and 1980. As late as 9/83, the line supported over 3000 carloadings per year for multiple customers. Even if by that time, the rail line was no longer used for carfloats out of the Cove itself, Conrail was still using it as a dead-end branch, not a mere spur. It was never authorized for abandonment by ICC or STB. It was not authorized for sale to others as abandoned rail property through USRA and the Special Court. It was not even unilaterally designated by Conrail as a spur until 1994. Conrail supplied no documents in discovery to support its claims about its plans in

1975 (Conrail instead said its data was lost in hard to read computer tapes). Conrail's claims in its Reply to our Petition about its plans for the Harsimus Branch are not only irrelevant, but also inconsistent with the Final System Plan, the deed, and what documents Conrail did produce to petitioners in response to discovery.

3. Conrail/developer claims in the nature of waiver. Conrail and the developer in their Replies make several claims that sound like they contend that Jersey City somehow waived its rights. We understand that Conrail's focus is that the City encouraged the bridge removal. At all relevant times, the federal government has had sole, plenary, and exclusive jurisdiction over exit licensing. 49 U.S.C. § 10501(b). The fact that Jersey City's Engineering Department, or Jersey City in general, supported removal of the unused bridges does not mean that the City waived applicable federal requirements, and in any event City cannot waive such requirements: the federal transportation agency regulates abandonment of rail lines, not the City.

City, county and state transportation officials typically wish to see unused and unmaintained railroad bridges removed because they are safety hazards, and that was the case with the bridges here (see Appendix II). That does not mean that local and state officials somehow licensed the railroad to abandon its rail lines without otherwise-required ICC and STB authorization, or that the public has waived its rights to whatever relief may

be afforded in such abandonment proceedings as are subsequently required.

Although the City supported bridge removal for public safety reasons, Conrail or a private party (National Bulk Carriers) removed the bridges, not the City.[22] The City is not, and would never have been, liable for their replacement should the removal be now, or then, deemed improper. The City's support of bridge removal for safety reasons thus does not translate into some kind of waiver of Conrail's need to obtain abandonment authorization for a branch line railroad.

According to Engineering Department file, the last word from Conrail in 1994 was that it intended to file something with the ICC (misspelled "IFE?"). As late as 2004, Conrail took the position in meetings attended by petitioners here that City use of eminent domain was preempted (implying the Harsimus Branch was a line of railroad). See Petition at p. 13, citing Pet. Exhibit D (Strauss V.S.) ¶3-¶4. See also note 15 supra. From a legal point of view, the chief effect of Conrail's failure to

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22 As we discussed in the factual portion of the Statement, where no shipper is expected to contest a bridge removal, it is not atypical for railroads to remove the bridges, or allow their removal by an adjoining property owner (such as National Bulk Carriers), and yet continue to hold the rail line as an unabandoned piece of rail property. This immunizes the line from easement extinguishments, base fee reversions, or public agency use of eminent domain until and unless the railroad or an adverse party obtains abandonment authorization. The railroad can protect itself against a shipper demand for service by filing an embargo, so long as the railroad files some kind of abandonment proceeding in a reasonable time. See Decatur County Commissioners v. Central Railroad of Indiana, F.D. 33386, served Sept. 29, 2000 (discussing authorities).

obtain abandonment authority from the point of view of petitioners is that Jersey City was preempted from use of eminent domain procedures and from application of its land use regulations with respect to the Branch. Many railroads view this as enhancing their bargaining power and minimizing their costs. The fact that Jersey City and petitioners endured it does not mean they waived their rights to an abandonment proceeding; it merely constitutes an exhibition of the kind of patience necessary in light of 49 U.S.C. § 10501(b). Fortunately, the cost of patience in New Jersey is limited, because under New Jersey law, sales of rail lines for non-rail purposes that are prior to notice of the filing of an abandonment proceeding are void. As a result, the City's interests in public use of the Embankment were at all times fully protected from 1994 onward -- provided only that Conrail comply with the requirement that it seek abandonment authorization before it finally disposed of the Harsimus Branch. There is thus no waiver of rights by Jersey City, and certainly no waiver of rights by any of the other petitioners in this proceeding.

Conrail/developer also appear to claim that the City has not contested de facto abandonment of other portions of the Harsimus Branch. This claim is misleading. The only other portion of the Harsimus Branch which has been de facto abandoned is the Harsimus Cove yard itself and industry sidings

associated therewith.[23] The yard commenced east of Luiz Munoz Marin Blvd (former Henderson Street), and extended from MP 1.3 to MP 0 on the Pennsylvania Railroad track charts, and Penn Central charts through 1980.

Under the Revised Interstate Commerce Act, former 49 U.S.C. § 10907, the Interstate Commerce Commission did not have jurisdiction over abandonment of "spur, industrial, team, switching or side tracks," which City understands to include railyards which are agglomerations of such track and industrial sidings. Under the ICC Termination Act, the Board has exclusive jurisdiction over such abandonments [49 U.S.C. § 10501(b)], but no licensing authority over them. 49 U.S.C. § 10906. It follows that under the applicable statutory framework, Conrail did not have to obtain ICC or STB authority before selling off the vast bulk of the Harsimus Cove yard and industrial leads off of it, because most of that was not a "line of railroad" for which abandonment authorization was required. See Nicholson v. ICC, 711 F.2d 364 (D.C.Cir. 1983), cert. denied, 464 U.S. 1056 (1984). Conrail legitimately could engage in de facto abandonment of much of its holdings in the former Harsimus Cove yard, and industrial sidings associated with it. However,

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[23] Petitioners did not know that Conrail failed to seek abandonment authority for its through line from MP 1.3 (former Henderson Street) to MP 1.0 (Cove, or end of line) until Conrail provided discovery responses in this proceeding.

Petitioners note that USRA provided that portions of the Harsimus Cove property would not be deeded to Conrail, and the corresponding deed excludes considerable property in the Cove from transfer to Conrail. As to that property, neither ICC nor this Board have jurisdiction.

Conrail should have obtained authority from ICC or STB to abandon that portion of the Harsimus Cove facility which was through track (i.e., MP 1.3 to MP 1.0 on the Pennsylvania Railroad track chart and Conrail charts through 1980) as a "line of railroad."[24] As we noted in footnote 15, based on conversations with the project manager of National Bulk Carriers for redevelopment of the property in question, Jersey City's counsel thought Conrail had obtained requisite authority to abandon the through track in the Cove.

But City's focus in its Petition is on MP 1.3 (Luiz Munoz Marin Blvd) to MP 2.54 (Waldo). In terms of preservation of a right of way from MP 1.3 to MP 0 (Hudson River or Harsimus Cove), Jersey City has already made arrangements through land use planning with developers of that property to preserve sufficient land either (a) for light rail to a junction with the existing light rail system between Luis Munoz Marin Boulevard and the waterfront, or (b) for trail connections to the Hudson River waterfront and ferry connections to Manhattan as envisioned for the East Coast Greenway. City has no objection if Conrail in response to this Board's ruling in this case

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[24] The entire Harsimus Branch was at one point a through route all the way to interchanges (by float) on the Hudson River. When a railroad wishes to convert an entire yard area on its right of way, including the through track, to track exempt from abandonment jurisdiction, it must seek abandonment authorization for the through track in the yard. This seems to be standard practice. One of Conrail's owners used it to convert an entire yard facility into exempt yard track. See CSX Transportation, Inc. -- Abandonment Exemption -- in Midland County, MI, AB-55 (Sub-no. 573X), served August 25, 1999.

decides to seek an abandonment authorization, encompassing the through line from MP 1.3 to MP 1.0 in the Cove. In general, Conrail should bring itself into compliance with applicable law.

Conrail sustains no significant injury from complying with the law. Both Conrail and SLH Properties were aware that this Board's authorization was needed to abandon a "line of railroad," for the developer inquired concerning Conrail's authority before completing his purchase of the property concerning STB jurisdiction. See p. 3 supra.[25] Conrail indicated to the developer that the railroad took the position that the line was a spur, evidently on the basis of the Conrail Law Department's unilateral classification of it as such in 1994. Conrail should have known better. That reclassification flew in the face of Conrail's own essentially contemporaneous position with respect to the Highline just across the Hudson River in Chelsea Property Owners. If the Highline is a branch line, even more so must be the Harsimus: both are subject to this Board's abandonment jurisdiction.

Both Conrail and SLH Properties were aware of the City's interest in acquiring the property before Conrail sold it to the developer. The Mayor wrote Conrail expressing interest in 2003 (Appendix III, last item); the City adopted an ordinance

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[25] The developer (SLH Properties) is owned by Steven Hyman, and Mr. Hyman appears long-acquainted with federal rail regulatory jurisdiction. Conrail Abandonment of the Edgewater Branch in Hudson County, NJ, AB 167 (Sub-no. 1036N), decisions served Feb. 18, 1987 (allowing Mr. Hyman's OFA against a similar Conrail line in Jersey City); and served May 21, 1987 (disallowing request for terms and conditions).

declaring the property to be needed for public use in 2004; and Mr. Curley specifically put Conrail on notice by letter dated February 18, 2005. See Curley V.S. ¶4 in Appendix XV. Conrail knowingly closed its transaction with the developer while denying the City's experts access to the property to complete an appraisal. Id. ¶ 5. When further efforts to negotiate fell on deaf ears, City of Jersey City and the other petitioners herein were compelled to turn to this agency for declaratory relief. Conrail and SLH Properties assumed that risk and now cannot complain of the consequences. If they wished to avoid this problem, Conrail could have sought fast track abandonment authorization under procedures like 49 C.F.R.§ 1152.50. Conrail opposed historic designation of the Embankment; perhaps the railroad does not wish to comply with 16 U.S.C. § 470f, which would be applicable were it to comply with STB abandonment procedures.

4. Conrail and Developer claims that the Branch is not suitable for public use. In their Reply to the Petition, Conrail and the developer assert or imply that the Harsimus Branch is not suitable for alternative public use, is not historic, and so forth. These arguments are not merits arguments, but instead are in the nature of claims that there is no injury to the public, so Conrail's failure to seek abandonment authority was harmless and should be countenanced by this agency. But Conrail and the developer are manifestly wrong in this regard.

How the Branch should be viewed for aesthetic, historic, public use or development purposes was a matter of debate in the mid-1990's. Certainly developers then, as SLH Properties argues here, contended that the Embankment should be torn out and replaced with houses of some sort, high rises, or some combination thereof. Others argued that the Branch should be acquired for a superhighway. But the Jersey City Council rejected both approaches. Instead, as already indicated, by 1999 the tide had shifted in favor of recognition of the public benefits associated with preserving the Branch for public uses and as a reminder of the historical nature of the property as a transportation corridor. In 2003 the Mayor sought to open negotiations to acquire the property. By 2004, when Conrail offered the line for sale, City had adopted an ordinance authorizing acquisition on the basis of public need, and was well into the process of arranging for funding. Hudson County had indorsed the East Coast Greenway, and the location study identified the Harsimus Branch as the route to the Hudson River. By 2005, Congress earmarked $1.6 million for Jersey City to acquire the Embankment, and the City had arranged matching funds totalling to the same amount from the New Jersey Department of Environmental Protection. In addition, over $3,000,000 in additional funds have been arranged. The importance the City associates with preserving the Embankment is underscored by the funding the City has arranged to implement it. Corrado V.S., Appendix VII, ¶ 5. Earmarks, grants, and

open space fund allocations are highly competitive; funds are scarce in municipalities like Jersey City. Obviously a large number of authorities have thought for a sustained period of time, and continue to think, that preservation of the Embankment has substantial public merit.

Leaving aside the historic preservation values in question, and the benefits of local park and open space use, the Embankment undeniably is the gateway for the East Coast Greenway to New York City. Acquisition of the Embankment is a project that transcends state or local significance. In the face of such overwhelming evidence, it begs credulity for Conrail/SLH Properties to opine that this property has no public use. Conrail especially is exhibiting a Janus-like approach to the question: Conrail supported conversion of the Highline on Manhattan to trail use with arguments opposing the same kind of claims it is now indorsing across the Hudson in Jersey City.

The Harsimus Branch at issue here is of public interest for more than open space, park, and trail purposes. No one in the New York area can be unfamiliar with motor vehicular traffic problems in Jersey City.[26] The Harsimus Branch has been studied in the past for light rail use, and more studies are underway. In Mr. Corrado's Verified Statement for Jersey City reiterating (Appendix VII, ¶ 1) the importance the City places on preservation of the Embankment, he notes that the City's

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[26] "Traffic a Nightmare? Just Wait," New York Times, January 8, 2006, section 14 (New Jersey), p. 1 & 8, attached as Appendix XII.

planning emphasizes a park and trail. However, he also observes that the property is wide enough to sustain both a trail and a light rail system. Corrado V.S. ¶ 4. Given local transportation needs, it is only prudent that the corridor be preserved so it is available to support light rail in the future.

5. Conrail's suggestion that it will not consent to railbanking is irrelevant. Conrail also says that trail use is somehow irrelevant because Conrail will never consent to railbanking. Evidently Conrail means again to imply that City has sustained no damage for which it has a remedy because Conrail has the means to block meaningful acquisition by the City. Conrail's argument is simply wrong.

City regrets Conrail's unwillingness to negotiate now (or in 2005 for that matter), but Conrail's unwillingness to negotiate, and its declared unwillingness to consent to railbanking, are irrelevant in the circumstances here.[27] In particular, Conrail owns (or did own until it purported to sell same to SLH Properties on July 12, 2005) the full fee interest in the portion of the Harsimus Branch in which City is

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[27] Conrail is clearly willing to railbank rail lines and transfer them for trail purposes. Conrail not only was anxious to railbank a line across the Hudson in Manhattan which for practical purposes resembles the one here [see 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)], but actually resisted arguments that the rail line in question was not a rail line (a position totally inconsistent with its position in the proceeding at bar).

interested.[28] Railbanking a rail corridor serves chiefly to prevent easement extinguishments in rail corridors held by the railroad in less-than-fee fashion. Since Conrail held the fee, the City did not need to railbank a railroad right of way to preserve it for trail use. City aspires to buy out all of Conrail's original interest in the line (i.e., the full fee), not railbank a mere easement.

In addition, the fact that Conrail has purported to convey its fee interest in the Embankment to the developer is not an obstacle, so long as this Board requires Conrail to seek abandonment authority. If Conrail is required to seek abandonment authority for the property in question, then under New Jersey law the railroad must provide notice to the State and each County and municipality in which part of the right of way is located when it seeks that authority. N.J. Stat. § 48:12-125.1. Under New Jersey law, Conrail may not sell 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. 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."

Since Conrail never applied for abandonment, there was never any notice to waive, and City of Jersey City never waived such notice as a matter of New Jersey law. See Curley V.S. ¶

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[28] See title report and deeds, attached in Appendix XV (Curley V.S.).

5, Appendix XV. Thus, even if Conrail currently does not own the portion at issue due to Conrail's sale of that property to SLH properties, New Jersey state law provides a remedy.

As confirmed in the Corrado Verified Statement, City has arranged more than enough funds to pay Conrail exactly what Conrail received from the developer (approximately $3 million). As a result, Conrail will sustain no loss. Should City prevail, Conrail likely will be required to refund the developer's money on some sort of failure of consideration grounds, in which case the developer will sustain no meaningful loss either.

Conrail and the developer cannot claim (and have never claimed) that the New Jersey statutes on which City intends to rely are inconsistent with federal law. 49 U.S.C. § 10905 is intended to perform exactly the same function nationwide as New Jersey's statute does within New Jersey. Section 10905 authorizes this agency to bar sales other than for public purposes for up to 180 days, which is a period twice as long as provided under New Jersey law. Indeed, the classic use of 49 U.S.C. § 10905 is to bar disposal of rail property for 180 days in order to permit governments (like Jersey City) and public utilities to institute eminent domain proceedings as necessary before land is broken up or subdivided, with the attendant increase in value and other difficulties. This leads to a related point: there is nothing that conflicts with federal law in City's proposed reliance on state law eminent domain once Conrail applies for abandonment authority and that authority

becomes effective. The United States Supreme Court has held that state and local governments may employ eminent domain remedies to secure rail lines once ICC/STB has authorized abandonment. Hayfield N. R. Co. v. Chicago & N.W. T. Co., 467 U.S. 622 (1984). In short, even if Conrail adamantly refuses to cooperate, City has a carefully tailored avenue at state law to secure the line in question for any public purpose, including both light rail and trail purposes. Indeed, the situation in this case demonstrates why the law exists. Moreover, as indicated in City's original Petition, the City has secured financing adequate to pay the same price paid by the developer for the property.

6. Historic significance. The developer contests the historic significance of the Embankment. Even if the Embankment were not historically significant, it is needed for public purposes. In this sense, the developer's claims are irrelevant. But the developer's argument is wrong in any event. The Harsimus Embankment (part of the rail line at issue in this proceeding) is unquestionably eligible for the National Register of Historic Places. See Petition, Exhibit C, para 6 (Curley V.S.); Exhibit E (James V.S.); Exhibit I (historic preservation documents). If a property is eligible for the National Register, it is protected under 16 U.S.C. § 470f. See also 49 U.S.C. § 303(c) (protecting historic sites of national, state or local significance as determined by federal, state or local officials with jurisdiction). A federal agency such as

STB must conclude that the Embankment is eligible for § 470f protection, without addressing further its historic significance. In any event, both the State of New Jersey and the City of Jersey City have determined the Embankment to be historically significant. Petition, Exhibit C, para 6 (Curley V.S.); Exhibit G (Jersey City documents); Exhibit I (more historic preservation documents).

Conrail must comply with 16 U.S.C. § 470f before it abandons this line. It has violated the law in failing to do so.

Conclusion

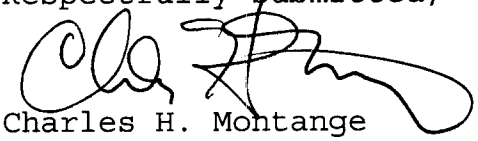
It is very difficult to assemble transportation corridors in an urban environment; it is a tragedy when a citizenry willing to retain one is frustrated in its attempt because the owner of a corridor (here, Conrail) prefers an end run around abandonment procedures. The words of the Court of Appeals for the First Circuit in Reed v. Meserve, 487 F.2d 646, 649-50 (1973), seem appropriate here:

> To assemble a right-of-way in our increasingly populous nation is no longer simple. A scarcity of fuel and the adverse consequences of too many motor vehicles suggest that society may someday have need either for railroads or for the rights-of-way over which they have been built. A[n] ... agency charged with designing part of our transportation policy does not overstep its authority when it prudently undertakes to minimize the destruction of available transportation corridors painstakingly created over several generations.

The Harsimus Branch from Luis Munoz Marin Boulevard to Waldo (approx. MP 1.3 to MP 2.54) in Jersey City, as further described in footnote 1 herein, is a "line of railroad" subject

to this Board's abandonment jurisdiction. The Board should so determine. The petitioners are entitled to the benefits of the remedies Congress and the State of New Jersey have provided in the course of a rail abandonment 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

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Of counsel for
Rails to Trails Conservancy

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

APPENDICES

Volume One

I -- Documents produced by Conrail (shipper data, misc.)

II -- Excerpts from Jersey City Engineering Department bridge file

III -- Letters showing support for acquisition circa 2003, and Letter, Mayor Cunningham to Conrail, 2003

IV -- East Coast Greenway, Northern New Jersey Route Location Study, Executive Summary, May 2004

V -- Verified Statement of Elizabeth Brody (East Coast Greenway Alliance)

VI -- Verified Statement of Stephen Marks (Hudson County)

VII -- Verified Statement of Greg Corrado (City of Jersey City)

VIII -- Excerpts from Final System Plan (from STB microfiche)

IX -- 1976, 1977 and 1980 Conrail Track Chart excerpts; 1965 Pennsylvania Railroad Track Chart excerpts

X -- Pennsylvania Railroad, Record of Transportation Lines (1942) (excerpts)

XI -- Pennsylvania Railroad, Record of Transportation Lines (1954) (excerpts)

XII -- Pennsylvania Railroad, freight connections, circa 1944

XIII -- Man o' War timetable, 1955, Chicago to Harsimus Cove

XIV -- "Traffic a Nightmare" from NY Times, Jan. 8, 2006.

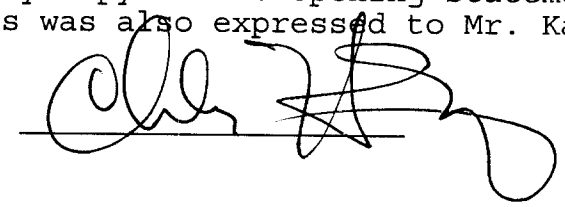
Volume Two

XV -- Verified Statement of John J. Curley (attaching City's title commitment)

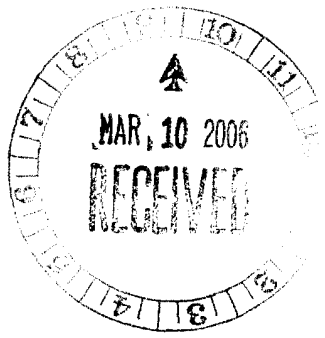
XVI -- Conrail deed as produced by Conrail

Certificate of Service

I hereby certify service on March 9, 2006, by placing copies of the foregoing petition with an express service, next business day delivery, addressed to Robert Jenkins III, Mayer Brown Rowe & Maw, 1909 K Street, NW, Washington, D.C. 20006-1101 and to Carmine R. Alampi, 1 University Plaza (Ste. 404), Hackensack, NJ 07601. A courtesy copy of the Opening Statement without the voluminous appendices was also expressed to Mr. Kahn at his address of record.



215969



BEFORE THE SURFACE TRANSPORTATION BOARD

Finance Docket No. 34818

City of Jersey City, et al. --
Petition for a Declaratory Order

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Charles H. Montange
Attorney for Petitioners
City of Jersey City, et al.

426 NW 162d St.
Seattle, WA 98177
206-546-1936

Due: 10 March 06

Office of Proceedings
Part of
Public Record

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426 NW 162d St.
Seattle, WA 98177
206-546-1936

Due: 10 March 06

Appendix I

Spur Decisions Made by Law Department
(DO NOT REQUIRE ICC/STB FILING)

0 48

Line Name	Type	LC	MP 1	MP 2	Rt. Mi.	Att'y	Decision Date	Requested by
Arlington Ave. I.T. (Indianapolis, IN)	Line	60-8342	-0.90	0.70	1.60	JJP	5/1/95	F. R. Stapleton
Athol Br. (Athold, MA)	Spur	unknown				JJP	6/24/93	R. C. Krafty
Avonmore I.T. (Avonmore, PA)	Spur				1.90	JJP	11/15/95	F.B.Gossic
Axle Works I.T. (Homestead, PA)	Spur				0.60	JJP	11/1/89	M. A. Hutchinson
Beaver I. T. (Lovett, PA)	Spur	20-2144				JJP	6/1/93	J. W. Fallon
Bens Creek (Portage Dump Trk)	Spur	20-2149	0.00	0.68	0.68	JJP	4/26/93	J. W. Fallon (04/12/93)
Bloodgood Br. (Union County, NJ)	Spur	10-0532	19.91	20.05	0.14	JJP	5/6/94	Z. Drzewiecki
Bloomfield / Belleville, NJ	Spur	unknown				JJP	5/12/93	Z. J. Drzewiecki
C-A-P Br. (Scranton, PA)	Spur				0.00	JJP	11/7/95	G. Smith
Claremont R.T. (Baltimore, MD)	Spur	20-			1.10	JKE	11/7/95	G. Comstock
Dad's Dog Food Lead (Meadville, PA)	Line	40-6501			0.50	JJP	5/10/96	F. B. Gossic
Dillsburg Br.	Spur				0.50	JJP	6/15/95	J. Ahonen
Edgemoor I. T. (Edgemoor, DE)	Spur	10-1252	0.00	1.00	1.00	JJP	8/2/93	M. C. Rosamilia
Engleside I. T. (Phila, PA)	Spur	10-1183	0.00	0.30	0.30	JJP	6/4/93	Richard Cross
Enola Branch (Marysville, PA)	Jt. Project	xx-1326	74.00	74.40	0.40	JJP	6/6/96	A. T. Bankson
Exon Lead (Sharonville Yard Lead)	Spur	60-8211	0.00	0.67	0.67	JJP	1/4/96	F. R. Stapleton
Former Beech Creek	Spur	unknown				JJP	5/12/93	J. W. Fallon
Fort Wayne, Ind. Lead	Spur	unknown				JJP	6/24/93	R. D. Threlkeld (land sale)
Frankford St. I. T. (Trenton Ave. Ln)	Spur	10-1174				JJP	8/24/95	N. J. Prosperi (track lease)
Franklin I. T. (Franklin, OH)	Spur	60-8258	3.60	4.20	0.60	JJP	5/7/93	M.S. Scime
Gettysburg I. T. (Carlisle, PA)	Spur	20-0315	0.00	0.80	0.80	JJP	11/4/93	J. W. Fallon
Grand Jct. (East Boston I. T.)	Spur	30-4132	7.67	9.50	1.83	JJP	10/9/95	J. H. Ahonen
Greencastle I. T.	Spur	unknown				JJP	6/3/93	J. W. Fallon
Harsimus Br. (Jersey City, NJ)	Spur	10-1420	0.00	1.36	1.36	JJP	4/14/94	J. R. Beard (02/16/94)
Hastings Branch (Hastings Jct.,PA)	Spur	20-xxxx	0.00	2.60	2.60	JJP	8/2/93	J. W. Fallon
Herkimer Spur (Herkimer, NY)	Spur				0.00	JKE	10/26/95	J. Hindman
Hudson Sec. (Maybrook, NY)	Spur	30-0101	0.00	2.10	2.10	unknown	no letter on file	
Hudson St. I. T. (Jersey City, NJ)	Spur	10-1440	0.00	1.30	1.30	JJP	4/29/93	T. P. Dwyer
Hurley Lumber Ld (Perth Amboy)	Spur	unknown				JJP	1/20/93	Z. J. Drzewiecki (12/15/92)
Indian Run Ind. Track (Kensignton, PA)	Spur	40-2288	1.10	1.30	0.20	JJP	11/9/94	F. B. Gossic
Johnstown I.T. Johnstown, PA)	Line		1.10	1.60	0.50	JKE	11/10/95	G. R. Comstock
Kalamazoo Br. (Grand Rapids, MI)	Spur	50-5341	94.00	94.45	0.45	JJP	5/15/96	J. Kelly
Kennedy Valve Spur (Elmira, NY)	Spur	30-6304	246.90	249.10	2.20	JJP	6/12/96 - JJP	
Lancaster Mills I. T.	Spur	30-4182	0.60	1.50	0.90	JJP	5/14/93	M. G. Peterson
Langhorne Team Track / Ind. Lead	Spur	unknown				JJP	12/16/93	M. C. Rosamilia (land sale)
Mardella I. T. (Salisbury, MD)	Spur	10-1239	39.40	40.80	1.40	unknown	no letter on file	
Marginal Branch	Spur	40-22JJ			0.49	JJP	6/27/97	Brian Harrison
Middle Canal/Lumber (Williamsport, PA)	Spur	20-2316	217.90	218.10	0.20	JJP	11/22/94	A. K. Robbins / G. L. Smith
Millbrook Siding (Elmira, NY)	Spur	unknown				JJP	8/2/93	M. B. Phillips (land sale)
Muncy Br. (Muncy, PA)	Spur	unknown	0.00	0.60	0.60	JJP	2/23/95	C. A. Archer (Fallon, 02/02/94)

Spur Decisions Made by Law Department

0 49

Line Name	Type	LC	MP 1	MP 2	Rt. Mi.	Att'y	Decision Date	Requested by
Niles IT (South Bend, IN)	Spur	50-5346	9.90	10.60	0.70	JJP	7/30/97	R. Dietz (Asset Opt. Dept.)
Oberlin Ind. Lead (Harrisburg, PA)	Spur	unknown	0.00	1.04	1.04	JJP	3/19/96	K. Robbins (Harrisburg Div.)
Pappas Lead (Washington, DC)	Spur	unknown				RSN	1/27/95	Donald Shappel
Perth Amboy Br.	Spur	10-0510	17.00	18.00	1.00	JJP	4/26/93	Z. J. Drzewiecki (04/13/93)
Red Key I.T. (Sweetser,IN)	Line	xx-3107	162.05	163.20	1.15	JJP	5/14/92	W. Schoelwer
S. Canton Br. (Canton, OH)	Spur	40-2402			0.00	JJP	10/5/95	F. Gossic
S. Chester Tk. (Marcus Hook, PA)	Exempt	unknown	Market St.	Green St.		JJP	4/26/94	P. Killani
Speedway I.T. (Indianapolis, IN)	Spur	60-8564	4.18	4.70	0.52	JJP	5/31/94	
Thoroughfare Track (Phila, PA)	Spur	unknown				JJP	7/2/93	P. H. Killani
Toms River I. T. (Toms River, NJ)	Spur	10-0219	4.62	5.00	0.38	JJP	6/24/93	M. C. Rosamilia
Union Belt (Marion, OH)	Spur	unknown				JJP	11/4/93	W. A. Schoelwer (request to remove track)
Weirton Secondary (Collier, WV)	Line		35.70	38.40	2.70	JKE	2/26/96	F. B. Gossic
Westland Br. (Houston, PA)	Spur	40-	0.00	0.97	0.97	JJP	11/9/94	F. Gossic

CONRAIL

MEMORANDUM

B-4C Rev 12-82

JPB — Yes — MRF is pulling together info. which we will review w/ WAM. SEN 1-20-88 cc WAM, JPB, MRF

0 5027

DATE: January 15, 1988

TO: J. F. Betak LOCATION: L-1012

FROM: J. W. Dietz LOCATION: P-920

SUBJECT: Line Screening Summaries - New Jersey

Attached are the line screening summaries for the State of New Jersey. In regard to this report, we have the following comments:

1.18.88 WAM/SEN Do you concur?

* Passaic & Harsimus Branch / Hudson St. Industrial
  This line generated 637 carloads in 1986, but Colgate-Palmolive, which plans to close this plant in 1988, generated 82 percent (523 carloads) of the total volume. A review of 1987 data indicates that only 6 non-Colgate-Palmolive carloads were handled. This suggests that an expedited abandonment may be possible if the remaining active customer(s) discontinue rail service or relocate.

* Elizabeth Secondary (M.P. 11.1 - M.P. 15.0)
  An expedited abandonment of this line is possible. One carload was reported for Roselle Paper in 1986. There are no other active customers.

* Sayreville Running Track (M.P. 12.0 - M.P. 12.3)
  This line was eliminated from the monitoring list because an expedited abandonment is currently being prepared.

* Manufacturer's Extension Ind.Trk.(M.P. 0.0 - M.P. 0.9)
  Poor economics of this line are the result of high volume, but low revenue, scrap paper from Woodbridge, NJ. Average revenue for 413 carloads of this traffic amounted to $378 per carload but COSAC LTV costs average $610 per carload.

Please contact me if your have any questions regarding this report.

LEO/dmw

Attachments

CONRAIL LINE SCREENING SUMMARIES

(ALL DOLLARS IN THOUSANDS)

14 - 1420 NJ PASSAIC & HARSIMUS/HUDSON ST CLUSTER:
STATION FROM: C. P. WALDO MP: 0.0
STATION TO: JERSEY CITY MP: 0.0 LENGTH: 2.5 MILES

COMMENT: COLGATE PALMOLIVE TO CLOSE IN 1988 1987 REHAB: $ 0.0

YEAR	CARS	CUSTMR	REVENUE	CONTRIB	REV/COST	REV/MILE	REHAB	CODE
1983	2,356	2 / 6	$ 4,146.8	$1,552.3	1.60	$1658.7	$ 0.0	
1984	1,350	1 / 6	2,867.7	973.1	1.51	1147.1	0.0	
1985	1,205	1 / 4	2,592.6	1,071.3	1.70	1037.0	0.0	
1986	637	1 / 4	1,454.2	559.9	1.63	581.7	0.0	

****

14 - 0215 NJ SOUTHERN SEC./TOMS RIVER I.T. CLUSTER:
STATION FROM: SOUTH LAKEWOOD MP: 0.0
STATION TO: TOMS RIVER MP: 0.0 LENGTH: 7.9 MILES

COMMENT: KEY CUSTOMER IS CIBA-GEIGY 1987 REHAB: $ 158.6 I

YEAR	CARS	CUSTMR	REVENUE	CONTRIB	REV/COST	REV/MILE	REHAB	CODE
1983	552	1 / 4	$ 1,363.2	$ 572.4	1.72	$ 172.6	$ 0.0	
1984	454	1 / 4	1,132.6	527.0	1.87	143.4	0.0	
1985	307	1 / 4	589.0	249.3	1.73	74.6	158.5	I
1986	304	1 / 4	590.1	235.9	1.67	74.7	179.8	I

****

TOTAL FOR THE STATE OF NEW JERSEY: ROUTE MILES: 16.3

CONRAIL LINE SCREENING SUMMARIES

(ALL DOLLARS IN THOUSANDS)

11 - 9909 NJ CLAYVILLE I. T. CLUSTER:
STATION FROM: MP: 0.0
STATION TO: CLAYVILLE MP: 1.1 LENGTH: 1.1 MILES

COMMENT: KEY CUSTOMER IS JESSIE MORIE 1987 REHAB: $ 0.0

YEAR	CARS	CUSTMR	REVENUE	CONTRIB	REV/COST	REV/MILE	REHAB	CODE
1983	238	1 / 2	$ 279.0	$ 79.4	1.40	$ 253.6	$ 0.0	
1984	140	1 / 2	184.3	45.2	1.32	167.5	0.0	
1985	141	1 / 2	198.0	77.3	1.64	180.0	0.0	
1986	77	1 / 2	108.2	38.5	1.55	98.4	0.0	

****

14 - 0201 NJ ELIZABETH SEC. CLUSTER:
STATION FROM: ELIZABETH MP: 11.1
STATION TO: ALDENE MP: 15.0 LENGTH: 3.9 MILES

COMMENT: 1987 REHAB: $ 0.0

YEAR	CARS	CUSTMR	REVENUE	CONTRIB	REV/COST	REV/MILE	REHAB	CODE
1983	38	2 / 4	$ 30.4	$ 2.3	1.08	$ 7.8	$ 0.0	
1984	9	1 / 2	6.6	0.9	1.16	1.7	0.0	
1985	0	0 / 0	0.0	0.0	0.00	0.0	0.0	
1986	1	1 / 1	2.1	0.9	1.75	0.5	0.0	

****

14 - 0233 NJ MANUFACTURER'S EXT. I. T. CLUSTER:
STATION FROM: MP: 0.0
STATION TO: NEWARK MP: 0.9 LENGTH: 0.9 MILES

COMMENT: KEY CUSTOMER IS RECYCLED FIBERS 1987 REHAB: $ 594.0 F

YEAR	CARS	CUSTMR	REVENUE	CONTRIB	REV/COST	REV/MILE	REHAB	CODE
1983	228	0 / 7	$ 296.7	$ 44.8	1.18	$ 329.7	$ 0.0	
1984	117	3 / 6	166.3	18.6	1.13	184.8	0.0	
1985	470	1 / 6	324.8	-27.9	0.92	360.9	0.0	
1986	505	1 / 6	287.9	-64.1	0.82	319.9	0.0	

****

Exhibit 1

0 55

Hudson Street Track

(Dollars in Thousands)

Customer	12 Months Ended 9/84 Carloads	Conrail Revenue
Colgate Palmolive	1,068	$2,681
* W. J. Morris	186	155
* Refined Onyx	107	183
* "B" Line Trucking	41	75
* Manischewitz	35	34
	1,437	$3,128
Customers Which Will Relocate		
Chicago Shippers	1,403	$1,753
Elk Warehouse	364	287
	1,767	$2,040
Total	3,204	$5,168

* Customers remaining on this line.

TJMc/Costing
1/17/85

Copies to C. A. Bassani
S. E. Nadler
P. D. Cohen
from
G. M. Williams, Jr.
1-29-85

0 53

G-4 RS 1-80

MEMORANDUM

CONRAIL

DATE January 28, 1985

TO R. B. Hasselman
Room 1740

FROM J. F. Folk
Room 950

SUBJECT Passaic & Harsimus Branch / Hudson Street Track, Jersey City, NJ

PHONE

FILE

As you requested, we have analyzed the Passaic & Harsimus Branch and Hudson Street Track, which are used to serve Colgate Palmolive Corporation. There are six other customers on the line, however, the Sales Department advises that Jersey City has initiated condemnation procedures towards the property of Chicago Shippers and Elk Warehouse.* Chicago Shippers and Elk Warehouse expect to receive official condemnation notices within the next month. For the 12-month period ended September, 1984, these two customers accounted for 1,767 carloads, $2 million in revenue and $400,000 in contribution. The Sales Department advises that these two customers hope to relocate on Conrail in the same general area.

Our analysis excludes all traffic for Chicago Shippers and Elk Warehouse. Following are the economics of the remaining traffic for the 12-month period ended September, 1984:

(Dollars in Thousands)

Carloads	1,437
Conrail Revenue	$3,128
Operating Costs	$2,112
Rehab Requirements:	
Total	$ 581
Annual	$ 169
Contribution:	
Pre-Rehab	$1,016
Post-Rehab	$ 847
Rev/Cost Ratio:	
Pre-Rehab	1.48
Post-Rehab	1.37

* Refer to Exhibit 1 for customers, traffic levels and revenues for the 12 months ending September, 1984.

0 54

As indicated in the table, the traffic generates $1 million in annual pre-rehab contribution and a revenue/cost ratio of 1.48. On a post-rehab basis, the traffic generates $847,000 in annual contribution with a 1.37 revenue/cost ratio. Total rehab is estimated to be $581,000.

Colgate Palmolive, with 1,068 carloads, is the major customer on the line. Currently, Colgate produces cleansing powders at this plant. Regional Market Development informs us that Colgate has announced they will cease all operations at this Jersey City plant within three years. This closing, together with the planned relocation of Chicago Shippers, will leave four remaining customers on the line, accounting for 369 annual carloads, $447,000 in Conrail revenue, and $12,000 in pre-rehab contribution (see Exhibit 1 attached customer list).

Given Colgate's planned closing, building a connection from the Edgewater Branch to the Hudson Street Track would not seem to be a viable option for alternative service. In July 1982, the Division Engineer estimated the cost of constructing a connection and rehab on the Edgewater Branch to be $500,000. This estimate excluded any cost for required land puchase. The Marketing Department has examined the potential of serving Colgate via Conrail's flexi-flo operation. Results of Marketing's initial review indicate approximately 65 percent (700 carloads) of Colgate's traffic could be converted to flexi-flo and continue to produce a positive contribution. The remaining traffic (368 carloads) would probably divert to truck.

Please advise if you require additional information.

TJMc/mk

Attachment

cc: J. A. Hagen
C. N. Marshall
R. J. Conway
G. M. Williams
J. R. Stanek

0 59

From: John K. Fiorilla [mailto:jfiorilla@capehart.com]
Sent: Monday, July 11, 2005 1:27 PM
To: Bridget McLaughlin
Cc: Ryan, Bob; calampi@alampi-law.com
Subject: July 13 Sale Enbankment Jersey City

Bridget: I spoke to Carmine this morning and after consultation with my client I would appreciate if you would let him know the following:

1. Real Estate transfer tax is NOT exempt from payment since this is not active railroad property. However our agreement with your client indicates that the buyer will pay this tax regardless of what the local custom is.

2. Regarding real estate tax adjustments, we are working on these and should have them by the end of the day.

3. Regarding the tax declarations faxed to us they appear to apply only to individuals and not corporations. Our client indicated that they recently checked the box regarding the fact that it was not a an individual, estate or trust and was exempt. I note that we would sign both that form and the non residency form but there is no withholding.

4. We are obtaining copy of thet tax bill for Block 446 Lot 18a as Carmine requested.

5. Conrail will NOT provide an affidavit of title since the deeds involved are quitclaim deeds and this is mentioned in the contract for sale.

6. The properties abandoned constituted "Spur tracks" over which the STB and previously the ICC had no authority pursuant to 49 USC§ 10906. Therefore no formal abandonment of the property was ever filed. (I have attached a copy of that section of the 49 USC to this email).

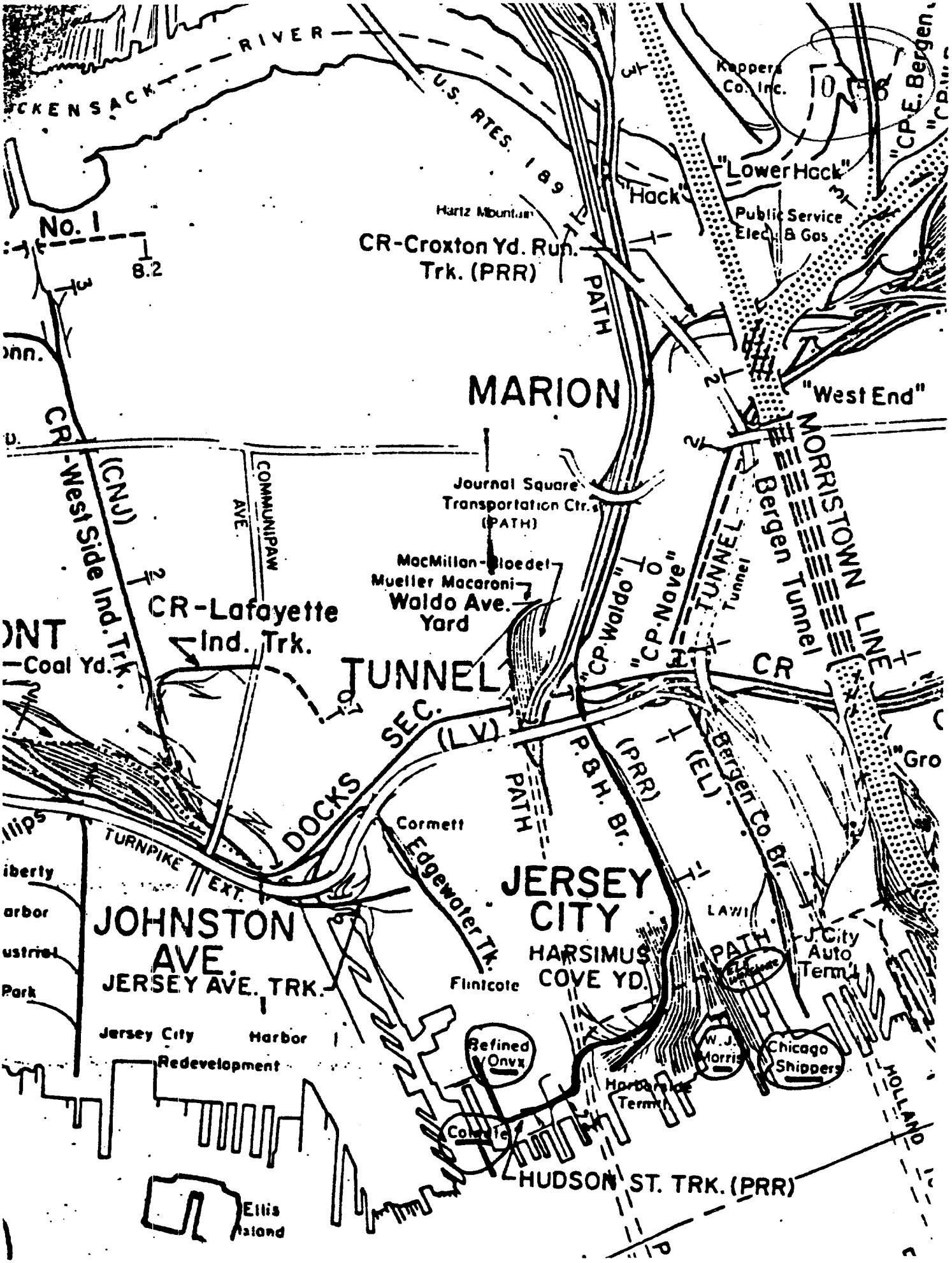
7. Regarding the payment of the moneys owed, we have sent the info regarding wiring the funds to our account. Later this week we will wire to your account $ 1,000,000 from our client Conrail to your trust account on behalf of Steve Hyman reflecting option funds held by our client Conrail in this matter. Please confirm that we can send a letter with wording like this later in the week. We will also send a check for the amount of the real estate transfer tax which will have been sent to us along with the $ 3,000,000 from the bank so that your firm can pay those charges on behalf of the buyers pursuant to the agreement of sale.

Let me know if you have any comments regarding this.

John K. Fiorilla, Esq.
Capehart & Scatchard P.A.
8000 Midlantic Drive, Suite 300
Mount Laurel, NJ 08054

****Confidentiality Note****
This transmission is intended only for the addressee, and may contain privileged and/or confidential information from the law firm of Capehart & Scatchard, P.A. If you are not the intended recipient, please do not use, disseminate, or copy this material. If you have received this transmission in error, please notify us immediately by telephone, return this transmission, and delete or destroy any copies.

Thank you.

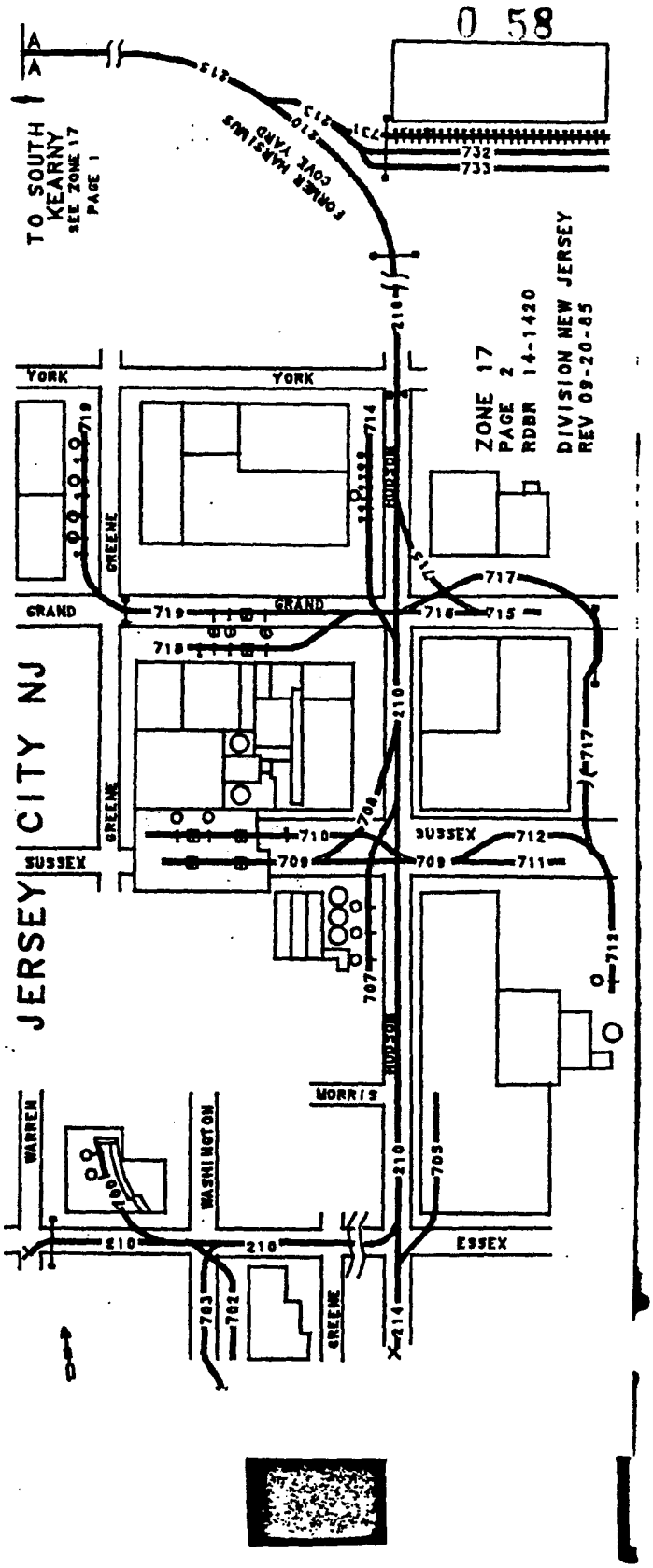

RIVER
U.S. RTES. 1 & 9
Kappers Co. Inc.
"CP-E. Bergen"
"Lower Hack"
Hack"
Public Service Elec. & Gas
No. 1
8.2
CR-Croxton Yd. Run. Trk. (PRR)
PATH
MARION
"West End"
MORRISTOWN LINE
Bergen Tunnel
CR-West Side Ind. Trk. (CNJ)
COMMUNIPAW AVE.
Journal Square Transportation Ctr. (PATH)
MacMillan-Bloedel
Mueller Macaroni
Waldo Ave. Yard
CR-Lafayette Ind. Trk.
"CP-Waldo"
"CP-Nave"
TUNNEL
Tunnel
Coal Yd.
TUNNEL
CR
DOCKS
SEC.
(LV)
P.B.H. Br. (PRR)
(EL)
Bergen Co. Br.
PATH
Cormett
Edgewater Tk.
TURNPIKE EXT.
JOHNSTON AVE.
JERSEY AVE. TRK.
JERSEY CITY
HARSIMUS COVE YD.
Flintcote
J. City Auto Term'l
Jersey City Harbor Redevelopment
Refined Onyx
W. J. Harris
Chicago Shippers
HOLLAND
HUDSON ST. TRK. (PRR)
Ellis Island

ZONE 17

PAGE 2

17 210 00 00 Hudson St. Industrial
17 213 00 00 Harsimus Cover #3 Ladder
17 214 00 00 Switching Lead
17 215 00 00 Harsimus Cove Elevation Track
17 700 01 02 Onyx
17 702 99 99 Vacant (Colgate Sugar House)
17 703 99 99 Vacant
17 705 99 99 Colgate Palmolive
17 707 01 03 Colgate Palmolive-New Yard
17 708 99 99 Colgate Palmolive-Switching Lead
17 709 01 02 Colgate Palmolive - South
17 710 01 05 Colgate Palmolive - North
17 711 99 99 Colgate Palmolive
17 712 01 01 Colgate Palmolive
17 714 01 07 Colgate Palmolive
17 715 99 99 Colgate Palmolive-Switching Lead
17 716 99 99 Colgate Palmolive-Switching Lead
17 717 99 99 Colgate Palmolive - Scale Track
17 718 01 05 Colgate Palmolive-Insadie Track
17 719 01 11 Colgate Palmolive-Outside Track
17 731 01 28 W. J. Morris
17 732 99 99 W. J. Morris
17 733 99 99 W. J. Morris

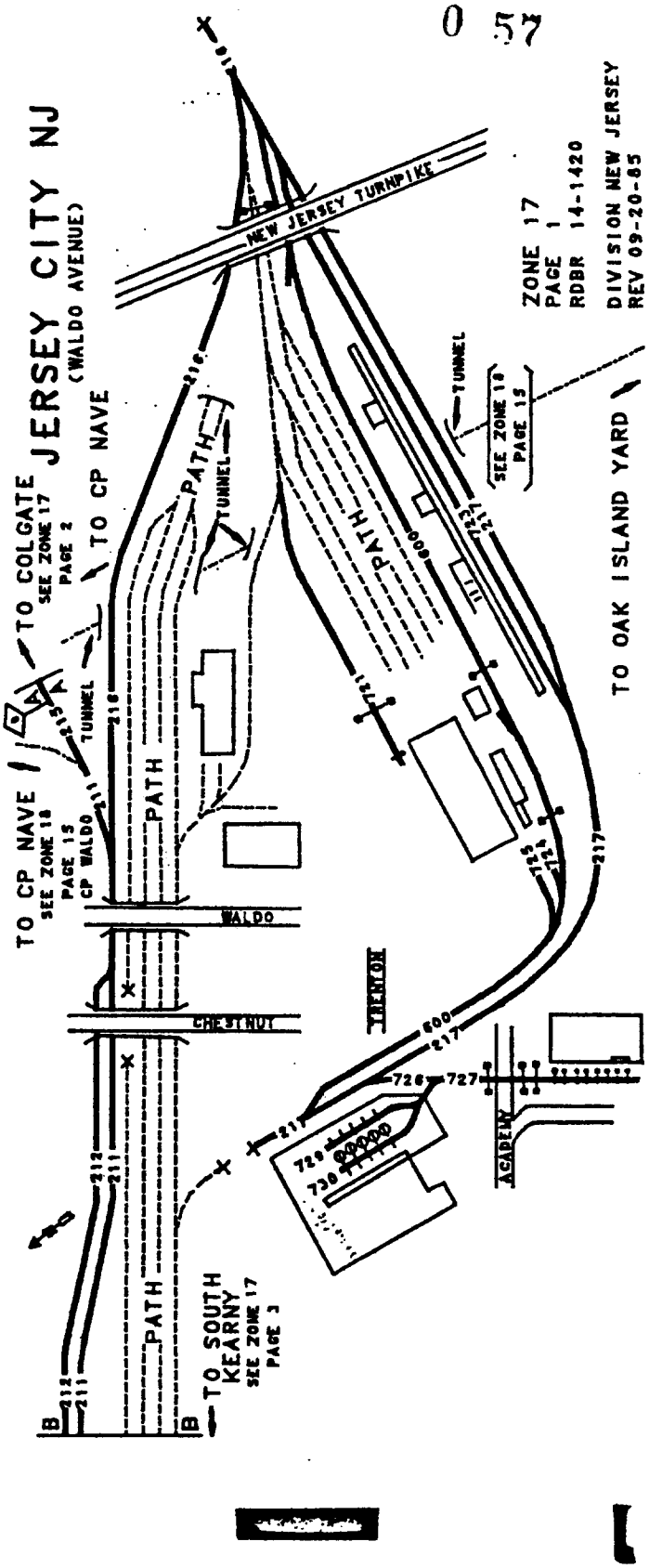
maintenance ?



ZONE 17

PAGE 1 of 11

17 211 00 00 Passaic & Harsimus Line #1
17 212 00 00 Passaic & Harsimus Line #2
17 215 00 00 Harsimus Cove Elevation Track
17 216 00 00 Waldo Ave. Yard Lead
17 217 00 00 Switching Lead/Runaround
17 600 00 00 Waldo Ave. Yard
17 721 01 01 MacMillan Bloedel Containers
17 723 99 99 MacMillan Bloedel Containers
17 723 99 99 Oliveri Sons
17 724 99 99 Vacant
17 725 99 99 Vacant
17 726 99 99 Mueller/Block Drug Lead
17 727 01 08 Block Drug
17 729 01 05 C. F. Mueller
17 730 01 05 C. F. Mueller



CAPEHART SCATCHARD

0 60

John K. Fiorilla
856.914.2054
jfiorilla@capehart.com

October 4, 2005

Via Fax and Regular Mail
Carmine R. Alampi, Esq.
Carmine R. Alampi, L.L.C.
Suite 404
1 University Plaza
Hackensack, NJ 07601

Re: Consolidated Rail Corporation - Jersey City Railroad Embankment
Consolidated Rail Corporation to S.L.H. Holding Company, Inc.
Our File No. 0476.50485

Dear Carmine:

Recently, I met with our clients and reviewed with them the status of the abandonment of the line that formerly traversed the Jersey City Embankment parcels. Based upon this review, the line at issue was reviewed and we continue to be confident that it was properly abandoned under the governing criteria for Spur Lines under the applicable federal statute and that no filing was required before the Interstate Commerce Commission at that time (nor would there be any requirement to file before the Surface Transportation Board at this time).

In any event, since the City of Jersey City and the State of New Jersey were given the opportunity to purchase the parcels and specifically decided NOT to purchase same, the sale to your client should not be disturbed. Neither the City, nor the State has been disadvantaged in any way by Conrail's abandonment of the property. It was offered for sale to the City and the City chose not to bid. The City still has the right to legally condemn the property should it so choose. Accordingly, the ICC/STB issue, we respectfully submit, is a red herring.

Please call me if you have any further questions.

Sincerely,
CAPEHART & SCATCHARD, P.A.

John K. Fiorilla

JKF/ajd
cc: Jonathan M. Broder, Esq.
Mr. Robert W. Ryan
AJD\508696

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB 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 DECLARATORY ORDER

CONSOLIDATED RAIL CORPORATION'S RESPONSE AND OBJECTIONS TO REQUESTS FOR PRODUCTION, REQUESTS FOR ADMISSION, AND INTERROGATORY ON BEHALF OF CITY OF JERSEY CITY, ET AL.

Subject to the objections stated below, Consolidated Rail Corporation ("Conrail") hereby responds to the requests for production, requests for admission, and interrogatory served by Jersey City, et al., on February 13, 2006, in the above-captioned matter.

General Objections

1. Conrail objects to requests for documents from Conrail's "predecessors," as defined by Jersey City, et al., as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Conrail is not a successor to any other railroad, and Conrail does not maintain files for railroads that had assets that were transferred to Conrail upon its formation. Notwithstanding the foregoing, where Jersey City, et al. has asked for maps "for Conrail or any predecessor to Conrail" (Document Request Nos. 1 and 3), and Conrail has relevant maps that were originally created by another railroad, Conrail is producing those maps.

2. Conrail objects to requests for production of documents that are protected by the attorney-client privilege, the attorney work product privilege, or the joint defense privilege.

Conrail will provide a privilege log for materials protected by the attorney-client and work product privileges that pre-date Conrail's learning in November 2005 that Jersey City had taken steps to initiate litigation against Conrail. As to documents created after that time, Conrail objects to providing a log of documents protected by the attorney-client, work product, or joint defense privileges, because such a log could reveal privileged information about Conrail's litigation strategy.

3. Conrail objects to Jersey City, et al.'s use of the term "Harsimus Branch." Jersey City defines "Harsimus Branch" as "CP Waldo to Luis Munoz Boulevard (formerly Henderson Street)." Document Request Nos. 5, 6, 8, and 9. Conrail's responses assume that definition, but Conrail does not agree with that definition.

4. By producing these documents, Conrail does not concede that the documents are properly discoverable or admissible. Conrail reserves the right the object to further discovery regarding the same subject matter as Jersey City, et al.'s requests, and to object to the introduction into evidence of documents produced in response thereto.

Responses and Objections to Specific Requests for Production

1-3. Conrail is producing numerous valuation maps, ZTS maps, and vicinity maps, and track charts materials for 1977, 1982, 1987, and 1999. Conrail has not been able to locate track chart materials for 1980, but Conrail does not at this time intend to contest the authenticity of the 1980 track chart materials that Jersey City, et al. attached to its Requests for Admission. Conrail's track chart materials are updated periodically, and Conrail has track chart materials for some other years after 1977 at its offices in Mt. Laurel, New Jersey, but Conrail objects to having to duplicate or transport to the offices of Jersey City, et al.'s counsel those additional track chart materials on the basis of burden and relevance. Conrail believes that the track chart

materials it is providing for 1977, 1982, 1987, and 1999 are more than adequate for any purpose Jersey City, et al. may have in requesting such materials. If counsel for Jersey City, et al. are not satisfied with those track chart materials, they may contact counsel for Conrail to make arrangements to review materials for other years, insofar as they exist, in Conrail's Mt. Laurel offices. Finally, Conrail is not producing materials from the Final System Plan, because it is apparent that Jersey City, et al. already has access to those materials, which are in the public domain.

4. Conrail has found no documents in its possession or control in which the enumerated entities expressly "took the position" that the property at issue was not a "line of railroad"; however, as noted in Conrail's Reply to the Petition for Declaratory Order of Jersey City, Et Al., filed February 1, 2006, the City and others have taken numerous actions that are inconsistent with its current position.

5. The determination whether particular trackage is a "spur" or other type of trackage that is not a "line of railroad" is a legal determination. Insofar as this document request seeks the opinions or work product of counsel for Conrail, Conrail objects to producing documents containing such opinion or work product on the grounds of attorney-client privilege and the work product doctrine. Further, there is no need for a line to be "classified" as a spur to be a spur. Conrail has one non-privileged spreadsheet—showing dates of determinations that certain lines, including the trackage at issue here, were or were not spurs—which Conrail is producing in response to this document request.

6. Conrail has some documents showing the number of cars shipped over the trackage at issue in the early to mid-1980's, which Conrail is producing. (There was no traffic on this trackage after the mid-1980s.) The only other material Conrail has that could contain

traffic information, after Conrail began operations in 1976, are old computer tapes that Conrail believes are in storage, that operated on a system that Conrail has not used for many years, and that could not be read without a special study using specialized software, hardware, and information technology expertise that Conrail does not maintain and will not pay for. Even if the tapes could be found and could be read, Conrail can make no representation regarding what years would be available or whether the traffic information could be segregated to display the information sought by Jersey City, et al. Accordingly, Conrail objects to providing these tapes, assuming they still exist, on grounds of undue burden and relevance.

7. Conrail is producing the requested deed and attached maps, although these are also available in the public domain.

8. The only contracts between Conrail and the intervenor LLC's in this proceeding are the quitclaim deeds that Jersey City, et al. attached to its Petition for a Declaratory Order, filed January 11, 2006. Since Jersey City, et al. already has these documents, Conrail is not producing them.

9. Conrail is producing responsive communications between counsel for Conrail and counsel for the intervenor LLC's that predate Conrail's learning in November 2005 that Jersey City had taken steps to initiate litigation against Conrail. After that, communications between representatives of the intervenor LLC's and representatives of Conrail concerned their shared interest in defending against both the imminent and actual litigation—not only at the STB but also before the Superior Court of New Jersey—and those communications are protected by the joint defense privilege. Accordingly, Conrail objects to producing them.

10. There are no such documents, either before or after Conrail's learning in November 2005 that Jersey City had taken steps to initiate litigation against Conrail. If there

were any such documents after that point, Conrail would object to producing them under the joint defense privilege.

11. The document identified in Conrail's response to Jersey City, et al.'s interrogatory is attached to Jersey City, et al.'s discovery as Appendix III.

Responses and Objections to Particular Requests for Admission

1. Conrail has been unable to locate the 1980 track chart materials attached as Appendix I. Nevertheless, Conrail at this time does not intend to challenge the authenticity of those materials.

2. Conrail does not admit this.

Responses and Objections to Particular Interrogatory

1. The track chart attached as Appendix III to Jersey City, et al.'s discovery contains a number of rail lines, spurs, yards, and other types of trackage, not a single "line" as stated in Jersey City, et al.'s Request for Admissions No. 2.

Respectfully submitted,

Jonathan M. Broder
CONSOLIDATED RAIL CORPORATION
2 Commerce Square
2001 Market Street
Philadelphia, PA 19101
(215) 209-5020

Robert M. Jenkins III
MAYER, BROWN, ROWE & MAW LLP
1909 K Street, NW
Washington, DC 20006
(202) 263-3261

Attorneys for Consolidated Rail Corporation

February 27, 2006

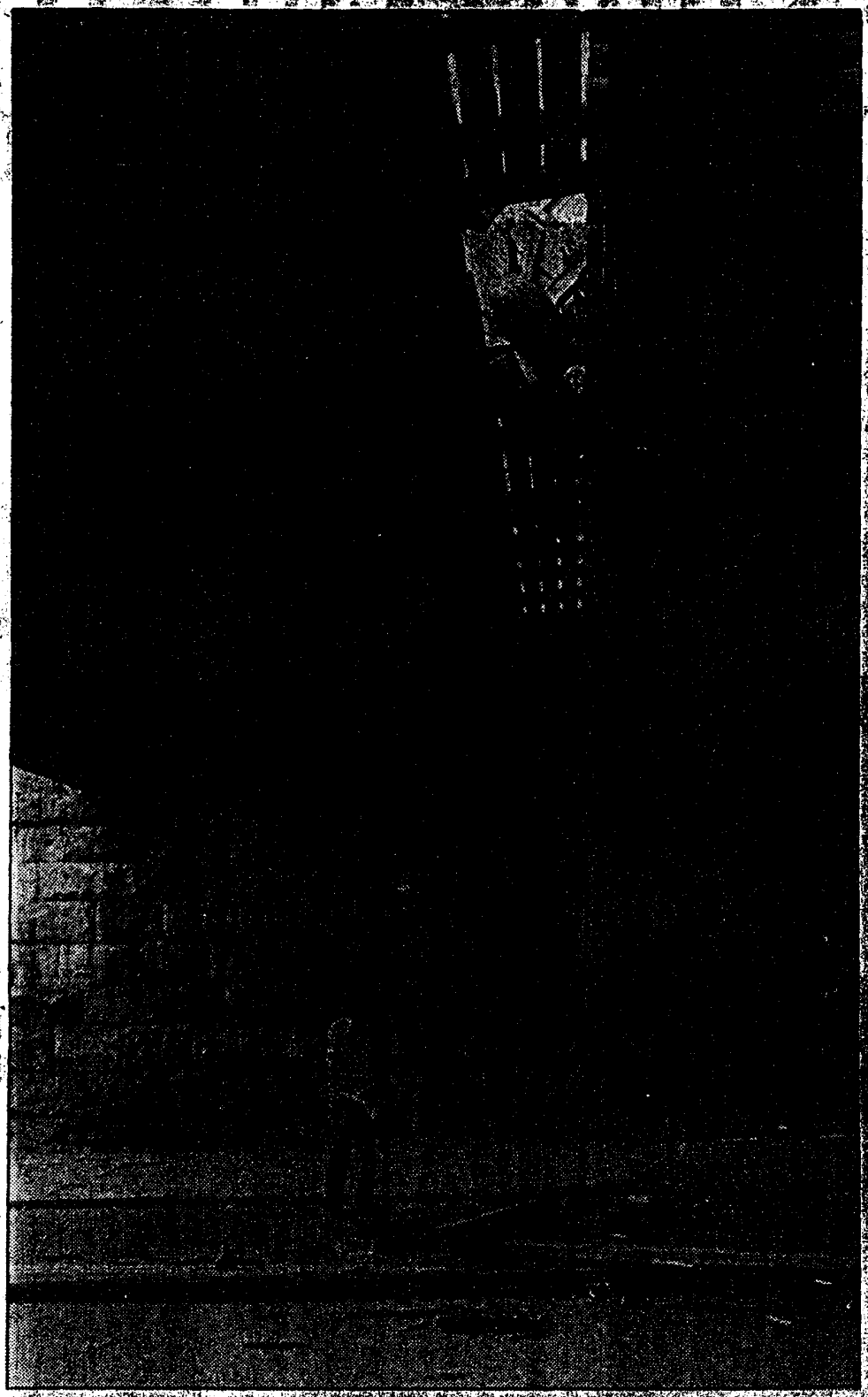
DOCKET NO. 34818

JERSEY CITY, ET AL. – PETITION FOR DECLARATORY ORDER

PRIVILEGE LOG

FROM	TO	DATE
J.J. Paylor	J.R. Beard	April 14, 1994

Appendix II



Journal photo by Scott Lituchy

Heads up!

A conrail worker inspects a back hoe that fell through wooden planks of an unused train trestle yesterday afternoon over Jersey Avenue between Fifth and Sixth streets. The street was closed to traffic and pedestrians. No injuries were reported.

JERSEY JOURNAL
FEB 12, 1992

CITY OF JERSEY CITY
OFFICE OF THE CITY CLERK
Interdepartmental Memorandum

DATE: February 13, 1992

TO: Gerald Nissen, Municipal Engineer

FROM: Robert Byrne, City Clerk

SUBJECT: Elevated Rail line parallel to Sixth Street

At the Municipal Council meeting of February 11th, there was a discussion as to the dangerous condition of the elevated Conrail line that runs along Sixth Street.

Of particular concern is the condition of the structure over Jersey Avenue where a railroad tie fell to the sidewalk beneath on Monday.

Please have the structure inspected and report to the Council your findings.

Thank you.

RB:ja
cc: President and Members of the Municipal Council
Frederick Tomkins, Business Administrator

RECEIVED
FEB 14 AM 10:3
CITY OF JERSEY CITY
ENGINEERING

Department of Administration
INTEROFFICE MEMORANDUM

DATE: **14 February 1992**

TO: **Councilman Jaime Vazquez**

FROM: **Tom Golodik, Department of Administration**

SUBJECT: **Conrail Sixth Street line**

I have investigated the use of the rail lines running adjacent to Sixth Street by Conrail. Although there are four tracks along this right-of-way, Conrail uses only one of them. This line is not abandoned now, although the railroad does plan to abandon the line with the completion of the Marion Junction. Conrail uses the line to service one customer, American President Lines, a container shipping company in Kearny. If you review the atached map, you can see that the Sixth Street line (in pink) provides the railroad with the ability to make a "K" turn. This is necessary because the track indicated by the yellow marker does not now exist, but will be constructed as part of the Marion Junction work. This is expected to be completed within one year. Once that section of track is complete, the Sixth Street line will be abandoned.

As a result of your request at the 11 February council meeting, I have discussed the situation with the Engineering Division and Law Department. As a result of that meeting, city engineer's office will put Conrail on notice of our extreme concern regarding the safety of pedestrians and motorists following these two incidents. (Police reports attached.) We have asked for an immediate survey by Conrail of the various overpasses that this line utilizes. This should be done in conjunction with the Engineering Division. I will forward you a copy of the letter from the Engineer as soon as I receive it.

I have also asked engineering to determine, if possible, the normal length of the trains serving APL to determine if the use of the Sixth Street Line through Downtown is required.

cc: Cheryl Allen-Munley, Assistant Municipal Engineer

Jersey City Police Dept. | Loc. 0906 | 547-5405 | # 5349-92

Train Derailment

City of Jersey City

DATE AND TIME: 2/7/92 0850 | At 0900

280 Grove St. Jersey City, N.J.

Monmouth St. bet. 5th and 6th Sts.

Jersey City | Hudson | 0906

P.O.'s Quirk & White | 2/8/92 0300

8 Erie St. J.C., N.J. | 547-5405

see below.

VALUE STOLEN PROPERTY	40. Currency	41. Jewelry	42. Furs	43. Clothing	44. Auto	45. Miscellaneous
	N/A	N/A	N/A	N/A	N/A	N/A

46. Total Value Stolen: N/A | 47. Total Value Recovered: N/A

61. Weather: clear/cold

List Arrested/Summoned—List and identify additional victims—Describe perpetrators or subjects—Date action taken including findings and observations of investigators—Physical evidence found—Where, by whom—Disposition and technical services performed—Interview of Victims—Witnesses—Persons contacted—Suspects—Attach statements—Court Action—All NCIC Entry/Inquiries—Prisoner Disposition. Use continuation page if additional space is needed. Attach to this report.

61. No. Arrested	62. Adult	63. Juvenile	64. Status Crime	65. Status Code	66.	67.
N/A			N/A	active		

68. Name | ADDRESS OF ARRESTED/SUMMONED | 69. Age | 70. Sex | 71. Race | 72. D.O.B.

Narrative

At the above time and date U/S was travelling north on Monmouth St. when we observed a train derailment on overpass (Monmouth bet. 5th & 6th) belonging to Conrail, wooden debris and a set of rail car wheels lay all across Monmouth bel overpass. It was determined later that it was a thirty(30) car derailment and from Conrail P.D.(Gillen, Hannigan & Schmidt) there was no hazardous material o board. N/E Sgt. Taylor notified and on the scene. Also present at the scene we:

Trainmaster Bernie Connally — Conrail Crew SK-65
Wreckmaster Hilton — Train TF-203K(150 cars)
Capt. Paulich(Conrail P.D.)
Capt. Keenan(J.C.P.D.)

B.C.I. also responded for photos.

No Injuries(M.C. Clyde Lewis also on scene.)

73. Rank/Name (Typed): P.O. Richard Quirk #1295 — P.O. Jay White #2346
Signature: Quirk

74. Badge No: 301 | 75. Page 1 of 1 Pages | 76. Date of Report: 2/8/92 | 77. Reviewed by: Sgt. White

DISTRICT COPY

Jersey City Police Dept. | District: EAST | Code: 0906 | 75408 | 6039-92

Classification: PROPERTY DAMAGE ACCIDENT COLLAPSE

V.I. Status: NA NA

Victim (Last, First, Middle, Label): CABLE TV of JERSEY CITY

Social Security Number	24. D.O.B.	25. Sex	26. Race
NA	NA	NA	NA

DATE AND TIME: 7. Shift: D | 8. Hour: 1500 | 9. Day: 03 | 10. Mo.: 02 | 11. Date: 11 | 12. Yr.: 92

27. Victim's Address (City, State, Zip): 43 PROSPECT ST. E.ORANGE,NJ 07017 — Phone and Ext. No.: 201-915-0500

13. Crime/Incident Location: JERSEY AVE. btwn 9th and 6th Sts.

28. Employer/Address: NA — Phone and Ext. No.: NA

14. Municipality: Jersey City | 15. County: Hudson | 16. Code: 0906

29. Person Reporting Crime/Incident: CONRAIL — 30. Date and Time: 2-11-92/1500hrs.

17. Type of Premises: STREET | 18. Code: 01 | 19. Weapons - Tools: NA | 20. Code: —

31. Address: — Phone and Ext. No.: —

32. Modus Operandi/Items Connected: SEE NARRATIVE.....

33. Vehicle	34. Year	35. Make	36. Body Type	37. Color	38. Registration Number and State	39. Serial Number or Identification
—	91	CHEVY	VAN	WHT.	XY26AE—NJ	1GCDM15Z1MB141446

VALUE STOLEN PROPERTY	40. Currency	41. Jewelry	42. Furs	43. Clothing	44. Autos	45. Miscellaneous
	NA	NA	NA	NA	NA	NA

46. Total Value Stolen	47. Total Value Recovered	48. Teletype Alarm	49. Technical Services	50. Technician and Agency
NA	NA			

51. Weather	52.	53.	54.	55. Evidence ☐None	56. Disposition
CLEAR/COOL				YES NO ☐ ☐ NCIC ☐ ☐ Returned ☒ ☐ Returned ☐ ☐ Destroyed	YES NO ☐ ☐ Arrest Pending ☐ ☐ Teletype Pending ☐ ☐ Evidence Pending

57. Crime Lab. No.	58. Ballistics Lab. No.	59. MV Summ.	60.

List Arrested/Summoned–List and identify additional victims–Describe perpetrators or subjects–Date action taken including findings and observations of investigators–Physical evidence found–Where, by whom–Disposition and technical services performed–Interview of Victims–Witnesses–Persons contacted–Suspects–Attach statements–Court Action–All NCIC Entry/Inquiries–Prisoner Disposition. Use continuation page if additional space is needed. Attach to this report.

61. No. Arrested	62. Adult	63. Juvenile	64. Status Crime	65. Status Case	66	67.
—0—	—0—	—0—	CLOSED	CLOSED	—	

68. Name	ADDRESS OF ARRESTED/SUMMONED	69. Age	70. Sex	71. Race	72. D.O.B.
NA	NA	NA	NA	NA	NA

Narrative:

On the above date at the above time Jim Faulkner of 96 Bidwell Ave. JC,NJ Tele#201-915-0500 stated that he was driving the above mentioned vehicle south o Jersey Ave. between 6th and 5th sts. when large pieces of wood fell from the tra trestel above. The vehicle sustained damage to the hood, grill, left fender, roo and light beacon. John Laky, assistant supervisor for Conrail, responded to the scene. Also at the scene were M/E Sgt. O'Neil, Emergency squad and city Captain Killen. The debris was removed by Conrail and Mr. Laky declared the bridge safe at 1605hrs. Roadway was re-opened to traffic.

73. Rank/Name (Type)	74. Badge No.	75. Page	76. Date of Report
P.O.WALTER J. MITCHELL	1839	1 of 1 Pages	2-11-92
Signature	Unit: POST-8	78.	77. Approved By:

DISTRICT COPY

CITY OF
JERSEY CITY
DIVISION OF ENGINEERING

GERALD J. NISSEN, P.E., P.P.
DIRECTOR OF ENGINEERING

280 GROVE STREET
JERSEY CITY, NJ 07302
(201) 547-4412

February 19, 1992

Mr. Ronald Conway
Division General Manager
CONRAIL
Mount Laurel Corporate Center
100 Howard Blvd.
Mt. Laurel, NJ 08054-2355

Mr. Bruce G. Willbrant
System Engineer, Maintenance of Way
CONRAIL
1646 Pennsylvania Center.
Philadelphia, PA 19102

Re: Harsimus Branch Line

Gentlemen:

In the past week, two emergencies took place on the Sixth Street portion of the Harsimus Branch Line which traverses downtown Jersey City. For you information, please see the attached police reports. While repairing track after the derailment, Conrail's construction crew dislodged heavy debris which fell to the street below. Fortunately, aside from damage to an automobile, no one was hurt. Nevertheless, the community is deeply troubled.

Today, two engineers on my staff walked the entire length of track from Henderson Street to Monmouth Street. These photos and field report, copies attached, describe dangerous conditions such as loose timbers, severely corroded structural members, failing retaining walls and numerous large and unprotected openings. These hazards may cause severe injury to pedestrians and motorists and/or property damage. This is also a liability issue which Conrail cannot ignore.

At the request of our City Council, I must inform you that this endangerment of our citizens cannot continue. At a minimum the following actions should be undertaken:

1. Of the seven original tracks, only one remains in operation. In the interest of public safety, remove or stabilize all superfluous structure. Remove all excess debris from bridge trestles.

2. Conduct an immediate inspection of all bridges crossing public rights-of-way by a licensed engineer. Forward copies of these inspections directly to the Municipal Engineer. Notify him immediately if a hazardous condition is identified. The New Jersey Bridge

Inspection Program requires biannual bridge inspection by licensed engineers. Please supply these reports for all railroad bridges located within Jersey City.

3. Obtain building permits from the Jersey City Construction Official for all new construction and reconstruction work. Notify Jersey City prior to maintenance of any superstructure crossing city rights-of-way. As required by local ordinance, the Municipal Engineer will determine the necessity of Conrail obtaining a street closing permit.

Very truly yours,

Cheryl Allen-Munley, P.E.
Asst. Municipal Engineer

Gerald J. Nissen, P.E.
Municipal Engineer
Division of Engineering

CC: Mayor Roman
Councilman Vasquez
Fred Tomkins, Business Administrator
Mark Munley, Director, HED
Joanne Monahan, Corporation Counsel
Mike Regan, Construction Official
Tom Golodik

CONRAIL®

RECEIVED
92 MAY 14 AM 10:33
CITY OF JERSEY CITY
ENGINEERING

92-008

May 11, 1992

Mr. Michael J. Regan
Construction Official
Department of Housing and
Economic Development
26 Journal Square - 4th Floor
Jersey City, NJ 07306

RE: Harsimus Branch Bridges

Dear Mr. Regan:

This is to confirm the inspection made on May 7, 1992, of the bridges carrying Conrail's Harsimus Branch over several streets in Jersey City.

In attendance were the following:

Ed Ciolko	-- Building Inspector, Jersey City
J. S. Richter,P.E.	-- Engineer-System Structures Inspection,Conrail
W. D. Linaberry	-- Assistant Division Engineer-Structures, Conrail

The following bridges were given a cursory inspection:

Undergrade Bridge	0.88	- Marin Boulevard
" "	0.80	- Manila Street
" "	0.71	- Erie Street
" "	0.62	- Jersey Avenue
" "	0.53	- Coles Street
" "	0.44	- Monmouth Street
" "	0.36	- Brunswick Avenue

These bridges were built for multiple tracks, but now carry one active track. The bridges are structurally sound and are adequate for the railroad traffic carried.

92-004

RECEIVED
92 MAY 11 AM 10:33
CITY OF JERSEY CITY
ENGINEERING

The deteriorated timber decking, steel lateral bracing, and debris that is loose and can fall from the bridges will be stabilized or removed.

The condition of the bridges and retaining walls will be monitored by inspection every 6 months.

Sincerely yours,

F. D. Day, P.E.-N.J.
System Engineer-
Structures Maintenance

1634 Six Penn Center Plaza
Philadelphia, PA 19103

cc: Mr. Gerald J. Nissen, P.E.
Municipal Engineer
Division of Engineering
280 Grove Street
Jersey City, NJ 07302

CITY OF JERSEY CITY
Division of Engineering

Job No. 92-008 Sheet No. 1 of 1
Date
By JM Job
Ch'd By Subject

DATE: MARCH 29, 1994
TO: JERRY NISSEN, P.E & ABDUS SATTI, P.E.
FROM: JOHN MUCIA
SUBJECT: REMOVAL OF CONRAIL 6TH ST. VIADUCT
Project No. 92-008

As per a field conversation on March 25, 1994, PAUL HOGAN, CONTI CONSTRUCTION CO. field ENGINEER ADVISED ME THAT MARION JUNCTION RAIL TIE IN will occur on WEDNESDAY MARCH 30, 1994.

As per a phone conversation on March 29, 1994, JIM MCLAUGHLIN of CONRAIL ADVISED ME THAT ONCE THE CONNECTION IS MADE, CONRAIL will seek to ABANDON SERVICE ON THE 6TH ST. VIADUCT ACCORDING to ICC RULES. IF IT IS A MAIN LINE ABANDONMENT, IT MUST BE REVIEWED AND APPROVED by the ICC. IF IT IS A STUB OR BRANCH LINE ABANDONMENT, IT DOESN'T NEED APPROVAL. Right now CONRAIL IS ASSUMING IT IS A BRANCH LINE ABANDONMENT AND ARE expecting A RULING by their Law Dept shortly. IF IT IS A BRANCH LINE, then IT will be ABANDONED IMMEDIATELY, RETRACED AND SOLD.

CONRAIL DOESN'T own the property EAST OF HENDERSON but just has an EASEMENT. EITHER NBC CAN pick up the TRACK AND put it ASIDE OUT OF their WAY OR CONRAIL CAN pick it up IF they(CR) NEED it RIGHT away.

The REST OF the VIADUCT AND BRIDGES are currently out to BID NOW. BIDS would be probably RECEIVED WITHIN A MONTH with DEMOLITION OF all the BRIDGES AND REMOVAL OF all RAIL by the SUMMER. AFTER THAT, CONRAIL will sell the FILL AND STONE. The SOIL would be tested but NO CONTAMINATION IS expected because the LINE WAS just RECEIVING AND RUNNING TRACKS with FREIGHT BOUND FOR NYC VIA the PIERS. AFTER THAT it would be FLAT LAND AND CONRAIL REAL ESTATE Dept IN Philly would TAKE over AND sell it. CONRAIL would APPRECIATE Jersey City's help with street closings AND CODS. JIM MCLAUGHLIN will RETIRE THURS AND REPLACED by JOE BOVA

CITY OF JERSEY CITY
Division of Engineering

Job No. _____ Sheet No. 1 of 1
Date _____ Job _____
By _____ Subject _____
Ch'd By _____

DATE: APRIL 14, 1994
TO: FILE
FROM: JOHN MUCHA, P.E., PRINCIPAL ENGINEER
SUBJECT: CONRAIL MARION JUNCTION
PROJECT NO. 89-032

The PASSAIC & HARSIMUS BRANCH WAS CONNECTED TO THE NORTHERN BRANCH IN the VICINITY OF the ST. PAUL'S AVENUE GRADE CROSSING ON WEDNESDAY APRIL 13, 1994.

AN OFFICIAL RIBBON CUTTING CEREMONY will be held ON FRIDAY APRIL 22, 1994 AT 11 AM.

cc: File 92-008 ✓

DATE: JUNE 13, 1994

TO: FILE

FROM: John Mucha JM.

SUBject: Removal of CONRAIL 6TH ST. VIADUCT (HARSIMUS COVE BRANCH)
Project No. 92-008

JOE BOVA of CONRAIL called today to advise that the demolition project for the 6TH ST. BRIDGES is currently out to BID with those BIDS to be recieved on FRIDAY JUNE 24, 1994. At that time, CONRAIL will file AN IFE? to retire the TRACK, get MONEY authorized for the project and award the contract. (3 wks) Construction could start around AUGUST 1, 1994 maybe even mid July if the process is put on a FAST TRACK schedule.

NATIONAL SALVAGE is continuing to remove all RAILS & TIES by RAIL and should be finished before BRIDGE demolition begins. The HENDERSON BRIDGE will be demolished first. After all the BRIDGES are removed, CONRAIL has no further plans to remove the embankments. CONRAIL may sell the property as is. It all depends on what Jersey City's intentions are. JERSEY City should make their intentions known what they would like to see done with the property.

CC: JERRY NIXON, PE

FILE: 92-008

07/10/1994 20:05 9088880172 FIORINA PAGE 01

Burns & Fiorina, Inc.

DEMOLITION CONTRACTOR

330 BAYVIEW AVENUE • UNION BEACH, N.J. 07735
(908) 888-1076

FAX (908) 888-0172

JULY 11,1

HUDSON EXCHANGE

NATIONAL BULK CARRIERS, INC.

ATTEN: G. UTLICH
P. PATEL

REMOVAL OF CONRAIL BRIDGES
LUIS MUNOZ MARTIN BLVD& 6TH ST.

CONTRACTOR WILL DEMOLISH BRIDGES AND REMOVE ALL SCRAP STEEL.

CONTRACTOR WILL REMOVE ALL CONCRETE AND DIRT FROM BRIDGES AND PLACE ON NATIONAL BULK PROPERTY.

CONTRACTOR WILL HAVE TWO MILLION INSURANCE POLICY ISSUED TO OWNERS. WORKMENS COMPENSATION AT NO EXTRA CHARGE.
ALL ADDITION INSURERS WILL COST $ 175.00 PER INSURER.

CONTRACT PRICE. $ 5000

EXTRA WORK.

CONCRETE AND DIRT MATERIAL TRUCK OFF SITE. $2000.00

ABUTMENT WALL. DEMOLITION AND REMOVAL PER WALL. $ 8000.00

CITY OF JERSEY CITY
INTERDEPARTMENTAL MEMORANDUM
DIVISION OF ENGINEERING

DATE : July 15, 1994

TO : Mike Regan, Chief Building Code Official

FROM : John Mucha, P.E., Principal Engineer

SUBJECT : **Removal of Conrail Luis Munoz Marin Boulevard Bridge at 6th Street**
Project No. 92-008

This memo will serve to notify you that Demolition Contractor Burns & Fiorina, Inc. has been hired by National Bulk Carriers, Inc. to demolish and remove the abandoned Conrail Bridge which spans over Luis Munoz Marin Boulevard at 6th Street.

This Division has no objections to the Removal of this Bridge. The Demolition of the bridge will begin on SATURDAY, July 16, 1994 to take advantage of the current road closing of Luis Munoz Marin Boulevard between 6th Street and Christopher Columbus Boulevard by Parsippany Construction who is installing a 72" RCP sewer outfall at 2nd Street for this Division. The Demolition process is expected to take 7 days.

There are no overhead utilities attached to the Bridge other than two Traffic Signal Lights which will be removed by our Traffic Department prior to Bridge Demolition.

Please issue the necessary Demolition Permit to Burns & Fiorina, Inc.

For your information, we are working with Conrail to shortly demolish all of their 6th Street abandoned railroad bridges from Luis Munoz Marin Boulevard to Newark Avenue.

JOHN MUCHA, P.E.
Principal Engineer

GERALD J. NISSEN, P.E.
Director, Div. of Engineering

ll

cc: Ron Fiorina, Burns & Fiorina, Inc.
Tom Leane, NBC Project Coordinator
Monte Zucker, Traffic Engineering (Fax 4703)
Pat Nelan, Traffic Engineering (Fax 4703)
J.L. McGlynn, P.E., Conrail
Joe Bova, Conrail (Fax 609-231-2012)

GERALD McCANN
MAYOR
CITY OF JERSEY CITY

DEPARTMENT OF
Housing & Economic Development

Office of The Construction Official
Michael J. Regan, Construction Official
26 Journal Square, 4th Floor, Jersey City, N.J. 07306
(201) 547-5055

UNIFORM CONSTRUCTION CODE

Date issued 7-15-94

Permit # 94-1963

CONSTRUCTION PERMIT NOTICE

Block ____ Lot ____

Work Site Location: Conrail Bridge at 6th + Henderson

AUTHORIZED FOR:

- ☒ BUILDING
- ☐ PLUMBING
- ☒ OTHER demolition
- ☐ ELECTRICAL
- ☐ FIRE PROTECTION

This notice shall be posted conspicuously at the work site and shall remain so until issuance of a certificate.

U.C.C. Form F-180A

mg Regan

DEPARTMENT OF
Housing & Economic Development
Office of The Construction Official
Michael J. Regan, Construction Official
30 Montgomery Street, 4th Floor, Jersey City, N.J. 07302
(201) 547-5055

BUILDING SUBCODE TECHNICAL SECTION

Date Received
Date Issued 7-15-94
Control #
Permit # 94-1963

A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block _____ Lot _____
Work Site Location CONRAIL RR BRIDGE @ LUIS MUNOZ MARIN BLVD @ 6TH ST.
Owner in Fee CONRAIL
Address 1000 HOWARD BLVD.
MT. LAUREL, N.J. 08054
Tele. (908) 906-3055 BOB PETERS
Contractor BURNS & PORINA, INC.
Address 330 BAYVIEW AVE.
UNION BEACH, N.J. 07735
Tele. (908) 888-1076
Lic. No. or Bldrs. Reg. No. 4594
Federal Emp. No. _____ or Social Security No. 155-28-7484

C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of record and am authorized to make this application.

_____
Signature

D. TECHNICAL SITE DATA

DESCRIPTION OF WORK
Removal of abandoned Conrail Bridge

JOB SUMMARY (Office Use Only)

PLAN REVIEW	Date	Initial	INSPECTIONS Type:	Dates (Month/Day) Failure	Failure	Approval	Initial
[ ] No Plans Req.			Footing				
[ ] All			Foundation				
[ ] Footing			Slab				
[ ] Foundation			Frame				
[ ] Frame			Insulation				
[ ] Other			Finishes:				
Joint Plan Review Required:			Energy				
[ ] Elec. [ ] Plumb. [ ] Fire			Mechanical				
SUBCODE APPROVAL			TCO				
[ ] CO [ ] CCO [ ] CA			Other				
Date:			Final				
Approved By:							

TYPE OF WORK:
[ ] New Building
[ ] Addition
[ ] Alteration
  [ ] Roofing
  [ ] Siding
  [ ] Other _____
[X] Demolition
[ ] Miscellaneous
  [ ] Fence _____ Height
  [ ] Sign _____ Sq. Ft.
  [ ] Pool
  [ ] Elevator
  [ ] Asbestos Abatement
  [ ] Other _____

(Office Use Only)
FEE
$ 250

B. BUILDING CHARACTERISTICS

Use Group Present _____ Proposed _____
Constr. Class Present _____ Proposed _____
No. of Stories _____
Height of Structure _____ Ft.
Area—Largest Floor _____ Sq. Ft.
Total Bldg. Area/All Floors _____ Sq. Ft.
Volume of Structure _____ Cu. Ft.
Total Land Area Disturbed _____ Sq. Ft.

Est. Cost of Bldg. Work:
1. New Bldg. $ _____
2. Alteration $ _____
3. Total (1+2) $ 2,000

Administrative Surcharge $ _____
Paid [✓] Check # 3264 Minimum Fee $ _____
Collected by: _____ TOTAL FEE $ 250.00

CITY OF JERSEY CITY

DEPARTMENT OF
Housing & Economic Development

Office of The Construction Official

REG. NO. 4594

Bond expir. date: 3/11/95

This is to certify licensee: BURNS & FIORINA
330 BAYVIEW AVENUE
UNION BEACH NJ 07735

is entitled to practice as: CODE # 4
in accordance with provisions of City Code, Chapter 7, S.S. 7-17.

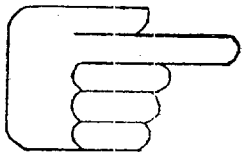
Reg. # expires 12/31/94

Robert Regan
CONSTRUCTION OFFICIAL

File: 92-008 ✓

City of
JERSEY CITY
Administration Department
DIVISION OF ENGINEERING
280 Grove Street Telephone (201) 547-4412
Jersey City, NJ 07302 Telefax (201) 547-4729

TELEFAX



TO: PAT NELAN
COMPANY: TRAFFIC ENGINEERING
TELEFAX: 4703

FROM: John Mucha
DATE: MON July 25, 1994

PAGES INCLUDING COVER SHEET: 1

COMMENTS: Demolition of CONRAIL Henderson St. BRIDGE @ 6TH ST WAS completed SUN July 24, 1994 and Henderson St. opened up FROM Christopher Columbus Drive to 6TH ST. This MORNING AROUND 8:30am. Please have the Following SIGNS REMOVED:
SW CORNER 6TH & HENDERSON: 2- 12'-10" CLR. SIGNS (ONE LAYING ON GROUND)
NW CORNER 8TH & HENDERSON: 12'-10" CLR SIGN
Also @ NE corner Newark Ave & Senate Pl. (R/R) (CONRAIL TRACK crossing Newark Ave REMOVED MAY 1994 AS PART OF MARION JUNCTION Project.) Thank YOU!

IF YOU DID NOT RECEIVE ALL PAGES, CALL (201) 547-4411

CITY OF JERSEY CITY

DIVISION
OF
ENGINEERING

DATE: JULY 24, 1994

PROJECT NO.: 92-008

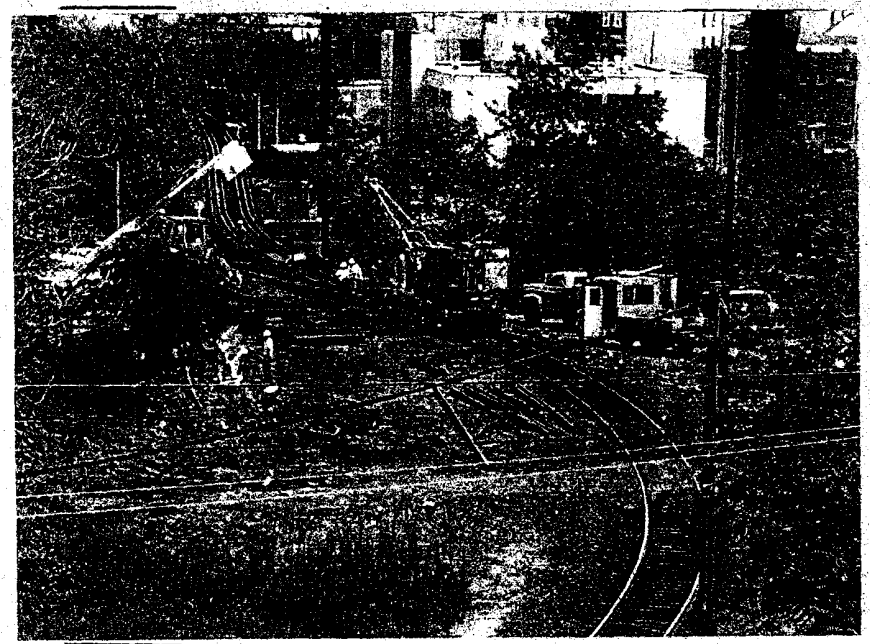
BRIDGE IDENTIFICATION NUMBER:

FEATURE CARRIED: CONRAIL HARISMUS COVE BRANCH

FEATURE CROSSED: NUMEROUS STREETS ALONG 6TH ST.

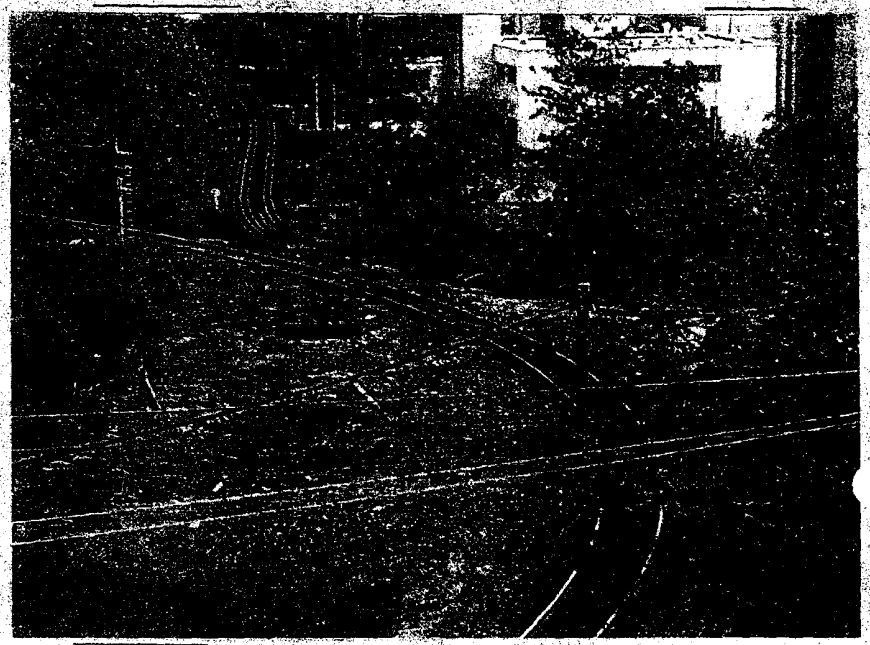
LOCATION: JERSEY CITY, N.J.

PHOTO NO. 1



DESCRIPTION: SWITCH FOR HARISMUS COVE BRANCH AT CP WALDO REMOVED. (LOOKING EAST)

PHOTO NO. 2



DESCRIPTION: LOOKING EAST AFTER H.C. SWITCH REMOVED AND LINE OFFICIALLY ABANDONED

Appendix III

FRANK R. LAUTENBERG
NEW JERSEY

SUITE SH-625A

United States Senate

WASHINGTON, DC 20510

March 4, 2003

Robert Ryan, Real Estate Director
CONRAIL
510 Thornall Street
Edison, NJ 08837

RE: Pennsylvania Railroad Harsimus Stem Embankment, Sixth Street, Jersey City

Dear Mr. Ryan:

I am writing to express my support for the Embankment Preservation Coalition's efforts to have the Harsimus Stem Embankment acquired by a public entity or land trust, improve the streetscape along Sixth Street, and develop the top as habitat and passive open-space. The site would link to a network of bicycle greenways, including the Hudson Waterfront Walkway and the East Coast Greenway.

Currently my staff is working with the Embankment Preservation Coalition in identifying the funds needed for this important project.

Sincerely,

Frank R. Lautenberg

Frank R. Lautenberg
U.S. Senator

JON S. CORZINE
NEW JERSEY

COMMITTEES:
BANKING, HOUSING, AND URBAN AFFAIRS
ENVIRONMENT AND PUBLIC WORKS
JOINT ECONOMIC

United States Senate

WASHINGTON, DC 20510-3004

502 SENATE HART OFFICE BUILDING
WASHINGTON, DC 20510
(202) 224-4744

ONE GATEWAY CENTER
11TH FLOOR
NEWARK, NJ 07102
(973) 645-3030

208 WHITE HORSE PIKE
SUITE 18-19
BARRINGTON, NJ 08007
(856) 757-5353

March 7, 2003

Robert Ryan
Real Estate Director of Conrail
510 Thornall St.
Edison, NJ 08818

Re: Pennsylvania Railroad Harsimus Stem Embankment, Sixth Street, Jersey City

Dear Mr. Ryan:

The Embankment Preservation Coalition is interested in acquiring the Harsimus Stem Embankment, a historic site in Jersey City, for public use and enjoyment. I strongly support this preservation initiative.

Historic and cultural sites are vanishing precious resources in our state. Preservation of all-too-rare entities such as this as open space for the public trust is critical to quality of life enhancement in New Jersey. The alternative, letting this historic area be given over to commercial development, would be a missed opportunity I am convinced we would come to sorely regret.

The Embankment preservation and reuse project pursued by the Embankment Preservation Coalition is consistent with federal historic preservation and conservation goals. The Coalition is committed to developing this area as a network of pedestrian and bicycle pathways, including the Hudson Waterfront Walkway and the East Coast Greenway.

I hope you will agree with me that protecting this historic, cultural and environmental resource is a top priority, and I look forward to your favorable determination.

Sincerely,

Jon Corzine
U.S. Senator

STEVEN R. ROTHMAN
9TH DISTRICT, NEW JERSEY

1607 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-5061
FAX (202) 225-6851

DISTRICT OFFICES:
25 MAIN STREET
COURT PLAZA
HACKENSACK, NJ 07601-7069
(201) 646-0808
FAX (201) 646-1944

310 CENTRAL AVENUE
JERSEY CITY, NJ 07306-2118
(201) 798-1366
FAX (201) 798-1725

Congress of the United States
House of Representatives
Washington, DC 20515

COMMITTEE ON APPROPRIATIONS
SUBCOMMITTEE ON
FOREIGN OPERATIONS, EXPORT
FINANCING AND RELATED PROGRAMS
SUBCOMMITTEE ON TREASURY,
POSTAL SERVICE AND
GENERAL GOVERNMENT

E-MAIL:
steven.rothman@mail.house.gov

WEB SITE:
http://www.house.gov/rothman

Mr. Robert Ryan, Real Estate Director
Conrail
510 Thornall Street
Edison, NJ 08837

Re: Pennsylvania Railroad Harsimus Stem Embankment, 6th Street, Jersey City (Case 72931)

Dear Mr. Ryan,

I am writing to express support for the Embankment Preservation Coalition's efforts to have the Harsimus Stem Embankment acquired by a public entity or land trust. I am also supportive of their efforts to improve the street scape along Sixth Street, and develop the top as a habitat and passive open space. The site would link to a network of pedestrian and bicycle green ways, including the Hudson Waterfront Walkway and East Coast Green way.

The Embankment preservation and reuse project pursued by the Embankment Preservation Coalition is consistent with federal historic preservation and conservation goals. The goal to link the Embankment site to the Hackensack Meadowlands via the Bergen arches aligns with one of my top priorities, which has been to protect and preserve the last parcels of open space left in the Meadowlands for eventual use as an environmental park.

It is my sincere hope that the Embankment Preservation Coalition's goals are realized. Should you need my assistance, please feel free to contact my Staff Assistant, Mr. Mauro Raguseo, at my Hackensack office.

Thank you for your consideration.

Sincerely,

STEVEN R. ROTHMAN
Member of Congress

SRR:mdr

PRINTED ON RECYCLED PAPER

NEW JERSEY SENATE

EDWARD T. O'CONNOR, JR.
SENATOR-31ST DISTRICT
1738 KENNEDY BOULEVARD
OFFICE # 2
JERSEY CITY, NEW JERSEY 07305
201-451-6120

January 19, 2001

Mr. Robert D. Goslin, Director
Division of Local Government Services
and Economic Development
NJ Department of Transportation
1035 Parkway Avenue
P.O. Box 600
Trenton, New Jersey 08625

Dear Mr. Goslin:

I am writing to express my support for the Embankment Preservation Coalition's application for TEA-21 funds, which would be used to enhance the public right-of-way along the base of the Pennsylvania Railroad Harsimus Stem Embankment of 6th Street in Jersey City.

As a legislator representing Jersey City, I can unequivocally say that this project will have a significant impact on the people and cultural preservation in Jersey City. Essentially, the project will improve a street that joins the Historic Districts of Harsimus Cove and Hamilton Park, and connects the interior of the Downtown with PATH and light rail stations at Newport Center. In addition, the project would promote better pedestrian access to the Hudson River Waterfront Walkway at Avalon Cove.

Again, please accept this letter as my strongest support for the Embankment Preservation Coalition's' application for TEA-21 funds.

Very truly yours,

Edward T. O'Connor, Jr.

ETOC:jm

ROBERT MENENDEZ
13TH DISTRICT, NEW JERSEY
VICE CHAIR OF THE DEMOCRATIC CAUCUS

COMMITTEE ON TRANSPORTATION AND INFRASTRUCTURE
SUBCOMMITTEES:
AVIATION
WATER RESOURCES AND ENVIRONMENT

COMMITTEE ON INTERNATIONAL RELATIONS
SUBCOMMITTEES:
WESTERN HEMISPHERE, RANKING MEMBER
INTERNATIONAL OPERATIONS AND HUMAN RIGHTS

Congress of the United States
House of Representatives
Washington, DC 20515-3013

REPLY TO
2228 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-3013
(202) 225-7919

DISTRICT OFFICES:
811 BERGEN AVENUE
JERSEY CITY, NJ 07306
(201) 222-3823

554 AVENUE C
BAYONNE, NJ 07002
(201) 823-2900

268 HIGHWAY STREET
PERTH AMBOY, NJ 08861
(732) 324-9212

3109 BERGENLINE AVENUE
2ND FLOOR
UNION CITY, NJ 07087
(201) 558-0600

E-mail: menendez@mail.house.gov
Web site: http://menendez.house.gov

March 12, 2003

Mr. Robert Ryan
Director, Real Estate
CONRAIL
2001 Market Street
16th Floor
Philadelphia, PA 19103

RE: Pennsylvania Railroad Harsimus Stem Embankment, Sixth Street, Jersey City

Dear Mr. Ryan,

I am writing to express my support of the Embankment Preservation Coalition's preservation and reuse project for the Pennsylvania Railroad Harsimus Stem Embankment on Sixth Street in Jersey City, New Jersey (Sixth Street Embankment.)

The Embankment Preservation Coalition seeks to identify the appropriate public entity to acquire the Sixth Street Embankment, as well as improve the streetscape along Sixth Street and develop the top portion as a habitat and passive open space. The site would also link to a network of pedestrian and bicycle greenways, including the Hudson River Waterfront Walkway, the Liberty Watergap Trail, and the East Coast Greenway, providing easy access for a growing population to the natural resources in the area.

Furthermore, the Sixth Street Embankment preservation and reuse project submitted by the Embankment Preservation Coalition is consistent with federal, state, county, and municipal level historic preservation, transportation, and conservation goals. My office has met with members of the coalition to discuss federal funding options and opportunities and will continue to be available for guidance and assistance throughout the process.

Open space is a rare commodity in urban areas such as Jersey City. The preservation of the Sixth Street Embankment would conserve an extraordinary open space in one of the most densely populated cities in our nation, and would provide an oasis where our residents can play and spend time with their friends and family. Also, as the Embankment is listed on the State Register of Historic Places, preserving the site as open space would allow further commemoration to this fact.

Again, I support the Embankment Preservation Coalition's preservation and reuse project for the Pennsylvania Railroad Harsimus Stem Embankment on Sixth Street in Jersey City, New Jersey. I respectfully request that you grant full consideration to their project proposal.

Thank you for your consideration. Please do not hesitate to contact my District Director, Nicholas Chiaravalloti, at 201-222-2828 if we can be of further assistance.

Sincerely,

Robert Menendez
Member of Congress

RM:dr
cc: Maureen Crowley, Embankment Preservation Coalition

NEW JERSEY SENATE

BERNARD F. KENNY, JR.
DEMOCRATIC MAJORITY LEADER
SENATOR 33RD DISTRICT
HUDSON COUNTY
636 HUDSON STREET
HOBOKEN, NJ 07030
TEL. 201-653-1486
FAX. 201-714-9648

SENATE COMMITTEES
BUDGET AND APPROPRIATIONS
JOINT BUDGET OVERSIGHT
JOINT COMMITTEE ON ETHICAL STANDARDS
INTERGOVERNMENTAL RELATIONS COMMISSION
LEGISLATIVE SERVICES COMMISSION

February 27, 2003

To Whom it May Concern:

RE: Pennsylvania Railroad Harsimus Stem Embankment
Sixth Street
Jersey City, NJ

I am writing to endorse the efforts of the Embankment Preservation Coalition to find an appropriate owner and acquisition financing for the Harsimus Stem Embankment. The purpose of the Embankment Preservation Coalition is to provide: site preservation; improvement of the streetscape along Sixth Street; reuse of the top as habitat and passive green space; and links to other pedestrian and biking greenways.

The majority of the development that has occurred along the Hudson River Waterfront in Jersey City has taken place in ways that typically preclude public access to the waterfront and has provided very little public open space. The coalition's project will provide a rare nature sanctuary and passive open space in a linear form extending through the interior of Jersey City's residential downtown, with links to the Hudson Waterfront walkway and a larger network of greenways, including the East Coast Green way.

Again, I strongly support the Enbankment Preservation Coalition and their endeavors.

Sincerely,

Bernard F. Kenny, Jr.
Senator, 33rd District

BFK/so

COUNTY OF HUDSON
OFFICE OF STRATEGIC REVITALIZATION
BRENNAN COURT HOUSE
583 NEWARK AVENUE
JERSEY CITY, NEW JERSEY 07306

THOMAS A. De GISE
COUNTY EXECUTIVE

ABRAHAM ANTUN
COUNTY ADMINISTRATOR

STEPHEN D. MARKS, PP, AICP
DIRECTOR

(201) 217-5137
Fax (201) 795-1903

February 28, 2003

Re: Pennsylvania Railroad Harsimus Stem Embankment, Sixth Street, Jersey City

To whom it may concern:

Please accept this letter of support for the Embankment Preservation Coalition's efforts to have the Harsimus Stem Embankment acquired by a public entity or land trust, improve the streetscape along Sixth Street, and develop the top as habitat and passive open-space. The site would link to a network of pedestrian and bicycle greenways, including the Hudson River Waterfront Walkway, Liberty Watergap Trail, and the East Coast Greenway.

The preservation and reuse of the Embankment pursued by the Preservation Coalition is consistent with the goals and objectives of Hudson County's 2002 Master Plan; the Strategic Revitalization Plan for the Hudson County "Urban Complex"; the New Jersey Development and Redevelopment Plan; and the North Jersey Transportation Planning Authority's Regional Transportation Plan. In addition, the East Coast Greenway Alliance views the Embankment as a key link in its main Hudson County route from the Waterfront Walkway through the Bergen Arches to the Meadowlands. The East Coast Greenway route is 50 percent complete in New Jersey, and if implemented in Hudson County, would promote alternative means of transportation, physical exercise, and recreation for residents along this corridor, and would open up Jersey City and Hudson County to outdoors enthusiasts and historic site tourists from the region.

My office can offer the planning and technical expertise to the Embankment Preservation Coalition, or the acquirer of this property, during the acquisition, development and maintenance phases of this project. In addition, as a historic feature, the embankment should be eligible for funding if Hudson County's Open Space and Historic Trust is approved by voters through a ballot referendum occurring later this year. If you have any questions, please feel free to call any time.

Sincerely,

Stephen D. Marks, PP, AICP
Director

CITY OF JERSEY CITY

GLENN D. CUNNINGHAM
MAYOR

CITY HALL
JERSEY CITY, NJ 07302
TEL: (201) 547-5200
FAX: (201) 547-4288

March 10, 2003

Mr. Robert Ryan
Real Estate Director of Conrail
510 Thornall Street
Edison, New Jersey 08818

Re: Pennsylvania Railroad Harsimus Embankment, Sixth Street, Jersey City

Dear Mr. Ryan:

I recently met with members of the Harsimus Embankment Preservation Coalition with regards to the abandoned Conrail Property located on 6th Street in Jersey City. I support the Coalition's efforts to preserve the embankment's historic structure and look forward to working with all parties concerned to achieve a wonderful mixed-use open space for our residents to enjoy.

I have asked Mark Munley, director, Housing Economic Development and Commerce (HEDC) to reach out to your office to go over some of the possibilities and future plans Conrail may have for this site. Mr. Munley can be reached at 201-547-5070.

I look forward to working with both Conrail and the Embankment Preservation Coalition for a better Jersey City. I have designated Deputy Mayor Anthony Cruz as my contact person he may be reached at 201-547-5575.

Sincerely,

Glenn D. Cunningham
Mayor

NEW JERSEY GENERAL ASSEMBLY

JOAN M. QUIGLEY
ASSEMBLYWOMAN, 32nd DISTRICT
THE HAMILTON PARK FOUNDRY
242 10TH STREET, SUITE 101
JERSEY CITY, NJ 07302
(201) 217-4614

CHAIR OF HOMELAND SECURITY & STATE PREPAREDNESS COMMITTEE
MEMBER OF HEALTH & HUMAN SERVICES COMMITTEE
JUDICIARY COMMITTEE

March 12, 2003

Re: Pennsylvania Railroad Harsimus Stem Embankment
Sixth Street, Jersey City

To Whom It May Concern:

I am writing to express support for the efforts of the Embankment Preservation Coalition to have the Harsimus Stem Embankment acquired by a public entity or land trust, improve the streetscape along Sixth Street and develop the top of the embankment as habitat and passive open space. The site linkage to a network of pedestrian and bicycle greenways, including the Hudson Waterfront Walkway and the East Coast Greenway will promote physical exercise and recreation in the area.

The Embankment Preservation Coalition has advised that this preservation and reuse project is consistent with federal, state, county, and municipal historic preservation and conservation goals.

I endorse the efforts of the Coalition to pursue acquisition options with the owner, Conrail/CSX/ Norfolk Southern.

Sincerely,

Joan M. Quigley

Joan M. Quigley
Assemblywoman

JMQ:jk

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CITY OF

JERSEY CITY

L.HARVEY SMITH
Council President



CITY HALL
280 GROVE STREET, RM.202
JERSEY CITY, NJ 07302
(201) 547-5204

March 12, 2003

Mr. Robert Ryan
Real Estate Director
Conrail
510 Thornall Street
Edison, N.J. 08837

Re: Pennsylvania Railroad Harsimus Stem Embankment, Sixth Street, Jersey City, NJ

Dear Mr. Ryan:

The Jersey City Municipal Council supports the Embankment Preservation Coalition's effort to have a public entity acquire the Sixth Street Embankment. This public entity could be the City of Jersey City, if appropriate financing for acquisition and development can be assembled.

The Coalition is working to assemble these funds, meeting with elected representatives and officials at every level of government, and has kept us informed of their progress.

The Embankment preservation and reuse project pursued by the Embankment Preservation Coalition is consistent with Governor Jim McGreevey's "smart growth" program, which calls for more resources to be devoted to urban greenspace. The project aligns with the general goals of the 2002 Master Plan, Hudson County New Jersey, as well as its land use, circulation, economic, housing, social services, conservation, and historic preservation goals. Site acquisition would fill a need in Jersey City, which has a severe deficit in open space. The major associations representing the Downtown Historic Districts as well as citywide, regional, and national organizations support the Coalition project.

CITY OF JERSEY CITY

E. JUNIOR MALDONADO
Councilman Ward E

CITY HALL
280 GROVE STREET, RM. 202
JERSEY CITY, NJ 07302
(201) 547-5204

October 17, 2002

James Snyder
Director, Local Aid
Department of Transportation
P.O Box 600
1035 Parkway Avenue
Trenton, NJ 08625

Dear Mr. Snyder:

I support the application of the Jersey City Planning Department for a New Jersey Department of Transportation Livable Communities Pilot Program grant for 6th Street/Thomas Gangemi Drive. This grant will provide enhanced pedestrian access from 6th Street, a major east-west thoroughfare in the Downtown, to the Hudson River Waterfront Walkway.

This street currently has no sidewalk on its south side for much of its length. The street passes major commercial development, including the Newport Mall, Doubletree Hotel, and other businesses. It joins the National Historic Districts of Harsimus Cove and Hamilton Park, and runs the length of the Pennsylvania Railroad Harsimus Stem Embankment, which is on the New Jersey State Register of Historic Places.

Sincerely,

E. Junior Maldonado

E. Junior Maldonado
Ward E Councilman

CITY OF
JERSEY CITY

MARIANO VEGA, JR.
Councilman At Large
E Mail: marianovega@msn.com



CITY HALL
280 GROVE STREET, RM.209
JERSEY CITY, NJ 07302
(201) 547-5134
FAX (201) 547-4676

March 4, 2003

To Whom It May Concern:

Re: Pennsylvania Railroad Harsimus Stem Embankment, Sixth Street, Jersey City

I am writing in support of Pennsylvania Railroad Harsimus Stem Embankment Preservation Coalition efforts toward site acquisition by a public entity, and the preservation and improvement of the street scape along Sixth Street. The Embankment has historically served as a railroad linkage tto the waterfront, and will continue to provide access to the Hudson Waterfront Walkway and a network of greenways, including the East Coast Greenway.

As the Councilman-At-Large, representing the citizens of Jersey City, and formerly Councilman for Ward E, I have found strong support among my constituents, especially among those in the area that encompasses the Harsimus Stem Embankment and its adjoining National Historic Districts. The Embankment has historically served as railroad linkage to the waterfront.

The East Coast Greenway Alliance, which is creating a 2,600 mile trail from Florida to Maine - 50 percent complete in New Jersey - views the Embankment-Bergen Arches corridor in Jersey City as a key link in its main East Coast Greenway route through Hudson Count. If this route is implemented, residents of densely populated Jersey City and Hudson County will be able to travel short distances from their homes for physical exercise, open park space, and local points of interest. Jersey City and Hudson County will in turn be opened up to regional outdoors enthusiasts and historic site tourists. In addition, local business establishments will benefit from this client base

I will be working with the Coalition and others to explore acquisition alternatives and financing for the development of a new park in Jersey City. I can offer the following support to the Coalition, or the acquirer of this property, during the acquisition and development of the project phase with grants, planning and design work.

Please cooperate with the Coalition as acquisition efforts continue.

Mariano Vega

Mariano Vega, Jr.
Jersey City Councilman

CC. to
JOANNE GUCCIARDO
201-420-9361

RAILS to TRAILS CONSERVANCY

Northeast Regional Field Office

February 25, 2003

Robert W. Ryan
Director, Real Estate
Conrail
510 Thornall St., Suite 390
Edison NJ 08837

Re: **Pennsylvania Railroad Harsimus Stem Embankment, Sixth Street, Jersey City**

To Whom It May Concern:

Rails-to-Trails Conservancy (RTC) is a nonprofit organization with headquarters in Washington, D.C., six field offices, and more than 100,000 members and supporters. Our mission is to build a nationwide network of public trails from former rail lines and connecting corridors.

We endorse the Embankment Preservation Coalition's efforts to secure the Harsimus Stem Embankment, preserve the historic structure, reuse the top as a nature sanctuary and passive green space, and link the site to a network of greenways, including the Hudson Waterfront Walkway and the East Coast Greenway and the Liberty to Delaware Water Gap Trail.

A year ago we walked the Embankment site with Coalition members and viewed firsthand its linkage to the Waterfront Walkway views of the Manhattan skyline. We see the potential of this site to be a major Jersey City and Hudson County asset, especially if the greenway is continued through the Bergen Arches and the Hackensack Meadowlands. Recreation, alternative means of transportation, community revitalization, and habitat conservation are all Coalition goals that we support.

Rails-to-Trails staff have contributed consultative services to the Coalition and will continue to do so. When an appropriate owner is identified and project implementation begins, RTC can provide expertise and low-cost services in all aspects of trail building from initial consultation to laying the groundwork for trails through trail development and beyond.

Sincerely,

Tom Sexton
Regional Director

Northeast Regional Field Office
105 Locust Street
Harrisburg, PA 17101
717-238-1717
FAX: 717-238-7566

National Office
1100 Seventeenth Street, NW
10th Floor
Washington, DC 20036
202-331-9696
FAX: 202-331-9680

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www.nynjbaykeeper.org • email: nynjbay@keeper.org

February 24, 2003
Re: Pennsylvania Railroad Harsimus Stem Embankment, Sixth Street, Jersey City

To Whom It May Concern:

NY/NJ Baykeeper is prepared to grant $250,000 from its share of non-profit funds from the Garden State Preservation Trust (earmarked in the New Jersey Senate for our use and currently awaiting NJ Assembly release) for acquisition of the Harsimus Stem Embankment. The purpose of this grant would be to jump-start a joint funding effort to complete the acquisition. Our grant will be contingent on the following: NJDEP Green Acres approval, matching funds, and a process that moves forth in timely fashion.

NY/NJ Baykeeper, founded in 1990 as an affiliate of the American Littoral Society, works to protect, preserve and restore the ecological integrity and productivity of the Hudson/Raritan Estuary. Baykeeper pursues opportunities for direct land preservation and habitat restoration and helps advance the Estuary's habitat preservation as well as land that is a valued as a recreational and cultural resource. We have worked with many municipalities and counties to preserve and restore open space for public benefit.

Baykeeper supports the Embankment Preservation Coalition as it works to secure the Conrail/CSX/Norfolk Southern property on Sixth Street for green uses. The Harsimus Stem Embankment is a unique open space asset that will greatly benefit Jersey City and Hudson County. Its top is returning to nature and presents a rare opportunity to preserve habitat near the otherwise developed Downtown waterfront. The Coalition's goal of improved public access to the Hudson River Waterfront, with links to a network of greenways, including an East Coast Greenway route from the Meadowlands through the Bergen Arches to the Waterfront via the Embankment site, aligns with our goals.

We also request that Conrail/CSX/Norfolk Southern support this acquisition effort. Thank you for your consideration, we look forward to working together on this innovative and very worthwhile project

Sincerely,

Greg Remaud

Gregory A. Remaud
Preservation Director

THE TRUST FOR PUBLIC LAND

Conserving Land for People

March 10, 2003

Mr. Robert Ryan
Real Estate Director
Conrail
510 Thornall Street
Edison, NJ 08837

Re: Pennsylvania Railroad Harsimus Stem Embankment, Sixth Street, Jersey City

Dear Mr. Ryan:

The Trust for Public Land has consulted with the Pennsylvania Railroad Harsimus Stem Embankment Preservation Coalition for several years. We support Coalition goals to preserve the historic Harsimus Stem Embankment, improve the streetscape along its base, reuse the top as nature sanctuary and passive green space, and link the site to a network of parks and greenways, including the Hudson River Waterfront Walkway, Liberty Watergap Trail, and the proposed main Hudson County route of the East Coast Greenway.

Land conservation is central to TPL's mission. Founded in 1972, the Trust for Public Land works to protect land for human enjoyment and well-being. TPL helps conserve land for recreation and to improve the health and quality of life of American communities. We are happy to offer our advisory support as this project is pursued.

Sincerely,

Terrence Nolan EM

Terrence Nolan
Project Manager
The Trust for Public Land

The Trust for Public Land
New Jersey Field Office
20 Community Place, 2nd Floor
Morristown, NJ 07960

(973) 292-1100
Fax (973) 292-6272
www.tpl.org

HARSIMUS COVE ASSOCIATION

229 Bay Street
Jersey City, NJ 07302

October 16, 2002

James Snyder
Director, Local Aid
Department of Transportation
P.O Box 600
1035 Parkway Avenue
Trenton, NJ 08625

Dear Mr. Snyder:

The Harsimus Cove Association unanimously supports the application of the Jersey City Planning Department for a New Jersey Department of Transportation Livable Communities Pilot Program grant for 6th Street/Thomas Gangemi Drive. Harsimus Cove is the National Historic District that abuts the Pennsylvania Railroad Harsimus Stem Embankment to the south.

This grant will provide enhanced pedestrian access from 6th Street, a major east-west thoroughfare in Downtown Jersey City, to the Hudson River Waterfront Walkway. Many residents of Harsimus Cove would use it to get to the commercial development and waterfront to our east.

This street currently has no sidewalk on its south side for much of its length. The street passes major commercial development, including the Newport Mall, Doubletree Hotel, and other businesses. It joins our neighborhood with the National Historic District of Hamilton Park to our north, and runs the length of the railroad embankment, which is on the New Jersey State Register of Historic Places.

The enhanced pedestrian access would be a tremendous addition to our walkable Downtown; it would encourage people to walk rather than drive cars and would make a major contribution to pedestrian safety.

We look forward to seeing and commenting on the plans that this grant will make possible.

Thank you for affording us the opportunity to support the application.

Sincerely,

Annie Kessler

Annie Kessler, President
Harsimus Cove Association
Phone/fax: 201-333-8777

ANNIE KESSLER, President | ANDREW PISDL, Vice President | MARK ROTELLA, Vice President | DANIEL LEVIN, Treasurer | JULIETTE GRAHAM-HAYES, Secretary | SANTIAGO L. MUZONES, JR. LYCEL VILLANUEVA

Historic Paulus Hook Association, Inc.

192 Washington Street • Jersey City, NJ 07302 • 201-435-3538 • FAX 201-435-4270

VIA email and Facsimile

March 11, 2003

To Whom It May Concern:

Re: Pennsylvania Railroad Harsimus Stem Embankment,
Sixth Street
JerseyCity, New Jersey

Jersey City residents have long been without the parks and open space that most New Jersey residents take for granted. Development pressures associated with our proximity to New York City make downtown Jersey City residents very aware of the unique opportunities and responsibilities that we have to acquire park land and open space. As such, the Historic Paulus Hook Association (HPHA) supports the Embankment Preservation Coalition's efforts to preserve the historic structure known as the Harsimus Stem Embankment. We also support their efforts to improve the streetscape along Sixth Street, adaptively reuse the top of the embankment primarily as passive green space, and link the embankment to the Hudson Waterfront Walkway and if possible, to a network of greenways including the East Coast Greenway.

We support acquisition of this historic site by an appropriate public entity or land trust and endorse efforts to secure the site through donation, grants and/or low-cost loans and fund-raising. We also suggest that it is a prime candidate for Green Acres funding (see the attached news release from the New Jersey Department of Environmental Protection, dated 2/27/03).

After site acquisition the HPHA will contribute to site development and maintenance by supporting grant applications taking part in volunteer efforts and sponsor and/or support activities related to the embankment.

Please support the Coalition in its efforts to adaptively reuse this important piece of our waterfront history.

Respectfully,

Diane S. Kaese
President, Historic Paulus Hook Association

DOWNTOWN COALITION OF NEIGHBORHOOD ASSOCIATIONS

HAMILTON PARK NEIGHBORHOOD ASSOCIATION • HARSIMUS COVE ASSOCIATION • HISTORIC PAULUS HOOK ASSOCIATION
VAN VORST PARK ASSOCIATION • THE WATERFRONT ASSOCIATION

February 23, 2003

Re: Pennsylvania Railroad Harsimus Stem Embankment, Sixth Street, Jersey City

The Downtown Coalition of Neighborhood Associations (DCNA) addresses issues of common concern to the neighborhood associations of Downtown Jersey City, including historic preservation, open space, pedestrian safety, and public access to the Hudson River Waterfront

We have long supported the Embankment Preservation Coalition's efforts to preserve the Embankment historic structure, improve the streetscape along Sixth Street, reuse the top as passive green space, and link the site to the Hudson Waterfront Walkway and a network of greenways, including the East Coast Greenway. The Embankment project, when implemented, will give the Downtown a much needed green space, and a unifying element for the community.

Members of our organization have lent a variety of skills to the Embankment Preservation Coalition, participated in public events, educational talks, contributed to site cleanups and tree plantings, and supported the Coalition in other ways.

We now support acquisition of this historic site by an appropriate public entity or land trust and endorse efforts to secure the site through donation, grants and/or low-cost loans and fund-raising.

Once the site is acquired, the DCNA will continue to contribute to the development and maintenance of the site. We'll be making a donation from our organization, and will assist in fund-raising efforts; we have volunteers eager to contribute time and energy on a regular basis, and we'll sponsor and/or support site activities that align with the goals of our organization and the Coalition.

Please do everything in your power to support the Coalition in its efforts.

Sincerely,

Laura Fraschilla /ab

Laura Fraschilla
President, Downtown Coalition of Neighborhood Assns



HAMILTON PARK NEIGHBORHOOD ASSOCIATION

February 27, 2003

Re: Pennsylvania Railroad Harsimus Stem Embankment, Sixth Street, Jersey City

To Whom It May Concern:

Hamilton Park Neighborhood Association is the major organization representing the residents of the National Historic District of Hamilton Park in Downtown Jersey City. The Harsimus Stem Embankment is our southern border, and it is considered integral to the Historic District.

Our association, as its name suggests, is organized around a much-used park and appreciates the considerable and growing needs for open space in this area. Harsimus Cove, our neighboring Historic District, is currently without a park. The fragile historic fabric of both Districts is best served by site preservation and reuse as a passive park. We therefore support acquisition of this historic site by an appropriate public entity or land trust and endorse efforts to secure the site through donation, grants and/or low-cost loans and fund-raising.

Members of our organization have previously participated in site cleanups, donated to tree plantings, and contributed to site preservation in many ways. Once the site is axquired, our organization will contribute to site development and maintenance in the following ways:

- support fund-raising efforts
- support grant applications
- organize volunteer efforts
- sponsor and/or support site activities that align with the goals of our organization and the Coalition

Please do everything in your power to support the Coalition in its efforts.

Sincerely,

Janice Monson
President, HPNA



VAN VORST PARK ASSOCIATION
The Barrow Mansion • 201-435-8808
83 Wayne Street
Jersey City, NJ 07302

February 23, 2003

Re: Pennsylvania Railroad Harsimus Stem Embankment, Sixth Street, Jersey City

The Van Vorst Park Association has supported the Embankment Preservation Coalition's efforts to preserve the Harsimus Stem Embankment historic structure, improve the streetscape along Sixth Street, adaptively reuse the top as passive green space, and link the site to the Hudson Waterfront Walkway and a network of greenways, including the East Coast Greenway.

We support acquisition of this historic site by an appropriate public entity or land trust and endorse efforts to secure the site through donation, grants and/or low-cost loans and fund-raising.

Once the site is acquired, our organization will contribute to site development and maintenance in the following ways:

- support fund-raising efforts, including a donation from our organization
- support grant applications
- organize volunteer efforts
- sponsor and/or support site activities that align with the goals of our organization and the Coalition

Please do everything in your power to support the Coalition in its efforts.

Sincerely,

Laura Fraschilla /ab

Laura Fraschilla,
President, Van Vorst Park Association

CITY OF
JERSEY CITY

GLENN D. CUNNINGHAM
MAYOR

CITY HALL
JERSEY CITY, NJ 07302
TEL: (201) 547-5200
FAX: (201) 547-4288

October 27, 2003

Robert Ryan, Real Estate Director
Conrail
510 Thornall Street, Suite 390
Edison, New Jersey 08837

Re: Pennsylvania Railroad Harsimus Stem Embankment Preservation Coalition, Sixth Street Jersey City

Dear Mr. Ryan:

I am writing in response to your communication of March 13, 2003 regarding the Pennsylvania Railroad Harsimus Stem Embankment, Sixth Street Jersey City.

At this time, I would like to open up a dialogue with Conrail as well as the Embankment Preservation Coalition regarding the maintenance of the integrity of the remaining embankment. Perhaps a way to keep the property intact would be to look at public or private funding or grants. I would appreciate if you would be kind enough to contact my office to schedule an appointment to discuss the matter.

Very truly yours,

MAYOR GLENN D. CUNNINGHAM

bcc: Maureen Crowley, President
Embankment Preservation Coalition

Appendix IV

East Coast Greenway

Northern New Jersey Route Location Study

This Executive Summary profiles the results from the East Coast Greenway Northern Route Location Study that was conducted by the New Jersey Department of Transportation, with consultant services from The RBA Group, and with planning assistance from the NJ Committee for the ECG.

Executive Summary — **May 2004**

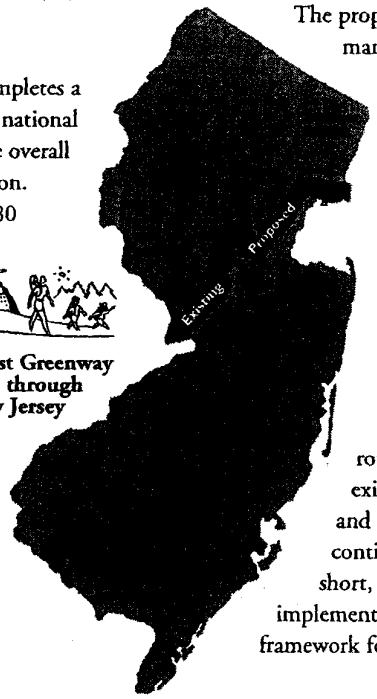
The East Coast Greenway

The East Coast Greenway (ECG) will be a long-distance, city-to-city, multi-modal transportation corridor for cyclists, walkers, and other non-motorized users. The goal is to connect existing and planned trails that are locally-owned and managed to form a continuous, safe, green route — easily identified by the public through signage, maps, user guides, and visitor support services. The Greenway will be a 2,600-mile path linking East Coast cities from Maine to Florida, attracting residents and visitors alike.

The New Jersey portion of the Greenway, when complete, will cover 92 miles between Pennsylvania and New York. It will pass through major urban areas — Trenton, Princeton, New Brunswick, Newark and Jersey City — as well as rural and suburban New Jersey. This study identifies a 64-mile route through 5 counties and 22 municipalities connecting the existing Delaware and Raritan River (D&R) Canal Towpath in South Bound Brook to the Hudson River Walkway with access to New York via multiple ferries. This will compliment the existing 28-mile off-road segment along the D&R Canal Towpath.

The route recommended in this project completes a continuous route across New Jersey for the national East Coast Greenway Alliance (ECGA), the overall coordinating national non-profit organization. The route meets ECGA's goal that at least 80 percent of the Greenway be off-road, with on-road and sidewalk connections where necessary.





East Coast Greenway Route through New Jersey

Who the Greenway will Serve

Users will include children walking to school, commuters cycling to work, families enjoying a weekend outing, and tourists seeing the sights in a leisurely and low-impact manner.

How the Greenway through NJ will Benefit our Communities

- *By providing access to communities and their services, the Greenway offers economic benefits to towns and cities along the route.*
- *By connecting residential areas with schools, parks, businesses, downtowns, public attractions and transit stations, the Greenway gives local residents more opportunities for non-motorized local travel.*
- *By offering an alternative to driving on streets, the Greenway reduces roadway congestion.*
- *By offering walkers, cyclists, skaters and others an alternative to on-road travel, the Greenway promotes public safety and reduces roadway crashes.*
- *By offering an easily-accessed facility for exercise, the Greenway offers health benefits to local citizens.*

Selecting the Route through Northern New Jersey

The proposed route has been identified on the basis of many kinds of research. The preliminary choices were based on ECGA's route evaluation criteria. Then field investigations, a review of currently proposed trail projects, and Geographic Information System mapping contributed toward the selection of a primary route. Interviews and meetings with county and local stakeholders were key in gaining the local knowledge needed to define an alignment and build consensus for the Greenway.

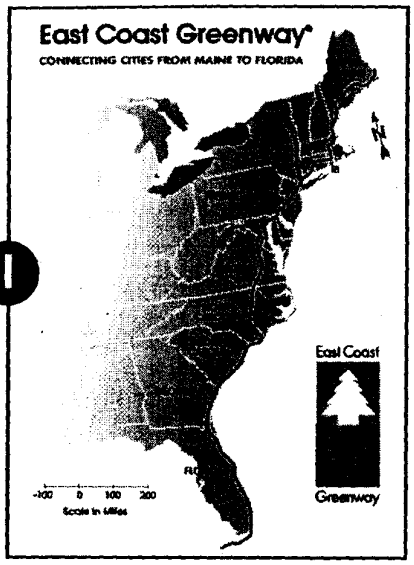
The study analyzed the conditions along the route to determine which segments already exist, which segments are under development, and which segments need to be built to provide a continuous route. Finally, the study developed short, medium and long-term timelines for implementing the recommended route to establish a framework for funding needs and route completion.

Map (1) depicts the proposed East Coast Greenway route as it would appear upon completion.

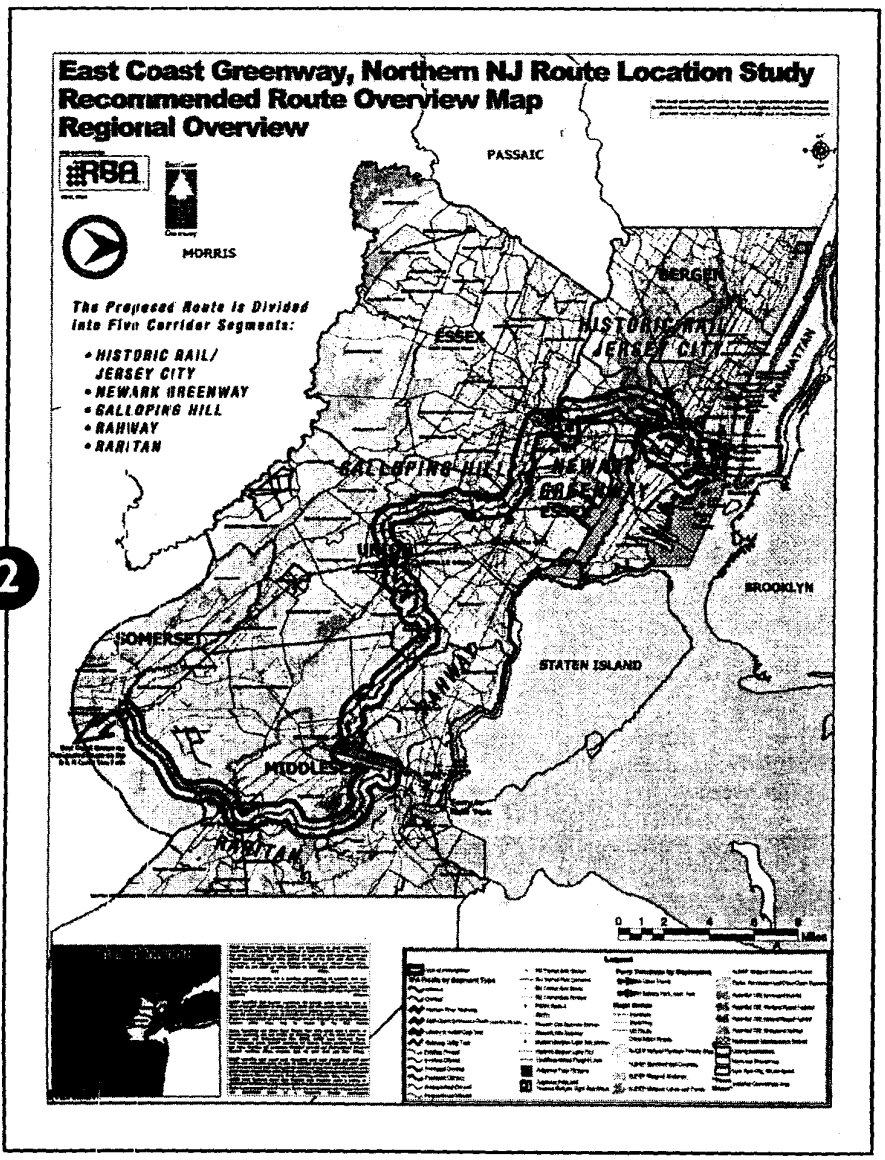
Map (2) provides a regional overview of the proposed Greenway route through northern New Jersey. The route was divided into five segments with descriptive names as part of the planning process.

This route is the product of input from hundreds of stakeholders, dozens of meetings, and a yearlong site investigation process. Refinement of the Greenway route is expected to continue over time to meet local needs and to capture future opportunities.

1



2



The Greenway Route through New Jersey

New Jersey boasts the first ever trail segment designated as the East Coast Greenway: the 28-mile D&R Canal Towpath that stretches between Trenton, Mercer County, and South Bound Brook, Somerset County. It is from the Towpath in South Bound Brook that the study's proposed route extends 64 miles to Liberty State Park in Jersey City, Hudson County.

The route follows the Raritan River across Middlesex County before turning north to continue along the Rahway River corridor in Union County, linking parks and open space along the way. At Lenape Park, the Greenway curves east, crosses several parks and enters Essex County through Weequahic Park. The route then passes through the City of Newark and crosses the Passaic River at the Jackson Street Bridge into Harrison, Hudson County. The Greenway crosses the Meadowlands and the Hackensack River, and then passes through Jersey City to reach the Hudson River Walkway, where ferry service to New York City is available.

An interim mostly on-road route that closely parallels the long-term off-road alignment shown here is being established for use until the preferred alignment is open for public use.

The RBA Group, Inc.

Route Evaluation Criteria

Key elements of the criteria for choosing a preferred route though New Jersey include the following:

- *The Greenway will be off-road as much as possible, with on-road connections appropriate for bicyclists and walkers.*
- *The Greenway will "piggyback" along existing and proposed trails.*
- *The Greenway will provide access to the centers of cities and will link with key transportation nodes.*
- *The Greenway will provide a varied experience of New Jersey's landscapes, with the potential for connections to area attractions.*

The study's proposed route is successful in meeting the criteria, with more than eighty% of the route potentially off-road. The Greenway provides connections between town centers, transit stations and visitor attractions, as well as linking parks and open space. The route also provides access to Amtrack stations in Metro Park and Newark. Approximately sixty-two% of the route incorporates open space and trail facilities that are either existing or are proposed in regional, county or municipal plans.

Representative Existing Facilities:

D&R Canal Towpath, Johnson Park path, Rahway River Parkway, Hudson River Waterfront Walkway

Representative Planned Projects:

Raritan River Seaport Trail, Route 1 Utility Corridor, Middlesex Greenway, Union County Greenway, Newark Greenway, Bergen Arches, 6th Street Embankment

Facility Types along the East Coast Greenway

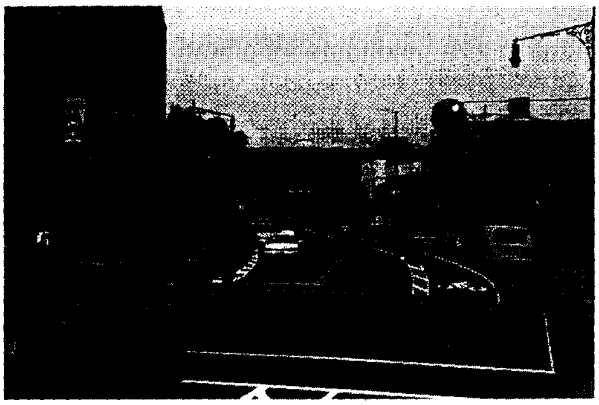
The East Coast Greenway is, ideally, an off-road facility with on-road and sidewalk connections only where necessary. A paved or firm trail surface will accommodate multiple users, including road bicycles, wheelchairs and walkers. On-road bicycle facilities and sidewalks will provide for safe bicycling and walking.

Examples of Facility Types:



Shared Use Path

Typically 10-12 feet wide, a paved or stone-dust shared use path is separate from roadways and provides valuable connections to popular destinations.



Bike Lane and Sidewalk

A striped and signed bike lane defines roadway space for bicyclists. Sidewalk serves pedestrians.



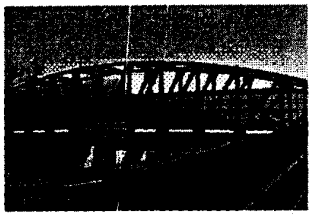
Bike Route/Shared Road and Sidewalk

Traveling along a signed bike route, bicyclists share the road or shoulder.

Completion of the East Coast Greenway



Nationally, it is anticipated that the Greenway will be completed by 2010. Currently, 20 percent is complete and an additional 40 percent is under development. In New Jersey, the total length is 92 miles, of which an estimated 77 miles is potentially off-road. Although a few sections of the off-road trail may require long-term (10-20 year) implementation, many sections are either in use today or could be completed within the next five years. An interim route with on-road segments will be identified by the end of 2004.

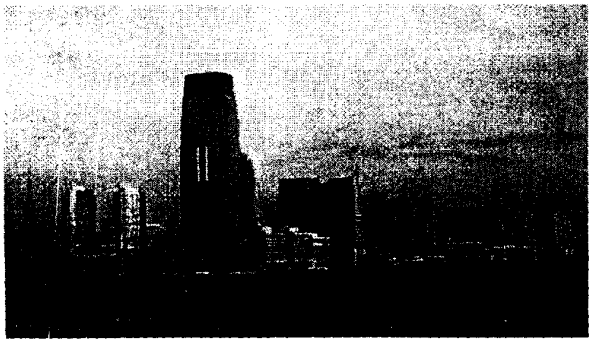


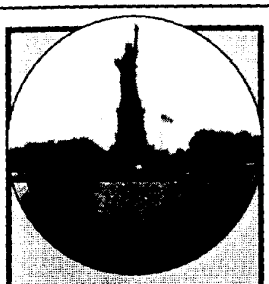
How the New Jersey Portion of the Greenway will be Built



Municipal, county, and the state government are working together to link existing trails and open spaces by converting unused railroad corridors, canal towpaths, parkland, and other linear spaces. Funding comes from many sources, including state and federal transportation budgets; over $600 million has been invested nationally to date. Counties, municipalities, volunteers, local "Friends" groups, and others also contribute time and money towards trail planning, development and maintenance.







The East Coast Greenway will go through...

Mercer County
Trenton
Lawrence
Princeton Twp.

Somerset County
South Bound Brook
Franklin Twp.

Middlesex County
South Brunswick
Plainsboro Twp.
New Brunswick
Piscataway
Highland Park
Edison
Woodbridge

Union County
Rahway
Clark
Winfield
Cranford
Springfield
Union Twp.
Kenilworth
Hillside
Elizabeth

Essex County
Newark

Hudson County
Harrison
East Newark
Kearney
Secaucus
Jersey City

NJ ECG Attractions and Destinations

Major Cities: Newark, Jersey City, Trenton and New Brunswick

Universities: Rutgers University, Princeton University, Kean University, NJ Institute of Technology, University of Medicine and Dentistry of NJ

Large Parks: Johnson Park, Roosevelt Park, Merrill Park, Nomahegan Park, Weequahic Park, Meadowlands State Wildlife Preserve, Liberty State Park.

Historic Landmarks: Statue of Liberty, Ellis Island, Harsimus Embankment, Liberty Hall Museum, Edison Tower, Princeton Battlefield State Park, D&R Canal Towpath

Entertainment: NJ Performing Arts Center, Liberty Science Center, Newark Museum, Newark Riverfront Stadium, Trenton Thunder's Stadium, NJ War Memorial Auditorium

Major Waterways: Hudson River, Delaware River, Hackensack River, Passaic River, Raritan River and Rahway River

Contacts:

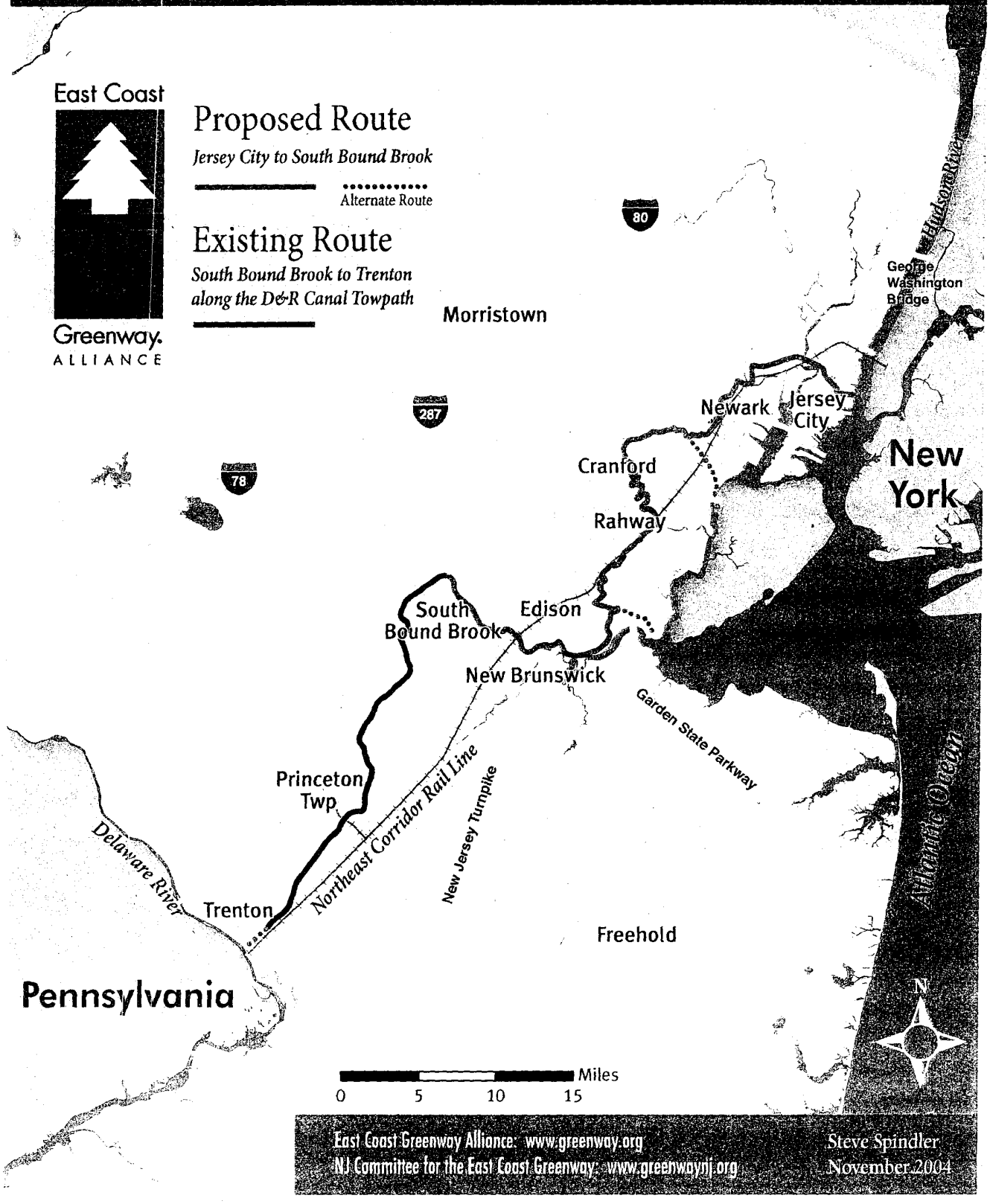
Sheree Davis, *Bicycle & Pedestrian Coordinator, Office of Bicycle and Pedestrian Programs*
New Jersey Department of Transportation
(609) 530-6551
sheree.davis@dot.state.nj.us

Annette Schultz, *Project Manager*
The RBA Group
973-898-0300
aschultz@rbagroup.com

Elizabeth Brody, *Chair*
New Jersey Committee for the East Coast Greenway
(908) 245-8007
info@greenwaynj.org

Visit the ECGA website:
www.greenway.org
ECG New Jersey site:
www.greenwaynj.org

East Coast Greenway in New Jersey



Appendix V

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 NJ State Assemblyman Louis M. Manzo,petitioners --
Petition for a Declaratory Order**

**VERIFIED STATEMENT OF
ELIZABETH BRODY**

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

1. I am an attorney licensed to practice law in the State of New Jersey, and am a member of the board of trustees of the East Coast Greenway Alliance (ECGA).

2. The ECGA is a national membership organization, incorporated in New York State and with national headquarters in Rhode Island, that coordinates efforts to establish a 2800-mile bicycling and pedestrian trail from Calais, Maine, to Key West, Florida. ECGA sets the vision for this trail. It defines trail criteria; provides coordination among the many agencies that will own, develop, and manage trail segments; and encourages the public to

use the trail. The Alliance board designates new sections of trail.

3. The ECGA has helped to organize state chapters (committees) to put the trail on the public agenda. The ECGA and these state committees have enabled local trail supporters to garner needed funding, including federal transportation funding that is the primary resource for designing and constructing the trail.

4. I served as Chair of the NJ Committee for the East Coast Greenway for three years, from January 2003 through 2005. Starting with a working group of 40, this organization has grown to over 450 members living throughout the state of New Jersey. The NJ Committee partners with over five dozen national, regional, and local civic organizations and government agencies to promote increased pedestrian and bicycle use.

5. In New Jersey, the East Coast Greenway is 52 percent complete. The major part of the existing route links Trenton and New Brunswick.

6. Beginning in February 2003, The NJ Committee, the ECGA, and the New Jersey Department of Transportation (NJDOT) collaborated on a two-year-long Northern Jersey Route Location Study to determine an East Coast Greenway route through this densely populated area. Our primary goal was to provide the two largest cities in the state--Newark and Jersey City--with access to this trail, which is often called the urban equivalent of the

Appalachian Trail.

7. The study, sponsored by the NJDOT and conducted by The RBA Group, a planning and engineering firm, identified a route through Jersey City that used out-of use rail lines that would enable safe, off-road passage through the traffic-laden highways and streets of this heavily developed area.

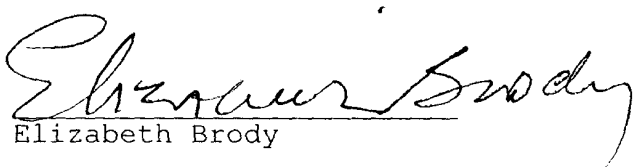
8. The terminal segment of this route in New Jersey is the Harsimus Branch Embankment and its Sixth Street extension, which enables west-east access to the Hudson River waterfront and ferry service to New York City.

9. The Harsimus Branch segment is not only essential to the East Coast Greenway route in New Jersey but will also provide users with unparalleled access to two National Historic Districts and the landmarks they contain. The Embankment is a state, national-eligible, and municipal landmark in its own right.

10. All 27 municipalities and six counties traversed by the East Coast Greenway in New Jersey have passed resolutions of support endorsing the route.

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 March 6, 2006.



Elizabeth Brody

Appendix VI

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 NJ State Assemblyman Louis M. Manzo, petitioners --
Petition for a Declaratory Order

VERIFIED STATEMENT OF
STEPHEN MARKS

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

1. I, Stephen Marks, am the Division Chief of the Hudson County Division of Planning. I am a certified planner and member of the American Institute of Certified Planners (AICP). I am also licensed as a "Professional Planner" by the State of New Jersey.

2. The Hudson County Board of Chosen Freeholders, as the governing body of the County of Hudson, duly adopted the Hudson County Open Space, Recreation and Historic Preservation Plan by way of resolution no. 118-3-2005, on March 24, 2005.

3. The Embankment property is identified in the Hudson County

Open Space, Recreation and Historic Preservation Plan as one of 16 acquisition priorities for the County. Its acquisition by the City of Jersey City and development as a linear park and greenway with light rail potential is wholly consistent with Hudson County's goals.

4. The Hudson County Board of Chosen Freeholders, as the governing body of the County of Hudson, endorsed the East Coast Greenway Northern New Jersey Route Location Study by way of resolution no. 257-6-2004 on June 2004.

5. The East Coast Greenway Northern New Jersey Route Location Study identified the Embankment as part of the proposed route through Hudson County. The East Coast Greenway is a national initiative, recognized by Congress, to create an urban trail from Maine to Florida, through 24 U.S. cities.

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.

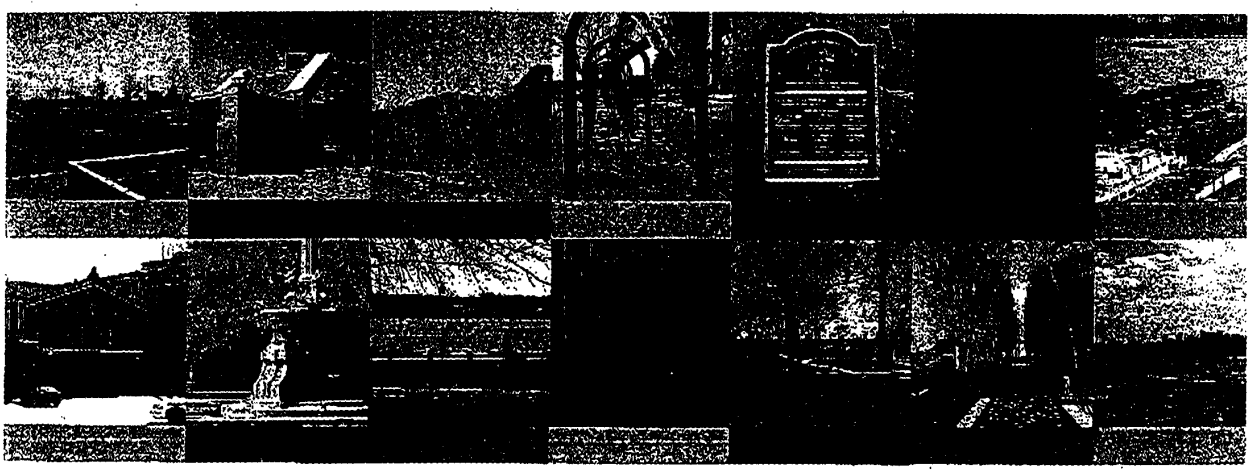
Executed on 3/7/06.

Stephen D. Marks

OPEN SPACE &

RECREATION PLAN

HUDSON COUNTY March 200



HEYER, GRUEL & ASSOCIATES

Acquisition

- Encourage municipalities to prepare inventories of publicly owned properties to consider the use of such properties for open space or recreation facilities
- Create list of county acquisition priorities
- Encourage municipalities to prepare a list of municipal acquisition priorities
- Utilize the recently passed Parks, Open Space, Recreation and Historic Preservation Trust Fund to begin acquisition activities
- Partner with local municipalities, adjacent counties, New Jersey Meadowlands Commission, state agencies and private non-profit conservation groups for joint acquisition of Open Space to leverage available funding

Critical Resource Preservation

- Identify remaining critical resources
- Suggest critical resource protection ordinances for municipalities
- Pursue acquisition of remaining critical resource areas
- Re-evaluate any county capital program in critical resource areas
- Pursue co-operative resource protection with municipalities, adjacent counties, New Jersey Meadowlands Commission, the state, federal agencies and private non-profit conservation groups

Viewsheds

- Ensure completion of riverfront walkways



- Protect visual resources of the "Palisades" and long range harbor viewsheds
- Ensure that new development provides public access to waterfront areas, recreational facilities and open space

Network Links

- Provide for scenic walkways and bikeways along the Hudson, Hackensack and Passaic River waterfronts
- Provide way finding signage to nearby parks and recreation facilities
- Improve signage on bikeways throughout the county
- Create more East/West connections to link the waterfront areas
- Maximize access to cultural and historic facilities through public transportation and pedestrian walkway improvements
- Actively participate in the 'East Coast Greenway' and 'Liberty to Water Gap trail' initiatives
- Complete proposed walkways and bikeways identified on the County Green Map

and recreational activities within the county that residents can easily access.



East Coast Greenway

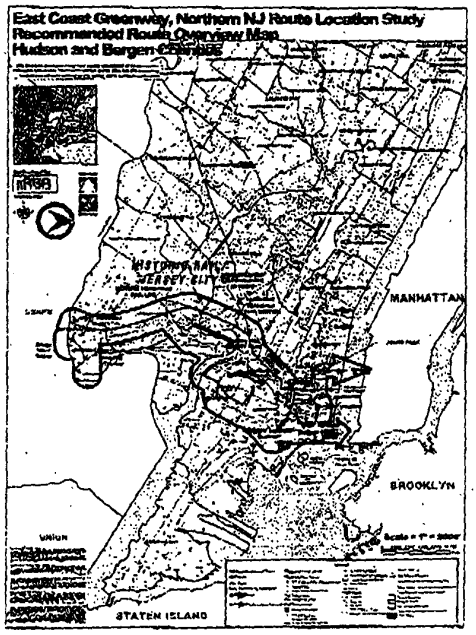
The East Coast Greenway is a proposed trail system that runs from Florida to Maine. The vision of the for the Greenway is to be "the nation's first long-distance, city-to-city, multi-modal transportation corridor for cyclists, hikers, and other no-motorized users." The goal is to connect existing and planned trails that are locally owned and managed to eventually form one continuous route.

It is planned that 80% of the route will be off-road serving cyclists, hikers, skaters, equestrians, individuals in wheelchairs and other non-motorized users. Presently, there is a national non-profit, the East Coast Greenway Alliance, that is leading the initiative and there is a state committee for New Jersey. A route is being investigated through Hudson County and the study area includes Harrison, Kearney, Secaucus and Jersey City crossing from west to east. The County should work with the existing state committee to help develop the most beneficial route taking into account all the other trail initiatives and existing trails within the County.

Liberty-Water Gap Trail

The Liberty-Water Gap Trail is a 156-mile route that, like the East Coast Greenway, stitches together established smaller trails to create a route that begins in Liberty State Park and ends at the Delaware Water Gap. It is an initiative that is lead by National Trails Program and has not be officially endorsed by State officials. The proposed route though Hudson County exclusively stays within Jersey City and the majority of it currently is recognized as an existing walkway in Jersey City on the County's Green Map.

Hudson County should work to ensure that this trail is recognized as an existing walkway within the County and be promoted. The County should also ensure that the trail makes connections to other trail initiatives and open space within the County to enhance and expand recreational opportunities for residents.



Site	Location	Estimated Acreage
1. Kearny Point south	Kearny	12 acres
2. Former PJP landfill	Jersey City Westside	57 acres
3. 6th Street Embankment	Jersey City Downtown	8 acres
4. Reservoir No. 3	Jersey City Heights	14 acres
5. Enos Jones Park North	Jersey City Downtown	18 acres
6. Mori Tract	Secaucus/Harmon Meadow	75 acres
7. North 40 Park	Bayonne	32 acres
8. Perisi Site	North Bergen waterfront	7 acres
9. Passaic Riverbank Park	Kearny	1 acre
10. Newark Industrial Track	a. East Newark	3 acres
	b. Harrison	5 acres
	c. Kearny	17 acres
11. Boonton Line	a. Jersey City	7 acres
	b. Kearny	26 acres
	c. Secaucus	7 acres
12. Little Snake Hill	Secaucus/Laurel Hill	59 acres
13. Vitamin Factory, waterfront	Guttenberg	1 acre
14. 1600 Park Avenue	Hoboken/Weehawken	2.5 acres
15. Municipal Pool	North Bergen	14 acres
16. 18th Street	Weehawken/ Hoboken	2.5 acres

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON
RESOLUTION

6

No. 118-3-2005

On Motion of Freeholder Dugan
Seconded by Freeholder Liggio

ACCEPTING THE RECOMMENDATION AND ACTION
OF THE HUDSON COUNTY PLANNING BOARD
BY ADOPTING THE
"OPEN SPACE AND RECREATION PLAN - MARCH, 2005"
AS AN ELEMENT AND PART OF THE
HUDSON COUNTY MASTER PLAN

WHEREAS, the "Hudson County Master Plan" was duly adopted by resolutions of both the County Planning Board and this Board of Chosen Freeholders in March of 2002; and

WHEREAS, since that time, and pursuant to P.L. 1997, Ch. 24, the County of Hudson, by way of actions undertaken by the governing body as supported by voter referendum, an open space recreation and conservation program was established; and

WHEREAS, pursuant to Open Space and Recreation Plan Guidelines as promulgated by the New Jersey Department of Environmental Protection's Green Acres Program, the Hudson County Open Space Advisory Board after due public notice and participation, has created a document identified as the "OPEN SPACE RECREATION PLAN- HUDSON COUNTY, MARCH, 2005" and

WHEREAS, said document is on file with the Clerk of this Board and available for public inspection; and

WHEREAS, as its public meeting of March, 16, 2005, the Hudson County Planning Board voted without exception to accept said Plan and to make it part of and an element of the Hudson County Master Plan, and

WHEREAS, this Board has reviewed the "Open Space and Recreation Plan" adopted by the Planning Board, and by this Resolution adopts the plan and makes it part of the Master Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Hudson, that:

1. The above recitals are incorporated herein as though fully set forth at length.

2. This Board accepts the recommendation and action of the Hudson County Planning Board and adopts the "Open Space and Recreation Plan- March, 2005" as it is now on file with the Clerk of this Board, and amends the Master Plan to include said " Open Space an Recreation Plan" as an element and part of the Hudson County Master Plan.

FROM :HUDSON COUNTY PLANNING FAX NO. :12017957856 Mar. 07 2006 05:59PM P4

3. A certified copy of this resolution shall be sent by the Clerk of this Board to the Hudson County Planning Board and to the Hudson County Open Space Advisory Board.

4. This Resolution shall take effect immediately.

Freeholder	Aye	Nay	Abst	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Cifelli	X				O'Dea	X			
Dublin	X				Rivas	X			
Dugan	X				Velazquez	X			
Fitzgibbons	X				Chairman Vega	X			
Liggio	X								

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 24 day of March A.D. 2005, the foregoing resolution was adopted with 9 members voting in the affirmative and 0 in the negative

Jean A. Byrnes, Clerk

APPROVED AS TO LEGAL FORM
BY:
DONATO J. BATTISTA
HUDSON COUNTY COUNSEL

Appendix VII

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

DECLARATION OF GREGORY J. CORRADO

I, Gregory J. Corrado, make this Declaration, pursuant to 28 U.S.C. § 1746, in support of the Opening Statement filed by petitioners City of Jersey City, et al. in this proceeding.

1. I am the Assistant Business Administrator for the City of Jersey City and I have been assigned by the Business Administrator to represent the administration in the City's efforts to acquire and develop a public park and an extension of New Jersey Transit Light Rail on the Harsimus Branch (known locally as the Sixth Street Embankment Project). In addition, the park would be added to the East Coast Greenway. This exciting project has been gestating for several years, enjoys strong community support, and is endorsed by Mayor Healy and the Jersey City Municipal Council. In fact, prior to his election as Mayor, then Councilman-at-Large Healy, voted for the ordinance authorizing the administration to acquire the Sixth Street Embankment properties through eminent domain.

2. As part of the project, the City retained an engineering firm with extensive park development experience (T&M Associates of Middletown, New Jersey) to create an initial park plan and to determine the associated construction costs. Working closely with the highly-organized local community group, the Sixth Street Embankment Coalition, the City has developed a preliminary program. Because the City cannot control the decision of New Jersey Transit regarding the Light Rail extension, the initial phase of the park does not include the Light Rail element.

3. The park program calls for the construction of bridges to reconnect the embankment, with ramps at each end of the park descending to street grade. The bridges and walkways are designed to accommodate the load and width of emergency medical and

maintenance vehicles. Landscaping will replicate the wild habitat look that the embankment currently has. The park would create a green path for bicyclists, runners, and strollers to journey from Jersey City's central neighborhoods to the Hudson River waterfront, including the Hudson River walkway. Scattered benches and urban architectural overlooks will provide passive recreation.

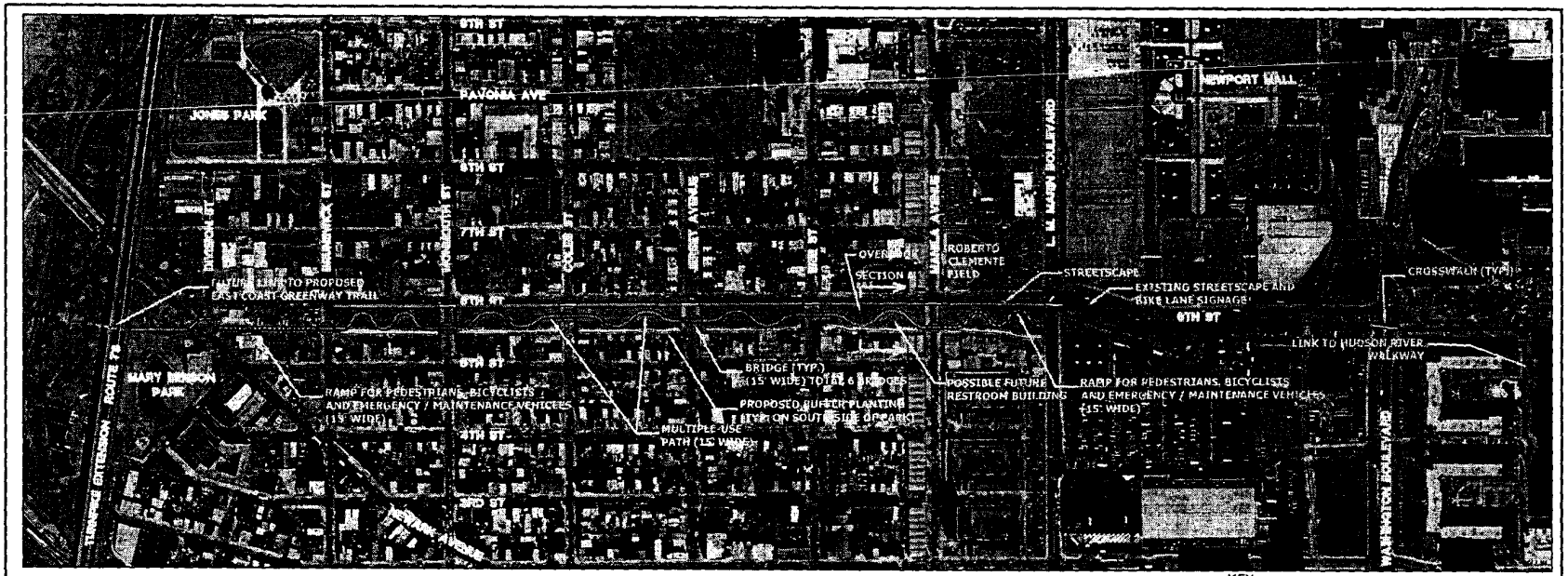
4. The proposed New Jersey Transit Light Rail extension on the Sixth Street Embankment will a) connect the current system with Jersey City's central neighborhoods; b) offer more Park and Ride opportunities for northern New Jersey residents who commute to New York City or the Jersey City waterfront; and c) provide service north to the New Jersey Meadowlands and Xanadu through the Bergen Arches. The embankment used to carry seven tracks when it operated as a railroad; plenty of room for the Light Rail to coexist with the park. In fact, passengers on the Light Rail would enjoy the park as they traversed it. The Mayor's Chief of Staff, Carl Czaplicki, is working with Jersey City's congressional delegation to identify federal transportation funds for the extension (the current Light Rail was constructed with federal funds).

5. The City has successfully applied and received commitments from several grant/loan sources for the acquisition and development of this project. The grant sources are: a)the New Jersey Green Acres Program (two awards of $800,000 each); b)the local Baykeeper Program ($500,000); and c) the New Jersey Meadowlands Commission ($1 million). In addition, during a meeting with NJ Green Acres Director John Flynn, the City was told that an application for supplemental funding under N.J.A.C. 7:36-9.3 would be supported by the agency . Beyond grant sources, the City has committed its own funds to the project both in the current Capital Improvement Plan ($750,000) and in the Open Space Fund ($800,000).

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 3/6/06.

Exhibit A: Preliminary Park Design
Exhibit B: Preliminary Cost Estimates



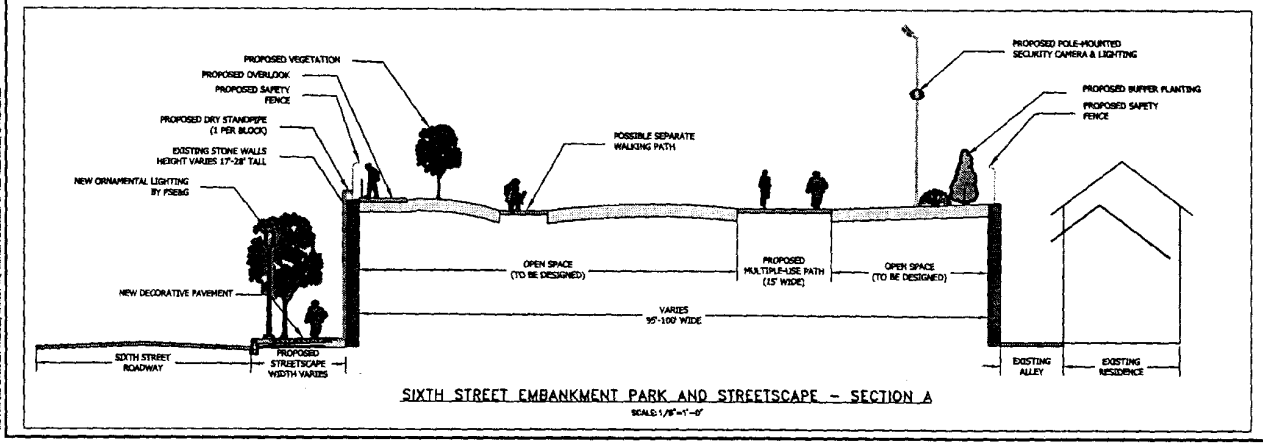
CONCEPT PLAN

SCALE: 1"=100'-0"

KEY

- PROPOSED BRIDGE
- PROPOSED RAMP
- PROPOSED MULTIPLE-USE PATH
- PROPOSED OVERLOOK
- PROPOSED STREETSCAPE
- EXISTING STREETSCAPE
- PROPOSED CROSSWALK
- PROPOSED BUFFER

GRAPHIC SCALE



SIXTH STREET EMBANKMENT PARK AND STREETSCAPE - SECTION A

SCALE: 1/8"=1'-0"

NO.	DATE	REVISIONS	BY	CHECKED

CITY OF JERSEY CITY

6TH STREET EMBANKMENT PARK AND STREETSCAPE
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

CONCEPT PLAN

TM ASSOCIATES
11 Bridal Road
Middletown, NJ 07748
Tel. 732-671-6400
Fax 732-671-7366

RICHARD F. HERNON, P.E.
CONSULTING ENGINEER

LICENSED PROFESSIONAL ENGINEER
STATE OF NEW JERSEY LICENSE No. 19663

DRAWING CP1

SHEET 1 OF 1

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SIXTH STREET STREETSCAPE on South Side
BRUNSWICK STREET TO MARIN BOULEVARD
Jersey City
PRELIMINARY CONSTRUCTION COST ESTIMATE

September 26, 2005
JCTY-00020

TM ASSOCIATES

STREETSCAPE FROM BRUNSWICK STREET TO MARIN BOULEVARD

	Qty.	Unit	Unit Cost	Total	
MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	$62,500.00	$62,500.00	
SOIL EROSION AND SEDIMENT CONTROL	1	LS	$10,000.00	$10,000.00	
MOBILIZATION & BONDING	1	LS	$35,000.00	$35,000.00	
BIT. STAB. BASE COURSE, STONE MIX I-2, 4" THICK	472	TONS	$200.00	$94,400.00	Pavement Restoration at Curbs and Crosswalks
BIT. CONC. SURFACE CRSE. STONE MIX I-5, 1 1/2" THICK	177	TONS	$100.00	$17,700.00	Pavement Restoration at Curbs and Crosswalks
PRECAST CONCRETE PAVER SIDEWALK, 2-3/8" THICK	2,100	SY	$90.00	$189,000.00	Includes 15' Return on Cross Streets
CONCRETE SIDEWALK, 4" THICK	2,100	SY	$50.00	$105,000.00	Includes 15' Return on Cross Streets
CONCRETE CURB	2,800	LF	$20.00	$56,000.00	Includes 15' Return on Cross Streets
DRAINAGE	1	LS	$75,000.00	$75,000.00	
TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 8" WIDE	6,850	LF	$2.00	$13,700.00	
BENCHES	12	UN	$1,300.00	$15,600.00	
WASTE CONTAINERS	6	UN	$1,000.00	$6,000.00	
BIKE RACKS	2	UN	$750.00	$1,500.00	
TEXTURED ASPHALT CROSSWALKS	415	SY	$120.00	$49,800.00	
STREET TREES	50	UN	$750.00	$37,500.00	15'-17' tall, 3 1/2" - 4 " caliper
TRAFFIC & GATEWAY ENTRANCE SIGNAGE	2	UN	$3,500.00	$7,000.00	
MISCELLANEOUS (RESET SIGNS, VALVES, ETC.)	1	LS	$30,000.00	$30,000.00	
DECORATIVE LIGHTING, INSTALLATION & SERVICE	40	UN	$4,000.00	$160,000.00	70' apart
TRIM EXISTING TREES (IF AND WHERE DIRECTED)	3	UN	$800.00	$2,400.00	
Construction =				**$968,100.00**	
Contingencies =	**10%**			**$96,810.00**	
Design =	**10%**			**$96,810.00**	
Construction Management =	**9%**			**$87,129.00**	
Total =				**$1,248,849.00**	
Say =				**$1,250,000.00**	

SIXTH STREET EMBANKMENT PARK - ALTERNATIVE #1

September 26, 2005

Jersey City

JCTY-00020

PRELIMINARY CONSTRUCTION COST ESTIMATE

TM ASSOCIATES

PARK Alternative #1 - ADA Compliant Route With Through Girder Bridges

	Qty.	Unit	Unit Cost	Total	
Excavation	24,732	CY	$16.00	$395,712.00	Includes removing 2 ft. depth of contaminated material from top surface
Embankment	1,651	CY	$12.00	$19,812.00	Excavated material that can be used to fill between the modular walls
Borrow Excavation	15,400	CY	$17.00	$261,800.00	Material to replace the contaminated material removed
ID 24 Disposal	23,081	CY	$10.00	$230,810.00	Disposal of the excess contaminated material
Dense Grade Aggregate	4,825	SY	$8.00	$38,600.00	
Hot Mix Asphalt	1,395	TN	$90.00	$125,550.00	Pervious pavement, 4" thick
Safety Fence	6,595	LF	$110.00	$725,450.00	Curved top fence on top of walls
Park Entrance Gates	2	EA	$3,000.00	$6,000.00	
Park Entrance Signs	2	EA	$6,000.00	$12,000.00	
Topsoil & Seeding	24,500	SY	$10.00	$245,000.00	Native wildflowers and grasses, and lawns
Buffer Planting	1	LS	$75,000.00	$75,000.00	Evergreen trees 6'-7' tall
Other Planting	1	LS	$85,000.00	$85,000.00	Shade trees and shrubs
Dry Standpipe	6	EA	$15,000.00	$90,000.00	For firefighting and temporary irrigation of seeded and planted areas
Modular Retaining Wall	7,000	SF	$45.00	$315,000.00	
65-foot Through Girder Bridge	5	EA	$200,000.00	$1,000,000.00	
85-foot Through Girder Bridge	1	EA	$265,000.00	$265,000.00	
Graffiti Removal	1	LS	$35,000.00	$35,000.00	
Park Appurtenances	1	LS	$85,000.00	$85,000.00	40 Benches, 12 Trash Receptacles, 8 Bike Racks, 16 Picnic Tables
Pole - Mounted Camera	6	EA	$15,000.00	$90,000.00	
Emergency Pull Station	6	EA	$6,000.00	$36,000.00	(Panic Button)
Police Station Video Equipment	1	LS	$30,000.00	$30,000.00	
Construction =				**$4,166,734.00**	
Contingencies =	**10%**			**$416,673.40**	
Design =	**10%**			**$416,673.40**	
Construction Management =	**9%**			**$375,006.06**	
Total =				**$5,375,086.86**	
Say =				**$5,400,000.00**	

Note: Does not include restroom building or drinking fountain. These facilities are located in Mary Benson Park.

SIXTH STREET EMBANKMENT PARK - ALTERNATIVE #2

Jersey City

PRELIMINARY CONSTRUCTION COST ESTIMATE

September 26, 2005

JCTY-00020

TM ASSOCIATES

PARK Alternative #2 - ADA Compliant Route With Historic Look Truss Bridges

	Qty.	Unit	Unit Cost	Total	
Excavation	24,732	CY	$16.00	$395,712.00	Includes removing 2 ft. depth of contaminated material from top surface
Embankment	1,651	CY	$12.00	$19,812.00	Excavated material that can be used to fill between the modular walls
Borrow Excavation	15,400	CY	$17.00	$261,800.00	Material to replace the contaminated material removed
ID 24 Disposal	23,081	CY	$10.00	$230,810.00	Disposal of the excess contaminated material
Dense Grade Aggregate	4,825	SY	$8.00	$38,600.00	
Hot Mix Asphalt	1,395	TN	$90.00	$125,550.00	Pervious pavement, 4" thick
Safety Fence	6,595	LF	$110.00	$725,450.00	Curved top fence on top of walls
Park Entrance Gates	2	EA	$3,000.00	$6,000.00	
Park Entrance Signs	2	EA	$6,000.00	$12,000.00	
Topsoil & Seeding	25,000	SY	$10.00	$250,000.00	Native wildflowers and grasses
Buffer Planting	1	LS	$75,000.00	$75,000.00	Evergreen trees 6'-7' tall
Other Planting	1	LS	$85,000.00	$85,000.00	Shade trees and shrubs
Dry Standpipe	6	EA	$15,000.00	$90,000.00	For firefighting and temporary irrigation of seeded and planted areas
Modular Retaining Wall	7,000	SF	$45.00	$315,000.00	
65-foot Historic Look Truss Bridge	5	EA	$61,000.00	$305,000.00	
85-foot Historic Look Truss Bridge	1	EA	$100,000.00	$100,000.00	
Graffiti Removal	1	LS	$35,000.00	$35,000.00	
Park Appurtenances	1	LS	$85,000.00	$85,000.00	24 Benches, 12 Trash Receptacles, 6 Bike Racks, 16 Picnic Tables
Pole - Mounted Camera	6	EA	$15,000.00	$90,000.00	
Emergency Pull Station	6	EA	$6,000.00	$36,000.00	(Panic Button)
Police Station Video Equipment	1	LS	$30,000.00	$30,000.00	
Construction =				**$3,311,734.00**	
Contingencies =	**10%**			**$331,173.40**	
Design =	**10%**			**$331,173.40**	
Construction Management =	**9%**			**$298,056.06**	
Total =				**$4,272,136.86**	
Say =				**$4,300,000.00**	

Note: Does not include restroom building or drinking fountain.
These facilities are located in Mary Benson Park.

SIXTH STREET EMBANKMENT PARK - ADD ALTERNATES

October 13, 2005

Jersey City

JCTY-00020

PRELIMINARY CONSTRUCTION COST ESTIMATE

TM ASSOCIATES

	Qty.	Unit	Unit Cost	Total	
Walkway Decorative Lighting (PSE&G)	60	EA	$4,000.00	$240,000.00	Installation of electrical services and light poles only
Pedestrian Path - Stone Screenings	2,600	SY	$60.00	$156,000.00	Includes base of dense graded aggregate, and path metal edging
Repoint & Clean Embankment Stone Walls	32,000	SF	$7.50	$240,000.00	
Construction =				**$636,000.00**	
Contingencies =	**10%**			**$63,600.00**	
Design =	**10%**			**$63,600.00**	
Construction Management =	**9%**			**$57,240.00**	
Total =				**$820,440.00**	
Say =				**$820,000.00**	

T&M ASSOCIATES

ESTIMATE OF YEARLY OPERATING EXPENSES
SIXTH STREET EMBANKMENT PARK – City of Jersey City
October 2005

I.	Salaries for Park Maintenance Personnel Estimated 1,900 hours @ $30.00 per hour salary plus benefits		$ 57,000.00
II.	Maintenance of Park Security Equipment		$2,000.00
III.	Utility Fees		$4,000.00
	Electrical (Non-decorative Lights)	$ 1,000.00	
	Water Service	$ 2,500.00	
	Waste Treatment/Cleanout	$ 500.00	
IV.	Maintenance Materials and Supplies		$7,250.00
	General Hardware, Lumber, Paint, Stain	$5,000.00	
	Turf Seed, Lime, Fertilizers, etc.	$2,250.00	
V.	Facility Repair & Replacement		$4,500.00
	Trash Receptacles & Liners	$1,500.00	
	Benches and Picnic Tables	$2,000.00	
	Landscaping	$1,000.00	
VI.	Miscellaneous		$1,000.00
	Graphics, Printing, Paper Supplies, Other		
PROJECTED YEARLY OPERATING EXPENSES			**$ 75,750.00**

Add Alternate:

Decorative Outdoor Lighting Lease, Operations and Maintenance by PSE&G	$ 20,160.00

40 units x $ 42.00 per month x 12 months = $20,160.00

To: Stephen Guaciardo 201-420-9361

State of New Jersey

James E. McGreevey
Governor

Department of Environmental Protection
PO Box 402
Trenton, NJ 08625-0402

Bradley M. Campbell
Commissioner
Tel. # (609) 292-2885
Fax # (609) 292-7695

2004

August 12, 2004

Honorable Harvey Smith (Acting)
Mayor - Jersey City
280 Grove Street
Jersey City, New Jersey 07302

RE: 0906-04-067
Harsimus Stem Embankment Acq
Jersey City, Hudson County

Dear Mayor Smith:

On behalf of Governor James E. McGreevey, I am pleased to inform you that the Department of Environmental Protection and the Garden State Preservation Trust (GSPT) have approved Jersey City's application for a Green Acres matching grant of $800,000.00. This funding is contingent upon the passage of a legislative appropriation.

Governor McGreevey has committed an additional $50 million in GSPT funding for outdoor recreation facilities because of their important role in making New Jersey a great place in which to live. I congratulate you on your efforts to improve and expand the recreational opportunities in this state. Jersey City's contribution in operating and maintaining this park will help preserve a valuable resource for future generations.

Martha S. Sapp of the Green Acres staff will be responsible for guiding you through this project and preparing the Green Trust Project Agreements for this development. Please contact Green Acres at (609) 984-0570 to discuss the next steps in this process.

Preserving open space and improving and expanding local parks are a critical component of Governor McGreevey's efforts to combat sprawl and protect our quality of life. We look forward to working with Jersey City toward the successful completion of this important project.

Sincerely,

Bradley M. Campbell

Bradley M. Campbell
Commissioner

RECEIVED
AUG 17 2004

109TH CONGRESS
1st Session

HOUSE OF REPRESENTATIVES

REPORT
109–203

SAFE, ACCOUNTABLE, FLEXIBLE, EFFICIENT TRANSPORTATION EQUITY ACT: A LEGACY FOR USERS

CONFERENCE REPORT

OF THE

COMMITTEE OF CONFERENCE

ON

H.R. 3

HIGH PRIORITY PROJECTS---Continued

No.	State	Project Description	Amount
3545	NY	Continuation of the public awareness program to the subcontracting entity which was funded under Section 1212(b) of Pub. L. 105– 178 about infrastructure in Lower Manhattan .	$400,000
3546	OR	Continue bridge repair project authorized under P.L. 105-178, Coos Bay	$8,000,000
3547	NJ	Expand TRANSCOM Regional ITS System in NJ, NY, and CT	$800,000
3548	CA	Construct new sidewalks in the city of Heber, CA	$400,000
3549	NY	Graffiti Elimination Program in Riverdale neighborhood of Bronx County	$500,000
3550	NY	Graffiti Elimination Program on Smith Street in Kings County	$500,000
3551		Struck project	$0
3552	NJ	Hudson County Fire & Rescue Department, North Bergen: Transportation Critical Incident Mobile Data Collection Device .	$960,000
3553	NJ	Hudson County Pedestrian Safety Improvements .	$800,000
3554	OR	Hwy. 199 Safety Improvements, Josephine County	$2,000,000
3555	OR	Hwy. 99E/Geary Street Safety Improvements, Albany	$1,002,000
3556	NY	Implement Improvements for Pedestrian Safety in Riverdale neighborhood of Bronx County	$500,000
3557	WA	Improve Mill Plain Blvd between SE 172nd and SE 192nd in Vancouver	$1,250,000
3558	WA	Improve signage along scenic highways in Clark, Skamania and Pacific counties	$60,000
3559		Struck project	$0
3560	NJ	Jersey City 6th Street Viaduct Pedestrian and Bicycle Pathway Project	$1,600,000
3561	OR	Middle Fork Willamette River Path, Springfield	$3,000,000
3562		Struck project	$0
3563	OR	Pedestrian improvements including boardwalk extension and sidewalk construction, Port of Brookings Harbor	$600,000
3564	NJ	Port Reading—Improvements to air quality through reduction of engine idling behind Rosewood Lane	$640,000
3565	OR	Purchase communications equipment related to traffic incident management in Linn, Benton, Lane, Douglas, Coos, Curry and Josephine Counties.	$9,000,000
3566	MA	Reconstruction of the I–95/Rte. 20 interchange in Waltham	$1,040,000
3567	NJ	Route 440 Rehabilitation and Boulevard Creation Project in Jersey City .	$1,000,000
3568	MA	Rutherford Avenue Improvements, Boston	$1,000,000
3569	GA	SR 10/Peters Street/Olympic Drive interchange, Athens	$1,600,000
3570			$0
3571	OR	To construct and enhance bikeway between Hood River and McCord Creek.	$500,000

Appendix VIII

SECTION A

Designations to ConRail

[illegible] properties of railroads in reorganization or [illegible] operated or controlled by railroads [illegible] are designated for transfer to Con[illegible] in section 206(c)(1)(A) in accordance [illegible] *designations* set forth below, subject to [illegible] *additions* specified below:

[illegible] Designations

[illegible] *Trackage Rights*—The Rail Lines Table at the [illegible] provides the details as to the designations [illegible] trackage right transfers to ConRail by each [illegible] line transfers are indicated in the "interest" [illegible] as "line to CRC". Where "line to CRC" [illegible] made, all of the transferor's right, title and [illegible] transferred. Trackage right transfers are indi[illegible] interest" column of the table as "TR to CRC". [illegible] designations only operating rights over the trans[illegible] and transferred to ConRail with the balance of [illegible] and interest transferred to others. In the other [illegible] in this section, the transfer of some rail proper[illegible] association with, or location along trans[illegible] lines. Such designations apply, except as specifi[illegible] only to transferred rail lines, and not to trans[illegible] rights.

[illegible] interest in all freight yards associated with [illegible] designated to ConRail, except for those yards [illegible] profitable railroads.

[illegible] occupancy and access rights which are necessary [illegible] the operation of present Amtrak services in all yards [illegible] with rail lines designated to ConRail.

[illegible] option (described in Chapter 8) to purchase or lease all [illegible] of Transferors' remaining interest in all passenger [illegible] associated with rail lines in which ConRail is desig[illegible] an interest.

Facilities (including ore and coal wharves, intermodal terminals service and maintenance facilities such as shops, shop machinery, enginehouses, fuel stations and roadway buildings)—

- Transferors' interest in all freight facilities associated with rail lines or yards or portions thereof designated to ConRail, except for such facilities offered to profitable railroads.
- Leasehold, occupancy and access rights in all passenger related facilities necessary to the operation of present Amtrak services and associated with rail lines designated to ConRail.
- An option (described in Chapter 8) to purchase or lease all or less of Transferors' remaining interest in all passenger related facilities associated with rail lines in which ConRail is designated an interest.

Stations and Structures—

- Transferors' interest in freight related structures associated with a yard or portion thereof designated to ConRail from Transferor.
- Leasehold, occupancy and access rights necessary to the operation of present Amtrak services in stations and other passenger related structures and an option (described in Chapter 8) to acquire all or less of Transferors' remaining interest in such structures.
- Transferors' interest in those freight related structures associated with rail lines designated to ConRail which structures are used and useful in rail transportation as that term is defined in Chapter 8.
- A 2-year lease with appropriate access and occupancy rights of Transferors' interest in that portion of any structure transferred to or left with others than ConRail in which rail properties otherwise designated to ConRail are located.

Freight Cars and Nonpassenger Service Locomotives—Transferor's interest in all freight cars and nonpassenger service locomotives except for:

- such equipment under leases not meeting lease designation standards, and
- such equipment designated for offer to the Chessie.

Passenger Service Locomotives—An option (described in Chapter 8) to purchase transferors' interests in passenger service locomotives, except:

- such equipment under leases not meeting lease designation standards, and
- such equipment designated for offer to the Chessie.

Passenger Cars—An option (described in Chapter 8) to purchase transferors' interests in passenger cars except:

- such equipment under leases not meeting lease designation standards
- such equipment designated for offer to the Chessie.

Work equipment—Transferors' interest in work equipment except:

- that offered to Chessie, and
- such equipment under leases not meeting lease designation standards.

Roadway machinery—Transferors' interest in roadway machinery except:

- that offered to Chessie, and
- such equipment under leases not meeting lease designation standards.

Miscellaneous equipment—Transferors' interest in miscellaneous equipment except:

- such equipment under leases not meeting lease designation standards,
- that equipment offered to Chessie, and
- those vehicles related to continued administration of the transferor.

Exceptions and Additions

To the extent indicated, the designations from each of the transferors whose names appear in the part of this section which follows vary from the general designations.

The following are excepted from the rail property transfers of the listed transferors:

Yards—Transferors' interest in only portions of the following yards are designated to ConRail, as outlined in the Final System Plan Map Compendium available at the Public Information Office of the Association:

Transferor	*Yard*
Connecting Railway Co.	Grogan Yard, Columbus, Ohio.
	"A" and "B" Yard, Columbus, Ohio.
Philadelphia, Baltimore & Washington RR Co.	59th Street, Chicago, Ill.
United New Jersey RR & Canal Co.	Greenville Yard, Jersey City, N.J.
	Harsimus Cove Yard, Jersey City, N.J.
Central RR of New Jersey	E-Port Yard, Elizabeth, N.J.

Transferors' interest in all of the following yards are not designated to ConRail:

Transferor	*Yard*
Canada Southern Railway Co.	Victoria Yard, Ft. Erie, Ontario.
Penna. Tunnel & Terminal R.R. Co.	New Lots Yard, New York, N.Y.
Philadelphia, Baltimore & Washington R.R. Co.	Effner Yard, Effner, Ind.
	"C" and "D" Yard, Columbus, Ohio.
Pittsburgh, Ft. Wayne & Chicago Railway Co.	12th Street Yard, Chicago, Ill.
Pittsburgh, Youngstown & Ashtabula Railway Co.	Girard Yard, Girard, Ohio.
	Austenburg Yard, Austenburg, Ohio.
Penndel Company	Southport Yard, Elmira, N.Y.
Cleveland, Cincinnati, Chicago & St. Louis Railway.	Benton Harbor Yard, Benton Harbor, Mich.

The portion transferred to ConRail of any yard transferred from the Chicago River and Indiana R.R. is limited to that needed to sustain ConRail operations.

The following additional rail properties of the transferors listed are designated for transfer to ConRail:

Transferor

Canada Southern Railroad Co.
Detroit River Tunnel Co.
Niagara River Bridge Co.
Michigan Central R.R. Co.

The rail properties in Canada owned by the Canada Southern Railroad, the Detroit River Tunnel Co., and the Niagara River Bridge Co. which are designated in fee to ConRail are subject to the following alternative designation: should be determined that the transfer of properties owned and located in Canada designated in the FSP cannot be effected under the Act, then the stock and lease hold interest of PCTC and Michigan Central in the Canada Southern Railroad Co. and Detroit River Tunnel Co., the leasehold interest of the Penn Central and the stock interest of Canada Southern (if permitted by law) in Niagara River Bridge Co. are designated for transfer to ConRail.

Both the basic and the alternative designations of these properties become effective if within 60 days of the effective date of the FSP, Penn Central, Michigan Central, and Canada Southern, as appropriate, enter into a binding agreement for sale of the Canadian properties which reserves to ConRail such rights which, in the judgment of USRA, would provide operating and capital costs for ConRail similar to those under the designation and which are otherwise in accord with the needs of ConRail.

Mahoning Coal R.R. Co.

The transferor's interest in the Lake Erie & Eastern Railroad.

Michigan Central Railroad

The transferor's stock interest in the following corporations:
Detroit Terminal Railroad
Toledo Terminal Railroad.

Peoria & Eastern Railway Co.

The transferor's stock interest in the Peoria & Pekin Union Railway

St. Lawrence and Adirondack Railway Co.

The designation of the rail properties of the St. Lawrence & Adirondack Railway Co. to ConRail is subject to the following alternative designation: should be determined that the transfer designated in the FSP, of property and located in Canada, cannot be effected under the Act, then the leasehold and stock interests of the Penn Central in the St. Lawrence and Adirondack Railway Co. are designated for transfer to ConRail.

Indianapolis Union Railroad

The transferor's leasehold interest in the Indianapolis Belt Railroad.

Norwich & Worcester Railroad Co.

The designation to ConRail of rail properties of the Norwich & Worcester Railroad Co. is subject to the condition that, if within 60 days of the effective date of the FSP, the Norwich & Worcester provides for continuity of service by entry into an agreement with another railroad for sale or operation of the designated properties, the designation to ConRail will not be effective.

Both the designation to ConRail and the designation to Providence & Worcester of rail properties of the Norwich & Worcester Railroad Co. are subject to the condition that if within 60 days of the effective date of the FSP the Providence & Worcester has presented to USRA a sound plan to operate the rail lines designated on and after conveyance date, which would maintain the same service to shippers as the designations would provide, then these designations will not be effective.

Manor Real Estate

The transferor's interests in all rail properties in Buckeye Yard.

Philadelphia, Baltimore & Washington Railroad Co.

Transferor's interest in the stock of the following corporations:
TRRA of Saint Louis
Pittsburgh, Chartiers & Youghiogheny

An option (described in Chapter 8) to purchase Transferor's interest in the stock of Washington Terminal Co. An option to purchase Transferor's interest in a trust agreement relating to the Ivy City Yard (also known as the Fort Lincoln Yard in Washington, D.C.)

The Transferor's interest in the Wilmington Heavy Repair Shop and the Edgemoor Yard.

Cleveland, Cincinnatti, Chicago and St. Louis

The transferor's leasehold interest in the Central Railroad of Indiana.

Penn Truck Lines

The transferor's interest in all highway revenue equipment leased from Transferor Truck Leasing Corp., subject to the lease designation standards described in Chapter 8; all franchises, licenses and other operating authorities, and any rights to acquire other Penn Truck Lines interests in other equipment and real property; with such authorities, and option limited, however, to those which are useful in connection with operations to be conducted by ConRail.

...ptions and additions to designations are ...spect to the transferors whose names ...following part of this section.

...*Transportation Co.*

...fer to ConRail, an option to purchase Trans... of USRA Line Code No. 434 between Howe ... Project C&NW 434 in Table D–2 of Section G of

...rights to use the properties of Manor Real ... Columbus, Ohio.

...agreement relating to the Ivy City Yard ... Yard) in Washington, D.C.

...portion of the following yards which is out... Final System Plan Map Compendium available ...ffice of the Association.

	Location
...	Weehawken, N.J.
...	New York City, N.Y.
...	New York City, N.Y.
...	Boston, Mass.
...	Pitcairn, Pa.
...	Toledo, Ohio.
...	Altoona, Pa.
...	Utica, N.Y.
...	New Haven, Conn.
...	Columbus, Ohio.
...	Greenville, N.J.
...	Jersey City, N.J.
...	Chicago, Ill.
...	Columbus, Ohio.

...llowing yards are not designated for transfer

	Location
...	Erie, Pa.
...	Wilkes-Barre, Pa.
...	Malone, N.Y.
...	Newburgh, N.Y.
...	Elmira, N.Y.
...	New York City, N.Y.
...	Newport, R.I.
...	Effner, Ind.
...	Fort Erie, Ontario.
...	New London, Conn.
...	Plainfield, Conn.
...	New Kensington, Pa.
...	Girard, Ohio.
...	Toledo, Ohio.
...	Columbus, Ohio.
...	Austinburg, Ohio.
...	Columbus, Ohio.
...	Chicago, Ill.
...	Joliet, Ill.
...	Benton Harbor, Mich.
...	Plainville, Conn.
...	Boston, Mass.
...	New London, Conn.
...	Boston, Mass.
...	Lowell, Mass.

... Transferor's interest in the marine terminal ... Jersey City, N.J. is designated for transfer

... *shop machinery, enginehouses, fuel stations and ... and maintenance facilities) not otherwise designated ... transportation authorities.*

... interest in the engine service facility at Three Rivers, Mich. ... for transfer to ConRail.

- Transferor's interest in the Wilmington Heavy Repair Shop adjacent to the Edgemoor yard (which is offered to the Southern) is designated for transfer to ConRail.

Intermodal Terminals—Transferor's interest in the Port Newark intermodal terminal at Newark, N.J., is not designated for transfer to ConRail.

Rail Welding Facilities—Transferor's interest in all rail welding facilities is designated for transfer to ConRail.

Stations and other Structures not otherwise designated to Amtrak or transportation authorities—

- There is designated for transfer to ConRail such leasehold, occupancy and access rights in the Providence Union Station and the terminal agreement relating thereto as are necessary to the operation of present passenger services, and an option to purchase, lease or otherwise acquire all or less of transferor's remaining interest.
- Such leasehold, occupancy and access rights in transferor's interest in passenger stations and other structures associated with rail lines in the Northeast Corridor which are necessary to the operation of present passenger services and an option (described in Chapter 8) to purchase, lease, or otherwise acquire the remainder or less of transferor's interest.

- *equipment*

Type	*Identification Number*	*Finance Method*	*Agreement Number*
MU-Electric	800–805	Leased	738
"	807–821	"	738
"	850–860	"	738
"	862–869	"	738
"	880–889	"	738

Passenger Cars—There is designated for transfer to ConRail the option described in Chapter 8, to purchase the transferors' interest in all passenger cars, except:

Nonpassenger service locomotives—There is designated for transfer to ConRail an option to purchase Transferor's interest in the following locomotives which were manufactured and are operated in Canada:

Type	*Identification No.*
EMD GP–7	5821–5827
EMD GP–9	7432–7440

Freight cars—Transferor's interests in the following freight cars are not designated for transfer to ConRail.

Type	*No. of Units*	*Identification Number*	*Finance method*	*Agreement number*
Flat TOFC	100	006700–006799	Lease	673
Flat TOFC	100	006800–006899	Lease	672
Flat TOFC	100	006900–006999	Lease	671
Flat TOFC	100	008500–008599	Lease	670
Flat TOFC	100	009600–009699	Lease	669
Flat TOFC	050	009800–009849	Lease	666
Flat TOFC	019	009902–009923	Lease	668
Flat TOFC	023	009700–009799	(Unassumbered)	

Floating equipment—An option (described in Chapter 8), to purchase all or part of transferor's interest in the following floating equipment:

Type	*Name or Identification Numbers*	*Number of Units*
1960 Tug Boats	Cincinnati	1
1960 Tug Boats	New York	1
1960 Tug Boats	Harrisburg	1
1960 Tug Boats	Pittsburgh	1
1930 Car Floats	70	1
1937 Car Floats	72	1
1953 Car Floats	80–84	2
1944 Car Floats	640	1
1945 Car Floats	642–645	3
1966 Car Floats	669	1

Highway revenue equipment—

- Transferor's interest in all highway revenue equipment owned by transferor;
- Transferor's leasehold interest in highway revenue equipment leased from Excelsior Truck Leasing except such equipment under leases not meeting lease designation standards; and
- Transferor's leasehold interest in highway revenue equipment leased from Pennsylvania Truck Lines.

Transferor—Penn Central Transportation Co.—Con.

- *materials and supplies*
  - Transferor's interest in materials and supplies in the stationery storehouse in Cleveland, Ohio are designated for transfer to ConRail.
- *administrative assets*
  - Transferor's leasehold interest in the following buildings is designated for transfer to ConRail.
    - 6 Penn Center Plaza, Philadelphia, Pa.
    - 15 N. 32nd Street, Philadelphia, Pa.
    - 311 East Georgia St., Indianapolis, Ind.
- *other*

Stock--

- Transferor's stock interest in the following corporations:
  - Belt Railway Co. of Chicago
  - Illinois Terminal Railroad
  - Peoria & Pekin Union Railway
  - Detroit Terminal Railroad
  - Toledo Terminal Railroad
  - Indiana Harbor Belt Railroad
  - Calumet Western Railroad
  - Akron & Barberton Belt Railroad
  - Monongahela Railway
  - Trailer Train Company
  - Fruit Growers Express Co.
- An option (described in Chapter 8) to purchase transferor's interest in the stock of the following corporations:
  - Lakefront Dock & Railroad Terminal Company
  - Richmond-Washington Co.

NOTE: The rail properties in Canada owned by the Canada Southern Railroad Company, the Detroit River Tunnel Company, and the Niagara River Bridge Company which are designated in fee to ConRail are subject to the following alternative designation: If it should be determined that the transfer of properties owned and located in Canada designated in the FSP cannot be effected under the Act, then the stock and leasehold interest of PCTC and Michigan Central in the Canada Southern Railroad Company and Detroit River Tunnel Company, the leasehold interest of the Penn Central and the stock interest of Canada Southern (if permitted by law) in Niagara River Bridge Company are designated for transfer to ConRail. Both the basic and the alternative designations of these properties will not become effective if within 60 days of the effective date of the FSP, Penn Central, Michigan Central, and Canada Southern, as appropriate, enter into a binding agreement for sale of the Canadian properties which reserves to ConRail trackage rights which, in the judgment of USRA, would provide operating and capital costs for ConRail similar to those under the designation and which are otherwise in accord with the needs of ConRail.

- Trackage rights reserved by transferor for operating freight and passenger service over the rail properties sold to the Commonwealth of Massachusetts and MBTA.
- Trackage rights reserved by transferor for freight and passenger service under the West End Agreement with the Connecticut Transportation Authority and Metropolitan Transportation Authority.
- Trackage rights reserved by transferor for freight and passenger operations under the Hudson/Harlem lease agreement.
- All other trackage rights reserved by transferor and currently used by it in its operations over lines sold or leased by it to public authorities.
- Trackage rights in the transferor's leasehold interest in three specific line segments of the New York and Harlem Railroad Company as indicated in the Rail Lines Table.
- Transferor's leasehold interest in the following railroads:
  - Amsterdam, Chuchtanunda and Northern Railroad,
  - Central Railroad of Indianapolis.
- Transferor's leasehold and stock interest in the St. Lawrence & Adirondack Railway Company are designated for transfer to ConRail *only if* it should be determined that the transfer of Canadian rail properties of the St. Lawrence & Adirondack Railway Company to ConRail as designated in the FSP cannot be effected under the Act.

Transferor—Reading Company

- *equipment*

There is designated for transfer to ConRail:
Nonpassenger service locomotives—Transferor's interest in the following passenger service locomotives:

Type	*No. of Units*	*Identification No.*	*Finance Method*
GP7	1	620	Unencumbered
GP7	1	622	"
GP7	1	623	"
GP7	1	624	"
GP7	12	625–636	"
GP7	1	662	"

Freight cars—

- Transferor's interest in approximately 1,100 hopper cars [illegible] construction.

- *materials and supplies*

There is designated for transfer to ConRail transferor's [illegible] materials and supplies in Reading, Pa.

- *administrative assets*

There is designated for transfer to ConRail transferor's interest [illegible] ing Terminal at Reading, Pa. with an allocation of appropriate [illegible] to Chessie necessary for operations, subject to payment of [illegible] to ConRail.

Transferor—Lehigh Valley Railroad

- *road properties*

Yards—

- There is designated for transfer to ConRail Transferor's [illegible] portion of the following yards which is outlined on yard maps in the *Final System Plan Map Compendium* available at the Public Information Office of the Association:

Name	*Location*
Jersey City	Jersey City, N.J.
Bayre	Bayre, [illegible]

- No interest in the following yards is designated for transfer:

Name	*Location*
Jim Thorpe	Jim Thorpe, [illegible]
E. Claremont	Jersey City, N.J.
Geneva	Geneva, [illegible]
Rochester	Rochester, [illegible]
E. Buffalo	Buffalo, N.Y.
Suspension Bridge	Niagara, [illegible]
Manchester	Manchester, [illegible]

Transferor—Central Railroad of New Jersey

- *road properties*

Yards—There is designated for transfer to ConRail Transferor's [illegible] only that portion of the following yard which is outlined on yard maps in the Final System Plan Map Compendium available at the Public Information Office of the Association:

Name	*Location*
E-Port	Elizabeth, N.J.

Transferor—Erie Lackawanna

- *road properties*

Yards—There is designated for transfer to ConRail Transferor's [illegible] the 51st St. Yard in Chicago, Ill.

- *materials and supplies*

There is designated for transfer to ConRail Transferor's interest in [illegible] related materials and supplies at Hoboken, N.J.

- *administrative assets*

There is designated for transfer to ConRail Transferor's interest in [illegible] Hoboken Terminal at Hoboken, N.J. with an allocation of appropriate [illegible] space to Chessie necessary for operations, subject to payment of [illegible] rental to ConRail.

- *other*

Stock—Transferor's stock interest and operating agreement in [illegible] Western Indiana.

rights that support such activity are not crucial since the very fact that a railroad has operated along the line for years is evidence that it possesses enough rights or properties to support its operations. And the Act, which contemplates the transfer of such properties. Under section 303(b) of the Act, the railroads in reorganization will convey all their right and interest in the lines designated for transfer free and clear of liens and encumbrances. This makes unnecessary, for designation and conveyance purposes, the expenditure of time and money required to survey the land and search title records.

Many state and local needs are best served by honoring existing utility easements, crossing agreements, trackage rights and other operating and joint facility agreements insofar as they relate to the particular property designated. These arrangements are therefore generally preserved in the designations under the FSP. It is not intended by these designations, however, to prejudice in any way the exercise by any designee of future condemnation or renegotiation rights pertaining to such agreements whether arising through operation of law or from the agreement itself.

Inventory of Rail Lines and Related Facilities.—The valuation and real-estate records did not provide a basis for developing an inventory of the railroad lines adequate for USRA's use.

The most complete existing inventory was found to be the Penn Central Engineering Department records, which assigned a unique four-digit code, called a line code, to each individual railroad line. Using this system as a guide, USRA and its consultants developed unique line code designations for lines of the other railroads under reorganization which could be easily used with the Penn Central system.

These line-code descriptions then were compared with various reference tools, including track charts, valuation maps, United States Geodetic Survey maps, operating timetables and interlocking diagrams.[40] In some instances physical inspections were used to verify line descriptions. The most useful tool was the railroad track charts which depict the route of each line of railroad including milepost[41] locations, highway and railroad crossings, grade crossings with other lines of railroad, connections to other lines of railroad, overhead bridges and other engineering data.

USRA created a computerized file ("User File") listing each individual line of railroad for each estate and showing line-code designations as contained in the Penn Central's Engineering Department records or as designated for other railroad lines,[42] including origin and destination (by milepost, geographic reference and branch name). Milepost and line-code locations have been recorded for most facilities installed along the rail line and have been correlated with the User File. While this data base represents a more complete inventory of the estates' rail lines than previously existed, it is not perfect and does not purport to contain a complete inventory of facilities and buildings along the rail lines.

Milepost designations are not always precise and, therefore, milepost designations in the appendix are necessarily approximate. The valuation maps generally reflect historical designations which were made when the lines were built. Through the years, portions of lines have been relocated, and mileposts on some lines have been renumbered. Milepost designations contained in the track charts do not always correlate with the valuation maps, although these discrepancies have been minimized to the extent possible. Further, milepost designations in operating timetables may not always reflect either track charts or valuation maps, particularly where two formerly separate lines are now used as a part of one through route. And, in a few instances, the physical mileposts on the ground may not correspond to any of the above records. There also may be instances where a few small lines now operate as a part of a yard or as an industrial track and may not have been assigned a unique line code.

Designation of Rail Lines.—This FSP designates for transfer to ConRail, for offer to profitable railroads, for acquisition by Amtrak and for option to transportation authorities, the rail lines along the routes specified respectively, for operation by each in Chapter 1, "Industry Structure", and Chapter 2, "Passenger Service."

Unless otherwise specified, each such rail line includes all rail properties (as defined in section 102(10) of the Act) connected with, controlling or in any way pertaining to or used or usable by the designee in connection with the rail line designated including, but not limited to, minerals and mineral rights, franchises, permits, certificates of convenience and necessity, connecting spur and storage tracks, land,[43] grading,[44] tunnels and sub-

[40] Interlocking diagrams are detailed maps showing all lines of railroad and switches associated with an interlocking. An interlocking is a switch or group of switches interconnected and signal controlled to allow the passage of trains from one track to another in proper sequence.

[41] Mileposts are number markers placed approximately every mile along the line which denote the distance from a given location—usually a former key passenger station.

[42] The line codes originally used for Penn Central are those which existed as of January 1, 1974. In a few cases, Penn Central subsequently changed those code designations; however, the USRA data base used the same line code number under which the line was studied originally. Further, in some specific instances, USRA revised line codes in creating its computer data base to accommodate a few unique circumstances.

[43] Land means such properties which can be carried in Account 2 and includes land, roadway, office, shop, and other grounds; for ingress to or egress from such grounds; for borrow pits, waste banks, snow fences, sand fences, and other railway appurtenances; and for storage of material adjoining the rail line; land for wharves and docks and the riparian or water rights necessary therefore.

[44] Grading means such properties which can be carried in Account 3 and includes berm ditches, breakwaters, bulkheading, dikes (including those of eastern construction which are intended to function indefinitely), ditches, dressing slopes, excavation for conversion of tunnels into open cuts, filling, grading outfits, grubbing land, material taken from borrow pits, retaining walls, revetments, riprap, spoil banks, temporary trestling for fills, tools for grading, and wing dams.

ways,[45] bridges, trestles and culverts,[46] elevated structures,[47] ties,[48] rails,[49] engineering supplies,[50] other track material,[51] ballast,[52] fences, snowsheds and signs,[53] communications systems,[54] signals and interplant machinery,[55] powerplants,[56] power transmission systems,[57] and power plant machinery,[58] whether in place, on order or not yet installed.

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[45] Tunnels and subways means such properties which can be carried in Account 5 and includes tunnels and subways for the passage of trains, including apparatus for ventilating and lighting and safety devices therein, other than signals.

[46] Bridges, trestles and culverts means such properties which can be carried in Account 6 and includes substructure and superstructure of bridges, trestles, and culverts which carry the tracks of the carrier over watercourses, ravines, public and private highways, and other railways, including abutments, bridge signs, cofferdams, concrete and masonry ends for culverts, cribs, decking, including gravel for fire protection, dike protection, drainage systems, draw protection, drawbridge, engines and machinery, false work, guard timbers, ice breakers, painting (except repainting), pier protection, piers and foundations, pipe culverts, retaining walls, riprap around abutments, riprap at, culvert ends, supports, water channels, waterproofing, wing dams and wing walls.

[47] Elevated structures means such properties which can be carried in Account 7 and includes elevated structures and foundations of elevated railway systems, and structures other than earthwork which are for the purpose of elevating tracks above the grade of streets, and which are not properly classable as bridges or trestles.

[48] Ties means such properties which can be carried in Account 8 and includes cross, switch, bridge and other wood or metal track ties used in the construction of tracks for the movement or storage of locomotives and cars (including tracks in shops, fuel stations, supply yards, etc.).

[49] Rails means such properties which can be carried in Account 9 and includes rails used in the construction of tracks for the movement or storage of locomotives and cars (including tracks in shops, fuel stations, supply yards, etc.).

[50] Engineering supplies means such properties which can be carried in Account 1 and includes atlases and maps, barometers, books for office use, cameras, compasses, camp equipage, chains for surveyors, drawing boards, drawing instruments, field glasses, furniture repairs and renewals, magnets and magnifiers, blueprint paper, periodicals and newspapers, photographic supplies, printing and stationery, provisions for business cars, rods for surveyors, sextants and slide rules, and triangles and tripods.

[51] Other track materials means such properties which can be carried in Account 10 and includes angle bars, anticreepers, bumping posts, compromise joints, connecting rods, including foundations or bases crossings, derails, frog blocking, frogs, guard-rail blocking, guard-rail clamps, guard-rail fasteners, switch guard rails and other, main rods, nut locks, nuts, offset bars, rail braces, rail chairs, rail clips, rail joint rail rests, rail shims, rail splices, splice bars, step chairs switch chairs, switch crossings, switch lamps, switch locks and keys, switch points, switch stands, switch targets, switches, tie plates, tie plugs, tie rods, track bolts, track insulators, and track spikes.

[52] Ballast means such properties which can be carried in Account 11 and includes gravel, stone, slag, cinders, sand, and like material used in ballasting tracks (including tracks in shops, fuel stations, supply yards, etc.).

[53] Fences, snowsheds and signs means such properties which can be carried in Account 13 and includes such fences as right-of-way fences and snow and sand fences, farm gates, cattle guards, wing fences, aprons, and hedges, on property not previously fenced, excluding those around stockyards, fuel stations, stations and shop grounds, and building sites; snowsheds, such signs as boundary signs, bridge-caution signs, crossing signs, curve and elevation markers, division-limit signs, mileposts, monuments, safety-first signs at crossings, section limit signs, slow or stop signs, tunnel-caution signs, whistle signs and yard-limit signs.

[54] Communication systems means such properties which can be carried in Account 26 and includes telegraph, telephone, radio, radar inductive train communication, and other communication systems, including terminal equipment, including such terminal equipment as batteries, interior cables and wires, interior conduits, connecting wires, current-controlling instruments, electric generators and motors, electric meters, stationary engines, fuses and mechanical protectors, rectifiers, rheostats, sending and receiving instruments, switchboards, telegraph repeaters, telephone repeaters, teletypewriters, testing outfits, transformers, and such outside equipment as aerial attachments, braces, brackets, cable boxes and appurtenances, aerial cables and wires, conduits and appurtenances, cross arms, gas and associated facilities for cables, guy grubs, guy wires, insulators, load coils, poles, submarine cables and connections, telephone pole boxes, towers, underground cables, and connections, and such details of radio, radar, and inductive communication equipment as aerials, or antenna and attachments, buildings or towers used exclusively for wireless, control units, generating, converting, or supply equipment, radar consoles and associated equipment, roadside or office equipment for all wireless systems operated on special channels between train and train, train and station or office, or between ship and shore, specialised testing and control equipment, transmitters and receivers, including mobile units.

[55] Signals and interlockers means such properties which can be carried in Account 27 and includes interlocking and other signal apparatus for governing the movements of locomotives, cars, and trains, and for the protection of traffic at crossings, including towers and other buildings, furniture, fixtures, and machinery in connection therewith; roadway installations for train control and remote control, buildings and machinery of power plants used primarily for the production of power for the operation of signals and interlockers, including such items as automatic-train control devices other than on locomotives, engine call-bell systems along track to call in flagman, electric car-retarder systems, centralized traffic control, crossing flasher signals, highway and railway crossing gates, crossing signals, crossing warning signals, interlocker buildings and machinery, signal apparatus primarily for the operation of signals and interlockers, signal distribution lines primarily for the operation of signals and interlockers, signal buildings, signal machinery, poles and foundations, and train-order signals.

[56] Power plants mean such properties which can be carried in Account 29 and includes power-plant and substation buildings; all foundations other than those special to particular machines and apparatus, and also dams, canal, pipe lines, and accessories devoted to the collection of water for power, gas and sewer pipes and their connections, fixtures (including wiring) for lighting and heating, and furnishings, miscellaneous fixtures and such power plant structure items as coal dumps, coal bunkers, pockets and trestles, fences (other than right-of-way boundary fences), fixtures for lighting (including wiring) and heating power-plant buildings, foundations (except special foundations for machines and other apparatus), fuel-oil tanks, furniture, boiler appliances for protecting buildings against fire, pavement within station limits, permanent rights in water supply, platforms, smoke stacks and chimneys and their foundations where distinct from and not resting on boilers, water, sewer, gas, and drainage pipes and connections, tanks (but not pumps); and such dam, canal, and pipeline items as aqueducts, bridges, fences (other than right-of-way boundary fences), footbridges, reservoirs, roadways, sluices, valves, and water rights.

[57] Power transmission systems means such properties which can be carried in Account 31 and includes systems for conveying electricity, steam, and compressed air from producing plants to place or building where used; also conduits and poles, cross arms, insulator pins, brackets, and other pole fixtures, and other structures for power-transmission and distribution systems, including those for electric railway operation, and lighting systems for general lighting purposes, and such items as air pipeline in car yards, compressed air pipelines, compressed air storage tanks (not at power houses or shops), cut-outs (not at power houses and substations), overhead trolley wires, rail-bonding devices, steam-heating pipelines in car yards, switchboards (not at power houses and substations), third-rail insulation and protection, transformers (not at power houses and substations), underground power tubes, braces and other supports for holding poles in position, brackets, cross arms, and other pole fixtures, conduits for wires and cables, cutting and trimming trees, guy stubs and wires, manholes, poles and towers, sewer traps, and stenciling or painting letters and numbers on poles.

[58] Power plant machinery means such properties which can be carried in Account 45 and includes machinery and other apparatus in power plants and substations for generating and transforming power, primarily for the operation of trains and cars or to furnish power, heat, and light for stations, shops, and general purposes, and also the special foundations special to particular machines or other apparatus and such items as air, compressors, ash-conveying machinery, battery-charging apparatus, boiler-room appliances and tools, boilers and fittings, chain breakers and furnaces, lubricating devices, mechanical stokers, smoke stacks on boilers, refrigerating machinery and apparatus, rotary converters, sewer connections for machinery, coal-conveying machinery, condensers, cranes, draft machinery, dynamos, engine-room appliances and tools, feed water heaters, special foundations for machines, switch distribution systems within the plant switchboards, tanks, tractors, trailers, and trucks, permanently assigned to the power plants, transformers, turbines, water meters, and well pumps.

the terms customarily used for railroad conveyed. Included are all items associated with the rail which could be recorded in ICC account numbers 1 and 90, and not otherwise designated for offer under this chapter or specifically

Appendix, specific rail lines are designated transferor to ConRail, profitable railroads, and public authorities in accordance with sub- through (D) of section 206(c)(1). As has designations of rail lines in accordance with is suitable for other public purpose use Part III, Section C–2.

Agreements Associated with Rights of present operating railroads are successors in the case of Penn Central, hundreds of railroads whose lines were separately con- during the 19th and early 20th century. This process as well as changes in operating pat- the years caused the various railroads to agreements ("Operating Agreements"),[60] re- joint use of tracks, terminals and other Generally, such agreements provide for ei- the right of one railroad to operate trains tracks of another railroad between certain (b) the shared use of a particular facility interlocking tower or stations) by two railroads. Railroad consolidations and aban- increased the number of such arrangements the years, and thousands of such agreements

USRA attempted to assemble a full, comprehensive of such agreements from the railroads' exist- corporate records, but those records were inade- for that purpose. USRA was able, however, to the Penn Central's computerized system for moni- and reporting joint facility debits and credits. system also includes an inventory showing the involved and a brief description of the serv- provided. To the extent available, some listings were furnished by the other railroads but, in general, listings did not provide the information needed an accurate inventory. The information available USRA, consequently, is inadequate to assess the value agreements and the desirability of their trans- fer under the FSP. Information is lacking on such basic provisions of these agreements as cancellation provisions and established charges. The collection of such a comprehensive inventory will require an item-by-item check through the agreements themselves.

To the extent agreements are known to USRA, they have been correlated with the User File and are now associated with the line codes.[61] The information now available usually includes agreement identification number, location of agreement by line segment and milepost, railroads involved and a brief summary of the service or rights covered.

These agreements, particularly those involving trackage rights, affect the continuity of the routes over which the railroads now operate, and many other services vital to their functioning. ConRail and the other transferees will require the rights provided under most of these operating agreements. There are, therefore, designated for transfer or offer to each transferee, all operating agreements associated with the rail lines each acquires. Excepted from this designation, however, are:

- Operating rights associated only with light density lines that are not being acquired.
- Operating rights, in the case of ConRail, which, if acquired, would impose an obligation to provide service beyond that contemplated for it under the industry structure delineated in the FSP.
- Operating rights having so high a fixed cost in relation to the benefits of foreseeable use by the transferee, as to make other available options economically more attractive.

As noted, USRA has neither a complete inventory, nor sufficient details as to the terms of individual agreements. A more precise delineation, in accordance with the foregoing designation standards, will be presented when USRA certifies these agreements to the Special Court.

Facilities and Other Road Properties

Apart from rail lines and associated assets, the other main grouping of road property assets is facilities. These assets have been divided for analysis into yards and maintenance and service facilities, intermodal terminals, marine facilities, rail welding facilities and stations and other structures.

Yards and Maintenance and Service Facilities.—In designing a restructured system, USRA has designated a system of yards and facilities adequate for system operations and for the servicing and maintenance of rolling stock designated to the various transferees. Yards are by no means uniform; they range in size from

[59] For example, communication systems property can be associated with a specific site, a specific piece of equipment, or generally associated with a system-wide operation or function. The designations here deal only with the communications equipment installed or customarily used along specific rail lines. Communications equipment at other facilities, not identified with a particular rail line (switch-boards in terminals); mobile communications gear installed in equipment (such as in locomotives); communications equipment which may not be associated with any particular site or equipment (mobile radios, transmitters) are designated for transfer with those assets where to do so provides more logical basis for allocation.

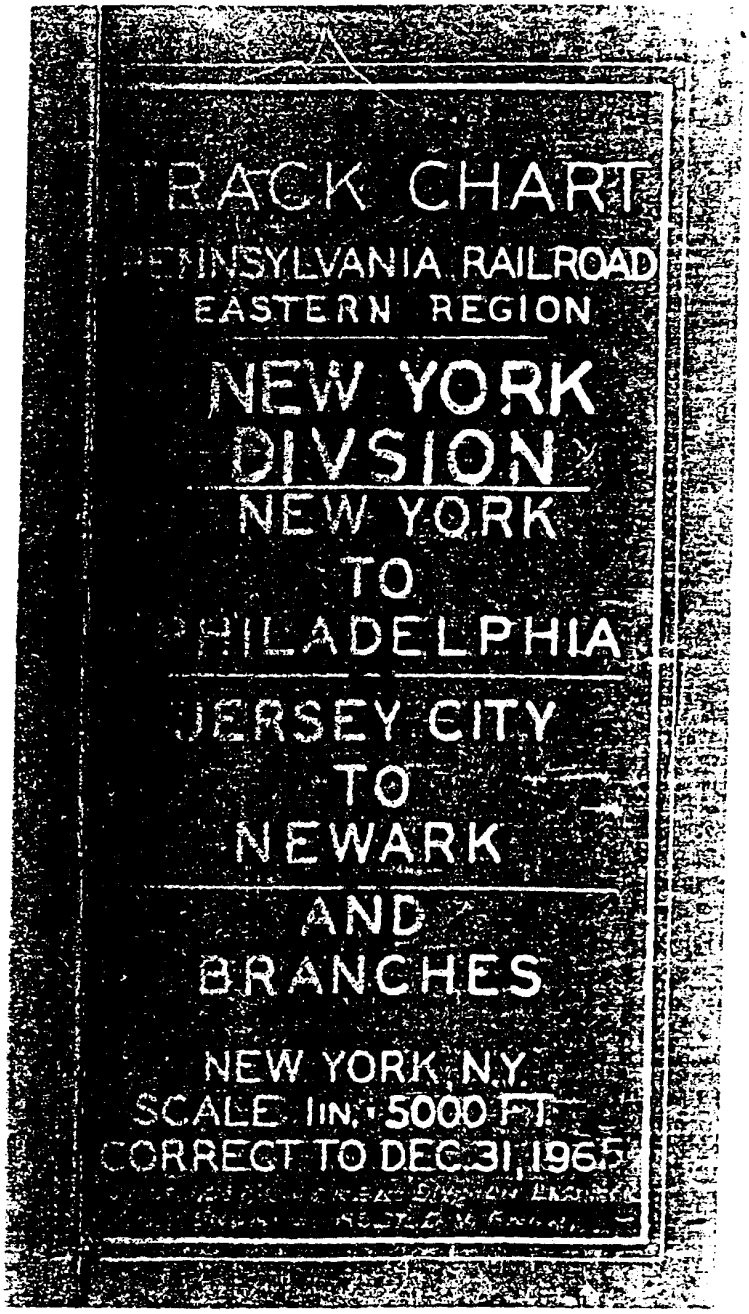
[60] Operating agreements refers to those agreements and arrangements relating to more than one railroad's use, operation, control or access to tracks, terminals, interlocking towers, or other facilities related to rail services.

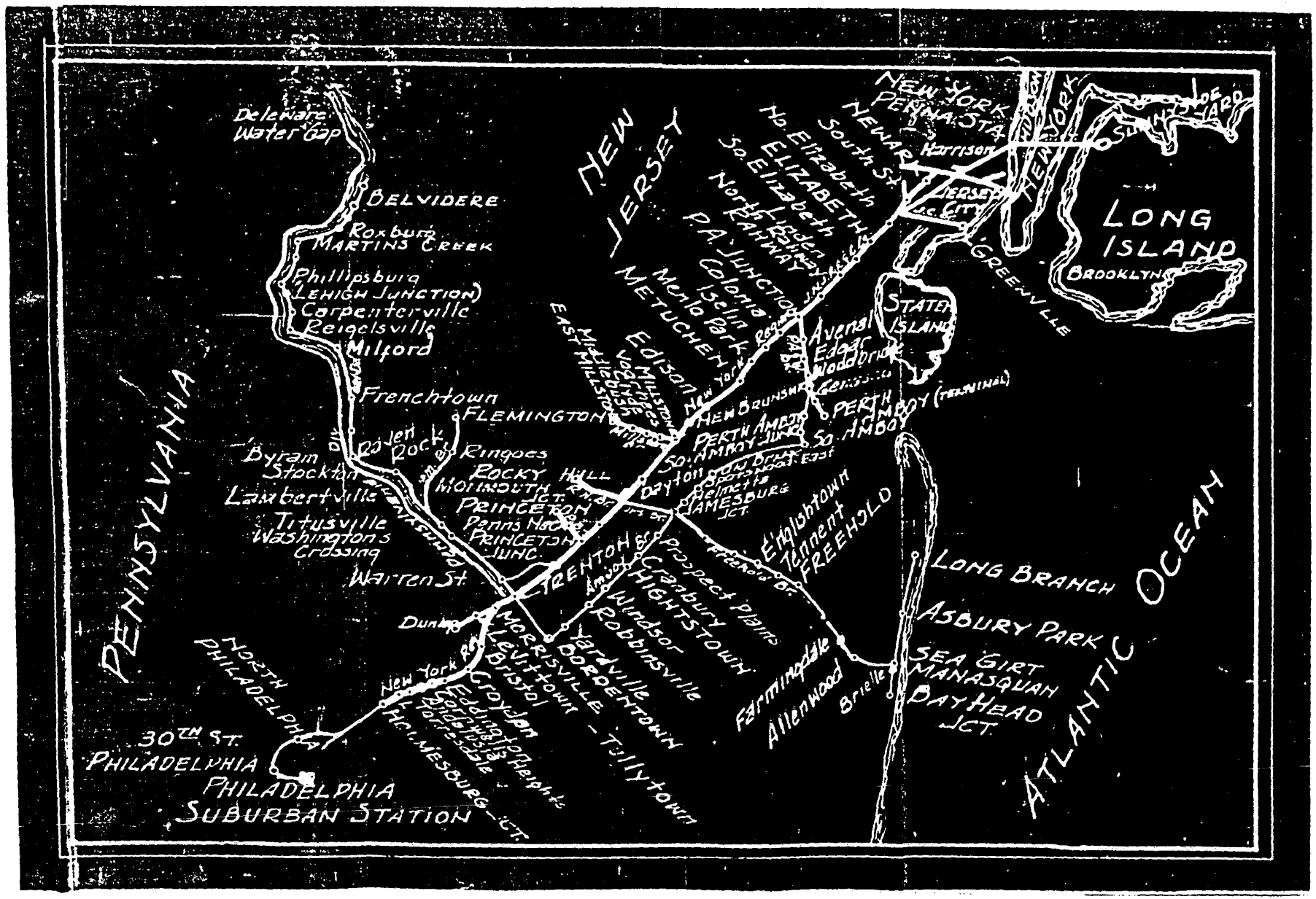
[61] New line codes have been created for tracks or facilities on line segments not previously included in the User File usually involving the railroads' right to operate over the track of other railroads.

INTERESTS DESIGNATED TO CONRAIL

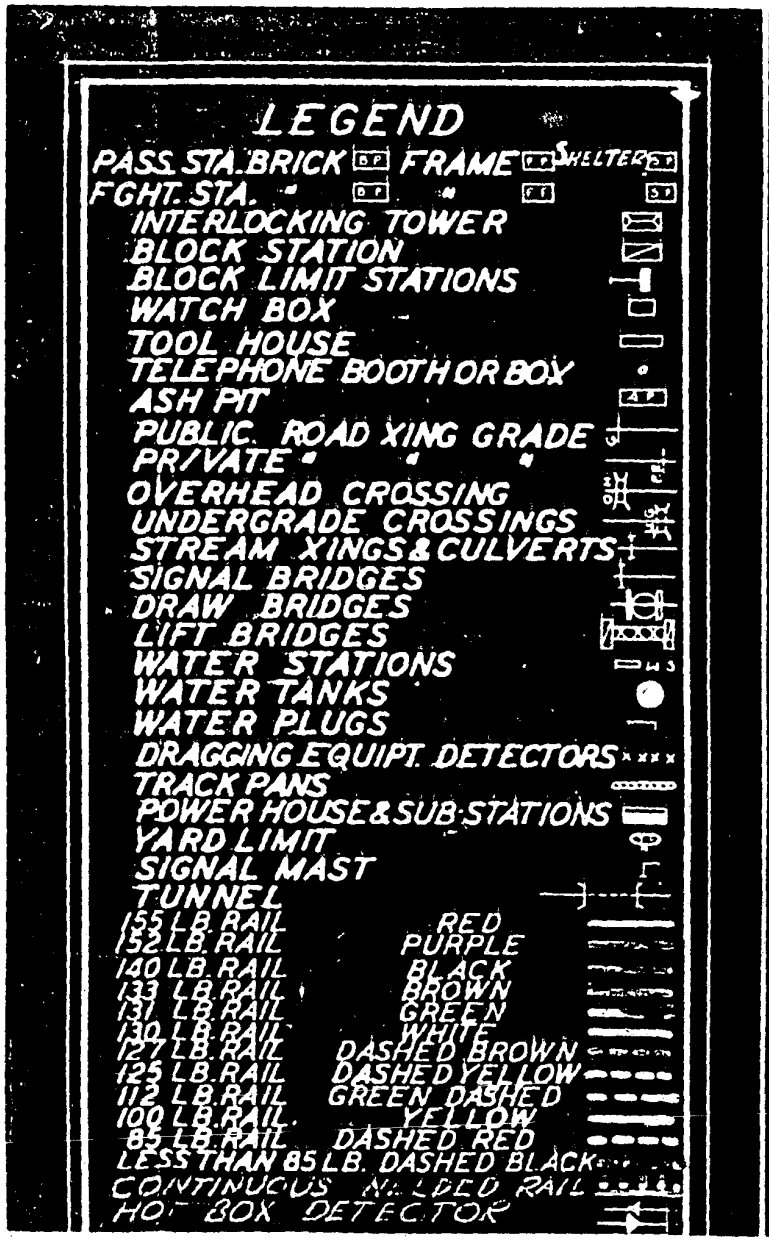
LINE CODE	FROM STATION	TO STATION	MP1	MP2	BRANCH NAME	INTERESTS
TRANSFEROR: ST. LAWRENCE & ADIRONDACK RY. CO.						
4756	INT BOUNDARY	HUNTINGTON	10.3	17.9	MALONE SEC	LINE TO CRC
4756	HUNTINGDON	ADIRONDACK JCT	17.9	56.4	MONTREAL BR	LINE TO CRC
TRANSFEROR: SHAMOKIN VALLEY & POTTSVILLE R. R. CO.						
1347	SUNBURY BASE	SUNBURY A ST	0.0	0.2	SHAMOKIN SEC	LINE TO CRC
1347	RATINOS	SHAMOKIN	12.0	18.2	SHAMOKIN SEC	LINE TO CRC
1347	POLTON	SAGON JCT	23.0	26.0	SHAMOKIN SEC	LINE TO CRC
TRANSFEROR: TROY & GREENBUSH R. R. ASSN.						
4735	RENSSELAER CP3	TROY	0.0	5.7	TROY SEC	LINE TO CRC
TRANSFEROR: UNION R. R. CO. OF BALTIMORE						
1260	MONUMENT ST	SPITCH	0.0	3.3	UNION RR-BEAR CK	LINE TO CRC
TRANSFEROR: UNITED N. J. R. R. & CANAL CO.						
1124	TRENTON MAIN	TRENTON BG	0.3	1.4	BELVIDERE BR	LINE TO CRC
1124	TRENTON BG	MILFORD	1.4	34.4	BELVIDERE BR	LINE TO CRC
1124	MILFORD	PHILLIPSBURG	34.4	50.7	BELVIDERE BR	LINE TO CRC
1124	PHILLIPSBURG	BELVIDERE	50.7	64.3	BELVIDERE BR	LINE TO CRC
1124	BELVIDERE	BELVIDERE	64.3	65.3	BELVIDERE BR	LINE TO CRC
1125	CAMDEN	DELAIR	0.9	5.0	BORDENTOWN BR	LINE TO CRC
1125	DELAIR	EDGEWATER ES	5.0	16.0	BORDENTOWN SEC	LINE TO CRC
1125	EDGEWATER PK	BORDENTOWN EO	16.0	26.7	BORDENTOWN SEC	LINE TO CRC
1125	BORDENTOWN EO	WINDSOR	26.7	37.9	ROBBINSVILLE SEC	LINE TO CRC
1126	TRENTON	BORDENTOWN	0.0	6.0	BORDENTOWN BR	LINE TO CRC
1166	FLORENCE	CLIVE STREET	0.0	0.9	FLORENCE BRANCH	LINE TO CRC
1167	BORDENTOWN BR	PETTY ISLAND	0.0	2.0	PETTY ISLAND BR	LINE TO CRC
1168	FLORENCE	FLORENCE	0.0	1.6	TORNEIKE ES	LINE TO CRC
1420	JERSEY CITY	HARRISON	1.0	7.0	HARSIMUS BRANCH	LINE TO CRC
1421	NA-5	ALBANY	0.0	4.4	PASSAIC BRANCH	LINE TO CRC
1422	NA-5	GREENVILLE "BAY"	0.0	4.2	GREENVILLE BR	LINE TO CRC
1422	GREENVILLE "BAY"	GREENVILLE YD	4.2	6.5	GREENVILLE BR	LINE TO CRC/TR TO OTHERS
1423	UNION	BERTH APROY	0.0	5.9	PASWOODBRIDGE BR	LINE TO CRC
1425	SO AMBOY JCT	JAMESBURG JG	0.5	13.6	AMBOY SEC TR	LINE TO CRC
1426	BIDWAY	JAMESBURG	0.0	5.0	JAMESBURG BR	LINE TO CRC
1426	JAMESBURG	JAMESBURG JG	5.0	5.5	JAMESBURG BR	LINE TO CRC
1428	NEW BRUNSWICK	MIDDLESEX	0.0	3.0	HILLSTONE BS	LINE TO CRC
1429	BONHOUSE JCT	HIGHWAY 26	0.0	2.7	KINGSTON BS	LINE TO CRC
1431	HARRISON	HARRISONPRISTA	0.0	1.0	CENTER ST ES	LINE TO CRC
1432	HUDSON	HARRISON	0.0	1.9	HARRISON BR	LINE TO CRC
1433	BETUCKEN	BONHAMTOWN	0.1	1.7	BONHAMTON ER	LINE TO CRC
1434	MEADOWS YD	FED SKIE YD	0.0	0.9	MEADOWS TR NO. 1	LINE TO CRC
1434	MEADOWS YD	LINCOLN HWY	0.0	0.9	MEADOWS TR NO. 2	LINE TO CRC
1437	JAMESBURG	HIGHSTOWN	13.6	21.7	HIGHSTOWN SEC	LINE TO CRC
1438	HARRISON	SUSSEX ST	0.0	0.6	NRSW R NWK CCNR	LINE TO CRC
1439	HUNTER	RED	0.0	1.7	WEST NEWARK BR.	LINE TO CRC
1440	JERSEY CITY	JERSEY CITY	0.0	1.3	HUDSON ST ES	LINE TO CRC
1441	JERSEY CITY	CROXTON RY.	0.0	2.0	SUSQUEHANNA CONN.	LINE TO CRC
1455	GILMAN	COAL DOCK YD.	0.0	2.1	GILMAN BR.	LINE TO CRC
1456	TRENTON	COAL DOCK YD.	0.0	4.1	ENTERPRISE ER.	LINE TO CRC
1457	KELDAL BR.	BORDENTOWN ER.	0.0	1.0	SO. TRENTON ER.	LINE TO CRC
1459	"CK"	MARTINS CREEK	0.0	0.3	MARTINS CREEK BR.	LINE TO CRC
1460	ROSBURG	PP61	0.0	0.2	ROSBURG BR.	LINE TO CRC
TRANSFEROR: CHICAGO, KALAMAZOO & SAGINAW RY. CO.						
5344	BARCHENKI	MCSEL ROAD	42.3	42.7	CK&S BR	LINE TO CRC
5344	MOSEL ROAD	KALAMAZOO	42.7	43.9	CK&S BR	LINE TO CRC
5344	KALAMAZOO	PAVILION JCT	43.9	45.9	CK&S BR	LINE TO CRC
TRANSFEROR: JOLIET & NORTHERN INDIANA R. R. CO.						
3233	HARTSDALE	IN/IL ST LINE	12.8	15.6	JOLIET BR	LINE TO CRC
3233	IN/IL ST LINE	BATTESCI	15.6	24.8	JOLIET BR	LINE TO CRC
TRANSFEROR: HANCHING & SHENANGO VALLEY CO.						
2443	DOUGHTON JCT CP52	FARRELL YL BR	0.0	5.8	SHARON BR	LINE TO CRC
TRANSFEROR: NIAGARA RIVER BRIDGE CO.						
5104	SOSF BRIDGE	INT BOUNDARY	0.0	0.2	MAIN LINE	LINE TO CRC
5104	FALLS VIEW	BROOKFIELD	0.0	10.0	MAIN LINE	LINE TO CRC
5104	INT BOUNDARY	FALLS VIEW	0.2	2.7	MAIN LINE	LINE TO CRC
TRANSFEROR: PENN CENTRAL TRANSPORTATION CO.						
1121	GLENDALE	DUNLAP	0.0	41.0	TRENTON BR	LINE TO CRC
1121	DUNLAP	MORRIS	41.0	46.0	TRENTON BR	LINE TO CRC
1122	CAVE	THORN	23.7	34.3	PHILA&READING	LINE TO CRC

Appendix IX


TRACK CHART
PENNSYLVANIA RAILROAD
EASTERN REGION
NEW YORK
DIVSION
NEW YORK
TO
PHILADELPHIA
JERSEY CITY
TO
NEWARK
AND
BRANCHES
NEW YORK, N.Y.
SCALE 1 IN. = 5000 FT.
CORRECT TO DEC. 31, 1965

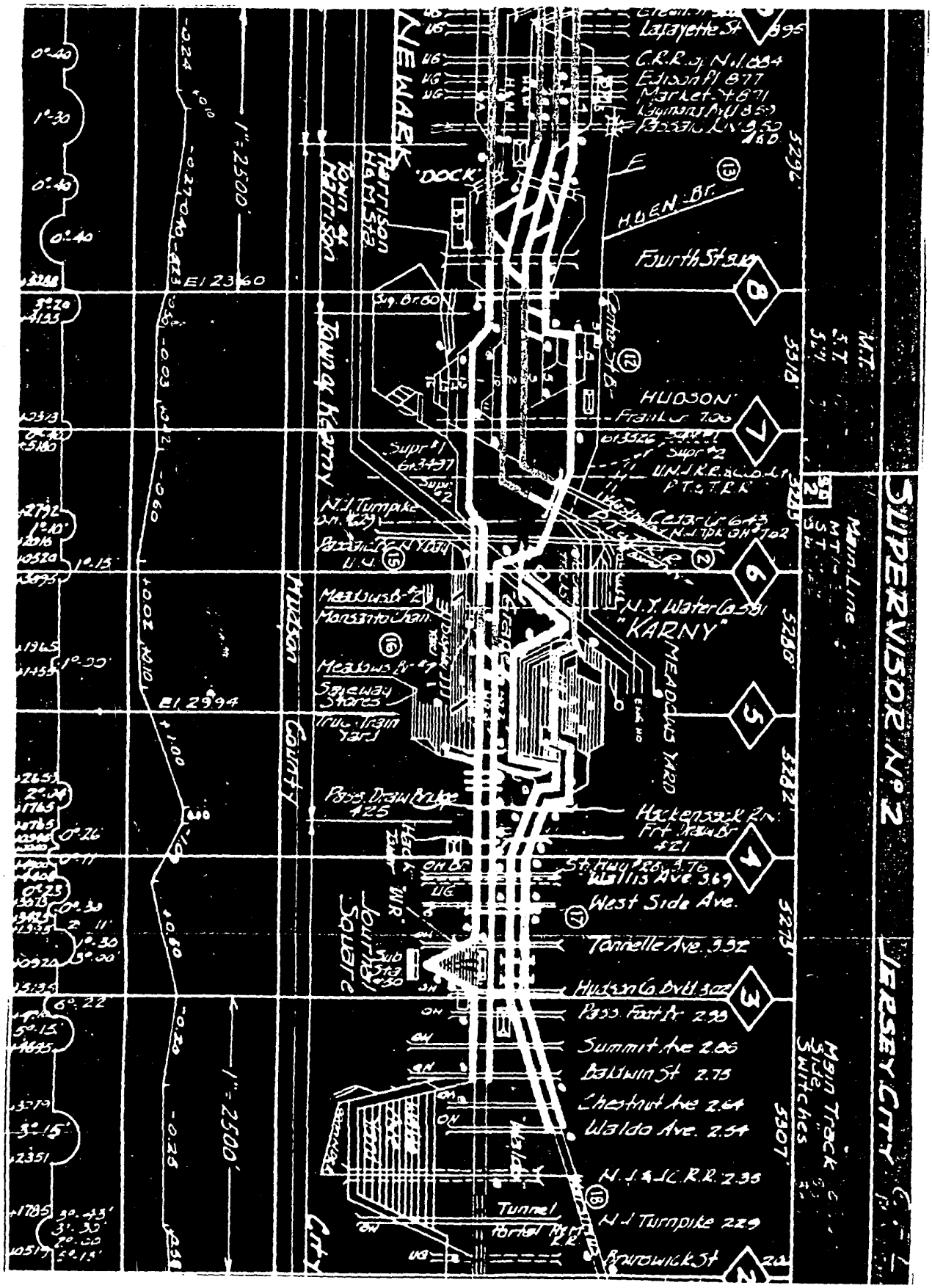

NEW JERSEY
PENNSYLVANIA
ATLANTIC OCEAN
LONG ISLAND
Delaware Water Gap
BELVIDERE
Roxbury
MARTINS CREEK
Phillipsburg
(LEHIGH JUNCTION)
Carpenterville
Reigelsville
Milford
Frenchtown
FLEMINGTON
Byram
Stockton
Lambertville
Titusville
Washington's Crossing
Warren St.
Ringoes
ROCKY HILL
MONMOUTH JCT.
PRINCETON
Penns Neck
PRINCETON JUNC.
TRENTON
Dunham
NORTH PHILADELPHIA
30TH ST.
PHILADELPHIA
PHILADELPHIA SUBURBAN STATION
New York
Croydon
Eddington
Bristol
Torresdale
HORSHAM JCT.
MORRISVILLE
LEVITTOWN
Yardville
DORDENTOWN
Robbinsville
TULLYTOWN
Cranbury
HIGHTSTOWN
Windsor
Prospect Plains
Englishtown
Tennent
FREEHOLD
Farmingdale
Allenwood
Brielle
LONG BRANCH
ASBURY PARK
SEA GIRT
MANASQUAN
BAY HEAD JCT.
Edison
METUCHEN
Menlo Park
Iselin
Colonia
P.A. JUNCTION
North Elizabeth
So. Elizabeth
No. Elizabeth
South St.
NEWARK
NEW YORK PENN STA.
Harrison
JERSEY CITY
Greenville
Brooklyn
STATEN ISLAND
Avenal
Edgar
Woodbridge
PERTH AMBOY
So. AMBOY
PERTH AMBOY JUNC.
So. AMBOY JUNC.
Dayton
Boston Road East
Helmetta
JAMESBURG JCT.
NEW BRUNSWICK
Millstone
Voorhees
East Millstone
Millstone Jct.
Raven Rock

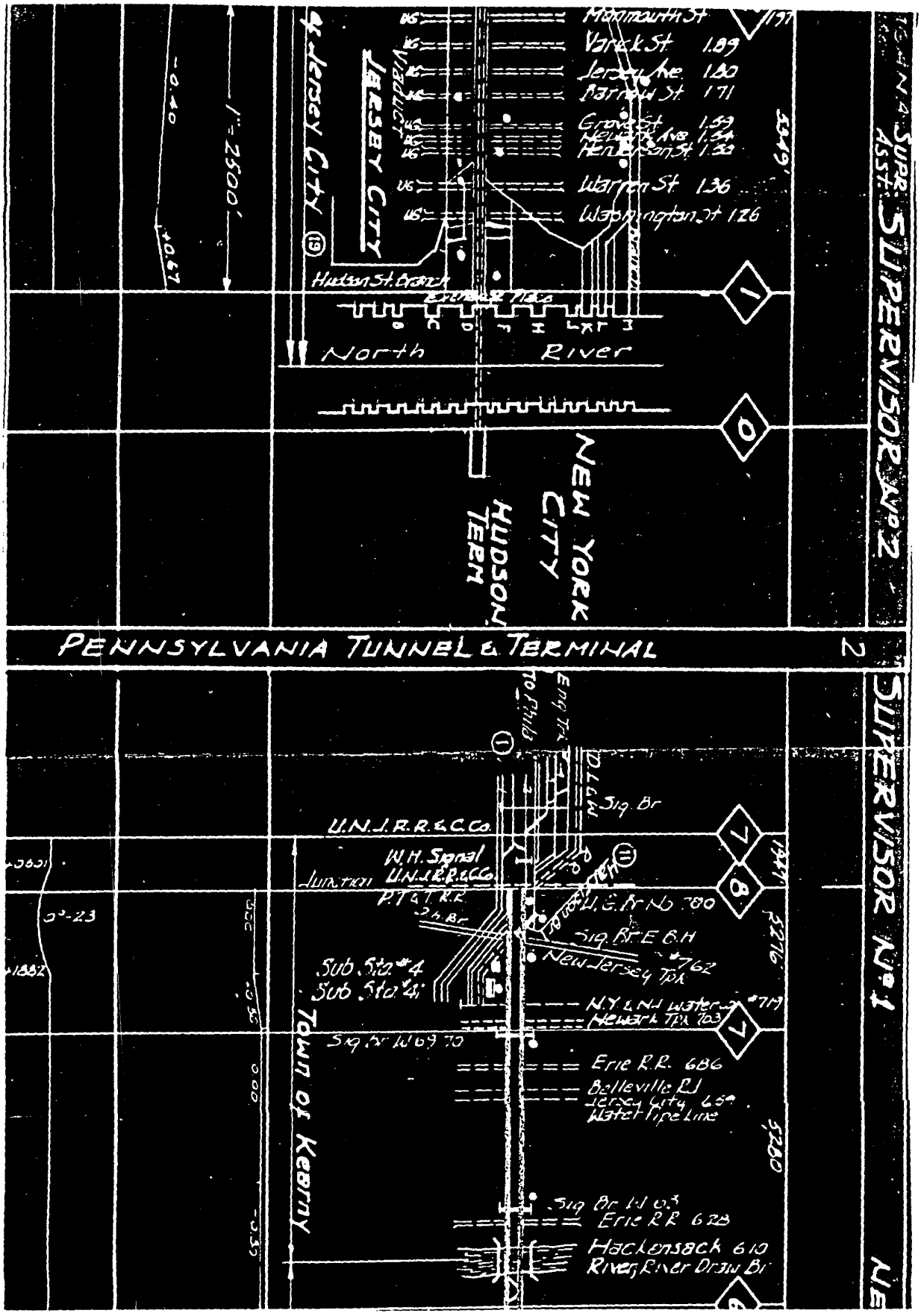
LEGEND



INDEX

No.	LINE OR BRANCH	Sub.
32	BELVIDERE-DELAWARE BRN.	5
8	BONHAMTOWN BRANCH	3
24	BORDENTOWN "	5
3	BRISTOL OLD LINE	4
22	AMBOY BRANCH	3&5
12	CENTRE STREET BRANCH	1
29	ENTERPRISE "	5
30	FLEMINGTON "	5
25	FREEHOLD BRANCH	5
11	HARRISON BRANCH	1
13	HARRISON & E. NEWARK BRN.	1
18	HARSIMUS BRANCH	2
19	HUDSON ST. BRN. JERSEY CITY	2
26	JAMESBURG BRANCH	3
1	MAIN LINE UNJRR&C.CO-P&TRR.	123
2	" " PT&TRR	1
31	MARTINS CREEK BRANCH	5
16	MEADOWS BRANCH NO.1 & NO.2	2
17	SUSQUEHANNA CONNECTING BRN.	2
28	MILLHAM BRANCH	5
7	MILLSTONE "	3
14	GREENVILLE BRANCH	2
15	PASSAIC BRANCH	2
9	PERTH AMBOY & WOODBRIDGE BR.	3
5	PRINCETON BRANCH	4
6	ROCKY HILL-KINGSTON BRN.	3
27	SOUTH TRENTON BRANCH	5
4	TRENTON BRN.-W. MORRISVILLE YD.	4
21	37TH STREET YARD N.Y. CITY	2
10	WEST NEWARK BRANCH	2


SUPERVISOR No. 2
JERSEY CITY
NEWARK
HUDSON
Lafayette St
C.R.R. of N.J. 0.84
Edison Pl 0.77
Market 4.71
Paterson Av 0.89
Passaic Av 9.50
DOCK
HUDSON BR.
Fourth St 3.12
Harrison
Town of Kearny
Sup. Br 0.60
Sup't #1
Sup't #2
U.N.J.R.R. & C.O. Lr
P.T. & T.R.R.
N.J. Turnpike
Meadows Br
Meadows Yard
N.Y. Water Co 3.81
"KARNY"
Hudson County
Passaic River
Meadowland Main Line
Meadowland Sidings
Secaucus Jct.
Secaucus Yard
Main Track & Siding Switches
Passaic Draw Bridge 425
Hackensack R.
Ft. Lee Br 5.21
St. Hwy 126 3.76
Wallis Ave 3.69
West Side Ave.
Tonnelle Ave. 3.52
Hudson Co. Blvd. 3.02
Pass. Fort Av 2.98
Summit Ave 2.86
Baldwin St 2.73
Chestnut Ave 2.64
Waldo Ave. 2.54
N.J.J.C.R.R. 2.36
Tunnel
Portal
N.J. Turnpike 2.29
Brunswick St
E1. 2360
E1. 2994
1" = 2500'
1" = 2500'


Asst. SUPERVISOR No. 2
SUPERVISOR No. 1
Monmouth St
Varick St 1.89
Jersey Ave 1.80
Marion St 1.71
Grove St 1.69
Newkirk Ave 1.54
Henderson St 1.52
Warren St 1.36
Washington St 1.26
Jersey City
Hudson St. Branch
North River
NEW YORK CITY
HUDSON TERM
PENNSYLVANIA TUNNEL & TERMINAL
U.N.J.R.R.&C.Co.
Sig. Br
W.H. Signal
Junction
P.R.R. 2 H. Br
Sig. Br E 6 H
New Jersey Tpk
N.Y. & N.H. Water
Newark Tpk 703
Sig. Br W 69 70
Erie R.R. 686
Belleville N.J.
Jersey City 69
Water Pipe Line
Sig. Br W 69
Erie R.R. 628
Hackensack 610
River River Draw Br
Town of Kearny
1" = 2500'

ConRail

MAINTENANCE PROGRAM
AND
TRACK CHART

ATLANTIC
REGION

NEW JERSEY
DIVISION

CORRECT TO 1-1-76

2B

NAME	BETWEEN	M.P. TO M.P.	CODE
MAIN LINE (N.Y. TO BOSTON)	N.Y. (PENN STA.) & HAROLD (L.I.R.R.)	0.0 - E4.5	1411
MAIN LINE (N.Y. TO PHILA.)	N.Y. (PENN STA.) & HOLMESBURG JCT.	0.0 - 76.0	1401
ML (JERSEY CITY - PHILLIPSBURG)	JERSEY CITY (GREENVILLE) & CP BOYD	2.9 - 36.0	0201
ML (JERSEY CITY - VAN ETTEN)	JERSEY CITY & PORT READING JCT.	0.0 - 35.8	0501
MAIN LINE SOUTH (C.N.J.)	REDBANK & WINSLOW JCT.	38.3 - 104.2	0215
RIVER LINE (CP WALDO - CP 132)	CP WALDO & WEEHAWKEN	4.5 - 0.0	1412
RIVER LINE (CP WALDO - CP 132)	WEEHAWKEN & CP 132	0.0 - 132.3	1413
AMBOY SECONDARY	S. AMBOY JCT & JAMESBURG	0.5 - 13.6	1425
BELVIDERE DELAWARE BRANCH	TRENTON & KENT	0.0 - 16.0	1124
BLOODGOODS BRANCH	CLARK & GARDEN STATE PKY	19.3 - 20.3	0532
BONHAMPTON BRANCH	METUCHEN & BONHAMPTON	0.1 - 1.7	1433
BORDENTOWN SECONDARY	TRENTON & BORDENTOWN	0.0 - 6.0	1126
BORDENTOWN SECONDARY	EDGEWATER PARK & BORDENTOWN	16.0 - 26.8	1125
BRANCH #6	NAT'L DOCKS BR. & BAYONNE	7.8 - 8.5	0536
BRISTOL BRANCH (OLD LINE)	BRISTOL, PA.	0.0 - 2.6	1471
CATSKILL MOUNTAIN BRANCH	KINGSTON POINT & BLOOMVILLE	0.0 - 86.5	1436
CENTER STREET BRANCH	HUDSON & CENTER STREET (HARRISON)	0.0 - 0.9	1431
ENTERPRISE BRANCH	COALPORT YARD, TRENTON, N.J.	0.0 - 4.1	1456
FLORENCE BRANCH	FLORENCE & OLIVE STREET	0.0 - 0.9	1466
FREEHOLD SECONDARY	FARMINGDALE & JAMESBURG	8.4 - 27.1	1427
GREENVILLE BRANCH	WAVERLY (WA-5) & GREENVILLE YARD	0.0 - 5.5	1422
HARRISON BRANCH	HARRISON & HARRISON FREIGHT STATION	0.0 - 1.4	1432
HARRISON E. NEWARK CONN.	HARRISON, N.J.	0.0 - 0.6	1438
HARSIMUS BRANCH	JERSEY CITY & KEARNY	1.3 - 7.0	1420
HIGH BRIDGE BRANCH	HOPATCONG JCT. & GENERAL FOAM	21.9 - 25.4	0207
HIGHTSTOWN SECONDARY	JAMESBURG & HIGHTSTOWN	13.6 - 21.7	1437
HUDSON STREET BRANCH	JERSEY CITY	0.0 - 1.3	1440
IRVINGTON BRANCH	HILLSIDE & IRVINGTON	12.7 - 15.5	0511
JAMESBURG BRANCH	MONMOUTH JCT. (M.L.) & JAMESBURG	0.0 - 5.5	1426
KINGSTON BRANCH	MONMOUTH JCT. (M.L.) & ROCKY HILL	0.0 - 6.3	1429
LAKE HOPATCONG BRANCH	HOPATCONG JCT. & MORRIS COUNTY JCT.	0.0 - 1.0	0208
MARTINS CREEK BRANCH	"CR" & MARTINS CREEK	0.0 - 0.3	1459
MEADOWS BRANCH - TRACK NO. 1	MEADOWS YARD & FEDERAL SHIP YARD	0.0 - 0.8	1434
MEADOWS BRANCH - TRACK NO. 2	MEADOWS YARD & LINCOLN HIGHWAY	0.0 - 0.9	1434
MILLHAM BRANCH	MILLHAM & COALPORT YARD	0.0 - 2.1	1455
MILLSTONE BRANCH	NEW BRUNSWICK & EAST MILLSTONE	0.2 - 6.6	1428
MT. HOPE & MINERAL R.R.	WHARTON & MT. HOPE	0.0 - 3.0	0210

NEW JERSEY DIVISION INDEX

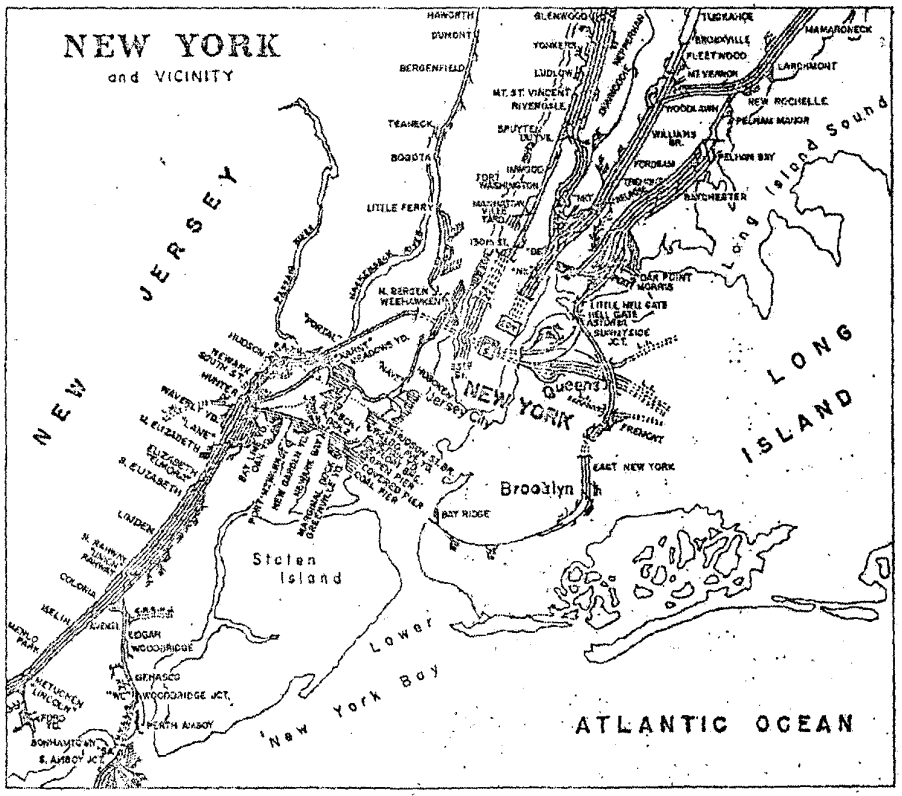
3

NAME	BETWEEN	M.P. TO M.P.	CODE
NATIONAL DOCKS BRANCH	JERSEY CITY & BRANCH # 6	1.7 - 7.8	0509
NATIONAL JCT. BRANCH	NATIONAL JCT. & NATIONAL DOCKS BR.	1.6 - 2.1	0534
NEWARK & ELIZABETH BRANCH	BRILLS JCT. & ELIZABETHPORT	0.0 - 5.5	0205
NEWARK & NEW YORK BRANCH	KEARNY & NEWARK	4.5 - 7.3	0203
NEW YORK BRANCH	GLEN & BOUND BROOK JCT.	38.8 - 58.4	0326
NEW YORK & LONG BRANCH RR	PERTH AMBOY & BAY HEAD JCT.	0.0 - 38.7	0222
PASSAIC BRANCH	WAVERLY (WA-5) & KEARNY	0.0 - 4.4	1421
PERTH AMBOY & WOODBRIDGE BRANCH	RAHWAY (UNION) & WOOD	-0.2 - 5.0	1423
PERTH AMBOY BRANCH	ELIZABETHPORT & PERTH AMBOY	9.0 - 21.5	0211
PERTH AMBOY BRANCH	PERTH AMBOY & SOUTH PLAINFIELD	17.4 - 27.1	0510
PORT READING BRANCH	WESTON & PORT READING	0.0 - 18.6	0336
PRINCETON BRANCH	PRINCETON JCT. (M.L.) & PRINCETON	0.0 - 3.0	1424
RARITAN BRANCH	RARITAN & SILVER LAKE AVE.	19.8 - 26.4	0533
ROBBINSVILLE SECONDARY	BORDENTOWN & WINDSOR	26.8 - 37.9	1125
ROXBURG BRANCH	ROXBURG & P.P.& L. CO.	0.0 - 0.2	1460
SEA SHORE BRANCH	KEYPORT & MATAWAN	7.0 - 10.9	0217
*SOUND SHORE BRANCH	BAYWAY & WARNERS	0.0 - 3.5	0212
SOUTH BRANCH	FOSTERS LANE & FLEMINGTON	13.3 - 15.8	0206
SOUTH TRENTON BRANCH	BEL-DEL BR. & BORDENTOWN BR. CONN.	0.0 - 1.0	1457
SUSQUEHANNA CONN. TRACK	JERSEY CITY & CROXTON YD. (E.L.R.R.)	0.0 - 2.0	1441
TOMS RIVER & BARNEGAT BRANCH	LAKEHURST & OYSTER CREEK	39.8 - 58.0	0219
*TURNPIKE BRANCH	FLORENCE, N.J.	0.0 - 1.6	1468
WALLKILL VALLEY BRANCH	KINGSTON & MONTGOMERY	0.0 - 32.9	1435
WEST NEWARK BRANCH	HUNTER (M.L.) & TERMINUS	0.0 - 1.7	1439
WEST SIDE BRANCH	COMMUNIPAW & WEST SIDE AVE.	1.0 - 3.1	0202
WHARTON & NORTHERN BRANCH	PICATINNY & MORRIS COUNTY JCT.	11.4 - 14.8	0209

* NO CHART

NEW JERSEY DIVISION INDEX

4



NEW YORK CITY TERMINAL AREA MAP

5

PROGRAM LEGEND

DATE OF CONDITION PRECEDES CODE (If Known)

CONDITIONS	CODES
GRINDING	(No. of Passes)
WELDING	E = Electric TW = Thermit Weld G = Gas
SURFACING	Machines M = Matisa R = Railway Maint. Corp. W = McWilliams J = Jackson P = Pullman (Mainly on Branch Lines) P = Plasser E = Electromatic EM= Electromatic & Electromatic Jr. T = Tamper
TIES	(Year Installed Only) ST = SAFETY TIES
BARS	HF & HFT = Head Free Toeless Other Types HFF = Head Free Flange K4 WC = Crowned Oversize K6 W = Oversized K8 S = Short Bar or 24" Bar K24 SB = Second Hand
RAIL (See Note Below)	W = Welded (Designated by Cross-Hatching) F = Fit C = Cropped M = Modified MM = Med. Mang T = Transposed
BAL. CLEANING	S = Speno L = Loram B = Brownhoist P = Pullman N = Nordberg M = Mannix
JOINT STRAIGHTENER	(Year Worked On)

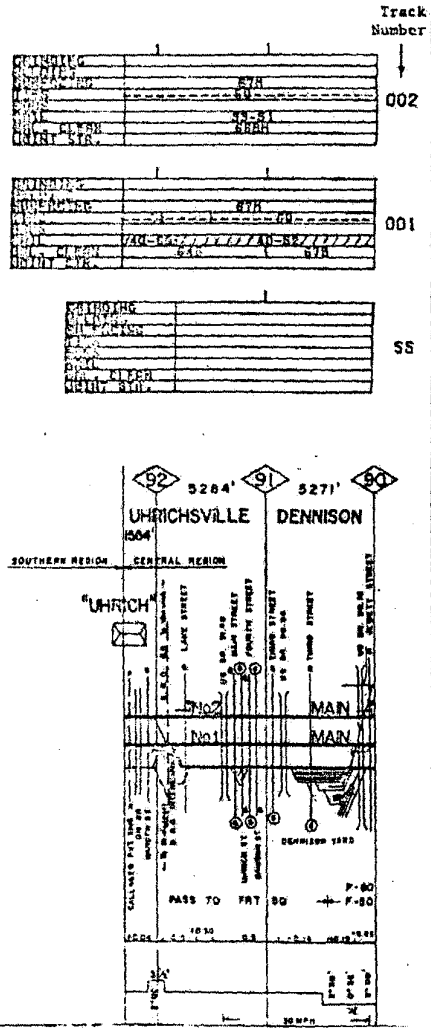
NOTE: On rail weights of over 100 lbs., the number 1 is dropped.
EXAMPLE: 140 lbs. would be written 40.
The rail weights will precede the year of rail.
EXAMPLE: 131 - 1942 would be written 31-42.
Welded rail will be followed with the letter "W".
EXAMPLE: 40-68W.

MAINTENANCE PROGRAMMED WORK TO BE DONE THIS YEAR IS DESIGNATED WITH DASHED LINES.

CHART LEGEND

INTERLOCKING TOWER
INTERLOCKING
BLOCK STATION
BLOCK LIMIT STATION
REMOTE CONTROLED SWITCHES
TRAIN ORDER DELIVERY STAFF
PUBLIC ROAD XING (GRADE)
" " " " With Flashers
" " " " With Flashers & Gates
" " " " With Watchman
PRIVATE ROAD XING (GRADE)
YARD LIMIT BOARD
TUNNEL
OVERHEAD BRIDGE
UNDERGRADE BRIDGE
POSITION LIGHT SIGNAL
DRAGGING EQUIPMENT DETECTOR
SPRING SWITCHES
HOT BOX DETECTOR (Pointing direction of traffic)
STATE, COUNTY & TOWNSHIP LINES
TELEPHONE (Booth or Box)
CURVE LUBRICATOR

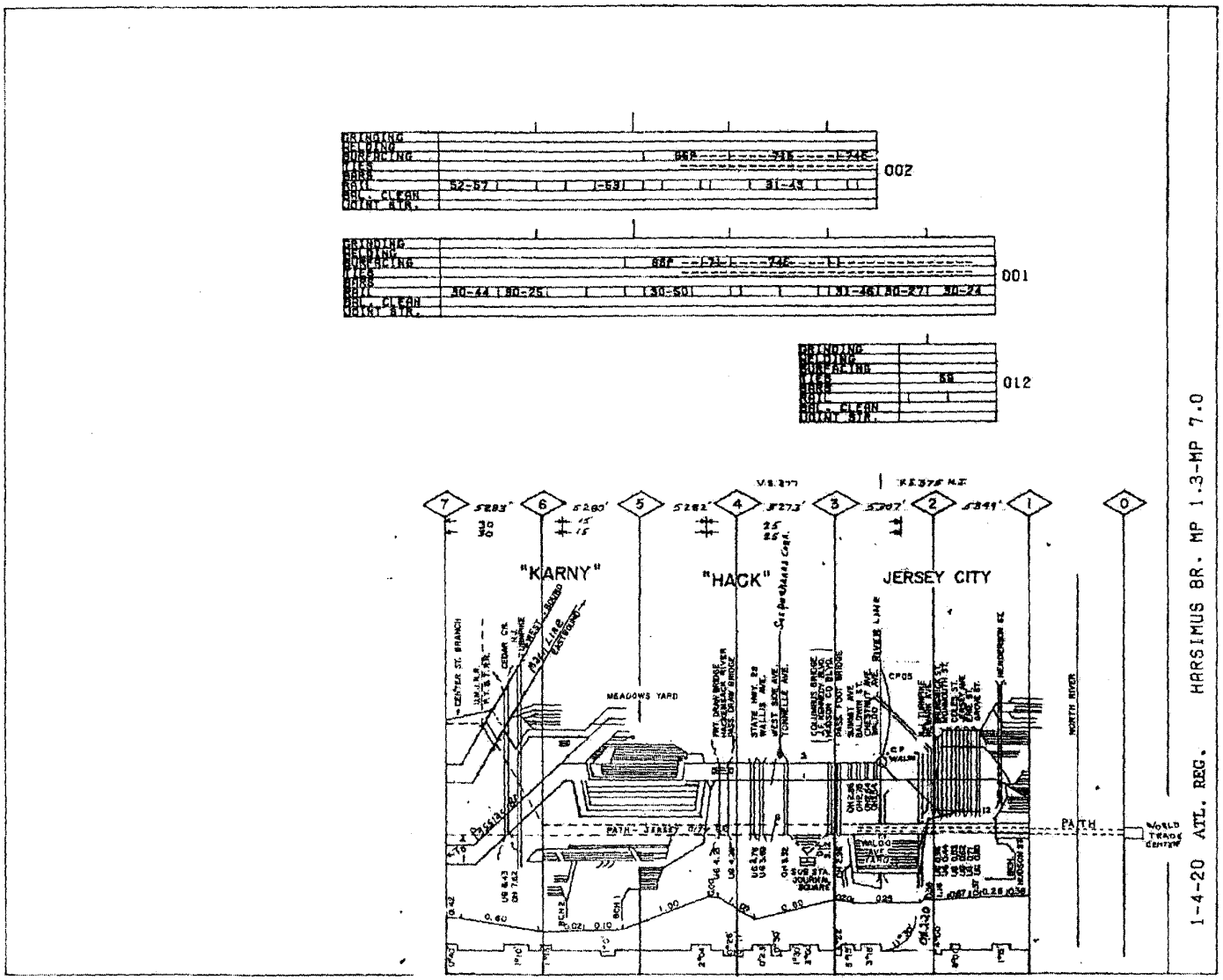
TYPICAL CHART

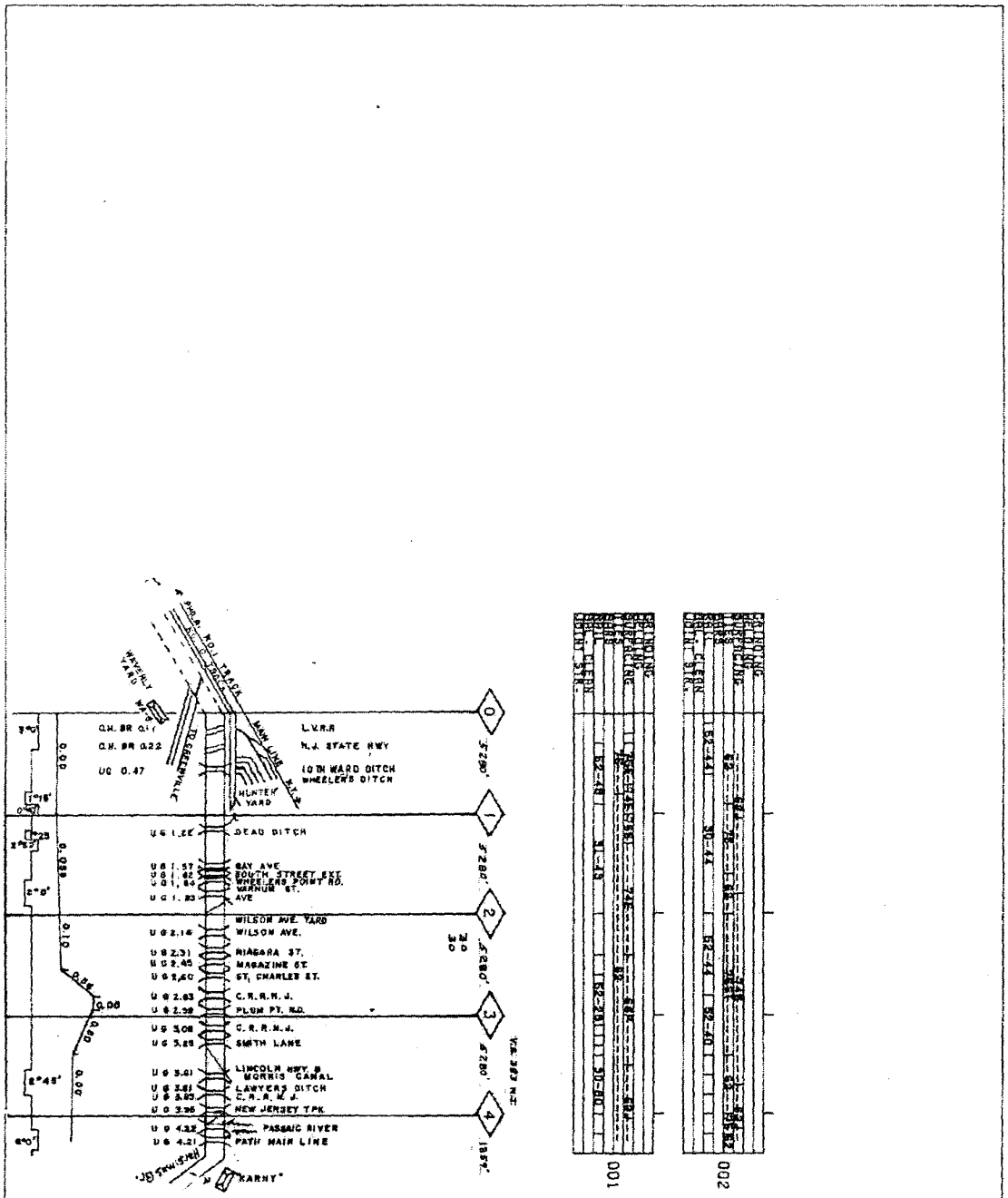


CENTRAL REG. MAIN LINE PGH.-ST.L. MP 90.0-MP 92.3 2-2-06

0

90


002
001
012
"KARNY"
"HACK"
JERSEY CITY
MEADOWS YARD
PATH
WORLD TRADE CENTER
NORTH RIVER
1-4-20 ATL. REG. HARSIMUS BR. MP 1.3-MP 7.0



1-4-21 ATL. REG. PASSAIC BR. MP 0.0-MP 4.4

N.J. TRACK CHART UP DATED AS OF 5-5-78

CONRAIL

0 20

MAINTENANCE PROGRAM (3RD)

AND

TRACK CHART

ATLANTIC REGION
NEW JERSEY DIVISION

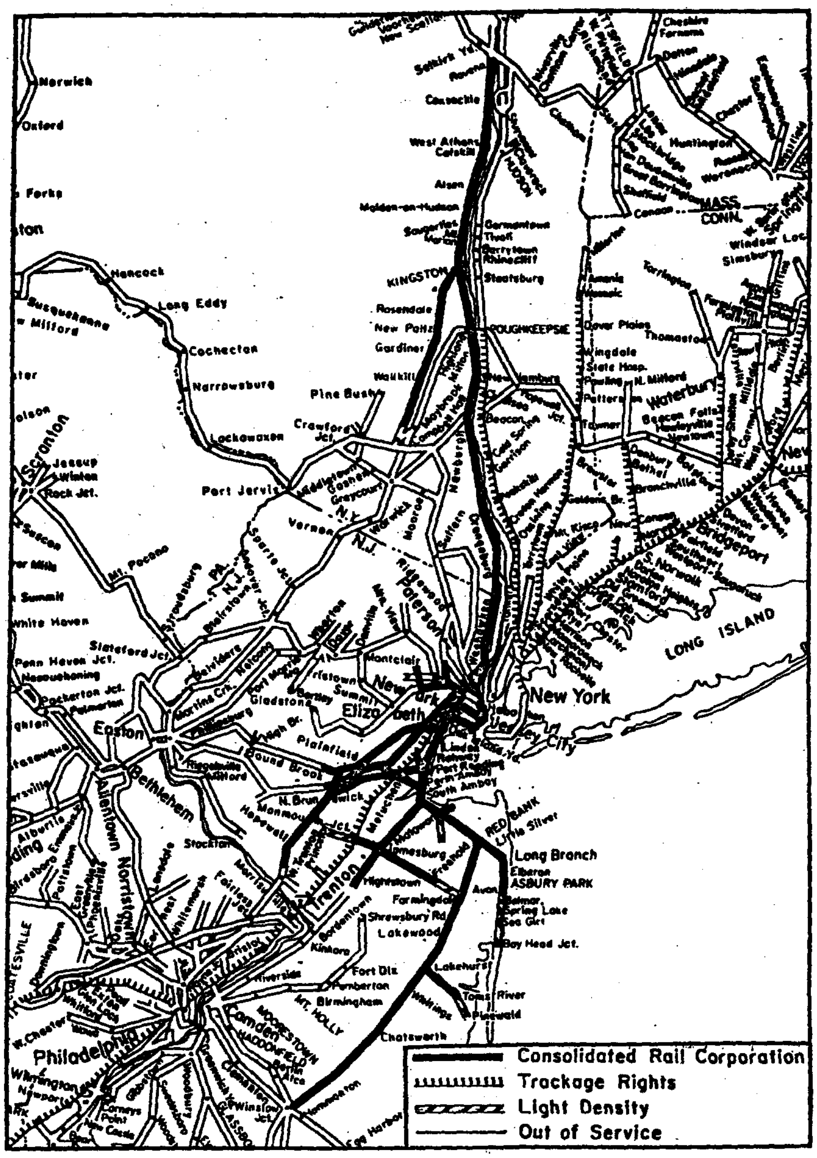
CORRECT TO 1-1-77

2

NAME	BETWEEN	M.P. TO M.P.	CODE
MAIN LINE (N.Y. TO BOSTON)(AMTRAK)	N.Y. (PENN STA.) & HAROLD (L.I.R.R.)	0.0- E4.5	1411
MAIN LINE (N.Y. TO PHILA.)(AMTRAK)	N.Y. (PENN STA.) & HOLMESBURG JCT.	0.0- 76.0	1401
ML (JERSEY CITY TO PHILLIPSBURG)(CNJ)	JERSEY CITY (GREENVILLE) & CP BOYD	2.9- 36.2	0201
ML (JERSEY CITY TO SAYRE)(L.V.)	JERSEY CITY & PORT READING JCT.	1.6- 35.8	0501
RIVER LINE (CP WALDO TO CP 132)	CP WALDO & WEEHAWKEN	4.5- 0.0	1412
RIVER LINE (CP WALDO TO CP 132)	WEEHAWKEN & CP 132	0.0-132.3	1413
AMBOY SECONDARY	S. AMBOY JCT. & JAMESBURG	0.5- 13.6	1425 ✓
BAY HEAD LINE	PERTH AMBOY & BAY HEAD JCT.	0.0- 38.7	0222 ✓
BLOODGOODS BRANCH	CLARK & GARDEN STATE PKY	19.3- 20.3	0532 ✓
BONHAMPTON BRANCH	METUCHEN & BONHAMPTON	0.1- 1.7	1433 ✓
BRANCH #6	NAT'L DOCKS BR. & BAYONNE	7.8- 8.5	0536 ✓
CENTER STREET BRANCH	HUDSON & CENTER STREET (HARRISON)	0.0- 0.9	1431
FREEHOLD SECONDARY	~~HOWELL~~ & JAMESBURG	12.7- 27.1	1427
GREENVILLE BRANCH	WAVERLY (WA-5) & GREENVILLE YARD	0.0- 5.5	1422 ✓
HARRISON BRANCH	HARRISON & HARRISON FREIGHT STATION	0.0- 1.4	1432 ✓
HARRISON E. NEWARK CONN.	HARRISON, N.J.	0.0- 0.6	1438
HARSIMUS BRANCH	JERSEY CITY & KEARNY	1.3- 7.0	1420 ✓
HIGHTSTOWN SECONDARY	JAMESBURG & HIGHTSTOWN	13.6- 21.7	1437
HUDSON STREET BRANCH	JERSEY CITY	0.0- 1.3	1440 ✓
IRVINGTON BRANCH	HILLSIDE & IRVINGTON	12.7- 15.5	0511 ✓
JAMESBURG BRANCH	MONMOUTH JCT. (M.L.) & JAMESBURG	0.0- 5.5	1426
KINGSTON BRANCH	MONMOUTH JCT. (M.L.) & ROCKY HILL	0.0- 6.3	1429 ✓
MEADOWS BRANCH - TRACK NO. 1	MEADOWS YARD & FEDERAL SHIP YARD	0.0- 0.8	1434 ✓
MEADOWS BRANCH - TRACK NO. 2	MEADOWS YARD & LINCOLN HIGHWAY	0.0- 0.9	1434
MILLSTONE BRANCH	NEW BRUNSWICK & MIDDLEBUSH	0.2- 3.0	1428
NATIONAL DOCKS BRANCH	JERSEY CITY & BRANCH #6	1.7- 7.8	0509
NATIONAL JCT. BRANCH	NATIONAL JCT. & NATIONAL DOCKS BR.	1.6- 2.1	0534
NEWARK & ELIZABETH BRANCH	BRILLS JCT. & ELIZABETHPORT	0.0- 5.5	0205
NEWARK & NEW YORK BRANCH	KEARNY & NEWARK	4.5- 7.3	0203
NEW YORK BRANCH (RDG.)	GLEN & BOUND BROOK JCT.	38.8- 58.4	0326
PASSAIC BRANCH	WAVERLY (WA-5) & KEARNY	0.0- 4.4	1421 ✓
PERTH AMBOY & WOODBRIDGE BRANCH	RAHWAY (UNION) & WOOD	-0.2- 5.0	1423
PERTH AMBOY BRANCH	ELIZABETHPORT & PERTH AMBOY	9.0- 21.5	0211
PERTH AMBOY BRANCH	PERTH AMBOY & SOUTH PLAINFIELD	17.4- 27.1	0510
PORT READING BRANCH	WESTON & PORT READING	0.0- 18.6	0336
PRINCETON BRANCH	PRINCETON JCT. (M.L.) & PRINCETON	0.0- 3.0	1424
RARITAN BRANCH	RARITAN & SILVER LAKE AVE.	19.8- 26.4	0533 ✓
SEA SHORE BRANCH	KEYPORT & MATAWAN	7.0- 10.9	0217 ✓
*SOUND SHORE BRANCH	BAYWAY & WARNERS	0.0- 3.5	0212 ✓
SOUTHERN BRANCH	REDBANK & WINSLOW JCT.	38.3-103.6	0215 ✓
SUSQUEHANNA CONN. TRACK	JERSEY CITY & CROXTON YD.	0.0- 2.0	1441
TOMS RIVER & BARNEGAT BRANCH	LAKEHURST & TOMS RIVER	39.8- 47.4	0219 ✓
WALLKILL VALLEY BRANCH	KINGSTON & MONTGOMERY	0.0- 32.9	1435
WEST NEWARK BRANCH	HUNTER (M.L.) & TERMINUS	0.0- 1.7	1439
WEST SIDE BRANCH	COMMUNIPAW & WEST SIDE AVE.	1.0- 3.1	0202
	POINT & KING	0 0 /	1436 ✓

*NO CHART

NEW JERSEY DIVISION INDEX



NEW JERSEY DIVISION MAP

4

PROGRAM LEGEND

DATE OF CONDITION PRECEDES CODE (If Known)

CONDITIONS	CODES
GRINDING	(No. of Passes)
WELDING	E = Electric TW = Thermit Weld G = Gas
SURFACING	Machines M = Matisa R = Railway Maint. Corp. W = McWilliams J = Jackson P = Pullman (Mainly on Branch Lines) P = Plasser E = Electromatic EM= Electromatic & Electromatic Jr. T = Tamper
TIES	(Year Installed Only)
BARS	HF & HFT = Head Free Toeless Other Types HFF = Head Free Flange K4 WC = Crowned Oversize K6 W = Oversized K8 S = Short Bar or 24" Bar K24 SH = Second Hand
RAIL (See Note Below)	W = Welded (Designated by Cross-Hatching) F = Fit C = Cropped M = Modified MM = Med. Mang. T = Transposed
BAL. CLEANING	S = Speno B = Brownhoist L = Loram P = Pullman N = Nordberg M = Mannix
JOINT STRAIGHTENER	(Year Worked On)

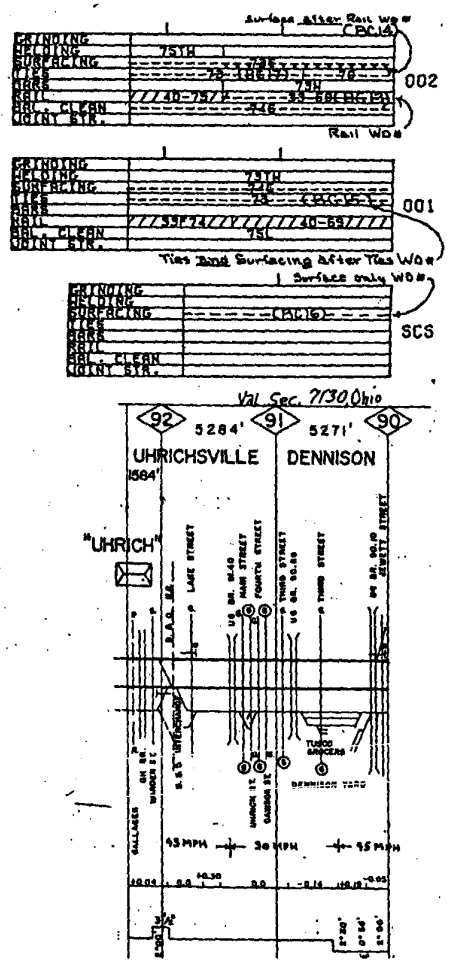
NOTE: On rail weights of over 100 lbs., the number 1 is dropped.
EXAMPLE: 140 lbs. would be written 40.
The rail weights will precede the year of rail.
EXAMPLE: 131 - 1942 would be written 31-42.
Welded rail will be followed with the letter "W".
EXAMPLE: 40-68W.

CHART LEGEND

INTERLOCKING TOWER
INTERLOCKING
BLOCK STATION
BLOCK LIMIT STATION
REMOTE CONTROLED SWITCHES
TRAIN ORDER DELIVERY STAFF
PUBLIC ROAD XING (GRADE)
" " " = With Flashers
" " " = With Flashers & Gates
" " " = With Watchman
PRIVATE ROAD XING (GRADE)
YARD LIMIT BOARD
TUNNEL
OVERHEAD BRIDGE
UNDERGRADE BRIDGE
POSITION LIGHT SIGNAL
DRAGGING EQUIPMENT DETECTOR
SPRING SWITCHES
HOT BOX DETECTOR (Pointing direction of traffic)
STATE, COUNTY & TOWNSHIP LINES
TELEPHONE (Booth or Box)
CURVE LUBRICATOR

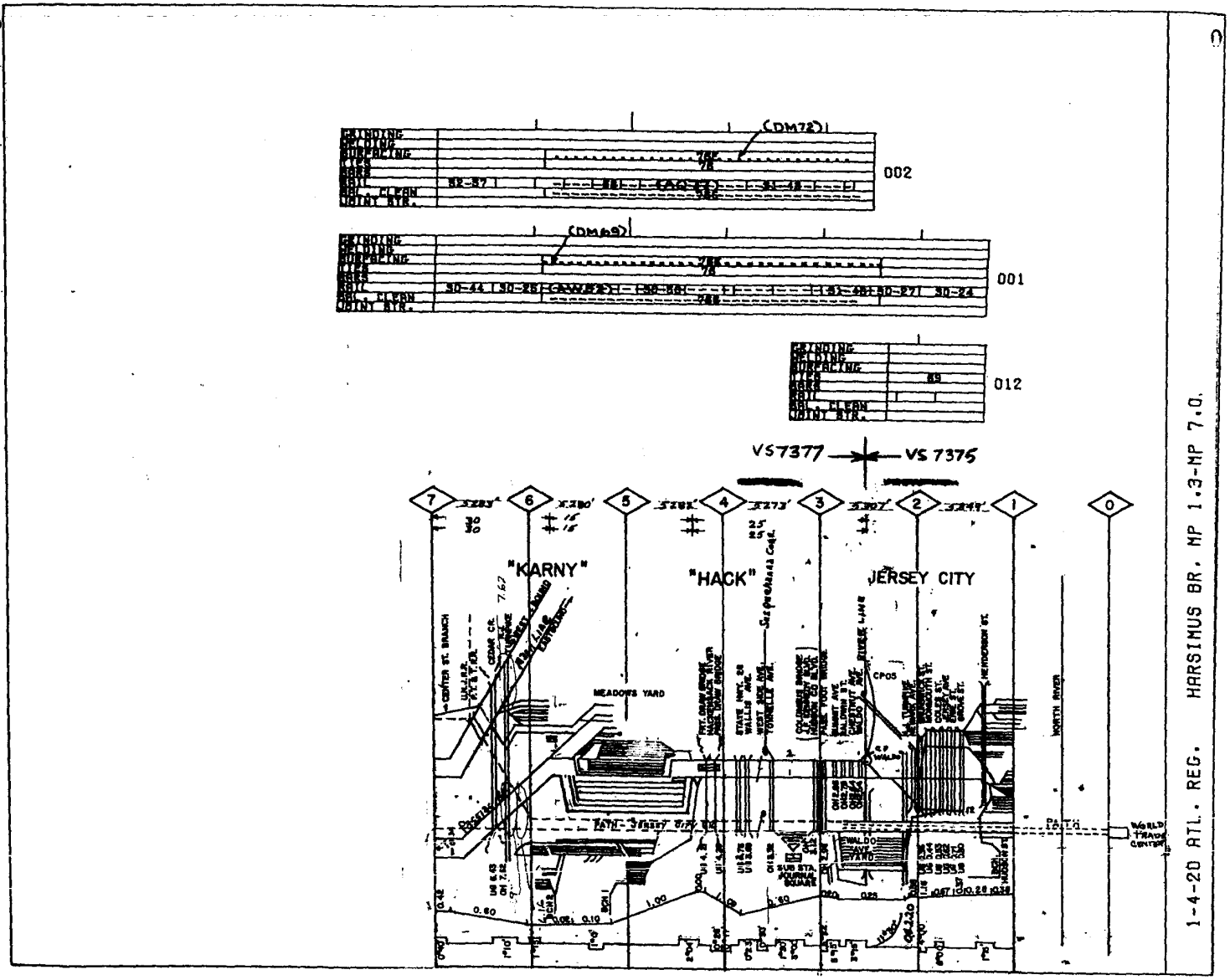
MAINTENANCE PROGRAM WORK THIS YEAR IS DESIGNATED WITH DASHED LINES------- (SURFACING AFTER RAIL WITH ·····)

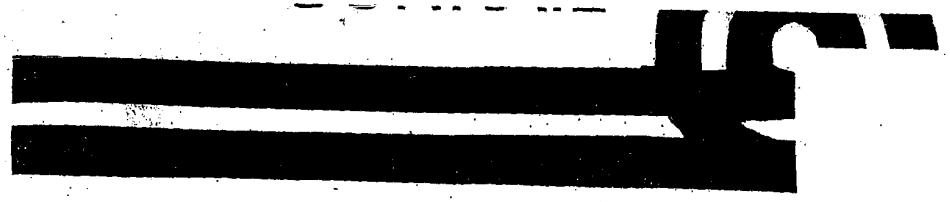
REHABILITATION WORK ORDERS ARE ENTERED ON CHART, EXAMPLE, BC 15(6).
FOR TIE AND SURFACING, WORK ORDERS ARE ENTERED ON TIE LINE ONLY.



2-2-06 CENTRAL REG. NL PGH-COLS MP 90.0- 92.3

0 23


(DM72)
002
(DM69)
001
012
VS7377
VS 7375
7
6
5
4
3
2
1
0
"KARNY"
"HACK"
JERSEY CITY
MEADOWS YARD
CPOS
NORTH RIVER
WORLD TRADE CENTER
1-4-2D ATL. REG. HARSIMUS BR. MP 1.3-MP 7.0.

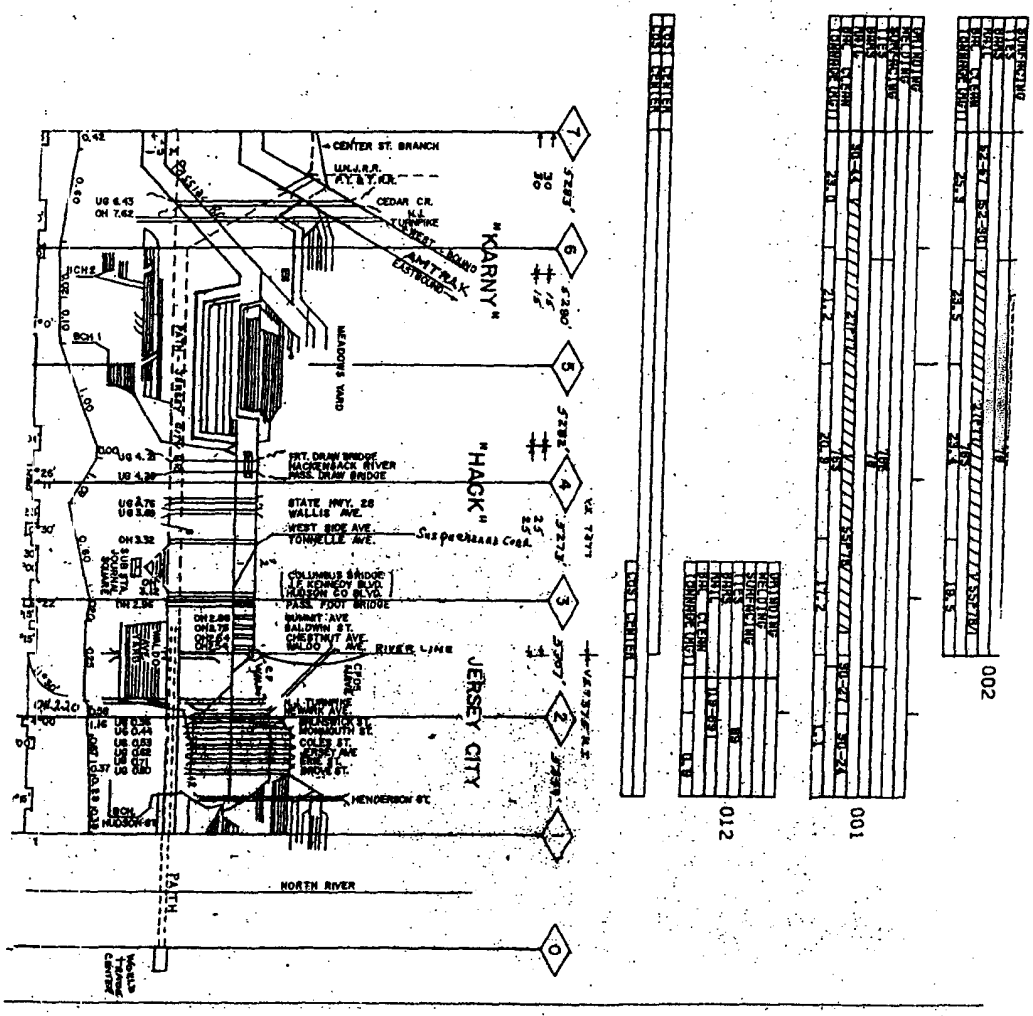


MAINTENANCE PROGRAM
AND
TRACK CHART

ATLANTIC REGION

NEW JERSEY DIVISION

CORRECT TO 1-1-80


"KARNY"
"HACK"
JERSEY CITY
CENTER ST. BRANCH
CEDAR CR.
TURNPIKE
AMTRAK
MEADOWS YARD
PAT. DRAW BRIDGE
HACKENSACK RIVER
PASS. DRAW BRIDGE
STATE HWY. 26
WALLIS AVE.
WEST SIDE AVE.
YONNELLE AVE.
Susquehanna Corp.
COLUMBUS BRIDGE
J.F. KENNEDY BLVD.
HUDSON CO. BLVD.
PASS. FOOT BRIDGE
SUMMIT AVE.
BALDWIN ST.
CHESTNUT AVE.
WALCO
RIVER LINE
HENDERSON ST.
NORTH RIVER
PATH
WORLD TRADE CENTER
012
001
002

Appendix X

WASHINGTON, D.C.
8/9/45

RECORD

OF

TRANSPORTATION LINES

OWNED AND OPERATED BY, AND ASSOCIATED IN INTEREST WITH,

THE PENNSYLVANIA RAILROAD COMPANY.

COMPILED FROM OFFICIAL DATA ON FILE IN OFFICE OF CHIEF ENGINEER, AT PHILADELPHIA.

For Year ending December 31st, ***1942***

CONTENTS.

	PAGE
INDEX OF RAILROADS AND FERRIES	1
INDEX OF BRANCHES	3
FERRIES, LENGTH OF BY STATES	15
SUMMARIES OF TRACK MILEAGE:	
OPERATED LINES (By Companies), LENGTH OF LINE BY ZONE AND REGIONS	9
BY STATES	10
TRACKAGE RIGHTS (By Companies), LENGTH OF LINE BY ZONE AND REGIONS	11
BY STATES	12
OPERATED LINES, ALL TRACKS BY ZONE AND REGIONS AND BY STATES	13
TRACKAGE RIGHTS, ALL TRACKS BY ZONE AND REGIONS AND BY STATES	13
OPERATED AND ASSOCIATED LINES (Associated Lines by Companies), ALL TRACKS BY ZONE AND REGIONS	14

DETAILS OF TRACK MILEAGE:

		NEW YORK ZONE	EASTERN REGION	CENTRAL REGION	WESTERN REGION
INDEX		15	23	49	73
OPERATED LINES	—SUMMARY	16	24	50	74
	DETAILS	17	25	51	76
TRACKAGE RIGHTS	—SUMMARY	16	24	50	74
	DETAILS	19	41	65	84
ASSOCIATED LINES	—SUMMARY	16	25	51	75
	DETAILS	20	43	68	87

[illegible] MILEAGE 90

GUTHRIE LITHOGRAPH COMPANY
OFFSET LITHOGRAPHERS
1150 First St., N W. Washington
1943

INDEX OF BRANCHES - Continued

PAGE

Fairhill 26
Fairlawn Extension,A.& B.B.R.R. 65
Fallen Timber 52
Far Rockaway,L.I.R.R. 21,90
Flemington 19
Florence 18
Flushing,L.I.R.R. 20,90
Forman Avenue,(Detroit,Mich.) 75
Fort George G.Meade 33
Fort Washington 25,26,92
Fort Wayne 77
Frankford Street(Philadelphia,Pa.) 26
Fullerton Avenue Wye,(Detroit,Mich.) 75
Fultonham Spur 60

G

Gallaher,C.T.& D.R.R. 66
Gardner Run 52
Gilberton 38
Girard Point 26
Girardville 38
Glassboro,P.-R.S.L. 42
Glass Works,W.J.& S.R.R. 44
Glen Campbell 52
Glendale Cut-off,L.I.R.R. 20,90
Glen Lyon 37
Gloucester,W.J.& S.R.R. 44
Goss Run No.1 31
Goss Run No.2 31
Goss Run No.3 31
Graham 32
Graham No.2 32
Grauer 30
Greene County Coal 79
Green Ridge 38
Green Spring 34
Grenloch,P.-R.S.L. 42
Grindstone 54

H

Hammond,S.C.& S.R.R. 74
Harbor Springs 76
Harrison 17
Harsimus 17,88
Hastings 52
Havre de Grace 33,94
Hegarty 53
Hempfield 55
Hempstead,L.I.R.R. 20,90
Hempstead,Columbus Division 78
Hickory 59
Highland Park 75
Hillman 52
Hollidaysburg 30
Horn Connecting Track,S.V.& P.R.R. 38
Houtzdale 31
..... 55

I

Indiana .....
Indian Creek,Monon.Ry. .....
Indian Run .....
Irvona .....

J

Jamesburg .....
Jamison .....
Janesville .....
Jeannette .....
Johnstown .....
Junction No.1 Connection(Lewis Run Junction,Pa.) .....

K

Keister .....
Kensington & Tacony .....
Kentucky Street(Louisville,Ky.) .....
Kingston .....
Kinzua .....
Knox County Coal .....

L

La Jose .....
Lake City .....
Lake Conewago .....
Lamokin Run .....
Lancaster .....
Langeloth .....
Laurelton .....
Lebanon,P.R.R. .....
Lebanon,P.O.& D.R.R. .....
Lewistown .....
Lilly .....
Lilly Run,Monon.Ry. .....
Linwood .....
Lippincott .....
Little Creek,N.Y.,P.& N.R.R. .....
Little Muddy Run .....
Little Short Creek Industrial Track .....
Liveright .....
Llanfair .....
Long Beach,L.I.R.R. .....
Long Run,C.T.& D.R.R. .....
Loop Cut-off,C.T.& D.R.R. .....
Low Grade .....
Low Phos,Monon.Ry. .....
Luther .....
Lyons Run .....

Valuation Section	NAME OF LINE.	First Track	Second Track	Third Track	Fourth Track	Sidings Owned	Sidings Leased						
	NEW JERSEY DIVISION												
	NEW YORK DIVISION												
	PENNSYLVANIA RAILROAD COMPANY, THE.												
28-N.Y.	Brooklyn, N.Y., sidings forming part of the equipment of isolated local stations for receipt and delivery of freight traffic at North Fourth Street and East River (Williamsburg Yard)	.....	.....	.....	.....	0.99	0.99	.....	.....	.....	.....	.....	.....
28-N.Y.	New York City, N.Y., sidings forming part of the equipment of isolated local stations for receipt and delivery of freight traffic at Thirty-seventh Street and Hudson River (37th Street Yard)	.....	.....	.....	.....	3.35	3.35	.....	.....	.....	.....	.....	.....
3-Pa.	TRENTON BRANCH, P.R.R. Morrisville junction with P.& T.R.R. Connection, 3782 feet west of centre of passenger station, to Dunlap, Pa., junction with Trenton Branch, Philadelphia Division, at M.P. 41, 7343 feet east of east backwall of Bridge No. 39.60	4.36	4.33	.....	.....	66.36	75.05	.....	.....	.....	.....	-1.03	-1.03
2-N.Y.	PENNSYLVANIA TUNNEL AND TERMINAL RAILROAD. Long Island City, N.Y., junction with Sunnyside Branch, New York Connecting Railroad, west side of Woodside Ave., and with the Long Island Rail Road, 220, 685 and 1670 feet west of the centre of Harold Ave., to New York-New Jersey State Line, 6360 feet west of centre of Pennsylvania Station, N.Y.	5.90	5.84	4.08	3.89	45.68	65.39	.....	.....	.....	.....	.....	.....
1-N.J.	New York-New Jersey State Line, 6360 feet west of centre of Pennsylvania Station, New York, N.Y., to Harrison, N.J. junction with U.N.J.R.R.& C.Co. Main Line, 7762 feet east of centre of Fourth Street Station	6.82	6.82	.....	.....	0.22	13.86	.....	.....	.....	.....	.....	.....
1-N.J.	HARRISON BRANCH, P.T.& T.R.R. Harrison, N.J., junction with Main Line, 9131 feet east of centre of Fourth Street Station, to junction with Swift & Co's Yard	0.96	.....	.....	.....	0.12	1.08	.....	.....	.....	.....	.....	.....
1-N.J.	Harrison, N.J., joint tracks in vicinity of Swift & Co's Plant. (1/3 Ownership with Erie R.R. and D.L.& W.R.R.)	.....	.....	.....	.....	0.76	0.76	.....	.....	.....	.....	.....	.....
2-N.J.	UNITED NEW JERSEY R.R. AND CANAL CO., THE Jersey City, N.J., Bumping Blocks in Passenger Station, to Harrison, junction with P.T.& T.R.R., 7762 feet east of centre of Fourth Street Station	5.65	5.65	3.68	3.68	124.58	143.24	.....	.....	.....	.....	12.85	12.85
2-N.J.	Harrison, N.J., junction with P.T.& T.R.R., 7762 feet east of centre of Fourth Street Station, to junction with P.& T.R.R., at New Jersey-Pennsylvania State Line in Delaware River, 1935 feet east of centre of Morrisville, Pa., Passenger Station	51.07	51.07	51.07	51.07	130.40	334.68	.....	.....	.....	.....	2.34	2.34
2-N.J.	Sidings through Newark, N.J., which are normally used for Rapid Transit Service	.....	.....	.....	.....	3.69	3.69	.....	.....	.....	.....	.....	.....
1-N.J.	HARSIMUS BRANCH, U.N.J.R.R.& C.CO. Jersey City, junction with Main Line, at centre of Waldo Ave. O.H. Bridge, east of Journal Square Passenger Station, to Hudson River, at Harsimus Cove, N.J.	1.47	1.25	0.56	0.52	38.36	42.16	.....	.....	.....	.....	0.46	0.46
1-N.J.	Jersey City, N. J., sidings on Hudson and Essex Streets	.....	.....	.....	.....	1.43	1.43	.....	.....	.....	.....	.....	.....
1-N.J.	MEADOWS BRANCH NO.2, U.N.J.R.R.& C.CO. Junction with Industrial Tracks, 6879 feet west of centre of Hackensack River (Passenger) Drawbridge, west of Journal Square, N.J., Passenger Station, to east line of Central Avenue, 675 feet north of north line of Lincoln Highway	0.75	.....	.....	.....	1.06	1.81	.....	.....	.....	.....	0.11	0.11
1-N.J.	MEADOWS BRANCH NO.1, U.N.J.R.R.& C.CO. 5740 feet west of centre of Hackensack River (Passenger) Drawbridge, west of Journal Square, N.J., Passenger Station, to 3207 feet south of centre of Lincoln Highway	1.47	.....	.....	.....	0.85	2.32	-0.14	.....	.....	.....	.....	-0.14
2-N.J.	CENTRE STREET BRANCH, U.N.J.R.R.& C.CO. Harrison, junction with Main Line, 1851 feet east of centre of Fifth Street, to Canal Street, Newark, N.J.	1.32	0.80	.....	.....	4.64	6.76	.....	.....	.....	.....	.....	.....
2-N.J.	NEWARK-COLONIA CONNECTING TRACKS, U.N.J.R.R.& C.CO. South Elizabeth, N.J., junction with Main Line, 721 feet west of centre of passenger station, to Rahway, junction with Main Line, 6889 feet west of centre of passenger station	5.81	5.72	.....	.....	.....	11.53	.....	.....	.....	.....	.....	.....
2-N.J.	BONHAMTOWN BRANCH, U.N.J.R.R.& C.CO. Metuchen, N.J., junction with Main Line, 2540 feet west of centre of passenger station, to terminus, 1490 feet west of back wall of bridge over Mill Creek	1.84	.....	.....	.....	0.19	2.03	.....	.....	.....	.....	0.04	0.04
2-N.J.	MILLSTONE BRANCH, U.N.J.R.R.& C.CO. Millstone Junction, junction with Main Line, 8320 feet west of centre of New Brunswick Passenger Station, to East Millstone, N.J., 773 feet west of centre of Franklin Street	6.59	.....	.....	.....	1.02	7.61	.....	.....	.....	.....	.....	.....
2-N.J.	JAMESBURG BRANCH, U.N.J.R.R.& C.CO. Monmouth Junction, N.J., junction with Main Line, 1685 feet west of centre of passenger station, to 190 feet east of centre of passenger station	0.36	0.14	.....	.....	.....	0.50	.....	.....	.....	.....	.....	.....
3-N.J.	Monmouth Junction, N.J., 190 feet east of centre of passenger station, to Jamesburg, junction with Amboy Branch, 576 feet west of centre of passenger station	5.46	5.46	.....	.....	1.66	12.58	.....	.....	.....	.....	.....	.....
2-N.J.	KINGSTON BRANCH, U.N.J.R.R.& C.CO. Monmouth Junction, junction with Main Line, 409 feet west of centre of passenger station, to Kingston, N.J., junction with Rocky Hill R.R.& Transportation Co., 1976 feet east of centre of freight station	4.32	.....	.....	.....	0.80	5.12	.....	.....	.....	.....	.....	.....
2-N.J.	Siding at Rocky Hill, N.J., junction with R.H.R.R.& T.Co., 272 feet west of centre of freight station, to plant of Excelsior Terra Cotta Co	.....	.....	.....	.....	0.57	0.57	.....	.....	.....	.....	.....	.....
2-N.J.	PRINCETON BRANCH, U.N.J.R.R.& C.CO. Princeton Junction, junction with Main Line, 410 feet east of centre of passenger station, to Princeton, N.J., 165 feet west of centre of passenger station	2.88	2.48	.....	.....	10.67	16.03	.....	.....	.....	.....	.....	.....
2-N.J.	MILLHAM BRANCH, U.N.J.R.R.& C.CO. Millham Junction, N.J., junction with Main Line, 892 feet east of centre of Whiteheads Road, to Trenton (Coalport) junction with Connection with Bel.Del.R.R., 2531 feet west of centre of Warren Street Passenger Station	2.07	.....	.....	.....	20.00	22.07	.....	.....	.....	.....	.....	
	Carried forward	109.10	89.56	59.39	59.16	457.40	774.61	-0.14	.....	.....	.....	14.77	14.63

ELECTRIFIED MILEAGE

NEW YORK ZONE - OPERATED LINES

Valuation Section	NAME OF LINE.	LENGTH OF TRACKS. December 31, 1942						MILES Increase and Decrease during 1942					
		First Track.	Second Track.	Third Track.	Fourth Track.	Company's Sidings.	Total Company's Tracks.	First Track.	Second Track.	Third Track.	Fourth Track.	Company's Sidings.	Total Company's Tracks.
	NEW JERSEY DIVISION.												
	NEW YORK DIVISION.												
2-N.Y.	PENNSYLVANIA TUNNEL AND TERMINAL RAILROAD CO. Long Island City, N.Y., junction with Sunnyside Branch, New York Connecting Railroad, west side of Woodside Avenue, and with the Long Island Rail Road, 220,685 and 1670 feet west of the centre of Harold Avenue, to New York-New Jersey State Line, 6360 feet west of centre of Pennsylvania Station, New York	5.90	5.84	4.08	3.89	44.27	63.98	.....	.....	.....	.....	.....	.....
1-N.J.	New York-New Jersey State Line, 6360 feet west of centre of Pennsylvania Station, New York, N.Y., to Harrison, N.J., junction with U.N.J.R.R.& C.Co., Main Line, 7762 feet east of centre of Fourth Street Station	6.82	6.82	.....	.....	0.22	13.86	.....	.....	.....	.....	.....	.....
2-N.J.	UNITED NEW JERSEY R.R.AND CANAL CO., THE. Jersey City, N.J., Bumping Blocks at passenger station, to Harrison, N.J., junction with P., T.& T.R.R., 7762 feet east of centre of Fourth Street Station	5.65	5.65	3.68	3.68	33.31	51.97	.....	.....	.....	.....	-0.06	-0.06
2-N.J.	Harrison, N.J., junction with P., T.& T.R.R., 7762 feet east of centre of Fourth Street Station, to junction with P.& T.R.R., at New Jersey-Pennsylvania State Line in Delaware River, 1935 feet east of centre of Morrisville, Pa., Passenger Station	51.07	51.07	51.07	51.07	47.87	252.15	.....	.....	.....	.....	1.58	1.58
2-N.J.	Sidings through Newark, N.J., normally used for Rapid Transit Service	.....	.....	.....	.....	3.69	3.69	.....	.....	.....	.....	.....	.....
2-N.J.	NEWARK-COLONIA CONNECTING TRACKS, U.N.J.R.R.& C.CO. South Elizabeth, N.J., junction with Main Line, 721 feet west of centre of passenger station, to Rahway, junction with Main Line, 6889 feet west of centre of passenger station	5.81	5.72	.....	.....	.....	11.53	.....	.....	.....	.....	.....	.....
3-N.J.	BORDENTOWN BRANCH, U.N.J.R.R.& C.CO. Trenton, N.J., junction with Main Line, 757 feet west of centre of Clinton Street passenger station, to 300 feet west of centre of Greenwood Avenue O.H.Bridge	0.14	0.08	.....	.....	.....	0.22	.....	.....	.....	.....	.....	.....
1-N.J.	HARSIMUS BRANCH, U.N.J.R.R.& C.CO. Jersey City, N.J., junction with Main Line, at centre of Waldo Avenue O.H.Bridge, east of Journal Square Passenger Station, to Hudson River, at Harsimus Cove	1.47	1.25	0.56	0.52	8.14	11.94	.....	.....	.....	.....	.....	.....
3-N.J.	AMBOY BRANCH, U.N.J.R.R.& C.CO. South Amboy, N.J., junction with N.Y.& L.B.R.R., 198 feet east of centre of passenger station, to junction with Jamesburg Branch, 576 feet west of centre of Jamesburg Passenger Station	13.40	6.83	.....	.....	12.90	33.13	.....	.....	.....	.....	.....	.....
2-N.J.	MILLSTONE BRANCH, U.N.J.R.R.& C.CO. Millstone Jct., N.J., junction with Main Line, 8320 feet west of centre of New Brunswick Passenger Station, to 1500 feet west of main track connection	0.28	.....	.....	.....	0.28	0.56	.....	.....	.....	.....	.....	.....
2-N.J.	JAMESBURG BRANCH, U.N.J.R.R.& C.CO. Monmouth Jct., N.J., junction with Main Line, 1685 feet west of centre of passenger station, to 190 feet east of centre of passenger station	0.36	0.14	.....	.....	.....	0.50	.....	.....	.....	.....	.....	.....
3-N.J.	Monmouth Jct., 190 feet east of centre of passenger station, to Jamesburg, N.J., junction with Amboy Branch, 576 feet west of centre of passenger station	5.46	5.46	.....	.....	0.14	11.06	.....	.....	.....	.....	.....	.....
2-N.J.	KINGSTON BRANCH, U.N.J.R.R.& C.CO. Monmouth Jct., N.J., junction with Main Line, 409 feet west of centre of passenger station, to 321 feet east of centre of passenger station	0.14	.....	.....	.....	.....	0.14	.....	.....	.....	.....	.....	.....
2-N.J.	PRINCETON BRANCH, U.N.J.R.R.& C.CO. Princeton Junction, junction with Main Line, 410 feet east of centre of passenger station, to Princeton, N.J., 185 feet west of centre of passenger station	2.88	2.48	.....	.....	3.75	9.11	.....	.....	.....	.....	.....	.....
2-N.J.	MILLHAM BRANCH, U.N.J.R.R.& C.CO. Millham Jct., N.J., junction with Main Line, 892 feet east of centre of Whiteheads Road, to Coalport, junction with Connection to Belvidere Delaware R.R.	2.00	.....	.....	.....	2.54	4.54	.....	.....	.....	.....	.....	.....
2-N.J.	CONNECTION WITH BELVIDERE DELAWARE RAILROAD, U.N.J.R.R.& C.CO. Trenton, N.J., junction with Main Line, 1299 feet east of centre of Clinton Street Passenger Station, to 2848 feet east of centre of passenger station	0.15	0.07	.....	.....	0.04	0.26	.....	.....	.....	.....	.....	.....
1-N.J.	PERTH AMBOY AND WOODBRIDGE R.R.CO. Perth Amboy Junction, junction with U.N.J.R.R.& C.CO., 14 feet east of west portal of westward P.A.& W.R.R. Tunnel, west of Rahway Passenger Station, to 6255 and 6793 feet west of centre of Genasco, N.J., Passenger Station	5.24	5.14	.....	.....	0.39	10.77	.....	.....	.....	.....	.....	.....
1-N.J.	CONNECTION WITH C.R.R.of N.J., P.A.& W.R.R. Junction with P.A.& W.R.R., 6255 feet west of Genasco, N.J., Passenger Station, to junction with C.R.R.of N.J., 5836 feet east of centre of Perth Amboy Passenger Station (C.R.R.of N.J.)	0.21	.....	.....	.....	.....	0.21	.....	.....	.....	.....	.....	.....
1-Pa.	PHILADELPHIA AND TRENTON RAIL ROAD COMPANY, THE. [illegible] R.R.& C.Co., at N.J. and Penna. State [illegible] 1935 feet east of centre of [illegible] Station, to Liddonfield, Pa., [illegible] Phila. Terminal Division, 435 [illegible] Street	17.92	17.92	17.92	17.92	7.81	79.49	.....	.....	.....	.....	0.13	.....
1-Pa.	[illegible] P.& T.R.R. [illegible] 50 feet west of [illegible] Trenton	0.54	0.54	.....	.....	0.54	1.62	.....	.....	.....	.....	.....	.....
1-Pa.	[illegible]	[illegible]	0.34	.....	.....	0.49	2.02	.....	.....	.....	.....	.....	.....
3-Pa.	THE [illegible] [illegible] [illegible] [illegible] [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Appendix XI

RECORD

OF

TRANSPORTATION LINES

OWNED, LEASED AND OPERATED, ALSO ASSOCIATED IN INTEREST WITH,

THE PENNSYLVANIA RAILROAD COMPANY.

COMPILED FROM OFFICIAL DATA ON FILE IN OFFICE OF CHIEF ENGINEER, AT PHILADELPHIA.

For Year ending December 31st,

1954

RECORD

OF

TRANSPORTATION LINES

OWNED, LEASED AND OPERATED, ALSO ASSOCIATED IN INTEREST WITH,

THE PENNSYLVANIA RAILROAD COMPANY.

COMPILED FROM OFFICIAL DATA ON FILE IN OFFICE OF CHIEF ENGINEER, AT PHILADELPHIA

For Year Ending December 31, 1954

CONTENTS

PAGE

Index of Railroads and Ferries 1
Index of Branches 3
Ferries, Length of by States 14
Summaries of Track Mileage:
- Operated Mileage, All Tracks by Regions and States 8
- Trackage Rights, All Tracks by Regions and States 8
- Regional System—Operated Companies, Length of Line by Regions 9
- Regional System—*Operated Companies*, Length of Line by States 10
- Regional System—Trackage Rights (By Companies), Length of Line by Regions 11
- Regional System—Trackage Rights (By Companies), Length of Line by States 12
- Grand Summary—Operated, Trackage Rights and Associated Lines, All Tracks by Regions 13

DETAILS OF TRACK MILEAGE BY DIVISIONS

EASTERN REGION

Index and Summaries 15
New York Division 17
Atlantic Division 19
Philadelphia Terminal Division 19
Philadelphia Division 22
Middle Division 24
Susquehanna Division 26
Maryland Division 28
Delmarva Division 30
Trackage Rights by Divisions 31
Associated Lines 33

CENTRAL DIVISION

Index and Summaries 40
Pittsburgh Division 41
Conemaugh Division 46
Northern Division 47
Eastern Division 48
Panhandle Division 49
Lake Division 52
Trackage Rights by Divisions 54
Associated Lines 57

WESTERN REGION

Index and Summaries 61
Chicago Division 63
Fort Wayne Division 65
Cincinnati Division 66
Columbus Division 67
Southwestern Division 68
Trackage Rights by Divisions 69
Associated Lines 72

Electrified Mileage 75

Cuneo Eastern Press
Erie Avenue F to G Street
Philadelphia, Pennsylvania

INDEX OF BRANCHES—Continued

H

PAGE

Hagerstown, Md. - Joint Sidings....23
Hammond....64
Hammonton Yard, P.-R.S.L....36
Harbor Springs....65
Harrison....17
Harsimus....17,76
Hartsdale, Ind., Joint Yard....64
Haselton, O., Joint Sidings....53
Hastings....43
Havre de Grace....28,79
Hegarty....44
Hemptield....45
Hempstead, L.I.R.R....34,81
Hempstead (Columbus Div.)....67
Hickory....50
Highland Park....49
Hillman....44
Hollidaysburg....24
Horn Connecting Track....27
Hudson & Essex Streets Sidings....17
Hudson & Manhattan R.R. thru Newark, N.J....17,76
Hunter Run....45

I

Indiana....46
Indian Creek, Monon, Ry....58
Indian Run....46
Irvona....44

J

Jamesburg....17,76
Jamison....42
Jamesville....25
Jeannette....42
Johnstown....42
Junction No. 1 Connection (Lewis Run Junction, Pa.)....49

K

Kensington & Tacony....21
Kentucky Street (Louisville, Ky.)....69
Kingston....17,76
Kinkora (P.& A.R.R.)....35
Kinzua....47
Knox County Coal....68
Kokomo, Ind., Joint Sidings....66

L

La Jose....43
Lake City....65
Lake Front Sidings, Buffalo, N.Y....47
Lamokin Run....28
Lancaster Industrial Track....27
Langeloth....50
Laurelton Lead....26
Lebanon (Cincinnati Div.)....66
Lebanon (Columbus Div.)....67
Lebanon (Philadelphia Div.)....23
Lewistown....24,27
Library, Montour R.R....59
Lilly....41
Lilly Run, Monon, Ry....58
Lincoln Yard, Detroit....49
Linwood....28
Lippincott....42
Little Creek....30
Little Muddy Run....25
Little Short Creek Industrial Track....51
Llanfair....42
Logansport (Chicago Div.)....63
Logansport (Southwestern Div.)....68
London, O., Joint Sidings....67
Long Beach, L.I.R.R....34,81

PAGE

Long Run, C.T.& D.R.R....57
Loop Cut-off, C.T.& D.R.R....57
Lordstown, O., Sidings....52,53
Loudonville, Ohio, Sidings....48
Louisville....68
Lower Canal....26
Low Grade (Conemaugh Div.)....46
Low Grade (Northern Div.)....47
Low Phos, Monon. Ry....58
Luther....43

M

McCoy Run....43
McGees....43
McKeesport....44
Madison....68
Magruder....29,79
Mahaffey....43
Mahoningtown....53
Mammoth....45
Manor....42
Mapleton No. 1....25
Mapleton No. 2....25
Marguerite....45
Marietta....52
Marion....27
Marion, Ind., Joint Sidings....67
Martin....41
Martinsburg....24
Martins Creek....18
Massillon and Cleveland....48
Maurice River, W.J.& S.R.R....38
Meadows No. 1....17
Meadows No. 2....17
Medford, W.J.& S.R.R....37
Mercersburg....23
Michigan Belt Connection, (Toledo, O.)....48
Middle Canal....26
Middletown....66
Midvale....21
Millbam....17,76
Mill Run....51
Millstone....17,76
Mill Street, B.& E.R.R. (Salisbury, Md.)....33
Millville, W.J.& S.R.R....38
Millville (Susquehanna Div.)....26
Milroy....24
Milton....30
Minersville....20
Missaukee....65
Mississippi Ave. P.-R.S.L....36
Monongahela....44
Montauk, L.I.R.R....34,81
Montauk Cut-off, L.I.R.R....34
Montelius....27
Morea....20
Morrisons Cove....24
Moser Run, Monon. Ry....58
Moshannon....25
Moshannon & Clearfield....25
Moss Creek....43
Mt. Dallas....24
Mt. Eagle Cut-off....24
Mt. Holly & Medford....19
Muddy Run....25
Muncie....66
Muskegon....65

EASTERN REGION--OPERATED LINES

Valuation Section	NAME OF LINE	LENGTH OF TRACKS						MILES Increases and Decreases during year.					
		First Track	Second Track	Third Track	Fourth Track	Company's Sidings	Total Company's Tracks	First Track	Second Track	Third Track	Fourth Track	Company's Sidings	Total Company's Tracks
	NEW YORK DIVISION												
28-N.Y.	PENNSYLVANIA RAILROAD COMPANY,THE Brooklyn,N.Y.,sidings forming part of the equipment of isolated local stations for receipt and delivery of freight traffic at North Fourth Street and East River (Williamsburg Yard)	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	-0.99	-0.99
28-N.Y.	New York City,N.Y.,sidings forming part of the equipment of isolated local stations for receipt and delivery of freight traffic at Thirty-seventh Street and Hudson River(37th Street Yard)	.....	.....	.....	.....	3.56	3.56	.....	.....	.....	.....	.....	.....
3-Pa.	TRENTON BRANCH,P.R.R. Morrisville,junction with P.& T.R.R. Connection,3782 feet west of centre of passenger station to Dunlap,Pa., junction with Trenton Branch,Philadelphia Div.,1.5 feet east of M.P. 41	4.36	4.33	.....	.....	66.59	75.28	.....	.....	.....	.....	-3.61	-3.61
3.02 Pa.	FAIRLESS SPUR,P.R.R. Morrisville,Pa.,junction with Trenton Branch,P.R.R.,2992 feet east of centre of U.G. Bridge No. 1.40 to centre line of Tyburn Road	.....	.....	.....	.....	5.00	5.00	.....	.....	.....	.....	5.00	5.00
2-N.Y.	PENNSYLVANIA TUNNEL AND TERMINAL RAILROAD. Long Island City,N.Y.,junction with Sunnyside Branch, New York Connecting Railroad,west side of Woodside Ave., and with the Long Island Rail Road,220,685 and 1670 feet west of the centre of Harold Ave., O.H.Bridge to New York-New Jersey State Line,6343 feet west of centre of Pennsylvania Station,N.Y.	5.90	4.08	3.89	5.84	45.97	65.68	.....	.....	.....	.....	.....	.....
1-N.J.	New York-New Jersey State Line,6343 feet west of centre of Pennsylvania Station,New York,N.Y.,to Harrison,N.J., junction with U.N.J.R.R.& C.Co., Main Line,7762 feet east of centre of Fourth Street Station	6.82	6.82	.....	.....	0.22	13.86	.....	.....	.....	.....	.....	.....
1-N.J.	HARRISON BRANCH,P.T.&T.R.R. Harrison,N.J.,junction with Main Line,9131 feet east of centre of Fourth Street Station,to junction with Swift & Co's Yard	0.98	.....	.....	.....	0.12	1.08	.....	.....	.....	.....	.....	.....
1-N.J. Joint	HARRISON,N.J., JOINT TRACKS IN VICINITY OF SWIFT & CO'S PLANT. (1/3 Ownership with Erie R.R. and D.L.& W.R.R.)	.....	.....	.....	.....	0.76	0.76	.....	.....	.....	.....	.....	.....
2-N.J.	UNITED NEW JERSEY R.R. AND CANAL CO.,THE Jersey City,N.J.,Bumping Blocks in Passenger Station,to Harrison,junction with P.T.& T.R.R.,7762 feet east of centre of Fourth Street Station	5.65	3.68	3.68	5.65	117.13	135.79	.....	.....	.....	.....	-.05	-.05
2-N.J.	Harrison,N.J.,junction with P.T.& T.R.R.,7762 feet east of centre of Fourth Street Station,to junction with P.& T.R.R. at New Jersey-Pennsylvania State Line in Delaware River,1935 feet east of centre of Morrisville, Pa.,Passenger Station	51.07	51.07	51.07	51.07	143.97	348.25	.....	.....	.....	.....	-.02	-.02
5 & 5a N.J.	SUSQUEHANNA CONNECTING BRANCH,U.N.J.R.R.& C.Co. Jersey City,N.J.,junction with connection with Susquehanna Connecting Branch,2.46 miles west of Jersey City Passenger Station to junction with N.Y.,S.& W.R.R.,639' north of north backwall of U.G.Bridge No. 0.87 over Croxton Yard	1.00	.....	.....	.....	1.70	2.70	.....	.....	.....	.....	.....	.....
2.1 N.J.	CONNECTION WITH SUSQUEHANNA CONNECTING BRANCH Jersey City,N.J.,junction with Main Line,2.42 miles west of passenger station to junction with Susquehanna Connecting Branch, 2.46 miles west of passenger station	0.04	.....	.....	.....	0.01	0.05	0.04	.....	.....	.....	0.01	0.05
2-N.J.	HUDSON & MANHATTAN R.R. THRU NEWARK,N.J.(U.N.J.R.R.& C.Co.) Newark,N.J.,833 feet east of Harrison,N.& M.R.R. Passenger Station to 107 feet east of South Street Station	.....	.....	.....	.....	3.69	3.69	.....	.....	.....	.....	.....	.....
1-N.J.	HARSIMUS BRANCH,U.N.J.R.R.& C.Co. Jersey City,junction with Main Line,at centre of Waldo Ave.,O.H.Bridge,east of Journal Square Passenger Station to Hudson River,at Harsimus Cove,N.J.	1.47	1.25	0.56	0.52	38.11	41.91	.....	.....	.....	.....	.....	.....
1-N.J.	JERSEY CITY,N.J.,SIDINGS ON HUDSON AND ESSEX STREETS	.....	.....	.....	.....	1.32	1.32	.....	.....	.....	.....	.....	.....
1-N.J.	MEADOWS BRANCH NO.2,U.N.J.R.R.& C.Co. Junction with Industrial Tracks,7870 feet west of centre of Hackensack River(Freight)Drawbridge,west of Journal Square,N.J.,Passenger Station,to east line of Central Avenue,675 feet north of north line of Lincoln Highway	0.75	.....	.....	.....	0.71	1.46	.....	.....	.....	.....	.....	.....
1-N.J.	MEADOWS BRANCH NO.1,U.N.J.R.R.& C.Co. 4969 feet west of centre of Hackensack River(Freight) Drawbridge,west of Journal Square,N.J.,Passenger Station,to 3027 feet south of centre of Lincoln Highway	1.59	.....	.....	.....	0.90	2.49	.....	.....	.....	.....	.....	.....
2-N.J.	CENTRE STREET BRANCH,U.N.J.R.R.& C.Co. Harrison,Junction with Main Line,1851 feet east of centre of Fifth Street, to Canal Street, Newark,N.J.	1.32	0.80	.....	.....	4.78	6.90	.....	.....	.....	.....	.....	.....
2-N.J	NEWARK-COLONIA CONNECTING TRACKS,U.N.J.R.R.& C.Co. South Elizabeth,N.J.,junction with Main Line,721 feet west of centre of passenger station,to Rahway,junction with Main Line,6889 feet west of centre of passenger station	5.72	5.81	.....	.....	.....	11.53	.....	.....	.....	.....	.....	.....
2-N.J.	BOONTAMTOWN BRANCH,U.N.J.R.R.& C.Co. Metuchen,N.J.,junction with Main Line,2601 feet west of centre of passenger station,to terminus,1496 feet west of back wall of bridge over Mill Creek	1.83	.....	.....	.....	5.43	7.26	.....	.....	.....	.....	.....	.....
2-N.J.	MILLSTONE BRANCH,U.N.J.R.R.& C.Co. Millstone Junction,junction with Main Line,8320 feet west of centre of New Brunswick Passenger Station,to East Millstone,N.J.,773 feet west of centre of Franklin Street	6.59	.....	.....	.....	2.31	8.90	.....	.....	.....	.....	0.06	0.06
2-N.J.	JAMESBURG BRANCH,U.N.J.R.R.& C.Co. Monmouth Junction,N.J.,junction with Main Line,1685 feet west of centre of passenger station,to 190 feet east of centre of passenger station	0.36	0.14	.....	.....	.....	0.50	.....	.....	.....	.....	.....	.....
3-N.J.	Monmouth Junction,N.J.,190 feet east of centre of passenger station,to Jamesburg,Junction with Amboy Branch, 576 feet west of centre of passenger station	5.46	5.41	.....	.....	1.35	12.22	.....	.....	.....	.....	.....	.....
2-N.J.	KINGSTON BRANCH,U.N.J.R.R.& C.Co. Monmouth Junction,junction with Main Line,409 feet west of centre of passenger station,to Kingston,N.J.,junction with Rocky Hill R.R.& Transportation Co.,367 feet east of centre of U.G.Bridge No. 4.38	4.32	.....	.....	.....	0.91	5.23	.....	.....	.....	.....	.....	.....
2-N.J.	PRINCETON BRANCH,U.N.J.R.R.& C.Co. Princeton Junction,junction with Main Line,399 feet east of centre of passenger station,to Princeton,N.J.,185 feet west of centre of passenger station	2.88	2.48	.....	.....	8.18	13.54	.....	.....	.....	.....	-0.36	-0.36
2-N.J.	MILLHAM BRANCH,U.N.J.R.R.& C.Co. Millham Junction,N.J.,junction with Main Line,892 feet east of centre of Whitehead Road,to Trenton(Coalport) junction with Connection with Bel.Del.R.R.,2531 feet east of centre of Warren Street Passenger Station	2.07	.....	.....	.....	20.04	22.11	.....	.....	.....	.....	.....	.....
	Carried forward	110.16	85.87	59.20	63.08	472.76	791.07	0.04	.....	.....	.....	0.04	0.08

ELECTRIFIED MILEAGE
EASTERN REGION—OPERATED LINES

Valuation Section	NAME OF LINE	LENGTH OF TRACKS						MILES Increase and Decrease during year.					
		First Track	Second Track	Third Track	Fourth Track	Company's Sidings	Total Company's Tracks	First Track	Second Track	Third Track	Fourth Track	Company's Sidings	Total Company's Tracks
	NEW YORK DIVISION												
	PENNSYLVANIA TUNNEL AND TERMINAL RAILROAD CO.												
2-N.Y.	Long Island City,N.Y.,jct.with Sunnyside Branch,New York Connecting Railroad,west side of Woodside Ave.,and with the Long Island Rail Road,220,685 and 1670 ft.west of the centre of Harold Ave.,to New York-New Jersey State Line,6343 ft.west of centre of Pennsylvania Station, New York	5.90	4.08	3.89	5.64	44.26	63.97	.....	.....	.....	.....	.....	.....
1-N.J.	New York-New Jersey State Line,6343 ft.west of centre of Pennsylvania Station,New York,N.Y.,to Harrison,N.J., jct.with U.N.J.R.R.& Co.Co.,Main Line,7762 ft.east of centre of Fourth Street Station	6.82	6.82	.....	.....	0.22	13.86	.....	.....	.....	.....	.....	.....
2-N.J.	UNITED NEW JERSEY R.R. AND CANAL CO.,THE. Jersey City,N.J.,Bumping Blocks in pass.sta.,to Harrison, N.J.,jct.with P.,T.& T.R.R.,7762 ft.east of centre of Fourth Street Station	5.65	3.68	3.68	5.65	32.13	50.79	.....	.....	.....	.....	.....	.....
2-N.J.	Harrison,N.J.,jct.with P.,T.& T.R.R.,7762 ft.east of centre of Fourth St. Sta.,to jct.with P.& T.R.R.,at New Jersey-Pennsylvania State Line in Delaware River,1935 ft.east of centre of Morrisville,Pa.,Pass.Sta	51.07	51.07	51.07	51.07	52.02	256.30	.....	.....	.....	.....	.....	.....
2-N.J.	HUDSON & MANHATTAN R.R.TERM NEWARK,NJ(U.N.J.R.R.&C.CO.) Newark,N.J.,633 ft.east of Harrison,R.& M.R.R. Pass.Sta to 107ft.east of South Street Station	.....	.....	.....	.....	3.69	3.69	.....	.....	.....	.....	.....	.....
2-N.J.	NEWARK-COLONIA CONNECTING TRACKS,U.N.J.R.R.& C.CO. South Elizabeth,N.J.,jct.with Main Line,721 ft.west of centre of pass.sta.,to Rahway,jct.with Main Line,6889 ft.west of centre of pass.sta	5.72	5.81	.....	.....	.....	11.53	.....	.....	.....	.....	.....	.....
3-N.J.	BORDENTOWN BRANCH,U.N.J.R.R.& C.CO. Trenton,N.J.,jct.with Main Line,757 ft.west of centre of Clinton St.pass.sta.,to 300 ft. west of centre of Greenwood Ave. O.H. Bridge	0.14	0.08	.....	.....	.....	0.22	.....	.....	.....	.....	.....	.....
1-N.J.	HARSIMUS BRANCH,U.N.J.R.R.& C.CO. Jersey City,N.J.,jct.with Main Line,at centre of Waldo Ave.O.H.Bridge,east of Journal Square Pass.Sta.to Hudson River,at Harsimus Cove	1.47	0.56	0.52	1.25	8.04	11.84	.....	.....	.....	.....	.....	.....
3-N.J.	AMBOY BRANCH,U.N.J.R.R.& C.CO. South Amboy,N.J.,jct.with N.Y.& L.B.R.R.,698 ft.east of east backwall of U.G.Bridge No.60.71,to jct.with Jamesburg Branch,576 ft.west of centre of Jamesburg Pass.Sta	13.40	6.83	.....	.....	12.90	33.13	.....	.....	.....	.....	.....	.....
2-N.J.	MILLSTONE BRANCH,U.N.J.R.R.& C.CO. Millstone Jct.,N.J.,jct.with Main Line,8320 ft.west of centre of New Brunswick Pass.Sta.,to 1500 ft.west of main track connection	0.28	.....	.....	.....	0.28	0.56	.....	.....	.....	.....	.....	.....
2-N.J.	JAMESBURG BRANCH,U.N.J.R.R.& C.CO. Monmouth Jct.,N.J.,jct.with Main Line,1665 ft.west of centre of pass.sta.,to 190 ft.east of centre of pass. sta	0.36	0.14	.....	.....	.....	0.50	.....	.....	.....	.....	.....	.....
3-N.J.	Monmouth Jct.,190 ft.east of centre of pass.sta.,to Jamesburg,N.J.,jct.with Amboy Branch,576 ft. west of centre of pass.sta	5.46	5.41	.....	.....	0.19	11.06	.....	.....	.....	.....	.....	.....
2-N.J.	KINGSTON BRANCH,U.N.J.R.R.& C.CO. Monmouth Jct.,N.J.,jct.with Main Line,409 ft.west of centre of pass.sta.,to 321 ft.east of centre of pass. sta	0.14	.....	.....	.....	.....	0.14	.....	.....	.....	.....	.....	.....
2-N.J.	PRINCETON BRANCH,U.N.J.R.R.& C.CO. Princeton Jct.,jct.with Main Line,399 ft.east of centre of pass.sta.,to Princeton,N.J.,185 ft.west of centre of pass.sta	2.88	2.48	.....	.....	3.75	9.11	.....	.....	.....	.....	.....	.....
2-N.J.	MILLHAM BRANCH,U.N.J.R.R.& C.CO. Millham Jct.,N.J.,jct.with Main Line,892 ft.east of centre of Whitehead Road,to Coalport,jct.with Connection to Belvidere Delaware R.R	2.00	.....	.....	.....	2.54	4.54	.....	.....	.....	.....	.....	.....
2-N.J.	CONNECTION WITH BELVIDERE DELAVARE RAILROAD,U.N.J.R.R.& C.CO. Trenton,N.J.,jct.with Main Line,1916 ft. east of centre of Clinton St. Pass.Sta.,to 2848 ft.east of centre of pass.sta	0.14	0.07	.....	.....	0.04	0.25	.....	.....	.....	.....	.....	.....
1-N.J.	PERTH AMBOY AND WOODBRIDGE R.R.CO. Perth Amboy Junction,junction with U.N.J.R.R.& C.Co.,14 ft.east of west portal of westward P.A.& W.R.R. Tunnel, west of Rahway Pass.Sta.,to 6255 ft.west of centre of Genasco,N.J.,Pass.Sta	5.24	5.14	.....	.....	0.39	10.77	.....	.....	.....	.....	.....	.....
1-N.J.	CONNECTION WITH C.R.R. of N.J.,P.A.& W.R.R. Junction with P.A.& W.R.R.,6255 ft.west of Genasco,N.J., Pass.Sta.,to junction with C.R.R.of N.J.,5836 ft.east of centre of Perth Amboy Pass.Sta.(C.R.R.of N.J.)	0.21	.....	.....	.....	.....	0.21	.....	.....	.....	.....	.....	.....
1-Pa.	PHILADELPHIA AND TRENTON RAILROAD COMPANY,THE. Junction with U.N.J.R.R.& C.CO.,at N.J. and Penns.State Line in Delaware River,1935 ft.east of centre of Morrisville Pass.Sta.,to jct.with P.& T.R.R.,Philadelphia Terminal Div.,7437 ft.west of Torresdale,Pa.,Pass.Sta	17.92	17.92	17.92	17.92	9.64	81.32	.....	.....	.....	.....	.....	.....
1-Pa.	CONNECTION WITH TRENTON BRANCH,P.R.R.,P.& T.R.R. Morrisville,Pa.,jct.with Main Line,428 ft.west of centre of pass.sta.,to jct.with Trenton Br.,P.R.R.,3782 ft.west of centre of pass.sta	0.64	0.63	.....	.....	0.55	1.82	.....	.....	.....	.....	.....	.....
3-Pa.	TRENTON BRANCH,P.R.R. Morrisville,Pa.,jct.with P.& T.R.R.Connection,3782 feet west of centre of pass.sta.,to Dunlap,Pa.,jct.with Trenton Branch,Philadelphia Div.,1.5 ft.east of M.P. 41	4.36	4.33	.....	.....	7.62	16.31	.....	.....	.....	.....	.....	.....
1-N.J.	NEW YORK BAY R.R.CO.,THE. Waverly,N.J.,jct.with U.N.J.R.R.& C.Co.,106 ft.east of east end of Peddie St.Sewer Bridge,east of freight station,to Greenville Pier,2722 ft.east of east backwall of Bridge over C.R.R. of N.J	5.50	5.93	.....	.....	10.19	21.62	.....	.....	.....	.....	.....	.....
1-N.J.	PASSAIC BRANCH,N.Y.B.R.R. Waverly,N.J.,jct.with U.N.J.R.R.& C.Co.,253 ft.east of east end of Peddie St.Sewer Bridge,east of freight station,to jct.with U.N.J.R.R.& C.Co.,45 ft.west of west abutment of bridge over Main Line,at west end of Meadows Yard,west of Journal Sq.,N.J.,Pass.Sta	4.32	4.32	.....	.....	0.20	8.84	.....	.....	.....	.....	.....	.....
1-N.J.	WEST NEWARK BRANCH,N.Y.B.R.R. Newark,N.J.,jct.with U.N.J.R.R.& C.Co.,Main Line,4954 ft.west of centre of South Street Pass.Sta.to a point 890 ft.west thereof	0.13	.....	.....	.....	0.08	0.21	.....	.....	.....	.....	.....	.....
2-N.J.	CENTRAL RAILROAD CO. OF NEW JERSEY Perth Amboy,N.J.,jct.with P.A.& W.R.R.Connecting Tracks, 6295 and 5836 ft.east of centre of C.R.R.of N.J. Pass. Sta.,to jct.with N.Y.& L.B.R.R.,360 ft.north of backwall of north abutment of Raritan River Bridge (Electrified by P.R.R.)	1.77	1.67	1.72	1.60	0.35	7.11	.....	.....	.....	.....	.....	.....
3-N.J.	NEW YORK AND LONG BRANCH R.R.CO.,THE. Perth Amboy,jct.with C.R.R.of N.J.,360 ft.north of backwall of north abutment of Raritan River Bridge,to South Amboy,N.J.,1867 ft.south of centre of pass.sta., (Electrified by P.R.R.)	1.80	1.60	.....	.....	1.18	4.58	.....	.....	.....	.....	.....	.....
	TOTAL NEW YORK DIVISION	143.32	128.57	78.80	83.33	190.26	624.28	.....	.....	.....	.....	.....	.....

Appendix XII

Harsimus Cove
See pp. 5
21

PRR Freight Connections

From the XXX 1944 ORER

A - B - C - D - E - F - G - H - I - J - K - L - M - N - O - P - R - S - T - U - V - W - Y - Z

Akron & Barberton Belt	Barberton, O.
Akron, Canton & Youngstown	Akron, O.
	Chatfield, O.
	Delphos, O.
	New Washington, O.
Alton	Atlanta, Ill.
	Chicago, Ill.
	Chicago, Ill. (via B.R. of C.)
	East St. Louis, Ill. (via T.R.R.A. or Alton & Southern)
	Minier, Ill.
	Peoria, Ill. (via P.&P.U.)
Alton & Southern	East St. Louis (Washington Park), Ill.
Ann Arbor	Cadillac, Mich.
	Toledo, O.
Arcade & Attica	Arcade, (Arcade Jct.), N.Y.
Atchison, Topeka & Santa Fe	Chicago (Clearing), Ill.
	Morton, Ill.
	Peoria (Pekin) Ill. (via P.&P.U. or P.U. and P.T. Co.)
Atlantic Coast Line	Norfolk (Pinners Point), Va. (Via N.&P.B.L.)
Baltimore & Ohio	Akron, O.
	Altamont, Ill.
	Attica Jct. O.
	Auburn, Ind.
	Avilla, Ind.

	Winchester, Va.
	Wooster, O.
	Xenia, O.
	Youngstown (Haselton), O.
	Zanesville, O.
Baltimore & Ohio Chicago Terminal	Chicago, Ill.
	*East Chicago, Ind.
Bay Terminal	Toledo, O. (via W.&L.W. or Tol. Term.)
Bellefonte Central	Bellefonte, Pa.
	Tyrone, Pa.
Belt Ry. of Chicago	Chicago (Clearing), Ill.
	*So. Chicago (Colehour), Ill.
Benwood & Wheeling Connecting	Benwood, W.Va.
Bessemer & Lake Erie	Butler, Pa.
	Erie, Pa.
	Houston Jct., Pa.
	Linesville, Pa.
	Mercer, Pa.
	Shenango, Pa.
Boyne City	Boyne Falls, Mich.
Brooklyn Eastern District Terminal	Greenville, N.J. (via float)
	Harsimus Cove (Jersey City), N.J. (via float)
Buffalo Creek	Buffalo, N.Y.
Bush Terminal	Greenville, N.J. (via float)
	Jersey City, N.J. (via float)
Cambria & Indiana	Manver, Pa.
	Nantyglo, Pa.
	Rexis, Pa.

	Lima, O. (via B&O or DT&I)
	Maple Grove, O.
	Marion, Ind.
	Muncie, Ind.
	New Castle, Ind.
	Oakland, Ill.
	Peoria, Ill. (via P.&P.U.)
	Plymouth, Ind.
	Portland, Ind.
	Red Key, Ind.
	Rushville, Ind.
	Sandusky, O. (via N.Y.C.)
	South Whitley, Ind.
	Thornton Jct., Pa.
	Toledo, O. (via Toledo Terminal)
New York Dock Ry.	Greenville, N.J. (via float)
New York, New Haven & Hartford	Greenville, N.J. (via float)
	Harsimus Cove, N.J. (via float)
	Jersey City, N.J. (via float)
	Sunnyside Yard (L.I.), N.Y.
New York, Susquehanna & Western	Marion (Croxton)(West End), N.J.
Norfolk & Portsmouth Belt Line	Norfolk, Va.
Norfolk & Western	Cincinnati, O.
	Circleville, O.
	Clare, O.
	Columbus, O. (Grogan)
	Hagerstown, Md.
	Idlewild, O.

Appendix XIII

HOME

SCHEDULES HOME

D-3 THROUGH FW-8

THROUGH FREIGHT TRAIN SCHEDULES

FW-8

"MAN O' WAR"

CHICAGO TO HARSIMUS COVE

(DAILY EXCEPT MONDAY) (SEE NOTE)

CHICAGO (55TH ST.)	LV.	(CT) - 1.00 AM TUES.
CHICAGO (COLEHOUR)	LV.	2.15 AM TUES.
"BART"	PS.	3.00 AM TUES.
FT. WAYNE (JUNCTION)	AR.	5.45 AM TUES.
FT. WAYNE (ADAMS)	LV.	(ET) - 8.45 AM TUES.
CRESTLINE	AR.	11.40 AM TUES.
CRESTLINE	LV.	12.40 PM TUES.
FEDERAL ST.	PS.	7.20 PM TUES.
PITTSBURGH STOCK YARD	AR.	7.30 PM TUES.
PITTSBURGH STOCK YARD	LV.	7.45 AM WED.
CONPITT JUNCTION (JD)	PS.	10.30 AM WED.
ALTOONA (SLOPE)	AR.	1.15 PM WED.
ALTOONA (ANTIS)	LV.	2.15 PM WED.
ENOLA	AR.	5.30 PM WED.
ENOLA	LV.	7.15 PM WED.
PAOLI	PS.	10.15 PM WED.

PHILADELPHIA (52ND ST.)	AR.	11.00 PM WED.
HOLMES	PS.	12.01 AM THURS.
HARSIMUS COVE	AR.	3.00 AM THURS.

CHICAGO	
CLOSING TIMES FOR RECEIPT OF LIVESTOCK FROM:	
UNION STOCK YARD	10.00 PM
B.R.C CLEARING	10.30 PM
I.H.B. - INDIANA HARBOR	1.30 AM

NOTE:
WHEN LIVESTOCK IS AVAILABLE, FW-8 WILL BE REPRESENTED FROM CHICAGO ON MONDAY MORNINGS AND WILL BE FILLED OUT WITH CS-6 FREIGHT, OPERATING ON FW-8 SCHEDULE AND SYMBOL FW-8-CS-6.

CHICAGO (55TH ST.)	
CONSIST	
LIVESTOCK FOR POINTS AS PER MAKEUP:	
BLOCK	CLASSIFICATION
1.	LIVESTOCK, MASSILLON, OH.
2.	LIVESTOCK, CANTON, OH
3.	LIVESTOCK, EXCEPT HOGS, FOR JERSEY CITY, NEW YORK, LONG ISLAND AND POINTS ROUTING VIA NEW HAVEN RAILROAD.
4.	PITTSBURGH STOCK YARDS, INCLUDING SHIPMENTS ROUTING VIA MILLVALE - B&O AND CARS FOR PITTSBURGH PROVISION AND PACKING CO., HERRS ISLAND, BUT EXCLUSIVE OF HOGS FOR PITCAIRN AND BEYOND AS PROVIDED FOR IN BLOCK 5 AND EXCEPT AS PROVIDED FOR IN BLOCK 3.
5.	HOGS FOR PITTSBURGH AND BEYOND FOR FEED AND WATER IN CARS AT PITTSBURGH STOCK YARDS.
6.	LIVESTOCK FOR CRESTLINE AND BEYOND, EXCEPT AS PROVIDED FOR IN BLOCKS 1, 2, 3, 4 AND 5.
7.	LIVESTOCK FOR FORT WAYNE, INCLUSIVE OF CRESTLINE, EXCLUSIVE.

COLEHOUR
PICKUP AS PER MAKEUP.

FORT WAYNE	
ARRIVE - 5.45 AM	LEAVE - 8.45 AM (ET)
SET OFF BLOCK 7. PICKUP LIVESTOCK AS PER MAKEUP. CONNECTION TO TRAIN GR-3 SAME DAY. CONNECTION FROM GR-4 OF PREVIOUS DAY.	

CRESTLINE			
ARRIVE - 11.40 AM		LEAVE - 12.40 PM	
SET OFF BLOCK 6.			
CONNECTIONS TO TRAINS:			
LEAVE		ARRIVE	
CRESTLINE (BEC-2)	10.30 PM TUES.	ERIE	2.45 PM WED.
		BUFFALO	11.10 PM WED.
CRESTLINE (FW-18)	11.30 PM TUES	AKRON	6.45 AM WED.
		CLEVELAND	9.30 AM WED.
CRESTLINE (ED-8)	2.00 PM WED.	ORRVILLE	6.15 PM WED.
PROTECT CONNECTION FROM ED-4 OF SAME DAY. NO LIVESTOCK TO BE FORWARDED EAST FROM CRESTLINE WITH LESS THAN 12 HOURS UNEXPIRED TIME UNLESS AGREED UPON BY CONNECTING DIVISIONS.			

MASSILLON
SET OFF BLOCK 1.

CANTON
SET OFF BLOCK 2.

PITTSBURGH - HERRS ISLAND - JOINT STOCK YARDS			
ARRIVE - 7.30 AM		LEAVE - 7.45 AM	
SET OFF BLOCKS 3, 4, AND 5.			
CONNECTION FROM TRAINS:			
LEAVE		ARRIVE	
EAST ST. LOUIS (PH-10)	7.30 PM MON.	PITTSBURGH JOINT STOCK YARDS	10.00 PM TUES.
INDIANAPOLIS	4.00 AM TUES.		
COLUMBUS	3.00 PM TUES.		

MAKEUP:	
BLOCK	CLASSIFICATION
1.	LIVESTOCK ONLY, ALTOONA AND BEYOND, TO ENOLA AND HARRISBURG, EXCLUSIVE; SCRANTON, WILKES-BARRE PROPER, WILKES-BARRE-D&H, DL&W, CRP AND OR ON AND VIA SHAMOKIN BRANCH.
2.	LIVESTOCK ONLY, HARRISBURG PROPER, READING CO., AT HARRISBURG, MIDDLETOWN, ROYALTON, ELIZABETHTOWN, LEBANON; ALSO POINTS ON SUSQUEHANNA DISTRICT, INCLUDING MILLERSBURG AND LYKENS.
3.	LIVESTOCK ONLY FOR TRENTON, NJ., AND FOR ALL PHILADELPHIA REGION POINTS EXCEPT LANCASTER, PA., AND AS PROVIDED FOR BLOCK 2; ALSO FOR ALL MARYLAND AND DELMARVA DISTRICT POINTS INCLUDING OCTORARO BRANCH POINTS TO OXFORD INCLUSIVE, AND FOR ALL POINTS ON ATLANTIC DISTRICT.
4.	LIVESTOCK ONLY, LANCASTER, PA.
5.	LIVESTOCK ONLY, PHILADELPHIA TERMINAL DISTRICT AND POINTS SO ROUTING, EXCEPTING OCTORARO BRANCH POINTS AND ATLANTIC DISTRICT POINTS AS PROVIDED IN BLOCK 3.
6.	LIVESTOCK ONLY, NEW YORK REGION LOCAL POINTS, TRENTON, EXCLUSIVE TO RAHWAY EXCLUSIVE, INCLUDING FREEHOLD AND HIGHTSTOWN, NJ.
7.	LIVESTOCK FOR WAVERLY-NEWARK DISTRICT, INCLUDING RAHWAY AND PERTH AMBOY. NJ.
8.	LIVESTOCK FOR NORTH BERGEN, NJ., VIA NY&SW RR - MARION.
	LIVESTOCK ONLY, HARSIMUS COVE (HOGS TO BE BLOCKED), INCLUDING STOCK FOR POINTS ON THE NYNH&H RR AND LI RR; DL&W RR VIA KEARNY JCT., ERIE RR VIA MARION, HOBOKEN MFG. RR VIA

9.	JERSEY CITY; WEST SHORE RR VIA JERSEY CITY, NYC RR VIA 68TH ST., NEW YORK, AND LIVE POULTRY FOR LIVE POULTRY TERMINAL, LONG ISLAND CITY.

ALTOONA	
ARRIVE - 1.15 PM	LEAVE - 2.15 PM
SET OFF BLOCK 1.	
CONNECTION TO TRAINS:	
LEAVE	ARRIVE
ALTOONA (CSB-8) - 11.45 PM WED.	WILKES-BARRE - 5.45 AM THURS.
	HUDSON (D&H) - 7.00 AM THURS.

ENOLA	
ARRIVE - 5.30 PM	LEAVE - 7.10 PM
SET OFF BLOCKS 2, 3, AND 4.	
CONNECTION TO TRAINS:	
EASTBOUND DEPARTURES	
CONNECTION FROM TRAINS	
EASTBOUND ARRIVALS	

CONSIST - AS PER MAKEUP	
MAKEUP:	
BLOCK	CLASSIFICATION
1.	PHILADELPHIA AND SO ROUTING, INCLUDING PHILADELPHIA TERMINAL DIVISION.
2.	LIVESTOCK FOR NEW YORK REGION LOCAL POINTS, TRENTON, NJ., EXCLUSIVE TO RAHWAY, NJ., EXCLUSIVE, INCLUDING FREEHOLD, NJ., AND HIGHTSTOWN, NJ (SEE NOTE).
3.	WAVERLY-NEWARK DISTRICT INCLUDING RAHWAY AND PERTH AMBOY.
4.	LIVESTOCK FOR NORTH BERGEN, NJ, VIA NYS&W RR.
5.	HARSIMUS COVE, INCLUDING STOCK FOR POINTS ON OR VIA NYNH&H RR AND LI RR, ALSO LIVE POULTRY FOR LIVE POULTRY TERMINAL, LONG ISLAND CITY.

NOTE:
CARS OF BLOCK 2 TO BE SET AS DIRECTED BY NEW YORK DIVISION.

PHILADELPHIA (52ND ST.)
SET OFF BLOCK 1.
LIVESTOCK FOR PENNSYLVANIA STOCK YARDS, PHILADELPHIA, TO BE PLACED AS PROMPTLY AS PRACTICABLE, *BUT NOT* LATER THAN 3.00 AM FOLLOWING DAY.

WAVERLY
SET OFF BLOCK 3.

MEADOWS
SET OFF BLOCK 4.
CARS TO BE DELIVERED TO NYS&W - MARION BY NOT LATER THAN 5.30 AM.

HARSIMUS COVE
ARRIVE - 3.00 AM
LIVE POULTRY FOR LIVE POULTRY TERMINAL, LONG ISLAND CITY TO BE PLACED AT THE TERMINAL BY 7.00 AM FOLLOWING DAY.

REVISED 11-21-55

TOP OF PAGE

HOME

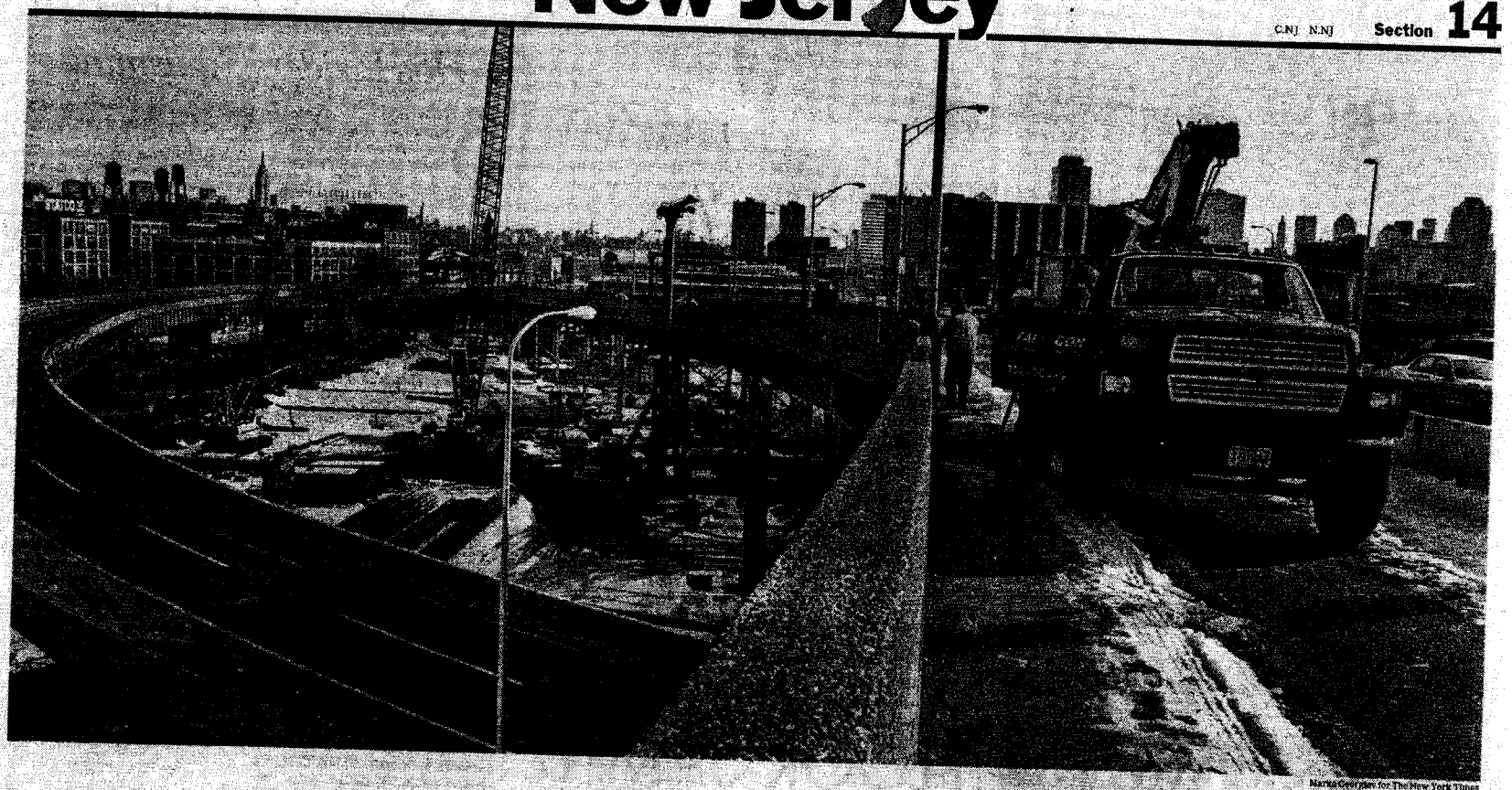
Appendix XIV

The New York Times

Sunday, January 8, 2006

New Jersey

C.NJ N.NJ Section 14



Marka Cevrijew for The New York Times

Traffic Is a Nightmare? Just Wait

Repairing the Rotting Roadways Emptying Into the Holland Tunnel Will Tie Up Traffic for Years

By JONATHAN MILLER

JERSEY CITY

SOMETIME around noon on a recent Friday, someone thought it would be a splendid prank to place two orange-and-white-striped highway barrels smack in the middle of the crumbling, traffic-clogged half-mile viaduct here that funnels tens of thousands of cars into and out of the Holland Tunnel each day.

Results were predictable.

A man sped his black Mercedes up the creaky structure toward the Palisades cliffs, banking left abruptly to avoid the obstacle. A driver in a brown minivan spotted the barrels and swerved, instead bounding over a crater-sized pothole. Later, a 16-wheeler swung around the barrels, coming within inches of swiping a white concrete barrier that had recently been erected.

Then the inevitable occurred. A tan S.U.V. with Rhode Island license plates — driving too fast and hemmed in by cars on either side — met the lead barrel with a sharp thwack. The barrel flopped and fell on its side, and rolled back to the center of the lane while the stunned S.U.V. driver nearly sideswiped another car. Almost immediately, the honking traffic began to pile up.

Chalk it up as another day on one of the state's worst roads, also known as the covered roadway, the state highway or simply Route 139, a narrow double-decked causeway built during the Coolidge administration that funnels streams of traffic into the Holland Tunnel — one of only three main arteries into Manhattan from New Jersey — as well as into the heart of post-industrial New Jersey, up an aging viaduct and through the Palisades cliffs.

Recently, concrete has been seen tumbling off this edifice, and the 80-year-old metal latticework that supports the structure has rusted so badly it looks as if some large metal-eating bug has devoured it. On a usual day, traffic headed for the Holland Tunnel backs up into its gloomy interior.

And it promises to get much worse.

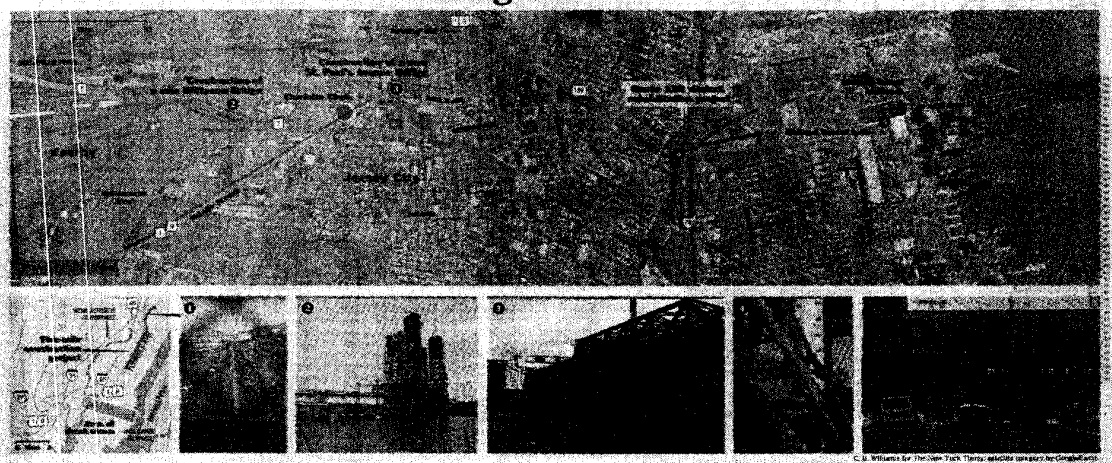
Transportation officials say they can wait no longer to rehabilitate the roadway, which carries about 80,000 cars a day, and they recently embarked on a huge reconstruction program projected to be completed — take a deep breath — in 2010.

They have already shut down one west-

Continued on Page 8

Transportation officials have embarked on a huge reconstruction project on the 80-year-old covered roadway in Jersey City. It is to be completed — take a deep breath — in 2010.

Traffic Is a Nightmare? Just Wait



C. G. Williams for The New York Times; satellite imagery by DigitalGlobe

The crazy quilt that is the New Jersey highway system is beginning to unravel in Jersey City. These major repair projects now under way will surely try drivers' patience.

Continued From Page 1

bound lane of the viaduct that shuttles traffic into local streets in Jersey City. And starting next month, one eastbound lane will be closed each day from 11 a.m. until 5 a.m. the next day.

For anyone brave enough to attempt forays into Lower Manhattan during the afternoon rush, officials warn, it promises to be a grinding crawl. Over the next several years, lanes will be closed at different points on the upper and lower roadways as well as on the New Jersey Turnpike. Even worse, beginning in September 2007, some eastbound traffic will be diverted into one westbound lane.

Yet for all the vehicular shuffling, the benefits will be minimal: despite a federally financed $261 million reconstruction, widening and repair of the structures, the result will be the exact same roadway, only newer. There will be no expansion and no added capacity except for a single shoulder on the westbound side because, as officials point out, there is little room to expand. The trauma will be shared by Jersey City residents, since transportation officials plan to exploit a shortcut known by many drivers traveling on the New Jersey Turnpike toward the Holland Tunnel, a shortcut that will take them through neighborhoods in the city's gentrifying core area. Once off the turnpike, drivers could be directed toward roads like Montgomery Street, Coles Street, Erie Street and Jersey Avenue. A final traffic plan is expected to be released by March.

To prepare for the onslaught, last summer the State Transportation Department financed the repaving of some local streets, and messages will be posted on the turnpike to guide traffic.

The elusive tapestry that is the New Jersey highway system brings us threads together here: Route 78 (the Newark Bay Extension of the turnpike), the truck and car routes of 1 and 9 and the local roads in Jersey City.

But that tapestry is beginning to unravel. The fall weather was especially tough on the patchworked viaduct — early freezing and thawing have opened up gaping fissures in the surface. Several years ago, the state spent $700,000 trying to mend this urban moonscape, but the fix did not work.

Closed Lanes, Big Headaches

The reconstruction of the viaducts leading into and out of the Holland Tunnel will come in stages. Here is a glimpse at some of the work.

TO AUGUST 2006 One westbound lane will be closed from the New Jersey Turnpike exit ramp through the upper roadway.

MARCH 2006 TO SEPTEMBER 2006 One eastbound lane of the lower roadway will be closed from 11 a.m. to 5 a.m. Monday through Friday and on weekends, and one eastbound lane of the upper roadway will be closed till 11 a.m. One westbound lane of the lower roadway will be closed from 5 to 11 a.m. Monday through Friday and on weekends.

JULY 2006 TO AUGUST 2007 One westbound lane on Route 139 from Jersey Avenue through the upper roadway will be closed.

SEPTEMBER 2007 TO SEPTEMBER 2008 One eastbound lane of the upper roadway will be closed. One westbound lane of the lower roadway will be redirected to the 14th Street viaduct. One westbound lane on Route 139 from Jersey Avenue to the lower roadway will accommodate eastbound traffic. And one eastbound lane at the end of the New Jersey Turnpike extension will be closed at night and on weekends.

OCTOBER 2008 TO 2010 It is unclear overnight and weekend lane closings.

Transportation officials say the deteriorating conditions under the roadway are creating even more cracks on the surface, although a ban on truck traffic into Manhattan, — an on-and-off affair since Sept. 11 — has probably helped preserve the structure.

Pushing Drivers Onto Trains

If traffic flow was not an issue, and the entire roadway could be closed, John F. Lettiere, the state's transportation commissioner, said that the job could be finished in about a year. "From an engineering perspective, it's very routine," he said.

Daniel Newton, the New Jersey coordinator for the Tri-State Transportation Campaign, an advocacy group, said: "Hopefully, it will get people out of their cars and into public transportation."

That is exactly what state officials are hoping. A curiosity examination of traffic patterns, commuting times and expected increases in drivers over the coming decades make it clear that the region is near its breaking point. In recent years the state has tried to pry people from their cars by building the Secaucus Transfer, the Hudson-Bergen Light Rail, and upgrading train service on the Pascack Valley Line.

Yet the ploy is still out on whether ratcheting New Jerseyans will switch to public transportation. "When the tolerance of the drivers exceeds their waiting time, that's when they'll use alternate modes of transportation," Mr. Lettiere said.

That tolerance will be sorely tested. Starting this month, the state plans a huge $60 million construction job on a five-mile stretch of Route 1 and 9 — locally named Tonnelle Avenue — from Paterson Plank Road in North Bergen into Palisades Park at the intersection of Route 46. That work promises to disrupt traffic even further between the George Washington Bridge and the Lincoln Tunnel, as officials plan to widen lanes and improve drainage on the flood-prone road.

The four-lane divided route will have as many as two lanes closed at a time, transportation officials say. "What makes Tonnelle Avenue such a nightmare is its lane width," Mr. Lettiere said. "It's only 38 feet. It causes a lot of accidents. The ride and travel time is becoming unpredictable because of all the accidents."

At the same time, New Jersey Transit plans to open its Tonnelle Avenue stop on the Hudson-Bergen Light Rail, a terminus for the system for the next several years, and the site of a 700-car park-and-ride lot.

Other plans are also on the table to repair some of the oldest and most dangerous structures in this part of the state. First is the 75-year-old Wittpenn Bridge, which takes Route 7 traffic on a narrow, dangerous trek over a vertical lift bridge spanning the Hackensack River between Kearny and Jersey City. Construction of a new $426 million bridge is scheduled for fall 2007.

As a news release from the Transportation Department put it, "The Wittpenn Bridge replacement project has taken on greater importance over the past year due to an increase in fatal accidents along the existing bridge and its approaches." On Columbus Day 2005, for instance, two accidents on the bridge caused six deaths.

Also ahead is a replacement for what is known as the St. Paul's Avenue Bridge on the truck portion of Route 1 and 9 — at nine feet one of the narrowest lanes in the state — that takes drivers on a harrowing path to the Charlotte Circle.

From Good to Bad

To help ease the disruptions, transportation officials are encouraging park-and-ride options, and they have placed cameras near the construction site on the Route 139 viaduct to update traffic conditions every 30 to 60 seconds. Pictures can be viewed on the agency's Web site, www.nj.us/njdot/transportation/traffic/cameras.

But what about those who have to negotiate this mess? It is a punishing trip, with narrow lanes, potholes and delays that are the stuff of legends. Traffic always seems to move in slow motion.

On a recent Monday morning just after rush hour, Leroy Simmons, who has been hauling gasoline for 21 years, was unloading some of the 9,100 gallons he was carrying at a Gulf station. To Mr. Simmons, whose work takes him all over the state, the "conditions leading up to the tunnel are some of the worst."

"It's absolutely terrible," he said of the pockmarked covered roadway. "It's about time they redid it. This thing is old. Wasn't this thing here when the Pilgrims came over?"

John Taylor of Morristown was fishing up her GMC Yukon just outside the mouth of the Holland Tunnel on her way to a building company in Manhattan, where she is vice president for operations. Asked about her drive, which takes from one to two-and-a-half hours, she deadpanned, "It's not a pleasant trip," rolling her eyes and sighing. "I know there's going to be roadwork for, what, the next six years or so?"

Ms. Taylor said she would keep driving for now, but might look for an alternative to get to work if things get too bad.

Rob O'Leary of Mendham, the owner of a marketing company in Manhattan, said he stopped using Route 139 after he drove into a huge pothole that tore a rim on his Lexus. "It turned the car around," said Mr. O'Leary, who now takes the I-78 extension of the turnpike, even though it is longer and requires paying a toll.

He is also a driver who takes shortcuts through Jersey City. Once the toll is paid, he said, it is easy to see how the traffic is going: "You look through the toll, and you see the line of cars."

Instead of following the bottleneck along the two-lane turnpike viaduct, he ducks onto what was once called the Grand Street exit (it now empties cars onto Christopher Columbus Drive), and up either Erie Street or Luis Muñoz Marín Boulevard.

"The fastest I could do it is just under an hour," Mr. O'Leary said, "but you're driving at 65 and the traffic gods and light gods are with you."

In the 1920's, these roads were heaped with praise, not scorn. Indeed, the viaduct leading out of the Holland Tunnel was part of a revolutionary project of elevated "superhighways" built around New York in anticipation of the tunnel's opening. From the West Side Highway to the Pulaski Skyway, all of these projects would take traffic away from the local streets and railroad crossings that often made a trip from Newark to Jersey City an hours-long ordeal.

A newspaper article from November 1926 lovingly described the new 2,190-foot-long viaduct rising from the Holland Tunnel and the future Pulaski Skyway: "This route now ascends from the Jersey Avenue mouth of the Tunnel into upper Jersey City and has tunnelled part way through the Palisades.

"Once through, the highway is planned to hurdle the Jersey meadows and Hackensack River, gradually descend to grade in the outskirts of Newark, and, bypassing that city, sweep down to Elizabeth."

The Present and the Future

On a recent tour under the viaduct, one Jersey City worker pointed out the alarming deterioration of the trusses under the 80-year-old roadway. While work crews clambered over cranes and other equipment hammered, the worker noted dozens of 31-inch-wide beams that had rusted through, almost completely in certain points. Some of the gaps were longer than the girders.

When asked about the conditions of the roadway — identified by the New York State Police as an escape route in the event of an emergency in New York City — Mr. Lettiere replied: "It's not a perilous situation. I'll tell you if that's a danger, I would close it."

And though he admitted that it "looks very scary," he said he that engineers had assured him the structure was sound.

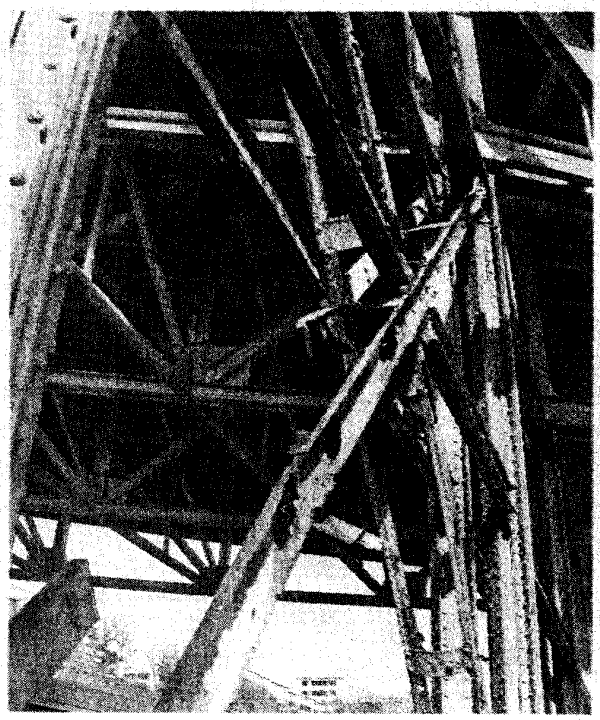
The viaducts also serve as homes. On a recent visit, five costly made beds could be found just under the final section of the viaduct on 13th Street.

Construction comes at a time when Jersey City is looking toward its future in an attempt to improve access to its growing upscale waterfront. Indeed, fully 40 percent of the daily traffic on the viaduct is headed for Jersey City, the Transportation Department says.

According to statistics compiled by the North Jersey Transportation Planning Authority, Hudson County expects to increase employment by 32 percent by 2030, the third-highest growth rate of 13 counties in northern New Jersey. Yet a recent report by the authority noted that much of the infrastructure in the region "is aging and heavily used, making repair, maintenance and preservation an ongoing challenge and one of the region's highest priorities."

The way Mr. Lettiere sees it, traffic in this area of New Jersey is so bad to begin with that most people have figured out ways to avoid the unpredictable mess on the roads.

"Motorists may not like it," he said, "but I think they understand the plight we have."



Rust is the enemy of girders along the Route 139 viaduct leading to the Holland Tunnel.

215969

BEFORE THE SURFACE TRANSPORTATION BOARD



Finance Docket No. 34818

City of Jersey City, et al. --
Petition for a Declaratory Order

Petitioners' Opening Statement

Appendices: Volume Two

XV -- Verified Statement of John J. Curley (attaching City's title commitment)

XVI -- Conrail deed as produced by Conrail

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

Due: 10 March 06

Appendix XV

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 Opening Statement filed by petitioners the City of Jersey City, et al. in the above-captioned proceeding.

1. I am an attorney at law of the State of New Jersey admitted to the bar of that State in December 1974. My primary area of practice is real estate and the focus of my practice is eminent domain law. I have been engaged in the private practice of law in Hudson County, New Jersey since my admission to the bar and, in the course of my duties, am routinely called upon to read and interpret deeds or other recorded documents affecting the title to real estate.

2. I am special counsel for the City of Jersey City, Jersey City Historic Preservation Commission and Joanne Monahan (Assistant City Counsel) in litigation pending in the state courts of New Jersey relating to the ownership and use of real property that is part of the Penn Central Harsimus Branch located in Jersey City, New Jersey, between Luis Monoz Marin Boulevard (formerly

Henderson Street) on the east and running generally along Sixth Street in a westerly direction to and past Newark Avenue to Waldo Avenue. Eight blocks of this rail right of way is improved with the Sixth Street Embankment, an earthern filled stone structure formerly connected by bridges over the seven north/south cross streets from Marin Boulevard to Brunswick Street.

3. I was initially retained by the City of Jersey City to represent it in the purchase or condemnation of the property in question pursuant to the procedures set forth in New Jersey's Eminent Domain Act of 1971, N.J.S.A. 20:3-1, et seq., which requires an offer in writing to the record owner of the property supported by an independent appraisal report. The record owner is required to be afforded the opportunity to accompany the appraiser during the appraisal inspection, and the City is required to negotiate in good faith towards a voluntary purchase so that condemnation litigation is avoided where it is not necessary.

4. The City adopted an ordinance in September 2004 declaring that the property in question was needed for public use. I began the task of ordering title reports (see attachment hereto), surveys, an environmental assessment and appraisals. Upon obtaining confirmation of the record ownership of the property, I communicated with Conrail by letter dated February 18, 2005 and provided Conrail with a copy of the ordinance. After an exchange of follow-up letters with Conrail's New Jersey attorneys, the

City's appraisal inspection was to be scheduled to accommodate Conrail on a date after July 15, 2005 - after Conrail had completed the relocation of its New Jersey offices. In the course of this correspondence, I sought information as to Conrail's compliance with federal and state regulatory requirements for the sale of the property because I assumed the property would be subject to the jurisdiction of the Surface Transportation Board if its rail use had not been previously abandoned. Conrail's attorney indicated to me shortly before it sold the property to the developer in 2005 that it did not believe it needed ICC or STB abandonment authority to dispose of the line. He did not supply any documentation for this position.

5. Instead of Conrail cooperating regarding the appraisal inspection and my research into the regulatory issues concerning the property, Conrail's attorneys abruptly advised me by letter dated July 18, 2005 that "on July 13, 2005, Consolidated Rail Corporation sold its entire interest in all of the so called embankment properties in Jersey City and no longer has any interest actual or equitable in those properties." Due to the sudden and abrupt nature of this communication without other warning, Conrail failed to provide the required notice of its intention to abandon the railroad property and transfer its title as is required in New Jersey under N.J.S.A. 48:12-125.1. This would have afforded the City a protected 90 day period in which to decide whether it wished

to acquire the property. Conrail could not sell the property to a private party until the 90 day period had expired or unless it had received a waiver from the City. The City never waived its rights under N.J.S.A. 48:12-125.1. Therefore, Conrail's transfer of title of the property to the private developer is in violation of N.J.S.A. 48:12-125.1, which provides as the only remedy that the title transfer is to be declared void.

6. The title insurance commitment received as part of the City's due diligence indicates that Conrail acquired title to the Penn Central Harsimus Branch (of which the property in question is a segment) by deed filed and recorded with the New Jersey Secretary of State on October 12, 1978, and subsequently recorded on October 10, 1979 in deed book 3286 at page 757 in the office of the Register of Deeds and Mortgages in Hudson County, NJ, where the property is located. The deed is from Fairfax Leary, as Trustee of the Property of the United New Jersey Railroad and Canal Company, a Debtor in railroad reorganization (the "Fairfax Leary Deed".) The Penn Central Harsimus Branch is described in Exhibit A-2 of the Fairfax Leary Deed.

7. I have compared the legal description in Exhibit A-2 of the Fairfax Leary Deed with the legal descriptions in the July 12, 2005 quitclaim deeds from Conrail to the limited liability companies formed by SLH Holdings, LLC and with the Conrail Maintenance Program and Track Chart, Atlantic Region, New Jersey

Division (correct to 1-1-80). The property Conrail has conveyed to the developer by quitclaim deeds is property acquired by Conrail by virtue of the Fairfax Leary Deed consisting of part of Line 1420 known as the Penn Central Harsimus Branch. The exception parcel described in Exhibit B-6 of the Fairfax Leary Deed does not include any of this property and the description of the exception parcel is consistent with the survey attached to the Conrail quitclaim deed to the developer recorded in deed book 7615 page 280 (block 446 lot 18A).

8. The legal description in Exhibit A-2 of the Fairfax Leary Deed states specifically that line 1420 is a line of railroad. This is confirmed by the track chart page 66 which shows the Harsimus Branch (64-1420) and the track chart page 67 which shows where the Harsimus Branch runs to or alongside of the Passaic Branch (64-1421) terminating near the Penn Central New York-Philadelphia Main Line - as described in the Fairfax Leary Deed.

9. It is my opinion based upon my examination of the title insurance commitment and the attached abstract of the Fairfax Leary Deed that the parcels of land conveyed by Conrail to the developer are part of the Harsimus Branch whose title was derived by Conrail through the Fairfax Leary Deed as a line of railroad.

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 March 6, 2006.

John J. Curley

SCHEDULE A

File No.: **HR 24,030**

TERMINATION DATE IS 180 DAYS FROM DATE OF COMMITMENT

PROPERTY ADDRESS: **JERSEY CITY, NEW JERSEY** (***For informational purposes only)***

1. Commitment Date:

2. Policy (or Policies) to be issued:

   (a) Owner's Policy: Policy Amount: $ _____

   Proposed Insured:

   (b) Loan Policy: Policy Amount: $ _____

   Proposed Insured:

   Not Applicable

3. **Fee simple** interest in the land described in this Commitment is owned, at the Commitment Date, by:

   CONSOLIDATED RAIL CORPORATION BY DEED FROM FAIRFAX LEARY, AS TRUSTEE OF THE PROPERTY OF THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, DEBTOR, RECORDED OCTOBER 10, 1979 IN DEED BOOK 3286 PAGE 757 AND BY DEED FROM ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR, AS TRUSTEES OF THE PROPERTY OF PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, RECORDED OCTOBER 10, 1979 IN DEED BOOK 3286 PAGE 872.

4. The land referred to in this Commitment is described as follows:

   See Schedule "C" attached.

TAX SEARCHES ATTACHED DO NOT MATCH REQUISITION LETTER SENT BY THE CITY OF JERSEY CITY IN ALL INSTANCES. (UNDER REVIEW)

TIDELAND SEARCHES ATTACHED DO NOT MATCH REQUISITION LETTER SENT BY THE CITY OF JERSEY CITY IN ALL INSTANCES. (UNDER REVIEW)

SCHEDULE B - SECTION 1

REQUIREMENTS

File No.: **HR 24,030**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Document(s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered, and recorded and properly indexed in the land records.
3. Pay us the premiums, fees and charges for the policy.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land and we may make additional requirements or exceptions relating to the interest or the loan.
5. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we then deem appropriate.
6. Sellers/Mortgagors Affidavit of Title must contain the following statement: Sellers/Mortgagors represents that no order for the payment of child support has been entered against him/her and further represents that there is no separation agreement which provides for the payment of the child support through any county probation department.
7. The following language must appear in the Grantor(s) and/or Mortgagor(s) Affidavit of Title:

   Grantors'/Mortgagors' have been advised that the recognizances and/or abstracts of recognizances of bail are not being indexed among the records of the County Clerk/Register and that the Title Company is unable to search the land records for these items. Knowing that the Title Company, purchaser and/or mortgagee will rely on the truthfulness of this statement, the undersigned hereby certify that there are no recognizances filed against the undersigned as either principal or surety on the property which is the subject to this transaction.

   "Otherwise Title Policy will contain the following"

   "Subject to Recognizances, if any"

   See Attached Sheet that can be added to Affidavit of Title.
8. See attached Notice and Supplemental Affidavit dealing lag time in the county recording office which we require to be executed and return with closing papers.
9. Marital status of grantors, grantees and mortgagors to be disclosed.
10. Marital history of all parties must be received by this company prior to closing.
11. A proper Notice of Settlement must be filed prior to closing and the documents creating the interest or interests to be insured must be recorded and indexed within the 45 day period following this filing.
12. A continuation search (rundown) of the title must be ordered not less than 24 hours prior to closing of title

SCHEDULE B - SECTION 1
(continued)

File No.: **HR24,030**

13. If any mortgage listed in Schedule B is intended to be paid off at closing and secures a revolving line of credit, owner is required to obtain a statement from such lender (a) setting forth the exact amount of the payoff; (b) acknowledging that the lender has been notified or the pending settlement wherein its loan will be paid in full; and (c) acknowledging that it will make no further advances under the loan.

14. TIDELAND SEARCHES ATTACHED. ADDITIONAL REVIEW REQUIRED.

15. FLOOD SEARCHES NOT ORDERED. PLEASE ADVISE IF SAME ARE NEEDED.

16. REVIEW OF SUCCESSOR TO CONRAIL UNDER INVESTIGATION. IT MAY BE POSSIBLE FOR US TO OBTAIN FROM CONRAIL _____.

17. WE AND/OR SURVEYOR MAY NEED TO REVIEW VALUATION MAPS IN CONRAIL'S POSSESSION.

18. CORPORATE STATUS REPORT OF CONSOLIDATED RAIL CORPORATION IS HEREBY ATTACHED. FRANCHISE REPORT TO FOLLOW.

SCHEDULE B - SECTION II

EXCEPTIONS

File No.: **HR 24,030**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims by parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records
4. Easements, encroachments, overlaps, boundary line disputes or other matters affecting title which a survey would disclose, and which are not shown by the public records.
5. Any liens on your title, arising now or later, for labor or material, not shown by the public records.
6. Taxes, assessments and governmental utility liens as follows:

   Tax and Assessment Search: Copies Attached.

   Water and Sewer Searches: Copies Attached.
7. Judgments, encumbrances, liens, defects and other obligations to title:

   Superior Court of New Jersey and United States District Court Search.

   Ordered copy attached
8. Caption premises may be liable for additional assessments for taxes for 2005 upon any improvements erected or constructed since October 1, 1998. See P.L. 1941, Chapter 397, approved December 27, 1941.
9. SUBJECT TO TERMS, CONDITIONS, RESERVATIONS AND EASEMENTS AS CONTAINED IN DEED BOOK 3286 PAGE 757 AND DEED BOOK 3286 PAGE 872.
10. SUBJECT TO EASEMENTS AS CONTAINED IN DECLARATION OF TAKING IN DEED BOOK 3250 PAGE 259.
11. SUBJECT TO DEED OF EASEMENT TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY IN DEED BOOK 3446 PAGE 246.
12. SUBJECT TO GRANT OF EASEMENT TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY IN DEED BOOK 4634 PAGE 46 AND DEED BOOK 4634 PAGE 54.

SCHEDULE C

LEGAL DESCRIPTION

File No.: **HR 24,030**

ALL that certain lot, parcel or tract of land, situate and lying in the City of Jersey City, County of Hudson, State of NEW JERSEY, and being more particularly described as follows:

BLOCK 212	LOT M
BLOCK 247	LOT 50.A
BLOCK 280	LOT 50.A
BLOCK 317.5	LOT 50.A
BLOCK 354.1	LOT 50.A
BLOCK 389.1	LOT 50
BLOCK 415	LOTS 50 & 50.PL
BLOCK 446	LOTS 18.A & 18.B

SURVEY DESCRIPTIONS REQUIRED – SURVEY TO BE SUPPLIED.

Data Trace

Title #: HR 24,030

300 Executive Drive Suite 275 • West Orange, New Jersey 07052
Phone (800) 477-8288 • Fax (800) 677-3272

For **HUDSON REALTY ABSTRACT COMPANY**

BLOCK: **212**
LOT : **M** [1]

ASSESSED OWNER: **CONSOLIDATED RAIL**
BILLING ADDRESS : P. O. BOX 8499 PHILADELPHIA, PA. 19101
LOT ADDRESS : **437 MARIN BLVD**
HUDSON : **CITY OF JERSEY (201) 547-5526**
280 GROVE ST., JERSEY CITY, NJ 07302

INFORMATION: (FOR RESALE)
C.O. REQUIRED ON NEW CONST., CHANGE OF USE & ALTERATIONS
SMOKE DETECTOR/CARBON MONOXIDE ALARM INSPECTION REQUIRED ($20+FEE)-CONTACT (201) 547-4255 FOR INSPECTION INFORMATION

UNITED WATER CO. SERVICES; SUBJECT TO MUNICIPAL TAX LIENS

ASSESSOR'S CODE: (1) - UNIMPROVED LOT (VACANT LAND) (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)
MANSION TAX CERTIFICATE: NOT REQUESTED (ABOVE ASSESSOR'S CODE IS NOT AN OFFICIAL NJ MANSION TAX CERTIFICATE)
APX. LOT SIZE: 100X300

ASSESSED VALUES: LAND: $150,000 IMPROVEMENT: $0 TOT.:$150,000

TAX EXEMPTIONS: NONE

2004 TAXES: $6,909.00 PAID IN FULL

2005 Quarter 1: $1,888.24 PAID 02/01/2005 [2]
2005 Quarter 2: $1,795.01 PAID 05/04/2005
2005 Quarter 3: TAXES REMAIN TO BE DETERMINED
2005 Quarter 4: TAXES REMAIN TO BE DETERMINED

2006 (1st Half): TAXES REMAIN TO BE DETERMINED

2004 ADDED ASSESSMENTS: PENDING IF PREMISES ARE IMPROVED - CONTACT ASSESSOR

CONFIRMED ASSESSMENTS: NONE

WATER ACCOUNT #: UNIMPROVED
SEWER ACCOUNT #: UNIMPROVED

LIENS: NONE

[1] TAX ACCT#: 11858
[2] ESTIMATED TAX - ADJUSTMENT MADE TO 2ND QUARTER TAXES

Certificate as to current status of pending (unconfirmed) assessments:
ORDINANCE #: NONE
TYPE OF IMPROVEMENT:

Data Trace guarantees that the above information accurately reflects the contents of the public record as of 05/23/2005

Charles Jones Inc.

HEREBY CERTIFIES TO:

TIDELAND SEARCH CERTIFICATE

ACCOUNT: 653083920 **REFERENCE:** HR 24,030

HUDSON REALTY ABSTRACT COMPANY
P O BOX 8188

JERSEY CITY, NJ 07306-

THAT NO PORTION OF THE PROPERTY HEREINAFTER DESIGNATED IS PRESENTLY CLAIMED BY THE STATE OF NEW JERSEY AS AREA NOW OR FORMERLY BELOW MEAN HIGH WATER AS SHOWN ON THE APPLICABLE TIDELANDS MAP PREPARED BY THE OFFICE OF ENVIRONMENTAL ANALYSIS AND APPROVED BY THE TIDELANDS RESOURCE COUNCIL, SUBJECT TO THE RESERVATIONS WHICH APPEAR ON THE ADOPTED MAP AND OVERLAY.

APPLICABLE TIDELANDS MAP

TIDELANDS MAP NUMBER: 686-2172

TIDELANDS MAP DATE: 27-MAY-1982

DESIGNATED PROPERTY

COUNTY: HUDSON **STATE:** NEW JERSEY

MUNICIPALITY: CITY OF JERSEY CITY

BLOCK: 212 **LOT:** M

STREET NUMBER & NAME: 437 MARIN BLVD.

AS SHOWN ON TAX MAP DATED OR LAST REVISED ON: 01-JAN-2003

SEARCH RESULTS

FINDINGS: UNCLAIMED

DATED: 20-MAY-2005

FEE: $35.00

IN WITNESS WHEREOF, CHARLES JONES INC. HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS VICE PRESIDENT.

STEPHEN L. PHILLIPS
VICE PRESIDENT

TD05-140-1010

Charles Jones Inc.

HEREBY CERTIFIES TO:

TIDELAND SEARCH CERTIFICATE

ACCOUNT: 653083920 **REFERENCE:** HR 24,030

HUDSON REALTY ABSTRACT COMPANY
P O BOX 8188

JERSEY CITY, NJ 07306-

THAT NO PORTION OF THE PROPERTY HEREINAFTER DESIGNATED IS PRESENTLY CLAIMED BY THE STATE OF NEW JERSEY AS AREA NOW OR FORMERLY BELOW MEAN HIGH WATER AS SHOWN ON THE APPLICABLE TIDELANDS MAP PREPARED BY THE OFFICE OF ENVIRONMENTAL ANALYSIS AND APPROVED BY THE TIDELANDS RESOURCE COUNCIL, SUBJECT TO THE RESERVATIONS WHICH APPEAR ON THE ADOPTED MAP AND OVERLAY.

APPLICABLE TIDELANDS MAP

TIDELANDS MAP NUMBER: 686-2172

TIDELANDS MAP DATE: 27-MAY-1982

DESIGNATED PROPERTY

COUNTY: HUDSON **STATE:** NEW JERSEY

MUNICIPALITY: CITY OF JERSEY CITY

BLOCK: 247 **LOT:** 50.A

STREET NUMBER & NAME: 441-7 MANILA AVE.

AS SHOWN ON TAX MAP DATED OR LAST REVISED ON: 01-JAN-2003

SEARCH RESULTS

FINDINGS: UNCLAIMED

DATED: 20-MAY-2005

FEE: $35.00

IN WITNESS WHEREOF, CHARLES JONES INC. HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS VICE PRESIDENT.

STEPHEN L. PHILLIPS
VICE PRESIDENT

TD05-140-1011

Charles Jones Inc.

HEREBY CERTIFIES TO:

TIDELAND SEARCH CERTIFICATE

ACCOUNT: 653083920 **REFERENCE:** HR 24,030

HUDSON REALTY ABSTRACT COMPANY
P O BOX 8188

JERSEY CITY, NJ 07306-

THAT NO PORTION OF THE PROPERTY HEREINAFTER DESIGNATED IS PRESENTLY CLAIMED BY THE STATE OF NEW JERSEY AS AREA NOW OR FORMERLY BELOW MEAN HIGH WATER AS SHOWN ON THE APPLICABLE TIDELANDS MAP PREPARED BY THE OFFICE OF ENVIRONMENTAL ANALYSIS AND APPROVED BY THE TIDELANDS RESOURCE COUNCIL, SUBJECT TO THE RESERVATIONS WHICH APPEAR ON THE ADOPTED MAP AND OVERLAY.

APPLICABLE TIDELANDS MAP

TIDELANDS MAP NUMBER: 686-2172

TIDELANDS MAP DATE: 27-MAY-1982

DESIGNATED PROPERTY

COUNTY: HUDSON **STATE:** NEW JERSEY

MUNICIPALITY: CITY OF JERSEY CITY

BLOCK: 280 **LOT:** 50.A

STREET NUMBER & NAME: 626 JERSEY AVE.

AS SHOWN ON TAX MAP DATED OR LAST REVISED ON: 01-JAN-2003

SEARCH RESULTS

FINDINGS: UNCLAIMED

DATED: 20-MAY-2005

FEE: $35.00

IN WITNESS WHEREOF, CHARLES JONES INC. HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS VICE PRESIDENT.

STEPHEN L. PHILLIPS
VICE PRESIDENT

TD05-140-1012

Charles Jones Inc.

HEREBY CERTIFIES TO:

TIDELAND SEARCH CERTIFICATE

ACCOUNT: 653083920 **REFERENCE:** HR 24,030

HUDSON REALTY ABSTRACT COMPANY
P O BOX 8188

JERSEY CITY, NJ 07306-

THAT NO PORTION OF THE PROPERTY HEREINAFTER DESIGNATED IS PRESENTLY CLAIMED BY THE STATE OF NEW JERSEY AS AREA NOW OR FORMERLY BELOW MEAN HIGH WATER AS SHOWN ON THE APPLICABLE TIDELANDS MAP PREPARED BY THE OFFICE OF ENVIRONMENTAL ANALYSIS AND APPROVED BY THE TIDELANDS RESOURCE COUNCIL, SUBJECT TO THE RESERVATIONS WHICH APPEAR ON THE ADOPTED MAP AND OVERLAY.

APPLICABLE TIDELANDS MAP

TIDELANDS MAP NUMBER: 686-2166 & 686-2172 - 27-MAY-82

TIDELANDS MAP DATE: 27-MAY-1982

DESIGNATED PROPERTY

COUNTY: HUDSON **STATE:** NEW JERSEY

MUNICIPALITY: CITY OF JERSEY CITY

BLOCK: 317 **LOT:** 50.A

STREET NUMBER & NAME: 621-27 JERSEY AVE.

AS SHOWN ON TAX MAP DATED OR LAST REVISED ON: 01-JAN-2003

SEARCH RESULTS

FINDINGS: UNCLAIMED

DATED: 06-JUN-2005

FEE: $35.00

IN WITNESS WHEREOF, CHARLES JONES INC. HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS VICE PRESIDENT.

STEPHEN L. PHILLIPS
VICE PRESIDENT

TD05-157-1600

Charles Jones Inc.

HEREBY CERTIFIES TO:

TIDELAND SEARCH CERTIFICATE

ACCOUNT: 653083920

REFERENCE: HR 24,030

HUDSON REALTY ABSTRACT COMPANY
P O BOX 8188

JERSEY CITY, NJ 07306-

THAT NO PORTION OF THE PROPERTY HEREINAFTER DESIGNATED IS PRESENTLY CLAIMED BY THE STATE OF NEW JERSEY AS AREA NOW OR FORMERLY BELOW MEAN HIGH WATER AS SHOWN ON THE APPLICABLE TIDELANDS MAP PREPARED BY THE OFFICE OF ENVIRONMENTAL ANALYSIS AND APPROVED BY THE TIDELANDS RESOURCE COUNCIL, SUBJECT TO THE RESERVATIONS WHICH APPEAR ON THE ADOPTED MAP AND OVERLAY.

APPLICABLE TIDELANDS MAP

TIDELANDS MAP NUMBER: 686-2166

TIDELANDS MAP DATE: 27-MAY-1982

DESIGNATED PROPERTY

COUNTY: HUDSON

STATE: NEW JERSEY

MUNICIPALITY: CITY OF JERSEY CITY

BLOCK: 389.01

LOT: 50

STREET NUMBER & NAME: 449-53 MONMOUTH ST.

AS SHOWN ON TAX MAP DATED OR LAST REVISED ON: 01-JAN-2003

SEARCH RESULTS

FINDINGS: UNCLAIMED

DATED: 20-MAY-2005

FEE: $35.00

IN WITNESS WHEREOF, CHARLES JONES INC. HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS VICE PRESIDENT.

STEPHEN L. PHILLIPS
VICE PRESIDENT

TD05-140-1015

Charles Jones Inc.

HEREBY CERTIFIES TO:

TIDELAND SEARCH CERTIFICATE

ACCOUNT: 653083920

REFERENCE: CONSOLIDATED R.R.

HUDSON REALTY ABSTRACT COMPANY
P O BOX 8188

JERSEY CITY, NJ 07306-

THAT NO PORTION OF THE PROPERTY HEREINAFTER DESIGNATED IS PRESENTLY CLAIMED BY THE STATE OF NEW JERSEY AS AREA NOW OR FORMERLY BELOW MEAN HIGH WATER AS SHOWN ON THE APPLICABLE TIDELANDS MAP PREPARED BY THE OFFICE OF ENVIRONMENTAL ANALYSIS AND APPROVED BY THE TIDELANDS RESOURCE COUNCIL, SUBJECT TO THE RESERVATIONS WHICH APPEAR ON THE ADOPTED MAP AND OVERLAY.

APPLICABLE TIDELANDS MAP

TIDELANDS MAP NUMBER: 686-2166

TIDELANDS MAP DATE: 27-MAY-1982

DESIGNATED PROPERTY

COUNTY: HUDSON

STATE: NEW JERSEY

MUNICIPALITY: CITY OF JERSEY CITY

BLOCK: 415

LOT: 50 & 50.PL

STREET NUMBER & NAME: BRUNSWICK-6TH

AS SHOWN ON TAX MAP DATED OR LAST REVISED ON: 01-JAN-2003

SEARCH RESULTS

FINDINGS: UNCLAIMED

DATED: 20-MAY-2005

FEE: $35.00

IN WITNESS WHEREOF, CHARLES JONES INC. HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS VICE PRESIDENT.

STEPHEN L. PHILLIPS
VICE PRESIDENT

TD05-140-1016

Charles Jones Inc.

HEREBY CERTIFIES TO:

TIDELAND SEARCH CERTIFICATE

ACCOUNT: 653083920 **REFERENCE:** CITY OF JERSEY CITY

HUDSON REALTY ABSTRACT COMPANY
P O BOX 8188

JERSEY CITY, NJ 07306-

THAT ALL OR A PORTION OF THE PROPERTY HEREINAFTER DESIGNATED IS CLAIMED BY THE STATE OF NEW JERSEY AS AREA NOW OR FORMERLY BELOW MEAN HIGH WATER AS SHOWN ON THE APPLICABLE TIDELANDS MAP PREPARED BY THE OFFICE OF ENVIRONMENTAL ANALYSIS AND APPROVED BY THE TIDELANDS RESOURCE COUNCIL, SUBJECT TO PRIOR GRANTS OR LEASES OF STATE-OWNED TIDELANDS AND OTHER RESERVATIONS WHICH APPEAR ON THE ADOPTED MAP AND OVERLAY.

APPLICABLE TIDELANDS MAP

TIDELANDS MAP NUMBER: 686-2166

TIDELANDS MAP DATE: 27-MAY-1982

DESIGNATED PROPERTY

COUNTY: HUDSON **STATE:** NEW JERSEY

MUNICIPALITY: CITY OF JERSEY CITY

BLOCK: 446 **LOT:** 18A.PT & 18.B

STREET NUMBER & NAME: NEWARK AVE.

AS SHOWN ON TAX MAP DATED OR LAST REVISED ON: 01-JAN-2003

SEARCH RESULTS

FINDINGS: CLAIMED

TYPE OF CLAIM: WATER COURSE

APPROXIMATE SIZE OF CLAIM: 1 TO 20%

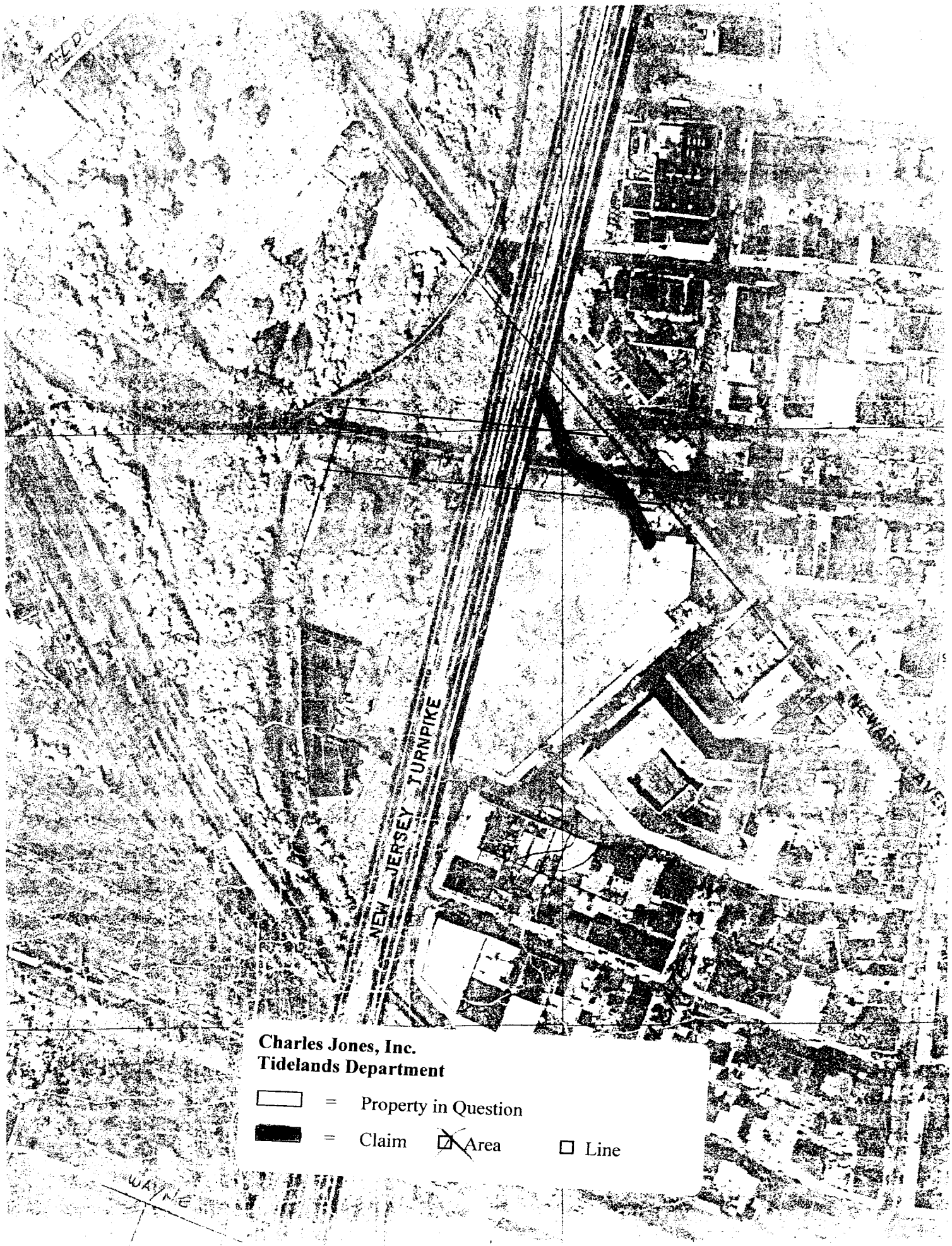
DATED: 20-MAY-2005

FEE: $35.00

IN WITNESS WHEREOF, CHARLES JONES INC. HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS VICE PRESIDENT.

STEPHEN L. PHILLIPS
VICE PRESIDENT

TD05-140-1017



Charles Jones, Inc.
Tidelands Department

= Property in Question

= Claim ☒ Area ☐ Line

Charles Jones Inc.

GRANT SEARCH

ACCOUNT: 653083920 **REFERENCE:** CITY OF JERSEY CITY

HUDSON REALTY ABSTRACT COMPANY
P O BOX 8188

JERSEY CITY, NJ 07306-

SUBJECT PROPERTY

COUNTY: HUDSON **STATE:** NEW JERSEY

MUNICIPALITY: CITY OF JERSEY CITY

BLOCK: 446 **LOT:** 18A.PT & 18.B

TAX MAP PAGE: 0302

APPLICABLE TIDELAND MAP NUMBER: 686-2166

IN RESPONSE TO YOUR REQUEST, CHARLES JONES INC., HAS REVIEWED THE CONVEYANCE MAPS OF THE NEW JERSEY TIDELANDS MANAGEMENT BUREAU FOR PRIOR TIDELAND INSTRUMENTS WHICH MAY AFFECT ON THE ABOVE-REFERENCED PROPERTY. THE RESULTS ARE AS FOLLOWS:

TIDELAND INSTRUMENTS FOUND AS FOLLOWS:

TIDELANDS BUREAU FILE DATA

TYPE	RECIPIENT	DATE	CASE#	LIBER BOOK	PAGE
GRANT	GEORGE G. PAPPAS, ET AL	28-MAY-1992	91-0204	H-8	118

NOTE: A PORTION (NOT NECESSARILY ALL) OF THE PROPERTY IN QUESTION MAY BE AFFECTED BY THE ABOVE LISTED INSTRUMENTS.

WE RECOMMEND CAREFUL REVIEW OF THE INSTRUMENT(S) LISTED ABOVE. CHARLES JONES INC. IS SIMPLY REPORTING THAT THESE INSTRUMENTS APPEAR IN THE RECORDS OF THE TIDELANDS MANAGEMENT BUREAU, AND IT ASSUMES NO RESPONSIBILITY FOR THEIR NATURE, EXTENT OR VALIDITY. THIS OFFICE CAN SUPPLY COPIES OF ANY SUCH INSTRUMENTS UPON REQUESTS, FOR A FEE.

DATED: 20-MAY-2005

FEE: NO CHARGE

TIDELAND SEARCH #: 002661401017

GRANTSEARCH #:GS05-140-1349

STEPHEN L. PHILLIPS
VICE PRESIDENT

Charles Jones Inc.

Charles Jones Inc.
PO Box 8488
Trenton, NJ 08650-0488
www.charlesjones.com

Phone: (800) 792-8888
Fax: (609) 530-1693

If you wish, we will order copies of the following for you from the Bureau of Tidelands for an additional $10.00 service fee.

Document Copy Fee

(Plus Service Fee)

Copy of Grant	**$10.00**
Copy of Statement of No Interest	**$10.00**
Copy of License	**$10.00**
Certification of above, additional	**$10.00**

Data Trace

Title #: HR 24,030

300 Executive Drive Suite 275 • West Orange, New Jersey 07052
Phone (800) 477-8288 • Fax (800) 677-3272

For **HUDSON REALTY ABSTRACT COMPANY**

BLOCK: **2124**
LOT : **M** [1]

ASSESSED OWNER: **CONSOLIDATED RAIL**
BILLING ADDRESS : P. O. BOX 8499 PHILADELPHIA, PA 19101
LOT ADDRESS : **WAYNE ST.**
HUDSON : **CITY OF JERSEY (201) 547-5526**
280 GROVE ST., JERSEY CITY, NJ 07302

INFORMATION: **C.O. REQUIRED ON NEW CONST., CHANGE OF USE & ALTERATIONS**
(FOR RESALE) SMOKE DETECTOR/CARBON MONOXIDE ALARM INSPECTION REQUIRED ($20+FEE)-CONTACT (201) 547-4255 FOR INSPECTION INFORMATION

UNITED WATER CO. SERVICES; SUBJECT TO MUNICIPAL TAX LIENS

ASSESSOR'S CODE: (1) - UNIMPROVED LOT (VACANT LAND) (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

MANSION TAX CERTIFICATE: NOT REQUESTED (ABOVE ASSESSOR'S CODE IS NOT AN OFFICIAL NJ MANSION TAX CERTIFICATE)

APX. LOT SIZE: MAIN STEM

ASSESSED VALUES: LAND: $0 [2] IMPROVEMENT: $0 [2] TOTAL: $0 [2]

TAX EXEMPTIONS: NONE [2]

2004 TAXES: [2]

2005 Quarter 1: [2]
2005 Quarter 2: [2]
2005 Quarter 3: TAXES REMAIN TO BE DETERMINED
2005 Quarter 4: TAXES REMAIN TO BE DETERMINED

2006 (1st Half): TAXES REMAIN TO BE DETERMINED

2004 ADDED ASSESSMENTS: PENDING IF PREMISES ARE IMPROVED - CONTACT ASSESSOR

CONFIRMED ASSESSMENTS: NONE

UTILITIES: **SEE ADDENDUM**

LIENS: NONE

[1] TAX ACCT#: 384206
[2] THIS PROPERTY IS A RAILROAD & IS NOT ASSESSED OR TAXED

Certificate as to current status of pending (unconfirmed) assessments:
ORDINANCE #: NONE
TYPE OF IMPROVEMENT:

Data Trace guarantees that the above information accurately reflects the contents of the public record as of 05/23/2005

Data Trace

** ADDENDUM #1 ** Title #: HR 24,030

300 Executive Drive Suite 275 • West Orange, New Jersey 07052
Phone (800) 477-8288 • Fax (800) 677-3272

For **HUDSON REALTY ABSTRACT COMPANY**

BLOCK: **2124**
LOT : **M** [1]

ASSESSED OWNER: **CONSOLIDATED RAIL**
BILLING ADDRESS : P. O. BOX 8499 PHILADELPHIA, PA 19101
LOT ADDRESS : **WAYNE ST.**
HUDSON : **CITY OF JERSEY (201) 547-5526**
280 GROVE ST., JERSEY CITY, NJ 07302

WATER ACCOUNT #: NO ACCOUNT LISTED AT THIS LOCATION
• PLEASE CONTACT DATA TRACE WITH ADD'L ACCOUNT INFO.

SEWER ACCOUNT #: NO ACCOUNT LISTED AT THIS LOCATION
• PLEASE CONTACT DATA TRACE WITH ADD'L ACCOUNT INFO.

Data Trace guarantees that the above information accurately reflects the contents of the public record as of 05/23/2005

Data Trace

Title #: HR 24,030

300 Executive Drive Suite 275 • West Orange, New Jersey 07052
Phone (800) 477-8288 • Fax (800) 677-3272

For **HUDSON REALTY ABSTRACT COMPANY**

BLOCK: **247**
LOT : **50.A** [1]

ASSESSED OWNER: **CONSOLIDATED R.R.**
BILLING ADDRESS : P. O. BOX 8499 PHILADELPHIA, PA. 19101
LOT ADDRESS : **441-7 MANILA AVE.**
HUDSON : **CITY OF JERSEY (201) 547-5526**
280 GROVE ST., JERSEY CITY, NJ 07302

INFORMATION:
(FOR RESALE)

C.O. REQUIRED ON NEW CONST., CHANGE OF USE & ALTERATIONS
SMOKE DETECTOR/CARBON MONOXIDE ALARM INSPECTION REQUIRED ($20+FEE)-CONTACT (201) 547-4255 FOR INSPECTION INFORMATION

UNITED WATER CO. SERVICES; SUBJECT TO MUNICIPAL TAX LIENS

ASSESSOR'S CODE: (1) - UNIMPROVED LOT (VACANT LAND) (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

MANSION TAX CERTIFICATE: NOT REQUESTED (ABOVE ASSESSOR'S CODE IS NOT AN OFFICIAL NJ MANSION TAX CERTIFICATE)

APX. LOT SIZE: 400X100

ASSESSED VALUES: LAND: $200,000 IMPROVEMENT: $0 TOT.:$200,000

TAX EXEMPTIONS: NONE

2004 TAXES: $9,212.00 PAID IN FULL

2005 Quarter 1: $2,517.65 PAID 02/01/2005 [2]
2005 Quarter 2: $2,393.36 PAID 05/04/2005
2005 Quarter 3: TAXES REMAIN TO BE DETERMINED
2005 Quarter 4: TAXES REMAIN TO BE DETERMINED

2006 (1st Half): TAXES REMAIN TO BE DETERMINED

2004 ADDED ASSESSMENTS: PENDING IF PREMISES ARE IMPROVED - CONTACT ASSESSOR

CONFIRMED ASSESSMENTS: NONE

WATER ACCOUNT #: UNIMPROVED
SEWER ACCOUNT #: UNIMPROVED

LIENS: NONE

[1] TAX ACCT#: 19083
[2] ESTIMATED TAX - ADJUSTMENT MADE TO 2ND QUARTER TAXES

Certificate as to current status of pending (unconfirmed) assessments:
ORDINANCE #: NONE
TYPE OF IMPROVEMENT:

Data Trace guarantees that the above information accurately reflects the contents of the public record as of 05/23/2005

Data Trace

Title #: HR 24,030

300 Executive Drive Suite 275 • West Orange, New Jersey 07052
Phone (800) 477-8288 • Fax (800) 677-3272

For **HUDSON REALTY ABSTRACT COMPANY**

BLOCK: 280
LOT : 50.A [1]

ASSESSED OWNER: **CONSOLIDATED RAIL**
BILLING ADDRESS : P. O. BOX 8499 PHILADELPHIA, PA 19101
LOT ADDRESS : **626 JERSEY AVE.**
HUDSON : **CITY OF JERSEY (201) 547-5526**
280 GROVE ST., JERSEY CITY, NJ 07302

INFORMATION: (FOR RESALE)
C.O. REQUIRED ON NEW CONST., CHANGE OF USE & ALTERATIONS
SMOKE DETECTOR/CARBON MONOXIDE ALARM INSPECTION REQUIRED ($20+FEE)-CONTACT (201) 547-4255 FOR INSPECTION INFORMATION

UNITED WATER CO. SERVICES; SUBJECT TO MUNICIPAL TAX LIENS

ASSESSOR'S CODE: (1) - UNIMPROVED LOT (VACANT LAND) (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)
MANSION TAX CERTIFICATE: NOT REQUESTED (ABOVE ASSESSOR'S CODE IS NOT AN OFFICIAL NJ MANSION TAX CERTIFICATE)
APX. LOT SIZE: 95X400

ASSESSED VALUES: LAND: $190,000 IMPROVEMENT: $0 TOT.:$190,000

TAX EXEMPTIONS: NONE

2004 TAXES: $8,751.40 PAID IN FULL

2005 Quarter 1: $2,391.77 PAID 02/01/2005 [2]
2005 Quarter 2: $2,273.69 PAID 05/04/2005
2005 Quarter 3: TAXES REMAIN TO BE DETERMINED
2005 Quarter 4: TAXES REMAIN TO BE DETERMINED

2006 (1st Half): TAXES REMAIN TO BE DETERMINED

2004 ADDED ASSESSMENTS: PENDING IF PREMISES ARE IMPROVED - CONTACT ASSESSOR

CONFIRMED ASSESSMENTS: NONE

WATER ACCOUNT #: UNIMPROVED
SEWER ACCOUNT #: UNIMPROVED

LIENS: NONE

[1] TAX ACCT#: 25460
[2] ESTIMATED TAX - ADJUSTMENT MADE TO 2ND QUARTER TAXES

Certificate as to current status of pending (unconfirmed) assessments:
ORDINANCE #: NONE
TYPE OF IMPROVEMENT:

Data Trace guarantees that the above information accurately reflects the contents of the public record as of 05/23/2005

Data Trace

Title #: HR 24,030

300 Executive Drive Suite 275 • West Orange, New Jersey 07052
Phone (800) 477-8288 • Fax (800) 677-3272

For HUDSON REALTY ABSTRACT COMPANY

BLOCK: 317
LOT : 50.A [1]

should be
Bl 317.5

ASSESSED OWNER: **CONSOLIDATED R.R.**
BILLING ADDRESS : P. O. OBX 8499 PHILADELPHIA, PA. 19101
LOT ADDRESS : **621-27 JERSEY AVE.**
HUDSON : **CITY OF JERSEY (201) 547-5526**
280 GROVE ST., JERSEY CITY, NJ 07302

INFORMATION: (FOR RESALE)

C.O. REQUIRED ON NEW CONST., CHANGE OF USE & ALTERATIONS
SMOKE DETECTOR/CARBON MONOXIDE ALARM INSPECTION REQUIRED ($20+FEE)-CONTACT (201) 547-4255 FOR INSPECTION INFORMATION

UNITED WATER CO. SERVICES; SUBJECT TO MUNICIPAL TAX LIENS

ASSESSOR'S CODE: (1) - UNIMPROVED LOT (VACANT LAND) (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

MANSION TAX CERTIFICATE: NOT REQUESTED (ABOVE ASSESSOR'S CODE IS NOT AN OFFICIAL NJ MANSION TAX CERTIFICATE)

APX. LOT SIZE: 95X400.3

ASSESSED VALUES: LAND: $190,000 IMPROVEMENT: $0 TOT.:$190,000

TAX EXEMPTIONS: NONE

2004 TAXES: $8,751.40 PAID IN FULL

2005 Quarter 1: $2,391.77 PAID 02/01/2005
2005 Quarter 2: $2,273.69 PAID 05/04/2005
2005 Quarter 3: TAXES REMAIN TO BE DETERMINED
2005 Quarter 4: TAXES REMAIN TO BE DETERMINED

2006 (1st Half): TAXES REMAIN TO BE DETERMINED

2004 ADDED ASSESSMENTS: PENDING IF PREMISES ARE IMPROVED - CONTACT ASSESSOR

CONFIRMED ASSESSMENTS: NONE

WATER ACCOUNT #: UNIMPROVED
SEWER ACCOUNT #: UNIMPROVED

LIENS: NONE

[1] TAX ACCT#: 31757

Certificate as to current status of pending (unconfirmed) assessments:
ORDINANCE #: NONE
TYPE OF IMPROVEMENT:

Data Trace guarantees that the above information accurately reflects the contents of the public record as of 05/23/2005

Data Trace

Title #: HR 24,030

300 Executive Drive Suite 275 • West Orange, New Jersey 07052
Phone (800) 477-8288 • Fax (800) 677-3272

For **HUDSON REALTY ABSTRACT COMPANY**

BLOCK: **354**
LOT : **50.A** [1]

ASSESSED OWNER: **CONSOLIDATED R.R.**
BILLING ADDRESS : P. O. BOX 8499 PHILADELPHIA, PA. 19101
LOT ADDRESS : **99-105 COLES STREET**
HUDSON : **CITY OF JERSEY (201) 547-5526**
280 GROVE ST., JERSEY CITY, NJ 07302

INFORMATION: **C.O. REQUIRED ON NEW CONST., CHANGE OF USE & ALTERATIONS**
(FOR RESALE) SMOKE DETECTOR/CARBON MONOXIDE ALARM INSPECTION REQUIRED ($20+FEE)-CONTACT (201) 547-4255 FOR INSPECTION INFORMATION

UNITED WATER CO. SERVICES; SUBJECT TO MUNICIPAL TAX LIENS

ASSESSOR'S CODE: (1) - UNIMPROVED LOT (VACANT LAND) (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)
MANSION TAX CERTIFICATE: NOT REQUESTED (ABOVE ASSESSOR'S CODE IS NOT AN OFFICIAL NJ MANSION TAX CERTIFICATE)
APX. LOT SIZE: 95X400

ASSESSED VALUES: LAND: $190,000 IMPROVEMENT: $0 TOT.:$190,000

TAX EXEMPTIONS: NONE

2004 TAXES: $8,751.40 PAID IN FULL

2005 Quarter 1: $2,391.77 PAID 02/01/2005 [2]
2005 Quarter 2: $2,273.69 PAID 05/04/2005
2005 Quarter 3: TAXES REMAIN TO BE DETERMINED
2005 Quarter 4: TAXES REMAIN TO BE DETERMINED

2006 (1st Half): TAXES REMAIN TO BE DETERMINED

2004 ADDED ASSESSMENTS: PENDING IF PREMISES ARE IMPROVED - CONTACT ASSESSOR

CONFIRMED ASSESSMENTS: NONE

WATER ACCOUNT #: UNIMPROVED
SEWER ACCOUNT #: UNIMPROVED

LIENS: NONE

[1] TAX ACCT#: 38471
[2] ESTIMATED TAX - ADJUSTMENT MADE TO 2ND QUARTER TAXES

Certificate as to current status of pending (unconfirmed) assessments:
ORDINANCE #: NONE
TYPE OF IMPROVEMENT:

Data Trace guarantees that the above information accurately reflects the contents of the public record as of 05/23/2005

Data Trace

Title #: HR 24,030

300 Executive Drive Suite 275 • West Orange, New Jersey 07052
Phone (800) 477-8288 • Fax (800) 677-3272

For **HUDSON REALTY ABSTRACT COMPANY**

BLOCK: 389.1
LOT : 50 [1]

ASSESSED OWNER: **CONSOLIDATED RAIL**
BILLING ADDRESS : P. O. BOX 8499 PHILADELPHIA, PA 19101
LOT ADDRESS : **449-53 MONMOUTH ST.**
HUDSON : **CITY OF JERSEY (201) 547-5526**
280 GROVE ST., JERSEY CITY, NJ 07302

INFORMATION: (FOR RESALE)
C.O. REQUIRED ON NEW CONST., CHANGE OF USE & ALTERATIONS
SMOKE DETECTOR/CARBON MONOXIDE ALARM INSPECTION REQUIRED ($20+FEE)-CONTACT (201) 547-4255 FOR INSPECTION INFORMATION

UNITED WATER CO. SERVICES; SUBJECT TO MUNICIPAL TAX LIENS

ASSESSOR'S CODE: (1) - UNIMPROVED LOT (VACANT LAND) (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)
MANSION TAX CERTIFICATE: NOT REQUESTED (ABOVE ASSESSOR'S CODE IS NOT AN OFFICIAL NJ MANSION TAX CERTIFICATE)
APX. LOT SIZE: 95X400

ASSESSED VALUES: LAND: $190,000 IMPROVEMENT: $0 TOT.:$190,000

TAX EXEMPTIONS: NONE

2004 TAXES: $8,751.40 PAID IN FULL

2005 Quarter 1: $2,391.77 PAID 02/01/2005 [2]
2005 Quarter 2: $2,273.69 PAID 05/09/2005
2005 Quarter 3: TAXES REMAIN TO BE DETERMINED
2005 Quarter 4: TAXES REMAIN TO BE DETERMINED

2006 (1st Half): TAXES REMAIN TO BE DETERMINED

2004 ADDED ASSESSMENTS: PENDING IF PREMISES ARE IMPROVED - CONTACT ASSESSOR

CONFIRMED ASSESSMENTS: NONE

WATER ACCOUNT #: UNIMPROVED
SEWER ACCOUNT #: UNIMPROVED

LIENS: NONE

[1] TAX ACCT#: 507996
[2] ESTIMATED TAX - ADJUSTMENT MADE TO 2ND QUARTER TAXES

Certificate as to current status of pending (unconfirmed) assessments:
ORDINANCE #: NONE
TYPE OF IMPROVEMENT:

Data Trace guarantees that the above information accurately reflects the contents of the public record as of 05/23/2005

Data Trace

Title #: HR 24,030

300 Executive Drive Suite 275 • West Orange, New Jersey 07052
Phone (800) 477-8288 • Fax (800) 677-3272

For **HUDSON REALTY ABSTRACT COMPANY**

BLOCK: **415**
LOT : **50.PL** [1]

ASSESSED OWNER: **CONSOLIDATED R.R.**
BILLING ADDRESS : P. O. BOX 8499 PHILADELPHIA, PA. 19101
LOT ADDRESS : **BRUNSWICK-6TH**
HUDSON : **CITY OF JERSEY (201) 547-5526**
280 GROVE ST., JERSEY CITY, NJ 07302

INFORMATION: **C.O. REQUIRED ON NEW CONST., CHANGE OF USE & ALTERATIONS**
(FOR RESALE) SMOKE DETECTOR/CARBON MONOXIDE ALARM INSPECTION REQUIRED ($20+FEE)-CONTACT (201) 547-4255 FOR INSPECTION INFORMATION

UNITED WATER CO. SERVICES; SUBJECT TO MUNICIPAL TAX LIENS

ASSESSOR'S CODE: (1) - UNIMPROVED LOT (VACANT LAND) (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)
MANSION TAX CERTIFICATE: NOT REQUESTED (ABOVE ASSESSOR'S CODE IS NOT AN OFFICIAL NJ MANSION TAX CERTIFICATE)
APX. LOT SIZE: 30.5X171

ASSESSED VALUES: LAND: $34,600 IMPROVEMENT: $0 TOTAL:$34,600

TAX EXEMPTIONS: NONE

2004 TAXES: $1,202.17 PAID IN FULL

2005 Quarter 1: $ 328.55 PAID 02/01/2005 [2]
2005 Quarter 2: $ 312.33 PAID 05/04/2005
2005 Quarter 3: TAXES REMAIN TO BE DETERMINED
2005 Quarter 4: TAXES REMAIN TO BE DETERMINED

2006 (1st Half): TAXES REMAIN TO BE DETERMINED

2004 ADDED ASSESSMENTS: PENDING IF PREMISES ARE IMPROVED - CONTACT ASSESSOR

CONFIRMED ASSESSMENTS: NONE

WATER ACCOUNT #: NO ACCOUNT LISTED AT THIS LOCATION
• PLEASE CONTACT DATA TRACE WITH ADD'L ACCOUNT INFO.
SEWER ACCOUNT #: NO ACCOUNT LISTED AT THIS LOCATION
• PLEASE CONTACT DATA TRACE WITH ADD'L ACCOUNT INFO.

LIENS: NONE

[1] TAX ACCT#: 49114
[2] ESTIMATED TAX - ADJUSTMENT MADE TO 2ND QUARTER TAXES

Certificate as to current status of pending (unconfirmed) assessments:
ORDINANCE #: NONE
TYPE OF IMPROVEMENT:

Data Trace guarantees that the above information accurately reflects the contents of the public record as of 05/23/2005

Data Trace

Title #: HR 24,030

300 Executive Drive Suite 275 • West Orange, New Jersey 07052
Phone (800) 477-8288 • Fax (800) 677-3272

For **HUDSON REALTY ABSTRACT COMPANY**

BLOCK: **446**
LOT : **18A.PT** [1]

ASSESSED OWNER: **CITY OF JERSEY CITY**
BILLING ADDRESS : 280 GROVE STREET JERSEY CITY, NJ 07302
LOT ADDRESS : **NEWARK AVE.**
HUDSON : **CITY OF JERSEY (201) 547-5526**
280 GROVE ST., JERSEY CITY, NJ 07302

INFORMATION: (FOR RESALE)
C.O. REQUIRED ON NEW CONST., CHANGE OF USE & ALTERATIONS
SMOKE DETECTOR/CARBON MONOXIDE ALARM INSPECTION REQUIRED ($20+FEE)-CONTACT (201) 547-4255 FOR INSPECTION INFORMATION

UNITED WATER CO. SERVICES; SUBJECT TO MUNICIPAL TAX LIENS

ASSESSOR'S CODE: (15C) - EXEMPT PROPERTY (VACANT LAND) (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

MANSION TAX CERTIFICATE: NOT REQUESTED (ABOVE ASSESSOR'S CODE IS NOT AN OFFICIAL NJ MANSION TAX CERTIFICATE)

APX. LOT SIZE:

ASSESSED VALUES: LAND: $154,400 IMPROVEMENT: $0 TOT.:$154,400

TAX EXEMPTIONS: FULLY EXEMPT

2004 TAXES: EXEMPT

2005 Quarter 1: EXEMPT
2005 Quarter 2: EXEMPT
2005 Quarter 3: TAXES REMAIN TO BE DETERMINED
2005 Quarter 4: TAXES REMAIN TO BE DETERMINED

2006 (1st Half): TAXES REMAIN TO BE DETERMINED

2004 ADDED ASSESSMENTS: CHARGES PRORATED TO DATE OF LOSS OF EXEMPT STATUS

CONFIRMED ASSESSMENTS: NONE

WATER ACCOUNT #: UNIMPROVED
SEWER ACCOUNT #: UNIMPROVED

LIENS: NONE

[1] TAX ACCT#: 50823

Certificate as to current status of pending (unconfirmed) assessments:
ORDINANCE #: NONE
TYPE OF IMPROVEMENT:

Data Trace guarantees that the above information accurately reflects the contents of the public record as of 05/23/2005

Data Trace

Title #: HR 24,030

300 Executive Drive Suite 275 • West Orange, New Jersey 07052
Phone (800) 477-8288 • Fax (800) 677-3272

For **HUDSON REALTY ABSTRACT COMPANY**

BLOCK: **446**
LOT : **21** [1]

ASSESSED OWNER: **PALMACCIO, FRANK**
BILLING ADDRESS : 242 AVENUE C. BAYONNE, NJ 07002
LOT ADDRESS : **361 NEWARK AVE.**
HUDSON : **CITY OF JERSEY (201) 547-5526**
280 GROVE ST., JERSEY CITY, NJ 07302

INFORMATION: **C.O. REQUIRED ON NEW CONST., CHANGE OF USE & ALTERATIONS**
(FOR RESALE) SMOKE DETECTOR/CARBON MONOXIDE ALARM INSPECTION REQUIRED ($20+FEE)-CONTACT (201) 547-4255 FOR INSPECTION INFORMATION

UNITED WATER CO. SERVICES; SUBJECT TO MUNICIPAL TAX LIENS

ASSESSOR'S CODE: (4A) - COMMERCIAL (1S-M& CB-DINER) (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

MANSION TAX CERTIFICATE: NOT REQUESTED (ABOVE ASSESSOR'S CODE IS NOT AN OFFICIAL NJ MANSION TAX CERTIFICATE)

APX. LOT SIZE: .513 ACRES

ASSESSED VALUES: LAND: $143,300 IMPROVEMENT: $28,000 TOT.:$171,300

TAX EXEMPTIONS: NONE

2004 TAXES: $6,218.10 PAID IN FULL ON BASE LOT 18.B BL 446

2005 Quarter 1: 3RD & 4TH QTR TAXES WILL COVER ENTIRE YEAR
2005 Quarter 2: 3RD & 4TH QTR TAXES WILL COVER ENTIRE YEAR
2005 Quarter 3: TAXES REMAIN TO BE DETERMINED
2005 Quarter 4: TAXES REMAIN TO BE DETERMINED

2006 (1st Half): TAXES REMAIN TO BE DETERMINED

2004 ADDED ASSESSMENTS: PENDING IF PREMISES ARE IMPROVED - CONTACT ASSESSOR

CONFIRMED ASSESSMENTS: NONE

WATER ACCOUNT #: **999772101 TO: 3/28/05 $7.75 PAID**
• POSSIBLE CREDIT BALANCE; CONTACT UTILITY DEPT.
(Subject to final reading; Contact: (800) 575-4433)
SEWER ACCOUNT #: SEWER CHARGES INCLUDED IN WATER BILLING

LIENS: NONE

[1] TAX ACCT#: 539601

Certificate as to current status of pending (unconfirmed) assessments:
ORDINANCE #: NONE
TYPE OF IMPROVEMENT:

Data Trace guarantees that the above information accurately reflects the contents of the public record as of 05/23/2005

Title No. HR 24,030

Foreign Standard with Taxes Pending

ID#: 0100-0153-92

CORPORATE STATUS REPORT

of

CONSOLIDATED RAIL CORPORATION

THE STATE CAPITAL TITLE & ABSTRACT CO., having caused the duly indexed records of the New Jersey Department of Treasury, Clerk of the Superior Court, Clerk of the U.S. District Court for the District of New Jersey, and the Director of the Division of Taxation, Department of Treasury to be examined insofar as they relate to the above named corporation, CERTIFIES TO:

HUDSON REALTY ABSTRACT

That said corporation was organized under the laws of the State of Pennsylvania

That on April 01,1976 the Division of Revenue of New Jersey issue a Certificate of Authority permitting said corporation to transact business in this State.

That the Certificate of Authority issued to said corporation to transact business in the State of New Jersey is in force and effect.

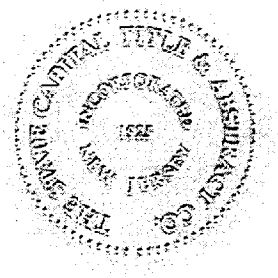
That the name and address of its last designated Registered Agent for the State of New Jersey is:

Corporation Service Company
830 Bear Tavern Rd.
Trenton, NJ 08628

IT FURTHER CERTIFIES:

That the indices (exclusive of those relating to proceedings in bankruptcy) in the Office of the Clerk of the Superior Court in Trenton, N.J. and in the Office of the Clerk of the U.S. District Court for the District of New Jersey do not reveal the appointment of a Receiver for said corporation to date.

WE HAVE MADE APPLICATION FOR FRANCHISE TAX INFORMATION. UPON RECEIPT OF SAME WE SHALL FORWARD OUR SUPPLEMENTAL REPORT TO YOU.



363774

In Witness Whereof, The State Capital Title & Abstract Co. has caused these presents to be executed on the date hereinafter subscribed.

Dated: June 03,2005 JS

Attest:

Diane D Eler

Secretary

John A Eler

President

Fee: $60.00

CHARLES JONES INC

HEREBY CERTIFIES TO:

NEW JERSEY SUPERIOR COURT,
UNITED STATES DISTRICT COURT AND
UNITED STATES BANKRUPTCY COURT

653-0839-20

RE: HR 24,030

HUDSON REALTY ABSTRACT COMPANY
P O BOX 8188
JERSEY CITY NJ 07306-

THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY, NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

	FROM	TO
CONSOLIDATED RAIL CORPORATION	05-31-1985	05-31-2005

Charles Jones

***** WITH JUDGMENTS *****

(SEE ATTACHED 5 PAGES)

*** Copies of the attached proceedings are available from our Document Services Department. Call 800-792-8888 ext. 5402. ***

DATED 05-31-2005
TIME 08:45 AM

FEES: $ 10.00

IN WITNESS WHEREOF, CHARLES JONES INC HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS PRESIDENT.

RN05-153-09944 153 1030153 02

CJ

Stephen Dillon

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: J-016047-1985 CASE NUMBER: L-70074-83
DATE ENTERED: 08/08/85
TYPE OF ACTION: STATE TORT
VENUE: MIDDLESEX

DEBT: $ 12,358.90

CREDITOR(S):
SUSAN CELI , INF. BY PARENT & G/A/L CARMELLA CELI
ATTORNEY: BRIGIANI, GELZER, COHEN & SCHNEIDER
DEBTOR(S):
CONSOLIDATED RAIL CORPORATION
S/A BUS. ON WILLIAM VAN HALTON, M/A
405 DIVISION ST, ELIZABETH, NJ
WITHOUT COSTS

DEBT: $ 17,641.10

CREDITOR(S):
CARMELLA CELI & PHILIP CELI , INDS.
ATTORNEY: BRIGIANI, GELZER, COHEN & SCHNEIDER
DEBTOR(S):
CONSOLIDATED RAIL CORPORATION
(No Address)
WITHOUT COSTS

CON RAIL ADDED TO OUR INDEX.
CONRAIL ADDED TO OUR INDEX.

*** End of Abstract ***

RN05-153-09944 RE: HR 24,030 2
653-0839-20

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: J-016619-1985 CASE NUMBER: L-70074-83
DATE ENTERED: 08/15/85
TYPE OF ACTION: STATE TORT
VENUE: MIDDLESEX

DEBT: $ 12,358.90
SAT. 07-25-91

CREDITOR(S):
SUSAN CELI , INFANT BY G/A/L
CARMELLA CELI
ATTORNEY: BRIGIANI, GELZER, COHEN, ET AL
DEBTOR(S):
CONSOLIDATED RAIL CORPORATION
Satisfied 07/25/91
C/O WILLIAM VAN HOLTON
405 DIVISION ST, ELIZABETH, NJ
WITHOUT COSTS

DEBT: $ 17,641.10

CREDITOR(S):
CARMELLA CELI
PHILIP CELI , IND.
ATTORNEY: BRIGIANI, GELZER, COHEN, ET AL
DEBTOR(S):
CONSOLIDATED RAIL CORPORATION
C/O WILLIAM VAN HOLTON
405 DIVISION ST, ELIZABETH, NJ
WITHOUT COSTS

07-25-91 JUDGMENT SATISFIED BY WARRANT IN THE SUM OF $12,358.90.
CONRAIL ADDED TO OUR INDEX.
Satisfied 07/25/91
CON RAIL ADDED TO OUR INDEX.
Satisfied 07/25/91
CONRAIL ADDED TO OUR INDEX.
CON RAIL ADDED TO OUR INDEX.
*** End of Abstract ***

Charles Jones

CJJ®

RN05-153-09944 RE: HR 24,030 3
653-0839-20

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: J-015968-1986 CASE NUMBER: L-71070-84
DATE ENTERED: 07/14/86
TYPE OF ACTION: N/S TORT
VENUE: BURLINGTON

DEBT: $ 125,221.00

CREDITOR(S):
FRANK PUGH , MINOR BY G/A/L
ROBERT PUGH
IRENE PUGH
ATTORNEY: STEVEN VOSBIKIAN
DEBTOR(S):
CONSOLIDATED RAIL CORPORATION
ADDRESS FOR SVC.: C/O GREG A. SWIDER, CLAIM AGENT,
570 W. DEKALB PIKE, LOWER LEVEL,
KING OF PRUSSIA, PA 19406
INCLS OF ATTYS. FEES & COSTS----------

DEBT: $ 65,940.00

CREDITOR(S):
ROBERT PUGH , IND. & IRENE PUGH , IND.
ATTORNEY: STEVEN VOSBIKIAN
DEBTOR(S):
CONSOLIDATED RAIL CORPORATION
ADDRESS FOR SVC.: C/O GREG A. SWIDER, CLAIM AGENT,
570 W. DEKALB PIKE, LOWER LEVEL,
KING OF PRUSSIA, PA 19406
INCLS OF ATTYS. FEES & COSTS----------
(THE DEFT TO PURCHASE AN ANNUITY CONTRACT SUFFICIENT TO GUARANTEE
MINOR PLTF. LUMP SUM PMTS. FOR A TOTAL OF $765,000.00 PAYABLE
FM 5-9-1996 TO 5-9-2026. RECORDED 07-14-86
CON RAIL ADDED TO OUR INDEX.
CONRAIL ADDED TO OUR INDEX.
*** End of Abstract ***

Charles Jones

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: J-019490-1987 CASE NUMBER: L-46613-87
DATE ENTERED: 08/28/87
TYPE OF ACTION: TORT CLAIM
VENUE: HUDSON

A/F: $ 1,827.50

CREDITOR(S):
NEIL B FINK
ATTORNEY: PRO SE
DEBTOR(S):
CONSOLIDATED RAIL CORPORATION
(No Address)

CON RAIL ADDED TO OUR INDEX.
CONRAIL ADDED TO OUR INDEX.
*** End of Abstract ***

CJ®

RN05-153-09944 RE: HR 24,030 4
653-0839-20

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: J-075476-1988 CASE NUMBER: L-093052-86
DATE ENTERED: 10/20/88
TYPE OF ACTION: MISCELLANEOUS
VENUE: HUDSON

DEBT: $ 46,000.00

CREDITOR(S):
HIRAM SANTA INFANT BY G/A/L ANA CARDONA , IND.
ATTORNEY: PLANT AND VELAZQUEZ
DEBTOR(S):
CONSOLIDATED RAIL CORPORATION
744 BROAD ST, NEWARK, NJ 07102
INCLS. COSTS

SEE BODY OF JUDGMENT AS TO FUTURE AND MONTHLY PAYMENTS DUE TO INFANT PLAINTIFF.
SEE BODY OF JUDGMENT AS TO DISTRIBUTION OF FUNDS.
CON RAIL ADDED TO OUR INDEX.
CONRAIL ADDED TO OUR INDEX.
CONSOLIDATED RAIL CORP ADDED TO OUR INDEX.
*** End of Abstract ***

Charles Jones

SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: J-084389-1991 CASE NUMBER: L-00725-91
DATE ENTERED: 08/01/91 DATE SIGNED: 08/01/91
TYPE OF ACTION: TORT CLAIM
VENUE: GLOUCESTER

DEBT: $ 35,000.00

CREDITOR(S):
DEBRA HENNESSEY , G/A/L FOR
ROBERT HENNESSY JR.
ATTORNEY: HOFFMAN, DI MUZIO, HOFFMAN ET AL
DEBTOR(S):
CONSOLIDATED RAIL CORP.
(No Address)
KAWASAKI MOTORS CORP. USA
(No Address)
AMERICAN HONDA CORP.
(No Address)
ISJ & DISBURSEMENTS

IN FUTURE PAYMENTS THROUGH STRUCTURED SETTLEMENT.
11-05-91 CERTAIN PREMISES LYING IN THE BORO OF JAMESBURG, MIDDLESEX COUNTY, N.J., RELEASED AS TO THE LIEN OF THIS JUDGMENT; RECORDED 11-19-91.
CON RAIL ADDED TO OUR INDEX.
CONRAIL ADDED TO OUR INDEX.
*** End of Abstract ***

CIIJ®

Stephen Phillips

RN05-153-09944 RE: HR 24,030 5
653-0839-20

UNITED STATES DISTRICT COURT
JUDGMENT NUMBER: CV-004969-1993
DATE ENTERED: 12/05/96
TYPE OF ACTION: CIVIL

DAMAGES: $ 6,500,000.00

CREDITOR(S):
JOHN W BLASENA
ATTORNEY: ALAN YORK MEDVIN
DEBTOR(S):
CONSOLIDATED RAIL CORPORATION
(No Address)
D/B/A
CONRAIL
(No Address)

02-07-97 PARTIAL SAT. FOR $4,668,731.45.
*** End of Abstract ***

Charles Jones

UNITED STATES DISTRICT COURT
JUDGMENT NUMBER: CV-000907-2001
DATE ENTERED: 12/08/03
TYPE OF ACTION: CIVIL

DAMAGES: $ 600,000.00
FILE DATE: 12/05/03
AMOUNT AMENDED

CREDITOR(S):
MICHAEL J MAICHER
ATTORNEY: JOSEPH A COFFEY
DEBTOR(S):
CONSOLIDATED RAIL CORPORATION
(No Address)
ATTORNEY: ADLER & O'HALLORAN

01-23-04 ORDER AMENDING JUDGMENT FROM $600,000.00 TO $800,000.00.
RECORDED 01-27-04
*** End of Abstract ***

CIIJ®

****
*** UNITED STATES PATRIOT NAME SEARCH ***
****

CHARLES JONES INC

HEREBY CERTIFIES TO:

653-0839-20 RE: HR 24,030

HUDSON REALTY ABSTRACT COMPANY
P O BOX 8188
JERSEY CITY NJ 07306-

THAT IT HAS SEARCHED THE LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF THE TREASURY, PURSUANT TO EXECUTIVE ORDER 13224 AS AMENDED BY EXECUTIVE ORDER 13268, AND REPORTS THE FOLLOWING FINDINGS WITH RESPECT TO THE NAME(S) LISTED BELOW:

	THROUGH
CONSOLIDATED RAIL CORPORATION (Entity)	05-31-2005

Charles Jones

****
***** CLEAR PATRIOT NAME SEARCH *****
****

NOTE: According to the U.S. Department of Treasury, no U.S. person may deal with any Libyan or Iraqi government official whether their name appears on the list or not.

DATE ISSUED: 06-02-2005

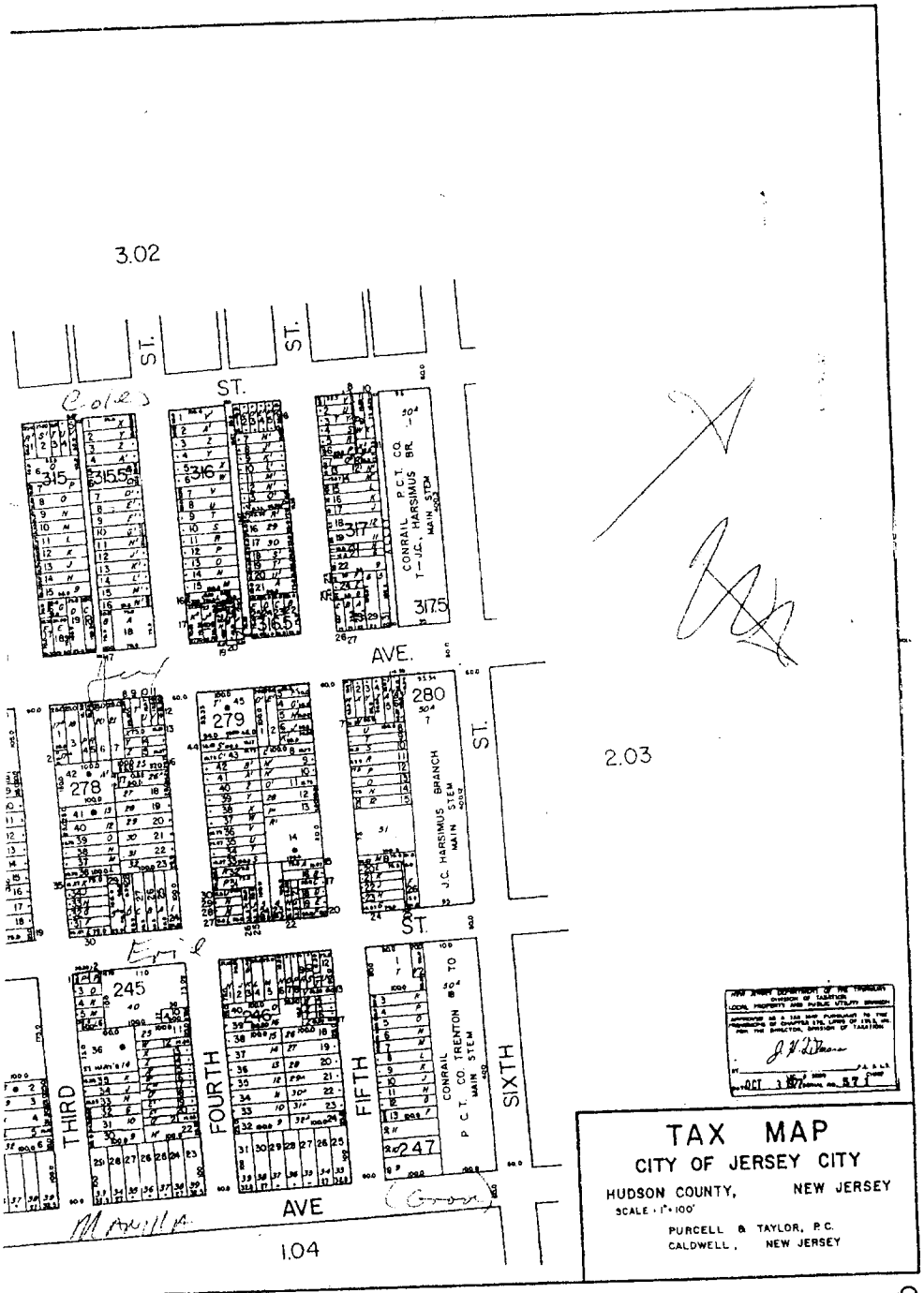
IN WITNESS WHEREOF, CHARLES JONES INC HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS PRESIDENT.

FEES: $ 2.00

PA05-153-09945 153 1019153 02

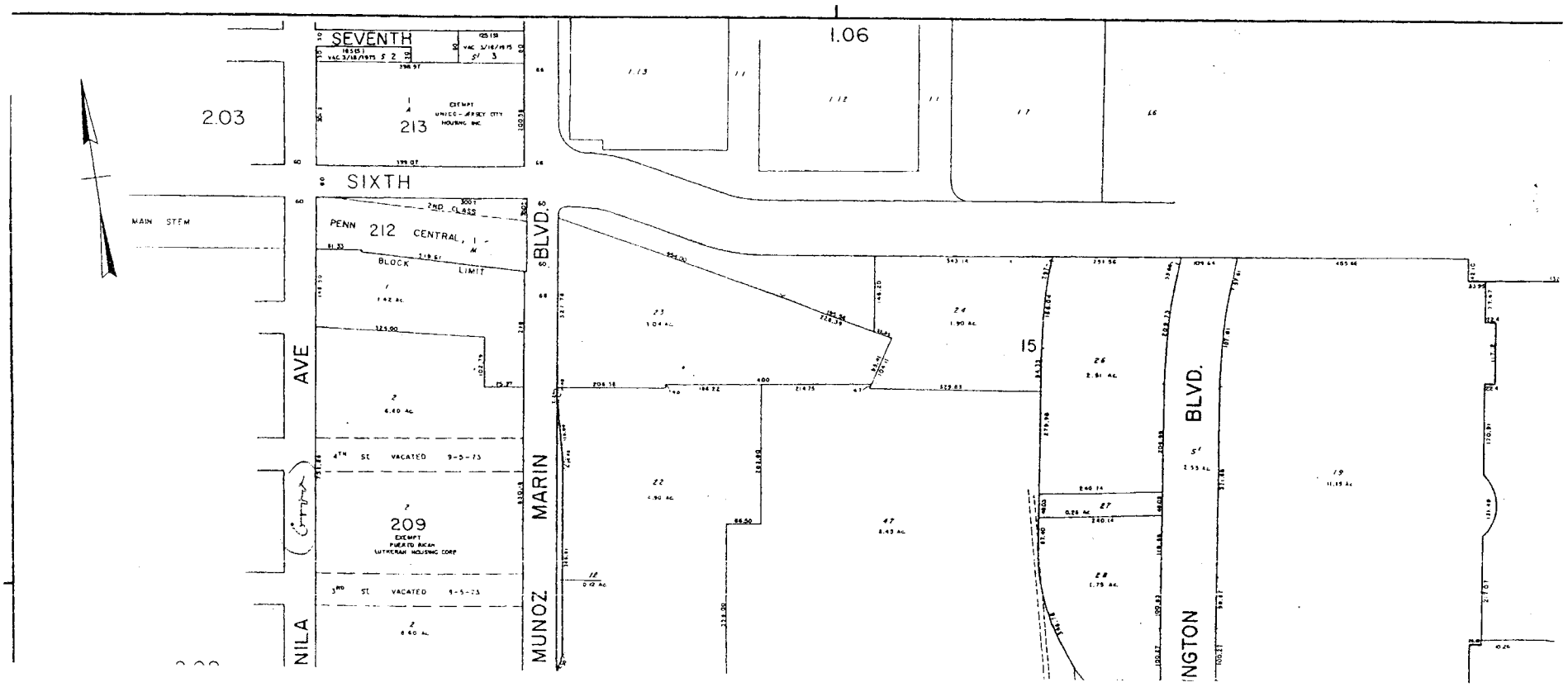
CIIIJ®

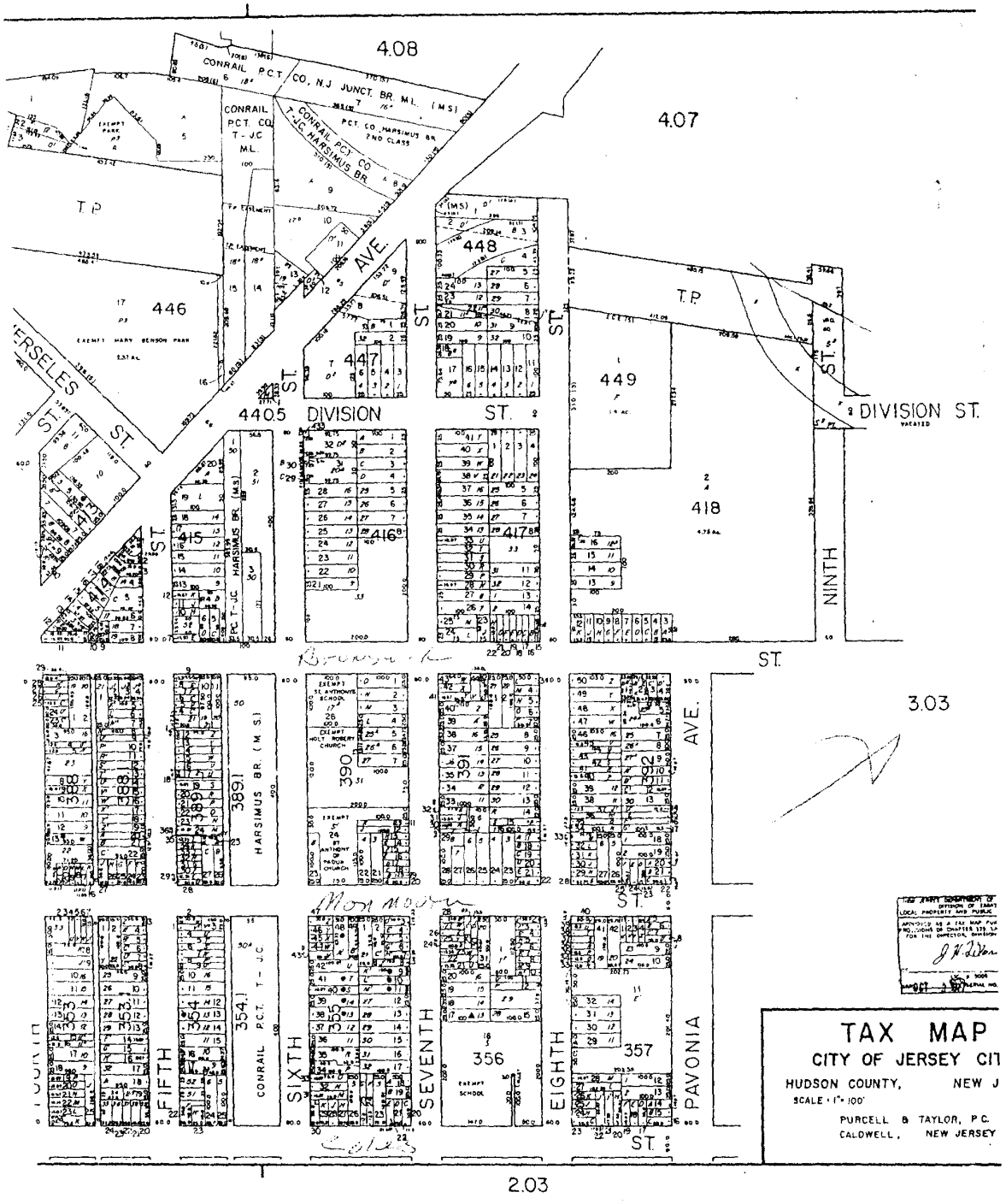
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CONRAIL P.C.T. CO. T-J.C. HARSIMUS BR. MAIN STEM
J.C. HARSIMUS BRANCH MAIN STEM
CONRAIL P.C.T. CO TRENTON BR. TO MAIN STEM
THIRD
FOURTH
FIFTH
SIXTH
AVE
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TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE - 1" = 100'
PURCELL & TAYLOR, P.C.
CALDWELL, NEW JERSEY

2

2.02


SEVENTH
SIXTH
2.03
1.06
213
EXEMPT
UNITED - JERSEY CITY HOUSING INC.
212
PENN CENTRAL, I - M
MAIN STEM
BLOCK LIMIT
2ND CLASS
209
EXEMPT
PUERTO RICAN LUTHERAN HOUSING CORP
4TH ST VACATED 9-5-73
3RD ST VACATED 9-5-73
NILA AVE
MUNOZ MARIN BLVD.
15
BLVD.
INGTON


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CONRAIL P.C.T. CO, N.J. JUNCT. BR. M.L. (M.S.)
CONRAIL P.C.T. CO. T-J.C. M.L.
CONRAIL P.C.T. CO. T.J.C. HARSIMUS BR.
P.C.T. CO. HARSIMUS BR. 2ND CLASS
T.P.
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DIVISION ST.
DIVISION ST. VACATED
AVE.
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NINTH
HARSIMUS BR. (M.S.)
CONRAIL P.C.T. T-J.C.
388
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FIFTH
SIXTH
SEVENTH
EIGHTH
PAVONIA
TAX MAP
CITY OF JERSEY CI
HUDSON COUNTY, NEW J
SCALE 1" = 100'
PURCELL & TAYLOR, P.C.
CALDWELL, NEW JERSEY

Document No.

UNJ-CRC-RP-4

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

DEED

THIS DEED IS MADE BY AND BETWEEN

FAIRFAX LEARY,

AS TRUSTEE OF THE PROPERTY OF

THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, DEBTOR

("Grantor"), whose address is 1404 Mt. Pleasant Road,
Villanova, Pennsylvania 19085

AND

CONSOLIDATED RAIL CORPORATION,

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

UNLOCATED

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

WHEREAS, by orders of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 70-347-A the above-named individual was duly appointed and is now serving as Trustee of the property of the Debtor; and

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

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

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

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

County of Hudson, State of New Jersey

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

REL-3286 PG 757

Revised

F 10 10 78

Document No.
UNJ-CRC-RD-4

EXHIBIT B

TO THE DEED BY AND BETWEEN

FAIRFAX LEARY,

AS TRUSTEE OF THE PROPERTY OF

THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Hudson, State of New Jersey

RESERVED AND EXCEPTED BY THE GRANTOR

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

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

This Exhibit B consists of the following pages only: B-1, B-2, B-3, B-4, B-4-A, B-4-B, B-4-C, B-5-Revised, B-5-A, B-5-B, B-6, B-8, B-9, B-10-Revised, B-11-Revised, B-12-Revised, B-13-Revised, B-14-Revised, B-15-Revised, B-16-Revised, B-17-Revised, B-18-Revised, B-19-Revised, B-19-A, B-20, B-21-Revised, B-21-A, B-21-B, B-22, B-23-Revised, B-24, B-25, B-25-A, B-27, B-28-Revised, B-29, B-29-A.

UR 3286 PG 771

Document No.

UNJ-CRC-RP-4

All that parcel of land situate in the City of Jersey City, County of Hudson, State of New Jersey, and being designated Parcel No. NJA 10i 03-4 on Railroad Valuation Map No. 370-8377-1-002-1, as revised to December 31, 1961, and being all of the land of The United New Jersey Railroad and Canal Company, as shown on the Map, which lies westerly of the southwesterly line of Newark Avenue and northerly of the following described line:

Beginning at a point on the southwesterly line of Newark Avenue and distant 20 feet measured northwardly and radially from the centerline of the Near Track of the Harsimus Branch of said Railroad Company, as it was located on November 7, 1975;

Thence, extending in a westerly direction, parallel with said centerline a distance of 370 feet to a point on property line of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1420-2.5.

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

LIBER 3286 PG 781

Document No.

UNJ-CRC-RP-4

EXHIBIT A

TO THE DEED BY AND BETWEEN

FAIRFAX LEARY,

AS TRUSTEE OF THE PROPERTY OF

THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Hudson, State of New Jersey

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

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

This Exhibit A consists of the following pages only: A-1, A-2, A-3, A-4, A-5, A-7, A-8, A-9, A-10, A-11.

LIBER 3286 PG 761

Document No.

UNJ-CRC-RP-4

Situate in the County of Hudson, State of New Jersey, and being The United New Jersey Railroad and Canal Company's line of railroad known as the Penn Central Harsimus Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County at Harsimus Cove, passes through Journal Square, and terminates in the County near the junction with the Penn Central New York-Philadelphia Main Line, west of the New Jersey Turnpike Overhead Bridge.

The line of railroad described herein is identified as Line Code 1420 in the records of the United States Railway Association.

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

BK-3286 PG 762

Document No.

UNJ-CRC-RP-4

Situate in the County of Hudson, State of New Jersey, and being The United New Jersey Railroad and Canal Company's line of railroad known as the Penn Central Passaic Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line enters the County near the Passaic River under the New Jersey Turnpike Bridge, and terminates in the County near Meadows Yard.

The line of railroad described herein is identified as Line Code 1421 in the records of the United States Railway Association.

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

LIBER 3286 PAGE 763

Document No.
PC-CRC - RP-101

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

DEED

THIS DEED IS MADE BY AND BETWEEN

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR,

AS TRUSTEES OF THE PROPERTY OF

PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

(collectively "Grantor"), whose address is Six Penn Center, Philadelphia, Pennsylvania 19104

AND

CONSOLIDATED RAIL CORPORATION,

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

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

WHEREAS, by orders of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 70-347 the above-named individuals were duly appointed and are now serving as Trustees of the property of the Debtor; and

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

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

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

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

County of Hudson, State of New Jersey

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

MEL 3286 PG 872

[redacted]

F 10079

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

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

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

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

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

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

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

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

RESERVING AND EXCEPTING, HOWEVER, TO THE GRANTOR:

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

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

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

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

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

FILED AND RECORDED
OCT 12 1978
DONALD LAN
RECORDER OF SURVEYS

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

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

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

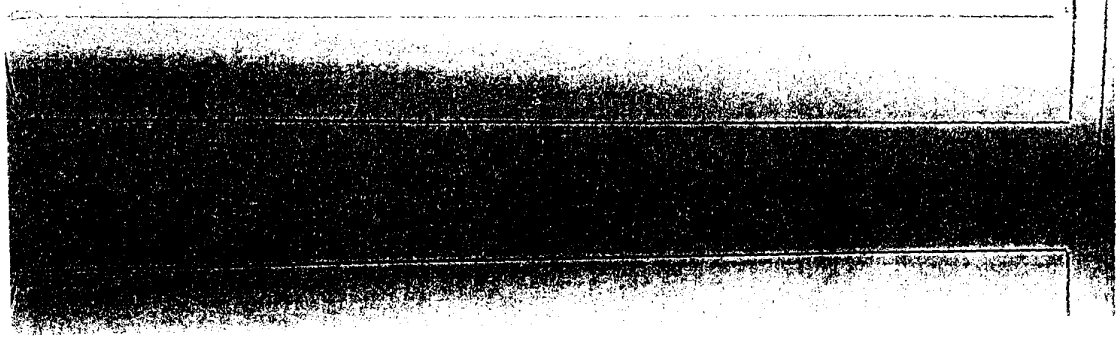
E. All mineral rights owned by the Grantor in any parcel as to which an interest in the surface is not conveyed by this Deed.

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

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

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

LIBER 3286 PG 874



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

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

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

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

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 30th day of March, 1976 by Malcolm V. Lane, Jr. being duly authorized so to do by order of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 70-347.

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

Signed and Acknowledged in the Presence of:

Walter V. Peters

Walter V. Peters

Anna Freund

Anna Freund

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR, AS TRUSTEES OF THE PROPERTY OF PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

By Malcolm V. Lane Jr. L.S.

Malcolm V. Lane, Jr.
OFFICER

DISTRICT OF COLUMBIA, SS:

On this 30th day of March, 1976, before me, a Notary Public authorized to take acknowledgements and proofs in the District of Columbia, personally appeared Malcolm V. Lane, Jr., personally known to me to be the person whose name is subscribed to the foregoing Deed, bearing the same date as this certificate of acknowledgement, and acknowledged himself to be an Officer of Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of the Property of Penn Central Transportation Company, Debtor, and that as such Officer and being authorized so to do, he executed the foregoing Deed on behalf of and in the name of the Trustees as their free act and deed for the purposes therein contained.

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

Dorothy L. Matz

Dorothy L. Matz
Notary Public in and for
the District of Columbia
My commission expires January 31, 1980

This Instrument Prepared By:

United States Railway Association
Pursuant to the Act

Document No.

PC-CRC - RP-101

EXHIBIT A

TO THE DEED BY AND BETWEEN

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR,

AS TRUSTEES OF THE PROPERTY OF

PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Hudson, State of New Jersey

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

This Exhibit A consists of pages A-1 through A-3 inclusive.

LIBER 3286 PG 876

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

Document No.
PC-CRC-RP-101

Situate in the County of Hudson, State of New Jersey, and being The Penn Central Transportation Company's line of railroad known as the River Line (Waldo Connection) and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County in Weehawken, connecting to another line of railroad known as River Line (West Shore), passes through Hoboken, and terminates in the County, at the junction with Harsimus Branch East of Journal Square.

The line of railroad described herein is identified as Line Code 1412 in the records of the United States Railway Association.

LIBER 3286 PAGE 877

JRK-wrl - M-8629-(003)-E3A,E3B,E3C, E3D M-8629-(003)

Form DL-40 8/76

William F. Hyland
Attorney General of New Jersey
Attorney for Plaintiff
1035 Parkway Avenue
Trenton, New Jersey 08625
(609) 292-5520

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION HUDSON COUNTY
Docket No. L-88146-77

STATE OF NEW JERSEY, By the
COMMISSIONER OF TRANSPORTATION,

Plaintiff,

vs.

Fairfax Leary, Trustee of the property of the United New Jersey Railroad and Canal Company, a corporation of New Jersey; et al,

Defendants.

CIVIL ACTION

DECLARATION OF TAKING

Plaintiff, State of New Jersey, by the Commissioner of Transportation, hereby declares that:

1. Possession of the land and premises described in the complaint, filed herein, is hereby taken by and for the use of the Department of Transportation of the State of New Jersey.

2. The Department of Transportation of the State of New Jersey is entitled to the exclusive possession and use of the premises aforesaid and will forthwith enter into and take possession

LIBER 3250 PG 259

address of each, 6 Penn Center Plaza, Philadelphia, Pennsylvania, each of whom, by reason of an unrecorded lease, have or may claim to have an interest therein; Consolidated Rail Corporation, a corporation of Pennsylvania, address, Agent, Corporation Trust Company, 15 Exchange Place, Jersey City, New Jersey, which, by reason of whatever interest it may have by an alleged unrecorded deed, has or may claim to have an interest therein; City of Jersey City, in the County of Hudson, a municipal corporation of New Jersey, address, care of Clerk, Thomas F. X. Smith, City Hall, 280 Grove Street, Jersey City, New Jersey 07302, which, by reason of certain taxes and assessments, duly levied and assessed, has or may claim to have an interest therein.

ALAN SAGNER
Commissioner of Transportation

By: James V. Hyde, Jr.
James V. Hyde, Jr.
Director of Right of Way,
Transportation

LIBER 3250 PG 261

G-1658(RJM:as)

Easements in certain land and premises, situate, lying and being in the City of Jersey City, in the County of Hudson and State of New Jersey and particularly described as follows:

Parcels E3A, E3B, E3C and E3D, as indicated on a map entitled: "New Jersey Department Of Transportation, GENERAL PROPERTY PARCEL MAP, HENDERSON STREET, From Second Street To Pavonia Avenue, Showing Existing Right Of Way And Parcels To Be Acquired In The City of Jersey City, County of Hudson, Scale: As Indicated 1975"; and as shown more particularly on a map attached hereto, made a part hereof,marked "Exhibit "B", entitled: "NEW JERSEY DEPARTMENT OF TRANSPORTATION, HENDERSON STREET, FROM SECOND STREET TO PAVONIA AVENUE, PARCELS E3A, E3B, E3C & E3D, CITY OF JERSEY CITY, COUNTY OF HUDSON, SCALE: 1"=40', DECEMBER 1, 1976";

Parcel E3A, consisting of the right at about Station H 14+50 (Base Line Henderson Street Stationing), to construct and maintain a highway and appurtenances upon lands of the owner as shown on the aforesaid maps; together with the right to remove the existing railroad bridge and to construct and maintain a railroad bridge for carrying railroad tracks over Henderson Street at the aforesaid location, including temporary trestle facilities for use during said construction;

Parcels E3B and E3C, consisting of the right at about Station 8+50 and Station 11+80, respectively, (Base Line Henderson Street Stationing), to enter upon lands of the owner with men, material and equipment for the purpose of grading as far as the line marked "Limit Of Grading";

Parcel E3D, consisting of the right at about Station H 14+50 (Base Line Henderson Street Stationing), to construct and maintain a highway and appurtenances upon lands of the owner, as shown on the aforesaid maps; together with the right to remove the existing railroad bridge and to construct and maintain a railroad bridge for carrying railroad tracks over Henderson Street at the aforesaid location, including temporary trestle facilities for use during said construction;

TOGETHER WITH the right to form and maintain slopes grading Henderson Street as far as the line marked "Slope E.W." on the aforesaid maps, including the right to top soil, seed, plant trees, vines and shrubs and to maintain the same so as to stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the roadway; PROVIDED, HOWEVER, that the slope easement may be annulled only after the State has been given sufficient notice to remove the aforementioned stabilizing and landscaping items and by furnishing and maintaining adequate support or protection for the roadway so as to make the continuance of the slope right unnecessary;

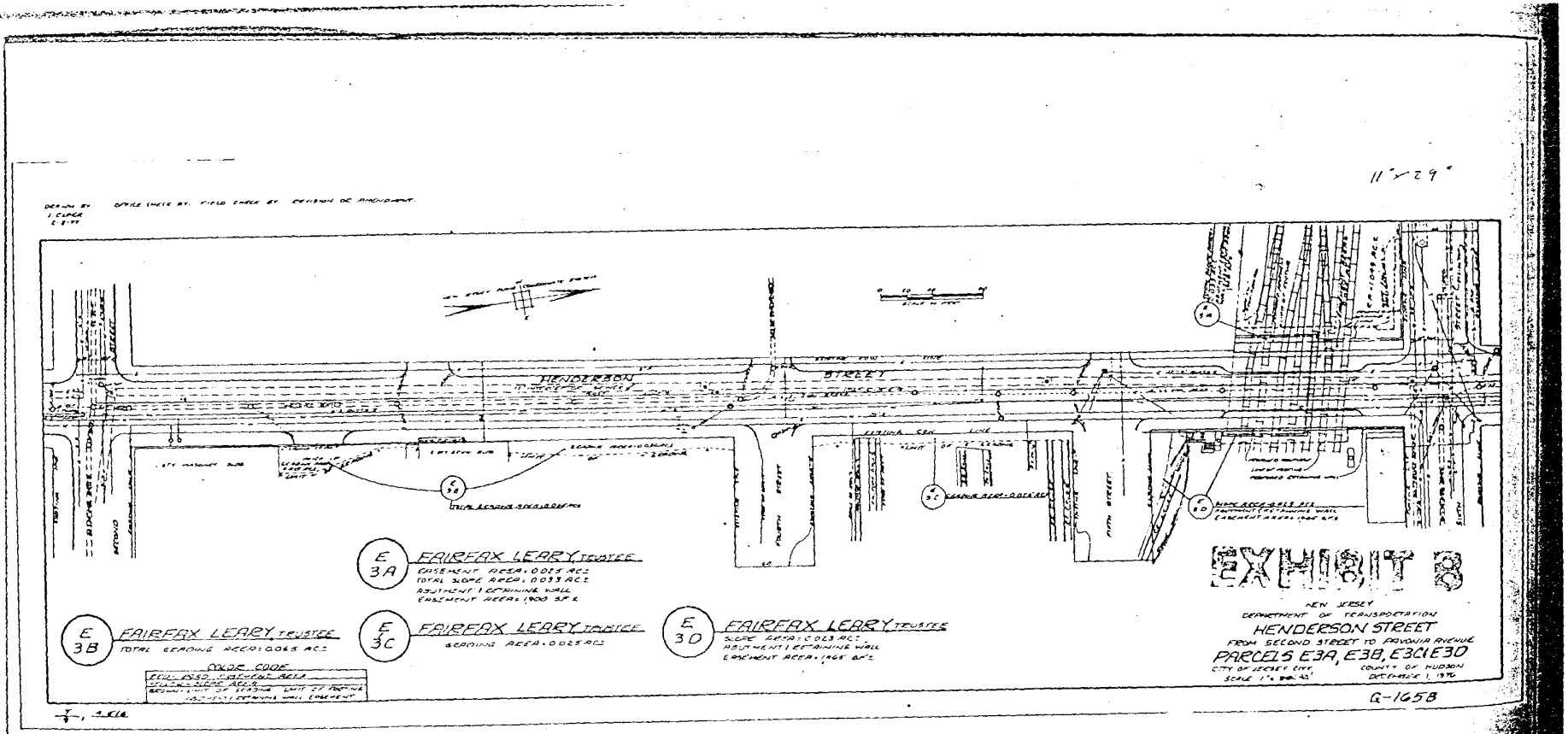
AND ALSO the right to construct and maintain retaining walls, footings and appurtenances at the locations shown on the aforesaid maps;

Being easements in Lots A2, A3, C17 and C2E in Block 15, in Lots A1, P and 1-12 in Block 17 and in Lot M in Block 212 on the tax map of the City of Jersey City;

SUBJECT TO all public utility easements recorded or unrecorded affecting the herein described premises;

The above described premises are color-coded on "Exhibit "B" in the following manner: Red-Road Easement Area, Yellow-Slope Area, Brown-Limit of Grading, Limit of Footing, Abutment & Retaining Wall Easement.

EXHIBIT A


HENDERSON STREET
FOURTH STREET
FIFTH STREET
E 3A FAIRFAX LEARY TRUSTEE
EASEMENT AREA: 0.015 AC±
TOTAL SLOPE AREA: 0.039 AC±
RETAINING WALL EASEMENT AREA: 1900 S.F.±
E 3B FAIRFAX LEARY TRUSTEE
TOTAL GRADING AREA: 0.065 AC±
E 3C FAIRFAX LEARY TRUSTEE
GRADING AREA: 0.025 AC±
E 3D FAIRFAX LEARY TRUSTEE
SLOPE AREA: 0.013 AC±
RETAINING WALL EASEMENT AREA: 1465 S.F.±
COLOR CODE
EXISTING STREET AREA
PROPOSED SLOPE AREA
PROPOSED LIMIT OF GRADING
RETAINING WALL EASEMENT
EXHIBIT B
NEW JERSEY
DEPARTMENT OF TRANSPORTATION
HENDERSON STREET
FROM SECOND STREET TO PROVOST AVENUE
PARCELS E3A, E3B, E3C & E3D
CITY OF JERSEY CITY
COUNTY OF HUDSON
SCALE 1" = 40'
DECEMBER 1, 1976
Q-1658

RECEIVED
APR 14 1 09 PM '78
HUDSON COUNTY
REGISTER OF DEEDS

CHARGE 1904 5.25

CHARGE

Bm
Unlocated

LIBER 3250 PG 265

DEED OF EASEMENT

3/11/85 exempt Kessete

THIS AGREEMENT, made this 29th day of December, 1983, between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, with its registered office at Six Penn Center Plaza, Philadelphia, Pennsylvania 19104, hereinafter referred to as "Grantor" and Public Service Electric and Gas Company, a New Jersey corporation, with its principal offices at 80 Park Plaza, Newark, New Jersey 07101, hereinafter referred to as "Grantee."

WHEREAS, Grantor or its predecessors have entered into agreements (the "Agreements") with Grantee or its predecessors for the construction, maintenance, and use of certain crossings and occupations over, across, along, or under the land of Grantor at various locations in Hudson county, New Jersey; and

WHEREAS, the Agreements generally provide for annual use payments and for termination upon short notice; and

WHEREAS, the parties hereto desire to replace the Agreements with an easement as hereinafter set forth for such crossings and occupations in consideration of a lump sum payment.

NOW, THEREFORE, WITNESSETH that Grantor, for and in consideration of One Million Five Hundred Twenty-eight Thousand Six Hundred Twenty-seven dollars and sixty cents ($1,528,627.60), receipt of which is hereby acknowledged, and in further consideration of Grantee keeping and performing the covenants and conditions hereinafter stated on the part of Grantee to be kept and performed, does hereby grant unto Grantee, to the extent the title of Grantor so permits, a permanent easement only for the space and dimensions required for use and occupation as now existing under those certain documents on file in the office of the Registrar of Grantor and in the office of the Secretary of Grantee, the first page of said documents are designated Appendix A and are attached hereto and made a part hereof, together with the right to enter the land of Grantor to maintain, repair, alter, replace, relocate, use and remove those certain crossings and occupations over, across, along or under the land of Grantor described in Appendix A, such crossings and occupations, together with any appurtenances thereto, hereinafter referred to singularly as the "Facility" and collectively as the "Facilities."

1.1 The location and construction plans referred to in the documents designated Appendix A shall continue to apply to the Facilities, and no change shall be made therefrom, including, but not limited to, change in location, nature, size, number, or use of any Facility, without the prior written consent of the General Manager-Contracts of Grantor or his designee, (hereinafter referred to as the "GM-Contracts").

1.2 Any maintenance, repair, alteration, relocation, replacement, or removal of the Facilities shall be done under general conditions, and with materials, satisfactory to and approved by the GM-Contracts and shall not interfere with the proper and safe use and operation of the property of Grantor. Such general conditions may include, but are not limited to, the furnishing of flagmen, watchmen, or inspectors. Grantee agrees to pay Grantor the reasonable time and expense of the flagmen, watchmen or inspectors. The furnishing or failure to furnish flagmen, watchmen or inspections by Grantor shall not release Grantee from any liability assumed by Grantee under this Deed.

PREPARED BY:
FRANCIS J. CLIFFORD, ESQ.

3/11/85

BK 3446 246

2. In the event of new construction, expansion, or changes in the existing Facilities (including without limitations any changes in the nature of the product carried by, through, in, or upon the Facilities), Grantor reserves the right to assess an additional consideration for the expansion of the easement which Grantee hereby agrees to pay. However, the following types of expansion or changes in the existing facilities are not to be considered as expansion of the easement area and will not involve the assessment of an additional consideration by the Grantor to the Grantee:

a. Replacement of existing Facilities with similar facilities involving larger capacity, higher operating pressure and/or higher voltage up to a maximum of 69 KV.

b. Additions to, changes in, or replacement of cables in existing duct lines.

c. Additions to, changes in, or replacement of pipes or conduits in existing casings.

3. Grantee shall maintain, repair, and renew the Facilities. In the event of an emergency, Grantor, for the purpose of protecting and safeguarding its property, traffic, patrons, or employees from damage, or injury, may, with prior oral notice to Grantee, enter the easement area to perform such maintenance, repairs, or replacement as it may deem reasonably adequate and necessary, all at the sole cost and expense of Grantee.

4. Grantor shall have the right to inspect the Facilities at any time. In addition, Grantee hereby consents to the inspection of its facilities for an appropriate distance adjacent to the land of Grantor, it being understood that the method of construction and the materials used in the construction, reconstruction, maintenance, repair, alteration, renewal, replacement, or relocation of the Facilities may have a significant impact upon the strength and stability of facilities over, under or in the land of Grantor.

5. Grantee shall not commence any relocation or any substantial alteration, new construction, or replacement of the Facilities unless and until the field mechanics related thereto shall have received the prior approval of the Chief Engineer-Design and Construction of Grantor, or his representative, which approval shall not be unreasonably withheld.

6. Grantee shall comply with all statutes, regulations, orders, directives, ordinances, and similar promulgations of law applicable to the Facilities, and shall assume all cost, expense, and responsibility in connection therewith, without any liability therefor on the part of the Grantor, and Grantee hereby agrees to indemnify and defend Grantor against, and hold Grantor harmless from, all costs, fines, penalties, and expenses (including, but not limited to, the fees of attorneys) arising from the failure of Grantee to so comply.

7.1 Grantee understands that the railroad operations at or near the Facilities involve some risk, and Grantee as part of the consideration for this Deed, and with full knowledge and appreciation of such risk, hereby releases and waives any right to ask for or demand direct or consequential damages for or on account of any loss or injury to any property and to the Facilities and contents thereof that are over, under, upon, or in the property of Grantor, including loss of, or interference with, service or use thereof, unless such loss or injury is proved by Grantee to be due solely to the negligence of Grantor.

7.2 As part of the consideration of this Deed, Grantee covenants and agrees to indemnify and defend Grantor against, and hold Grantor harmless from, any and all claims, actions, and proceedings, for death and bodily injury to any person which may be brought or asserted, by, or on behalf of, any person, firm, or corporation, arising from, or in connection with, this Deed, irrespective of the act, omission, or neglect of any person, firm, or corporation, as well as all costs, expenses, and liabilities incurred in connection with any such claim, action, or proceeding brought thereon (including, without limitation, the fees of attorneys, investigators, and experts), unless such act, omission, or neglect is determined to have been caused by negligence of Grantor.

7.3 Grantee agrees to indemnify, save harmless, and defend Grantor from and against all claims, actions, or legal proceedings under the Federal Employer's Liability Act and any amendments to such Act now or hereafter in effect, alleging or claiming, in legal effect, that Grantor in respect to that portion of its land which lies under or near the Facilities, failed to correct or guard against an unsafe condition or failed to furnish a safe place to work, if such unsafe condition or failure to provide a safe place to work is the result of the existence of Grantee's Facilities. Failure by Grantor to make verbal or written complaints to Grantee with respect to unsafe working conditions or with respect to Grantee's failure to carry out its obligations under this Deed, or knowledge on the part of Grantor of such unsafe working conditions or place to work, shall not be deemed to constitute acquiescence therein by Grantor or actionable negligence on the part of Grantor.

7.4 If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. Except as provided in paragraph 9 of this Deed, all cost and expense in connection with the construction, reconstruction, maintenance, repair, alteration, renewal, relocation, replacement, or removal of the Facilities shall be borne by Grantee, and in the event of work being perform or material furnished by Grantor under the stipulated right to perform such work under any paragraph hereof, Grantee agrees to pay to Grantor the actual cost of material and labor, plus all then currently applicable overhead costs and charges relative thereto as developed and published by the Accounting Department of Grantor. Grantee agrees to pay such bills within thirty (30) days of the presentation thereof by Grantor.

9. In the event Grantee determines that all or part of any occupation under this Deed of Easement referred to in Appendix A is no longer essential in connection with the use provided for thereunder, Grantee shall (a) remove from the Grantor's property, in a manner satisfactory to the GM-Contracts, such of the Facilities as have been abandoned and restore said property to a condition satisfactory to the Grantor and (b) deliver to the Grantor a release of Deed of Easement, in recordable form, with respect to such easement or portion thereof no longer required.

10. Grantee shall, within thirty (30) days following receipt of written notice from Grantor, commence to relocate, strengthen, support, or otherwise protect or modify any of the Facilities (any such request action being hereinafter referred to as a "Modification"). Such Modification shall be performed at the cost and expense of Grantee. Grantor shall provide so much of its land or improvements to Grantee for such Modification. The obligation of Grantee to pay for such Modification shall be conditioned upon such Modification being necessary for the railroad business of Grantor; or being required of Grantor by a governmental entity; or being required of Grantor pursuant to contract with holder of an easement of or from Grantor, all existing prior to the date of this Deed, irrespective of whether such necessity or requirement is temporary or permanent. However, neither Grantor nor Grantee shall be required to pay for a Modification of the Facilities occasioned by a third party after the date of this Deed. All construction in connection with any Modification shall comply with the terms and conditions of this Deed.

11.1 In the event the Facilities consist of electrical power or communication wires and appurtenances, Grantee shall promptly remedy any inductive interference arising from, or in connection with, the presence of the Facilities, and if Grantee fails to do so, then Grantor may do so, and Grantee agrees to pay to Grantor on demand the full cost and expense thereof.

11.2 In the event the Facilities consist of an underground occupation, Grantee shall be responsible for any settlement caused to the roadbed, tracks, facilities, or appurtenances of Grantor arising from, or in connection with, construction, reconstruction, maintenance, repair, alteration, renewal, relocation, replacement, or removal of the Facilities for a period of one (1) year subsequent to the date of completion of such work, and Grantee agrees to pay to Grantor on demand the full cost and expense of correcting such settlement.

12. As further part of the consideration for this Deed, Grantee covenants and agrees to indemnify, defend, and hold Grantor harmless from and against any liens, assessments, taxes, or charges of any kind made against Grantor or any of its property by reason of the construction, maintenance, or use of any of the Facilities, and Grantee convenants and agrees to pay to Grantor, promptly upon bills rendered therefor, the full amount of any such liens, assessments, taxes, or charges rendered against Grantor and any of its property, including penalties, interest, late fees, and costs to remove or bond any such lien, assessment, tax, or charge. Grantee shall have the right to contest or appeal the imposition of any tax assessment provided that Grantee deposit the amount claimed due with the taxing authority or with Grantor prior to such contest or appeal.

13. The easement herein granted is subject to the railroad uses and facilities of Grantor located on the land hereinabove described. Grantor reserves the right to use such land, or any part thereof, for rail transportation and related purposes, and for all other purposes which are not inconsistent, or do not interfere, with, or impair, the right granted by this Deed.

14. If Grantee's right to exercise the easement herein conveyed shall be challenged through legal process by any third party on the ground that Grantor did not have sufficient interest to convey an easement therein, Grantor consents and agrees in such event, and insofar as it may lawfully do so, to the acquisition by amicable negotiations by Grantee of easements in and to the Facilities, or in lieu thereof, by the power of eminent domain, upon the provision that such easements so acquired shall be subject to and exercised in accordance with the terms and provisions of this Deed. If, however, the easements are acquired as aforesaid, then Grantor shall pay to Grantee, as liquidated damages, the amount of consideration paid under this Deed by Grantee, prorated, however, to the portion or portions of land under this Deed to which it is proved that Grantor has insufficient title.

15. The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" or "Grantees", respectively, whenever the sense of this Deed so requires. Wherever in this Deed the word "Grantor" appears, it shall be deemed to include the officers and employees of Grantor.

16. The terms and conditions of this Deed shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

17. If any part of this Deed is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this Deed, and the remaining parts of this Deed shall be enforced as if such invalid, illegal, or unenforceable part was not contained herein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Deed to be fully executed the day and year first-above written.

Attest:

Assistant Secretary
J. P. McGeehan

CONSOLIDATED RAIL CORPORATION

By: L. Stanley Crane

CHAIRMAN AND CHIEF EXECUTIVE OFFICER
L. Stanley Crane

Attest:

By:
Assistant Secretary

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

By: Everett L. Morris

Senior Vice President
Everett L. Morris

This Contract has been prepared, reviewed and approved as to legal content by the Law Department of Consolidated Rail Corporation.

Francis J. Clifford

THE PENNSYLVANIA RAILROAD COMPANY

Crossing Agreement for Electric Power Lines and for
Telegraph and Telephone Wires, Cables and
Poles of Public Utilities

THIS AGREEMENT, made this 15th day of December in the year of our Lord one thousand nine hundred and twenty six (A. D. 1926), between THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, and THE PENNSYLVANIA RAILROAD COMPANY, Lessee of the said United New Jersey Railroad and Canal

Company, operating the

hereinafter called the "Railroad Company", party of the first part and the PUBLIC SERVICE ELECTRIC AND GAS COMPANY, Incorporated with a seal - State of New Jersey

hereinafter called the "Utility Company", party of the second part

WHEREAS, the above named Utility Company desires to construct and maintain certain wire and/ or cable lines consisting of one 12 duct conduit line, encased in concrete and containing insulated electric cables, under

and across the right-of-way or property of the said Railroad Company at a point at terminus of Van Wagenan Avenue and under our right-of-way to Newark Avenue, and adjacent to Marion Station of the Railroad Company at Jersey City in the County of Hudson and State of New Jersey

SEPARATION NO. P 158-14

263666

APPENDIX "A" 3416 383

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 593 **OF** 973 **RENT NUMBER** 29200692

GRANTEE IDENTIFICATION _____

FILED UNDER 60/1295E
SECRETARY'S OFFICE

THIS AGREEMENT made this 1st day of February, in the year of our Lord One thousand nine hundred and twenty-seven (A. D. 1927), between THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY and THE PENNSYLVANIA RAILROAD COMPANY, Lessee of The United New Jersey Railroad and Canal Company, hereinafter called the "Railroad Companies", parties of the first part, and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation organized and existing under the laws of the State of New Jersey, hereinafter called the "Electric Company", party of the second part;

WITNESSETH, that the said Railroad Companies hereby grant to the said Electric Company permission and privilege, as a mere license, revocable and terminable upon notice as hereinafter provided, to construct and maintain four (4) No. 2 - 4,156 volt wires, two (2) No. 1 - 3,500 volt wires and two (2) No. 4 - 550 volt wires over and across the property, right of way and tracks of the Railroad Companies, on their Harsimus Branch, New York Division, in the line of Coles Street, between Fifth and Sixth Streets, and to attach and maintain one (1) guy wire to that portion of the southerly retaining wall of the Railroad Companies (Harsimus Branch Elevation) on the easterly side of Coles Street and one (1) guy wire to that portion of the said retaining wall on the westerly side of Coles Street, in the City of Jersey City, County of Hudson and State of New Jersey, the location of which wire facilities as shown in yellow on that portion marked Exhibit "A" of the plan attached hereto and made a part hereof, and the detail of construction as shown on those portions marked Exhibits "B" and "C", respectively, of the said plan; under and subject to the following terms and conditions, which are agreed and assented to by the Electric Company, to wit:

SEPARATION NO. P 158-15

175904

APPENDIX "A" 3116 384

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 594 OF 973 RENT NUMBER 19700702

GRANTEE IDENTIFICATION FILED UNDER 60/S32E SECRETARY'S OFFICE

SEPARATION NO. P158-14

263667

APPENDIX "A" 3416 385

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 595 OF 973 RENT NUMBER 29700742

GRANTEE IDENTIFICATION _____

FILED UNDER 60/1316E
SECRETARY'S OFFICE

THE PENNSYLVANIA RAILROAD COMPANY

AGREEMENT
With PUBLIC UTILITY
For ELECTRIC TRANSMISSION LINES
(Power or Communication)
Across The RIGHT-OF-WAY, TRACKS and PROPERTY
of the Railroad Company

THIS AGREEMENT:—

I. PARTIES.

EXECUTED this ninth day of March, in the year of our Lord one thousand nine hundred and thirty-seven (A. D. 1937), by and between The Pennsylvania Railroad Company, operating the The United New Jersey Railroad and Canal Company, as Lessee, and The United New Jersey Railroad and Canal Company,

hereinafter called the Railroad Company, party of first part, and Public Service Electric and Gas Company, of 80 Park Place, Newark, New Jersey,

a corporation organized and existing under the laws of the State of New Jersey, hereinafter called the Utility Company, party of the second part:—

II. PREAMBLE OF OCCUPATION.

WHEREAS, the above-named Utility Company desires to construct and maintain certain wire, and/or cable lines, and appurtenances across the right-of-way or property of the Railroad Company which are described in general terms and expressed in purpose as follows:—

(a) Location:— Kearny (Meadows Branch No. 2), adjacent to Jacobus Avenue.

1. Between Pennsylvania Avenue and Lincoln Highway.
2. Distance from "Point of record" 2350-foot, more or less, South of the center line of Pennsylvania Avenue, at Jacobus Avenue.
3. County Hudson. 4. State New Jersey.

SEPARATION NO. P 158-23

263672

APPENDIX "A"

3416 387

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 601 OF 973

RENT NUMBER 29701162

FILED UNDER 343/324E

GRANTEE IDENTIFICATION _____

SECRETARY'S OFFICE

C 63 575

THE PENNSYLVANIA RAILROAD COMPANY

LONGITUDINAL OCCUPATION AGREEMENT for ELECTRIC TRANSMISSION LINES (Power or Communication) or PIPE LINES on RIGHT-OF-WAY and OTHER PROPERTY of the Railroad Company

THIS AGREEMENT, made this Sixteenth day of November in the year of our Lord one thousand nine hundred and fifty-four (A. D. 19 54) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of United New Jersey Railroad and Canal Company, as Lessee

hereinafter called the Railroad Company, party of the first part, and

Public Service Electric & Gas Company

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Licensee, party of the second part, WITNESSETH:—

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Licensee desires to construct, operate and maintain certain wires, or cables, or pipe lines and appurtenances, (such wires, or cables, or pipe lines, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables, pipe lines and appurtenances") on the right-of-way or property of the Railroad Company, which are described in general terms and expressed in purpose as follows:—

(a) Location:— Meadows Yard – Town of Kearny, 400' north of Fish House Road

1. Between mile post ..... plus ..... feet, and mile post ..... plus ..... feet.
2. Name of nearest station Jersey City
3. County Hudson 4. State New Jersey

(b) Purpose:—

WIRE LINES 1. Communication, or 2. Power Transmission;
PIPE LINES 3. Gas (natural or artificial); 4. Oil;
5. ~~Gasoline;~~ 6. Water; 7. Miscellaneous.

(c) Description of the construction (naming pressure expected on pipe lines) and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Crossing of and longitudinal occupation by 6 aerial wires consisting of 3-795,000 C.M. and 3-500,000 C.M. and 2 ground wires, for transmission of electric energy at 132,000 volts potential, supported by 3 steel towers.

SEPARATION NO. P 159-3

263675

APPENDIX "A" 3416 388

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 604 **OF** 973

GRANTEE IDENTIFICATION **RENT NUMBER** 29701 2

FILED UNDER 243/355

ITEM NUMBER 6 7 OF 773 RECORDING NUMBER 29701232

FILED UNDER 348/335E SECRETARY'S OFFICE

GRANTEE IDENTIFICATION

Contract made this [illegible] day of [illegible] in the year of our Lord One thousand nine hundred and thirty-eight (A. D. 1938), by and between THE PENNSYLVANIA RAILROAD COMPANY, Lessee of The United New Jersey Railroad and Canal Company and of Pennsylvania Tunnel and Terminal Railroad Company, hereinafter called the "Railroad Company", party of the first part, and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation organized and existing under the laws of the State of New Jersey, hereinafter called the "Public Service Company", party of the second part;

WITNESSETH, that the said Railroad Company hereby grants to the said Public Service Company permission and privilege, as a mere license, revocable and terminable upon notice as hereinafter provided, to construct and maintain a 9-duct fibre conduit line, encased in concrete (one of said ducts containing one 500,000 C.M., 3 conductor, 26,400 volt cable, another of said ducts containing one 350,000 C.M., 3 conductor, 26,400 volt cable, and the remaining 7 ducts presently unoccupied) upon and along Railroad right-of-way or property, on the southerly side of the Freight track and of the Hudson & Manhattan track, all adjacent to the Passaic River, thence under and across said tracks and the Harrison Branch track of the Railroad Company, beginning at a point ten hundred and twenty (1,020) feet west of the Freight Bridge and extending generally westwardly a distance of thirteen hundred and thirty-two (1,332) feet; to construct and maintain twelve (12) 5-inch steel pipes (one pipe containing one 500,000 C.M., 3 conductor, 26,400 volt cable, another pipe containing one 350,000 C.M., 3 conductor, 26,400 volt cable, and the other 10 pipes not presently occupied) over and part way across Railroad right-of-way or property, for a distance of twenty-two (22) feet, beginning at said point 1,020 feet west of the Freight Bridge and extending to a point on the bank of the Passaic River; as well as to construct and maintain five (5) manholes upon the right-of-way or property,

SEPARATION NO. P 159-5

263599

APPENDIX "A" 3116 389

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

SECRETARY'S REGISTRY NO. 149 172

U. S. 67-(e)
231—6-10-37—7½&9½

THE PENNSYLVANIA RAILROAD COMPANY

AGREEMENT With PUBLIC UTILITY For ELECTRIC TRANSMISSION LINES (Power or Communication) Across The RIGHT-OF-WAY, TRACKS and PROPERTY of the Railroad Company

THIS AGREEMENT, made this first day of April in the year of our Lord one thousand nine hundred and thirty-eight (A. D. 1938) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of The United New Jersey Railroad and Canal Company, and the United New Jersey Railroad and Canal Company

hereinafter called the Railroad Company, party of the first part, and the Public Service Electric and Gas Company

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Utility Company, party of the second part, WITNESSETH:—

1. PREAMBLE OF OCCUPATION:

WHEREAS, the Utility Company desires to construct, operate and maintain certain wires, or cables, and appurtenances, (such wires or cables, or both, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables and appurtenances") across the right-of-way or property of the Railroad Company which are described in general terms and expressed in purpose as follows:—

(a) Location:—

1. Mile post 5 plus 5,240 feet, westward on Meadows Branch No. 1
2. Name of nearest station Jersey City
3. County Hudson 4. State New Jersey

(b) Purpose:— Power Transmission - 2.

WIRE LINES: 1. Communication, or 2. Power Transmission.

(c) Description of the construction and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Crossing of four #4 M.H.D. copper wires for transmission of electric energy, at 4150 volts potential, and two #6 M.H.D. copper wires, at 3400 volts potential, over Meadows No. 1 Branch track and property of The United New Jersey Railroad and Canal Company, for a distance of 172 feet. This crossing is to be supported by two wooden poles, with two guys crossing over but not anchored on Railroad property; a guy wire over the track, and a guy, stub pole and anchor in the line of Third Street, Kearny, N. J.

SEPARATION NO. P 159-7

149172

APPENDIX "A" 3416 390

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 608 OF 973 RENT NUMBER 29701442

FILED UNDER 343/3895

GRANTEE IDENTIFICATION

THE PENNSYLVANIA RAILROAD COMPANY

LONGITUDINAL OCCUPATION AGREEMENT FOR ELECTRIC TRANSMISSION LINES (Power or Communication) or PIPE LINES on RIGHT-OF-WAY and OTHER PROPERTY of the Railroad Company

THIS AGREEMENT, made this [illegible] day of [illegible] in the year of our Lord one thousand nine hundred and sixty three (A. D. 1963) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of The United New Jersey Railroad and Canal Company, as Lessee

hereinafter called the Railroad Company, party of the first part, and

PUBLIC SERVICE ELECTRIC AND GAS COMPANY
80 Park Place, Newark 1, New Jersey

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Licensee, party of the second part, WITNESSETH:

1. PREAMBLE OF OCCUPATION:

WHEREAS, the Licensee desires to construct, operate and maintain certain wires, or cables, or pipe lines and appurtenances, (such wires, or cables, or pipe lines, as are herein described, together with such appurtenances, are hereinafter for convenience referred to as "wires, cables, pipe lines and appurtenances") on the right-of-way or property of the Railroad Company, which are described in general terms and expressed as to purpose as follows:

The Location—(Bayonne, N.J.).

1. Between mile post 6 plus 2033 Measured westwardly feet, and mile post 7 plus 2670 feet.
2. Name of nearest station Bayonne
3. County Hudson 4. State New Jersey

The Purpose—

WIRE LINES: ~~Communication, or~~ Power Transmission:

PIPE LINES: ~~Water (natural or artificial) or~~ Oil:

~~For Gasoline, 6. Water, 7. Miscellaneous~~

(See Description of the construction (running pressure expected on pipe lines) and occupational sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges" See Note 1.)

Crossing and longitudinal occupation by cable for 130-feet (26.4 Kv) and six (6) aerial wires for .913 miles, 3 wires 26.4 Kv, 3 wires 13.2 Kv supports include 23 line poles, 46 guy and anchors, 1 push brace, and 1 guy, not anchored.

This Agreement supersedes and cancels Agreement dated September 18, 1956.

SEPARATION NO. P 8-9

239730

APPENDIX "A"

3416 391

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 612 OF 973

RENT NUMBER 29201572

GRANTEE IDENTIFICATION _____

FILED UNDER 270/1926
SECRETARY'S OFFICE

263 681

THE PENNSYLVANIA RAILROAD COMPANY

LONGITUDINAL OCCUPATION AGREEMENT for ELECTRIC TRANSMISSION LINES (Power or Communication) or PIPE LINES on RIGHT-OF-WAY and OTHER PROPERTY of the Railroad Company

THIS AGREEMENT, made this twenty-seventh day of January in the year of our Lord one thousand nine hundred and forty-two (A. D. 1942) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of The New York Bay Railroad Company, as Lessee

hereinafter called the Railroad Company, party of the first part, and

Public Service Electric and Gas Company,

a corporation organized and existing under the Laws of the State of New Jersey hereinafter called the Licensee, party of the second part, WITNESSETH:—

1. PREAMBLE OF OCCUPATION:

WHEREAS, the Licensee desires to construct, operate and maintain certain wires, or cables, or pipe lines and appurtenances, (such wires, or cables, or pipe lines, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables, pipe lines and appurtenances") on the right-of-way or property of the Railroad Company, which are described in general terms and expressed in purpose as follows:—

(a) Location:— Bridge 1.56, over L.V.R.R.of N.J. and C.R.R. of N.J. tracks, Greenville Yard.

1. Between mile post plus feet, and mile post plus feet.

2. Name of nearest station South Street, Newark

3. County Hudson 4. State New Jersey

(b) Purpose:— Power Transmission.

WIRE LINES 1. Communication, or 2. Power Transmission;

PIPE LINES 3. Gas (natural or artificial); 4. Oil;

5. Gasoline; 6.. Water; 7. Miscellaneous.

(c) Description of the construction (naming pressure expected on pipe lines) and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges". (See Note 1).
Placing of two (2) anchor guys on Railroad property south of Bridge 1.56 over L.V.R.R. of N.J. and C.R.R. of N.J. tracks, near Gates Avenue, Greenville Yard, Jersey City

AVE

SEPARATION NO. P 159-12

263681

APPENDIX "A" 3416 392

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 613 OF 973 RENT NUMBER

GRANTEE IDENTITY

GRANTEE IDENTIFICATION NUMBER 29701642

FILED UNDER -0/1879E SECRETARY'S OFFICE

AGREEMENT, made this [illegible] day of [illegible], 19[illegible], by and between [illegible] The United New Jersey Railroad and Canal Company, hereinafter called the "Railroads", parties of the first part, and [illegible] COMPANY, a New Jersey corporation, hereinafter called the "Utility", party of the second part;

WITNESSETH, that the said Railroads, in so far as they have the legal right and their present title permits, hereby grant to the said Utility permission and privilege to erect, a single and narrow one (1) pole in the curb line of South Fourth Street and one (1) guy [illegible] upon railroad right-of-way or property, at a point adjacent to said street, in the Town of Harrison, County of Hudson and State of New Jersey; said location of said facilities being shown in [illegible] on that certain [illegible] of the plan attached hereto and made a part hereof, reference thereto being had for more details thereof, being indicated on that portion marked "Railroad Property" as shown thereon, under and subject to the following terms and conditions to which the parties hereto hereby agree and consent to be by the Utility, to wit:

First: (a) The said facilities [illegible] and shall be erected by the Utility in such manner and at such time or times, in all respects, as shall be satisfactory to the Railroads; and shall be erected, used, maintained, renewed and removed, all at the sole cost and expense of the Utility, in such a manner as not to jeopardize, impede or interfere with the full, free and safe use, operation and enjoyment by the Railroads

SEPARATION NO. P159-14

263682

APPENDIX "A" 3116 393

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 614 OF 973 RENT NUMBER 29701682

GRANTEE IDENTIFICATION FILED UNDER 270/821E

263 685

THE PENNSYLVANIA RAILROAD COMPANY

AGREEMENT with PUBLIC UTILITY for PIPE LINES across the RIGHT-OF-WAY, TRACKS and PROPERTY of the RAILROAD COMPANY

THIS AGREEMENT, made this 25th day of June in the year of our Lord one thousand nine hundred and fifty-one (A. D. 19 51) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of

The United New Jersey Railroad and Canal Company, as Lessee, and The United New Jersey Railroad and Canal Company.

hereinafter called the Railroad Company, party of the first part, and

Public Service Electric and Gas Company.

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Utility Company, party of the second part, WITNESSETH:

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Utility Company desires to construct, operate and maintain certain pipe lines and appurtenances, across the right-of-way or property of the Railroad Company, which are described in general terms and expressed in purpose as follows:—

(a) Location:— Meadows Branch #1

1. Mile post 700 feet east of Central Avenue plus ..... feet.
2. Name of nearest station Jersey City
3. County Hudson
4. State New Jersey

(b) Purpose:—

PIPE LINES: 1. Gas, (natural or artificial); 2. Oil; 3. Gasoline; 4. Water; 5. Miscellaneous

(c) Description of the construction and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Crossing of one (1) six-inch pipe to carry surface water at atmospheric pressure, 40 feet in length.

SEPARATION NO. P 159-19

263685

APPENDIX "A" 3446 394

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 619 OF 973 RENT NUMBER 29701742

GRANTEE IDENTIFICATION FILED UNDER 343/544E SECRETARY'S OFFICE

263 68-2-62-6-3

THE PENNSYLVANIA RAILROAD COMPANY

AGREEMENT With PUBLIC UTILITY For PIPE LINES Across The RIGHT-OF-WAY, TRACKS and PROPERTY Of The RAILROAD COMPANY

THIS AGREEMENT, made this 14th day of February in the year of our Lord one thousand nine hundred and fifty-three (A. D. 1953) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of

The United New Jersey Railroad and Canal Company, as Lessee and
The United New Jersey Railroad and Canal Company

hereinafter called the Railroad Company, party of the first part, and

Public Service Electric and Gas Company

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Utility Company, party of the second part, WITNESSETH:

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Utility Company desires to construct, operate and maintain certain pipe lines and appurtenances, across the right-of-way or property of the Railroad Company, which are described in general terms and expressed in purpose as follows:—

(a) Location:— Jersey City Branch, New York Division

1. Mile post 6 plus 1765' feet.
2. Name of nearest station Newark
3. County Hudson
4. State New Jersey

(b) Purpose:—

PIPE LINES: 1. Gas, (natural or artificial); [redacted]

(c) Description of the construction and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Crossing of one (1) 16-inch pipe, for conveying natural gas at a normal operating pressure of 300 pounds per square inch (Maximum allowable pressure 830 pounds per square inch), 266 feet in length, encased in a 24-inch casing pipe under tracks. Installation to be made by boring method. Inside diameter of carrier pipe — 15 inches.

SEPARATION NO. P160-1

263689

APPENDIX "A"

3116 395

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 625 **OF** 923 **RENT NUMBER** 2970472

FILED UNDER 8/58.26

GRANTEE IDENTIFICATION _____ SECRETARY'S OFFICE

263 702

AGREEMENT, made this 6th day of September, A. D. 1955, by and between THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY and THE PENNSYLVANIA RAILROAD COMPANY, operating as Lessee the railroad and property of The United New Jersey Railroad and Canal Company, hereinafter called the "Railroads", parties of the first part, and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a New Jersey corporation, hereinafter called the "Utility", party of the second part;

WITNESSETH, that the said Railroads, in so far as they have the legal right and their present title permits, hereby extend to the said Utility permission and privilege to construct, maintain, repair, renew and use two (2) three-conductor 4,150-volt aerial cables across the right-of-way or property (but under the tracks of the Harsimus Branch) of the Railroads, at a point within the line of Brunswick Street, and, in support thereof, to attach said cables to the underside of Undergrade Bridge No. 0.36 of the Railroads thereat, and, in additional support, to erect, maintain, repair, renew and use one (1) pole, together with two (2) anchors, on curb line in front of the property of the Railroads, in the City of Jersey City, County of Hudson and State of New Jersey: the location of said facilities being shown in yellow on that portion marked "Exhibit A" of the plan attached hereto and made a part hereof, and certain details thereof being shown on that portion marked "Exhibit B" of said plan; under and subject to the following terms and conditions, which are agreed and assented to by the Utility, to wit:

SEPARATION NO. P 160-20

263702

APPENDIX "A"

3416 406

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 643 **OF** 973 **RENT NUMBER** 29702382

GRANTEE IDENTIFICATION 10/21/55

GRANTEE IDENTIFICATION

FILED UNDER 60/2159E
SECRETARY'S OFFICE

AGREEMENT, made this Eleventh day of July, in the year of our Lord One thousand nine hundred and forty-two (A. D. 1942), by and between THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY and THE PENNSYLVANIA RAILROAD COMPANY, Lessee of The United New Jersey Railroad and Canal Company, hereinafter called the "Railroad Companies", parties of the first part, and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a New Jersey corporation, hereinafter called the "Public Service Company", party of the second part;

WITNESSETH, that the said Railroad Companies, in so far as their present title or titles enables them so to do, hereby extends to the said Public Service Company permission and privilege to construct, maintain and renew one (1) guy wire over and across the right-of-way or property and Meadow's Branch No. 2 tracks of the Railroad Companies, at a point within the line of Jacobus Avenue; to construct or erect, maintain and renew two (2) poles, together with certain wires, within the line of Gypsum Street (not physically open), over a Railroad siding and abutting Railroad right-of-way or property for a distance of 125 feet; and to construct, maintain and renew three (3) 240-volt wires over and across Railroad right-of-way or property and siding, for a distance of 38 feet, at Kearny, in the County of Hudson and State of New Jersey: the location of said facilities being shown in yellow on that portion marked Exhibit "A" of the plan attached hereto and made a part hereof, and certain details thereof being shown on that portion marked Exhibit "B" of said plan; under and subject to the following terms and conditions, which are agreed and assented to by the Public Service Company, to wit:

First: (a) The said facilities shall be of such materials and shall be constructed or erected by the Public Service Company in such manner and at such time or times, in all respects, as shall be satisfactory to the Railroad Companies; and shall be constructed or erected, used, maintained, repaired and renewed, all

SEPARATION NO. P 160-21

263703

APPENDIX "A"

AGREEMENT CONVERSION PROJECT 3416 407

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 644 OF 973 RENT NUMBER 29702402

GRANTEE IDENTIFICATION _____

FILED UNDER 343/450E
SECRETARY'S OFFICE

2C3 704 R. 69-(f) M 2-10-37 7½x9½

THE PENNSYLVANIA RAILROAD COMPANY

LONGITUDINAL OCCUPATION AGREEMENT for ELECTRIC TRANSMISSION LINES (Power or Communication) or PIPE LINES on RIGHT-OF-WAY and OTHER PROPERTY of the Railroad Company

THIS AGREEMENT, made this twenty-fourth day of March in the year of our Lord one thousand nine hundred and forty-three (A. D. 1943) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of The United New Jersey Railroad and Canal Company, as Lessee

hereinafter called the Railroad Company, party of the first part, and

Public Service Electric and Gas Company

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Licensee, party of the second part, WITNESSETH:—

1. PREAMBLE OF OCCUPATION:

WHEREAS, the Licensee desires to construct, operate and maintain certain wires, or cables, or pipe lines and appurtenances, (such wires, or cables, or pipe lines, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables, pipe lines and appurtenances") on the right-of-way or property of the Railroad Company, which are described in general terms and expressed in purpose as follows:—

(a) Location:— At Mile Post 3 + 2050'

1. Between mile post ..... plus ..... feet, and mile post ..... plus ..... feet.
2. Name of nearest station Exchange Place, Jersey City
3. County Hudson 4. State New Jersey

(b) Purpose:—

WIRE LINES 1. Communication, or 2. Power Transmission;
PIPE LINES 3. Gas (natural or artificial); 4. Oil;
5. Gasoline; 6. Water; 7. Miscellaneous.

(c) Description of the construction (naming pressure expected on pipe lines) and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges". (See Note 1).

Placing one (1) 5/16" steel anchor guy on Railroad property.

DATE 2-23-43 Own & Occ. By P.R.R. Approved By C.E. Allen Div. Oper. Engr.

ELEVATION LOOK WEST 1"=10'

Q 1

SEPARATION NO. P 160-23

263704

APPENDIX "A" 3116 408

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 646 **OF** 973 **RENT NUMBER** 29702 4425

GRANTEE IDENTIFICATION

263706

THE PENNSYLVANIA RAILROAD COMPANY

LONGITUDINAL OCCUPATION AGREEMENT for ELECTRIC TRANSMISSION LINES (Power or Communication) or PIPE LINES on RIGHT-OF-WAY and OTHER PROPERTY of the Railroad Company

THIS AGREEMENT, made this 31st day of August in the year of our Lord one thousand nine hundred and forty four (A. D. 1944) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of

The United New Jersey Railroad and Canal Company, as Lessee,

hereinafter called the Railroad Company, party of the first part, and

Public Service Electric and Gas Company

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Licensee, party of the second part, WITNESSETH:—

1. PREAMBLE OF OCCUPATION:

WHEREAS, the Licensee desires to construct, operate and maintain certain wires, or cables, or pipe lines and appurtenances, (such wires, or cables, or pipe lines, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables, pipe lines and appurtenances") on the right-of-way or property of the Railroad Company, which are described in general terms and expressed in purpose as follows:—

(a) Location:— Waldo Avenue Yard - Fremont and Academy Streets

1. Between mile post ..... plus ..... feet, and mile post ..... plus ..... feet.

2. Name of nearest station Exchange Place, Jersey City.

3. County Hudson 4. State New Jersey

(b) Purpose:—

WIRE LINES 1. Communication, or (2) Power Transmission;

PIPE LINES 3. Gas (natural or artificial); 4. Oil;

5. Gasoline; 6. Water; 7. Miscellaneous.

(c) Description of the construction (naming pressure expected on pipe lines) and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.) Placing two (2) 7-strand steel anchor guys on Railroad property (South Side of Waldo Avenue Yard at Fremont and Academy Streets) to support Public Service Electric and Gas Company Pole #1591.

SEPARATION NO. P161-1

263704

APPENDIX "A" 3416 409

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 647 **OF** 973 **RENT NUMBER** 29702482

FILED UNDER 60/1947E

GRANTEE IDENTIFICATION _____ SECRETARY'S OFFICE

...COMPANY, a New Jersey corporation, hereinafter called the "Utility", party of the second part;

WITNESSETH, that the said Railroads, in so far as they have the legal right and their present titles permit, hereby extend to the said Utility permission and privilege to construct, maintain and renew six (6) 13,200-volt wires over and across the right-of-way or property and Meadows Branch No. 2 of the Railroads, at a point 510 feet south of the southwest corner of Jacobus and Pennsylvania Avenues; one (1) guy stub and two (2) anchors upon Railroad right-of-way or property, at the northeast corner of Jacobus and Pennsylvania Avenues; and two (2) head guys over and across Meadows Branch No. 2 track within the line of Pennsylvania Avenue, at Kearny, in the County of Hudson and State of New Jersey: the location of said facilities being shown in yellow on that portion marked Exhibit "A" of the plan attached hereto and made a part hereof, and certain details thereof being shown on that portion marked Exhibit "B" of said plan; under and subject to the following terms and conditions, which are agreed and assented to by the Utility, to wit:

First: (a) The said facilities shall be of such materials and shall be constructed by the Utility in such manner and at such time or times, in all respects, as shall be satisfactory to the Railroads; and shall be constructed, used, maintained, repaired and renewed, all at the sole cost and expense of the Utility, in such a suitable and safe manner as not to jeopardize, impede or interfere with the full, free and safe use, operation and enjoyment by

SEPARATION NO. P 161-4 263708

APPENDIX "A" 3416 410

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 651 OF 973 RENT NUMBER 29702712

GRANTEE IDENTIFICATION FILED UNDER 343/494E SECRETARY'S OFFICE

263709

URNJ-52-51 C. E. 67-(1) 2M 7½x9½ 11-30-46

THE PENNSYLVANIA RAILROAD COMPANY

AGREEMENT WITH PUBLIC UTILITY For ELECTRIC TRANSMISSION LINES (Power or Communica-

263 709

URNJ-52-51

C. E. 67-(9)
2M 7½x9½ 11-30-46

THE PENNSYLVANIA RAILROAD COMPANY

AGREEMENT With PUBLIC UTILITY For ELECTRIC TRANSMISSION LINES (Power or Communication) Across The RIGHT-OF-WAY, TRACKS and PROPERTY of the Railroad Company

THIS AGREEMENT, made this 4th day of September in the year of our Lord one thousand nine hundred and forty seven (A. D. 1947) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of The United New Jersey Railroad and Canal Company, as Lessee, and The United New Jersey Railroad and Canal Company

hereinafter called the Railroad Company, party of the first part, and

Public Service Electric and Gas Company

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Utility Company, party of the second part, WITNESSETH:—

1. PREAMBLE OF OCCUPATION:

WHEREAS, the Utility Company desires to construct, operate and maintain certain wires, or cables, and appurtenances, (such wires or cables, or both, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables and appurtenances") across the right-of-way or property of the Railroad Company which are described in general terms and expressed in purpose as follows:—

(a) Location:— Meadows Branch #1, south of Lincoln Highway, Kearny, N.J.

1. Mile post ..... plus ..... feet.

2. Name of nearest station Jersey City

3. County Hudson 4. State New Jersey

(b) Purpose:—

WIRE LINES: 1. Communication, or 2. Power Transmission.

(c) Description of the construction and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Crossing of two (2) guys over track and property of the Railroad Company, 720' and 1025' south of Lincoln Highway, Kearny, N.J.

SEPARATION NO. P 161-8

263709

APPENDIX "A" 3116 411

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 652 **OF** 973 **RENT NUMBER** 29702782

GRANTEE IDENTIFICATION _____ FILED UNDER 343/502E SECRETARY'S OFFICE

263 710

C. E. 87-(e)
2M 7½x9½ 5-24-48

THE PENNSYLVANIA RAILROAD COMPANY

AGREEMENT With PUBLIC UTILITY For ELECTRIC TRANSMISSION LINES (Power or Communication) Across The RIGHT-OF-WAY, TRACKS and PROPERTY of the Railroad Company

THIS AGREEMENT, made this 4th day of December in the year of our Lord one thousand nine hundred and forty seven (A. D. 1947) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of The United New Jersey Railroad and Canal Company, as Lessee, and The United New Jersey Railroad and Canal Company

hereinafter called the Railroad Company, party of the first part, and

Public Service Electric and Gas Company

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Utility Company, party of the second part, WITNESSETH:—

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Utility Company desires to construct, operate and maintain certain wires, or cables, and appurtenances, (such wires or cables, or both, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables and appurtenances") across the right-of-way or property of the Railroad Company which are described in general terms and expressed in purpose as follows:—

(a) Location:— Meadows Branch #2, at Pennsylvania Avenue

1. Mile post ..... plus ..... feet.

2. Name of nearest station Newark

3. County Hudson 4. State New Jersey

(b) Purpose:—

WIRE LINES: 1. Communication, or 2. Power Transmission.

(c) Description of the construction and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Crossing of three (3) aerial wires, for transmission of electric energy at 4150 volts potential, 15 feet in length

SEPARATION NO. P 161-9

263710

APPENDIX "A" 3416 412

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 663 **OF** 973 **RENT NUMBER** 29702792

GRANTEE IDENTIFICATION _____ *FILED UNDER* 343/5006 *SECRETARY'S OFFICE*

263 736 (53)

C.E.68 - (F) Rev.

THE PENNSYLVANIA RAILROAD COMPANY

262 29-70366

AGREEMENT With PUBLIC UTILITY For PIPE LINES Across The RIGHT-OF-WAY, TRACKS and PROPERTY Of The RAILROAD COMPANY

THIS AGREEMENT, made this - 11th - day of July in the year of our Lord one thousand nine hundred and Fifty-Eight (A. D. 1958) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of The United New Jersey Railroad and Canal Company, as Lessee, and The United New Jersey Railroad and Canal Company

hereinafter called the Railroad Company, party of the first part, and Public Service Electric and Gas Company 80 Park Place, Newark 1, N.J.

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Utility Company, party of the second part, WITNESSETH:

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Utility Company desires to construct, operate and maintain certain pipe lines and appurtenances, across the right-of-way or property of the Railroad Company, which are described in general terms and expressed in purpose as follows:—

(a) Location:— Town of Kearny - P.R.R. Meadows Branch No. 1, P.R.R. property 937' east of Central Avenue

1. Mile post ..... - ..... plus ..... - ..... feet.
2. Name of nearest station Jersey City
3. County Hudson
4. State New Jersey

(b) Purpose:—

PIPE LINES: 1. Gas, (natural or artificial); 2. Oil; 3. Gasoline; 4. Water; 5. Miscellaneous

(c) Description of the construction and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Crossing of one (1) pipe line for conveying gas, of 1-1/2 inches inside diameter under pressure of 15 pounds per square inch, encased in 3 inch casing pipe.

Crossing to serve Riss Trucking.

SEPARATION NO. P 162-19 263736

APPENDIX "A" 3116 413

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 683 **OF** 973 **RENT NUMBER** 29703662

GRANTEE IDENTIFICATION _____

FILED UNDER 198/370
SECRETARY'S OFFICE

263 740

C. E. 66-(D)

1M 7½x9½ 2-6-46

262

THE PENNSYLVANIA RAILROAD COMPANY 29-70389

LICENSE to INDIVIDUALS or CORPORATIONS for ELECTRIC TRANSMISSION LINES (Power or Communication) or PIPE LINES across the RIGHT-OF-WAY, TRACKS and PROPERTY of the Railroad Company

THIS AGREEMENT, made this 5th day of October in the year of our Lord one thousand nine hundred and fifty-nine (A. D. 1959) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of The United New Jersey Railroad and Canal Company, as Lessee

hereinafter called the Railroad Company, party of the first part, and

Public Service Electric and Gas Company
80 Park Place, Newark 1, New Jersey

hereinafter called the Licensee, party of the second part, conducting business under the laws of the State of New Jersey, and organized as follows:—(See Note 1.) A corporation organized and existing under the laws of the State of New Jersey.

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Licensee desires to construct, operate and maintain certain wires, or cables, or pipe lines, and appurtenances, (such wires or cables or pipe lines as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables, pipe lines and appurtenances") across the right-of-way or property of the Railroad Company which are described in general terms and expressed in purpose as follows:—

(a) Location:— Waldo Avenue Yard, Jersey City

1. Mile post 2 plus 2815 feet.
2. Name of nearest station Jersey City
3. County Hudson 4. State New Jersey

(b) Purpose:—

WIRE LINES ~~for communication or~~ 2. Power Transmission;

~~for pneumatic tube, or for conveying gas, oil, water, or for mine drainage~~

(c) Description of the construction (naming pressure expected on pipe lines) and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 2.)

Crossing of 3 #2/0 aerial cables, 4150 volts, supported by 3/8" steel messenger wire, 2 poles, 1 stub pole and one guy wire. To serve National Kraft Container Corporation.

SEPARATION NO. P 163-4 263740

APPENDIX "A" 3116 414

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 687 **OF** 973 **RENT NUMBER** 29703892

GRANTEE IDENTIFICATION _____ FILED UNDER 60/22196 SECRETARY'S OFFICE

263 741

THE PENNSYLVANIA RAILROAD COMPANY

262
29-70392

LICENSE to INDIVIDUALS or CORPORATIONS for ELECTRIC TRANSMISSION LINES (Power or Communication) or PIPE LINES across the RIGHT-OF-WAY, TRACKS and PROPERTY of the Railroad Company

THIS AGREEMENT, made this fifth day of November in the year of our Lord one thousand nine hundred and fifty-nine (A. D. 1959) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of

The United New Jersey Railroad and Canal Company, as Lessee,

hereinafter called the Railroad Company, party of the first part, and

Public Service Electric and Gas Company,
80 Park Place, Newark 1, New Jersey.

hereinafter called the Licensee, party of the second part, conducting business under the laws of the State of New Jersey, and organized as follows:—(See Note 1.) a Corporation organized and existing under the laws of the State of New Jersey.

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Licensee desires to construct, operate and maintain certain wires, or cables, or pipe lines, and appurtenances, (such wires or cables or pipe lines as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables, pipe lines and appurtenances") across the right-of-way or property of the Railroad Company which are described in general terms and expressed in purpose as follows:—

(a) Location:— Meadows Branch No. 1 - Town of Kearny
210 feet south of Third Street

1. Mile post — plus — feet.
2. Name of nearest station Jersey City
3. County Hudson 4. State New Jersey

(b) Purpose:—

WIRE LINES ~~1. Communication; 2.~~ Power Transmission;
~~PIPE LINES 3. Oil; 4. Gas; 5. Gasoline; 6. Water; 7. Miscellaneous~~

(c) Description of the construction (naming pressure expected on pipe lines) and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 2.)

Crossing of one (1) three-conductor 120/240 volt aerial cable to serve property of American Stores Company.

SEPARATION NO. P163-5

263741

APPENDIX "A" 3116 415

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 688 **OF** 973 **RENT NUMBER** 29703922

GRANTEE IDENTIFICATION *FILED UNDER* 343/611E

263 745

C. E. 87-(1)
4-19

262

29-70417

THE PENNSYLVANIA RAILROAD COMPANY

AGREEMENT With PUBLIC UTILITY For ELECTRIC TRANSMISSION LINES (Power or Communication) Across The RIGHT-OF-WAY, TRACKS and PROPERTY of the Railroad Company

THIS AGREEMENT, made this 16th day of March in the year of our Lord one thousand nine hundred and sixty-one (A. D. 19 61) by and between THE PENNSYLVANIA RAILROAD COMPANY operating the railroad of THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, as Lessee THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY

hereinafter called the Railroad Company, party of the first part, and PUBLIC SERVICE ELECTRIC AND GAS COMPANY 80 PARK PLACE NEWARK 1, NEW JERSEY

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Utility Company, party of the second part, WITNESSETH:—

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Utility Company desires to construct, operate and maintain certain wires, or cables and appurtenances, (such wires or cables, or both, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables and appurtenances") across the right-of-way or property of the Railroad Company which are described in general terms and expressed in purpose as follows:—

(a) Location:— Meadows Branch No. 2 - Kearny, N.J.
295 feet south of center of Pennsylvania Avenue

1. Mile post - plus - feet.
2. Name of nearest station Jersey City
3. County Hudson 4. State New Jersey

(b) Purpose:—

WIRE LINES: ~~Communication or~~ 2. Power Transmission.

(c) Description of the construction and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Underground crossing of one (1) 12-duct conduit. Three (3) of the ducts will contain one (1) 800 MCM three-conductor 13,200 volt cable each, the remaining nine (9) will remain vacant.

SEPARATION NO. P 163-11

263745

APPENDIX "A" 3416 416

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 694 **OF** 973

RENT NUMBER 29704172

GRANTEE IDENTIFICATION _____

FILED UNDER 343/622E
SECRETARY'S OFFICE

263 746

C. E. 67-(1)

THE PENNSYLVANIA RAILROAD COMPANY 29-704-23 262

AGREEMENT With PUBLIC UTILITY For ELECTRIC TRANSMISSION LINES (Power or Communication) Across The RIGHT-OF-WAY, TRACKS and PROPERTY of the Railroad Company

THIS AGREEMENT, made this 18th day of MAY in the year of our Lord one thousand nine hundred and sixty-one (A. D. 1961) by and between THE PENNSYLVANIA RAILROAD COMPANY operating the railroad of The United New Jersey Railroad and Canal Company, as Lessee The United New Jersey Railroad and Canal Company hereinafter called the Railroad Company, party of the first part, and PUBLIC SERVICE ELECTRIC AND GAS COMPANY 80 Park Place Newark 1, New Jersey a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Utility Company, party of the second part, WITNESSETH:—

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Utility Company desires to construct, operate and maintain certain wires, or cables and appurtenances, (such wires or cables, or both, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables and appurtenances") across the right-of-way or property of the Railroad Company which are described in general terms and expressed in purpose as follows:—

(a) Location:— Jersey City Branch - Main & Freight Tracks-City of Jersey City

1. Mile post 4 plus 375 feet eastwardly
2. Name of nearest station Jersey City
3. County Hudson 4. State New Jersey

(b) Purpose:—

WIRE LINES: ~~Communication or~~ 2. Power Transmission.

(c) Description of the construction and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Crossing of one (1) 48-inch steel casing, and 32 feet of 18-inch half-round concrete pipe, containing three (3) 132,000 volt cables in an 8-5/8-inch pipe operating at an oil pressure of 200 p.s.i. Length of crossing 210 feet.

SEPARATION NO. P 143-12

263746

APPENDIX "A" 3416 417

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 696 **OF** 973 **RENT NUMBER** 29704232

FILED UNDER 60/225YE

GRANTEE IDENTIFICATION _____ *SECRETARY'S OFFICE*

263 749

C. E. 67-(f)
4-19

THE PENNSYLVANIA RAILROAD COMPANY

AGREEMENT With PUBLIC UTILITY For ELECTRIC TRANSMISSION LINES (Power or Communication) Across The RIGHT-OF-WAY, TRACKS and PROPERTY of the Railroad Company

THIS AGREEMENT, made this 30th day of April in the year of our Lord one thousand nine hundred and sixty-two (A. D. 1962) by and between THE PENNSYLVANIA RAILROAD COMPANY operating the railroad of The United New Jersey Railroad and Canal Company, as Lessee The United New Jersey Railroad and Canal Company

hereinafter called the Railroad Company, party of the first part, and Public Service Electric and Gas Company, 80 Park Place, Newark 1, New Jersey,

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Utility Company, party of the second part, WITNESSETH:—

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Utility Company desires to construct, operate and maintain certain wires, or cables and appurtenances, (such wires or cables, or both, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables and appurtenances") across the right-of-way or property of the Railroad Company which are described in general terms and expressed in purpose as follows:—

(a) Location:— Greenville Branch - City of Jersey City, 1,060' West of Center of Hudson Boulevard, U.G.Bridge No. 2.19 (5.61)

1. Mile post — plus — feet.
2. Name of nearest station Jersey City
3. County Hudson 4. State New Jersey

(b) Purpose:—

WIRE LINES: ~~1. Communication or~~ 2. Power Transmission.

(c) Description of the construction and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Crossing of one (1) 5-foot diameter liner containing three (3) 132,000 volt cables in an 8-5/8 inch pipe immersed in oil at 200 p.s.i., one (1) 8-5/8 inch pipe as a spare, and two (2) 2-inch water pipes for cooling purposes for the cables.

SEPARATION NO. P163-17

263749

APPENDIX "A" 3116 418

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 700 **OF** 973 **RENT NUMBER** 29704352

GRANTEE IDENTIFICATION

263 752 C. E. 80-(E) 4-59

THE PENNSYLVANIA RAILROAD COMPANY

LONGITUDINAL OCCUPATION AGREEMENT for ELECTRIC TRANSMISSION LINES (Power or Communication) or PIPE LINES on RIGHT-OF-WAY and OTHER PROPERTY of the Railroad Company

ORIGINAL

THIS AGREEMENT, made this 17th day of December in the year of our Lord one thousand nine hundred and sixty-four (A. D. 1964) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of The United New Jersey Railroad and Canal Company, as Lessee

hereinafter called the Railroad Company, party of the first part, and

Public Service Electric and Gas Company

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Licensee, party of the second part, WITNESSETH:—

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Licensee desires to construct, operate and maintain certain wires, or cables, or pipe lines and appurtenances, (such wires, or cables, or pipe lines, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables, pipe lines and appurtenances") on the right-of-way or property of the Railroad Company, which are described in general terms and expressed in purpose as follows:—

(a) Location:—

1. Between mile post 6 plus 953 feet, and mile post 6 plus 1823 feet.

2. Name of nearest station Kearny

3. County Hudson 4. State New Jersey

(b) Purpose:—

~~WIRE LINES (1. Communication; or 2. Power Transmission;~~

PIPE LINES 3. Gas (natural or artificial); ~~4. Oil;~~

~~5. Casoline; 6. Water; 7. Miscellaneous~~

(c) Description of the construction (naming pressure expected on pipe lines) and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Longitudinal occupation of the right of way and property of the Main Line of the Railroad Company, with a 4-inch steel pipe to convey natural gas only, operating under pressure of 500 lb. p.s.i., for a distance of approximately 870 feet, of which 90 feet is within the lines of New Jersey Turnpike.

INFORMATION CONTAINED HEREIN NOT TO BE USED IN CONNECTION WITH ANY SALE, LEASE OR OTHER TRANSFER OF PROPERTY WITHOUT CAUTION

SEPARATION NO. P 163-21

263752

APPENDIX "A"

3116 419

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 704 OF 973 RENT NUMBER 29704582

FILED UNDER 198/470

GRANTEE IDENTIFICATION _____ SECRETARY'S OFFICE

Q263 754

THE PENNSYLVANIA RAILROAD COMPANY

AGREEMENT With PUBLIC UTILITY For PIPE LINES Across The RIGHT-OF-WAY, TRACKS and PROPERTY Of The RAILROAD COMPANY

ORIGINAL

THIS AGREEMENT, made this 18th day of March in the year of our Lord one thousand nine hundred and sixty-five (A. D. 1965) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of The United New Jersey Railroad and Canal Company, as Lessee, and The United New Jersey Railroad and Canal Company

hereinafter called the Railroad Company, party of the first part, and

Public Service Electric and Gas Company

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Utility Company, party of the second part, WITNESSETH:

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Utility Company desires to construct, operate and maintain certain pipe lines and appurtenances, across the right-of-way or property of the Railroad Company, which are described in general terms and expressed in purpose as follows:—

(a) Location:— East side of First Street, 150 feet north of Bergen Street.

1. ~~Milepost~~ ~~plus~~ ~~feet~~

2. Name of nearest station Harrison

3. County Hudson

4. State New Jersey

(b) Purpose:—

PIPE LINES: 1. Gas, (natural ~~artificial, 2. Oil, 3. Gasoline, 4. Water, 5. Miscellaneous~~

(c) Description of the construction and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Undergrade crossing of the Harrison Freight tracks of the Railroad Company, with a 4-inch steel gas pipe, operating under pressure of 0.25 p.s.i.

SEPARATION NO. P 163-23

263754

APPENDIX "A" 3416 420

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER

ITEM NUMBER 706 OF 973 RENT NUMBER

263 755

THE PENNSYLVANIA RAILROAD COMPANY

LONGITUDINAL OCCUPATION AGREEMENT FOR ELECTRIC TRANSMISSION LINES (Power or Communication) or PIPE LINES on RIGHT-OF-WAY and OTHER PROPERTY of the Railroad Company

ORIGINAL

THIS AGREEMENT, made this 18th day of June in the year of our Lord one thousand nine hundred and sixty-five (A. D. 1965) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of The United New Jersey Railroad and Canal Company, as Lessee

hereinafter called the Railroad Company, party of the first part, and

Public Service Electric and Gas Company

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Licensee, party of the second part, WITNESSETH:

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Licensee desires to construct, operate and maintain certain wires, or cables, or pipe lines and appurtenances, (such wires, or cables, or pipe lines, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables, pipe lines and appurtenances") on the right-of-way or property of the Railroad Company, which are described in general terms and expressed in purpose as follows:—

(a) Location:— Adjacent to Railroad Avenue, East of Nerseles Street

1. ~~Between said point and point and said point and point~~ feet
2. Name of nearest station Jersey City
3. County Hudson 4. State New Jersey

(b) Purpose:—

WIRE LINES: ~~1. Communication; or~~ 2. Power Transmission;

PIPE LINES: ~~[illegible]~~

(c) Description of the construction (naming pressure expected on pipe lines) and occupational sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Installation and maintenance of one (1) guy and anchor on the right of way and property of the Waldo Avenue Yard of the Railroad Company.

SEPARATION NO. P 164-1

263755

APPENDIX "A" 3116 421

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 707 **OF** 973 **RENT NUMBER** 29704652

FILED UNDER 60/3312E

GRANTEE IDENTIFICATION _____ SECRETARY'S OFFICE

C. E. 89-(H)

THE PENNSYLVANIA RAILROAD COMPANY

LONGITUDINAL OCCUPATION AGREEMENT for ELECTRIC TRANSMISSION LINES (Power or Communication) or PIPE LINES on RIGHT-OF-WAY and OTHER PROPERTY of the Railroad Company

SEPARATE

THIS AGREEMENT, made this 3rd day of March in the year of our Lord one thousand nine hundred and sixty-seven (A. D. 1967) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of The United New Jersey Railroad and Canal Company, as Lessee

hereinafter called the Railroad Company, party of the first part, and

Public Service Electric and Gas Company

a corporation organized and existing under the laws of the State of New Jersey hereinafter called the Licensee, party of the second part, WITNESSETH:—

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Licensee desires to construct, operate and maintain certain wires, or cables, or pipe lines and appurtenances, (such wires, or cables, or pipe lines, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables, pipe lines and appurtenances") on the right-of-way or property of the Railroad Company, which are described in general terms and expressed in purpose as follows:—

(a) Location:— 1420 feet east of 4th Street

~~Between mile post~~ ~~plus~~ ~~feet, and mile post~~ ~~plus~~ ~~feet~~

2. Name of nearest station Harrison

3. County Hudson 4. State New Jersey

(b) Purpose:—

WIRE LINES ~~Communication, or~~ 2. Power Transmission;

~~PIPE LINES 3 Gas (natural or artificial); 4 Oil;~~

~~5 Gasoline; 6 Water; 7 Miscellaneous~~

(c) Description of the construction (naming pressure expected on pipe lines) and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Installation and maintenance of two (2) guys and anchors on the right of way and property of the Railroad Company.

SEPARATION NO. P 164-6

263759

APPENDIX "A" 3416 422

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 212 **OF** 923 **RENT NUMBER**

[illegible] WIRE, PIPE AND CABLE
TRANSVERSE CROSSINGS AND LONGITUDINAL
OCCUPATIONS

THIS AGREEMENT, made this 24th day of March, 19 71,

between George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in reorganization under Section 77 of the Bankruptcy Act, Lessee of The United New Jersey Railroad and Canal Company

party of the first part (hereinafter called "Railroad") and PUBLIC SERVICE ELECTRIC AND GAS COMPANY

, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove a 10 3/4 inch steel pipe, containing three(3) 2,000,000 CM, 345 KV cables, with an operating oil pressure of 200 p.s.i. along the right of way and property and crossing the tracks of the Harsimus Branch, from the Pierhead Line to Valuation Station 54 + 62, (.54 ML) together with a spare 10 3/4 inch, filled with dry nitrogen, from the Pierhead Line to a proposed manhole, a distance of approximately 1278 feet, at Harsimus Cove, Jersey City, New Jersey.

SEPARATION NO. P1-39

161122

APPENDIX "A" 3116 423

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 718 OF 973 RENT NUMBER 2970592

FILED UNDER 60/2359-E
SECRETARY'S OFFICE

GRANTEE IDENTIFICATION _____

SECRETARY'S REGISTER NO. 172 874

CE-66 10-70

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made this 20th day of September, 1972, between George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in reorganization under Section 77 of the Bankruptcy Act, lessee of The United New Jersey Railroad and Canal Company

parties of the first part (hereinafter called "Railroad") and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, INCORPORATED IN THE STATE OF NEW JERSEY

, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove twelve (12) 5-inch R.S.C. conduits, three (3) of which contain 26-K.V. cables, and one (1) contains one (1) neutral wire, with eight (8) spares for future occupancy, in the center bay of CE O.H. Bridge No. 2.86X, which carries Summit Avenue over the right of way and tracks of the Jersey City Branch, at Valuation Station 92+32±, Jersey City, Hudson County, New Jersey

SEPARATION NO. P 169-3

172874

APPENDIX "A" 3116 424

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 227 OF 273 PENT NUMBER

REGISTRY NO 173,615

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made this 9th day of October , 19 72 ,

between George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in reorganization under Section 77 of the Bankruptcy Act, lessee of The United New Jersey Railroad and Canal Company

parties of the first part (hereinafter called "Railroad") and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a New Jersey Corporation

, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove a longitudinal occupation consisting of three (3) 26,400-volt aerial power wires, between Valuation Stations 49+75± and 57+75±, thence continuing as a 26,400-volt aerial cable, between Valuation Stations 57+75± and 58+75±, together with five (5) poles and four (4) anchor guys for the support thereof, along the right of way and property of the Railroad, located between points 2591 and 3491 feet respectively south of Mile Post JC-4 in Jersey City, Hudson County, New Jersey

SEPARATION NO. P164-12 173615

APPENDIX "A" 3116 425

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 722 **OF** 973 **RENT NUMBER** 29705272

FILED UNDER 60/2372E
SECRETARY'S OFFICE

GRANTEE IDENTIFICATION _____

SECRETARY'S REGISTRY NO. 197326

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made this 1st day of August, 19 74,

between Robert J. Blanchette, Richard C. Bond and John H. Mcarthur, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in Reorganization under Section 77 of the Bankruptcy Act, Lessee of PENNSYLVANIA TUNNEL AND TERMINAL RAILROAD COMPANY and the UNITED NEW JERSEY RAILROAD AND CANAL COMPANY and Fairfax Leary, Trustee of the Property of the UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, SECONDARY DEBTOR, in Reorganization under Section 77 of the Bankruptcy Act

parties of the first part (hereinafter called "Railroad") and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, incorporated in the State of New Jersey

, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove a 30 inch steel gas main, within a 36 inch steel casing pipe, beginning with a crossing under and across a freight track and path tracks at Valuation Station 234+79, thence continuing easterly for a distance of 427 feet, thence continuing northward within a five (5) foot tunnel liner crossing under and across two freight tracks of the United New Jersey Railroad and Canal Company at Valuation Station 68+55 together with the Main Line passenger tracks of Pennsylvania Tunnel and Terminal Railroad Company, at Valuation Station 573+34, thence continuing westerly, longitudinally along the Main Line property with a 30 inch steel gas main to Valuation Station 587+24, at Kearney, Hudson County, New Jersey

SEPARATION NO. P 1-41

197326

APPENDIX "A" 3416 427

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 731 OF 973 RENT NUMBER 29705562

GRANTEE IDENTIFICATION _____

FILED UNDER 198/756
SECRETARY'S OFFICE

240 780

CE 66 R3 8-75

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made this 5th day of September, 1980,

between CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation

party of the first part (hereinafter called "Railroad") and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a New Jersey Corporation

, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 3-inch steel forced water pipe, encased in a 24-inch steel pipe; two (2) 12-inch forced water pipes, each encased in 24-inch steel pipes; two (2) 12-inch steel forced flyash pipes each encased in 24-inch steel pipes; one (1) 2-inch electrical conduit encasing two (2) telephone cables and one (1) cable tray carrying two (2) 115 volt power circuits and one (1) 120 volt power circuit, all encased in a 24-inch steel pipe; one (1) circuit, 4,000 volts, encased in a 4-inch electrical conduit and further encased in a 24-inch steel pipe, and one (1) 24-inch steel pipe to be used as a spare, through the lands and under and across the roadway and tracks of Railroad (formerly held by Erie Lackawanna Railway Company) at Valuation Station 165+90±, located 911 feet west of Mile Post 3, at a point 0.54 of a mile east of the Station of Secaucus, Hudson County, New Jersey.

SEPARATION NO. P 233-18

240780

APPENDIX "A" 3416 428

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER _____

ITEM NUMBER 751 **OF** 973 **RENT NUMBER** 44705422

FILED UNDER 60/2453-E

GRANTEE IDENTIFICATION SECRETARY'S SIGNATURE

DEED OF EASEMENT

THIS AGREEMENT, made this 4th day of June, 1985, between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, with its registered office at Six Penn Center Plaza, Philadelphia, Pennsylvania 19104, hereinafter referred to as "Grantor" and The New Jersey Bell Telephone Company, a New Jersey corporation, with its principal offices at 540 Broad Street, Newark, New Jersey 07101, hereinafter referred to as "Grantee".

WHEREAS, Grantor or its predecessors have entered into agreements (The "Agreements") with Grantee or its predecessors for the construction, maintenance, and use of certain crossings and occupations over, across, along, or under the land of Grantor at various locations in Hudson County; and

WHEREAS, the Agreements generally provide for annual use payments and for termination upon short notice; and

WHEREAS, the parties hereto desire to replace the Agreements with an easement as hereinafter set forth for such crossings and occupations in consideration of a lump sum payment.

NOW, THEREFORE, WITNESSETH that Grantor, for and in consideration of Forty Four Thousand Seven Hundred Sixty Six Dollars and Fifty Two Cents ($44,766.52), and in further consideration of Grantee keeping and performing the covenants and conditions hereinafter stated on the part of Grantee to be kept and performed, does hereby grant unto Grantee, insofar as Grantor's rights and title may permit, a permanent easement only for the space and dimensions required for use and occupation as now existing under the documents as set forth in Appendix A attached hereto and made a part hereof, together with the right of ingress and egress over and across the land of Grantor in order to maintain, repair, alter, replace, relocate, and remove those certain crossings and occupations over, across, along, or under the land of Grantor listed on Appendix A (such crossings and occupations, together with any appurtenances thereto, hereinafter referred to singularly as the "Facility" and collectively as the "Facilities").

1.1 The location and construction plans referred to in the Agreements as set forth in Appendix A shall continue to apply to the Facilities, and no change shall be made therefrom, including change in location, nature, size or number of any Facility without sixty (60) days prior written notification to the General Manager - Contracts or his designee, (hereinafter referred to as the "GM - Contracts").

1.2 Any maintenance, repair, alteration, relocation, replacement, or removal of the Facilities shall be done under general conditions as set forth in Conrail publications CE4 and CE8 as may be amended from time to time, and shall not interfere with the proper and safe use and operation on the property of Grantor. Such general conditions may include, but are not limited to, the furnishing of flagmen, watchmen, or inspectors, at the expense of Grantee, although the furnishing, or failure to furnish by Grantee, shall not release Grantee from any liabilities assumed by Grantee under this Deed.

6-11-85

Prepared By: Francis J. Clifford

Francis Clifford

3457 356

2. In the event of new construction, expansion, or changes in the existing Facilities, Grantor reserves the right to assess an additional consideration therefor which Grantee hereby agrees to pay. For transverse crossings only, such additional consideration will not be assessed on:

a. existing underground duct usage

b. substitution of aerial crossing for underground crossing, or underground crossing for aerial crossing, at the same location

c. cable replacement, regardless of size or content.

3. Grantee shall maintain, repair, and renew the Facilities. In the event of an emergency, Grantor, for the purpose of protecting and safeguarding its property, traffic, patrons, or employees from damage or injury, may, with prior oral notice to Grantee, enter the easement area to perform such maintenance, repairs, or replacement as it may deem reasonably adequate and necessary, all at the sole cost and expense of Grantee.

4. Grantor shall have the right to inspect the Facilities at any time. In addition, Grantee hereby consents to the inspection of its related facilities for an appropriate distance adjacent to the land of Grantor, it being understood that the method of construction and the materials used in the construction, maintenance, repair, alteration, renewal, replacement, or relocation of the Facilities may have a significant impact upon the strength and stability of the Facilities over, under, upon, or in the land of Grantor.

5. Grantee shall not commence any relocation or any substantial alteration, new construction, or replacement of the Facilities unless and until the field mechanics related thereto shall have received the prior approval of the Chief Engineer-Design and Construction of Grantor, or his representative, which approval shall not be unreasonably withheld. Grantor shall respond within 90 days.

6. Grantee shall comply with all statutes, regulations, orders, directives, ordinances, and similar promulgations of law applicable to the Facilities, and shall assume all cost, expense, and responsibility in connection therewith, without any liability therefor on the part of the Grantor, and Grantee hereby agrees to indemnify and defend Grantor against, and hold Grantor harmless from, all costs, fines, penalties, and expenses (including, but not limited to, the reasonable fees of attorneys) arising from the failure of Grantee to so comply.

7.1 Grantee understands that the railroad operations at or near the Facilities involve some risk, and Grantee, as part of the consideration for this Deed, and with full knowledge and appreciation of such risk, hereby releases and waives any right to ask for or demand direct or consequential damages of Grantor for or on account of any loss or injury to any property and to the Facilities and contents thereof that are over, under, upon, or in the property of Grantor, including loss of, or interference with, service or use thereof.

7.2 Grantee covenants and agrees to indemnify and defend Grantor against, and hold Grantor harmless from, any and all claims, actions, and proceedings, for death and bodily injury to any person which may be brought or asserted, by, or on behalf of, any person, firm, or corporation, arising from, or in

or being required of Grantor pursuant to contract with any lessee, holder of an easement, or a right in the nature of an easement of or from Grantor, existing prior to the date of this Deed, all irrespective of whether such necessity or requirement is temporary or permanent. All construction in connection with any modification shall comply with the terms and conditions of this Deed.

11.1 In the event the Facilities consist of electrical power or communication wires and appurtenances, Grantee shall promptly remedy any inductive interference with Grantor's facilities arising from, or in connection with, the presence of the Facilities, and if Grantee fails to do so, then Grantor may do so, and Grantee agrees to pay to Grantor on demand the full cost and expense thereof.

11.2 In the event the Facilities consist of an underground occupation, Grantee shall be responsible for any settlement caused to the roadbed, tracks, facilities, or appurtenances of Grantor arising from, or in connection with, maintenance, repair, alteration, renewal, relocation, replacement, or removal of the Facilities for a period of one (1) year subsequent to the date of completion of such work, and Grantee agrees to pay to Grantor on demand the full cost and expense of correcting such settlement.

12. As further part of the consideration for this Deed, Grantee covenants and agrees to indemnify, defend, and hold Grantor harmless from and against any liens, assessments, taxes, or charges of any kind made against Grantor or any of its property by reason of the construction, maintenance, or use of any of the Facilities, and Grantee covenants and agrees to pay to Grantor, promptly upon bills rendered therefor, the full amount of any such liens, assessments, taxes, or charges rendered against Grantor and any of its property, including penalties, interest, late fees, and costs to remove or bond any such liens, assessment, tax, or charge.

13. The easement herein granted is subject to the railroad uses and facilities of Grantor located on the land hereinabove described. Grantor reserves the right to use such land, or any part thereof, for rail transportation and related purpose, and for all other purposes which are not inconsistent, or do not interfere, with, or impair, the right granted by this Deed.

14. If Grantee's right to exercise the easement herein conveyed shall be challenged through legal process by any third party on the ground that Grantor did not have sufficient interest in such easement areas to convey such an easement therein, Grantor consents and agrees in such event, and insofar as it may lawfully do so, to the acquisition by Grantee of easement in and over such easement area by, or in lieu of, the power of eminent domain, but in the event of the exercise of such power by Grantee, such easements so acquired shall be subject to and exercised in accordance with the terms and provisions of this Deed. If, however, Grantee is unable to acquire such easements by, or in lieu of, eminent domain as a result of a successful legal challenge, then Grantor shall pay to Grantee, as liquidated damages, the amount of consideration paid under this Deed by Grantee, prorated, however, to the portion or portions of land under this Deed which Grantee is unable to acquire.

15. The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" or "Grantees", respectively, whenever the sense of this Deed so requires. Wherever in this Deed the Word "Grantor" appears, it shall be deemed to include the officers and employees of Grantor.

16. The terms and conditions of this Deed shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

17. If any part of this Deed is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this Deed, and the remaining parts of this Deed shall be enforced as if such invalid, illegal, or unenforceable part was not contained herein.

18. Grantee hereby agrees to pay all costs and fees in conjunction with the filing or recording of this instrument in or with any public place or with any public agency or sub- division thereof.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Deed to be fully executed the day and year first-above written.

Attest:

Assistant Secretary

CONSOLIDATED RAIL CORPORATION

By: C W Owens

C. W. OWENS
V.P. - ENGR. & STAFF

Attest:

Assistant Secretary

NEW JERSEY BELL TELEPHONE COMPANY

By: J A Motusesky

J. A. MOTUSESKY, JR.
GENERAL MANAGER - CEA

This contract has been reviewed and approved as to legal content by the Law Department of Consolidated Rail Corporation.

Franca Gluijm

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE
TRANSVERSE CROSSINGS AND LONGITUDINAL
OCCUPATIONS

SECRETARY'S REGISTRY NO. 192 54

THIS AGREEMENT, made this 16th day of October, 1974,

between Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in Reorganization under Section 77 of the Bankruptcy Act

parties of the first part (hereinafter called "Railroad") and NEW JERSEY BELL TELEPHONE COMPANY, a New Jersey Corporation

, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 50-pair communication cable, over and across the land, roadway and tracks of Railroad at Valuation Station 15+087, located 717 feet south of Mile Post 3, at a point 0.08 of a mile north of the Station of Hoboken, New Jersey.

LN-6

SEPARATION NO. N 191-16

192 547

3457 382

APPENDIX "A"

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER 458692

Registry No. 264 045

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made this 9th day of May, 1983,

between CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation

party of the first part (hereinafter called "Railroad") and NEW JERSEY BELL TELEPHONE COMPANY, a New Jersey Corporation

, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 300-pair telephone cable , together with two (2) poles, over and across the land, roadway and tracks of the National Docks Secondary Track of Railroad (formerly held by The Lehigh Valley Railroad Company) at Valuation Station 248+40±, located 1679 feet south of Mile Post 6, at a point in the City of Bayonne, Hudson County, New Jersey,

LN-6

SEPARATION NO. N 221-14

264045

APPENDIX "A" 3457 396

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER 45-0-1692

ITEM NUMBER 33 **OF** 42 **RENT NUMBER** 44708602

AGREEMENT, made this 6th - - - - - - - day of February - - - - - -, in the year of our Lord One thousand nine hundred and forty (A. D. 1940), by and between THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY and THE PENNSYLVANIA RAILROAD COMPANY, Lessee of The United New Jersey Railroad and Canal Company, hereinafter called the "Railroad Companies", parties of the first part, and NEW JERSEY BELL TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, hereinafter called the "Telephone Company", party of the second part,

WITNESSETH, that the Railroad Companies, in so far as they have the right to do, hereby extend to the Telephone Company permission and privilege to construct, maintain and renew two (2) creosoted wood ducts, one containing one (1) 51-pair, 24-gauge cable and the other presently unoccupied, under and across the right-of-way and tracks of the Railroad Companies, on the Centre Street Branch, at a point, within the line of First Street, 1,494 feet east from the centre of River Street Freight Station; also to erect, maintain and renew two (2) poles and various cables over and across certain side-tracks of the Railroad Companies, within the lines of said First and Essex Streets, abutting Railroad right-of-way or property; as well as to construct, maintain and renew one (1) anchor guy upon Railroad right-of-way or property, near the intersection of First and Essex Streets, in the Town of Hoboken, County of Hudson and State of New Jersey: as shown in yellow on the plan attached hereto, made a part hereof and marked Exhibit "A"; under and subject to the following terms and conditions, which are agreed and assented to by the Telephone Company, to wit:

SEPARATION NO. N 195-21

3457 397

APPENDIX "A"

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER 45016 92

ITEM NUMBER 34 **OF** 42 **RENT NUMBER** 2970492

GRANTEE IDENTIFICATION _____

AGREEMENT, made this 2nd day of March, A. D. 1953, by and between THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY and THE PENNSYLVANIA RAILROAD COMPANY, Lessee of the railroad and property of The United New Jersey Railroad and Canal Company, hereinafter called the "Railroads", parties of the first part, and NEW JERSEY BELL TELEPHONE COMPANY, a New Jersey corporation, hereinafter called the "Utility", party of the second part;

WITNESSETH, that the said Railroads, in so far as they have the legal right and their present title permits, hereby extend to the said Utility permission and privilege, as a mere license revocable and terminable upon notice as hereinafter provided, to erect, maintain, repair and renew three (3) poles, together with an anchor guy, carrying cables to provide service to a tenant of the Railroads, among others, upon property of the Railroads, on the northerly side of Pennsylvania Avenue, and at and in vicinity of Jacobus Avenue, and to attach said cables to two (2) poles and a building of the Railroads, in the Town of Kearny, County of Hudson and State of New Jersey: the location of said facilities being shown in yellow on that portion marked "Exhibit 'A'" of the plan attached hereto and made a part hereof, and certain details thereof being shown on that portion marked "Exhibit 'B'" of said plan; under and subject to the following terms and conditions, which are agreed and assented to by the Utility, to wit:

First: (a) The said facilities shall be of such materials and shall be constructed or erected and attached by the Utility in such manner and at such

SEPARATION NO. N 196-3

APPENDIX "A" 3457 398

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER 4500192

ITEM NUMBER 35 **OF** 42 **RENT NUMBER** 2970332

29-70365
550

SECRETARY'S REGISTRY NO. 190 707

THE PENNSYLVANIA RAILROAD COMPANY

LICENSE to INDIVIDUALS or CORPORATIONS for ELECTRIC TRANSMISSION LINES (Power or Communication) or PIPE LINES across the RIGHT-OF-WAY, TRACKS and PROPERTY of the Railroad Company

THIS AGREEMENT, made this 25th day of March in the year of our Lord one thousand nine hundred and Fifty-Eight (A. D. 1958) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of The United New Jersey Railroad and Canal Company, as Lessee

hereinafter called the Railroad Company, party of the first part, and
New Jersey Bell Telephone Company,
540 Broad Street, Newark 1, N. J.

hereinafter called the Licensee, party of the second part, conducting business under the laws of the State of New Jersey, and organized as follows:—(See Note 1.) A Corporation organized and existing under the laws of the State of New Jersey

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Licensee desires to construct, operate and maintain certain wires, or cables, or pipe lines, and appurtenances, (such wires or cables or pipe lines as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables, pipe lines and appurtenances") across the right-of-way or property of the Railroad Company which are described in general terms and expressed in purpose as follows:—

(a) Location:— Jersey City - Summit Avenue Bridge 2.86
1. Mile post 2 plus 4475 feet. Westwardly
2. Name of nearest station Jersey City
3. County Hudson 4. State New Jersey

(b) Purpose:—
WIRE LINES 1. Communication, or 2. [illegible]
PIPE LINES 3. [illegible]
5. [illegible]

(c) Description of the construction (naming pressure expected on pipe lines) and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 2.)

Telephone conduits and cables beneath the surface of west sidewalk of Railroad Company's Summit Avenue bridge. Licensee to maintain west sidewalk of bridge.

SEPARATION NO. N197-7

APPENDIX "A" 3457 399

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER 45001692

ITEM NUMBER 36 **OF** 42 **RENT NUMBER** 29703652

GRANTEE IDENTIFICATION

FORMAT—9-67—2M
(Printed in U.S.A.)

No. 155749

This Agreement, made this 26th day

of January, 1970, between PENN CENTRAL TRANSPORTATION COMPANY, A Pennsylvania Corporation

, hereinafter called First Party, and NEW JERSEY BELL TELEPHONE COMPANY, a New Jersey Corporation,

hereinafter called Second Party,

Witnesseth, that the parties hereto, in consideration of the covenants and agreements hereinafter contained, covenant and agree as follows:

First Party hereby licenses and permits, but without warranty, the Second Party, to construct, maintain, operate, repair and use one (1) 400 pair telephone cable over and across the lands, roadway and tracks of First Party at valuation station 3+450±, located at a point 1.63 miles north of the valuation station of Weehawken, N. J.; said facilities to be constructed, maintained, operated, repaired and used in accordance with Drawing 64-1, submitted by Second Party and approved by First Party,

which is hereto attached and hereby made a part of this instrument, all of which is hereinafter referred to as the "WORK," upon the following terms and conditions, all of which Second Party covenants and agrees to keep, abide by and perform:

FIRST: Said WORK shall be done at such time or times, in such manner, with such material and under such general conditions as shall be satisfactory to and approved by the Chief Engineer of First Party, or his duly authorized agent, and as will not interfere with the proper and safe use, operation,

SEPARATION NO. N 197-18 155749

APPENDIX "A" 3457 400

AGREEMENT CONVERSION PROJECT

EASEMENT REGISTRY NUMBER 45001692

ITEM NUMBER 37 **OF** 42 **RENT NUMBER** 29705092

005326 93 SEP -1 AM 10: 30 GEPSE&G

RECEIVED

GRANT OF EASEMENT

THIS AGREEMENT, made this 9th day of August, 1993, between **CONSOLIDATED RAIL CORPORATION**, a Corporation of the Commonwealth of Pennsylvania, with its registered office at Two Commerce Square, 2001 Market Street, 19101-1417, hereinafter referred to as "Grantor" and **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a Corporation of the State of New Jersey, with its principal offices at 80 Park Plaza, Newark, New Jersey 07101, hereinafter referred to as "Grantee".

WITNESSETH

Grantor, for and in consideration of Eleven Thousand Seven Hundred Twenty-five Dollars ($11,725.00) in further consideration of Grantee keeping and performing the covenants and conditions hereinafter stated on the part of Grantee to be kept and performed, does hereby grant unto Grantee, to the extent the title of Grantor so permits, an easement only for the actual physical space required for the occupancy of Two (2) 230,000 volt pipe type cables along with Two (2) 5-inch PVC ducts to contain fiber optic cable together with the right to come upon the land of Grantor to construct, maintain, repair, alter, renew, relocate and ultimately remove the "FACILITIES" and together with the space and dimensions for the necessary structures in support thereof, through the lands of the National Docks Secondary Line Code 0509 under the New Jersey Turnpike opposite Mile Post 1.0 in the City of Jersey City, County of Hudson and State of New Jersey in accordance with construction Drawing(s) TU-24-C-4079, submitted by Grantee to, and approved by, the Chief Engineer of Grantor and attached hereto and made a part of this Grant, and also in accordance with the current issues of Grantor's Specifications Nos. CE-4 and or CE-8 (such construction Drawings and Grantor's Specifications hereinafter collectively called "The Plans"). This Grant, however, shall be under and subject to the following terms, covenants, conditions, agreements, provisions and stipulations as hereinafter recited, which are hereby agreed to and accepted by Grantee, to wit

Prepared by Kenneth E. Helmink

1.1 The Plans shall apply to the FACILITIES and no change shall be made thereto, including, but not limited to, change in location, nature, size, number or use of the FACILITIES without the prior written consent of the Chief Engineer - Design and Construction of Grantor or his designee, (hereinafter referred to as the "Chief Engineer").

1.2 Grantee shall not commence any work of installation, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES unless and until the mechanics of construction and all matters related thereto shall have received the approval of the Chief Engineer or his representative.

1.3 The work of installation, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES shall be done under general conditions and with such materials satisfactory to and approved by the Chief Engineer and shall not interfere with the proper and safe use and operation of the property of Grantor, provided, however, that if any governmental authority having jurisdiction over the FACILITIES has determined the manner and means of installation, maintenance, repair, alteration, renewal, relocation, replacement or removal thereof, then such determination shall prevail, provided such determination is more restrictive, and Grantee agrees to comply therewith at all times at its sole cost and expense.

1.4 Grantee, at its own cost and expense, when performing any work in connection with the FACILITIES shall furnish watchmen to keep persons, equipment and materials under the care, custody or control of Grantee and its agents and contractors a safe distance from the tracks of Grantor. However, if at any time Grantor should deem flagmen, watchmen or inspectors desirable or necessary to protect its operations or property, or its employees, patrons or licensees and their property, during the course of installation, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES, Grantor shall have the right to place such flagmen, watchmen or inspectors, and Grantee agrees to bear the full cost, as specified in Paragraph 7 of this Grant, and expense thereof. The furnishing or failure to furnish flagmen, watchmen or inspectors by Grantor, however, shall not release Grantee from any liabilities assumed by Grantee hereunder.

2. If Grantee desires, or is required as herein provided, to revise, replace, relocate, add to, or alter any of the FACILITIES, it shall submit detailed plans satisfactory to, and obtain the written approval of, the Chief Engineer before any work is commenced, and the terms and conditions of this Grant of Easement shall apply thereto. In the event of new construction, expansion or changes in the existing FACILITIES (including, without limitation, any changes in the nature of the product carried by, through, in or upon the FACILITIES), Grantor reserves the right to assess additional charges, which Grantee hereby agrees to pay.

3. Grantee shall maintain, repair and renew the FACILITIES at its sole cost and expense. Grantor, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may, with or without notice to Grantee, make such repairs and renewals and furnish such material as it may deem adequate and necessary, all at the sole cost and expense of Grantee.

4. The right of inspection of the FACILITIES by Grantor shall extend for an appropriate distance, inasmuch as the method of construction and the materials used in the construction, maintenance, repair, alteration, renewal, replacement or relocation of the FACILITIES may have a significant impact upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Grantor.

5. Grantee shall comply with all statutes, regulations, orders, directives, ordinances and similar promulgations of law applicable to the FACILITIES, and shall assume all cost, expense and responsibility in connection therewith, without any liability therefor on the part of the Grantor, and Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against all costs, fines, penalties and expenses arising from the failure of Grantee to so comply.

6.1 Grantee understands that the railroad operations at or near the FACILITIES involve some risk, and Grantee, as part of the consideration for this Grant, and with full knowledge and appreciate of such risk, hereby releases and waives any right to ask for or demand direct or consequential damages for or on account of any loss or injury to any property of Grantee and its employees, including property in the care custody and control of Grantee, and to the FACILITIES and contents thereof that are over, under, upon or in the property of Grantor, including loss of, or interference with, service or use thereof.

6.2 Grantee also covenants and agrees to indemnify, defend and save harmless Grantor from and against all cost and expense arising from, or in connection with, any and all losses, damages, detriments, suits, claims, demands, costs and charges which Grantor may directly or indirectly suffer,

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sustain or be subjected to by reason of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES, in, on, about, under, over or from the property of Grantor, whether such loss and damage be suffered or sustained by Grantor directly, or by its employees, patrons or licensees, or other persons or entities, including Grantee, its employees and agents, and whether attributable to the act, omission or neglect of Grantor or any other person or entity, except when proved by Grantee to be due directly to the sole negligence of Grantor.

6.3 Notwithstanding anything contained in Paragraph 6.2, and irrespective of any negligence of Grantor, Grantee assumes sole responsibility for, and agrees to indemnify, save harmless and defend Grantor from and against all claims, actions, or legal proceedings arising, in whole or in part, from (1) the failure of Grantee to comply with any obligations imposed on it by this Grant, or (2) any claims, actions, or legal proceedings under the Federal Employer's Liability Act and any amendments to such Act now or hereafter in effect, alleging or claiming, in legal effect, that Grantor in respect to that portion of its land which lies under or near the FACILITIES, failed to correct or guard against an unsafe condition or failed to furnish a safe place to work. Failure by Grantor to make verbal or written complaints to Grantee with respect to unsafe working conditions or with respect to Grantee's failure to carry out its obligations under this Grant or knowledge on the part of Grantor of such unsafe working conditions or place to work and of such failures by Grantee to carry out its obligations under this Grant shall not be deemed to constitute acquiescence therein by Grantor or actionable negligence on the part of Grantor.

6.4 If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

7. Except as provided in Paragraph 9 of this Grant, all cost and expense in connection with the installation, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES shall be borne by Grantee, and in the event of work being performed or material furnished by Grantor under the stipulated right to perform such work under any section hereof, Grantee agrees to pay to Grantor the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses, and the actual cost of labor plus the current applicable overhead percentages as developed and published by the Accounting Department of Grantor for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses, including but not limited to, automobile mileage charges then in effect as published by the United States Government. It is understood that such material and labor overhead charges shall be applied at the rates which are effective at the time of the performance of any such work by employees of Grantor. Grantee agrees to pay such bills within thirty (30) days of the presentation thereof by Grantor.

8. Upon the removal or abandonment of any of the FACILITIES, Grantee shall (a) remove from Grantor's property such of the FACILITIES as shall have been abandoned, (or shall have been abandoned in place with the approval of and in a manner satisfactory to the Chief Engineer) and Grantee shall restore the property to a condition satisfactory to Grantor, and (b) deliver to Grantor, a

release of this Grant of Easement satisfactory to Grantor, in recordable form, with respect to FACILITIES. If Grantee fails or refuses to remove such FACILITIES within one hundred (180) days after requested to do so by Grantor, Grantor shall have the right but not the obligati remove such FACILITIES at the cost of Grantee, and Grantor shall not be liable to Grantee for removal. The term "abandonment" as used herein shall mean the cessation of use for a period less than one (1) year.

9. Grantee shall, at its sole cost and expense, upon request in writing by Grantor, promptly cl the location of the FACILITIES to another location to permit and accommodate changes of gra alignment of, or improvement in or additions to, the facilities of the Grantor. Such reloc construction shall at all times comply with the terms and conditions of Grant with respect to original construction. In conjunction with the foregoing, however, Grantor shall give Grante opportunity to seek alternative methods, acceptable to Grantor, which would eliminate the necessi relocating the FACILITIES, including but not limited to the acquisition of additional land at Gran sole cost and expense, which could accommodate the changes of grade or alignment of improvements in or additions to, the facilities of Grantor.

10.1 In the event the FACILITIES consist of electrical power or communication wires appurtenances, Grantee shall promptly remedy any inductive interference growing out of, or resul from the presence of the FACILITIES, and if Grantee fails to do so, then Grantor may do so, Grantee agrees to pay to Grantor on demand the full cost and expense thereof.

10.2 In the event the FACILITIES consist of an underground occupation, Grantee will responsible for any settlement caused to the land, tracks, facilities, and appurtenances of Gran arising or resulting from the installation, maintenance, repair, alteration, renewal, relocati replacement or removal of the FACILITIES for a period of one (1) year subsequent to the date completion of such work, and Grantee agrees to pay to Grantor on demand the full cost and expense correcting such settlement.

11. As further part of the consideration for this Grant, Grantee covenants and agrees to indemni defend and hold Grantor harmless from and against any liens, assessments, taxes or charges of a kind made against Grantor or any of its property by reason of the construction, maintenance or use any of the FACILITIES, and Grantee covenants and agrees to pay Grantor, promptly upon bi rendered therefor, the full amount of any such liens, assessments, taxes or charges rendered again Grantor or any of its property, including penalties, interest, late fees and the costs to remove or bon any lien, assessment, tax or charge from official records.

12. If any part of this Grant is determined to be invalid, illegal or unenforceable, suc determination shall not affect the validity, legality or enforceability of any other part of this Grant, an the remaining parts of this Grant shall be enforced as if such invalid, illegal or unenforceable part wer not contained herein.

13. The rights herein granted are subject to the railroad uses and facilities of Grantor located on th land hereinabove described. Grantor reserves the right to use such land, or any part thereof, for rai transportation and related purposes and for all other purposes which are not inconsistent, or which do not interfere with, or impair, the right granted by this Grant.

14. If the Grantee's right to exercise the rights herein granted shall be challenged through legal process by any third party on the grounds that the Grantor did not have sufficient interest to grant such rights, the Grantor consents and agrees in such event, and insofar as it may lawfully do so, to the acquisition by the Grantee of such rights by (or in lieu of) the power of eminent domain, but in the event of the exercise of such power by Grantee, such rights so acquired shall be subject to and exercised in accordance with the terms and provisions of this Grant. If, however, Grantee is unable to acquire such rights by (or in lieu of) eminent domain as a result of a successful legal challenge, then Grantor shall pay to Grantee, and Grantee hereby agrees to accept as liquidated damages, the amount of consideration paid under this Grant by Grantee, prorated, however, to the portion or portions of land under this Grant which Grantee is unable to acquire.

15. The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Grant so requires.

16. The terms and conditions of this Grant shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

17. Grantee hereby agrees to pay all costs and fees in conjunction with the filing or recording of this instrument in or with any public place or with any public agency or subdivision.

18. The communications FACILITIES shall be used soley for the communication of Grantee between and among its various office.

19. Any sale, resale, lease, distribution, license, franchise or franchise or transfer of any nature, voluntarily or involuntarily, of communication services or data by Grantee for profit without the express prior written consent of Grantor in each instance shall cause this Grant to become *ipso facto* null and void without any notice to Grantee.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Grant to be fully executed the day and year first-above written.

ATTEST:

CONSOLIDATED RAIL CORPORATION

BY _____

J D Cossel
Chief Engineer
Design and Construction

ATTEST:

Assistant Secretary

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

BY _____

ROGER M. NELSON
General Manager
Corporate Properties

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF PHILADELPHIA :

On this 24 day of August, 1993, before me a Notary Public, the undersigned o personally appeared J.D. Cossel, who acknowledged himself to be the Chief Eng Design & Construction of Consolidated Rail Corporation, a corporation, and that h such, being authorized to do so, executed the foregoing instrument for the purp therein contained by signing the name of the corporation by himself as Chief Eng Design & Construction.

The full and actual consideration paid or to be paid for the transfer of title to r evidenced by the within Grant of Easement, as such consideration is defined in 1968, C. 49, Section 1(c) is $11,725.00.

Notarial Seal
William Henry Swanner, Notary Public
Philadelphia, Philadelphia County
My Commission Expires May 2, 1996
Member, Pennsylvania Association of Notaries

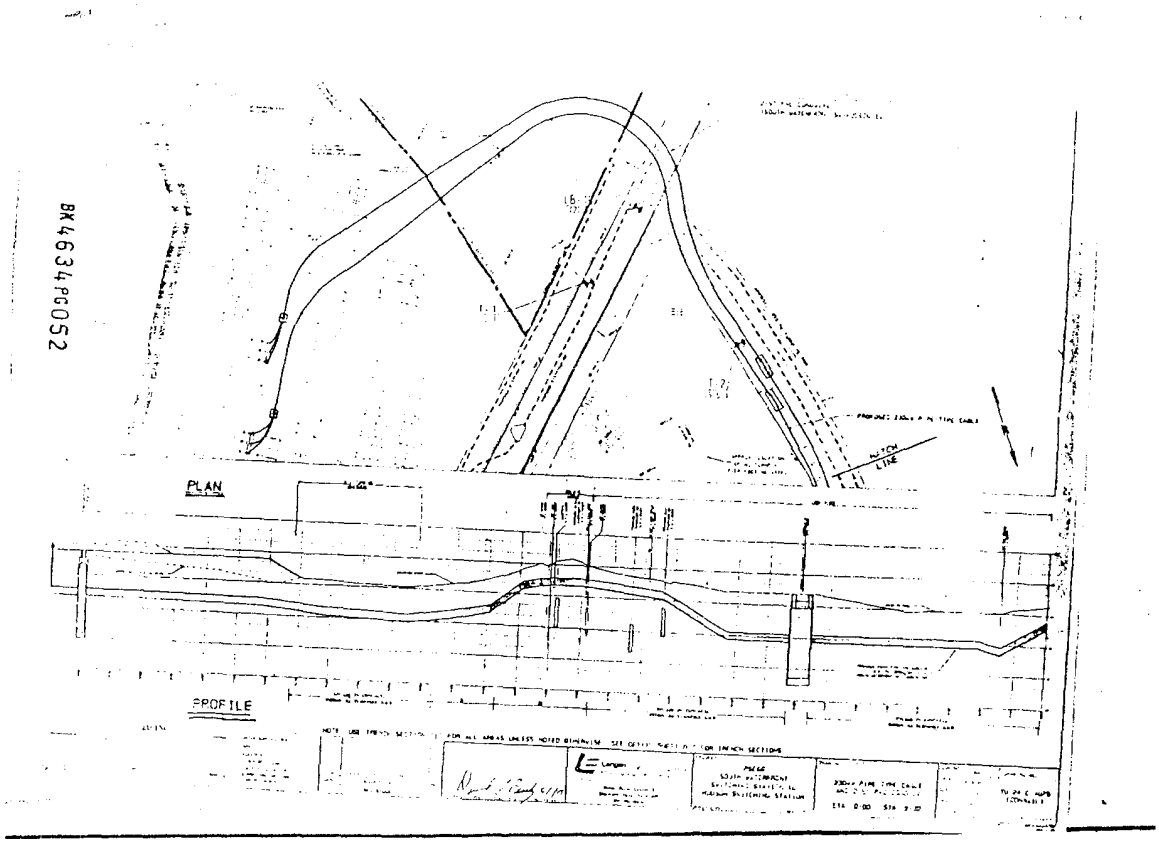
William Henry Swanner
Notary Public

STATE OF NEW JERSEY :
: ss
COUNTY OF ESSEX :

On this 18 day of August, 1993, before me a Notary Public, the undersigned off personally appeared ROGER M.NELSON, who acknowledged himself to be General Manager -Corporate Properties of Public Service Electric and Gas Compar corporation, and that he as such, being authorized to do so, executed the foreg instrument for the purposes therein contained by signing the name of the corporatio himself as General Manager - Corporate Properties.

Delores D. King
Notary Public

DELORES D. KING
Notary Public, State of New Jersey
No. 2079138
Qualified in Essex County
Commission Expires August 16, 1995


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GRANT OF EASEMENT

HUDSON COUNTY

THIS AGREEMENT, made this 11th day of August, 1993, between **CONSOLIDATED RAIL CORPORATION**, a Corporation of the Commonwealth of Pennsylvania, with its registered office at Two Commerce Square, 2001 Market Street, 19101-1417, hereinafter referred to as "Grantor" and **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a Corporation of the State of New Jersey, with its principal offices at 80 Park Plaza, Newark, New Jersey 07101, hereinafter referred to as "Grantee".

WITNESSETH

Grantor, for and in consideration of Eighteen Thousand Nine Hundred Twenty-five Dollars ($18,925.00) in further consideration of Grantee keeping and performing the covenants and conditions hereinafter stated on the part of Grantee to be kept and performed, does hereby grant unto Grantee, to the extent the title of Grantor so permits, an easement only for the actual physical space required for the occupancy of Three (3) 230,000 volt Pipe-type cables and Four (4) fiber optic cables encased in concrete together with the right to come upon the land of Grantor to construct, maintain, repair, alter, renew, relocate and ultimately remove the "FACILITIES" and together with the space and dimensions for the necessary structures in support thereof, through the lands and under and across the tracks of the Passaic/Harsimus Line of Grantor (Line Code 1420), at Valuation Station 11+50±, at Mile Post 0.22 in the City of Jersey City, County of Hudson and State of New Jersey, in accordance with construction Drawing(s) C-2, C-2A and D-1, submitted by Grantee to, and approved by, the Chief Engineer of Grantor and attached hereto and made a part of this Grant, and also in accordance with the current issues of Grantor's Specifications Nos. CE-4 and or CE-8 (such construction Drawings and Grantor's Specifications hereinafter collectively called "The Plans"). This Grant, however, shall be under and subject to the following terms, covenants, conditions, agreements, provisions and stipulations as hereinafter recited, which are hereby agreed to and accepted by Grantee, to wit:

Prepared By Kenneth E. Belmink

1.1 The Plans shall apply to the FACILITIES and no change shall be made thereto, including, but not limited to, change in location, nature, size, number or use of the FACILITIES without the prior written consent of the Chief Engineer - Design and Construction of Grantor or his designee, (hereinafter referred to as the "Chief Engineer").

1.2 Grantee shall not commence any work of installation, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES unless and until the mechanics of construction and all matters related thereto shall have received the approval of the Chief Engineer or his representative.

1.3 The work of installation, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES shall be done under general conditions and with such materials satisfactory to and approved by the Chief Engineer and shall not interfere with the proper and safe use and operation of the property of Grantor; provided, however, that if any governmental authority having jurisdiction over the FACILITIES has determined the manner and means of installation, maintenance, repair, alteration, renewal, relocation, replacement or removal thereof, then such determination shall prevail, provided such determination is more restrictive, and Grantee agrees to comply therewith at all times at its sole cost and expense.

1.4 Grantee, at its own cost and expense, when performing any work in connection with FACILITIES shall furnish watchmen to keep persons, equipment and materials under the care, cust or control of Grantee and its agents and contractors a safe distance from the tracks of Gran However, if at any time Grantor should deem flagmen, watchmen or inspectors desirable or neces to protect its operations or property, or its employees, patrons or licensees and their property, dur the course of installation, maintenance, repair, alteration, renewal, relocation, replacement or remo of the FACILITIES, Grantor shall have the right to place such flagmen, watchmen or inspectors, Grantee agrees to bear the full cost, as specified in Paragraph 7 of this Grant, and expense there The furnishing or failure to furnish flagmen, watchmen or inspectors by Grantor, however, shall release Grantee from any liabilities assumed by Grantee hereunder.

2. If Grantee desires, or is required as herein provided, to revise, replace, relocate, add to, or a any of the FACILITIES, it shall submit detailed plans satisfactory to, and obtain the written appro of, the Chief Engineer before any work is commenced, and the terms and conditions of this Grant Easement shall apply thereto. In the event of new construction, expansion or changes in the existi FACILITIES (including, without limitation, any changes in the nature of the product carried through, in or upon the FACILITIES), Grantor reserves the right to assess additional charges, wh Grantee hereby agrees to pay.

3. Grantee shall maintain, repair and renew the FACILITIES at its sole cost and expense. Grant for the purpose of protecting and safeguarding its property, traffic, patrons or employees from dama or injury, may, with or without notice to Grantee, make such repairs and renewals and furnish su material as it may deem adequate and necessary, all at the sole cost and expense of Grantee.

4. The right of inspection of the FACILITIES by Grantor shall extend for an appropriate distan inasmuch as the method of construction and the materials used in the construction, maintenan repair, alteration, renewal, replacement or relocation of the FACILITIES may have a significa impact upon the strength and stability of the FACILITIES over, under, upon, or in the property of Grantor.

5. Grantee shall comply with all statutes, regulations, orders, directives, ordinances and simil promulgations of law applicable to the FACILITIES, and shall assume all cost, expense a responsibility in connection therewith, without any liability therefor on the part of the Grantor, a Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against all cost fines, penalties and expenses arising from the failure of Grantee to so comply.

6.1 Grantee understands that the railroad operations at or near the FACILITIES involve some risk and Grantee, as part of the consideration for this Grant, and with full knowledge and appreciate such risk, hereby releases and waives any right to ask for or demand direct or consequential damag for or on account of any loss or injury to any property of Grantee and its employees, includin property in the care custody and control of Grantee, and to the FACILITIES and contents thereof th are over, under, upon or in the property of Grantor, including loss of, or interference with, service use thereof.

6.2 Grantee also covenants and agrees to indemnify, defend and save harmless Grantor from an against all cost and expense arising from, or in connection with, any and all losses, damage detriments, suits, claims, demands, costs and charges which Grantor may directly or indirectly suffe

sustain or be subjected to by reason of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES, in, on, about, under, over or from the property of Grantor, whether such loss and damage be suffered or sustained by Grantor directly, or by its employees, patrons or licensees, or other persons or entities, including Grantee, its employees and agents, and whether attributable to the act, omission or neglect of Grantor or any other person or entity, except when proved by Grantee to be due directly to the sole negligence of Grantor.

6.3 Notwithstanding anything contained in Paragraph 6.2, and irrespective of any negligence of Grantor, Grantee assumes sole responsibility for, and agrees to indemnify, save harmless and defend Grantor from and against all claims, actions, or legal proceedings arising, in whole or in part, from (1) the failure of Grantee to comply with any obligations imposed on it by this Grant, or (2) any claims, actions, or legal proceedings under the Federal Employer's Liability Act and any amendments to such Act now or hereafter in effect, alleging or claiming, in legal effect, that Grantor in respect to that portion of its land which lies under or near the FACILITIES, failed to correct or guard against an unsafe condition or failed to furnish a safe place to work. Failure by Grantor to make verbal or written complaints to Grantee with respect to unsafe working conditions or with respect to Grantee's failure to carry out its obligations under this Grant or knowledge on the part of Grantor of such unsafe working conditions or place to work and of such failures by Grantee to carry out its obligations under this Grant shall not be deemed to constitute acquiescence therein by Grantor or actionable negligence on the part of Grantor.

6.4 If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

7. Except as provided in Paragraph 9 of this Grant, all cost and expense in connection with the installation, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES shall be borne by Grantee, and in the event of work being performed or material furnished by Grantor under the stipulated right to perform such work under any section hereof, Grantee agrees to pay to Grantor the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses, and the actual cost of labor plus the current applicable overhead percentages as developed and published by the Accounting Department of Grantor for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses, including but not limited to, automobile mileage charges then in effect as published by the United States Government. It is understood that such material and labor overhead charges shall be applied at the rates which are effective at the time of the performance of any such work by employees of Grantor. Grantee agrees to pay such bills within thirty (30) days of the presentation thereof by Grantor.

8. Upon the removal or abandonment of any of the FACILITIES, Grantee shall (a) remove from Grantor's property such of the FACILITIES as shall have been abandoned, (or shall have been abandoned in place with the approval of and in a manner satisfactory to the Chief Engineer) and Grantee shall restore the property to a condition satisfactory to Grantor, and (b) deliver to Grantor, a

release of this Grant of Easement satisfactory to Grantor, in recordable form, with respect to FACILITIES. If Grantee fails or refuses to remove such FACILITIES within one hundred ei (180) days after requested to do so by Grantor, Grantor shall have the right but not the obligatio remove such FACILITIES at the cost of Grantee, and Grantor shall not be liable to Grantee for removal. The term "abandonment" as used herein shall mean the cessation of use for a period o less than one (1) year.

9. Grantee shall, at its sole cost and expense, upon request in writing by Grantor, promptly ch the location of the FACILITIES to another location to permit and accommodate changes of grad alignment of, or improvement in or additions to, the facilities of the Grantor. Such reloc construction shall at all times comply with the terms and conditions of Grant with respect to original construction. In conjunction with the foregoing, however, Grantor shall give Grante opportunity to seek alternative methods, acceptable to Grantor, which would eliminate the necessit relocating the FACILITIES, including but not limited to the acquisition of additional land at Gran sole cost and expense, which could accommodate the changes of grade or alignment of improvements in or additions to, the facilities of Grantor.

10.1 In the event the FACILITIES consist of electrical power or communication wires appurtenances, Grantee shall promptly remedy any inductive interference growing out of, or resul from the presence of the FACILITIES, and if Grantee fails to do so, then Grantor may do so, Grantee agrees to pay to Grantor on demand the full cost and expense thereof.

10.2 In the event the FACILITIES consist of an underground occupation, Grantee will responsible for any settlement caused to the land, tracks, facilities, and appurtenances of Gra arising or resulting from the installation, maintenance, repair, alteration, renewal, relocati replacement or removal of the FACILITIES for a period of one (1) year subsequent to the date completion of such work, and Grantee agrees to pay to Grantor on demand the full cost and expens correcting such settlement.

11. As further part of the consideration for this Grant, Grantee covenants and agrees to indemn defend and hold Grantor harmless from and against any liens, assessments, taxes or charges of kind made against Grantor or any of its property by reason of the construction, maintenance or use any of the FACILITIES, and Grantee covenants and agrees to pay Grantor, promptly upon b rendered therefor, the full amount of any such liens, assessments, taxes or charges rendered agai Grantor or any of its property, including penalties, interest, late fees and the costs to remove or bo any lien, assessment, tax or charge from official records.

12. If any part of this Grant is determined to be invalid, illegal or unenforceable, su determination shall not affect the validity, legality or enforceability of any other part of this Grant, a the remaining parts of this Grant shall be enforced as if such invalid, illegal or unenforceable part w not contained herein.

13. The rights herein granted are subject to the railroad uses and facilities of Grantor located on t land hereinabove described. Grantor reserves the right to use such land, or any part thereof, for r transportation and related purposes and for all other purposes which are not inconsistent, or which not interfere with, or impair, the right granted by this Grant.

14. If the Grantee's right to exercise the rights herein granted shall be challenged through legal process by any third party on the grounds that the Grantor did not have sufficient interest to grant such rights, the Grantor consents and agrees in such event, and insofar as it may lawfully do so, to the acquisition by the Grantee of such rights by (or in lieu of) the power of eminent domain, but in the event of the exercise of such power by Grantee, such rights so acquired shall be subject to and exercised in accordance with the terms and provisions of this Grant. If, however, Grantee is unable to acquire such rights by (or in lieu of) eminent domain as a result of a successful legal challenge, then Grantor shall pay to Grantee, and Grantee hereby agrees to accept as liquidated damages, the amount of consideration paid under this Grant by Grantee, prorated, however, to the portion or portions of land under this Grant which Grantee is unable to acquire.

15. The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Grant so requires.

16. The terms and conditions of this Grant shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

17. Grantee hereby agrees to pay all costs and fees in conjunction with the filing or recording of this instrument in or with any public place or with any public agency or subdivision.

18. The communications FACILITIES shall be used soley for the communication of Grantee between and among its various office.

19. Any sale, resale, lease, distribution, license, franchise or transfer of any nature, voluntarily or involuntarily, of communication services or data by Grantee for profit without the express prior written consent of Grantor in each instance shall cause this Grant to become *ipso facto* null and void without any notice to Grantee.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Grant to be fully executed the day and year first-above written.

ATTEST:

WILBERTA C. JACKSON
ASSISTANT SECRETARY

CONSOLIDATED RAIL CORPORATION

BY: J D Cossel

J. D. Cossel
Chief Engineer
Design and Construction

ATTEST:

Assistant Secretary

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

BY:

ROGER M. NELSON
General Manager
Corporate Properties

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ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF PHILADELPHIA :

On this 24 day of August, 1993, before me a Notary Public, the undersigned officer, personally appeared J.D. Cossel, who acknowledged himself to be the Chief Engineer Design & Construction of Consolidated Rail Corporation, a corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chief Engineer Design & Construction.

The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Grant of Easement, as such consideration is defined in P.L. 1968, C. 49, Section 1(c) is $18,925.00.

Notarial Seal
William Henry Swanner Notary Public
Philadelphia, Philadelphia County
My Commission Expires May 2, 1996
Member, Pennsylvania Association of Notaries

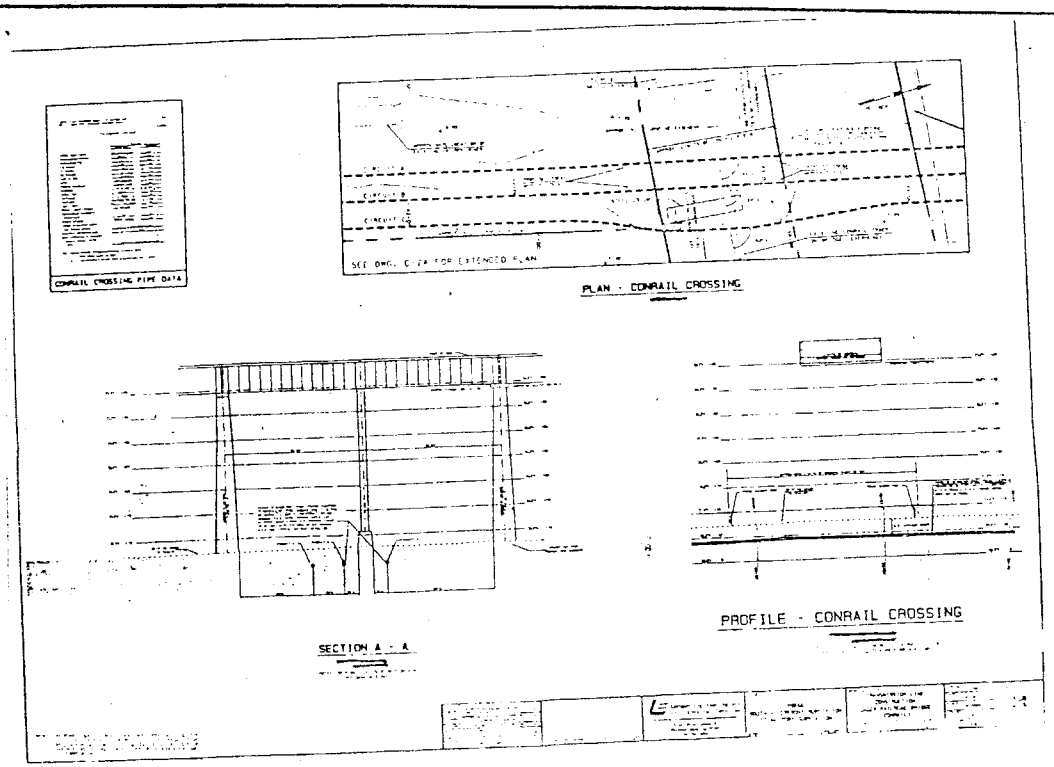
William Henry Swanner
Notary Public

STATE OF NEW JERSEY :
: ss
COUNTY OF ESSEX :

On this 18 day of August, 1993, before me a Notary Public, the undersigned officer, personally appeared ROGER M.NELSON, who acknowledged himself to be the General Manager -Corporate Properties of Public Service Electric and Gas Company, a corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as General Manager - Corporate Properties.

Delores D. King
Notary Public

DELORES D. KING
Notary Public, State of New Jersey
No. 2079138
Qualified in Essex County
Commission Expires August 15, 1995



BK4634PG060

576

178 - 576

PARCEL 16

WILLIAM H. NELLSON &

CAROLINE HIS WIFE

TO

THE NEW JERSEY RAIL ROAD

& TRANSPORTATION COMPANY

DEED DATED OCTOBER 1st. 1868.

THIS INDENTURE made the first day of October in the year One thous-
eight hundred and sixty eight .

BETWEEN WILLIAM H. NELLSON of the City County and State of New J-
Caroline Nellson his wife parties of the first part and THE NEW JERSEY RAIL ROAD AND TRANSP-
TATION COMPANY parties of the second part .

WITNESSETH that the said parties of the first part for and in con-
sideration of the sum of Three thousand and five hundred dollars lawful money of the United S-
-es of America to them in hand paid by the said party of the second part at or before the se-
sealing and delivery of these presents the receipt whereof is hereby acknowledged and the sa-
parties of the second part their successors and assigns forever released and discharged from
same by these presents have granted bargained sold aliened remised released and discharged
the same by these presents do grant bargain sell alien remise release convey and confirm unto
the said parties of the second part and to their successors and assigns forever .

ALL THOSE TWO CERTAIN LOTS pieces or parcels of land situate lying an-
being in Fifth Ward Jersey City County of Hudson and State of New Jersey being designated a-
Lots numbered Twenty one (21) and Twenty two (22) in Block numbered Two hundred and forty nin-
(249) and colored Yellow on a map on file in the office of the Clerk of said County of Hudson
showing the partition of the land at Pavonia in said Jersey City among the heirs of John B. Co-
deceased said Lots taken together being bounded and described as follows :

BEGINNING at a point in the Easterly line of Brunswick Street distan-
Fifty (50) feet Southerly from the Southeasterly corner of Brunswick and South Third Streets
thence running Easterly parallel with South Third Street One hundred (100) feet thence Southe-
parallel with Brunswick Street Forty five (45) feet to a certain Alley Way of Ten feet in wid-
running through the middle of Block parallel with and equi-distant from South Third and South
Fourth Streets thence running Westerly parallel with South Third Street One hundred (100) fee-
to Brunswick Street thence Northerly along the Easterly line of Brunswick Street Forty five (4-
feet to the point or place of beginning . Together with that part of the said Alley Way lying
between the centre line thereof and the premises herein described . Said Alley Way having be-
reserved for the private use of the owners and occupants of said Block .

TOGETHER with all and singular the tenements hereditaments and appurt-
-enances thereunto belonging or in any wise appertaining and the reversion and reversions rema-
-der and remainders rents issues and profits thereof .

AND ALSO all the estate right title interest dower and right of dow-
property possession claim and demand whatsoever as well in law as in equity of the said parties
of the first part of in or to the above described premises and every part and parcel thereof
with the appurtenances .

577

TO HAVE AND TO HOLD all and singular the above mentioned and described
premises together with the appurtenances unto the said parties of the second part their suc-
-cessors and assigns to their own proper use benefit and behoof forever .

AND THE SAID WILLIAM H. NELLSON for himself and his heirs executors and
administrators doth covenant grant and agree to and with the said parties of the second part
their successors and assigns that the said William H. Nellson at the time of the sealing and
delivery of these presents is lawfully seized in his own right of a good absolute and inde-
-feasible estate of inheritance in fee simple of and in all and singular the above granted
bargained and described premises with the appurtenances and hath good right full power and
lawful authority to grant bargain sell and convey the same in manner and form aforesaid .

AND THAT THE SAID PARTIES OF THE second part their successors and ass-
-igns shall and may at all times hereafter peaceably and quietly have hold use occupy possess
and enjoy the above granted premises and every part and parcel thereof with the appurtenances
without any let suit trouble molestation eviction or disturbance of the said parties of the
first part their heirs or assigns or of any other person or persons lawfully claiming or to
claim the same .

AND THAT THE SAME are now free clear discharged and unincumbered of and
from all former and other grants titles charges estates judgments taxes assessments and thing-
-s of what nature or kind soever .

AND ALSO that the said parties of the first part and their heirs and al-
and every other person or persons whomsoever lawfully or equitably deriving any estate right
title or interest of in or to the hereinbefore granted premises by from under or in trust for
either of them shall and will at any time or times hereafter upon the reasonable request and
at the proper costs and charges in the law of the said party of the second part their suc-
-cessors and assigns make do and execute or cause or procure to be made done or executed all
and every such further and other lawful and reasonable acts conveyances and assurances in the
law for the better and more effectually vesting and confirming the premises hereby intended to
be granted in and to the said party of the second part their successors and assigns forever
as by the said party of the second part their successors or assigns or their Counsel learned
in the law shall be reasonably devised advised or required .

AND THE SAID parties of the first part their heirs the above described
and hereby granted and released premises and every part and parcel thereof with the appurten-
-ances unto the said parties of the second part their successors and assigns against the said
parties of the first part and their heirs and against all and every person and persons whoso-
-ever lawfully claiming or to claim the same shall and will warrant and by these presents
forever defend .

IN WITNESS WHEREOF the said parties of the first part have hereunto set
their hands and seals the day and year first above written .

SIGNED SEALED & DELIVERED
in the presence of
Words "successors &c."
substituted for executors &c.
erased before signing .
EDWIN P. COBBET JUN.

WM. R. NEILSON (L.S.)
C. K. NEILSON (L.S.)

STATE OF NEW YORK
NEW YORK CITY & COUNTY , SS.

BE IT REMEMBERED that on this Sixteenth day of October in the year one thousand eight hundred and sixty eight before a Commissioner for the State of New Jersey residing in the City of New York personally appeared William R. Neilson and Caroline K. his wife who I am satisfied are grantors in the within indenture named and I having first made known unto the contents thereof they did severally acknowledge that they signed sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed .

AND THE SAID CAROLINE K. NEILSON being by me privately examined apart and apart from her said husband did further acknowledge that she signed sealed and delivered the same as her voluntary act and deed freely and without any fear threats of compulsion or from her said husband .

EDWIN P. COBBET JUNIOR
COMMISSIONER .

RECEIVED IN THE OFFICE &c. RECORDED
NOVEMBER 3d. 1868. at 11 3/4. o'clock, A. M.

PARCEL 17 178/569

EMILY NEILSON
TO
THE NEW JERSEY RAIL ROAD & TRANSPORTATION COMPANY

DEED DATED OCTOBER 1st. 1868.

THIS INDENTURE made the first day of October in the year one thousand eight hundred and sixty eight .

BETWEEN EMILY NEILSON of the City County and State of New York party of the first part and THE NEW JERSEY RAIL ROAD AND TRANSPORTATION COMPANY parties of the second part .

WITNESSETH that the said party of the first part for and in consideration of the sum of Thirty five hundred dollars lawful money of the United States of America to her in hand paid by the said parties of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said parties of the second part their successors and assigns forever released and discharged from the same by these presents hath granted bargained sold aliened remised released conveyed and confirmed and by these presents do grant bargain sell alien remise release convey and confirm unto the said parties of the second part and to their successors and assigns forever .

ALL THOSE TWO CERTAIN LOTS pieces or parcels of land situate lying and being in the Fifth Ward of Jersey City County of Hudson and State of New Jersey being designated as Lots numbered Twenty three (23) and Twenty four (24) in block numbered Two hundred and forty nine (249) and colored Yellow on a map on file in the office of the Clerk of said County of Hudson shewing the partition of the land at Paulus in said Jersey City among the heirs of John B. Coles deceased said lots taken together being bounded and described as follows :

BEGINNING at the Southeasterly corner of South Third and Brunswick Streets thence Running Easterly along the Southerly line of South Third Street One Hundred (100) feet thence Southerly parallel with Brunswick Street Fifty (50) feet thence Westerly parallel with South Third Street one hundred (100) feet to Brunswick Street thence Northerly along the Easterly line of Brunswick Street Fifty (50) feet to South Third Street the point or place of beginning .

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 ALSO all the estate right title interest property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances

TO HAVE AND TO HOLD all and singular the above mentioned and described premises together with the appurtenances unto the said parties of the second part their successors and assigns to their own proper use benefit and behoof forever .

AND THE SAID EMILY NEILSON for herself her heirs executors and admin-
-trators doth covenant grant and agree to and with the said parties of the second part their
successors and assigns that the said Emily Neilson at the time of the sealing and delivery
of these presents is lawfully seized in her own right of a good absolute and indefeasible
-state of inheritance in fee simple of and in all and singular the above granted bargained and
described premises with the appurtenances and hath good right full power and lawful authority
to grant bargain sell and convey the same in manner and form aforesaid .

AND THAT THE SAID parties of the second part their successors and assi-
-gns shall and may at all times hereafter peaceably and quietly have hold use occupy possess
and enjoy the above granted premises and every part and parcel thereof with the appurtenances
without any let suit trouble molestation eviction or disturbance of the said party of the
first part her heirs or assigns or of any other person or persons lawfully claiming or to
claim the same .

AND THAT THE SAME now are free clear discharged and unincumbered of and
from all former and other grants titles charges estates judgments taxes assessments and in-
-cumbrances of what nature or kind soever .

AND ALSO that the said party of the first part and their heirs and all
and every other person or persons whomsoever lawfully or equitably deriving any estate right
title or interest of in or to the hereinbefore granted premises by from under or in trust for
them shall and will at any time or times hereafter upon the reasonable request and at the cos-
-ts and charges in the law of the said party of the second part their successors and
assigns make do and execute or cause or procure to be made done or executed all and every
such further and other lawful and reasonable acts conveyances and assurances in the law for
the better and more effectually vesting and confirming the premises hereby intended to be gra-
-nted in and to the said party of the second part their successors and assigns as by the said
parties of the second part their successors or assigns or their Counsel learned in the law sh-
-all be reasonably devised advised or required .

AND THE SAID EMILY NEILSON her heirs the above described and hereby gra-
-nted and released premises and every part and parcel thereof with the appurtenances unto the
said parties of the second part their successors and assigns against the said party of the
first part and their heirs and against all and every person and persons whomsoever lawfully
claiming or to claim the same shall and will warrant and by these presents forever defend .

IN WITNESS WHEREOF the said party of the first part hath hereunto set
his hand and seal the day and year first above written .

SIGNED SEALED AND DELIVERED
in the presence of EMILY NEILSON (L.S.)

Words "successors"he. substituted
for executors & erased before signing .

EDWIN F. COMEY , JUN.

STATE OF NEW YORK

NEW YORK CITY AND COUNTY , SS.

BE IT REMEMBERED that on this Fifteenth day of October in the year one thousand eight hundred and sixty eight before me Edwin F. Comey Jr. a Commissioner for the State of New Jersey residing in the City of New York personally appeared Emily Neilson who I am satisfied is the grantor in the within indenture named and I having first made known to her the contents thereof she did acknowledge that she signed sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed .

WITNESS my hand and official Seal .

EDWIN F. COMEY , JUNIOR .

COMMISSIONER ?

RECEIVED IN THIS OFFICE & RECORDED

NOVEMBER 3d, 1868. at 11 3/4 O'clock. A. M.

176

510

CONTINUED

John Werder and

Eliza his wife

To

Robert C.Pacot

Dead Dated Oct. 1st. 1868

THIS INDENTURE made the first day of October in the year One thousand eight hundred and sixty eight. Between John Werder and Eliza his wife of the City of Jersey City in the County of Hudson and State of New Jersey ,party of the first part and Robert C.Pacot of the Township of Hackensack in the County of Bergen and State of New Jersey of the second part ,WITNESSETH, that the said party of the first part for and in consideration of the sum of Fifteen thousand three hundred dollars ($ 15,300) Lawful money of the United States of America to them in Hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second part his heirs executors and administrators forever released and discharged from the same by these presents Have granted bargained sold,aliened remised released conveyed and confirmed and by these presents do grant bargain sell alien remise release convey and Confirm unto the said party of the second part and to his heirs and assigns forever.

All those five certain lots pieces or parcels of land and premises situate in the City of Jersey City in the County of Hudson and State of New Jersey in Block numbered Xll (two hundred and one) on said block is laid out on a certain Map made by Joseph F.Mangin entitled "Map of that part of the town of Jersey City commonly called Paulus filed in the Office of the Clerk of the County of Bergen which said four lots are now known as Lots numbered Seventy eight(78) seventy nine(79) Ninety one (and 92 (ninety two) in said Block and taken together are described as follows ,Beginning at a point in the southerly side of South third or Hill street distant one hundred feet westerly from the southwesterly corner of Hill street and Jersey Avenue thence running southerly parallel with Jersey Avenue one hundred feet thence westerly parallel with South third or Hill street one Hundred and twenty five feet thence northerly parallel with Jersey Avenue one hundred feet to South third or Hill street thence easterly along the southerly side of South third or Hill street one Hundred and twenty five feet to the place of beginning subject to five feet in width of an alley or passage way upon the rear of said lots which alley or passage way of ten feet in aforesaid through the middle of said Block equi distant between South Third and South Fourth Streets for public and private sewerage aqueduct and drainage purposes and also for a common right of way for the private use of the owners or occupants of said block which passageway is subject to the regulations of the City authorities

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 also all the estate right title interest dower right of dower property possession claim and demand whatsoever as well in law as in equity of the said part of the first part of in or to the above described Premises and every part and parcel thereof with the appurtenances to have and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said Part of the second part Heirs and assigns to His own proper use benefit and behoof forever .

511

subject never the less to two certain mortgages upon said premises one to secure the sum of one thousand dollars and the interest thereon and the other for three thousand dollars and the interest thereon both of which mortgages with the interest to accrue thereon from October 15 1868 the party of the second part hereby assumes and agrees to pay and saitery having retained a sufficient amount of the purchase money afore said for that purpose and the said John Werder for himself his heirs executors and administrators doth covenant and grant and agree to and with the said party of the second part his heirs and assigns that the said John Werder at the time of the sealing and delivery of these presents is lawfully seized in his own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted bargained and described premises with the appurtenances and has good right and full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid and that the said party of the second part his heirs and assigns shall and may at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let suit trouble molestation eviction or disturbance of the said party of the first part their heirs or assigns or of any other person or persons lawfully claiming or to claim the same subject to the Mortgage aforesaid . And that the same now are free clear discharged and unincumbered of and from all former and other grants titles charges estates judgments taxes assessments and incumbrances of what nature or kind soever,except the Mortgages aforesaid .And also that the said party of the first part and their heirs and all and every other person or persons whomsoever lawfully or equitably deriving any estate right title or interest of in or to the hereinbefore granted premises by from under or in trust for them or either of them shall and will at any time ortimes hereafter upon the reasonable request and at the proper costs and charges in the law of the said party of the second part his heirs and assigns make do and execute or cause or procure to be made done or executed all and every such further and other lawful and reasonable acts conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part his heirs and assigns forever ,as by the said party of the second part his heirs or assigns or his or their Counsel learned in the law shall be reasonably devised advised or required .And the said John Werder and his heirs the above described and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the said party of the second part his heirs and assigns against the said party of the first part and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF,the said party of the first part have hereunto set their hands and Seals the day and year first above written.

John Werder (L.S.)

Signed sealed and delivered in the presence of J.R.Bertandyke

Eliza Werder (L.S.)

State of New Jersey

Hudson County S.S.

Be it remembered that on this fifteenth day of October in the year one

176

512

thousand eight hundred and sixty eight before me me Jacob R.Wortendyke a Master in Chan
of New Jersey personally appeared John Werder and Eliza his wife who I am satisfied ar
grantors in the within Indenture named and I having first made known to them the conten
thereof they did severally acknowledge that they signed sealed and delivered the same a
voluntary act and deed for the uses and purposes therein expressed.

And the said Eliza Werder being by me privately examined separate and apart from her ha
husband did further acknowledge that she signed sealed and delivered the same as her vo
act and deed freely and without any fear threats or compulsion of or from her said husb

J.R.Wortendyke

Master in Chancery
of New Jersey

Received in the Office and Recorded
Oct. 17th. 1868,at 10-30 Oclk. A.M.

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

PARCEL 6
203

the Same as her voluntary act and deed freely and without any fear threats or compulsion of or from her said husband

Received in the office & Recorded : PETER VON GLAHN
June 10th A. D. 1872 at 12 . M. : Commissioner of Deeds
[illegible] U. S.

HELEN S DRAKEN and Martin L Draken her husd : D E E D : D A T E D
To : Day
THE UNITED NEW JERSEY RAIL ROAD AND CANAL COMPANY : 27th : 1872

This Indenture Made the Twenty Seventh Day of May in the year One thousand eight Hundred and Seventy Two Between Helen S Draken wife of Martin L Draken and the said Martin L Draken of the City of Jersey City in the County of Hudson and State of New Jersey parties of the first part and the United New Jersey Rail Road and Canal Company a corporation existing under the laws of the State of New Jersey party of the Second part Witnesseth that the said party of the first part for and in consideration of the Sum of Forty one Thousand dollars lawful money of the United States of America to them in hand paid by the said party of the Second part at and before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the Second part their Successors forever released and discharged from the Same by these presents Have granted bargained sold aliened released conveyed and confirmed and by these presents Do grant bargain sell alien Release convey and confirm unto the said party of the Second part and to their Successors and assigns forever.

All those certain lots of land and premises with the brick Store front house erected thereon situate in the City of Jersey City in the County of Hudson and State of New Jersey and known as Lots No one (1) Sq two (2) and Sq three (3) in Block No Two Hundred and one (201) as Said block is laid out on a certain Map made by Joseph F Mangin entitled "A Map of that part of the Town of Jersey according to Plan called Paulus" filed in the Clerk's office of the County of Hudson A. D. 1821 and is more particularly described as follows Beginning at the South west Corner of Jersey Avenue and Sixth Street (late South Third Street) thence running

Easterly along the Southerly line of Sixth Street one hundred feet (100) thence running Southerly parallel with Jersey Avenue Seventy five (75) feet Thence running Westerly parallel with Sixth Street one hundred feet (100) to the west line of Jersey Avenue Thence running Northerly along the west line of Jersey Avenue Seventy five (75) feet to the point or place of beginning Being the same land and premises conveyed to the said Helen S Draken by Jonathan W Thurston and wife by two deeds one dated July 6th 1864 recorded in Liber 111 of Deeds for Hudson County page 417 &c the other dated September 1st 1866 and recorded in Liber 113 of deeds for said County page 734 &c.

And also all & all other certain piece or parcel of land with the frame dwelling house erected thereon Situate lying and being in the City of Jersey City in the County of Hudson and State of New Jersey bounded and described as follows beginning at a point in the Southerly line of Sixth Street (late South Third Street) distant Sixty (60) feet westerly from the Southwesterly corner of Sixth Street and Grove Street thence running Westerly along the Southerly line of Sixth Street twenty (20) feet thence Southerly parallel with Grove Street Seventy five (75) feet Thence running Easterly parallel with Sixth Street twenty (20) feet Thence running Northerly parallel with Grove Street Seventy five (75) feet to Sixth Street the point or place of beginning Being the Same land and premises conveyed to the Said Helen S Draken by Charles Brandon and wife by deed dated September 13th 1867 and recorded in Liber of deeds 134 for Hudson County page 444 &c.

Together with all and Singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and also all the estate right title interest property and right of dowery property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances To have and to Hold all and Singular the above mentioned and described premises together with the appurtenances unto the said party of the Second part their Successors and assigns to their own proper use benefit and behoof forever, And the said Helen S Draken for herself her heirs executors and administrators does hereby covenant grant and agree to and with the said party of the second

part their Successors and assigns that the Said Helen E Drohan at the time of the Sealing and delivery of these presents is lawfully Seized in her own right of a good absolute and indefeasible estate of Inheritance in fee Simple of and in all and Singular the above granted bargained and described premises with the appurtenances and has good right full power and lawful authority to grant bargain Sell and convey the Same in manner and form aforesaid and that the Said party of the Second part their Successors and assigns Shall and may at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let Suit trouble molestation eviction or disturbance of the Said party of the first part her heirs or assigns or of any other person or persons lawfully claiming or to claim the Same.

and that the Same now are free clear discharged and unincumbered of and from all former and other grants titles charges estates judgments taxes assessments and incumbrances of what nature or kind Soever and also that the said party of the first part and her heirs and all and every other person or persons whosoever lawfully or equitably deriving any estate right title or interest of in or to the hereinbefore granted premises by from under or in trust for her or them Shall and will at any time or times hereafter upon the request and at the proper costs and charges in the law of the said party of the Second part their Successors and assigns cause to and execute or cause or procure to be made Done or executed all and every Such further and other lawful and reasonable acts conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted to and to the said party of the Second part their Successors and assigns forever as by the said party of the Second part their Successors or assigns or their Counsel learned in the law Shall be reasonably devised advised or required and the said Helen E Drohan and Martin H Drohan and their heirs the above described and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the Said party of the Second part their Successors and assigns against the said party of the first part and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the

Same Shall and will Warrant and by these presents forever Defend In Witness Whereof the said party of the first part have hereunto Set their hands and Seals the day and year first above written

U S Revenue Stamp $1.10

Signed Sealed and delivered in the presence of wherever the words "heirs executors and administrators" are erased and wherever the word "Successors" is interlined also the word "dwelling" erased on 1st page was done before execution

[illegible] [illegible] (Seal)

[illegible] [illegible] (Seal)

JACOB WEART.

State of New Jersey : Be it Remembered that on this first day of
Hudson County s's : June in the year One thousand eight hundred and Seventy two before me Jacob Weart one of the Masters of the Court of Chancery in said State personally appeared Martin H Drohan and Helen E his wife who I am Satisfied are the grantors in the within Indenture named and I having first made known to them the contents thereof they did Severally acknowledge that they Signed Sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed and the said Helen E Drohan being by me privately examined Separate and apart from her said Husband did further acknowledge that she Signed Sealed and delivered the same as her voluntary act and deed freely and without any fear threats or compulsion of or from her Said husband.

Received in the office & Recorded : Jacob Weart
June 11th A D 1872 at 1.00 P M : Master in Chancery N. J.

[illegible]

[illegible] : [illegible] : Date
To : June
[illegible] : 3rd : 1872

This Indenture made the third day of June in the year One thousand eight hundred and Seventy two Between Jacob [illegible] Esquire of the City of Brooklyn County of Kings and State of New York party of the first part and Margaret E Lithgow [illegible] of East Hoboken County of Hudson and State of New York party of the Second part Witnesseth That the said party of the first part for and in consideration of the Sum of Four Hundred Dollars lawful money of the United States of America to me in hand paid by the said party of the Second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the Second part her heirs executors and administrators forever released and discharged from the Same by these presents

245

259

STATE OF NEW JERSEY }
HUDSON COUNTY } SS:

BE IT REMEMBERED that on this Twenty ninth day of July in the year one thousand eight hundred and Seventy two before me the Subscriber a Commissioner of Deeds in and for said County personally appeared CHARLES E. NEYHAM and MARY ANN his wife who I am satisfied are the grantors in the within Indenture named and I having first made known to them the contents thereof they did severally acknowledge that they signed sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed, and the said MARY ANN Wife of said Charles E. being by me privately examined apart from and separate from her said husband did further acknowledge that she signed sealed and delivered the same as her voluntary act and deed freely and without any fear threats of compulsion of or from her said husband.

Received in the office and Recorded } J. [illegible]
August 9, 1873 at 3:00 o'clock P.M. } COMMISSIONER OF DEEDS.

JAMES DAVIES
TO
THE UNITED N.J. RAILROAD & CANAL COMPANY
DEED
DATED
AUGUST 1st 1872

THIS INDENTURE made the First day of August in the year one thousand eight hundred and seventy two. BETWEEN JAMES DAVIES (Widower) of Jersey City in the County of Hudson and State of New Jersey party of the first part and THE UNITED NEW JERSEY RAIL ROAD and CANAL COMPANY a Corporation of said State party of the second part.

WITNESSETH: that the said party of the first part for and in consideration of the sum of three thousand two hundred and fifty dollars lawful money of the United States of America to him in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said

L.J.'S.

DEEDS— 257 259

PARCEL 16

the said party of the second part forever released and discharged from the same by these presents have granted bargained sold aliened remised released conveyed and confirmed and by these presents do grant bargain sell alien remise release convey and confirm unto the said party of the second part and to their successors and assigns forever.

ALL that certain lot piece or parcel of land with the two story and basement frame dwelling house erected thereon situate lying and being in Jersey City aforesaid and bounded and described as follows: BEGINNING at a point in the Southerly line of South Third now called Sixth Street distant (sd) forty eight feet Easterly from the Southeasterly corner of Sixth and Coles Streets thence running southerly parallel with Coles Street to through and beyond a party wall standing partly on the premises hereby conveyed and partly on the premises next adjoining Easterly thereto (Sd) fifty feet thence Easterly parallel with Sixth Streets (Sd) feet thence northerly parallel with Coles Street to through and beyond a party wall standing partly on the premises hereby conveyed and partly on the premises next adjoining Westerly thereto (Sd) fifty feet to Sixth Street thence Easterly along the Northerly line of Sixth Street (Sd) twelve feet to the point or place of BEGINNING. The respective party walls to be sustained repaired or rebuilt at the joint expense of the owners thereof.

BEING the same premises conveyed to the said JAMES DAVIES by WILLIAM C. SOCKUS and Wife by Deed the first day of April Eighteen Hundred and Sixty and Recorded in Book 87 of Deeds for Hudson County on pages 557 &c.

TOGETHER with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof. AND ALSO all the estate right title interest property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in and to the same and every part and parcel thereof with the appurtenances.

TO HAVE AND TO HOLD the above granted bargained and described premises with the appurtenances unto the said party of the second part, their

L.J.'S.

successors and assigns to their own proper use benefit and behoof forever.
AND the said JAMES DAVIES for himself his heirs executors and administrators
doth covenant grant and agree to and with the said party of the second part
their successors and assigns that the said JAMES DAVIES at the time of the
sealing and delivery of these presents is lawfully seized in his own
right of a good absolute and indefeasible estate of inheritance in fee
simple of and in all and singular the above granted bargained and described
premises with the appurtenances and has good right full power and lawful
authority to grant bargain sell and convey the same in manner and form
aforesaid. AND that the said party of the second part their successors
and assigns shall and may at all times hereafter peaceably and quietly
have hold use occupy possess and enjoy the above granted premises and
every part and parcel thereof with the appurtenances without any let
suit trouble molestation eviction or disturbance of the said party of
the first part its heirs or assigns or of any other person or persons
lawfully claiming or to claim the same.
AND that the same now are free clear discharged and unincumbered of
and from all former and other grants titles charges estates judgments
taxes assessments and incumbrances of what nature or kind soever.
AND ALSO that the said party of the first part and its heirs and all
and every other person or persons whomsoever lawfully or equitably de-
riving any estate right title or interest of in or to the hereby before
granted premises by from under or in trust for him or them shall and will
at any time or times hereafter upon the reasonable request and at the
proper costs and charges in the law of the said party of the second
part their successors and assigns make do and execute or cause or procure
to be made done and executed all and every such further and other
lawful and reasonable acts conveyances and assurances in the law for the
better and more effectually vesting and confirming the premises hereby
intended to be granted in and to the said party of the second part their
successors or assigns or their counsel learned in the law shall be
reasonably devised advised or required. AND the said JAMES DAVIES and
his heirs the above described and hereby granted and released premises
and every

L.O'B.

part and parcel thereof with the appurtenances unto the said party of
the second part their successors and assigns against the said party of
the first part and against all and every person and persons whomsoever
lawfully claiming or to claim the same shall and will Warrant and by
these Presents forever Defend.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

Sealed and Delivered
in the presence of
LUTHER S. MILLER

JAMES DAVIES L.S.

STATE OF NEW JERSEY }
HUDSON COUNTY } SS.:

BE IT REMEMBERED that on this first day of August in the year One thousand eight hundred and seventy two before me the subscriber a MASTER IN CHANCERY OF said State personally appeared JAMES DAVIES who I am satisfied is the grantor named in and who executed the within Indenture and I having first made known to him the contents thereof he did thereupon acknowledge that he signed sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

Received in the Office & Recorded
August 2, 1872 at 9:30 o'clock A.M.

LUTHER S. MILLER
MASTER IN CHANCERY OF N.J.

BENJAMIN CUTHBERT &
Catharine his Wife
TO
THE UNITED HAT JEANS
Mill Road & Canal
COMPANY

DEED
DATED
JULY 12, 1872

THIS INDENTURE made the Twelfth day of July in the year one thousand eight hundred and seventy two BETWEEN BENJAMIN CUTHBERT of Jersey City in the County of Hudson and State of New Jersey and CATHARINE CUTHBERT his Wife parties of the first part and

L.O'B.

THE UNITED New Jersey Railroad and Canal Company a body corporate of the State of New Jersey of the second part.

WITNESSETH: that the said parties of the first part for and in consideration of the sum of Thirty two hundred and fifty dollars ($3250.) lawful money of the United States of America to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second part their successors forever released and discharged from the same by these presents have granted bargained sold aliened remised released conveyed and confirmed and by these presents do grant bargain sell alien remise release convey and confirm unto the said party of the second part and to their successors and assigns forever.

ALL that certain lot piece or parcel of land with the two story and basement brick dwelling house erected thereon situate lying and being in Jersey City in the County of Hudson and State of New Jersey which on a Map of Jersey City made by Richmond City Surveyor 1871 and filed in the office of the Clerk of Hudson County, State aforesaid is known as part of lots (22) twenty three and (23) twenty four in block (201) Two hundred and one [illegible] (feet) three inches the corner of [illegible] Avenue and [illegible] Street and [illegible] hundred and ninety nine feet [illegible] Street Jersey City, which may be further described as follows. Beginning at a point in the Southwesterly line of State Street distant (60) Sixty feet westerly from the Southwesterly corner of said State and Bowne Streets thence running Southerly parallel with Bowne Street (23) Twenty four feet thence westerly parallel with State Street (99) Ninety feet thence Northerly parallel with Bowne Street (23) Twenty four feet thence easterly parallel with State Street to through and part of the party wall standing partly on the premises hereby surveyed and partly on the premises adjoining thereto (60) Sixty feet to said State Street thence Northerly along the Southerly line of State Street (23) twelve feet to the place of beginning, being the same premises surveyed by William [illegible] and Wife to Catherine Outwater wife of the said William aforesaid by Deed bearing date the fourth day of [illegible] 1891 duly recorded in the office of the Clerk of Hudson County in Liber [illegible] page [illegible].

L.3'B.

TOGETHER with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof. AND ALSO all the estate right title interest curtesy and dower property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part their successors and assigns to their own proper use benefit and behoof forever. AND the said Catherine Outwater & Steven Outwater for themselves heirs executors and administrators do covenant grant and agree to and with the said party of the second part their successors and assigns that the said Catherine Outwater at the time of the sealing and delivery of these presents is lawfully seized in her own right of a good absolute and indefeasible estate of inheritance in fee simple of and to all and singular the above granted bargained and described premises with the appurtenances and hath good right full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid. AND that the said party of the second part their successors and assigns shall and may at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let suit trouble molestation eviction or disturbance of the said parties of the first part their heirs or assigns or of any other person or persons lawfully claiming or to claim the same. AND that the same are free clear discharged and unincumbered of and from all former and other grants titles charges estates judgments taxes assessments and incumbrances of what nature or kind soever. AND ALSO that the said parties of the first part and their heirs and all and every other person or persons whomsoever lawfully or equitably deriving any estate right title or interest of in or to the hereinbefore

L.3'A.

erected premises by from under or in trust for either of them shall and will at any time or times hereafter upon the reasonable request and at the proper costs and charges in the law of the said party of the second part their successors and assigns make do and execute or cause or procure to be made done or executed all and every such further and other lawful and reasonable acts conveyances and assurance in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part their successors and assigns forever, as by the said party of the second part their successors or assigns or their counsel learned in the law shall be reasonably devised advised or required. AND the said CATHARINE OUTWATER and JOHN OUTWATER their heirs the above described and hereby granted and confirmed premises and every part and parcel thereof with the appurtenances unto the said party of the second part their heirs and assigns against the said parties of the first part and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will Warrant and by these presents forever defend.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
In the Presence of word "Executors" written where printed, words "Heirs" erased previous to execution.

J.O. DAVIS

Catharine Outwater [L.S.]

John Outwater [L.S.]

STATE OF NEW JERSEY }
HUDSON COUNTY } SS.:

BE IT REMEMBERED that on this First day of August in the year one thousand eight hundred and seventy two before me James V. Davis, Commissioner of Deeds personally appeared Catharine Outwater and Hudson Outwater who I am satisfied are the grantors in the within Indenture named and I having first made known to them the contents thereof they did each acknowledge that they signed sealed and delivered the same as their voluntary act and

L.O.G.

deed for the uses and purposes therein expressed. AND the said CATHARINE OUTWATER being by me privately examined separate and apart from her said husband did further acknowledge that she signed sealed and delivered the same as her voluntary act and deed freely and without any fear threats or compulsion of or from her said husband.

Received in the Office & Recorded August 9,1872 at 3.20 o'clock P.M. } JAMES V. DAVIS
COMMISSIONER OF DEEDS.

SARAH E. HENWICK & WIFE with her husband TO HENRY MAYER } DEED DATED JULY 26, 1872

THIS INDENTURE Made the twenty sixth day of July in the year one thousand eight hundred and seventy two. BETWEEN Sarah E. Henwick and Benjamin Rowell, her Husband of the Town of Greenville, County of Hudson and State of New Jersey parties of the first part and Henry Mayer of the City County and State of New York party of the second part.

WITNESSETH: that the said party of the first part for and in consideration of the sum of two thousand five hundred dollars lawful money of the United States of America to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second part, his heirs executors and administrators forever released and discharged from the same by these presents have granted bargained sold aliened remised released conveyed and confirmed and by these presents do grant bargain sell, alien remise release convey and confirm unto the said party of the second part and to his heirs and assigns forever.

ALL those three certain lots tracts pieces or parcels of land and premises with the buildings thereon erected situate lying and being in the Town of Greenville, County of Hudson and State of New Jersey and which upon a certain

L.O.G.

552

364

BLOCK NO 1034 | Joseph Beale Et ux To United New Jersey Rail Road and Canal Co. | DEED DATED 16th of MAY 1892

This Indenture made the Sixteenth day of May in the year of Our Lord One Thousand Eight Hundred and Ninety Two (1892) Between Joseph Beale and Emma H his wife of the Township of Cola in the County of Chester and State of Pennsylvania of the First Part and The United New Jersey Rail Road and Canal Company a Corporation of the State of New Jersey of the second part

Witnesseth that the said party of the first part for and in consideration of the sum of Three Thousand Two Hundred and Fifty Dollars lawful money of the United States of America to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged

Have granted bargained sold aliened remised released conveyed and confirmed and by these presents

Do grant bargain sell alien remise release convey and confirm unto the said party of the second part and to their successors and assigns forever.

All that certain tract or parcel of land and premises hereinafter particularly described situate lying and being in the Fifth Ward of Jersey City in the County of Hudson and State of New Jersey Beginning at a point in the Southerly line of South Third Street distant Twelve (12) feet Easterly from the South Easterly corner of said Street and Coles Street thence running Easterly along the said Southerly line of South Third Street twelve feet thence Southerly parallel with Coles Street Fifty (50) feet thence Westerly parallel with South Third Street Twelve (12) feet thence Northerly parallel with Coles Street Fifty (50) feet to South Third Street the place or point of beginning

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof

And Also all the estate right title interest property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances To Have and To Hold all and singular the above mentioned and

365

DEEDS— 552

described premises together with the appurtenances unto the said party of the second part their successors and assigns forever.

And the said party of the first part doth for himself his heirs Executors and Administrators covenant and grant to and with the said party of the second part their successors and assigns that he the said party of the first part hath not done omitted suffered or procured to be done any act matter or thing whereby the title of the said party of the second part of in and to the above granted bargained and described land and premises or any part thereof now or may be changed charged altered or defeated in any way whatsoever.

In Witness Whereof the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered in the presence of Thos E Beutle

Joseph Beale (Seal)
Emma H Beale (Seal)

State of Pennsylvania } County of Chester } SS. Be it Remembered that on this Sixteenth day of May in the year of Our Lord One Thousand Eight Hundred and Ninety Two (1892) before me a Master in Chancery of the State of New Jersey personally appeared Joseph Beale and Emma H his wife who I Am satisfied are the grantors in the within Deed of Conveyance named and I having first made Known to them the contents thereof, they did acknowledge that they signed sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed

And the said Emma H Beale being by me privately examined separate and apart from her husband did further acknowledge that she signed sealed and delivered the same as her voluntary act and deed freely without any fear threats or compulsion of her said husband All which is hereby certified

Thomas E Beutle
M.C.C. of N.J.

Received in the Office and Recorded May 24 1892 at 4.30 P.M. No. 2197

M.M.

PARCEL 5X

RECORDED AND COMPARED

77 360

Charles Stone and Negle ——his wife

TO

Robert C Bassot.

Deed dated October 1st 1868

This Indenture made the first day of October in the year of our Lord one thousand eight hundred and sixty eight, B E T W E E N Charle Stone and Negle his wife of the City of Jersey City in the County of Hudson and State of New Jersey party of the first part A N D Robert C Bassot of the County of Bergen and State of New Jersey party of the second part, W I T N E S S E T H That the said party of the first part for and in consideration of the sum of Eight Thousand Dollars lawful money of the United State of America to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged and the said party of the first part therewith fully satisfied ~~contented~~ and paid have given granted bargained sold aliened released conveyed and confirmed and by these presents do give grant bargain sell alien release convey and confirm unto the said party of the second part and to his heirs and assigns forever.

All that certain lot tract or parcel of land and premises situate lying and being in the City of Jersey City in the County of Hudson and State of New Jersey; Beginning at a point in the easterly line of Monmouth Street distant southerly fifty five feet from the southerly line of South Third Street thence running easterly parallel with South Third Street one hundred and twenty five feet, thence southerly parallel with Monmouth Street twenty feet, thence westerly parallel with South Third Street to through and beyond a party wall standing partly on the premises hereby conveyed and partly on the premises next adjoining southerly thereto one hundred and twenty five feet to the easterly line of Monmouth Street; thence northerly along said line twenty feet to the place of beginning. Being the same premises which were conveyed to the said Charles Stone by Charles E Lancaste and wife by deed dated February 20th 1868 and recorded March 3d 1868 in book 151 of Deeds for Hudson County page 207.

Together with all and singular the tenements hereditaments easements and appurtenances belonging or appertaining thereto and the reversions remainders rents issues and profits thereof; Also all the estate right title interest power right of dower property possession claim and demand whatsoever of the said party of the first part of in and to the same, and every part and parcel thereof; To HAVE AND TO HOLD all and singular the above described land and premises with the appurtenances unto the said party of the second part his heirs and assigns to his and their only proper use benefit and behoof forever.

Subject nevertheless to a certain Bond ~~and Mortgage~~ ~~for~~ one held by John Van Horn to secure the sum of Three Thousand Dollars and one held by Richard English originally for the sum of Twenty Six Hundred Dollars of which the sum of Four Hundred and Fifty Dollars has been paid which Bonds and Indentures of Mortgage the party of the second part hereby assumes and agrees to pay off with the interest thereon from the date hereof the same being part and parcel of the consideration money aforesaid.

And the said Charles Stone doth for himself his heirs executors and administrators covenant and grand to and with the said party of the second part his heirs and assigns that he the said Charles Stone is the true lawful and right owner in fee simple of all and singular the above granted land and premises and every part thereof with the appurtenances,

174 361

and has full right and lawful authority to give grant bargain sell and convey the said land and premises in manner aforesaid. And that the said party of the second part shall and may at all times peaceably have hold use possess and enjoy the said granted premises and every part thereof with the appurtenances without any molestation or eviction or disturbance by the said party of the first part their heirs or assigns or by any other person or persons lawfully claiming or to claim the same Subject to said Mortgage.

And that the same now are free and unincumbered of and from all former grants mortgages judgments liens charges and encumbrances whatsoever except said Mortgage; and that the said Charles Stone and his heirs will warrant and secure and forever defend the said land and premises with the appurtenances unto the said Robert C Bassot his heirs and assigns forever against the said party of the first part and their heirs and against the lawful claims and demands of all and every person and persons freely and clearly freed and discharged of and from all manner of encumbrances ~~whatsoever~~. Subject to said Mortgage.

In witness whereof the said party of the first part hereunto set their hands and seals the day and year first above written.

Signed sealed and Delivered in the presence of

J. Derrick

C. Stone (L.S.)

Negle her mark Y Stone (L.S.)

State of New Jersey

Hudson County ss.

Be it remembered that on this first day of October in the year one thousand eight hundred and sixty eight, before me John Derrick a Commissioner of Deeds &c. and for said County and State personally appeared Charles Stone and Nacle his wife who I am satisfied are the Grantors in the within Deed of Conveyance named and I having first made known to them the contents thereof they did acknowledge that they signed sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

And the said Negle Stone being by me privately examined separate and apart from her said husband did further acknowledge that she signed sealed and delivered the same as her voluntary act and deed and without any fear threats or compulsion of or from her said husband.

J. Derrick

Commissioner of Deeds. &

Received in the office and recorded October 1st 1868 at 3 1/4 o'clock P. M.

178

JOHN FOLKEMUS AND
ELIZABETH HIS WIFE
TO
THE NEW JERSEY RAIL ROAD &
TRANSPORTATION COMPANY

DEED DATED OCTOBER 31st, 1868.

THIS INDENTURE Made the thirty first day of October in the year one thousand eight hundred and sixty eight .

BETWEEN JOHN FOLKEMUS AND ELIZABETH his wife of Jersey City in the County of Hudson and State of New Jersey party of the first part and "THE NEW JERSEY RAIL ROAD & TRANSPORTATION COMPANY" a Corporation of said State of New Jersey party of the second part .

WITNESSETH that the said parties of the first part for and in consideration of the sum of Eight thousand dollars lawful money of the United States of America to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged from the same by these presents have granted bargained sold aliened remised released conveyed and confirmed and by these presents do grant bargain sell alien remise release convey and confirm unto the said party of the second part and to their successors and assigns forever .

ALL THAT certain LOT piece or parcel of land and premises situate lying and being in the Fifth Ward of Jersey City County of Hudson and State of New Jersey in Block numbered Two hundred and one (201) as said Block is laid down on a certain map made by Joseph F. Mangin entitled "a map of that part of the Town of Jersey commonly called Paulus Hook" filed in the Clerk's office of Bergen County A. D. 1804. which lot is now known as Lot numbered Twenty seven (27) in said Block and is bounded and described as follows :

BEGINNING in the Southerly side of South Third Street at a point distant one hundred and fifty feet Easterly from the Southeasterly corner of said Street and Coles Street thence running Southerly parallel with Coles Street Ninety five (95) feet to a certain passage way of Ten feet (10) in width running through the middle of said Block parallel with and equidistant from South Third and South Fourth Streets thence Easterly parallel with South Third Street Twenty five (25) feet thence Northerly parallel with Coles Street Ninety five (95) feet to South Third Street thence Westerly along the Southerly side of South Third Street Twenty five (25) feet to the place of beginning together with that part of said passage way lying between the centre line of said passage way and the premises herein described the use of said passage way being expressly reserved for public and private sewerage aqueduct and general draining purposes and also for a common right of way for the private use of the owners or occupants of said Block and is subject to the regulations of the City Authorities being the same premises conveyed to the said John Folkemus by John B. Cole & others by Deed dated February Twelfth Eighteen hundred and fifty five and recorded in Book 40. of Deeds for Hudson County on page 324. &c.

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 ALSO all the estate right title interest owner right of dower property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in and to the same and every part and parcel thereof with the appurtenances.

TO HAVE AND TO HOLD the above granted bargained and described premises with the appurtenances unto the said party of the second part their successors and assigns to their own proper use benefit and behoof forever .

SUBJECT NEVERTHELESS to Two certain mortgages made by the said parties of the first part to one Harriet B. Hudson each for the payment of Two thousand dollars and interest one of said mortgages dated May 24. A. D. 1860. which has been released by payment of Five hundred dollars and the other dated October 20th. 1865. which said mortgages with the interest to accrue thereon from the First day of November A. D. 1868. is hereby assumed as and for a part of the consideration money for this conveyance .

AND THE SAID JOHN FOLKEMUS himself his heirs executors and administrators doth covenant grant and agree to and with the said party of the second part their successors and assigns that the said John Folkemus at the time of the sealing and delivery of these presents is lawfully seized in his own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted bargained and described premises with the appurtenances . Subject as aforesaid and has good right full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid .

AND THAT SAID party of the second part their successors and assigns shall and may at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let suit trouble molestation eviction or disturbance of the said parties of the first part their heirs or assigns or of any other person or persons lawfully claiming or to claim the same .

AND THAT THE SAID now are free clear discharged and unincumbered of and from all former and other grants titles charges estates judgments taxes assessments and incumbrances of what nature or kind soever except as aforesaid .

AND ALSO that the said party of the first part and their heirs and all and every other person or persons whomsoever lawfully or equitably deriving any estate right title or interest of in or to the hereinbefore granted premises by from under or in trust for them shall and will at any time or times hereafter upon the reasonable request and at the proper costs and charges in the law of the said party of the second part their successors and assigns make do and execute or cause or procure to be made done or executed all and every such further and other lawful and reasonable acts conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part their successors and assigns forever as by the said party of the

second part their successors or assigns or their Counsel learned in the law shall be rea
devised advised or required .

AND THE SAID JOHN POLHEMUS and his heirs the above described and
granted and released premises and every part and parcel thereof with the appurtenances
the said party of the second part their successors and assigns against the said party of
first part and their heirs and against all and every person and persons whomsoever lawfully
claiming or to claim the same shall and will warrant and by these presents forever defend

IN WITNESS WHEREOF the said parties of the first part have hereu
their hands and seals the day and year first above written .

SIGNED SEALED AND DELIVERED

in the presence of JOHN POLHEMUS (L.S.)

Note the words "which has been reduced ELIZABETH POLHEMUS (L.S.)

by payment to Five hundred dollars being .

first interlined on 2d. page before execution .

($5. Rev. stamp affixed)

LUTHER S. ELMER

STATE OF NEW JERSEY

HUDSON COUNTY . SS.

BE IT REMEMBERED that on this Thirty first day of October in the
Eighteen hundred and sixty eight before me Luther S. Elmer a Master in Chancery of New Jer
personally appeared John Polhemus and Elizabeth his wife who I am satisfied are the grantor
named in and who executed the within indenture of Deed and I having first made known to
contents thereof they did thereupon severally acknowledge that they signed sealed and deli
the same as their voluntary act and deed for the uses and purposes therein expressed .

AND THE SAID ELIZABETH POLHEMUS being by me privately examined
and apart from her said husband did further acknowledge that she signed sealed and deli
same as her voluntary act and deed freely and without any fear threats or compulsion of
her said husband .

LUTHER S. ELMER

M. C. C.

RECEIVED IN THE OFFICE & RECORDED

NOVEMBER THIRD 1868. at 11 3/4 O'clock. A. M.

596

178

RAYMOND ROTH AND
CATHARINE HIS WIFE

TO

ROBERT O. BACOT

DEED DATED OCTOBER 31st. 1868.

THIS INDENTURE made the Thirty first day of October in the year one thousand eight hundred and sixty eight .

BETWEEN RAYMOND ROTH AND CATHARINE his wife of Jersey City County of Hudson State of New Jersey of the first part and Robert O. Bacot of Highland Bergen County of State of New Jersey of the second part .

WITNESSETH that the said party of the first part for and in consideration of the sum of Eight thousand four hundred dollars lawful Money of the United States of them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second Part his heirs executors and administrators forever released and discharged from the same by these presents hath granted bargained sold aliened remised released conveyed and confirmed and by these presents do grant bargain sell alien remise release convey and confirm unto the said party of the second part and to his heirs and assigns forever .

ALL THAT CERTAIN LOT of land and premises with the dwelling house and erected thereon situate lying and being in the City of Jersey City in the County of Hudson and State of New Jersey in Block numbered Two Hundred and one (201) as said Block is laid down on a certain map made by Joseph F. Mangin entitled "A Map of that part of the Town of Jersey commonly called Aharsimus filed in the Clerk's office of the County of Bergen A. D. 1804. which Lot is now known as number Twenty five (25) in said Block and may be more fully described as follows , viz :

BEGINNING at a point on the Southerly side of South Third Street distant one hundred (100) feet Easterly from the Southeasterly corner of said Street and Coles Street thence running Southerly parallel with Coles Street Ninety five (95) feet to a certain Alley or Passage Way of Ten (10) feet in width running through the middle of said Block parallel with and equi-distant from South Third and South Fourth Streets thence Easterly and parallel with South Third Street Twenty five (25) feet thence Northerly and parallel with Coles Street Ninety five (95) feet to South Third Street and thence Westerly along the Southerly side of South Third Street Twenty five (25) feet to the place of beginning .

TOGETHER WITH ONE HALF PART of the said passage way adjoining the rear of said Lot the use of said passage way being expressly reserved for the public and private sewering aqueduct and general draining purposes and also for a common right of way for the private use of the owners or occupants as said Block .

BEING THE SAME PREMISES which were conveyed to the said Raymond Roth by Joseph Fiore by deed bearing date Sept. 6th. 1867. and recorded in the Clerk's office of Hudson County in Liber 138. of Deeds page 284.

AND ALSO all THAT CERTAIN LOT piece or parcel of land and premises

597

situate lying and being at Paverda in the Fourth Ward (now Fifth Ward) of Jersey City in the County of Hudson and State of New Jersey in Block numbered Two Hundred and one (201) as laid down on a certain map made by Joseph F. Mangin entitled "Map of that part of the Town of Jersey commonly called Aharsimus filed in the County Clerk's office of the County of Bergen A. D. 1804. which said Lot is known as number Twenty six in said Block .

BEGINNING at a point on the Southerly side of South Third or Hill Street distant One Hundred and twenty five feet Easterly from the Southeast corner of said Street and corner of Coles Street thence running Southerly and parallel with Coles Street Ninety five feet to a certain passage way of Ten feet in width running through the middle of said Block parallel with and equally distant from South Third or Hill Street and South Fourth Street or Brooks Street thence Easterly parallel with Hill Street Twenty five feet thence Northerly parallel with Coles Street Ninety five feet to Hill Street thence Westerly along the Southerly side of Hill Street Twenty five feet to the place of beginning ; together with one half part of said passage way which adjoins the rear of said Lot . The use of the said passage way being expressly reserved for public and private sewerage aqueduct and general draining purposes .

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 ALSO all the estate right title interest dower & right of dower property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in and to the same and every part and parcel thereof with the appurtenances .

TO HAVE AND TO HOLD the above granted bargained and described premises with the appurtenances unto the said party of the second part his heirs and assigns to his and their own proper use benefit and behoof forever .

SUBJECT NEVERTHELESS to a certain mortgage now on the first described premises of Fifteen Hundred dollars on which the sum of One Hundred dollars has been paid leaving a balance unpaid thereon of Fourteen hundred dollars to which extent with interest since November 1st. 1868. the party of the second part hereto hereby assumes and agrees to pay off the same forming part of the consideration money hereof .

AND THE SAID RAYMOND ROTH for himself his heirs executors and administrators do hereby covenant grant and agree to and with the said party of the second part his heirs and assigns that the said Raymond Roth at the time of the sealing and delivery of these Presents is lawfully seized in his own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted and described premises with the appurtenances and hath good right full power and lawful authority to grant bargain sell and convey the same in manner aforesaid .

AND THAT THE SAID party of the second part her heirs and assigns shall

and may at all times hereafter peaceably and quietly have hold use occupy possess and
above granted premises and every part and parcel thereof with the appurtenances without
suit trouble molestation eviction or disturbance of the said parties of the first part
heirs or assigns or of any other person or persons lawfully claiming or to claim the same

AND THAT THE SAME ... are free clear discharged and unincumbered
and from all former and other grants titles charges estates judgments taxes assessments
encumbrances of what nature or kind soever except the above mortgage .

AND ALSO THAT THE SAID parties of the first part and their heirs
all and every other person or persons whomsoever lawfully or equitably deriving any estate
title or interest of in or to the hereinbefore granted premises by from under or in trust
them shall and will at any time or times hereafter upon the reasonable request and at the
-er costs and charges in the law of the said party of the second part his heirs and assigns
do and execute or cause or procure to be made done or executed all and every such further
other lawful and reasonable acts conveyances and assurances in the law for the better more
effectually vesting and confirming the premises hereby intended to be granted in and to the
party of the second part his heirs and assigns forever as by the said party of the second
his heirs or assigns or his or their Counsel learned in the law shall be reasonably devised
vised or required .

AND THE SAID RAYMOND ROTH for himself and his heirs the above
and hereby granted and released premises and every part and parcel thereof with the appurte-
nances unto the said party of the second part his heirs and assigns against the said party of
first part and his heirs and against all and every other person and persons whomsoever lawfully
claiming or to claim the same shall and will warrant and by these presents forever defend .

IN WITNESS WHEREOF the said parties have hereunto set their hands and
seals the day and year first above written .

SEALED AND DELIVERED
in the presence of
Words "Catharine his wife "
in Third line inserted
before subscribing
LUTHER S. ELMER .

RAYMOND ROTH (L.S.)
CATHARINE ROTH (L.S.)

STATE OF NEW JERSEY
HUDSON COUNTY , SS.

BE IT REMEMBERED that on this thirty first day of October in the
One thousand eight hundred and sixty eight before me Luther S. Elmer a Master in Chancery of
said State personally appeared Raymond Roth and Catharine his wife who I am satisfied are the
grantors in the within indenture named and I having first made known to them the contents there
-of they did thereupon acknowledge before me that they signed sealed and delivered the same

as their voluntary act and deed for the uses and purposes therein expressed .

AND THE SAID CATHARINE WIFE OF RAYMOND ROTH being by me privately ex-
amined separate and apart from her said husband did further acknowledge before me that she sign
-ed sealed and delivered the same as her voluntary act freely and without any fear threats or
compulsion of or from her said husband .

LUTHER S. ELMER
M. C. C.

RECEIVED IN THE OFFICE AND RECORDED
NOVEMBER 3d. 1868. at 11 3/4 o'clock. A. M.

Joseph Chevallier and Josephine, his wife

To

The New Jersey Rail Road and Transportation Company.

Deed dated

Dec. 1, 1868.

This Indenture, Made the first day of December, in the year one thousand eight hundred and sixty eight. Between Joseph Chevallier and Josephine, his wife, of Jersey City in the County of Hudson and State of New Jersey party of the first part. And the New Jersey Rail Road and Transportation Company a corporation of said State party of the second part. Witnesseth, that the said party of the first part for and in consideration of the sum of Ten thousand five hundred dollars lawful money of the United States of America to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged from the same by these presents have granted bargained sold aliened remised released conveyed and confirmed and by these presents do grant bargain sell alien remise release convey and confirm unto the said party of the second part and to their successors and assigns for ever.

All that certain lot piece or parcel of land and premises situate lying and being in the Fifth Ward of Jersey City in the County of Hudson and State of New Jersey in Block numbered two hundred and one (201) as said Block is laid out on a certain map made by Joseph M. Hangin of that part of the Town of Jersey formerly called Bergen and filed in the Clerks office of the County of Bergen, A.D., 1804, which lot is now known as number twenty one (21) in said Block and described as follows.

Beginning at a point in the easterly side of Ontario or Coles Street distant seventy five feet southerly from the south easterly corner of said Street and South Third or Hill Street thence running easterly and parallel with Hill Street one hundred (100) feet thence southerly parallel with Coles Street twenty (20) feet to a certain passage way of ten (10) feet in width running through the middle of said Block parallel with & equi distant from South Third and South Fourth Streets thence westerly parallel with Hill Street one hundred (100) feet to Coles Street thence northerly along the easterly side of Coles Street twenty (20) feet to the point or place of beginning, together with that part of the said passage way lying between the centre line of said passage way and the premises herein described the use of said passage way being expressly reserved for public and private sewerage aqueduct and general draining purposes and also as a common right of way for the private use of the owners or occupants of said Block which said passage way is subject to the regulations of the City authorities.

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof.

And also all the estate right title interest power right of dower property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in and to the same and every part and parcel thereof with the appurtenances.

To have and to hold, the above granted bargained and described premises with the appurtenances unto the said party of the second part their successors and assigns to their own proper use benefit and behoof forever.

Subject nevertheless to two certain Indentures of mortgage made by the said party of the first part to the Provident Institution for Savings in Jersey City one dated May 15th, A.D., 1865 and registered in book 23 of mortgages for Hudson County pages 532, to secure the payment of twelve hundred dollars and interest the other dated December 12th, 1866, and registered in book 40 of mortgages for said County pages 201 which said two mortgages and the interest to accrue thereon from the date hereof are hereby assumed as and for a part of the consideration money for this conveyance.

And the said Joseph Chevallier for himself his heirs executors and administrators doth covenant grant and agree to and with the said party of the second part his heirs and assigns that the said Joseph Chevallier at the time of the sealing and delivery of these presents is lawfully seized in his own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted bargained and described premises with the appurtenances subject as aforesaid and has good right full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid.

And that the said party of the second part their successors and assigns shall and may at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any lawful trouble molestation eviction or disturbance of the said party of the first part their heirs or assigns or of any other person or persons lawfully claiming or to claim the same.

And that the same now are free clear discharged and unincumbered of and from all former and other grants titles charges estates judgments taxes assessments and incumbrances of what nature or kind ever, except as aforesaid.

And also that the said party of the first part and their heirs and all and every other person or persons whomsoever lawfully or equitably deriving any estate right title or interest of in or to the hereinbefore granted premises by from under or in trust for them shall and will at any time or times hereafter upon the reasonable request and at the proper costs and charges in the law of the said party of the second part their successors and assigns make do and execute or cause or procure to be made done and executed all and every such further and other lawful and reasonable acts conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part their successors and assigns forever as by the said party of the second part their successors or assigns or their counsel learned in the law shall be reasonably devised advised or required.

And the said Joseph Chevallier and his heirs the above described and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the said party of the second part their successors and assigns against the said party of the first part and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

In witness whereof, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered

U.S.R. Stamp $1.50

in the presence of — Joseph Chevallier (L.S.)

Luther S. Elmer. — Josephine Chevallier (L.S.)

State of New Jersey,

Hudson County. S.S. Be it remembered, that on this first day of December, in the year eighteen hundred and sixty eight before me Luther S. Elmer, a Master in Chancery of said State personally appeared Joseph Chevallier and Josephine, his wife, who I am satisfied are the grantors named in and who executed the within indenture and I having first made known to them the contents thereof they did thereupon severally acknowledge that they signed, sealed and delivered the same as and for their voluntary act and deed for the uses and purposes therein expressed.

And the said Josephine Chevallier, being by me privately examined separate and apart from her said husband did further acknowledge that she signed, sealed and delivered the same as and for her voluntary act and deed freely and without any fear threats or compulsion of or from her said husband.

Luther S. Elmer,

M. C. C.

Received in the office & recorded Dec. 7, 1868, at 11.15 o'clock A. M.

PARCEL 32

253/253

and Sarah his wife, who I am satisfied are the grantors in the within deed of Conveyance named; and I having first made known to them the contents thereof, they did then acknowledge that they signed sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed. And the said Sarah O'Rourke being by me privately examined seperate and apart from her said husband did further acknowledge that she signed sealed and delivered the same as her voluntary act and deed freely without any fear threats or compulsion of her said husband.-

Chas. Smith
os

Received in the office & recorded February 7th 1873 at 4 o'clock P. M.

E. F.

FLORENCE HILDEBRAND
to
THE UNITED NEW JERSEY
RAIL ROAD AND CANAL
COMPANY

DEED DATED
1st February 1873

This Indenture made the first day of February in the year one thousand eight hundred and seventy three between Florence Hildebrand (widower) of Hoboken in the County of Hudson and State of New Jersey party of the first part and the United New Jersey Railroad and Canal Company, a body corporate of the State of New Jersey party of the second part, witnesseth that the said party of the first part for and in consideration of the sum of Sixteen thousand five hundred dollars lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged from the same by these presents has granted bargained sold aliened remised released conveyed and confirmed and by these presents does grant bargain sell alien remise release convey and confirm unto the said party of the second part and to their successors and assigns forever:

All those two certain lots pieces or parcels of land and premises situate lying and being in Jersey City in the County of Hudson and State of New Jersey, described as follows: the first lot commencing at a point in the westerly line of Coles Street distant seventy five feet southerly from .....

RECEIPTED AND DELIVERED 9/27 1939 at 12 Min. past 3 PM
RELEASED 19
DEC-23-2004 THU 10:19 AM SCHOOR DEPALMA FAX NO. 17325778865 P. 05

DEC-23-2004 THU 10:19 AM SCHOOR DEPALMA FAX NO. 1132917000

the southwesterly corner of Coles Street and sixth, formerly south third Street, and from thence running southerly along the westerly line of Coles Street twenty feet to a certain passage way of ten feet in width running through the middle of the block parallel with and equi-distant from south 3½ now sixth Street and south 4 now fifth Street, thence westerly parallel with sixth Street one hundred feet, thence northerly parallel with Coles Street twenty feet, thence easterly parallel with sixth Street one hundred feet to the westerly line of Coles Street the point or place of beginning.- Together with that part of said passage way lying between the centre line of said passage way and the premises herein described, the use of the same being reserved for sewerage and drainage purposes and for a right of way by the owners or occupants of said block, the said lot being known and designated on a map of Paramus made by Joseph F. Mancin dated 1894 as lot numbered (4) four in block numbered 225. The second lot beginning at a point in the easterly line of Coles Street distant fifty feet southerly from the southerly line of sixth formerly south third Street and from thence running easterly and parallel with sixth Street sixty feet, thence northerly parallel with Coles Street twenty five feet, thence westerly parallel with sixth Street sixty feet to the easterly line of Coles Street, thence northerly along the easterly line of Coles Street, thence northerly along the easterly line of Coles Street twenty five feet to the place of beginning, the said lot being known and designated on a map of Paramus made by Joseph F. Mancin 1894 as part of lot numbered 22 in block 201.-

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 also all the estate right title interest property possession claim and demand whatsoever, as well in law as in equity of the said party of the first part of in and to the same and every part and parcel thereof with the appurtenances to have and to hold the above granted bargained and described premises with the appurtenances unto the said party of the second part their successors and assigns to their own proper use benefit and behoof forever.-

Subject however to a certain mortgage made by said Florence Hildebrand to one Jane Brinkerhoff .....

dated July 8. 1870 to secure the sum of $2800 in three years from date and interest, upon the premises first above described, which said mortgage together with interest thereon from the date hereof is assumed by said party of the second part as a part of the consideration money for this conveyance..

And the said Florence Hildebrand for himself his heirs executors and administrators doth covenant grant and agree to and with the said party of the second part, their successors and assigns, that the said Florence Hildebrand at the time of the sealing and delivery of these presents is lawfully seized in his own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted bargained and described premises with the appurtenances subject as aforesaid; and has good right full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid. And that the said party of the second part, their successors and assigns, shall and may at all times hereafter, peaceably and quietly have hold use occupy possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let suit trouble molestation eviction or disturbance of the said party of the first part his heirs or assigns or of any other person or persons lawfully claiming or to claim the same. And that the same now are free clear discharged and unincumbered of and from all former and other titles charges estates judgments taxes assessments and incumbrances of what nature or kind soever except as aforesaid. And also that the said party of the first part his heirs and all and every other person or persons whomsoever lawfully or equitably deriving any estate right title or interest of in or to the hereinbefore granted premises by from under or in trust for him or them, shall and will at any time or times hereafter, upon the reasonable request and at the proper costs and charges in the law of the said party of the second part their successors and assigns make do and execute or cause or procure to be made done or executed all and every such further and other lawful and reasonable acts conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part their successors and assigns for and as by the said party of the second part their successors or assigns or their counsel learned in the law, shall be reasonably devised advised .....

or required.- And the said Florence Hildebrand the above described and hereby granted and released premises and every part and parcel thereof, with the appurtenances unto the said party of the second part their successors and assigns, against the said party of the first part and his heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.-

In Witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.-

Signed sealed and delivered in the presence of } Florense Hidlebrand (Seal)

Note: The words "lot & southerly" interlined on 1st page before execution

Luther L. Elmer

State of New Jersey } ss.
Hudson County }

Be it remembered that on this first day of February in the year of our Lord eighteen hundred and seventy three before me the subscriber a Master in Chancery of said State personally appeared Florence Hildebrand who I am satisfied is the grantor named in and who executed the foregoing indenture of Conveyance, and I having first made known unto him the contents thereof he did thereupon acknowledge, that he signed sealed and delivered the same as and for his voluntary act and deed for the uses and purposes therein expressed.-

Received in the office & recorded February 8th 1873 at 9 10 o'clock A. M. } Luther L. Elmer Master in Chancery of N. J.

E. F.

CHARLES KIRCHER & EUGENIE E. his wife to AMALIA B. LUETTICH

DEED DATED 3rd February 1873

This Indenture made the third day of February in the year of our Lord one thousand eight hundred and seventy three between Charles Kircher and Eugenia E. his wife of the City of Hoboken in the County of Hudson and State of New Jersey of the first part and Amalia B. Luettich of the City of Brooklyn .....

DEC-23-2004 THU 10:20 AM SCHOOK DEPALMA FAX NO. 1102571000 P

eand eight hundred and seventy one. before me Luther S. Elmer a Master in Chancery of said State personally appeared Oelston Sanford and Sarah M. Sanford. his wife who I am satisfied are the grantors in the within Indenture named and I having first made known to them the contents thereof they did thereupon severally acknowledge that they signed sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

AND the said Sarah. M. Sanford being by me privately examined separate and apart from her said Husband did further acknowledge that she signed sealed and delivered the same as her voluntary act and deed Freely and without any fear threats or compulsion of or from her said Husband.

LUTHER S. ELMER

Received in the Office and recorded

MASTER IN CHANCERY.

October 2. 1871. at 4.25. O'Clock P. M.

PARCEL 29

223/73

PREPARED

MARY MULLIGAN. Widow Et Als.

TO

DEED DATED OCTOBER 2nd. 1871

THE NEW JERSEY RAILROAD AND TRANSPORTATION COMP'Y

THIS INDENTURE, Made the second day of October in the year one thousand eight hundred and seventy one. Between Mary Mulligan Widow Valentine Scholliard and Mary Ann Scholliard his wife. of Jersey City. in the County of Hudson. and State of New Jersey. party of the first part;- AND THE NEW JERSEY RAILROAD AND TRANSPORTATION COMPANY party of the second part .WITNESSETH;- That the said party of the second part for and in consideration of the sum of thirteen thousand Dollars lawful money of the United States of America them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt where of is hereby acknowledged .and the said party of the second part forever released and discharged from the same by those presents have granted bargained sold aliened remised released conveyed and confirmed and by these presents do Grant bargain sell alien remise release convey and confirm unto the said party of the second part and to their heirs and assigns forever.

ALL That plot of land situate in the fifth ward of Jersey City. in the County of Hudson. and State of New Jersey. which on a map of that part of the Town of Jersey Commonly called Aharsimus. made by Joseph P. Hamlin. and filed in the Office of the County of Bergen. A.D. 1804. is known as part of block numbered 225 two hundred and twenty five) and is thus described;- Beginning at a point on the easterly side of Monmouth Street. distant southerly from the southeasterly corner of south third Street seventy five feet. thence running (1) easterly parallel with South third Street, to through the middle and beyond a party wall standing partly on the premise hereby conveyed and partly on the premises next adjoining. northerly thereto. one hundred and twenty five feet Thence (2) southerly parallel with Monmouth Street twenty feet to the northern side of a certain passage way or ten feet in width running through the middle of said Block. parallel with and equidistant from South Third and South Fourth Streets thence (3) Westerly along the northerly side of said passage way one hundred and twenty five feet. to the easterly side of said Monmouth Street. thence(4) northerly along the easterly side of said Monmouth Street two

TO ALLOT

DEC-23-2004 THU 10:18 AM SCHOOR DEPALMA FAX NO. 1732710005

County Road to the point of Beginning. TOGETHER with one half part of the said passage way which adjoins said premises in said block numbered (6822) the use of said passage way being expressly reserved for public and private sewerage aqueduct and general drainage purposes and also for a common right of way for the private use of the owners or occupants of said block which said passageway is subject to the regulations of the City Authorities of Jersey City. Being the same premises conveyed to said Mary Halligan and Mary Ann Scholland by Richard English and wife by deed dated Apr 29. 1867. and recorded in Liber 147. of deeds for Hudson. page 371.

TOGETHER with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. and the reversion and reversions remainder and remainders rents issues and profits thereof, AND ALSO, all the estate right title interest dower and right of dower property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in and to the same and every part and parcel thereof with the appurtenances. TO HAVE AND TO HOLD, THE ABOVE GRANTED DEMISED AND DESCRIBED premises with the appurtenances unto the said party of the second part their successors and assigns to their only proper use benefit and behoof forever. Subject however to a Mortgage by Richard English. and Margaret his wife. to Peter Tunstall to secure the payment of three thousand Dollars dated November 18th 1864. which said Mortgage with the interest to accrue thereon, from the date hereof. the said party of the second part hereby agrees to assume and discharge and save the party of the first part harmless against the same.

AND The said party of the first part for themselves their heirs executors and administrators doth hereby covenant grant and agree to and with the said party of the second part their successors and assigns that the said Mary and Mary Ann at the time of the sealing and delivery of these presents are lawfully seized in their own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted bargained and described premises with the appurtenances and have good right full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid. and That the said party of the second part their successors and assigns shall did may at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the above granted premises and every part and parcel thereof. with the appurtenances. without any let suit trouble molestation eviction or disturbance of the said party of the first part their heirs or assigns or of any other person or persons lawfully claiming or to claim the same and That the same are free clear discharged and unincumbered of and from all former and other grants titles charges estates judgments taxes assessments and encumbrances of what nature or kind soever. AND ALSO, that the said party of the first part and their heirs and all and every other person or persons whomsoever lawfully or equitably deriving any estate right title or interest of in or to the hereinbefore granted premises by from under or in trust for them or either of them shall and will at any time or times hereafter upon the reasonable request and at the proper costs and charges in the law of the said party of the second part their heirs successors and assigns make do or execute or cause or procure to be made done or executed all and every such further and other lawful and reasonable

acts conveyances and assurances in the law. for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part their successors and assigns forever. as by the said party of the second part their successors and assigns or their Counsel learned in the law, shall be reasonably devised advised or required and the said party of the first part the above described and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the said party of the second part their successors and assigns against the said party of the first part and their heirs and against all and every person or persons and persons lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS THEREOF:- The said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in the presence of

A.S.JACKSON. MARY HALLIGAN. [LS]

U.S. Rev Stamps to the amount of Thirteen VALENTINE SCHOLLAND [LS]

dollars affixed hereto and cancelled before delivery. MARY ANN SCHOLLAND [LS]

A.S.JACKSON.

STATE OF NEW JERSEY,
HUDSON COUNTY, ss. Be it remembered, that on this second day of October in the Year One thousand eight hundred and seventy one before me Abraham S. Jackson a Master in Chancery of said State personally appeared Mary Halligan Valentine Scholland and Mary Ann his wife who I am satisfied are the grantors in the within indenture named and I having first made known to them the contents thereof they did acknowledge that they signed sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed. And the said Mary Ann being by me privately examined separate and apart from her said husband did further acknowledge that she signed sealed and delivered the same as her voluntary act and deed freely and without any fear threats or compulsion of or from her said husband.

A. S. Jackson Master

Received in the office & Recorded
October 2,1871 at 4.25 o'clock P. M.

DEC-23-2004 THU 10:19 AM SCHOOR DEPALMA FAX NO. 17325718885 P. 07

apart from her said husband did further acknowledge that she signed sealed and delivered the same as her voluntary act and deed freely and without any fear threats or compulsion of or from her said husband.

Received in the office & recorded April 21st 1873 at 1:30 o'cl. P.M.

F. FISH Keeper
Certificate of Deeds.

Fee $1.50

JOHN TERRY
TO
THE UNITED NEW JERSEY
RAILROAD AND CANAL COMPANY

DEED

DATED 12TH APRIL 1873

THIS INDENTURE made the twelfth day of April in the year one thousand eight hundred and seventy three between John Terry of Jersey City in the County of Hudson and State of New Jersey of the first part and United New Jersey Railroad and Canal Company a body corporate of the State of New Jersey of the second part, witnesseth that the said party of the first part for and in consideration of the sum of twelve thousand three hundred - $12,300.— dollars lawful money of the United States to him in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged from the same by these presents have granted bargained sold aliened remised released conveyed and confirmed and by these presents doth grant bargain sell alien remise release convey and confirm unto the said party of the second part and to their successors and assigns forever:

All that tract or parcel of land situate lying and being in Jersey City in the County of Hudson and State of New Jersey being lot four (4) in block two hundred and one (201) according to a map of Parcels or Subdivisions, made by Joseph F. Dengis dated 1864, commencing at a point on the westerly side of Jersey avenue, distant westerly five feet southerly from the southeasterly corner of Jersey avenue and sixth street And from thence running westerly parallel with sixth street one hundred (100) feet, thence southerly and - - - - -

PARCEL A1

250/150

parallel with Jersey Avenue twenty five (25) feet to the middle of an alley way of ten (10) feet in width and running through said block equi distant from sixth and fifth Streets; thence easterly through the middle of said alley way and parallel with both fifth and sixth Streets, one hundred [100] feet to the west side of Jersey Avenue, thence northerly along the westside of Jersey Avenue twenty five (25) feet to the point or place of beginning. It being expressly understood by and between the parties hereto that the said John Terday, conveys only such right title and interest in and to the said alley way or as such thereof as is included in the above description as his said interest therein may appear.

TOGETHER WITH All and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof. And also all the estate right title interest property possession claim and demand whatsoever, as well in law as in equity of the said part of the first part of in and to the said and every part and parcel thereof, With the appurtenances to have and to hold the above granted bargained and described premises with the appurtenances unto the said party of the second part their successors and assigns to them and their only proper use benefit and behoof forever. And the said John Terday for himself his heirs executors and administrators doth covenant grant and agree to and with the said party of the second part their successors and assigns, that the said John Terday at the time of the sealing and delivery of these presents is lawfully seized in his own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted bargained and described premises with the appurtenances and has good right full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid, and that the said party of the second part their successors and assigns shall and may at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let suit trouble molestation eviction or disturbance of the said party of the first part or his heirs or assigns or of any other person - - - - - - - - -

DEC-23-2004 THU 10:20 AM SCHOOR DEPALMA FAX NO. 17325716000

or persons lawfully claiming or to claim the same. And that the same now are free clear discharged and unencumbered of and from all former and other grants titles charges estates judgments taxes assessments and encumbrances of what nature or kind soever. And also that the said party of the first part and his heirs and all and every other person or persons whomsoever lawfully or equitably deriving any estate right title or interest of in or to the hereinbefore granted premises by from under or in trust for him or them shall and will at any time or times hereafter upon the reasonable request and at the proper costs and charges in the law of the said party of the second part their successors and assigns make do and execute or cause or procure to be made done or executed all and every such further and other lawful and reasonable acts conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part their successors and assigns forever as by the said party of the second part their successors or assigns or their counsel learned in the law shall be reasonably devised advised or required. And the said John Warder and his heirs the above described and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the said party of the second part their successors and assigns against the said party of the first part and his heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF
ROBERT D. WYNKOOP

JOHN WARDER (LS)

STATE OF NEW JERSEY }
HUDSON COUNTY SS. }

BE IT REMEMBERED that on this sixteenth day of April eighteen hundred and seventy three before me Robert D. Wynkoop one of the commissioners of deeds in said County personally appeared John Warder,

RECEIVED AND RECORDED
Apr 16 1873
ROBERT D. WYNKOOP
COMPARED

DEC-23-2004 THU 10:20 AM SCHOOR DEPALMA FAX NO. 1362711000 P. 12

178-565

565

EDWARD COLES EXECUTOR OF

WILLIAM P. COLES

TO

THE NEW JERSEY RAIL ROAD

AND TRANSPORTATION COMPANY

DEED DATED OCTOBER 1st. 1868.

THIS INDENTURE made this first day of October in the year of our Lord one thousand eight hundred and sixty eight .

BETWEEN EDWARD COLES sole acting Executor of the last Will and Testament of William P. Coles deceased party of the first part and the New Jersey Rail Road and Transportation Company party of the second part .

WITNESSETH that the said parties of the first part by virtue of the power and authority to him given in and by the said last Will and Testament and for and in consideration of the sum of Eleven thousand and three hundred dollars lawful money of the United States of America to him in hand paid at or before the ensealing and delivery of these presents by the said parties of the second part the receipt whereof is hereby acknowledged and the said parties of the second part their successors and assigns forever released and discharged from the same by these presents have granted bargained sold aliened released conveyed and confirmed and by these presents doth grant grant bargain sell alien release convey and confirm unto the said parties of the second part their successors & assigns forever .

PARCEL 1

ALL THOSE CERTAIN SEVEN LOTS pieces or parcels of land situate lying and being in the Fifth Ward of Jersey City County of Hudson and State of New Jersey being designated as Lots numbered Twenty one (21) Twenty two (22) Twenty three (23) and Twenty four (24) in Block numbered Two hundred and sixty seven (267) and Lots numbered Twenty eight (28) Twenty nine (29) and Thirty (30) in Block numbered Two hundred and forty nine (249) and colored brown on a map on file in the office of the Clerk of said County of Hudson showing the partition of the land at Pavonia in said Jersey City among the heirs of John B. Coles deceased said Lots numbered Twenty Twenty one (21) Twenty two (22) Twenty three (23) and Twenty four (24) in Block numbered Two hundred and sixty seven (267) taken together being bounded and described as follows :

PARCEL 2

BEGINNING ON THE Southeasterly corner of Paterson and South Third Streets thence running Easterly along the Southerly line of South Third Street one hundred (100) feet thence Southerly parallel with Paterson Street one hundred feet (100) thence Westerly parallel with South Third Street to Newark Avenue thence Northwesterly along Newark Avenue to Paterson Street thence Northerly along the Easterly line of Paterson Street to the point or place of beginning said Lots numbered Twenty eight (28) Twenty nine (29) and Thirty (30) in Block numbered Two hundred and forty nine (249) taken together being bounded and described as follows :

PARCEL 3

BEGINNING AT A POINT IN THE SOUTHERLY line of South Third Street distant one hundred and seventy five (175) Easterly from the Southeasterly corner of South Third

and Brunswick Streets thence running Easterly along the Southerly line of South Third Stree
-enty five (75) feet thence Southerly parallel with Brunswick Street Ninety five (95) fee
a certain Alley Way of Ten (10) feet in width running through the centre of the Block pa
with & equi-distant from South Third and South Fourth Streets thence Westerly along said Al
Way and parallel with South Third Street Seventy five (75) feet thence Northerly parallel wi
Brunswick Street Ninety five (95) feet to South Third Street the point or place of beginni

TOGETHER with that part of said Alley Way being between the centre
thereof and the premises herein described the use of said Alley Way having been reserved
the benefit of the owners and occupants adjoining thereto .

TOGETHER with all and singular the edifices buildings rights membe
privileges advantages hereditaments and appurtenances to the same belonging or in any wise
pertaining and the reversion and reversions remainder and remainders rents issues and profit
thereof .

AND ALSO all the estate right title interest claim and demand what
both in law and in equity which the said Testator had in his lifetime and at the time of his
decease and which the said party of the first part or had or hath by virtue of the said la
Will and Testament or otherwise of in and to the same and every part and parcel thereof wit
the appurtenances .

TO HAVE AND TO HOLD the said premises above mentioned and describe
and hereby granted and conveyed or intended so to be with the appurtenances unto the said pa
ties of the second part their successors and assigns to their only proper use benefit and ha
hoof forever .

AND THE SAID party of the said part doth covenant grant promise and
-se to and with the said parties of the second part their successors and assigns that the sai
parties of the second part their successors and assigns shall and lawfully may from time to ti
said at all times forever hereafter peaceably and quietly have hold use occupy possess and en
all and singular the said hereditaments and premises hereby granted and conveyed or so intend
to be with their and every of their appurtenances and receive and take the rents issues and
profits thereof to and for their own use and benefit without any lawful let suit hindrance mol
-station interruption or denial whatsoever of from or by him the said party of the first par
his assigns ; or of from or by any other person or persons whomsoever lawfully claiming or sh
shall or may lawfully claim hereafter by from or under him or by from or under his right titl
interest or estate and that free and clear and freely and clearly discharged acquitted and ex
-nerated or otherwise well and sufficiently saved defended and kept harmless and indemnified by
the said party of the first part his heirs and assigns of from and against all and all manner
of former and other gifts grants bargains sales mortgages judgments and all other charges
incumbrances whatsoever had made committed executed or done by him the said party of the firs
part or by through or with his acts deed means consent procurement or privity .

IN WITNESS WHEREOF the said party to these presents hath hereunto in
-terchangeably set his hand & seal the day and year first above written .

SEALED AND DELIVERED
in the presence of

JOHN B. COLES EDWARD COLES . SX (L.S.)

STATE OF NEW JERSEY
HUDSON COUNTY . SS.

BE IT REMEMBERED that on this Twenty sixth day of October Eighteen hun
-dred and sixty eight before me the subscriber a Master in Chancery of said State person-
ally appeared John B. Coles who by me being duly sworn according to law on his oath deposeth
and says that he saw the said Edward Coles the within named grantor sign seal and deliver the
within indenture of Deed as his voluntary act and deed and that he the said John B. Coles
subscribed his name thereto at the same time as an attesting witness .

SUBSCRIBED AND SWORN this 26th. day of October A. D. 1868.

LUTHER S. KLEIN JOHN B. COLES .
MASTER IN CHANCERY
OF N. J.

RECEIVED IN THE OFFICE & RECORDED
NOVEMBER 3d. 1868. at 11 3/4 O'clock. A. M.

Robert C.Hazet and Mary his wife,

TO

The New Jersey Rail Road and Transportation Company. Deed, Dated, Oct. 5th. 1868.

This Indenture made the fifth day of October in the year one thousand eight hundred and sixty eight Between Robert C.Hazet and Mary his wife of Highland in the County of Bergen and State of New Jersey party of the first part and the New Jersey Rail Road and Transportation Company a body corporate of the State of New Jersey party of the second part,Witnesseth that the said party of the first part for and in consideration of the sum of Fifty Thousand Four Hundred dollars lawful money of the United States of America to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened remised released conveyed and confirmed and by these presents do grant bargain sell alien remise release convey and confirm unto the said party of the second part and to their successors and assigns forever.

All those thirteen lots or parcels of land situate in the Fifth Ward of Jersey City in the County of Hudson and State of New Jersey which on Map of that part of the Town of Jersey commonly called Harsimus made by Joseph F.Wangle and filed in the Clerks office of the County of Bergen AD.1804 and known and distinguished as lots numbered twenty six 26 twenty seven 27 twenty eight 28 twenty nine 29 thirty 30 thirty one 31 and thirty two 32 in block numbered two hundred and twenty five 225 and also as lots numbered one 1 two 2 three 3 four 4 thirty one 31 and thirty two 32 in block numbered two hundred and forty nine 249 each of said lots being twenty five feet wide in front and rear and one hundred feet deep throughout and fronting on the southerly side of South THird street except said lots numbered 1,2,3,and four 4 which front on the easterly side of Monmouth street being the same premises conveyed to the said Robert C.Hazet by William W.Carson and wife and Thomas Carson and wife by deed dated September 14th.1856 and recorded in the office of the Clerk of Hudson County October 2nd.AD.1868.

Also all that certain tract piece or parcel of land situate lying and being in Jersey City aforesaid with the buildings erected thereon bounded and described as follows to wit,Beginning at a point in the southerly side of South Third street one hundred feet westerly from the southwesterly corner of Coles and South Third streets thence southerly and at right angles with South Third street seventy five 75 feet thence easterly,forty feet 40 One and a half inches 1.1/2 thence northerly and parallel with South Third Street and at right angles to South Third street seventy five feet to the southerly line of South third street thence westerly along the said line forty 40 feet one and one half inches 1.1/2 to the Place of beginning being the same premises conveyed to to said Robert C.Hazet by Frances King wife of Henry King and Henry King by deed dated October 1st.Ad.1868 and recorded in the office of the Clerk of said County of Hudson October 2nd.AD.1868.

Also all that certain other lot piece or parcel of land and premises situate lying and being in Jersey City aforesaid commencing at a point in the easterly line of Monmouth street distant south erly fifty five feet from the southerly line of South Third street thence running easterly parallel with South third street one hundred and twenty five feet thence southerly and parallel with Monmouth street twenty feet thence westerly parallel with South Third street to through and beyond a party wall standing partly on the premises hereby conveyed and partly on the premises next adjoining southerly thereto one hundred and twenty five feet to the easterly line of Monmouth

street thence northerly along said line twenty feet to the place of beginning being the same premises conveyed to the said Robert C.Hazet by Charles Stout and wife by deed dated October 1st.AD. 1868 and recorded in the office of the Clerk of Hudson County on the same day.

Also all that other certain lot piece or parcel of land with the buildings erected thereon situate lying and being IN Jersey City aforesaid bounded and described as follows to wit,beginning at a point in the easterly line of Erie street distant one Hundred feet southerly from the southeasterly corner of South Third and Erie street thence running easterly and parallel with South Third street one Hundred 100 feet thence northerly and parallel with Erie street twenty five 25 feet thence westerly and parallel with South Third street one hundred 100feet to Erie street thence southerly along the easterly line of Erie street twenty five 25 feet to the point or place of beginning being the same premises conveyed to the said Robert C.Hazet by Thomas Herbert and wife by deed dated October 1st.AD.1868 and recorded in the Office of the Clerk or Hudson County October 2nd.AD.1868 the above lots and parcels of land are conveyed by the party of the first part to the party of the second part subject to all the restrictions and limitations in the said several deeds referred to by which the said lots and parcels of land were conveyed to the said Robert C.Hazet.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and also all the estate right title interest dower right or dower property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances unto the said party of the second part their successors and assigns to their own proper use benefit and behoof forever. And the said Robert C.Hazet for himself his heirs executors and administrators doth covenant grant promise and agree to and with the said party of the second part their successors and assigns that he has not done committed executed or suffered any act or acts thing or things whatsoever whereby or by means whereof the above mentioned and described premises or any part or parcel thereof now are or at any time hereafter shall or may be impeached charged or incumbered in any manner or way whatsoever.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in the presence of. Robt.C.Hazet, (LS)

The word "Highland" da the first line of first page Mary Hazet, (LS)

interlined over an erasure before execution.

John Van Brugt.

State of New Jersey

Bergen County SS. Be It remembered that on this fifteenth day of October in the year eighteen hundred eight hundred and sixty eight before me John Van Brugt a master in Chancery of said State personally appeared Robert C.Hazet and Mary his wife who I am satisfied are the grantors in the within indenture named and I having first made known to them the contents thereof they did each severally acknowledge that they signed sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

And the said Mary wife of the said Robert C.Hazet being by me privately examined separate and apart from her said husband did further acknowledge that she signed sealed and delivered the same as her

DEC-23-2004 THU 10:18 AM SCHOOR DEPALMA FAX NO. 1734271000 P. 04

voluntary act and deed freely and without any fear threats or compulsion of or from her said Husband.

John Van Brunt,

Master in Chancery.

Received in the office and recorded,

October 24th.1868 at P.25 o'clock P.M.

DEC-23-2004 THU 10:18 AM SCHOOR DEPALMA FAX NO. 7325110803

COMPARED

[illegible]

To the [illegible] Company [illegible] Deed Dated July [illegible] 1872

This Indenture made the [illegible] day of July one thousand eight hundred and seventy two between John Shields [illegible] Jersey City in the county of Hudson and state of New Jersey special guardian [illegible] party of the first part and [illegible] Company [illegible] under the laws of the state of New Jersey party of the second part

Whereas [illegible] petition [illegible] presented to the [illegible] of New Jersey by [illegible] and William [illegible] next friends of said Infant [illegible] setting forth that the interest of said Infant required and would be substantially promoted by a sale of her interest in certain lands therein described and praying the appointment of John Shields as her guardian for that purpose and an order for such sale It was by an order dated on the eighteenth day of June last referred to a Master to report as to the fitness of such appointment and the amount of security to be required

And whereas upon the report of said master such proceedings were had before the chancellor that by an order dated on the first day of July instant the said John Shields was appointed such guardian and his bonds having been duly approved and filed as directed by said order it was by an order dated on the sixth day of July instant referred it to a master to report on the merits of said application and such proceedings were thereon had that by an order dated on the eighteenth day of July instant the said guardian was authorized and directed to sell all and singular the right and title of the said infant in the lands [illegible] in the said petition at public or private sale and not below the prices fixed in the Master's report

And whereas the said guardian did sell the said infants interest in said lands and for prices not below those named in said order and did report such sales under oath to the chancellor and such proceedings were thereon had that by an order dated on the nineteenth day of July instant the said chancellor confirmed said sales and ordered the said guardian to execute good and sufficient deeds of conveyance to the purchasers on their complying with the terms of sale in and by which report and decree of confirmation the interest of said infant in the parcel of land hereinafter described is stated and set forth as sold to the said party of the second part for the price hereinafter stated as consideration and the said party of the second part having complied with the terms of sale

Now therefore the said party of the first part in execution of the power and duty so vested and imposed on him by law and the said proceedings and in consideration of the sum of three thousand dollars lawful money of the United States to him in hand paid by the party of the second part the receipt whereof is hereby acknowledged hath granted bargained sold and conveyed and doth hereby grant sell and convey unto the said party of the second part its successors and assigns forever

All that certain lot or parcel of land and premises situate in Jersey City in the county of Hudson and state of New Jersey Beginning at a point in the southerly side of South Third street distant seventy three feet ten inches from the southeasterly corner of South Third and Monmouth streets thence running (1) southerly parallel with Monmouth street through the middle of and beyond a party wall standing partly on the premises hereby conveyed and partly on the premises adjoining westerly thereto fifty five feet thence (2) easterly parallel with South Third street sixteen feet eight inches thence (3) northerly parallel with Monmouth street to through the middle of a party wall standing partly on the premises hereby conveyed and partly on the lot adjoining easterly thereto fifty five feet to South Third street thence (4) westerly along the southerly side of South Third street sixteen feet eight inches to the beginning

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging To have and to hold the premises above [illegible] unto the said party of the second part its [illegible] forever

In witness whereof the said party of the first part hath hereunto set his hand and seal the day and year first above written

John Shields [illegible]

[illegible]

[illegible] William [illegible]

[illegible] Shields [illegible]

[illegible] William [illegible]

Received in the office [illegible] September [illegible] 1872 [illegible]

PARCEL 26

241 - 709

COMPARED
Thomas
Lindsay

Mary Ann Hill (unmarried)

To the United New Jersey Railroad and Canal Company Deed Dated July 1st 1872

This Indenture made the first day of July in the year one thousand eight hundred and seventy two between Mary Ann Hill of Jersey City in the county of Hudson and state of New Jersey (unmarried) party of the first part and the United New Jersey Railroad and Canal Company a body corporate under the laws of the state of New Jersey party of the second part

Witnesseth that the said party of the first part for and in consideration of the sum of three thousand dollars lawful money of the United States of America to her in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged from the same by these presents hath granted bargained sold aliened and released conveyed and confirmed and by these presents doth grant bargain sell alien release convey and confirm unto the said party of the second part and to its successors and assigns forever

All that tract or parcel of land and premises situate in Jersey City in the county of Hudson and state of New Jersey together with the brick dwelling house thereon being at a point in the southerly side of South Third street distant fifty seven feet and two inches easterly from the southeasterly corner of said Third and Grand streets thence [illegible] through the middle of a party wall standing partly on the premises hereby conveyed and partly on the premises last adjoining easterly thereto fifty five feet to said Third street thence northerly along said Third street sixteen feet more or less partly past the said Third street to through the middle of a party wall standing partly on the premises hereby conveyed and partly on the premises adjoining easterly thereto fifty five feet to said Third street thence westerly along the southerly side of South Third street sixteen feet more or less to the place of beginning

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 also all the estate right title interest property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in and to the premises and every part and parcel thereof with the appurtenances To have and to hold the said tenements hereditaments and premises with the appurtenances unto the said party of the second part its successors and assigns to the only proper use benefit and behoof of the said party of the second part its successors and assigns forever And the said party of the first part for herself her heirs executors and administrators doth covenant promise and agree to and with the said party of the second part its successors and assigns that at the time of the ensealing and delivery of these presents she is lawfully seized in her own right of a good indefeasible estate of inheritance in fee simple of and in all and singular the above granted bargained and premises with the appurtenances and hath good right full power and lawful authority to grant bargain sell convey and assure the same in manner and form aforesaid and that the said party of the second part its successors and assigns shall and may by virtue of these presents hereafter peaceably and quietly have hold occupy possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let suit trouble molestation eviction or interruption of the said party of the first part her heirs or assigns

PARCEL
#2

[illegible] and that the said [illegible] and all and every other person or [illegible] whatsoever [illegible] shall and will from time to time and at all times hereafter at the request and [illegible] of the said party of the first part his heirs or assigns but at the cost and charges in the law of the said party of the first part his heirs or assigns make do and execute or cause or procure to be made done and executed all and every such further and other lawful and reasonable act and acts thing and things device and assurance in the law whatsoever for the better and more effectually vesting the said premises hereby granted or intended so to be and in and to the said party of the second part his heirs and assigns forever as by the said party of the second part his heirs or assigns or his or their counsel learned in the law shall be reasonably devised advised or required so that neither the said party of the first part his heirs or assigns shall be compelled for the doing thereof to travel or go above the distance of [illegible] miles from the place where the same shall be executed by the said party of the first part or his heirs or assigns but that the said party of the first part his heirs or assigns shall and will be [illegible] against the said party of the first part his heirs and assigns and against all and every person and persons whomsoever lawfully claiming or to claim the same [illegible] and by these presents forever defend

In witness whereof the said party of the first part has hereunto [illegible] his hand and seal the day and year first above written

Mary Ann Hill

Signed sealed and delivered in the presence of W B Williams

State of New Jersey County of Hudson ss On the second day of August eighteen hundred and seventy two before me personally appeared Mary Ann Hill who I am satisfied is the grantor named in and who executed the foregoing deed and I having first made its contents known to her she acknowledged that she signed sealed and delivered it as her voluntary act and deed

Washington B Williams Master in Chancery of N J

Received in the office and recorded September 24th 1872 at 11.40 A M

xxxxxxx

241 - 706

COMPARED

707

PARCEL 2A

712

William C Hutton and Phebe His wife

COMPARED

To the United New Jersey Railroad and Canal Company Deed dated July 1st 1872

This Indenture made the first day of July in the year one thousand eight hundred and seventy two between William C Hutton and Phebe His wife of Jersey City in the county of Hudson and state of New Jersey party of the first part and the United New Jersey Railroad and Canal Company a body corporate under the laws of the state of New Jersey party of the second part Witnesseth That the said party of the first part for and in consideration of the sum of Three Thousand dollars lawful money of the United States of America to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged from the same by these presents Have granted bargained sold aliened remised released conveyed and confirmed and by these presents do grant bargain sell alien remise release convey and confirm unto the said party of the second part and to its successors and assigns forever

All that tract or parcel of land with the brick dwelling house thereon standing situate in Jersey City in the county of Hudson and state of New Jersey bounded and described as follows Beginning [illegible]

PARCEL 23

[illegible]

713

241-

[illegible]

and lawfully granted and released premises and every part and parcel thereof with the appurtenances unto the said party of the second part its successors and assigns to and against the said party of the first part and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever

In witness whereof the said party of the first part have hereunto subscribed and set their hands and seals the day and year herein first above written

Wm C Hutton (L.S.)

Phebe Hutton (L.S.)

Signed sealed and delivered in the presence of W F Williams

State of New Jersey Hudson County ss: Be it remembered that on the second day of August eighteen hundred and seventy two before the subscriber personally appeared William C Hutton and Phebe his wife who I am satisfied are the grantors named in and who executed the foregoing deed and I having first made the contents known to them they acknowledged that they signed sealed and delivered it as their voluntary act and deed And the said Phebe on a private examination duly had separate and apart from her said husband further acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely and without any fear threats or compulsion of her said husband

Washington B Williams Master in Chancery of N J

Received in the office and recorded September 24th 1872 at 11:40 A M

(Seal)

552-246

PARCEL 22

638

Robert C.Ewart and Mary his wife,

TO

The New Jersey Rail Road and Transportation Company.

PARCEL 21

Deed,Dated,Oct.5th.1868.

This Indenture made the fifth day of October in the year one thousand eight hundred and sixty eight Between Robert C.Ewart and Mary his wife of Highland in the County of Bergen and State of New Jersey party of the first part and the New Jersey Rail Road and Transportation Company a body corporate of the State of New Jersey party of the second part,Witnesseth that the said party of the first part for and in consideration of the sum of Fifty Thousand Four Hundred dollars lawful money of the United States of America to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened remised released conveyed and confirmed and by these presents do grant bargain sell alien remise release convey and confirm unto the said party of the second part and to their successors and assigns forever.

All those thirteen lots or parcels of land situate in the Fifth Ward of Jersey City in the County of Hudson and State of New Jersey which on Map of that part of the Town of Jersey formerly called Paulus Hook by Joseph F.Mangin and filed in the Clerks office of the County of Bergen A.D.1804 and known And distinguished as lots numbered twenty six 26 twenty seven 27 twenty eight 28 twenty nine 29 thirty 30 thirty one 31 and thirty two 32 in Block numbered two hundred and twenty five225 and also as lots numbered one 1 two 2 three 3 four 4 thirty one 31 and thirty two 32 in Block numbered two hundred and forty nine 249 each of said lots being twenty five feet wide in front and rear and one hundred feet deep throughout and fronting on the southerly side of South third street except will lots numbered 1,2,3,and four 4 which front on the westerly side of Monmouth street being the same premises conveyed to the said Robert C.Ewart by William W.Barron and wife and Thomas Carman and wife by deed dated September 14th.1868 and recorded in the office of the Clerk of Hudson County October 2nd.A.D.1868.

Also All that certain lot piece or parcel of land situate lyint and being in Jersey City aforesaid with the buildings erected thereon bounded and described as follows to wit;Beginning at a point in the southerly side of South third street one hundred feet westerly from the southwesterly corner of Cole and South third streets thence southerly and at right angles with South third street seventy five 75 feet thence Westerly forty feet 40 ft and a half inches 1.1/2 thence northerly and parallel with South third street and at right angles to South third street seventy five feet to the southerly line of South third street thence easterly along the said line forty —— 40 feet one and one half inches 1.1/2 to the place of beginning being the same premises conveyed to said Robert C.Ewart by Thomas King wife of Henry King and Henry King by deed dated October 1st.A.D.1868 and recorded in the office of the Clerk of said County of Hudson October 2nd.A.D.1868.

Also all that certain other lot piece or parcel of land and premises situate lying and being in Jersey City aforesaid commencing at a point in the westerly line of Monmouth street distant south forty fifty five feet from the southerly line of South third street thence running westerly parallel with South third street one hundred and twenty five feet thence southerly and parallel with Monmouth street twenty feet thence easterly parallel with South third street to through and beyond a party wall standing partly on the premises hereby conveyed and partly on the premises next adjoining southerly thereto one hundred and twenty five feet to the easterly line of Cole st

175 639

street thence northerly along said line twenty feet to the place of beginning being the same premises conveyed to the said Robert C.Ewart by Charles Stow and wife by deed dated October 1st.A.D. 1868 and recorded in the office of the Clerk of Hudson County on the same day.

Also all that other certain lot piece or parcel of land with the buildings erected thereon situate lying and being in Jersey City aforesaid bounded and described as follows to wit;Beginning at a point in the easterly line of Erie street distant one hundred(last) feet southerly from the southwesterly corner of South third and Erie street thence running easterly and parallel with South third street one hundred 100 feet thence southerly and parallel with Erie street twenty five 25 feet thence westerly and parallel with South third street one hundred 100feet to Erie street thence southerly along the easterly line of Erie street twenty five 25 feet to the point or place of beginning being the same premises conveyed to the said Robert C.Ewart by Thomas Hartnett and wife by deed dated October 1st.A.D.1868 and recorded in the office of the Clerk of Hudson County October 2nd.A.D.1868 the above lots and parcels of land are conveyed by the party of the first part to the party of the second part subject to all the restrictions and limitations in the said several deeds referred to by which the said lots and parcels of land were conveyed to the said Robert C.Ewart.

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 also all the estate right title interest claim right of dower property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the same and to hold all and singular the above mentioned and described premises with the appurtenances to the above described premises and every part and parcel thereof with the appurtenances unto the said party of the second part their successors and assigns to their own proper use benefit and behoof forever. And the said Robert C.Ewart for himself his heirs executors and administrators doth covenant grant promise and agree to and with the said party of the second part their successors and assigns that he has not done committed executed or suffered any act or acts thing or things whatsoever whereby or by which or whereof the above mentioned and described premises or any part or parcel thereof now are or at any time hereafter shall or may be impeached charged or incumbered in any manner or way whatsoever.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in the presence of. Robt.C.Ewart. (LS)

The word "Highland" on the first line of first page interlined over an erasure before execution. Mary Ewart. (LS)

John Van Brunt.

State of New Jersey

Bergen County ss. Be it remembered that on this fifteenth day of October in the year eighteen hundred and sixty eight before me John Van Brunt a master in Chancery of said State personally appeared Robert C.Ewart and Mary his wife who I am satisfied are the grantors in the within indenture named and I having first made known to them the contents thereof they did each severally acknowledge that they signed sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

And the said Mary wife of the said Robert C.Ewart being by me privately examined separate and apart from her said husband did further acknowledge that she signed sealed and delivered the same as her

175-640

voluntary act and deed freely and without any fear threats or compulsion of or from her husband.

John Van Brunt,

Master in Chancery.

Received in the office and recorded,

October 24th. 1868 at 8.25 o'clock P.M.

xxxxxxxxxxxxxx

DEED

Julinah his wife &

Thomas O. Carson and

Emily M. his wife

TO

Robert C.Bacot

Dated Sept. 14th. 1868

176-379

THIS INDENTURE made the fourteenth day of September in the year One thousand eight hundred and sixty eight. Between William W.Carson and Julinah his wife of Newburgh in the county of Orange and State of New York and Thomas O.Carson and Emily M. his wife of Dalton in the State of Massachusetts party of the first part and Robert C.BaCotof the Town of Hackensack in the County of Bergen and State of New Jersey party of the second part . WITNESSETH;that the said party of the first part for and in consideration of the sum of Twenty six thousand and Four hundred dollars lawful money of the United states of America to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second part his heirs executors and administrators forever released and discharged from the same by these presents. Have granted bargained sold aliened rarised released conveyed and confirmed and by these presents do grant bargain sell alien rerise release convey and confirm unto the said party of the second part and to his heirs and assigns forever. All those thirteen lots or parcels of land situate in the Fifth Ward of Jersey City in the County of Hudson and State of New Jersey which on "Map of that part of the town of Jersey commonly called Aharsimus made by Joseph F.Mangin and filed in the Clerks office of the County of Bergen A.D. 1834,are known and distinguished as lots numbered 26(twenty six) 27(twenty seven) 28 (twenty eight) 29 (twenty nine) 30(thirty) 31(thirty one) and 32(thirty two) in Block numbered 225(two hundred and twenty five)and also as lots numbered 1(one)2(two) 3(three) 4(four) 31(thirty one) and 32(thirty two) in Block numbered 249(two hundred and forty nine) each of said lots being twenty five feet wide in front and rear and One hundred feet deep throughout and fronting on the Southerly side of South third street except said lots numbered 1.2.3. and 4 which front on the westerly side of Monmouth street .Being part of the same lands conveyed to said William and Thomas by Homer Ramsdell and wife by Deed dated February17th. 1868 and Recorded in Liber 166 of Deds for Hudson ------on pages 4 &c.

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 also all the estate right title interest dower right of dower property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances .

TO HAVE AND TO HOLD all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part his heirs and assigns to his and their own proper use benefit and behoof forever. And the said William W.Carson and Thomas O.Carson for themselves their heirs executors and administrators do hereby covenant grant and agree to and with the said party of the second part his heirs and assigns that the said William W.Carson

PARCEL 21

1504 100

176-380

and Thomas G.Carson at the time of the sealing and delivery of these presents were lawfully seised in their own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted premises with the appurtenances and have good right full power and lawful authority to grant bargain sell and convey the same in manner aforesaid and that the said party of the second part this heirs and assigns shall and may at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let suit trouble molestation eviction or disturbance of the said party of the first part their heirs or assigns or of any other person or persons lawfully claiming or to claim the same And that the same now are free clear discharged and unincumbered of and from all former and other grants titles charges estates judgments dower assessments and incumbrances of what nature or kind soever And also that the said party of the first part and their heirs and all and every other person or persons whomsoever lawfully or equitably deriving any estate right title or interest of in or to the hereinbefore granted premises by from under or in trust for them or either of them shall and will at any time or times hereafter upon the reasonable request and at the proper costs and charges in the law of the said party of the second part his heirs and assigns make do and execute or cause or procure to be made done or executed all and every such further and other lawful and reasonable acts conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part his heirs and assigns forever as by the said party of the second part his heirs or assigns or his or their counsel learned in the law shall be reasonably devised advised or required And the said William G. Carson and Thomas G.Carson and their heirs the above described and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the said party of the second part his heirs and assigns against the said party of the first part and their heirs and assigns all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF the said party of the first part have hereunto set their hands and seals the day and year first above written.

Wm. G.Carson (L.S.)

Signed sealed) and delivered in William G.Carson (L.S.)

the presence of

Thomas G.Carson (L.S.)

Jno. C.Noe Carter

Emily G.Carson (L.S.)

State of New York

Orange County S.S.: Be it remembered that on this twenty sixth day of September in the year one thousand eight hundred and sixty eight before me personally appeared William G.Carson and Julina/Ne his wife and Thomas G.Carson and Emily G. his wife who I am satisfied are the grantors in the within instrument named and I Jno. C. Noe made known to them the contents thereof did severally acknowledge that they signed sealed and delivered the same as their voluntary act and deed for the uses and purposes therein mentioned. And the said Julina G. Carson and Emily G. Carson

wife, by me privately examined separate and apart from their said husbands did further severally acknowledge that they signed sealed and delivered the same of their voluntary act and deed freely and without any fear threats or compulsion of or from their said husbands

(SEAL) Jno.C.Noe

Notary Public

Orange County

State of New York

County of Orange S.S.:

I Lewis Cuddeback Clerk of the County of Orange in the State of New York and Clerk of the Supreme Court of the State of New yorkand of the County Courts of said County being Courts of Record being held in said County do hereby certify that John C.Noe whose name is subscribed to the certificate ofacknowledgment of this deed was at the time of taking such acknowledgment a Notary Public in and for the said County of Orange in said State dwelling in said County and I do hereby further certify that the said John C.Noe was at the time of taking such acknowledgment authorized by the law of the State of New York to take acknowledgment of Deeds of lands and Real estate in and for the State of New York that I am well acquainted with the hand writing of the said Notary Public and verily believe that the signature to the said certificate of acknowledgment is genuine

IN TESTIMONY WHEREOF I have hereunto set my hand and Official Seal & seal of said Supreme Court this twenty sixth day of September eighteen hundred and sixty eight.

L.Cuddeback

(Co.Clerks) Clerk

(SEAL)

RECEIVED in the Office and Recorded

Oct 2nd. 1868 at 11-15 Oclk P.M.

176-381

176-523

Michael Gallagher and

Mary his wife

TO

Robert C. Benet

DEED

Dated Oct. 15th. 1868

THIS INDENTURE made the fifteenth day of October in the year One Thousand eight hundred and sixty eight. Between Michael Gallagher and Mary His wife of Jersey City in the County of Hudson and State of New Jersey party of the first part and Robert C.Benet of Englewood Bergen County New Jersey party of the second part .

WITNESSETH, that the said party of the first part for and in consideration of the sum of Four thousand Two hundred dollars lawful money of the United States of America to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second part his heirs executors and administrators forever released and discharged from the same by these presents ,have granted bargained sold aliened remised released conveyed and confirmed and by these presents do grant bargain sell alien remise release convey and confirm unto the said party of the second part and to his heirs and assigns forever.

All that certain piece or parcel of land and premises situate lying and being in the Fifth Ward of Jersey City County of Hudson and State of New Jersey and designated on a Map filed in the Office of the Clerk of theCounty of Hudson aforesaid showing the partition of land in Jersey City among the Heirs of John B.Coles deceased as Lots numbered twenty six (26) and twenty seven (27) on Block numbered two hundred and forty nine (249) and colored red and bounded and described as follows .Beginning on the Southerly side of South third street one hundred and twenty five (125) feet easterly from the southeasterly corner of said Street and Brunswick street thence running southerly and parallel with Brunswick street one hundred (100) feet thence easterly and parallel with South third street fifty (50) feet thence northerly and parallel with Brunswick street one Hundred (100) feet to South third street thence westerly along the Southerly side of South third Street fifty (50) feet to the place of beginning being the same premises conveyed tothe said Michael Gallagher by De Witt Tappan and Margaret His wife and Eliza T. Coles widow of John B.Coles by Deed dated the sixth day ofMay eighteen and sixty eight and recorded in the office of the Clerk of said County of Hudson September 20th. A.D. 1868.

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 also all the estate right title interest dower right of dower property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in orto the above described premises and every part and parcel thereof with the appurtenances .

TO HAVE AND TO HOLD ,all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part his heirs and assigns to his and their own proper use benefit and behoof forever. Subject nevertheless to a certain Mortgage given by the said party of the first part to Margaret Tappan wife of De Witt Tappan

to secure the the sum of Two thousand dollars and interest dated May 6ixth eighteen hundred and sixty eight and Registered in Liber 53 of mortgages pages 255 &c. which said Mortgage and the interest to accrue thereon from the date hereof is hereby assumed as a part of the purchase money for said lands by this deed conveyed. And the said Michael Gallagher for himself his heirs executors and administrators doth, covenant grant and agree to and with the said party of the second part his heirs and assigns that the said Michael Gallagher at the time of the sealing and delivery of these presents is lawfully seized in his own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted bargained and described premises with the appurtenances and has good right full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid subject as aforesaid. And that the said party of the second part his heirs and assigns shall and may at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let suit trouble molestation eviction or disturbance of the said party of the first part their heirs or assigns or of any other person or persons lawfully claiming or to claim the same , except under said Mortgage ,

And that the same now are free clear discharged and unincumbered of and from all former and other grants titles charges estates judgments taxes assessments and incumbrances of what nature or kind soever except as aforesaid . And also that the said party of the first part and their heirs and all and every other person or persons whomsoever lawfully or equitably deriving any estate right title or interest of inter to the hereinbefore granted premises by from under or in trust for them shall and will at any time or times hereafter upon the reasonable request and at the proper costs and charges in the law of the said party of the second part his heirs and assigns make do and execute or cause or procure to be made done or executed all and every such further and other lawful and reasonable act conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part his heirs and assigns forever as by the said party of the second part his heirs or assigns or their Counsel learned in the law shall be reasonably devised advised or required . And the said Michael Gallagher and his heirs the premises and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the said party of the second part his heirs and assigns against the said party of the first part and their heirs and against each and every other person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written .

Signed Sealed and Delivered
In the presence of -} 4.10 Rev. Stamp affixed -

Luther S.Kilner

his
Michael X Gallagher (L.S.)
mark

Mary Gallagher (L.S.)

State of New Jersey

Hudson County ss.

Be it remembered that on this fifteenth day of October in the year one thousand eight hundred and sixty eight before me Luther S.Kilner a Master in Chancery of said State personally appeared Michael Gallagher and Mary his wife who I am satisfied are the grantors in the

within Indenture named and I having first made known to them the contents thereof they did each
thereupon acknowledge that they signed sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

And the said Mary Gallagher being by me privately examined separate and apart from her said husband did further acknowledge that she signed sealed and delivered the same as her voluntary act and deed freely and without any fear threats or compulsion of or from her said husband

Luther S.Kilner

Received in the Office and Recorded M.C.C.
Oct. 17th. 1868 at 10.30 O'clk. A.M.

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and assigns against the said party of the first part and his heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above Written

Signed Sealed and Delivered) Thomas F. Daly (L.S.)
In the presence of)
W. B. Jennings)

State of New Jersey (S.S.). Be it Remembered that on this thirtieth
Hudson County) day of July in the year One thousand Eight
hundred and seventy seven before me the Subscriber Commissioner of
Deeds for the County aforesaid personally appeared Thomas F. Daly
who I am satisfied is the grantor in the within indenture named and
I having first made known to him the Contents thereof he did acknow-
ledge that he signed sealed and delivered the same as his voluntary
act and deed for the uses and purposes therein Expressed.

W. B. Jennings Commissioner of Deeds

Received in the Office of the Register August 22nd A.D. 1877 at 4 41 Min. P.M.

.....Clerk.....

Charles S. Clark)
to) Deed
) Dated
The Hoboken Land) June 13
Improvement Company) 1877.

This Indenture made the fifteenth day of June in the year One thousand Eight hundred and seventy seven between Charles S. Clark (Widower) of the City County and State of New York party of the first part and the United New Jersey Rail Road and Canal Company a Corporation of the State of New Jersey party of the second part.

Witnesseth that the said party of the first part for and in consideration of the Sum of Seventeen Hundred and fifty Dollars lawful money of the United States of America to him in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged from the same by these presents has granted bargained sold aliened remised released conveyed and confirmed and

by these presents does grant bargain sell alien devise release convey and confirm unto the said party of the second part and to its successors and assigns forever.

All that certain lot piece or parcel of land situated in Jersey City N. J. and which is known as lot Numbered Twenty five (25) in Block Numbered Three hundred and Eighty Nine (389) on Map of Jersey City made by R. D. Hasse 1861 and more particularly described as follows:

Beginning at a point in the Southerly line of South Third (now called Sixth) Street distant One hundred feet Easterly from the South Easterly corner of Sixth and Brunswick Streets and from thence to run (1) Southerly and parallel with Brunswick Street One hundred feet thence (2) Easterly and parallel with Sixth Street Twenty five feet thence (3) Northerly and parallel with Brunswick Street One hundred feet to Sixth Street thence (4) Westerly along the Southerly line of Sixth Street twenty five feet to the place of beginning.

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof. And also all the Estate right title interest property possession claim and demand whatsoever as well in law as in Equity of the said party of the first part of in and to the same and every part and parcel thereof with the Appurtenances.

To Have and to Hold the same granted bargained and described premises with the appurtenances unto the said party of the second part its successors and assigns to its and their own proper use benefit and behoof forever.

And the said Charles S. Clark does Covenant grant and agree to and with the said party of the second part its successors and assigns that the said Charles S. Clark at the time of the sealing and delivery of these presents is lawfully seized in his own right of a good absolute and indefeasible Estate of Inheritance in fee simple of and in all and singular the above granted bargained and described premises with the appurtenances and has good right full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid.

And that the said party of the second part its successors and assigns shall and may at all times hereafter peaceably and quietly have hold use

peaceably possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let suit trouble molestation Eviction or disturbance of the first part his Executors administrators or assigns or of any other person or persons lawfully claiming or to claim the same.

And that the same now are free clear discharged and unincumbered of and from all former and other grants titles charges Estates judgments taxes assessments and incumbrances of what nature or kind soever.

And also that the said party of the first part and his heirs Executors & administrators and all and every other person or persons whomsoever lawfully or equitably deriving any Estate right title or interest of in or to the hereinbefore granted premises by from under or in trust for him or them shall and will at any time or times hereafter upon the reasonable request and at the proper costs and charges in the law of the said party of the second part its successors and assigns make in and execute or cause or procure to be made done and executed all and every such further and other lawful and reasonable acts conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part its successors and assigns forever as by the said party of the second part its successors or assigns or its Counsel learned in the law shall be reasonably devised advised or required.

And the said Charles D. Clark his heirs the above described and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the said party of the second part its successors and assigns against the said party of the first part and his heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will Warrant and by these presents forever Defend.

In Witness Whereof the party of the first part has hereto set his hand and seal the day & year first above Written

Signed Sealed and Delivered) D. D. Clark (L.S.)
In the presence of)
Daniel Seymour)

State of New York) SS.: I, Daniel Seymour a Commissioner for
City and County of New York) the State of New Jersey residing in the
City and County of New...

Tore aforesaid do Certify that on the Twenty third day of June 1877 in the said City and County personally appeared before me Charles D. Clark and acknowledged to me that he had signed sealed and delivered the foregoing Instrument as his voluntary act and deed the contents thereof being by me first made known to him and I further Certify that I am personally acquainted with said Charles D. Clark and know him to be the individual described in and who executed the foregoing Instrument.

In Witness Whereof I have hereunto set my Hand and Official Seal at the City County and State aforesaid this 23rd. day of June One thousand Eight Hundred and seventy seven.

(L.S.) Daniel Seymour A Commissioner for the State of New Jersey
Received in the Office & Recorded August 25th. A.D. 1877 at 1:30 o'clock P.M.

W. M.

PAULINE RIEGER Etal.) DEED
Dfts. by SHERIFF PATRICK H. LAVERTY)
To) DATED
) July 5th.
PATRICK H. HUETHOFF) 1877.

This Indenture made this fifth day of July in the year Eighteen Hundred and seventy seven Between Patrick H. Laverty Sheriff of the County of Hudson in the State of New Jersey party of the first part and Frederick H. Huethoff of the City of Hoboken in the County of Hudson and State of New Jersey party of the second part. Witnesseth Whereas on the Eighth day of April in the year of our Lord One thousand Eight Hundred and seventy seven a certain Writ of Fieri Facias was issued out of the Court of Chancery of the State of New Jersey directed and delivered to me the said Patrick H. Laverty then and still Sole Sheriff of the said County of Hudson and which said Writ is in the words or to the effect following that is to say:

New Jersey To Wit: The State of New Jersey to the Sheriff of the County of Hudson Greeting.

(L.S.) Whereas on the thirty first day of March in the year of our Lord One thousand Eight hundred and seventy seven by a certain decree made in our Court of Chancery before our Chancellor at Trenton in a certain cause therein depending wherein Frederick H. Huethoff is Complainant and Pauline Rieger Patrick Rieger Executrix...

PARCEL No.	GRANTOR	GRANTEE	KIND OF INSTRUMENT	DATE OF INSTRUMENT	RECORDED			CONSIDERATION			AREA	REMARKS
					BOOK	PAGE	DATE	R. E. A.'S No.	BOX	PKG.		
1	The Jersey City & Harsimus Cemetery Co.	U.N.J.RR.&C.Co.	Deed	Sept.11,1873	261	687	Oct.3,1873		Vol.9	232	722 s.f.	Deed No. H.F.81
2	do.	"	"	Jan.26,1880	340	594	Jan.26,1880		"	233	154 s.f.	H.F.82½
3	Trustees of Jersey City & Harsimus Cemetery Co.	United D.& P. C.Co.,et al	"	Dec.20,1870	249	547	Dec.11,1872		"	230	3885 s.f.	H.F.80
4	Francis Morris,et ux	N.J.R.R.&Tr.Co.	"	Oct.6,1869	202	87	Oct.15,1869		"	226	5.344 Ac.	H.F.78 Part sold #6,7.
5	Dudley S. Gregory,et ux	"	"	Nov.17,1868	176	730	Nov.20,1868	Remainder of parcel,	Vol.9	228	16756 s.f.	shown as #123,Map V-2.1-#2; total area -5.344A H.F.79 Part sold #6.
6	U.N.J.R.R.& C.Co.	N.J.J.R.R.Co.	"	Apr.21,1910				24461	"	229	22503 s.f.	H.F.127 Part of #4,5.
7	do.	"	"	"				"	Subject to railroad of grantee. Vol.9	229	1197 s.f.	H.F.127 Part of #4.
8	Francis Morris, et ux	N.J.R.R.&Tr.Co.	"	Oct.6,1869	202	87	Oct.15,1869	Subject	to rights of Vol.9	N.J.J.Ry.Co. 226	16029s.f.	H.F.78
9	Edw. Coles, Exr.	"	"	Oct.1,1868	178	562	Nov.3,1868		"	222	7680 s.f.	H.F.76
10	Geo. T. Converse,et ux	U.N.J.RR.&C.Co.	"	June 3,1873	257	559	June 30,1873		"	224	1190 s.f.	H.F.77
11	Andrew C. Morris,Tr. et al	N.J.R.R.&Tr.Co.	"	Oct.1,1868	178	572	Nov.3,1868		"	220	495 s.f.	H.F.75
12	Edw. Coles, Exr.	N.J.R.R.&Tr.Co.	"	"	"	565	"		"	206	9922 s.f.	H.F.69
13	Andrew C. Morris,et al, Tr.	"	"	"	"	568	"		"	216	10000 "	H.F.73
14	John B. Coles,et ux, et al	"	"	Dec.19,1868	181	351	Dec.22,1868		"	218	"	H.F.74
15	Andrew C. Morris,et al, Tr.	"	"	Oct.1,1868	178	568	Nov.3,1868		"	216	10000 s.f.	H.F.73
16	Wm. H. Neilson, et ux	"	"	"	"	575	"		"	214	5000 s.f.	H.F.72
17	Emily Neilson	"	"	"	"	579	"		"	212	"	H.F.71
18	Chas. C. Clark	U.N.J.RR.&C.Co.	"	June 15,1877	314	500	Aug.29,1877		"	208	2500 s.f.	H.F.70
19	Michael Gallagher,etux	Robt.C.Bacot	"	Oct.15,1868	176	523	Oct.17,1868		"	141	5000 s.f.	
19	Robert C. Bacot, et ux	N.J.R.R.&Tr.Co.	"	Dec.14,1868	190	705	May 15,1869		"	134	5000 s.f.	H.F.37
20	Edw. Coles, Exr.	"	"	Oct.1,1868	178	565	Nov.3,1868		"	206	7500 s.f.	H.F.69
21	Wm. J. Carson,et ux, et al	Robert C.Bacot	"	Sept.14,1868	176	379	Oct.2,1868		"	126	15000 s.f.	
21	Robert C. Bacot,et ux	N.J.R.R.&Tr.Co.	"	Oct.5,1868	175	638	Oct.24,1868		"	124	15000 s.f.	H.F.34
22	Richard English, et ux	U.N.J.RR.&C.Co.	"	Sept.20,1892	562	246	Oct.20,1892		"	295	1375 s.f.	H.F.107
23	Wm. C. Hutton, et ux	"	"	July 1,1872	241	712	Sept.24,1872		"	200	913 s.f.	H.F.66
24	James T. Schoonmaker, et ux	"	"	"	"	706	"		"	198	"	H.F.65
25	Mary Ann Hill	"	"	"	"	709	"		"	196	"	H.F.64
26	John Shields, Gdn.	"	"	July 20,1872	"	702	Sept.29,1872		"	194	"	H.F.63

PARCEL No.	GRANTOR	GRANTEE	KIND OF INSTRUMENT	DATE OF INSTRUMENT	RECORDED			CUSTODIAN'S RECORD			AREA	Deed No.	REMARKS
					BOOK	PAGE	DATE	R. E. A.'S No.	BOX	PKG.			
27	Stephen P. Hill,et ux, et al	U.N.J.RR.&C.Co.	Deed	July 1,1872	246	702	Sept.25,1872		Vol.9	188	1897 s.f.	H.F.60	4/5 interest.
"	John Shields,Gdn.	"	"	July 20,1872	241	706	Sept.24,1872		"	190	"	H.F.61	1/5 "
"	Wm. C. Hutton, et ux	"	"	Aug.2,1872	"	700	"		"	192	"	H.F.62	Life Estate
28	Chas. Stone, et ux	Robert C.Bacot	"	Oct.1,1868	177	360	Oct.1,1868		"	127	2500 s.f.		
28	Robert C. Bacot,etux	N.J.RR.&Tr.Co.	"	Oct.5,1868	175	638	Oct.24,1868		"	124	2500 s.f.	H.F.34	
29	Mary Mulligan,et al	"	"	Oct.2,1871	233	73	Oct.2,1871		"	204	3125 s.f.	H.F.68	
30	Wm. J. Carson, et ux, et al	Robt.C.Bacot	"	Sept.14,1868	176	379	Oct.2,1868		"	126	17500 s.f.		
30	Robert C. Bacot, et ux	N.J.R.R.&Tr.Co.	"	Oct.5,1868	175	638	Oct.24,1868		"	124	"	H.F.34	
31	Frances King,et vir	U.N.J.RR.&C.Co.	"	Jan.15,1873	252	153	Jan.30,1873		"	186	4500 s.f.	H.F.59	
32	Florence Hildebrand	"	"	Feb.1,1873	253	253	Feb.8,1873		"	182	2500 s.f.	H.F.57	
33	Samuel M. Prentice,etux	"	"	Mar.25,1873					"	180	600 s.f.	H.F.56	
34	Robert Davis,Sheriff	Jos. Beale	"	Dec.22,1890							"		
"	Jos. Beale, et ux	U.N.J.RR.&C.Co.	"	May 16,1892	552	364	May 24,1892	9563	"	296	"	H.F.108	
35	Rebecca D. Conway	"	"	Feb.15,1873	253	362	Feb.24,1873		"	176	"	H.F.54	
36	James Davis	"	"	Aug.1,1872	245	259	Aug.9,1872		"	174	"	H.F.53	
37	Catherine Cutwater,etvir	"	"	July 12,1872	"	262	"		"	172	"	H.F.52	
38	Helen E. Drohan, et vir	"	"	May 27,1872	243	280	June 10,1872		"	164	1500 s.f.	H.F.48	
39	Florence Hildebrand	"	"	Feb.1,1873	253	253	Feb.8,1873		"	182	1500 s.f.	H.F.57	
40	Jos. Chevallier	N.J.R.R.&Tr.Co.	"	Dec.1,1868	182	222	Dec.7,1868		"	184	2500 s.f.	H.F.58	
41	John Polhemus,et ux	"	"	Oct.31,1868	178	592	Nov.3,1868		"	168	1500 s.f.	H.F.50	
42	Frances King, et vir	Robt.C.Bacot	"	Oct.1,1868	176	375	Oct.2,1868		"	127	3000 s.f.		
"	Robert C. Bacot,et ux	N.J.R.R.&Tr.Co.	"	Oct.5,1868	175	638	Oct.24,1868		"	124	"	H.F.34	
43	Raymond Roth,et ux	Robt.C.Bacot	"	Oct.31,1868	178	596	Nov.3,1868		"	143	5000 s.f.		
"	Robert C. Bacot, et ux	N.J.R.R.&Tr.Co.	"	Dec.14,1868	190	705	May 15,1869		"	134	"	H.F.37	
44	John Polhemus,et ux	"	"	Oct.31,1868	178	592	Nov.3,,168		"	168	2500 s.f.	H.F.50	
45	John Werder, et ux	Robt.C.Bacot	"	Oct.1,1868	176	510	Oct.17,1868		"	140	12500 s.f.		
"	Robert C. Bacot,et ux	N.J.R.R.&Tr.Co.	"	Dec.14,1868	190	705	May 15,1869		"	134	"	H.F.37	
46	Helen E. Drohan,et vir	U.N.J.RR.&C.Co.	"	May 27,1872	243	280	June 10,1872		"	164	7500 s.f.	H.F.48	
47	John Werder	"	"	Apr.12,1873	256	150	Apr.21,1873		"	166	2500 s.f.	H.F.49	
48	Catharine M. Knoop,etvir	"	"	Apr.30,1901	778	157	May 1,1901	5527-B 14847	"	2303	1562 s.f.	H.F.115	
49	Abraham Hooley,et ux	"	"	May 30,1873	257	391	June 19,1873		"	162	1161 s.f.	H.F.47	
50	Jos. B. Stone, et ux	Rob.C.Bacot	"	Oct.15,1868	176	518	Oct.17,1868		"	141	1093 s.f.		
"	Robert C. Bacot, et ux	N.J.R.R.&Tr.Co.	"	Dec.14,1868	190	705	May 15,1869		"	134	"	H.F.37	
51	Jos. B. Stone, et ux	Robert C.Baot	"	Oct.15,1868	176	518	Oct.17,1868		"	141	1604 s.f.		
"	Robert C. Bacot, et ux	N.J.R.R.&Tr.Co.	"	Dec.14,1868	190	705	May 15,1869		"	134	"	H.F.37	
52	Jos. B. Stone,et ux	Robert C. Bacot	"	Oct.15,1868	176	518	Oct.17,1868		"	141	10 s.f.		
"	Robert C. Bacot, et ux	N.J.R.R.&Tr.Co.	"	Dec.14,1868	190	705	May 15,1869		"	134	"	H.F.37	

PARCEL No.	GRANTOR	GRANTEE	KIND OF INSTRUMENT	DATE OF INSTRUMENT	RECORDED			SUBSEQUENT RECORD			AREA	REMARKS
					BOOK	PAGE	DATE	R. E. A.'S No.	BOX	PKG.		
53	Ephraim S. Johnson,etux	Robert C.Bacot	Deed	Sept.24,1868	176	514	Oct.17,1868		Vol.9	140	1543 s.f.	
"	Robert C. Bacot,et ux	N.J.R.R.&Tr.Co.	"	Dec.14,1868	190	705	May 15,1869		"	134	"	H.F.37
54	Geo. A. Hanes,et ux	U.N.J.RR.&C.Co.	"	Mar.12,1903	828	466	Mar.17,1903	17192	"	309	1323 s.f.	" 119
55	Sarah M. Cooper	N.J.R.R.&Tr.Co.	"	Dec.1,1868	182	218	Dec.7,1868		"	102	1148 s.f.	" 24
56	John E. Snowden,et ux	"	"	Oct.29,1868	178	586	Nov.3,1868		"	160	2125 s.f.	H.F.46
57	John B. Davidson,et ux	"	"	Feb.27,1869	183	623	Mar.1,1869		"	156	2500 s.f.	H.F.44
58	Margaret Kaegebehn,etvir	Robert C.Bacot	"	Oct.15,1868	176	506	Oct.17,1868		"	142	2500 s.f.	-
"	Robert C. Bacot, et ux	N.J.R.R.&Tr.Co.	"	Dec.14,1868	190	705	May 15,1869		"	134	"	H.F.37
59	Ozial A. Howe,et ux	"	"	Dec.30,1868	187	571	Apr.26,1869		"	158	2250 s.f.	H.F.45
60	John Palmer,et ux	"	"	Mar.1,1869	183	627	Mar.1,1869		"	154	2500 s.f.	H.F.43
61	Elenora J. Westervelt, et vir	Robt.C.Bacot	"	Oct.26,1869	204	235	Dec.3,1869		"	153	2500 "	H.F.42
"	Robert C. Bacot,et ux	N.J.R.R.&Tr.Co.	"	Nov.24,1869	202	624	Dec.9,1869		"	152	" "	"
62	Jacob Barclay,et ux	"	"	Apr.30,1870	208	458	May 2,1870		"	150	2500 s.f.	H.F.41
63	John Kessler,et ux	"	"	June 1,1871	227	628	June 3,1871		"	148	2500 s.f.	H.F.40
64	Jos.B.Stone,et ux	"	"	June 1,1869	195	165	June 9,1869		"	146	2500 s.f.	H.F.39
65	John Fuhrlein,et ux	"	"	Dec.1,1868	182	215	Dec.7,1868		"	144	2500 s.f.	H.F.38
66	Jos.B.Stone,et ux	Robt.C.Bacot	"	Oct.15,1868	176	527	Oct.17,1868		"	142	4000 "	-
"	Robert C. Bacot,et ux	N.J.R.R.&Tr.Co.	"	Dec.14,1868	190	705	May 15,1869		"	134	" "	H.F.37
67	Eliza F. Jones	U.N.J.RR.&C.Co.	"	Sept.14,1872	241	694	Sept.24,1872		"	132	1000 s.f.	" 36
68	Bromwell Andrew,et ux	"	"	June 30,1873	260	241	July 17,1873		"	130	1000 s.f.	H.F.35
69	John E. Andrus,et ux	"	"	May 31,1901	779	287	June 7,1901	5594-A 14971	"	305	1500 s.f.	H.F.116
70	Trustees of the Scotch Presby.Church of Jersey City	"	"	July 1,1872	242	496	July 5,1872		"	104	4000 s.f.	H.F.25
71	Hugh S. Pollock,et ux	"	"	Apr.10,1873	255	252	Apr.24,1873		"	106	2500 s.f.	H.F.26 12/24 interest.
"	John W. Rea, Gdn.	"	"	May 10,1873	256	693	June 7,1873		"	108	"	H.F.27 6/24 "
"	Wm. J. Adams,et ux	"	"	Apr.28,1873	259	374	Sept.29,1873		"	110	"	H.F.28 1/24 "
"	Horace Crookham,et ux	"	"	"	"	377	"		"	112	"	H.F.29 1/24 "
"	Wm. A. Miller, et ux	"	"	Apr.28,1873	"	380	"		"	114	"	H.F.30 1/24 "
"	Andrew J. Montgomery	"	"	"	"	383	"		"	116	"	H.F.31 " "
"	David W. Montgomery, et ux	"	"	"	"	386	"		"	118	"	H.F.32 " "
"	James R. Montgomery	"	"	"	"	389	"		"	120	"	H.F.33 " "
72	Thos. Herbert,et ux	Robt.C.Bacot	"	Oct.1,1868	176	383	Oct.2,1868		"	128	"	-
"	Robert C. Bacot, et ux	N.J.R.R.&Tr.Co.	"	Oct.5,1868	175	638	Oct.24,1868		"	124	"	H.F.34
73	Sarah M. Cooper	"	"	Dec.1,1868	182	218	Dec.7,1868		"	102	3500 s.f.	H.F.24
74	Ephraim S. Johnson,etux	"	"	Oct.29,1868	178	589	Nov.3,1868		"	100	2500 s.f.	H.F.23
75	Jane W. Tilden	"	"	Apr.30,1869	188	721	Apr.30,1869		"	98	1666 s.f.	H.F.22

PARCEL No.	GRANTOR	GRANTEE	KIND OF INSTRUMENT	DATE OF INSTRUMENT	RECORDED			CUSTODIAN'S RECORD			AREA	REMARKS
					BOOK	PAGE	DATE	R. E. A.'S No.	BOX	PKG.		
76	Samuel E.S.Johnston,etux	N.J.R.R.&Tr.Co.	Deed	Oct.30,1868	180	84	Nov.17,1868		Vol.9	96	1666 s.f.	H.F.21
77	Philip Hughes, et ux	"	"	Nov.16,1868	180	79	"		"	94	1666 "	H.F.20
78	Lavinia M. Barnes	"	"	Dec.1,1868	182	208	Dec.7,1868		"	92	2500 "	H.F.19
79	Henry Watson, et ux	"	"	"	182	212	"		"	90	"	H.F.18
80	Patrick Reilly	"	"	May 15,1872	240	712	May 18,1872		"	86	10000 s.f.	H.F.16
81	John Mason, et ux	"	"	Dec.1,1868	189	436	May 1,1869		"	88	5000 s.f.	H.F.17
82	Patrick Reilly	"	"	May 15,1872	240	712	May 18,1872		"	86	5862 s.f.	H.F.16
83	John Lowery, et ux	"	"	Dec.18,1868	181	355	Dec.22,1868		"	84	2060 s.f.	H.F.15
84	Michael Lienau,et ux	"	"	May 20,1871	224	701	May 22,1871		"	82	1.453 Ac.	H.F.14
85	U.N.J.R.R.&C. CO.	Donroton, Inc.	Speical Wty.	June 17,1958				54818		S-312	17,384.5SF	Pt. Pcls 12,13,14,15.
86	U.N.J.R.R.&C. Co.	Avgran Realty Corp.	Deed	Sept. 11, 1962				56869			495 sf	All of pcl 11
87	F U.N.J.R.R.&C. Co.	New Jersey Turnpike Authority	Deed	May 28, 1963				57247			294 SF	Pt of pcl 5
88	U.N.J.R.R.& C. Co.	New Jersey Turnpike Authority	Deed	Jul, 15,1964				57676			0.03Acs.	Pt.pcl.8-V.O.7,D.V.107
89	C.R.C.	U.S. Dept. of Trans	Condemnation	April, 15, 1976				67277	RSP-5	1232		See papers for details
90.	C.R.C.	Harbour City Dev. Co.	Q.C.D.	Nov. 18, 1982				66668	RSP-5	1232		" " " "
91	C.R.C.	National Bulk Carriers	Q.C.D.	Aug 19, 1985				67308	"	"	24.508 Ac	

Appendix XVI

see PC-ERC-RP-101 for Complete Court order

FILED
Mar. 25, 197
JAMES F. DAVI
CLEI

SPECIAL COURT

REGIONAL RAIL REORGANIZATION ACT OF 1973

In the Matter of

Regional Rail Reorganization Proceedings

Special Court 0061
Misc. No. 75-3(A)

ORDER OF CONVEYANCE TO TRUSTEES OF
RAILROADS IN REORGANIZATION IN THE REGION

Upon consideration that --

A. On March 12, 1976, the United States Railway Association ("Association"), pursuant to Section 209(c) of the Regional Rail Reorganization Act of 1973, as amended ("Rail Act"), certified to this Court which rail properties of railroads in reorganization in the region are to be transferred to Consolidated Rail Corporation ("Corporation") and which rail properties of such railroads are to be conveyed to certain profitable railroads as defined in the Rail Act ("Profitable Railroads"), and advised this Court which rail properties of such railroads are to be conveyed to States or responsible persons in accordance with Section 208(d)(2) of the Rail Act; and

0062

B. on March 24, 1976, the Association filed with this Court a document supplementing and perfecting its March 12, 1976, certification of which rail properties of railroads in reorganization in the region are to be transferred to the Corporation and which rail properties of such railroads are to be conveyed to Profitable Railroads, States or responsible persons; and

C. on March 22, 1976, the Corporation and the Association, pursuant to Sections 303(a)(1) and 306(a), respectively, of the Rail Act, deposited with this Court all of the stock and other securities of the Corporation and all of the Certificates of Value of the Association designated in the Final System Plan that are to be exchanged for the rail properties being transferred to the Corporation; and

D. on March 22, 1976, each Profitable Railroad, State or responsible person, pursuant to Section 303(a)(2) of the Rail Act, deposited with this Court the compensation designated in the Final System Plan to be paid for the purchase of the rail properties being conveyed to such Profitable Railroad, State or responsible person; and

E. the unusually large and complex conveyancing that will occur pursuant to this Order can be expected to result in a need for corrections, amendments or supplements to the Conveyance Documents (as hereinafter defined) and to this Order in order to carry out the intent of the Final System Plan, of such Conveyance Documents and of this Order:

NOW THEREFORE, pursuant to Section 303(b)(1) of the Rail Act, it is hereby ordered:

Section 1. Definitions

As used in this Order:

A. "Certification" shall mean the Certification (including all Appendices and documents submitted therewith and made a part thereof) filed with this Court by the Association on March 12, 1976, and on file in the office of the Clerk of this Court at the United States Courthouse in Washington, D.C.

B. "Certification Supplement" shall mean the Certification Supplement (including all Appendices and documents submitted therewith and made a part thereof) filed with this Court by the Association on March 24,

the office of the Clerk of this Court at the United States Courthouse in Washington, D.C.

0064

C. "Conveyance Document Addendum" shall mean the collection of documents denominated "Conveyance Document Addendum," which was submitted to this Court by the Association with and as a part of the Certification and Certification Supplement and is on file in the office of the Clerk of this Court at the United States Courthouse in Washington, D.C.

D. "Conveyance Documents" shall mean the documents listed in the Conveyance Document Schedules (as hereinafter defined), except that the Conveyance Documents shall not include any document or part thereof filed with the Certification that has been superseded by any such document filed with the Certification Supplement. All maps referred to in the Conveyance Documents are contained in the Map Addendum (as hereinafter defined). All computer printouts of rolling stock and equipment inventory referred to in the Conveyance Documents are contained in the Rolling Stock and Equipment Addendum (as hereinafter defined).

0065

E. "Conveyance Document Schedules" shall mean the Schedules contained in Appendices I-A, II-A and IV of the Certification and Certification Supplement, which Schedules identify the Conveyance Documents.

F. "Final System Plan" shall mean the Plan prepared by the Association which became effective on November 9, 1975, pursuant to Section 208(a) of the Rail Act (a certified copy of which was filed with this Court as Appendix O-A to the Certification), together with the Supplemental Report to the Plan dated September 18, 1975, described in Section 208(d)(1) of the Rail Act (a certified copy of which was filed with this Court as Appendix O-B to the Certification), the Official Errata Supplement to the Plan dated December 1, 1975, described in Section 208(d)(1) of the Rail Act (a certified copy of which was filed with this Court as Appendix O-C to the Certification), the Notice containing further designations to the Plan, dated February 25, 1976, described in Section 208(d)(3) of the Rail Act (a certified copy of which was filed with this Court as Appendix O-D to the Certification), and the document filed as Appendix O-E to the Certification, which document contains the further designations of rail properties described in Section 208(d)(2) of the Rail Act.

0066

G. "Transferor" shall mean the person or persons identified as the Transferor, Grantor or Assignor in a Conveyance Document.

H. "Transferee" shall mean the person or persons identified as the Transferee, Grantee or Assignee in a Conveyance Document.

I. "Map Addendum" shall mean the collection of maps denominated "Map Addendum" which was submitted to this Court by the Association with and as a part of the Certification and Certification Supplement and is on file in the office of the Clerk of this Court at the United States Courthouse in Washington, D.C. Copies of maps from the Map Addendum which are referred to in the Conveyance Documents relating to a particular Transferor are also on file with the United States District Court having jurisdiction over such Transferor.

J. "Rolling Stock and Equipment Addendum" shall mean the collection of rolling stock and equipment inventory computer printouts denominated "Rolling Stock and Equipment Addendum" which was submitted on March 12, 1976, to this Court by the Association with and as a part of the Certification and is on file in the office of the

Clerk of this Court at the United States Courthouse in Washington, D.C. Copies of computer printouts from the Rolling Stock and Equipment Addendum which are referred to in the Conveyance Documents relating to a particular Transferor are also on file with the United States District Court having jurisdiction over such Transferor.

K. "Option" shall mean a Conveyance Document which grants to the Transferee identified therein the right to acquire designated rail properties from the Transferor identified therein in accordance with the terms and conditions set forth in such Document. For purposes of determining the period within which an Option may be exercised, the effective date of this Order shall be deemed to be 12:01 a.m. on April 1, 1976.

L. "Acknowledgment of Receipt and Acceptance of Conveyance Document(s)" shall mean the instruments, copies of which are attached to this Order as Addenda I and II, that are to be executed by the Transferees and delivered to the appropriate Transferors in accordance with the terms of this Order.

M. "Conveyance Date" shall mean 12:01 a.m. on April 1, 1976, except that, in the case of property acquired pursuant to the exercise of an Option,

0068

"Conveyance Date," for purposes of paragraphs A(1) and A(2) of Section 4 of this Order, shall mean the date on which such property is conveyed to the Transferee pursuant to the exercise of such Option.

Section 2. Execution and Delivery of Conveyance Documents

The trustee or trustees of each Transferor identified in each Conveyance Document shall execute (and, where indicated, shall acknowledge) and on or before the Conveyance Date shall deliver such Conveyance Document to the Transferee identified therein -- such delivery to be effective as of the Conveyance Date. Any such Conveyance Document (or any Conveyance Document delivered pursuant to the exercise of an Option) may be executed, acknowledged, and delivered on behalf of the trustee or trustees by any person or persons who has or have been authorized to perform such acts on behalf of the trustee or trustees by the United States District Court or other court having jurisdiction over the Transferor identified in such Conveyance Document. Execution, acknowledgment and delivery of any Conveyance Document in which The Connecting Railway Company is identified as Transferor shall be made by The Connecting Railway Company as Debtor in possession of its properties

LIBER 3286 PG 737

0069

("Connecting"). The execution and delivery of any Conveyance Document by or on behalf of a trustee or trustees or Connecting pursuant to this Order shall not constitute a waiver of any right that such trustee or trustees or Connecting may have to object to or challenge, in whole or in part, the conveyance of the property identified in such Conveyance Document or the terms and conditions of any such conveyance or Conveyance Document. The conveyance of all properties pursuant to this Section shall be subject to all applicable terms and conditions of the Conveyance Documents, the Rail Act and this Order, and each Transferor and Transferee shall faithfully and expeditiously comply with and fulfill all such terms and conditions.

Section 3. Acknowledgment of Receipt and Acceptance of Conveyance Document(s)

Concurrently with delivery from a Transferor of any Conveyance Document or Documents pursuant to this Order, the Transferee shall execute and deliver to such Transferor and forthwith file with the Clerk of this Court an Acknowledgment of Receipt and Acceptance of Conveyance Document(s) in the form attached hereto as Addendum I; except that when a Conveyance Document is delivered pursuant to the exercise of an Option, the

0070

Acknowledgment of Receipt and Acceptance of Conveyance Document(s) shall be in the form attached hereto as Addendum II and shall specify the time at which such Conveyance Documents were actually delivered. In any case in which a Transferee receives more than one Conveyance Document from a particular Transferor, the Transferee may deliver and file a single Acknowledgment of Receipt and Acceptance of Conveyance Documents referring to all of the Conveyance Documents received from such Transferor. The execution of any Conveyance Document or the execution and delivery of any Acknowledgment of Receipt and Acceptance of Conveyance Document(s) by any Transferee pursuant to this Order, or the execution and delivery of any other document pursuant to the terms of such Acknowledgment of Receipt and Acceptance of Conveyance Document(s), shall not constitute a waiver of any right that such Transferee may have to object to or challenge, in whole or in part, the obligations and conditions imposed on such Transferee by the terms of any Conveyance Document or the terms and conditions of the conveyance of the property identified in such Conveyance Document.

Section 4. Certain Terms and Conditions of Conveyance

Each conveyance of property pursuant to this Order shall, where applicable, be subject to the following terms and conditions:

A. Allocation of Taxes, Assessments, Rents, License Fees, User Fees and Other Charges

(1) Allocation Over Time. As between the Transferor and Transferee identified in any Conveyance Document with respect to rail property conveyed to a Transferee pursuant to this Order, the obligation, if any, for payment of

(a) any tax, assessment, license fee, or other charge imposed by a governmental authority on or with respect to any such property or any use thereof or thereon for any period of time or term within which the Conveyance Date falls, or

(b) any rent, license fee, user fee or other charge imposed under or by virtue of any lease, license,

easement, encumbrance or other agreement that continues to attach to such property after the Conveyance Date,

shall be adjusted on a pro rata basis to the Date of Conveyance so that

(i) the Transferor is obligated for any such payment as is attributable to that portion of such period or term preceding the Conveyance Date, and

(ii) the Transferee is obligated for any such payment as is attributable to the balance of such period or term.

(2) Allocation in the Case of Subdivided or Aggregated Property. In the case of any rail property referred to in the preceding subdivision (1) that:

(a) is part of a parcel of property or an aggregation of property that has been or is taxed, assessed or otherwise charged as a unit for

a period of time or term within which the Conveyance Date falls, or

(b) is part of a parcel of property or an aggregation of property that is subject to one or more leases, licenses, easements, encumbrances or other agreements that continue to attach to such parcel or aggregation of property after the Conveyance Date,

the obligation for payment of any tax, assessment, rent, license fee, user fee or other charge that is or becomes payable with respect to such parcel or aggregation of property for that part of such period of time or term as follows the Conveyance Date shall be allocated to such Transferee in the proportion that the value of such property conveyed to such Transferee bears to the total value of such parcel or aggregation of property, determined as of the Conveyance Date; provided that, if any such tax, assessment, rent, license fee, user fee or other charge is attributable to the parts constituting such parcel or aggregation of property on a basis other than the

0074

relative values of such parts, such allocation shall be made on such other basis. If the parties are unable to agree on the basis or method for allocating any such tax, assessment, rent, license fee, user fee or other charge, either or both of such parties may apply to this Court for an order determining the basis or method to be used for such allocation.

B. Pre-Recording Protection of Transferors and Transferees

In the case of real property conveyed, or reserved and excepted from conveyance, in any Conveyance Document, on and after the Conveyance Date and until such Conveyance Document shall have been filed for record with respect to such property in each local jurisdiction in which such property is situated, no Transferor or Transferee identified in such Conveyance Document shall transfer or convey such property, in whole or in part, or create any lien or encumbrance on or with respect to such property, unless the instrument effecting such transfer or conveyance or creating such lien or encumbrance provides that such property is subject to any easement, encumbrance, right or benefit that may have been created or recognized in or by such Conveyance Document.

LIBER 3286 PG 743

C. Resignations of Representatives of the Trustees

On and after Conveyance Date, the trustee or trustees of each Transferor and Connecting shall, upon the request of a Transferee, use his, their or its best efforts to cause any person who is serving at the request of such Transferor as a director or officer of another corporation, partnership, joint venture, or other enterprise, the stock ownership or other corporate interest in which is conveyed from such Transferor to such Transferee pursuant to this Order, to resign from, or otherwise act in accordance with the lawful directions of the Transferee with respect to, such person's position as such director or officer; provided, however, that nothing herein shall be deemed a restraint upon the ability of any such person otherwise to resign from such position as director or officer.

Section 5. Correction of Errors

A. Correction of Errors by or on Application of Transferors and Transferees

To the extent necessary to

(a) carry out the intent of a Conveyance Document or to perfect a designation contained in the Final System Plan, or

(b) record or otherwise perfect any Conveyance Document delivered pursuant to this Order under any applicable statute, ordinance, rule or regulation,

each Transferor or Transferee shall perform, execute, acknowledge, endorse and deliver any and all such further acts, deeds, transfers, assignments, certificates and other instruments as may be reasonably requested by any Transferor or Transferee in order to convey, reconvey, confirm, clarify, identify or more precisely describe the properties designated to be conveyed in the Final System Plan or the properties conveyed or reserved and excepted from conveyance in any Conveyance Document (or intended

so to be). If such parties are unable to agree upon or effectuate such action as should be taken pursuant to this paragraph or the division of costs incident to such action, such party or parties may apply to this Court for such relief as may be appropriate; provided that no person shall apply to this Court for an order or other action under this paragraph A without concurrently serving the Association with notice of such application.

B. Retention of Jurisdiction

This Court retains jurisdiction under Section 209(e) of the Rail Act.

Section 6. Certification of Documents to Transferors and Transferees

Promptly after the entry of this Order, the Association shall deliver to each Transferor and Transferee a copy of the Conveyance Documents to which such Transferor or Transferee is a party together with each map and rolling stock and equipment inventory computer printout referred to in such Conveyance Documents and shall certify that such Conveyance Documents, maps, and printouts are true copies of the Conveyance Documents, maps, and printouts certified by

the Association to this Court and filed in the office of the Clerk of this Court.

Section 7. Issuance of Certified Copies

Upon request of any Transferor or Transferee or any interested person and upon payment of such reasonable fee as may from time to time be established by the rules of this Court, the Clerk of this Court shall issue a certified copy of this Order together with a certified copy of any Conveyance Document requested by such person and shall certify that such Conveyance Document was certified to this Court by the Association and is identified in the files of this Court by the Document Number appearing on such certified copy of such Conveyance Document.

Section 8. Compilation and Deposit of Sets of Conveyance Documents

The Association shall cause to be compiled complete sets of the Conveyance Documents (and the maps referred to in such Conveyance Documents) in the sequence listed in the Conveyance Document Schedules and in the form prepared for execution and delivery of such Conveyance Documents, and shall deposit two complete sets thereof with the Clerk of this Court on or before 12:00

noon on March 29, 1976, and shall attest that each such set contains true copies of all such Conveyance Documents certified to this Court by the Association.

Henry J. Friendly
Presiding Judge

John Minor Wisdom
Judge

Roszel C. Thomsen
Judge

Date: March 15, 1976

Addendum I

Acknowledgment of Receipt and
Acceptance of Conveyance Document(s)

Pursuant to the provisions of Order No. ___ entered on March ___, 1976, by the Special United States District Court established pursuant to Section 209(b) of the Regional Rail Reorganization Act of 1973 (Pub. L. 93-236, 87 Stat. 985), as amended;

_____, the Transferee (hereafter, "Transferee") specified in Conveyance Document Schedule No. _____ ("Schedule") of the Certification and/or Certification Supplement submitted to the Special Court on March 12 and March 24, 1976, respectively, by the United States Railway Association, hereby acknowledges receipt and acceptance from _____, the Transferor (hereafter, "Transferor") specified in the Schedule, of the following Conveyance Documents listed in the Schedule, unexecuted copies of which were contained in the Conveyance Document Addendum submitted with the Certification and Certification Supplement.

0081

Conveyance Document No.	Location of Property or Description of Document

The Transferee hereby acknowledges that it received delivery of the foregoing Conveyance Documents as of 12:01 a.m. on April 1, 1976.

The Transferee hereby agrees for itself and its successors and assigns to perform and observe each of the obligations and conditions imposed on the Grantee, Transferee or Assignee by the terms of the foregoing Conveyance Documents; provided that the Transferee does not assume any obligation or liability that arises after the date of delivery of the foregoing Conveyance Documents out of any event, act or failure to act that occurred prior thereto, and, where an obligation or liability is related to a period that is both before and after such date, the Transferee assumes only that portion of the obligation or liability which is reasonably allocable to the part of the period after such date.

Where reasonably requested by the Transferor, in order to remove any uncertainty as to the effectiveness of this document, the Transferee will execute and deliver

0082

in recordable form a separate Acknowledgment of Receipt and Acceptance of Conveyance Document with respect to any Conveyance Document.

IN WITNESS WHEREOF, _ _ _ _ _ _ _ _ _ _ _, has caused this Acknowledgment of Receipt and Acceptance of Conveyance Document(s) to be executed in its corporate name by _____, its _ _ _ _ _ _ _, duly authorized so to do, attested by _ _ _ _ _ _ _ _ _, its Assistant Secretary, and its corporate seal to be hereunto affixed as of this ___ day of _____, 1976, and does hereby constitute and appoint said _____ its true and lawful attorney in fact for it and in its name to acknowledge this Acknowledgment of Receipt and Acceptance of Conveyance Document(s) as its act and deed.

Signed, attested and acknowledged
in the presence of the following
witnesses:

_____ [Insert Transferee's Name]

_____ By:_____

Attest:_____
Assistant Secretary

[Corporate Seal]

District of Columbia, ss:

0083

On this ___ day of _____, 1976, before me, a Notary Public authorized to take acknowledgments and proofs in the District of Columbia, personally appeared _ _ _ _ _, personally known to me to be the person named in the foregoing Acknowledgment of Receipt and Acceptance of Conveyance Document(s), bearing the same date as this certificate of acknowledgment, as attorney in fact to acknowledge the same for and in the name of _ _ _ _ _ _, and acknowledged himself to be such attorney in fact and that the foregoing Acknowledgment of Receipt and Acceptance of Conveyance Document(s) is the free act and deed of _ _ _ _ _ _ _ _ for the purposes therein contained.

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

_____

Addendum II

Acknowledgment of Receipt and
Acceptance of Conveyance Document(s)

Pursuant to the provisions of Order No. _____ entered on March __, 1976, by the Special United States District Court established pursuant to Section 209(b) of the Regional Rail Reorganization Act of 1973 (Pub. L. 93-236, 87 Stat. 985), as amended;

_____, the Transferee (hereafter, "Transferee") specified in Conveyance Document Schedule No. _____ ("Schedule") of the Certification and/or Certification Supplement submitted to the Special Court on March 12 and March 24, 1976, respectively, by the United States Railway Association hereby acknowledges receipt and acceptance from _____, the Transferor (hereafter, "Transferor") specified in the Schedule, of the following Conveyance Documents listed in the Schedule, unexecuted copies of which were contained in the Conveyance Document Addendum submitted with the Certification and Certification Supplement.

0085

Conveyance Document No.	Location of Property or Description of Document

The Transferee hereby acknowledges that it received delivery of the foregoing Conveyance Documents as of ____ a.m. (p.m.) on _____, 1976.

The Transferee hereby agrees for itself and its successors and assigns to perform and observe each of the obligations and conditions imposed on the Grantee, Transferee or Assignee by the terms of the foregoing Conveyance Documents; provided that the Transferee does not assume any obligation or liability that arises after the date of delivery of the foregoing Conveyance Documents out of any event, act or failure to act that occurred prior thereto, and, where an obligation or liability is related to a period that is both before and after such date, the Tranferee assumes only that portion of the obligation or liability which is reasonably allocable to the part of the period after such date.

Where reasonably requested by the Transferor, in order to remove any uncertainty as to the effectiveness of this document, the Transferee will execute and deliver

in recordable form a separate Acknowledgment of Receipt and Acceptance of Conveyance Document with respect to any Conveyance Document.

IN WITNESS WHEREOF, _ _ _ _ _ _, has caused this Acknowledgment of Receipt and Acceptance of Conveyance Document(s) to be executed in its corporate name by _ _ _ _ _ _ _, its _ _ _ _ _ _, duly authorized so to do, attested by _____, its Assistant Secretary, and its corporate seal to be hereunto affixed as of this ___ day of _____, 1976, and does hereby constitute and appoint said _ _ _ _ _ _ _ _ its true and lawful attorney in fact for it and in its name to acknowledge this Acknowledgment of Receipt and Acceptance of Conveyance Document(s) as its act and deed.

Signed, attested and acknowledged
in the presence of the following
witnesses:

_____ [Insert Transferee's Name]

_____ By:_____

Attest:_____
Assistant Secretary

[Corporate Seal]

District of Columbia, ss:

0087

On this ___ day _____, 1976, before me, a Notary Public authorized to take acknowledgments and proofs in the District of Columbia, personally appeared _ _ _ _ _ _ _, personally known to me to be the person named in the foregoing Acknowledgment of Receipt and Acceptance of Conveyance Document(s), bearing the same date as this certificate of acknowledgment, as attorney in fact to acknowledge the same for and in the name of _ _ _ _, and acknowledged himself to be such attorney in fact and that the foregoing Acknowledgment of Receipt and Acceptance of Conveyance Document(s) is the free act and deed of _ _ _ _ _ _ for the purposes therein contained.

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

_____

United States District Court
for the District of Columbia
A TRUE COPY
JAMES F. DAVEY, CLERK
By Frances Lord
Deputy Clerk

Document No. 0088

UNJ-CRC-RP-4

Hudson

DEED

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

THIS DEED IS MADE BY AND BETWEEN

FAIRFAX LEARY,

AS TRUSTEE OF THE PROPERTY OF

THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, DEBTOR

("Grantor"), whose address is 1404 Mt. Pleasant Road,
Villanova, Pennsylvania 19085

AND

CONSOLIDATED RAIL CORPORATION,

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

UNLOCATED

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

WHEREAS, by orders of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 70-347-A the above-named individual was duly appointed and is now serving as Trustee of the property of the Debtor; and

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

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

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

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

County of Hudson, State of New Jersey

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

LIBER 3286 PG 757

Revised

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

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

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

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

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

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

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

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SECRETARY OF STATE

RESERVING AND EXCEPTING, HOWEVER, TO THE GRANTOR:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has executed this Deed this 31st day of March, 1976.

L.S.

FAIRFAX LEARY, AS
TRUSTEE OF THE PROPERTY OF THE
UNITED NEW JERSEY RAILROAD
AND CANAL COMPANY, DEBTOR

Signed and Acknowledged
in the Presence of:

Anna B Freund
Anna Freund

Peter S Reichertz
Peter S. Reichertz

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

DISTRICT OF COLUMBIA, SS:

On this 31st day of March, 1976, before me, a Notary Public authorized to take acknowledgements and proofs in the District of Columbia, personally appeared Fairfax Leary, personally known to me to be the person whose name is subscribed to the foregoing Deed, bearing the same date as this certificate of acknowledgement, and acknowledged himself to be the Trustee of the Property of The United New Jersey Railroad and Canal Company, Debtor, and that he executed the foregoing Deed as his free act and deed as such Trustee, for the purposes therein contained.

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

Barbara P. Klein

Notary Public in and for
the District of Columbia
My Commission expires June 30, 1979

This Instrument Prepared By:

United States Railway Association
Pursuant to the Act

LIBER 3286 FG 760

Document No. 0092

UNJ-CRC-RP-4

EXHIBIT A

TO THE DEED BY AND BETWEEN

FAIRFAX LEARY,

AS TRUSTEE OF THE PROPERTY OF

THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Hudson, State of New Jersey

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

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

This Exhibit A consists of the following pages only: A-1, A-2, A-3, A-4, A-5, A-7, A-8, A-9, A-10, A-11.

LIBER 3286 PG 761

-5-

Document No.

UNJ-CRC-RP-4

Situate in the County of Hudson, State of New Jersey, and being The United New Jersey Railroad and Canal Company's line of railroad known as the Penn Central Harsimus Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County at Harsimus Cove, passes through Journal Square, and terminates in the County near the junction with the Penn Central New York-Philadelphia Main Line, west of the New Jersey Turnpike Overhead Bridge.

The line of railroad described herein is identified as Line Code 1420 in the records of the United States Railway Association.

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

Document No.

UNJ-CRC-RP-4

Situate in the County of Hudson, State of New Jersey, and being The United New Jersey Railroad and Canal Company's line of railroad known as the Penn Central Passaic Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line enters the County near the Passaic River under the New Jersey Turnpike Bridge, and terminates in the County near Meadows Yard.

The line of railroad described herein is identified as Line Code 1421 in the records of the United States Railway Association.

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

Document No.

UNJ-CRC-RP-4

Situate in the County of Hudson, State of New Jersey, and being The United New Jersey Railroad and Canal Company's line of railroad known as the Penn Central Greenville Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line enters the County near the Newark Bay Drawbridge, and terminates in the County at Greenville Yard.

The line of railroad described herein is identified as Line Code 1422 in the records of the United States Railway Association.

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

0096

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

Document No.

UNJ-CRC-RP-4

Situate in the County of Hudson, State of New Jersey, and being The United New Jersey Railroad and Canal Company's line of railroad known as the Penn Central Center Street Branch and being all the real property in the County lying in, under, above along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County in Harrison, connecting to another line of railroad known as the Penn Central New York-Philadelphia, and terminates in the County near Harrison Freight Station, First Street Yard.

The line of railroad described herein is identified as Line Code 1431 in the records of the United States Railway Association.

LIBER 3286 PG 765

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Situate in the County of Hudson, State of New Jersey, and being The United New Jersey Railroad and Canal Company's line of railroad known as the Penn Central Meadows Branch Track No. 1 and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Meadows Yard, and terminates in the County near Federal Ship Yard.

The line of railroad described herein is identified as Line Code 1434 in the records of the United States Railway Association.

LIBER 3286 PG 766

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Situate in the County of Hudson, State of New Jersey, and being The United New Jersey Railroad and Canal Company's line of railroad known as the Penn Central Meadows Branch Track No. 2 and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Meadows Yard, and terminates in the County near Lincoln Highway.

The line of railroad described herein is identified as Line Code 1434A in the records of the United States Railway Association.

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Situate in the County of Hudson, State of New Jersey, and being The United New Jersey Railroad and Canal Company's line of railroad known as the Penn Central Harrison East Newark Connection, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near 3rd and Essex Streets in Harrison, connecting to another line of railroad known as the Penn Central Center Street Branch and terminates in the County near 1st and Sussex Streets.

The line of railroad described herein is identified as Line Code 1438 in the records of the United States Railway Association.

LIBER 3286 PG 768

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Situate in the County of Hudson, State of New Jersey, and being the United New Jersey Railroad and Canal Company's line of railroad known as The Penn Central Hudson Street Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Montgomery and Hudson Streets in Jersey City, connecting to another line of railroad known as the Harsimus Cove Yard, passes through Hudson Street, Essex Street, and Warren Street and terminates in the County 1 1/2 blocks west of the intersection of Warren and Essex Streets.

The line of railroad described herein is identified as Line Code 1440 in the records of the United States Railway Association.

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Situate in the County of Hudson, State of New Jersey, and being the United New Jersey Railroad and Canal Company's line of railroad known as The Penn Central Susquehanna Connection, Marion Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County at Marion Junction, connecting to another line of railroad known as The Penn Central Harsimus Branch, and terminates in the County, near Secaucus Road.

The line of railroad described herein is identified as Line Code 1441 in the records of the United States Railway Association.

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Document No. 0102
UNJ-CRC-RP-4

EXHIBIT B

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TO THE DEED BY AND BETWEEN

FAIRFAX LEARY,

AS TRUSTEE OF THE PROPERTY OF

THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Hudson, State of New Jersey

RESERVED AND EXCEPTED BY THE GRANTOR

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

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

This Exhibit B consists of the following pages only: B-1, B-2, B-3, B-4, B-4-A, B-4-B, B-4-C, B-5-Revised, B-5-A, B-5-B, B-6, B-8, B-9, B-10-Revised, B-11-Revised, B-12-Revised, B-13-Revised, B-14-Revised, B-15-Revised, B-16-Revised, B-17-Revised, B-18-Revised, B-19-Revised, B-19-A, B-20, B-21-Revised, B-21-A, B-21-B, B-22, B-23-Revised, B-24, B-25, B-25-A, B-27, B-28-Revised, B-29, B-29-A.

LIBER 3286 PG 771

Document No.

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All that parcel of land situate in the City of Hoboken, County of Hudson, and State of New Jersey, being designated Parcel No. NJA 10i 05-8 on Railroad Valuation Map No. 370-8375-3-1-1, as revised to December 31, 1957, and being all of the land of The United New Jersey Railroad and Canal Company, as shown on the Map, which lies southeasterly of Hudson Street, and southwesterly, westerly, northwesterly, and northeasterly of the following described lines:

Beginning at a point on the southeasterly line of Hudson Street at a point therein distant 42 feet, more or less, measured southwestwardly along said southeasterly line from the intersection of said southeasterly line with the southeastwardly prolongation of the southwesterly line of 11th Street;

Thence, extending in a generally southeasterly direction along the generally southwesterly line of land of others 668.70 feet to an angle point in said southwesterly line of land of others; thence southeastwardly along said southwesterly line of land of others 840.04 feet to a point on the Pierhead line of the Hudson River; thence southwestwardly along said Pierhead line 590 feet, more or less, to a point in the northeasterly line of land of others; thence northwestwardly along said northeasterly line of land of others 229.27 feet to a point on the Bulkhead Line of the Hudson River; thence, on an azimuth of South 11° 49' 30" West, 10 feet, more or less, along said Bulkhead Line to a point in the northeasterly line of land of others; thence northwestwardly along said northeasterly line of land of others 170 feet, more or less, to a point in the westerly line of land of others; thence southwardly and southwestwardly along the westerly and northwestwardly line of land of others 2112.56 feet to a point on the southeastwardly prolongation of the northeasterly line of 5th Street; thence northwestwardly along said southeasterly prolongation of 5th Street 5 feet, more or less, to a point on the southeasterly line of an unnamed Street, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1412-1.6.

LIBER 3286 PG 772

-16-

All those parcels of land situate in the City of Jersey City, County of Hudson, State of New Jersey, being designated Parcel Nos. NJ A10N-011 and NJ A10N-023 on Railroad Valuation Map No. 370-8377-1-ST1-1, as revised to December 31, 1965, and being all of the land of The United New Jersey Railroad and Canal Company, as shown on the Map, bounded and described as follows:

Beginning at a point on the southwesterly line of Morgan Street, distant 15 feet, measured northwestwardly and radially from the centerline of Ball Ground Loop Track, of said Railroad and Canal Company, as it was located on December 3, 1975;

Thence, extending from said beginning point the following nine courses and distances: (1) southwestwardly and westwardly and parallel and concentric to said centerline 1050 feet, more or less, to a point on the easterly line of Warren Street; thence, (2) northeastwardly along said line 25 feet, more or less, to a point in the southwesterly line of land of others;

The following three courses and distances being by land of others: (3) southeastwardly 125 feet, more or less, to an angle point in the railroad property line; (4) northeastwardly 30 feet, more or less, to another angle point; (5) northwestwardly 125 feet, more or less, to another angle point in the said easterly line of Warren Street; thence, (6) northeastwardly along said line 170 feet, more or less, to a point on the southerly line of Steuben Avenue; thence, (7) southeastwardly along said line and eastwardly prolongation thereof 485 feet, more or less, to a point on the easterly line of Washington Street; thence, (8) along said easterly line of Washington Street, 270 feet, more or less, to another point on the aforesaid southerly line of Morgan Street; thence, (9) southeastwardly along said line of Morgan Street, 350 feet, more or less, to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1420-1.0.

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All that parcel of land situate in the City of Jersey City, County of Hudson, and State of New Jersey, being designated Parcel No. NJA 10n 05-9 on Railroad Valuation Map Nos. 370-8377-1-ST1-1, as revised to December 31, 1965, and 370-8375-1-ST2-1, as revised to December 31, 1966, and being all of the land of The United New Jersey Railroad and Canal Company, as shown on the Map, bounded and described as follows:

Beginning at a point on line of land of Penn Central Transportation Company, distant 40 feet, measured southeastwardly and radially from the centerline of No. 12 Team Track and 560 feet, more or less, distant, measured northwardly at right angles from the northerly line of Montgomery Street;

Extending from said beginning point the following thirteen courses and distances: (1) northeastwardly and parallel to said centerline 200 feet to a point;

Thence, (2) northwestwardly at right angles to the last described course 25 feet, more or less, to a point distant 15 feet, measured southeastwardly and radially from said centerline;

Thence, (3) northeastwardly and parallel to said centerline and its tangent prolongation 615 feet, more or less, to a corner in the line of land of others; the following ten courses and distances being by land of others:

(4) southeastwardly, 150 feet, more or less, to a point in the northwesterly line of land of others; thence, (5) southwestwardly, along said line of land of others, 280 feet, more or less, to a point; thence, (6) northwestwardly, 90 feet, more or less, to an angle point in the railroad property line; thence, (7) southwestwardly, 125 feet, more or less, to an angle point in the railroad property line; thence, (8) southerly, 45 feet, more or less, to an angle point in the railroad property line; thence, (9) southeastwardly, 55 feet, more or less, to an angle point in the railroad property line; thence, (10) southwestwardly, 30 feet, more or less, to an angle point in the railroad property line; thence, (11) southeastwardly, 25 feet, more or less, to an angle point in the railroad property line; thence, (12) southwestwardly, 330 feet, more or less, to a point in the northeasterly line of land of others; thence, (13) southwestwardly along said line of land of others, 150 feet, more or less, to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1420-1.0.

Subject to the easement and right to use, operate, maintain, repair, renew, replace and remove the existing track or tracks on and across the above described property.

LIBER 3286 PG 774

Document No. UNJ-CRC-RP-4

All of that parcel of land situate in the City of Jersey City, County of Hudson, and State of New Jersey, being designated Parcel No. NJ.A10n 07-4 on Railway Valuation Map No. 370-8375-1-ST2-1 as revised to December 31, 1965, and being all of the land, as shown on the Map, of The United New Jersey Railroad and Canal Company which is bounded and described as follows:

Beginning at a point at a corner of the land of other owners, which point is distant 510 feet, ±, measured eastwardly and at right angles from the easterly line of Washington Street and also distant 60 feet, ±, measured northwardly and at right angles from the prolongation eastwardly of the southerly line of Second Street;

Thence, extending (1) northwardly along an easterly line of land of other owners 850 feet, ±, to a point on the southerly line of the Berwind White Coal Mining Company's Coal Pier "M"; thence (2) eastwardly along said southerly line of the Berwind White Coal Mining Company's Coal Pier "M" and continuing eastwardly along the prolongation eastwardly of said southerly line 1,835 feet, ±, to a point on the Modified Pier Head Line as approved by the Secretary of War on January 13, 1931; thence (3) southwardly along said Modified Pier Head Line 1,445 feet, ±, to a point at a corner of the land of other owners; thence (4) westwardly along the northerly line of said land of other owners 890 feet, ±, to a point at the corner of the land of other owners; thence (5) northwardly along an easterly line of land of other owners 565 feet, ±, to a point at a corner of land of other owners; thence (6) westwardly along a northerly line of land of other owners 810 feet, ±, to the point and place of beginning.

The above described parcel is identified in the records of the United States Railway Association as Line Code 1420/1.0.

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All that tract of land described as two parcels situate in the City of Jersey City, County of Hudson, and State of New Jersey, being designated Parcel No. NJ.A10i 17-4 on Railway Valuation Maps Nos. 370-8375-1-ST1-1 as revised to December 31, 1965, and 370-8375-1-ST2-1 as revised to December 31, 1966, and being all of the land, as shown on the Maps, of The United New Jersey Railroad and Canal Company which is bounded and described as follows:

The First Parcel

Beginning at a point on the centerline of Sixth Street, said point being the intersection of the said centerline of Sixth Street with the centerline of Warren Street;

Thence, extending (1) northwardly along the said centerline of Warren Street 115 feet, ±, to a point distant 20 feet measured southwardly and radially from the centerline of the southernmost track of said Railroad and Canal Company; thence (2) curving to the right in a general southeasterly direction 330 feet, ±, to a point distant 20 feet measured northwestwardly and radially from the centerline of the first wye track of the said Railroad and Canal Company; thence (3) westwardly and northwestwardly parallel with said wye track 665 feet, ±, to a point in the line of Sixth Street; thence (4) northwardly at right angles from the last previous course 20 feet, ±, to a point on the centerline of said Sixth Street; thence (5) eastwardly along said centerline of Sixth Street 340 feet, ±, to a point on the centerline of Warren Street, the point of ending.

The Second Parcel

Beginning at a point on the centerline of Seventh Street, said point being the intersection of the said centerline of Seventh Street with the centerline of Warren Street;

Thence, extending (1) eastwardly by a southerly line of land of other owners 2,900 feet, ±, to a point on the Modified Pier Head Line as approved by the Secretary of War on January 13, 1931; thence, extending (2) southwardly along said Modified Pier Head Line 445 feet, ±, to a point on the prolongation eastwardly of the southerly line of the Berwind White Coal Mining Company's Coal Pier "M"; thence (3) westwardly along said prolongation eastwardly 450 feet, ±, to a point on the prolongation southwardly of a line drawn northwardly and southwardly through the easternmost points of the centerlines of the four railroad tracks of the said Railroad and Canal Company which terminate at the said Railroad and Canal Company's Transfer Bridges Nos. 8 and 9; thence

LIBER 3286 PG 776

(4) northwardly along said prolongation southwardly 100 feet to a point; thence (5) westwardly and at right angles from the last described course 710 feet to a point; thence (6) southwardly at right angles from the last described course 15 feet to a point; thence (7) westwardly at right angles from the last described course 350 feet to a point; thence (8) northwardly at right angles from the last described course 90 feet to a point; thence (9) westwardly at right angles from the last described course 140 feet to a point; thence (10) northwardly at right angles from the last described course 40 feet to a point; thence (11) westwardly at right angles from the last described course 150 feet to a point; thence (12) northwardly at right angles from the last described course 20 feet, ±, to a point distant 20 feet measured northwardly and at right angles from the centerline of the said Railroad and Canal Company's northernmost railroad track; thence (13) in a general westerly direction parallel to the said centerline of track 1,085 feet, ±, to a point on the centerline of Warren Street, which point is distant 170 feet, ±, measured northwardly along said centerline from the centerline of Sixth Street; thence (14) northwardly along said centerline of Warren Street 95 feet, ±, to the point and place of beginning.

The above described tract is identified in the records of the United States Railway Association as Line Code 1420/1.0.

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0109

All that parcel of land situate in Jersey City, County of Hudson, and State of New Jersey, being designated Parcel No. NJ.A10i 02-2 on Railway Valuation Map No. 370-8377-1-2-1 as revised to December 31, 1961, and being all of the land, as shown on the Map, of The United New Jersey Railroad and Canal Company which is bounded and described as follows:

Beginning at a point formed by the intersection of the westerly line of Trenton Street with the centerline of Waldo Avenue, running thence; (1) South 56 degrees 03 minutes 31 seconds West a distance of 119.78 feet to a point; thence (2) North 59 degrees 21 minutes 57 seconds West a distance of 447.50 feet to a point; thence (3) North 60 degrees 20 minutes 27 seconds West a distance of 84.78 feet to a point in the line of lands of C. F. Mueller Company, thence for the following five courses along the line of lands of C. F. Mueller Company; (4) North 32 degrees 21 minutes 21 seconds East a distance of 121.12 feet to a point; thence (5) South 60 degrees 12 minutes East a distance of 22.38 feet to a point; thence (6) North 29 degrees 48 minutes East a distance of 137.31 feet to a point; thence (7) North 26 degrees 35 minutes East a distance of 70 feet to a point; thence (8) North 18 degrees 15 minutes East a distance of 193.20 feet to a point; thence (9) South 31 degrees 28 minutes 18 seconds East a distance of 80.39 feet to a point; thence (10) South 51 degrees 33 minutes 27 seconds East a distance of 80.35 feet to a point in the northerly line of Chestnut Avenue; thence (11) South 56 degrees 03 minutes 31 seconds West and continuing along the northerly line of Chestnut Avenue a distance of 84.31 feet to a point in the westerly line of Trenton Street as same was vacated (October 27, 1913); thence (12) South 35 degrees 28 minutes 29 seconds East a distance of 2 feet to a point along said Trenton Street as vacated; thence (13) on a curve to the left having a radius of 60 feet an arc distance of 77 feet, and continuing along said line of Trenton Street as vacated, to a point; thence (14) South 35 degrees 57 minutes 36 seconds East, and along the westerly line of Trenton Street as vacated a distance of 283.40 feet to a point; thence (15) South 35 degrees 23 minutes 12 seconds East, and along the westerly line of Trenton Street as vacated a distance of 195 feet to a point; thence (16) South 34 degrees 27 minutes 48 seconds East, and along the westerly line of Trenton Street as vacated a distance of 5.10 feet to a point in the northerly line of Waldo Avenue as extended; thence (17) South 56 degrees 03 minutes 31 seconds West and along the northerly line of Waldo Avenue as extended a distance of 18.21 feet to a point in the westerly line of Trenton Street; thence (18) South 35 degrees 28 minutes 29 seconds East and along the westerly line of Trenton Street a distance of 30 feet to a point in the centerline of Waldo Avenue said point being the point or place of beginning.

Said parcel being in City Block 507 as shown on the Official Assessment Map of the City of Jersey City, Hudson County, New Jersey and containing 3.48 Acres.

Subject, however, to the rights of the Grantee, its successors and assigns, to use a portion of the parcel of land hereinbefore described as and for a driveway as a means of access to and from the remaining land of the said Grantee, said portion being more particularly described as:

Beginning at a point formed by the intersection of the second and third courses in the description of the entire parcel, said point also being distant 161.15 feet North and 484.82 feet West of the point of beginning of said parcel. Said point of beginning for the entire parcel is formed by the intersection of the westerly line of Trenton Street with the centerline of Waldo Avenue. From the aforementioned point of beginning, running thence; (a) North 60 degrees 20 minutes 27 seconds West a distance of 7.89 feet to a point in the southerly rail of railroad tracks; thence (b) on a curve to the right having a radius of 2,167.76 feet an arc distance of 202.84 feet along said southerly rail to a point; thence (c) North 24 degrees 29 minutes 31 seconds East, and along said southerly rail a distance of 180.00 feet to a point; thence (d) on a curve to the left having a radius of 4,011 feet an arc distance of 117.28 feet along said southerly rail to a point in the ninth course of the description of entire parcel; thence (e) South 31 degrees 28 minutes 18 seconds East, and along said ninth course of the description of the entire parcel a distance of 18.45 feet to a point distant 15 feet from said southerly rail; thence (f) on a curve to the right having a radius of 4,026 feet an arc distance of 107.14 feet and continuing 15 feet from said southerly rail, to a point; thence (g) South 24 degrees 29 minutes 31 seconds West, and continuing 15 feet from said southerly rail, a distance of 180 feet to a point; thence (h) on a curve to the left having a radius of 2,152.76 feet an arc distance of 205.66 feet and continuing 15 feet from said southerly rail, to a point, in the second course of the description of entire parcel; thence (i) North 59 degrees 21 minutes 57 seconds West, and along said second course of the description of entire parcel, a distance of 7.36 feet to a point in the third course of the description of the entire parcel, said point being the point or place of beginning.

Also subject to the permanent and perpetual rights of the said Grantee, its successors and assigns, to operate and maintain its existing railroad tracks and appurtenant devices and facilities in connection with the same located on the parcel of land hereinbefore described containing 3.48 Acres, with the right, liberty and privilege of maintaining, repairing, renewing, operating and using the same and with the free and uninterrupted right, liberty and privilege of passing at all times thereafter over and upon the same with or without locomotives, freight or other cars.

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Together with the permanent right and easement to C. F. Mueller Company, Inc., its successors and assigns, to use in common with the said Grantee, its successors and assigns, its and their lessees, agents, employees, licensees, tenants, patrons, shippers and all other persons doing business with them and with others entitled to the use thereof and with others to whom the said Grantee may hereafter grant similar rights, the existing driveway located on adjoining land of the said Grantee, as a means of access to and from the parcel of land hereinbefore described containing 3.48 acres and Academy Street, the location of said driveway being more particularly shown on plan of survey made by P. L. Caulfield, Civil Engineer, Hoboken, New Jersey dated November 3, 1975, revised November 23, 1975 and December 2, 1975, and made a part hereof by reference thereto, which easement is expressly subject to Grantee's standard Operating Department protective conditions applicable thereto inasmuch as said driveway extends across Grantee's railroad tracks at grade.

The above described parcel is identified in the records of the United States Railway Association as Line Code 1420/2.5.

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All that parcel of land situate in the City of Jersey City, County of Hudson, State of New Jersey, and being designated Parcel No. NJA 10i 03-4 on Railroad Valuation Map No. 370-8377-1-002-1, as revised to December 31, 1961, and being all of the land of The United New Jersey Railroad and Canal Company, as shown on the Map, which lies westerly of the southwesterly line of Newark Avenue and northerly of the following described line:

Beginning at a point on the southwesterly line of Newark Avenue and distant 20 feet measured northwardly and radially from the centerline of the Near Track of the Harsimus Branch of said Railroad Company, as it was located on November 7, 1975;

Thence, extending in a westerly direction, parallel with said centerline a distance of 370 feet to a point on property line of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1420-2.5.

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All that parcel of land located at Kearny, situate in the County of Hudson and State of New Jersey, being designated Parcel No. NJ A 10H 02-9 on Railroad Valuation Map No. 370-8377-1-4-1 as revised to 12/31/66, and being all the land of The United New Jersey Railroad and Canal Company, as shown on the Map, which lies southerly of the following described line:

Beginning at a point in the southeasterly line of Fish House Road, which point is distant 30 feet measured southwardly and radially from the centerline of the southernmost track of said Company, as it was located on 1-22-76.

Thence, extending eastwardly, parallel to said centerline of track 340 feet, more or less, to a point in the Pierhead and Bulkhead line of the northwesterly line of the Hackensack River, the point of ending.

The above described parcel or parcels are identified in the records of The United States Railway Association as Line Code 1420-3/5.

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All that parcel of land located at Kearny, situate in the County of Hudson and State of New Jersey being designated Parcel No. NJ A10H 03-2 on Railroad Valuation Map No. 370-8377-1-4-1 as revised to December 31, 1966 and being all the land of The United New Jersey Railroad and Canal Company as shown on the Map which lies southwesterly, southeasterly and northeasterly of the following described lines:

Beginning at a point in the Pierhead and Bulkhead Line in the northwesterly line of the Hackensack River, which point is distant 30 feet measured southwestwardly at right angles from the centerline of the near track of the railroad as it was located on January 22, 1976 of said Company;

Thence, extending northwestwardly, parallel to said centerline of near track 150 feet, more or less, to a point in the southeasterly line of Fish House Road;

Thence, extending southwestwardly, along said line of Fish House Road 680 feet, more or less, to a point distant 30 feet measured northwardly and radially from centerline of the northernmost of two tracks as it was located on January 22, 1976 of said company;

Thence, extending southeastwardly, parallel to the last mentioned centerline of track 345 feet, more or less, to a point in the Pierhead and Bulkhead Line in northwesterly line of the Hackensack River, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1420-3/5.

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All that certain volume of space situate in the City of Jersey City, County of Hudson and State of New Jersey which lies above a horizontal plane the elevation of which is 22 feet 6 inches above the top of the highest rail of the existing railroad and which is bounded by and lies within the vertical planes which are respectively formed by projecting vertically upwards the boundaries of the following described parcel:

All that parcel of land designated Parcel No. NJ A10i 19-8 on Railroad Valuation Map No. 370-8377-1-3-1, as revised to December 31, 1962, and being all of the property of the United New Jersey Railroad and Canal Company, as shown on the Map, bounded and described as follows:

Beginning at a point on a line of land of others distant 125 feet, more or less, measured westwardly and at right angles from the northwesterly right-of-way of Hudson County Boulevard and distant 15 feet, more or less, measured southwardly and at right angles from the prolongation eastwardly of the southerly line of Magnolia Avenue;

Extending from said beginning point the following four courses and distances:

(1) Northeastwardly, along said right-of-way line 125 feet to a point; thence, (2) northwestwardly at right angles from the last described course 170 feet to a point; thence, (3) southwestwardly at right angles from the last described course 80 feet, more or less, to a point on a northeasterly line of land of others; thence, (4) southeastwardly by land of others 170 feet, more or less, to the place of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1420-3/5.

The Grantor and Grantee shall have, respectively, the rights with respect to the subjacent property conveyed and the air rights reserved that would apply if the building now existing on the premises had been constructed under an air rights indenture conveying and excepting and reserving rights and privileges as follows:

TOGETHER with the right and privilege to (1) locate and erect, as well as maintain and renew in the sub-surface area and space lying below the horizontal plane aforesaid and being located within the perimeter of the parcel of land hereinbefore described hereinafter called "excepted space", suitable columns and footings for the support of any building or future buildings and related facilities to be erected above the horizontal plane aforesaid; it being understood and agreed that Grantor shall erect such columns and footings below the horizontal plane aforesaid only at

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such locations, dimensions and clearances as shall be satisfactory to and in the judgment of the Chief Engineer of Grantee and as will not interfere with the proper and safe operation of the railroad of Grantee; and (2) enter into excepted space to maintain and keep in repair the said columns and footings which the Grantor hereby covenants and agrees so to do at its sole cost and expense. In the event of any reconstruction, alteration or enlargement of such building or buildings or facilities on the premises, and the load to be imposed upon the aforesaid supporting structures shall be in excess of the allowable load under the applicable building code and all the requirements of the Building Department and other city and state agencies for any such supporting structures, the said Grantor shall have the permanent right and obligation, and without the payment of any additional consideration to the Grantee, to enter into the excepted space and to reinforce, strengthen, alter, enlarge, or reconstruct any such supporting structures and to erect additional steelwork, girders, columns, column foundations or footings at its sole cost and expense but under such reasonable requirements, rules and regulations as may be prescribed by the Grantee; title to the aforesaid columns and footings shall be vested in said Grantor and same shall be maintained and kept in repair by Grantor at its sole cost and expense.

EXCEPTING and RESERVING unto the said Grantee its existing railroad, improvements and all other appurtenant facilities, including, but not limited to, catenary, signal, switching and lighting equipment, electric transmission wires, conduits and drain lines, together with the perpetual right and easement for the use and occupation by Grantee, and by its lessees or other persons or corporations which may hereafter be vested with rights through or under it, of, in and to that certain area or space designated "excepted space" and being located within the perimeter of the premises hereinbefore described, including any abutting streets, for the operation, maintenance and renewal of said railroad facilities and all other appurtenances of said Grantee, and for any other different use or purpose related to railroad or other operations desired at any time and from time to time by it, as now or hereafter located within said excepted space, with the right of access thereto by means of passageways, stairways and doorways with proper clearances for convenient use connecting with and extending to and from the track level in the said excepted space through any buildings or structures constructed upon the premises as a means of ingress and egress to and from the public highways in the proximity of said premises, said passageways, stairways and doorways shall be at such locations as may be approved by the Chief Engineer of the said Grantee and shall be located in such manner as will cause as little inconvenience as may be possible in the layout of such buildings or structures.

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AND the Grantor, convenants and agrees with the Grantee as real convenants running with the land, which convenants shall bind all future owners thereof with the same force and effect as if all such future owners had by express agreement in writing assumed to perform and observe all of said conveyance and agreements while such owners, all of which agreements and covenants it is expressly understood and agreed touch and concern the above mentioned premises and relate to the use, operation, maintenance, renewals and safety of the line of railroad and of the railroad improvements and facilities in the excepted space as it or they may now or hereafter exist, viz:

(1) that the plans and specifications for any building or buildings constructed at any time and from time to time on the premises including plans and specifications for necessary columns and footings to support any such buildings, must be satisfactory in the sole judgment of and approved by the Chief Engineer of Grantee before construction is commenced, and Grantee will relocate tracks and other facilities to accommodate such columns and footings as to the location of which columns, footings and foundations the Chief Engineer of Grantee shall have approved, the cost of such relocation shall be borne by Grantor. A complete set of plans and specifications shall be furnished to the Chief Engineer of Grantee in order that the or his representatives, may, from time to time, inspect the construction work to determine if the construction work is being performed in accordance with the said plans and specifications. The work of construction, maintenance, repair and renewal shall be done at such time and in such manner as will be satisfactory to the Chief Engineer of Grantee insofar as same may affect the excepted area herein retained for use of Grantee. The Grantor, at its sole cost and expense, shall make all necessary provisions to protect the existing walls, duct lines, drainage lines and other similar facilities in the excepted space during the course of construction of the building or buildings and thereafter the Grantor shall not interfere with the location or use thereof without the prior written approval of the Chief Engineer of the Grantee. The Grantor further agrees that during the course of construction no structure shall interfere with any existing railroad structure or facilities (including, but not limited to, walls, duct lines, pipes, cables, conduits, drainage, ditches and signals, electric power and communication lines located in the excepted space) except that if, during the course of construction, it becomes necessary for the Grantor to interfere with any existing facility, such interference shall be carried out only after the Grantor has obtained the prior written approval of the Chief Engineer of the Grantee and in accordance with such conditions as said Chief Engineer shall prescribe. If any construction by the Grantor should require the supporting of tracks or other facilities

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of Grantee, Grantee may, at its option, perform such supporting work and Grantor shall advance to Grantee the estimated cost, the actual cost to be ultimately paid by Grantor. This covenant with respect to a new building or buildings is intended for the purpose of safeguarding the use of the said excepted area herein reserved for use of said Grantee for railroad and any other different purposes, and is not intended to give the Grantee any right to control or determine the type of building that may be constructed by the said Grantor or the use to which said premises may be made. Grantee, in approving any plans, drawings or specifications for, any manner or method of performing the work or materials used by Grantor, its contractors, subcontractors or agents, does not assume any responsibility or liability in respect to their safety, sufficiency or otherwise, whether apparent on their face or otherwise, which responsibility or liability shall be and remain with Grantor;

(2) that all costs and expenses incident to the construction of any buildings or any other structure or appurtenance on the premises shall be borne solely by the Grantor and/or their occupants, tenants and subtenants;

(3) that in the construction of any building or buildings above the excepted space, Grantor, at its sole cost and expense, shall and will install such electric lines and lighting fixtures as may be required to adequately illuminate the railroad for Grantee and also install adequate markings at close clearance location in the said excepted space, all to be in conformance with all requirements of the Building Department and other City and State Agencies, the same to be in a manner, of the material and in all respects, to the reasonable satisfaction of the Chief Engineer of the Grantee; it being understood by and between the parties hereto that said electric lighting facilities are to be connected to electric service lines of Grantor and Grantor shall, at its cost and expense, furnish the electric current for such illumination, but it is understood that after their installation, the said electric lighting fixtures are to be maintained and renewed by Grantee. Grantee shall also provide the original electric bulbs and tubes and make all replacements of same; it being further understood and agreed by and between the parties hereto that after their installation the said close clearance markings are to be maintained and renewed by and at the cost of Grantee;

(4) that Grantor shall provide, operate, maintain and renew, at all times, inclusive of the period of construction of any building, at the sole cost and expense of Grantor, proper and adequate facilities for ventilating the excepted space, including the railroad and other facilities therein, and plans and specifications for such

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OCT 12 1978
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ventilation facilities must be satisfactory in the sole judgment of and approved by the Chief Engineer of Grantee. A complete set of said plans and specifications shall be furnished to the Chief Engineer of the Grantee in order that he, or his respresentatives, may, from time to time, inspect the work to determine if the construction, operations, maintenance or renewal of the ventilation facilities is being performed in a proper and adequate manner, and in the event the Grantor shall fail, after construction of said ventilation facilities in accordance with said plans and specifications, to properly and adequately operate, maintain and renew said ventilation facilties, Grantee shall have the right to enter upon the property of Grantor and do or perform any matter or thing necessary for the proper and adequate operation, maintenance and renewal of said facilities and Grantor agrees to pay the Grantee the cost thereof;

(5) that while the duty of maintaining, repairing and renewing of columns, footings and foundation constructed or to be constructed by Grantor in the excepted space shall rest with the Grantor; nevertheless, before performing any such work in said excepted space, Grantor shall confer with the Chief Engineer of Grantee and if it is determined for the safety of Grantee's railroad and operation that Grantee should perform such work for and on behalf of Grantor, Grantee may perform such work at the sole cost and expense of Grantor; and if requested by Grantee, Grantor shall advance to Grantee the approximate cost of any such work before commencement thereof, the actual cost to be ultimately paid by Grantor. If the columns, footings and foundations thereof are damaged, the Grantor will, upon notice from the Grantee, promptly replace, repair or remove such portions of the columns, footings or foundations as in the judgment of the Chief Engineer of the Grantee might reasonably interfere in any way with the operation of the Grantee or cause any physical damage or injury to the railroad tracks, structures, facilities and appliances of the Grantee within the excepted space; provided that if such damage causes any delay or stoppage in the transportation operations of the Grantee, the Grantee shall have the right to forthwith remove the cause of such delay or stoppage;

(6) that Grantor during construction in the excepted space of supporting columns, footings and foundations or structures for the support of any building to be erected above said excepted space and during the erection of such supports for any such building and until the work in the lower level of the permanent structure shall have been completed and cover over the said track area, as well as

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OCT 12 1978
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during any work from time to time in the future within said excepted space, shall be required to pay all costs or expenses for such inspection and protection as Grantee shall deem necessary to safeguard passengers and other persons and the passage and movement of the trains and equipment over the railroad operated in said excepted space;

(7) that before starting any work or making any inspection in or about the excepted space, Grantor shall give to the Chief Engineer of Grantee at least forty-eight (48) hours notice in writing; provided, however, in case of any emergency the notice may be given in such manner and at such time as shall be reasonable applicable to the situation and an opportunity given to the Chief Engineer of Grantee to set up such protection measures as he might deem advisable;

(8) that any building or appurtenant structure constructed or erected by Grantor in the vicinity of or above the excepted space shall be thoroughly waterproofed and drained as well as kept waterproofed and drained, into the building drainage system and no water or waste of any character shall be permitted to drain or leak into the excepted space or in the vicinity thereof;

(9) that any columns or structures to be erected by Grantor in or about the excepted space shall be of sufficient strength to carry any communication lines, lighting facilities, pipe lines and other facilities of Grantee and Grantee shall have the right to make such attachments without payment of compensation to Grantor; provided, however, that if after any building of Grantor is completed any additional attachments made by Grantee shall produce an aggregate weight or load in excess of the allowable loading, Grantee shall, at its sole expense, strengthen the girders and floor beams involved so as to carry such additional loading;

(10) that no highly flammable, explosive or dangerous liquids or materials shall be permitted to be used or stored in any building to be erected on the premises hereby conveyed, except as respects any parking or storage of motor vehicles and services incidental thereto, and then only if stored, handled or used in strict compliance with the applicable Fire Code of any Public Authority having jurisdiction thereof, as well as by Fire Insurance Underwriters, as now written or hereafter amended;

(11) that in the event the development of the property by Grantor requires the excavation or removal of materials now located on the premises, either in or about said excepted space, Grantor shall be required to excavate or remove and carry away same at the

ole cost and expense of Grantor. If the development of the roperty by Grantor does not require the excavation or removal of aid materials on the premises hereby conveyed, and Grantee desires o use some of the area and space not now used, then, and in that vent, Grantee shall excavate or remove and carry away same at the ole cost and expense of the said Grantee and locate and erect at ie sole cost and expense of the Grantee such additional columns, ootings and foundation as may be required to support any building Grantor;

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(12) that the Chief Engineer of Grantee shall cooperate .th Grantor in the development of the hereby conveyed premises and .ll not unduly delay approval or disapproval of plans, and such pproval shall not be unreasonably withheld and shall not be unduly layed nor shall his consent, whenever necessary, be unreasonably thheld or unduly delayed. He shall be available for consultation d advice, and he shall be cooperative in that respect. Whenever, der the terms of this instrument, the opinion of the Chief Engineer operative, it is intended that such opinion shall be fair and asonable;

(13) that in the event that there is any dispute between e parties arising only out of construction, engineering or erational problems during the course of construction (including y dispute as to the reasonableness of any decision, opinion, dgment or requirement by the Chief Engineer of the Grantee), then d in such event the parties agree to submit the dispute to two) arbitrators, one to be appointed by each party, and if those bitrators do not agree they shall elect a third (3rd) disinterested d competent person to act with them, and the decision of the three) arbitrators so chosen, or a majority of them, shall be final d conclusive upon and between the parties hereto. If either party es not appoint an arbitrator as aforesaid within fifteen (15) days ter receipt of notice from the other party that it desires arbitra- on, which notice shall state the name and address of the arbitrator such other party appointed, and does not within such period rnish to such other party the name and address of the arbitrator has appointed, then the arbitrator appointed by such other party l named in such notice shall appoint a disinterested and competent bitrator for the defaulting party, and the two (2) arbitrators so pointed shall select and appoint a third (3rd) to act with them as resaid and with like effect. In the event the two (2) arbitrators l to select a third (3rd) arbitrator then in that event the parties ee that either party may make application to the Court having isdiction for the designation and appointment of such third (3rd) itrator;

(14) that the Grantor, for itself and its occupants, tenants and subtenants in any building proposed to be constructed on the hereby conveyed premises and each of them, waives and releases, and they and each of them, shall fully protect and indemnify and save harmless Grantee and its Lessees and each of them, from and against any and all damage, loss or expense, including any and all actions, suits, judgments, decrees and claims therefor which may in any manner be suffered or sustained by them or any of them, for or on account of any subsidence of soil, noises or vibrations which may be caused by Grantee, or its Lessees, in the construction, reconstruction or normal operation, maintenance, repair or renewal of the railroad and appurtenances, in, across and through the excepted space;

(15) that the Grantee shall not be liable for any interference due to such use with telephone, telegraph, radio, television or other electrical apparatus or other instrumentalities of any kind used in any building or structure erected on the premises;

(16) that the Grantor shall indemnify and save harmless Grantee as well as other parties who have or may have the right to use the said excepted space, from all loss, damage and expense and claims and actions they may suffer or sustain or be held liable whatsoever and to whomsoever belonging, occurring during and in connection with the work of construction and erecting and thereafter repairing, changing, improving, inspecting, operating, renewing or maintaining any building and its appurtenances, by Grantor or its contractors or subcontractors, from a cause not attributable to the sole negligence of the Grantee and/or other parties who have or may have the right to use the excepted space; provided, however, Grantee as well as other parties who have or may have the right to use the said excepted space as hereinbefore provided, shall not be liable for and shall be protected, indemnified and saved harmless by Grantor from all loss, damage and expense which they may suffer or sustain or be held liable for by reason of damage to material and equipment or injury or death to Grantor or its agents or employees or any contractor, subcontractor or materialmen and/or their employees engaged in the work of Grantor, while on the premises.

When in the opinion of the Chief Engineer of the Grantee it is necessary during the erection at any time of any building, and until the lower level of such new building shall have been completed and cover over the track area, as well as during any work from time to time in the future in or about the said excepted space, whether construction, maintenance, renewal or otherwise, to assign capable

SUPPLEMENTAL STIPULATION
CORRECTION SUMMARY

0123

For: UNJ-CRC-RP-4

County of Hudson
State of New York

Page	LC-MP	Subject matter	Action
B-21B ✓	1420-5.5	Description for parcel NJA-10H-06-8	Add page
Map number 370-8377-1-ST5-1	1420-5.5	Map for parcel NJA-10H-06-8	Add map

inspectors, engineers, watchmen, flagmen or similar employees to the work, Grantee may do so, and Grantor shall reimburse Grantee therefor, which cost shall include, in addition to wages, the usual percentages of Grantee for overhead, plus railroad retirement or social security and unemployment taxes, contributions to pension funds, vacation allowances and insurance. Before so assigning such employee, Grantee shall obtain the consent and approval of Grantor to the number of men and the total cost thereof. It is further agreed by and between the parties hereto that the providing of such personnel by Grantee, during the erection of any building or other structure by Grantor, shall not relieve the Grantor or the contractors or subcontractors of Grantor, or their insurer from any liability for damage arising in connection with such work, and any damage resulting from an act or omission of such personnel shall be deemed part of Grantor's work and shall be covered by the insurance to be furnished as hereinafter provided.

Before entering on the premises in connection with the erection at any time of any building, and continuing thereafter throughout the period of construction and thereafter following completion of construction, Grantor, as assurance for, but not in limitation of the liability assumed hereunder by Grantor shall provide Comprehensive General Liability insurance in amount of not less than $250,000.00 for bodily injury (including death) to any one person from any one occurrence, and subject to that limit for any one person, not less than $2,500,000.00 for more than one person for any one occurrence for bodily injury; and property damage liability in amounts of not less then $500,000.00 for each occurrence and $1,000,000.00 aggregate. The policy or policies of such insurance shall be endorsed to cover the contractual liability of Grantor assumed hereunder. Grantee shall be named as additional assured under this policy or a separate protective policy shall be issued in the name of Grantee.

In addition to and not in substitution for the foregoing insurance, before entering on the premises in connection with the erection at any time of any building, and during such work, and until the lower level of such new building shall have been completed and shall have covered over the track area and until no further work in connection therewith shall be required in or about said excepted space, Grantor shall provide or cause their contractor to provide, a policy or policies of Railroad Protective Liability Insurance in the AAR-AASHO form with the same limits as specified above. Said Railroad Protective Liability Insurance shall be in the name of Grantee as insured.

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Likewise, similar insurance shall be provided by said Grantor in reasonable amounts in the event any future work in connection with building or other improvements shall involve the excepted space and use thereof.

Grantor, during the construction of any building or improvements, shall furnish Grantee with evidence that Grantor has provided all-risk Builders Risk Insurance, including debris removal. Such all-risk Builders Risk Insurance shall cover any work which Grantor shall perform in the excepted space. Upon completion of said building or improvements, Grantor shall furnish evidence of permanent fire and extended coverage insurance, including debris removal.

All aforesaid policies of insurance shall be in companies of generally recognized responsibility. Grantor shall submit to Grantee the original policy for Railroad Protective Liability insurance, and certificates evidencing proper coverage for all other policies. All policies of insurance shall provide that they may not be cancelled without at least thirty (30) days' prior written notice to Grantee. Grantor shall, if so requested, submit certified copies of policies to Grantee, in lieu of certification;

(17) that the use, operation, maintenance, renewals and safety of the line of railroad and facilities in the excepted space are of the first and utmost importance and Grantor shall not do anything at any time or from time to time which shall jeopardize or interfere with the free, safe and continuous use, operation, maintenance and removal of the said line of railroad and facilities as it may now or hereafter exist or for such other purposes to which the excepted space may hereafter be devoted. Nothing herein contained, however, shall require Grantor, after plans and specifications for the building have been approved as herein required, to alter, modify or otherwise change or reconstruct said building. The floors of said building or any structures shall not, however, be overloaded beyond their capacity;

(18) that upon the conveyance of title, Grantee shall notify the proper taxing authorities and request apportionment of assessments between the property of the Grantee and the property of the Grantor. After said apportionment Grantee shall pay all taxes on the property assessed to Grantee and Grantor shall be responsible for all taxes on the property assessed to Grantor. Grantor shall pay taxes on all of its improvements erected on the entire area and Grantee shall be responsible for all taxes on all

of its improvements in the excepted area. All taxes shall be apportioned as of the date of the delivery of the deed on the basis of the then current fiscal tax year.

In the case of the failure of the Grantor to pay all taxes and assessments payable hereunder the Grantee may pay the same and the Grantor shall, in such case, pay to the Grantee the sum so paid promptly upon rendition of a bill therefor with accrued interest at the rate of six (6%) per cent per annum from the date of such payment.

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All that parcel of land located at Kearny situate in the County of Hudson and State of New Jersey being designated Parcel No. NJ. A 10H 04-4 on Railroad Valuation Map No. 370-8377-1-4-1, as revised to December 31, 1966, and being all the land of The United New Jersey Railroad and Canal Company, as shown on the Map, bounded and described as follows:

All the lands of The United New Jersey Railroad and Canal Company, which lie southerly of the Newark Turnpike, easterly of Fish House Road, northeasterly of State Route 10, and northwesterly of the Pierhead and Bulkhead line in the northwesterly line of Hackensack River.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1420-3/5.

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UNJ-CRC-RP-4

All those two parcels of land situate in the City of Jersey City, County of Hudson, and State of New Jersey, being designated as Parcel No. NJA 10i 04-6 on Railroad Valuation Map Nos. 370-8377-1-3-1, as revised to December 31, 1962, and 370-8377-0001-004-1, as revised to December 31, 1966, north of State Highway Route No. 10, being all the land of The United New Jersey Railroad and Canal Company, as shown on the Map, being bounded and described as follows:

FIRST PARCEL, Beginning at a point at the intersection of the northwesterly line of Duffield Avenue and the northeasterly line of State Highway Route No. 10;

Extending from said beginning point the following six courses and distances: (1) northwestwardly along the northeasterly line of State Highway Route No. 10, 940 feet to a point; (2) northwestwardly 180 feet, more or less, to a point on the pierhead and bulkhead line on the southerly side of the Hackensack River; (3) northeastwardly along said pierhead and bulkhead line 210 feet to a point; (4) southeastwardly along the land of others 100 feet to a point; (5) southeastwardly along the land of others 895 feet, more or less, to a point in the northwesterly line of Duffield Avenue; (6) southwestwardly along the northwesterly line of Duffield Avenue 140 feet, more or less, to the point of beginning.

SECOND PARCEL, Beginning at a point at the intersection of the southeasterly line of Duffield Avenue and the northeasterly line of State Highway Route No. 10;

Extending from said beginning point the following four courses and distances: (1) southeastwardly along the northeasterly line of State Highway Route No. 10, 189 feet to a point; (2) eastwardly along a curved line to the left by the land of others 250 feet, more or less, to a point at right angles from the intersection of the northwesterly line of State Highway Route No. 25 and the centerline of the right-of-way of railroad; (3) northwestwardly 400 feet, more or less, to a point in the southeasterly line of Duffield Avenue; (4) southwestwardly along the southeasterly line of Duffield Avenue 140 feet, more or less, to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1420-3/5

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UNJ-CRC-RP-4

Situate in the County of Hudson, State of New Jersey, and being part of The United New Jersey Railroad and Canal Company's line of railroad which is known as the Penn Central Passaic Branch, and is described in Exhibit A of this Deed, and is identified as Line Code 1421-0.0 in the records of the United States Railway Association, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to said line of railroad except the following described part or parts thereof:

Situate in the County of Hudson, State of New Jersey, and being part of The United New Jersey Railroad and Canal Company's line of railroad which is known as the Penn Central Passaic Branch, and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially easterly and southerly of the following described lateral cut line:

Beginning at a point on the southern property line of said Railroad opposite Station 308+04;

Thence, northwardly 68 feet, more or less, at right angles, to the tracks to a point 20 feet distant northerly at right angles to the centerline of track M1, as shown on said Map, as it was located on December 1, 1975;

Thence, eastwardly 892 feet, more or less, parallel to said track M1 to a point opposite Station 299+19;

Thence, North 89°East, 1255 feet, more or less, across Track M4, M, and M3, to a point on the northern property line of said railroad property, opposite Station 286+85, the point of ending, as shown on Railroad Valuation Map No. V2.1/6, as revised to December 31, 1957.

The part of line of railroad herein described begins at the lateral cut line near the Passaic River and the New Jersey Turnpike Bridge and extends to the end of the line at Harsimus Cove.

The lateral cut line is identified as Line Code 1420-0.0 in the records of the United States Railway Association.

Document No. UNJ-CRC-RP-4

All that parcel of land situate in the Township of Kearney, County of Hudson and State of New Jersey, being designated as Parcel No. NJ. A10H 06-8 on Railway Valuation Map No. 370-8377-1-ST5-1 as revised to December 31, 1966, being all of the land, as shown on the Map, of the United New Jersey Railroad and Canal Company bounded and described as follows:

Beginning at a point in the northerly line of Pennsylvania Avenue 175 feet, more or less, westerly of the intersection of said northerly line with the prolongation of the westerly line of Passaic Avenue;

Extending from said beginning point the following four courses and distances: (1) Westwardly along the northerly line of Pennsylvania Avenue 840.38 feet to a point; (2) Northwardly at right angles to the previous line along the lands of other owners 112.5 feet to a point; (3) Eastwardly at right angles to the previous line along the lands of other owner 840.38 feet to a point; (4) Southwardly at right angles to the previous line along the land of other owners 112.5 feet to the place of beginning.

The above parcel is identified on the records of the United States Railway Association as Line Code 1420-5.5.

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All that parcel of land situate in the City of Jersey City, County of Hudson, and State of New Jersey, being designated as Parcel No. NJA 10m 06-9 on Railroad Valuation Map Nos. 370-8383-2-ST1-1, as revised to December 31, 1965, 370-8383-2-ST2-1, as revised to December 31, 1963, 370-8383-2-2A-1, as revised to December 31, 1963, and 370-8383-2-3-1, as revised to December 31, 1963 and being all the land of the United New Jersey Railroad and Canal Company which lies generally southwesterly of the following described lines:

Beginning at a point on the southeasterly line of the Newark Bay-Hudson County Extension Turnpike, distant 32 feet, measured southwestwardly and radially from the centerline of Number 2 Track of said Railroad and Canal Company, at a point therein distant 455 feet, more or less, measured southeastwardly along the centerline of said Number 2 Track from the southeasterly abutment of U. G. Bridge 6.20;

Thence, extending southeastwardly parallel to said centerline of No. 2 Track, 280 feet, more or less, to a point said point being distant 50 feet, measured northwestwardly and at right angles from the northwesterly face of a yard office;

Thence, extending southwestwardly at right angles to the preceding course 28 feet, more or less, to a point on the northwesterly prolongation of the line of the southwesterly face of said yard office;

Thence, extending southeastwardly along said northwesterly prolongation and said southwestwardly face of yard office and the southeasterly prolongation thereof 220 feet, more or less, to a point distant 50 feet, measured southeastwardly and at right angles from the southeasterly face of said yard office;

Thence, extending northeastwardly at right angles to previous course 45 feet, more or less, to a point distant, 32 feet, measured southwestwardly and radially from the centerline of the westbound receiving yard loop track; said point being distant 935 feet, more or less, measured southeastwardly along said centerline from the southeasterly abutment of U. G. Bridge 6.20;

Thence, extending southeastwardly parallel to and concentric with said westbound receiving yard loop track 2,100 feet, more or less, to a point distant 32 feet southwestwardly at right angles from the centerline of a running track;

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OCT 12 1978
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Document No.

UNJ-CRC-RP-4

Thence, extending southeastwardly parallel to and concentric with said centerline of running track 1,320 feet, more or less, to a point distant 32 feet southwestwardly and radially from the centerline of No. 14-5 Track;

Thence, extending southeastwardly parallel to and concentric with said centerline of No. 14-5 Track and the southeastwardly prolongation thereof, 6,080 feet, more or less, to a point on a U.S. Government Pierhead Line in New York Bay, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1422-6.

Subject to the easement and right to use, operate, maintain, repair, renew, replace and remove the existing track or tracks on and across the above described property.

In addition, Consolidated Rail Corporation, its agents and assigns, shall have the right to use the open and covered lighterage piers located on the above described property until one continuous year has elapsed without usage of the piers for lighterage operations.

Together with the easement and right to access between a public highway and property conveyed by the within Deed over the existing access road or roads on the above described property.

LC 1422-6.0

All that parcel of land situate in the City of Jersey City, County of Hudson, and State of New Jersey, being designated Parcel No. NJ A10m 07-2 on Railroad Valuation Map No. 370-8383-2-ST1-1, as revised to December 31, 1965, and being all the land of The United New Jersey Railroad and Canal Company, as shown on the Map, which lies southwesterly of the following described line:

Beginning at a point in the southeasterly line of Avenue C, distant 50 feet, measured southwestwardly at right angles from the centerline of the near track of said Railroad and Canal Company, as it was located on January 14, 1976;

Thence, extending southeastwardly, parallel to said centerline of track, 665 feet, more or less, to a point in the northwesterly line of Garfield Street, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1422-6.0.

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OCT 12 1978
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Document No.

UNJ-CRC-RP-4

Situate in the County of Hudson, State of New Jersey, and being part of The United New Jersey Railroad and Canal Company's line of railroad which is known as the Penn Central Center Street Branch and is described in Exhibit A of this Deed, and is identified as Line Code 1431-0.0 in the records of the United States Railway Association, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to said line of railroad except the following described part of parts thereof:

Situate in the County of Hudson, State of New Jersey, and being part of The United New Jersey Railroad and Canal Company's line of railroad which is known as the Penn Central Center Street Branch and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially northwesterly of the following described lateral cut line:

Beginning at a point on the northern property line of said railroad property opposite a point of switch at Station 9+62;

Thence, southwardly 25 feet, more or less, at right angles to said property line to a point 12 feet southwardly from the centerline of Track M2 of said Branch, as it was located on December 1, 1975;

Thence, northwestwardly 822 feet, more or less, to a point 20 feet distant southwardly, at right angles, from the centerline of said track opposite Station 348+54;

Thence, northwestwardly 969 feet, more or less, to the point of intersection of the western and northern property lines of said Railroad opposite Station 358+22, the point of ending, as shown on Railroad Valuation Map No. 2.1/7, as revised to December 31, 1967.

The part of the line of railroad described herein begins at the lateral cut line in Harrison and extends to the end of the line near Harrison Front Station, First Street Yard.

The lateral cut line is identified as Line Code 1431-0.0 in the records of the United States Railway Association.

-46-

LIBER 3286 PG 802

Document No. UNJ-CRC-RP-4

All that parcel of land situate in the City of Harrison, County of Hudson and State of New Jersey, being designated Parcel No. NJ.A10g 12-8 on Railroad Valuation Map No. 370-8377-21A-1-1 as revised to December 31, 1966, and being all the land of The United New Jersey Railroad and Canal Company, as shown on the Map, which lies westerly of the easterly line of First Street and easterly of the centerline of the Passaic River.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1431-1.5.

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

All that parcel of land situate in the Borough of Kearny, County of Hudson, and State of New Jersey, being designated Parcel No. NJ.A10h 09-5 on Railroad Valuation Map No. 370-8375-5-2-1, as revised to December 31, 1961, and being all the land of The United New Jersey Railroad and Canal Company, as shown on the Map, which lies southeasterly of the following described line:

Beginning at a point on the northeasterly line of Lincoln Highway, distant 32 feet, measured southeastwardly and at right angles from centerline of track of said Railroad, as it was located on January 6, 1976;

Thence, extending in a northeasterly direction parallel to said centerline of track, 300 feet, more or less, to a point on the southwesterly line of Gypsum Street, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1434-1.0.

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Document No. UNJ-CRC-RP-4

All that parcel of land situate in the City of Jersey City, County of Hudson, and State of New Jersey, being designated Parcel No. NJ.A10i 09-7 on the Railway Valuation Map No. 370-8380-3-1-1 as revised to December 31, 1962, and being all of the land, as shown on the Map, of The United New Jersey Railroad and Canal Company which lies between the northeasterly line of West Newark Avenue and the northeasterly line of Van Winkle Avenue, and generally northwesterly of the following described line:

Beginning at a point in the northeasterly line of Van Winkle Avenue, distant 15 feet measured northwestwardly and radially from a point on the centerline of the near track of said Railroad and Canal Company;

Thence, extending southwestwardly and then southwardly parallel to said centerline of track 300 feet, ±, to a point on the northeasterly line of West Newark Avenue, the point of ending.

The above described parcel is identified in the records of the United States Railway Association as Line Code 1441/0.0.

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All that parcel of land situate in the City of Jersey City, County of Hudson, State of New Jersey, being designated Parcel No. NJ A10i 10-8 on Railroad Valuation Map No. 370-8380-3-1-1, as revised to December 31, 1960, and being all the land of The United New Jersey Railroad and Canal Company, as shown on the Map, which is bounded by the following four described courses and distances:

Beginning at a point in the southeasterly line of West Side Avenue, 95 feet, measured northeastwardly along said line of West Side Avenue from the northeasterly line of St. Pauls Avenue;

Thence (1) extending southeastwardly and at right angles from the said line of West Side Avenue 75 feet, more or less, to a point, 15 feet measured northwestwardly and radially from the centerline of the near track of said Company, as it was located on January 6, 1976;

Thence (2) extending northeastwardly and parallel and concentric to said centerline of track and along the northwesterly face of the retaining wall 670 feet, more or less, to a point, 25 feet, measured southwestwardly and at right angles from the centerline of the near track of the former Delaware, Lackawanna and Western Railroad Company, as it was located on January 6, 1976;

Thence (3) extending northwestwardly and parallel to the centerline of said track of the former Delaware, Lackawanna and Western Railroad Company, 95 feet, more or less, to a point on said southeasterly line of West Side Avenue;

Thence (4) extending southwestwardly and along said line of West Side Avenue 650 feet, more or less, by various courses to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1441-0.0.

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All that parcel of land situate in the City of Jersey City, County of Hudson, State of New Jersey, being designated Parcel No. NJ A10 i 11-1 on Railroad Valuation Map No. 370-8380-3-1-1, as revised to December 31, 1960, and being all the land of The United New Jersey Railroad and Canal Company, as shown on the Map, which is bounded by the following four described courses and distances:

Beginning at a point in the southeasterly line of West Side Avenue, 30 feet, measured southeastwardly and at right angles from the centerline of the near track of the former Delaware Lackawanna and Western Railroad Company, as it was located on January 6, 1976;

Thence (1) extending southeastwardly and parallel to said centerline of track of the former Delaware, Lackawanna and Western Railroad Company 95 feet, more or less, to a point, 20 feet, measured northwestwardly and radially from the centerline of the near track of The United New Jersey Railroad and Canal Company, as it was located on January 6, 1976;

Thence (2) extending northeastwardly and parallel to the centerline of the near track of said Railroad 295 feet, more or less, to a point on the southeastward prolongation of the centerline of Van Keuren Avenue;

Thence (3) extending northwestwardly along said prolongation 55 feet, more or less, to the southeasterly line of West Side Avenue;

Thence, (4) extending southwestwardly along said line of West Side Avenue 315 feet, more or less, to the place of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1441-0.0.

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CORRECTION SUMMARY

For: UNJ-CRC-RP-4

County of Hudson
State of New Jersey

Page	LC-MP	Subject matter	Action
B-5	1420-2.5	Description for parcel NJA-10i-02-2	Delete page
B-5-Revised	1420-2.5	Description for parcel NJA-10i-02-2	Add page
B-5a	1420-2.5	Description for parcel NJA-10i-02-2	Add page
B-5-B	1420-2.5	Description for parcel NJA-10i-02-2	Add page
Map number 370-8377-1-3-1	1420-3/5	Map for parcels NJA-10i-18-6 NJA-10i-19-8	Add map
B-28	1441-0.0	Description for parcels NJA-10i-07-3 NJA-10i-09-7	Delete page
B-28-Revised	1441-0.0	Description for parcels NJA-10i-09-7	Add page
B-4-A	1420-1.0	Description for parcel NJA-10n-07-4	Add page
B-4-B	1420-1.0	Description for parcel NJA-10i-17-4	Add page
B-4-C	1420-1.0	Description for parcel NJA-10i-17-4	Add page
Map number 370-8375-1-ST2-1	1420-1.0	Map for parcels NJA-10i-17-4 NJA-10n-05-9 NJA-10n-07-4 NJA-10n-09-8	Delete map
Map number 370-8375-1-ST2-1	1420-1.0	Map for parcels NJA-10i-17-4 NJA-10n-05-9 NJA-10n-07-4	Add map
Map number 370-8379-2-48-1	1425-8.75	Map for parcel NJB-140-16-7	Delete map
B-21-A	1420-0.0	Lateral cut description	Add page
Map number 370-8375-1-ST1-1	1420-2.5	Map for parcels NJA-10i-14-7 NJA-10i-15-9	Delete map

CORRECTION SUMMARY

For: UNJ--CRC-RP-4

County of Hudson
State of New Jersey

Page	LC-MP	Subject matter	Action
1	-	Title page	Delete page
1-Revised	-	Title page	Add page
B-23	1422-6	Description for parcel NJA-10m-06-9	Delete page
B-23-Revised	1422-6	Description for parcel NJA-10m-06-9	Add page
A-6	1432	Line description	Delete page
B-29-A	1441-0.0	Description for parcel NJA-10i-11-1	Add page
B-26	1432-0.0	Lateral cut description	Delete page
B-7	1420-3/5	Description for parcel NJA-10i-04-6	Delete page
B-21	1420-3.8	Description for parcel NJA-10i-04-6	Delete page
B-21-Revised	1420-3/5	Description for parcel NJA-10i-04-6	Add page
B-10	1420-3/5	Description for parcel NJA-10i-14-8	Delete page
B-11	1420-3/5	Description for parcel NJA-10i-14-8	Delete page
B-12	1420-3/5	Description for parcel NJA-10i-14-8	Delete page
B-13	1420-3/5	Description for parcel NJA-10i-14-8	Delete page
B-14	1420-3/5	Description for parcel NJA-10i-14-8	Delete page
B-15	1420-3/5	Description for parcel NJA-10i-14-8	Delete page
B-16	1420-3/5	Description for parcel NJA-10i-14-8	Delete page
B-17	1420-3/5	Description for parcel NJA-10i-14-8	Delete page

CORRECTION SUMMARY

For: UNJ-CRC-RP-4

County of Hudson
State of New Jersey

Page	LC-MP	Subject matter	Action
B-18	1420-3/5	Description for parcel NJA-10i-14-8	Delete page
B-19	1420-3/5	Description for parcel NJA-10i-14-8	Delete page
B-10-Revised	1420-3/5	Description for parcel NJA-10i-14-8	Add page
B-11-Revised	1420-3/5	Description for parcel NJA-10i-14-8	Add page
B-12-Revised	1420-3/5	Description for parcel NJA-10i-14-8	Add page
B-13-Revised	1420-3/5	Description for parcel NJA-10i-14-8	Add page
B-14-Revised	1420-3/5	Description for parcel NJA-10i-14-8	Add page
B-15-Revised	1420-3/5	Description for parcel NJA-10i-14-8	Add page
B-16-Revised	1420-3/5	Description for parcel NJA-10i-14-8	Add page
B-17-Revised	1420-3/5	Description for parcel NJA-10i-14-8	Add page
B-18-Revised	1420-3/5	Description for parcel NJA-10i-14-8	Add page
B-19-Revised	1420-3/5	Description for parcel NJA-10i-14-8	Add page
B-19A	1420-3/5	Description for parcel NJA-10i-14-8	Add page
*Map number V1.0/7	1432-0.0	Lateral cut map	Delete map
Map number 370-8377-21A-1-1	1431-1.5	Map for parcel NJA-10g-12-8	Add map
B-25A	1431-1.5	Description for parcel NJA-10g-12-8	Add page

*Copy not attached.

0113

SUPPLEMENTAL STIPULATION
CORRECTION SUMMARY

For: UNJ-CRC-RP-4

County of Hudson
State of New York

Page	LC-MP	Subject matter	Action
B-21B ✓	1420-5.5	Description for parcel NJA-10H-06-8	Add page
Map number 370-8377-1-ST5-1	1420-5.5	Map for parcel NJA-10H-06-8	Add map