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Before the Surface Transportation Board

Consolidated Rail Corporation — Abandonment Exemption — in Hudson County, NJ	)	AB 167 (Sub-no. 1189X)
CSX Transportation, Inc. -- Discontinuance Exemption - in Hudson County, NJ	)	AB 55 (Sub-no. 686X)
Norfolk Southern Railway Co. -- Discontinuance Exemption - in Hudson County, NJ	)	AB 290 (Sub-no. 306X)

Summary Statement Concerning Section 110(k)

and

Exhibits
in Support Thereto

ENTERED
Office of Proceedings
JAN 21 2009
Part of
Public Record

and to
Opposition to Conrail Motion,
Request for Housekeeping Stay,
and Comments on Necessary and Appropriate Procedures

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Coalition, and
Rails to Trails Conservancy

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Summary Statement

In an Opposition served January 14, 2009, on behalf of City of Jersey City ("City"), the Pennsylvania Railroad Harsimus Stem Embankment Preservation Coalition ("Coalition"), and Rails to Trails Conservancy ("RTC"), in the above-captioned proceeding, City, Coalition and RTC objected to certain procedures sought by Consolidated Rail Corporation ("Conrail") to avoid application of sections 106 and 110(k) of the National Historic Preservation Act ("NHPA"), 16 U.S.C. 470f & 470h2-k in this abandonment

proceeding. The Opposition cited many exhibits already contained in pleadings of record in this proceeding. However, certain citations, particularly germane to the issue of the applicability of NHPA section 110(k), related to exhibits in City of Jersey et al - Petition for a Declaratory Order, F.D. 34818. These exhibits are assembled in this volume, along with several additional pieces of evidence supporting the application of section 110(k) to Conrail's proposed abandonment.

On the basis of this evidence, and the arguments set forth in City et al.'s Opposition, City, Coalition and RTC request that the Section on Environmental Analysis recommend consultation with the Advisory Council on Historic Preservation ("ACHP"), the New Jersey State Historic Preservation Officer ("SHPO"), and all other parties designated as "consulting parties" for NHPA purposes concerning whether continued processing of Conrail's abandonment licensing request is justified. As shown below, such continued processing is not justified, absent invalidation of Conrail's sale of the Embankment to its chosen developer ("SLH Properties"). City, Coalition and RTC are prepared to enter into a mutually acceptable memorandum of agreement with ACHP, STB, and SHPO for the preservation of the Embankment.

Overview of Exhibits

The Harsimus Embankment portion of the Harsimus Branch unquestionably was part of a line of railroad before it was

acquired in 1976 by Conrail. It was in fact the main line for freight of the Pennsylvania Railroad ("PRR"). PRR and successor track charts clearly include the Embankment portion (roughly CP Waldo to former Henderson Street) as part of the Harsimus Branch. See track charts in Exhibit B.

The entire Harsimus Branch as defined by the track charts was identified for conveyance as a line to Conrail by the United States Railway Association (USRA) in its 1976 Final System Plan (FSP). Excerpts from the FSP are set forth in Exhibit A (see especially p. 272 designating as conveyed to Conrail as a "line" all of Harsimus Branch - line code 1420, and p. 241 indicating reliance on line codes, including especially old PRR line codes such as line code 1420).

As indicated in Mr. Curley's Verified Statement set forth in Exhibit C, Conrail's title flows from the 1976 Fairfax Leary deed, relevant excerpts (esp. relevant part of Exhibit A to the deed) of which are set forth in Exhibit D, along with the order of the Special Court authorizing the deed. The deed describes line code 1420 as conveyed as a line.

Conrail used the property as a line of railroad for years. Two Conrail line screening analyses setting forth carloadings show thousands of carloads per year, and a net profit, through the mid-1980's. See Exhibit E. Early Conrail track charts through 1980 (see Exhibit B) continued to identify line code

1420, Harsimus Branch, as encompassing Waldo to former Henderson Street.

In short, the entire Harsimus Branch was a line regulated by the old Interstate Commerce Commission and now its successor the Surface Transportation Board. Since it was a line, it required abandonment approval before it could be ripped up and sold off for non-rail purposes. The Harsimus Branch was conveyed to Conrail as a line of railroad, and in any event Conrail so used it for many years.

After rail use ceased on the Embankment portion of the line in the late 1980's and early 1990's, Conrail unilaterally reclassified the Embankment portion of the Harsimus Branch as a "spur." See Exhibit F (summary table indicating reclassification in 1994). As City, Coalition and RTC show in their Opposition, railroads may not lawfully avoid ICC/STB abandonment licensing requirements by arbitrarily reclassifying lines to spur status. Conrail knew this, or is chargeable with that knowledge. Due to cessation of rail use, Conrail allowed bridges linking the sections of the Embankment to deteriorate to the point that they posed a public health hazard (parts could fall on people below). City urged repair or removal, and since Conrail would not invest in repair, removal occurred.

The Embankment was subsequently determined eligible for the New Jersey and federal historic resource protection in 1999.

(City, Coalition, and RTC supplied extensive information to SEA concerning this under comments dated March 28, 2008.) Conrail was clearly so informed no later than January of 2000. See Exhibit G (letter to Conrail congratulating it on the historic nature of the Embankment). This barred Jersey City from participating in destruction of the historic resource (see Exhibit G), so the City's quasi-independent Redevelopment Agency withdrew from private efforts to convert the Embankment to housing as sought by Conrail's developer here. However, the City remained interested in acquiring the property for alternative public uses which would have kept it intact. See Exhibits I (Verified Statement from City's Planning Director) and J (Verified Statement from Dep. Exec. Director of Hudson County Improvement Agency). In any event, Conrail clearly had knowledge from January 2000 onward that not only was an abandonment license required for the Embankment, but also compliance with NHPA was required.[1]

Conrail, however, never pursued an abandonment license. Instead, it offered to sell the property for non-rail purposes (illegal without an abandonment license). Conrail claims it

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[1] Conrail would have had positive knowledge of this fact earlier had it sought an abandonment license, because compliance with NHPA in the licensing process requires identification of sites and structures over 75 years of age and consultation with SHPO concerning same. Thus, Conrail should be charged with knowledge of the historic resource from the inception of its de facto abandonment activities prior to January 2000.

received only one offer in response to this unlawful offer, from a developer ("SLH Properties" or "SLH").

Jersey City from 2001 onward (Exhibit 1, p.4, para 10) sought Conrail's cooperation in keeping the property intact, even threatening condemnation. However, evidently in a pique over the historic designation, Conrail claimed that City could not condemn the property due to federal regulation.[2] See Exhibits H (p.2), I (pp. 4-5) and J (p. 5). This implied that Conrail acknowledged continued federal abandonment jurisdiction. Representatives of the City and Coalition confirmed that the line had not been abandoned with the STB (e.g., Exhibit H, pp. 2-3; Exhibit I, p. 5), further indicating continued federal jurisdiction.

While thus holding off City's use of eminent domain, Conrail sold the property to its chosen developer in 2005, and contemporaneously "justified" the action to the City and the developer on the unlawful ground that it did not need abandonment authority because it had unilaterally classified the property as "spur" track. See Exhibit K.

The deeds by which Conrail conveyed the property to the developer all describe the parcels conveyed as part of a "line of railroad known as the Penn Central Harsimus Branch and identified as Line Code 1420." See Exhibit L (deeds attached to Verified

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[2] Case law holds that federal abandonment jurisdiction does preempt state and local eminent domain jurisdiction over a railroad line.

Statement by Mr. Curley).

Conrail thus sought to avoid federal abandonment law to what was clearly a line of railroad which contained historic resources, and it knew this at the time it sought to avoid the application of federal abandonment law. Reliance on unilateral reclassification to spur status is impermissible, and Conrail must be charged with knowledge of that fact. Conrail's justification is illegal and a ruse.

The Embankment has not been removed, although the developer has filed plans (also set forth in Exhibit L) to destroy it in favor of hundreds of townhouses. The developer, with the support and active joinder of Conrail (see City et al's April 25, 2008 comments filed in this docket), has sued Jersey City to force Jersey City to issue demolition permits. More recently, the developer has proposed construction of skyscrapers on most or at least portions of the Embankment. It is our understanding that the developer wishes as a minimum to gut the Embankment to convert it into parking for condominium units in the skyscrapers.

Although Conrail purports to have sold the Embankment, STB has authority to require reconveyance. In any event, sales of rail property subject to abandonment authorization are unlawful absent compliance with N.J.S.A. 48:12-125.1 (deeds in violation of 90 day offer period after abandonment authorization are void).

The developer's attorney has stated that if STB determines

the property is part of a line of railroad, and this is upheld on judicial review, then the Conrail deeds to the developer are void. See Exhibit M (transcript of hearing).

STB determined the property to be part of a line of railroad in City of Jersey City, et al. - Petition for Dec. Order, F.D. 34818, decision served August 9, 2007, reconsideration denied, Dec. 19, 2007. Conrail and developer petitioned for review in the U.S. Court of Appeals for the D.C. Circuit. The petitions have not yet been set for oral argument.

Other Historic Resources

SHPO by Letter dated December 23, 2008, identified thirteen other districts, sites, or structures in addition to the Embankment which are historic resources meriting protection under section 106.[3] Conrail's actions in connection with the Embankment also violate Conrail's obligations under NHPA as to all these other districts, sites or structures. In other words, the sale of the Embankment and related actions of Conrail constitute an anticipatory impairment of these other sites as well. This independently requires application of section 110(k).

[3] These resources include, but are not necessarily limited to, Hamilton Park Historic District and Extension, Harsimus Cove Historic District, Pennsylvania Railroad New York to Philadelphia Main Line Historic District, New Jersey Railroad Bergen Cut Historic District, and other districts and specific sites or structures.

Conclusions

The evidence, including that supplied herewith, demonstrates that Conrail knew or should be charged with knowledge that the property was and remained throughout the period a regulated line of railroad. Conrail also knew the property was a historic resource since 1999 (if not before), and received a letter so stating by January 2000. (In any event, Conrail knew or should have known that it was surrounded with other historic resources.) Conrail's justification for its anticipatory demolition is that it unilaterally reclassified the line to spur status in 1994 once use ceased. However, the law always has been that unilateral reclassifications do not thwart federal abandonment authority, and Conrail knew or should be charged with knowledge of this.

Conrail, over objections from the City, nonetheless sold the property to a developer for demolition in 2005, and in December of 2007, joined in six demolition permit requests by developer. Conrail is also supporting developer's litigation against the City to compel it to issue demolition permits.

The above information thus sets out a prima facie case for application of section 110(k) (anticipatory impairment of an historic resource). Pursuant to section 110(k), STB cannot proceed with Conrail's licensing request absent a finding of justification. Under ACHP regulations, STB must consult with ACHP before finding justification. 36 C.F.R. 800.9(c).

Conrail supplies no justification for its actions.

The City of Jersey City is prepared to acquire the line for the price paid by the developer, and was at the time of the sale to the developer. The City desires to acquire the line either for continued rail use (including especially, but not necessarily limited to, passenger or light rail use), trail use (local trail, plus part of the East Coast Greenway), or other compatible purposes, or for a combination of these reasons. City's uses do not require destruction of the Embankment, but instead its preservation. Conrail's unlawful sale to the developer thus forecloses meaningful alternatives unless that sale is invalidated. In the circumstances, further processing of the abandonment application is not justified. If the agency believes that there is possible justification, it must first consult with ACHP per 36 C.F.R. 800.9(c).

City, Coalition and RTC have requested designation as "consulting parties" for NHPA purposes. If so designated, City, Coalition and RTC wish to participate in a memorandum of agreement per NHPA section 106 that facilitates preservation of the Embankment. In the event the agency believes that there may be justification for Conrail's anticipatory impairments to the Embankment, such that the agency engages in consultation with ACHP on that issue, City, Coalition and RTC request participation in that consultation.

A railroad should not be allowed to sell off its historic rail line to a developer, then pursue land use and demolition permits (which the developer contends drive up the value of the property to many times what he paid for it), while at the same time preventing a local government from acquiring the corridor to keep it intact for public use on the ground of federal preemption of state and local eminent domain power due to continued rail regulation. This kind of tactic turns the law, which is supposed to foster preservation not just of historic resources but also of otherwise-to-be abandoned corridors, on its head. The Conrail/developer putsch is outside the law, and an effective remedy should and must be afforded.

Respectfully submitted,

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Exhibits

Note: Exhibits contained herein are from the record in Finance Docket 34818

A - Excerpts from United States Railway Association Final System Plan, designating Line Code 1420, Harsimus Branch, for transfer to Consolidated Rail Corp. (Conrail) as a line of railroad (1976)

B - Track Charts of Harsimus Branch, all showing the line to encompass the Embankment portion from former Henderson St. (MP 1.3 approximate) to CP Waldo (MP 2.0 approximate) 17

C - John Curley V.S. from Pet. Op. Statement in F.D. 34818, noting inter alia his retention by Jersey City to pursue condemnation of Embankment portion of Harsimus Branch, Conrail's title flows from Fairfax Leary deed, and Conrail's failure to cooperate prior to sale to developer

D - Special Court order authorizing Fairfax Leary deed, and excerpts from that deed in which Harsimus Branch, line code 1420, is deeded to Conrail as a line of railroad (1976)

E - Conrail line screening analyses showing use of Embankment portion of old line code 1420 for thousands of carloads per year into mid-1980's

F - Conrail document indicating that Conrail unilaterally reclassified Embankment portion of Line Code 1420 from rail line to "spur" in 1994

G - Jan. 25, 2000 Letter congratulating Conrail on the Embankment's entry into the New Jersey Register of Historic Places on Dec. 29, 1999, and barring state and local agencies from projects that damage it; various city ordinances relating to local landmark status and authorizing condemnation. NOTE: extensive additional historic preservation material is attached to comments dated March 28, 2008, submitted under separate cover

H - Andrew Strauss V.S. - describing claim by Conrail in 2004 that the property was "immune from condemnation," that Strauss conducted research at STB to determine abandonment status, 2004 effort to ascertain abandonment status of Harsimus Branch at STB, and no record of abandonment

I - Robert Cotter V.S. - corroborating that Conrail in 2004

claimed that local eminent domain law was federally preempted, and discussing City's continued interest in property for alternative public uses after the 1999 historic resource determination. Also notes shipper opposition to abandonment in the 1980's.

J - Eleutrio Maldonado V.S. - further corroborating City's interest and Conrail's claim of preemption due to rail status

K - Conrail Letters in 2005 to John Curley (represents City) and Carmine Alampi (represents developer) claiming that Conrail need not obtain abandonment authority due to "spur" status of line

L - John Curley V.S. from Pet. Dec. Order, containing the various 2005 deeds from Conrail to developer describing parcels conveyed as part of a "line of railroad known as the Penn Central Harsimus Branch and identified as Line Code 1420" and setting forth development application to convert property into townhouses

M - July 21, 2006 transcript in 389 Monmouth Street LLC v. Historic Preservation Commission of the City of Jersey City, Superior Ct. NJ -- Hudson County, dkt HUD-L-0000804-06, in which developer's attorney states that if the Embankment is a line of railroad at STB and developer exhausts its appeals, then the developer "do[es] not have title to the property, and we lose the value of ... the approvals that we may have obtained."

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Other relevant exhibits are attached to City et al's March 28, 2008 comments (National Register nomination and many other relevant documents) to STB's SEA in this proceeding, and to City et al's comments dated April 25, 2008 (the attachment contains six Conrail demolition permit joinder signed by Conrail's Vice President and General Counsel). All these materials are available from the STB website, e-library, under filings in this docket. In short, Conrail is actively pursuing demolition permits along with the developer for the Embankment.

Errata: Opposition, p. 18, n.10 citation for James Verified Statement should be Exhibit E rather than Exhibit F. It is already filed in this proceeding as part of the March 28, 2008 comments.

Exhibit A

SECTION A

Designations to ConRail

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

[illegible] designations

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

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

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

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

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

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

Stations and Structures—

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

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

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

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

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

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

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

Work equipment—Transferors' interest in work equipment except:

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

Roadway machinery—Transferors' interest in roadway machinery except:

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

Miscellaneous equipment—Transferors' interest in miscellaneous equipment except:

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

Exceptions and Additions

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

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

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

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

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

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

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

The following additional rail properties of the [illegible] ferors listed are designated for transfer to ConRail:

Transferor

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

The rail properties in Canada owned by the Canada Southern Railro[illegible] the Detroit River Tunnel Co., and the Niagara River Bridge Co. which [illegible] nated in fee to ConRail are subject to the following alternative design[illegible] should be determined that the transfer of properties owned and locate[illegible] ada designated in the FSP cannot be effected under the A[illegible] the stock and lease hold interest of PCTC and Michigan Central in th[illegible] Southern Railroad Co. and Detroit River Tunnel Co., the leasehold [illegible] the Penn Central and the stock interest of Canada Southern (if per[illegible] law) in Niagara River Bridge Co. are designated for transfer to ConR[illegible]

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

Mahoning Coal R.R. Co.

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

Michigan Central Railroad

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

Peoria & Eastern Railway Co.

The transferor's stock interest in the Peoria & Pekin Union Railw[illegible]

St. Lawrence and Adirondack Railway Co.

The designation of the rail properties of the St. Lawrence & Adir[illegible] way Co. to ConRail is subject to the following alternative desig[illegible] should be determined that the transfer designated in the FSP, if [illegible] and located in Canada, cannot be effected under the Act, then th[illegible] and stock interests of the Penn Central in the St. Lawrence and [illegible] Railway Co. are designated for transfer to ConRail.

Indianapolis Union Railroad

The transferor's leasehold interest in the Indianapolis Belt Railroa[illegible]

Norwich & Worcester Railroad Co.

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

Both the designation to ConRail and the designation to Providen[illegible] ter of rail properties of the Norwich & Worcester Railroad Co. are [illegible] condition that if within 60 days of the effective date of the FSP th[illegible] Worcester has presented to USRA a sound plan to operate the rail lin[illegible] on and after conveyance date, which would maintain the same [illegible] as the designations would provide, then these designations will not [illegible]

Manor Real Estate

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

Philadelphia, Baltimore & Washington Railroad Co.

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

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

The Transferor's interest in the Wilmington Heavy Repair Shop [illegible] the Edgemoor Yard.

Cleveland, Cincinnati, Chicago and St. Louis

The transferor's leasehold interest in the Central Railroad of Ind[illegible]

Penn Truck Lines

The transferor's interest in all highway revenue equipment leased [illegible] sior Truck Leasing Corp., subject to the lease designation standard[illegible] Chapter 8; all franchises, licenses and other operating authorities, [illegible] to acquire other Penn Truck Lines interests in other equipment [illegible] property; with such authorities, and option limited, however, to [illegible] useful in connection with operations to be conducted by ConRail.

[illegible] and additions to designations are [illegible] the transferors whose names [illegible] part of this section.

[illegible] *Transportation Co.*

[illegible] to ConRail, an option to purchase Trans- [illegible] USRA Line Code No. 434 between Howe [illegible] Project C&NW 434 in Table D-8 of Section G of [illegible]

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

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

[illegible] all the following yards which is out- [illegible] System Plan Map Compendium available [illegible] of the Association.

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

[illegible] following yards are not designated for transfer

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

[illegible] transferor's interest in the marine terminal [illegible] Ivy City, N.J. is designated for transfer [illegible]

[illegible] *machinery, enginehouses, fuel stations and [illegible] (maintenance facilities) not otherwise designated [illegible] authorities*

[illegible] service facility at Three Rivers, Mich. [illegible] to ConRail.

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

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

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

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

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

• *equipment*

Type	Identification Number	Finance Method	Agreement Number
MU-Electric	800-805	Leased	718
"	807-821	"	718
"	850-860	"	718
"	863-869	"	718
"	880-889	"	718

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

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

Type	Identification No.
EMD GP-7	6821-6827
EMD GP-9	7621-7640

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

Type	No. of Units	Identification Number	Finance method	Agreement number
Flat TOFC	100	008700-008799	Lease	672
Flat TOFC	100	008800-008899	Lease	672
Flat TOFC	100	008900-008999	Lease	671
Flat TOFC	100	009300-009399	Lease	670
Flat TOFC	100	009600-009699	Lease	669
Flat TOFC	050	009800-009849	Lease	668
Flat TOFC	019	009907-009923	Lease	668
Flat TOFC	028	009700-009799	(Unnumbered)	

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

Type	Name or Identification Numbers	Number of Units
1960 Tug Boats	Cincinnati	1
1960 Tug Boats	New York	1
1960 Tug Boats	Harrisburg	1
1960 Tug Boats	Pittsburgh	1
1930 Car Floats	70	1
1927 Car Floats	73	1
1953 Car Floats	80-84	2
1944 Car Floats	640	1
1945 Car Floats	642-645	3
1966 Car Floats	669	1

Highway revenue equipment—

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

Transferor—Penn Central Transportation Co.—Con.

- *materials and supplies*
  - Transferor's interest in materials and supplies in the stationery storehouse in Cleveland, Ohio are designated for transfer to ConRail.
- *administrative assets*
  - Transferor's leasehold interest in the following buildings is designated for transfer to ConRail.

    6 Penn Center Plaza, Philadelphia, Pa.

    15 N. 32nd Street, Philadelphia, Pa.

    31 East Georgia St., Indianapolis, Ind.
- *other*

  Stock—
  - Transferor's stock interest in the following corporations:

    Belt Railway Co. of Chicago

    Illinois Terminal Railroad

    Peoria & Pekin Union Railway

    Detroit Terminal Railroad

    Toledo Terminal Railroad

    Indiana Harbor Belt Railroad

    Calumet Western Railroad

    Akron & Barberton Belt Railroad

    Monongahela Railway

    Trailer Train Company

    Fruit Growers Express Co.
  - An option (described in Chapter 8) to purchase transferor's interest in the stock of the following corporations:

    Lakefront Dock & Railroad Terminal Company

    Richmond-Washington Co.

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

- Trackage rights reserved by transferor for operating freight and passenger service over the rail properties sold to the Commonwealth of Massachusetts and MBTA.
- Trackage rights reserved by transferor for freight and passenger service under the West End Agreement with the Connecticut Transportation Authority and Metropolitan Transportation Authority.
- Trackage rights reserved by transferor for freight and passenger operations under the Hudson/Harlem lease agreement.
- All other trackage rights reserved by transferor and currently used by it in its operations over lines sold or leased by it to public authorities.
- Trackage rights in the transferor's leasehold interest in three specific line segments of the New York and Harlem Railroad Company as indicated in the Rail Lines Table.
- Transferor's leasehold interest in the following railroads:

  Amsterdam, Chuchtanunda and Northern Railroad,

  Central Railroad of Indianapolis.
- Transferor's leasehold and stock interest in the St. Lawrence & Adirondack Railway Company are designated for transfer to ConRail only if it should be determined that the transfer of Canadian rail properties of the St. Lawrence & Adirondack Railway Company to ConRail as designated in the FSP cannot be effected under the Act.

Transferor—Reading Company

- *equipment*

  There is designated for transfer to ConRail:

  Nonpassenger service locomotives—Transferor's interest in the following passenger service locomotives:

Type	No. of Units	Identification No.	Finance Method
GP7	1	620	Unencumbered
GP7	1	622	"
GP7	1	623	"
GP7	1	624	"
GP7	13	625-638	"
GP7	1	639	"

  Freight cars—
  - Transferor's interest in approximately 1,100 hopper cars [illegible] construction.
- *materials and supplies*

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

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

Transferor—Lehigh Valley Railroad

- *road properties*

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

Name	Location
Jersey City	Jersey [illegible]
Sayre	Sayre [illegible]

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

Name	Location
Jim Thorpe	Jim Thorpe [illegible]
E. Claremont	Jersey [illegible]
Geneva	Geneva [illegible]
Rochester	Rochester [illegible]
E. Buffalo	Buffalo [illegible]
Suspension Bridge	Niagara [illegible]
Manchester	Manchester [illegible]

Transferor—Central Railroad of New Jersey

- *road properties*

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

Name	Location
E-Port	Elizabeth [illegible]

Transferor—Erie Lackawanna

- *road properties*

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

  There is designated for transfer to ConRail Transferor's [illegible] related materials and supplies at Hoboken, N.J.
- *administrative assets*

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

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

[illegible] support such activity are not crucial since [illegible] that a railroad has operated along the [illegible] years is evidence that it possesses enough [illegible] to support its operations. And the Act, [illegible] contemplates the transfer of such properties. [illegible] section 303(b) of the Act, the railroads in re[illegible] will convey all their right and interest [illegible] designated for transfer free and clear of [illegible] encumbrances. This makes unnecessary, [illegible] designation and conveyance purposes, the [illegible] expenditure of time and money required to sut[illegible] and search title records.

[illegible] and local needs are best served by hon[illegible] utility easements, crossing agreements, [illegible] and other operating and joint facility [illegible] insofar as they relate to the particular prop[illegible] These arrangements are therefore gen[illegible] in the designations under the FSP. [illegible] intended by these designations, however, to [illegible] any way the exercise by any designee of [illegible] or renegotiation rights pertaining to [illegible] ments whether arising through operation [illegible] from the agreement itself.

[illegible] *Rail Lines and Related Facilities.*—The [illegible] and real-estate records did not pro[illegible] for developing an inventory of the rail[illegible] adequate for USRA's use.

[illegible] complete existing inventory was found to be [illegible] Central Engineering Department records, [illegible] a unique four-digit code, called a line code, [illegible] individual railroad line. Using this system as a [illegible] USRA and its consultants developed unique line [illegible] for lines of the other railroads under [illegible] could be easily used with the Penn Cen[illegible]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[53] Fences, snowsheds and signs means such properties which can be carried in Account 18 and includes such fences as right-of-way fences and snow and sand fences, farm gates, cattle guards, wing fences, aprons, and hedges, on property not previously fenced, excluding those around stockyards, fuel stations, stations and shop grounds, and building sites; snowsheds, such signs as boundary signs, bridge-caution signs, crossing signs, curve and elevation markers, division-limit signs, mileposts, monuments, safety-first signs at crossings, section limit signs, slow or stop signs, tunnel-caution signs, whistle signs and yard-limit signs.

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

[55] Signals and interlockers means such properties which [illegible] carried in Account 27 and includes interlocking and other [illegible] apparatus for governing the movements of locomotives, cars, and [illegible] and for the protection of traffic at crossings, including tow[illegible] other buildings, furniture, fixtures, and machinery in connection [illegible] with; roadway installations for train control and remote [illegible] buildings and machinery of power plants used primarily for t[illegible] duction of power for the operation of signals and interlockers, [illegible] ing such items as automatic-train control devices other than o[illegible] ment call-bell systems along track to call in flagman, electric cal[illegible] car-retarder systems, centralized traffic control, crossing flas[illegible] signals, highway and railway crossing gates, crossing signal[illegible] crossing warning signals, interlocker buildings and machinery [illegible] apparatus primarily for the operation of signals and interlockers [illegible] distribution lines primarily for the operation of signals and [illegible] lockers, signal buildings, signal machinery, poles and foundatio[illegible] train-order signals.

[56] Power plants mean such properties which can be carried in A[illegible] 29 and includes power-plant and substation buildings; air [illegible] tions other than those special to particular machines and app[illegible] and also dams, canal, pipe lines, and accessories devoted to the [illegible] tion of water for power, gas and sewer pipes and their con[illegible] fixtures (including wiring) for lighting and heating, and furni[illegible] miscellaneous fixtures and such power plant structure items a[illegible] ings, coal bunkers, pockets and trestles, fences (other than righ[illegible] boundary fences), fixtures for lighting (including wiring) and [illegible] power-plant buildings, foundations (except special foundatio[illegible] machines and other apparatus), fuel-oil tanks, furniture, h[illegible] appliances for protecting buildings against fire, pavement within [illegible] limits, permanent rights in water supply, platforms, smoke stac[illegible] chimneys and their foundations where distinct from and not re[illegible] boilers, water, sewer, gas, and drainage pipes and connectio[illegible] (but not pumps); and such dam, canal, and pipeline items as aq[illegible] bridges, fences (other than right-of-way boundary fences), foot[illegible] reservoirs, roadways, sluices, valves, and water rights.

[57] Power transmission systems means such properties which [illegible] carried in Account 31 and includes systems for conveying ele[illegible] steam, and compressed air from producing plants to place of [illegible] where used; also conduits and poles, cross arms, insulator pin[illegible] ets, and other pole fixtures, and other structures for power-tran[illegible] and distribution systems, including those for electric railway [illegible] tion, and lighting systems for general lighting purposes, a[illegible] items as air pipeline in car yards, compressed air pipelines, com[illegible] air storage tanks (not at power houses or shops), cut-outs [illegible] power houses and substations), overhead trolley wires, rail-in[illegible] devices, steam-heating pipelines in car yards, switchboards [illegible] power houses and substations), third-rail insulation and pro[illegible] transformers (not at power houses and substations), under[illegible] power tubes, braces and other supports for holding poles in p[illegible] brackets, cross arms, and other pole fixtures, conduits for wi[illegible] cables, cutting and trimming trees, guy stubs and wires, ma[illegible] poles and towers, sewer traps, and stenciling or painting let[illegible] numbers on poles.

[58] Power plant machinery means such properties which can be c[illegible] in Account 45 and includes machinery and other apparatus in [illegible] plants and substations for generating and transforming pow[illegible] for the operation of trains and cars or to furnish power, h[illegible] light for stations, shops, and general purposes, and also the [illegible] foundations special to particular machines or other apparatus a[illegible] items as air, compressors, ash-conveying machinery, battery-ch[illegible] apparatus, boiler-room appliances and tools, boilers and fittings, [illegible] breakers and furnaces, lubricating devices, mechanical stokers, [illegible] stacks on boilers, refrigerating machinery and apparatus, rotar[illegible] vertors, sewer connections for machinery, coal-conveying machine[illegible] dessers, cranes, draft machinery, dynamos, engine-room appl[illegible] and tools, feed water heaters, special foundations for machines, [illegible] distribution systems within the plant switchboards, tanks, th[illegible] trailers, and trucks, permanently assigned to the power plants, [illegible] formers, turbines, water meters, and well pumps.

[illegible] customarily used for railroad convey- [illegible] are all items associated with the rail [illegible] be recorded in ICC account numbers 1 [illegible] and not otherwise designated for [illegible] under this chapter or specifically [illegible]

[illegible] specific rail lines are designated [illegible] for to ConRail, profitable railroads, [illegible] public authorities in accordance with sub- [illegible] through (D) of section 206(c)(1). As has [illegible] designations of rail lines in accordance with [illegible] suitable for other public purpose use [illegible] Section C-2.

[illegible] Agreements Associated with Rights of [illegible] operating railroads are successors [illegible] the case of Penn Central, hundreds of [illegible] whose lines were separately con- [illegible] *the 19th and early 20th century. This* [illegible] as well as changes in operating pat- [illegible] years caused the various railroads to [illegible] ("Operating Agreements"),[80] re- [illegible] joint use of tracks, terminals and other [illegible] *generally, such agreements provide for* [illegible] right of one railroad to operate trains [illegible] of another railroad between certain [illegible] the shared use of a particular facility [illegible] interlocking tower or stations) by two [illegible] roads. Railroad consolidations and aban- [illegible] increased the number of such arrangements [illegible] years, and thousands of such agreements [illegible]

[illegible] USRA attempted to assemble a full, comprehensive [illegible] of such agreements from the railroads' exist- [illegible] records, but those records were inade- [illegible] that purpose. USRA was able, however, to [illegible] Penn Central's computerized system for moni- [illegible] reporting joint facility debits and credits. [illegible] also includes an inventory showing the [illegible] involved and a brief description of the serv- [illegible] To the extent available, some listings were [illegible] by the other railroads but, in general, [illegible] did not provide the information needed [illegible] accurate inventory. The information available [illegible] consequently, is inadequate to assess the value [illegible] agreements and the desirability of their trans-

[illegible] communication systems property can be associated [illegible] specific site, a specific piece of equipment, or generally associated [illegible] system-wide operation or function. The designations here deal [illegible] with the communications equipment installed or customarily used [illegible] rail lines. Communications equipment at other facilities, [illegible] associated with a *particular rail line (switch-boards in terminals)*; [illegible] communications gear installed in equipment (such as in loco- [illegible]); communications equipment which may not be associated [illegible] any particular site or equipment (mobile radios, transmitters) [illegible] designated for transfer with those assets where to do so provides [illegible] logical basis for allocation.

[illegible] operating agreements refers to those agreements and arrangements [illegible] *to more than one railroad's use, operation, control or access to* [illegible] tracks, terminals, interlocking towers, or other facilities related to rail [illegible] services.

fer under the FSP. *Information is lacking on such* basic provisions of these agreements as cancellation provisions and established charges. The collection of such a comprehensive inventory will require an item-by-item check through the agreements themselves.

To the extent agreements are known to USRA, they have been correlated with the User File and are now associated with the line codes.[81] The information now available usually includes agreement identification number, location of agreement by line segment and milepost, railroads involved and a brief summary of the service or rights covered.

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

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

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

Facilities and Other Road Properties

Apart from rail lines and associated assets, the other main grouping of road property assets is facilities. These assets have been divided for analysis into yards and maintenance and service facilities, intermodal terminals, marine facilities, rail welding facilities and stations and other structures.

Yards and Maintenance and Service Facilities.—In designing a restructured system, USRA has designated a system of yards and facilities adequate for system operations and for the servicing and maintenance of rolling stock designated to the various transferees. Yards are by no means uniform; they range in size from

[81] *New line codes have been created for tracks or facilities on line* segments not previously included in the User File usually involving the railroads' right to operate over the track of other railroads.

INTERESTS DESIGNATED TO CONRAIL

LINE CODE	FROM STATION	TO STATION	MP1	MP2	BRANCH NAME	REMARKS
TRANSFEROR: ST. LAWRENCE & ADIRONDACK RY. CO.						
8756	INT BOUNDARY	HUNTINGDON	10.3	17.9	HALOUE SEC	LINE TO CRC
8756	HUNTINGDON	ADIRONDACK JCT	17.9	56.9	MONTREAL BR	LINE TO CRC
TRANSFEROR: SHAMOKIN VALLEY & POTTSVILLE R. R. CO.						
1347	SUNBURY EAST	SUNBURY & ST	0.0	0.2	SHAMOKIN SEC	LINE TO CRC
1347	PAXINOS	SHAMOKIN	12.0	16.2	SHAMOKIN SEC	LINE TO CRC
1347	POLTON	SARCH JCT	23.0	26.0	SHAMOKIN SEC	LINE TO CRC
TRANSFEROR: TROY & GREENBUSH R. R. ASSN.						
4735	RENSSELAER CPJ	TROY	0.0	5.7	TROY SEC	LINE TO CRC
TRANSFEROR: UNION R. R. CO. OF BALTIMORE						
1260	SCHUBERT ST	SUTTON	0.0	3.3	UNION BR-BEAR CK	LINE TO CRC
TRANSFEROR: UNITED N. J. R. R. & CANAL CO.						
1128	TRENTON MAIN	TRENTON NG	0.2	1.4	BELVIDERE BR	LINE TO CRC
1128	TRENTON NG	BILFORD	1.4	34.4	BELVIDERE BR	LINE TO CRC
1128	BILFORD	PHILLIPSBURG	34.4	50.7	BELVIDERE BR	LINE TO CRC
1128	PHILLIPSBURG	BELVIDERE	50.7	64.3	BELVIDERE BR	LINE TO CRC
1128	BELVIDERE	BELVIDERE	64.3	65.3	BELVIDERE BR	LINE TO CRC
1125	CAMDEN	DELAIR	0.9	5.0	BORDENTOWN BR	LINE TO CRC
1125	DELAIR	BORDENTOWN VE	5.0	16.0	BORDENTOWN SEC	LINE TO CRC
1125	BORDENTOWN VE	BORDENTOWN ZO	16.0	26.7	BORDENTOWN SEC	LINE TO CRC
1125	BORDENTOWN ZO	WINDSOR	26.7	37.9	BORDENTOWN SEC	LINE TO CRC
1126	TRENTON	BORDENTOWN	0.0	6.0	BORDENTOWN BR	LINE TO CRC
1166	FLORENCE	CLIFF STREET	0.0	0.9	FLORENCE BRANCH	LINE TO CRC
1167	BORDENTOWN BR	PETTY ISLAND	0.0	2.0	PETTY ISLAND BR	LINE TO CRC
1168	FLORENCE	FLORENCE	0.0	1.6	TORNICKEN BR	LINE TO CRC
1020	JERSEY CITY	HARRISON	1.0	7.8	HARRISON BRANCH	LINE TO CRC
1021	NA-S	KEARNY	0.0	4.4	PASSAIC BRANCH	LINE TO CRC
1422	GA-S	GREENVILLE "EAT"	0.0	0.2	GREENVILLE BR	LINE TO CRC
1422	GREENVILLE "EAT"	GREENVILLE TR	0.2	6.5	GREENVILLE BR	LINE TO CRC/ER TO OTHERS
1423	WATSON	PERTH AMBOY	0.0	5.9	PARWOODBRIDGE BR	LINE TO CRC
1425	SO ARMCY JCT	JAMESBURG JN	8.5	13.6	ARMY SEC TK	LINE TO CRC
1426	KIDDAY	JAMESBURG	0.0	5.0	JAMESBURG BR	LINE TO CRC
1426	JAMESBURG	JAMESBURG JN	3.0	5.5	JAMESBURG BR	LINE TO CRC
1428	NEW BRUNSWICK	MIDDLESEX	0.0	3.0	GILLSTONE BR	LINE TO CRC
1429	BOUNDARY JCT	MIDDLEY 26	0.0	2.7	KINGSTON BR	LINE TO CRC
1431	HARRISON	HARRISONPLATA	0.0	1.0	CENTER ST BR	LINE TO CRC
1432	HOBOKEN	HARRISON	0.0	1.4	HARRISON BR	LINE TO CRC
1433	BUTCHER	BOUNARTON	0.1	1.7	BORDENTON BR	LINE TO CRC
1434	HEADONS YD	FED SHIP YD	0.0	0.9	HEADONS TK SC. 1	LINE TO CRC
1436	HEADONS YD	LINCOLN HWY	0.0	0.9	HEADONS TK NO. 2	LINE TO CRC
1437	JAMESBURG	HIGHTSTOWN	13.6	21.7	HIGHTSTOWN SEC	LINE TO CRC
1438	HARRISON	SUSSEX ST	0.0	0.6	ROSE & NEW CCYN	LINE TO CRC
1439	BUSTER	RED	0.0	1.7	WEST NEWARK BR.	LINE TO CRC
1440	JERSEY CITY	JERSEY CITY	0.0	1.3	HOBOKEN ST BR	LINE TO CRC
1441	JERSEY CITY	CROXTON YE.	0.0	2.0	SUSQUEHANNA CONN.	LINE TO CRC
1455	KILBUR	COAL POST YE.	0.0	2.1	KILBUR BR.	LINE TO CRC
1456	TRENTON	COAL POST YD.	0.0	4.1	BETTERPUZER BR.	LINE TO CRC
1457	HELBEL BR.	BORDENTOWN YD.	0.0	1.0	SO. TRENTON BR.	LINE TO CRC
1458	"CK"	HARRIS CREEK	0.0	0.3	HARRIS CREEK BR.	LINE TO CRC
1460	ICKNORC	PIGI	0.0	0.2	ROSSURG BR.	LINE TO CRC
TRANSFEROR: CHICAGO, KALAMAZOO & SAGINAW RY. CO.						
5344	PARCHMENT	MOSEL ROAD	42.3	42.7	CEGS BR	LINE TO CRC
5344	MOSEL ROAD	KALAMAZOO	42.7	43.9	CEGS BR	LINE TO CRC
5344	KALAMAZOO	PAVILION JCT	43.9	45.7	CEGS BR	LINE TO CRC
TRANSFEROR: JOLIET & NORTHERN INDIANA R. R. CO.						
3233	HAMMOND	IN/IL ST LINE	11.8	15.6	JOLIET BR	LINE TO CRC
3233	IN/IL ST LINE	HAYNESCO	15.6	24.8	JOLIET BR	LINE TO CRC
TRANSFEROR: MANCHESTER & SHEBANGO VALLEY CO.						
2443	BOUGRECH JCT CP52	PARRELL EL BR	0.0	5.0	SHABCH BR	LINE TO CRC
TRANSFEROR: NIAGARA RIVER BRIDGE CO.						
5104	NEAR BRIDGE	INT BOUNDARY	0.0	0.2	MAIN LINE	LINE TO CRC
5104	FALLS VIEW	BROOKFIELD	0.0	10.0	MAIN LINE	LINE TO CRC
5104	INT BOUNDARY	FALLS VIEW	0.2	2.7	MAIN LINE	LINE TO CRC
TRANSFEROR: PENN CENTRAL TRANSPORTATION CO.						
1121	GLENDALE	DUNLAP	0.0	41.0	TRENTON BR	LINE TO CRC
1121	DUNLAP	HOPPIN	41.0	46.0	TRENTON BR	LINE TO CRC
1122	CAYE	THORN	23.7	34.3	PHILADELPHIA	LINE TO CRC

Exhibit B

TRACK CHART

PENNSYLVANIA RAILROAD
EASTERN REGION

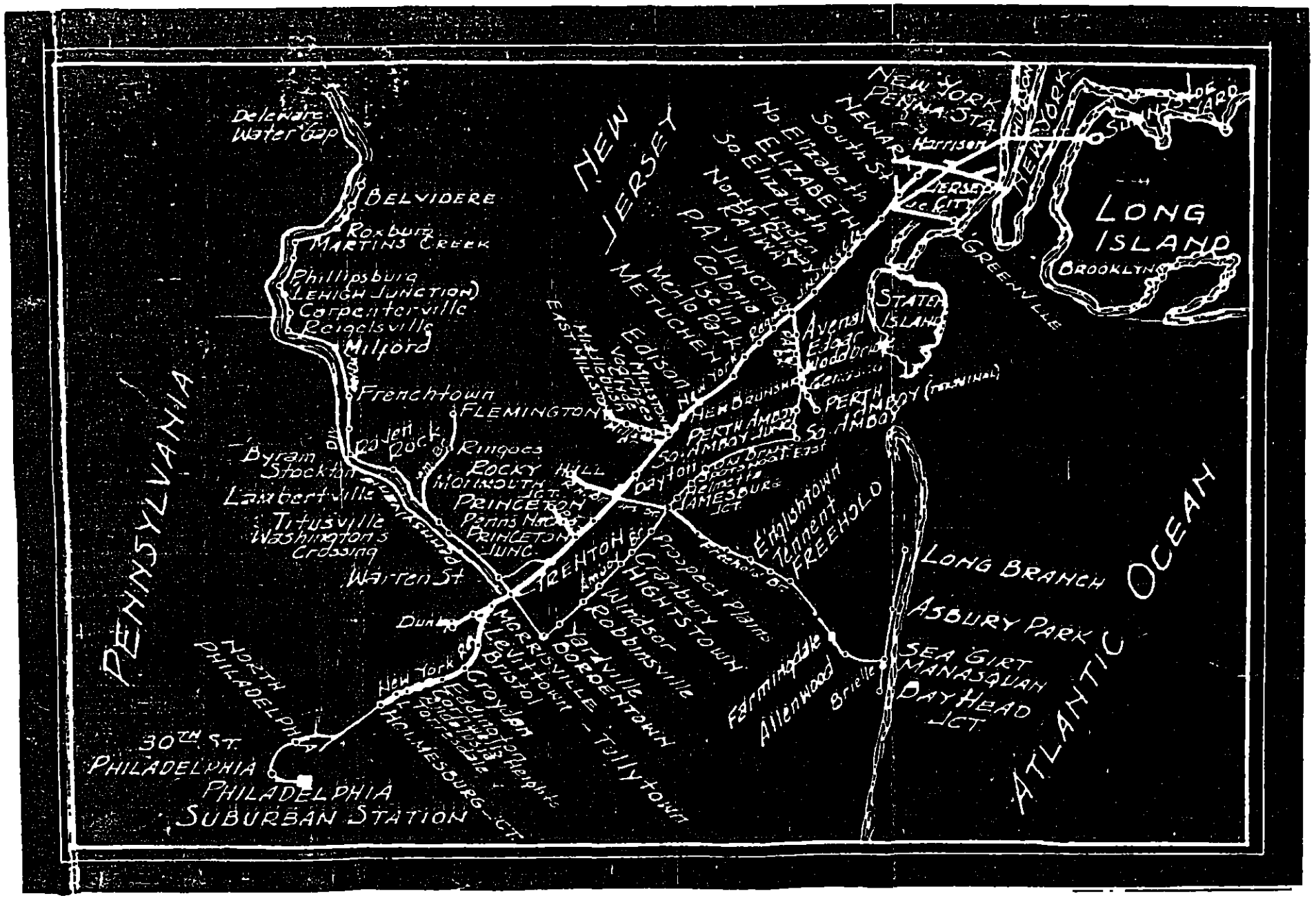
NEW YORK DIVISION

NEW YORK
TO
PHILADELPHIA

JERSEY CITY
TO
NEWARK

AND
BRANCHES

NEW YORK, N.Y.
SCALE 1 IN. = 5000 FT.
CORRECT TO DEC. 31, 1965



PENNSYLVANIA
NEW JERSEY
ATLANTIC OCEAN
LONG ISLAND
BROOKLYN
NEW YORK
PENNA STA
NEWARK
South St
Harrison
JERSEY CITY
GREENVILLE
STATEN ISLAND
Delaware Water Gap
BELVIDERE
Roxburg
MARTINS CREEK
Phillipsburg
LEHIGH JUNCTION
Carpenterville
Reigelsville
Milford
Frenchtown
FLEMINGTON
Byram
Stockton
Lambertville
Titusville
Washington's Crossing
Warren St
Ringoes
ROCKY HILL
MONMOUTH JCT.
PRINCETON
Penns Neck
PRINCETON JUNC.
TRENTON
Dunlap
New York Rd
NORTH PHILADELPHIA
30TH ST.
PHILADELPHIA
PHILADELPHIA SUBURBAN STATION
HOLMESBURG JCT.
Croydon
Eddington Heights
Cornwells
Andalusia
Torresdale
Levittown
Bristol
MORRISVILLE
Tullytown
Yardville
BORDENTOWN
Windsor
Robbinsville
Cranbury
HIGHTSTOWN
Prospect Plains
Dayton
JAMESBURG JCT.
Helmetta
PERTH AMBOY
So. AMBOY
Avenal
Edgar
Woodbridge
PERTH AMBOY (TERMINAL)
NEW BRUNSWICK
Edison
Millstone
Vogrhees
Middlebush
EAST MILLSTONE
Menlo Park
METUCHEN
Colonia
Iselin
P.A. JUNCTION
RAHWAY
North Linden
So. Elizabeth
ELIZABETH
No. Elizabeth
Harrison
Farmingdale
Allenwood
Brielle
Englishtown
Tennent
FREEHOLD
LONG BRANCH
ASBURY PARK
SEA GIRT
MANASQUAN
BAY HEAD JCT.

LEGEND

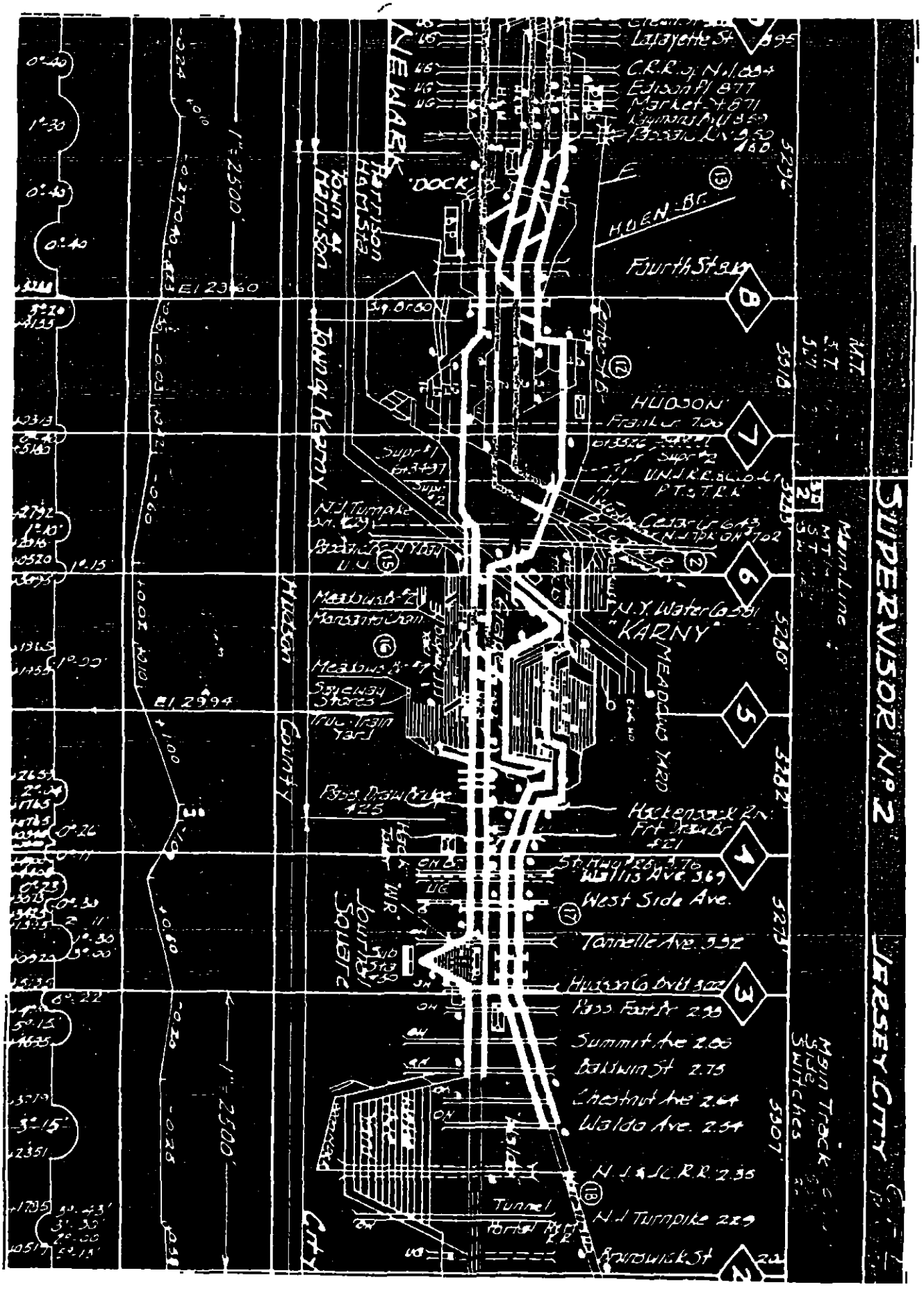
PASS. STA. BRICK FRAME SHELTER
FGHT. STA. " " "
INTERLOCKING TOWER
BLOCK STATION
BLOCK LIMIT STATIONS
WATCH BOX
TOOL HOUSE
TELEPHONE BOOTH OR BOX
ASH PIT
PUBLIC ROAD XING GRADE
PRIVATE " " "
OVERHEAD CROSSING
UNDERGRADE CROSSINGS
STREAM XINGS & CULVERTS
SIGNAL BRIDGES
DRAW BRIDGES
LIFT BRIDGES
WATER STATIONS
WATER TANKS
WATER PLUGS
DRAGGING EQUIPT. DETECTORS
TRACK PANS
POWER HOUSE & SUB STATIONS
YARD LIMIT
SIGNAL MAST
TUNNEL

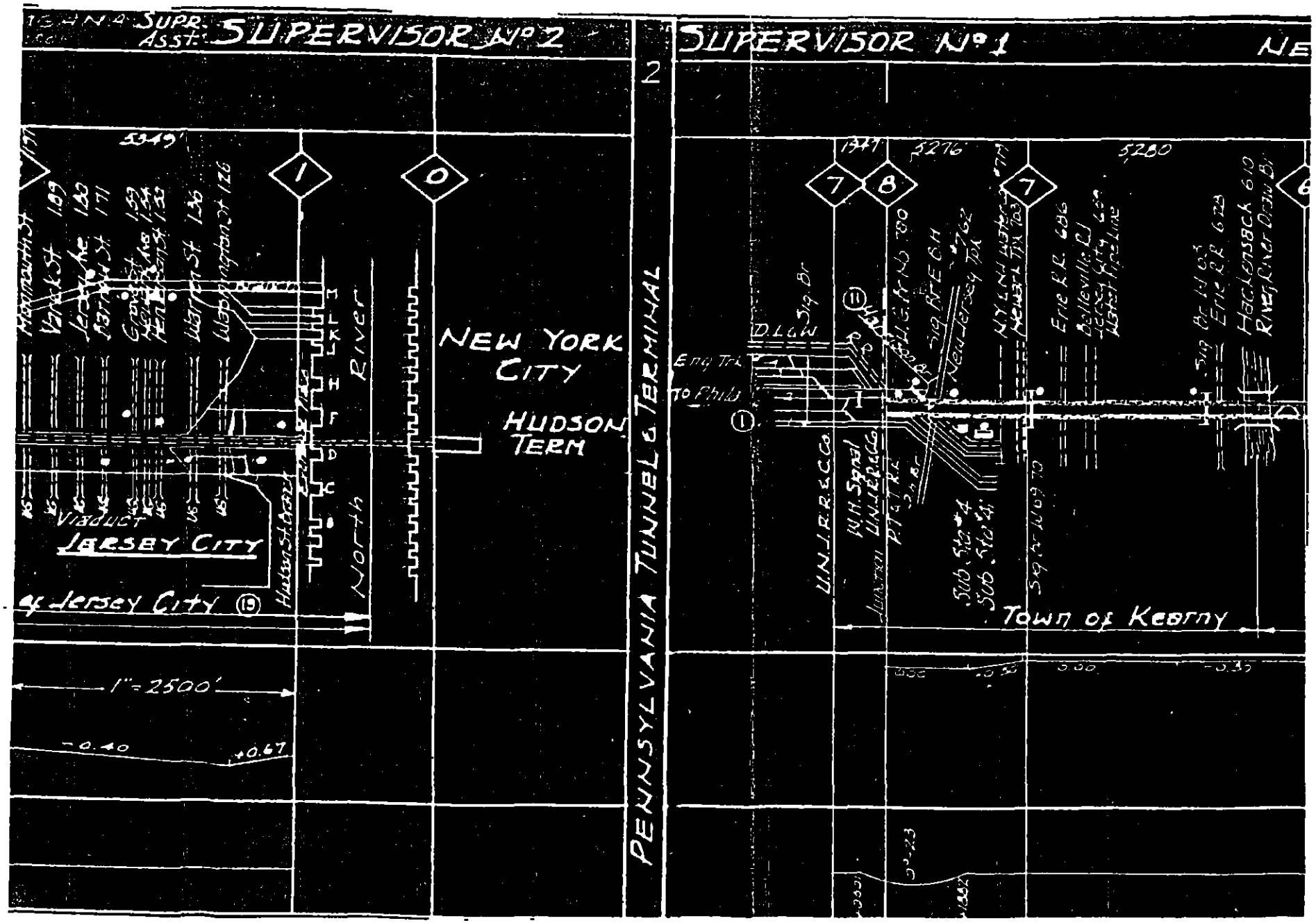
155 LB. RAIL	RED
152 LB. RAIL	PURPLE
140 LB. RAIL	BLACK
133 LB. RAIL	BROWN
131 LB. RAIL	GREEN
130 LB. RAIL	WHITE
127 LB. RAIL	DASHED BROWN
125 LB. RAIL	DASHED YELLOW
112 LB. RAIL	GREEN DASHED
100 LB. RAIL	YELLOW
85 LB. RAIL	DASHED RED
LESS THAN 85 LB.	DASHED BLACK

CONTINUOUS WELDED RAIL
HOT BOX DETECTOR

INDEX

No	LINE OR BRANCH	Sup
32	BELVIDERE-DELAWARE BRN.	5
8	BONHAMTOWN BRANCH	3
24	BORDENTOWN "	5
3	BRISTOL OLD LINE	4
22	AMBOY BRANCH	3 & 5
12	CENTRE STREET BRANCH	1
29	ENTERPRISE "	5
30	FLEMINGTON "	5
25	FREEHOLD BRANCH	5
11	HARRISON BRANCH	1
13	HARRISON & E. NEWARK BRN.	1
18	HARSIMUS BRANCH	2
19	HUDSON ST. BRN. JERSEY CITY	2
26	JAMESBURG BRANCH	3
1	MAIN LINE UNJRR&C CO-P&T.R.R.	1 & 2
2	" " PT&T R R	1
31	MARTINS CREEK BRANCH	5
16	MEADOWS BRANCH NO.1 & NO.2	2
17	SUSQUEHANNA CONNECTING BRN.	2
28	MILLHAM BRANCH	5
7	MILLSTONE "	3
14	GREENVILLE BRANCH	2
15	PASSAIC BRANCH	2
9	PERTH AMBOY & WOODBRIDGE BR.	3
5	PRINCETON BRANCH	4
6	ROCKY HILL-KINGSTON BRN.	3
27	SOUTH TRENTON BRANCH	5
4	TRENTON BRN.-W. MORRISVILLE YD.	4
21	37TH STREET YARD N.Y. CITY	2
10	WEST NEWARK BRANCH	2


SUPERVISOR No 2
JERSEY CITY
NEWARK
Lafayette St
C.R.R. of N.J. 884
Edison Pl 877
Market St 871
Raymond Blvd 859
Passaic Riv 860
DOCK
HUEN Br.
Fourth St
HUDSON
Frank Cr 700
Cedar Cr 643
N.Y. Water Co 581
"KARNY"
MEADOWS YARD
Hackensack Riv
Frt Draw Br 421
Wallis Ave 369
West Side Ave.
Tonnelle Ave 332
Hudson Co Bvld 302
Pass Foot Br 2.98
Summit Ave 2.86
Baldwin St 2.75
Chestnut Ave 2.64
Waldo Ave. 2.54
N.J. & J.C. R.R. 2.35
N.J. Turnpike 229
Brunswick St
Tunnel
Portal Hert R.R.
Journal Square
Hudson County
Town of Harrison
Town of Kearny
Harrison Hgm Sta
Meadows Br #2
Monsanto Chan
Meadows Br #1
Sayeway Stores
Truc Train Yard
Pass Draw Bridge 425
N.J. Turnpike
Passaic Riv Yard
Main Line
Main Track Side Switches
M.T.
S.T.
El 2360
El 2994
1" = 2500'
1" = 2500'


SUPR. ASST.
SUPERVISOR No 2
SUPERVISOR No 1
2
PENNSYLVANIA TUNNEL & TERMINAL
NEW YORK CITY
HUDSON TERM
North River
JERSEY CITY
Viaduct
of Jersey City
Town of Kearny
1" = 2500'
-0.40
+0.67
5349'
5276
5280
Eng Trk
To Phila
D.L.&W.
Sig. Br
Erie R.R. 686
Hackensack 610
River, River Draw Br.
Sub. Sta. #4
Sub. Sta. #4
Sig. Br. No 69 70
Junction
U.N.J.R.R.&C.Co.
W.H. Signal
New Jersey Tpk
Hudson St. Branch
Warren St 136
Washington St 126
Monmouth St
Varick St 189
Jersey Ave 180
Harrison St 171
Grove St 159
Henderson St 150
Hudson St 126

rrBill

From: "rr*Bill" <rrBill@comcast net>
To: "rrbill" <rrbill@comcast.net>
Sent: Sunday, May 21, 2006 10:49 AM
Subject: ***PC Track Chart dated 1-1-75.

I certify that this is an accurate copy of the Penn Central Railroad Track Chart as shown dated on the cover 1-1-75.

The pages were numbered consecutively by the RR, to insure a complete set was obtained.

One original was created, and all of the distribution was in the form of copies, created by the railroad. This is a copy of the railroad issued copy.

The Line Codes are shown for each page, and also any trackwork that was performed, and the dates of that work offer a duplicate verification.

I was employed by the Pennsylvania RR on June 10, 1965, and worked all over in the New Jersey territory and continued on into the Penn Central merger on 02-01-68, and also worked for Conrail up until 1-1-1983, when NJ Transit split off from Conrail.

I am very familiar with the territory, having worked all tower locations, including KARNY and WALDO, and having toured the many RR areas out of interest.

In PRR and PC times, several through freight trains operated in and out of the Harsimus Cove Terminal area, including: TT-3, TT-6, SWC-1, P-5 and MD-18, in addition to transfer runs and local yard drills.

William F. Strassner
PO Box 359
Barnegat, NJ 08005-0359

William F Strassner
May 21, 2006

Thx, Bill*-*

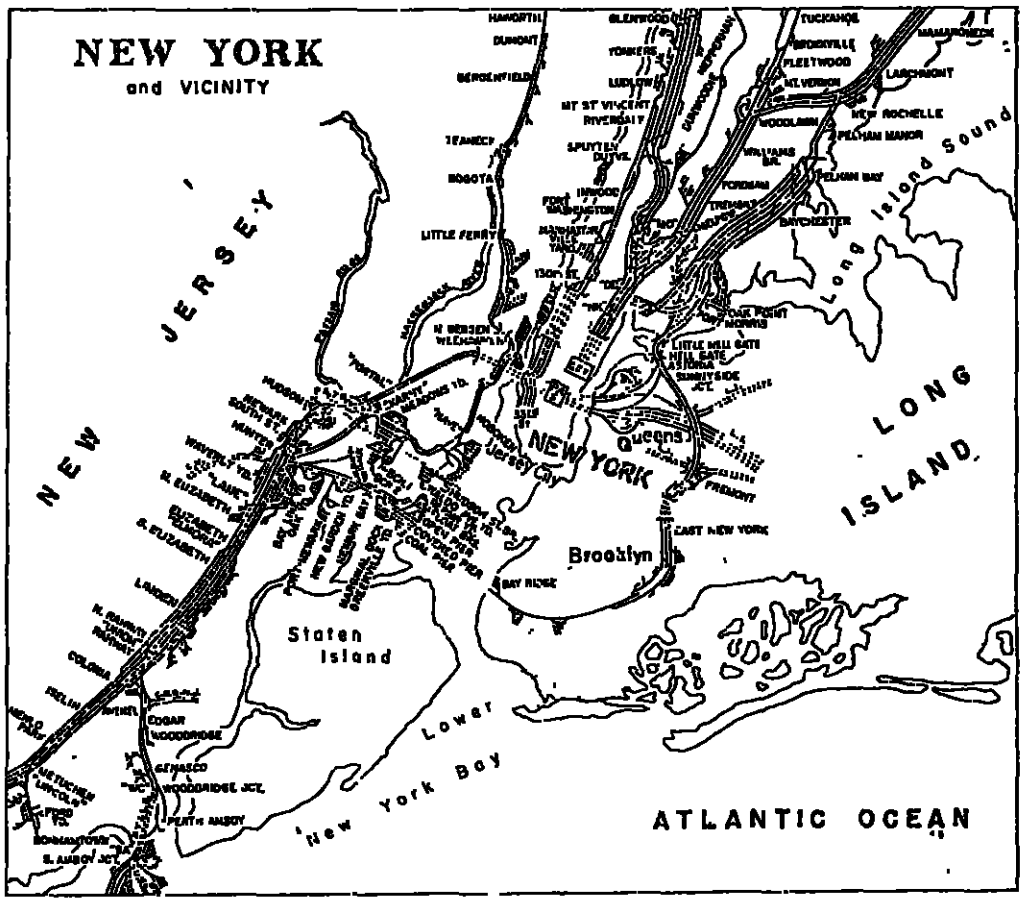
PENN CENTRAL

MAINTENANCE PROGRAM
AND
TRACK CHART

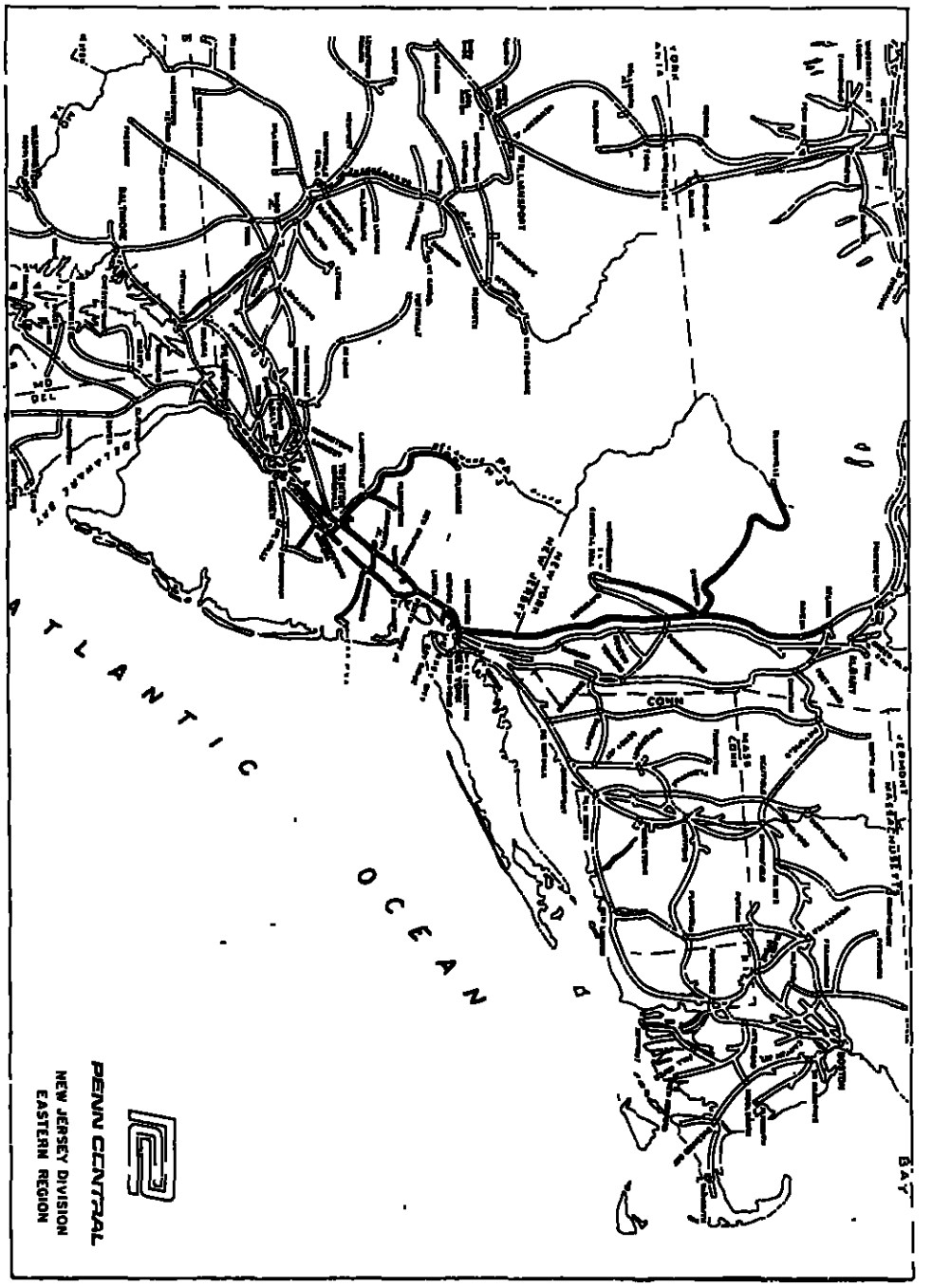
EASTERN REGION

NEW JERSEY DIVISION

CORRECT TO 1-1-75



NEW YORK CITY TERMINAL AREA MAP



NEW JERSEY DIVISION MAP

PROGRAM LEGEND

DATE OF CONDITION PRECEDES CODE (If Known)

CONDITIONS	CODES	
GRINDING	(No.of Passes)	
WELDING	E = Electric	TW = Thermit Weld
	G = Gas	
SURFACING	Machines	
	M = Matisa	R = Railway Maint. Corp.
	W = McWilliams	
	J = Jackson	
	P = Pullman (Mairly on Branch Lines)	
	P = Plasser	
	E = Electromatic	
	EM= Electromatic & Electromatic Jr.	
	T = Tamper	
TIES	(Year Installed Only)	
BARS	HF & HFT = Head Free Toeless	Other Types
	HFF = Head Free Flange	K4
	WC = Crowned Oversize	K6
	W = Oversized	K8
	S = Short Bar or 24" Bar	K24
	SH = Second Hand	
RAIL	W = Welded (Designated by Cross-Hatching)	
	F = Fit	
	C = Cropped	
(See Note Below)	M = Modified	
	MM = Mod. Mang	
	T = Transposed	
BAL. CLEANING	S = Speno	
	B = Brownhoist	
	P = Pullman	
	N = Nordberg	
	M = Mannix	
JOINT STRAIGHTENER	(Year Worked On)	

NOTE: On rail weights of over 100 lbs., the number 1 is dropped.
EXAMPLE: 140 lbs. would be written 40.
The rail weights will precede the year of rail.
EXAMPLE: 131 - 1942 would be written 31-42.
Welded rail will be followed with the letter "W".
EXAMPLE: 40-68W.

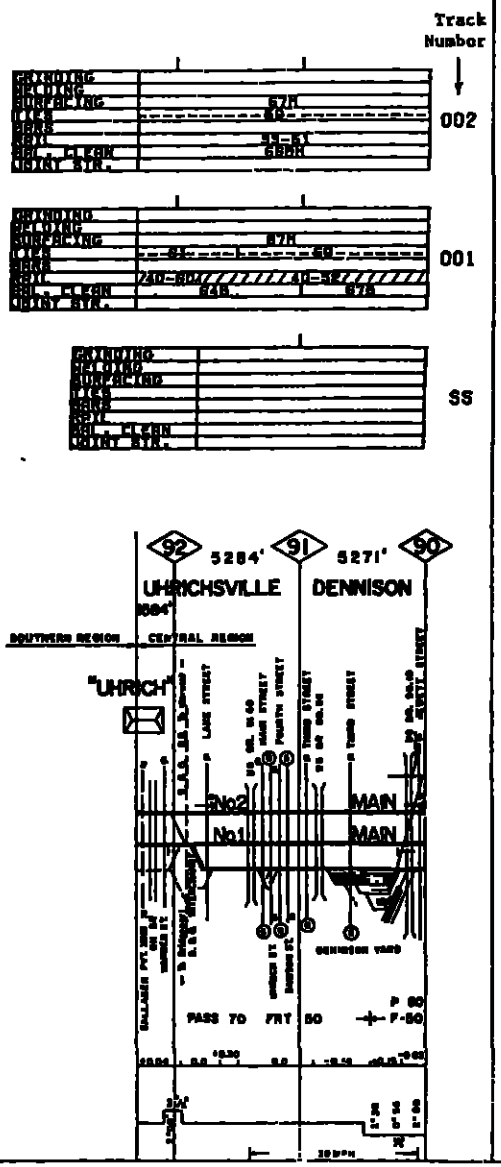
MAINTENANCE PROGRAMMED WORK TO BE DONE THIS YEAR IS DESIGNATED WITH DASHED LINES.

CHART LEGEND

INTERLOCKING TOWER
INTERLOCKING
BLOCK STATION
BLOCK LIMIT STATION
REMOTE CONTROLED SWITCHES
TRAIN ORDER DELIVERY STAFF
PUBLIC ROAD XING (GRADE)
" " " - With Flashers
" " " - With Flashers & Gates
" " " - With Watchman
PRIVATE ROAD XING (GRADE)

YARD LIMIT BOARD
TUNNEL
OVERHEAD BRIDGE
UNDERGRADE BRIDGE
POSITION LIGHT SIGNAL
DRAGGING EQUIPMENT DETECTOR
SPRING SWITCHES
HOT BOX DETECTOR (Pointing direction of traffic)
STATE, COUNTY & TOWNSHIP LINES
TELEPHONE (Booth or Box)
CURVE LUBRICATOR

TYPICAL CHART



CENTRAL REG. MAIN LINE PGH.-ST.L. MP 90.0-MP 92.3 2-2-06

5

NAME	BETWEEN	M.P. TO M.P.	CODE
MAIN LINE (N.Y. TO BOSTON)	N.Y. (PENN STA.) & HAROLD (L.I.R.R.)	0.0 - E4.5	1411
MAIN LINE (N.Y. TO PHILA.)	N.Y. (PENN STA.) & HOLMESBURG JCT.	0.0 - 76.0	1401
RIVER LINE (CP WALDO TO CP 132)	CP WALDO & WEEHAWKEN	4.5 - 0.0	1412
RIVER LINE (CP WALDO TO CP 132)	WEEHAWKEN & CP 132	0.0 - 132.3	1413
AMBOY SECONDARY	S. AMBOY JCT. & JAMESBURG	0.5 - 13.6	1425
BELVIDERE DELAWARE BRANCH	TRENTON & KENT	0.0 - 49.0	1124
BONHAMPTON BRANCH	METUCHEN & BONHAMPTON	0.1 - 1.7	1433
BORDENTOWN SEC.	TRENTON & BORDENTOWN	0.0 - 6.0	1126
BORDENTOWN SEC.	EDGEWATER PARK & BORDENTOWN	16.0 - 26.8	1125
BRISTOL BRANCH (OLD LINE)	BRISTOL, PA.	0.0 - 2.6	1471
CATSKILL MOUNTAIN BRANCH	KINGSTON POINT & BLOOMVILLE	0.0 - 86.5	1436
CENTER STREET BRANCH	HUDSON & CENTER STREET (HARRISON)	0.0 - 0.9	1431
ENTERPRISE BRANCH	COALPORT YARD, TRENTON, N.J.	0.0 - 4.1	1456
FLORENCE BRANCH	FLORENCE & OLIVE STREET	0.0 - 0.9	1466
FREEHOLD SECONDARY	FARMINGDALE & JAMESBURG	8.4 - 27.1	1427
GREENVILLE BRANCH	WAVERLY (WA-5) & GREENVILLE YARD	0.0 - 5.5	1422
HARRISON BRANCH	HARRISON & HARRISON FREIGHT STATION	0.0 - 1.4	1432
HARRISON E. NEWARK CONN.	HARRISON, N.J.	0.0 - 0.6	1438
HARSIMUS BRANCH	JERSEY CITY & KEARNY	1.3 - 7.0	1420
HIGHTSTOWN SECONDARY	JAMESBURG & HIGHTSTOWN	13.6 - 21.7	1437
HUDSON STREET BRANCH	JERSEY CITY	0.0 - 1.3	1440
JAMESBURG BRANCH	MONMOUTH JCT. (M.L.) & JAMESBURG.	0.0 - 5.5	1426
KINGSTON BRANCH	MONMOUTH JCT. (M.L.) & ROCKY HILL	0.0 - 6.3	1429
MARTINS CREEK BRANCH	"CR" & MARTINS CREEK	0.0 - 0.3	1459
MEADOWS BRANCH - TRACK NO. 1	MEADOWS YARD & FEDERAL SHIP YARD	0.0 - 0.9	1434
MEADOWS BRANCH - TRACK NO. 2	MEADOWS YARD & LINCOLN HIGHWAY	0.2 - 0.8	1434
MILLHAM BRANCH	MILLHAM & COALPORT YARD	0.0 - 2.1	1455
MILLSTONE BRANCH	NEW BRUNSWICK & EAST MILLSTONE	0.2 - 6.6	1428
PASSAIC BRANCH	WAVERLY (WA-5) & KEARNY	0.0 - 4.4	1421
PERTH AMBOY & WOODBRIDGE BR.	RAHWAY (UNION) & WOOD	-0.2 - 5.0	1423
PRINCETON BRANCH	PRINCETON JCT. (M.L.) & PRINCETON	0.0 - 3.0	1424
ROBBINSVILLE SECONDARY	BORDENTOWN & WINDSOR	26.8 - 37.9	1125
ROXBURG BRANCH	ROXBURG & P.P. & I. CO.	0.0 - 0.2	1460
SOUTH TRENTON BRANCH	BFL-DEL BR. & BORDENTOWN BR. CONN.	0.0 - 1.0	1457
SUSQUEHANNA CONN. TRACK	JERSEY CITY & CROXTON YD. (E.L.R.R.)	0.0 - 2.0	1441
TRENTON BRANCH	DUNLAP & MORRIS	41.0 - 46.0	1121
*TURNPIKE BRANCH	FLORENCE, N.J.	0.0 - 1.6	1468
WALLKILL VALLEY BRANCH	KINGSTON & MONTGOMERY	0.0 - 32.9	1435
WARREN SECONDARY TRACK	KENT & BELVIDERE	49.0 - 65.3	1124
WEST NEWARK BRANCH	HUNTER (M.L.) & TERMINUS	0.0 - 1.7	1439

* No CHART

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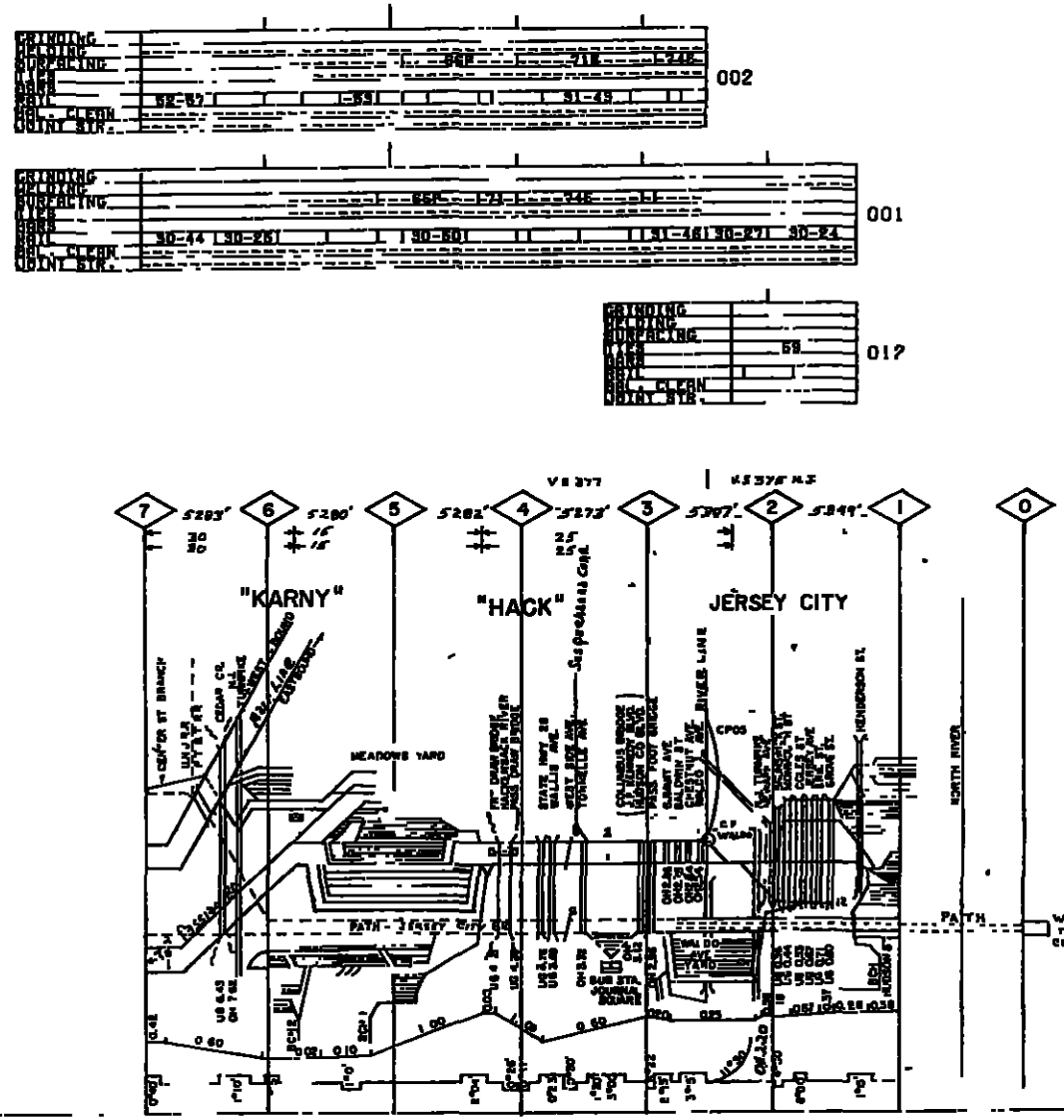


1-4-20 EASTERN REG. HARSIMUS BR. MP 1.3-MP 7.0

ConRail

MAINTENANCE PROGRAM AND TRACK CHART

ATLANTIC REGION

NEW JERSEY DIVISION

CORRECT TO 1-1-76

NAME	BETWEEN	M.P. TO M.P.	CODE
MAIN LINE (N.Y. TO BOSTON)	N.Y. (PENN STA.) & HAROLD (L.I.R.R.)	0.0 - 84.5	1411
MAIN LINE (N.Y. TO PHILA.)	N.Y. (PENN STA.) & HOLMESBURG JCT.	0.0 - 76.0	1401
ML (JERSEY CITY - PHILLIPSBURG)	JERSEY CITY (GREENVILLE) & CP BOYD	2.9 - 36.0	0201
ML (JERSEY CITY - VAN ETTEN)	JERSEY CITY & PORT READING JCT.	0.0 - 35.8	0501
MAIN LINE SOUTH (C.N.J.)	REDBANK & WINSLOW JCT.	38.3 - 104.2	0215
RIVER LINE (CP WALDO - CP 132)	CP WALDO & WEEHAWKEN	4.5 - 0.0	1412
RIVER LINE (CP WALDO - CP 132)	WEEHAWKEN & CP 132	0.0 - 132.3	1413
AMBOY SECONDARY	S. AMBOY JCT & JAMESBURG	0.5 - 13.6	1425
BELVIDERE DELAWARE BRANCH	TRENTON & KENT	0.0 - 16.0	1124
BLOODGOODS BRANCH	CLARK & GARDEN STATE PKY	19.3 - 20.3	0532
BONHAMPTON BRANCH	METUCHEN & BONHAMPTON	0.1 - 1.7	1433
BORDENTOWN SECONDARY	TRENTON & BORDENTOWN	0.0 - 6.0	1126
BORDENTOWN SECONDARY	EDGEWATER PARK & BORDENTOWN	16.0 - 26.8	1125
BRANCH #6	NAT'L DOCKS BR. & BAYONNE	7.8 - 8.5	0536
BRISTOL BRANCH (OLD LINE)	BRISTOL, PA.	0.0 - 2.6	1471
CATSKILL MOUNTAIN BRANCH	KINGSTON POINT & BLOOMVILLE	0.0 - 86.5	1436
CENTER STREET BRANCH	HUDSON & CENTER STREET (HARRISON)	0.0 - 0.9	1431
ENTERPRISE BRANCH	COALPORT YARD, TRENTON, N.J.	0.0 - 4.1	1456
FLORENCE BRANCH	FLORENCE & OLIVE STREET	0.0 - 0.9	1466
FREEHOLD SECONDARY	FARMINGDALE & JAMESBURG	8.4 - 27.1	1427
GREENVILLE BRANCH	WAVERLY (WA-5) & GREENVILLE YARD	0.0 - 5.5	1422
HARRISON BRANCH	HARRISON & HARRISON FREIGHT STATION	0.0 - 1.4	1432
HARRISON E. NEWARK CONN.	HARRISON, N.J.	0.0 - 0.6	1438
HARSIMUS BRANCH	JERSEY CITY & KEARNY	1.3 - 7.0	1420
HIGH BRIDGE BRANCH	HOPATCONG JCT. & GENERAL FOAM	21.9 - 25.4	0207
HIGHTSTOWN SECONDARY	JAMESBURG & HIGHTSTOWN	13.8 - 21.7	1437
HUDSON STREET BRANCH	JERSEY CITY	0.0 - 1.3	1440
IRVINGTON BRANCH	HILLSIDE & IRVINGTON	12.7 - 15.5	0511
JAMESBURG BRANCH	MONMOUTH JCT. (M.L.) & JAMESBURG	0.0 - 5.5	1426
KINGSTON BRANCH	MONMOUTH JCT. (M.L.) & ROCKY HILL	0.0 - 6.3	1429
LAKE HOPATCONG BRANCH	HOPATCONG JCT. & MORRIS COUNTY JCT.	0.0 - 1.0	0208
MARTINS CREEK BRANCH	"CR" & MARTINS CREEK	0.0 - 0.3	1459
MEADOWS BRANCH - TRACK NO. 1	MEADOWS YARD & FEDERAL SHIP YARD	0.0 - 0.8	1434
MEADOWS BRANCH - TRACK NO. 2	MEADOWS YARD & LINCOLN HIGHWAY	0.0 - 0.9	1434
MILLHAM BRANCH	MILLHAM & COAEPORT YARD	0.0 - 2.1	1455
MILLSTONE BRANCH	NEW BRUNSWICK & EAST MILLSTONE	0.2 - 6.6	1428
MT. HOPE & MINERAL R.R.	WHARTON & MT. HOPE	0.0 - 3.0	0210

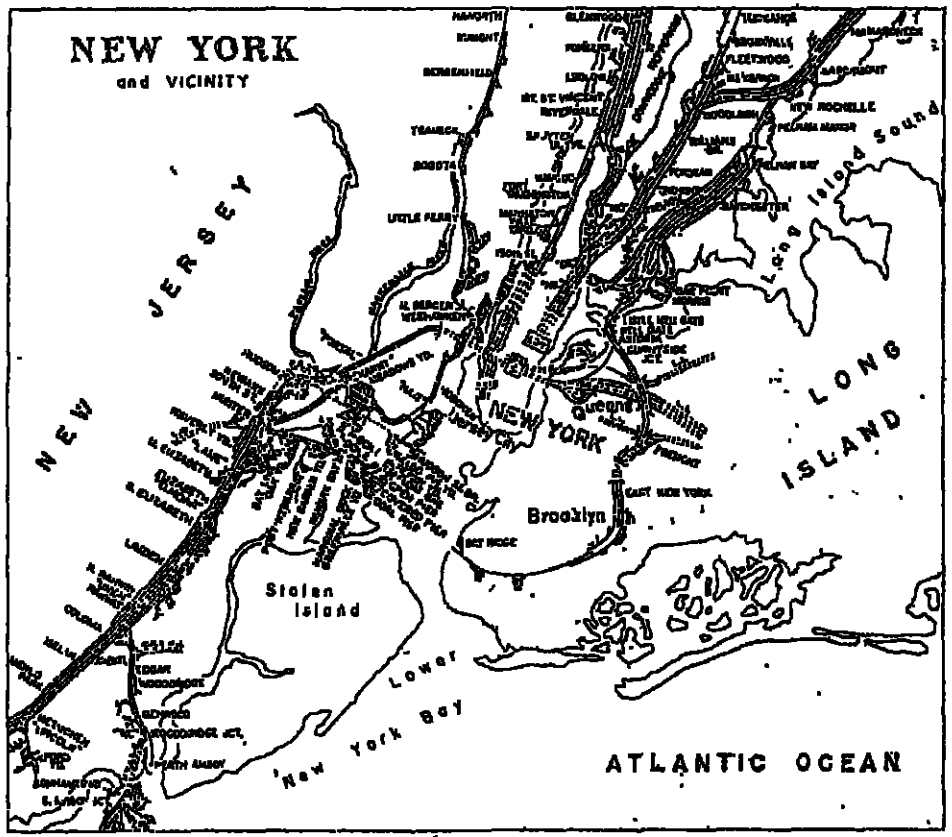
3

NAME	BETWEEN	M.P. TO M.P.	CODE
NATIONAL DOCKS BRANCH	JERSEY CITY & BRANCH # 6	1.7 - 7.8	0509
NATIONAL JCT. BRANCH	NATIONAL JCT. & NATIONAL DOCKS BR.	1.6 - 2.1	0534
NEWARK & ELIZABETH BRANCH	BRILLS JCT. & ELIZABETHPORT	0.0 - 5.5	0205
NEWARK & NEW YORK BRANCH	KEARNY & NEWARK	4.5 - 7.3	0203
NEW YORK BRANCH	GLEN & BOUND BROOK JCT.	38.8 - 58.4	0326
NEW YORK & LONG BRANCH RR	PERTH AMBOY & BAY HEAD JCT.	0.0 - 38.7	0222
PASSAIC BRANCH	WAVERLY (WA-5) & KEARNY	0.0 - 4.4	1421
PERTH AMBOY & WOODBRIDGE BRANCH	RAHWAY (UNION) & WOOD	-0.2 - 5.0	1423
PERTH AMBOY BRANCH	ELIZABETHPORT & PERTH AMBOY	9.0 - 21.5	0211
PERTH AMBOY BRANCH	PERTH AMBOY & SOUTH PLAINFIELD	17.4 - 27.1	0510
PORT READING BRANCH	WESTON & PORT READING	0.0 - 18.6	0336
PRINCETON BRANCH	PRINCETON JCT. (M.L.) & PRINCETON	0.0 - 3.0	1424
RARITAN BRANCH	RARITAN & SILVER LAKE AVE.	19.8 - 26.4	0533
ROBBINSVILLE SECONDARY	BORDENTOWN & WINDSOR	26.8 - 37.9	1125
ROXBURG BRANCH	ROXBURG & P.P.& L. CO.	0.0 - 0.2	1460
SEA SHORE BRANCH	KEYPORT & MATAWAN	7.0 - 10.9	0217
*SOUND SHORE BRANCH	BAYWAY & WARNERS	0.0 - 3.5	0212
SOUTH BRANCH	FOSTERS LANE & FLEMINGTON	13.3 - 15.8	0206
SOUTH TRENTON BRANCH	BEL-DEL BR. & BORDENTOWN BR. CONN.	0.0 - 1.0	1457
SUSQUEHANNA CONN. TRACK	JERSEY CITY & CROXTON YD. (E.L.R.R.)	0.0 - 2.0	1441
TOMS RIVER & BARNEGAT BRANCH	LAKEHURST & OYSTER CREEK	39.8 - 58.0	0219
*TURNPIKE BRANCH	FLORENCE, N.J.	0.0 - 1.6	1468
WALLKILL VALLEY BRANCH	KINGSTON & MONTGOMERY	0.0 - 32.9	1435
WEST NEWARK BRANCH	HUNTER (M.L.) & TERMINUS	0.0 - 1.7	1439
WEST SIDE BRANCH	COMMUNIPAW & WEST SIDE AVE.	1.0 - 3.1	0202
WHARTON & NORTHERN BRANCH	PICATINNY & MORRIS COUNTY JCT.	11.4 - 14.8	0209

* NO CHART

NEW JERSEY DIVISION INDEX

4



NEW YORK CITY TERMINAL AREA MAP

0

5

PROGRAM LEGEND

DATE OF CONDITION PRECEDES CODE (If Known)

CONDITIONS	CODES
GRINDING	(No. of Passes)
WELDING	E = Electric TW = Thermit Weld G = Gas
SURFACING	Machines M = Matisa R = Railway Maint. Corp. W = McWilliams J = Jackson P = Pullman (Mainly on Branch Lines) F = Flasser E = Electromatic EJr = Electromatic & Electromatic Jr. T = Tamper
TIES	(Year Installed Only) ST = SAFETY TIES
BARS	HF & HFT = Head Free Toolless Other Types HFF = Head Free Flange K4 WC = Crowned Oversize K6 W = Oversized K8 S = Short Bar or 24" Bar K24 SU = Second Hand
RAIL (See Note Below)	W = Welded (Designated by Cross-Hatching) F = Fit C = Cropped M = Modified MM = Mod. Mang T = Transposed
RAIL CLEANING	S = Speno L = Loram B = Brownhoist P = Pullman N = Nordberg M = Mannix
JOINT STRAIGHTENER	(Year Worked On)

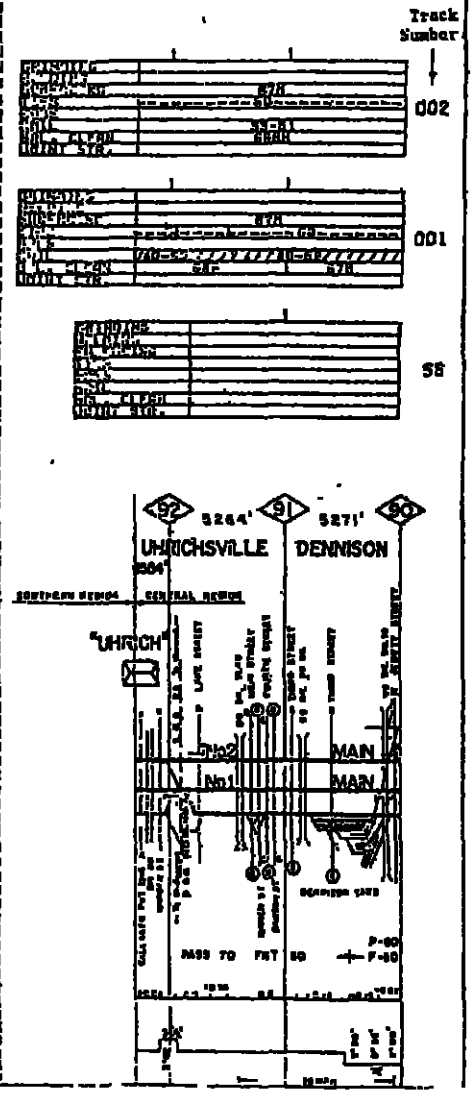
NOTE. On rail weights of over 100 lbs., the number 1 is dropped.
EXAMPLE: 140 lbs. would be written 40.
The rail weights will precede the year of rail.
EXAMPLE: 131 - 1942 would be written 31-42.
Welded rail will be followed with the letter "W".
EXAMPLE: 40-68W.

MAINTENANCE PROGRAMMED WORK TO BE DONE THIS YEAR IS DESIGNATED WITH DASHED LINES.

CHART LEGEND

INTERLOCKING TOWER
INTERLOCKING
BLOCK STATION
BLOCK LIMIT STATION
REMOTE CONTROLLED SWITCHES
TRAIN ORDER DELIVERY STAFF
PUBLIC ROAD XING (GRADE)
" " " " With Flashers
" " " " With Flashers & Gates
" " " " With Watchmen
PRIVATE ROAD XING (GRADE)
YARD LIMIT BOARD
TUNNEL
OVERHEAD BRIDGE
UNDERGRADE BRIDGE
POSITION LIGHT SIGNAL
DRAGGING EQUIPMENT DETECTOR
SPRING SWITCHES
HOT BOX DETECTOR (Pointing direction of traffic)
STATE, COUNTY & TOWNSHIP LINES
TELEPHONE (Booth or Box)
CURVE LUBRICATOR

TYPICAL CHART



CENTRAL REG. MAIN LINE PGH.-ST.L. MP 90.0-MP 92.3 2-2-06

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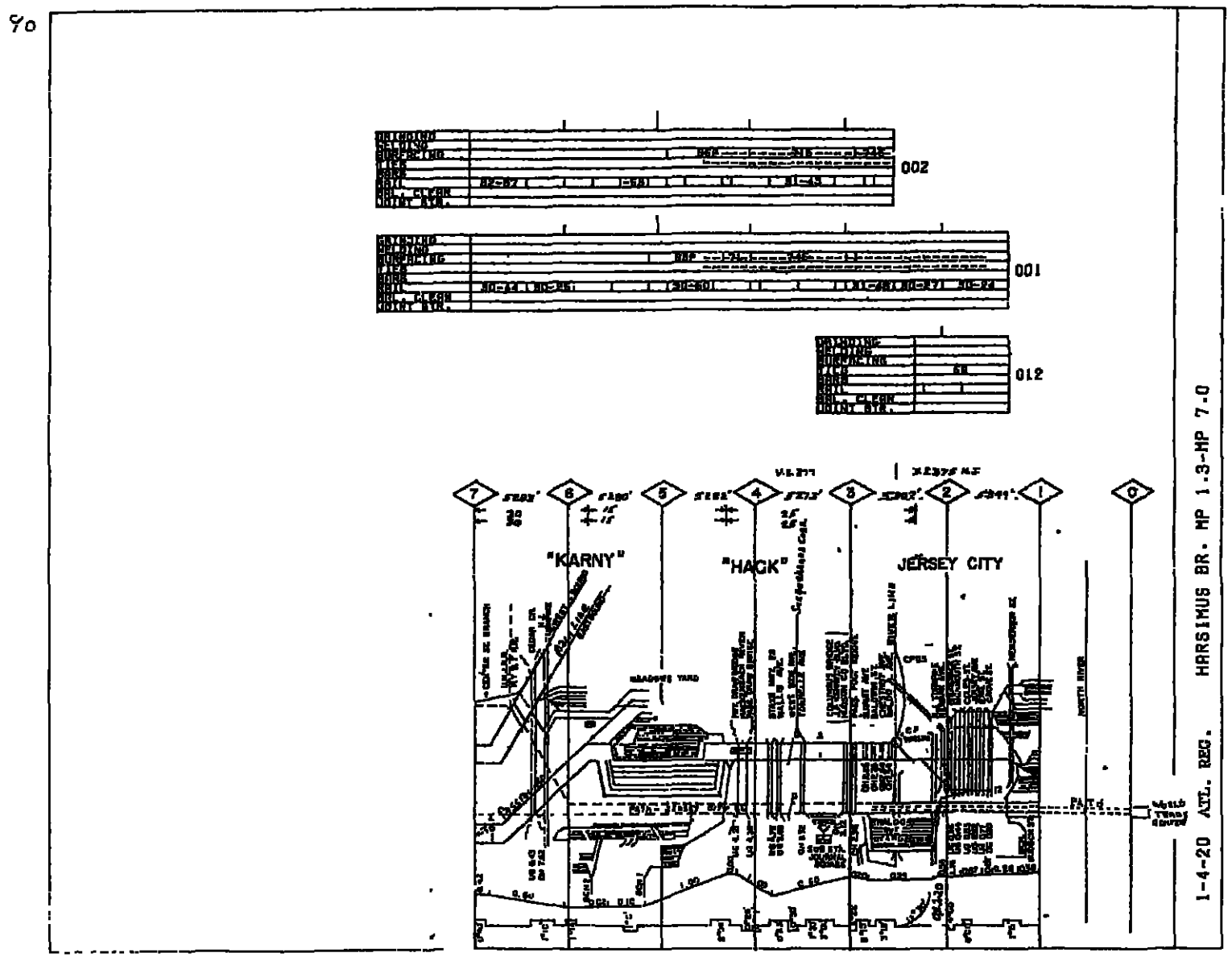

002
001
012
"KARNY"
"HACK"
JERSEY CITY
HARSIMUS BR. MP 1.3-MP 7.0
1-4-20 ATL. REG.

I-4-21 ATL. REC. PASSAIC BR. MP 0.0-MP 4.4
002
001

I-4-21 ATL. REC. PASSAIC BR. MP 0.0-MP 4.4
100
200

N.J. TRACK CHART UP DATED AS OF 5-5-78

0 20

CONRAIL

MAINTENANCE PROGRAM

AND

TRACK CHART

ATLANTIC REGION
NEW JERSEY DIVISION

(310)

CORRECT TO 1-1-77

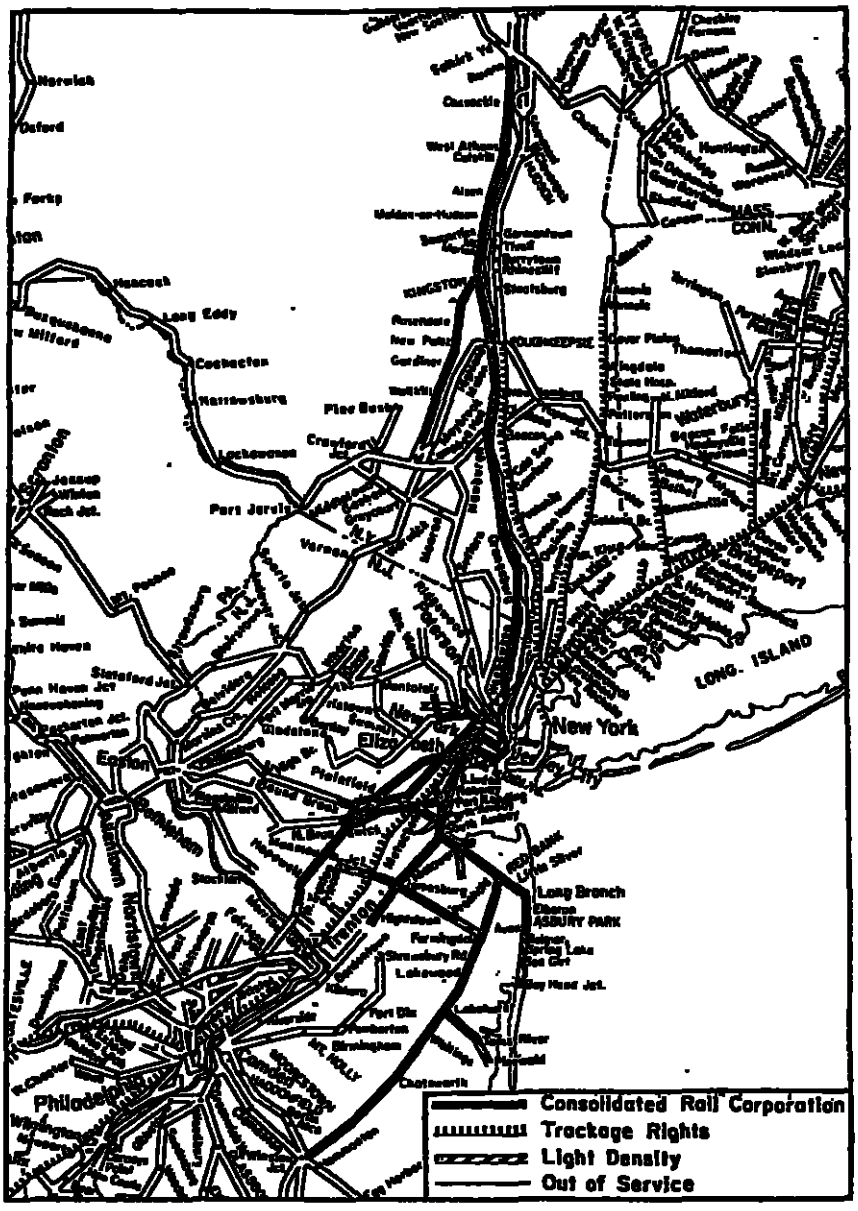
2

NEW JERSEY DIVISION INDEX

NAME	BETWEEN	M.P. TO M.P.	CODE
MAIN LINE (N.Y. TO BOSTON)(AMTRAK)	N.Y. (PENN STA.) & HAROLD (L.I.R.R.)	0.0- 24.5	1411
MAIN LINE (N.Y. TO PHILA.)(AMTRAK)	N.Y. (PENN STA.) & HOLMESBURG JCT.	0.0- 76.0	1401
ML (JERSEY CITY TO PHILLIPSBURG)(CNJ)	JERSEY CITY (GREENVILLE) & CP BOYD	2.9- 36.2	0201
ML (JERSEY CITY TO SAYRE)(L.V.)	JERSEY CITY & PORT READING JCT.	1.6- 35.8	0501
RIVER LINE (CP WALDO TO CP 132)	CP WALDO & WEEHAWKEN	4.5- 0.0	1412
RIVER LINE (CP WALDO TO CP 132)	WEEHAWKEN & CP 132	0.0-132.5	1413
AMBOY SECONDARY	S. AMBOY JCT. & JAMESBURG	0.5- 13.6	1425
BAY HEAD LINE	PERTH AMBOY & BAY HEAD JCT.	0.0- 38.7	0222
BLOODGOODS BRANCH	CLARK & GARDEN STATE PKY	19.3- 20.3	0532
BONHAMPTON BRANCH	METUCHEN & BONHAMPTON	0.1- 1.7	1433
BRANCH #6	NAT'L DOCKS BR. & BAYONNE	7.8- 8.5	0536
CENTER STREET BRANCH	HUDSON & CENTER STREET (HARRISON)	0.0- 0.9	1431
FREEHOLD SECONDARY	HOWELL & JAMESBURG	12.7- 27.1	1427
GREENVILLE BRANCH	WAVERLY (WA-5) & GREENVILLE YARD	0.0- 5.5	1422
HARRISON BRANCH	HARRISON & HARRISON FREIGHT STATION	0.0- 1.4	1432
HARRISON E. NEWARK CONN.	HARRISON, N.J.	0.0- 0.6	1438
HARSIMUS BRANCH	JERSEY CITY & KEARNY	1.3- 7.0	1420
HIGHTSTOWN SECONDARY	JAMESBURG & HIGHTSTOWN	13.6- 21.7	1437
HUDSON STREET BRANCH	JERSEY CITY	0.0- 1.3	1440
IRVINGTON BRANCH	HILLSIDE & IRVINGTON	12.7- 15.5	0511
JAMESBURG BRANCH	MONMOUTH JCT. (M.L.) & JAMESBURG	0.0- 5.5	1426
KINGSTON BRANCH	MONMOUTH JCT. (M.L.) & ROCKY HILL	0.0- 6.3	1429
MEADOWS BRANCH - TRACK NO. 1	MEADOWS YARD & FEDERAL SHIP YARD	0.0- 0.8	1434
MEADOWS BRANCH - TRACK NO. 2	MEADOWS YARD & LINCOLN HIGHWAY	0.0- 0.9	1434
MILLSTONE BRANCH	NEW BRUNSWICK & MIDDLEBUSH	0.2- 3.0	1428
NATIONAL DOCKS BRANCH	JERSEY CITY & BRANCH #6	1.7- 7.8	0509
NATIONAL JCT. BRANCH	NATIONAL JCT. & NATIONAL DOCKS BR.	1.6- 2.1	0534
NEWARK & ELIZABETH BRANCH	BRILLS JCT. & ELIZABETHPORT	0.0- 5.5	0205
NEWARK & NEW YORK BRANCH	KEARNY & NEWARK	4.5- 7.3	0203
NEW YORK BRANCH (RDG.)	GLEN & BOUND BROOK JCT.	38.8- 58.4	0326
PASSAIC BRANCH	WAVERLY (WA-5) & KEARNY	0.0- 4.4	1421
PERTH AMBOY & WOODBRIDGE BRANCH	RAHWAY (UNION) & WOOD	-0.2- 5.0	1423
PERTH AMBOY BRANCH	ELIZABETHPORT & PERTH AMBOY	9.0- 21.5	0211
PERTH AMBOY BRANCH	PERTH AMBOY & SOUTH PLAINFIELD	17.4- 27.1	0510
PORT READING BRANCH	WESTON & PORT READING	0.0- 18.6	0336
PRINCETON BRANCH	PRINCETON JCT. (M.L.) & PRINCETON	0.0- 3.0	1424
RARITAN BRANCH	RARITAN & SILVER LAKE AVE.	19.8- 28.4	0533
SEA SHORE BRANCH	KEYPORT & MATAWAN	7.0- 10.8	0217
*SOUND SHORE BRANCH	BAYWAY & WARNERS	0.0- 3.5	0212
SOUTHERN BRANCH	REDBANK & WINSLOW JCT.	38.3-103.6	0215
SUSQUEHANNA CONN. TRACK	JERSEY CITY & CROXTON YD.	0.0- 2.0	1441
TOMS RIVER & BARNEGAT BRANCH	LAKEHURST & TOMS RIVER	38.8- 47.4	0219
WALLKILL VALLEY BRANCH	KINGSTON & MONTGOMERY	0.0- 32.9	1435
WEST NEWARK BRANCH	HUNTER (M.L.) & TERMINUS	0.0- 1.7	1439
WEST SIDE BRANCH	COMMUNIPAW & WEST SIDE AVE.	1.0- 3.1	0202
[illegible]	[illegible] POINT & KNA	[illegible]	[illegible]

*NO CHART

0 21



NEW JERSEY DIVISION MAP

4

PROGRAM LEGEND

DATE OF CONDITION PRECEDES CODE (If Known)

CONDITIONS	CODES
GRINDING	(No.of Passes)
WELDING	E = Electric G = Gas TW = Thermit Weld
SURFACING	Machines M = Matisa R = Railway Maint. Corp. W = McWilliams J = Jackson P = Pullman (Mainly on Branch Lines) P = Plasser E = Electromatic EM = Electromatic & Electromatic Jr. T = Tamper
TIES	(Year Installed Only)
BARS	HF & HFT = Head Free Tooless — Other Types HFT = Head Free Flange — KA WC = Crowned Oversize — K6 V = Oversized — K8 S = Short Bar or 24" Bar — K24 SH = Second Hand
RAIL (See Note Below)	W = Welded (Designated by Cross-Hatching) F = Fit C = Cropped M = Modified MM = Mod. Mang. T = Transposed
BAL. CLEANING	S = Spano B = Brownboist L = Loram P = Pullman N = Nordberg M = Mancix
JOINT STRAIGHTENER	(Year Worked On)

NOTE: On rail weights of over 100 lbs., the number 1 is dropped.
EXAMPLE: 140 lbs. would be written 40.
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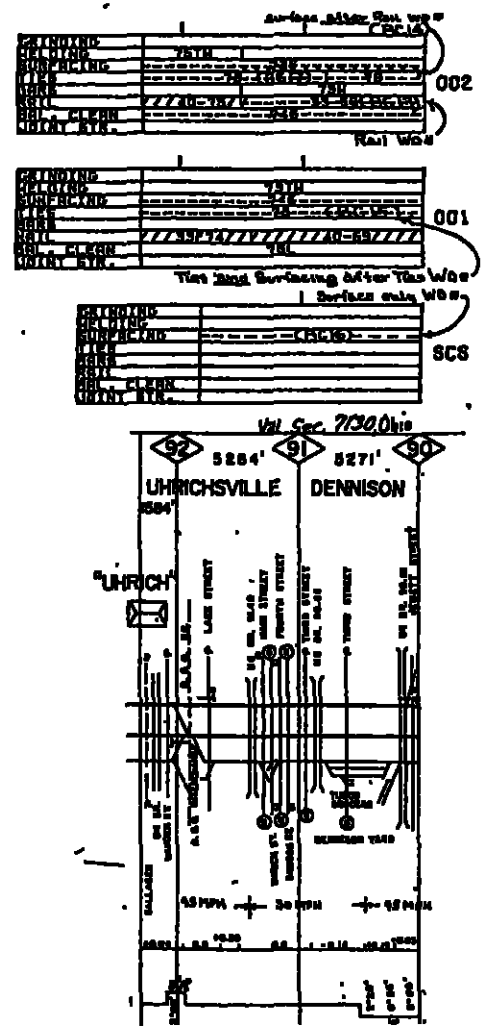
EXAMPLE: 131 - 1942 would be written 31-42.
Welded rail will be followed with the letter "W".
EXAMPLE: 40-68W.

CHART LEGEND

INTERLOCKING TOWER
INTERLOCKING
BLOCK STATION
BLOCK LIMIT STATION
REMOTE CONTROLED SWITCHES
TRAIN ORDER DELIVERY STAFF
PUBLIC ROAD XING (GRADE)
" " " " With Flashers
" " " " With Flashers & Gates
" " " " With Watchmen
PRIVATE ROAD XING (GRADE)
YARD LIMIT BOARD
TUNNEL
OVERHEAD BRIDGE
UNDERGRADE BRIDGE
POSITION LIGHT SIGNAL
DRAGGING EQUIPMENT DETECTOR
SPRING SWITCHES
HOT BOX DETECTOR (Pointing direction of traffic)
STATE, COUNTY & TOWNSHIP LINES
TELEPHONE (Booth or Box)
CURVE LUBRICATOR

MAINTENANCE PROGRAM WORK THIS YEAR IS DESIGNATED WITH DASHED LINES------
(SURFACING AFTER RAIL WITH-----)

REHABILITATION WORK ORDERS ARE ENTERED ON CHART, EXAMPLE, BC 15(6).
FOR TIE AND SURFACING, WORK ORDERS ARE ENTERED ON TIE LINE ONLY.



2-2-06 CENTRAL REG. NL PGH-CGLS NP 90.0- 92.3

0 23

1-4-20 ATL. REG. HARSIMUS BR. MP 1.3-MP 7.0.

MAINTENANCE PROGRAM
AND
TRACK CHART

ATLANTIC REGION

NEW JERSEY DIVISION

CORRECT TO 1-1-80

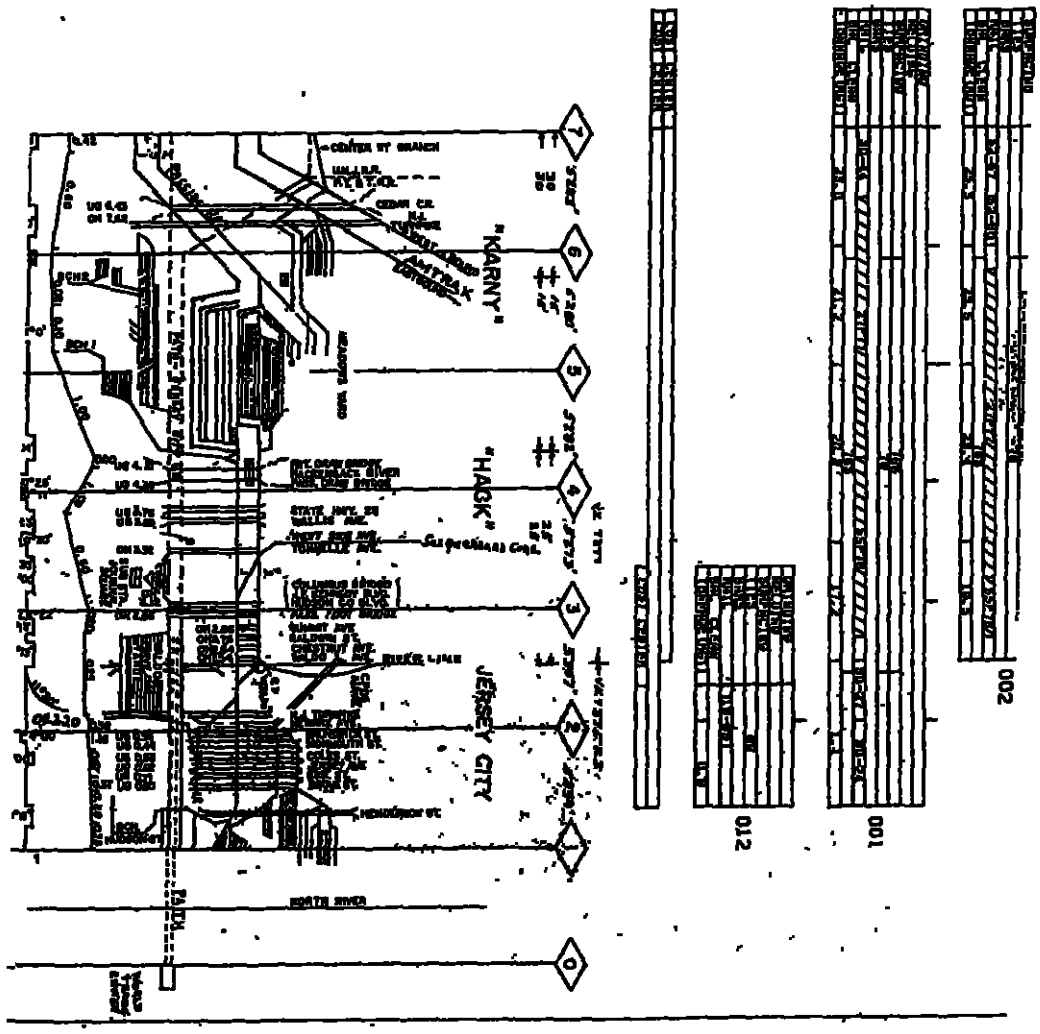

"KARNY"
"HACK"
JERSEY CITY
NORTH RIVER
012
100
202

Exhibit C

BEFORE THE SURFACE TRANSPORTATION BOARD

Finance Docket No. 34818

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

VERIFIED STATEMENT OF
JOHN J. CURLEY

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

1. I am an attorney at law of the State of New Jersey admitted to the bar of that State in December 1974. My primary area of practice is real estate and the focus of my practice is eminent domain law. I have been engaged in the private practice of law in Hudson County, New Jersey since my admission to the bar and, in the course of my duties, am routinely called upon to read and interpret deeds or other recorded documents affecting the title to real estate.

2. I am special counsel for the City of Jersey City, Jersey City Historic Preservation Commission and Joanne Monahan (Assistant City Counsel) in litigation pending in the state courts of New Jersey relating to the ownership and use of real property that is part of the Penn Central Harsimus Branch located in Jersey City, New Jersey, between Luis Monoz Marin Boulevard (formerly

Henderson Street) on the east and running generally along Sixth Street in a westerly direction to and past Newark Avenue to Waldo Avenue. Eight blocks of this rail right of way is improved with the Sixth Street Embankment, an earthern filled stone structure formerly connected by bridges over the seven north/south cross streets from Marin Boulevard to Brunswick Street.

3. I was initially retained by the City of Jersey City to represent it in the purchase or condemnation of the property in question pursuant to the procedures set forth in New Jersey's Eminent Domain Act of 1971, N.J.S.A. 20:3-1, et seq., which requires an offer in writing to the record owner of the property supported by an independent appraisal report. The record owner is required to be afforded the opportunity to accompany the appraiser during the appraisal inspection, and the City is required to negotiate in good faith towards a voluntary purchase so that condemnation litigation is avoided where it is not necessary.

4. The City adopted an ordinance in September 2004 declaring that the property in question was needed for public use. I began the task of ordering title reports (see attachment hereto), surveys, an environmental assessment and appraisals. Upon obtaining confirmation of the record ownership of the property, I communicated with Conrail by letter dated February 18, 2005 and provided Conrail with a copy of the ordinance. After an exchange of follow-up letters with Conrail's New Jersey attorneys, the

City's appraisal inspection was to be scheduled to accommodate Conrail on a date after July 15, 2005 - after Conrail had completed the relocation of its New Jersey offices. In the course of this correspondence, I sought information as to Conrail's compliance with federal and state regulatory requirements for the sale of the property because I assumed the property would be subject to the jurisdiction of the Surface Transportation Board if its rail use had not been previously abandoned. Conrail's attorney indicated to me shortly before it sold the property to the developer in 2005 that it did not believe it needed ICC or STB abandonment authority to dispose of the line. He did not supply any documentation for this position.

5. Instead of Conrail cooperating regarding the appraisal inspection and my research into the regulatory issues concerning the property, Conrail's attorneys abruptly advised me by letter dated July 18, 2005 that "on July 13, 2005, Consolidated Rail Corporation sold its entire interest in all of the so called embankment properties in Jersey City and no longer has any interest actual or equitable in those properties." Due to the sudden and abrupt nature of this communication without other warning, Conrail failed to provide the required notice of its intention to abandon the railroad property and transfer its title as is required in New Jersey under N.J.S.A. 48:12-125.1. This would have afforded the City a protected 90 day period in which to decide whether it wished

to acquire the property. Conrail could not sell the property to a private party until the 90 day period had expired or unless it had received a waiver from the City. The City never waived its rights under N.J.S.A. 48:12-125.1. Therefore, Conrail's transfer of title of the property to the private developer is in violation of N.J.S.A. 48:12-125.1, which provides as the only remedy that the title transfer is to be declared void.

6. The title insurance commitment received as part of the City's due diligence indicates that Conrail acquired title to the Penn Central Harsimus Branch (of which the property in question is a segment) by deed filed and recorded with the New Jersey Secretary of State on October 12, 1978, and subsequently recorded on October 10, 1979 in deed book 3286 at page 757 in the office of the Register of Deeds and Mortgages in Hudson County, NJ, where the property is located. The deed is from Fairfax Leary, as Trustee of the Property of the United New Jersey Railroad and Canal Company, a Debtor in railroad reorganization (the "Fairfax Leary Deed".) The Penn Central Harsimus Branch is described in Exhibit A-2 of the Fairfax Leary Deed.

7. I have compared the legal description in Exhibit A-2 of the Fairfax Leary Deed with the legal descriptions in the July 12, 2005 quitclaim deeds from Conrail to the limited liability companies formed by SLH Holdings, LLC and with the Conrail Maintenance Program and Track Chart, Atlantic Region, New Jersey

Division (correct to 1-1-80). The property Conrail has conveyed to the developer by quitclaim deeds is property acquired by Conrail by virtue of the Fairfax Leary Deed consisting of part of Line 1420 known as the Penn Central Harsimus Branch. The exception parcel described in Exhibit B-6 of the Fairfax Leary Deed does not include any of this property and the description of the exception parcel is consistent with the survey attached to the Conrail quitclaim deed to the developer recorded in deed book 7615 page 280 (block 446 lot 18A).

8. The legal description in Exhibit A-2 of the Fairfax Leary Deed states specifically that line 1420 is a line of railroad. This is confirmed by the track chart page 66 which shows the Harsimus Branch (64-1420) and the track chart page 67 which shows where the Harsimus Branch runs to or alongside of the Passaic Branch (64-1421) terminating near the Penn Central New York-Philadelphia Main Line - as described in the Fairfax Leary Deed.

9. It is my opinion based upon my examination of the title insurance commitment and the attached abstract of the Fairfax Leary Deed that the parcels of land conveyed by Conrail to the developer are part of the Harsimus Branch whose title was derived by Conrail through the Fairfax Leary Deed as a line of railroad.

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

Executed on March 6, 2006.

John J. Curley

[0319 9405 00004731 DOC]

Exhibit D

see PC-ERC-RP-101 for complete court order

FILED
Mar. 25, 197
JAMES F. DAVI
CLER

SPECIAL COURT

REGIONAL RAIL REORGANIZATION ACT OF 1973

In the Matter of Regional Rail Reorganization Proceedings	Special Court 0061 Misc. No. 75-3(A)

ORDER OF CONVEYANCE TO TRUSTEES OF RAILROADS IN REORGANIZATION IN THE REGION

In consideration that --

A. On March 12, 1976, the United States Railway Association ("Association"), pursuant to Section 209(c) of the Regional Rail Reorganization Act of 1973, as amended ("Rail Act"), certified to this Court which rail properties of railroads in reorganization in the region are to be transferred to Consolidated Rail Corporation ("Corporation") and which rail properties of such railroads are to be conveyed to certain profitable railroads as defined in the Rail Act ("Profitable Railroads"), and advised this Court which rail properties of such railroads are to be conveyed to States or responsible persons in accordance with Section 208(d)(2) of the Rail Act; and

B. on March 24, 1976, the Association filed with this Court a document supplementing and perfecting its March 12, 1976, certification of which rail properties of railroads in reorganization in the region are to be transferred to the Corporation and which rail properties of such railroads are to be conveyed to Profitable Railroads, States or responsible persons; and

C. on March 22, 1976, the Corporation and the Association, pursuant to Sections 303(a)(1) and 306(a), respectively, of the Rail Act, deposited with this Court all of the stock and other securities of the Corporation and all of the Certificates of Value of the Association designated in the Final System Plan that are to be exchanged for the rail properties being transferred to the Corporation; and

D. on March 22, 1976, each Profitable Railroad, State or responsible person, pursuant to Section 303(a)(2) of the Rail Act, deposited with this Court the compensation designated in the Final System Plan to be paid for the purchase of the rail properties being conveyed to such Profitable Railroad, State or responsible person; and

E. the unusually large and complex conveyancing that will occur pursuant to this Order can be expected to result in a need for corrections, amendments or supplements to the Conveyance Documents (as hereinafter defined) and to this Order in order to carry out the intent of the Final System Plan, of such Conveyance Documents and of this Order:

NOW THEREFORE, pursuant to Section 303(b)(1) of the Rail Act, it is hereby ordered:

Section 1. Definitions

As used in this Order:

A. "Certification" shall mean the Certification (including all Appendices and documents submitted therewith and made a part thereof) filed with this Court by the Association on March 12, 1976, and on file in the office of the Clerk of this Court at the United States Courthouse in Washington, D.C.

B. "Certification Supplement" shall mean the Certification Supplement (including all Appendices and documents submitted therewith and made a part thereof) filed with this Court by the Association on March 24,

the office of the Clerk of this Court at the United States Courthouse in Washington, D.C.

C. "Conveyance Document Addendum" shall mean the collection of documents denominated "Conveyance Document Addendum," which was submitted to this Court by the Association with and as a part of the Certification and Certification Supplement and is on file in the office of the Clerk of this Court at the United States Courthouse in Washington, D.C.

D. "Conveyance Documents" shall mean the documents listed in the Conveyance Document Schedules (as hereinafter defined), except that the Conveyance Documents shall not include any document or part thereof filed with the Certification that has been superseded by any such document filed with the Certification Supplement. All maps referred to in the Conveyance Documents are contained in the Map Addendum (as hereinafter defined). All computer printouts of rolling stock and equipment inventory referred to in the Conveyance Documents are contained in the Rolling Stock and Equipment Addendum (as hereinafter defined).

0065

E. "Conveyance Document Schedules" shall mean the Schedules contained in Appendices I-A, II-A and IV of the Certification and Certification Supplement, which Schedules identify the Conveyance Documents.

F. "Final System Plan" shall mean the Plan prepared by the Association which became effective on November 9, 1975, pursuant to Section 208(a) of the Rail Act (a certified copy of which was filed with this Court as Appendix O-A to the Certification), together with the Supplemental Report to the Plan dated September 18, 1975, described in Section 208(d)(1) of the Rail Act (a certified copy of which was filed with this Court as Appendix O-B to the Certification), the Official Errata Supplement to the Plan dated December 1, 1975, described in Section 208(d)(1) of the Rail Act (a certified copy of which was filed with this Court as Appendix O-C to the Certification), the Notice containing further designations to the Plan, dated February 25, 1976, described in Section 208(d)(3) of the Rail Act (a certified copy of which was filed with this Court as Appendix O-D to the Certification), and the document filed as Appendix O-E to the Certification, which document contains the further designations of rail properties described in Section 208(d)(2) of the Rail Act.

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G. "Transferor" shall mean the person or persons identified as the Transferor, Grantor or Assignor in a Conveyance Document.

H. "Transferee" shall mean the person or persons identified as the Transferee, Grantee or Assignee in a Conveyance Document.

I. "Map Addendum" shall mean the collection of maps denominated "Map Addendum" which was submitted to this Court by the Association with and as a part of the Certification and Certification Supplement and is on file in the office of the Clerk of this Court at the United States Courthouse in Washington, D.C. Copies of maps from the Map Addendum which are referred to in the Conveyance Documents relating to a particular Transferor are also on file with the United States District Court having jurisdiction over such Transferor.

J. "Rolling Stock and Equipment Addendum" shall mean the collection of rolling stock and equipment inventory computer printouts denominated "Rolling Stock and Equipment Addendum" which was submitted on March 12, 1976, to this Court by the Association with and as a part of the Certification and is on file in the office of the

Clerk of this Court at the United States Courthouse in Washington, D.C. Copies of computer printouts from the Rolling Stock and Equipment Addendum which are referred to in the Conveyance Documents relating to a particular Transferor are also on file with the United States District Court having jurisdiction over such Transferor.

K. "Option" shall mean a Conveyance Document which grants to the Transferee identified therein the right to acquire designated rail properties from the Transferor identified therein in accordance with the terms and conditions set forth in such Document. For purposes of determining the period within which an Option may be exercised, the effective date of this Order shall be deemed to be 12:01 a.m. on April 1, 1976.

L. "Acknowledgment of Receipt and Acceptance of Conveyance Document(s)" shall mean the instruments, copies of which are attached to this Order as Addenda I and II, that are to be executed by the Transferees and delivered to the appropriate Transferors in accordance with the terms of this Order.

M. "Conveyance Date" shall mean 12:01 a.m. on April 1, 1976, except that, in the case of property acquired pursuant to the exercise of an Option,

"Conveyance Date," for purposes of paragraphs A(1) and A(2) of Section 4 of this Order, shall mean the date on which such property is conveyed to the Transferee pursuant to the exercise of such Option.

Section 2. Execution and Delivery of Conveyance Documents

The trustee or trustees of each Transferor identified in each Conveyance Document shall execute (and, where indicated, shall acknowledge) and on or before the Conveyance Date shall deliver such Conveyance Document to the Transferee identified therein -- such delivery to be effective as of the Conveyance Date. Any such Conveyance Document (or any Conveyance Document delivered pursuant to the exercise of an Option) may be executed, acknowledged, and delivered on behalf of the trustee or trustees by any person or persons who has or have been authorized to perform such acts on behalf of the trustee or trustees by the United States District Court or other court having jurisdiction over the Transferor identified in such Conveyance Document. Execution, acknowledgment and delivery of any Conveyance Document in which The Connecting Railway Company is identified as Transferor shall be made by The Connecting Railway Company as Debtor in possession of its properties

("Connecting"). The execution and delivery of any Conveyance Document by or on behalf of a trustee or trustees or Connecting pursuant to this Order shall not constitute a waiver of any right that such trustee or trustees or Connecting may have to object to or challenge, in whole or in part, the conveyance of the property identified in such Conveyance Document or the terms and conditions of any such conveyance or Conveyance Document. The conveyance of all properties pursuant to this Section shall be subject to all applicable terms and conditions of the Conveyance Documents, the Rail Act and this Order, and each Transferor and Transferee shall faithfully and expeditiously comply with and fulfill all such terms and conditions.

Section 3. Acknowledgment of Receipt and Acceptance of Conveyance Document(s)

Concurrently with delivery from a Transferor of any Conveyance Document or Documents pursuant to this Order, the Transferee shall execute and deliver to such Transferor and forthwith file with the Clerk of this Court an Acknowledgment of Receipt and Acceptance of Conveyance Document(s) in the form attached hereto as Addendum I; except that when a Conveyance Document is delivered pursuant to the exercise of an Option, the

Acknowledgment of Receipt and Acceptance of Conveyance Document(s) shall be in the form attached hereto as Addendum II and shall specify the time at which such Conveyance Documents were actually delivered. In any case in which a Transferee receives more than one Conveyance Document from a particular Transferor, the Transferee may deliver and file a single Acknowledgment of Receipt and Acceptance of Conveyance Documents referring to all of the Conveyance Documents received from such Transferor. The execution of any Conveyance Document or the execution and delivery of any Acknowledgment of Receipt and Acceptance of Conveyance Document(s) by any Transferee pursuant to this Order, or the execution and delivery of any other document pursuant to the terms of such Acknowledgment of Receipt and Acceptance of Conveyance Document(s), shall not constitute a waiver of any right that such Transferee may have to object to or challenge, in whole or in part, the obligations and conditions imposed on such Transferee by the terms of any Conveyance Document or the terms and conditions of the conveyance of the property identified in such Conveyance Document.

Section 4. Certain Terms and Conditions of Conveyance

Each conveyance of property pursuant to this Order shall, where applicable, be subject to the following terms and conditions:

A. Allocation of Taxes, Assessments, Rents, License Fees, User Fees and Other Charges

(1) Allocation Over Time. As between the Transferor and Transferee identified in any Conveyance Document with respect to rail property conveyed to a Transferee pursuant to this Order, the obligation, if any, for payment of

(a) any tax, assessment, license fee, or other charge imposed by a governmental authority on or with respect to any such property or any use thereof or thereon for any period of time or term within which the Conveyance Date falls, or

(b) any rent, license fee, user fee or other charge imposed under or by virtue of any lease, license,

easement, encumbrance or other agreement that continues to attach to such property after the Conveyance Date,

shall be adjusted on a pro rata basis to the Date of Conveyance so that

(i) the Transferor is obligated for any such payment as is attributable to that portion of such period or term preceding the Conveyance Date, and

(ii) the Transferee is obligated for any such payment as is attributable to the balance of such period or term.

(2) Allocation in the Case of Subdivided or Aggregated Property. In the case of any rail property referred to in the preceding subdivision (1) that:

(a) is part of a parcel of property or an aggregation of property that has been or is taxed, assessed or otherwise charged as a unit for

a period of time or term within which the Conveyance Date falls, or

(b) is part of a parcel of property or an aggregation of property that is subject to one or more leases, licenses, easements, encumbrances or other agreements that continue to attach to such parcel or aggregation of property after the Conveyance Date,

the obligation for payment of any tax, assessment, rent, license fee, user fee or other charge that is or becomes payable with respect to such parcel or aggregation of property for that part of such period of time or term as follows the Conveyance Date shall be allocated to such Transferee in the proportion that the value of such property conveyed to such Transferee bears to the total value of such parcel or aggregation of property, determined as of the Conveyance Date; provided that, if any such tax, assessment, rent, license fee, user fee or other charge is attributable to the parts constituting such parcel or aggregation of property on a basis other than the

relative values of such parts, such allocation shall be made on such other basis. If the parties are unable to agree on the basis or method for allocating any such tax, assessment, rent, license fee, user fee or other charge, either or both of such parties may apply to this Court for an order determining the basis or method to be used for such allocation.

B. Pre-Recording Protection of Transferors and Transferees

In the case of real property conveyed, or reserved and excepted from conveyance, in any Conveyance Document, on and after the Conveyance Date and until such Conveyance Document shall have been filed for record with respect to such property in each local jurisdiction in which such property is situated, no Transferor or Transferee identified in such Conveyance Document shall transfer or convey such property, in whole or in part, or create any lien or encumbrance on or with respect to such property, unless the instrument effecting such transfer or conveyance or creating such lien or encumbrance provides that such property is subject to any easement, encumbrance, right or benefit that may have been created or recognized in or by such Conveyance Document.

C. Resignations of Representatives of the Trustees

On and after Conveyance Date, the trustee or trustees of each Transferor and Connecting shall, upon the request of a Transferee, use his, their or its best efforts to cause any person who is serving at the request of such Transferor as a director or officer of another corporation, partnership, joint venture, or other enterprise, the stock ownership or other corporate interest in which is conveyed from such Transferor to such Transferee pursuant to this Order, to resign from, or otherwise act in accordance with the lawful directions of the Transferee with respect to, such person's position as such director or officer; provided, however, that nothing herein shall be deemed a restraint upon the ability of any such person otherwise to resign from such position as director or officer.

Section 5. Correction of Errors

A. Correction of Errors by or on Application of Transferors and Transferees

To the extent necessary to

(a) carry out the intent of a Conveyance Document or to perfect a designation contained in the Final System Plan, or

(b) record or otherwise perfect any Conveyance Document delivered pursuant to this Order under any applicable statute, ordinance, rule or regulation,

each Transferor or Transferee shall perform, execute, acknowledge, endorse and deliver any and all such further acts, deeds, transfers, assignments, certificates and other instruments as may be reasonably requested by any Transferor or Transferee in order to convey, reconvey, confirm, clarify, identify or more precisely describe the properties designated to be conveyed in the Final System Plan or the properties conveyed or reserved and excepted from conveyance in any Conveyance Document (or intended

so to be). If such parties are unable to agree upon or effectuate such action as should be taken pursuant to this paragraph or the division of costs incident to such action, such party or parties may apply to this Court for such relief as may be appropriate; provided that no person shall apply to this Court for an order or other action under this paragraph A without concurrently serving the Association with notice of such application.

B. Retention of Jurisdiction

This Court retains jurisdiction under Section 209(e) of the Rail Act.

Section 6. Certification of Documents to Transferors and Transferees

Promptly after the entry of this Order, the Association shall deliver to each Transferor and Transferee a copy of the Conveyance Documents to which such Transferor or Transferee is a party together with each map and rolling stock and equipment inventory computer printout referred to in such Conveyance Documents and shall certify that such Conveyance Documents, maps, and printouts are true copies of the Conveyance Documents, maps, and printouts certified by

the Association to this Court and filed in the office of the Clerk of this Court.

Section 7. Issuance of Certified Copies

Upon request of any Transferor or Transferee or any interested person and upon payment of such reasonable fee as may from time to time be established by the rules of this Court, the Clerk of this Court shall issue a certified copy of this Order together with a certified copy of any Conveyance Document requested by such person and shall certify that such Conveyance Document was certified to this Court by the Association and is identified in the files of this Court by the Document Number appearing on such certified copy of such Conveyance Document.

Section 8. Compilation and Deposit of Sets of Conveyance Documents

The Association shall cause to be compiled complete sets of the Conveyance Documents (and the maps referred to in such Conveyance Documents) in the sequence listed in the Conveyance Document Schedules and in the form prepared for execution and delivery of such Conveyance Documents, and shall deposit two complete sets thereof with the Clerk of this Court on or before 12:00

noon on March 29, 1976, and shall attest that each such set contains true copies of all such Conveyance Documents certified to this Court by the Association.

Henry J. Friendly
Presiding Judge

John Minor Wisdom
Judge

Roszel C. Thomsen
Judge

Date: March 15, 1976

Addendum I

Acknowledgment of Receipt and Acceptance of Conveyance Document(s)

Pursuant to the provisions of Order No. ___ entered on March ___, 1976, by the Special United States District Court established pursuant to Section 209(b) of the Regional Rail Reorganization Act of 1973 (Pub. L. 93-236, 87 Stat. 985), as amended;

_____, the Transferee (hereafter, "Transferee") specified in Conveyance Document Schedule No. _____ ("Schedule") of the Certification and/or Certification Supplement submitted to the Special Court on March 12 and March 24, 1976, respectively, by the United States Railway Association, hereby acknowledges receipt and acceptance from _____, the Transferor (hereafter, "Transferor") specified in the Schedule, of the following Conveyance Documents listed in the Schedule, unexecuted copies of which were contained in the Conveyance Document Addendum submitted with the Certification and Certification Supplement.

Conveyance Document No.	Location of Property or Description of Document

The Transferee hereby acknowledges that it received delivery of the foregoing Conveyance Documents as of 12:01 a.m. on April 1, 1976.

The Transferee hereby agrees for itself and its successors and assigns to perform and observe each of the obligations and conditions imposed on the Grantee, Transferee or Assignee by the terms of the foregoing Conveyance Documents; provided that the Transferee does not assume any obligation or liability that arises after the date of delivery of the foregoing Conveyance Documents out of any event, act or failure to act that occurred prior thereto, and, where an obligation or liability is related to a period that is both before and after such date, the Transferee assumes only that portion of the obligation or liability which is reasonably allocable to the part of the period after such date.

Where reasonably requested by the Transferor, in order to remove any uncertainty as to the effectiveness of this document, the Transferee will execute and deliver

in recordable form a separate Acknowledgment of Receipt and Acceptance of Conveyance Document with respect to any Conveyance Document.

IN WITNESS WHEREOF, _____, has caused this Acknowledgment of Receipt and Acceptance of Conveyance Document(s) to be executed in its corporate name by _____, its _____, duly authorized so to do, attested by _____, its Assistant Secretary, and its corporate seal to be hereunto affixed as of this ___ day of _____, 1976, and does hereby constitute and appoint said _____ its true and lawful attorney in fact for it and in its name to acknowledge this Acknowledgment of Receipt and Acceptance of Conveyance Document(s) as its act and deed.

Signed, attested and acknowledged
in the presence of the following
witnesses:

_____ [Insert Transferee's Name]

_____ By: _____

Attest: _____
Assistant Secretary

[Corporate Seal]

District of Columbia, ss:

On this ___ day of _____, 1976, before me, a Notary Public authorized to take acknowledgments and proofs in the District of Columbia, personally appeared _ _ _ _ _, personally known to me to be the person named in the foregoing Acknowledgment of Receipt and Acceptance of Conveyance Document(s), bearing the same date as this certificate of acknowledgment, as attorney in fact to acknowledge the same for and in the name of _ _ _ _ _ _, and acknowledged himself to be such attorney in fact and that the foregoing Acknowledgment of Receipt and Acceptance of Conveyance Document(s) is the free act and deed of _ _ _ _ _ _ _ _ for the purposes therein contained.

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

_____

Addendum II

Acknowledgment of Receipt and
Acceptance of Conveyance Document(s)

Pursuant to the provisions of Order No. _____ entered on March ___, 1976, by the Special United States District Court established pursuant to Section 209(b) of the Regional Rail Reorganization Act of 1973 (Pub. L. 93-236, 87 Stat. 985), as amended;

_____, the Transferee (hereafter, "Transferee") specified in Conveyance Document Schedule No. _____ ("Schedule") of the Certification and/or Certification Supplement submitted to the Special Court on March 12 and March 24, 1976, respectively, by the United States Railway Association hereby acknowledges receipt and acceptance from _____, the Transferor (hereafter, "Transferor") specified in the Schedule, of the following Conveyance Documents listed in the Schedule, unexecuted copies of which were contained in the Conveyance Document Addendum submitted with the Certification and Certification Supplement.

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Conveyance Document No.	Location of Property or Description of Document

The Transferee hereby acknowledges that it received delivery of the foregoing Conveyance Documents as of ____ a.m. (p.m.) on _____, 1976.

The Transferee hereby agrees for itself and its successors and assigns to perform and observe each of the obligations and conditions imposed on the Grantee, Transferee or Assignee by the terms of the foregoing Conveyance Documents; provided that the Transferee does not assume any obligation or liability that arises after the date of delivery of the foregoing Conveyance Documents out of any event, act or failure to act that occurred prior thereto, and, where an obligation or liability is related to a period that is both before and after such date, the Tranferee assumes only that portion of the obligation or liability which is reasonably allocable to the part of the period after such date.

Where reasonably requested by the Transferor, in order to remove any uncertainty as to the effectiveness of this document, the Transferee will execute and deliver

in recordable form a separate Acknowledgment of Receipt and Acceptance of Conveyance Document with respect to any Conveyance Document.

IN WITNESS WHEREOF, _ _ _ _ _ _, has caused this Acknowledgment of Receipt and Acceptance of Conveyance Document(s) to be executed in its corporate name by _ _ _ _ _ _ _, its _ _ _ _ _, duly authorized so to do, attested by _____, its Assistant Secretary, and its corporate seal to be hereunto affixed as of this ___ day of _____, 1976, and does hereby constitute and appoint said _ _ _ _ _ _ _ _ _ its true and lawful attorney in fact for it and in its name to acknowledge this Acknowledgment of Receipt and Acceptance of Conveyance Document(s) as its act and deed.

Signed, attested and acknowledged in the presence of the following witnesses:

_____ [Insert Transferee's Name]

_____ By: _____

Attest: _____
Assistant Secretary

[Corporate Seal]

District of Columbia, ss:

On this ___ day _____, 1976, before me, a Notary Public authorized to take acknowledgments and proofs in the District of Columbia, personally appeared _ _ _ _ _ _ _, personally known to me to be the person named in the foregoing Acknowledgment of Receipt and Acceptance of Conveyance Document(s), bearing the same date as this certificate of acknowledgment, as attorney in fact to acknowledge the same for and in the name of _ _ _ _, and acknowledged himself to be such attorney in fact and that the foregoing Acknowledgment of Receipt and Acceptance of Conveyance Document(s) is the free act and deed of _ _ _ _ _ _ for the purposes therein contained.

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

_____

United States District Court
for the District of Columbia
A TRUE COPY
JAMES F. DAVEY, CLERK
By Frances Smith
Deputy Clerk

Hudson

Document No. 0088

UNJ-CRC-RP-4

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

DEED

THIS DEED IS MADE BY AND BETWEEN

FAIRFAX LEARY,

AS TRUSTEE OF THE PROPERTY OF

THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, DEBTOR

("Grantor"), whose address is 1404 Mt. Pleasant Road,
Villanova, Pennsylvania 19085

AND

CONSOLIDATED RAIL CORPORATION,

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

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

WHEREAS, by orders of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 70-347-A the above-named individual was duly appointed and is now serving as Trustee of the property of the Debtor; and

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

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

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

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

County of Hudson, State of New Jersey

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

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

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

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

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

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

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

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

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SECRETARY OF STATE

RESERVING AND EXCEPTING, HOWEVER, TO THE GRANTOR:

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

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

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

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

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

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

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

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

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

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

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

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

FILED AND RECORDED
OCT 12 1978
DONALD LA
SECRETARY OF STATE

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

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

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

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

IN WITNESS WHEREOF, the Grantor has executed this Deed this 31st day of March, 1976.

Fairfax Leary (L.S.)

FAIRFAX LEARY, AS TRUSTEE OF THE PROPERTY OF THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, DEBTOR

Signed and Acknowledged in the Presence of:

Anna B. Freund
Anna Freund

Peter S. Reichertz
Peter S. Reichertz

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

DISTRICT OF COLUMBIA, SS:

On this 31st day of March, 1976, before me, a Notary Public authorized to take acknowledgements and proofs in the District of Columbia, personally appeared Fairfax Leary, personally known to me to be the person whose name is subscribed to the foregoing Deed, bearing the same date as this certificate of acknowledgement, and acknowledged himself to be the Trustee of the Property of The United New Jersey Railroad and Canal Company, Debtor, and that he executed the foregoing Deed as his free act and deed as such Trustee for the purposes therein contained.

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

Barbara P. Klein

NOTARY PUBLIC DISTRICT OF COLUMBIA

This Document Prepared By:

Northeast Rail Railway Association
Pursuant to the Act

Notary Public for the District of Columbia
My Commission Expires June 30, 1979

Document No. 0092

UNJ-CRC-RP-4

EXHIBIT A

TO THE DEED BY AND BETWEEN

FAIRFAX LEARY,

AS TRUSTEE OF THE PROPERTY OF

THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Hudson, State of New Jersey

FILED AND RECORDED
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DONALD LAN
SECRETARY OF STATE

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

This Exhibit A consists of the following pages only: A-1, A-2, A-3, A-4, A-5, A-7, A-8, A-9, A-10, A-11.

LIBER 3286 PG 761

-5-

Document No.

UNJ-CRC-RP-4

Situate in the County of Hudson, State of New Jersey, and being The United New Jersey Railroad and Canal Company's line of railroad known as the Penn Central Harsimus Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County at Harsimus Cove, passes through Journal Square, and terminates in the County near the junction with the Penn Central New York-Philadelphia Main Line, west of the New Jersey Turnpike Overhead Bridge.

The line of railroad described herein is identified as Line Code 1420 in the records of the United States Railway Association.

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

Exhibit E

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

0 53

CONRAIL

MEMORANDUM

DATE January 28, 1985

TO R. B. Hasselman
Room 1740

FROM J. F. Folk
Room 950

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

PHONE

FILE

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

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

(Dollars in Thousands)

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

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

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

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

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

Please advise if you require additional information.

TJMc/mk

Attachment

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

0 59

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

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

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

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

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

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

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

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

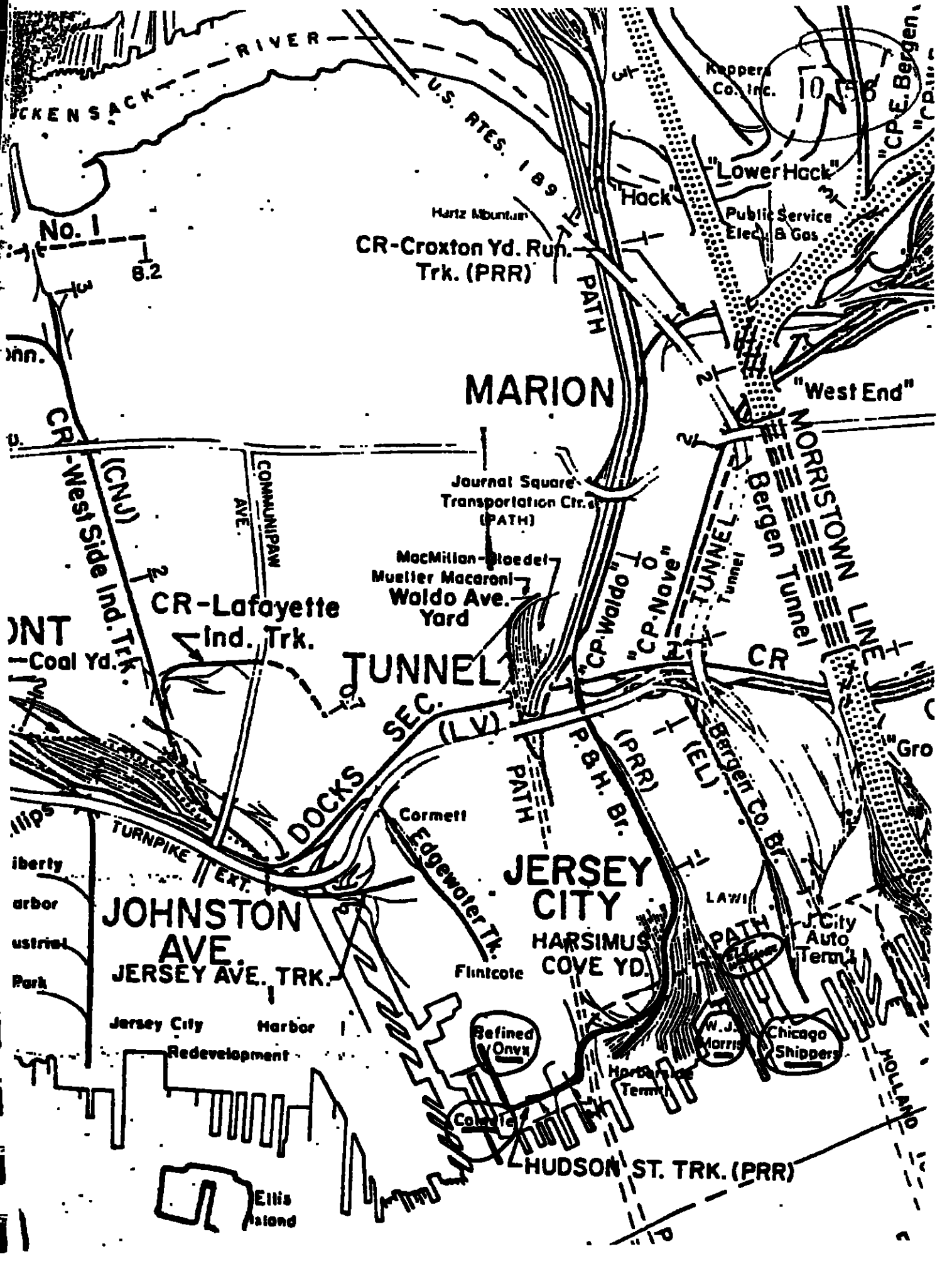
7. Regarding the payment of the moneys owed, we have sent the info regarding wiring the funds to our account. Later this week we will wire to your account $ 1,000,000 from our client Conrail to your trust account on behalf of Steve Hyman reflecting option funds held by our client Conrail in this matter.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

Let me know if you have any comments regarding this.

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

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

Thank you.



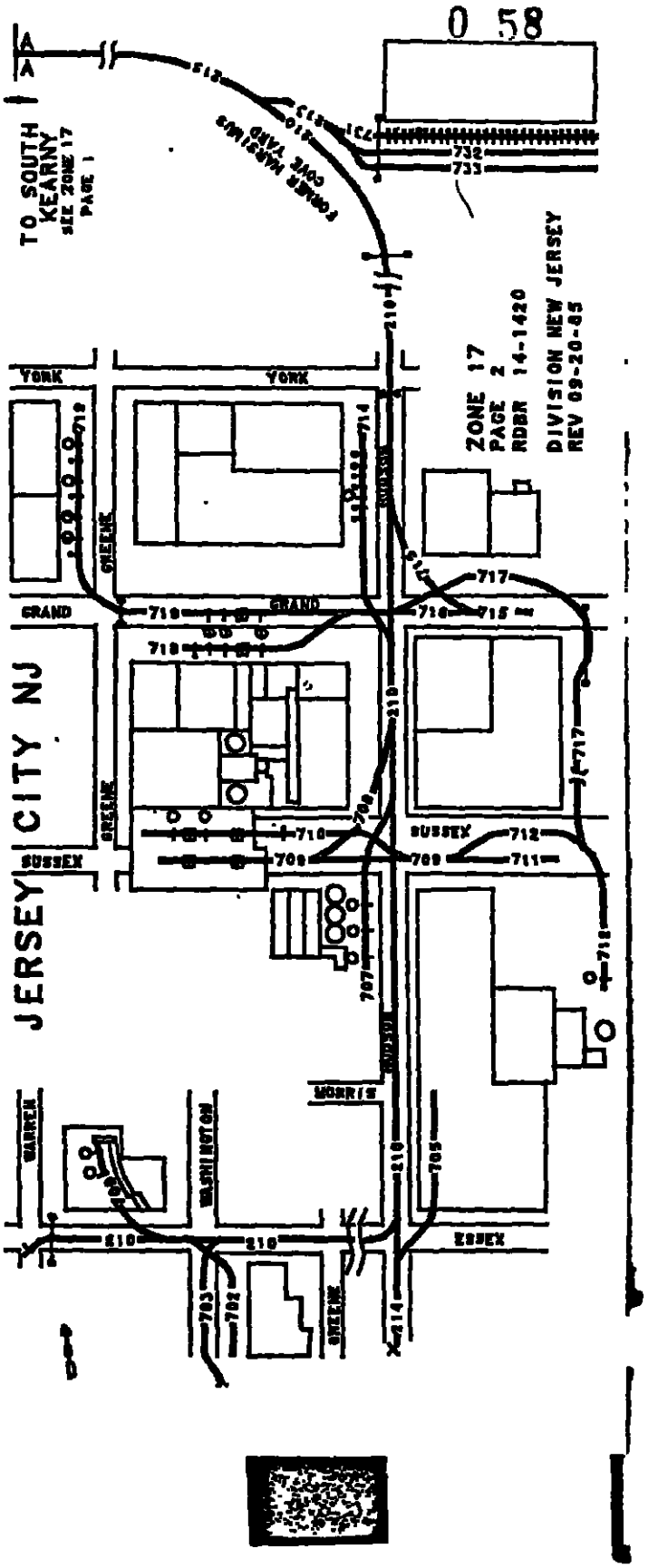
RIVER
U.S. RTES. 1 & 9
Koppers Co. Inc.
"CP-E. Bergen
"Lower Hack"
"Hack"
Public Service Elec. & Gas
Hartz Mountain
No. 1
8.2
CR-Croxton Yd. Run. Trk. (PRR)
PATH
MARION
"West End"
MORRISTOWN LINE
Bergen Tunnel
CR-West Side Ind. Trk.
(CNJ)
COMMUNIPAW AVE.
Journal Square Transportation Ctr. (PATH)
MacMillan-Bloedel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

0 58

ZONE 17

PAGE 2

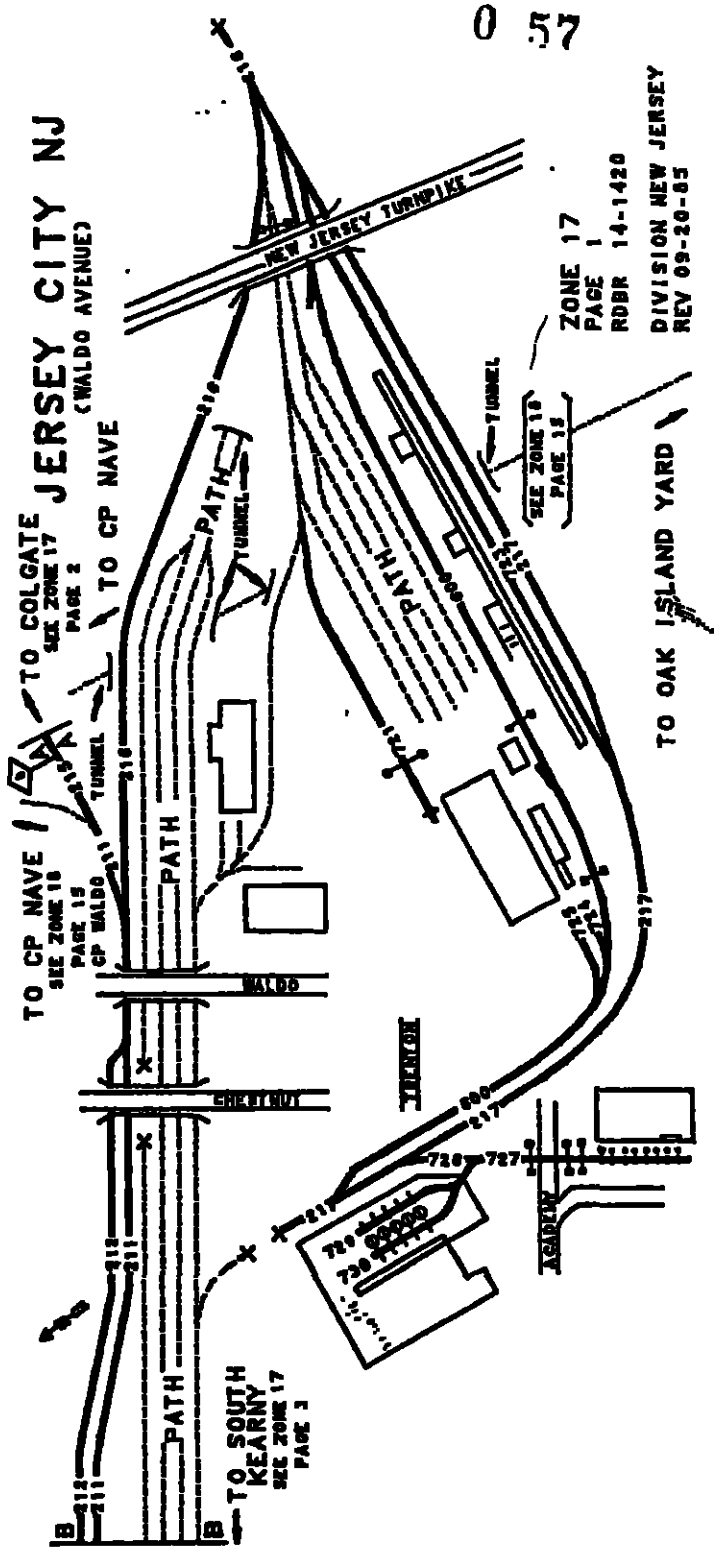
17 210 00 00 Hudson St. Industrial
17 213 00 00 Harsimus Cover #3 Ladder
17 214 00 00 Switching Lead
17 215 00 00 Harsimus Cove Elevation Track
17 700 01 02 Onyx
17 702 99 99 Vacant (Colgate Sugar House)
17 703 99 99 Vacant
17 705 99 99 Colgate Palmolive
17 707 01 03 Colgate Palmolive-New Yard
17 708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



ZONE 17

PAGE 1 of 11

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



CONRAIL

MEMORANDUM

6-4C Rev 12-82

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

0 5027

DATE: January 15, 1988

TO: J. F. Betak — LOCATION: L-1012

FROM: J. W. Dietz — LOCATION: P-920

SUBJECT: Line Screening Summaries - New Jersey

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

1-18-88 WAM/SEH Do you concur?

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

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

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

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

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

LEO/dmw

Attachments

CONRAIL LINE SCREENING SUMMARIES

(ALL DOLLARS IN THOUSANDS)

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

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

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

****

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

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

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

****

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

STATE: NEW JERSEY

01-14-1988
PAGE 1

CONRAIL LINE SCREENING SUMMARIES

(ALL DOLLARS IN THOUSANDS)

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

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

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

****

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

COMMENT: 1987 REHAB: $ 0.0

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

****

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

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

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

****

Exhibit 1

0 55

Hudson Street Track

(Dollars in Thousands)

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

* Customers remaining on this line.

TJMc/Costing
1/17/85

Exhibit F

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

Line Name	Type	LC	MP 1	MP 2	Rt. Mi.	Atty	Decision Date	Requested by
Arlington Ave. I.T. (Indianapolis, IN)	Line	60-8342	-0.90	0.70	1.60	JJP	5/1/95	F. R. Stapleton
Athol Br. (Athold, MA)	Spur	unknown				JJP	6/24/93	R. C. Krafty
Avonmore I.T. (Avonmore, PA)	Spur				1.90	JJP	11/15/95	F.B.Gossic
Axle Works I.T. (Homestead, PA)	Spur				0.60	JJP	11/1/89	M. A. Hutchinson
Beaver I. T. (Lovett, PA)	Spur	20-2144				JJP	6/1/93	J. W. Fallon
Bens Creek (Portage Dump Trk)	Spur	20-2149	0.00	0.68	0.68	JJP	4/26/93	J. W. Fallon (04/12/93)
Bloodgood Br. (Union County, NJ)	Spur	10-0532	19.91	20.05	0.14	JJP	5/6/94	Z. Drzewiecki
Bloomfield / Belleville, NJ	Spur	unknown				JJP	5/12/93	Z. J. Drzewiecki
C-A-P Br. (Scranton, PA)	Spur				0.00	JJP	11/7/95	G. Smith
Claremont R.T. (Baltimore, MD)	Spur	20-			1.10	JKE	11/7/95	G. Comstock
Dad's Dog Food Lead (Meadville, PA)	Line	40-6501			0.50	JJP	5/10/96	F. B. Gossic
Dillsburg Br.	Spur				0.50	JJP	6/15/95	J. Ahonen
Edgemoor I. T. (Edgemoor, DE)	Spur	10-1252	0.00	1.00	1.00	JJP	8/2/93	M. C. Rosamilia
Engleside I. T. (Phila, PA)	Spur	10-1183	0.00	0.30	0.30	JJP	6/4/93	Richard Cross
Enola Branch (Marysville, PA)	Jt. Project	xx-1326	74.00	74.40	0.40	JJP	6/6/96	A. T. Bankson
Exon Lead (Sharonville Yard Lead)	Spur	60-8211	0.00	0.67	0.67	JJP	1/4/96	F. R. Stapleton
Former Beech Creek	Spur	unknown				JJP	5/12/93	J. W. Fallon
Fort Wayne, Ind. Lead	Spur	unknown				JJP	6/24/93	R. D. Threlkeld (land sale)
Frankford St. I. T. (Trenton Ave. Ln)	Spur	10-1174				JJP	8/24/95	N. J. Prosperi (track lease)
Franklin I. T. (Franklin, OH)	Spur	60-8258	3.60	4.20	0.60	JJP	5/7/93	M.S. Scime
Gettysburg I. T. (Carlisle, PA)	Spur	20-0315	0.00	0.80	0.80	JJP	11/4/93	J. W. Fallon
Grand Jct. (East Boston I. T.)	Spur	30-4132	7.67	9.50	1.83	JJP	10/9/95	J. H. Ahonen
Greencastle I. T.	Spur	unknown				JJP	6/3/93	J. W. Fallon
Harsimus Br. (Jersey City, NJ)	Spur	10-1420	0.00	1.36	1.36	JJP	4/14/94	J. R. Beard (02/16/94)
Hastings Branch (Hastings Jct.,PA)	Spur	20-xxxx	0.00	2.60	2.60	JJP	8/2/93	J. W. Fallon
Herkimer Spur (Herkimer, NY)	Spur				0.00	JKE	10/26/95	J. Hindman
Hudson Sec. (Maybrook, NY)	Spur	30-0101	0.00	2.10	2.10	unknown	no letter on file	
Hudson St. I. T. (Jersey City, NJ)	Spur	10-1440	0.00	1.30	1.30	JJP	4/29/93	T. P. Dwyer
Hurley Lumber Ld (Perth Amboy)	Spur	unknown				JJP	1/20/93	Z. J. Drzewiecki (12/15/92)
Indian Run Ind. Track (Kensignton, PA)	Spur	40-2288	1.10	1.30	0.20	JJP	11/9/94	F. B. Gossic
Johnstown I.T. Johnstown, PA)	Line		1.10	1.60	0.50	JKE	11/10/95	G. R. Comstock
Kalamazoo Br. (Grand Rapids, MI)	Spur	50-5341	94.00	94.45	0.45	JJP	5/15/96	J. Kelly
Kennedy Valve Spur (Elmira, NY)	Spur	30-6304	248.90	249.10	2.20	JJP	6/12/96 - JJP	
Lancaster Mills I. T.	Spur	30-4182	0.60	1.50	0.90	JJP	5/14/93	M. G. Peterson
Langhorne Team Track / Ind. Lead	Spur	unknown				JJP	12/16/93	M. C. Rosamilia (land sale)
Mardella I. T. (Salisbury, MD)	Spur	10-1239	39.40	40.80	1.40	unknown	no letter on file	
Marginal Branch	Spur	40-22JJ			0.49	JJP	6/27/97	Brian Harrison
Middle Canal/Lumber (Williamsport, PA)	Spur	20-2316	217.90	218.10	0.20	JJP	11/22/94	A. K. Robbins / G. L. Smith
Millbrook Siding (Elmira, NY)	Spur	unknown				JJP	6/2/93	M. B. Phillips (land sale)
Muncy Br. (Muncy, PA)	Spur	unknown	0.00	0.60	0.60	JJP	2/23/95	C. A. Archer (Fallon, 02/02/94)

Spur Decisions Made by Law Department

Line Name	Type	LC	MP 1	MP 2	Rt. Mi.	Att'y	Decision Date	Requested by
Niles IT (South Bend, IN)	Spur	50-5346	9.90	10.60	0.70	JJP	7/30/97	R. Dietz (Asset Opt. Dept.)
Oberlin Ind. Lead (Harrisburg, PA)	Spur	unknown	0.00	1.04	1.04	JJP	3/19/96	K. Robbins (Harrisburg Div.)
Pappas Lead (Washington, DC)	Spur	unknown				RSN	1/27/95	Donald Shappel
Perth Amboy Br.	Spur	10-0510	17.00	18.00	1.00	JJP	4/26/93	Z. J. Drzewiecki (04/13/93)
Red Key I.T. (Sweetser,IN)	Line	xx-3107	162.05	163.20	1.15	JJP	5/14/92	W. Schoelwer
S. Canton Br. (Canton, OH)	Spur	40-2402			0.00	JJP	10/5/95	F. Gossio
S. Chester Tk. (Marcus Hook, PA)	Exempt	unknown	Market St.	Green St.		JJP	4/26/94	P. Killani
Speedway I.T. (Indianapolis, IN)	Spur	60-8564	4.18	4.70	0.52	JJP	5/31/94	
Thoroughfare Track (Phila, PA)	Spur	unknown				JJP	7/2/93	P. H. Killani
Toms River I. T. (Toms River, NJ)	Spur	10-0219	4.62	5.00	0.38	JJP	6/24/93	M. C. Rosamilia
Union Belt (Marion, OH)	Spur	unknown				JJP	11/4/93	W. A. Schoelwer (request to remove track)
Weirton Secondary (Collier, WV)	Line		35.70	38.40	2.70	JKE	2/28/96	F. B. Gossio
Westland Br. (Houston, PA)	Spur	40-	0.00	0.97	0.97	JJP	11/9/94	F. Gossio

Exhibit G

State of New Jersey

Christine Todd Whitman
Governor

Department of Environmental Protection
Division of Parks & Forestry
Historic Preservation Office
PO Box 404
Trenton, NJ 08625-0404
TEL: (609)292-2023
FAX: (609)984-0578

Robert C. Shinn, Jr.
Commissioner

January 25, 2000

Consolidated Rail Corporation
2001 Market Street
P.O. Box 41419
Philadelphia, PA 19101-1419

Dear Property Owner:

I am pleased to inform you that the Pennsylvania Railroad Harsimus Branch Embankment, 163-351 Sixth Street, Jersey City, Hudson County was entered onto the New Jersey Register of Historic Places on December 29, 1999. In accordance with N.J.S.A. 13:1B-15.131, listing of an area, site, structure or object on the New Jersey Register of Historic Places prevents the State, a county, municipality or any of their agencies or instrumentalities from undertaking any project that will encroach upon, damage or destroy the property listed without approval from the Commissioner of the Department of Environmental Protection.

The application for the Pennsylvania Railroad Harsimus Branch Embankment was favorably received by the State Review Board for Historic Sites and was subsequently signed onto the New Jersey Register by the State Historic Preservation Officer. It will now be sent to the National Park Service, U.S. Department of the Interior, Washington, D.C. to be considered for inclusion in the National Register of Historic Places. The Historic Preservation Office will inform you when we receive notification from the National Register Office that the Pennsylvania Railroad Harsimus Branch Embankment has been entered onto the National Register.

Congratulations.

Sincerely,

Dorothy P. Guzzo
Administrator

c: Mr Richard A. James, Pennsylvania Railroad Embankment Preservation Coalition

HPO-B99-86

State of New Jersey

Christine Todd Whitman
Governor

Department of Environmental Protection
Division of Parks & Forestry
Historic Preservation Office
PO Box 404
Trenton, N.J. 08625-0404
TEL: (609)292-2023
FAX: (609)984-0578

Robert C. Shinn, Jr.
Commissioner

February 17, 1999

CERTIFICATION of ELIGIBILITY

Mr. Richard A. James
Pennsylvania Railroad Embankment Preservation Coalition
226 Fifth Street
Jersey City, NJ 07302

Dear Mr. James:

This letter is in response to your request for a formal certification of eligibility for the Pennsylvania Railroad Harsimus Branch Embankment, in Jersey City, Hudson County, for inclusion in the New Jersey and National Registers of Historic Places.

Based on a review of the submitted documentation and other information already on file, it is my opinion, as Deputy State Historic Preservation Officer, that the Pennsylvania Railroad Harsimus Branch Embankment is eligible for listing in the New Jersey and National Registers of Historic Places under Criterion A for its association as a significant part of the railroad grade separation campaigns that especially affected the politics and quality of life in Jersey City and Newark during the two decades flanking the turn of the 20th century. The embankment is also eligible under National Register Criterion C as both an important example of the large-block ashlar masonry favored by the Pennsylvania Railroad during this period for its bridges and viaducts, and of the work of James J. Ferris, a notable Jersey City civil engineer.

If you have further questions about this finding, please contact Mr. Robert Craig of my staff, at (609) 984-0541.

Sincerely,

Dorothy P. Guzzo
Administrator

DPG/bc|..\b86

c: Michael Alterman

New Jersey is an Equal Opportunity Employer
Recycled Paper

City Clerk File No Ord. 03-010

Agenda No 3.J 1st Reading

Agenda No. 4.I. 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 03-010

TITLE: **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE CITY CODE CHAPTER 345, LAND DEVELOPMENT ORDINANCE, ARTICLE 30, HISTORIC PRESERVATION (EMBANKMENT)**

WHEREAS, the "Pennsylvania Railroad Harsimus Branch Embankment" was built in 1901-1905 on the site of an earlier 19th century freight way to facilitate the Pennsylvania Railroad in establishing a major freight yard on the Hudson River which contributed greatly to the growth of the Port of New York and New Jersey, and

WHEREAS, the embankment, as part of the largest transportation system in the country, facilitated the dedication of most of the Jersey City Waterfront to rail and rail related uses, and

WHEREAS, the monumental stone and earth structures comprising the embankment, although lacking their connecting iron plate bridges, are rare survivors of the age of railroad transport and are especially deserving of protection, and

WHEREAS, the "*Pennsylvania Railroad Harsimus Branch Embankment*" deserves recognition as a series of historically significant structures which played an important part in the social and economic development of downtown Jersey City; and

WHEREAS, the designation of the "Pennsylvania Railroad Harsimus Branch Embankment" as a historic landmark would protect and preserve the structure from demolition or alteration without review by the Jersey City Historic Preservation Commission; and

WHEREAS, the subject property is currently located at the following blocks and lots

Block	212	Lot	A
	247		50 A
	280		50 A
	317.5		50.A
	354.1		50 A
	389 1		A

and

WHEREAS, the subject property is currently owned by the Consolidated Rail Corporation otherwise known as Conrail, and

WHEREAS, Chapter 345, Article 30, Section F, "Procedure for Nominating Sites, Landmarks and Districts for Local Designation" provides that "Any interested party may nominate a site, landmark or district for local designation The nomination may originate at either the Historic preservation Commission, the Planning Board or City Council; however in any case, it shall be reviewed by all these bodies," and

WHEREAS, a petition for local landmark designation for the "Pennsylvania Railroad Harsimus Branch Embankment" was submitted to the Historic Preservation Commission on July 8th 2002, and

WHEREAS, at the July 8th 2002 regular meeting of the Jersey City Historic Preservation Commission, the Commission did review the petition and recommend its approval, and

WHEREAS, at the December 16, 2002 regular meeting of the Jersey City Planning Board, the Planning Board did review the recommendation of the Historic Preservation Commission dated August 6th 2002 and the State and National Registers of Historic Places Nomination and recommended submission to the City Council for approval,

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE CITY CODE CHAPTER 345, LAND DEVELOPMENT ORDINANCE, ARTICLE 30, HISTORIC PRESERVATION (EMBANKMENT)

NOW, THEREFORE, BE IT ORDAINED, by the Municipal Council of the City of Jersey City that City Code Chapter 345 Land Development Ordinance §345-30 "Historic Preservation Review and Procedures" be amended as follows (Material indicated by bold italic *thusly* is new material that is intended to be enacted)

Section 345-30 Historic Preservation Review and Procedures

G. Historic Districts/Landmarks

Pursuant to this section, the following historic districts and landmark buildings, objects, sites, structures or landscape features are designated and recognized as "historic" and shall enjoy the protection of law as herein provided.

Landmarks:	**Date**
Pennsylvania Railroad Harsimus Branch Embankment	***[Date of City Council Adoption]***
Apple Tree House	**5-24-2000**
Ellis Island	**6-22-1994**
Dickinson High School	**5-27-1980**
Historic Districts:	
Harsimus Cove	**7-21-1983**
Hamilton Park	**2-1-1977**
Van Vorst Park	**2-1-1977**
Paulus Hook	**2-1-1977**

BE IT FURTHER ORDAINED THAT

A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed

B This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code

C This ordinance shall take effect at the time and in the manner as provided by law.

D The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.

Robert D. Cotter, PP, AICP
Director, Division of City Planning

APPROVED _____

APPROVED _____
Business Administrator

APPROVED AS TO LEGAL FORM

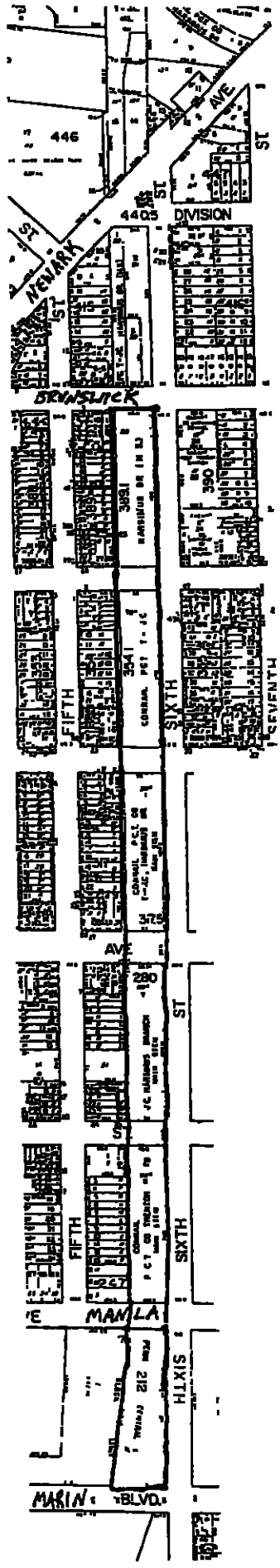
_____
Corporation Counsel

Certification Required ☐

Not Required ☒

0 2 0 0 0 0 2

Oklahoma Railroad Marisimus Branch Embankment



N

SUMMARY

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AN AMENDMENT TO THE CITY CODE CHAPTER 345, LAND DEVELOPMENT ORDINANCE, ARTICLE 30, HISTORIC PRESERVATION (EMBANKMENT)

This ordinance would officially designate the "Pennsylvania Railroad Harsimus Branch Embankment" as a local historic landmark, ensuring protection and preservation of the structure from demolition or significant alteration pursuant to Chapter 345, Article 30, Section G.

Date Submitted to B.A._____

ORDINANCE FACT SHEET

1. **Full Title of Ordinance**
ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE CITY CODE CHAPTER 345, LAND DEVELOPMENT ORDINANCE, ARTICLE 30, HISTORIC PRESERVATION

2. **Name and Title of Person Initiating the Ordinance.**
Mark Munley, Director, HEDC

3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance:**
This ordinance adopts an amendment to the City's Land Development Ordinance recognizing the "Pennsylvania Rail Road Harsimus Branch Embankment" as a locally designated Historic Landmark

4. **Reasons (Need) for the Proposed Program, Project, etc.:**
The "Pennsylvania Rail Road Harsimus Branch Embankment" is a series of structures spanning six blocks along Sixth Street, which once carried freight through downtown Jersey City to the railroad's Harsimus Yards The structures, once joined by plate girder bridges, are mainly constructed of massive masonry retaining walls and earthen fill and measure approximately 400 feet long by 100 feet wide

   In 1997, local preservationists began the process of achieving landmark status in order to preserve these historically significant structures. The State Historic Preservation Office has listed the structures on the State Register of Historic Places. The Jersey City Historic Preservation Commission and the Jersey City Planning Board have formally recommended Municipal Landmark Designation.

5 **Anticipated Benefits to the Community:**
The proposed amendments will protect the structures from demolition or significant alteration without review by the Jersey City Historic Preservation Commission and the City's Historic Preservation Specialist. The structures, which are a significant reminder of the role of railroads in the history of downtown Jersey City, are important to complete the interpretation of the adjoining historic districts of Harsimus Cove and Hamilton Park

6 **Cost of Proposed Project (Requirement)**
$0 00 There are no new costs to the City.

7 **Date Proposed Requirement will commence**
Immediately upon adoption

8. **Anticipated Completion Date:**
Immediately upon adoption

9. **Person Responsible for Coordinating Proposed Program, Project, etc.:**
Robert D Cotter, Director of City Planning 547-5050

10. **Additional Comments**
None

I Certify that all the Facts Presented Herein are Accurate.

Robert D Cotter
Division Director Signature

12/30/02
Date

(Acting) **Department Director Signature**

12/30/02
Date

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 03-010

3.J. JAN 0 8 2003 4.J. JAN 2 2 2003

TITLE: Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the City Code Chapter 345, Land Development Ordinance, Article 30, Historic Preservation (Embankment).

RECORD OF COUNCIL VOTE ON INTRODUCTION JAN 0 8 2003 9-0

COUNCILPERSON	AYE	NAY	NV		COUNCILPERSON	AYE	NAY	NV		COUNCILPERSON	AYE	NAY	NV	
BRENNAN	✓				GAUGHAN	✓				HEALY	✓			
DONNELLY	✓				MALDONADO	✓				VEGA	✓			
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES	✓			

✓ Indicates Vote NV–Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JAN 2 2 2003 8-0

Councilperson MALDONADO moved, seconded by Councilperson BRENNAN to close PH

COUNCILPERSON	AYE	NAY	NV		COUNCILPERSON	AYE	NAY	NV		COUNCILPERSON	AYE	NAY	NV	
BRENNAN	✓				GAUGHAN	✓				HEALY	✓			
DONNELLY	ABSENT				MALDONADO	✓				VEGA	✓			
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES.	✓			

✓ Indicates Vote MAUREEN CROWLEY, KAREN KOSDON, STEVEN GUCCIARDO, MARK ROTELLA, JANICE MONSON, LEON YOST, SAM PESIN, BOB RYAN, JOHN FIORILLA NV–Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____

COUNCILPERSON	AYE	NAY	NV		COUNCILPERSON	AYE	NAY	NV		COUNCILPERSON	AYE	NAY	NV	
BRENNAN					GAUGHAN					HEALY				
DONNELLY					MALDONADO					VEGA				
LIPSKI					RICHARDSON					SMITH, PRES				

✓ Indicates Vote NV–Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE JAN 2 2 2003 7-1

COUNCILPERSON	AYE	NAY	NV		COUNCILPERSON	AYE	NAY	NV		COUNCILPERSON	AYE	NAY	NV	
BRENNAN	✓				GAUGHAN	✓				HEALY	✓			
DONNELLY	ABSENT				MALDONADO	✓				VEGA	✓			
LIPSKI		✓			RICHARDSON	✓				SMITH, PRES.	✓			

✓ Indicates Vote NV–Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JAN 0 8 2003

Adopted on second and final reading after hearing on JAN 2 2 2003

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JAN 2 2 2003

Robert Byrne, City Clerk

APPROVED

L. Harvey Smith, Council President

Date JAN 2 2 2003

APPROVED

Glenn D. Cunningham, Mayor

Date 1-27-03

Date To Mayor JAN 2 3 2003

*Amendment(s)

City Clerk File No Ord. 04-096

Agenda No. 3.0 1st Reading

Agenda No. 4.0. 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance

CITY ORDINANCE 04-096

TITLE: **ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ACQUIRE BY PURCHASE OR CONDEMNATION PROPERTY LOCATED WITHIN BLOCK 212, LOT M, BLOCK 247, LOT 50A, BLOCK 280, LOT 50A, BLOCK 317.5, LOT 50A, BLOCK 354.1, LOT 50A, BLOCK 389.1, LOT 50 AND BLOCK 415, LOTS 50 AND 50.PL, MORE COMMONLY KNOWN AS THE SIXTH STREET EMBANKMENT**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Consolidated Rail is the owner of a 6 6 acre property designated as Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389 1, Lot 50 and Block 415, Lots 50 and 50.PL, on the City of Jersey City's Official Tax Assessment Map and more commonly known as the Sixth Street Embankment [Property]; and

WHEREAS, most of the site that is raised above grade was formerly used as a railroad embankment; and

WHEREAS, it has been determined that the Property is no longer needed for any railroad purpose or use, and

WHEREAS, pursuant to the Eminent Domain Act of 1971, N J S A 203-1 et seq., a municipality may acquire property for a public purpose; and

WHEREAS, the City of Jersey City desires to acquire the Property from Consolidated Rail as open space and to eventually construct a public park thereon, which purposes are valid public purposes; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that

1. The following properties are needed for a municipal public use, that is an open space and public park. Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 and 50.PL, on the City of Jersey City's Official Tax Assessment Map and more commonly known as the Sixth Street Embankment; and

2. The Corporation Counsel of the City of Jersey City or his duly designated agent and the Business Administrator are authorized and directed to undertake any actions and execute any documents necessary or appropriate to acquire the property either by purchase or condemnation in accordance with the Eminent Domain Act of 1971, N.J S.A. 20:3-1 et seq

3. The Corporation Counsel or the Business Administrator are authorized and directed to solicit proposals to engage the services of surveyors, title insurance companies, appraisers and any other professionals whose services are necessary or appropriate to implement the purposes of this ordinance

4. This Ordinance shall take effect at the time and in the manner as provided by law.

5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*

JM/ph
8-9-04

APPROVED AS TO LEGAL FORM
Corporation Counsel

APPROVED
APPROVED
Business Administrator

Certification Required ☐
Not Required ☐

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 04-096

TITLE 3.0. AUG 1 1 2004 4.0. SEP 0 8 2004

Ordinance authorizing the City of Jersey City to acquire by purchase of condemnation property located within Block 212, Lot M, Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354 1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 & 50.PL, more commonly known as the Sixth Street Embankment

RECORD OF COUNCIL VOTE ON INTRODUCTION AUG 1 1 2004 9-0

COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V	
BRENNAN	✓				GAUGHAN	✓				HEALY	✓			
DONNELLY	✓				MALDONADO	✓				VEGA	✓			
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES.	✓			

✓ Indicates Vote — N.V.–Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING SEP 0 8 2004

Councilperson RICHARDSON moved, seconded by Councilperson BRENNAN to close P.H. 9-0

COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V	
BRENNAN	✓				GAUGHAN	✓				HEALY	✓			
DONNELLY	✓				MALDONADO	✓				VEGA	✓			
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES	✓			

✓ Indicates Vote — N.V.–Not Voting (Abstain)

YVONNE BALCER
STEVE GUCCIARDO
DANIEL LEVIN
JOHN GOMEZ

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____

COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V.	
BRENNAN					GAUGHAN					HEALY				
DONNELLY					MALDONADO					VEGA				
LIPSKI					RICHARDSON					SMITH, PRES				

✓ Indicates Vote — N.V.–Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE SEP 0 8 2004 9-0

COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V	
BRENNAN	✓				GAUGHAN	✓				HEALY	✓			
DONNELLY	✓				MALDONADO	✓				VEGA	✓			
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES.	✓			

✓ Indicates Vote — N.V.–Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J on AUG 1 1 2004

Adopted on second and final reading after hearing on SEP 0 8 2004

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 0 8 2004

Robert Byrne, City Clerk

APPROVED

L. Harvey Smith, Council President / ACTING MAYOR

Date SEP 0 8 2004

APPROVED.

Date SEP 0 9 2004

Date To Mayor _____

*Amendment(s)

City Clerk File No. Ord. 04-096

Agenda No. 3.0 1st Reading

Agenda No. 4.0. 2nd Reading & Final Passage

ORDINANCE
OF
JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance.

CITY ORDINANCE 04-096

TITLE: **ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ACQUIRE BY PURCHASE OR CONDEMNATION PROPERTY LOCATED WITHIN BLOCK 212, LOT M, BLOCK 247, LOT 50A, BLOCK 280, LOT 50A, BLOCK 317.5, LOT 50A, BLOCK 354.1, LOT 50A, BLOCK 389.1, LOT 50 AND BLOCK 415, LOTS 50 AND 50.PL, MORE COMMONLY KNOWN AS THE SIXTH STREET EMBANKMENT**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Consolidated Rail is the owner of a 6.6 acre property designated as Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354 1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 and 50.PL, on the City of Jersey City's Official Tax Assessment Map and more commonly known as the Sixth Street Embankment [Property]; and

WHEREAS, most of the site that is raised above grade was formerly used as a railroad embankment; and

WHEREAS, it has been determined that the Property is no longer needed for any railroad purpose or use, and

WHEREAS, pursuant to the Eminent Domain Act of 1971, N.J.S.A 203-1 et seq., a municipality may acquire property for a public purpose, and

WHEREAS, the City of Jersey City desires to acquire the Property from Consolidated Rail as open space and to eventually construct a public park thereon, which purposes are valid public purposes, and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The following properties are needed for a municipal public use, that is an open space and public park: Block 212, Lot M, Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354.1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 and 50.PL, on the City of Jersey City's Official Tax Assessment Map and more commonly known as the Sixth Street Embankment; and

2. The Corporation Counsel of the City of Jersey City or his duly designated agent and the Business Administrator are authorized and directed to undertake any actions and execute any documents necessary or appropriate to acquire the property either by purchase or condemnation in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20.3-1 et seq.

3. The Corporation Counsel or the Business Administrator are authorized and directed to solicit proposals to engage the services of surveyors, title insurance companies, appraisers and any other professionals whose services are necessary or appropriate to implement the purposes of this ordinance.

4 This Ordinance shall take effect at the time and in the manner as provided by law.

5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/ph
8-9-04

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED.

APPROVED.

Business Administrator

Certification Required ☐

Not Required ☐

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 04-096

TITLE: 3.0. AUG 1 1 2004 4.0. SEP 0 8 2004

Ordinance authorizing the City of Jersey City to acquire by purchase of condemnation property located within Block 212, Lot M, Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354 1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 & 50.P1., more commonly known as the Sixth Street Embankment.

RECORD OF COUNCIL VOTE ON INTRODUCTION AUG 1 1 2004 9-0

COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V	
BRENNAN	✓				GAUGHAN	✓				HEALY	✓			
DONNELLY	✓				MALDONADO	✓				VEGA	✓			
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES.	✓			

✓ Indicates Vote N.V.–Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING SEP 0 8 2004

Councilperson RICHARDSON moved, seconded by Councilperson BRENNAN to close P.H.: 9-0

COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V.	
BRENNAN	✓				GAUGHAN	✓				HEALY	✓			
DONNELLY	✓				MALDONADO	✓				VEGA	✓			
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES.	✓			

✓ Indicates Vote N.V.–Not Voting (Abstain)

YVONNE BALCER
STEVE GUCCIARDO
DANIEL LEVIN
JOHN GOMEZ

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____

COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V.	
BRENNAN					GAUGHAN					HEALY				
DONNELLY					MALDONADO					VEGA				
LIPSKI					RICHARDSON					SMITH, PRES.				

✓ Indicates Vote N.V. Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE SEP 0 8 2004 9-0

COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V	
BRENNAN	✓				GAUGHAN	✓				HEALY	✓			
DONNELLY	✓				MALDONADO	✓				VEGA	✓			
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES.	✓			

✓ Indicates Vote N.V.–Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J on AUG 1 1 2004

Adopted on second and final reading after hearing on SEP 0 8 2004

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 0 8 2004

Robert Byrne, City Clerk

APPROVED

L. Harvey Smith, Council President /ACTING MAYOR

Date SEP 0 8 2004

APPROVED.

Date SEP 0 9 2004

Date To Mayor

*Amendment(s):

City Clerk File No Ord. 05-064
Agenda No 3.G 1st Reading
Agenda No. 4.F 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance

CITY ORDINANCE 05-064

TITLE **ORDINANCE AMENDING ORDINANCE 04-096 THAT AUTHORIZED THE CITY OF JERSEY CITY TO ACQUIRE BY PURCHASE OR CONDEMNATION CERTAIN PROPERTY COLLECTIVELY KNOWN AS THE SIXTH STREET EMBANKMENT, TO INCLUDE ONE ADDITIONAL PROPERTY, SPECIFICALLY BLOCK 446, LOT 18A**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City desires to acquire certain Property from Consolidated Rail for use as open space and to eventually construct a public park thereon, to be known as the Sixth Street Embankment, which purposes are valid public purposes, and

WHEREAS, by the adoption of Ordinance 04-096 on September 8, 2004, the City of Jersey City authorized the acquisition of property designated as Block 212, Lot M , Block 247, Lot 50A, Block 280, Lot 50A, Block 317 5, Lot 50A, Block 354 1, Lot 50A, Block 389 1, Lot 50 and Block 415, Lots 50 and 50 PL, on the City of Jersey City's Official Tax Assessment Map and more commonly known as the Sixth Street Embankment [Property]; and

WHEREAS, Block 446, Lot 18A, although needed for such purposes, was inadvertently omitted from Ordinance 04-096, and

WHEREAS, the Property is no longer used or needed for any railroad purpose, and

WHEREAS, pursuant to the Eminent Domain Act of 1971, N.J.S.A. 203-1 et seq., a municipality may acquire property for a public purpose

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1 The following properties are needed for a municipal public use, that is, an open space and public park Block 212, Lot M , Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354 1, Lot 50A, Block 389 1, Lot 50, Block 415, Lots 50 and 50.PL, and Block 446, Lot 18A, on the City of Jersey City's Official Tax Assessment Map and more commonly known collectively as the Sixth Street Embankment; and

2. The Corporation Counsel of the City of Jersey City or his duly designated agent and the Business Administrator are authorized and directed to undertake any actions and execute any documents necessary or appropriate to acquire the property either by purchase or condemnation in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20-3-1 et seq

3 The Corporation Counsel or the Business Administrator are authorized and directed to solicit proposals to engage the services of surveyors, title insurance companies, appraisers and any other professionals whose services are necessary or appropriate to implement the purposes of this ordinance.

4 This Ordinance shall take effect at the time and in the manner as provided by law

5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE All material is new, therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he
5-13-05

h 5000253

APPROVED AS TO LEGAL FORM
Joanne Monahan
Corporation Counsel

APPROVED _____

APPROVED Roger Grego
Acting Business Administrator

Certification Required ☐
Not Required ☑

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 05-064

3.G. MAY 1 8 2005 4.F. JUN 0 8 2005

TITLE

Ordinance amending Ordinance 04-096 that authorized the City of Jersey City to acquire by purchase or condemnation certain property collectively known as the Sixth Street Embankment to include one additional property specifically Block 446, Lot 18A

RECORD OF COUNCIL VOTE ON INTRODUCTION MAY 1 8 2005 8-0

COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V	
BRENNAN	✓				GAUGHAN	✓				CURRAN	✓			
DONNELLY	✓				MALDONADO	✓				VEGA	✓			
LIPSKI	ABSENT				RICHARDSON	✓				SMITH, PRES	✓			

✓ Indicates Vote N.V.–Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JUN 0 8 2005 9-0

Councilperson MALDONADO moved, seconded by Councilperson GAUGHAN to close P.H.

COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V	
BRENNAN	✓				GAUGHAN	✓				CURRAN	✓			
DONNELLY	✓				MALDONADO	✓				VEGA	✓			
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES.	✓			

✓ Indicates Vote N.V.–Not Voting (Abstain)

YVONNE BALCER
EDWARD McKIRDY
CARMINE ALAMPI
MARCIA ADAMS

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____

COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V	
BRENNAN					GAUGHAN					CURRAN				
DONNELLY					MALDONADO					VEGA				
LIPSKI					RICHARDSON					SMITH, PRES.				

✓ Indicates Vote N.V.–Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE JUN 0 8 2005 8-0-1

COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V	
BRENNAN	✓				GAUGHAN	✓				CURRAN	✓			
DONNELLY	✓				MALDONADO	✓				VEGA	✓			
LIPSKI	ABSTAIN				RICHARDSON	✓				SMITH, PRES.	✓			

✓ Indicates Vote N.V.–Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J on MAY 1 8 2005

Adopted on second and final reading after hearing on JUN 0 8 2005

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUN 0 8 2005

Robert Byrne, City Clerk

APPROVED

L. Harvey Smith, Council President

Date JUN 0 8 2005

APPROVED

Jerramiah Healy, Mayor

Date

Date To Mayor JUN 0 9 2005

*Amendment(s)

City Clerk File No. Ord 05-064

Agenda No. 3.G 1st Reading

Agenda No 4.F 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance

CITY ORDINANCE 05-064

TITLE **ORDINANCE AMENDING ORDINANCE 04-096 THAT AUTHORIZED THE CITY OF JERSEY CITY TO ACQUIRE BY PURCHASE OR CONDEMNATION CERTAIN PROPERTY COLLECTIVELY KNOWN AS THE SIXTH STREET EMBANKMENT, TO INCLUDE ONE ADDITIONAL PROPERTY, SPECIFICALLY BLOCK 446, LOT 18A**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN·

WHEREAS, the City of Jersey City desires to acquire certain Property from Consolidated Rail for use as open space and to eventually construct a public park thereon, to be known as the Sixth Street Embankment, which purposes are valid public purposes, and

WHEREAS, by the adoption of Ordinance 04-096 on September 8, 2004, the City of Jersey City authorized the acquisition of property designated as Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317.5, Lot 50A, Block 354 1, Lot 50A, Block 389.1, Lot 50 and Block 415, Lots 50 and 50 PL, on the City of Jersey City's Official Tax Assessment Map and more commonly known as the Sixth Street Embankment [Property]; and

WHEREAS, Block 446, Lot 18A, although needed for such purposes, was inadvertently omitted from Ordinance 04-096; and

WHEREAS, the Property is no longer used or needed for any railroad purpose; and

WHEREAS, pursuant to the Eminent Domain Act of 1971, N.J.S.A. 203-1 et seq., a municipality may acquire property for a public purpose

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1 The following properties are needed for a municipal public use, that is, an open space and public park Block 212, Lot M., Block 247, Lot 50A, Block 280, Lot 50A, Block 317 5, Lot 50A, Block 354 1, Lot 50A, Block 389 1, Lot 50, Block 415, Lots 50 and 50.PL, and Block 446, Lot 18A, on the City of Jersey City's Official Tax Assessment Map and more commonly known collectively as the Sixth Street Embankment; and

2. The Corporation Counsel of the City of Jersey City or his duly designated agent and the Business Administrator are authorized and directed to undertake any actions and execute any documents necessary or appropriate to acquire the property either by purchase or condemnation in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20-3-1 et seq.

3. The Corporation Counsel or the Business Administrator are authorized and directed to solicit proposals to engage the services of surveyors, title insurance companies, appraisers and any other professionals whose services are necessary or appropriate to implement the purposes of this ordinance

4. This Ordinance shall take effect at the time and in the manner as provided by law.

5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by bold face and repealed matter by *italic*.

JM/he
5-13-05

h 5000253

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

APPROVED:

APPROVED. Roger Grego
Acting Business Administrator

Certification Required ☐
Not Required ☑

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord 05-064

3.G. MAY 1 8 2005 4.F. JUN 0 8 2005

TITLE:

Ordinance amending Ordinance 04-096 that authorized the City of Jersey City to acquire by purchase or condemnation certain property collectively known as the Sixth Street Embankment to include one additional property specifically Block 446, Lot 18A.

RECORD OF COUNCIL VOTE ON INTRODUCTION MAY 1 8 2005 8-0

COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V	
BRENNAN	✓				GAUGHAN	✓				CURRAN	✓			
DONNELLY	✓				MALDONADO	✓				VEGA	✓			
LIPSKI	ABSENT				RICHARDSON	✓				SMITH, PRES.	✓			

✓ Indicates Vote — N.V.–Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JUN 0 8 2005 9-0

Councilperson MALDONADO moved, seconded by Councilperson GAUGHAN to close P.H.:

COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V	
BRENNAN	✓				GAUGHAN	✓				CURRAN	✓			
DONNELLY	✓				MALDONADO	✓				VEGA	✓			
LIPSKI	✓				RICHARDSON	✓				SMITH, PRES.	✓			

✓ Indicates Vote — N.V.–Not Voting (Abstain)

YVONNE BALCER
EDWARD McKIRDY
CARMINE ALAMPI
MARCIA ADAMS

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____

COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V	
BRENNAN					GAUGHAN					CURRAN				
DONNELLY					MALDONADO					VEGA				
LIPSKI					RICHARDSON					SMITH, PRES.				

✓ Indicates Vote — N.V.–Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE JUN 0 8 2005 8-0-1

COUNCILPERSON	AYE	NAY	N.V		COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V	
BRENNAN	✓				GAUGHAN	✓				CURRAN	✓			
DONNELLY	✓				MALDONADO	✓				VEGA	✓			
LIPSKI	ABSTAIN				RICHARDSON	✓				SMITH, PRES.	✓			

✓ Indicates Vote — N.V.–Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 1 8 2005

Adopted on second and final reading after hearing on JUN 0 8 2005

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUN 0 8 2005

Robert Byrne, City Clerk

APPROVED:

L. Harvey Smith, Council President

Date JUN 0 8 2005

APPROVED:

Jerramiah Healy, Mayor

Date

Date To Mayor JUN 0 9 2005

*Amendment(s):

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 05-399

Agenda No 10.Z.30

Approved MAY 18 2005

TITLE-

RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE COUNTY OF HUDSON FOR OPEN SPACE FUNDS TO ACQUIRE CONSOLIDATED RAIL PROPERTY KNOWN AS THE PENNSYLVANIA RAILROAD HARSIMUS STEM EMBANKMENT, OR SIXTH STREET EMBANKMENT

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City desires to acquire certain Property from Consolidated Rail for use as open space and to eventually construct a public park thereon, which purposes are valid public purposes, and

WHEREAS, by adoption of Ordinance 04-096 by the Municipal Council on September 8, 2004, the City of Jersey City authorized the acquisition of property designated as Block 212, Lot M; Block 247, Lot 50A; Block 280, Lot 50A; Block 317.5, Lot 50A; Block 354.1, Lot 50A; Block 389.1, Lot 50; Block 415, Lots 50 and 50.PL on the City of Jersey City's Official Tax Assessment map and more commonly known at the Sixth Street Embankment [Property] or the Pennsylvania Railroad Harsimus Stem Embankment [Property]; and

WHEREAS, the City of Jersey City added Block 446, Lot 18A to this list of property to be acquired in Ordinance 05-064, introduced on May 18, 2005; and

WHEREAS, the City has declared that the site is in need of Redevelopment and is assembling funding to acquire the site; and

WHEREAS, acquisition of the site conforms to findings, recommendations and priorities of the New Jersey Statewide Comprehensive Outdoor Recreation Plan, the New Jersey State Development and Redevelopment Plan, the statewide goals that are consistent with the Garden State Preservation Trust Act and Historic Preservation Office, as well as the Hudson County Master Plan and Hudson County Open Space and Recreation Plan; and

WHEREAS, the site is close to population centers, is accessible by public transportation, is accessible by walking and bicycling, and creates public access where none exists or where existing access is undeveloped or restricted ; and

WHEREAS, site acquisition and development as park and greenway will benefit a broad population segment-- local, regional, statewide, and interstate; and

WHEREAS, the project will add approximately six acres of open space to the City, which has a recognized deficit in open space, while providing the National Historic District of Harsimus Cove with a park; and

WHEREAS, acquisition of the property will protect critical wildlife habitat and advance the preservation of a wildlife corridor from the Hudson to the Hackensack; and

WHEREAS, the project will provide an integral walking trail and bikeway link in an existing and proposed county, regional, statewide, and interstate greenway (the East Coast Greenway), and

WHEREAS, the project will serve individuals with physical and developmental challenges by providing safe routes for bicycling and walking and wheelchair transit, thereby fulfilling the requirements of The Americans with Disabilities Act (ADA); and

WHEREAS, the project will contribute to better visual and physical access to the Hudson River waterfront from the interior of the Downtown; and

c.montange

From: <Moher1@aol com>
To: <c montange@verizon.net>
Sent: Tuesday, January 10, 2006 2:07 PM
Subject: Jersey City -- Petition for a Declaratory Order, STB Finance Docket 34818

Re:
Jersey City -- Petition for a Declaratory Order, STB Finance Docket 34818
Funds Available for Harsimus Embankment Acquisition

Dear Mr. Montange,

I am writing this email to confirm that, to the best of my knowledge, the City of Jersey City has $1.6 million in State of New Jersey Green Acres grants that were assembled to acquire the Harsimus Branch Embankment property, Jersey City.

In addition, Congressman Robert Menendez sponsored a $1.6 million earmark in the federal SAFETEA-LU transportation bill for the Embankment project. This bill was passed by Congress in July 2005.

The Embankment Preservation Coalition was instrumental in helping to raise these funds for Embankment acquisition for public use.

Sincerely,

Maureen Crowley, Coordinator
Embankment Preservation Coalition
201-963-0232

Exhibit H

BEFORE THE SURFACE TRANSPORTATION BOARD

Finance Docket No. 34818

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

VERIFIED STATEMENT OF
ANDREW STRAUSS

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

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

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

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

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

means.

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

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

Executed on 1.6.06.

Andrew Strauss

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

ANDREW L. STRAUSS, AICP / PP

Strauss and Associates / Planners
Selected Curriculum Vitae
December 2005

Planning Practice

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

Education

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

Experience

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

Affiliations

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

Articles / Publications

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

* Term / commitment completed

MEMORANDUM

To Maureen Crowley, Embankment Coalition

From: Andy Strauss, Strauss and Associates / Planners
Diane Strauss, Strauss and Associates / Planners

Re. Abandonment Docket Review / Harsimus Branch

Date November 17, 2004

Cc: Steve Gucciardo, Rick James

The Pennsylvania Railroad Harsimus Stem Embankment Preservation Coalition is working to ensure the acquisition, preservation and restoration of the Embankment for public recreational use. This memo examines matters pertaining to the regulatory or non-regulatory "abandonment" of the railroad by its owner-operators, including the Pennsylvania Railroad, Penn Central Corporation, Consolidated Railroad Corporation (Conrail) and the Norfolk Southern Corporation.

Background

The Harsimus Branch Embankment is a six block earthen-fill rail viaduct that served for over 100 years as the east-west freight conduit of the Pennsylvania Railroad's Jersey City operations, which terminated at the Harsimus Docks along the Hudson River. On April 1, 1976 Conrail took legal possession to the real estate beneath the Embankment and to all physical improvements thereto, including the earthen fill, supporting walls, track, tie, signal fixtures as well as the bridges over Jersey City's cross-streets (See, Appendix A for a map and legal description of the subject property) Although the Harsimus Docks and their "break bulk" cargo operations were deemed uneconomic and shuttered decades ago, the Harsimus Branch Embankment continued to serve a rail purpose into the early 1990s as a spur line facilitating freight train storage and reverse movements By 1994, however, Conrail deemed even this use excessive, and the Embankment's tracks were removed and two years later the cross-bridges were removed and (presumably) salvaged

The Problem

The issue at-hand is whether Jersey City can successfully condemn the Harsimus Branch Embankment for public use, namely for recreational and open space purposes. In a meeting held in March 2004 in the office of late-mayor Cunningham, Conrail affirmed its position that the Embankment is "railroad property and therefore immune from condemnation." A similar view was taken one month later at a meeting with Joanne Monahan, Jersey City Corporation Counsel The notion of the "railroad immunity" or "common carrier" defense to condemnation fails to square with the legal, practical and market conditions that frame the Embankment. At the same (March 2004) meeting Conrail confirmed that it had entered into a contract to sell the Embankment to a private land developer and speculator, Steve Hyman At this meeting Conrail acknowledged that the sale contemplated a non-railroad, real estate purpose.

Is the Embankement a regulated segment of the federal rail system and therefore immune from condemnation? Or is the tract merely unregulated, surplus real estate remaining in Conrail's portfolio? If the Embankment is deemed a regulated rail segment, then they must pursue a regulatory abandonment prior to disposition for non-railroad purposes Alternatively, if Jersey City wishes to acquire the Embankment – as regulated rail segment – then it need not condemn it, but work with Conrail to "railbank" it for interim park and trail use pending future reactivation for freight and rail activities. Whatever the factors, it is the contention of Strauss and Associates / Planners that the Embankment cannot be both railroad property and real estate for sale to a private developer

Research Directions

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

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

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

Findings

Strauss and Associates concludes that there has been no legal procedural abandonment of the Harsimus Branch Embankment As noted, because there has been no train traffic on the Harsimus Branch in over ten years (well beyond the two-year threshold), Conrail retains the right to invoke the class exemption for out-of-service lines and avoid normal regulatory scrutiny of rail line abandonment by the STB in the instance that is required to file an abandonment (See, Appendix B - STB's Spur and Industrial Side-track Exemption Policy, which includes a discussion of 'spur use' criteria and federal case law) Under the ICC Termination Act, 49 U.S C. 10502, a railroad company can abandon an out-of-service line simply by filing an exemption notice with the STB certifying that no traffic has moved on the line for two years Unlike the usual application process for railroad line abandonment, no Notice of Intent to Abandon or System Diagram Map or Narrative Notice is required. However, ten days before filing the exemption notice with the STB, Conrail would have to notify the New Jersey Board of Public Utilities or equivalent agency of its intention to do so Conrail would also have to send an advance environmental notice to the State of New Jersey, including the New Jersey State Historic Preservation Office in accordance with the STB regulation 49 CFR 1105 11 A complete list of required State of New Jersey contacts has been furnished to Strauss and Associates by STB legal staff, and is included at Appendix C.

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

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

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

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

Again, and on behalf of Strauss and Associates, Mr Rudy Saint-Louis, STB Staff Attorney (202 565 1590) searched STB's case management system for all Conrail abandonments in Jersey City and/or Hudson County. The Database came up with 16 documents, most of which could be dismissed directly The list of abandonments is attached at Appendix D. Interestingly, there was one document, Case No 1158_X (Item No 14 within Appendix D), a 1996 abandonment exemption covering a section of track just under one mile in length that appeared promising Mr. Saint-Louis searched the microfilm for this case and found that it referred to the Meadows II Industrial Track. Working with and through Mr. Saint-Louis, Strauss and Associates we could find no reference to Harsimus or Harismus other than in regard to the Weehawken Branch / River Line abandonment

STB Libranan Kelley Weber (202.565 1668) researched the old index card file of finance documents going back to 1887 but could find no reference to Harsimus or relevant Jersey City cases, including but not limited to pre-Conrail abandonments. The index card file she searched predates the establishment of the STB – which replaced the Interstate Commerce Commission (ICC) in 1995 – and includes the pre-computer era at STB as well Abandonments were recorded as regular finance documents until the early 1970s when they were broken out and separately recorded.

All railroad abandonments are published in the Federal Register A search of the Federal Register's website (www.gpoaccess.gov/fr) using the keywords "Harsimus," "Harismus," "New Jersey," "Hudson County" and "Jersey City" resulted in the same reference to the Passaic and Harsimus Line (spelled "Harismus") in the abandonment documents regarding the Weehawken Branch / River Line. At our request a follow-up search was initiated by Paul Markoff of the STB's Environmental Analysis Section (202 565.1625), which also resulted in the same (negative) findings.

At the state level, Strauss and Associates initiated its research with a call to Sam DiDonato at the New Jersey Department of Treasury, Division of Taxation, Property Administration (609 984.1636), in order to ascertain the tax status of the Embankment. Mr. DiDonato reported that much of the land beneath the Embankment is legally Class I (non-railroad use) property, transferred from exempt property taxation

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

Item	Location	Area	Transfer Date
1	From a point west of Waldo Ave. to Newark Ave.	0.709 ac.	1998
2	Between Newark and Brunswick Sts	0 319 ac	1998
3	Between Brunswick and Monmouth Sts.	0 882 ac	1998
4	Between Monmouth and Coles Sts.	0.881 ac.	1998
5	Between Coles and Jersey Sts.	0.884 ac	1998
6	Between Jersey and Erie Sts.	0.882 ac., est	1998
7	Between Erie and Grove Sts.	0 882 ac., est.	1998
8	Between Grove and Henderson Sts.	1 4 ac , est	1998

At the New Jersey Department of Transportation (NJDOT), we spoke to a number of officials regarding the status of the Harsimus Line We discussed the embankment with Paul Snyder, Director, Office of Railroad Engineering and Safety, NJDOT (609 530 5681) The Office of Railroad Engineering and Saftey's records, which include old Public Utility Commission files from the early 1970s, showed that last inspection of the rail bridges was in 1990 The 1990 inspection sheet cited routine repairs that needed to be made, but there was no reported urgency. In September 1994 the rails were removed and, in 1996 the bridges were demolished. That is the sum total of information on the Harsimus Branch, as furnished by the DOT's Office of Railroad Engineering and Saftey.

We also contacted Jim Badgley, Director, Office of Freight Services, NJDOT (609 530 8026), who noted that many railroad lines in NJ are out-of-service but not officially abandoned Mr Badgley said it is likely that there were safety issues regarding the bridges. He explained that the NJDOT retains no regulatory power over railroads, therefore, no permits would have been issued by NJDOT for removal of the tracks and/or connecting bridge structures

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

Strauss and Associates spoke to several officials at NJ Transit, an agency within NJDOT Although NJT staff were keenly interested in discussing the matter, no one was able to provide any useful information to us Those contacted at NJT include: Rich Wizneschi, Planning (973.491.7808), Bernadette Gill, Director, Office of Real Estate (973 491.7167), David Dieck, Rail Contracts (973 491.7920), and Jack Brendlen, New Light Rail Construction Unit (973 491 8234).

Strauss and Associates contacted Charles Scott at the New Jersey Historic Preservation Office (609 633 2396). As the Hudson County field officer, Mr Scott was very familiar with the Embankment and the relevant abandonment issues related to its future Mr. Scott reiterated that listings on the State and National Registers of Historic Resources does not restrict private use of private property unless there are government funds involved or government oversight required, such as STB review of abandonment Local historic listing of the Embankment in Jersey City has more significance, since the zoning ordinance has the Municipal Land Use Law backing it

Strauss and Associates contacted Mr. Daniel Horgan, Esq. at Waters, McPherson McNeil in Secaucus (201 863 4400) Mr Horgan serves as counsel to the Harborside Center in Jersey City, a one-time "break bulk" cargo and warehouse facility formerly served by at-grade railroad lines that connected directly to the Embankment. Mr Horgan has agreed to review archived files to determine whether the Harsimus Branch may have been included (by reference) in the abandonments filed by Conrail to facilitate acquisition and development of Harborside, Colgate, NJT's light rail project and/or road widenings along Henderson-Marin Boulevard. The results this search will be forthcoming and will likely take weeks or months and may still be inclusive (thus, we thought it best not to delay further the delivery of this memo)

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

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

* * *

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

Maureen, Steve
Rick

Steve Hyman
(NA)

Larry Bembry, VC
Paul Macke, JC Law
Anthony Cruz, J
Russ Maffei, JC
Stan Easton, JC
Joanne Monahan, JC Esq.

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

/ Mayor on-bd. for ED

/ ED for public use

/ Steering Comm re acq & reuse

/ Conrail - Hyman (K) = legally binding, pot. extension

/ Assume cash (GA) is available

/ Bob Ryan, Conrail 732.906.3015
John Fiorello, Esq ↑ 732.545.3814

3-16-04
Embankment Open Space Meeting

Attendees

1. Larry Bemby - Grants Office - 201 547-5754
2. Paul W. Mackey - Law Dept. - 201-547-5178
3 John K. Fiorilla - W'GFRELP Army for Conrail 732-545-2250
4 Robert W. Ryan Conrail 732 906 3015
5 Richard Jam EPC 201-798-7157
6 Andy Strauss Strauss Assocs. 609 695 2777
7 Bob Cotter City Planning 201-547-5050
8 Russ Maffei Grants office 201 547 5758
9 Anthony Cruz Mayor's office .5575
10 Stephen Cucciardo Embankment Pres. Coalition 201 522 9209
11. Maureen Crowley " " 201 963 0232

Exhibit I

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C.

STB Finance Docket No. 34818

CITY OF JERSEY CITY, RAILS TO TRAILS CONSERVANCY, PENNSYLVANIA RAILROAD HARSIMUS STEM EMBANKMENT PRESERVATION COALITION, AND NEW JERSEY STATE ASSEMBLYMAN LOUIS M. MANZO

STATEMENT OF ROBERT D. COTTER, AICP, PP
PLANNING DIRECTOR, CITY OF JERSEY CITY
MAY 7, 2006

1. I am Robert D. Cotter, and I serve as the Planning Director of the City of Jersey City. I have been the director of the City's City Planning Division continuously since January of 1990. I began my service within Jersey City as a planner with the Jersey City Redevelopment Agency in July of 1980, where I served until April of 1983. Subsequently, I transferred to the direct employ of the City of Jersey City into its planning unit, then known as "Urban Research and Design," (now the Division of City Planning) where I was employed from April of 1983 to April of 1986, whereupon I left the employ of the City of Jersey City. This statement is true and accurate to the best of my recollection. I have endeavored to review documents in my files in order to refresh my recollection.

2. Among my responsibilities in these above mentioned capacities has been the research and production of the various "blight reports" and redevelopment plans for much of the Jersey City waterfront and its inner-city neighborhoods, including the Harsimus Cove South Redevelopment Plan and the Exchange Place North Redevelopment Plan.

3. While conducting my field research in the preparation of both of the above mentioned redevelopment plans and blight studies during the summer and fall of 1983, I clearly recall observing an active rail line traversing the area of what we call the Harsimus Yards and running south along the approximate right-of-way of today's Greene Street and Hudson Street. This line served the then existing industries in this area of the

Hudson River waterfront, including Colgate-Palmolive and Onyx Chemical. This active rail line emanated from the Sixth Street Embankment.

4. During the conduct of a public hearing on January 18, 1984, at which I was the primary city staff person presenting the findings of our research on the matter of determining if the Harsimus Cove South Study Area met New Jersey's statutory criteria to be declared to be a "blighted area," a letter of objection from the Onyx Chemical Company was entered into the record of the Planning Board's hearing. Identified as "O-6, January 18, 1984," (copy attached) this letter refers to the "Conrail railroad yards and the track which services Onyx Chemical. The letter goes on the explain that, "It is the purpose of the letter to make you (the JC Planning Board) aware of the adverse impact discontinuation of such rail service would have upon my client's business (Onyx Chemical). The letter states that in the full year of 1983, over 9 million pounds of raw material were transported in 103 rail tank cars along the rail spur. I append this to show that the line was in use as late as 1984 by local industry, and local industry was opposed to abandonment of rail service. While the City was definitely interested in redevelopment of the Hudson River waterfront, the City did not intend to do so by sanctioning illegal abandonments of rail service.

5. The Harsimus Cove yards, which formerly began from roughly the end of the Embankment (former Henderson Street) to the Hudson River were not large enough for containers, and this limited their use by the 1980's to local industry. Local rail dependent industry gradually left the waterfront in the 1980's, and most of the waterfront has now been redeveloped. However, the property comprising the Harsimus Branch from former Henderson Street back to the rail lines at Waldo remained intact, and was owned in fee simple absolute by Conrail. Not much was done in connection with the Embankment because Conrail continued to use it to turn trains, but allowed its condition to deteriorate.

6. The deterioration itself was of concern, and by the late 1990's, Mayor Bret Schundler's administration viewed the area as in need of redevelopment. My office was directed to begin the steps necessary to produce a redevelopment plan for the six blocks

of the Embankment. In April of 1997, the Municipal Council adopted a resolution authorizing the Jersey City Planning Board to conduct a preliminary investigation to determine if the Sixth Street Embankment met the criteria to be declared an area in need of redevelopment, and to review and recommend a proposed redevelopment plan for the area.

7. On March 10, 1998, the Jersey City Planning Board conducted a public hearing on the matter of determining if the Sixth Street Embankment qualified as an area in need of redevelopment and determined that it did, and so recommended to the Municipal Council. On March 11, 1998, the Municipal Council adopted a resolution (copy attached) accepting the planning board's recommendation and so declared the Sixth Street Embankment to be in need of redevelopment.

8. During this time, the planning staff, myself included, was working with the neighbors to the Sixth Street Embankment to produce a redevelopment plan for the eventual replacement of the embankment with housing that would be compatible in scale and style with the surrounding community of late 19th Century brick and frame , mostly three and four story structures. While that work progressed, the administration agreed to withdraw a proposed ordinance to adopt a redevelopment plan to accomplish that end as the planning staff had not yet reached agreement with the neighborhood as to the content of such plan. A subsequent planning board meeting on April 28, 1998, ended in an adjournment and agreement to continue working with the community to secure an acceptable plan.

9. Over the next few weeks, the community began to gel around the idea of preservation of the embankment for its historic value, its potential for open space preservation, and its possible use as a non-motorized means of access to the Hudson River. It became apparent that we should be looking at uses other than merely more housing.

10. The efforts of the neighbors continued and coalesced in the formation of the Pennsylvania Railroad Harsimus Stem Embankment Preservation Coalition, and a concerted effort to secure the adaptive re-use of the embankment structure for historic preservation purposes, open space use and pedestrian and bicycle right-of-way got underway. Upon Mayor Cunningham's coming to office in July, 2001, Jersey City actively began pursuing this approach.

11. On March 13, 2003, a package of support letters was sent to Robert Ryan of Conrail by the Coalition, which expressed the willingness of the city to receive the embankment property, contingent on Conrail, CSX and Norfolk Southern being willing sellers, and the assembly of needed funding. Attached to that package was a letter signed by all nine members of the Municipal Council.

12. On May 29, 2003, Mark Munley, Director of the Department of Housing, Economic Development and Commerce, and I met with Frank Palmaccio regarding a joint purchase of the 8 parcels being offered by the railroad group. Mr. Palmaccio owned a tract of land adjacent to the westernmost parcels being offered by Conrail and he was interested in acquiring it to expand his holdings there. We in planning were interested in acquiring the Embankment for preservation. It was agreed that Mr. Palmaccio could contact Mr. Robert Ryan of Conrail, and discuss a kind of joint acquisition. Mr. Palmaccio did in fact call Mr. Ryan, and Mr. Palmaccio forwarded us a brief synopsis of his conversation with Mr. Ryan (copy attached). The memorandum indicates the dubious attitude adopted by Mr. Ryan to the City's goal of preserving the Embankment.

13. On March 16, 2004, Mayor Cunningham, myself, members of the Mayor's staff and representatives of the Embankment Coalition, met with Robert Ryan of Conrail and John Fiorilla, Esq., and discussed the city's willingness to take possession of the Sixth Street Embankment. Contingent upon funding from outside sources, Mayor Cunningham expressed support for this acquisition. Conrail claimed that it had entered into a contract with a buyer already, and would not discuss purchase with the City unless and until the contract lapsed. The City suggested that it could employ condemnation authority.

However, Conrail took exception to the idea that Jersey City could condemn the land for the public purpose of a public park, open space, and bike/ped right-of-way with Mr. Fiorilla explaining that federal law pre-empted the city's powers of eminent domain as it affects railroads. This caused considerable confusion. We did not understand how Conrail could say it was selling the property to a private developer for houses at the same time it claimed that we could not do anything about it due to federal preemption. One of the attendees at the meeting, Andy Strauss, undertook to find out if Conrail had received federal abandonment authority. It is my understanding that Mr. Strauss could not find any indication that Conrail had received abandonment authority. We hoped to avoid litigation, and we did not wish to proceed illegally by starting an eminent domain proceeding against a federally regulated rail line, because that would be an embarrassing waste of resources.

14. During this time, the city began work on a streetscape improvement project that would have enhanced the Sixth Street Embankment as a public amenity through the provision of a new sidewalk along the northern side of the Embankment where there was only dirt and weeds. My staff was assigned to make this happen, and we pursued it as a pedestrian enhancement project. Also, at this time, work was beginning in my office to pursue creation of the part of the East Coast Greenway that is supposed to be located on the Sixth Street Embankment. Use of the Embankment is ideal for this purpose, because it will provide grade-separated access for pedestrians and bicyclists as they traverse Jersey City to the Hudson River waterfront across from Manhattan. Indeed, it is an ideal structure for that purpose.

15. In March of 2004, the first application for New Jersey Green Acres funding to secure funds needed to acquire the Embankment was submitted to the NJ DEP. This request was funded in the amount of $800,000. A subsequent application submitted in 2005 was also funded in the same amount.

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

Executed on MAY. 8, 2006

O-6
1/18/84
A(yes)

LAW OFFICES

ROSEN, GELMAN & WEISS

A PROFESSIONAL CORPORATION

GATEWAY I

NEWARK, N.J. 07102

(201) 622-0700

HOWARD T. ROSEN
GEORGE B GELMAN
SIDNEY D. WEISS
WILLIAM C. SLATTERY
ALBERT BURSTEIN
WALTER G. REINHARD
PATRICK J. McCARTHY
WILLIAM J. BALCERSKI
JILL L. McNISH
JEFFREY SPEISER
DOROTHEA G CRACAS
JAMES H. LASKEY
ROBERT CRANE
ALICE GIANNI
JILL E. HALEY
JACK F. TROPE

January 18, 1984

Gerald Sheehan, Chairman
Jersey City Planning Board
26 Journal Square
Jersey City, New Jersey 07306

Re: Harsimus Cove South Blight Report

Dear Mr. Sheehan:

I represent Onyx Chemical Company, 190 Warren Street, Jersey City, New Jersey, with respect to the matter pending before you concerning the Harsimus Cove South Blight Report and Redevelopment Plan.

In the introduction to the Redevelopment Plan document, dated December 28, 1983, reference is made to the Conrail railroad yard and the track which services Onyx Chemical. It is the purpose of this letter to make you aware of the adverse impact discontinuation of such rail service would have upon my client's business.

The data herewith presented is based on the full year 1983. In that period 9,317,000 pounds of raw materials were delivered directly into our plant, transported in 103 rail tank-cars along the rail spur. Should this means of delivery not be available, additional freight costs would total over $92,000.

More importantly for area residents, elimination of tankcar deliveries would compel use of an additional 233 tank truck deliveries to transport the same amount of tonnage now carried by rail, thereby increasing such deliveries by approximately 30% over current traffic.

If the Planning Board does determine that a declaration

of blight is appropriate for the area under study, we request that a specific exclusion be made for the Conrail spur. It should also be noted that other major industrial facilities, as well as Onyx Chemical, would be harmed by termination of the described service.

Please make this letter a part of your record of comments at public hearings.

Thank you for your courtesy.

Very truly yours,

Albert Burstein

Albert Burstein

AB/fc

C.C. John J. Burke, Executive Vice President
Onyx Chemical Company

Dennis Sadlowski, Esq.

Resolution of the City of Jersey City, N.J

City Clerk File No. Res. 98-872

Agenda No. 10.6

Approved: DEC 09 1998

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY CORRECTING A RESOLUTION DECLARING THE SIXTH STREET STUDY AREA AN AREA IN NEED OF REDEVELOPMENT

WHEREAS, the Municipal Council of the City of Jersey City, has, by Resolution, authorized the Jersey City Planning Board to conduct a preliminary investigation to determine if the Sixth Street Study Area meets the criteria of New Jersey's Local Redevelopment and Housing Law, *NJSA 40A:12A-1 et seq.*, and can be declared an area in need of redevelopment; and

WHEREAS, the Planning Board, at its meeting of March 10, 1998, which meeting was properly noticed as required by law, did conduct an investigation into the conditions affecting the property in question, and did approve a motion to recommend to the Municipal Council that the referenced area be so declared; and

WHEREAS, the Planning Board's recommendation is based on evidence presented to them and contained in the Study Report prepared by the City Planning Division, and testimony of interested parties attending said Planning Board meeting; and

WHEREAS, the Planning Board did find, and so recommends to the Municipal Council, that the area in question meets the statutory criteria of *NJSA 40A:12A-5.* b , d., and e.;

WHEREAS, the Municipal Council Resolution 98-140 adopted on March 11, 1998 included a typographical error, to wit , it listed sections b., c., and d. as the legislative criteria justifying the declaration of redevelopment need when, in fact, the Study Report adopted by the Municipal Council and recommended by the Planning Board proved that the Study Area met the criteria of *NJSA 40A:12A-5.*b., d., and e.;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City as follows:

1. That the Municipal Council corrects the record to identify *NJSA 40A:12A-5.* b., d., and e as the criteria met and included within the Planning Board Study Report and that the Study Area is declared and re-confirmed as an area in need of redevelopment.

CERTIFIED to be a true copy of RESOLUTION adopted by the Municipal Council of the city of Jersey City at its meeting of 12/9/98

Robert Byrne
CITY CLERK

Robert D. Cotter, PP, Director
Division of City Planning

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM

12/3/98
Asst. Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12/9/98

COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.	
CAVANAUGH	✓				GAUGHAN	✓				COLON	✓			
DONNELLY	✓				VEGA	✓				SMITH	✓			
BETTINGER	✓				HOLLOWAY	✓				DeGISE, PRES.	✓			

✓Indicates Vote

N.V.—Not Voting (Abst

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Thomas A. DeGise, President of Council

Robert Byrne, City Clerk

JUN 17 2003

May 30, 2003

TO: Mark Munley (Director, Jersey City Housing, Economic Development and Commerce) 30 Montgomery Street (Suite 900) Jersey City, NJ 07302-3821

FROM: Frank Palmaccio
201-206-7887 (phone)
201-858-0853 (fax)

RE: CONRAIL PROPERTY

Thank you for the time you and Mr. Cotter afforded me yesterday per our meeting regarding the acquisition of Conrail property.

Pursuant to your request for me to act as an intermediary between Conrail and Jersey City in order to facilitate a potential deal, this letter summarizes my telephone conversation of 5/30/03 with Mr. Bob Ryan (Director of Real Estate, Conrail).

Please note, per your instruction I prefaced my conversation by indicating to Mr. Ryan that I was acting only as an interested party in hopes of re-opening an unproductive relationship that may prove fruitful for all concerned.

The following points were discussed with applicable responses:

1) Jersey City will be ordering an appraisal on subject property.
Reply: He was happy to hear this. Mr. Ryan asked by who and when?

2) With regards to letter Conrail received which had negative connotations.
Reply: He was more put off by Jersey City's lack of follow-up.

3) Jersey City will be submitting applications for grant money.
Reply: When, by who, and how much?

4) Abandonment Environmental Issues - I asked Mr. Ryan to provide me with information/steps of process involved.
Reply: He requested Jersey City law department request in writing and he would instruct Conrail's council to reply in detail. With respect to environmental, he intimated studies were done 3-4 years ago (illegally) by Jersey City and to his knowledge they were inconclusive. He added that Conrail would permit Jersey City to conduct whatever studies they wanted providing necessary paperwork was signed by Jersey City. He also added that railroad properties historically do not inheritantly have significant environmental issues.

5) Would Conrail consider a long-term lease or combination purchase/ finance arrangement?
Reply: Yes, if a good percentage of money was put up front. I then explained to Mr. Ryan the City's plight and lack of funds available presently. However, I then indicated to him that the following monies

continued...

are presently available:

$200K - Between myself and other property owner
$250K - Acquisition money from Embankment Committee

Mr. Ryan asked if this property is so important to Jersey City, why don't they free up some money from somewhere else?
My response: I would speak to you. Mark, why not utilize the $700K (+/-) earmarked for the street-scape project for the Conrail parcels? I would think that Jersey City residents would be very happy to put off the street-scape project in order to resolve this issue. And, if added to current collective bankroll, the following monies would then be available:

$200K - Between myself and other property owner
$250K - Embankment aquisition money
(+/-) $700K - Street-scape budget
$1.15 Million

After speaking to Mr. Ryan and Mr. Fiorilla over the last six months, I firmly believe that if a collective offer with $1.15 million cash was presented, that Conrail would be willing and flexible on the balance and terms of the transaction.

In closing, Mr. Ryan expressed a strong desire to work out negotiations and requested that Jersey City send a letter to him with specific particulars which would show Conrail a desire to move forward rather than the current status.

Mark, assuming the current administration truly wants to acquire this property and not have this messy situation linger for years, I am very confident that a deal can be struck. Kindly give me a call to discuss further and I look forward to our next meeting with all parties involved.

Sincerely,

Frank Palmaccio

Frank J. Palmaccio

cc: Bob Cotter (J. City, Director of City Planning)
Alex Booth (J. City Legal Department)
Stephen Gucciardo (Commissioner, Embankment Committee)
Lucianno/Alberto (A&L Auto Shop)

Exhibit J

BEFORE THE SURFACE TRANSPORTATION BOARD

Finance Docket No. 34818

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

VERIFIED STATEMENT OF
ELEUTERIO MALDONADO, JR.

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

1. I, Eleuterio Maldonado, Jr., am presently serving as Deputy Executive Director of the Hudson County Improvement Agency (HCIA), an autonomous public agency with broad responsibilities in solid waste management, recycling, affordable housing, and transportation management in Hudson County. In the capacity of Deputy Executive Director, I also serve as Director of the Hudson Transportation Management Association (TMA), a division of the HCIA.

2. Jersey City has a Mayor and Council form of government, with a Councilperson representing each of six wards in the City and three additional Councilpeople representing the City

at large.

3. Between July 1, 2001, and June 30, 2005, I served as the Councilman representing the approximately 41,000 residents of Ward E, the area of Downtown Jersey City through which the easternmost segment of the Harsimus Branch, and its Embankment, runs.

4. When I was elected Councilman, I was very familiar with issues relating to the Embankment. Given the redevelopment of the Jersey City waterfront, it was obvious that something had to be done with the Embankment. Conrail had not invested in it since rail use ceased in the 1990's, and the City viewed it as a blighted area. The railroad was allowing trash to collect and billboards to accumulate on it. Because the surrounding land use was residential, Mayor Bret Schundler's response, which was a standard response, was to consider developing the Embankment for additional housing. However, this would have required the Embankment's removal. The historic significance of the Embankment was quickly recognized, which is not surprising since the Embankment itself abuts two National Historic Districts in the City.

5. By the time I was elected Councilman in 2001, the Embankment had received state and national recognition through listing on the State Register of Historic Places and eligibility for the National Register.

6. In order to preserve a property like the Embankment as a park and recreational facility, one has to take a different approach and seek different sources of funding than one pursues for an ordinary redevelopment plan to construct offices or residential dwellings. The Jersey City Redevelopment Agency no longer was the proper vehicle to put a program together. Instead, the City had to seek financial support from federal and state grant-making authorities. Throughout my service as Councilman, I worked closely with public officials and local citizens to do exactly that: come up with the funding to meet Conrail's purchase price requirements. Fortunately, we were successful. Unfortunately, Conrail, although it knew of our interest, sold the property to SLH Properties.

7. I understand that Conrail is contending the City of Jersey City showed little interest in Embankment acquisition before it granted an option contract and then sold the property to a developer. That is not correct. Conrail was apprised of our interest but chose to pursue other interests. From my time in office until now, I witnessed continuing progress by the City of Jersey City to preserve the Embankment by acquiring it for public use, until Conrail sold it to be removed and broken up into houses. I candidly did not expect this, because Conrail had worked to preserve a similar structure in Manhattan, and

Jersey City planned to pay Conrail as much as it would get from breaking the Embankment up.

8. I personally attended the first meeting organized by the Embankment Preservation Coalition to discuss with Conrail possible acquisition of the Embankment by a public entity, presumably the County or City, with the help of private citizens. Conrail was represented by Robert Ryan, Real Estate Director, and John Fiorilla, Counsel. The date of the meeting was February 6, 2003. Conrail asked the Coalition to put a proposal in writing to them, and include endorsements from City officials,by mid-March 2003. It is my understanding that the Coalition complied with this request but did not hear back from Conrail.

9. Mayor Glenn Cunningham, who succeeded Mayor Schundler, pledged during his campaign to preserve the Embankment, and during his term established an acquisition committee comprising city officials, including myself, and citizens. Mayor Cunningham told Conrail the City would acquire the property, by eminent domain if necessary. It is my understanding that Conrail claimed the City could not do so because of the property's railroad status.

10. After Mayor Cunningham's untimely death in office, Interim Mayor L. Harvey Smith and Mayor Jerramiah Healy, the current mayor, continued our successful efforts to raise the

money necessary to acquire the property.

11. The Municipal Council on which I served repeatedly passed measures supporting preservation and acquisition. Among these measures are the following.

A. April 10, 2002, Resolution 02-270, directing the Historic Preservation Commission and Planning Board to review and comment on a Nominating Application to designate the Pennsylvania Railroad Harsimus Stem Embankment as a local Historic Landmark.

B. January 22, 2003,Ordinance 03-010 adopting amendments to the City Code, Chapter 345, Land Development Ordinance, designating the Embankment as a Municipal Landmark.

D. September 8, 2004, Ordinance 04-096 authorizing the City to acquire by purchase or condemnation property commonly known as the Sixth Street Embankment

E. February 9, 2005, Resolution 05-112 authorizing submission of Green Acres grant for Embankment acquisition.

F. May 18, 2005, Resolution 05-399, authorizing submission of a grant application to the County of Hudson for open space funds to acquire Conrail property known as the Pennsylvania Railroad Harsimus Stem Embankment.

G. June 8, 2005, Ordinance 05-064 authorizing the City to acquire by purchase or condemnation one additional parcel in property commonly known as the Sixth Street Embankment.

H. June 22, 2005, Resolution 05-510 authorizing a professional service contract to Geod Corporation in connection with a boundary survey of Conrail property commonly known as the Sixth Street Embankment.

12. In addition to these Council activities, the Planning Board and Historic Preservation Commission held hearings and made recommendations relevant to the Embankment. Public notices of each of these meetings as well as the Council Meetings were published, and in addition Conrail received special notice of some measures. Conrail representatives appeared at several of these meetings, so they were quite aware of the City's interest in preservation and acquisition.

13. I understand that Conrail and SLH are contending or implying that the City may have been complicit in its de facto abandonment. The focus of a city official is to get a blighted condition addressed. We would naturally assume that Conrail would comply with whatever legal requirements were applicable, in terms of rail regulation. I certainly was not an expert in it. Although I wished Conrail to sell the Embankment to the City or some other public agency for preservation, it was never my understanding that the City had ever entered into some kind of understanding with Conrail that Conrail could or should illegally abandon the Embankment

without complying with applicable requirements that the railroad first obtain abandonment authorization from the Interstate Commerce Commission or the Surface Transportation Board. In short, we certainly wanted blight removed, but we never intended this to mean that we waived our legal rights as respects federal regulation of the property in question.

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

Executed on 5-7-06

Eleuterio Maldonado, Jr.

Attachment C

BEFORE THE SURFACE TRANSPORTATION BOARD

Finance Docket No. 34818

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

VERIFIED STATEMENT OF
RON EMRICH

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

1. I, Ron Emrich, am Executive Director of Preservation New Jersey, a statewide nonprofit organization founded in 1978 and dedicated to preserving New Jersey's historic resources.

2. For twelve years, Preservation NJ has issued a "10 Most Endangered Historic Sites" list of precious sites throughout the state that are under threat and may be lost unless quick and concerted efforts are undertaken by public and private organizations and individuals.

3. On Tuesday, May 9, 2006, Preservation NJ will be

announcing the 2006 "10 Most Endangered Sites" on the steps of the State House in Trenton and posting the list on the website, www.pnj10most.org. The Pennsylvania Railroad Harsimus Stem Embankment is among these sites.

4. The Harsimus Branch Embankment is listed because of its importance to state, regional and national history as the terminus of the Pennsylvania Railroad freightway from the American heartland to the Hudson River in New Jersey and to the integrity of two National Historic Districts through which it runs, among other reasons. It is under threat by Conrail's sale to a private developer who has plans to demolish it.

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

Executed on 8 May 2006

Ron Emrich

Exhibit K

CAPEHART SCATCHARD
ATTORNEYS AT LAW

John K. Fiorilla
856.914.2054
jfiorilla@capehart.com

June 17, 2005

Via Fax and Regular Mail

John J. Curley, Esq.
John J. Curley, L.L.C.
Suite 320
5 Marine View Plaza
Hoboken, NJ 07030

Re: Consolidated Rail Corporation – Jersey City Railroad Embankment
Your File No. 319.9405
Our File No. 0476.50485
6th Street Embankment Project

Dear Mr. Curley:

This letter is in response to yours of June 7, 2005 regarding the Jersey City Railroad Embankment which is owned by my client, Consolidated Rail Corporation.

Please note that, although my client is still the fee owner of this property, SLH Holding Corporation has an option to purchase the property and that option includes enhanced authority regarding condemnation, zoning, and development approval. SLH Holding Corporation is represented by Edward D. McKirdy, Esq. of Morristown, New Jersey and Carmine Alampi, Esq. of Hackensack, New Jersey.

Regarding a convenient date for appraisal inspections, Conrail's real estate offices are currently being moved from Edison, New Jersey to Elizabeth, New Jersey and the boxing and moving of records, including the valuation maps you requested, is currently underway. Our client would like to set up a convenient date for the appraisal inspections after July 15, 2005 when the moving and adjustments involved in the move (and vacations of some of the involved employees) will be concluded. Please call me about this.

You should also be aware that the Jersey City Embankment, which is a portion of the Conrail Harsimus Branch, was abandoned in April, 1994 without application to the Interstate Commerce Commission pursuant to federal law which does not require formal ICC (now Surface Transportation Board) approval. Please also note that Conrail has no title insurance commitments regarding the property which it obtained from the Trustees of the Penn Central Transportation Company at Conrail's creation in April, 1976 pursuant to the Regional Rail Reorganization Act and the orders of the Special Court of Rail Reorganization.

I look forward to hearing from you regarding the appraisal inspection date so that we may set mutually convenient times.

Sincerely,

CAPEHART & SCATCHARD, P.A.

John K. Fiorilla

JKF/ajd

cc: Edward D. McKirdy, Esq.
Carmine Alampi, Esq.
Mr. Robert W. Ryan

AJD\502009

CAPEHART
SCATCHARD

0 60

John K. Fiorilla
856.914.2054
jfiorilla@capehart.com

October 4, 2005

Rec'd 10/7/05

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

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

Dear Carmine:

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

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

Please call me if you have any further questions.

Sincerely,
CAPEHART & SCATCHARD, P.A.

John K. Fiorilla

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

Exhibit L

BEFORE THE SURFACE TRANSPORTATION BOARD

Finance Docket No. 34818

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

VERIFIED STATEMENT OF
JOHN J. CURLEY

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed on Jan. 6. 2006

John J. Curley

{0319 9405 00003385 DOC }

Exhibit C: Appendix I

Consideration : $333335.00 Exempt Code: S

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

QUITCLAIM DEED

Case 72931-A

07/18/2005 09:53A
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Book 26601 Pg 1

000011008
RECEIVED
AND RECORDED

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

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

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

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

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

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

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

Robert W. Ryan

TAX REFERENCE:
Block 212 Lot M

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

BK=07616 PG=00001

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

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

(3.) A. Allocation of Specific Obligations to Remediate.
The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

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

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

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

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

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

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

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

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

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

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

PC 03

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

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

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

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

EXHIBIT A

CASE NO. 72931-A

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

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

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

SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005

Project No. 030333202

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

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

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

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

1. Along said westerly sideline of Marin Boulevard, south 06 degrees 22 minutes 03 seconds west, 135.12 feet; thence,

2. Along the northerly line of lands known and designated as Tax Map Lot 1, Block 212, north 77 degrees 29 minutes 57 seconds west, 322.57 feet; thence,

3. Still along said northerly line of Lot 1, north 83 degrees 44 minutes 57 seconds west, 81.33 feet to the easterly sideline of Manila Avenue (60 foot wide right-of-way); thence,

4. Along said easterly sideline of Manila Avenue, north 06 degrees 22 minutes 03 seconds east, 100.00 feet to its intersection with the aforementioned southerly sideline of Sixth Street; thence,

5. Along said southerly sideline of Sixth Street, south 83 degrees 44 minutes 57 seconds east, 402.05 feet to the point or place of beginning.

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

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

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

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

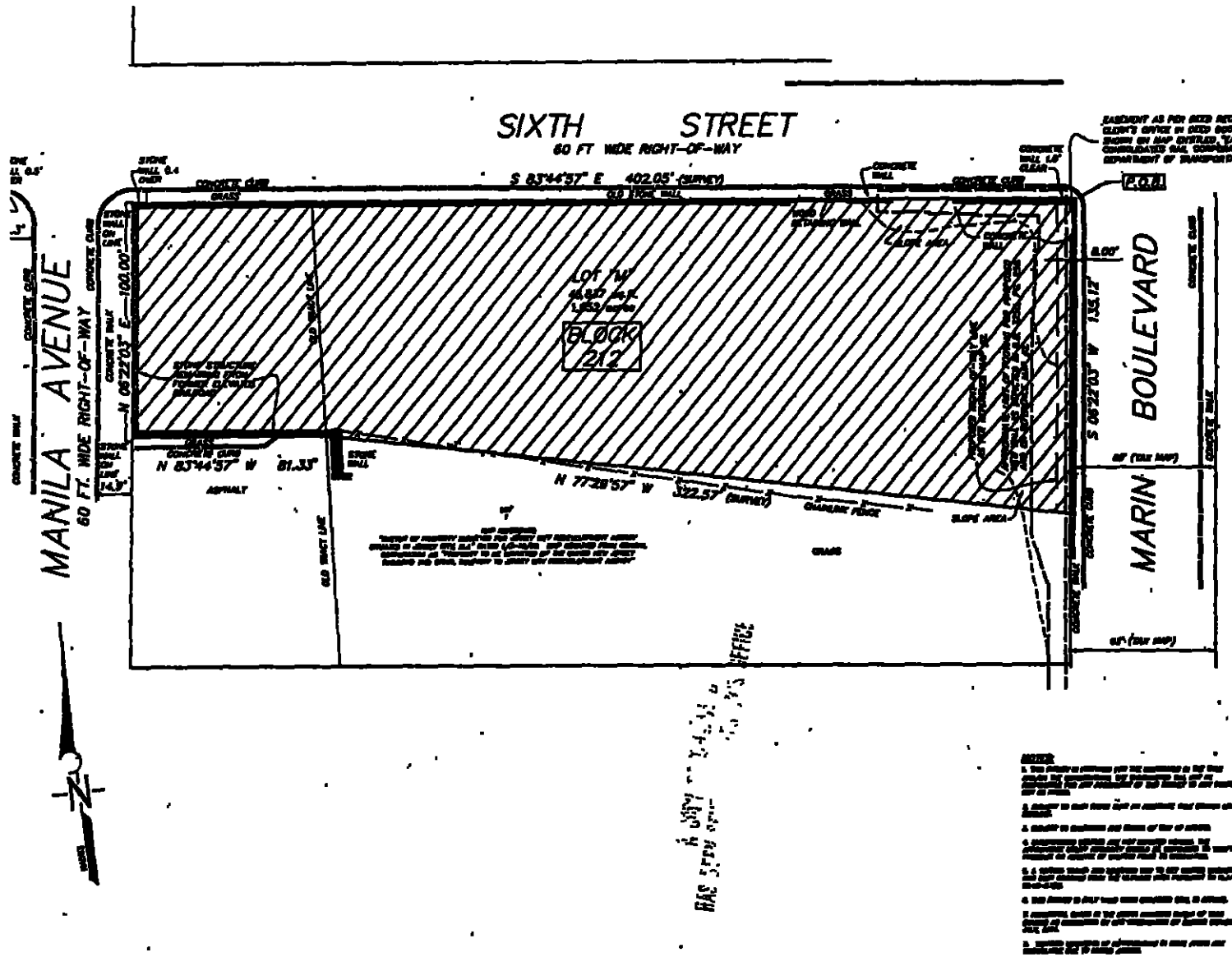


EXHIBIT "A", Page 3 of 3

Case No. 72931A
FILENAME: 14200013B

		-NOTICE-	GLEN J. LLOYD PROFESSIONAL LAND SURVEYOR, N.J. LIC. No. 0537[illegible]	SCHOOR DEPALMA Engineers and Consultants Cert. Of Authorization 240A27[illegible] 30 WATERVIEW BOULEVARD P.O. BOX [illegible] PARSIPPANY, NJ [illegible] TEL. (973)[illegible] FAX (973)[illegible]	BOUNDARY SURVEY LOT M - BLOCK 212 PROPERTY OF CONRAIL CORPORATION JERSEY CITY HUDSON COUNTY, NEW JERSEY

0303332
1"=30'
12/29/04
G.L.
1 of 1

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):
Name(s) Consolidated Rail Corporation

Current Resident Address 405 Division Street, Suite 215

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

PROPERTY INFORMATION (Brief Property Description):
Block(s) 212 Lot(s) 50 A (Lot M) Qualifier

Street Address Marin Boulevard and Sixth Street

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

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

SELLER ASSURANCES (Check the Appropriate Box):

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

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

July 13, 2005
Date

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

BK-07616 PG-00008

July 13, 2005
Date

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

Powered by HotDocs®

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

SEALED and DELIVERED in the presence of us:

CAROL A. PUTIRI

CONSOLIDATED RAIL CORPORATION
By:

Robert W. Ryan
Director-Real Estate

ATTEST:

CAROL A. PUTIRI

Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF Philadelphia)

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

Notary Public

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

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

BK:07616 PG:00009

Consideration : $333333.00 Exempt Code: 5

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

fee3 Date: 07/18/2005

QUITCLAIM DEED (NJ)

Case 72931-B

07/18/2005 09:52A
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 2666

000011007
RECEIVED
AND
RECORDED
DEE

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

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

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

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

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

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

Robert W Ryan

TAX REFERENCE:
Block 247, Lot 50A

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

A COPY OF THIS DEED 3
HAS BEEN ... OFFICE

BK:07615 PG:00334

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

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

(3.) A. Allocation of Specific Obligations to Remediate.
The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

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

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

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

BK=07615 PG=00335

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

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

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

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

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

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

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

BK=07615 PG=00336

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

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

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

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

EXHIBIT A

CASE NO. 72931-B

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

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

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

BK=07615 PG=00338

SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005

Project No. 030333202

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

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

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

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

1. Along said westerly sideline of Manila Avenue, south 06 degrees 22 minutes 03 seconds west, 100.00 feet; thence,

2. North 83 degrees 44 minutes 57 seconds west, 401.11 feet to the easterly sideline of Erie Street (60 foot wide right-of-way); thence,

3. Along said easterly sideline of Erie Street, north 06 degrees 22 minutes 03 seconds east, 100.00 feet a point of intersection with the aforementioned southerly sideline of Sixth Street; thence,

4. Along said southerly sideline of Sixth Street, south 83 degrees 44 minutes 57 seconds east, 401.11 feet to the point or place of beginning.

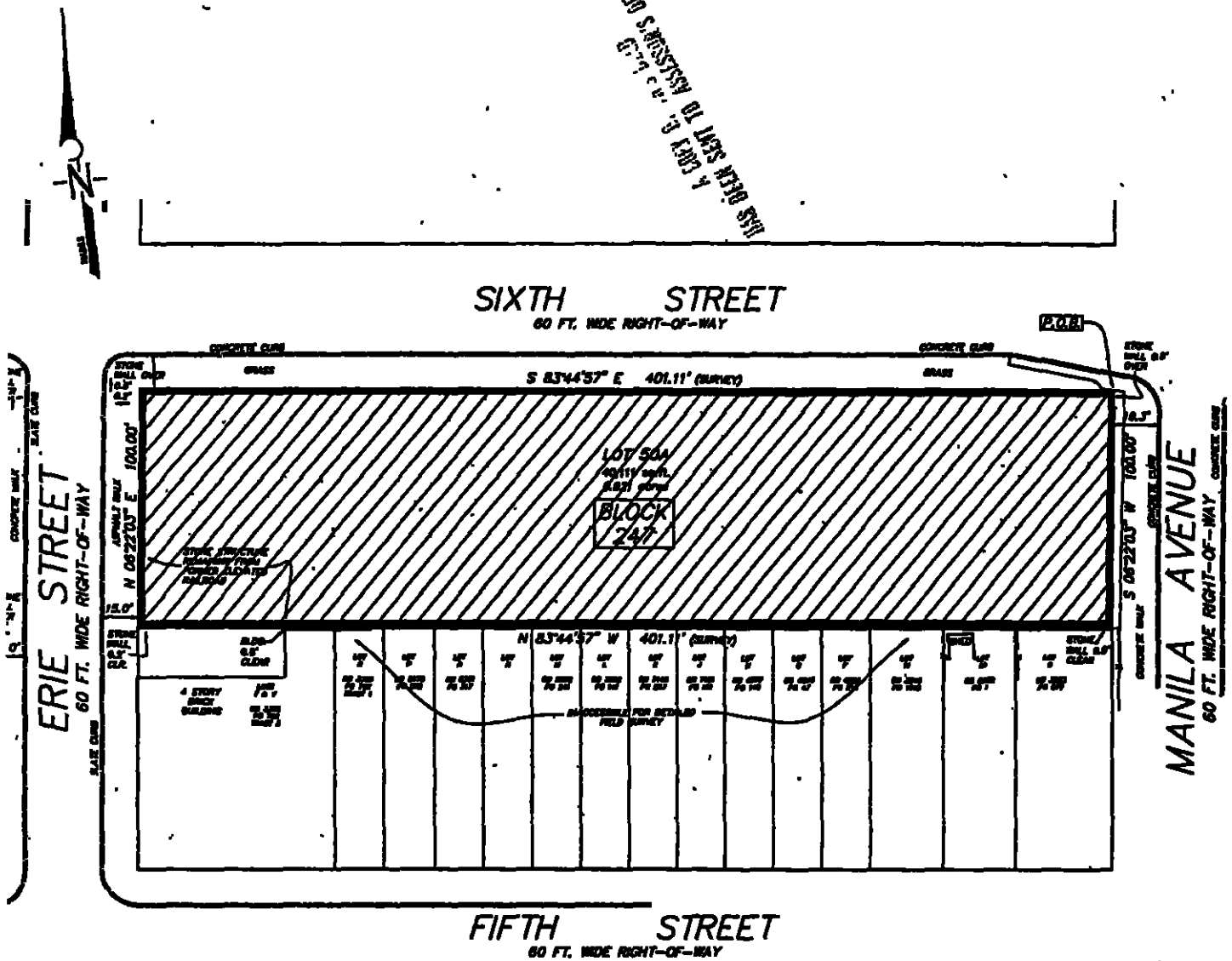
Containing 40,111 square feet more or less / 0.921 acres of land more or less as described herein.

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

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

n:\project\2003\030333202\m&bs\lot 50a, block 247.doc

BK=07615 PG=00339



BK=07615 PG=00340

EXHIBIT "A", Page 3 of 3

Case No. 72931B
FILENAME: 14200013B

GLEN J. LLOYD
PROFESSIONAL LAND SURVEYOR, N.J. LIC. No. [illegible]

SCHOOR DEPALMA
Engineers and Consultants
Cert. Of Authorization 24GA27926200
[illegible]

BOUNDARY SURVEY
LOT 50-A - BLOCK 247

PROPERTY OF CONRAIL CORPORATION
JERSEY CITY HUDSON COUNTY, NEW JERSEY

0303332
1"=30'
12/29/04
1 of 1

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

SEALED and DELIVERED in the presence of us:

Carol A. Putiri
CAROL A. PUTIRI

CONSOLIDATED RAIL CORPORATION
By:

Robert W. Ryan
Director-Real Estate

ATTEST:

Carol A. Putiri
CAROL A. PUTIRI

Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF Philadelphia)

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

Jennifer A. Burtulato
Notary Public

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

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

BK:07615 PG:00342

END OF LIBRE

Consideration : $333333.00 Exempt Code: S

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

Date: 07/18/2005

CONRAIL QUITCLAIM DEED (NJ)

Case 72931-C

07/18/2005 09:52A
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 26

000011006
RECEIVED
AND
RECORDED
DEE

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

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

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

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

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

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

Robert W. Ryan

TAX REFERENCE:
Block 280 Lot 50A and Lot B-1

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

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

BK:07615 PG:00325

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

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

(3.) A. Allocation of Specific Obligations to Remediate.
The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

CASE NO. 72931-C

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

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

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

SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005
Revised July 11, 2005

Project No 030333202

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

HAS BEEN SENT TO ASSESSOR'S OFFICE

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

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

1. Along said westerly sideline of Erie Street, south 06 degrees 22 minutes 03 seconds west, 100.00 feet; thence,

2. North 83 degrees 44 minutes 57 seconds west, 320.22 feet; thence,

3. South 06 degrees 22 minutes 03 seconds west, 16.67 feet; thence,

4. North 83 degrees 44 minutes 57 seconds west, 80.00 feet to the easterly sideline of Jersey Avenue (80 ft. wide right-of-way); thence,

5. Along said easterly sideline of Jersey Avenue, north 06 degrees 22 minutes 03 seconds east, 116.67 feet to a point of intersection with the aforementioned southerly sideline of Sixth Street; thence,

6. Along said southerly sideline of Sixth Street, south 83 degrees 44 minutes 57 seconds east, 400.22 feet to the point or place of beginning.

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

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

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

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

Your bottom line results partner.
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Philadelphia ■ Stafford ■ Voorhees ■ White Plains
www.schoordepalma.com

BK 102415 PG 00330

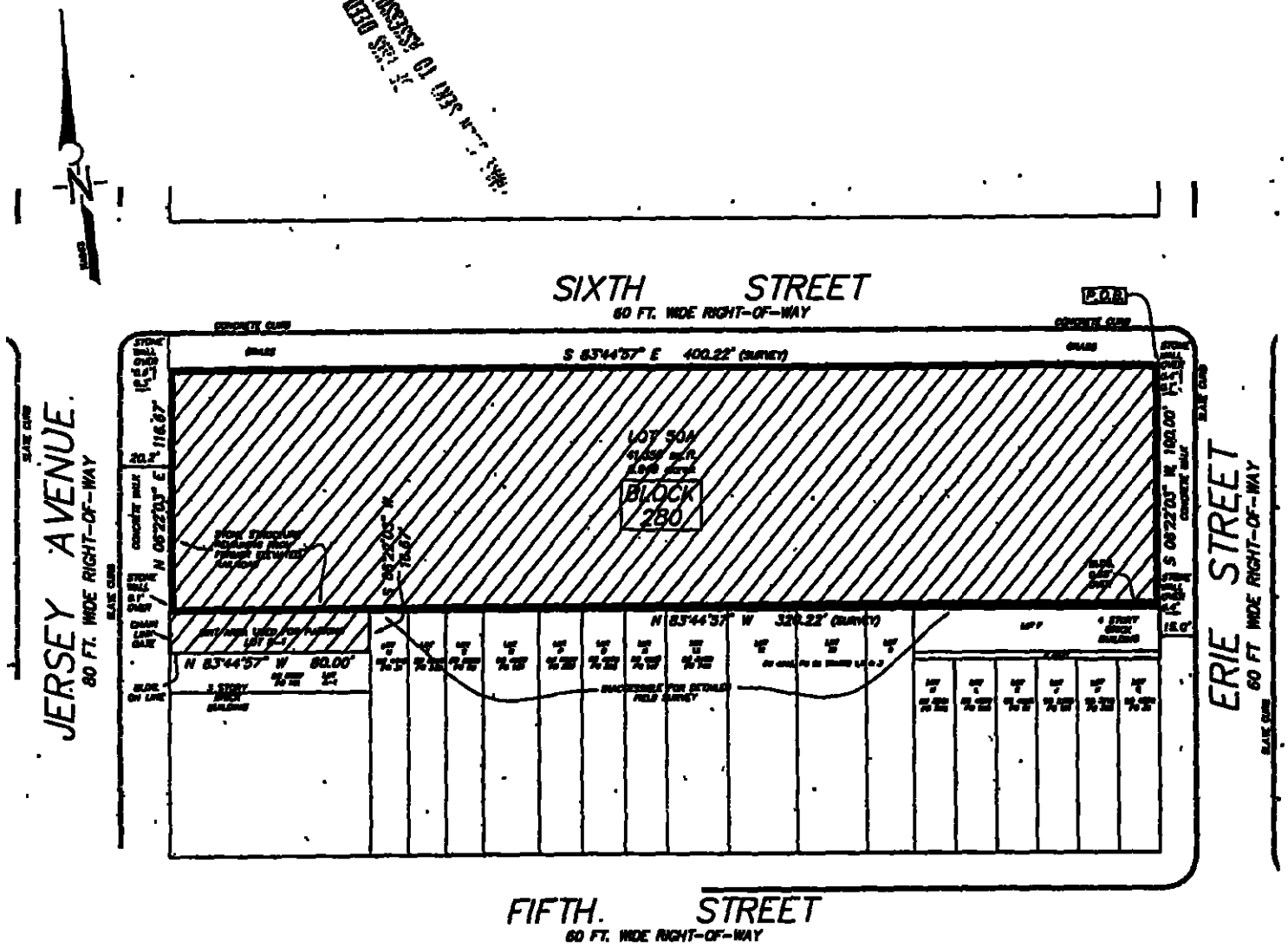

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EXHIBIT "A", Page 3 of 3

Case No. 72931C
FILENAME: 14200013B

GLEN J. LLOYD
PROFESSIONAL LAND SURVEYOR, N.J. LIC. No. 0537596

SCHOOR DEPALMA
Engineers and Consultants

BOUNDARY SURVEY
LOTS 50-A & B-1 - BLOCK 280

PROPERTY OF CONRAIL CORPORATION
JERSEY CITY HUDSON COUNTY, NEW JERSEY

0303332
1"=30'
12/28/04
1 of 1

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):
Name(s) Consolidated Rail Corporation

Current Resident Address 405 Division Street, Suite 215

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

PROPERTY INFORMATION (Brief Property Description):
Block(s) 280 Lot(s) B.1 and 50 A Qualifier

Street Address Erie Street and Sixth Street

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

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

SELLER ASSURANCES (Check the Appropriate Box):

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

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

July 13, 2005
Date

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

July 13, 2005
Date

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

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

SEALED and DELIVERED in the presence of us:

CAROL A. PUTIRI

CONSOLIDATED RAIL CORPORATION
By:

Robert W. Ryan
Director-Real Estate

ATTEST:

CAROL A. PUTIRI

Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF Philadelphia)

BE IT REMEMBERED, that on this 14th day of July in the year Two Thousand Five (2005), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within Instrument, who I am satisfied is the person who has signed the within Instrument on behalf of said Corporation; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; that the foregoing Instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Instrument as such consideration is THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY THREE Dollars ($333,333).

Notary Public

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

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

BK:07615 PG:00333

Consideration : $333333.00 Exempt Code: S

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

QUITCLAIM DEED

07/18/2005 09:52A
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 26

0000011005
RECEIVED
AND
RECORDED
DEE

Case 72931-D

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

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

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

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

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

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

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

TAX REFERENCE:
Block 317.5, Lot 50-A

Robert W Ryan

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

BK:07615 PG:00316

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

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

(3.) A. Allocation of Specific Obligations to Remediate.
The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

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

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

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

BK:07615 PG:00317

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

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

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

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

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

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

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

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

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

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

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

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

BK=07615 PG=00319

EXHIBIT A

CASE NO. 72931-D

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

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

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

BK=07615 PG=00320

SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005

Project No. 030333202

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

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

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

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

1. Along said westerly sideline of Jersey Avenue, south 06 degrees 22 minutes 03 seconds west, 100.00 feet to the centerline of a 10 foot wide alley; thence,

2. Along said centerline, north 83 degrees 44 minutes 57 seconds west, 401.30 feet to the easterly sideline of Coles Street (60 foot wide right-of-way); thence,

3. Along said easterly sideline of Coles Street, north 06 degrees 22 minutes 03 seconds east, 100.00 feet to a point of intersection with the aforementioned southerly sideline of Sixth Street; thence,

4. Along said southerly sideline of Sixth Street, south 83 degrees 44 minutes 57 seconds east, 401.30 feet to the point or place of beginning.

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

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

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

n:\project\2003\030333202\m&bs\lot 50a, block 317.5.doc

BK:07615 PG:00321

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

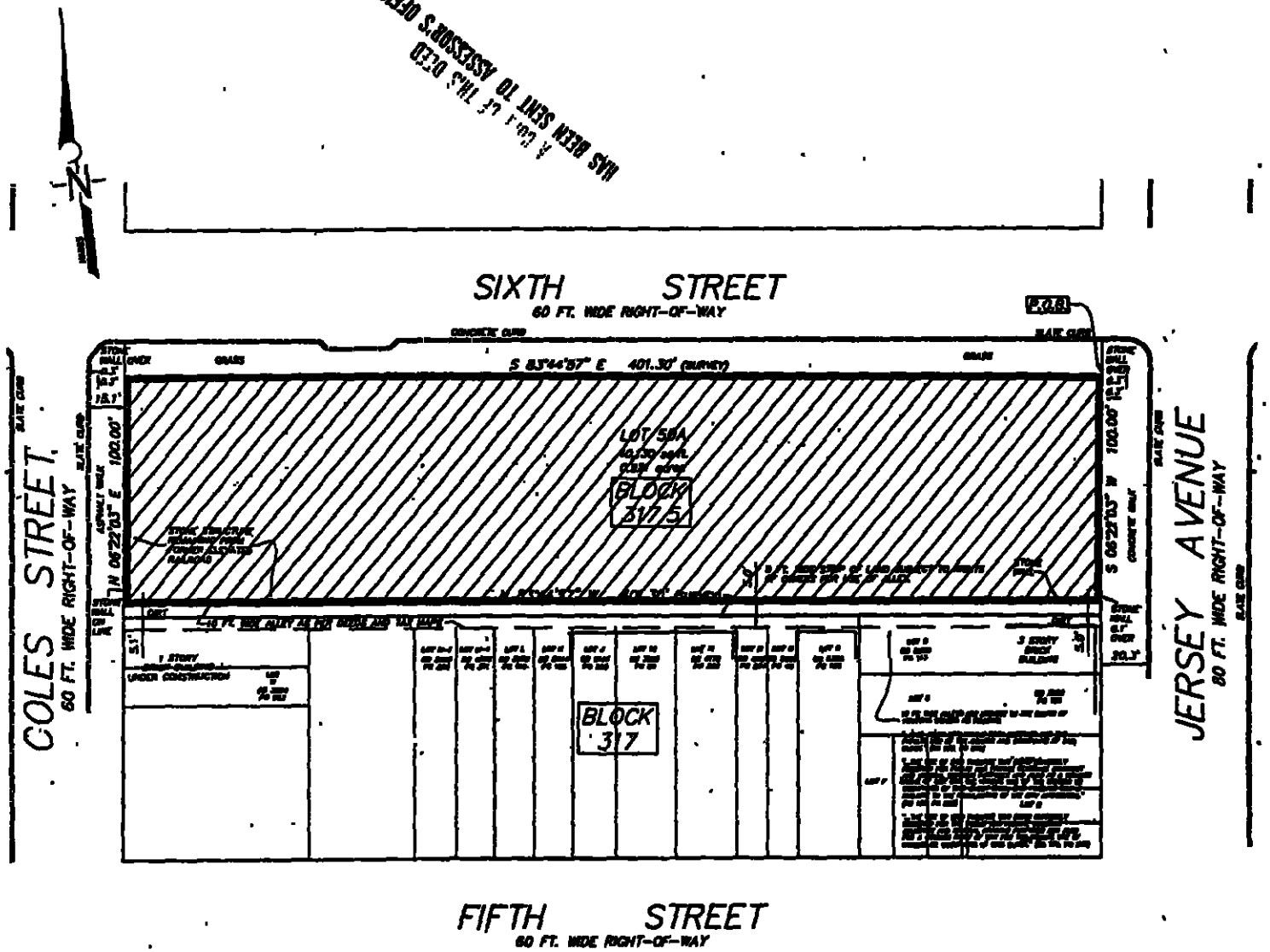

EXHIBIT "A", Page 3 of 3

Case No. 72931D
FILENAME: 14200013B

-NOTICE-

GLEN J. LLOYD
PROFESSIONAL LAND SURVEYOR, N.J. LIC. No.

SCHOOR DEPALMA
Engineers and Consultants

BOUNDARY SURVEY
LOT 50-A - BLOCK 317.5

PROPERTY OF CONRAIL CORPORATION
JERSEY CITY HUDSON COUNTY, NEW JERSEY

12/23/04

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):
Name(s) Consolidated Rail Corporation

Current Resident Address 405 Division Street, Suite 215

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

PROPERTY INFORMATION (Brief Property Description):
Block(s) 317.5 Lot(s) 50 A Qualifier

Street Address Jersey Avenue and Sixth Street

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

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

SELLER ASSURANCES (Check the Appropriate Box):

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

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

July 13, 2005
Date

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

July 13, 2005
Date

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

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PK = 07618

PC323

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

SEALED and DELIVERED in the presence of us:

Carol A. Putiri
CAROL A. PUTIRI

CONSOLIDATED RAIL CORPORATION
By:

Robert W. Ryan
Director-Real Estate

ATTEST:

Carol A. Putiri
CAROL A. PUTIRI

Jonathan M. Broder
Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF Philadelphia)

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

Jennifer A. Burtulato
Notary Public

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

RECORD & RETURN TO
ALAMAI & DEMARAIS
ONE UNIVERSITY PLAZA
HACKENSACK NJ 07601

BK:07615 PG:00324

Consideration : $333333.00 Exempt Code: 6

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

QUITCLAIM DEED

Cage 72931-E

07/18/2005 09:51A
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 26

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

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

0000011004
RECEIVED
AND
RECORDED
HERE

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

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

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

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

Robert W Ryan

TAX REFERENCE:
Block 354.1, Lot 50-A

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

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

BK:07615 PG:00307

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

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

(3.) A. Allocation of Specific Obligations to Remediate.
The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

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

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

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

P6308

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

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

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

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

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

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

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

BK:97615 PG:00309

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

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

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

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

EXHIBIT A

CASE NO. 72931-E

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

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

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

SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005

Project No. 030333202

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

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

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

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

1. Along said westerly sideline of Coles Street, south 06 degrees 22 minutes 03 seconds west, 100.00 feet to the centerline of a 10 foot wide alley; thence,

2. Along said centerline, north 83 degrees 44 minutes 57 seconds west, 400.61 feet to the easterly sideline of Monmouth Street (60 foot wide right-of-way); thence,

3. Along said easterly sideline of Monmouth Street, north 06 degrees 22 minutes 03 seconds east, 100.00 feet to a point of intersection with the aforementioned southerly sideline of Sixth Street; thence,

4. Along said southerly sideline of Sixth Street, south 83 degrees 44 minutes 57 seconds east, 400.61 feet to the point or place of beginning.

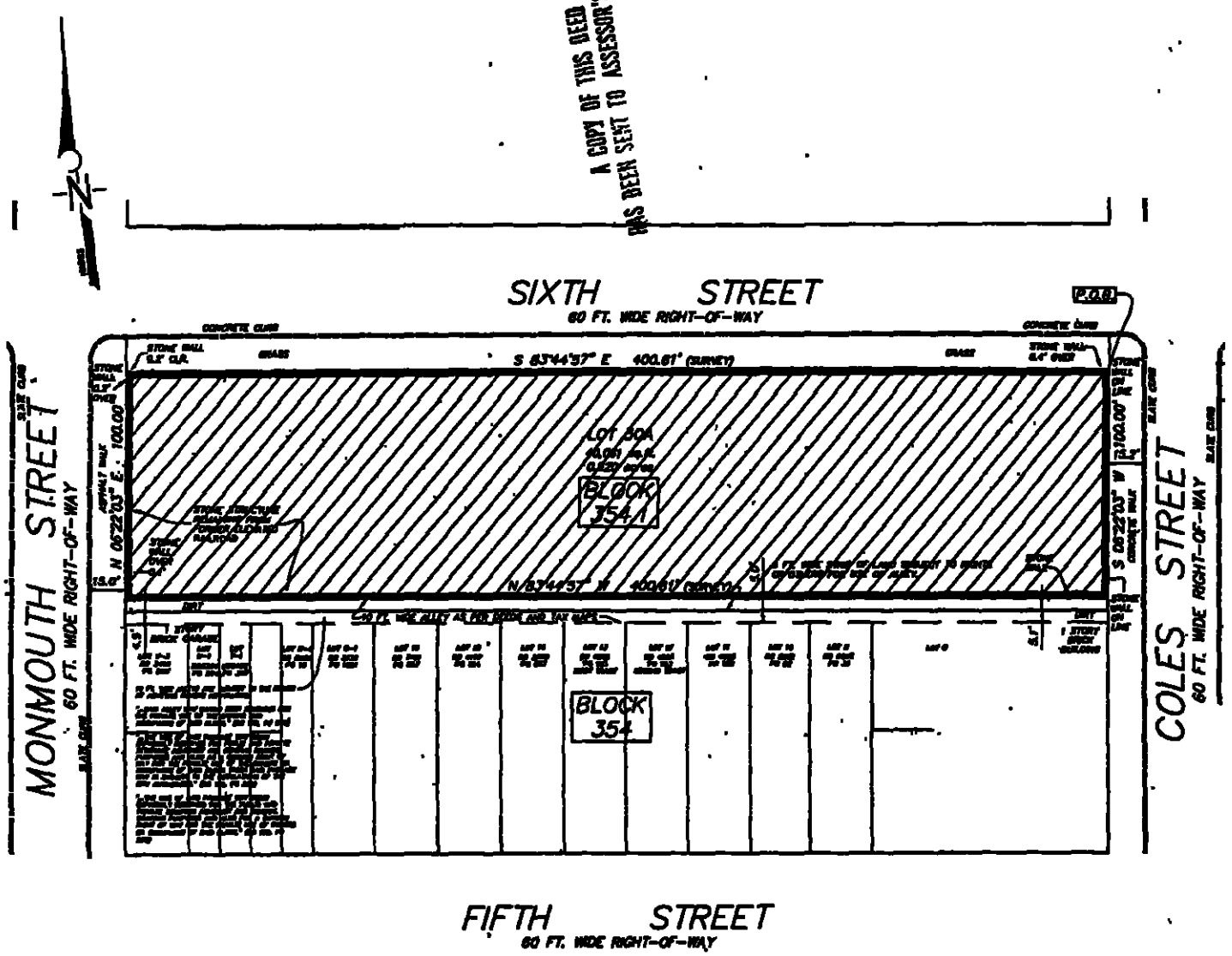
Containing 40,061 square feet more or less / 0.920 acres of land more or less as described herein.

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

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

n:\project\2003\0303332\02\m&bs\lot 50a, block 354 1.doc

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



BK=07615 PG=00313

EXHIBIT "A", Page 3 of 3

Case No. 72931E
FILENAME: 14200013B

GLEN J. LLOYD
PROFESSIONAL LAND SURVEYOR, N.J. LIC. No. 6537[illegible]

SCHOOR DEPALMA
Engineers and Consultants
Cert. of Authorization [illegible]

BOUNDARY SURVEY
LOT 50-A - BLOCK 354.1

PROPERTY OF CONRAIL CORPORATION
JERSEY CITY HUDSON COUNTY, NEW JERSEY

1"=30'
12/29/04
1 of 1

GIT/REP-3
(11-04)

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):
Name(s) Consolidated Rail Corporation

Current Resident Address 405 Division Street, Suite 215

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

PROPERTY INFORMATION (Brief Property Description):
Block(s) 354.1 Lot(s) 50 A Qualifier

Street Address Cole Street and Sixth Street

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

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

SELLER ASSURANCES (Check the Appropriate Box):

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

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

July 13, 2005
Date

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

July 13, 2005
Date

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

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

SEALED and DELIVERED in the presence of us:

CAROL A. PUTIRI

CONSOLIDATED RAIL CORPORATION
By:

Robert W. Ryan
Director-Real Estate

ATTEST:

CAROL A. PUTIRI

Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF Philadelphia)

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

Notary Public

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

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

BK:07615 PG:00315

000011003 RECEIVED AND RECORDED DATE 07/18/2005 09:51A BARBARA A. DONNELLY HUDSON COUNTY REGISTER OF DEEDS Receipt No. 266082

CONRAIL

QUITCLAIM DEED (NJ)

Case 72931-F

Consideration : $333333.00 Exempt Code: S

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

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

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

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

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

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

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

Robert W. Ryan

TAX REFERENCE:
Block 389.1 Lot 50

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

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

BK:07615 PG:00298

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

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

(3.) A. Allocation of Specific Obligations to Remediate.
The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

CASE NO. 72931-F

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

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

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

SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005

Project No. 030333202

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

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

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

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

1. Along said westerly sideline of Monmouth Street, south 06 degrees 22 minutes 03 seconds west, 100.00 feet to the centerline of a 10 foot wide alley; thence,

2. Along said centerline, north 83 degrees 44 minutes 57 seconds west, 400.81 feet to the easterly sideline of Brunswick Street (60 foot wide right-of-way); thence,

3. Along said easterly sideline, north 06 degrees 22 minutes 03 seconds east, 100.00 feet to a point of intersection with the aforementioned southerly sideline of Sixth Street; thence,

4. Along said southerly sideline of Sixth Street, south 83 degrees 44 minutes 57 seconds east, 400.81 feet to the point or place of beginning.

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

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

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

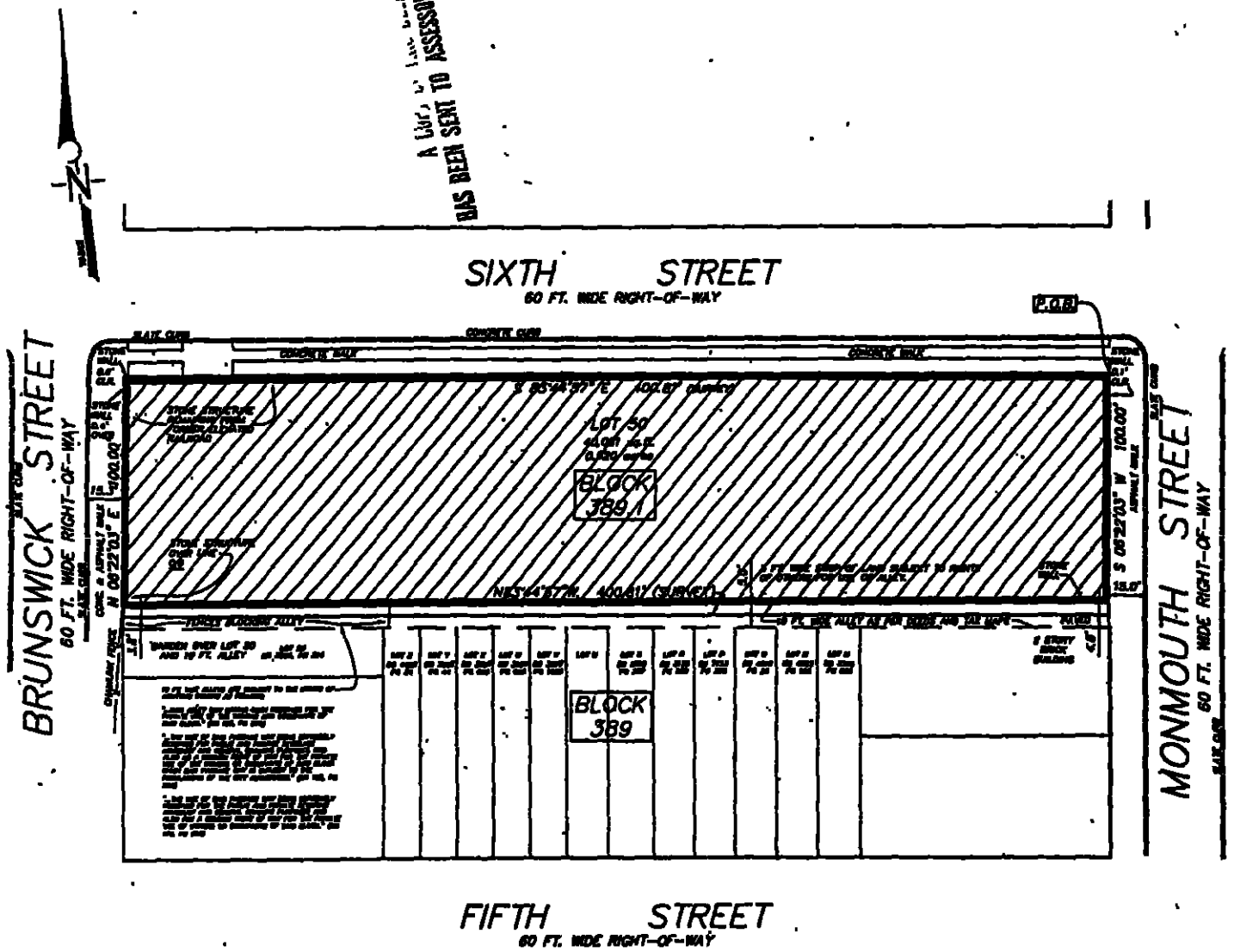
n.\project\2003\0303332\02\m&bs\lot 50, block 389 1.doc

Your bottom line results partner.®
20 Waterview Boulevard, PO Box 5245, Parsippany, NJ 07054-6245 Tel 973.299.7970 Fax 973.334.5588
Manalapan ■ Brick ■ Clinton ■ Egg Harbor ■ Edison ■ Fort ■ Kalpsville ■ Parsippany
Philadelphia ■ Stafford ■ Voorhees ■ White Plains
www.schoordepalma.com

BK 10725 PG: 00303

EXHIBIT "A", Page 2 of 3

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



REFERENCES

NOTES

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF NEW JERSEY, AND THAT THIS PLAN IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED UNDER MY IMMEDIATE SUPERVISION. I FURTHER DECLARE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THAT THIS PLAN IS A CORRECT AND ACCURATE REPRESENTATION OF CONDITIONS EXISTING AS OF THIS DATE HEREON.

CERTIFICATIONS

BK=07615 PG=00304

EXHIBIT "A", Page 3 of 3

Case No. 72931F
FILENAME: 14200013B

-NOTICE-

GLEN J. LLOYD
PROFESSIONAL LAND SURVEYOR, N.J. LIC. No. 0637900

SCHOOR DEPALMA
Engineers and Consultants
Cert. Of Authorization

BOUNDARY SURVEY
LOT 50 - BLOCK 389.1

PROPERTY OF CONRAIL CORPORATION
JERSEY CITY HUDSON COUNTY, NEW JERSEY

0303332
1"=30'
12/29/04
1 of 1

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

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

Name(s) Consolidated Rail Corporation

Current Resident Address 405 Division Street, Suite 215

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

PROPERTY INFORMATION (Brief Property Description):

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

Street Address Monmouth Street and Sixth Street

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

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

SELLER ASSURANCES (Check the Appropriate Box):

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

SELLER(S) DECLARATION:

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

July 13, 2005
Date

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

July 13, 2005
Date

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

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www.alslegal.com 800.222.0510

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

SEALED and DELIVERED in the presence of us:

Carol A. Putiri
CAROL A. PUTIRI

CONSOLIDATED RAIL CORPORATION
By:

Robert W. Ryan
Director-Real Estate

ATTEST:

Carol A. Putiri
CAROL A. PUTIRI

Jonathan M. Broder
Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF Philadelphia)

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

Jennifer A. Burtulato
Notary Public

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

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

BK:07615 PG:00306

Consideration : $500000.00 Exempt Code: S

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

QUITCLAIM DEED (NJ)

Case 72931-G

07/18/2005 09:50A
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 28

0000011002
RECEIVED
AND
RECORDED
DEE

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

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

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

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

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

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

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

Robert W. Ryan

TAX REFERENCE:
Block 415, Lot 50

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

BK:07615 PG:00289

(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.

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

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

BK:07615 PG:00290

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

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

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

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

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

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

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

BK-07815 PG-00291

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

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

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

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

EXHIBIT A

CASE NO. 72931-G

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

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

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

BK:07615 PG:00293

SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005

Project No. 030333202

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

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

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

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

1. Along said westerly sideline of Brunswick Street, south 06 degrees 22 minutes 03 seconds west, 74.00 feet; thence,

2. North 83 degrees 44 minutes 57 seconds west, 386.55 feet to a point in the northeasterly sideline of Newark Avenue (66 foot wide right-of-way); thence,

3. Along said northeasterly sideline, north 39 degrees 51 minutes 08 seconds west, 18.62 feet to a point of intersection with the easterly sideline of Division Street (60 foot wide right-of-way); thence,

4. Along said easterly sideline, north 06 degrees 22 minutes 03 seconds east, 30.59 feet; thence,

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

5. South 83 degrees 44 minutes 57 seconds east, 229.00 feet; thence,

6. North 06 degrees 22 minutes 03 seconds east, 30.50 feet; thence,

7. South 83 degrees 44 minutes 57 seconds east, 171.00 feet to the point or place of beginning.

BK=07615 PG=00294

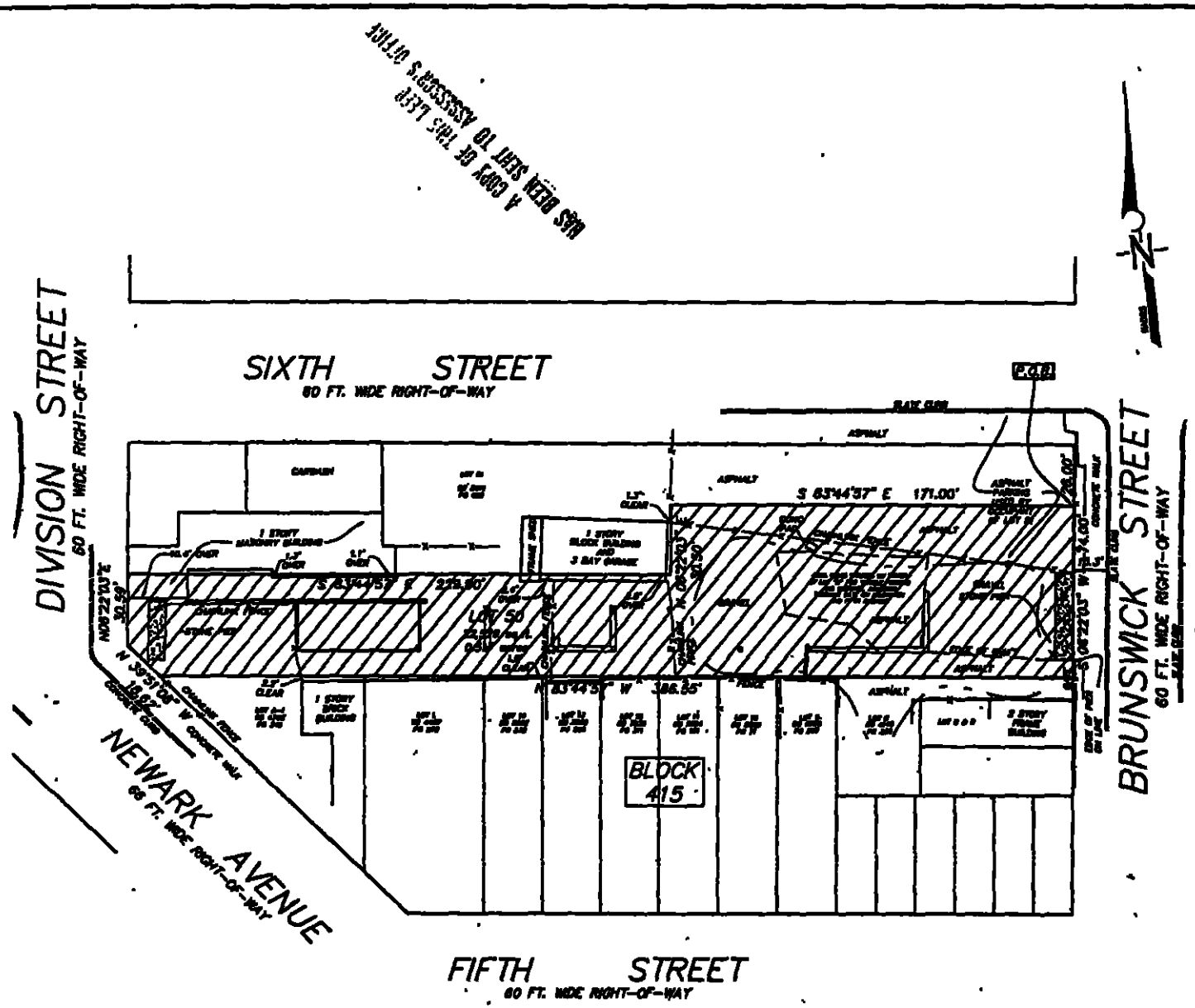
Containing 22,529 square feet more or less / 0.517 acres of land more or less as described herein.

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

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

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

BK:07615 PG:00295



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

BK=07615 PG=00296

EXHIBIT "A", Page 4 of 4

Case No. 72931G
FILENAME: 14200013B

GLEN J. LLOYD
PROFESSIONAL LAND SURVEYOR, N.J. LIC. No. 0537[illegible]

SCHOOR DEPALMA
Engineers and Consultants

BOUNDARY SURVEY
LOT 50 - BLOCK 415

PROPERTY OF CONRAIL CORPORATION
JERSEY CITY HUDSON COUNTY, NEW JERSEY

1 of 1

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):
Name(s) Consolidated Rail Corporation

Current Resident Address 405 Division Street, Suite 215

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

PROPERTY INFORMATION (Brief Property Description):
Block(s) 415 Lot(s) 50 Qualifier

Street Address Brunswick Street and Sixth Street

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

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

SELLER ASSURANCES (Check the Appropriate Box):

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

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

July 13, 2005
Date

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

July 13, 2005
Date

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

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

SEALED and DELIVERED in the presence of us:

CAROL A. PUTIRI

CONSOLIDATED RAIL CORPORATION
By:

Robert W. Ryan
Director-Real Estate

ATTEST:

CAROL A. PUTIRI

Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF Philadelphia)

BE IT REMEMBERED, that on this 18th day of July in the year Two Thousand Five (2005), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within instrument, who I am satisfied is the person who has signed the within instrument on behalf of said Corporation; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; that the foregoing instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within instrument as such consideration is FIVE HUNDRED THOUSAND Dollars ($500,000).

Notary Public

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

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

BK:07615 PG:00297 -01

A COPY OF THIS DEED HAS BEEN ... COUNTY'S OFFICE

Consideration : $500000.00 Exempt Code: S

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

QUITCLAIM DEED (NJ)

Case 72931-H

07/18/2005 09:44A
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 26

0000011001
RECEIVED
AND
RECORDED
DEE

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

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

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

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

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

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

TAX REFERENCE:
Block 446, Lot 18A

Robert W. Ryan

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

BK=07615 PG=00280

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

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

(3.) A. Allocation of Specific Obligations to Remediate.
The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

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

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

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

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

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

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

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

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

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

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

BK=07615 PG=00282

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

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

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

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

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

BK:07615 PG:00283

EXHIBIT A

CASE NO. 72931-H

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

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

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

SCHOOR DEPALMA
Engineers and Consultants

February 23, 2005

Project No. 030333202

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

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

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

1. Along the southwesterly sideline of Newark Avenue, south 39 degrees 51 minutes 08 seconds east, 67.80 feet; thence,

2. North 83 degrees 44 minutes 57 seconds west, 418.37 feet; thence,

3. North 06 degrees 12 minutes 18 seconds east, 58.25 feet to a point of non-tangent curvature in the most southerly line of the aforementioned Lot 18B; thence,

4. Along said Lot 18B and along a non-tangent curve to the left having a radius of 2782.42 feet, a central angle of 07 degrees 37 minutes 09 seconds, an arc length of 370.00 feet and a chord bearing and distance of south 82 degrees 00 minutes 27 seconds east, 369.73 feet to the point or place of beginning.

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

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

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

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BK=07615 PG=00285

BK=07615 PG=00286

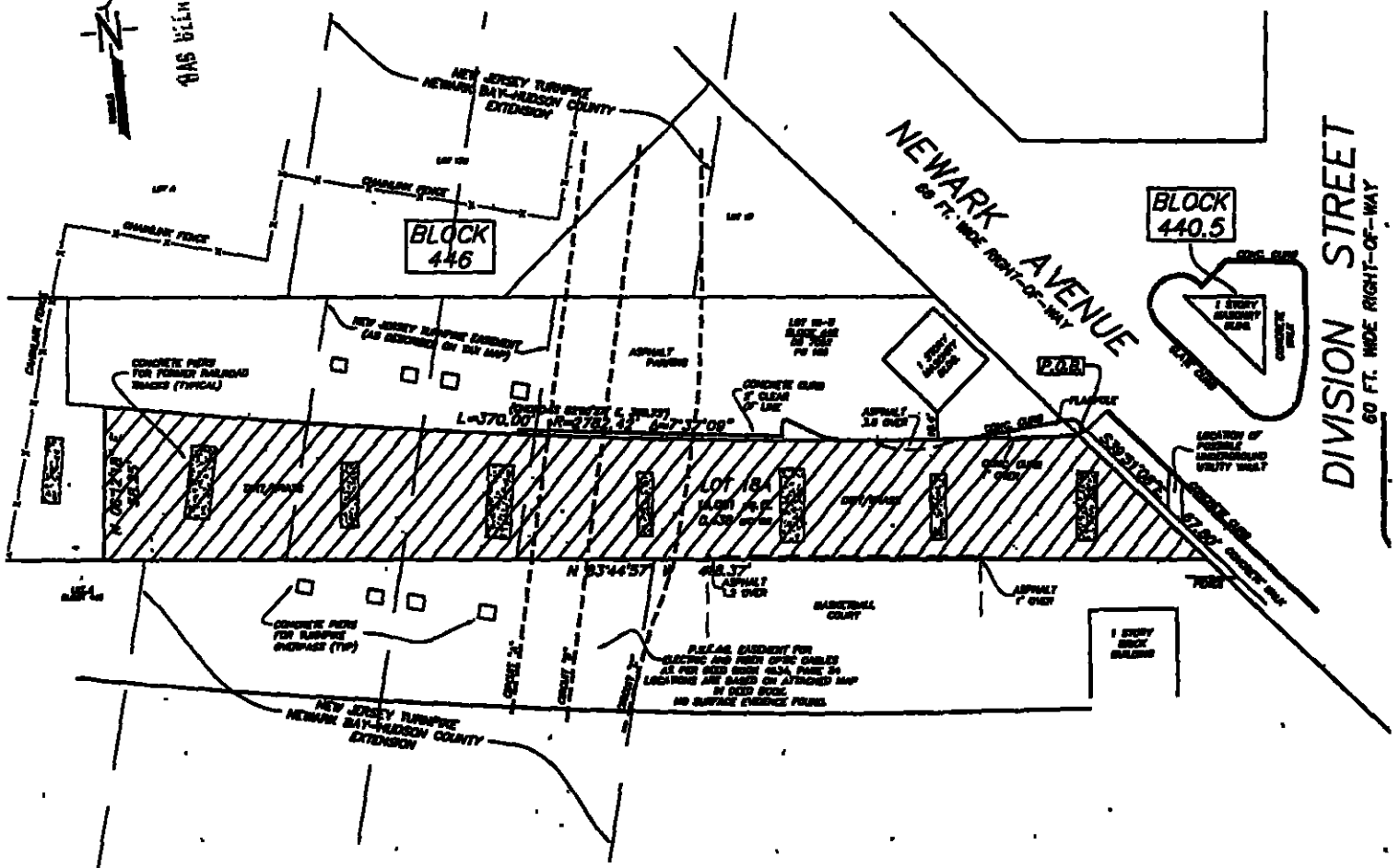

EXHIBIT "A", Page 3 of 3

Case No. 72931H
FILENAME: 14200013B

GLEN J. LLOYD
PROFESSIONAL LAND SURVEYOR, N.J. LIC. No. 24374

SCHOOR DEPALMA
Engineers and Consultants
Cert. of Authorization 24GA28000300
30 MATLACK STREET
P.O. BOX 2040 PARSIPPANY, NJ 07054
TEL (973)299-7070 FAX (973)334-9280
SURVEYING • SITE PLANS • GIS MAPPING • DESIGN • PLANNING • DESIGN • TELEPHONE
PARSIPPANY • PHILLIPSBURG • PHILLIPSBURG • CLIFTON • TOMS RIVER

BOUNDARY SURVEY
LOT 18-A - BLOCK 446
PROPERTY OF BONNAL CORPORATION
JERSEY CITY HUDSON COUNTY, NEW JERSEY

PROJECT NO.	0303332
SCALE	1"=30'
DATE	12/29/04
DRAWN BY	G.L.
SHEET NO.	1 of 1

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):
Name(s) Consolidated Rail Corporation

Current Resident Address 405 Division Street, Suite 215

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

PROPERTY INFORMATION (Brief Property Description):
Block(s) 446 Lot(s) 18 A Qualifier

Street Address Newark Avenue and Sixth Street

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

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

SELLER ASSURANCES (Check the Appropriate Box):

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

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

July 13, 2005
Date

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

July 13, 2005
Date

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

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BK=07615 PG=00287

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

SEALED and DELIVERED in the presence of us:

Carol A. Putiri
CAROL A. PUTIRI

CONSOLIDATED RAIL CORPORATION
By:

Robert W. Ryan
Director-Real Estate

ATTEST:

Carol A. Putiri
CAROL A. PUTIRI

Jonathan M. Broder
Jonathan M. Broder
Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF Philadelphia)

BE IT REMEMBERED, that on this 19th day of July in the year Two Thousand Five (2005), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within Instrument, who I am satisfied is the person who has signed the within Instrument on behalf of said Corporation; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; that the foregoing Instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Instrument as such consideration is FIVE HUNDRED THOUSAND Dollars ($500,000).

Jennifer A. Burtulato
Notary Public

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

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

BK:07615 PG:00288

Exhibit C: Appendix II

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P05-116
AUG 24 2005
CITY PLANNING

CITY OF JERSEY CITY

GENERAL DEVELOPMENT APPLICATION

(Page 1 of 4)

THE FOLLOWING SHALL BE COMPLETED BY CITY STAFF ONLY

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

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

Indicate to which Board application is being made:

☒ Planning Board ☐ Zoning Board of Adjustment

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

☐ Conceptual Plan Review/Informal Review	☒ Prelim. Major Site Plan	☐ "A" Appeal
☐ "c" Variance(s)	☐ Final Major Site Plan	☐ Interpretation ("B" Appeal)
☐ "d" Variance: use, density, etc.	☒ Prelim. Major Subdivision	☐ Waiver of Site Plan Requirements
☐ Conditional Use Variance	☒ Final Major Subdivision	☐ Other (fill in)
☐ Minor Site Plan	☐ Minor Subdivision	

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

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

1.

Name **280 Erie Street LLC c/o Carmine A. Alampi, Attorney for the Applicant**			Address **One University Plaza Suite404**	
City **Hackensack**	State **NJ**	Zip **07601**	Fax 201-343-4607	T 201-343-4600

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

Name **280 Erie Street LLC c/o Carmine A. Alampi, Attorney for the Applicant**			Address **One University Plaza Suite404**	
City **Hackensack**	State **NJ**	Zip **07601**	Fax201-343-4607	Tel 201-343-4600

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

Name **Carmine A. Alampi**			Address **One University Plaza**	
City **Hackensack**	State **NJ**	Zip **07601**	Fax201-343-4607	Tel 201-343-4600
Email **calampi@alampi-law.com**				

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

4. NAMES OF PLAN PREPARERS

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

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

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

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

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

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CITY PLANNING

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

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

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605-116
CITY PLANNING

1507223-01

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

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

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

7. FEES (see attached Fee Schedule) **STAFF CALCULATIONS ONLY**

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

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

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P05-116
CITY PLANNING

9. CERTIFICATION

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

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

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

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

By: _____
Property Owner Authorizing Application if other than Applicant

Notary Public

1507223-01

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

PROJECT SUMMARY

The Subdivision as proposed includes existing Lot 50A in Block 280. The existing Lot 50A contains 40,022 sq. ft. or 0.919 acres. The existing lot is proposed to be subdivided to create sixteen (16) new Lots as follows:
Proposed Lot 50.01 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.02 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.03 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.04 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.05 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.06 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.07 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.08 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.09 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.10 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.11 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.12 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.13 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.14 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.15 which will contain 2,500 sq. ft. or 0.057 acres,
And Proposed Lot 50.16 which will contain 2,522 sq. ft. or 0.058 acres.

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PC5-116
CITY PLANNING

AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY

SS :

COUNTY OF BERGEN

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

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

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

The foregoing statements made by me are true.

Carmine R. Alampi
Authorized Representative

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

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

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P05-116
CITY PLANNING

APPLICANT DISCLOSURE STATEMENT

280 ERIE STREET, LLC

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

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

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

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CITY OF JERSEY CITY

GENERAL DEVELOPMENT APPLICATION

(Page 1 of 4)

THE FOLLOWING SHALL BE COMPLETED BY CITY STAFF ONLY

Date Filed: 8/24/05 Application No P05-115

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

Indicate to which Board application is being made:

☒ Planning Board ☐ Zoning Board of Adjustment

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

☐ Conceptual Plan Review/Informal Review	☒ Prelim. Major Site Plan	☐ "A" Appeal
☐ "c" Variance(s)	☐ Final Major Site Plan	☐ Interpretation ("B" Appeal)
☐ "d" Variance: use, density, etc.	☒ Prelim. Major Subdivision	☐ Waiver of Site Plan Requirements
☐ Conditional Use Variance	☒ Final Major Subdivision	☐ Other (fill in)
☐ Minor Site Plan	☐ Minor Subdivision	

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

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

1.

Name **317 Jersey Ave LLC c/o Carmine A. Alampi, Attorney for the Applicant**			Address **One University Plaza Suite404**	
City **Hackensack**	State **NJ**	Zip **07601**	Fax 201-343-4607	T 201-343-4600

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

Name **317 Jersey Ave LLC c/o Carmine A. Alampi, Attorney for the Applicant**			Address **One University Plaza Suite404**	
City **Hackensack**	State **NJ**	Zip **07601**	Fax201-343-4607	Tel 201-343-4600

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

Name **Carmine A. Alampi**			Address **One University Plaza**	
City **Hackensack**	State **NJ**	Zip **07601**	Fax201-343-4607	Tel 201-343-4600
Email **calampi@alampi-law.com**				

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

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4. NAMES OF PLAN PREPARERS

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

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

Street Address **6th Street between Jersey Ave and Coles Street**	Block(s) and Lot(s) Numbers **Block 317.5, Lot 50A**
Site Acreage (including Square Footage and Dimensions) **40,130 sq.ft. or 0.921 acres, and approx. 400 ft. by 100 ft.**	Zone District(s): **R-1**
Present Use ☒ Vacant ☐ Non-conforming	Redevelopment Area: **No** Historic District: **No**

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

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

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

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

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CITY PLANNING

1507223-01

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

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

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

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CITY PLANNING

7. FEES (see attached Fee Schedule) **STAFF CALCULATIONS ONLY**

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

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

9. CERTIFICATION

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

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

317 Jersey Avenue, LLC

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

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

By: _____
Property Owner Authorizing Application if other than Applicant

_____
Notary Public

1507223-01

AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY

SS :

COUNTY OF BERGEN

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

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

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

The foregoing statements made by me are true.

Carmine R. Alampi, Esq.
Authorized Representative

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

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

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AUG 24 2005
CITY PLANNING

APPLICANT DISCLOSURE STATEMENT

317 JERSEY AVENUE, LLC

**Pursuant to N.J.S. 40:55D-48.1, the names and addresses(and % of interest owned!) of all persons owning 10 % or more of the stock in a corporation or a 10 % interest in any partnership must be disclosed by the applicant. In accordance with N.J.S. 40.55D-48.2 that disclosure requirement applies to any corporation or partnership which owns more than 10 % interest.

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

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

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AUG 24 2005
CITY PLANNING

AFFIDAVIT OF PERFORMANCE

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

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

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

Sixth Street – between Monmouth Street & Coles Street ;

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

,

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

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

Sworn before me this

22nd day of August, 2005

Maria Sperone
Notary Public

MARIA SPERONE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/5/2006

RECEIVED
AUG 24 2005
CITY PLANNING

1507223-01

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

PROJECT SUMMARY

The Subdivision as proposed includes existing Lot 50A in Block 317.5. The existing Lot 50A contains 40,130 sq. ft. or 0.921 acres The existing lot is proposed to be subdivided to create sixteen (16) new Lots as follows,
Proposed Lot 50.01 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.02 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.03 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.04 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.05 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.06 which will contain 2,500 sq. ft. or 0 057 acres,
Proposed Lot 50.07 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.08 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.09 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.10 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.11 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.12 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.13 which will contain 2,500 sq. ft. or 0.057 acres,
Proposed Lot 50.14 which will contain 2,500 sq. ft. or 0 057 acres,
Proposed Lot 50.15 which will contain 2,500 sq. ft. or 0.057 acres,
and Proposed Lot 50.16 which will contain 2,630sq. ft. or 0.060 acres.

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CITY OF JERSEY CITY

GENERAL DEVELOPMENT APPLICATION

(Page 1 of 4)

THE FOLLOWING SHALL BE COMPLETED BY CITY STAFF ONLY

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

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

Indicate to which Board application is being made:

☒ Planning Board ☐ Zoning Board of Adjustment

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

☐ Conceptual Plan Review/Informal Review	☒ Prelim. Major Site Plan	☐ "A" Appeal
☐ "c" Variance(s)	☐ Final Major Site Plan	☐ Interpretation ("B" Appeal)
☐ "d" Variance: use, density, etc.	☒ Prelim. Major Subdivision	☐ Waiver of Site Plan Requirements
☐ Conditional Use Variance	☒ Final Major Subdivision	☐ Other (fill in)
☐ Minor Site Plan	☐ Minor Subdivision	

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

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

1.

Name **389 Monmouth Street LLC c/o Carmine A. Alampi, Attorney for the Applicant**			Address **One University Plaza Suite404**	
City **Hackensack**	State **NJ**	Zip **07601**	Fax 201-343-4607	T 201-343-4600

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

Name **389 Monmouth Street LLC c/o Carmine A. Alampi, Attorney for the Applicant**			Address **One University Plaza Suite404**	
City **Hackensack**	State **NJ**	Zip **07601**	Fax201-343-4607	Tel 201-343-4600

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

Name **Carmine A. Alampi**			Address **One University Plaza**	
City **Hackensack**	State **NJ**	Zip **07601**	Fax201-343-4607	Tel 201-343-4600
Email **calampi@alampi-law.com**				

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

4 NAMES OF PLAN PREPARERS

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

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

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

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

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

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

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General Development Application
(Page 4 of 4)

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

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

7. FEES (see attached Fee Schedule) **STAFF CALCULATIONS ONLY**

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

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

9. CERTIFICATION

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

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

389 Monmouth Street, LLC

By: Carmine R. Alampi, Esq.
Authorized Representative

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

By: _____
Property Owner Authorizing Application if other than Applicant

Notary Public

1507223-01

AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY

SS :

COUNTY OF BERGEN

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

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

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

The foregoing statements made by me are true.

Carmine R. Alampi, Esq.
Authorized Representative

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

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

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APPLICANT DISCLOSURE STATEMENT

389 MONMOUTH STREET, LLC

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

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

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

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CITY PLANNING

CITY OF JERSEY CITY

GENERAL DEVELOPMENT APPLICATION

(Page 1 of 4)

THE FOLLOWING SHALL BE COMPLETED BY CITY STAFF ONLY

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

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

Indicate to which Board application is being made:

☒ Planning Board ☐ Zoning Board of Adjustment

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

☐ Conceptual Plan Review/Informal Review	☒ Prelim. Major Site Plan	☐ "A" Appeal
☐ "c" Variance(s)	☐ Final Major Site Plan	☐ Interpretation ("B" Appeal)
☐ "d" Variance: use, density, etc.	☒ Prelim. Major Subdivision	☐ Waiver of Site Plan Requirements
☐ Conditional Use Variance	☒ Final Major Subdivision	☐ Other (fill in)
☐ Minor Site Plan	☐ Minor Subdivision	

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

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

1.

Name **354 Cole Street LLC c/o Carmine A. Alampi, Attorney for the Applicant**			Address **One University Plaza Suite404**	
City **Hackensack**	State **NJ**	Zip **07601**	Fax 201-343-4607	T 201-343-4600

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

Name **354 Cole Street LLC c/o Carmine A. Alampi, Attorney for the Applicant**			Address **One University Plaza Suite404**	
City **Hackensack**	State **NJ**	Zip **07601**	Fax201-343-4607	Tel 201-343-4600

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

Name **Carmine A. Alampi**			Address **One University Plaza**	
City **Hackensack**	State **NJ**	Zip **07601**	Fax201-343-4607	Tel 201-343-4600
Email **calampi@alampi-law.com**				

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

4 NAMES OF PLAN PREPARERS

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

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

Street Address **6th Street between Coles and Monmouth Streets**	Block(s) and Lot(s) Numbers **Block 354.1, Lot 50A**
Site Acreage (including Square Footage and Dimensions) **40,061 sq.ft. or 0.920 acres, and approx. 400 ft. by 100 ft.**	Zone District(s): **R-1**
Present Use ☒ Vacant ☐ Non-conforming	Redevelopment Area: **No** Historic District: **No**

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

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

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

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General Development Application
(Page 4 of 4)

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

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

7. FEES (see attached Fee Schedule) **STAFF CALCULATIONS ONLY**

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P05-119
CITY PLANNING

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

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

9. CERTIFICATION

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

Sworn to and subscribed before me this 18th day of August 2005.
354 Cole Street, LLC

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

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

By: _____
Property Owner Authorizing Application if other than Applicant

_____
Notary Public

1507223-01

AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY

SS :

COUNTY OF BERGEN

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

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

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

The foregoing statements made by me are true.

Carmine R. Alampi, Esq.
Authorized Representative

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

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

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AUG 24 2005
P05-119
CITY PLANNING

APPLICANT DISCLOSURE STATEMENT

354 COLE STREET, LLC

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

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

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

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P05-19
CITY PLANNING

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CITY OF JERSEY CITY

GENERAL DEVELOPMENT APPLICATION 605-059

(Page 1 of 4)

THE FOLLOWING SHALL BE COMPLETED BY CITY STAFF ONLY

Date Filed: 5/25/05 Application No: 605-059

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

Indicate to which Board application is being made:

☒ Planning Board ☐ Zoning Board of Adjustment

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

☐ Conceptual Plan Review/Informal Review	☐ Prelim. Major Site Plan	☐ "A" Appeal
☐ "c" Variance(s)	☐ Final Major Site Plan	☐ Interpretation ("B" Appeal)
☐ "d" Variance: use, density, etc.	☒ Prelim. Major Subdivision	☐ Waiver of Site Plan Requirements
☐ Conditional Use Variance	☒ Final Major Subdivision	☐ Other (fill in)
☐ Minor Site Plan	☐ Minor Subdivision	

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

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

1. APPLICANT

Name: SLH Holding Corporation c/o Carmine R. Alampi, Attorney for the Applicant *Co-Applicant: Claudia Jastrzebski, (as to Subdivision Application)			Address One University Plaza Suite 404, Hackensack, NJ 07601 234 Beacon Ave, Jersey City NJ 07306	
City	State	Zip	Fax	Telephone

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

Name 415 Brunswick Street, L.L.C.			Address One University Plaza, Ste 404	
City Hackensack	State NJ	Zip 07601	Fax 201-343-4607	Telephone 201-343-4600

3. APPLICANT'S ATTORNEY (if applicable)

Name Carmine R. Alampi			Address One University Plaza	
City Hackensack	State NJ	Zip 07601	Fax 201.343.4607	Telephone 201.343.4600

Email calampi@alampi-law.com

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

4. NAMES OF PLAN PREPARERS

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

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

Street Address	Block(s) and Lot(s) Numbers Block 415 Lots 50 & 51
Site Acreage (including Square Footage and Dimensions) Lot 50=0.517 AC = 22,529s.f.=74' x 400' Exist. Lot 51=0.399 AC = 17,385s.f.=57' x 400'	Zone District(s): R-1
Present Use ☐ Vacant ☐ Non-conforming Parking Lot	Redevelopment Area: No Historic District: No
Proposed Development Name and Nature of Use Two family detached	

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

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MAY 25 2005

City of Jersey
General Development Application
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Number of New Buildings: Height of each building: 6 buildings 35 ft. height	Sq Ft of New Building(s) by use: 20'x60'x 2 ½ story Residential 3,000 sf./bldg Rental Office _____ Industrial _____ Total _____	Number of Dwelling Units (if applicable) Studio _____ 1 Bedroom_____ 2 Bedroom _____ 3 Bedroom -12 units 4 Bedroom _____ Total 36 bedrooms
% of Lot to be Covered by Pavement N/A	Number of Parking Spaces and Dimensions N/A	Number and Dimensions of Loading Area(s) N/A
Number of Lots Before Subdivision and square Footage 2 lots 39,913 s.f	Number of Lots After Subdivision and square Footage 7 lots 39,913 s.f.	Are Any New Streets or Utility Extensions Proposed? No
Are existing streets being widened? No		Are Utilities Underground? Yes
Public water being extended to the tract? No		Existing Sewage treatment available to tact? Yes Sewage Treatment to be extended to the tract? No
% of Lot to be Covered by Buildings 48 %		Gross Floor Area: Floor Area Ratio:
Number of Proposed Signs and Dimensions N/A		Are any structures to be removed? No
Is the Site in a Flood Plain Yes – per FEMA Zone A5(EL.10)		Is the application for additional buildings and/or improvements to a tract having existing buildings and/or improvements? No
Is Soil Removal or Fill Proposed? Specify Total in Cubic Yards? No		Is the Property Within 200 ft. of an Adjacent Municipality? If so, which? No
Is the Property located with the Morris Canal Redevelopment Area? No		Is the Property on a County Road? No
Are there deed restrictions, covenants and/or easements Affecting the tract? If yes, attach 2 copies.		Are there any performance guarantees and/or maintenance agreements with the city council? If yes, attach 2 copies.

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Attached August 4, 2005

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

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

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

7. FEES (see attached Fee Schedule) **STAFF CALCULATIONS ONLY**

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

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

9. CERTIFICATION

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

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

SLH Holding Corporation

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

415 Brunswick Street, L.L.C.

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

Property Owner Authorizing Application if other than Applicant

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

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

1507223-01

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

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

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

7. FEES (see attached Fee Schedule) **STAFF CALCULATIONS ONLY**

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

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

9. CERTIFICATION

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

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

By: _____
JOHN K. FIGUEIRA - AN ATTORNEY AT LAW OF NJ
Consolidated Rail Corporation

By: _____ _____
ROBERT W. RYAN
Property Owner Authorizing Application if other than Applicant

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

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MAY 25 2005
P05-059

1507223-01

AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY

SS :

COUNTY OF BERGEN

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

1 I am the authorized representative of 415 Brunswick Street, LLC, the owner of all that certain lot, piece or parcel of land situated, lying and being in the City of Jersey City aforesaid, and known and designated as Block 415, Lot 50 (a/k/a Lot 50.PL);

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

The foregoing statements made by me are true.

Carmine R. Alampi

Carmine R Alampi

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

Notary Public of New Jersey

Bridget McLaughlin-Scarvaglione
My Commission Expires June 24, 2009

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AUG 8 2005
P05-059
PLANNING

APPLICANT DISCLOSURE STATEMENT

SLH HOLDING CORPORATION

**Pursuant to N.J.S. 40.55D-48 1, the names and addresses(and % of interest owned!) of all persons owning 10 % or more of the stock in a corporation or a 10 % interest in any partnership must be disclosed by the applicant. In accordance with N.J.S. 40:55D-48.2 that disclosure requirement applies to any corporation or partnership which owns more than 10 % interest.

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

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

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P05-059

OWNERSHIP DISCLOSURE STATEMENT

CLAUDIA JASTRZEBSKI

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

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P05-059

AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY

SS :

COUNTY OF HUDSON

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

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

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

The foregoing statements made by me are true.

CLAUDIA JASTRZEBSKI

Sworn to before me this
day of May, 2005.

Notary Public of New Jersey

18 day of May 2005

[illegible] commission expires
[illegible]y 5, 2008

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MAY 25 2005
P05-059

Exhibit C: Appendix III

COPY

FILED

NOV 28 2005

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

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

212 MARIN BOULEVARD, LLC, 247 MANILA AVENUE, LLC, 280 ERIE STREET, LLC, 317 JERSEY AVENUE, LLC, 354 COLE STREET, LLC, 389 MONMOUTH STREET, LLC, 415 BRUNSWICK STREET, LLC, 446 NEWARK AVENUE, LLC and CLAUDIA JASTRZEBSKI, Plaintiffs, v. CITY OF JERSEY CITY, JOANNE MONAHAN, ASSISTANT CORPORATION COUNSEL AND THE PLANNING BOARD OF THE CITY OF JERSEY CITY, Defendants.	SUPERIOR COURT OF NEW JERSEY HUDSON COUNTY LAW DIVISION DOCKET NO. L-4908-05 Civil Action ORDER REMANDING APPLICATION TO THE PLANNING BOARD AND IMPOSING RESTRAINTS

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

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

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

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

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

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

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

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

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

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

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

Reasons on the record.

Exhibit M

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - CIVIL PART
HUDSON COUNTY
APP. DIV. ______________

389 MONMOUTH STREET, LLC, et al., Plaintiffs, vs. HISTORIC PRESERVATION COMMISSION OF THE CITY OF JERSEY CITY, et al., Defendants.	DOCKET NO. HUD-L-000804-06
THE CITY OF JERSEY CITY, Plaintiffs, vs. 415 BRUNSWICK STREET, LLC, et al., Defendants.	DOCKET NO. HUD-L-1554-06 TRANSCRIPT OF MOTIONS
212 MARIN BOULEVARD, LLC, Plaintiffs, vs. THE CITY OF JERSEY CITY, et al., Defendants.	DOCKET NO. HUD-L-000800-06

Place: Hudson County Courthouse
595 Newark Avenue
Jersey City, N.J. 07306
Date: July 21, 2006

METRO TRANSCRIPTS, L.L.C.
Patrice Mezzacapo
316 Ann Street
Randolph, New Jersey 07869
(973) 659-9494

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THE COURT: All right. Seeing how we're seated, this tells me that it's City of Jersey City v. 415 Brunswick Street, LLC.

MR. CURLEY: Yes, Your Honor.

THE COURT: The Docket No. is HUD-L-1554-06. You are now the plaintiff, Mr. Curly.

You want to give your appearance and spell your last name for the purpose of the tape?

MR. CURLEY: John J. Curly, C-U-R-L-E-Y, for the plaintiff City of Jersey City.

THE COURT: Ms. --

MS. DONATO: Michele R. Donato, D-O-N-A-T-O, on behalf of 415 Brunswick Street, LLC.

MR. HAMILL: Jay Hamill, H-a-m-i-l-l, Bogart, Keane, Ryan, Hamill, on behalf of Jersey City Planning Board.

THE COURT: All right. This is your motion, Ms. Donato -- you can be seated -- to dismiss the complaint of Jersey City for failure to state a claim from which relief can be granted.

And there's also a motion to consolidate made by Mr. Curley, correct?

MR. CURLEY: Yes, Your Honor.

THE COURT: All right. We'll hear you, Ms. Donato.

1 MR. HAMILL: That's fine. I just wanted -- I
2 just wanted to make sure that that wasn't including the
3 other matter. I'm sorry.
4 THE COURT: Okay. What's the choice?
5 MS. DONATO: Your Honor, may I just make a
6 point of clarification?
7 THE COURT: Sure.
8 MS. DONATO: I did indicate that if the STB
9 rules against us that, you know, we obviously don't
10 have an approval. Of course, it would be subject to
11 any appeals that they might take. If there's an
12 appeal, you know, and there's -- whatever the
13 successful -- whenever the litigation with the STB is
14 over, if we, you know, exhaust all of our litigation
15 remedies and we continue to lose, then of course, we do
16 not have title to the property, and we lose any value
17 of the improvements that we may have -- and the
18 approvals that we may have obtained.
19 And the other thing is, Your Honor, with
20 regard to Mr. Curley's argument about the unitary
21 nature of the structure, there's not anything in the
22 ordinance that addresses this point. It's being
23 created out of whole cloth. This is --
24 THE COURT: Regardless -- regardless, it was
25 already -- it was -- presumably, it could have been or

1 was considered. Okay?
2 MS. DONATO: Thank you, Your Honor.
3 THE COURT: Now we're back to you, Mr.
4 Curley. Are we taking a voluntary dismissal of this
5 case without prejudice and without cost? Given --
6 MR. CURLEY: I don't think I can --
7 THE COURT: Given what is on the record.
8 MR. CURLEY: I don't think I can make that
9 decision on my own, Your Honor.
10 THE COURT: Oh, yes, you can.
11 MR. CURLEY: I don't believe I can.
12 THE COURT: Well, do we want to make a
13 telephone call?
14 MR. CURLEY: I will make a telephone call.
15 THE COURT: Make a telephone call right now.
16 Let's get this one over with.
17 MR. CURLEY: Thank you.
18 THE COURT: Then we'll proceed step by step
19 to these vexatious litigations. Not vexatious in the
20 pejorative sense, just vexatious.
21 MR. CURLEY: Vexing.
22 THE COURT: He's vexing.
23 MS. DONATO: I thought that was very
24 (indiscernible), Your Honor, the comment. Somewhat
25 more than vexatious.