



JON S CORZINE
Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF LAW
One Penn Plaza East
NEWARK, NJ 07105-2246

TAYSEN VAN ITALIE
Director

September 19, 2009

225751

VIA UPS NEXT DAY AIR

ENTERED
Office of Proceedings

SEP 21 2009

Part of
Public Record

Anne K. Quinlan, Acting Secretary
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

Re: STB Docket No. AB-167 (Sub-No. 1190X) Consolidated Rail
Corporation—Abandonment Exemption—In Hudson County, NJ

Dear Secretary Quinlan:

Please enter the appearance of Suzanne L. Silverman, Deputy Attorney General, Division of Law, One Penn Plaza East, Newark, New Jersey 07105, on behalf of New Jersey Transit Corporation ("NJ Transit") in the above proceedings. NJ Transit is a public instrumentality of the State of New Jersey created to provide public transportation services. At this time NJ Transit wishes to participate in this proceeding for the limited purpose of filing the attached Verified Statements of Bernadette Gill, Director of Property Management and Joseph North, General Manager Light Rail and Contracts.

It has recently come to our attention that NJ Transit may be adversely affected by any Board decision to grant Mr. Riffin's and Mr. Strohmeier's petition for an OFA on property referred to as Parcel C in the above referenced matter. NJ Transit purchased and condemned a portion of the properties comprising Parcel C to construct and operate a yard and shop for NJ Transit's Hudson Bergen Light Rail Transit System. The operating plan proposed by Mr. Strohmeier and Mr. Riffin would interfere with the public use



Anne K. Quinlan, Acting Secretary
September 18, 2009
Page 2

of the property, poses significant safety risks and is incompatible with the Hudson Bergen Light Rail Services.

The purpose of this filing is to clarify the record regarding NJ Transit's property ownership and the public necessity for the subject property.

Respectfully,

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

By: *Suzanne L. Silverman*
Suzanne L. Silverman
Deputy Attorney General

SLS:fm
Enclosures

cc: James Riffin
Eric Strohmeier
John K. Enright
Adam Sloane
Robert M. Jenkins, III

CERTIFICATION OF SERVICE

I hereby certify that on September 18, 2009, a copy of the Verified Statements of Bernadette Gill and Joseph North were served by UPS Next Day Air on:

Eric Strohmeier
81 Century Lane
Watchung, NJ 07069

James Riffin
1941 Greenspring Drive
Timonium, MD 21093

Robert M. Jenkins, III
Adam C. Sloane
Mayer Brown, LLP
1999 K Street
Washington, D.C. 20006

John Enright
Associate General Counsel
Consolidated Rail Corporation
1717 Arch Street
Philadelphia, PA 19103

ANNE MILGRAM
Attorney General of New Jersey

By: 
Suzanne L. Silverman
Deputy Attorney General
Attorneys for New Jersey Transit Corp.

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB DOCKET NO. AB-167 (Sub-No. 1190X)

CONSOLIDATED RAIL CORPORATION – ABANDONMENT EXEMPTION
IN HUDSON COUNTY, NJ

VERIFIED STATEMENT OF JOSEPH NORTH

I, Joseph North, being duly sworn and on my oath, submit this verified statement in response to the Answer of Eric Strohmeier and James Riffin (the "Offerors") to the Surface Transportation Board's August 12, 2009 Show Cause Order in the above captioned proceeding (the "Answer") and the Offeror's Request for Extension of Time.

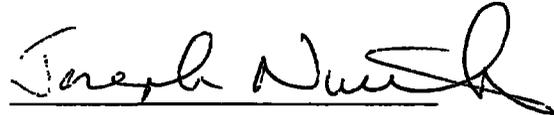
1. I am employed by New Jersey Transit Corporation ("NJ Transit"), a public instrumentality of the State of New Jersey as General Manager Light Rail and Contract Services. By virtue of my position, I am familiar with the business of New Jersey Transit's light rail operations throughout the State of New Jersey.
2. NJ TRANSIT's Hudson Bergen Light Rail System ("HBLR") operates between the City of Bayonne, NJ and the City of North Bergen, NJ, and serves six communities on its right of way. The HBLR is operated in the public interest, providing a north-south transportation network along the Hudson River communities.
3. The route proposed by the Offeror's would require crossing NJ TRANSIT's active light rail lines at two locations, MP 3.0 and again at MP 3.9. These two crossing locations are on separate HBLR branches and would affect 2/3 of HBLR's operations. It is impractical for the proposed operation to cross these tracks at grade since the HBLR is a 7 day a week, 24 hour a day operation, currently providing 539 system-wide scheduled revenue passenger trips a day, with close to 200 revenue passenger trips on each of the affected branches with an operating frequency of 7 to 10 minutes.
4. The right of way in question between MP 3.3 and MP 3.0 would traverse directly through the HBLR's layover storage yard and maintenance facility that provides system-wide support to HBLR. Constructing a freight line that would operate through the NJ TRANSIT's maintenance building or cross over its layover storage yard tracks is not feasible or realistic.
5. Any joint or shared operation of freight trains with light rail passenger vehicles is regulated by the Federal Railroad Administration (FRA). Hudson Bergen

passenger trains are essentially light weight modern trolleys whose joint or shared operation with heavy freight trains presents significant safety risks. NJ TRANSIT would not endorse any operation that includes installation of new freight rail crossings across its light rail tracks or allows operation of freight trains through its yard and shop and since such activities would severely interfere with its public transit operation and create unacceptable safety risks.

6. Further, I understand that in a submission filed on September 11, 2009, the Offerors asked for an extension of time to, among other things, permit negotiations between the Offerors and NJ Transit regarding their OFA. Based on our understanding of the safety and operational concerns posed by the Offerors' proposed operations, NJ Transit does not believe that such negotiations would be productive.

CONCLUSION

The rail and transload operation proposed by the Offerors would interfere with the public use of the line, would pose significant safety risks and is incompatible with Hudson Bergen Light Rail Services.



Joseph North

September 18, 2009

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB DOCKET NO. AB-167 (Sub-No. 1190X)

CONSOLIDATED RAIL CORPORATION – ABANDONMENT EXEMPTION
IN HUDSON COUNTY, NJ

VERIFIED STATEMENT OF BERNADETTE GILL

I, Bernadette Gill, being duly sworn and on my oath, submit this verified statement in response to the Answer of Eric Strohmeier and James Riffin (the "Offerors") to the Surface Transportation Board's August 12, 2009 Show Cause Order in the above captioned proceeding (the "Answer").

1. I am employed in the Real Estate Department of New Jersey Transit Corporation as Director of Property Management. By virtue of my position, I am familiar with the business of New Jersey Transit's Real Estate Department which possesses and maintains company records pertaining to New Jersey Transit's real property interests.
2. In Conrail's July 28, 2009 response to CNJ Rail's request for a Minimum Purchase Price, Conrail divided the subject Line into three parcels. The Offerors have expressed an interest only in Parcel C, a portion of which pertains to New Jersey Transit's real property interests. A portion of Parcel C is comprised of property previously acquired by NJ Transit and designated Parcels 203B, 203C and 205. NJ Transit purchased Parcels 203B and 203C from Conrail. (See Deeds attached as Exhibit A located between M.P. 2.9 to 3.1.). NJ Transit acquired Parcel 205 from Caven Point Realty by filing a Declaration of Taking. (See Declaration of Taking attached as Exhibit B for property located between M.P. 3.1 to 3.3.).
3. NJ Transit acquired the property comprising of portions of Parcel C in order to construct, operate and maintain the Hudson Bergen Light Rail System. The Hudson Bergen Light Rail system is owned by NJ Transit a public instrumentality of the State of New Jersey.

CONCLUSION

The rail and transload operation proposed by the Offerors would interfere with the public use of the Line and is incompatible with Hudson Bergen Light Rail Services.

Dated: September 18th 2009


Bernadette Gill

Exhibit A

Deeds for Parcels 203B and 203C

003186
RECEIVED

STATE OF NEW JERSEY

100
CLERK OF SUPERIOR COURT

CONSOLIDATED RAIL CORPORATION **QUITCLAIM DEED (NJ)**

THIS DEED, made the 29th day of August, in the year of our Lord One Thousand Nine Hundred and Ninety-six (1996).

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania, 19101-1419, hereinafter referred to as the Grantor, and **NEW JERSEY TRANSIT CORPORATION**, an instrumentality of the State of New Jersey, having a mailing address of One Penn Plaza East, Newark, NJ 07105, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the Premises as more particularly described on Exhibit 'A' appended hereto and made a part hereof.

This Deed is subject to the provisions of an Agreement of Sale by and between Consolidated Rail Corporation and New Jersey Transit Corporation dated August 29, 1996 governing apportionment of environmental responsibility as between Grantor and Grantee including Grantee's successors, assigns and grantees.

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:

5
AGREEMENT TO SELL
HAS BEEN SENT TO REGISTER

TAX REFERENCE:

Block 2033, Lots 5A, B and 8, on the Tax Maps for the City of Jersey City, Hudson County, NY

THIS INSTRUMENT PREPARED BY:

Robert J. Tracy
Robert J. Tracy, Property Manager
Consolidated Rail Corporation
510 Thornall Street, Suite 390
Edison, NJ 08837

CONSIDERATION:	STATE	J.P.N.F.	TOTAL
1.00	00	00	1.00
DATE: 08 1997			

005:26 PG258

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

ALL-STATE LEGAL,
A Division of All State International, Inc.
800-272-1610 in NJ 808 272 0800

D G H V S 2

OR
PARTIAL EXEMPTION
(c. 178, P. L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46-15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF HUDSON

ss.

FOR RECORDER'S USE ONLY	
Consideration \$	<u> </u>
Realty Transfer Fee	<u> </u>
Date	<u> </u> By <u> </u>

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, SUZANNE L. SILVERMAN, being duly sworn according to law upon his/her oath deposes and

says that he/she is the Legal Representative of New Jersey Transit Corporation

(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

in a deed dated 2/29/96, transferring real property identified as Block No. 227-1-1

Lot No. A, B and 8 located at Jersey City, Hudson County

and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P. L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

New Jersey Transit Corporation is a public instrumentality of the

State of New Jersey (NJSA 27:25-1 et seq.)

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)

- Grantor(s) 62 yrs. of age or over.*
- One or two-family residential premises

- Owned and occupied by grantor(s) at time of sale.
- No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- Grantor(s) legally blind.*
- One or two-family residential premises

- Owned and occupied by grantor(s) at time of sale.
- No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- Grantor(s) permanently and totally disabled.*
- One or two-family residential premises.
- Receiving disability payments.

- Owned and occupied by grantor(s) at time of sale.
- Not gainfully employed.
- No joint owners other than spouse or other qualified exempt owners

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- Affordable According to H.U.D. Standards
- Meets Income Requirements of Region.

- Reserved for Occupancy.
- Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

- Entirely new improvement.
- Not previously used for any purpose.

- Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 20 day of February, 1996

Gloria D. Camisa

GLORIA D. CAMISA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 6, 1998

Suzanne L. Silverman
Name of Deponent (sign above line)
Suzanne L. Silverman, DAG
New Jersey Transit Corporation
One Penn Plaza East
Newark, NJ 07105-2246

CONSOLIDATED
RAIL CORPORATION
Name of Grantee (sign above line)
2001 Market Street
Two Commerce Square
Philadelphia, PA 19106-1416

FOR OFFICIAL USE ONLY	
Instrument Number	<u> </u> County <u> </u>
Deed Number	<u> </u> Book <u> </u> Page <u> </u>
Deed Dated	<u> </u> Date Recorded <u> </u>

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18-16-8.12).

TRIPPLICATE - Pink copy is your file copy.

EX 51246259

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

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

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

(3.) Grantee hereby forever releases Grantor from any liability for any loss or damage, direct or consequential, which may be caused by or arise from the sliding, shifting or movement of any part of any adjoining embankment of Grantor, or by the drainage or seepage of water therefrom, upon or into the Premises, or upon, under, or into anything which may be erected or placed thereon.

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

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

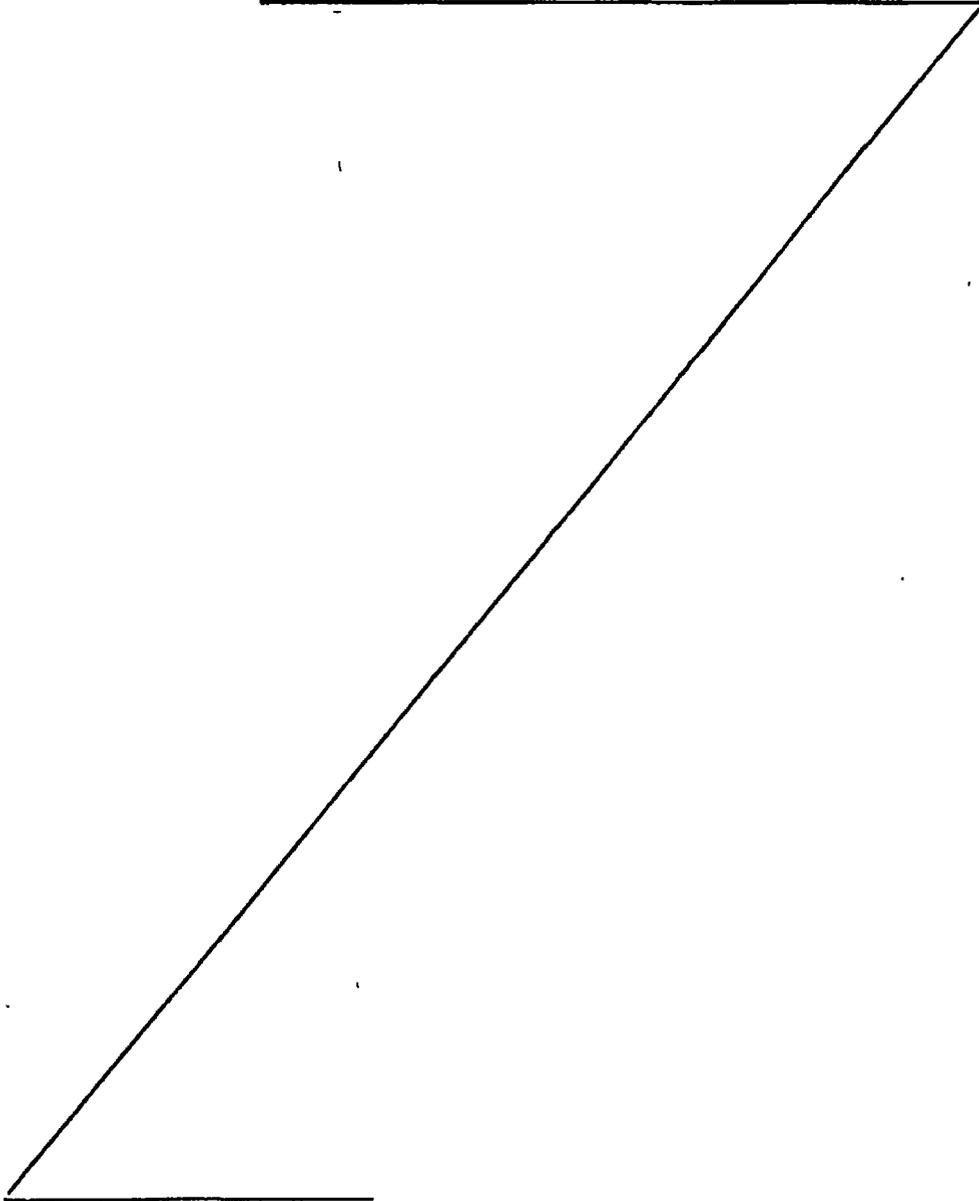
(6.) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

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 provided 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.

A COPY OF THIS INSTRUMENT
HAS BEEN SENT TO ABERDEEN COUNTY

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

SEALED and
DELIVERED in the
presence of us:

CONSOLIDATED RAIL CORPORATION
By:

Robert J. Gray

Robert W. Ryan
Director-Real Estate

ATTEST:

Robert J. Gray

Shirley C. Cochran
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)

: SS

COUNTY OF PHILADELPHIA)

BE IT REMEMBERED, that on this 28th day of August in the year One Thousand Nine Hundred and Ninety-six (1996), 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 defined in P.L. 1968, C. 49, Sec. 1(c), is TWO HUNDRED FIFTY THOUSAND Dollars (\$250,000.00).

Elizabeth C. Gallagher
Notary Public

NOTARIAL SEAL
ELIZABETH C. GALLACHER, Notary Public
City of Philadelphia, Phila County
My Commission Expires May 31, 1999

CASE NO. 72013

DEED TO

NEW JERSEY TRANSIT CORPORATION

EXHIBIT "A"

Hudson County, New Jersey

Parcel 203C, Line Codes 0201 and 0501

MAPS referred to in the description are on file in the office of New Jersey Transit Corporation, One Penn Plaza, Newark, New Jersey 07105-2246.

BEING a part or portion of the same premises which R. D. Timpany, as Trustee of the property of the Central Railroad of New Jersey, Debtor, by Conveyance Document No. CNJ-CRC-RP-7, dated March 30, 1976 and filed and recorded in the Office of the Secretary of State of New Jersey, on October 12, 1978, and a part or portion of the same premises which Robert C. Haldeman, as Trustee of the property of the Lehigh Valley Railroad Company, Debtor, by Conveyance Document LV-CRC-RP-2, dated March 29, 1976 and filed and recorded in the Office of the Secretary of State of New Jersey on October 12, 1978 and in the County of Hudson Registrar's office on February 11, 1980, granted and conveyed unto Consolidated Rail Corporation.

ALL THAT CERTAIN piece or parcel of land of the Grantor, being a portion of the line of railroad know as the Jersey Central Main Line (a.k.a. the Bayonne Industrial Track), and identified as Line Code 0201, and a portion of the line of railroad known as the Lehigh Valley Main Line and identified as Line Code 0501, situate in the City of Jersey City, County of Hudson and State of New Jersey, which is bounded and described in accordance with a Plat of Survey, identified as "GATEWAY TRANSIT HUB, GATEWAY AREA PHASE I (COAL YARD PROPERTY), CITY OF JERSEY CITY, COUNTY OF HUDSON, PARCEL 203C, SCALE 1" - 110', prepared by Paul J. Emilius, Jr. PLS, License No. 37186, of the State of New Jersey, and described as follows:

EXHIBIT "A" CONTAINS 3 PAGES, OF WHICH THIS IS PAGE 1 OF 3.

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

BK 5124 PG 263



Parcel No. 203C

Beginning at point, said point being the common corner for Lot 3, Block 2033, Lot 7A, Block 2033, Lot 8, Block 2033, and Lot 4 Block 2033, Thence N 64° 11' 54" E, a distance of 298.27 feet to a point, thence, by a curve, curving to the left, (not tangent to the preceding line), having a radius of 1015.80 feet, an arc length of 229.81 feet, a chord bearing of S 85° 42' 11" E and a chord length of 229.32 feet to a point, thence by a line (not tangent to the preceding arc) S 64° 11' 54" W, a distance 388.56 feet to a point, thence S 24° 29' 39" E, a distance of 45.05 feet to a point, thence N 84° 15' 21" E, a distance of 72.75 feet to a point, thence N 66° 20' 21" E, a distance of 107.00 feet to a point, thence S 61° 32' 23" W, a distance of 595.88 feet to a point, thence N 42° 30' 35" E, a distance of 274.99 feet to a point, thence, by a curve, curving to the left, (not tangent to the preceding line), having a radius of 361.00 feet, an arc length of 129.21 feet, a chord bearing of N 0° 42' 49" E and a chord length of 128.52 feet to the point of beginning. Containing 1.726 acres more or less. Said parcel also being Block 2033, Lot 5, Lot 5A and a portion of Lot 8 in the Hudson County Tax Maps of the City of Jersey City.

Subject to all public utility easements, recorded and unrecorded affecting the herein described premises.

Being the same property as shown on a map entitled "Gateway Transit Hub, Gateway Area Phase 1 (coal yards property), City of Jersey City, County of Hudson, Parcel 203C".

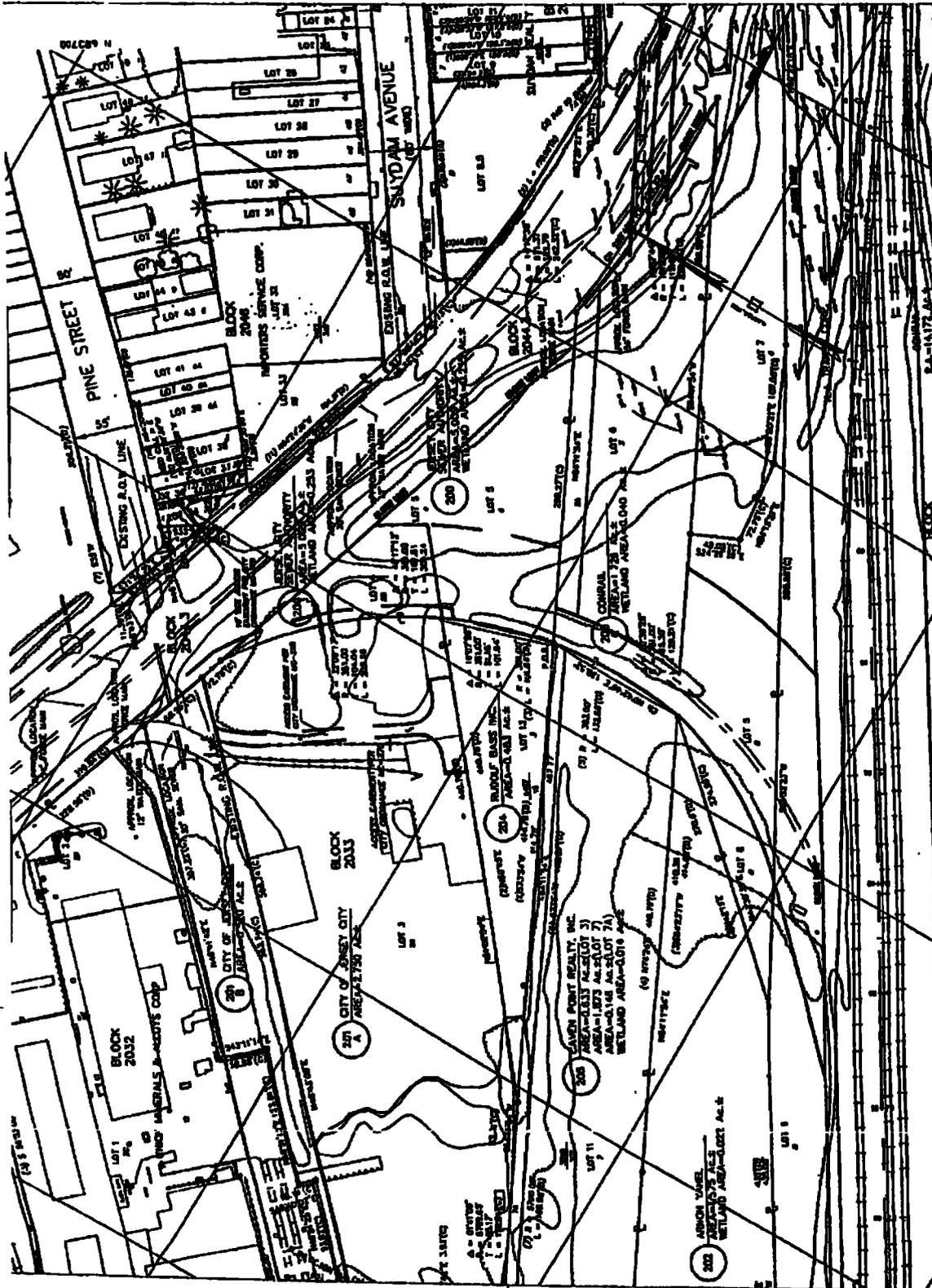
Prepared by GEOD Corporation, Newfoundland, New Jersey.

Paul J. Emilius Jr.

Paul J. Emilius, Jr., PLS - Licence No. 37166

THIS DOCUMENT HAS BEEN DELETED TO AVOID DISSEMINATION OF INFORMATION

BK 51214 PG 264



VI (8201) / 3
 LC. 0501

Via (8271) / 2
 LC. 0201

GATEWAY TRANSIT HUB
 GATEWAY AREA PHASE 1
 (COAL YARDS PROPERTY)
 CITY OF JERSEY CITY COUNTY OF HUDSON
 PARCEL 203C
 SCALE: 1" = 110'

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION ON EXEMPTION
(c. 49, P.L. 1968)
OR
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

ALL STATE LEGAL
A Division of Administrative Services, Inc.
600 222-0510 or 41 908 272-1900
0 0 1 1 3 2

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF HUDSON

FOR RECORDER'S USE ONLY
Consideration \$
Realty Transfer Fee
Date

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, SUZANNE L. SILVERMAN, being duly sworn according to law upon his/her oath deposes and

says that he/she is the Legal Representative of New Jersey Transit Corporation

(State Whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

in a deed dated 8/29/76 transferring real property identified as Block No. 204-1

Lot No. 5A, B and C located at Jersey City, Hudson County

(Give Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

New Jersey Transit Corporation is a public instrumentality of the State of New Jersey (NJSA 27:25-1 et seq.)

(4) PARTIAL EXEMPTION FROM FEE NOTE All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED Failure to do so will void claim for partial exemption. (See Instructions #8 and 49)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)

- Grantor(s) 62 yrs. of age or over.
One or two-family residential premises
Owned and occupied by grantor(s) at time of sale.
No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- Grantor(s) legally blind.
One or two-family residential premises.
Owned and occupied by grantor(s) at time of sale.
No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- Grantor(s) permanently and totally disabled.
One or two-family residential premises
Receiving disability payments
Owned and occupied by grantor(s) at time of sale.
Not gainfully employed.
No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- Affordable According to H.U.D. Standards.
Meets Income Requirements of Region
Reserved for Occupancy.
Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

- Entirely new improvement
Not previously used for any purpose
Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 20th day of September, 1976

Gloria D. Camisa

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 6, 1988

Suzanne L. Silverman, DAG
New Jersey Transit Corporation
One Penn Plaza East
Newark, NJ 07105-2246

CONSOLIDATED RAIL CORPORATION

2001 Market Street
Two Commerce Square
Philadelphia, PA 19106-1416

FOR OFFICIAL USE ONLY. This space for use of County Clerk or Register of Deeds.
Instrument Number
Deed Number
Deed Dated
County
Book
Date Recorded
Page

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.
ORIGINAL - White copy to be retained by County.
DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 19:16-8.12).
TRIPPLICATE - Pink copy is your file copy.

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

INSTRUCTIONS

1. STATEMENT OF CONSIDERATION AND PAYMENT OF REALTY TRANSFER FEE ARE PREREQUISITES FOR RECORDING OF DEED

No county recording officer shall record any deed evidencing transfer of title to real property unless (a) the consideration therefor is recited therein and in the acknowledgment or proof of the execution thereof, of (b) an Affidavit by one or more of the parties named therein or by their legal representatives declaring the consideration therefor is annexed thereto for recording with the deed, and (c) a fee at the rate of \$1.75 for each \$500.00 of consideration or fractional part thereof (which fee shall be in addition to the recording fees imposed by P. L. 1965, Chapter 123, Section 2 (C, 22A-4-1.1)) shall be paid to the county recording officer at the time the deed is offered for recording. An additional fee at the rate of \$3.75 for each \$500 of consideration or fractional part thereof in excess of \$150,000 of consideration shall be paid to the county recording officer.

2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

- This affidavit must be annexed to and recorded with the deed in the event that the full consideration is not recited in both the deed and in the acknowledgment or proof of the execution thereof.
- This affidavit must also be annexed to and recorded with the deed where exemption from the fee is claimed but the reason for claiming the exemption is not clearly stated in the deed.
- Any claim for exemption from the increased fee must be supported by this affidavit and attached to the deed at the time of recording, in addition to any statement otherwise required by the law with respect to consideration.

3. LEGAL REPRESENTATIVE

"Legal representative" is to be interpreted broadly to include any person actively and responsibly participating in the transaction, such as but not limited to, an attorney representing one of the parties, a closing officer of a title company or lending institution participating in the transaction; a holder of power of attorney from grantor or grantee.

4. OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE

Where a deponent is an officer of corporate grantor or grantee, the name of the corporation and the officer's title must be stated.

5. OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

Where a deponent is a closing officer of a title company or lending institution participating in the transaction, the name of the company or institution and the officer's title must be stated.

6. CONSIDERATION

"Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title. (P. L. 1960, c. 49, Sec. 1 as amended.)

7. EXEMPTIONS FROM THE FEE

The fee imposed by this Act shall not apply to a deed;

- For a consideration of less than \$100.00;
- By or to the United States of America, this State, or any instrumentality, agency or subdivision thereof;
- Solely in order to provide or release security for a debt or obligation;
- Which confirms or corrects a deed previously recorded;
- On a sale for delinquent taxes or assessments;
- On partition;
- By a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors;
- Eligible to be recorded as an "ancient deed" pursuant to R.S. 46-16-7;
- Acknowledged or proved on or before July 3, 1968;
- Between husband and wife, or parent and child;
- Conveying a cemetery lot or plot;
- In specific performance of a final judgment;
- Releasing a right of reversion;
- Previously recorded in another county and full realty transfer fee paid or accounted for as evidenced by written instrument, attested to by the grantee and acknowledged by the county recording officer of the county of such prior recording, specifying the county, book, page, date of prior recording, and amount of realty transfer fee previously paid.
- By an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State
- Recorded within 90 days following the entry of a divorce decree which dissolves the marriage between the grantor and grantee.

8. EXEMPTION FROM INCREASED FEE (P.L. 1975, c. 176, Section 4 as amended.)

The following transfers of title to real property shall be exempt from payment of \$1.25 of the fee for each \$500 of consideration or fractional part thereof: 1. The sale of any one or two-family residential premises which are owned and occupied by a senior citizen, blind person, or disabled person who is the seller in such transaction; provided, however, that except in the instance of a husband and wife no exemption shall be allowed if the property being sold is jointly owned and one or more of the owners is not a senior citizen, blind person, or disabled person; 2. The sale of Low and Moderate Income Housing conforming to the requirements as established by this Act.

For the purposes of this Act, the following definitions shall apply:

"Blind person" means a person whose vision in his better eye with proper correction does not exceed 20/200 as measured by the Snellen chart or a person who has a field defect in his better eye with proper correction in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than 20°.

"Disabled person" means any resident of this State who is permanently and totally disabled, unable to engage in gainful employment, and receiving disability benefits or any other compensation under any Federal or State law.

"Senior citizen" means any resident of this State of the age of 62 years or over.

"Low and Moderate Income Housing" means any residential premises, or part thereof, affordable according to Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross income equal to 80% or less of the median gross household income for households of the same size within the housing region in which the housing is located, but shall include only those residential premises subject to resale controls pursuant to contractual guarantees.

9. Transfers of title to real property upon which there is "new construction" shall be exempt from payment of \$1.00 of the \$1.75 fee for each \$500 of consideration or fractional part thereof not in excess of \$150,000.

For the purposes of this Act, the following definition shall apply:

"New construction" means any conveyance or transfer of property upon which there is an entirely new improvement not previously occupied or used for any purpose.

9. "REALTY TRANSFER FEE" IS A FEE IN ADDITION TO OTHER RECORDING FEES

The fee imposed under P.L. 1965, c. 49, as amended, in addition to the usual recording fees imposed under P.L. 1965, c. 123, Sec. 2 (C, 22A-4-1.1) The realty transfer fee is imposed upon grantors at the rate of \$1.75 for each \$500 of consideration or fractional part thereof, with an additional fee of \$3.75 for each \$500 of consideration in excess of \$150,000. The fee is required to be collected by the county recording officer at the time the deed is offered for recording.

10. PENALTY FOR WILLFUL FALSIFICATION OF CONSIDERATION

Any person who shall willfully falsify the consideration recited in a deed or in the proof or acknowledgment of the execution of a deed or in the Affidavit declaring the consideration thereof annexed to a deed shall be adjudged a disorderly person (P.L. 1968, c. 49, Section 5)

009880

RECEIVED

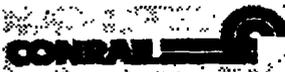
96 DEC -3 AM 9:33

RECORD & RETURN TO:
SUZANNE L. SILVERMAN, DAG
DIVISION OF LAW
ONE PENN PLAZA EAST
NEWARK, NJ 07105-2246

009872

Kenneth C. Chmel...

HUDSON COUNTY



QUITCLAIM DEED (NJ)

CHARGE

THIS DEED, made the 19th day of November, in the year of our Lord One Thousand Nine Hundred and Ninety-six (1996),

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania, 19101-1419, hereinafter referred to as the Grantor, and NEW JERSEY TRANSIT CORPORATION, an instrumentality of the State of New Jersey, having a mailing address of One Penn Plaza East, Newark, NJ 07105, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of TWO HUNDRED SEVENTY THOUSAND DOLLARS (\$270,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the Premises as more particularly described on Exhibit 'A' appended hereto and made a part hereof.

This Deed is subject to the provisions of an Agreement of Sale by and between Consolidated Rail Corporation and New Jersey Transit Corporation dated November 25, 1996 governing apportionment of environmental responsibility as between Grantor and Grantee including Grantee's and Grantor's successors, assigns and grantees.

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:

(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,

TAX REFERENCE:

Block 2047, Lot 25 on
the Tax Maps for the
City of Jersey City, Hudson
County, NY

THIS INSTRUMENT PREPARED BY:

Robert J. Tracy
Robert J. Tracy, Property Manager
Consolidated Rail Corporation
510 Thomall Street, Suite 390
Edison, NJ 08837

CONSIDERATION \$		EXEMPT CODE: E		TOTAL
COUNTY	STATE	N.P.N.R.F		
1	.00	.00	.00	.00
GR		DATE- 12/03/1996		

RX 5073 PG 014

and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

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

(3.) Grantee hereby forever releases Grantor from any liability for any loss or damage, direct or consequential, which may be caused by or arise from the sliding, shifting or movement of any part of any adjoining embankment of Grantor, or by the drainage or seepage of water therefrom, upon or into the Premises, or upon, under, or into anything which may be erected or placed thereon.

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

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

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

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

SEALED and
DELIVERED in the
presence of us:

CONSOLIDATED RAIL CORPORATION
By:

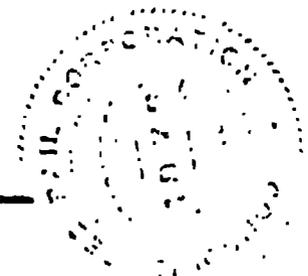
A. M. Hennigan

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

ATTEST:

A. M. Hennigan

Shelvia C. Jackson
Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF PHILADELPHIA)

BE IT REMEMBERED, that on this 19th day of November in the year One Thousand Nine Hundred and Ninety-six (1996), 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 defined in P.L. 1968, C. 49, Sec. 1(c), is TWO HUNDRED SEVENTY THOUSAND Dollars (\$270,000.00).



Linda A. Konicky
Notary Public

NOTARIAL SEAL
LINDA A. KONICKY, Notary Public
City of Philadelphia, Phila County
My Commission Expires Aug. 7, 2000

CASE NO. 72029

DEED TO

NEW JERSEY TRANSIT CORPORATION

EXHIBIT "A"

Hudson County, New Jersey

Parcel 203B, Line Code 0501

MAPS referred to in the description are on file in the office of New Jersey Transit Corporation, One Penn Plaza East, Newark, New Jersey 07105-2246.

BEING a part or portion of the same premises which Robert C. Haldeman, as Trustee of the property of the Lehigh Valley Railroad Company, Debtor, by Conveyance Document LV-CRC-RP-2, dated March 29, 1976 and filed and recorded in the Office of the Secretary of State of New Jersey on October 12, 1978 and in the County of Hudson Registrar's office on February 11, 1980, granted and conveyed unto Consolidated Rail Corporation.

ALL THAT CERTAIN piece or parcel of land of the Grantor, being a portion of the line of railroad known as the Lehigh Valley Main Line and identified as Line Code 0501, situate in the City of Jersey City, County of and State of New Jersey, which is bounded and described in accordance with a Plat of Survey, identified as "GATEWAY TRANSIT HUB, GATEWAY AREA PHASE 1 (COAL YARD PROPERTY), CITY OF JERSEY CITY, COUNTY OF HUDSON, PARCEL 203B, SCALE 1" = 90', prepared by Paul J. Emilius, Jr. PLS, License No. 37186, of the State of New Jersey, and described as follows:

EXHIBIT "A" CONTAINS 3 PAGES, OF WHICH THIS IS PAGE 1 OF 3.

As highlighted on attached map.

BK5073PG017

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

D G R V S 2

OR
PARTIAL EXEMPTION
(c. 178, P. L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY }
COUNTY OF HUDSON ESSEX } ss.

FOR RECORDER'S USE ONLY
Consideration \$ _____
Realty Transfer Fee \$ Exempt
Date 12-3-96 By [Signature]

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, SUZANNE L. SILVERMAN, Deputy Attorney General, being duly sworn according to law upon his/her oath deposes and says that he/she is the Legal Representative of New Jersey Transit Corporation (State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.) in a deed dated November 19, 1996, transferring real property identified as Block No. 2047 Lot No. 25 located at Jersey City, Hudson County (Street Address, Municipality, County) and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 270,000.00

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

New Jersey Transit Corporation is a public instrumentality of the State of New Jersey (NJSA 27:25-1 et seq.)

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s)

- a) SENIOR CITIZEN (See Instruction #8)
 - Grantor(s) 62 yrs. of age or over.*
 - One or two-family residential premises
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.

- b) BLIND (See Instruction #8)
 - Grantor(s) legally blind.*
 - One or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.

- DISABLED (See Instruction #8)
 - Grantor(s) permanently and totally disabled.*
 - One or two-family residential premises.
 - Receiving disability payments.
 - Owned and occupied by grantor(s) at time of sale.
 - Not gainfully employed.
 - No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

- c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)
 - Affordable According to H.U.D. Standards.
 - Meets Income Requirements of Region.
 - Reserved for Occupancy.
 - Subject to Resale Controls.

- d) NEW CONSTRUCTION (See Instruction #9)
 - Entirely new improvement.
 - Not previously used for any purpose.
 - Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 26th day of November, 1996

[Signature]
LUCREZIA WHITE
A NOTARY PUBLIC
OF THE STATE
OF NEW JERSEY
MY COMMISSION
EXPIRES JULY
24, 2000

[Signature]
SUZANNE L. SILVERMAN, DAG
New Jersey Transit Corporation
One Penn Plaza East
Newark, NJ 07105-2246
CONSOLIDATED
RAIL CORPORATION
2001 Market Street
Two Commerce Square
Philadelphia, PA 19106-1416

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County Hudson
Deed Number 9880 Book _____ Page _____
Deed Dated 11-19-96 Date Recorded 12-3-96

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:18-8.12).

TRIPPLICATE - Pink copy is your file copy.

WRITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

Parcel No. 203B

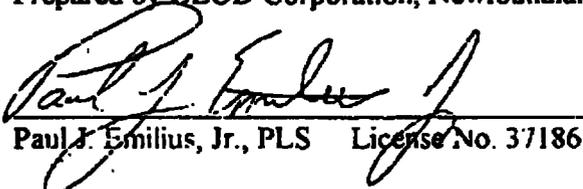
Beginning at a point, said point being the common corner for Lot 24C, Block 2047 and Lot 25, Block 2047 and located in the westerly right-of-way line of Communipaw Avenue (60.00 feet) as it now exists, thence along the westerly right-of-way line of Communipaw Avenue S 43° 05' 53" E, a distance of 125.56 feet to a point, thence S 60° 56' 08" W a distance of 270.31 feet to a point, thence, by a curve, curving to the right, (not tangent to the preceding line), having a radius of 941.80 feet, an arc length of 306.82 feet, a chord bearing of S 83° 36' 48" W and a chord length of 305.46 feet to a point, thence, by a line (not tangent to the preceding arc) N 60° 53' 38" E, a distance of 246.81 feet to a point, thence N 32° 05' 45" W, a distance of 23.24 feet to a point, thence, N 51° 41' 48" E, a distance of 55.09 feet to a point, thence, S 43° 18' 45" E, a distance of 45.36 feet to a point, thence, N 57° 23' 19" E, a distance of 72.65 feet to a point, thence, N 50° 46' 19" E, a distance of 79.08 feet to the point of beginning. Containing 1.121 acres, more or less. Said parcel also being Block 2047, Lot 25 in the Hudson County Tax Maps of the City of Jersey City.

Above described parcel being subject to all public utility easements, recorded and unrecorded, and slope easements for Communipaw Avenue.

Together with all right, title and interest that the owner may have in Communipaw Avenue, contiguous to the herein described premises;

Being the same property as shown on a map entitled "Gateway Transit Hub, Gateway Area Phase 1 (Coal Yards Property), City of Jersey City, County of Hudson, Parcel 203B".

Prepared by GEOD Corporation, Newfoundland, New Jersey.


Paul J. Emilius, Jr., PLS License No. 37186

par203B

R1E072P0720

Exhibit B

Declaration of Taking for Parcel 205

009491

CHARGE RECEIVED

RECORD AND RETURN TO N.I.D.O.T.
Legal Processing Section
1035 Parkway Avenue, P.O. Box 614
Trenton, NJ 08625
97 OCT 29 PM 2:00
Barbara A. Kelly
HUDSON COUNTY
RECORDS
2774

JRK:cy NJ Transit-205
Peter Verniero
Attorney General of New Jersey
Attorney for Plaintiff
Division of Law/Transportation
Richard J. Hughes Justice Complex
Market and New Warren Streets
CN-114
Trenton, New Jersey

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, HUDSON COUNTY
DOCKET NO. HUD-L-7801-97

NEW JERSEY TRANSIT CORPORATION,)
)
a body corporate and politic,)
)
Plaintiff,)
)
v.)
)
CAVEN POINT REALTY, INC.,)
a Corporation of New Jersey; et al,)
)
)
Defendants.)
)
)

CIVIL ACTION
DECLARATION OF TAKING

Plaintiff, New Jersey Transit Corporation, a body corporate and politic, hereby declares that:

1. Possession of the land and premises acquired in fee, along with those rights acquired under any easement,

described in the Complaint is hereby taken by and for the use of the New Jersey Transit Corporation.

2. The New Jersey Transit Corporation is entitled to the exclusive possession and use of the land premises acquired in fee and is entitled to exercise the rights acquired under any easement as set forth within the description.

3. Plaintiff is authorized by N.J.S.A. 27:25-13 (b) et seq., to acquire by purchase, lease, gift or otherwise, or by condemnation in the manner provided in N.J.S.A. 20:3-1 et seq., on the terms and conditions and in the manner it deems proper, any land or property real or personal, tangible or intangible which it may determine is reasonably necessary for the purposes of the corporation under the provisions of N.J.S.A. 27:25-1 et seq.

4. As to any easement right acquired hereunder, the owner of record shall retain all other rights to use the property over which the easement is located, for any legal purpose not inconsistent, contrary or in conflict with the terms of the easement as set forth within Exhibits "A" and "B". Maintenance of the property over which the easement is located shall remain the obligation of the owner except to the extent stated otherwise in Exhibit "A".

5. The premises hereby taken in fee and/or easement rights acquired are described in Exhibits "A" and "B".

6. The estate or interest taken is either a fee simple absolute, or such lesser interests, or both, as are set forth in the Exhibits "A" and "B: annexed hereto.

7. The sum of money estimated by the plaintiff to be just compensation for the taking is \$ 600,000, which sum is deposited with the Clerk of the Superior Court.

8. The names and addresses of all condemnees known to the Plaintiff and the nature of their alleged interest in said property are as follows: The owner of record of the said land

and premises is The owner of record of the said land and premises is Caven Point Realty, Inc., a Corporation of New Jersey, address, Agent, Ralph A. Nappi, c/o Nappi Trucking Corp., Route 34, Matawan, New Jersey 07747; other persons and corporations appearing of record to have an interest in the said land and premises, and persons and corporations who have or may claim to have an interest therein as are known to the plaintiff are Summit Bank, a Banking Corporation of New Jersey successor to United Jersey Bank, by name change on July 15, 1996 and successor to United Jersey Bank/Central N.A., by name change in 1994 and successor to United Jersey Bank/Franklin State by named change on July 29, 1988 and further successor to Franklin State Bank by name change on February 26, 1986, address, 301 Carnegie Center, Princeton, New Jersey 08543, which, by reason of a mortgage made by Caven Point Realty, Inc., a Corporation of New Jersey, to United Jersey Bank/Franklin State, dated April 17, 1986 and recorded in the Office of the Register of Deeds of Hudson County on April 23, 1986, in Book 3397 of Mortgages, at page 215, and for the further reason of a mortgage made by Caven Point Realty, Inc., a Corporation of New Jersey, to New Jersey Economic Development Authority, a Body Politic and Corporate dated September 20, 1985, and recorded in the Office of the Register of Deeds of Hudson County on September 23, 1985 in Book 3288 of Mortgages, at page 149, and assigned to Franklin State Bank by Assignment of Mortgage dated September 20, 1985, and recorded in the Office of the Register of Deeds of Hudson County on September 23, 1985, in Book 3288 of Assignment of Mortgages at page 209, and for the further reason of an assignment of leases and rents from the owner to United Jersey Bank/Central, N.A. a National Banking Association, dated May 16, 1994, and recorded in the Office of the Register of Deeds of Hudson County June 13, 1994, in Book 4737 of Mortgages, at page 325, and for the further reason of an assignment of leases from the owner to New Jersey

Economic Development Authority, dated September 20, 1985, and recorded in the Office of the Register of Deeds of Hudson County on September 23, 1985 in Book 3288 of Mortgages, at page 200, the said Summit Bank, a Banking Corporation of New Jersey, has or may claim to have an interest therein; State of New Jersey, address, Attorney General's Office, Collection Section, Justice Complex, Market and New Warren Streets, Trenton, New Jersey, which, by reason of possible Corporation Franchise Taxes due and unpaid to it by Caven Point Realty, Inc., a Corporation of New Jersey, the said State of New Jersey, has or may claim to have an interest therein; Sam Weinreb, Bella Weinreb, Frima Weinreb, Bracha Ribowsky, Chana Kotler and Zipporah Schwartzman, address 152 Parkville Avenue, Brooklyn, New York and Caven Point 1818 Associates, a Defunct New Jersey Limited Partnership, address, Agent, Robert P. Weinreb, 28 W. 22nd Street, Bayonne, New Jersey, which, by reason of an Easement Grant from the Owner to them dated May 31, 1994, recorded in the Office of the Register of Deeds of Hudson County July 19, 1994 in Book 4751 of Deeds, at page 284, the said Sam Weinreb, Bella Weinreb, Frima Weinreb, Bracha Ribowsky, Chana Kotler and Zipporah Schwartzman and Caven Point 1818 Associates, have or may claim to have an interest therein; Allwaste Tank Cleaning, Inc., a Corporation of Georgia, Agent: address, Agent: Prentice-Hall Corp. SYS/NJ, 830 Bear Tavern Road, West Trenton, New Jersey 08628, which, by reason of being a tenant, occupant or lessee on the said land and premises, has or may claim to have an interest therein; City of Jersey City, in the County of Hudson, a municipal corporation of New Jersey, address, Clerk, Robert Byrne, City Hall, 280 Grove Street, Jersey City, New Jersey, 07302, which, by reason of certain taxes and assessments, duly levied and assessed, and by

further reason of farmland roll-back taxes assessed, or to be assessed, has or may claim to have an interest therein.

Shirley DeLibero
Executive Director

Dated: 9/15/47

By: 
Frank Russo, Senior Director
Office of New Rail Construction