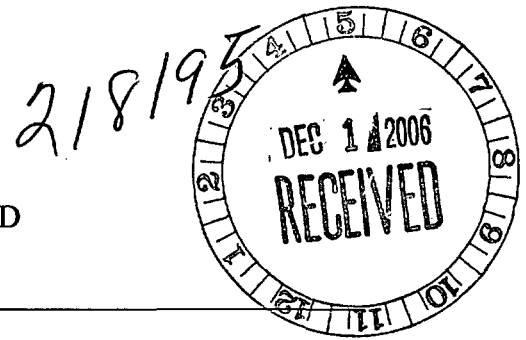


BEFORE THE  
SURFACE TRANSPORTATION BOARD



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|                                 |   |                                       |
|---------------------------------|---|---------------------------------------|
| CSX CORPORATION AND CSX         | ) |                                       |
| TRANSPORTATION, INC., NORFOLK   | ) |                                       |
| SOUTHERN CORPORATION AND        | ) | Finance Docket No. 33388              |
| NORFOLK SOUTHERN RAILWAY        | ) | (Sub-No. 100)                         |
| COMPANY – CONTROL AND           | ) |                                       |
| OPERATING LEASES / AGREEMENTS – | ) |                                       |
| CONRAIL INC. AND CONSOLIDATED   | ) | (Petition for Clarification or in the |
| RAIL CORPORATION                | ) | (alternative for Supplemental Order)  |
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**COMMENTS OF JAMES RIFFIN dba  
THE RARITAN VALLEY CONNECTING RAILROAD**

ENTERED  
Office of Proceedings  
DEC 1 - 2006  
Part of  
Public Record

**Dated: November 29, 2006**

**James Riffin dba  
The Raritan Valley Connecting Railroad  
1941 Greenspring Drive  
Timonium, MD 21093  
(443) 414-6210**

BEFORE THE  
SURFACE TRANSPORTATION BOARD

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|---------------------------------|---|---------------------------------------|
| CSX CORPORATION AND CSX         | ) |                                       |
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| RAIL CORPORATION                | ) | (alternative for Supplemental Order)  |
|                                 | ) |                                       |

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**COMMENTS OF JAMES RIFFIN dba  
THE RARITAN VALLEY CONNECTING RAILROAD**

**1. Notice is hereby given that James Riffin dba The Raritan Valley Connecting Railroad (“Riffin”), intends to participate as a party of record in this proceeding.** Please direct all matters pertaining to this proceeding to: James Riffin dba The Raritan Valley Connecting Railroad; 1941 Greenspring Drive; Timonium, MD 21093. Telephone No.: (443) 414-6210

2. On November 21, 2006, Riffin filed a Notice of Exemption, see FD 34963, to acquire and operate the line of railroad known as the Royce Spur, aka the Raritan Valley Connecting Track and aka the Reading Company New York Branch, which line of railroad formerly was a part of the Delaware and Bound Brook (“D&BB”) line of railroad, between D&BB Mile Post (“MP”) 57.25, located on the northerly sideline of the Lehigh Valley Line, Manville Borough, New Jersey, and D&BB MP 58.50, located on the southerly sideline of the former Central Railroad Company of New Jersey Raritan Valley Line, now known as the New Jersey Transit Raritan Valley Commuter Line, in Bridgewater Township, all in Somerset County, New Jersey.

**ISSUES**

3. The primary issue that was before the Board may be succinctly stated as follows:

**ISSUE I: Does Conrail have the obligation and authority to provide switching services to the Bridgewater Resources, Inc. waste transfer facility located in Bridgewater Township?**

4. To resolve this issue, it would be appropriate to review the pertinent language in the Transaction Agreement ("TA") entered into between Norfolk Southern Railway Company ("NS" or "NSR"), CSX Transportation ("CSX" or "CSXT") and the Consolidated Rail Corporation ("Conrail" or "CRC"), which TA was approved by this Board in *Decision No. 89*, 3 S.T.B. 196 (1998) ("Decision No. 89").

## **BREAKING NEWS !!!**

### **CONRAIL ADMITS TO VIOLATING BOARD PROCEDURES !!**

5. **THIS JUST IN !!** Robert D'Zuro, a paralegal employed in the law department of Conrail, admits Conrail did not file a notice of abandonment or discontinuance of service for the Raritan Valley Connecting Track !!

In a November 27, 2006 Verified Statement, Robert D'Zuro, a paralegal in the law department of Conrail, in a rare display of candor, admitted Conrail never filed a notice of abandonment or discontinuance of service for the line of railroad known as the Raritan Valley Connecting Track, which is located in Somerset County, New Jersey, and which is the subject of this proceeding. In a Petition filed by Norfolk Southern, in a Notice of Exemption proceeding, FD 34963, NS stated: "It is NS' belief that, in the absence of abandonment or discontinuance authority, Conrail retained common carrier operating authority over the line ... ." These, never before admitted, revelations, have raised a second, even more important issue. For an in depth discussion of this second issue, the reader is invited to begin reading that portion of these comments which begin at paragraph 38.

**ISSUE II: What is the appropriate remedy when a railroad abandons a line of railroad, removes the track structure associated with that line of railroad, then sells the line to an individual who is a non-carrier, all without Commission or Board authority?**

## TRANSACTION AGREEMENT

6. **Section 3c.** Section 3 of the Transaction Agreement is entitled **Operations**. It states in pertinent part:

*“(c) Grant of Rights.* Subject to reasonable compensation and other terms established in the Accounting Plan, and in each case for the purpose of **Switching and Yard Services** performed by CRC pursuant to *Section 3(d)* and movement of Operator Trains pursuant to *Section 3(a)* [Emphasis added.]:

*“(ii) NSR hereby grants to CRC and CSXT overhead operating rights to operate CRC trains and CSXT trains, with their own crews, over such NSR line segments access to and use of which by CRC and CSXT are necessary to effectuate the train operations and services contemplated by this Agreement;”* (See p. 76 of the TA, a copy of which is attached hereto.)

*“(d) Switching and Yard Services.*

(i) At the request of and as agent for each Operator, CRC shall perform Switching and Yard Services required by such Operator within the Shared Assets Area, including without limitation any such services which such Operator may be responsible for performing or having performed for a shipper or other Person.

7. On page 66 of the TA, the following preamble appears:

“WHEREAS, CSXT, NSR and CRC desire that the Shared Assets shall be owned, operated and maintained by CRC and used by or for the exclusive benefit of CSXT and NSR, and that CSXT and NSR shall each have full and equal rights to use the Shared Assets to provide competitive railway freight transportation services **to, from and BETWEEN ALL PLACES within the Shared Assets Area.** (Emphasis added.)

8. On page 71 of the TA, the following definitions appears:

*“(ss) “Shared Assets” means all tracks, lands, easements, rights of way, structures, facilities, appurtenances and rights related thereto, **which CRC owns, leases or otherwise has the right to operate over (including those segments over which CRC or an Operator possesses operating rights pursuant to Section 3(c)),** and which are used for railway purposes in the Shared Assets Area, including the properties, rights, equipment, inventory and supplies, whether owned or leased, described or referred to in Item 3A of Schedule I (including Attachments I and II) of the Transaction Agreement, but excluding Operator’s Facilities.”* (Emphasis added.)

“(tt) “Shared Assets Area” means the geographical area comprising the Shared Assets and Operator Facilities and Jointly-Operated Facilities directly (without intermediate connection to another railroad) attached to trackage included within the Shared Assets, which is designated as the ‘North Jersey’ Shared Assets Area.”

9. On page 71 of the TA, the following definition appears:

“(vv) “Switching and Yard Services” means the service of classifying and assembling trains for the account of an Operator in Jointly-Operated Facilities; **movement of loaded or empty Railcars between yards and LOCAL INDUSTRIES, and switching trains and Railcars at yards, terminals and LOCAL INDUSTRIES.**” (Emphasis added.)

10. In Schedule 1, Item 1 – NYC Allocated Assets, paragraph (C) **Yard and Yard Access**, subparagraph (15) [TA p. 86], the following language appears:

“(15) Manville Yard (subject to use by CRC, CSX and NSR pursuant to Ancillary Agreements).”

11. From the TA quotations above, the following can be discerned:

Conrail has the right to use the Manville Yard (§9); has the obligation to provide switching services to local industries (§8); within the Shared Assets Area [§5 (d)]; and has been granted trackage rights to use those NSR line segments, “access to and use of which by CRC and CSXT are necessary to effectuate the train operations and services contemplated by this Agreement.” [§5 (c) (ii)].

12. Having determined that the TA states Conrail has the obligation and authority to provide switching services to local industries within the Shared Assets Area (“SAA”), the next step in the inquiry would be to ascertain whether Petitioner’s Bridgewater Resources, Inc. waste transfer facility, located in Bridgewater Township at 15 Polhemus Lane (“BRI Facility”), is a local industry situated within the SAA. Petitioner’s description of what occurs at the BRI Facility would establish that the BRI Facility is a “local industry.” The next question to be addressed, would be whether the BRI Facility is located “within the SAA.”

### **THE BRI FACILITY IS WITHIN THE NJSAA**

13. To date, the parties have focused on the Lehigh Valley railroad right-of-way, which lies

approximately one mile south of the BRI Facility. Riffin would argue the focus of this inquiry should be broadened to include not only the Lehigh Valley right-of-way, but also the Royce Spur, which services the BRI Facility, and the New Jersey Transit Raritan Valley Commuter Line right-of-way, which lies immediately north of, and adjacent to, the BRI Facility. Riffin would also argue some discussion of the history of the Royce Spur would also be relevant.

### **Central Railroad of New Jersey (Raritan Valley) Line**

14. Conrail deeded the Central Railroad of New Jersey (“CRNJ”) right-of-way (formerly known as the Raritan Valley Line; now known as the New Jersey Transit Raritan Valley Commuter Line) to New Jersey Transit. Conrail retained exclusive freight operating rights over this line of railroad.

15. Attached to NS’ responses to BRI’s Initial Discovery requests is a copy of a **deed dated June 1, 1999**, which deed is recorded in the Land Records of Somerset County in Liber BK 2258 folio 381. A copy of this deed is attached hereto. In this deed, Conrail conveyed three rights-of-way to Pennsylvania Lines L.L.C. (“PRR Lines”). **Exhibit B of that Deed, describes the three lines of railroad that were being conveyed to PRR Lines.** The first line of railroad was the Lehigh Valley Main Line,

A. from “the northwesterly right of way of the former Delaware and Bound Brook Railroad near Manville at approximate Railway Valuation Station 2244+97, more or less, as shown on Exhibit B-1 and on Railway Valuation Map V-3/24; thence, continuing along the centerline of track with a right of way of varying width in a generally westwardly direction for a distance of 57,694 feet ....”

B. The second line of railroad conveyed to PRR Lines was the Middle Brook Branch Industrial Track, which intersects the CRNJ mainline at CRNJ MP 32.4.

C. The third line of railroad conveyed to PRR Lines included “Grantor’s remaining rights, title and interest in the line of Railroad known as the Raritan Valley Railroad that lies **west of Middle Brook Branch** including Somerville yard.” (Emphasis added.)

16. The TA allocated to NS all of the PRR Lines. By this mechanism, NS gained exclusive

freight operating rights over that portion of the **Lehigh Valley line west of Valuation Station 2244+97**, which is located at the intersection of the Lehigh Valley line right-of-way with the northwesterly sideline of the D&BB right-of-way, at or near Lehigh Valley line MP 35.92. Likewise via this mechanism, NS also obtained exclusive freight operating rights over that portion of the CRNJ Raritan Valley line that lies **west of the intersection of the Middle Brook Branch with the Raritan Valley line, or at CRNJ MP 32.4**.

17. The TA stipulated that any lines of railroad or freight operating rights not conveyed to either the NYC Lines or PRR Lines, became Retained Assets of Conrail.

18. **Section 3 Operations** of the TA stipulated Conrail granted to both NS and CSX full operating rights over “any and all tracks included in the Shared Assets.” As indicated in ¶8 above, Shared Assets included “all tracks, lands, easements, rights of way, structures, facilities, appurtenances and rights related thereto, which CRC owns, leases **or otherwise has the right to operate over.**” (Emphasis added.)

19. Conrail retained its freight operating rights over the CRNJ (aka Raritan Valley aka New Jersey Transit Raritan Valley Commuter Line) right-of-way from its beginning point to the intersection of the Middle Brook Branch Line with the CRNJ line at CRNJ MP 32.4.

20. On the **west** side of Polhemus Lane is a grade crossing signal building which has stenciled on its side: MP 32.13. The Middle Brook Branch intersects the CRNJ main line at CRNJ MP 32.4, which is approximately 1,400 feet to the **west** of this signal building. The former Delaware and Bound Brook Railroad (D&BB) intersected the CRNJ at CRNJ MP 32.0, which is approximately 700 feet to the **east** of the signal building. The BRI Facility is located **east** of Polhemus Lane and is directly south of where the D&BB line intersected the CRNJ line at CRNJ MP 32.0.

21. As indicated above, the term SAA was defined to include “the geographical area comprising the Shared Assets,” [see ¶8 (tt)], and the term Shared Assets was defined to include all tracks and rights of way which CRC has the right to operate over [see ¶8 (ss)]. Since Conrail retained its freight operating rights over the CRNJ line to a point which is some 2,000 feet **west** of the BRI Facility, it is obvious that the BRI Facility is **within** the SAA.

### **The D&BB (Trenton) Line**

22. The former D&BB right-of-way, from its beginning point near the Delaware River to MP 58.5, was conveyed to Conrail on **March 31, 1976**, pursuant to the Regional Rail Reorganization Act of 1973. This Conveyance Document No. D&BB - CRC - RPI-2, was recorded in the Recorder's office of the Secretary of State for the State of New Jersey on October 12, 1978.

23. On **March 31, 1982**, the D&BB Railroad Company conveyed a number of non-right-of-way parcels to the Eastern Real Estate Company, a subsidiary of the Reading Railroad Company. Accompanying those conveyances, were copies of the D&BB valuation ("Val") maps for those line segments lying between D&BB MP 56.0 and MP 58.5. A copy of those Val maps for the line segments between D&BB MP 57.0 and D&BB MP 58.5 are attached hereto. The Val maps between D&BB MP 57 and MP 57.5, clearly show where the D&BB tracks crossed over the Lehigh Valley line. These two Val maps also clearly show the D&BB line segments north of MP 57.25 were easily accessible from what is presently known as the Manville Yard. [Compare D&BB Val maps 57 to 57.5 with CSX's Lehigh Line Exhibit.] D&BB Val maps 57.25 - 57.5 clearly show the D&BB westerly main line had a turnout which connected to a side track immediately west of the westerly main line. This side track in turn connected with a side track which was north of, and parallel to, the Lehigh Valley line. Today, this Lehigh Valley side track is known as the Royce Spur. Sometime after Conrail acquired the D&BB line, Conrail removed the two D&BB diamonds that crossed the single-track Lehigh Valley line, then connected the westerly D&BB side track with the westerly D&BB main line. The easterly D&BB main line was also removed. D&BB Val maps 58.0 through 58.5 show how the two D&BB main lines connected with the two Central Railroad of New Jersey main lines. Conrail also removed the two switches which connected the two D&BB main lines with the two CRNJ main lines. Prior to this unauthorized removal of main line track structure, the D&BB line North of the Lehigh Line had direct access to the CRNJ line at a location within the SAA, and to the Manville Yard. The parties have acknowledged Conrail has the right to utilize the Manville Yard.

### **The Royce Spur and Royce Running Track**

24. The Lehigh Line exhibit attached to CSX's responses to BRI's initial discovery requests, is attached hereto. This exhibit shows the relative locations of the Lehigh Main Line, the Royce Running Track, and a spur [known today as the Royce Spur or BRI Spur] immediately to the

north of the Royce Running Track. This exhibit shows the west end of the Royce Running Track connecting to the Lehigh Main Line somewhere west of Main Street [near MP 38], and the east end of the Royce Running Track connecting to the Lehigh Main Line at or near MP 35.92. The exhibit also shows the Royce Spur connecting to the Royce Running Track near Main Street, which is near MP 36.36. This Exhibit shows all (or nearly all) of the Royce Running Track is located west of MP 35.92, and thus belongs to NS. It further shows that the Royce Spur connects to the Royce Running Track west of MP 35.92.

25. On the Lehigh Line exhibit, the Royce Spur is shown terminating a bit west of MP 36. The Royce Spur does not in fact terminate at this point. It actually connects with the track shown on D&BB Val Map 57.0 - 57.25 which is located 1/4 inch above the 57.25 MP flag. Reference to D&BB Val Map 57.25 - 57.5 shows the Royce Spur connecting to a side track located west of the former D&BB's two main lines. Reference to D&BB Val Map 57.5 - 57.75 shows the D&BB side track terminating just south of the bridge that carries the two D&BB main lines over the Raritan River. As stated above, sometime after Conrail acquired the D&BB line, the two diamonds that carried the two D&BB main lines over the single-track Lehigh Main Line, were removed; the east D&BB main line north of D&BB MP 57.25, was removed; and the D&BB side track that terminated just south of the D&BB Raritan River bridge, was connected to the D&BB west main line. After these track re-alignments, the only way to get from Manville Yard to the D&BB main line north of D&BB MP 57.25, was to (1) leave the Manville Yard heading east on the Lehigh Line; (2) once past the D&BB / Lehigh connecting switch, reverse direction on the Lehigh Line, heading west; (3) move onto the Royce Running Track near Lehigh MP 36; (4) continue moving west on the Royce Running Track until the turnout for the Royce Spur was passed; (5) reverse direction again, this time heading east on the Royce Spur until the Royce Spur line intersected the west D&BB main line just south of the D&BB Raritan River bridge. Once on the D&BB west main line, one can continue north to D&BB MP 58.25, where one can enter onto a side track that services the BRI Facility.

#### **D&BB Line north of the Lehigh Line, between D&BB MP 57.25 and MP 58.5**

26. On **August 24, 1995**, Conrail sold the D&BB right-of-way, from the northerly sideline of the Lehigh Line, near D&BB MP 57.25, to the southerly sideline of the CRNJ right-of-way, to **Joseph C. Horner**, a non-carrier. See the attached Deed copy, which is recorded in the Land

Records of Somerset County in Liber BK 2031, folio 320 *et. al.* Mr. Horner then leased this D&BB right-of-way to Bridgewater Resources, Inc., a non-carrier.

27. On **November 21 and 24, 2006**, Riffin reviewed all of the Board's 3 x 5 file cards recording Conrail abandonments from AB 167-001, dated December 1, 1977, through AB 1175, dated January 28, 1997. [AB 167-1177X was dated November 5, 1996.] Riffin was unable to locate a file card which indicated Conrail had filed an application with the Commission, to abandon, or to sell to Mr. Horner, that portion of the D&BB line which lies between D&BB MP 57.25 and MP 58.5. As stated previously in ¶ 5 *supra*, in a November 27, 2006 Verified Statement, **Robert D'Zuro**, a paralegal in the law department of Conrail, admitted Conrail never filed a notice of abandonment or discontinuance of service for the line of railroad known as the Raritan Valley Connecting Track, which lies between D&BB MP 57.25 and MP 58.5.

28. 49 U.S.C. §10903 prohibits abandonment, discontinuance of rail service, or removal of main line track structure without Board or Commission authority. Mr. D'Zuro's Verified Statement confirms that Conrail did not have Commission authority to abandon, discontinue all rail service, or remove that portion of the D&BB line of railroad that was between D&BB MP 57.25 and D&BB MP 58.5, did not have authority to remove the D&BB / Lehigh Valley line diamonds, and did not have authority to remove the D&BB / CRNJ connecting switches at D&BB MP 58.5. Since Conrail did not have authority to abandon, or to discontinue service, on this line of railroad, this line of railroad is still subject to the jurisdiction of the Board and Conrail still has the obligation and authority to provide service over this line of railroad. As stated in ¶ 5 *supra*, NS has stated "It is NS' belief that, in the absence of abandonment or discontinuance authority, Conrail retained common carrier operating authority over the line ... ." Furthermore, since this line of railroad was not conveyed to either CSX or NS, it would be classified as a Retained Asset.

29. If one were to draw a straight line between Lehigh Valley MP 35.92, the western most point on the Lehigh Line that Conrail still owns, and CRNJ MP 32.4, the western most point on the CRNJ (Raritan Valley) line that Conrail has exclusive freight operating rights on, one would ascertain that the D&BB line of railroad between D&BB MP 57.25 and 58.5, is entirely to the **east** of that line, and thus is **within** the SAA.

30. Prior to Conrail's unauthorized removal of the D&BB / Lehigh diamonds, and

unauthorized removal of the D&BB / CRNJ connecting switches, the portion of the D&BB line between D&BB MP 57.25 and MP 58.5, was connected to two lines of railroad that today are clearly within the SAA.

## THE CONTROVERSY

31. The definition of SAA has a caveat: The SAA “means the geographical area comprising the Shared Assets and Operator Facilities and Jointly-Operated Facilities **directly (without intermediate connection to another railroad) attached to trackage included within the Shared Assets.**” As explained above, the BRI Facility is within the SAA, and the D&BB line between D&BB MP 57.25 and 58.5 (“D&BB Line”), is within the SAA. Unfortunately, this portion of the D&BB Line is no longer **obviously** attached to “trackage included within the Shared Assets.” [It is attached to the Royce Running Track, which Conrail conveyed to NS.] And therein lies the controversy.

32. Riffin would argue there are three reasons why, though not obvious at first blush, the D&BB Line is “attached to trackage included within the Shared Assets.”

## SECTION 3C RIGHTS

33. As quoted above (§6), under Section 3c (ii) of the TA, NSR has granted to both Conrail and CSX overhead operating rights to operate their trains over such NS line segments “access to and use of which by CRC and CSXT are necessary to effectuate the train operations and services contemplated by this Agreement.” And as quoted above (§8), the definition of “Shared Assets” includes “those segments over which CRC or an Operator possesses operating rights pursuant to *Section 3(c)*.” So the question then becomes, do the train operations and services identified by the parties [maintenance by Conrail of the Approach Signal at Lehigh MP 38.4; switching services to a local industry (BRI Facility) within the SAA], fall within those *Section 3 c* train operations and services “contemplated by this agreement,” If so, then the D&BB Line is attached to “trackage included within the Shared Assets.” If not, then the issue of Conrail’s unauthorized abandonment and removal of main line track structure comes into play. Had Conrail not removed the track structure that connected the D&BB Line to the Trenton or CRNJ lines, then the D&BB line would be “attached to trackage included within the Shared Assets.” Given that Conrail unauthorizedly removed track structure that connected the D&BB Line to both the CRNJ

and Trenton Lines, Riffin would argue the Respondents are estopped from arguing the D&BB Line is not connected to Shared Assets trackage. In addition, Riffin would argue the owner of the D&BB Line could reinstall a switch in the CRNJ line, thereby reconnecting the D&BB Line with the CRNJ line, and / or reinstall a diamond in the Lehigh Valley line, thereby reconnecting the D&BB Line with the Trenton Line. Or in the alternative, Conrail may be compelled to reinstall the switches and diamonds it unauthorizedly removed.

**The Lehigh Valley line Approach Signal is within the NJSAA.**

34. As noted in ¶8 above, the definition of “Shared Assets” includes “structures, facilities, appurtenances and rights related thereto, which CRC ... otherwise has the right to operate over [including those segments over which CRC ... possesses operating rights pursuant to *Section 3(c)*], and which are used for railway purposes in the Shared Assets Area, ... .” The Approach Signal near MP 38.4 on the Lehigh line would constitute a “structure,” and is part of the signal “facilities” that are “appurtenant” to the CP Port Reading Junction. This Approach Signal is used for “railway purposes in the Shared Assets Area.” [The Approach Signal controls train movements through the Port Reading Junction, which the Respondents have stipulated is within the NJSAA.] *Section 3(c)* grants CRC the right “to operate CRC trains ... over such NSR line segments access to and use of which by CRC ... are necessary to effectuate the train operations contemplated by this Agreement.” The Respondents have stipulated Conrail has the obligation to maintain the Approach Signal and other portions of the signaling apparatus that controls the Port Reading Junction. Access to this Approach Signal is “necessary to effectuate the train operations contemplated by this Agreement.” Since access to this Approach Signal is “necessary,” per *Section 3(c) (ii)*, NSR has granted CRC trackage rights over those NSR line segments [Lehigh main line and Royce Running Track (CRC would use the Royce Running Track if a NS train was scheduled to use the Lehigh main line)] which lie between MP 35.92 and the Approach Signal. Since CRC has trackage rights to the Approach Signal, and since the Approach Signal is west of the point on the Royce Running Track where the Royce Spur connects with the Royce Running Track, it also would have trackage rights to the point on the Royce Running Track where the Royce Spur connects with the Royce Running Track.

**Conrail has the authority and obligation to provide switching service to the BRI Facility.**

35. The BRI Facility is a local industry which is located within the NJSAA. The D&BB

Line (Royce Spur, BRI Spur) is located within the SAA. The Lehigh Line Approach Signal at Lehigh MP 38.4, would constitute a 'structure' which is 'appurtenant' to the signal 'facilities' which control Port Reading Junction. Conrail has the obligation to maintain these control facilities. To maintain these facilities, Conrail must have authority to access all components of these signal facilities. These signal facilities are "necessary to effectuate the train operations contemplated by this Agreement." Under *Section 3 c (ii)* of the TA, NS has granted both CSX and Conrail operating rights over NS line segments "access to and use of which by CRC and CSXT are necessary to effectuate the train operations and services contemplated by this Agreement." The TA definition of Shared Assets includes those segments over which CRC possesses operating rights pursuant to *Section 3 c*. Since that portion of the Lehigh Line between MP 35.92 and 38.4 conforms to the definition of Shared Assets, the Royce Spur is "attached to trackage included within the Shared Assets." Consequently, the Royce Spur is **within** the SAA, and per *Section 3 c*, both Conrail and CSX have the authority to utilize that portion of the Lehigh Line between MP 35.92 and 38.4 to access the Royce Spur, and Conrail and CSX both have the authority and the obligation to provide switching services to the BRI Facility.

36. Furthermore, but for the fact that Conrail unauthorizedly removed main line track structure which connected the D&BB Line to the Manville Yard, and to the CRNJ Line at a point clearly within the SAA, the D&BB Line would be directly "attached to trackage included within the Shared Assets," and as such, Conrail would have the authority and obligation under *Section 3 d* (§6) to provide switching services for the BRI Facility. Had Conrail not unauthorizedly removed the D&BB diamonds and tracks connecting the Manville Yard with the D&BB Line, Conrail could have provided switching services for the BRI Facility without utilizing NSR's Lehigh Valley tracks. Since the D&BB diamonds and connecting tracks have been removed, and since the only way to presently get from the Manville Yard to the BRI Facility is via NSR's Royce Running Track, **Conrail has the right**, per the grant of trackage rights in *Section 3 (c) (ii)* [§6], to operate its trains over those NS line segments, such as the Royce Running Track, "access to and use of which by CRC are necessary to effectuate the services contemplated by this Agreement."

37. For the foregoing reasons, Riffin would argue the Board should find that Conrail has the authority, and obligation, to provide switching service to the BRI Facility.

**Unauthorized Sale of the D&BB Line**  
**North of the Lehigh Line, between D&BB MP 57.25 and MP 58.5**

38. 49 U.S.C. §10901 states a person other than a rail carrier may acquire a railroad line only if the Board issues a certificate authorizing such activity. 49 U.S.C. §10903 states a rail carrier who intends to abandon any part of its railroad lines, or intends to discontinue the operation of all rail transportation over any part of its railroad lines, must file an application relating thereto with the Board. An abandonment or discontinuance may be carried out only if authorized by the Board. The Board, and its Commission predecessor, has clearly stated: “It is well established that when a noncarrier, including a State, acquires a railroad, it must seek our approval under section 10901. See *United States v. California*, 297 U.S. 175 (1936); *Iowa Term. R. Co. Acquisition and Operation*, 312 I.C.C. 546, 549 (1961)”. *Common Carrier Status of States, State Agencies*, 363 I.C.C. 132, 133 (decided July 23, 1980), *aff’d Simmons v. I.C.C.*, 697 F.2d 326 (D.C. Cir. 1982).<sup>1</sup>

39. In *New York Dock Railway – Control – Brooklyn Eastern District Terminal*, Fin Doc.

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<sup>1</sup> See also: *Orange County Transp. - Exempt. - Atchison, T. & SF. Ry. Co.*, 10 I.C.C. 2d 78, 83-87; *Wisconsin DOT – Petition for Declaratory Order*, FD 34764, December 2, 2005 and February 2, 2006 Decisions, and *Southern Pacific Transportation Company – Abandonment Exemption – Los Angeles County, Ca*, decided May 6, 1992, Docket No. AB-12 (Sub-No. 139X), 8 I.C.C.2d 495, (“Southern Pacific”), *Petition to Reconsider*, denied 9 I.C.C.2d 385 (1993); wherein the Interstate Commerce Commission (“ICC”) held:

A. Non-carriers require Commission approval under §10901 to acquire an active rail line. (pp. 501-502.)

B. If a non-carrier acquires an active rail line, that non-carrier assumes “a common carrier obligation, even though it did not intend to operate the line itself, because by acquiring full ownership of the line it necessarily assumed responsibility for contracting with, and ensuring continued service by, a rail operator.” P. 503. See *City of Austin, TX*, Finance Docket No. 30861(A), served November 4, 1986. [“In *City of Austin*, we found that a city’s acquisition of an active railroad line necessarily makes it a common carrier, even though the City of Austin did not intend to operate the line.” P. 504. “In sum, in *City of Austin* and other cases, this agency has made it clear that any party that acquires an active line of railroad acquires the common carrier obligation to provide service over it, even if the purchaser disavows that duty and another party, by agreement with the purchaser, obligates itself to provide service by operating trains on the line.” P. 505.

C. In footnote 6 of the *Southern Pacific* case, the Commission stated: “In *State of Maine* [Finance Docket No. 31847, served May 24, 1991], we cautioned that similar transactions should be submitted to the Commission in advance, together with a copy of the agreement between the railroad and the entity acquiring its right-of-way, for a jurisdictional determination.”

D. The sale of an active line could not become legally effective until after the Commission had granted approval of the sale. Page 496.

No. 28250, 360 I.C.C. 60 (Decided February 9, 1979), the Commission promulgated labor protective conditions to be imposed in railroad transactions. Section 4, *Notice and agreement or decision*, (a) and (b) states:

“(a) Each railroad contemplating a transaction which is subject to these conditions and may cause the dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be affected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner:”

“(b) **No change in operations, services, facilities, or equipment shall occur until after an agreement is reached** or the decision of a referee has been rendered.” (Emphasis added.)

40. In *New York Dock Railway – Control – Brooklyn Eastern District Terminal*, Fin. Doc. No. 28250, 354 I.C.C. 399, at 411 (Decided April 11, 1978) the Commission quoted as follows from *Southern Ry. Co. – Control – Central of Georgia Ry. Co.*, 331 I.C.C. 151, 163-169 (1967):

“the Commission explained that the employee rights to notice and negotiation were **indispensable prerequisites to approval of the transaction.**” (Emphasis added.)

## CONTRACT LAW

41. Conrail neither sought, nor obtained, prior approval from the Commission for the abandonment of the D&BB Line, discontinuance of all rail service on the D&BB Line, or the 1995 sale of the D&BB Line of railroad to Joseph Horner. Conrail’s unauthorized abandonment and discontinuance of all rail service over the D&BB Line violated 49 U.S.C. §10903. The 1995 acquisition of the D&BB Line of railroad by Joseph Horner, a non-carrier, violated 49 USC § 10901.

42. 49 U.S.C. §11901 (d) [1994 edition] states:

(d) a person knowingly authorizing, consenting to, or permitting a violation of sections 10901-10907 of this title or of a condition of a certificate or a regulation under any of those sections, is liable to the United States Government for a civil penalty of not more than \$5,000.

43. The validity of a contract is determined as of the date the contract is made. *National Dairymen Ass'n v. Dean Milk Co.*, 183 F.2d 249, *cert. denied* 340 U.S. 876, 71 S.Ct. 122, 95 L.Ed. 637 (1950). It has long been held that a contract forbidden by an act of Congress or against its policy would be void. *Walworth v. Kneeland*, 56 U.S. 348, 15 How. 348, 14 L.Ed. 724 (1853). A contract which is contrary to public policy and violative of state or federal laws is void. *Broxham v. Borden's Farm Products Co. of Illinois*, 53 F.2d 946 (C.C.A. Ill. 1931). All contracts which provide for doing a thing which is contrary to law, morality, and public policy are void. *Lingle v. Snyder*, 160 F.627, 87 C.C.A. 529 (Who. 1908). A contract in violation of provisions of a statute prohibiting certain acts is void, whether the prohibition is expressed or implied. *Harris v. Runnels*, 53 U.S. 79, 12 How. 79, 13 L.Ed.901. A contract which is expressly within the prohibition of a statute, is void, although the statute does not declare, in so many words, that all such contracts shall be void. *The Pioneer*, Fed. Cas. No. 11, - 177, Deady 72 (D.C. Or. 1864). A contract which is contrary to the requirements of a statute is void, whether expressly made so by the statute or not. *Lakos v. Saliaris*, 116 F.2d 440 (C.C.A. Md. 1941). A contract which cannot be performed without violation of a statute, is void. *National Transformer Corp. v. France Mfg. Co.*, 215 F.2d 343 (C.A. Ohio 1954). Mere words and ingenuity of contractual expression, whatever their effect between the parties, cannot make permissible a course of conduct which is forbidden by law. *U.S. v. City and County of San Francisco*, 60 S.Ct. 749, 310 U.S. 16, 84 L.Ed.1050 (1940), rehearing denied 60 S.Ct. 1071, 310 U.S. 657, 84 L.Ed. 1420. Any contract is illegal if either the formation or performance is prohibited by statute or the Constitution. *Wolk v. Benefit Ass'n of Ry. Emp.*, 172 F.Supp. 62 (D.C. Pa. 1959). Every contract made for or about any matter or thing which is prohibited and made unlawful by any statute is a void contract, though the statute itself does not mention that the contract shall be void, but only inflicts a penalty on the offender. *Hutterian Brethren of Wolf Creek as a Church of Sterling, Alberta, Canada v. Haas*, 116 F.Supp. 606 (D.C. Mont. 1953).

44. The Board does not have the authority to exempt any of the labor protective procedures

or agreements. See *K & E Railway Co. – Abandonment Exemption – In Alfalfa, Garfield and Grant counties, OK, and Barber County, KS*, AB 480-0-X, (Decided December 31, 1996), at page 3; *Norfolk and Western Ry. Co. – Abandonment Exemption – In Cincinnati, Hamilton County, OH*, Docket No. AB 290-184 X (Decided May 13, 1998), at page 9.

45. Prior to: discontinuance of service over the D&BB Line; removal of D&BB Line track structure; abandonment of the D&BB Line; and sale of the D&BB Line to a non-carrier, Conrail:

(A) **Failed** to enter into any protective labor agreements with any employees adversely affected by the unauthorized abandonment, discontinuance of service, removal of track structure and sale of the D&BB Line to Mr. Horner; and

(B) **Failed** to seek or obtain Commission authority to discontinue service on the D&BB Line of railroad, to abandon the D&BB Line, and to remove the track structure associated with the D&BB Line, all in contravention of 49 U.S.C. §10903; and

(C) **Failed** to seek or obtain Commission authority prior to selling a line of railroad to an individual who was a non-carrier, in contravention of 49 U.S.C. §10901.

**ISSUE II: What is the appropriate remedy when a railroad abandons a line of railroad, removes the track structure associated with that line of railroad, then sells the line to an individual who is a non-carrier, all without Commission or Board authority?**

46. There appears to be three potential remedies available to the Board to resolve the issue of the unapproved discontinuance of service, unapproved abandonment, unapproved removal of track structure, and unapproved sale of a line of railroad to a non-carrier:

A. The Board could order the unapproved sale of the D&BB Line to Mr. Horner be set aside; and could further order Conrail to reinstall the track structure it unauthorizedly removed. Doing this would set a precedent which makes it clear that rail carriers must follow the Board's procedures, or suffer the consequences.

B. The Board could exempt the unapproved discontinuance of service, and exempt the

unapproved abandonment. Retroactively exempting the abandonment of the D&BB Line would create a precedent that says railroads may disregard the Board's procedures with impunity and with little or no adverse consequences, and would create the following additional complications:

i. To permit the unapproved sale of the D&BB Line to Mr. Horner, would require the Board to retroactively exempt the abandonment from the Offer of Financial Assistance ("OFA") procedures. Granting an exemption from 49 U.S.C. 10904 is an "unusual relief," rarely granted. From 1980 through 1996, the ICC granted an exemption from offers of financial assistance only 5 times. The Board has granted this exemption only once (in 2000). "In the past, the Commission has granted this unusual relief when the right-of-way is needed for a valid public purpose and there is no overriding public need for continued rail service." *Southern Pacific Transportation Company – Discontinuance of Service Exemption – In Los Angeles County, CA*, Docket No. AB-12 (Sub-No. 172X), decided December 1, 1994, ("SP 172X") at page 3. In the very few cases where exemption from offers of financial assistance have been granted, the Board and the ICC have enumerated criteria which justify granting this exemption. See the footnote below.<sup>2</sup>

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<sup>2</sup> A. In *Iowa Northern Railway Co. – Abandonment - In Blackhawk County, IA*, Docket No. AB-284 (Sub-No. 1X), decided March 28, 1988, the line to be abandoned was to be used as the corridor for a new U.S. highway 218. The line had two active shippers. One shipper elected to sell its property to the State of Iowa, then relocate its business. The other shipper had adjacent parallel alternate rail service available. (Its facility was served by two rail lines.) Using the line proposed for abandonment for rail service, would have precluded construction of the highway. No one opposed the abandonment or OFA exemption requests, nor did anyone file a Notice of Intent to File An Offer of Financial Assistance.

B. In *Chicago and North Western Transportation Company – Abandonment Exemption – In Blackhawk County, IA*, Docket No. AB-1 (Sub-No. 1X), decided July 7, 1989, the railroad asked for abandonment approval so that the right-of-way could be used for another portion of the proposed U.S. highway 218, see *Iowa Northern, supra*. The railroad arranged to provide rail service to the only shipper on the line via other tracks adjacent to the shipper's facility. The shipper also planned to sell its facility to the State of Iowa, then relocate its business. Using the line proposed for abandonment for rail service, would have precluded construction of the highway. No one opposed the abandonment or OFA exemption requests, nor did anyone file a Notice of Intent to File An Offer of Financial Assistance.

C. In *Missouri Pacific Railroad Company – Abandonment – In Harris County, TX*, Docket No. AB-3 (Sub-No. 105X), decided December 16, 1992, the line to be abandoned was to be used as the corridor for an expanded Interstate Highway 10, and as the corridor for future mass transit. The line had a number of shippers. The active shippers either elected to relocate or to use alternate existing rail service. Using the line proposed for abandonment for rail service, would have precluded expansion of I-10. No one opposed the abandonment or OFA exemption requests, nor did anyone file a Notice of Intent to File An Offer of Financial Assistance.

D. In the *SP 172X* case, the only shipper on the line had stopped using the line prior to SP filing its Discontinuance of Service exemption. (The shipper, a bakery, had converted its facility. Previously it had received

ii. A second complication involves a Deed of Easement (“Easement”) between Conrail and New Jersey Transit Corporation (“NJT”), dated December 31, 1982, and recorded in the Land Records of Somerset and Mercer Counties, New Jersey, at Liber 2216, folio 212 *et. al.* and Liber 1481, folio 706 *et. al.*, respectively. (A portion of this Easement is attached hereto.) In this Easement, Conrail granted to NJT “perpetual, irrevocable, non-exclusive easements over **Grantor’s rail lines ...**.” (Emphasis added.) Specifically,

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shipments of grain, which it milled. Several years before the petition was filed, the bakery stopped milling grain into flour. It bought flour, rather than grain. The flour was delivered via truck.) The Los Angeles County Mass Transit Administration (“LACMTA”) previously had purchased, without ICC approval, the right-of-way (see *Southern Pacific, supra*). After finding, in the *Southern Pacific* case, *supra*, that LACMTA was the common carrier, not Southern Pacific, SP filed this Discontinuance of Service exemption. The right-of-way was to be used for mass transit purposes. Using the line proposed for abandonment for rail service, would have precluded using the corridor for mass transit purposes. No one opposed the discontinuance of service or OFA exemption requests, nor did anyone file a Notice of Intent to File An Offer of Financial Assistance.

E. In *Missouri Pacific Railroad Company – Abandonment – In Harris County, TX*, Docket No. AB-3 (Sub-No. 139X), decided December 23, 1996, the railroad wanted to abandon a 0.52 mile segment. There was one shipper on the line, who had two means of rail access. After abandonment, the line was to be sold to the shipper. The shipper would still have rail access via the other line adjacent to its property. The shipper desired to erect a structure on the right-of-way, thereby expanding its existing structure adjacent to the line. The shipper needed to start building its new structure as soon as possible, since its lease of another structure was due to expire. Using the line proposed for abandonment for rail service, would have precluded the shipper from building its warehouse on the corridor. No one opposed the discontinuance of service or OFA exemption requests, nor did anyone file a Notice of Intent to File An Offer of Financial Assistance.

F. In *The Cincinnati, New Orleans & Texas Pacific Railway Co. – Abandonment Exemption – in Cumberland and Roane Counties, TN*, STB Docket No. AB-290 (Sub-No. 208X), decided November 13, 2000, (“*Cincinnati, New Orleans*”) the railroad wanted to abandon a 15.4 mile segment of a dead-end branch line that served only one shipper. After abandonment, the shipper intended to purchase the line, then operate the line as a private line. Delaying abandonment while the OFA time period ran its course, would have delayed transfer of ownership of the line to the shipper, which in turn would have delayed the beginning of necessary maintenance and rehabilitation of the line by the shipper. No one opposed the abandonment or OFA exemption requests, nor did anyone file a Notice of Intent to File An Offer of Financial Assistance.

The following common criteria existed in the six cases where exemption from the OFA regulations was granted:

- A. After abandonment, the shippers still had access to rail service via an adjacent line.
- B. No one opposed the abandonment or OFA exemption requests.
- C. No one filed a Notice of Intent to File An Offer of Financial Assistance.
- D. Delaying approval of the abandonment petition, while the statutory period for filing an OFA lapsed, would have delayed an important public or private undertaking.
- E. Continuing to use the line proposed for abandonment, for freight rail service, would have precluded using the line for an important public or private undertaking.

In the instant case, none of the criteria enumerated in the six cases that granted exemption from the OFA regulations, exists.

“An easement over all that line of railroad known as the former Reading Railroad New York Branch, identified as Line Code 0326 in the records of the United States Railway Association, situate in the Counties of Mercer and Somerset, more specifically described as follows:

Beginning at the southerly terminus of the station property at West Trenton, at or near Milepost 32.0, in the municipality of Ewing, thence extending generally northerly through the municipalities of Pennington and Hopewell, thence into Somerset County, through the Municipalities of Montgomery, Hillsborough, Manville, Bridgewater and Bound Brook to the point of connection at or near Milepost 58.4 with the State of New Jersey Raritan Valley Line.” [This line of railroad was formerly known as the D&BB. MP 58.4 is at the northern most point of the D&BB Line, where the D&BB line connected with the CRNJ line.]

47. Retroactively granting Conrail authority to abandon the D&BB Line, and retroactively permitting Mr. Horner to take title to the D&BB Line segment between D&BB MP 57.25 and 58.5, may inadvertently also extinguish NJT’s easement over that line segment, thereby making it impossible for NJT to connect its Raritan Valley Commuter Line with the D&BB Line [aka the Trenton Line or Reading New York Branch] at the Manville Yard (D&BB MP 57.25). [The easement says “over **Grantor’s rail lines**,” and “over that **line of railroad**.” If the Board retroactively exempts the abandonment of the D&BB Line, and retroactively approves the D&BB Line for abandonment, then on the effective date of the Board’s decision, and whatever effective date of the retroactive abandonment, the D&BB Line would no longer be a “line of railroad.” Without an underlying “line of railroad,” the easement would fail. (The D&BB Line would become a “private spur.” The NJT easement said it was over “Grantor’s rail lines,” not over a “private spur.”]

48. A third potential remedy would be to set aside the unapproved sale of the D&BB Line to Mr. Horner,<sup>3</sup> then, on the Board’s own motion, issue a Notice of Exemption to abandon the

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<sup>3</sup> Setting aside the unapproved sale of the D&BB Line to Mr. Horner seems to be the only option available to the Board. Approving the sale would set an undesirable precedent implying the Board’s procedures could be ignored with impunity. In addition, since the legality of a contract is to be judged on the date of its execution, and since selling the D&BB Line to Mr. Horner without prior Commission approval was contrary to 49 U.S.C. §10901, no amount of exemption can alter the fact that on the date Conrail sold the D&BB Line to Mr. Horner, doing so without prior Commission approval, was illegal. And illegal contracts are void *ab initio*. In *Redmond-Issaquah R.R. Preserv. v. Surface Transp.*, 223 F.3d 1057 (9<sup>th</sup> Cir. 2000), the court upheld the Board’s revocation of an acquisition exemption and order compelling reconveyance of the Redmond-Issaquah line back to the BNSF. In that case, the Board found that the purchaser of the line had misused the Board’s procedures. Riffin would argue totally ignoring

D&BB Line between D&BB MP 57.25 and 58.5, then make the Exemption subject to the Board's OFA procedures and the Board's standard Labor Protective Agreement procedures. Interested parties then could file an OFA to purchase the D&BB Line. Once the OFA process was consummated, a new carrier would have the obligation to provide common carrier service over the D&BB Line. This remedy would ensure the D&BB Line remained a line of railroad, thereby maintaining rail service along this Line. The Board could stipulate that the purchase document must acknowledge NJT's Easement, must reiterate its validity, and must stipulate the purchase of the D&BB Line would be subject to the NJT Easement. The issue of reinstalling the track structure Conrail unauthorizedly removed, would also have to be addressed. Compelling Conrail to reinstall the track structure would set a precedent which would establish that if a railroad fails to seek Board authority prior to removing track structure, the railroad will be compelled to reinstall the track structure. This precedent would help to protect the integrity of the Board's procedures, for it would deliver a clear message that non-compliance with the Board's procedures, will not be tolerated, and a transgressor will be required to right their wrong.

## INTERROGATORIES

49. The Respondents have failed to answer a number of Petitioner's Interrogatories, arguing that the matter covered by the Interrogatories is irrelevant. For the reasons specified below, Riffin would argue the Interrogatories Respondents failed to answer are highly relevant.

50. **Interrogatory 3** requested information regarding the disposition of the Reading Connector (D&BB Line). As discussed *supra*, Conrail admitted it did not seek, nor did it obtain, Commission authority: to discontinue service over the D&BB Line; to abandon the Line; to

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the Board's abandonment / discontinuance of service / acquisition-of-rail-property procedures. is even more egregious than misusing the Board's procedures. Consequently, it would be appropriate, and in line with the Board's prior precedents, to set aside the unauthorized sale of the D&BB Line of railroad to Mr. Horner. In *New York Cross Harbor R.R. v. Surface Transp. BD.*, 374 F.3d 1177 (D.C. Cir. 2004), at 1181, the court stated:

"An agency acts arbitrarily and capriciously if it "reverse[s] its position in the face of a precedent it has not persuasively distinguished," citing *Louisiana Pub. Serv. Comm'n v. FERC*, 184 F.3d 892, 897 (D.C. Cir. 1999). At 1187, the court stated: "Finally, the STB neglected to mention its "statutory duty to preserve and promote continued rail service, [citations omitted] and, specifically in the context of the "abandonments or discontinuance of rail service," that one of its "function[s] ... is to provide the public with a degree of protection against the unnecessary discontinuance, cessation, interruption, or obstruction of available rail service."

remove the track structure from the Line; or to sell the Line to a non-carrier. NS has admitted Conrail has a continuing obligation to provide service on this Line. And if Conrail has a continuing obligation to provide service on this Line, then Conrail also has the obligation and authority to provide switching services to the BRI Facility.

51. **Interrogatory 4** asked whether the original diamonds at the intersection of the Lehigh and D&BB lines was east or west of Lehigh MP 35.92 (within or without the SAA). Exhibit B of the deed attached hereto, from Conrail to PRR Lines, dated June 1, 1999, clearly specifies NS' exclusive rights begin at the intersection of the westerly sideline of the D&BB right-of-way with the Lehigh Line right-of-way, or at MP 35.92, which obviously is west of where the D&BB / Lehigh diamonds were located. While NS has provided a document which answers the question, Riffin would argue the Respondents should be compelled to acknowledge that where the D&BB / Lehigh diamonds were located, was within the SAA.

52. **Interrogatory 6** asked the Respondents to identify any line segments located within the NJHSAA that are not **owned** by Conrail. The Respondents identified a number of such line segments, but not all of them. Specifically, the Respondents failed to identify the CRNJ line segment between Bound Brook and the intersection of the Middle Brook Branch with the CRNJ line, at CRNJ MP 32.4, as being within the SAA, but no longer owned by Conrail. (Conrail has exclusive freight operating rights over this line segment.) Conrail's June 1, 1999 deed to PRR Lines referred to in ¶15, clearly indicates the only rights Conrail conveyed to PRR Lines were west of the intersection of the Middle Brook Branch with the CRNJ main line. Consequently, Conrail retained its exclusive freight operating rights over that portion of the CRNJ Raritan Valley Line which is east of the intersection of the Middle Brook Branch with the CRNJ main line. Riffin would argue the Respondents should be compelled to acknowledge this fact, and should further be compelled to provide the Board, Riffin and the Petitioner with copies of the deeds whereby Conrail acquired the CRNJ Raritan Valley Line, then later conveyed its interests in this line to New Jersey Transit, retaining exclusive freight operating rights over the line.

53. **Interrogatory 7 & 8** specifically asked the Respondents to identify the point on the CRNJ line where Conrail's property interests stopped, and where NS had exclusive freight operating rights. While the deed referred to in ¶15 above provided Petitioner with this information, Riffin would argue the Respondents should be compelled to acknowledge that NS' exclusive freight operating rights commence at CRNJ MP 32.4. This information is highly

relevant, since it will determine whether the BRI Facility is within the SAA.

WHEREFORE, for the reasons discussed *supra*, Riffin would request the Board issue an Order:

- A. Compelling Respondents to answer Petitioner's Interrogatories 3, 4, 6, 7, and 8; and
- B. Compelling Respondents to provide the Board, Riffin and the Petitioner with copies of the deed(s) / document(s) whereby Conrail acquired the CRNJ Raritan Valley Line, and the documents whereby Conrail later conveyed its interests in this line to New Jersey Transit, retaining exclusive freight operating rights over this line; and
- C. Rule the BRI Facility is **within** the NJSAA; and
- D. Rule the D&BB Line between D&BB MP 57.25 and 58.5 is **within** the NJSAA and further rule that the D&BB Line between D&BB MP 57.25 and 58.5 is "attached to trackage included within the Shared Assets;" and
- E. Rule that Conrail has the right, per the provisions of *Section 3* of the TA, to utilize that portion of NS's Lehigh Valley line west of MP 35.92 which is necessary to access the Royce Spur, which is attached to the D&BB Line which services the BRI Facility; and
- F. Rule that Conrail has the right, per the provisions of *Section 3* of the TA, to utilize that portion of NS's Lehigh Valley line west of MP 35.92 which is necessary to access the Lehigh Valley Approach Signal located at Lehigh Line MP 38.4, and further rule that the portion of NS's Lehigh Valley line between MP 35.92 and MP 38.4, is a part of the NJSAA; and
- G. Rule that the abandonment by Conrail of the D&BB Line between D&BB MP 57.25 and MP 58.5 was unauthorized; and
- H. Rule that Conrail's removal of the D&BB main line track structure between D&BB MP 57.25 and 58.5, specifically, Conrail's removal of the two diamonds, which carried the two D&BB main lines over the Lehigh Valley Line, plus the track structure and signal apparatus associated with those two diamonds; and Conrail's removal of the two switches, plus the track structure and signal apparatus associated with those two switches, was unauthorized; and

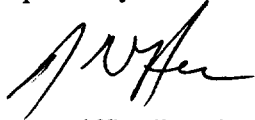
I. Set aside the unauthorized August 24, 1995 conveyance by Conrail to Joseph Horner of the D&BB Line between D&BB MP 57.25 and MP 58; and

J. Order Conrail to reinstall the two diamonds and associated track structure and signal apparatus it unauthorizedly removed at the intersection of the D&BB and Lehigh Valley lines; and

K. Order Conrail to reinstall the two switches and associated track structure and signal apparatus it unauthorizedly removed at the intersection of the D&BB and CRNJ lines; and

L. For such other and further relief as may be just, necessary or appropriate.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Riffin', is written over the typed name.

James Riffin dba The Raritan Valley Connecting Railroad

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 1<sup>ST</sup> day of December, 2006, a copy of the foregoing Comments of James Riffin dba The Raritan Valley Connecting Railroad, was mailed, postage prepaid, to each of the parties listed below.



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Before The  
Surface Transportation Board

Finance Docket No. 34963

Exhibits  
FD 33388-100

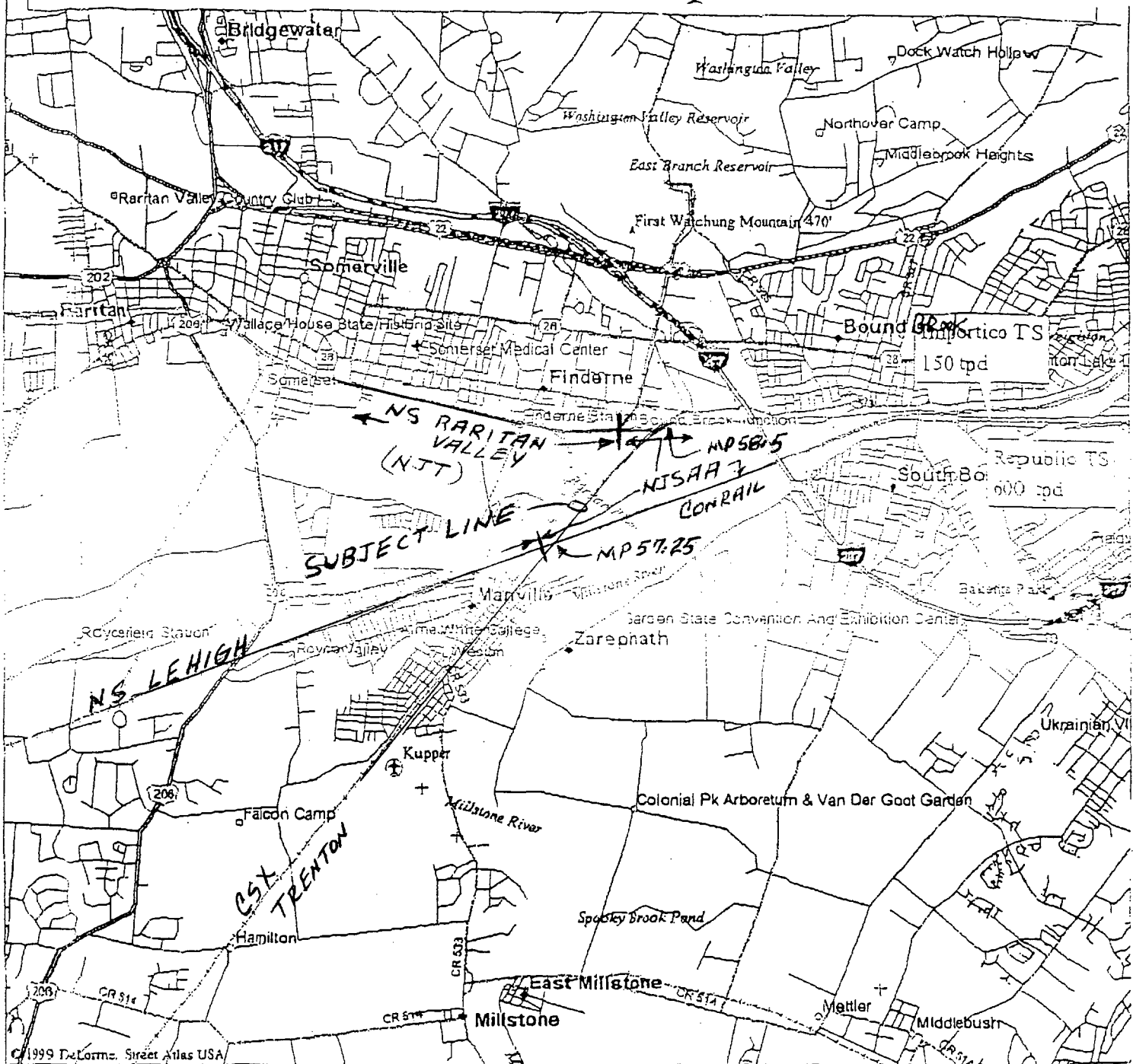


JAMES RIFFIN, DBA THE RARITAN VALLEY CONNECTING RAILROAD  
- ACQUISITION AND OPERATION EXEMPTION - ON RARITAN VALLEY  
CONNECTING TRACK (Line Code 0326, Sub. No. 1038), BETWEEN THE  
NORTHERLY SIDELINE OF THE LEHIGH VALLEY LINE (AT FORMER  
DELAWARE & BOUND BROOK MP 57.25), MANVILLE BOROUGH, AND THE  
INTERSECTION OF THE LINE WITH THE SOUTHERLY SIDELINE OF THE  
FORMER RARITAN VALLEY LINE, NOW NEW JERSEY TRANSIT'S RIARTIAN  
VALLEY COMMUNTER LINE, IN BRIDGEMWATER TOWNSHIP (AT FORMER  
DELAWARE & BOUND BROOK MP 58.50), ALL IN SOMERSET COUNTY, NEW  
JERSEY, A DISTANCE OF APPROXIMAGELY 1.25 MILES.

**VERIFIED STATEMENT OF ROBERT D'ZURO**

1. My name is Robert D'Zuro. I am a paralegal employed in the law department of Consolidated Rail Corporation ("Conrail"). I am giving this statement in support of a motion to stay the subject proceeding being filed this date by Norfolk Southern Corporation.
2. I have been employed as a paralegal by Conrail since February 28, 1995. During most of my employment with Conrail, I have been the principal paralegal assigned to assist with abandonment proceedings filed by Conrail with the Surface Transportation Board (and previously the Interstate Commerce Commission). As part of that responsibility, I maintain and update as necessary the legal files for all of the abandonments that have been filed (or considered for filing) by Conrail since its creation in 1976.
3. In connection with the subject Notice of Exemption, I have reviewed the abandonment files with respect to The Raritan Valley Connecting Track (the "Line"). A Notice of Insufficient Revenue was filed by Conrail with respect to the Line on or about October 31, 1985. I also located in the file a memo from Charles Mechem, Esq., a former attorney in Conrail's Law Department, dated April 17, 1986, which identified the Line as one of several for which Mr. Mechem had "not drafted or filed applications (for abandonment) for one or more of several reasons, including - (a) low priority... (b) lack of exhibits, and/or (c) lack of senior management approval." There is no application or notice of abandonment or of discontinuance of service in the file; accordingly, it appears that Conrail never filed for abandonment or discontinuance of service with respect to the Line. There is an e-mail from a Conrail property manager, dated December 2, 1988, confirming that a notice of abandonment or discontinuance of service for the Line was never filed.

# Vicinity Map



Mag 13.00

Tue Jun 07 08:15 2005

Scale 1:62,500 (at center)

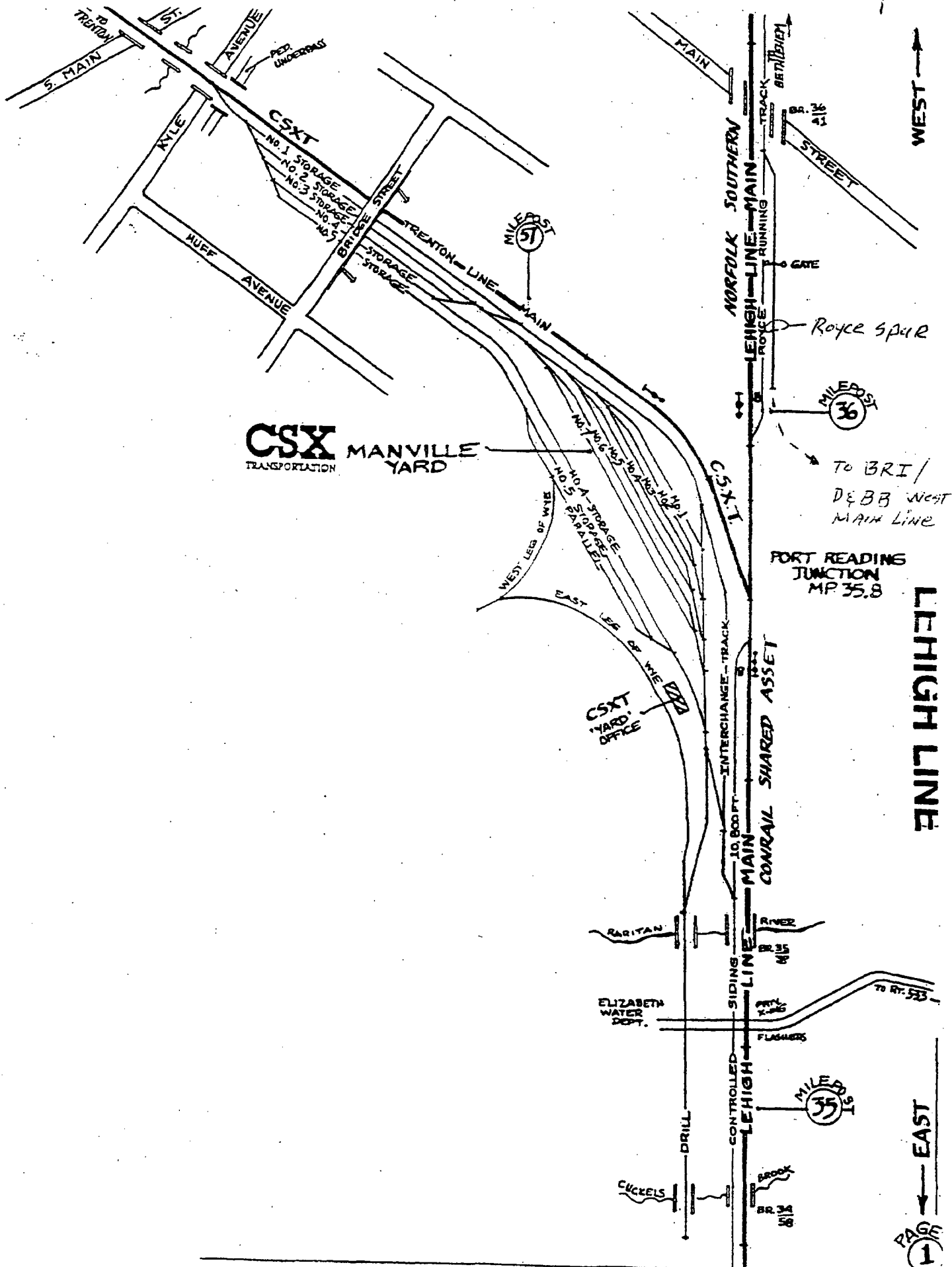
1 Miles

2 KM

- Local Road
- US Highway
- Interstate/Limited Access
- Major Connector
- State Route
- Exit
- Railroad
- Point of Interest

- County Seat
- ◆ Small Town
- ▲ Summit
- ▽ Geographic Feature
- ✚ Hospital
- ✚ Park/Reservation
- Locale
- ✚ Public Airport

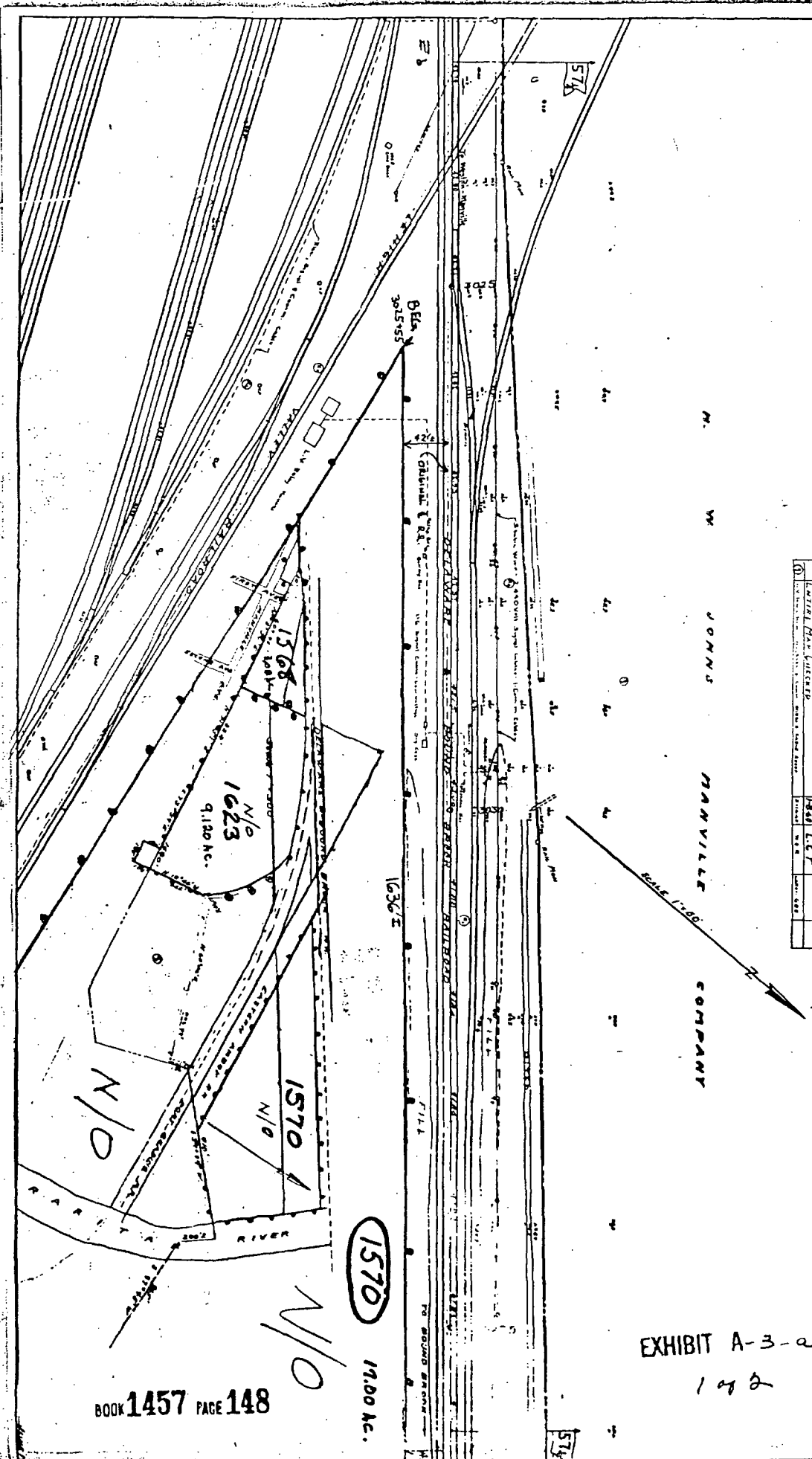
SEPT





# DELAWARE & BOUND BROOK RAILROAD

| No. | Revisions or Tolerances | Date of Revision | By       | Checked  |
|-----|-------------------------|------------------|----------|----------|
| 1   | Survey of Grounds       | 1-2-23           | J. W. M. | J. W. M. |
| 2   | Survey of Grounds       | 1-2-23           | J. W. M. | J. W. M. |
| 3   | Survey of Grounds       | 1-2-23           | J. W. M. | J. W. M. |
| 4   | Survey of Grounds       | 1-2-23           | J. W. M. | J. W. M. |
| 5   | Survey of Grounds       | 1-2-23           | J. W. M. | J. W. M. |
| 6   | Survey of Grounds       | 1-2-23           | J. W. M. | J. W. M. |
| 7   | Survey of Grounds       | 1-2-23           | J. W. M. | J. W. M. |
| 8   | Survey of Grounds       | 1-2-23           | J. W. M. | J. W. M. |
| 9   | Survey of Grounds       | 1-2-23           | J. W. M. | J. W. M. |
| 10  | Survey of Grounds       | 1-2-23           | J. W. M. | J. W. M. |



1570

U 346-214

BORO OF MANVILLE,  
SOMERSET CO., N.J.

EXHIBIT A-3-2  
192

1570 14.00 ac.

577/2

# DELAWARE AND BOUND BROOK RAILROAD.

JOHN - MANVILLE CORPORATION

N/O  
(1570) 17.06 AC.

DELAWARE & BOUND BROOK RAILROAD COMPANY

EASTERN REAL ESTATE COMPANY

N/O  
ONE  
MNS

| NO. | REVISION OR TRACKING | DATE       | BY       | REMARKS       |
|-----|----------------------|------------|----------|---------------|
| 1   | ORIGINAL             | 10-22-1932 | W. H. B. | BRIDGE NO. 81 |
| 2   | REVISION             | 10-22-1932 | W. H. B. | BRIDGE NO. 81 |
| 3   | REVISION             | 10-22-1932 | W. H. B. | BRIDGE NO. 81 |
| 4   | REVISION             | 10-22-1932 | W. H. B. | BRIDGE NO. 81 |
| 5   | REVISION             | 10-22-1932 | W. H. B. | BRIDGE NO. 81 |
| 6   | REVISION             | 10-22-1932 | W. H. B. | BRIDGE NO. 81 |
| 7   | REVISION             | 10-22-1932 | W. H. B. | BRIDGE NO. 81 |
| 8   | REVISION             | 10-22-1932 | W. H. B. | BRIDGE NO. 81 |
| 9   | REVISION             | 10-22-1932 | W. H. B. | BRIDGE NO. 81 |
| 10  | REVISION             | 10-22-1932 | W. H. B. | BRIDGE NO. 81 |

BRIDGE NO. 81  
SUBSTRUCTURE - FOUNDATION, ABUTMENTS AND PIERS, STONE MASSIVE,  
55316 UNDER CORNERS, 55316 BETWEEN BACKWALLS, 55316  
SUPERSTRUCTURE - THROUGH TRUSS 45' SPAN, OVERHEAD CLEARANCE 18'-7"  
BASE OF RAIL TO BED OF RIVER 22.2', TO WATER 18'-7"  
NOTE: 1. EASTERN TRUSS SPANS REPLACED WITH  
8-DR. SPANS - SUPPORTED BY CONCRETE PIERS - OCT. 22, 1932

CALCO Chemical Co. Inc.  
AMERICAN CAN COMPANY

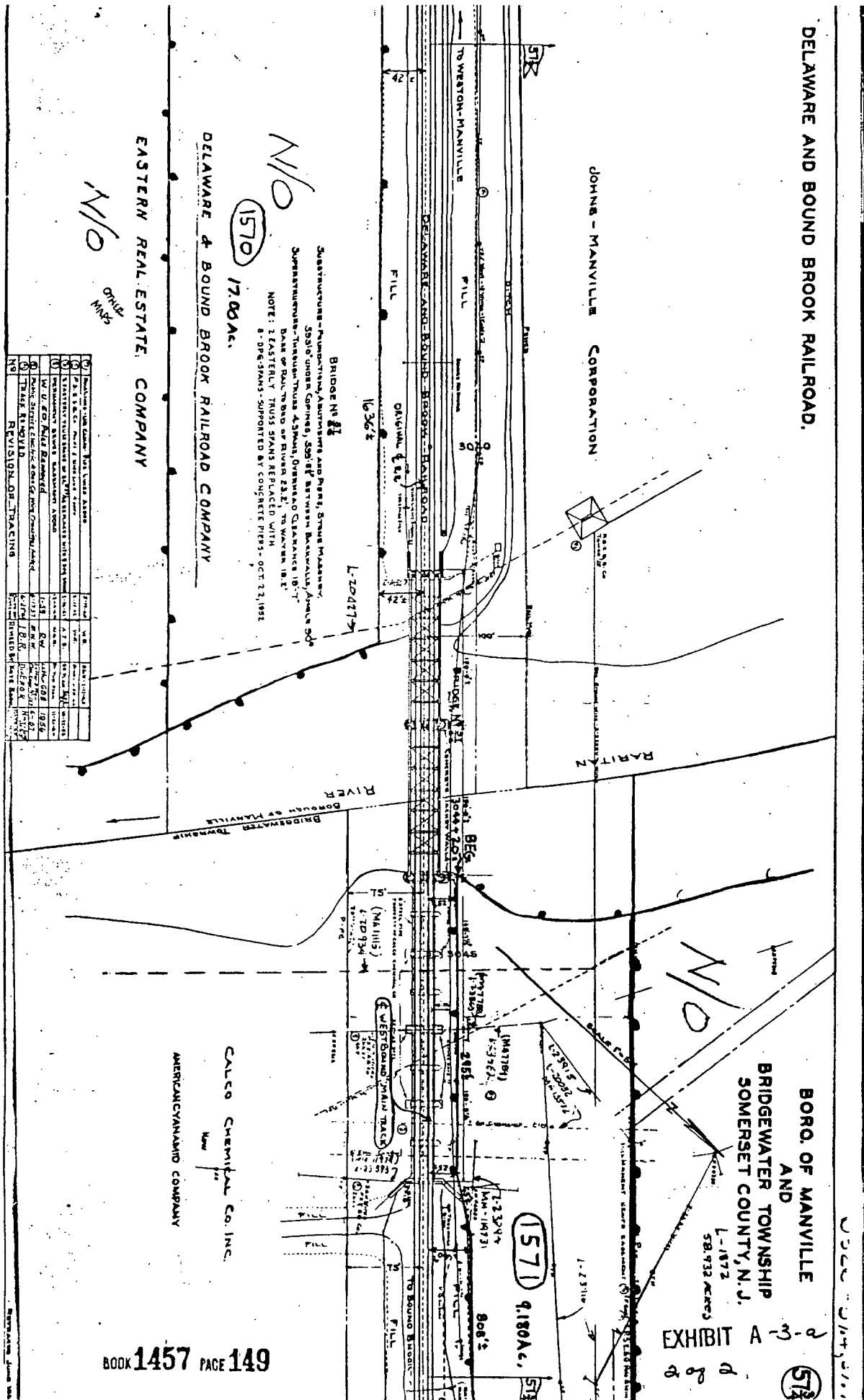
BOOK 1457 PAGE 149

BORO. OF MANVILLE  
AND  
BRIDGEWATER TOWNSHIP  
SOMERSET COUNTY, N. J.

EXHIBIT A-3-2

L-1872  
58.932 ACRES

(1571) 9.180 AC.



DELAWARE AND BOUND BROOK R.R.

58.932 ACRES  
L-1372

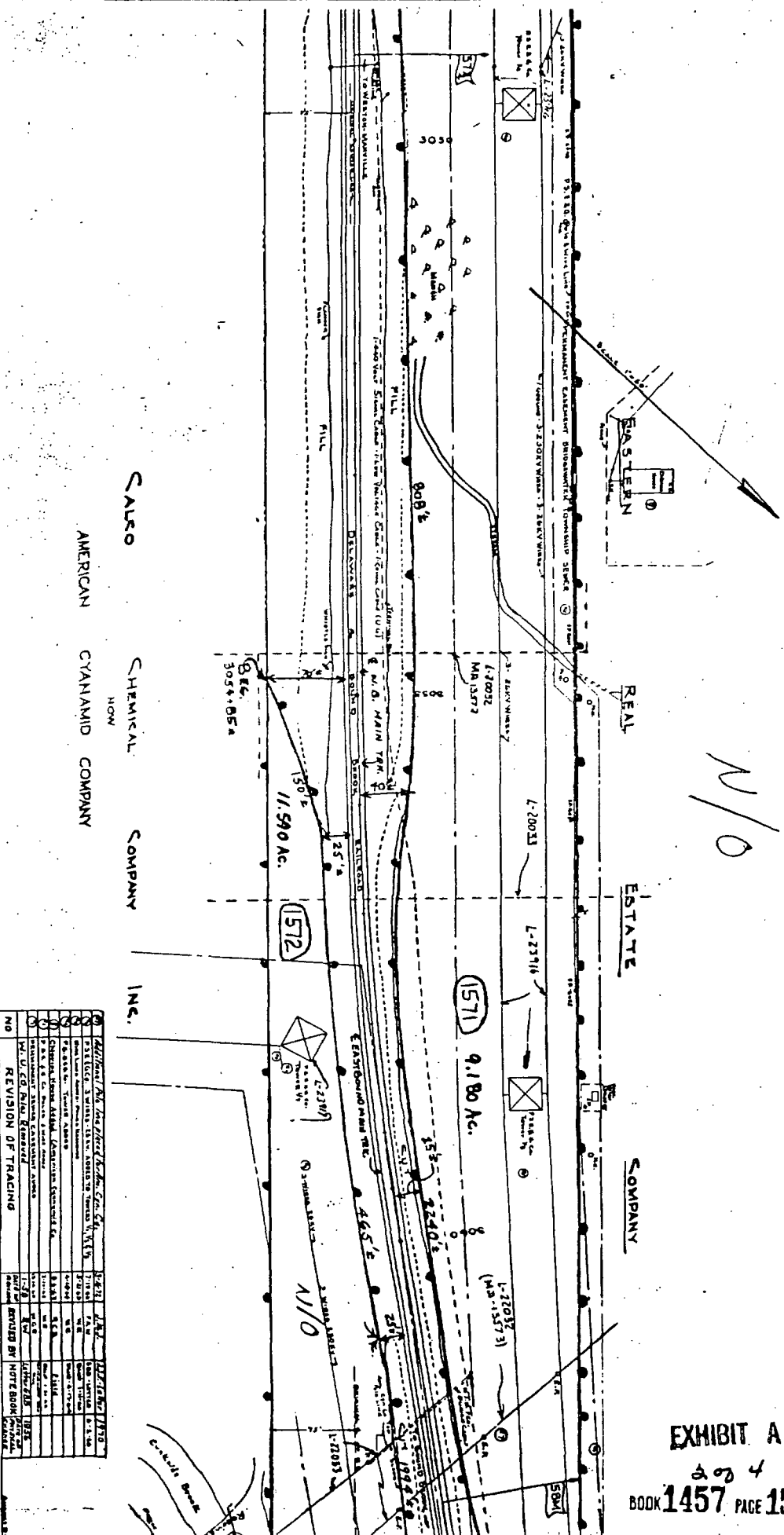
BRIDGEWATER TOWNSHIP,  
SOMERSET COUNTY, N.J.

0326-57.7, 57.9

EXHIBIT A-4-a

2004  
BOOK 1457 PAGE 153

(58)



| NO | REVISION OF TRACING | DATE   | BY     | REVIEWED BY | NOTE BOOK |
|----|---------------------|--------|--------|-------------|-----------|
| 1  | Initial             | 1/2/52 | J.H.L. | J.H.L.      | 12/2/52   |
| 2  | Check               | 1/2/52 | J.H.L. | J.H.L.      | 12/2/52   |
| 3  | Check               | 1/2/52 | J.H.L. | J.H.L.      | 12/2/52   |
| 4  | Check               | 1/2/52 | J.H.L. | J.H.L.      | 12/2/52   |
| 5  | Check               | 1/2/52 | J.H.L. | J.H.L.      | 12/2/52   |
| 6  | Check               | 1/2/52 | J.H.L. | J.H.L.      | 12/2/52   |
| 7  | Check               | 1/2/52 | J.H.L. | J.H.L.      | 12/2/52   |
| 8  | Check               | 1/2/52 | J.H.L. | J.H.L.      | 12/2/52   |
| 9  | Check               | 1/2/52 | J.H.L. | J.H.L.      | 12/2/52   |
| 10 | Check               | 1/2/52 | J.H.L. | J.H.L.      | 12/2/52   |

5814

DELAWARE AND BOUND BROOK R.R.

58932 ACRES  
L-1572

EASTERN

REAL N/O ESTATE

COMPANY

EXHIBIT A-42

324

BRIDGEWATER TOWNSHIP  
SOMERSET COUNTY, N.J.

0326-57.7,579

N/O (1572) 11,590 AC.

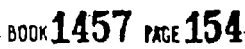
CALCO  
AMERICA  
CHEMICAL  
NOW  
CYANAMID  
COMPANY  
INC.

|   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|

0326-57.7, 57

58

4004



CHEMICAL COMPANY INC.

[illegible]

This instrument prepared by  
and please return to:

Linda V. Hill-Everett  
Senior Real Estate Counsel  
Norfolk Southern Corporation  
Suite 1702, One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, Georgia 30308-3603

*Linda V. Hill-Everett*  
Linda V. Hill-Everett

Name and Address of Taxpayer:  
Pennsylvania Lines LLC  
c/o Norfolk Southern Railway Company  
10 Franklin Road SE  
Roanoke, Virginia 24042-0028

COMMONWEALTH LAND TITLE INS.  
PO BOX 532  
CEDAR KNOLLS NJ 07927  
*m3756*

FILED

JUN 01 1999

DEFOREST B. SOARIES, JR.  
SECRETARY OF STATE

*June 1, 1999  
Can rail → PRR LLC*

QUITCLAIM DEED

THIS INDENTURE, made the 1st day of June, 1999,

BETWEEN: CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, having  
its principal office at 2001 Market Street, Philadelphia, Pennsylvania 19101-1419, referred to as the  
Grantor,

AND PENNSYLVANIA LINES LLC, a Delaware limited liability company, and wholly  
owned subsidiary, whose tax mailing address is c/o Norfolk Southern Railway Company, 110  
Franklin Road SE, Roanoke, Virginia 24042-0028, referred to as the Grantee.

WHEREAS, as a plan of corporate reorganization, Grantor has created Grantee as its wholly  
owned subsidiary; and

WHEREAS, as a part of that plan of reorganization, Grantor has agreed to a contribution  
to the capital assets of Grantee of certain real estate interests, including lines of railroad thereon, in  
several states within the United States;

**Transfer of Ownership.** The Grantor does hereby remise, release, and forever quitclaim  
unto the said Grantee the property described below. This transfer is made for no consideration. The  
said Grantor hereby quitclaims unto the said Grantee, its successors and assigns, the property  
identified below.

BK2258PG381

COUNTY OF SOMERSET

SOMERSET COUNTY CLERK \$541 66.00

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of \_\_\_\_\_, Block  
No. \_\_\_\_\_, Lot No.(s) \_\_\_\_\_, Account No. \_\_\_\_\_.

☒ [ X ] No property tax identification number is available on the date of this Deed. (Check box if applicable.)

**Property.** The property consists of all of Grantor's interests in the Real Estate situated in the County of Somerset, State of New Jersey, substantially as shown on Exhibit A and more particularly described in Exhibit B, attached hereto and made a part hereof (hereinafter "Property"). TOGETHER with, in "as is, where is" condition and without any express or implied warranty, as to condition or fitness for any purpose, all of Grantor's right, title, and interest in the road bed, tracks, depots, yards, storage and parking areas, culverts, bridges, tunnels, buildings, structures, communication and signal facilities, fixtures, and all other railroad appurtenances located upon or appurtenant to the Property, and all sidings and spur tracks contiguous to and connected to the Property, except as provided in the attached Exhibits; TOGETHER with all mineral rights, timber rights, rights to cross public roads, fiber optic rights, rights of repurchase or reversion, and air rights in any way appertaining to the Property; SUBJECT, however, to any conditions, restrictions, reservations, agreements, leases, encroachments, licenses or easements, whether or not of record; and, RESERVING, unto Grantor, its successors and assigns, but only to the extent and duration necessary to continue in effect those existing fiber optic agreements of Grantor impacting the property which have been reserved by Grantor under a separate agreement, a nonexclusive easement to install, construct, operate, maintain, repair, renew, and replace a fiber optic communication system over, through, and across the Property. Such easement providing for and including, but only to the extent required by the existing fiber optic agreements, among other things, the right to install, construct, operate, maintain, repair, renew and replace fiber optic cable, associated electronics, repeater shelters, terminal facilities, connection boxes and pull boxes, and related facilities; the right to install power supply facilities; the right to attach the fiber optic cable and related facilities to existing bridges and to install it in existing tunnels; and the right of ingress and egress for access purposes; all such rights to be exercised without any payment by Grantor for same. Such easement to be exercised in a manner which does not interfere with the rail operations of Grantee or the ability of Grantee to grant other such communication easements or licenses, except to the extent the effective exercise of this easement reasonably entails such interference, and upon exercise of such easement, Grantor, at Grantor's sole expense, will restore the Property to a condition adequate for continued rail operations by Grantee.

**Type of Deed.** This Deed is called a Quitclaim Deed. The Grantor makes no promise as to ownership or title, but simply transfers whatever interest the Grantor has to the Grantee.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

BK2258PG382

**EXHIBIT B**

*Conrail → NS*

**Somerset County, New Jersey  
Lehigh Valley Railroad Company  
Lehigh Valley Main Line**

All right, title and interest of Grantor in that line of railroad being the former Lehigh Valley Railroad Company, being known as the Lehigh Valley Main Line, comprised of land and right of way for main tracks, branch lines, sidings and other appurtenant railroad facilities lying and being in Somerset County, New Jersey, being further identified as USRA Line Code 0502A as described in deed from Robert C. Haldeman, as Trustee of the Property of Lehigh Valley Railroad Company to Consolidated Rail Corporation, as recorded with the Office of the County Clerk of Somerset County, New Jersey, in Book 1511, Page 363, and being more particularly described as follows:

Said portion of the Lehigh Valley Railroad, which runs between Port Reading Junction and the common line between Somerset and Hunterdon County, beginning at a point on the track centerline of said Railway, said point being at the northwesterly right of way of the former Delaware and Bound Brook Railroad near Manville at approximate Railway Valuation Station 2244+97, more or less, as shown on Exhibit B-1 and on Railway Valuation Map V-3/24; thence, continuing along the centerline of track with a right of way of varying width in a generally westwardly direction for a distance of 57,694 feet, more or less, to a point at the common line between Branchburg Township, Somerset County and Readington Township, Hunterdon County, New Jersey, said point being further identified as Railway Valuation Station 1668+03 as shown on Railway Valuation Map V-3/35. Said portion of railroad being substantially as shown on Railway Valuation Maps V-3/24 through V-3/35, inclusive, attached hereto and made a part hereof.

**The Central Railroad Company of New Jersey  
Middle Brook Branch**

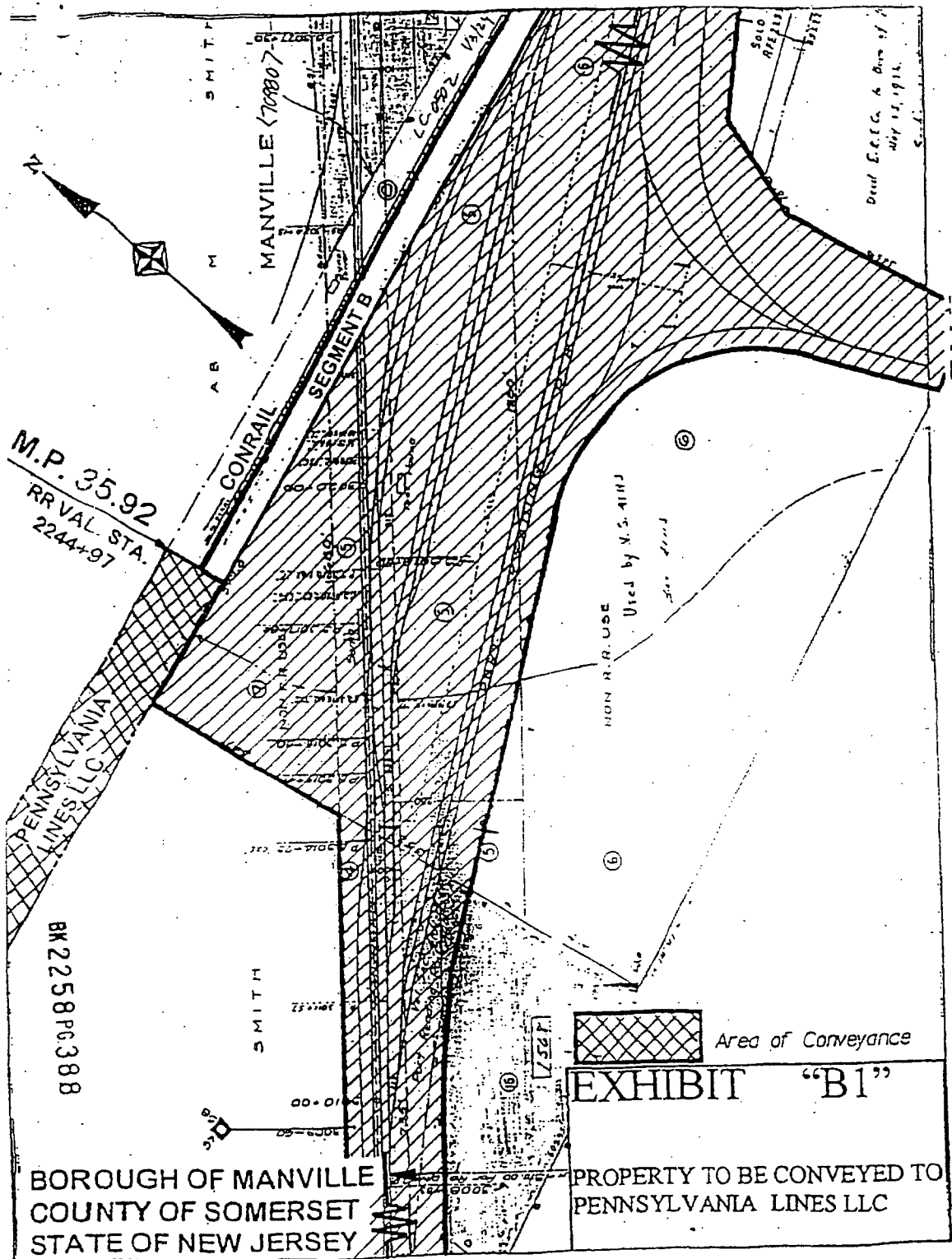
All right, title and interest of Grantor in that line of railroad being the former The Central Railroad of New Jersey, being known as the Middle Brook Branch, comprised of land and right of way for main tracks, branch lines, sidings and other appurtenant railroad facilities lying and being in Somerset County, New Jersey, being further identified as USRA Line Codes 0231, 0201 as described in deed from R. D. Timpany, as Trustee of the Property of The Central Railroad Company of New Jersey, to Consolidated Rail Corporation, dated March 30, 1976, as recorded with the Office of the County Clerk of Somerset County, New Jersey on October 12, 1978, and being more particularly described as follows:

Said portion of railroad beginning at a point on the track centerline of said Railway, said point being at the northerly right of way of the former Central Jersey Main Line Railroad, which runs between Jersey City and Philadelphia, and identified as Railway Valuation Station 0+00, more or less, as shown on Railway Valuation Map V-1b/39a; thence,

continuing with said Railway along the centerline of track with a right of way of varying width in a generally northerly direction for a distance of 10,671 feet, more or less, to the point of terminus, said point being further identified as Railway Valuation Station 106+71 as shown on Railway Valuation Map V-Ib/39b. Said portion of railroad being substantially as shown on Railway Valuation Maps V-Ib/39a and V-Ib/39b attached hereto and made a part hereof.

Also, INCLUDING Grantor's remaining rights, title and interest in the line of Railroad known as the Raritan Valley Railroad that lies west of Middle Brook Branch including Somerville Yard.





M.P. 35.92  
RR VAL. STA.  
2244+97

PENNSYLVANIA  
LINES LLC

BK 2258 PG 388

SMITH

MANVILLE 708807

CONRAIL  
SEGMENT B

Area of Conveyance

EXHIBIT "B1"

BOROUGH OF MANVILLE  
COUNTY OF SOMERSET  
STATE OF NEW JERSEY

PROPERTY TO BE CONVEYED TO  
PENNSYLVANIA LINES LLC

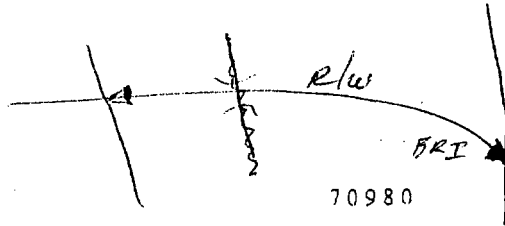
NON R.R. USE  
Used by N.S. 41111

Deed E.C.C. & Sons of  
May 12, 1912

*Can Rail -> Horner*

*DE BB (R/W) for Lehigh Dg line to Central NJ line*

*8/24/1995*



*Being -  
parcels in  
Conveyance Document #  
DE BB - CCC - RPI-2  
recorded 10/12/78  
in Recorder's Office  
NJ State*

*Can rail claims R/W  
Abandoned p. 318  
(see site)*

DEED

CONSOLIDATED RAIL CORPORATION

-10-

JOSEPH C. HORNER,  
AN INDIVIDUAL

Land situate partly in the Borough  
of Manville and partly in the  
Township of Bridgewater,  
County of Somerset and State of  
New Jersey.

Prep: Descp:  
Chkd: Compd:  
Apvd:

*Thatcher & Lanza  
5 Main St.  
Flemington, NJ 08822*

BK203176320

END OF DOCUMENT

THIS DEED, made the 24<sup>th</sup> day of August  
in the year of our Lord One Thousand Nine Hundred and Ninety-five  
(1995),

BETWEEN CONSOLIDATED RAIL CORPORATION, a  
Corporation of the Commonwealth of Pennsylvania, having an office at  
Two Commerce Square, 2001 Market Street, Philadelphia,  
Pennsylvania, 19101-1419, hereinafter referred to as the Grantor, and  
JOSEPH C. HORNER, an individual, having a mailing address of 156  
Route No. 206, Somerville, New Jersey 08876, hereinafter referred to  
as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of  
the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)  
lawful money of the United States of America, unto it well and truly  
paid by the said Grantee, at or before the sealing and delivery of these  
presents, the receipt whereof is hereby acknowledged, Grantor does by  
these presents, remise, release and forever quitclaim unto the said  
Grantee, the heirs or successors and assigns of the said Grantee, all  
right, title and interest of the said Grantor of, in and to the following  
described Premises:

ALL THOSE CERTAIN two (2) pieces or parcels of land of the  
Grantor, together with the track, other track materials, two switches and  
Railroad Bridge thereon, being a portion of the line or railroad known as  
the Reading Company New York Branch (a.k.a. the Raritan Valley  
Connecting Track) and identified as Line Code 0326, situate partly in  
the Borough of Manville and partly in the Township of Bridgewater,

TAX REFERENCE:

Lot 3, Block 309 in the  
Borough of Manville and  
Lot 1, Block 6102 in the  
Township of Bridgewater,  
Somerset County, New  
Jersey

THIS INSTRUMENT PREPARED BY:

Nancy B. Reynolds  
Nancy B. Reynolds  
Consolidated Rail Corporation  
19-B, Two Commerce Square  
2001 Market Street  
Philadelphia, PA 19101-1419

6K20317311



1995130777

COUNTY OF SOMERSET  
CONSIDERATION \$200,000.00  
REALTY TRANSFER TAX \$12,500.00  
DATE 08-24-95

RECORDED BY REC'D 08/24/95

RECORDED BY REC'D 08/24/95

County of Somerset and State of New Jersey, which are separately bounded and described in accordance with a Plat of Survey, identified as Project No. 94024, dated February 8, 1994, prepared by Richard C. Mathews, Professional Land Surveyor No. 29353, of the State of New Jersey, hereinafter referred to as "Premises" and described as follows:

Parcel 1

Lot 3, Block 309

ALL THAT CERTAIN lot, tract or parcel of land and premises situate, lying and being in the Borough of Manville, County of Somerset and State of New Jersey, being more particularly described as follows:

BEGINNING at an iron rail monument found at the intersection of the southwesterly sideline of the former Delaware and Bound Brook Railroad with the northerly sideline of the former Lehigh Valley Railroad (now Consolidated Rail Corporation), said point also being the most southeasterly corner of lands belonging now or formerly to Johns Manville Corporation and from said point running; thence (1) along the said line of Johns Manville Corporation North 35° 55' 14" East, a distance of 651.00 feet; thence (2) continuing along said Johns Manville Corporation North 38° 14' 14" East, a distance of 1,197.49 feet, more or less, to the southerly bank of the Raritan River; thence (3) down said southerly bank in an easterly direction, a distance of 145.24 feet, more or less; thence (4) South 39° 00' 14" West, a distance of 1,703.70 feet, more or less, to the northerly sideline of the aforementioned former Lehigh Valley Railroad; thence (5) along said northerly sideline South 69° 11' 17" West, a distance of 182.98 feet to the point and place of Beginning.

CONTAINING 227,271 square feet or 5.217 acres of land, more or less.

Parcel 2

Lot 1, Block 6102

ALL THAT CERTAIN lot, tract or parcel of land and premises situate, lying and being in the Township of Bridgewater, County of Somerset and State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the southerly sideline of lands belonging now or formerly to the Central Railroad Company of New Jersey, said point being located North 86° 07' 26" East, a distance of 605.50 feet along said southerly line from the intersection of said southerly sideline with the westerly sideline of Polhemus Lane and from said point running; thence (1) continuing along said southerly line of the Central Railroad Company of New Jersey, North 86° 07' 26" East, a

distance of 521.64 feet to a point in the line of lands belonging now or formerly to Bridgewater Resources, Inc.; thence (2) along said line of Bridgewater Resources, Inc., South  $81^{\circ} 41' 07''$  West, a distance of 136.88 feet to a point on a curve; thence (3) continuing along said lands on a curve to the left, said curve having a radius of 1,392.50 feet, a length along the arc of 1,361.96 feet, a chord bearing of South  $58^{\circ} 06' 16''$  West, and a length along the chord of 1,308.32 feet to a point of tangency; thence (4) still along said lands South  $30^{\circ} 05' 50''$  West, a distance of 830.37 feet to a point of curvature; thence (5) continuing along said lands on a curve to the right, said curve having a radius of 3,025.00 feet, a length along the arc of 358.30 feet, a chord bearing of South  $33^{\circ} 28' 41''$  West, and a chord length of 358.09; thence (6) remaining along the lands of said Bridgewater Resources, Inc. South  $21^{\circ} 12' 27''$  West, a distance of 150.00 feet to a point in the line of lands belonging now or formerly to the American Cyanamid Company; thence (7) along the lands of said American Cyanamid Company South  $39^{\circ} 00' 14''$  West, a distance of 1,047.58 feet, more or less, to the northerly top of bank of the Raritan River; thence (8) along said top of Bank in a westerly direction, a distance of 125.88 feet to a point in the line of lands belonging now or formerly to Joseph C. Horner; thence (9) along the lands of said Horner, North  $39^{\circ} 00' 14''$  East, a distance of 298.44 feet, more or less, to an iron bar found; thence (10) continuing along said lands North  $25^{\circ} 39' 41''$  East, a distance of 65.00 feet; thence (11) still along said lands North  $39^{\circ} 00' 14''$  East, a distance of 733.56 feet to a point of curvature; thence (12) continuing along the line of said Horner on a curve to the left, said curve having a radius of 2,947.50 feet, a length along the arc of 75.01 feet, a chord bearing of North  $38^{\circ} 16' 29''$  East, and a length along the chord of 75.01; thence (13) along the said lands of said Horner North  $50^{\circ} 17' 39''$  East, a distance of 65.00 feet to a point on a curve; thence (14) continuing along the said lands on a curve to the left, said curve having a radius of 2,962.50 feet, a length along the arc of 322.38 feet, a chord bearing of North  $33^{\circ} 12' 08''$  East, and a length along the chord of 322.22 feet to a point of tangency; thence (15) along the line of said Horner North  $30^{\circ} 05' 05''$  East, a distance of 830.37 feet to a point of curvature; thence (16) continuing along said lands on a curve to the right, said curve having a radius of 1,455.00 feet, a length along the arc of 1,033.28 feet, a chord bearing of North  $50^{\circ} 25' 45''$  East, and a length along the chord of 1,011.70 feet to the point and place of Beginning.

CONTAINING 2,446.9 square feet or 6.530 acres of land, more or less.

TOGETHER with grantor's right, title and interest in and to the Bridge, its piers, abutments and appurtenances extending from the top of bank at the southerly bank of the Raritan River (described in course (3)

of Parcel 1) across the Raritan River to the top of bank at the northerly bank of the Raritan River (described in course (8) of Parcel 2).

TOGETHER with Grantor's right, title and interest, if any, to all lands lying under the water of the South Branch of the Raritan River, as it may abut the Premises, and including any land containing wing walls and bridge structure between Block 309, Lot 3 in Manville Borough and Block 6102, Lot 1 in Bridgewater Township, as if the same were a part of the above descriptions.

BEING a portion of the same premises which The Delaware and Bound Brook Railroad Company, by Conveyance Document No. D&BB-CRC-RPI-2, issued pursuant to the Regional Rail Reorganization Act of 1973, as amended (P.L. 93-236, H.R. 9142), the Final System Plan of the United States Railway Association and Special Court (Washington, D.C.) Misc. Order No. 75-3, dated March 25, 1976 and March 31, 1976, in the Matter of Regional Rail Reorganization Proceedings, granted and conveyed certain property, easements, interest and rights unto Consolidated Rail Corporation and which Conveyance Document was Filed and Recorded on October 12, 1978 in the Recorder's Office of the Secretary of State for the State of New Jersey.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, assignable and unrestricted easements and rights for any and all existing and future sewer, gas, water, poles, pipes, wires, cables, power, signal and communication lines, fiber optic lines, telecommunication lines and their appurtenances, hereinafter referred to as "facilities", which may be occupancies, agreements and licenses that in any way or manner encumber or are located in, on, over, under, above, across or through the Premises; and together with the right to construct, install, operate, maintain, use, repair, replace, renew, rehabilitate and remove said facilities and the easement and right of unimpeded and immediate ingress and egress on, over, across and through the Premises for the aforesaid purposes; together with all and any necessary rights to convey and transfer such easements and rights to any occupant, or third party, without securing prior approval or notice of the Grantee; and Grantor specifically excepts, reserves and retains for itself, the right to sell and to collect any and all rentals, fees, income, charges and considerations resulting from such facilities; in, on, under, above, across, through or beneath the surface of the Premises.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual and assignable easements and rights for surface access easements, for the purpose of ingress and egress for vehicular and pedestrian access on, over, across and through a parcel or strip of land located on the Premises in Lot 1, Block 6102 and which is a 50 foot wide roadway easement as recorded in Deed Book 1330 at

page 463&c., containing 5,225 square feet or 0.120 acres and which is indicated on the Richard C. Matthews Plat of Survey.

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

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

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

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

(3) Grantee hereby forever releases Grantor from any liability for any loss or damage, direct or consequential, which may be caused by or arise from the sliding, shifting or movement of any part of any adjoining embankment of Grantor, or by the drainage or seepage of water

therefrom, upon or into the Premises; or upon, under, or into anything which may be erected or placed thereon.

(4) Grantor shall not be liable or obligated to provide lateral support for the surface of the Premises, and Grantee waives all right to ask for, demand, recover or receive any relief or compensation for any damage that may be caused by the sliding, shifting, or movement of any part of the slope or embankment supporting the Premises. Grantee shall use due diligence to prevent the drainage or seepage of water, or the precipitation of snow or ice, or anything whatever, from the Premises onto, under or upon the adjoining and adjacent lands of Grantor.

(5) Grantee shall indemnify and defend Grantor against, and hold Grantor harmless from, all claims, actions, proceedings, judgments and awards, for death, injury, loss, or damage to any person or property, brought by any person, firm, corporation, or governmental entity, caused by, resulting to, arising from, or in connection with, the active or passive effects or existence of any physical substance of any nature or character, on, under, or in the land, water, air, structures, fixtures, or personal property comprising the Premises, from and after the date of delivery of this deed.

(6) In the event the tracks or land of Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over such railroad in the vicinity of the Premises are changed so that they shall pass overhead or underneath such tracks or land, or in the event any grade crossing is vacated and closed, Grantee forever releases Grantor from all liability for any loss or damage, direct or consequential, caused by or arising from the separation or change of grades of such railroad or such streets, avenues, roads, lanes, highways, or alleys, or from the vacating and closing of any grade crossing.

(7) No right or means of ingress, egress or passageway to or from the Premises is hereby granted, expressly or by implication, and Grantor shall not be liable or obliged to provide or obtain for Grantee any such means of ingress, egress or passageway.

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

(9) Grantee by the acceptance of this Instrument, does hereby accept all existing and prospective responsibility for removal and/or restoration costs for any and all railroad bridges and grade crossings and their appurtenances that may be located on the Premises conveyed to the said Grantee; and Grantee further covenants and agrees that it will also assume any obligation and/or responsibility as may have been or may hereafter be imposed on Grantor by any Public Utility Commission or

any other governmental agency having jurisdiction for any and all bridge structures and grade crossings and their appurtenances, including but not limited to the removal, repairing or restoration of same in accordance with the requirements of said Commission or other governmental agency; and Grantee further agrees to indemnify, defend and hold Grantor harmless against all costs, penalties, expenses, obligations, responsibility and requirements associated with said bridge structures and grade crossings and their appurtenances.

(10) Grantor and Grantee do not contemplate that Grantor shall (a) operate its trains, cars and engines to or on the Premises (or any portion thereof), (b) interchange traffic with Grantee or its successors or assigns, (c) participate in any rail rate relationship with Grantee, (d) establish or maintain a track connection with Grantee, or (e) provide cars or car service to Grantee. If Grantee hereafter desires that Grantor do any of the foregoing, the Grantor and Grantee agree that such activities shall be conducted only on such terms and conditions as Grantor and Grantee hereto may hereafter mutually agree upon in writing. Grantor and Grantee further agree that in respect to the matters referred to in items (a) through (e), above, Grantor shall not be called upon, or required, by Grantee to accept obligations in excess of those expressly assumed by Grantor except by written agreement between Grantor and Grantee hereto.

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

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

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

IN WITNESS WHEREOF, the Grantor has caused this Indenture

CASE NO. 70980

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY THAT BY THE AUTHORITY CONFERRED BY THE BOARD OF DIRECTORS OF CONSOLIDATED RAIL CORPORATION (CONRAIL) ON MARCH 18, 1988 TO THE CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER TO CONDUCT THE BUSINESS AND AFFAIRS OF THE CORPORATION AND TO DELEGATE SUCH AUTHORITY AS HE MAY DEEM NECESSARY, THE CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER DID DELEGATE ON MARCH 19, 1991 TO THE SENIOR VICE PRESIDENT-DEVELOPMENT, WHO ON MAY 23, 1991 REDELEGATED TO THE ASSISTANT VICE PRESIDENT-ASSET DEVELOPMENT, AND WHO ON JUNE 26, 1991 REDELEGATED TO THE DIRECTOR-REAL ESTATE FIELD SERVICES AND DIRECTOR-MANAGEMENT SERVICES (FORMERLY KNOWN AS DIRECTOR-ASSET MANAGEMENT AND NOW KNOWN AS ASSISTANT VICE PRESIDENT-REAL ESTATE), OR ANY OF THEM, THE AUTHORITY TO EXECUTE AND DELIVER ON BEHALF OF CONRAIL ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE OF APPROXIMATELY 1.25 MILES OF THE CORPORATION'S ABANDONED RARITAN VALLEY CONNECTING TRACK (LINE CODE 0326, SUB. NO. 1038), CONTAINING 11.747 ACRES, MORE OR LESS, TOGETHER WITH THE TRACKS, BRIDGE AND ITS APPURTENANCES THEREON, FROM APPROXIMATELY MILE POST 57.25, AT MANVILLE YARD, IN MANVILLE BOROUGH, TO APPROXIMATELY MILE POST 58.50, AT NEW JERSEY TRANSIT'S COMMUTER LINE, IN BRIDGEWATER TOWNSHIP, ALL IN SOMERSET COUNTY, NEW JERSEY, FOR THE TOTAL CONSIDERATION OF \$200,000 TO JOSEPH C. HORNER, AN INDIVIDUAL, OR THE NOMINEE THEREOF.

  
Assistant Secretary  
WILBERTA C. JACKSON

BK2031PG318

Conrail Easement to NJT Transit A  
Dele BB R/W

12/31/1982

2191-82-3259

IAW

9642 C

Reading  
New York Branch  
NJT Easement  
12/29/82

DEED OF EASEMENT

THIS DEED OF EASEMENT, made the 31st day of December, 1982.

By and Between

CONSOLIDATED PAID CORPORATION

A corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an office at Six Penn Center Plaza, Philadelphia, Pennsylvania 19103, herein-after referred to as the Grantor,

and

NEW JERSEY TRANSIT CORPORATION

A body corporate and politic and an instrumentality of the State of New Jersey, having an office at McCarter Highway and Market Street, Newark, New Jersey 07101, hereinafter referred to as the Grantee.

W I T N E S S E T H:

WHEREAS, the Rail Passenger Service Act ("RPSA") and the Northeast Rail Service Act of 1981 ("NERSA") require that a transfer agreement be entered into between Grantor and Grantee; and

COUNTY OF SURSUMPT  
CONSIDERATION 1.00  
REALTY TRANSFER FEE 1.00  
DATE 10-22-83 BY [signature]

COUNTY OF MERCER  
CONSIDERATION 1.00  
REALTY TRANSFER FEE 1.00  
DATE 5-13-83 BY [signature]

2191-82-3259

WHEREAS, Grantor and Grantee have entered into a certain transfer agreement ("the Transfer Agreement") dated as of September 1, 1982; and

WHEREAS, the Transfer Agreement provides that Grantor shall transfer certain properties to Grantee; reserve until itself certain easements with respect to the properties transferred, and grant to the Grantee certain easements with respect to other property of Grantor; and

WHEREAS, by separate instrument, Grantor has transferred such other property to Grantee and reserved unto itself certain easements with respect thereto; and

WHEREAS, this Easement Agreement is a transfer pursuant to Sections 1137 and 1153 of NERSA, pursuant to which Grantor grants to Grantee the easements provided for in the Transfer Agreement; and

WHEREAS, as used herein, the following additional terms shall have the meaning specified in this recital:

(1) "Abandonment" shall mean, in the case of Grantor, the formal abandonment of Freight Service (as hereinafter defined); and, in the case of Grantee, the permanent cessation of all Commuter Service (as hereinafter defined);

(2) "Commuter Service" shall mean the operation of Grantee's commuter rail service;

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(3) "Freight Service" shall mean the operation by Grantor, its successors in interest or its assignees, independent contractors or agents, of contract or common carrier freight service, including but not limited to operation of freight trains (including mail and express trains), special cars, locomotives and other on-track equipment.

NOW, THEREFORE, the said Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does by these presents grant to the Grantee:

Perpetual, irrevocable, non-exclusive easements over Grantor's rail lines identified on Exhibit A, attached hereto as a part hereof, for trackage rights for operating Commuter Service existing as of September 1, 1982, provided, however, that (1) the use of such easements shall be in accordance with and subject to the terms and conditions set forth in a certain trackage rights agreement entered into or to be entered into by and between Grantor and Grantee pursuant to Section 9.01 of the Transfer Agreement; (2) such easements shall be exercised so as not to interfere unreasonably with Freight Service; (3) such easements are assignable for such purpose only to Grantee's successors and assigns which operate such Commuter Service or any part thereof and its and their respective independent contractors or agents; and (4) each such easement

2191-82-3259

shall terminate and automatically revert to Grantor, its successors or assigns, upon the Abandonment of Commuter Service over that easement.

All of the covenants of the Grantor and 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 instrument 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, unless the contrary is specifically indicated herein.

IN WITNESS WHEREOF, the said Grantor has caused this Deed of Easement to be duly executed the day and year first above written.

SEALED AND DELIVERED  
in the Presence of Us:

••CONSOLIDATED RAIL CORPORATION

Susan L. Bassett  
Susan L. Bassett

By: Richard C. Sullivan  
Richard C. Sullivan  
Its: Vice President, Passenger  
Service

Susan L. Bassett  
Susan L. Bassett

ATTEST: Judy C. Oleridge  
Judy C. Oleridge  
Assistant Secretary  
[CORPORATE SEAL]

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2191-82-3259

The Grantee joins in and accepts this Deed of Easement and agrees to be bound by the terms and conditions hereof.

WITNESS:

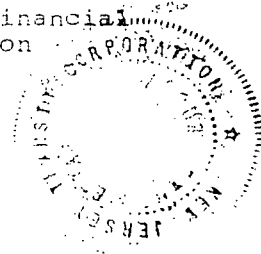
Susan L. Bassett  
Susan L. Bassett

Susan L. Bassett  
Susan L. Bassett

NEW JERSEY TRANSIT  
CORPORATION

By: George Warrington  
Its: Assistant Executive Director

ATTEST: John C. Tone  
Its: Director of Financial  
Administration  
[CORPORATE SEAL]



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2191-82-3375

NJT Easements  
12/31/82  
New York Branch

EXHIBIT A

AN easement over all that line of railroad known as the former Reading Railroad New York Branch, identified as Line Code 0326 in the records of the United States Railway Association, situate in the Counties of Mercer and Somerset, more specifically described as follows:

BEGINNING at the southerly terminus of the station property at West Trenton, at or near Milepost 32.0, in the municipality of Ewing, thence extending generally northerly through the municipalities of Pennington and Hopewell, thence into Somerset County, through the Municipalities of Montgomery, Hillsborough, Manville, Bridgewater and Bound Brook to the point of connection at or near Milepost 58.4 with the State of New Jersey Raritan Valley Line.

MUNICIPALITY OF SEE ATTACHED LIST

BLOCK NO. \_\_\_\_\_ LOT NO. \_\_\_\_\_

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## II. Reading New York Branch Easement

### Mercer County

|                |             |        |
|----------------|-------------|--------|
| Ewing          | Block S-342 | Lot 1  |
|                | Block S-366 | Lot 1  |
|                | Block 369   | Lot 1  |
|                | Block 412   | Lot 1  |
| Pennington     | Block 2     | Lot 4  |
|                | Block 4     | Lot 4  |
|                | Block 16    | Lot 1  |
| Hopewell Boro. | Block 2     | Lot 1  |
| Hopewell Twp.  | Block 91    | Lot 22 |
|                | Block 65    | Lot 12 |
|                | Block 66    | Lot 3  |
|                | Block 46    | Lot 3  |
|                | Block 37    | Lot 7  |
|                | Block 34    | Lot 4  |
|                | Block 21    | Lot 2  |
|                | Block 7     | Lot 4  |
|                | Block 8     | Lot 14 |
| Block 14       | Lot 1       |        |

### Somerset Co.

|              |            |          |
|--------------|------------|----------|
| Hillsborough | Block 202  | Lot 5    |
|              | Block 201  | Lot 2    |
|              | Block 2008 | Lot 21   |
|              | Block 199  | Lot 22   |
|              | Block 182  | Lot 8    |
|              | Block 183  | Lot 16   |
|              | Block 10   | Lot 7    |
|              | Block 11   | Lot 2, 7 |
|              | Block 12   | Lot 11   |
|              | Block 149  | Lot 9    |
|              | Block 148  | Lot 23   |
|              | Block 150  | Lot 7    |
|              | Block 151  | Lot 3    |
|              | Block 143  | Lot 21   |
|              | Block 142  | Lot 25   |
| Block 65     | Lot 20     |          |

|            |             |         |
|------------|-------------|---------|
| Montgomery | Block 4001  | Lot 32  |
|            | Block 14001 | Lot 16  |
|            | Block 15001 | Lot 1.A |
|            | Block 24001 | Lot 28  |
|            | Block 11001 | Lot 58  |
|            | Block 25001 | Lot 23  |
|            | Block 5002  | Lot 2   |

|          |           |       |
|----------|-----------|-------|
| Manville | Block 313 | Lot 2 |
|          | Block 281 | Lot 5 |

|             |            |       |
|-------------|------------|-------|
| Bridgewater | Block 6102 | Lot 1 |
|-------------|------------|-------|

|             |         |            |
|-------------|---------|------------|
| Bound Brook | Block 1 | Lot 66, 36 |
|-------------|---------|------------|

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