

MARJORIE M. MCINERNEY Δ+
JOHN B. NANCE Δ+

OF COUNSEL:
JAMES A. SCARPONE Δ
Δ NJ BAR +NY BAR



348 9TH STREET, SUITE B | JERSEY CITY, NJ 07302
TELEPHONE: (201) 516-8555 FACSIMILE: (201) 653-7230

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Chief, Section of Administration
Office of Proceedings
SURFACE TRANSPORTATION BOARD
395 E Street, SW
Washington, D.C. 20423-0001

**Re: Verified Petition of Liberty harbor Holding LLC for a Declaratory Order
STB Docket No. FD 36772**

Dear Sir or Madam:

We enclose for filing the Verified Petition of Liberty Harbor Holding LLC for a Declaratory Order. We have arranged for payment of the \$1,400 filing fee through the link provided on the Board's website.

Please do not hesitate to contact me if you have any questions about this matter.

Respectfully,

/s/ John B. Nance

JOHN B. NANCE

cc: Ashley Peacock, Esq.
Vanessa Stoffels, Esq.

FILED
April 29, 2024
SURFACE
TRANSPORTATION BOARD

FEE RECEIVED
April 29, 2024
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BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON D.C. 20423

STB Docket No. FD 36772

**VERIFIED PETITION OF LIBERTY HARBOR HOLDING LLC
FOR A DECLARATORY ORDER**

Respectfully Submitted,

McINERNEY & NANCE LLC
John B. Nance, Esq. (NJ BAR ID # 023802003)
348 Ninth St., Suite B
Jersey City, NJ 07302
(201) 516-8555
john.nance@mcinerneynance.com

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Docket No. FD 36772

**PETITION OF LIBERTY HARBOR HOLDING LLC
FOR A DECLARATORY ORDER**

* * * * *

I. Preliminary Statement.

Petitioner, Liberty Harbor Holding LLC, and its principal, Peter Mocco, have been designated by the City of Jersey City as the Redeveloper of Liberty Harbor North, a fifty-five-acre Redevelopment Area on the Hudson River waterfront in Jersey City, New Jersey. The within Petition relates to a 5.61-acre triangular-shaped parcel of land within the Redevelopment Area that Petitioner acquired from Conrail in 2001 (referred to in this Petition as the “Triangle Parcel”). Copies of the June 21, 2001 Deed from Conrail to Liberty Harbor Holding LLC and a 2001 survey of the Property are attached as Exhibits 1 and 2.

The property and surrounding area are depicted in the following historical photographs, maps, and overlays attached hereto as the following Exhibits:

3. April 12, 1961 aerial photo of Tidewater Basin and surrounding area;
4. March 25, 1974 aerial photo of Tidewater Basin and surrounding area;
5. November 1984 Survey prepared by Hirth Weidner Associates;
6. Railroad Valuation Map 1-a/2a (two versions, 6A and 6B);
7. Overlay of Hirth Weidner Survey (Ex. 5) atop 1961 aerial (Ex. 3);
8. Overlay of Hirth Weidner Survey (Ex. 5) atop 1974 aerial (Ex. 4);
9. Overlay of Valuation Map (Ex. 6) atop 1961 aerial (Ex. 3); and

10. Overlay of Valuation Map (Ex. 6) atop 1974 aerial (Ex. 4).

Recent street-level and aerial photos of the area and the surrounding improvements are depicted in Exhibits 11A and 11B. An overlay depicting a survey of the Triangle Parcel atop the Google Maps aerial is attached as Exhibit 12. As shown in Exhibit 12, Petitioner has already constructed two high-rise apartment buildings (88 Regent Street and 50 Regent Street) on the northern, rectangular extension of the Triangle Parcel.

In its railroad era, the Triangle Parcel contained spur and side tracks that branched off from a former line of railroad known as the Jersey Avenue Branch, but the Triangle contained none of the tracks of the railroad line. In November 1981, Conrail filed an application with the Interstate Commerce Commission to abandon the Jersey Avenue Branch. The agency granted the application in February 1982. See Exhibit 13 (November 27, 1981 Abandonment Application); Exhibit 14 (I.C.C. Certificate and Decision Approving Abandonment of the Jersey Avenue Branch). The abandonment application describes the Jersey Avenue Branch as a 0.7-mile line running northward from Communipaw Avenue to what once was the southern terminus of Jersey Avenue. Because the Triangle Parcel contained nothing but spur tracks, storage facilities, and freight-moving equipment ancillary to the Jersey Avenue Branch, the property constituted “excepted tracks” under federal law and was outside of I.C.C. or S.T.B. abandonment jurisdiction. See Nicholson v. Interstate Commerce Com., 711 F.2d 364 (D.C. Cir. 1983). Because it was “excepted” property (and already outside of I.C.C. licensing authority), the Triangle Parcel’s status as disposable railroad property was unaffected by Conrail’s abandonment of the Jersey Avenue Branch.

The “excepted track” status of the Triangle Parcel is supported by all of the available evidence regarding the Triangle Parcel tracks’ “intended use, physical characteristics,

relationship to the rail system, and history.” N.Y.C. Econ. Dev. Corp.—Pet. for Declaratory Order, FD 36467, slip op. at 3 (STB served June 11, 2021). Such evidence includes, among other things, a 100-year history of classification of the Triangle Parcel as Class II railroad property by the State of New Jersey. Under New Jersey law, the “Class II” designation refers to secondary railroad property outside of the principal tracks of a line of railroad. The Class I or “Main Stem” property of the Jersey Avenue Branch was always situated on the linear parcel to the west of the Triangle Parcel. See Exhibits 15-27. The “excepted track” status of the Triangle Parcel is further reinforced by an extensive series of property transfers and leases involving properties surrounding and adjoining the Main Stem property, all of which occurred without a prior abandonment of the railroad line. This transaction history demonstrates that Conrail and its predecessors all understood the line of railroad of the Jersey Avenue Branch to be located on the Main Stem property west of the Triangle Parcel. See Exhibits 28-29.

Petitioner is under contract with an entity known as C.O.S. Properties LLC (“C.O.S.”)¹ pursuant to which Petitioner will transfer a portion of the Triangle Parcel to C.O.S. in exchange for two parcels of land owned by C.O.S. that are also within the Liberty Harbor North Redevelopment Area. A map depicting the properties to be exchanged is attached as Exhibit 30. The property exchange agreement cannot close, however, because C.O.S.’s title insurance company has raised questions necessitating the within Petition. The title company has asked whether the Triangle Parcel was part of the main line of the railroad or whether it was spur and side track and thus exempt from S.T.B. (or I.C.C.) jurisdiction. The question arises in the

¹ C.O.S. and its development affiliate, Park Avenue Landing LLC, are successors to Hugo Neu Corp., who was a successor to Schiavone Bonomo Corp. Through these entities, the company has owned and/or leased portions of the Triangle Parcel and surrounding sites for many decades. They originally used the property for the operation of a scrap metal business but hold it today for residential development pursuant to the Liberty Harbor North Redevelopment Plan.

context of N.J.S.A. § 48:12-125.1, which requires notice of an abandonment application to be provided to certain public entities (here, the City of Jersey and County of Hudson) when it is filed.

Petitioner, C.O.S., and the City of Jersey City, the latter of which has been involved with and, in fact, controlled the decisions regarding disposition of the Triangle Parcel and the surrounding former Conrail properties, are all committed to seeing this development proceed and succeed. The City has already approved a C.O.S. site plan application for a three-tower project with 1000 units of housing on Block 17, the property that C.O.S. will own after consummation of the property exchange agreement with Petitioner. See Exhibits 38-40. If the Triangle Parcel was “excepted track” under 49 U.S.C. § 10906, then the 2001 sale of the property to Peter Mocco and his development company is valid, and the development of the second phase of Liberty Harbor North can proceed. However, if the Triangle Parcel tracks were part of the mainline of the railroad, then the deed into Petitioner may be determined to be void under state law. Because of the size of this part of the redevelopment (with an estimated developmental cost of \$400,000,000) and out of an abundance of caution, the title company (First American Title Insurance Company) has requested clarification of this issue.²

As set forth herein, it is clear that the Triangle Parcel contained nothing but short, stub-ended tracks unsuitable for anything but loading, loading, and switching; that the tracks were thus excepted from I.C.C. abandonment authority under 49 U.S.C. § 10906; that the Triangle Parcel’s status as disposable property was unaffected by the abandonment of the Jersey Avenue Branch; and that Conrail was free to transfer the Triangle Parcel to Petitioner without an

² Further, given how much development has already occurred on the Triangle Parcel (i.e., construction of two, fully-occupied, high-rise apartment buildings and a major public transportation line), it is not clear how such a ruling could even be implemented.

abandonment. The fact that Conrail's abandonment of the Jersey Avenue Branch came before the sale of the Triangle Parcel does not somehow connect the Triangle Parcel with the mainline.

II. Statement of Facts.

A. In a 2016 application to the New Jersey Department of Transportation, Conrail representatives stated under oath that the Triangle Parcel was "vacant land that was used as an industrial spur track and ware yard that served an industrial user up until the 1950's. **The property was never used as an operating rail line.**" See Exhibit 36 (¶ 1) (emphasis added); Exhibit 37.

B. For more than a century, the State of New Jersey has employed a railroad property classification system. The primary distinction under the state's classification system is between Class I (or "Main Stem") property and Class II property. The term "Main Stem" is intended to identify the "principal tracks of the railroad at the place in question," Reading Co. v. Woodbridge, 45 N.J. 407, 421 (1965) (quoting In re United N.J. Railroad and Canal Co., 75 N.J.L. 385 (Sup. Ct. 1907); rev'd on other grounds, 76 N.J.L. 830 (E&A 1908)), and "fundamentally has reference to a railroad's arteries as public highways across the State," id. at 423.

Class II property is defined in relation to Main Stem property as "the other real estate used for railroad purposes ... including the roadbed (other than main stem and facilities used in passenger service), tracks, buildings, water tanks, riparian rights, docks, wharves and piers, and all other real estate, except lands not used for railroad purposes." N.J.S.A. § 54:29A-17.

As confirmed by the following exhibits, the State of New Jersey always classified the Triangle Parcel as Class II railroad property.

Documentary Exhibits³:

15. Sept. 26, 1921, State of New Jersey, State Board of Taxes and Assessment--Valuation and Assessment of Real Estate Other Than Main Stem for the Year 1922:

Land outside main stem, following parcels in Block #2145 (or #60) Lots 25-A and 25-D
Sidings outside main stem
Transfer crane, capacity 25 tons
Hand crane, capacity 10 tons
Ice platform
Plane highway crossing
Automobile platform
Shanty at coal pockets
Brakeman's shanty
Freight house, 151' x 40'

16. Dec. 13, 1983, State of New Jersey, Department of the Treasury, Division of Taxation, Public Utility Tax Bureau—True Value of Real Estate Other Than Main Stem:

East of main stem , Block 60, Lot 25F	3.153 Ac.
South of Henderson St. Branch	0.267 Ac.

[Triangle Parcel]

17. 1963 Appraisal (and map) of Triangle Parcel by William C. Stewart, Appraisal Consultant:

Land outside main stem, southeast of Jersey Avenue extended...generally triangular in shape...

Is filled and generally on grade with Jersey Avenue extended and is used as a terminal yard, with a freight house, tracks, and stone block pavement.

[This appraisal was of the Triangle Parcel.]

³ The redactions on Exhibits 15-17 were placed by the State when the maps were produced to Petitioner.

Map Exhibits:

18. 1912—State Board of Assessors, Hudson County, Jersey City, “C.R.R. of N.J. Jersey Ave. Branch / Henderson St. Branch”: “**2nd Class**”
19. May 1934—State Tax Department, Hudson County, City of Jersey City: “**2nd Cl.** 3.986 AC. JERSEY AV. BR. C.R.R.”
20. May 1936—State Tax Department, Hudson County, Jersey City, “C.R.R. of N.J. Jersey Ave. Branch / Henderson St. Branch”: “**2nd Cl. – Jersey Avenue Br.**”
21. Dec. 1942—State Tax Department, Hudson County, Jersey City, “C.R.R. of N.J. Henderson St. Branch”: “**2nd Class – Jersey Ave. Branch**”
22. Dec. 1942—State Tax Department, Hudson County, Jersey City, “C.R.R. of N.J. Jersey Ave. Branch”: “**2nd Cl. – Jersey Ave. Branch**”
23. Nov. 27, 1957—Jersey City Tax Map: Lot 25F
24. Oct. 3, 1977—Jersey City Tax Map, Plate 1.01: “**2ND CLASS**”

The Main Stem of the Jersey Avenue Branch was always located on the linear parcel located to the west of the Triangle Parcel, as confirmed by the following documents and maps:

Documentary Exhibits:

25. Sept. 26, 1921, State of New Jersey, Department State Board of Assessors—Measurement of Main Stem for the Year 1922:

“JERSEY AVENUE BRANCH, Hudson County, Jersey City, 0.547 [acres]” (length of Jersey Avenue Main Stem)
26. 1981, State of New Jersey, Department of the Treasury, Division of Taxation, Loc. Prop. & Public Utility Br.—MAIN STEM LAND, JERSEY AVENUE BRANCH:
 - (1) From beginning of right-of-way at L.V.R.R. Main Line to beginning of 100’ right of way. 0.342 [acres]
 - (2) From southerly line of L.V.R.R., Edgewater Branch to 100’ right-of-way. 1.804 [acres]

Map Exhibits:

18. 1912—State Board of Assessors, Hudson County, Jersey City, “C.R.R. of N.J. Jersey Ave. Branch / Henderson St. Branch”: **“Jersey Avenue Br.”**
19. May 1934—State Tax Department, Hudson County, Jersey City: **“M.S. JERSEY AVE. BR.-C.R.R. N.J.”**
20. May 1936—State Tax Department, Hudson County, Jersey City, “C.R.R. of N.J. Jersey Ave. Branch / Henderson St. Branch”: **“MAIN STEM – JERSEY AVENUE BRANCH”**
21. Dec. 1942—State Tax Department, Hudson County, Jersey City, “C.R.R. of N.J. Henderson St. Branch”: **“MAIN STEM – JERSEY AVE. BRANCH – C.R.R. of N.J.”**
22. Dec. 1942—State Tax Department, Hudson County, Jersey City, “C.R.R. of N.J. Jersey Ave. Branch”: **“MAIN STEM – JERSEY AVE. BRANCH – C.R.R. CO. of N.J.”**
23. Nov. 27, 1957—Jersey City Tax Map: **“JERSEY AVE. BRANCH – MAIN STEM C.R.R. OF N.J.”**
24. Oct. 3, 1977—Jersey City Tax Map, Plate 1.01: **“C.R.R. of N.J. – Jersey Ave. Br. – (M.S.)”**

Petitioner’s interpretation of the New Jersey railroad classification maps and documents is confirmed by a July 27, 2023 letter, attached as Exhibit 27, prepared by Lauren Nicolosi of the New Jersey Department of Treasury, Division of Taxation. Ms. Nicolosi’s office was the source of the documentary exhibits referenced above, and from her position with the State, is fully familiar with the maps. Her letter confirms the interpretation set forth above and draws the following conclusions:

1. The 1922 assessment records ... are the oldest documents [the Department of Treasury] possesses relating to the Jersey Avenue Branch properties.
2. The 3.986-acre parcel of Second Class Property described in the 1922 Bill Book correlates to the Triangle Parcel (Block 2145, Lots 25-A and 25-D).
3. **The Triangle Parcel meets the full definition of Second Class railroad property under New Jersey law and was classified by the State of New Jersey as such continuously from 1912 through 1985.**

4. **The line of railroad or Main Stem of the Jersey Avenue Branch was at all times located on the linear parcel of property located to the west of the Triangle Parcel. As the Main Stem property, it contained the principal tracks of the Jersey Avenue Branch main line of railroad.**
5. **The Main Stem property was always located to the west of the Triangle Parcel and did not ever include any of the Triangle Parcel.**

[Emphasis added.]

There is no evidence that Conrail or its predecessor, Central Railroad, ever contested the State's designations.

C. There is a long history of transactions involving railroad properties within the Jersey Avenue Yard including properties abutting the line of the railroad of the Jersey Avenue Branch. See Exhibit 28 (Map of Transactions); Exhibit 29 (Deeds and Leases). These transactions included leases of portions of the Triangle Parcel to a metals processor, Schiavone-Bonomo Corp. (the predecessor to C.O.S.), in 1966 and 1980 (Exhibit 29, 9A & 9B). All of the transactions reflected on the map, deeds, and leases attached hereto occurred without a prior abandonment of the Jersey Avenue Branch. Abandonment of the rail line was not a necessary precondition of such conveyances because the properties contained spur and side tracks and storage facilities, which Conrail and its predecessors understood to be ancillary to railroad operations and outside of the abandonment jurisdiction of federal railroad regulation. With respect to the Triangle Property specifically, the fact that Conrail and its predecessor, Central Railroad, leased portions of the same property (the Triangle Parcel) to Schiavone Bonomo

further demonstrate that the railroads understood this property to be excepted property and outside of the STB's (or the ICC's) abandonment jurisdiction.

D. The Jersey Avenue Branch was transferred from Central Railroad of New Jersey to Conrail as part of the Final System Plan. The Branch is described in the FSP as “extend[ing] from Communipaw to Jersey Avenue Yard, N.J., 0.7 miles at Jersey City, Hudson County, N.J.” See Exhibit 31. The Valuation Maps referenced in the deed into Conrail depict the Triangle Parcel in relation to the line of railroad of the Jersey Avenue Branch. See Exhibit 32 (March 30, 1976 Deed); Exhibit 6A/6B (Valuation Maps).

The Jersey Avenue Branch was abandoned by Conrail in February 1982. See Exhibits 13 and 14 (November 27, 1981 Abandonment Application and February 25, 1982 ICC Order). Conrail abandoned the rail line at the direction of Jersey City officials, who were interested in acquiring the property underneath the line of railroad for use as an extension of the city street known as Jersey Avenue. The City closed on the purchase of the Main Stem property from Conrail in August 1988 at a price of \$96,000. See Exhibit 33 (August 24, 1988 Deed). The City obtained title insurance in this transaction. The City then converted the property into an extension of Jersey Avenue, which today connects the downtown street grid to the Liberty Harbor North Redevelopment Area and to Liberty State Park further south.

On June 21, 2001, Conrail sold the Triangle Parcel to Petitioner for \$77,640.⁴ See Exhibit 1 (June 21, 2001 Deed). The transaction was insured by Fidelity National Title Insurance Company. See Exhibit 34 (June 21, 2001 Title Policy). Prior to the closing between

⁴ Petitioner notes that the rectangular extension at the northern end of the Triangle Parcel was formerly part of the Edgewater Branch of the Lehigh Valley Railroad Company. As noted above, Petitioner has already constructed two high-rise apartment buildings on that portion of the property.

Conrail and Petitioner, Conrail sold an easement over the western boundary of the Triangle Parcel to New Jersey Transit for Transit to construct a portion of the Hudson/Bergen light rail line. See Exhibit 35 (December 1, 1997 Easement). Petitioner acquired the Triangle Parcel from Conrail subject to this easement. The light rail line is operational today and traverses over the westerly boundary of the property.

C.O.S. owns two parcels of property within the Liberty Harbor North Redevelopment Area. On August 2, 2006, Petitioner and C.O.S. entered into a property exchange agreement under which C.O.S. agreed to transfer to Petitioner one of its two parcels and a portion of the other in exchange for a portion of Petitioner's Redevelopment Area property. The property Petitioner will transfer to C.O.S. under the agreement includes a portion of the Triangle Parcel. The property exchange agreement was approved by the municipal redevelopment agency. The properties at issue in the exchange agreement are depicted in the map attached hereto as Exhibit 30. As shown therein, under the parties' agreement, Petitioner will transfer the area shaded in red on the map to C.O.S. In exchange, C.O.S. will transfer to Petitioner the land depicted in blue with the exception of the northwest corner of the area identified Lot 25G, which C.O.S. will retain. The net result for C.O.S. will be exclusive ownership of all of Block 17 of Liberty Harbor North.

The City of Jersey City, through its Municipal Council, Planning Board, and Redevelopment Agency (the JCRA), have worked closely with Petitioner and C.O.S. over the years to carefully plan for the development of the parties' respective holdings within the Redevelopment Area.

- Currently over 2,000 residential units have been built and developed in Phase I of Liberty Harbor North. The property in question is part of Phase

II of the redevelopment project, which calls for the construction of 3,000 additional residential units at an anticipated cost of many hundreds of millions. Petitioner and C.O.S. have already invested millions in remediating environmental conditions on their respective parcels and planning for the redevelopment.

- Petitioner and C.O.S. filed a joint application with the Planning Board of Jersey City for preliminary and final major subdivision approval. The application was approved by the Planning Board in September 2006.
- In 2012, C.O.S. asked Jersey City to “upzone” Block 17 to allow for greater density on the property. On March 28, 2013 the Municipal Council adopted an ordinance amending the Redevelopment Plan to increase the allowable units on the Block from 677 to 1,000. See Exhibit 39 (Jersey City Ordinance No. 13-036, adopted March 28, 2013).
- In December 2012, C.O.S. filed with the Jersey City Planning Board a preliminary and final major site plan application for Phase One of a three-phase, 1,000-unit development on Block 17. On December 17, 2013 the Planning Board approved the application. See Exhibit 38 (August 6, 2013 Planning Board Resolution). C.O.S.’s proposed 1000-unit development is depicted in Exhibit 40.

As noted above, the transfer of the mainline property from Conrail to Jersey City in 1988 and the transfer of the Triangle parcel from Conrail to Petitioner in 2001 were both insured with title insurance. The property exchange agreement between Petitioner and C.O.S. has not closed because the transaction will require a title insurance policy worth several hundred million

dollars, and C.O.S.’s title insurance company has raised questions about the impact of N.J.S.A. § 48:12-125.1 on the 2001 transaction between Petitioner and Conrail. **There is no issue with this statute, however, because the Triangle Parcel contained nothing but excepted tracks and could be transferred by Conrail without a prior abandonment pursuant to 49 U.S.C. § 10906.** Petitioner asks the Board for such a declaration.

III. Argument.

A. The Board Should Issue a Declaratory Ruling to Eliminate Uncertainty About the Status of the Triangle Parcel.

Under 5 U.S.C. § 554(e) and 49 U.S.C. § 1321, the Board may issue a declaratory order to terminate a controversy or remove uncertainty. N.Y.C. Econ. Dev. Corp.—Pet. for Declaratory Order, FD 36467, slip op. at 3 (STB served June 11, 2021) (citing Bos. & Me. Corp. v. Town of Ayer, 330 F.3d 12, 14 n.2 (1st Cir. 2003); Delegation of Auth.--Declaratory Order Proceedings, 5 I.C.C.2d 675 (1989)). The Board has “broad discretion to determine whether to issue a declaratory order,” Tri-City Railroad Co.—Pet. for a Declaratory Order, FD 36037, slip op. at 4 (STB served June 1, 2017), and in appropriate cases will exercise such authority to remove uncertainty concerning the regulated status of railroad properties and former railroad properties. See e.g., Action Environmental Sys., LLC—Pet. for a Declaratory Order, FD 36559, slip op. at 3-4 (STB served May 11, 2022).

In the N.Y.C. Economic Development matter, supra, FD 36467, the Board issued a declaratory order stating that certain tracks that “were previously the subject of an abandonment proceeding and an ICC acquisition proceeding,” slip op. at 3, were actually excepted tracks under § 10906. The Board noted that “ICC authority was not required to abandon or acquire excepted track, yet the tracks at issue were subject to an ICC abandonment proceeding and an

ICC acquisition proceeding, raising the question of whether these tracks were previously considered tracks subject to the Board’s licensing authority.” Id. at 5. The Board determined that it was an appropriate exercise of its discretion to declare the status of the tracks at the time of the prior proceedings and resolve the uncertainty created by the prior proceedings on the current status of the property. In ruling that the tracks at issue were excepted under § 10906, the Board declared that the inclusion of the tracks in the earlier proceedings was not determinative of their status at that time. Petitioner is seeking a similar exercise of the Board’s authority to resolve questions regarding the status of the Triangle Parcel and the impact (or, rather, lack of impact) of the prior abandonment on the regulatory status of the Triangle Parcel.

B. The Triangle Parcel Was at All Relevant Times Excepted from the Jurisdiction of the STB (or ICC) Pursuant to 49 U.S.C. § 10906.

Mainline tracks are “within the Board’s exclusive jurisdiction [under 49 U.S.C. § 10901] and can only be abandoned upon the carrier receiving abandonment authority from the Board.” The Great Walton Railroad Co.—Pet. for a Declaratory Order, Docket No. AB 1242 (Sub-No. 1), slip op. at 8 (STB served June 23, 2020) (citations omitted). Ancillary tracks, including spur, industrial, team, switching, and side tracks, are “also within the Board’s exclusive jurisdiction, 49 U.S.C. § 10501(b), but, under § 10906, Board authorization is not required for the construction, operation, abandonment, or discontinuance of such track.” Ibid.

In distinguishing between mainline track subject to § 10901 from ancillary track under § 10906, the Board considers “the track’s intended use, physical characteristics, relationship to the rail system, and history.” Tri-City Railroad Co.—Petition for Declaratory Order, FD 36037 slip op. at 4 (STB served May 31, 2017) (citations omitted). More particularly,

With respect to intended use, the Board has considered whether the track will be used for certain ancillary operations (e.g., switching,

loading, and unloading); whether it serves more than one shipper; whether the shipper is located at the end of the track; whether there are stations on the track; whether there is regularly scheduled service; who owns and maintains the track; and the volume of traffic moving over the track. With respect to physical characteristics, the Board has considered the length of the track; whether it is stub-ended; and whether the track was constructed with light-weight rail. With respect to relationship to the rail system, the Board typically has considered whether the track was built to penetrate new markets or territory.

N.Y.C. Econ. Dev. Corp.—Petition for Declaratory Order, Docket No. FD 36467, slip op. at 4 (STB served June 11, 2021).

“The Board considers and weighs the various indicia as appropriate in light of the particular evidence and circumstances of each case.” Great Walton, *supra*, slip op. at 9. “[E]vidence regarding some indicia may be sufficient for the Board to make a determination on the overall legal status of the track without evidence to analyze all potential indicia.” North Coast Railroad Auth.—Abandonment Exemption, Docket No. AB 1305X (STB served May 17, 2022) slip op. at 6.

Consideration of the Board’s criteria or indicia in light of the known facts demonstrates that at the time of the abandonment of the Jersey Avenue Branch in 1982, the Triangle Parcel contained nothing but ancillary tracks and equipment and was exempt pursuant to 49 U.S.C. § 10906 from S.T.B. (or I.C.C.) licensing authority. As Conrail officials have stated under oath, the Triangle Parcel was “vacant land that was used an industrial spur track and ware yard that served an industrial user up until the 1950’s. **The Property was never used as an operating rail line.**” See Exhibit 36 (August 12, 2016 Conrail Application to New Jersey DOT) (emphasis added).

All of the available evidence regarding the physical characteristics and relationship of the tracks on the Triangle Parcel to the national rail system support a conclusion that the tracks were

only built to facilitate the movement of rail traffic in and around the Jersey Avenue Yard and not to invade the territory of another shipper or to conduct mainline or through service. All of the tracks were short-run and stub-ended. North Coast, supra, AB 1305X at 7; N.Y.C. Econ. Dev. Co., supra, FD 36467 at 4-5; Action Environmental, supra, FD 36559 at 4. The tracks' locations, configuration, and short length indicate that "the main use of the tracks would have been for loading, unloading, and switching for freight rail customers, which are ancillary functions." North Coast, supra, AB 1305X at 7; N.Y.C. Econ. Dev. Co., supra, FD 36467 at 4-5; Great Walton, supra, AB 1212 (Sub-No. 1) at 10-11. The location and short track lengths indicate that Triangle Parcel tracks were "not able to accommodate through or overhead service," Id. at 10, or large volumes of traffic, JGB Prop. LLC—Petition for a Declaratory Order, Docket No. FD 35817, slip op. at 8. In short, none of the tracks were part of the mainline or through route, and none were capable of supporting such traffic. The short-run, stub-ended trackage on the Triangle Parcel "are classic indicia of excepted property." Ibid. These types of tracks and these specific tracks in particular "did not allow for the penetration of new markets." N.Y.C. Econ Dev. Co., supra, FD 36467. As the Board held in N.Y.C. Econ. Dev. Co., "the series of stub-ended tracks" on the Triangle Parcel "simply allowed traffic to move in and out of the" Jersey Avenue yard and connect to the rail lines beyond. Id. at 4-5.

With respect to the nature and intended use of the tracks on the Triangle Parcel Petitioner submits that for more than 100 years identified by the State of New Jersey as Second Class railroad property. The Main Stem of the Jersey Avenue Branch was identified as the tracks located to the west of the Triangle Parcel, running north-south along Jersey Avenue and terminating at Canal Street. The State's designation of the Triangle Parcel as Second Class is consistent with and reflective of all of the available evidence about the secondary and ancillary

nature of the uses to which the Triangle Parcel tracks were employed. Indeed, in its 1921 assessment of the property, the State described it as follows:

Land outside main stem, following parcels in Block
#2145 (or #60) Lots 25-A and 25-D
Sidings outside main stem
Transfer crane, capacity 25 tons
Hand crane, capacity 10 tons
Ice platform
Plane highway crossing
Automobile platform
Shanty at coal pockets
Brakeman's shanty
Freight house, 151' x 40'

[See Exhibit 15 (September 26, 1921 Assessment of 2nd Cl. Property).]

Finally, there is no evidence of any regular service on any of the tracks on the Triangle Parcel. There were no stations on the property and no evidence of any mile markers. “These are classic indicia of excepted track.” Tri-City Railroad Co.—Petition for Declaratory Order, Docket No. FD 36037, slip op. at 5 (served June 1, 2017); JGB, supra, at 8.

By 1981, the only shippers that may have been served in any way by any of the tracks on the Triangle Parcel were U.S. Gypsum Co. and Schiavone-Bonomo Corp. However, it appears that by that time, U.S. Gypsum was no longer operating in Jersey City. The limited and indirect use of such tracks by the area shippers further supports the conclusion that the Triangle Parcel trackage was all excepted under 49 U.S.C. § 10906. Indeed, it is well settled that “tracks with multiple shippers can qualify as excepted track under § 10906 if it is ancillary to a mainline.” Great Walton at 11. In Tri-City, for example, the Board found that trackage providing access to an adjacent mainline for thirteen shippers which generated significant traffic was ancillary property and exempt from Board jurisdiction, finding that the “volume and the number of

shippers simply reflect that the industrial park is busy” and did not “change the ancillary nature of the track.” Supra, FD 36037 at 15.

IV. Conclusion.

Based upon the foregoing, Petitioner Liberty Harbor Holding LLC, requests a declaration that the Triangle Parcel was “excepted” spur track under 49 U.S.C. § 10906 and not subject to the abandonment authority of the STB.

Respectfully Submitted,

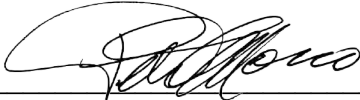
/s/ John B. Nance

JOHN B. NANCE
McINERNEY & NANCE LLC
*Attorneys for Petitioner, Liberty Harbor
Holding LLC*

DATED: April 29, 2024

VERIFICATION AND CERTIFICATION

I, PETER MOCCO, the Managing Member of Liberty Harbor Holding LLC verify under penalty of perjury that the facts recited in the foregoing Verified Petition for a Declaratory Order are true and correct based upon my investigation, and/or review of documents and/or my personal knowledge.



PETER MOCCO

DATED: April 29, 2024

CERTIFICATION OF SERVICE

I hereby certify that I have this day served a copy of the foregoing Verified Petition of Liberty Harbor Holding LLC for a Declaratory Order to be served on the following persons via first class mail, postage pre-paid, and email:

Ashley Peacock, Esq.
CONSOLIDATED RAIL CORPORATION
330 Fellowship Road, Suite 300
Mount Laurel, NJ 08054
Email: Ashley.Peacock@conrail.com

Vanessa Stoffels, Esq.
HUGO NEU CORPORATION
120 Fifth Avenue
Suite 600
New York, New York 10011
Email: vstoffels@hugoneu.com

/s/ John B. Nance
JOHN B. NANCE

DATED: April 29, 2024

TABLE OF EXHIBITS

1. June 21, 2001 Quitclaim Deed from Conrail to Liberty Harbor Holding LLC
2. January 12, 2001 Survey of the Triangle Parcel
3. April 12, 1961 Aerial Photo of Tidewater Basin and Environs
4. March 25, 1974 Aerial Photo of Tidewater Basin and Environs
5. November 1984 Hirth Weidener Survey of the Triangle Parcel
6. 6A--Conrail Valuation Map, Jersey Avenue Branch, 1-a/2a (close-up); 6B--Conrail Valuation Map, Jersey Avenue Branch, 1-a/2a (full map)
7. Overlay of Hirth Weidener Survey to 1961 Aerial
8. Overlay of Hirth Weidener Survey to 1974 Aerial
9. Overlay of Valuation Map to 1961 Aerial
10. Overlay of Valuation Map to 1974 Aerial
11. 11A--Contemporary Google Map Aerial; 11B--Contemporary site photo taken from 88 Regent Street building
12. Overly of Hirth Weidener Survey to Google Map Aerial
13. November 27, 1981 Application of Consolidated Rail Corporation ... for Approval of the Abandonment of the Jersey Ave. Brach in Hudson County, State of New Jersey
14. February 25, 1982 Interstate Commerce Commission Certificate and Decision approving "Conrail Abandonment Between Communipaw Avenue, NJ and End of Track"
15. September 26, 1921, State of New Jersey, State Board of Taxes and Assessment, Valuation and Assessment of Real Estate Other Than Main Stem for the Year 1922
16. December 13, 1983, State of New Jersey, Department of the Treasury, Division of Taxation, Public Utility Tax Bureau, True Value of Real Estate Other Than Main Stem for the Year 1984
17. 1963 Appraisal (and map) of Triangle Parcel by William C. Stewart, Appraisal Consultant
18. 1912—State Board of Assessors, Hudson County, Jersey City, "C.R.R. of N.J. Jersey Ave. Branch / Henderson St. Branch"

19. May 1934—State Tax Department, Hudson County, City of Jersey City
20. May 1936—State Tax Department, Hudson County, Jersey City, “C.R.R. of N.J. Jersey Ave. Branch / Henderson St. Branch”
21. December 1942—State Tax Department, Hudson County, Jersey City, “C.R.R. of N.J. Henderson St. Branch”
22. December 1942—State Tax Department, Hudson County, Jersey City, “C.R.R. of N.J. Jersey Ave. Branch”
23. November 27, 1957—Jersey City Tax Map
24. October 3, 1977—Jersey City Tax Map, Plate 1.01
25. September 26, 1921, State of New Jersey, Department State Board of Assessors—Measurement of Main Stem for the Year 1922
26. 1981, State of New Jersey, Department of the Treasury, Division of Taxation, Loc. Prop. & Public Utility Br.—MAIN STEM LAND, JERSEY AVENUE BRANCH
27. July 27, 2023 Letter from Lauren Nicolosi, N.J. Department of Treasury, Division of Taxation
28. Map of Sales and Leases Within the Jersey Avenue Yard
29. Deeds & Leases (Various) of Property within the Jersey Avenue Yard
30. Property Exchange Map
31. Final System Plan, Vol. II (excerpt)
32. March 30, 1976 Deed from R.D. Timpany (Trustee, Central Railroad of New Jersey) to Conrail (excerpt)
33. August 24, 1988 Deed from Conrail to Jersey City
34. August 3, 2001 Fidelity National Title Insurance Company Policy #5312-467789
35. December 1, 1997 Grant of Easement from Conrail to New Jersey Transit Corporation
36. July 12, 2016 Application filed by Conrail “In the Matter of Notice by Consolidated Rail Corporation for the Approval of the Sale and Conveyance to Liberty Harbor Holding[.]”
37. February 1, 2017 DOT Approval of the sale of the Triangle Parcel by Conrail to LHH

38. December 17, 2013 Jersey City Planning Board Resolution Approving Park Avenue Landing Preliminary and Final Major Site Plan
39. March 28, 2013 Jersey City Ordinance #13-036 Adopting Amendments to Liberty Harbor North Redevelopment Plan
40. Visualization of C.O.S. Block 17 Development

EXHIBIT 1

June 21, 2001 Quitclaim Deed from Conrail to Liberty Harbor Holding, LLC



QUITCLAIM DEED (NJ)

Case No. 67337

THIS DEED, made the 21st day of June, in the year of our Lord Two Thousand and One (2001),

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania, 19101-1416, hereinafter referred to as the Grantor, and **LIBERTY HARBOR HOLDING, LLC**, having a mailing address at 345 Tenth Street, Jersey City, NJ 07302, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of SEVENTY SEVEN THOUSAND SIX HUNDRED FORTY (\$77,640.00) 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.

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.

EXCEPTING AND RESERVING, thereout and therefrom, and unto the said Grantor, permanent, perpetual and assignable easements and rights to use and maintain the existing slope and embankment, if any slope and embankment, or any portion thereof is situated on the Premises; and together with the immediate and unimpeded right of ingress and egress on, over, across and through the Premises for said purposes.

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:

Lots 20A, 25F, 26, 29, 29C, 41E, and
Unnumbered lot in Blocks 60 and 2145
Tax Maps for the City of Jersey City, NJ

THIS INSTRUMENT PREPARED BY:

Consolidated Rail Corporation
510 Thornall Street, Suite 390
Edison, NJ 08837

Consideration : \$ 0.00 Exempt Code: S

County	State	N.P.N.R.F	Total
0.00	0.00	0.00	0.00
fee3	Date: 08/03/2001		

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ALBANY REC'D

Barbara A. Connelley
EDISON COUNTY REC'D

4226

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(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 due diligent examination of the Premises or public record related thereto; or (c) which Grantee has failed to immediately notify Grantor 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 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 formulating 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 pertinent 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.

(5.) 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.

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

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

(8.) Grantee will make no change to the present contour of the Premises which will result in any increase in the amount of surface water being discharged onto the remaining land of the Grantor, its successors and assigns; and Grantee hereby agrees that it will, in any future development of the Premises, grade and slope Grantee's property in such a manner so as to direct any surface or run off water away from property and right-of-way of Grantor.

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

TOGETHER with all and singular the tenements, hereditaments, improvements, 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, EXCEPTING AND RESERVING, 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, EXCEPTING AND RESERVING, 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

EXHIBIT A
CASE NO. 67337

ALL THAT CERTAIN piece or parcel of land of the Grantor, together with the improvements thereon, being a portion of the line of railroad known as the Jersey Avenue Branch, identified as Line Code 0299 and a portion of the line of railroad known as the Lehigh Valley Branch No. 6 and identified as Line Code 0509, 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 "SURVEY OF LOTS 20A, 25F, 26, 29, 29C, 41E AND UN-NUMBERED LOT, BLOCK 60, TAX MAP OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY" dated January 12, 2001, prepared by Albert N. Faraldi, Professional Land Surveyor No. 29346 of the State of New Jersey, as follows.

BEING a part or portion of the same premises which R. D. Timpany, as Trustee of the Property of Central Railroad Company of New Jersey, Debtor, by Conveyance Document No. CNJ-CRC-RP-7, dated March 30, 1976, filed and recorded in the Recorder's Office of the Secretary of State for the State of New Jersey on October 12, 1978; and also

BEING a part or portion of the same premises which Robert C. Haldeman, as Trustee of the Property of Lehigh Valley Railroad Company, Debtor, by Conveyance Document No. LV-CRC-RP-2, dated March 29, 1976, and recorded on February 11, 1980 in the Recorder's Office of Hudson County, New Jersey in Liber 3296 at Page 1092, 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.

Gloria B. Faraldi, President
Director of Management

Albert N. Faraldi, PLS, PP
N.J. Lic. 29346
P.P. Lic. 3182

John J. Dziemian, PLS
N.J. Lic. 37582
Director of Field Operations



Member of New Jersey
Society of Professional Land
Surveyors

American Congress on
Surveying & Mapping

National Society of
Professional Surveyors

831 First Street

Secaucus, New Jersey 07094-3432 (201)867-8044 Fax (201)867-0984

EXHIBIT A

January 19, 2001

DESCRIPTION OF LOTS 20A, 25F, 26, 29, 29C, 41E. AND
UN-NUMBERED LOT,
TAX MAP OF THE CITY OF JERSEY CITY,
HUDSON COUNTY, NEW JERSEY.

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY
LINE CANAL STREET AND THE EASTERLY LINE OF JERSEY AVENUE, AND
RUNNING THENCE;

- 1) EASTERLY ALONG SAID SOUTHERLY LINE CANAL STREET, NORTH
89° - 30' - 56" EAST, 274.76 FEET TO A POINT, THENCE
- 2) SOUTH 00° - 24' - 30" EAST, 80.00 FEET TO A POINT, THENCE
- 3) WESTERLY AND PARALLEL WITH SAID SOUTHERLY LINE CANAL
STREET, SOUTH 89° - 30' - 56" WEST, 284.76 FEET TO A POINT,
THENCE
- 4) SOUTH 78° - 25' - 26" EAST, 64.85 FEET TO A POINT, THENCE
- 5) NORTH 89° - 51' - 36" WEST, 75.14 FEET TO A POINT, THENCE
- 6) SOUTH 00° - 26' - 04" EAST, 564.04 FEET TO A POINT, THENCE
- 7) NORTH 89° - 07' - 44" WEST, 42.91 FEET TO A POINT, THENCE
- 8) SOUTH 00° - 19' - 04" EAST, 360.00 FEET TO A POINT, THENCE
- 9) SOUTH 82° - 00' - 04" EAST, 684.52 FEET TO THE BEGINNING OF A
CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 372.50
FEET, THENCE
- 10) SOUTHEASTERLY 316.77 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 48° - 43' - 25" TO THE BEGINNING OF A
REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS
OF 227.50 FEET, THENCE
- 11) SOUTHEASTERLY 244.83 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 61° - 39' - 36" TO A POINT, THENCE
- 12) NORTH 85° - 03' - 42" EAST, 47.50 FEET TO A POINT, THENCE
- 13) SOUTH 04° - 56' - 18" EAST, 25.00 FEET TO A POINT, THENCE
- 14) SOUTH 85° - 03' - 42" WEST, 47.50 FEET TO THE BEGINNING OF A
CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 252.50
FEET, THENCE

EXHIBIT A - PAGE 2 OF 3

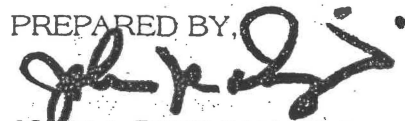
Boundary Surveys ⊕ Topographic Surveys ⊕ Engineering Surveys ⊕ Construction Layout ⊕ Hazardous Site Surveys

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- 15) NORTHWESTERLY 271.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $61^{\circ} - 39' - 42''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 347.50 FEET, THENCE
- 16) NORTHWESTERLY 295.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $48^{\circ} - 43' - 25''$ TO A POINT, THENCE
- 17) NORTH $82^{\circ} - 00' - 04''$ WEST, 211.73 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 247.50 FEET, THENCE
- 18) SOUTHWESTERLY 97.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $22^{\circ} - 29' - 07''$ TO A POINT, THENCE
- 19) SOUTH $75^{\circ} - 30' - 47''$ WEST, 314.61 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 285.00 FEET, THENCE
- 20) WESTERLY 81.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $16^{\circ} - 27' - 03''$ TO A POINT, THENCE
- 21) NORTH $88^{\circ} - 02' - 10''$ WEST, 154.67 FEET TO A POINT, THENCE
- 22) NORTH $07^{\circ} - 57' - 50''$ EAST, 38.00 FEET TO A POINT, THENCE
- 23) SOUTH $84^{\circ} - 32' - 10''$ EAST, 146.49 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 260.00 FEET, THENCE
- 24) EASTERLY 90.53 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $19^{\circ} - 57' - 00''$ TO A POINT, THENCE
- 25) NORTH $75^{\circ} - 30' - 47''$ EAST, 291.54 FEET TO A POINT, THENCE
- 26) NORTH $82^{\circ} - 00' - 04''$ WEST, 358.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 377.15 FEET, THENCE
- 27) WESTERLY 138.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ} - 58' - 42''$ TO A POINT, THENCE
- 28) NORTH $82^{\circ} - 00' - 04''$ WEST, 10.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 399.81 FEET, THENCE
- 29) WESTERLY 217.26 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ} - 08' - 08''$ TO A POINT OF CUSP IN SAID EASTERLY LINE OF JERSEY AVENUE, THENCE
- 30) NORTH $22^{\circ} - 04' - 22''$ EAST ALONG SAID EASTERLY LINE OF JERSEY AVENUE, 1102.88 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING AN AREA OF 244,608 SQUARE FEET, OR 5.615 ACRES

PREPARED BY,



JOHN J. DZIEMIAN, PLS
NJ LIC. NO GS37582

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 Vice President and Corporate Secretary, the day and year first above written.

SEALED and
DELIVERED in the
presence of us:

Carol Tutini

CONSOLIDATED RAIL CORPORATION
By:

Robert W. Ryan,
Director-Real Estate

ATTEST:

Carol Tutini

James D. McGeehan
Vice President and Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF PHILADELPHIA)

BE IT REMEMBERED, that on this 21st day of June in the year Two Thousand and One (2001), 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 Seventy Seven Thousand Six Hundred Forty Dollars (\$77,640.00).

Robert B. D'Zure
Notary Public

NOTARY SEAL
ROBERT B. D'ZURE, Notary Public
City of Philadelphia - Phila. County
My Commission Expires Sept. 15, 2004.

67337

D E E D

CONSOLIDATED RAIL CORPORATION

-to-

LIBERTY HARBOR HOLDING, LLC

Handwritten initials: "HBL" with a circled "H" and a checkmark.

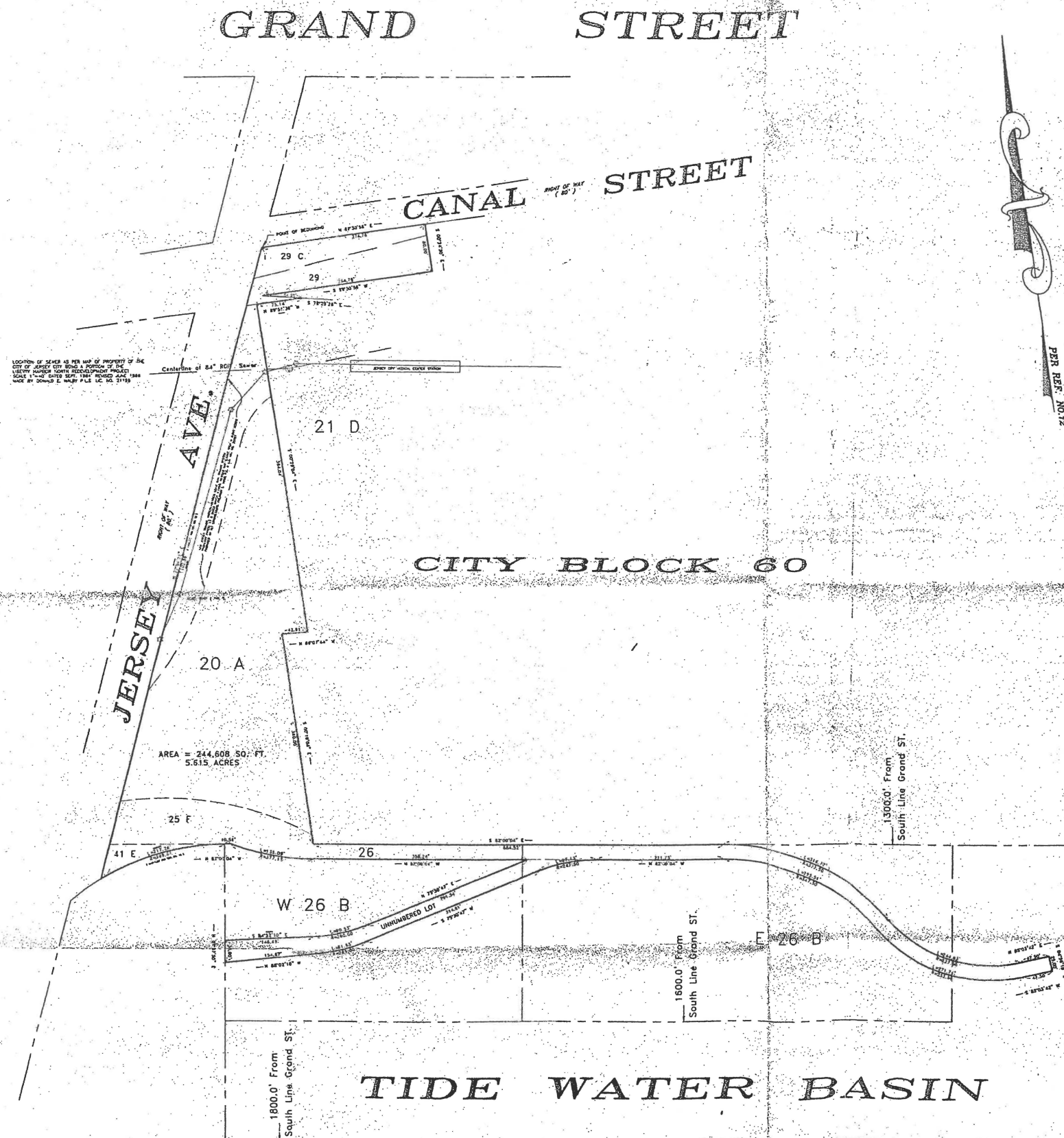
Land situate in the City of Jersey City, County
of Hudson, State of New Jersey

RECORD AND RETURN TO:

**PETER M. MOCCO, ESQ.
345 TENTH ST., STE. C
JERSEY CITY, N.J. 07302**

EXHIBIT 2

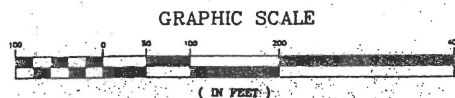
January 12, 2001 Survey of the Triangle Parcel



REFERENCES:

1. LIBERTY HARBOR NORTH, PHASE 1, SUBDIVISION PLAT MADE BY LANGEN ENGINEERING ASSOCIATES, INC. ON NOV. 4, 1987 AND REV. NOV. 23, 1987. SCALE 1" = 100'
2. TAX MAP OF CITY OF JERSEY, HUDSON COUNTY, NEW JERSEY SHEETS 1.01 AND 1.02. SCALE 1" = 100'
3. HUDSON-BERGEN LIGHT RAIL TRANSIT SYSTEM RIGHT OF WAY PLAN SHEETS 77, 78, 79 & 80 OF 118 DATED NOV. 2, 1995 MADE BY PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC. SCALE 1" = 60'
4. MAP OF PROPERTY BELONGING TO CORNELIUS VAN VORST SITUATED IN BERGEN COUNTY, NEW JERSEY. DATED JUNE 1835.
5. STATE OF NEW JERSEY BOARD OF COMMERCE AND NAVIGATION MAP SHOWING RIPARIAN LANDS IN VICINITY OF MORRIS CANAL BASINS JERSEY CITY, NEW JERSEY. SCALE 1" = 200' MADE BY ROBERT SIMON, ASST. ENGINEER, APPROVED APRIL 4, 1872.
6. SKETCH OF PROPERTY SURVEYED FOR SCHIAVONE BONDINO CORP. SITUATED IN JERSEY CITY, NEW JERSEY. SCALE 1" = 40' DATED MAY 8, 1972 MADE BY JAMES HENDERSON SURVEYOR LOT 25 G, BLOCK 60.
7. REPAIR AND IMPROVEMENT PLAN FOR THE EXISTING MARINA FACILITIES FOOT OF HENDERSON STREET, LOTS 26 A AND 27, BLOCK 60. TAX MAP OF CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY. SCALE 1" = 40' DATED NOV. 22, 1986 MADE BY JAMES MANALIO SURVEYOR.
8. CLARK AND HARTMAN SURVEY FOR BELL REALTY CO. PART OF LOT 26 B, BLOCK 60. SCALE 1" = 20' DATED SEPT. 8, 1955.
9. MAP OF PROPERTY OF THE CITY OF JERSEY CITY, JERSEY AVENUE TRACT BEING A PORTION OF THE LIBERTY HARBOR NORTH REDEVELOPMENT PROJECT, CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY. SCALE 1" = 40' DATED SEPT. 1985, REV. NOV. 1, 1988, MADE BY HIRTH WEIDENER ASSOCIATES, SIGNED BY DONALD E. WALBY P.L.S.
10. MAP OF PROPERTY OF THE CITY OF JERSEY CITY, BEING A PORTION OF THE LIBERTY HARBOR NORTH REDEVELOPMENT PROJECT, CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY. SCALE 1" = 40' DATED JULY, 1986 MADE BY HIRTH WEIDENER ASSOCIATES, SIGNED BY DONALD E. WALBY P.L.S.
11. MAP OF PROPERTY OF THE CITY OF JERSEY CITY, BEING A PORTION OF THE LIBERTY HARBOR NORTH REDEVELOPMENT PROJECT, CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY. SCALE 1" = 40' DATED SEPT. 1984, REV. JUNE 1986 MADE BY HIRTH WEIDENER ASSOCIATES, SIGNED BY DONALD E. WALBY P.L.S.
12. SURVEY OF LOTS 20 A, 25 F, UNNUMBERED LOT, 29, 29 C AND 41 E, BLOCK 60 TAX MAP OF CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY. SCALE 1" = 60' DATED AUG. 27, 1991, REV. JAN. 17, 1992 MADE BY JAMES R. MANALIO P.L.S., LIC. NO. 11375

BY CONTRACTUAL ARRANGEMENTS
CORNER MARKERS HAVE NOT BEEN SET.



**SURVEY OF LOTS 20A, 25F, 26, 29, 29C, 41E AND
UN-NUMBERED LOT, BLOCK 60
TAX MAP OF CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY**

BY CONTRACTUAL ARRANGEMENTS NO BUILDINGS, FENCES, DRIVEWAYS
PARKING LOTS ETC. HAVE NOT BEEN SHOWN.

Date
1/12/2001
Scale
1" = 100'
Drawn By
MICHAEL
STUPPIELLO



**Faraldi
Group, Inc.**
PROFESSIONAL LAND
SURVEYORS & PLANNERS
811 FIRST STREET
SECAUCUS, NJ 07094-3412
(201) 867-8044 FAX (201) 867-0984
E-MAIL: FaraldiGroup@aol.com
CERTIFICATE OF AUTHORIZATION NUMBER 0076232
JANUARY 12, 2001
MICHAEL STUPPIELLO
Professional Land Surveyor

EXHIBIT 3

April 12, 1961 Aerial Photo of Tidewater Basin and Environs



EXHIBIT 4

March 25, 1974 Aerial Photo of Tidewater Basin and Environs



EXHIBIT 5

November 1984 Hirth Weidener Survey of the Triangle Parcel

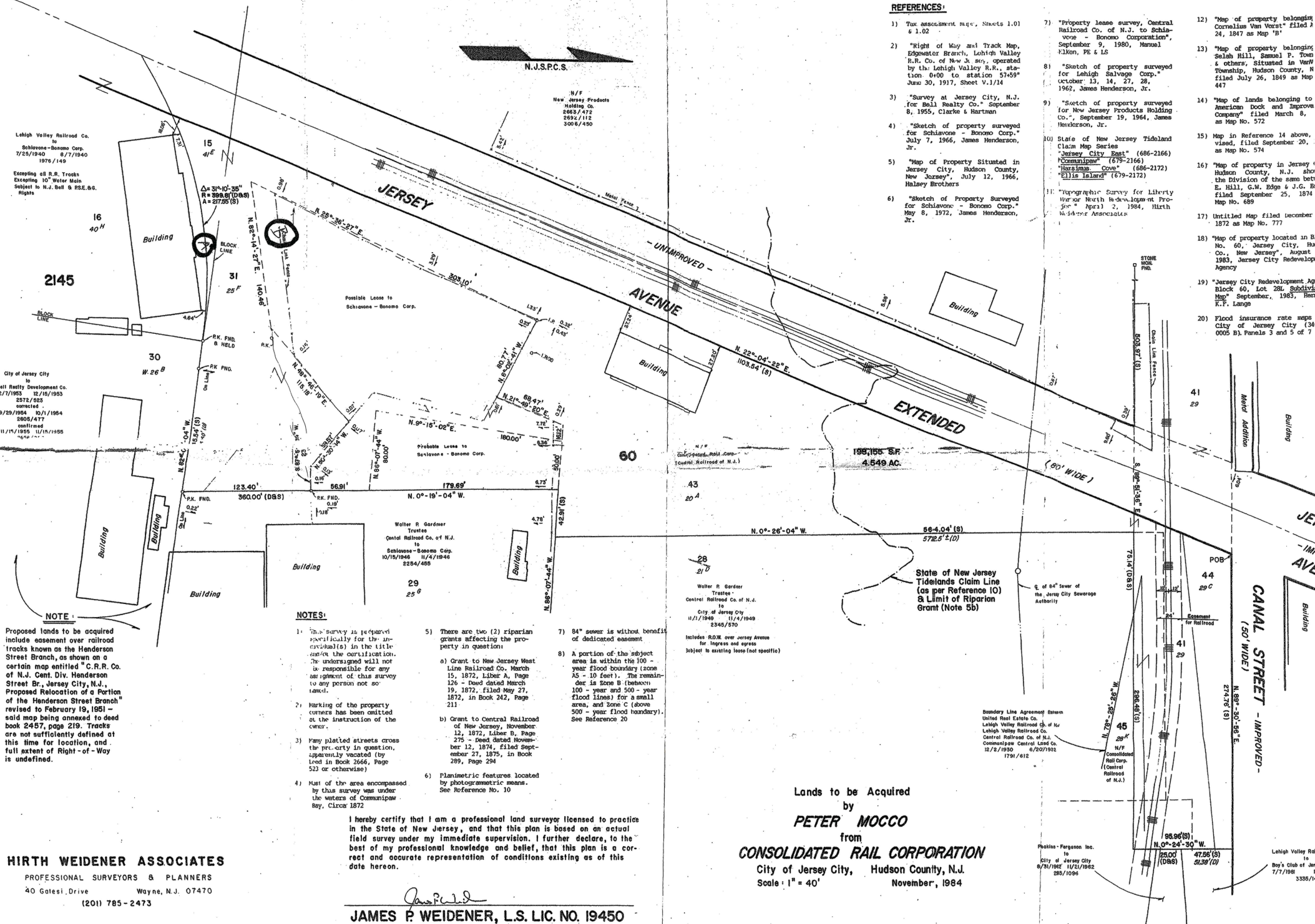
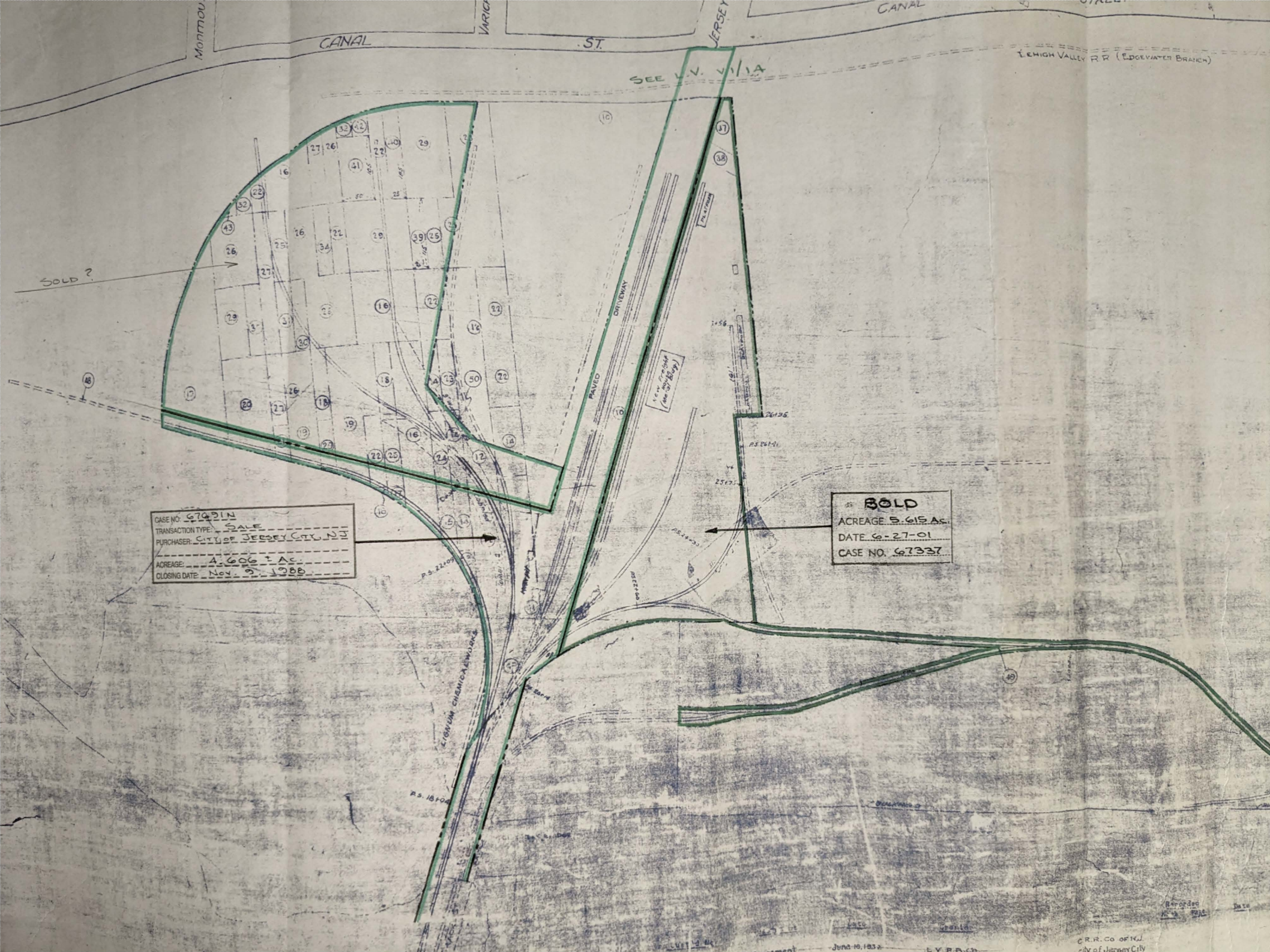


EXHIBIT 6

6A--Conrail Valuation Map, Jersey Avenue Branch, 1-a/2a (close-up);
6B--Conrail Valuation Map, Jersey Avenue Branch, 1-a/2a (full map)

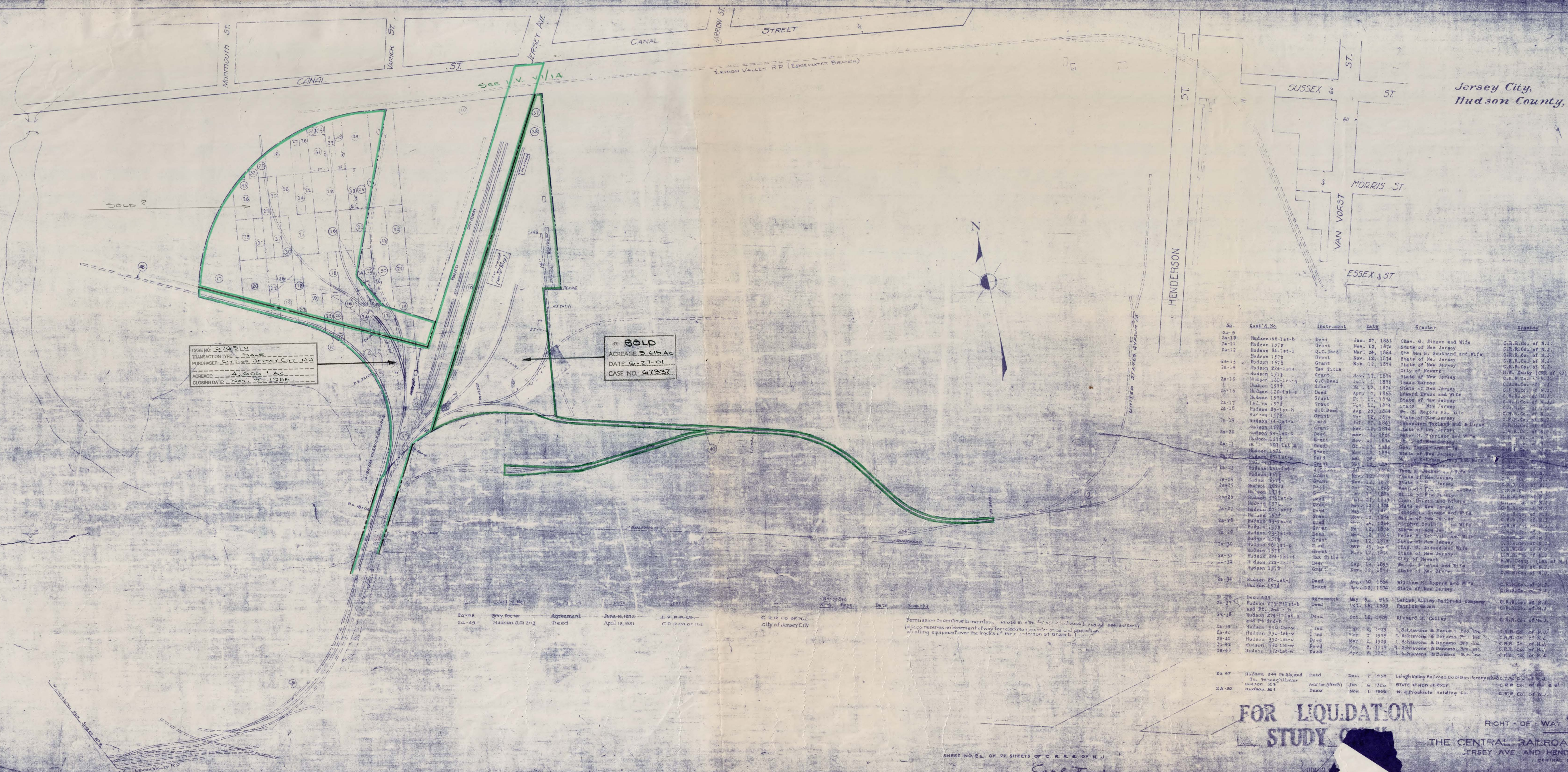
CASE NO. 67431N
 TRANSACTION TYPE: SALE
 PURCHASER: CITY OF JERSEY CITY, N.J.
 ACREAGE: 4.606 ± AC.
 CLOSING DATE: Nov. 3, 1988

AS BOLD
 ACREAGE 5.615 AC.
 DATE 6-27-01
 CASE NO. 67337



Recorded
 6-27-01

C.R. Co. of N.J.
 City of Jersey City



FOR LIQUIDATION
STUDY

RIGHT - OF - WAY AND TRACK MAP
THE CENTRAL RAILROAD @ OF NEW J.
JERSEY AVE. AND HENDERSON ST. BRANCHES
CENTRAL DIVISION

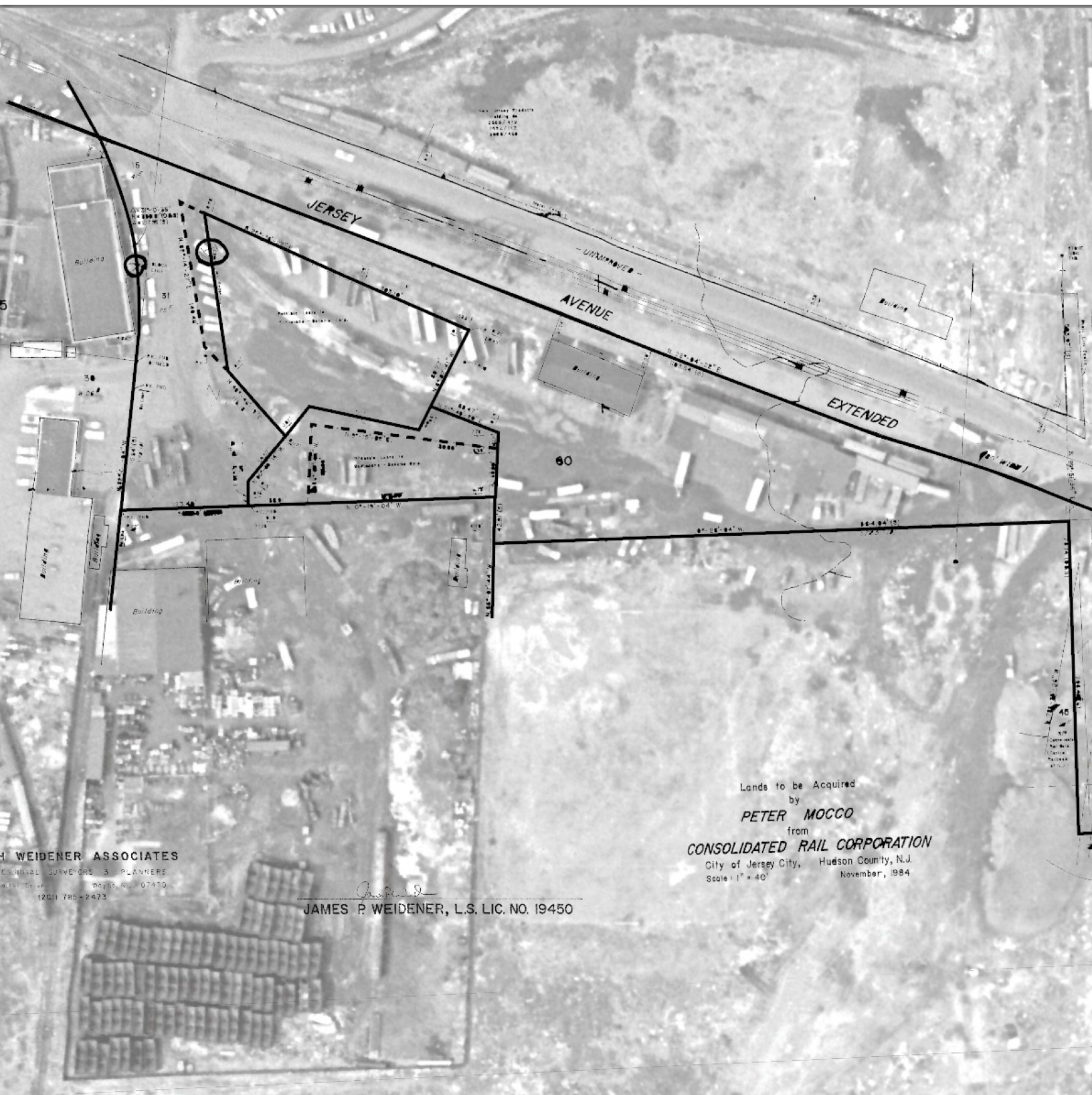
SHEET NO. 23 OF 77 SHEETS OF C. R. R. & OF H.

Carl Tomba
ENGINEER

SCALE IN = 100 FT. DATE 30 118
VALUATION DEPARTMENT

EXHIBIT 7

Overlay of Hirth Weidener Survey to 1961 Aerial



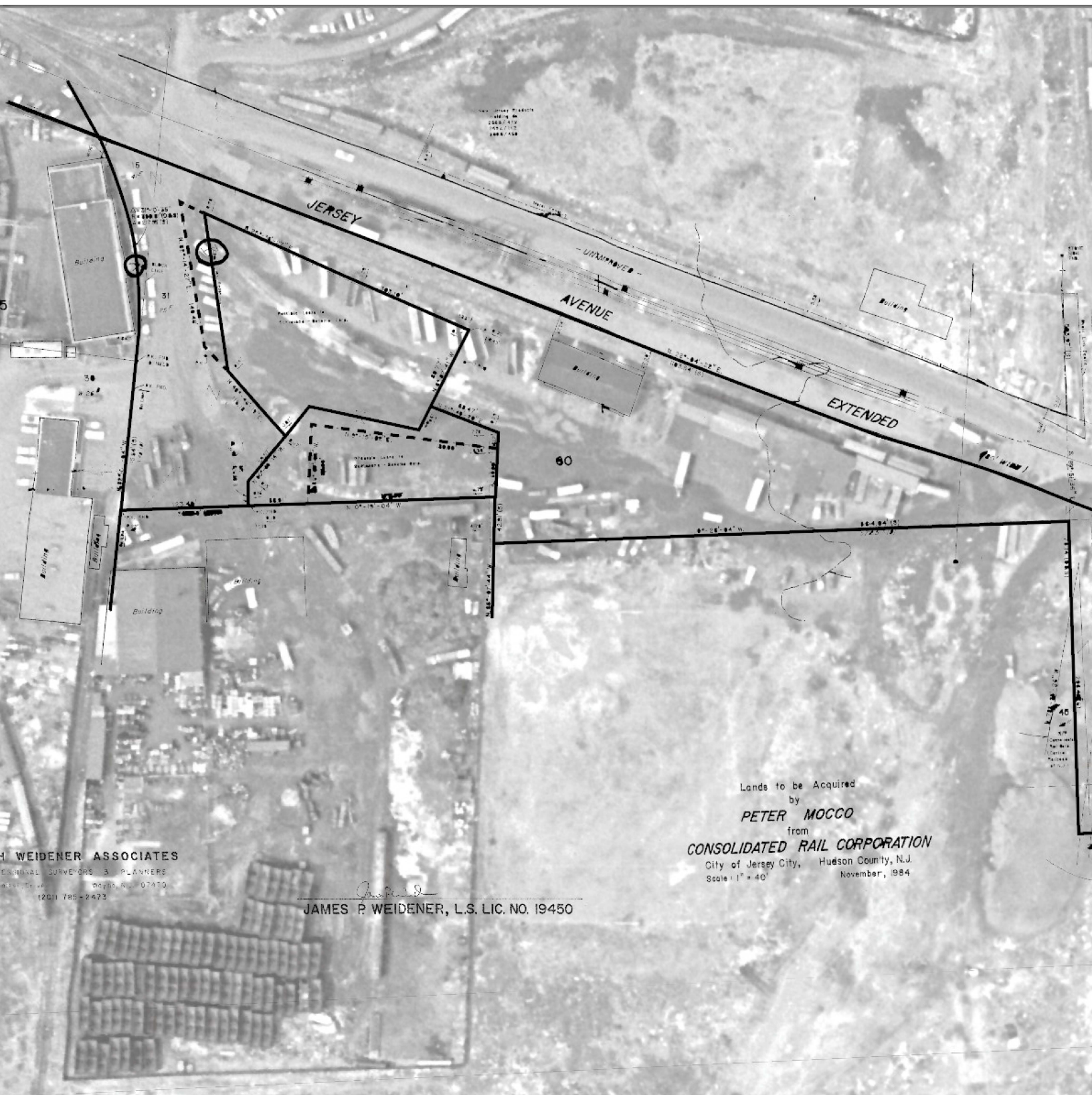
J. WEIDENER ASSOCIATES
SURVEYORS & PLANNERS
1001 Broadway
Weehawken, N.J. 07470
(201) 785-2473

James P. Weidener
JAMES P. WEIDENER, L.S. LIC. NO. 19450

Lands to be Acquired
by
PETER MOCCO
from
CONSOLIDATED RAIL CORPORATION
City of Jersey City, Hudson County, N.J.
Scale: 1" = 40' November, 1984

EXHIBIT 8

Overlay of Hirth Weidener Survey to 1974 Aerial



J. WEIDENER ASSOCIATES
SURVEYORS & PLANNERS
1001 Broadway
Weehawken, N.J. 07470
(201) 785-2473

James P. Weidener
JAMES P. WEIDENER, L.S. LIC. NO. 19450

Lands to be Acquired
by
PETER MOCCO
from
CONSOLIDATED RAIL CORPORATION
City of Jersey City, Hudson County, N.J.
Scale: 1" = 40'
November, 1984

EXHIBIT 9

Overlay of Valuation Map to 1961 Aerial



EXHIBIT 10

Overlay of Valuation Map to 1974 Aerial

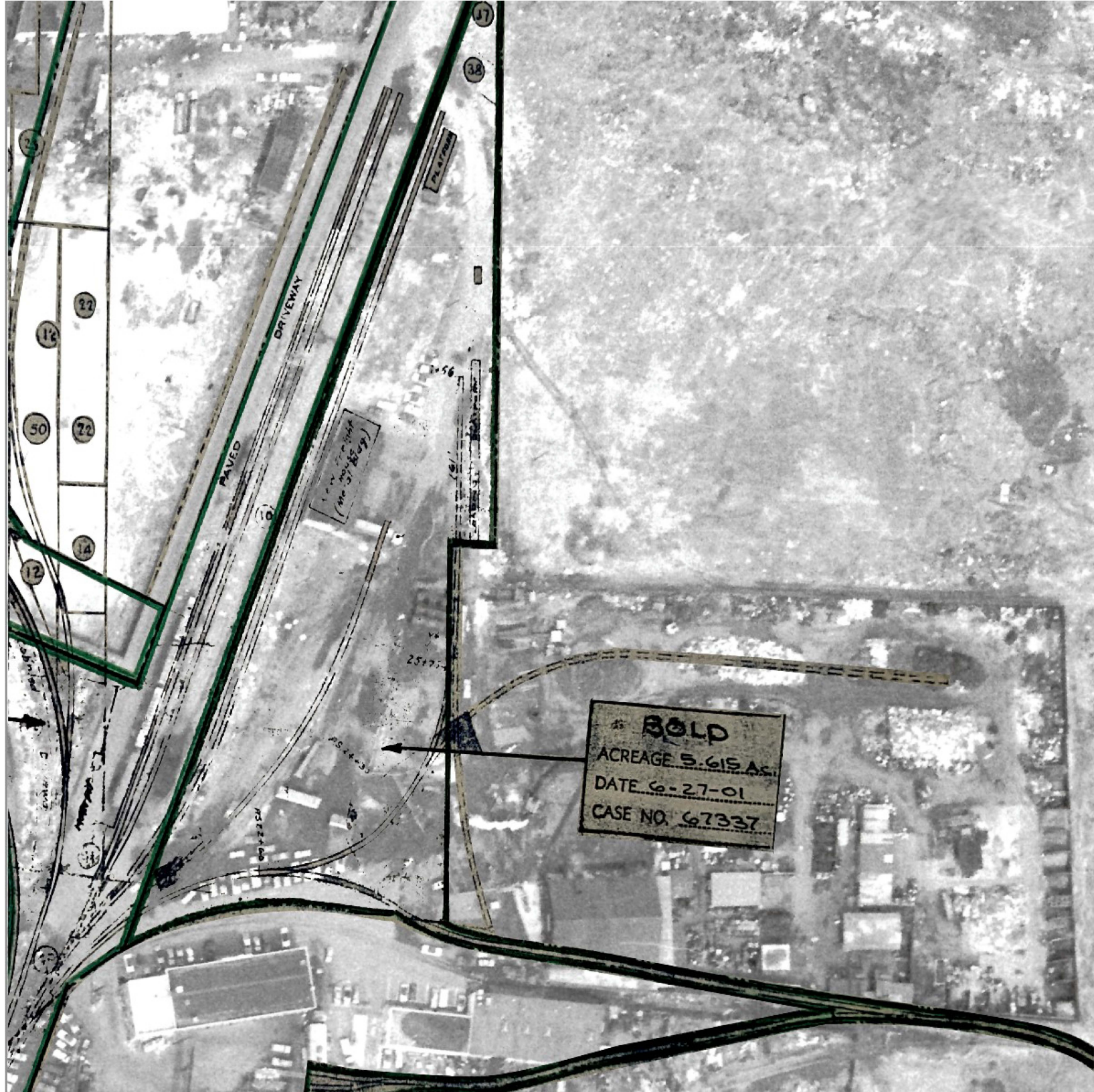
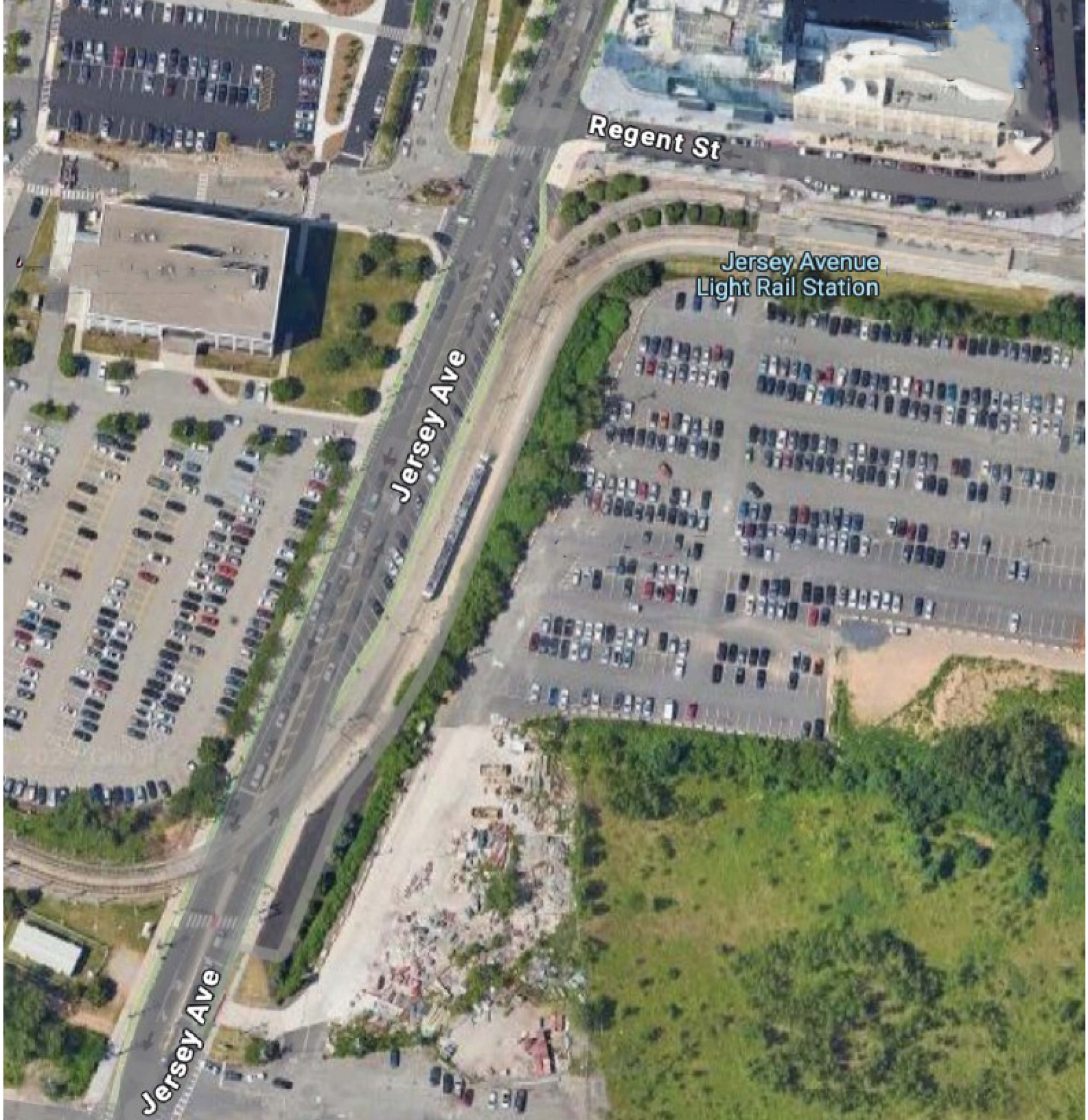


EXHIBIT 11

11A-- Contemporary Google Map; 11B--Comtemporary site photo
taken from 88 Regent Street building



Regent St

Jersey Avenue
Light Rail Station

Jersey Ave

Jersey Ave



EXHIBIT 12

Overlay of Hirth Weidener Survey to Google Map Aerial

River St

Built and Occupied

88 Regent St.
389 units
2022

50 Regent St.
200 units
2012

Jersey Avenue
Light Rail Station

Lands to be Acquired
by **PETER MOCCO**
from
CONSOLIDATED RAIL CORPORATION
City of Jersey City, Hudson County, N.J.
November, 1994
Scale 1" = 40'

Jersey Ave EXTENDED

Jersey Ave

WARREN
GEORGE, INC

HIRTH WEIDENER ASSOCIATES
PROFESSIONAL SURVEYORS & PLANNERS
40 Galest Drive
Weir, N.J. 07470
(201) 785-2473

James P. Weidener
JAMES P. WEIDENER, L.S. LIC. NO. 19450

EXHIBIT 13

November 27, 1981 Conrail Abandonment Application

FILED

Before The
Interstate Commerce Commission

NOV 30 1981

INTERSTATE
COMMERCE COMMISSION

Application of Consolidated Rail :
Corporation Pursuant to Sections :
308(a) and (b) of the Regional Rail :
Reorganization Act of 1973, As :
Amended by Section 1156 of the :
Northeast Rail Service Act of 1981, : Docket No. AB 167
for Approval of the Abandonment of : (Sub. No. 327N)
the Jersey Ave. Branch :
in Hudson County, State of :
New Jersey :

Charles E. Mechem
General Attorney
1138 Six Penn Center
Philadelphia, PA 19104
(215) 977-5017

NOV 27 1981

Before The
Interstate Commerce Commission

Application of Consolidated Rail :
Corporation Pursuant to Sections :
308(a) and (b) of the Regional Rail :
Reorganization Act of 1973, as :
Amended by Section 1156 of the :
Northeast Rail Service Act of 1981, : Docket No. AB 167
for Approval of the Abandonment of : (Sub No. 327N)
the Jersey Ave. Branch :
in Hudson County, State of :
New Jersey :

To the Interstate Commerce Commission, Washington D.C.:

1) The name of applicant is Consolidated Rail Corporation (Conrail). Correspondence relating to this application should be addressed to Charles E. Mechem, General Attorney, 1138 Six Penn Center, Philadelphia, Pennsylvania 19104.

2) Applicant is a common carrier by railroad subject to the former Interstate Commerce Act (now 49 USCA Subtitle IV) and to the Northeast Rail Service Act of 1981 (NERSA).

3) Conrail files this application pursuant to Sections 308(a) and (b) of the Regional Rail Reorganization Act of 1973 (RRR Act), as amended by Section 1156 of NERSA. A copy of said Section 1156 is attached hereto as Exhibit A.

4) By this application Conrail requests the Commission's approval of the abandonment of the line of rail described below:

Name Of Line: Jersey Ave. Branch

State in which located: State of New Jersey

County or Counties: Hudson County

Limits of proposed Communipaw Avenue End of Track
Abandonment: Milepost 0.0 Milepost 0.7

Length of line: 0.7 miles

The above-described line will hereafter be referred to as the Subject Line.

5) Attached as EXHIBIT B is a map showing the location of the Subject Line.

6) Attached hereto as Exhibit C is a summary, or condensed statement, based on the most recent studies available to Conrail, setting forth (a) "revenues attributable", (b) an estimate of avoidable costs for the Subject Line, and (c) an estimate of the subsidy that would be required to keep the line in operation. Exhibit C includes an estimate of the cost of the work that would be required to preserve the Subject Line in FRA Class 1 condition. Attached hereto as Exhibit D is an estimate of the value of the Subject Line, including the real estate value of the underlying right-of-way. Pursuant to Section 308(d) of the RRR Act the aforesaid revenue, cost, and subsidy information and valuation estimate will be furnished, on request, to any responsible person other than a recipient of this application who seriously desires to consider making an offer of financial assistance.

7) Within fifteen days after the filing of this application, persons desiring a more detailed statement setting forth the basis upon which the subsidy estimate was calculated, may request such information in writing. Such detailed statement will be furnished within fifteen days after receipt of the request.

8) Finally, if a financially qualified person seriously considering purchase of the subject line submits a request received by Conrail within 15 days after the date of filing of this application, Conrail, within 45 days after the request, will provide an appraisal of the real estate value of the line, together with any adjustments to the estimated subsidy that may be necessitated by the appraisal.

9) All requests for information specified in paragraphs 6, 7, and 8 should be made in writing to C. E. Mechem, Room 1138 Six Penn Center, Philadelphia, Pa. 19104. Copies of such requests should be sent to the Office of Proceedings, Room 4126, Interstate Commerce Commission, Washington, DC 20423.

10) Recipients of this application are advised that the staff of the Interstate Commerce Commission has notified Conrail that any person requesting information or assistance with respect to the abandonment provisions of the Northeast Rail Service Act may contact either the ICC Section of Finance (telephone 202-275-7245) or the Section of Rail Services Planning (telephone 202-275-0826).

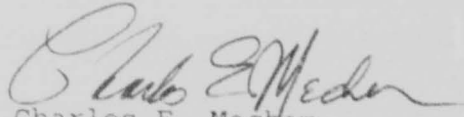
11) Conrail believes that the environmental and EPCA requirements of 49 C.F.R. Sections 1108.7(c) and 1106.5(c) are inapplicable to proceedings under Sections 308(a) and (b) of the RRR Act inasmuch as the Commission is neither permitted nor required to exercise any judgment or discretion in acting upon such applications* but rather is required to approve them except when subsidy offers meeting the requirements of 49 USCA Section 10905 have been tendered. In any event, the proposed abandonment is not expected to have any significant impact or effect on (a) transportation patterns, (b) local or regional land use plans, (c) coastal zone management areas, (d) wet lands, flood plains, or agricultural lands, (e) the development or transportation of energy resources, (f) the movement or recovery of recyclables, (g) energy consumption or distribution, (h) motor truck traffic on public highways, (i) wildlife, (j) National or state parks or forests, (k) historic structures, (l) water courses or water supply, (m) culturally significant locations, or (n) public safety.

Accordingly, applicant believes that approval of the proposed abandonment will not constitute a major Federal action having a significant effect on the quality of the human environment.

* See Commonwealth of Pennsylvania, et al v. Federal Maritime Commission, et al, 393 F.Supp. 795 (1975).

WHEREFORE, Applicant requests that the Commission,
within 90 days after the filing hereof, approve the abandonment
of the Subject Line identified in Paragraph 4 above.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Charles E. Mechem".

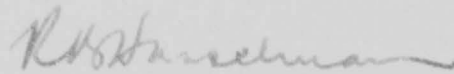
Charles E. Mechem
Counsel for
Consolidated Rail Corporation
1168 6 Penn Center Plaza
Philadelphia, PA 19104
(215) 977-5017

VERIFICATION

Commonwealth of Pennsylvania:

County of Philadelphia :

R. B. Hasselman makes oath and says that he is Senior Vice President, Operations of Consolidated Rail Corporation, the applicant herein; that he has been authorized by proper corporate action on the part of said applicant to verify and file with the Interstate Commerce Commission the foregoing application; that he has general knowledge of the facts and matters relied upon in such application; and that all representations set forth therein are true and correct to the best of his knowledge, information and belief.

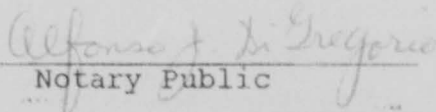


R. B. Hasselman

Sworn to and subscribed

Before me this 27th day

of November, 1981.


Notary Public

ALFONSO J. DIGREGORIO

Notary Public, Philadelphia, Philadelphia Co.

My Commission Expires September 24, 1984

ABANDONMENTS

Sec. 1156 (a) Title III of the Regional Rail Reorganization Act of 1973 is amended by adding at the end thereof the following new section:

"ABANDONMENTS

"Sec. 308. (a) GENERAL.—The Corporation may, in accordance with this section, file with the Commission an application for a certificate of abandonment for any line which is part of the system of the Corporation. Any such application shall be governed by this section and shall not, except as specifically provided in this section, be subject to the provisions of chapter 109 of title 49, United States Code.

"(b) APPLICATIONS FOR ABANDONMENT.—Any application for abandonment that is filed by the Corporation under this section before December 1, 1981, shall be granted by the Commission within 90 days after the date such application is filed unless, within such 90-day period, an offer of financial assistance is made in accordance with subsection (d) of this section with respect to the line to be abandoned.

"(c) NOTICE OF INSUFFICIENT REVENUES.—(1) The Corporation may, prior to November 1, 1983, file with the Commission a notice of insufficient revenues for any line which is part of the system of the Corporation.

"(2) At any time after the 90-day period beginning with the filing of a notice of insufficient revenues for a line, the Corporation may file an application for abandonment for such line. An application for abandonment that is filed by the Corporation under this subsection for a line for which a notice of insufficient revenues was filed under paragraph (1) shall be granted by the Commission within 90 days after the date such application is filed unless, within such 90-day period, an offer of financial assistance is made in accordance with subsection (d) of this section with respect to such line.

"(d) OFFERS OF FINANCIAL ASSISTANCE.—(1) The provisions of section 10905 (d)-(f) of title 49, United States Code (including the timing requirements of subsection (d) thereof), shall apply to any offer of financial assistance under subsection (b) or (c) of this section.

"(2) The Corporation shall provide any person that intends to make an offer of financial assistance under subsection (b) or (c) of this section with such information as the Commission may require.

"(e) LIQUIDATION.—(1) If any application for abandonment is granted under subsection (b) of this section, the Commission shall, as soon as practicable, appraise the net liquidation value of the line to be abandoned, and shall publish notice of such appraisal in the Federal Register.

"(2) Appraisals made under paragraph (1) shall not be appealable.

"(3)(A) If, within 120 days after the date on which an appraisal is published in the Federal Register under paragraph (1), the Corporation receives a bona fide offer for the sale, for 75 percent of the amount at which the liquidation value of such line was appraised by the Commission, of the line to be abandoned, the Corporation shall sell such line and the Commission shall, unless the parties otherwise agree, establish an equitable division of joint rates for through routes over such lines.

"(B) If the Corporation receives no bona fide offer under subparagraph (A), within such 120-day period, the Corporation may abandon or dispose of the line as it chooses, except that the Corporation may not dismantle bridges, or other structures (not including rail, signals, and other rail facilities) for 120 days thereafter. The Secretary may require that bridges or other structures (not including rail, signals, and other rail facilities), not be dismantled for an additional 8 months if he assumes all liability of any sort related to such property.

"(4) If the purchaser under paragraph (3)(A) of this subsection of any line of the Corporation abandons such line within five years after such purchase, the proceeds of any track liquidations shall be paid into the general fund of the Treasury of the United States.

"(f) EMPLOYEE PROTECTION.—The provisions of section 10903(b)(2) of title 49, United States Code, shall not apply to any abandonment granted under this section. Any employee who was protected by the compensatory provisions of title V of this Act immediately prior to the effective date of the Northeast Rail Service Act of 1981, who is deprived of employment by such an abandonment shall be eligible for employee protection under section 701 of this Act."

"(b) The table of contents of the Regional Rail Reorganization Act of 1973, as amended by this subtitle, is further amended by inserting immediately after the item relating to section 307 the following new item:

"Sec. 308. Abandonments."

(d) If, within 15 days after the publication required in subsection (c) of this section, the Commission finds that—

(1) a financially responsible person (including a government authority) has offered financial assistance to enable the rail transportation to be continued over that part of the railroad line to be abandoned or over which all rail transportation is to be discontinued, and

(2) it is likely that the assistance would be equal to—

(A) the difference between the revenues attributable to that part of the railroad line and the avoidable cost of providing rail freight transportation on the line, plus a reasonable return on the value of the line; or

(B) the acquisition cost of that part of the railroad line; the Commission shall postpone the issuance of a certificate authorizing abandonment or discontinuance in accordance with subsections (e) and (f) of this section.

(e) If the carrier and a person offering financial assistance enter into an agreement which will provide continued rail service, the Commission shall postpone the issuance of the certificate for so long as the agreement, or an extension or modification of the agreement, is in effect. If the carrier and a person offering to purchase a line enter into an agreement which will provide continued rail service, the Commission shall approve the transaction and dismiss the application for abandonment or discontinuance. If the carrier and a financially responsible person (including a government authority) fail to agree on the amount or terms of the subsidy or purchase, either party may, within 30 days after the offer is made,

request that the Commission establish the conditions and amount of compensation. If no agreement is reached within 30 days after the offer is made and neither party requests that the Commission establish the conditions and amount of compensation during that same period, the Commission shall immediately issue a certificate authorizing the abandonment or discontinuance.

(f) Whenever the Commission is requested to establish the conditions and amount of compensation under this section—

(A) the Commission shall render its decision within 60 days;

(B) where subsidy has been offered, the Commission shall determine the amount and terms of subsidy based on the avoidable cost of providing continued rail transportation, plus a reasonable return on the value of the line; and

(C) where an offer of purchase has been made in order to continue rail service on the line, the Commission shall determine the price and other terms of sale. In no case shall the Commission set a price which is below the fair market value of the line (including, unless otherwise mutually agreed, all facilities on the line or portion necessary to provide effective transportation services).

(2) The decision of the Commission shall be binding on both parties, except that the person who has offered to subsidize or purchase the line may withdraw his offer within 10 days of the Commission's decision. In such a case, the Commission shall immediately issue a certificate authorizing the abandonment or discontinuance, unless other offers are being considered pursuant to paragraph (3) of this subsection.

(3) If a carrier receives more than one offer to purchase or subsidize, it shall select the offeror with whom it wishes to transact business, and complete the sale or subsidy agreement, or request that the Commission establish the conditions and amount of compensation prior to the 40th day after the date on which notice was published under subsection (c) of this section. If no agreement on subsidy or sale is reached within the 40-day period and the Commission has not been requested to establish the conditions and amount of compensation, any other offeror may request that the Commission establish the conditions and amount of compensation. If the Commission has established the conditions and amount of compensation and the original offer has been withdrawn, any other offeror may accept the Commission's decision within 20 days of such decision, and the Commission shall require the carrier to enter into a sale or subsidy agreement with such offeror, if such sale or agreement incorporates the Commission's decision.

(4) No purchaser of a line or portion of line sold under this section may transfer or discontinue service on such line prior to the end of the second year after consummation of the sale, nor may such purchaser transfer such line, except to the carrier from whom it was purchased, prior to the end of the fifth year after consummation of the sale.

(5) Any subsidy provided under this section may be discontinued on notice of 60 days. Unless, within such 60-day period, another financially responsible party enters into a subsidy agreement at least as beneficial to the carrier as that which was or was to be discontinued, the Commission shall, at the carrier's request, immediately issue a certificate authorizing the abandonment or discontinuance of service on the line.

AREA MAP

CONSOLIDATED RAIL CORPORATION

JERSEY AVENUE INDUSTRIAL TRACK

Communipaw Avenue, MP 0.0 to End of Track, MP 0.7



REVENUE AND COST DATA¹

CONSOLIDATED RAIL CORPORATION

JERSEY AVENUE INDUSTRIAL TRACK

Communipaw Avenue, MP 0.0 to End of Track, MP 0.7

LINE NO.		BASE YEAR 1/1/80 - 12/31/80	ESTIMATED SUBSIDY 1/1/80 - 12/31/80
1.	Freight revenue originated/terminated on branch	\$ 40,933	\$ 40,933
2.	All other revenue and income	0	0
3.	Total revenues attributable	40,933	40,933
	Avoidable Costs-On-Branch		
4. a.	Maintenance of way and structures	7,248	7,248
b.	Maintenance of equipment	4,410	4,410
c.	Transportation	9,352	9,352
d.	General administration	-	-
e.	Freight car costs	1,210	1,210
f.	Revenue taxes ²	-	-
g.	Property taxes ³	0	0
	Total on-branch costs	22,220	22,220
5.	Off-branch costs	19,744	19,744
6.	Total avoidable costs	41,964	41,964
	Subsidization Costs		
7.	Rehabilitation		64,173
8.	Administrative costs		409
9.	Casualty reserve account		407
10.	Total subsidization costs		64,989
	Return on Valuation		
11. a.	Working capital		862
b.	Net liquidation value ⁴		170,060
	Total valuation of property		170,922
12.	Rate of return		12.1%
13.	Total return on value		20,682
14. a.	Avoidable loss from operations	1,031	
b.	Opportunity costs	20,806	
c.	Total avoidable loss	\$ 21,837	
15.	Estimated subsidy		\$ 86,702

REVENUE AND COST DATA

CONSOLIDATED RAIL CORPORATION

JERSEY AVENUE INDUSTRIAL TRACK

Communipaw Avenue, MP 0.0 to End of Track, MP 0.7

Notes to revenue and cost data:

- 1/ Calculated using the cost methodologies and standards prescribed by 49 CFR Part 1121, as modified by the Commission in Finance Docket 29623, expressed in 1980 dollars.
- 2/ Conrail has elected not to show revenue taxes paid in 1980 in order to properly reflect the exemption from such state taxes provided to the Corporation by Section 217(c) of the Regional Rail Reorganization Act of 1973, as amended by the Northeast Rail Service Act of 1981.
- 3/ Conrail has elected not to show property taxes levied by States and paid in 1980 in order to properly reflect the exemption from such state taxes provided to the Corporation by Section 217(c) of the Regional Rail Reorganization Act of 1973, as amended by the Northeast Rail Service Act of 1981. Property taxes shown are only those imposed by political sub-divisions of States, and which are not subject to the exemption.
- 4/ See Exhibit D of this application for an explanation of the basis for establishing the net liquidation value.

PROJECTED SUBSIDY ESTIMATE
CONSOLIDATED RAIL CORPORATION

JERSEY AVENUE INDUSTRIAL TRACK

Communipaw Avenue, MP 0.0 to End of Track, MP 0.7

LINE NO.		ESTIMATED SUBSIDY 1/1/82 - 12/31/82
1.	Freight revenue originated/terminated on branch	\$ 50,839
2.	All other revenue and income	0
3.	Total revenues attributable	50,839
	Avoidable Costs	
4. a.	Maintenance of way and structures	8,089
b.	Maintenance of equipment	4,921
c.	Transportation	10,437
d.	General administration	-
e.	Freight car costs	1,408
f.	Revenue taxes	-
g.	Property taxes	0
	Total on-branch costs	24,856
5.	Off-branch costs	22,034
6.	Total avoidable costs	46,890
	Subsidization Costs	
7.	Rehabilitation	74,697
8.	Administrative costs	508
9.	Casualty reserve account	454
10.	Total subsidization costs	75,659
	Return on Valuation	
11. a.	Working capital	970
b.	Net liquidation value	189,787
	Total valuation of property	190,757
12.	Rate of return	12.1%
13.	Total return on value	23,082
	Projected subsidy estimate	\$ 94,792

PROJECTED SUBSIDY ESTIMATE
CONSOLIDATED RAIL CORPORATION

JERSEY AVENUE INDUSTRIAL TRACK

Communipaw Avenue, MP 0.0 to End of Track, MP 0.7

Notes to projected subsidy estimate:

Subsidy Estimate Methodology

The projected subsidy estimate for 1982 is calculated by indexing the 1980 subsidy estimate from Exhibit C, page 1, forward to 1982 dollars, assuming that 1982 traffic volume, service frequency, and operating patterns are identical to those of 1980. The indexing factors used are a composite of: (1) factors representing the revenue and cost inflation and/or increase experienced by Conrail since 1980; and (2) factors which Conrail is using in developing its 1982 Budget which represent the anticipated continuation of revenue and cost inflation and/or increase that flows from labor agreements, increases in material prices and planned or projected rate increases.

Subsidy Provisions

The projected subsidy estimate for 1982 provided in this Exhibit is precisely that--an estimate. In fact, subsidizers are required to provide financial assistance on the basis of actual revenues, avoidable costs and turn on value as prescribed by 49 CFR, Part 1121. Actual subsidy payments could therefore be higher or lower than the estimate, depending on actual traffic volumes, costs and revenues experienced during the subsidy period.

The volume of traffic actually experienced during the subsidy period is thus a determinant of the subsidy payment. By assuming a 1982 traffic volume equal to that of 1980, Conrail is implicitly assuming an appropriate shipper cooperation with the subsidizer in maintaining traffic volume as a means of minimizing the subsidy payments. However, the general trend of traffic on lines proposed for abandonment is downward and potential subsidizers should expect actual payments to be in excess of the subsidy estimate where shipper commitments to maintain 1980 volume levels are not forthcoming.

**PRELIMINARY ESTIMATE OF
NET LIQUIDATION VALUE***

CONSOLIDATED RAIL CORPORATION

JERSEY AVENUE INDUSTRIAL TRACK
Communipaw Avenue, MP 0.0 to End of Track, MP 0.7

1.	Gross track salvage	\$ 30,586
2.	Takeup costs:	
a.	Common track	15,518
b.	Turn outs	1,866
c.	Road crossing restoration	1,142
3.	Total takeup costs	18,526
4.	Net track salvage	12,060
	(line 1 less line 3)	
5.	Gross salvage - communications and signals	---
6.	Cost to remove	---
7.	Net communications and signal salvage	---
	(line 5 less line 6)	
8.	Net bridge and building salvage	---
9.	Total net salvage value	12,060
	(sum of lines 4, 7 and 8)	
10.	Estimated value of underlying real estate	158,000
11.	Estimated Net Liquidation Value	\$ 170,060
	(line 9 plus line 10)	

*Inventory of salvageable materials developed by on-site inspection and valued using recent fair market prices for like materials. Real estate estimates are appraisals performed under the direction of the United States Railway Association for use in valuing the Conrail properties as of April 1, 1976, adjusted forward to reflect subsequent changes in real estate values. Conrail will provide a current appraisal of the value of the real estate underlying the subject line to any financially-responsible party expressing an interest in subsidizing or purchasing said line within 45 days of receiving a request for a current appraisal.

EXHIBIT 14

February 25, 1982 I.C.C. Abandonment Approval Order

RB2

INTERSTATE COMMERCE COMMISSION

CERTIFICATE AND DECISION

Docket No. AB-167 (Sub-No. 327N)

CONRAIL ABANDONMENT BETWEEN COMMUNIPAW AVENUE, NJ,
AND END OF TRACK

RJT
SERVICE DATE

MAR 11 1982

RECEIVED

MAR 10 1982

Decided: February 25, 1982

On November 30, 1981, Consolidated Rail Corporation (Conrail) filed an application pursuant to section 308 of the Regional Rail Reorganization Act of 1973^{1/} to abandon 0.7 miles of its rail line between Communipaw Avenue (milepost 0.0) and End of Track (milepost 0.7) in Hudson County, NJ.

Under section 308(b) the Commission must grant any application for abandonment filed by Conrail before December 1, 1981, within 90 days after the date such application is filed unless an offer of financial assistance is made pursuant to section 308(d) during that 90-day period. Because no offer of financial assistance has been received, the application is granted.

Congress has directed the Commission to appraise the net liquidation value of each Conrail line being abandoned. Under Section 308(e) any interested party would be able to purchase such a line at 75 percent of the value set by the Commission.

With its application Conrail submitted a statement that its estimate of the line's net liquidation value is \$170,060.

The Commission intends to adopt this estimate unless, within 15 days from date of service of this order, an interested party requests that the Commission independently appraise the line. If such a request is made, the Commission will, as soon as practicable, set a value for the line based on any information available. That determination will be published in the Federal Register and is not appealable. If no request is made the Commission will publish Conrail's estimate in the Federal Register.

If any interested parties have pertinent data on the net liquidation value of this line, they should submit it to the Commission's Section of Finance, Room 5414, 12th and Constitution Ave., NW., Washington, DC 20423.

RECEIVED

MAR 19 1982

^{1/} This section was added by the Northeast Rail Service Act of 1981. Pub. L. 97-35.

RECEIVED
CONRAIL
NATIONAL RAIL
ADMIN. A. 1 02/13

Docket No. AB-167 (Sub-No. 327N)

It is certified: Conrail 1; authorized to abandon the line described above.

It is ordered:

The certificate and decision are effective upon service.

By the Commission, Review Board Number 2, Members Carleton, Fisher and Williams.

(SEAL)

Agatha L. Mergenovich
Secretary

EXHIBIT 15

September 26, 1921, State of New Jersey, Department of the Treasury, Division of Taxation, Public Utility Tax Bureau, True Value of Real Estate Other Than Main Stem for the Year 1922

SECOND CLASS PROPERTY

Sheet No. 11

SEP 28 1921

19

State of New Jersey,

State Board of Taxes and Assessment.

CENTRAL

RAILROAD CO.

OF NEW JERSEY

ing District of

JERSEY CITY (CONT'D)

, County of

HUDSON

VALUATION AND ASSESSMENT OF REAL ESTATE OTHER THAN MAIN STEM FOR THE YEAR 19 1922

DESCRIPTION OF PROPERTY.

PRESENT VALUE.

AMOUNT.

TOTAL.

VALUE NEW.

HENDERSON STREET BRANCH

Sidings outside main stem (in ballast)

2,102 feet

JERSEY AVENUE BRANCH

Land outside main stem, following parcels in Block #2145 (or #60) Lots 25-A and 25-B

3,984 Ac.

Sidings outside main stem (in ballast)

3,790 feet

Transfer crane, capacity 25 tons

Hand crane, capacity 10 tons

Ice platform

Plank highway crossing

Automobile platform

Shanty at coal pockets

Brakemen shanty

Freight house, 151' x 40'

PHILLIPS STREET BRANCH

Sidings outside main stem (in ballast)

81,264 ft.

Gravelation, caboose tracks

Total for Phillips Street Branch . .

SECOND CLASS PROPERTY

Sheet No. 11

SEP 28 1921

19

State of New Jersey,

State Board of Taxes and Assessment.

CENTRAL

RAILROAD CO.

OF NEW JERSEY

ing District of

JERSEY CITY (CONT'D)

, County of

HADESON

VALUATION AND ASSESSMENT OF REAL ESTATE OTHER THAN MAIN STEM FOR THE YEAR 19 1922

DESCRIPTION OF PROPERTY.

PRESENT VALUE

AMOUNT.

TOTAL.

VALUE NEW.

JERSEY AVENUE BRANCH

Land outside main stem, following parcels in block #2145 (or #60) Lots 25-A and 25-B

3.986 Ac.

Sidings outside main stem (in ballast)

3,700 feet

Transfer crane, capacity 25 tons

Hand crane, capacity 10 tons

Ice platform

Plank highway crossing

Automobile platform

Shanty at coal pockets

Brakeman's shanty

Freight house, 151' x 40'

EXHIBIT 16

December 13, 1983, State of New Jersey, Department of the Treasury, Division of Taxation, Public Utility Tax Bureau, True Value of Real Estate Other Than Main Stem for the Year 1984

TRUE VALUE OF REAL ESTATE OTHER THAN MAIN STEM
FOR THE YEAR 1984

CONRAIL
CENTRAL RAILROAD

JERSEY AVENUE BRANCH

TAXING DISTRICT OF JERSEY CITY (06)

COUNTY OF HUDSON (09)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PUBLIC UTILITY TAX BUREAU
TRENTON, NEW JERSEY

SHEET No. 28
NOV 9 1983
DEC 13 1983

DESCRIPTION OF PROPERTY			CLASS II	CLASS III	STATE AID
L	East of main stem, Block 60, Lot 25F	3.153 Ac.	\$		
L	South of Henderson St. Branch	0.267 Ac.			
L	West of main stem, north of Mill Creek	0.021 Ac.			
	Sidings in ballast	2,020 ft.			
P&F	Freight house, Jersey Ave., steel, 40'x100'				
Total for Branch.....			\$		

Do Not Type For 1985
Line Out

*NOT INC FOR S &

*S & C L E - C - T

TRUE VALUE OF REAL ESTATE OTHER THAN MAIN STEM FOR THE YEAR 1984

CONRAIL
CENTRAL RAILROAD

JERSEY AVENUE BRANCH

TAXING DISTRICT OF JERSEY CITY (06)

COUNTY OF HUDSON (09)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PUBLIC UTILITY TAX BUREAU
TRENTON, NEW JERSEY

SHEET No 38
NOV 9 1983
DEC 13 1983

DESCRIPTION OF PROPERTY

CLASS II CLASS III STATE AID

L	East of main stem, Block 60, Lot 25F	3.153 Ac.
L	South of Henderson St. Branch	0.267 Ac.
L	West of main stem, north of Mill Creek	0.021 Ac.
	Sidings in ballast	2,020 ft.
P&F	Freight house, Jersey Ave., steel, 40'x100'	

Total for Branch.....

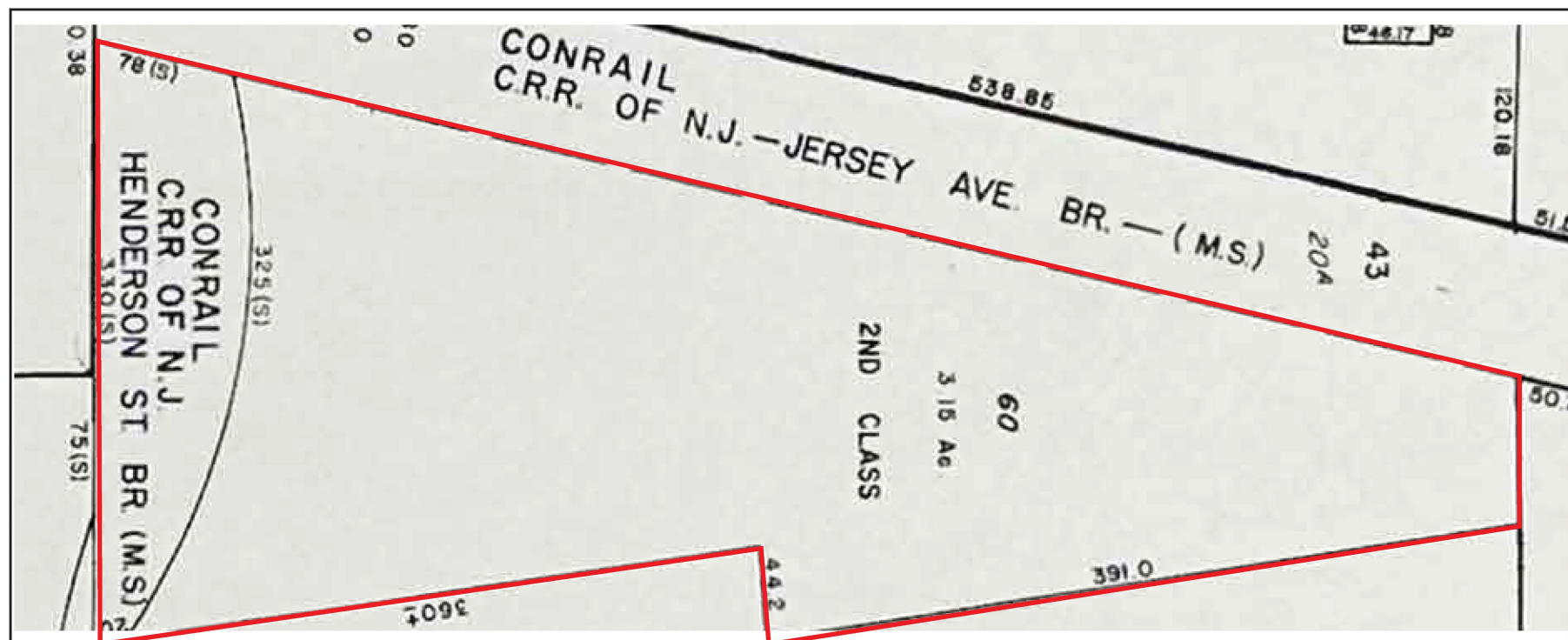


EXHIBIT 17

1963 Appraisal (and map) of Triangle Parcel by William C. Stewart, Appraisal Consultant

C. R. R. of N. J.
Jersey Avenue Branch

Block 60

Plot 25E etc.

Area 3.574 ac.

Land outside main stem, southeast of Jersey Avenue
extended, northeast of main stem C. R. R. of N. J.
Henderson St. Br., and northwest of plot 21C Block 60.

Is generally triangular in shape fronting about 890 ft.
on southeasterly line of Jersey Ave. about 310 ft. along its
base following around the main stem Henderson St. Branch and
about 950 ft. on its easterly line. The apex is just south
of Canal St. and adjoins old Morris Canal right of way now
L. V. R. R.

Is filled and generally on grade with Jersey Ave. ex-
tended and is used as a terminal yard, with a freight house,
tracks, and stone block pavement.

0.412 ac. conveyed with other land to Schiavone-
Bonomo in 1948

Assessed 1963 : 3.574 ac.
Appraised 1963 : 3.574 ac.

See Maps 1 and 24

3.153 19

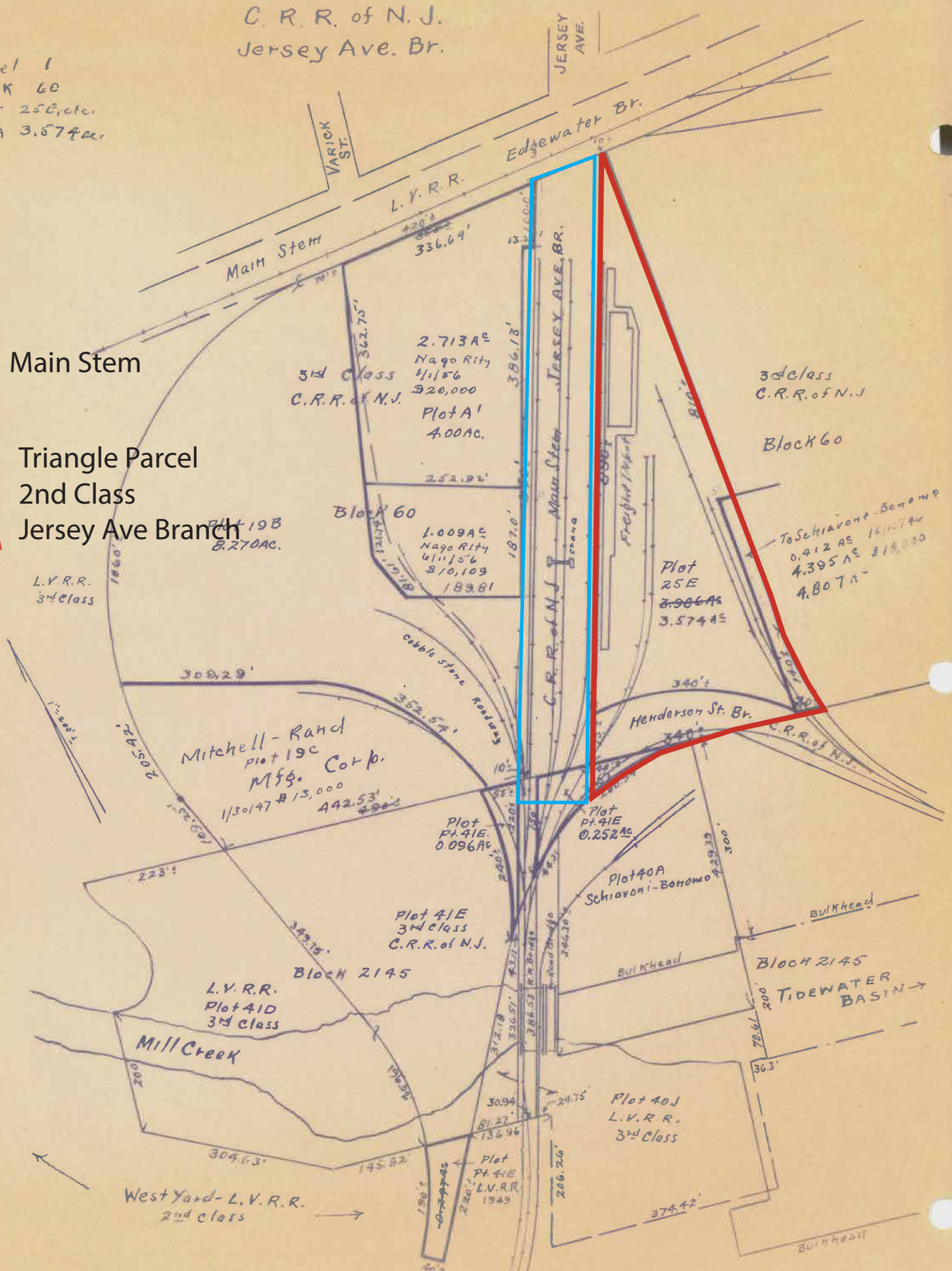


C. R. R. of N. J.
Jersey Ave. Br.

Parcel 1
BLOCK 60
PLOT 25E, etc.
AREA 3.574 ac.

Main Stem

Triangle Parcel
2nd Class
Jersey Ave Branch



WILLIAM C. STEWART
APPRAISAL CONSULTANT

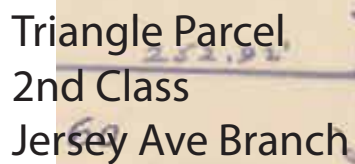
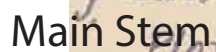


EXHIBIT 18

1912 --- State Board of Assessors, Hudson County, Jersey City,
"C.R.R. of N.J. Jersey Ave. Branch/Henderson St. Branch"

[illegible]

C.R.R. & N.J.

(Formerly Main Stem)
Henderson St. (Br

Tide Water Basin

Hudson Co.
Jersey City

State Board of Accountancy	
Created	1862
Consolidated in	1906

(Superseded)
1936

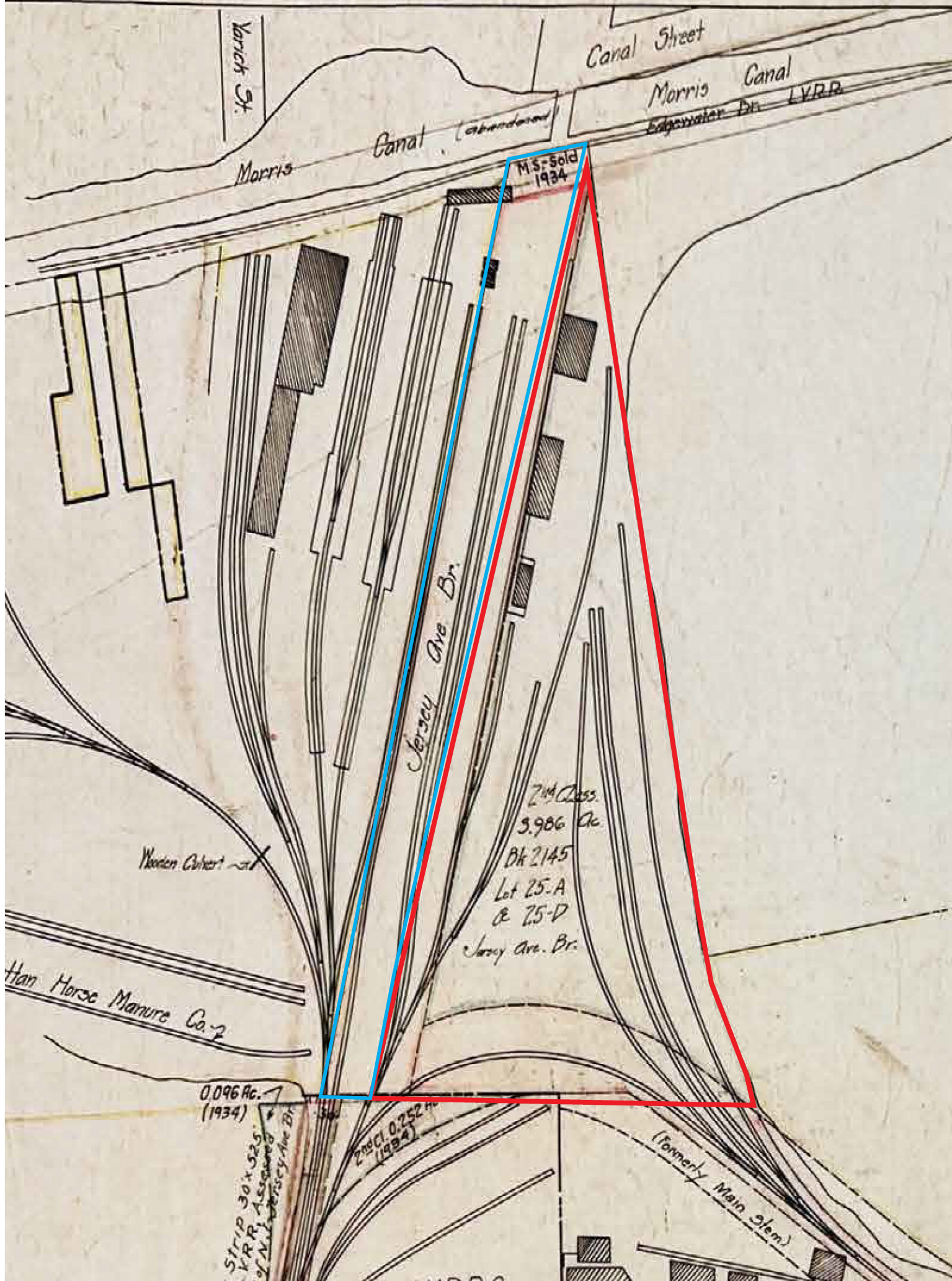
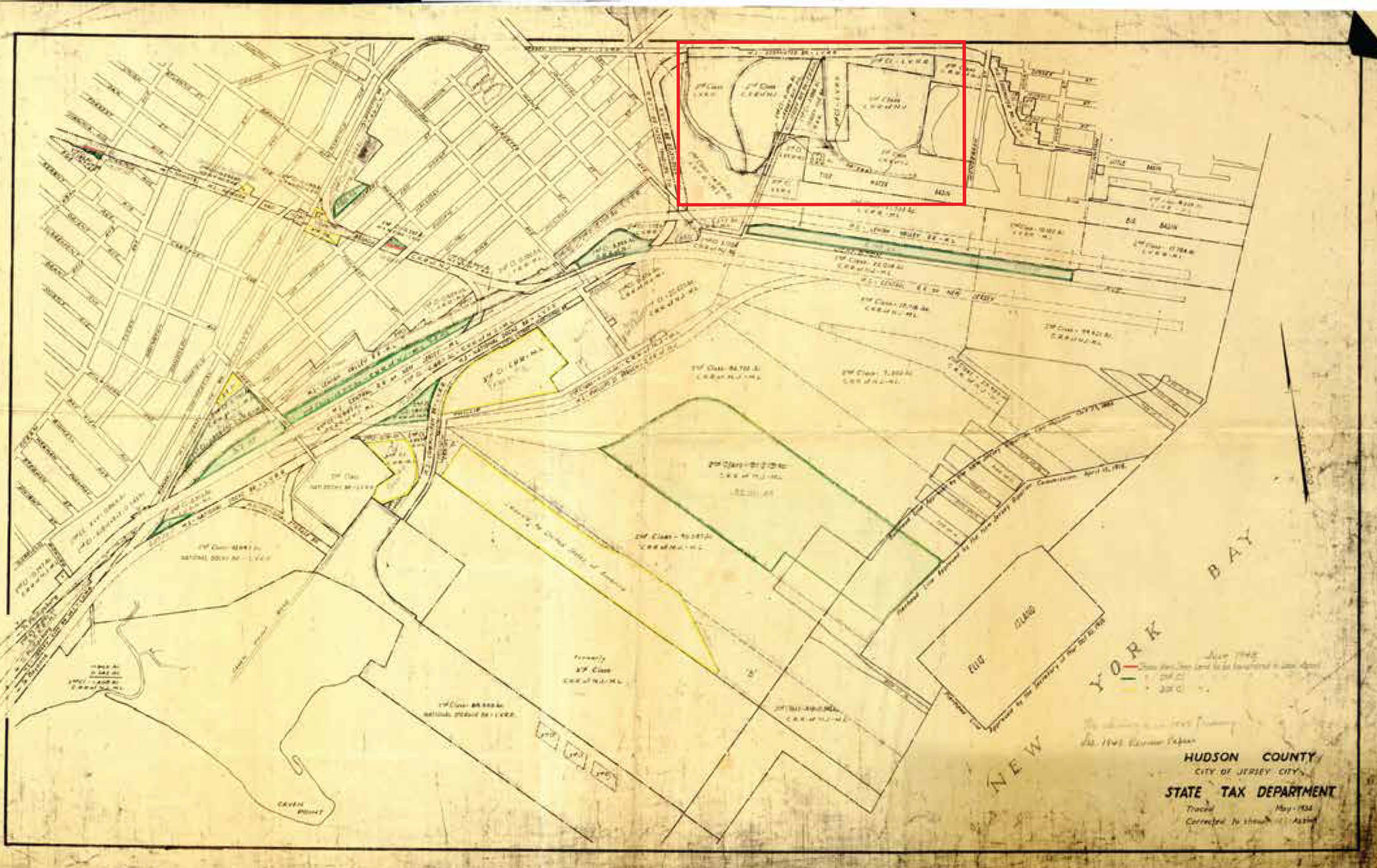


EXHIBIT 19

May 1934 -- State Tax Department, Hudson County, City of
Jersey City



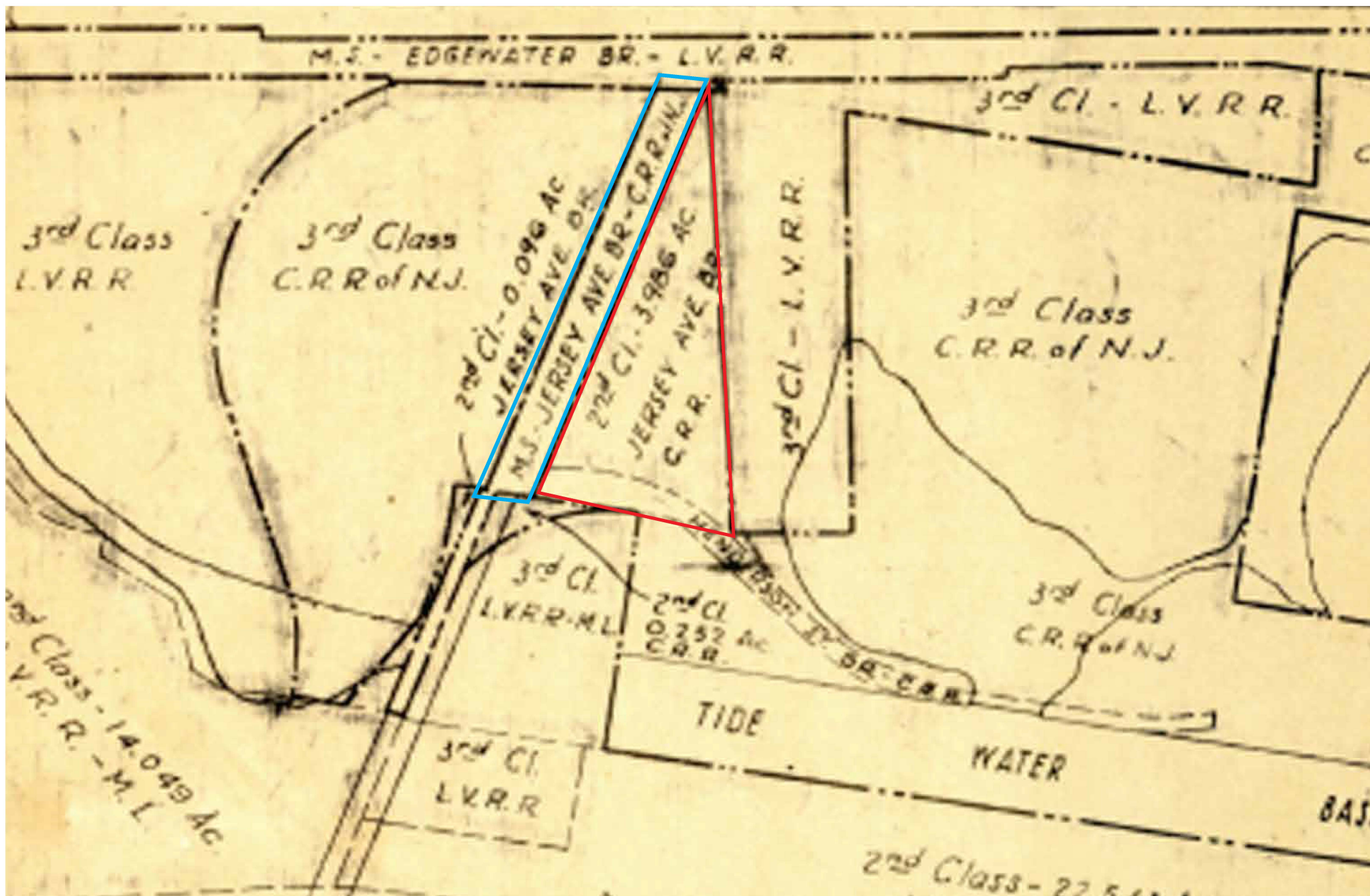
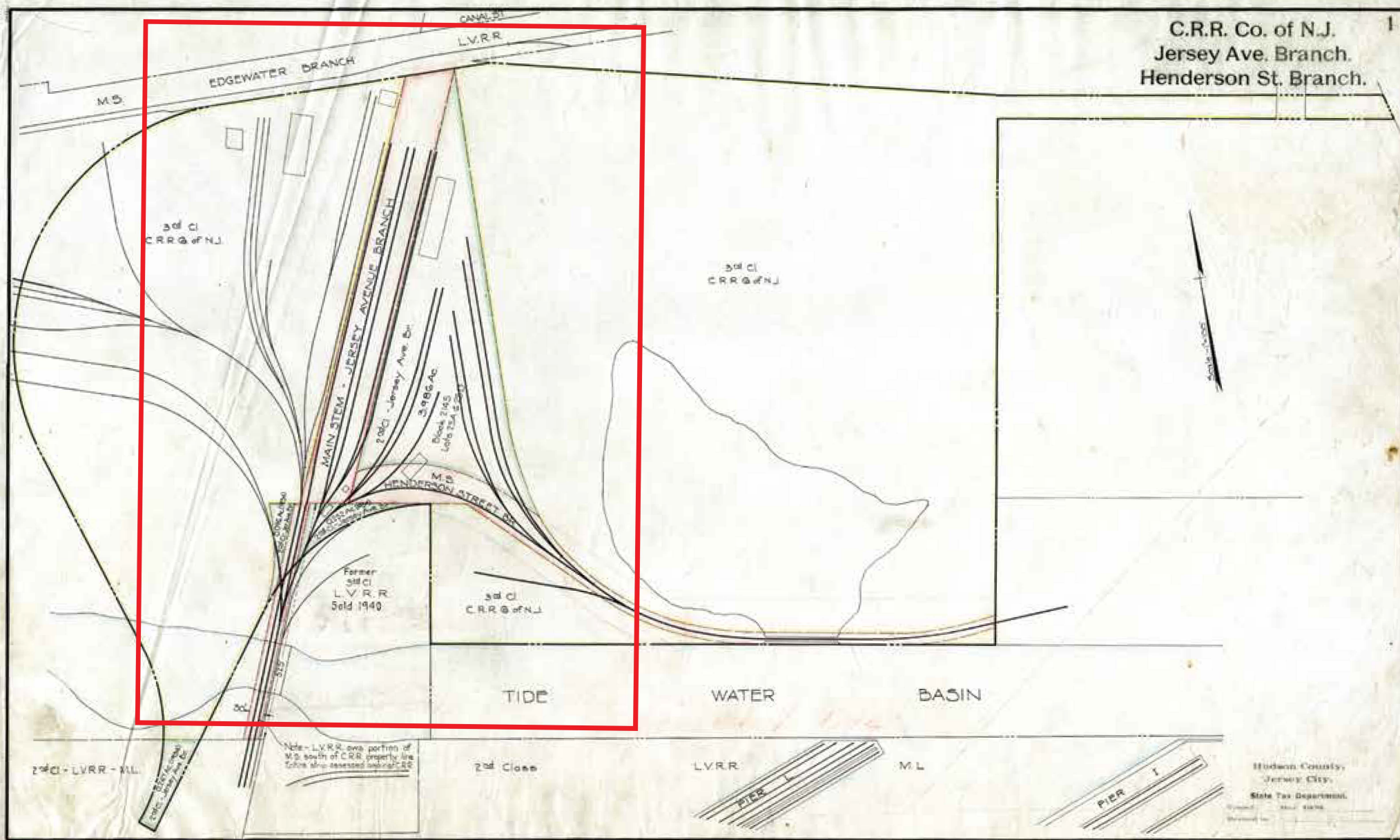


EXHIBIT 20

May 1936 -- State Tax Department, Hudson County, Jersey City,
"C.R.R. of N.J. Jersey Ave. Branch/Henderson St. Branch"

C.R.R. Co. of N.J.
Jersey Ave. Branch.
Henderson St. Branch.



Hudson County,
Jersey City,
State Tax Department.

EDGEWATER BRANCH

L.V.R.R.

3rd Cl
R.R.G. of N.J.

MAIN STEM - JERSEY AVENUE BRANCH

2nd Cl - Jersey Ave. Br.

3.986 Ac.

Block 2145
Lots 25A & 25D

HENDERSON STREET BR.

Former
3rd Cl
L.V.R.R.
Sold 1940

3rd Cl
C.R.R.G. of N.J.

TIDE

EXHIBIT 21

December 1942 -- State Tax Department, Hudson County,
Jersey City, "C.R.R. of N.J. Henderson St. Branch"

1



Hudson County
Jenney City,
State Tax Department.
Transd. Department 11642.
Revised to

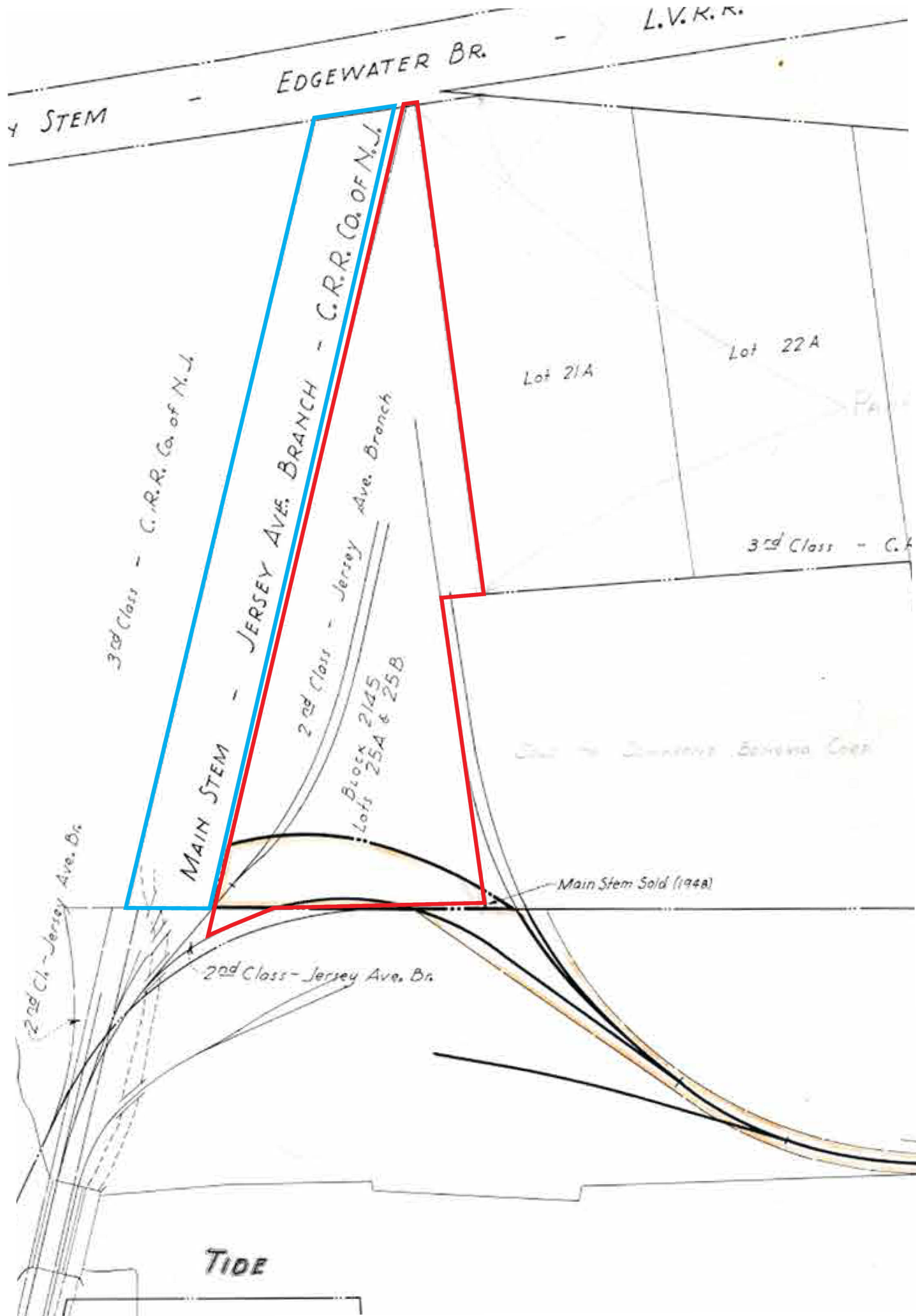
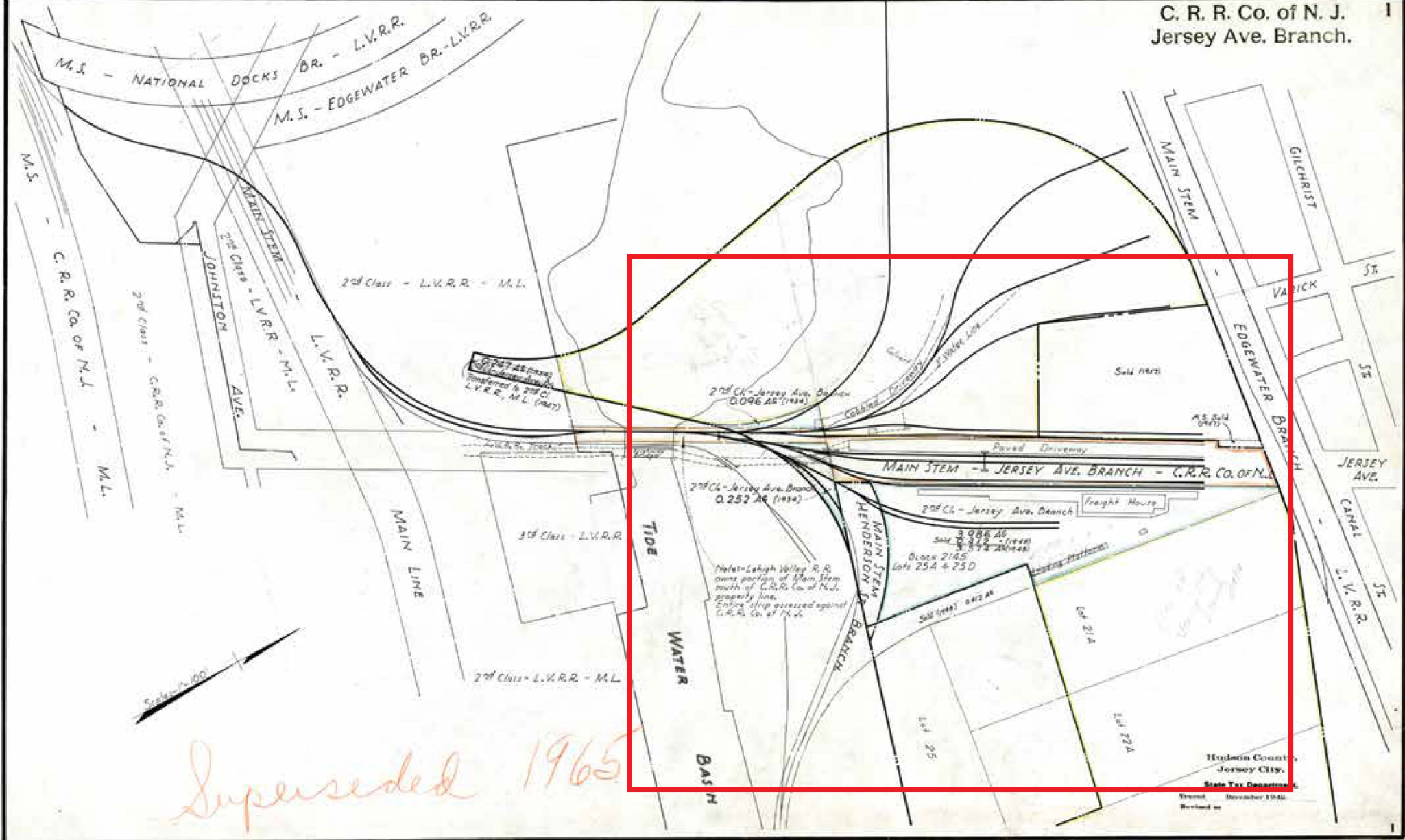
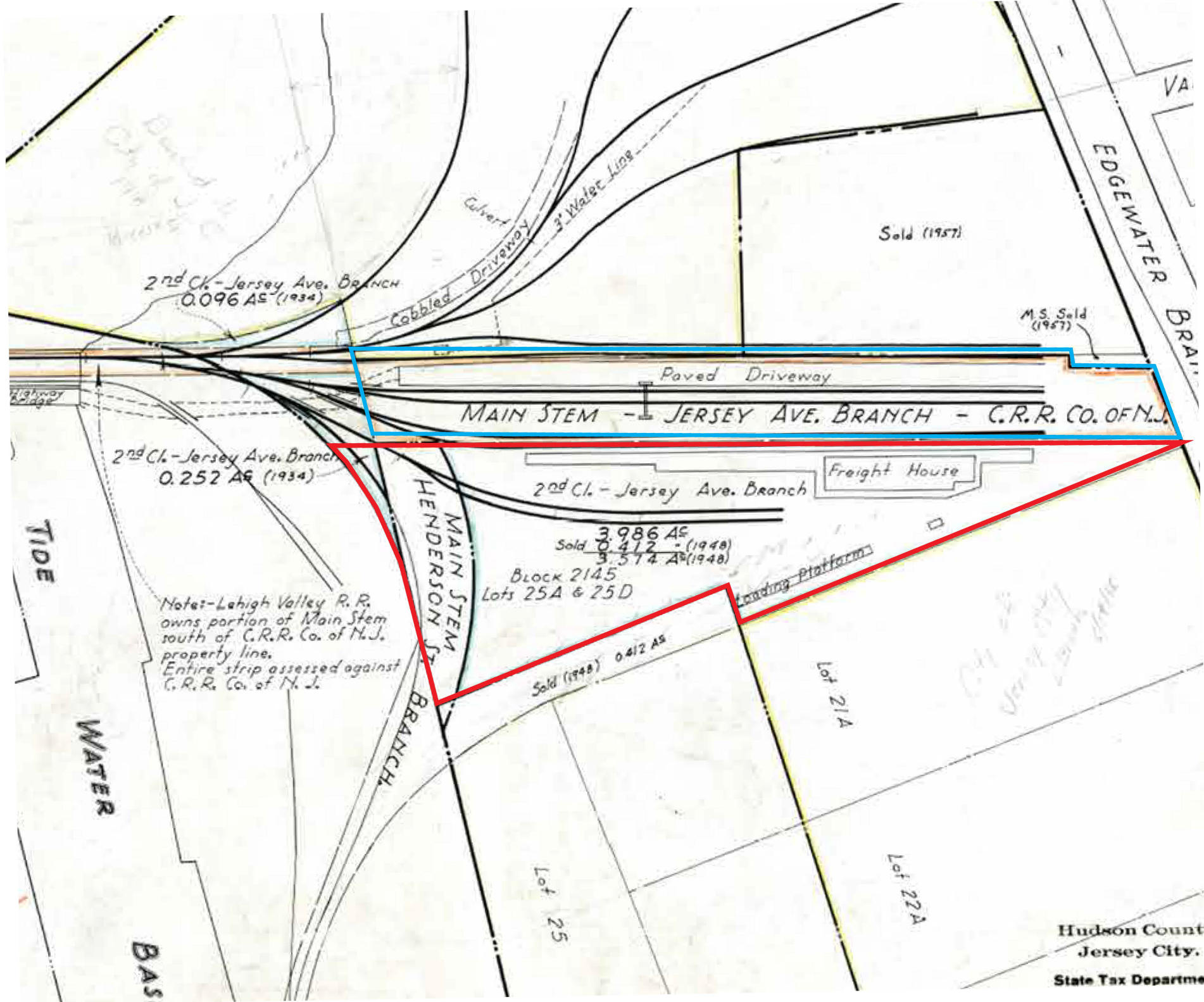


EXHIBIT 22

December 1942 -- State Tax Department, Hudson County,
Jersey City, "C.R.R. of N.J. Jersey Ave. Branch"

C. R. R. Co. of N. J.
Jersey Ave. Branch.





2nd Cl. - Jersey Ave. Branch
0.096 AS (1934)

2nd Cl. - Jersey Ave. Branch
0.252 AS (1934)

Note: - Lehigh Valley R. R.
owns portion of Main Stem
south of C.R.R. Co. of N.J.
property line.
Entire strip assessed against
C.R.R. Co. of N.J.

MAIN STEM - JERSEY AVE. BRANCH - C.R.R. CO. OF N.J.

2nd Cl. - Jersey Ave. Branch

3.986 AS
Sold 0.412 AS (1948)
3.574 AS (1948)
Block 2145
Lots 25A & 25D

Sold (1948) 0.412 AS

Sold (1957)

M.S. Sold
(1957)

Freight House

Loading Platform

Lot 21A

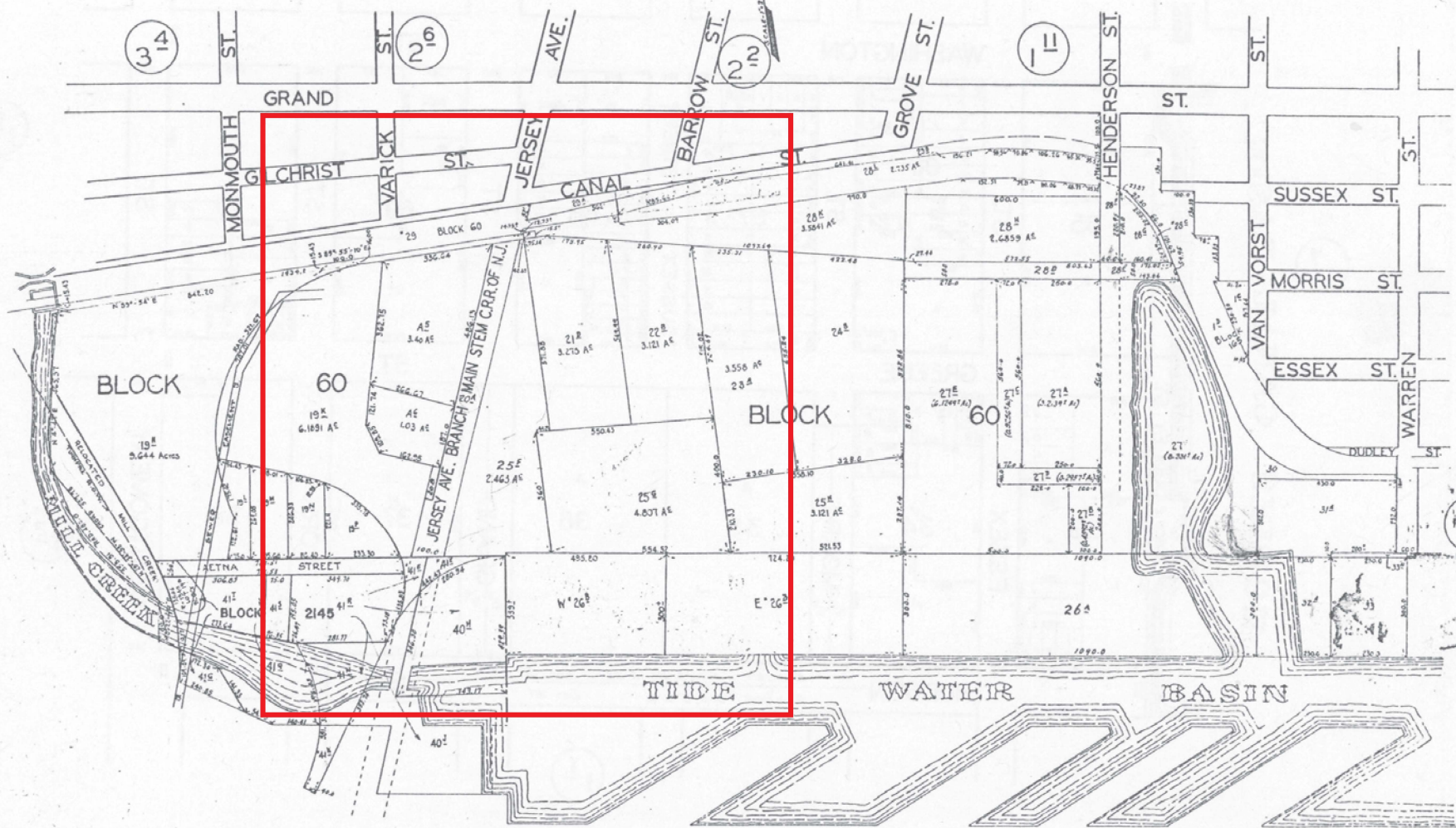
Lot 22A

Lot 25

Hudson County
Jersey City.
State Tax Department

EXHIBIT 23

November 27, 1957 -- Jersey City Tax Map



REVISIONS	DATE
1	1/1/11
2	1/1/11
3	1/1/11
4	1/1/11
5	1/1/11
6	1/1/11
7	1/1/11
8	1/1/11
9	1/1/11
10	1/1/11

GRAND

LCHRIST

VARICK

ST.

JERSEY

CANAL

BARROW

*29 BLOCK 60

60

19^K
6.1891 A^E

A⁵
3.40 A^E

A⁶
1.03 A^E

21^B
3.275 A^E

22^B
3.121 A^E

3.558 A^E
23^A

BLO

25^F
2.463 A^E

25^E
4.807 A^E

STREET

2145

40^H

N²⁶

E²⁶

TIDE

JERSEY AVE. BRANCH MAIN STEM C.R.R. OF N.J.

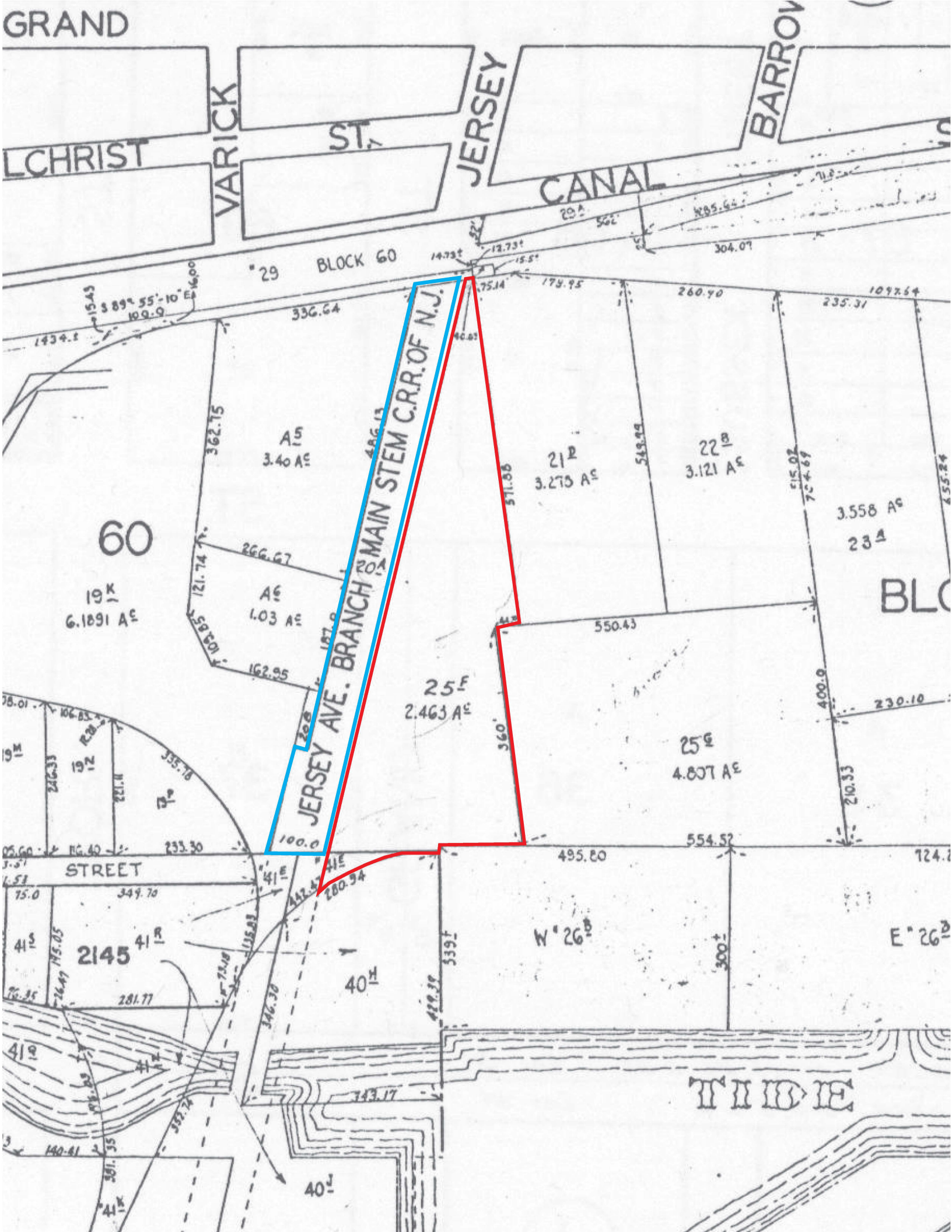
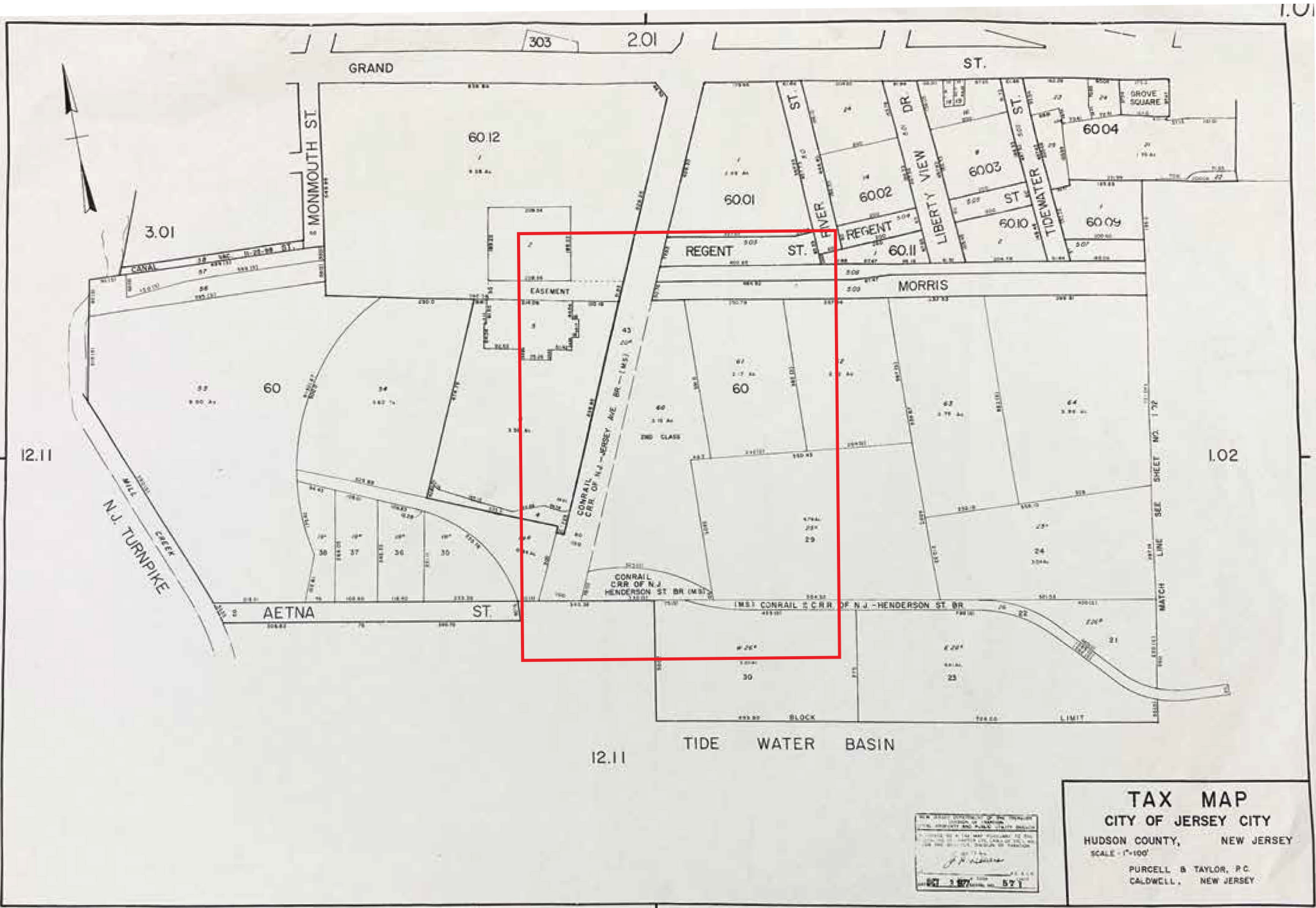


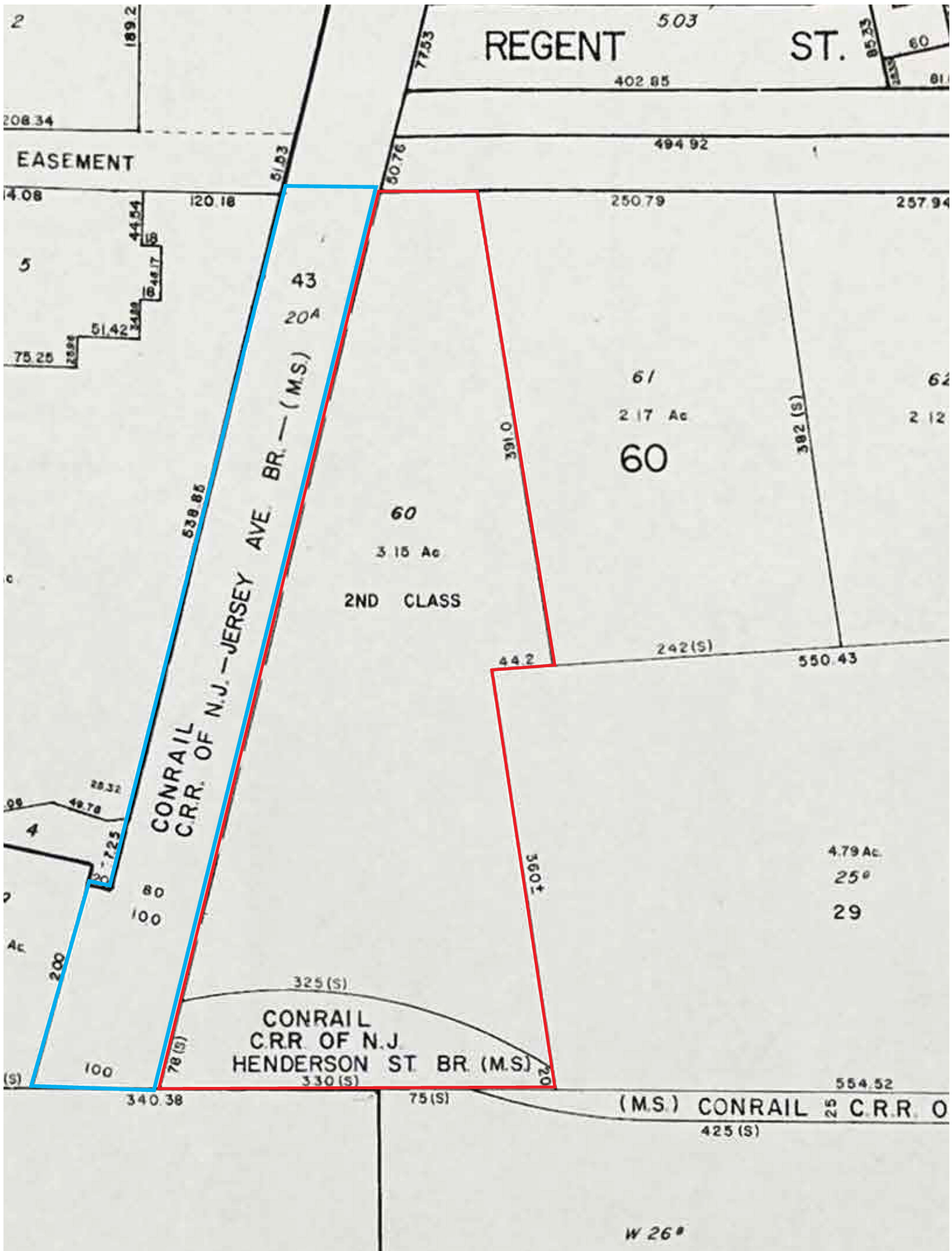
EXHIBIT 24

October 3, 1977 -- Jersey City Tax Map, Plate 1.01



TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE - 1"=100'
PURCELL & TAYLOR, P.C.
CALDWELL, NEW JERSEY





REGENT ST.

EASEMENT

CONRAIL C.R.R. OF N.J. - JERSEY AVE. BR. - (M.S.)

CONRAIL C.R.R. OF N.J. HENDERSON ST. BR. (M.S.)

60

60
3.15 Ac
2ND CLASS

61
2.17 Ac

4.79 Ac
25°
29

(M.S.) CONRAIL C.R.R. OF N.J.

W 26°

EXHIBIT 25

September 26, 1921, State of New Jersey, Department State Board of
Assessors-- Measurement of Main Stem for the Year 1922

LENGTH OF MAIN STEM

Sheet No. 2
SEP 26 1921

State of New Jersey,

Department State Board of Assessors

RAILROAD CO. OF NEW JERSEY

MEASUREMENT OF MAIN STEM FOR THE YEAR 191

1922

LENGTH OF MAIN STEM IN NEW JERSEY

MILES

LENGTH OF MAIN STEM IN TAXING DISTRICTS

TAXING DISTRICT.

LENGTH
IN MILES.

TAXING DISTRICT.

LENGTH
IN MILES.

TAXING DISTRICT.

JERSEY AVENUE BRANCH

Hudson County, Jersey City

0.547

PHILLIPS STREET BRANCH, RELOCATED

Hudson County, Jersey City

1.204

CONSTABLE'S HOOK BRANCH

Hudson County, Bayonne City
(including Wye)

2.147

FORD JOHNSON SPUR

Hudson County, Bayonne City

0.726

BRANCH TO INSULATED WIRE & CABLE CO.

Hudson County, Bayonne City

0.543

WEST SECOND STREET BRANCH

Hudson County, Bayonne City

0.577

ELIZABETH LOOP BRANCH

Union County, Elizabeth City

2.716

NEWARK & NEW YORK BRANCH

Hudson County, Jersey City
(including Wye)

2.628

Town of Kearny

0.981

Essex County, Newark City

2.791

6.400

BRANCH TO FEDERAL SHIPBUILDING CO.

Hudson County, Town of Kearny

0.518

FORD MOTOR COMPANY BRANCH

Hudson County, Town of Kearny

0.680

PASSAIC RIVER EXTENSION BRANCH

Essex County, Newark City

0.465

MANUFACTURERS' BRANCH

Essex County, Newark City

WEIGENSPAN BRANCH

Essex County, Newark City

ELIZABETH & PERTH AMBOY BRANCH

Union County, Elizabeth City
(including Wye)

Elizabeth City, (loop
line connection)

Linden Township

Middlesex County, Roosevelt Borough
(including Wye connecti

Woodbridge Township

Perth Amboy City

LENGTH OF MAIN STEM

Sheet No. 2
SEP 28 1921 1921

State of New Jersey,

Department State Board of Assessors

CENTRAL

RAILROAD CO. OF NEW JERSEY

MEASUREMENT OF MAIN STEM FOR THE YEAR 191

1922

MILES

LENGTH OF MAIN STEM IN NEW JERSEY.

TAXING DISTRICT.

LENGTH
IN MILES.

JERSEY AVENUE BRANCH

Hudson County,

Jersey City

0.547

EXHIBIT 26

1981, State of New Jersey, Department of the Treasury, Division of
Taxation, Loc. Prop. & Public Utility Br. -- MAIN STEM LAND,
JERSEY AVENUE BRANCH

RR-76-2

MAIN STEM Land

CENTRAL RR CO. OF NJ
HUDSON COUNTY (09), JERSEY CITY (06) RAILROAD JERSEY AVENUE BRANCH

State of New Jersey
Department of the Treasury
Division of Taxation
Loc. Prop. & Public Utility Br.
West State & Willow Streets
Trenton, New Jersey 08625

Page No. 251

LOCATION AND DESCRIPTION

ENG'RING
and/or
FIELD BOOK
STATIONING

YEAR 19 81

QUANTITY
UNITPRESENT
VALUE

YEAR 19 82

QUANTITY
UNITPRESENT
VALUE

YEAR 19 83

QUANTITY
UNITPRESENT
VALUE

YEAR 19 84

QUANTITY
UNITPRESENT
VALUE

YEAR 19 85

QUANTITY
UNITPRESENT
VALUE

(1) From beginning of right-of-way at L.V.R.R.
Main Line to beginning of 100' right-of-way.

0.342

(2) From southerly line of L.V.R.R., Edgewater
Branch to end of 100' right-of-way.

1.804

OUT 100%
1985

CENTRAL RR CO. OF NJ
HUDSON COUNTY (09), JERSEY CITY (06)State of New Jersey
Department of the Treasury
Division of Taxation
Loc. Prop. & Public Utility Br.
West State & Willow Streets
Trenton, New Jersey 08625

Page No. 251

LOCATION AND DESCRIPTION

ENG. RING
ING / 01
FIELD BOOK
STATIONING

YEAR 19 81

QUANTITY
UNIT AC.PRESENT
VALUE

YEAR 19 82

QUANTITY
UNITPRESENT
VALUE

YEAR 19 83

QUANTITY
UNITPRESENT
VALUE

YEAR 19 84

QUANTITY
UNITPRESENT
VALUE

YEAR 19 85

QUANTITY
UNITPRESENT
VALUE(1) From beginning of right-of-way at L.V.R.R.
Main Line to beginning of 100' right-of-way.

0.342

(2) From southerly line of L.V.R.R., Edgewater
Branch to end of 100' right-of-way.

1.804

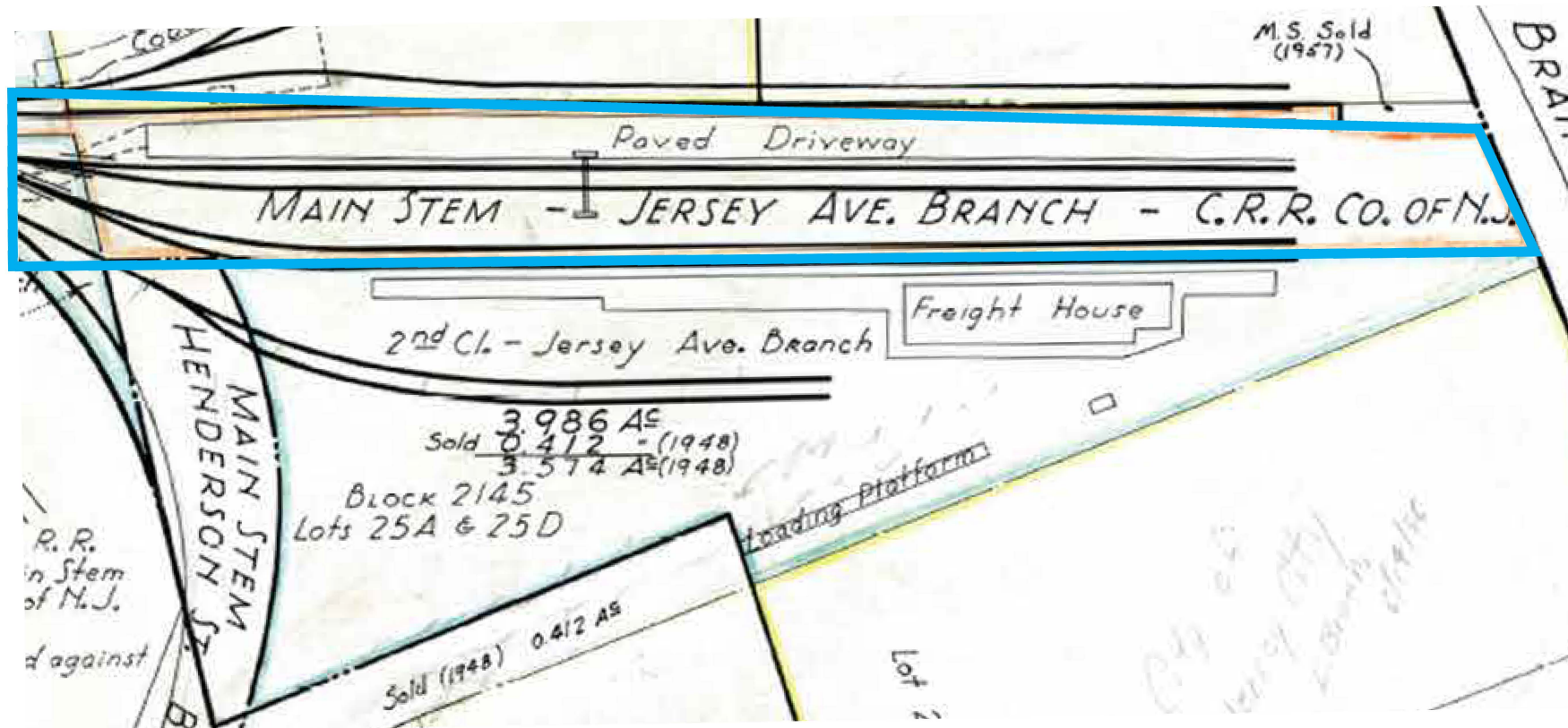


EXHIBIT 27

July 27, 2023 Letter from Lauren Nicolosi, N.J. Department
of Treasury, Division of Taxation



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
P. O. Box 251
TRENTON, NEW JERSEY 08695-0251

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

JOHN J. FICARA
Acting Director

Telephone (609) 292-7974 / Facsimile (609) 292-9439

July 27, 2023

Jeffrey Zak, Owner
Liberty Harbor Holding, LLC
345 Tenth St.
Jersey City, NJ 07302

Dear Mr. Zak,

My office maintains records relating to the classification of railroad properties for railroad property tax assessment purposes.

At the request of Liberty Harbor Holding (LHH), I searched my office's records for documents relating to or reflecting the classification of former railroad properties constituting or abutting the line of railroad known as the Jersey Avenue Branch in Jersey City. My search disclosed the following documents, which I provided to LHH:

- September 26, 1921 New Jersey State Board of Assessors summary sheet or "Bill Book" (Sheet No. 2) titled "Measurement of Main Stem for the Year 1922"
- September 26, 1921 New Jersey State Board of Taxes and Assessment Bill Book (Sheet 19) titled "Valuation and Assessment of Real Estate Other Than Main Stem for the Year 1922"
- Appraisal notes and appraisal map dated 1963 re: Block 60, plot 25E, 3.574 ac.
- Bill Book 1981-1985 titled "Main Stem Land—Central RR Co. of NJ, Jersey Avenue Branch" (Page No. 251)
- Bill Book dated Nov. 9, and Dec. 13, 1983 titled "True Value of Real Estate Other Than Main Stem for the Year 1984" (Sheet No. 38).

These documents have redactions, which I placed on them in accordance with department policy. The 1922 Bill Book pages are the earliest records I was able to locate relating to these properties.

I have also reviewed maps provided to me by LHH which I understand LHH obtained from the New Jersey State Archives in Trenton. The maps were prepared by the State Board of Assessors or its successor, the State Tax Department. I recognize these maps as the product of the same process that led to creation of the written documents referenced above. The maps depict the

classification of parcels of land constituting and adjoining the Jersey Avenue Branch. Among them are:

- State Board of Assessors Map titled “C.R.R. of N.J. Jersey Ave. Branch. Henderson Branch.” Dated 1912 (Superceded [sic] 1936)
- State Tax Department Map, untitled, “Traced May 1934, Corrected to show 1947 Assmt.”
- State Tax Department Map titled “C.R.R. Co. of N.J. Jersey Ave. Branch. Henderson St. Branch.” Traced May 1936
- State Tax Department Map titled “C.R.R. Co. of N.J. Henderson St. Branch.” Traced December 1942
- State Tax Department Map titled “C.R.R. Co. of N.J. Jersey Ave. Branch.” Traced December 1942

It is my understanding that LHH owns the triangular-shaped parcel of land variously identified in the maps and documents as Block 2145, Lots 25A and 25D (1912 map; 1936 map; 1942 Jersey Ave. Branch map) Block 2145, Lots 25A and 25B (1942 Henderson St. Branch map); and Block 60, Lot 25E (1963 appraisal). This parcel, which I will refer to as the Triangle Parcel, is described in the 1963 appraisal as follows:

Land outside main stem, southeast of Jersey Avenue extended, northeast of main stem of C.R.R. of N.J. Henderson St. Br., and northwest of plot 21C Block 60.

Is generally triangular in shape fronting about 890 ft. on southeasterly line of Jersey Ave. about 310 ft. along its base following around the main stem Henderson St. Branch and about 950 ft. on its easterly line. The apex is just south of Canal St. and adjoins old Morris Canal right of way now L.V.R.R.

...

0.412 ac. conveyed with other land to Schiavone-Bonomo in 1948.

[See also William C. Stewart appraisal map.]

This description of the Triangle Parcel accords with the description of the lot set forth in the 1922 and 1983 assessments of the Second Class Jersey Avenue Branch property (Bill Books) and all of the above-mentioned state assessment maps.

A review of the maps and the documents I located in my research supports the following conclusions:

1. The 1922 assessment records (Bill Books) are the oldest documents my department possesses relating to the Jersey Avenue Branch properties.
2. The 3.986-acre parcel of Second Class Property described in the 1922 Bill Book correlates to the Triangle Parcel (Block 2145, Lots 25-A and 25-D).
3. The Triangle Parcel meets the full definition of Second Class railroad property under New Jersey law and was classified by the State of New Jersey, Division of Taxation as such continuously from 1912 through 1984.

4. The line of railroad or Main Stem of the Jersey Avenue Branch was located on the linear parcel of property located to the west of the Triangle Parcel. As the Main Stem property, it contained the principal tracks of the Jersey Avenue Branch main line of railroad.
5. The Main Stem property from 1912 to 1984 was located to the west of the Triangle Parcel and did not include any of the Triangle Parcel.

Under New Jersey law (N.J.S.A. 54:29A-17), the Main Stem of a railroad can be no more than 100 feet in width. The Main Stem here conforms to this requirement.

I have prepared this statement for use in a search of the history of the Triangle Parcel owned by LHH by First American Title Co. This statement is an accurate description of the contents of records maintained by my office and records provided to my office that are currently housed in the New Jersey State Archives, as well as of the current New Jersey statutes. I make no further representations or warranties, including by not limited to:

- the use of this information for any purpose other than by First American Title Co. in determining the history of title for this property;
- the accuracy of the information contained in the records discussed;
- that the records listed are exclusive and/or exhaustive of the history of the subject property for railroad property tax purposes;
- any opinion or statement on the current or any prior owner's title to the subject property;
- the accuracy and/or legality of the current determinations of the municipal tax assessor concerning this property for local property tax purposes;
- the fair market value of the subject property;
- the legal status of the property in any context outside its classification for New Jersey railroad property tax purposes, including, but not limited to, its classification by any other government entity regulating rail transportation, zoning, planning, environmental, and tax laws and regulations of the municipality and county in which it is located, the State and Federal governments, and any agencies, authorities, or other bodies created under the laws thereof.

Sincerely,



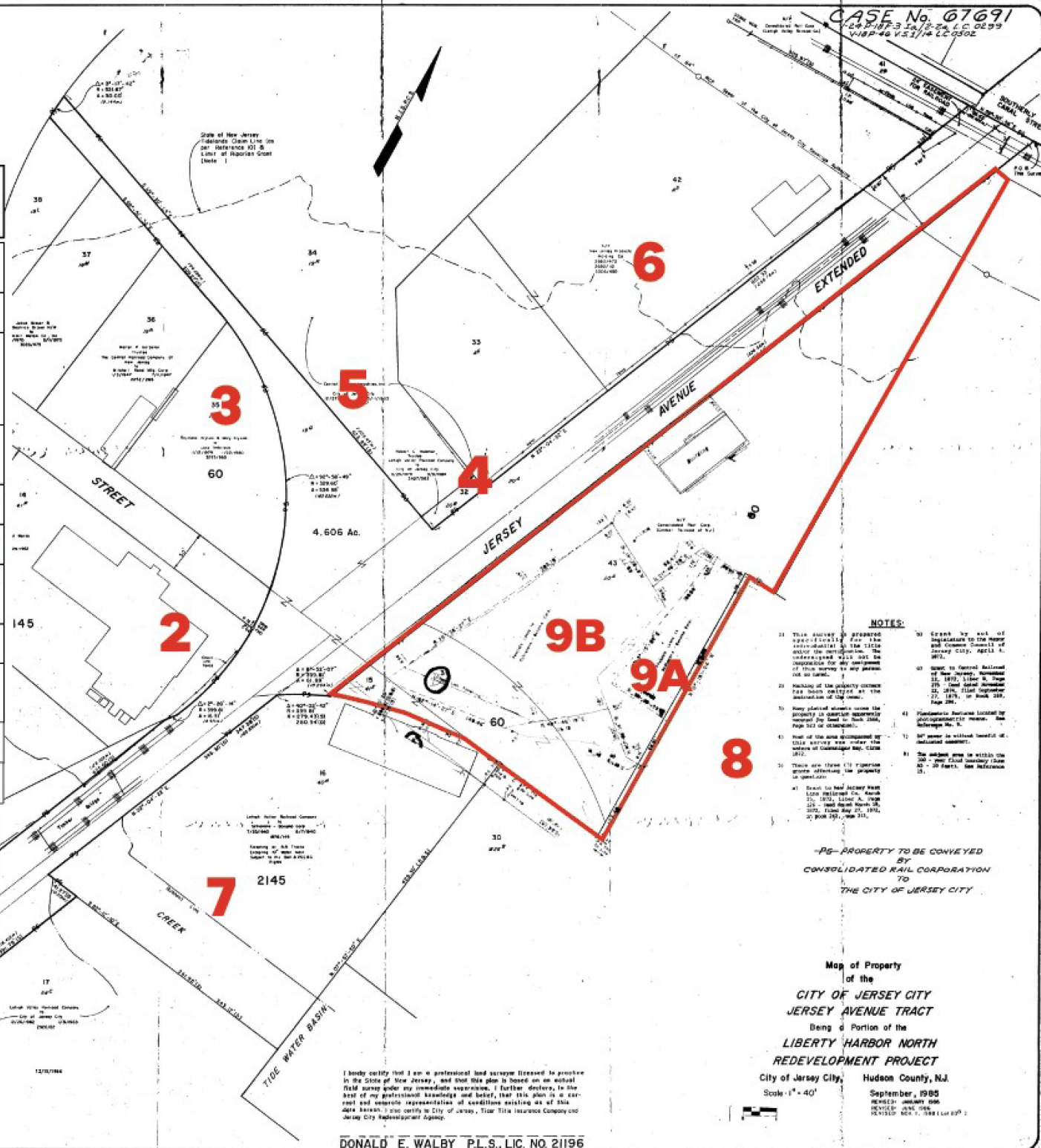
Lauren Nicolosi
Senior Field Representative
NJ Division of Taxation
Local Property Tax

EXHIBIT 28

Map of Property Sales & Leases Within the Jersey Avenue Yard

[illegible]

Map #	Deed Date	Grantor	Grantee
1	12/15/64	Lehigh Valley Railroad Company	Gelt Construction Co., Inc.
3	1/13/47	Walter P. Gardner, solely as Trustee of the property of The Central Railroad Company of NJ Debtor	Mitchell Rand MFG Corp.
4	9/25/79	Robert C. Haldeman Trustee of the Property of Lehigh Valley Railroad Company Debtor	City of Jersey City
6	1/9/56	The Central Railroad Company of New Jersey	Nago Realty Co. Inc.
6	6/11/56	The Central Railroad Company of New Jersey	Nago Realty Co. Inc.
6	11/1/66	The Central Railroad Company of New Jersey	New Jersey Products Holding company
7	7/25/40	Lehigh Valley Railroad Company of New Jersey	Schiavone-Bonomo Corporation
8	10/15/46	Walter P. Gardner, solely as Trustee of the property of The Central Railroad Company of NJ Debtor	Schiavone-Bonomo Corporation
9A	1/12/66	The Central Railroad Company of New Jersey, Lesson	Schiavone-Bonomo Corporation, Lessee
9B	11/3/80	Conrail Corp., Lessor	Schiavone-Bonomo Corporation, Lessee



HIRTH WEIDENER ASSOCIATES
PROFESSIONAL SURVEYORS & PLANNERS
40 Sales Drive Wayne, N.J. 07470
(201) 765-2473

DONALD E. WALBY P.L.S., LIC. NO. 21196

Map of Property
of the
CITY OF JERSEY CITY
JERSEY AVENUE TRACT
Being a Portion of the
LIBERTY HARBOR NORTH
REDEVELOPMENT PROJECT
City of Jersey City, Hudson County, N.J.

400 471

IBM

EXHIBIT 29

Deeds & Leases (Various) of Property within the Jersey Avenue Yard

1

W.C. Stamp
\$ 20.20
Assessors 3

THIS INDENTURE, made the 15th day of *DECEMBER* in the year of our Lord, One thousand nine hundred and sixty-five (1965), Between the LEHIGH VALLEY RAILROAD COMPANY, a corporation of the State of Pennsylvania, having its residence (principal office) at No. 425 Brighton Street, in the City of Bethlehem, County of Northampton and State of Pennsylvania, of the first part and GELT CONSTRUCTION CO., INC., a corporation of the State of New Jersey, having its residence (principal office) on Kellogg Street in the City of Jersey City, County of Hudson and State of New Jersey, of the second part;

W I T N E S S E T H:

854 515
THAT the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, and other valuable consideration, to it in hand paid by the said party of the second part, at or before the ansealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and to its successors and assigns forever, ALL that certain piece or parcel of land situate in the City of Jersey City, County of Hudson and State of New Jersey,

bounded and described as follows:

BEGINNING at the point of intersection of the easterly line of parcel No. 24RP-28M-1R described in the Indenture dated December 19, 1957 between Lehigh Valley Railroad Company and New Jersey Turnpike Authority and the southerly line of Parcel No. 28 M3 conveyed by and described in deed dated September 18, 1957 from Lehigh Valley Railroad Company to New Jersey Turnpike Authority; thence (1) South eighty degrees twenty-six minutes nine and forty-four hundredths seconds East, along the said southerly line of said Parcel No. 28 M3, a distance of sixty-four (64) feet to a point; thence along the dividing line between lands of Lehigh Valley Railroad Company and lands now or formerly of the City of Jersey City the following three courses and distances: (2) South fifty degrees twenty-six minutes nine seconds East, two hundred (200) feet to a point; (3) South thirteen degrees twenty-nine minutes no seconds East, one hundred forty-five (145) feet to a point; (4) Southeastern on a curve to the left having a radius of three hundred fifty-five and seventeen hundredths (355.17) feet an arc distance of two hundred seven and eighteen hundredths (207.18) feet (chord bearing and distance being South seventy-five degrees fifty-eight minutes thirteen seconds East, two hundred four and twenty-five hundredths (204.25) feet) to a point; thence along the dividing line between lands of Lehigh Valley Railroad Company and lands, now or formerly, of The Central Railroad Company of New Jersey, the following three courses and distances: (5) North eighty-five degrees forty-eight minutes thirty-eight seconds East, eighty-two and eighty-three hundredths (82.83) feet to a point; (6) North thirty-two degrees forty-eight minutes fifty-five seconds East, three hundred forty-two and fifty-three hundredths (342.53) feet to a point of curve; (7) Northeastern on a curve to the right having a radius of three hundred ninety-nine and eighty-one hundredths (399.81) feet, an arc distance of forty and seventy-two hundredths (40.72) feet (chord bearing and distance being North thirty-five degrees thirty-three minutes fifty-nine seconds East, forty and seventy hundredths (40.70) feet) to a point; thence through lands of Lehigh Valley Railroad Company the following four courses and distances: (8) South twenty degrees twenty-three minutes ten seconds West, four hundred fifty-two and sixty hundredths (452.60) feet to a point of curve; (9) Southwesterly on a curve to the right having a radius of four hundred ten and eighty-seven hundredths (410.87) feet an arc distance of four hundred fifteen and seventy-two hundredths (415.72) feet (chord bearing and distance being South forty-nine degrees twenty-five minutes forty seconds West, three hundred ninety-eight and fifteen hundredths (398.15) feet) to a point; (10) Northwestern on a curve to the right having a radius of two hundred ninety-nine and eleven hundredths (299.11) feet, an arc distance of three hundred seventy-five and ninety-six hundredths (375.96) feet (chord bearing and distance being North fifty-three degrees four minutes fifty seconds West, three hundred fifty-one and seventy hundredths (351.70) feet) to a point of tangency; (11) North seventeen degrees four minutes twenty seconds West, one hundred seven and fifteen hundredths

-S-

-3-

(107.15) feet to a point; thence continuing through lands of the Lehigh Valley Railroad Company and along the aforesaid easterly line of Parcel No. 2 RP/28 M/R the following three courses and distances: (12) Northeasterly on a curve to the left having a radius of one thousand nine hundred fifty-seven (1957) feet, an arc distance of one hundred eighty-nine (189) feet (chord bearing and distance being North seven degrees forty-six minutes forty-eight and twenty-two hundredths seconds East, one hundred eighty-eight and ninety-two hundredths (188.92) feet) to a point of compound curve; (13) Northeasterly on a curve to the left having a radius of one thousand six hundred seven (1607) feet, an arc distance of ninety-seven and forty-eight hundredths (97.48) feet (chord bearing and distance being North three degrees fifteen minutes twenty-eight and seventy-three hundredths seconds East, ninety-seven and forty-seven hundredths (97.47) feet) to a point of compound curve; (14) Northerly on a curve to the left having a radius of one thousand two hundred fifty-seven (1257) feet, an arc distance of eighty-six and twenty-six hundredths (86.26) feet (chord bearing and distance being North no degrees twenty-six minutes forty-four and forty-four hundredths seconds East, eighty-six and twenty-four hundredths (86.24) feet) to the point or place of beginning. Containing five and seventy-eight hundredths (5.78) acres of land, more or less, and being shown outlined in green on the map hereto attached and made a part hereof, entitled:

MAP OF PROPERTY

Surveyed For
LEHIGH VALLEY RAILROAD COMPANY
Situated in
JERSEY CITY, N.J.

Scale 1 Inch = 50 Feet
Surveyed 4-3-10-17-24-65

J. H. Henderson, Jr.
Surveyor Reg. Lic. No. 1854

City Block
2145

Being a part of the same premises conveyed by deed dated December 6, 1890 from Easton and Amboy Railroad Company to Jersey City Terminal Railway Company and recorded in the Hudson County Registers Office on December 9, 1890 in Deed Book 520 page 73, etc. the Lehigh Valley Railroad Company being by various mergers and consolidations the successor to said Jersey City Terminal Railway Company.

UNDER AND SUBJECT to the following as by reference thereto will more fully appear with the same force and effect as though herein set out at length:

(a) Perpetual easement of the New Jersey Turnpike Authority to maintain, repair, reconstruct and renew drainage pipes and facilities under and upon, inter alia, the premises hereby conveyed, which easement was granted by Lehigh Valley Railroad Company to New Jersey Turnpike Authority by Indenture dated December 19, 1957.

LIBR2996 PAGE 799

(b) Perpetual easement of The Jersey City Sewerage Authority to maintain, operate and use an intercepting sewer and facilities under and upon inter alia, the premises hereby conveyed, which easement was granted by Lehigh Valley Railroad Company to The Jersey City Sewerage Authority by Indenture dated September 27, 1960.

Further in consideration as aforesaid, and in consideration of the mutual promises and agreements hereinafter in this covenant set forth, the party of the first part, Lehigh Valley Railroad Company, does by delivery of this Deed covenant and agree, and the party of the second part, Galt Construction Co., Inc. does by acceptance of this Deed covenant and agree as set forth in the paragraphs following numbered 1 to 11 inclusive; and all the premises and agreements set forth in the said 11 paragraphs following shall be construed to be reciprocal and mutual and to be parts of a single indivisible covenant, shall run with the land hereby conveyed and shall enure to and be binding upon the successors and assigns of the parties hereto, it being the intention of the parties hereto that the access hereby provided to the land hereby conveyed shall at all times in the future be and remain subject to all the obligations of the party of the second part hereinafter set forth in paragraphs 1 to 11 inclusive:

"(1) The party of the second part shall have the right, liberty and easement to construct, maintain and use a private roadway across and over the thirty (30) foot wide strip of land, more particularly described below, extending from the land hereby conveyed to Johnston Avenue and over and across at grade the existing tracks of the party of the first part located upon or across said strip of land, subject to all the provisions hereinafter set forth in the remaining paragraphs of this covenant numbered 2 to 11 inclusive. The said thirty (30) foot wide strip is located and described as follows:

BEGINNING at a point in the northeasterly line of Johnston Avenue distant five hundred thirty-three and eighteen hundredths (533.18) feet southeasterly, measured along the said northeasterly line of Johnston Avenue from its intersection with the southeasterly line of Garabrant Street, thence (1) North forty-seven degrees four minutes forty-four seconds East, passing under the New Jersey Turnpike Viaduct, a distance of three hundred twenty-seven and thirty hundredths (327.30) feet to a point in eleventh course of the premises hereinabove described; thence (2) South seventeen degrees four minutes twenty seconds East, along the said eleventh course of the premises hereinabove described a distance of thirty-three and forty-four hundredths (33.44) feet to a point of curve, being the junction of the eleventh and tenth courses of the premises hereinabove described; thence (3) Southerly on a curve to the left with a radius of two hundred ninety-nine and eleven hundredths (299.11) feet, an arc distance of one and thirty-four hundredths (1.34) feet to a point; thence (4) South forty-seven degrees four minutes forty-four seconds West, a distance of three hundred eleven and forty hundredths (311.40) feet to a point in the aforesaid northeasterly line of Johnston Avenue; thence

(5) North forty-three degrees twenty-five minutes sixteen and seven hundredths seconds West, along the said northeasterly line of Johnston Avenue, a distance of thirty (30) feet to the point or place of beginning. Being shown outlined in brown on the map hereto attached and hereinbefore referred to.

"(2) Access to the land hereby conveyed shall be by way of and shall be limited to the private roadway hereinabove mentioned and the party of the second part waives any and all right of access, by necessity or otherwise, to the said premises hereby conveyed or any part thereof over remaining lands of the party of the first part other than the access hereinabove provided for in this covenant.

"(3) The party of the second part shall assume full responsibility for the use by anyone whomsoever of the said roadway including the track crossings and shall indemnify and save harmless the party of the first part from and against all claims, demands, damages, actions, judgments, executions, costs and charges to which the party of the first part may be subject, or which it may have to pay, by reason of personal injury (including injury resulting in death) or damage to or loss of property caused by, resulting from or in any way connected with the construction, existence, use, maintenance or removal of the said roadway and track crossings; and the party of the second part hereby releases the party of the first part from any and all claims, demands and liability for any damages that may be done to the said roadway and crossings or interference with the use thereof by reason of any operations of the party of the first part or otherwise howsoever.

"(4) The party of the second part shall at its sole cost and expense obtain and keep in force policies insuring the party of the second part against the risk of any and all loss, damage, injury and other liability above mentioned, the policies to refer specifically to the liabilities assumed by the party of the second part under this indenture, with an insurer and in amounts to be satisfactory to the party of the first part, the said policies to contain a provision, by endorsement or otherwise, that they shall not terminate or be cancelled for any reason without ninety (90) days' notice in writing to the party of the first part from the insurer. The party of the second part shall deliver to the party of the first part such policies or other evidence that such insurance has been obtained and is in force. In the event of failure of the party of the second part to maintain such insurance or to furnish evidence thereof to the party of the first part, the party of the first part may obtain such insurance and the party of the second part shall reimburse the party of the first part in the amount of the cost thereof upon presentation of bills.

"(5) The party of the second part, at its sole cost and expense shall furnish all labor and materials, construct and maintain the private roadway and crossings over the track provided for in paragraph No. (1) above, including any necessary drainage facilities, or shall pay the party of the first part for so doing promptly upon

presentation of bills therefor. The construction and maintenance of the said roadway and track crossings shall be under the direction and to the satisfaction of the party of the first part, including but not limited to the approval of the quality and quantity of the materials used in the construction or maintenance thereof and the time of engaging in work or repairs on the lands of the party of the first part, and on the crossing over the tracks of the party of the first part, so as not in any way or at any time to interfere with, impede or endanger the operations of the railroad or the use of the lands of the party of the first part and the tracks of the party of the first part. After any such work or alterations are completed the lands of the party of the first part and the tracks of the party of the first part shall be left in as good condition as they were prior to the commencement of the work or alterations. The party of the second part agrees to take, during the construction of the roadway and track crossings and during the repair or maintenance thereof, whatever precautions the party of the first part may deem necessary in order to secure safety in the conduct of its operations.

"(6) The trains, locomotives, cars and other rolling equipment of the party of the first part shall at all times have the right of way at the crossing or crossings and at the location of any work thereon.

"(7) The party of the second part agrees that upon the approach of the trains, locomotives, cars or other rolling equipment of the party of the first part at the location of the crossings, all attempt to cross the tracks by the party of the second part or the officers, agents, employees, invitees or licensees of the party of the second part shall stop until the trains, locomotives, cars and other rolling equipment of the party of the first part shall have ceased to operate in the immediate vicinity of the crossings or of any work thereon.

"(8) The party of the second part shall at all times keep the track crossings clear of all obstructions including snow, ice and debris. If the party of the second part fails to perform this obligation, the party of the first part may do such work and the party of the second part shall pay the party of the first part for so doing promptly upon presentation of bills therefor.

"(9) The party of the first part shall be at liberty to make any changes that it may desire in the location or manner of construction of its present tracks and to lay additional tracks at grade upon and across said roadway, to construct and maintain or permit the construction and maintenance of wires, pipes, etc. over or under said roadway, and to make any use of its land and rights of way that it may desire as fully and freely as though this Deed had not been entered into, without liability to the party of the second part for any damage, expense or inconvenience caused thereby, except that if said roadway is damaged by the party of the first part when making such changes in its existing tracks or when constructing any additional

tracks or pipe, said party of the first part shall restore said roadway to a condition similar to that existing immediately before such damage was done.

"(10) In the event that the party of the second part shall abandon the use of said crossing it shall promptly notify the party of the first part in writing of such abandonment.

"(11) This roadway easement shall be subject to the grants, conditions and restrictions contained in the two indentures both dated December 19, 1957 from Lehigh Valley Railroad Company to New Jersey Turnpike Authority."

The party of the second part for itself, its successors and assigns also by the acceptance of this deed, releases the party of the first part, its successors and assigns from any and all obligations to erect and/or maintain a fence between the premises hereby conveyed and the remaining lands of the party of the first part.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

AND ALSO, all the estate, right, title, interest, property, possession, claim and demands whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above described premises and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever, under and subject as aforesaid.

AND the said party of the first part does for itself and its successors, covenant and agree to and with the said party of the second part, its successors and assigns, that it, the said party of the first part, has not done, caused, suffered or procured to be done, any act, matter or thing, whereby the title of the said party of the second part, of, in and to the above granted, bargained and described land and premises, or any part thereof, can or may be changed, charged, altered or defeated in any way whatsoever, except as aforesaid.

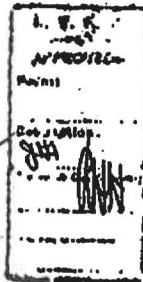
IN WITNESS WHEREOF, the said party of the first part has

LEN 2996 FILE 803

-8-

caused this deed to be signed by its Vice President and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Assistant Secretary, the day and year first above written.

LEHIGH VALLEY RAILROAD COMPANY
By:



J. R. de Capriles J. R. de Capriles
Vice President

Attest:

W. A. Haring W. A. Haring

Assistant Secretary



LIBER 2996 PAGE 804

CORPORATION ACKNOWLEDGMENT

NEW JERSEY

STATE of PENNSYLVANIA

COUNTY of PHILADELPHIA

Be It Remembered, That on this 15th day of December
in the year of our Lord One Thousand Nine Hundred and sixty-five (1965) before
me, the subscriber, a NOTARY PUBLIC

personally appeared W. A. Haring who, being
by me duly sworn, does depose and make proof to my satisfaction, that he is the ASSISTANT
Secretary of LEHIGH VALLEY RAILROAD COMPANY

party to the foregoing DEED; that he well knows
the corporate seal of said Corporation; that the seal thereto affixed is the proper corporate seal of the said
Corporation; that the same was so affixed thereto, and the said DEED
signed and delivered by J. R. DE CARRIER who was, at
the date and execution thereof, the Vice President of the said Corporation, in
the presence of deponent, as the voluntary act and deed of the said Corporation and that deponent thereupon
signed the same as subscribing and attesting witness.

Subscribed and sworn to before me, the day
and year last above written.



W. A. Haring
ASSISTANT SECRETARY

*RR to: Kaufman & Kaufman
125 Broad St.
ELIZABETH, NJ*

Copy

908 304 9662307
RECEIVED
MAY 21 11 22 AM '55
J. H. C. M.
RECEIVED BY DELOS
HUGHSON COUNTY

11.8.55
ENTERED 2898

X 515
X 859

1955
R. H. C. M.
R. H. C. M.
R. H. C. M.
R. H. C. M.

3

LIBER 2252 PAGE 266

This Indenture, Made the thirtieth day of January in the year of our Lord one thousand nine hundred and forty-seven,

Between WALTER P. GARDNER, solely as Trustee of the property of The Central Railroad Company of New Jersey, Debtor, a corporation of the

STATE OF New Jersey, party of the First Part,

And MITCHELL RAND MFG CORP, a corporation

of the STATE OF New York, party of the Second Part,

Witnesseth, That the said Party of the First Part, for and in consideration of the sum of

One (1) Dollar

lawful money of the United States of America, and other valuable consideration to him in hand well and truly paid by the said Party of the Second Part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said Party of the First Part, being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, convey, confirm and assign unto the said Party of the Second Part, and to its successors and assigns forever:

All that certain

Tract or Parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Jersey City in the COUNTY OF Hudson AND STATE OF NEW JERSEY.

Beginning in a former division line between lands of The Central Railroad Company of New Jersey and lands of Lehigh Valley Railroad Company of New Jersey, said division line being the northerly line of lands conveyed to The New Jersey West Line Railroad Company by the State of New Jersey by grant dated March 19, 1872, recorded in the office of the Register of Hudson County in book 242 of deeds on page 211, etc., at a point in said division line which is three hundred forty feet and thirty-eight one-hundredths of a foot (340.38') westerly, measured on said division line, from a stone monument marking the end of the second course of said grant to The New Jersey West Line Railroad Company;

thence (1) North eighty-one degrees thirty-seven minutes twenty seconds West (N. 81° 37' 20" W.) through lands of The Central Railroad Company of New Jersey, along said former division line, four hundred forty-two feet and fifty-three one-hundredths of a foot (442.53') to a point in the division line between lands of The Central Railroad Company of New Jersey and Lehigh Valley Railroad Company of New Jersey as established on December 2, 1930 by agreement and by mutual conveyances of lands between said railroad companies by deeds of record in the office of the Register of Hudson County;

thence (2) North eighteen degrees fifty-five minutes ten seconds West (N. 18° 55' 10" W.) along said last mentioned division line one hundred nine feet and twenty-five one-hundredths of a foot (109.25') to a point of curve;

thence (3) northerly, along said last mentioned division line, on the arc of a curve to the right having a radius of five hundred twenty-one feet and sixty-seven one-hundredths of a foot (521.67'), a distance of two hundred five feet and forty-two one-hundredths of a foot (205.42') on said arc, the chord of which has

a bearing of North seven degrees thirty-eight minutes twenty seconds West ($N.7^{\circ}38'20''W.$) and a length of two hundred four feet and ten one-hundredths of a foot ($204.10'$), to a point;

thence (4) South sixty-nine degrees twenty-eight minutes forty seconds East ($S.69^{\circ}28'40''E.$), through lands of The Central Railroad Company of New Jersey, three hundred nine feet and twenty-nine one-hundredths of a foot ($309.29'$) to a point of curve;

thence (5) southeasterly and southerly, on the arc of a curve to the right having a radius of three hundred twenty-nine feet and six tenths of a foot ($329.6'$), a distance of three hundred fifty-two feet and fifty-four one-hundredths of a foot ($352.54'$) on said arc, the chord of which has a bearing of South thirty-eight degrees fifty minutes ten seconds East ($S.38^{\circ}50'10''E.$) and a length of three hundred thirty-five feet and ninety-seven one-hundredths of a foot ($335.97'$), to the point or place of beginning;

containing two acres and four hundred and nineteen one-thousandths of an acre (2.419 Ac.) of land, more or less.

The bearings used in the foregoing description are referred to the true meridian.

This conveyance is made and accepted subject to the permission accorded to the Lehigh Valley Railroad Company, Lehigh Valley Railroad Company of New Jersey and United Real Estate Company and their tenants, in an agreement dated June 18, 1932, between said Lehigh Valley Railroad Company and The Central Railroad Company of New Jersey, to use the driveways extending across the lands hereby conveyed from Jersey Avenue, if extended, for ingress and egress to and from the lands of said Lehigh Valley Railroad Company, Lehigh Valley Railroad Company of New Jersey and United Real Estate Company, and the party of the second part hereto, by the acceptance of this conveyance, agrees to assume the obligation of the party of the first part hereto to maintain said driveways jointly with the said Lehigh Valley Railroad Company as provided in said agreement of June 18, 1932, which agreement also provides that said arrangement shall be subject to four month's written notice of termination by either party. The party of the second part hereto shall have the right to use the roadways on other adjacent lands of the party of the first part for the purpose of ingress and egress to and from the lands hereby conveyed and Jersey Avenue, until such time as other means of ingress and egress are provided acceptable to the party of the second part hereto, its successors or assigns.

This conveyance is made and accepted subject to any existing pole and wire lines located on or crossing the lands hereby conveyed.

This conveyance is made pursuant to Order No. 426 of the United States District Court of the District of New Jersey, in proceedings No. 29,778 for the reorganization of a railroad entitled "In the Matter of The Central Railroad Company of New Jersey, Debtor."

This conveyance is also made pursuant to a Certificate of Approval dated January 20, 1947 issued by the Board of Public Utility Commissioners of the State of New Jersey, pursuant to R.S. 48:3-7.

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in any wise appertaining.

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said Party of the First Part, of, in and to the same, and of, in and to every Part and Parcel thereof.

To Have and To Hold; all and singular the above described land and premises, with the appurtenances unto the said Part y of the Second Part, its successors and assigns to the only proper use, benefit and behoof of the said Part y of the Second Part, its successors and assigns forever, subject as aforesaid.

In Witness Whereof the said Party of the First Part has hereunto set his hand and seal the day and year first above written.

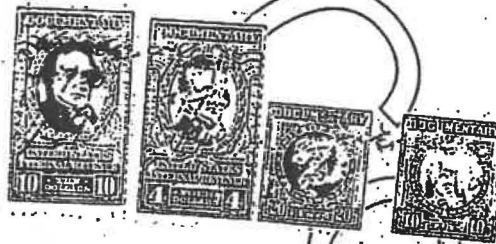
Walter P. Gardner, solely as Trustee
of the property of The Central
Railroad Company of New Jersey

Walter P. Gardner

(L.S.)

Signed, sealed and
delivered in the
presence of:

Jane L. Delaney
JANE L. DELANEY



STATE OF New York
COUNTY OF New York }

LIBER 2252 PAGE 209

BE IT REMEMBERED

That on this 3rd day of July
in the year of our Lord one thousand nine hundred and forty-seven
before me, the subscriber, a Master in Chancery of New Jersey personally appeared
Walter P. Gardner, Trustee of the property of The Central Railroad
Company of New Jersey, who I am satisfied is the Grantor named in
the foregoing Indenture, and I having first made known to him the
contents thereof, he did acknowledge that he signed, sealed and
delivered the same as his voluntary act and deed for the uses and
purposes therein expressed.

Earle J. Harrington
EARLE J. HARRINGTON
Master in Chancery of New Jersey

Title for \$0.004 \$0.004.0000's

ASSIGNOR 8075 2

Walter P. Gardner, solely
as Trustee of the property
of The Central Railroad
Company of New Jersey.

TO

MITCHELL RAND MFG CORP

859
883

DEED

Received in the
the County of _____
on the _____ day of _____
A.D. 19 _____ at _____
noon, and recorded in book _____
of DEEDS for said County on page _____

NEW JERSEY REALTY TITLE
INSURANCE COMPANY
630 BROAD STREET
NEWARK 1, N.J.

HUDSON COUNTY, N.J.

1947 JUL 11 AM 9:12

REGISTER'S OFFICE

RECORDED

INDEXED

4

ASSESSOR

THIS INDENTURE, made the 25th day of September, in the year Nineteen hundred and seventy-nine (1979) between ROBERT C. HALDEMAN, Trustee of the Property of LEHIGH VALLEY RAILROAD COMPANY, Debtor, having his principal office at No. 415 Brighton Street, in the City of Bethlehem, County of Northampton and State of Pennsylvania 18015 of the first part, and the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, of the second part;

WITNESSETH:

THAT the said party of the first part for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by the said Party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released and forever quitclaimed and by these presents does remise, release and forever quitclaim unto the said party of the second part and to its successors and assigns forever, ALL the right, title and interest, of the party of the first part, of, in and to ALL those two certain tracts or parcels of land situate in the City of Jersey City, County of Hudson and State of New Jersey, known as Lot 20-B of Block 60 and Lot 28-F of Block 60 on the official tax maps of the office of the Assessor of the City of Jersey City, Hudson County, New Jersey.

On July 24, 1970, the District Court of the United States for the Eastern District of Pennsylvania in proceedings for the reorganization of a Railroad No. 70-432, approved the Petition of Lehigh Valley Railroad Company to undergo reorganization under Section 77 of the Bankruptcy Act. Said Court on August 13, 1970 entered Order No. 2 appointing John F. Nash and Robert C. Haldeman, Trustees of the Property of Lehigh Valley Railroad Company, Debtor, and by Order No. 26 dated February 17, 1971 said Court gave the aforementioned Trustees blanket authority to make sales of real estate of the Debtor free from liens so long as each transaction does not exceed \$50,000.00. By Order No. 266 dated August 8, 1974, said Court accepted the resignation of John F. Nash as Trustee and effective August 13, 1974, authorized Robert C. Haldeman to continue to act as Trustee and to exercise all the rights, privileges, powers and duties granted under Order No. 2 and other Orders of said Court.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

AND ALSO, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the above described premises and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

PREPARED BY:

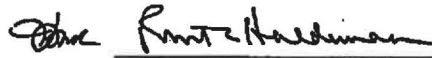
Lloyd W. Roseworthy

3427 562

9-18-84

IN WITNESS WHEREOF, the said party of the first part has executed
this indenture the day and year first above written.

ROBERT C. HALDEMAN, TRUSTEE
OF THE PROPERTY OF LEHIGH
VALLEY RAILROAD COMPANY, Debtor


Robert C. Haldeman

Prepared by L. M. Roseworthy for
Lehigh Valley Railroad Company

N.J. Deed

STATE OF PENNSYLVANIA)
COUNTY OF NORTHAMPTON) SS:

BE IT REMEMBERED, that on this *25th*
day of *September* 1979, before me, the subscriber,
a Notary Public, personally appeared ROBERT C. HALDEMAN, who,
I am satisfied, is the TRUSTEE OF THE PROPERTY OF LEHIGH VALLEY
RAILROAD COMPANY, DEBTOR, named in and who executed the within
Deed, and thereupon he acknowledged that he signed and delivered
the same as his voluntary act and deed, for the uses and purposes
therein expressed; and he acknowledged that the full and actual
consideration paid or to be paid for the transfer of title to
realty evidenced by the within Deed, as such consideration is
defined in P.L. 1968, c.49, (Sec. 1(c)) is \$1.00.

L. M. M.
Notary Public
Lehigh Valley
Northampton
PA

300-3427 564

Unofficial Copy

15-02

15806

CHARGE

RECEIVED
JUN 18 11 33 AM
1963

Record and return to:

JOANNE MONAHAN
Fourth Assistant Corporation Counsel
Jersey City Law Department
Old Courthouse
583 Newark Avenue
Jersey City, New Jersey 07306

3427 565

5

ASSESSORS

DEED

COUNTY OF HUDSON
CONSIDERATION
REALTY TRANSFER FEE <i>Esom</i>
DATE <i>5-11-83</i> BY <i>Jones</i>

This Deed is made on December 27, 1982,

BETWEEN
CENTRAL JERSEY INDUSTRIES, INC.,

a corporation of the state of New Jersey
having its principal office at Gateway 1, Room 501, Newark, New Jersey 07102
referred to as the Grantor,

AND
CITY OF JERSEY CITY,
a Municipal Corporation,

whose post office address is 280 Grove Street, Jersey City, New Jersey
referred to as the Grantee.

The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR (\$1.00)

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Jersey City
Block No. 60 Lot No. 19R (formerly part of 19K or 19J)
☐ No property tax identification number is available on the date of this Deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the City of Jersey City and State of New Jersey. The legal description is:

Parcel #004 as shown on a portion of Valuation Map 1a/2a, bearing in the upper right hand corner the following: "U.S.R.A. Line Code 0299 Approximate M.P. 0.70 Land to be Excepted from Conveyance Shown Outlined and Hatched Special Date Dec. 31, 1975." Together with Central Jersey Industries, Inc.'s right, title and interest, if any, in and to Lot 20B in Block 60 on the tax maps of the City of Jersey City.

Property commonly known as Lot 19R (Formerly known as part of Lot 19K or 19J) in Block 60 on the tax maps of the City of Jersey City.

Grantor herein took title pursuant to Order No. 965 in Proceedings for the Reorganization of a Railroad dated September 13, 1979 and recorded November 13,, 1979 in Book 3289 at Page 480, Hudson County.

Promise by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.



CENTRAL JERSEY INDUSTRIES, INC.

Secretary

By:

R. D. TIMPANY

President

STATE OF NEW JERSEY, COUNTY OF ESSEX

SS:

I CERTIFY that on December 27, 19 82, JOHN A. GRADY

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of CENTRAL JERSEY INDUSTRIES, INC., the corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is R. D. TIMPANY the President of the corporation;
- (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

- (d) this person knows the proper seal of the corporation which was affixed to this Deed; this person signed this proof to attest to the truth of these facts; and the full and actual consideration paid or to be paid for the transfer of title is \$ 1.00 (such consideration is defined in N.J.S.A. 46:15-5.)

Sworn to before me on December 27, 19 82.



John A. Grady

(Print name of attesting witness below signature)

JOHN A. GRADY, Secretary

Prepared by:

N.J.S.A. 46:15-5 (Print signer's name below signature)

FRANCIS X. O'BRIEN, Esq.

3377 58

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1958)

ALL-STATE LEGAL SUPPLY CO.
208 Sheffield St., Mountainside, N.J. 07071
DGRVST

PARTIAL EXEMPTION
(c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 (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 5-11-83 By

*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, Joanne Monahan, being duly sworn according to law upon his/her oath deposes and

says that he/she is the legal representative of the City of Jersey City

in a deed dated December 27, 1982, transferring real property identified as Block No. 60

Lot No. 19R

located at

Block 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.

The City of Jersey City is a municipal Corporation of the State of New Jersey and is, there, exempt

(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 Instruction #8)

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 exemption owner.

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 exemption owner.

c) 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 exemption owner.

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

d) NEW CONSTRUCTION (See Instruction #8)

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

- ☐ Not previously occupied.

Deponent makes 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
day of

1983

Joanne Monahan, Asst. Corp. Counsel

Name of Deponent

280 Grove Street

Jersey City, New Jersey 07302

Address of Deponent

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number

County

Deed Number

2582

Book

Page

Deed Dated

12-27-82

Date Recorded

5-11-83

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, pursuant to N.J.A.C. 18:16-8.12.

TRIPPLICATE - Pink copy is your file copy.

3377

59

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

Unfiled



DEED

CENTRAL JERSEY INDUSTRIES, INC.,
a New Jersey corporation

Record and return to:
Jersey City Corporation Counsel
Old Court House
583 Newark Avenue
Jersey City, New Jersey 07306
Attn: Joanne Monahan
Asst. Corporation Counsel

Grantor,

TO

CITY OF JERSEY CITY, a
Municipal corporation.

Grantee.

14-

2582

1863
1864

3377 63

RECEIVED
JULY 19 1963
JULY 19 1963
RECEIVED

6

INST. NO.	412
CO. BLOCK	
ENTERED	
BL. PAGE	13
BLK. INDEX	
INDEXED	
COMPARED	
MAILED	

BOOK 2663 PAGE 472

This Indenture, Made the Ninth day of January in the year of our Lord one thousand nine hundred and fifty-six

Between THE CENTRAL RAILROAD COMPANY OF NEW JERSEY, a corporation

of the STATE OF New Jersey, Party of the First Part,

And NAGO REALTY CO., INC., a corporation of the

STATE OF New Jersey, Party of the Second Part,

Witnesseth, That the said Party of the First Part, for and in consideration of the sum of One (\$1) Dollar

lawful money of the United States of America, — and other valuable consideration to it in hand well and truly paid by the said Party of the Second Part, or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said Party of the First Part, being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said Party of the Second Part, and to its successors and assigns forever:

All that certain Tract — or Parcel — of land and premises, hereinafter particularly described, situate, lying and being in the City of Jersey City in the COUNTY OF Hudson AND STATE OF NEW JERSEY.

Beginning in the dividing line between lands of The Central Railroad Company of New Jersey and of Lehigh Valley Railroad Company at a point where said dividing line is intersected by the southerly prolongation of the westerly side line of Jersey Avenue;

Thence (1) southerly through lands of The Central Railroad Company of New Jersey along said southerly prolongation of the westerly side line of Jersey Avenue a distance of 100' to a point;

Thence (2) westerly still through lands of The Central Railroad Company of New Jersey at right angles to the first course hereof a distance of 13.35' to a point; —

Thence (3) southerly still through lands of The Central Railroad Company of New Jersey parallel to and distant 13.35' measured westerly at right angles to said southerly prolongation of the westerly side line of Jersey Avenue a distance of 386.13' to a point;

Thence (4) westerly still through lands of The Central Railroad Company of New Jersey at right angles to the third course hereof a distance of 252.92' to a point; —

Thence (5) northerly still through lands of The Central Railroad Company of New Jersey on a line with a deflection to the right from the fourth course hereof of 82° 43' 30" a distance of 362.75' to a point in said dividing line between lands of The Central Railroad Company of New Jersey and of Lehigh Valley Railroad Company; —

Thence (6) easterly along said dividing line a distance of 336.64' more or less to the beginning point.

This conveyance is made and accepted subject to any existing poles, wire and pipe lines located on or crossing the lands hereby conveyed.

The Party of the First Part hereby reserves an easement for the construction and maintenance of a trunk sewer across and underneath the land hereby conveyed.

As part of the consideration for this conveyance, the party of the second part, for itself, its successors and assigns, agrees to and with the party of the first part, its successors and assigns, that any railroad tracks now or hereafter constructed on the lands herein described shall not connect with any railroad other than the railroad of The Central Railroad Company of New Jersey, its successors or assigns.

This conveyance is made pursuant to a certificate of approval dated November 9, 1955 issued by the Board of Public Utility Commissioners of the State of New Jersey pursuant to R. S. 48:3-7.

Original Copy

RECORDED
REGISTER'S OFFICE
HUDSON COUNTY
JAN 23 AM 9:35
JERSEY CITY
L. L. JOHNSTON
REGISTER

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in any wise appertaining.

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said Part y — of the First Part, of, in and to the same, and of, in and to every Part and Parcel thereof.

To Have and To Hold, all and singular the above described land and premises, with the appurtenances unto the said Part y — of the Second Part, its successors — and assigns to the only proper use, benefit and behoof of the said Part y — of the Second Part, its successors and assigns forever, subject as aforesaid.

In Witness Whereof the said Part y of the First Part has hereunto caused these presents to be signed by its President and its corporate seal to be affixed the day and year first above written.

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY
By:

ATTEST: *[Signature]*
R. E. Teston, Secretary

[Signature]
E. T. Moore, President

APPROVED
AS TO FORM
FIC
PHYSICAL
CONDITIONS
TERMS &
CONDITIONS
Sub 1217



STATE OF NEW YORK
COUNTY OF NEW YORK

BOOK 2663 PAGE 475

BE IT REMEMBERED

That on this 11th day of January

in the year of our Lord one thousand nine hundred and fifty-six

before me, the subscriber, a n Attorney at Law of New Jersey

personally appeared — R. E. Teston

who being duly sworn according to law upon his oath doth make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the Secretary of The Central Railroad Company of New Jersey

a Corporation, the grantor named in the foregoing instrument; that he knows the common seal of the said Corporation, and that the seal thereto affixed is the common seal of the said Corporation, and was the common seal of said Corporation at the date and execution of the foregoing instrument; that the same was so affixed and the said instrument signed by — E. T. Moore

who was at the date and execution thereof, the President of the said Corporation, in the presence of this deponent by authority of the Board of Directors of said Corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument as the voluntary act and deed of the said Corporation, and that this deponent thereupon signed his name as an attesting witness.

Sworn and subscribed before me, the day and year above written.

Elmer T. Pettengill
ELMER T. PETTINGILL

Attorney at Law of New Jersey

R. E. Teston
Secretary R. E. Teston

359 359 \$0.006.15
NJ 3558

412

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY	TO NAGO HEALTH CO., INC. 515 859	DEED	Received in the County of out the day of at A. D. 19 and recorded in book of DEEDS for said County on page
---	---	------	---

RECORDED AT REQUEST OF TITLE GUARANTEE AND TRUST COMPANY RETURN BY MAIL TO CLARA C. TAPPEN COUNSEL 1101-21 L.A.W. 369-149th STREET NEW YORK 53, N.Y.
--

2077 * 7455154

This Indenture, Made the Eleventh day of June in the year of our Lord one thousand nine hundred and — fifty-six —

Between THE CENTRAL RAILROAD COMPANY OF NEW JERSEY, a corporation

of the STATE OF New Jersey, Party of the First Part,

And NAGO REALTY CO., INC., a corporation of the

STATE OF New Jersey, Party of the Second Part;

Witnesseth, That the said Party of the First Part, for and in consideration of the sum of One (1) Dollar

lawful money of the United States of America, — and other valuable consideration — to it in hand well and truly paid by the said Party of the Second Part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said Party of the First Part, being therewith fully satisfied, consented and paid, has — given, granted, bargained, sold, aliened, released, enjoined, conveyed and confirmed, and by these presents does — give, grant, bargain, sell, alien, release, enjoin, convey and confirm unto the said Party of the Second Part, and to its successors and assigns forever:

All that certain Tract — or Parcel — of land and premises hereinafter particularly described, situate, lying and being in the City of Jersey City in the COUNTY OF Hudson AND STATE OF NEW JERSEY.

Beginning at the point being the end of the third course of a tract of land described in a deed dated January 9, 1956 from The Central Railroad Company of New Jersey to Nago Realty Co., Inc.;

Thence (1) westerly along the fourth course of said tract of land described in said deed dated January 9, 1956, a distance of 252.92 feet to a point being the beginning point of the fifth course of said tract described in said deed dated January 9, 1956.

Thence (2) southerly along the southerly prolongation of said fifth course through land of said Railroad Company on a line having a deflection of $97^{\circ} 16' 30''$ to the preceding course a distance of 121.74 feet to a point;

Thence (3) still southerly through land of said Railroad Company on a line having a deflection of $46^{\circ} 59'$ to the preceding course a distance of 81.61 feet to a point;

Thence (4) easterly still through land of said Railroad Company on a line having a deflection of $32^{\circ} 44' 30''$ to the preceding course and also parallel to the first course hereof a distance of 187.81 feet to a point in the southerly prolongation of the third course of tract of land described in the aforesaid deed of January 9, 1956;

Thence (5) northerly along said southerly prolongation of said third course of tract of land described in the aforesaid deed of January 9, 1956 a distance of 187 feet to the beginning point.

Containing 43,954 square feet of land.

INST. NO.	5474	CO. BLOCK	ENTERED	BL. PAGE	BLK. INDEX	INDEXED	COMPARED	MAILED

This conveyance is made and accepted subject to any existing pole, wire and pipe lines located on or crossing the lands hereby conveyed.

This conveyance is also made and accepted with the understanding that the land hereby conveyed is without access to the street and the party of the second part, for itself, its successors and assigns, hereby waives all claims for such access to the street, either by implication or necessity.

As part of the consideration for this conveyance, the party of the second part, for itself, its successors and assigns, agrees to and with the party of the first part, its successors and assigns, that any railroad tracks now or hereafter constructed on the lands herein described shall not connect with any railroad other than the railroad of The Central Railroad Company of New Jersey, its successors or assigns.

This conveyance is made pursuant to a certificate of approval dated June 6, 1956 issued by the Board of Public Utility Commissioners of the State of New Jersey pursuant to R.S. 48:3-7.

RECORDED
JERSEY CITY
WILLIAM L. JOHNSTON
REGISTER
1956 OCT 4 AM 10:57

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in any wise appertaining.

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said Part y — of the First Part, of, in and to the same, and of, in and to every Part and Parcel thereof.

To Have and To Hold, all and singular the above described land and premises, with the appurtenances unto the said Part y — of the Second Part, — **its successors** — and assigns to the only proper use, benefit and behoof of the said Part y — of the Second Part — **its successors** — and assigns forever, subject as aforesaid.

In Witness Whereof the said Part y of the First Part has hereunto caused these presents to be signed by its President and its corporate seal to be affixed the day and year first above written.

APPROVED
AS TO FORM
PHYSICAL
CONDITIONS
TERMS
CONDITIONS
Rec'd 6/27



THE CENTRAL RAILROAD COMPANY OF NEW JERSEY
By: *E. T. Moore*

Testen, Secretary

E. T. Moore, President



STATE OF NEW YORK
COUNTY OF NEW YORK

LIBER 2692 PAGE 115

BE IT REMEMBERED

This on this

7th

day of AUGUST,

in the year of our Lord one thousand nine hundred and

fifty-six

before me, the undersigned, a n Attorney at Law of New Jersey

B. B. Toston

personally appeared

to law upon his oath and make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the Secretary of

the Central Railroad Company of New Jersey

who being duly sworn according

to law upon his oath and make proof to my satisfaction that he is and was at the date and execution of the foregoing instrument, the Secretary of

the Central Railroad Company of New Jersey

a Corporation, the greater named in the foregoing instrument;

that he knows the common seal of the said Corporation, and that the said therein affixed is the common seal of

the said Corporation, and was the common seal of said Corporation at the date and execution of the foregoing instrument; that the same was to affix and the said instrument signed by

B. B. Toston

who was at the date and execution thereof, the

presence of this document by authority of the Board of Directors of said Corporation, and that he heard him acknowledge that he signed, sealed and delivered the said instrument, as the voluntary act and deed of the said Corporation, and that said defendant, hereupon signed his name as an attesting witness.

Sworn and subscribed before me,

the day and year above written.

EMER F. PETERSON

Attorney at Law of New Jersey

Secretary B. B. Toston

ASSESSOR 3558 2
5474

THE CENTRAL RAILROAD
COMPANY OF NEW JERSEY

NAGO REALTY CO., INC.

DEED

Received in the
the County of
on the day of
A. D., 19, at o'clock in the
noon, and recorded in book
of DEEDS for said County on pages

RECORDED AT REQUEST OF
TITLE GUARANTEE AND TRUST COMPANY

RETURN BY MAIL TO
CLARA TEPPER
COUNSELOR AT LAW
369 EAST 149th STREET
NEW YORK 55, N.Y.

3077 • 7-88-184

"Books & etc."

Don. Manager

8.11.40

Assessor

This Indenture, Made the 1st day of November in the year of our Lord one thousand nine hundred and sixty-six

Between THE CENTRAL RAILROAD COMPANY OF NEW JERSEY, a corporation of the State of New Jersey, having its principal office in the CRR of NJ Terminal at the foot of Johnston Avenue in the City of Jersey City, County of Hudson

and STATE OF New Jersey, Party of the First Part,

And NEW JERSEY PRODUCTS HOLDING COMPANY, a corporation of the State of New Jersey, having its principal office at the foot of Jersey Avenue in the City of Jersey City, County of Hudson

and STATE OF New Jersey, Party of the Second Part,

Witnesseth, That the said Party of the First Part, for and in consideration of the sum of One (1) Dollar

lawful money of the United States of America, and other valuable consideration to it in hand well and truly paid by the said Party of the Second Part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said Party of the First Part, being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, convey and confirm unto the said Party of the Second Part, and to its successors and assigns forever:

All that certain

Tract or Parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Jersey City in the COUNTY OF Hudson AND STATE OF NEW JERSEY.

Beginning in the southerly prolongation of the westerly side line of Jersey Avenue at a point being the end of the first course of a tract of land described in a deed dated January 9, 1956 from The Central Railroad Company of New Jersey to Nago Realty Co., Inc.;

Thence (1) North 68° 03' West along the second course of said tract of land described in said deed dated January 9, 1956 a distance of 13.35 feet to a point;

Thence (2) South 21° 57' West along the third course of said tract of land described in said deed dated January 9, 1956 and along the fifth course reversed of a tract of land described in a deed dated June 11, 1956 from said railroad company to Nago Realty Co., Inc., a distance of 573.13 feet to a point;

Thence (3) South 68° 03' East through lands of said railroad company a distance of 13.35 feet to a point;

Thence (4) North 21° 57' East still through lands of said railroad company parallel to and distant 13.35 feet measured easterly at right angles from the second course hereof a distance of 573.13 feet to the beginning point.

This conveyance is made and accepted subject to any existing pole, wire, pipe lines and drainage facilities located on or crossing the land hereby conveyed.

This conveyance is also made and accepted with the understanding that the land hereby conveyed is without access to any street and the Party of the Second Part, for itself, its successors and assigns, hereby waives all claims for such access to a street, either by implication or necessity.

The Board of Public Utility Commissioners of the State of New Jersey in Docket No. 652-70 on February 23, 1965 certified that this sale is deemed by the Board to be in the ordinary course of business and is within the statutory proviso of R.S. 48:3-7 in that regard.

LIBER 3006 PG 450

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in any wise appertaining.

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said Party of the First Part, of, in and to the same, and of, in and to every Part and Parcel thereof.

To Have and To Hold, all and singular the above described land and premises, with the appurtenances unto the said Party of the Second Part, its successors and assigns to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns forever, subject as aforesaid.

In Witness Whereof the said party of the First Part has hereunto caused these presents to be signed by its President and its corporate seal to be affixed the day and year first above written.

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY
By:

R. S. Johnston, Secretary

F. M. Shoemaker, President



STATE OF NEW JERSEY
COUNTY OF HUDSON

BE IT REMEMBERED

This on this 1st day of November

in the year of our Lord one thousand nine hundred and sixty-six
before me, the undersigned, a n Attorney at Law of New Jersey

personally appeared R. E. Teston who being duly sworn according
to law upon his oath make proof to my satisfaction that he is and was at the date and execution of the fore-
going instrument, the Secretary of The Central Railroad Company of New Jersey
that he knows the common seal of the said Corporation, and that the seal thereto affixed is the common seal of
the said Corporation, and was the common seal of said Corporation at the date and execution of the foregoing
instrument; that the same was so affixed and the said instrument signed by P. M. Shoemaker
who was at the date and execution thereof, the President of the said Corporation, in the
presence of this document by authority of the Board of Directors of said Corporation, and that he heard him acknowl-
edge that he signed, valid and delivered the said instrument as the voluntary act and deed of the said Corporation,
and that this document thereupon signed his name as an attesting witness.
Sworn and subscribed before me,
the day and year above written.

Earle J. Harrington
Earle J. Harrington
Attorney at Law of New Jersey

R. E. Teston
R. E. Teston, Secretary

GRANTOR	
GRANTEE	
BLOCK No	515
INDEXED	X

6174 \$0.01125

ENTERED 6174

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY	TO	NEW JERSEY PRODUCTS HOLDING COMPANY
DEED		
Received in the County of on the A. D. 19 at noon, and recorded in book of DEEDS for said County on page		

RECORDED AT REQUEST OF
Security Title and Guaranty Company
RETURN BY MAIL TO
17 Academy Street
Newark, N.J. 07102

RECEIVED
Nov 9 10 47 AM '66
HUDSON COUNTY
REGISTER OF DEEDS
J. H. M. M.
LIBER 3006 PG 452

DEEDS-1976

said corporation; and the seal affixed to said Instrument is such corporate seal and was there-
to affixed, and said Instrument signed and delivered by said President, as and for his vol-
untary act and deed and as and for the voluntary act and deed of said corporation, in presence
of deponent, who thereupon subscribed his name thereto as witness.

SWORN TO AND SUBSCRIBED BEFORE ME AT
HATBORO, N.J. THE DATE AFORESAID.

ABRAHAM S. TURTLEBAUM

LEO TURTLEBAUM

ATTORNEY AT LAW OF N.J.

Received in the office and recorded August 7, 1940 @ 9.34 AM #4346.

////

LEHIGH VALLEY RAILROAD COMPANY OF NEW JERSEY ET AL

DEED

TO

DATED

SCHLAVOCH-BOROMO CORPORATION

JULY 23, 1940

THIS INSTRUMENT, made the 23rd day of July in the year One-thousand nine
hundred and forty (1940)

Between the LEHIGH VALLEY RAILROAD COMPANY OF NEW
JERSEY, a corporation of the State of New Jersey, having its residence (principal office) at
No. 1 Exchange Place, in the City of Jersey City, County of Hudson and State of New Jersey, of
the first part, and the LEHIGH VALLEY RAILROAD COMPANY, a corporation of the State of Pennsyl-
vania, having its residence (principal office) at 425 Brighton Street, in the City of
Bethlehem, County of Northampton and State of Pennsylvania, lessee of the Lehigh Valley
Railroad Company of New Jersey, of the second part, and the SCHLAVOCH-BOROMO CORPORATION, a
corporation of the State of New Jersey, having its residence (principal office) in the City
of Jersey City, County of Hudson and State of New Jersey, of the third part,

WITNESSETH: THAT the said parties of the first and second parts, for and
in consideration of the sum of One dollar (\$1.00), lawful money of the United States of America,
and other valuable consideration, to then in hand paid by the said party of the third part,
at or before the executing and delivery of the presents, the receipt whereof is hereby ac-
knowledged, have granted, bargained, sold, aliened, remise, released, conveyed and confirmed,
and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm
unto the said party of the third part, and to its successors and assigns forever, ALL that
certain tract or parcel of land and land under water situate in the City of Jersey City, County
of Hudson and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the dividing line between lands of the Lehigh Valley
Railroad Company of New Jersey and lands of The Central Railroad Company of New Jersey where
the said dividing line would be intersected by the center line of Jersey Avenue if the same
were extended in a southerly direction, said point of intersection being distant one hundred
sixty and forty-five hundredths (160.45) feet, measured on a course of North forty-nine degrees
thirty-two minutes thirty-four seconds East from a stone monument set in the aforesaid
dividing line; thence (1) northeasterly, along the said dividing line on a curve to the right
having a radius of three hundred ninety-nine and eighty-one hundredths (399.81) feet, an arc
distance of two hundred eighty and sixty-four hundredths (280.64) feet (chord bearing and
distance being north seventy-eight degrees twelve minutes forty-three seconds east, two

hundred seventy-five and twenty hundredths (275.20) feet to a stone monument; thence (2) south eight degrees twenty minutes thirty-four seconds West, along the westerly line of lands of the Lehigh Valley Railroad Company of New Jersey, a distance of four hundred twenty-nine and thirty-nine hundredths (429.39) feet to a point; thence through the lands of the Lehigh Valley Railroad Company of New Jersey, the following two courses and distances: (3) North eighty-one degrees forty-nine minutes twenty-six seconds West, three hundred forty-three and seventeen hundredths (343.17) feet to a point in the aforesaid center line of Jersey Avenue if the same were extended in a southerly direction; (4) North twenty-two degrees thirty minutes thirty-four seconds East, along the said center line, three hundred forty-six and thirty hundredths (346.3) feet to the point or place of beginning. Containing one hundred seventeen thousand five hundred ninety-six (117,596) square feet of land, more or less, and being shown outlined in green on the map hereto attached and made a part hereof entitled:

"L.V.R.R.

Leh-Vro. Div. Jersey City Terminal

Proposed Sale of Land To

L. Schiavone & Sonoma Bros., Inc.

Jersey City, N.J.

Scale 1"=50' Sept. 1, 1938

Office Div. Engr. Easton, Pa.

C - 70 - 23°

Being part of the second described tract of land conveyed by the Easton and Amboy Railroad Company to the Jersey City Terminal Railway Company by deed dated December 6, 1890 and recorded in the Register's Office of the County of Hudson, N.J. on December 9, 1890 in Deed Book 320, page 73; the Lehigh Valley Railroad Company of New Jersey being by various mergers and consolidations the successor to the said Jersey City Terminal Railway Company.

EXCEPTING AND RESERVING unto the party of the first part, its successors and assigns, all railroad tracks and appurtenant material thereto situate upon the premises hereby conveyed.

EXCEPTING AND RESERVING ALSO unto the party of the first part, its successors and assigns, the ten (10) inch water main which extends across and under the premises hereby conveyed, together with the right, liberty and easement of forever maintaining, using, replacing and renewing said water main in its present location.

UNDER AND SUBJECT to any and all public or private rights in and to those portions of the premises hereby conveyed lying within the limits of Mill Creek as it exists and lying within the limits of Jersey Avenue if the same were extended in a southerly direction, but nothing herein contained shall be construed as a dedication or recognition of said Jersey Avenue.

UNDER AND SUBJECT ALSO to the right of the New Jersey Bell Telephone Company to maintain and use a pole and wire line upon the premises hereby conveyed pursuant to agreement dated June 1, 1905 between the party of the first part and the New York and New Jersey Telephone Company, which agreement was assigned to the said New Jersey Bell Telephone Company by agreement dated March 4, 1929 between the party of the second part, New Jersey Bell Telephone Company and New York Telephone Company.

UNDER AND SUBJECT ALSO to the occupancy of the Public Service Electric

DEEDS-1976

and Gas Company and/or the New Jersey Bell Telephone Company of a pole and wire line upon the premises hereby conveyed.

UNDER AND SUBJECT ALSO to the terms of a permit dated March 29, 1934 or any continuing obligations or conditions thereof, given by the Board of Commerce and Navigation of the State of New Jersey to the party of the second part, granting permission to erect three travelling bridge cranes upon the premises hereby conveyed.

The parties hereto contemplate that the party of the third part shall have access to and from the premises hereby conveyed over that portion of the lands of The Central Railroad Company of New Jersey which would be within the confines of Jersey Avenue if the same were extended in a southerly direction, the parties of the first and second parts and their patrons and tenants having for over thirty years used said right of way for ingress and egress to and from the premises hereby conveyed and the party of the third part having been in possession of the property hereby conveyed for several years and having used said right of way for ingress and egress thereto. It is understood, however, that any and all covenants for title contained in this indenture shall not extend to or include such right of way or any rights thereto.

It is further understood and agreed by and between the parties hereto that nothing contained in this deed or nothing inherent in the physical location of the property hereby conveyed shall be construed as creating any easement or easements by necessity or otherwise, in favor of the party of the third part, or of the property hereby conveyed, and against the parties of the first and second parts or the property retained or hereafter acquired by said parties of the first and second parts.

TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

AND ALSO, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first and second parts, of, in or to the above described premises and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the third part, its successors and assigns forever, excepting and reserving, and under and subject as aforesaid.

AND the party of the first part does for itself and its successors, covenant and grant to and with the said party of the third part, its successors and assigns, that it, the said party of the first part, has not done, caused, suffered or procured to be done, any act, matter or thing whereby the title of the said party of the third part, of, in and to the above granted, bargained and described land and premises or any part thereof can or may be changed, charged, altered or defeated in any way whatsoever, except as aforesaid.

THIS DEED is executed and delivered by the party of the second part for the purpose of conveying to the party of the third part, all the right, title and interest of the party of the second part in the lands hereinabove described by reason of a certain indenture of lease bearing date of June 17, 1914, from the Lehigh Valley Railroad Company of New Jersey to the party of the second part.

IN WITNESS WHEREOF, the said parties of the first and second parts have respectively caused this deed to be signed by their Presidents and their corporate seals to be hereunto affixed and the same to be attested by the signatures of their Secretaries, the day and year first above written.

ATTEST:

R. R. GERMAN
SECRETARY

LEHIGH VALLEY RAILROAD COMPANY OF NEW JERSEY.

BY A. M. WILLIAMS
PRESIDENT.

ATTEST:

R. R. GERMAN
SECRETARY

LEHIGH VALLEY RAILROAD COMPANY

BY: A. M. WILLIAMS
PRESIDENT.

U.S.R.S. \$40.50

STATE OF NEW YORK COUNTY OF NEW YORK SS: BE IT REMEMBERED, that on this 25th day of July in the year of our Lord one thousand nine hundred and forty (1940) before me, the subscriber, a Foreign Commissioner of Deeds for New Jersey in New York personally appeared R. R. German who, being by me duly sworn, does depose and make proof to my satisfaction, that he is the Secretary of LEHIGH VALLEY RAILROAD COMPANY OF NEW JERSEY party to the foregoing Deed; that he well knows the corporate seal of said Corporation; that the seal thereto affixed is the proper corporate seal of the said Corporation; that the same was so affixed thereto, and the said Deed signed and delivered by A. M. WILLIAMS who was, at the date and execution thereof, the President of the said Corporation, in the presence of deponent, as the voluntary act and deed of the said Corporation and that deponent thereupon signed the same as subscribing and attesting witness.

SUBSCRIBED AND SWORN TO BEFORE ME

H. R. GERMAN

THE DAY AND YEAR LAST ABOVE WRITTEN

HARRY FREDERICK

A FOREIGN COMMISSIONER OF DEEDS FOR NEW JERSEY IN NEW YORK.

COML. SEAL

STATE OF NEW YORK COUNTY OF NEW YORK SS: BE IT REMEMBERED, that on this 25th day of July in the year of our Lord One thousand nine hundred and forty (1940) before me, the subscriber, a Foreign Commissioner of Deeds for New Jersey in New York personally appeared R. R. German who, being by me duly sworn, does depose and make proof to my satisfaction, that he is the Secretary of LEHIGH VALLEY RAILROAD COMPANY party to the foregoing Deed; that he well knows the corporate seal of said Corporation; that the seal thereto affixed is the proper corporate seal of the said Corporation; that the same was so affixed thereto, and the said Deed signed and delivered by A. M. WILLIAMS who was, at the date and execution thereof, the President of the said Corporation, in the presence of deponent, as the voluntary act and deed of the said Corporation and that deponent thereupon signed the same as subscribing and attesting witness.

SUBSCRIBED AND SWORN TO BEFORE ME, THE DAY

H. R. GERMAN

AND YEAR LAST ABOVE WRITTEN.

HARRY FREDERICK

A FOREIGN COMMISSIONER OF DEEDS FOR NEW JERSEY IN NEW YORK

COML. SEAL

Received in the office and recorded Aug. 7, 1940 at 9.11 AM \$147.

//////////R.M.A.//////////

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1.



S

J,

MAURICE V. BRADY

Register of the County of Hudson,

do hereby Certify that the foregoing is a true and
correct copy of a certain DEED

as the same is on record in my Office in Book 1976
of DEEDS on Page 149 Etc.

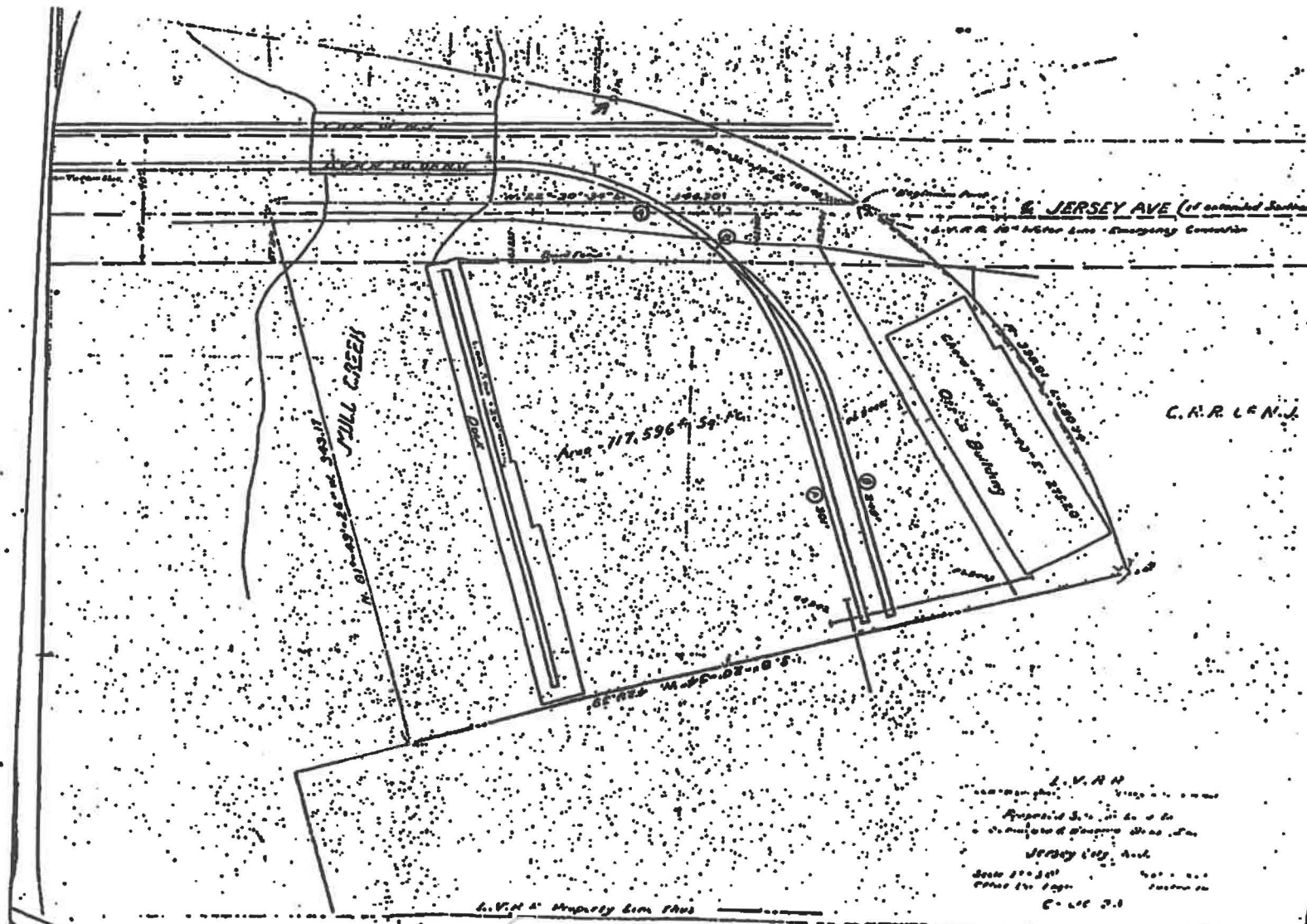


Witness my hand and seal of Office, the
day of SEPTEMBER
in the year of our Lord One thousand nine
hundred and SEVENTY SIX



Maurice V. Brady

Register



REGISTER'S OFFICE
HUDSON COUNTY, N. J.

Certified Copy of **A DEED**

LEHIGH VALLEY RAILROAD COMPANY OF N.J. et al's
to

SCHIAVONE-BONOMO CORPORATION

Fees, : \$ 14.00

7

DEEDS-1976

said corporation; and the seal affixed to said Instrument is such corporate seal and was there-
to affixed, and said Instrument signed and delivered by said President, as and for his vol-
untary act and deed and as and for the voluntary act and deed of said corporation, in presence
of deponent, who thereupon subscribed his name thereto as witness.

SWORN TO AND SUBSCRIBED BEFORE ME AT
RAYMOND, N.J. THE DATE AFORESAID.

ABRAHAM S. TURTLEBAUM

LEO TURTLEBAUM

ATTORNEY AT LAW OF N.J.

Received in the office and recorded August 7, 1940 9:34 AM #446.

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LEHIGH VALLEY RAILROAD COMPANY OF NEW JERSEY ET AL

DEED

TO

DATED

SCHIAVONE-BORGOMO CORPORATION

JULY 25, 1940

THIS INSTRUMENT, made the 25th day of July in the year One-thousand nine
hundred and forty (1940) Between the LEHIGH VALLEY RAILROAD COMPANY OF NEW
JERSEY, a corporation of the State of New Jersey, having its residence (principal office) at
No. 1 Exchange Place, in the City of Jersey City, County of Hudson and State of New Jersey, of
the first part, and the LEHIGH VALLEY RAILROAD COMPANY, a corporation of the State of Pennsyl-
vania, having its residence (principal office) at 425 Brighton Street, in the City of
Bethlehem, County of Northampton and State of Pennsylvania, lessee of the Lehigh Valley
Railroad Company of New Jersey, of the second part, and the SCHIAVONE-BORGOMO CORPORATION, A
corporation of the State of New Jersey, having its residence (principal office) in the City
of Jersey City, County of Hudson and State of New Jersey, of the third part,

WITNESSETH: THAT the said parties of the first and second parts, for and
in consideration of the sum of One dollar (\$1.00), lawful money of the United States of America,
and other valuable consideration, to them in hand paid by the said party of the third part,
at or before the executing and delivery of the presents, the receipt whereof is hereby acknowledged,
have granted, bargained, sold, aliened, remised, released, conveyed and confirmed,
and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm
unto the said party of the third part, and to its successors and assigns forever, ALL that
certain tract or parcel of land and land under water situate in the City of Jersey City, County
of Hudson and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the dividing line between lands of the Lehigh Valley
Railroad Company of New Jersey and lands of The Central Railroad Company of New Jersey where
the said dividing line would be intersected by the center line of Jersey Avenue if the same
were extended in a southerly direction, said point of intersection being distant one hundred
sixty and forty-five hundredths (160.45) feet, measured on a course of North forty-six degrees
thirty-two minutes thirty-four seconds East from a stone monument set in the aforesaid
dividing line; thence (1) northeasterly, along the said dividing line on a curve to the right
having a radius of three hundred ninety-nine and eighty-one hundredths (399.81) feet, an arc
distance of two hundred eighty and ninety-four hundredths (280.94) feet (chord bearing and
distance being north seventy-eight degrees twelve minutes forty-three seconds east, two

hundred seventy-five and twenty hundredths (275.20) feet to a stone monument; thence (2) south eight degrees twenty minutes thirty-four seconds West, along the easterly line of lands of the Lehigh Valley Railroad Company of New Jersey, a distance of four hundred twenty-nine and thirty-nine hundredths (429.39) feet to a point; thence through the lands of the Lehigh Valley Railroad Company of New Jersey, the following two courses and distances: (3) North eighty-one degrees forty-nine minutes twenty-six seconds West, three hundred forty-three and seventeen hundredths (343.17) feet to a point in the aforesaid center line of Jersey Avenue if the same were extended in a southerly direction; (4) North twenty-two degrees thirty minutes thirty-four seconds East, along the said center line, three hundred forty-six and thirty hundredths (346.3) feet to the point or place of beginning. Containing one hundred seventeen thousand five hundred ninety-six (117,596) square feet of land, more or less, and being shown outlined in green on the map hereto attached and made a part hereof entitled:

"L.V.R.R.

Leh-Vto. Div. Jersey City Terminal

Proposed Sale of Land To

L. Schiavone & Sonoma Bros., Inc.

Jersey City, N.J.

Scale 1"=50' Sept. 1, 1938

Office Div. Eng. Easton, Pa.

6 - 30 - 23"

Being part of the second described tract of land conveyed by the Easton and Imboy Railroad Company to the Jersey City Terminal Railway Company by deed dated December 6, 1890 and recorded in the Register's Office of the County of Hudson, N.J. on December 9, 1890 in Deed Book 520, page 73; the Lehigh Valley Railroad Company of New Jersey being by various mergers and consolidations the successor to the said Jersey City Terminal Railway Company.

EXCEPTING AND RESERVING unto the party of the first part, its successors and assigns, all railroad tracks and appurtenant material thereto situate upon the premises hereby conveyed.

EXCEPTING AND RESERVING ALSO unto the party of the first part, its successors and assigns, the ten (10) inch water main which extends across and under the premises hereby conveyed, together with the right, liberty and easement of forever maintaining, using, replacing and renewing said water main in its present location.

UNDER AND SUBJECT to any and all public or private rights in and to those portions of the premises hereby conveyed lying within the limits of Mill Creek as it now exists and lying within the limits of Jersey Avenue if the same were extended in a southerly direction, but nothing herein contained shall be construed as a dedication or recognition of said Jersey Avenue.

UNDER AND SUBJECT ALSO to the right of the New Jersey Bell Telephone Company to maintain and use a pole and wire line upon the premises hereby conveyed pursuant to agreement dated June 1, 1905 between the party of the first part and the New York and New Jersey Telephone Company, which agreement was assigned to the said New Jersey Bell Telephone Company by agreement dated March 4, 1929 between the party of the second part, New Jersey Bell Telephone Company and New York Telephone Company.

UNDER AND SUBJECT ALSO to the occupancy of the Public Service Electric

DEEDS-1976

and Gas Company and/or the New Jersey Bell Telephone Company of a pole and wire line upon the premises hereby conveyed.

UNDER AND SUBJECT ALSO to the terms of a permit dated March 29, 1934 or any continuing obligations or conditions thereof, given by the Board of Commerce and Navigation of the State of New Jersey to the party of the second part, granting permission to erect three travelling bridge cranes upon the premises hereby conveyed.

The parties hereto contemplate that the party of the third part shall have access to and from the premises hereby conveyed over that portion of the lands of The Central Railroad Company of New Jersey which would be within the confines of Jersey Avenue if the same were extended in a southerly direction, the parties of the first and second parts and their patrons and tenants having for over thirty years used said right of way for ingress and egress to and from the premises hereby conveyed and the party of the third part having been in possession of the property hereby conveyed for several years and having used said right of way for ingress and egress thereto. It is understood, however, that any and all covenants for title contained in this indenture shall not extend to or include such right of way or any rights thereto.

It is further understood and agreed by and between the parties hereto that nothing contained in this deed or nothing inherent in the physical location of the property hereby conveyed shall be construed as creating any easement or easements by necessity or otherwise, in favor of the party of the third part, or of the property hereby conveyed, and against the parties of the first and second parts or the property retained or hereafter acquired by said parties of the first and second parts.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

AND ALSO, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first and second parts, of, in or to the above described premises and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the third part, its successors and assigns forever, excepting and reserving, and under and subject as aforesaid.

AND the party of the first part does for itself and its successors, covenant and grant to and with the said party of the third part, its successors and assigns, that, it, the said party of the first part, has not done, caused, suffered or procured to be done, any act, matter or thing whereby the title of the said party of the third part, of, in and to the above granted, bargained and described land and premises or any part thereof can or may be changed, charged, altered or defeated in any way whatsoever, except as aforesaid.

THIS DEED is executed and delivered by the party of the second part for the purpose of conveying to the party of the third part, all the right, title and interest of the party of the second part in the lands hereinabove described by reason of a certain indenture of lease bearing date of June 17, 1914, from the Lehigh Valley Railroad Company of New Jersey to the party of the second part.

IN WITNESS WHEREOF, the said parties of the first and second parts have respectively caused this deed to be signed by their Presidents and their corporate seals to be hereunto affixed and the same to be attested by the signatures of their Secretaries, the day and year first above written.

ATTEST:

R. R. GERMAN
SECRETARY

LEHIGH VALLEY RAILROAD COMPANY OF NEW JERSEY.

BY A. M. WILLIAMS
PRESIDENT.

ATTEST:

R. R. GERMAN
SECRETARY

LEHIGH VALLEY RAILROAD COMPANY

BY: A. M. WILLIAMS
PRESIDENT.

U.S.R.R. \$40.30

STATE OF NEW YORK COUNTY OF NEW YORK SS: BE IT REMEMBERED, that on this 25th day of July in the year of our Lord one thousand nine hundred and forty (1940) before me, the subscriber, a Foreign Commissioner of Deeds for New Jersey in New York personally appeared R. R. German who, being by me duly sworn, does depose and make proof to my satisfaction, that he is the Secretary of LEHIGH VALLEY RAILROAD COMPANY OF NEW JERSEY party to the foregoing Deed; that he well knows the corporate seal of said Corporation; that the seal thereto affixed is the proper corporate seal of the said Corporation; that the same was so affixed thereto, and the said Deed signed and delivered by A. M. WILLIAMS who was, at the date and execution thereof, the President of the said Corporation, in the presence of deponent, as the voluntary act and deed of the said Corporation and that deponent thereupon signed the same as subscribing and attesting witness.

SUBSCRIBED AND SWORN TO BEFORE ME

R. R. GERMAN

THE DAY AND YEAR LAST ABOVE WRITTEN

HARRY FREDERICK

A FOREIGN COMMISSIONER OF DEEDS FOR NEW JERSEY IN NEW YORK.

COMAL SEAL

STATE OF NEW YORK COUNTY OF NEW YORK SS: BE IT REMEMBERED, that on this 25th day of July in the year of our Lord One thousand nine hundred and forty (1940) before me, the subscriber, a Foreign Commissioner of Deeds for New Jersey in New York personally appeared R. R. German who, being by me duly sworn, does depose and make proof to my satisfaction, that he is the Secretary of LEHIGH VALLEY RAILROAD COMPANY party to the foregoing Deed; that he well knows the corporate seal of said Corporation; that the seal thereto affixed is the proper corporate seal of the said Corporation; that the same was so affixed thereto, and the said Deed signed and delivered by A. M. WILLIAMS who was, at the date and execution thereof, the President of the said Corporation, in the presence of deponent, as the voluntary act and deed of the said Corporation and that deponent thereupon signed the same as subscribing and attesting witness.

SUBSCRIBED AND SWORN TO BEFORE ME, THE DAY

R. R. GERMAN

AND YEAR LAST ABOVE WRITTEN.

HARRY FREDERICK

A FOREIGN COMMISSIONER OF DEEDS FOR NEW JERSEY IN NEW YORK

COMAL SEAL

Received in the office and recorded Aug. 7, 1940 @ 9.11 AM \$447.

//////////R. M. L.//////////

////

1.



SS

MAURICE V. BRADY

Register of the County of Hudson,

do hereby Certify that the foregoing is a true and
correct copy of a certain DEED

as the same is on record in my Office in Book 1976
of DEEDS on Page 149 Etc.

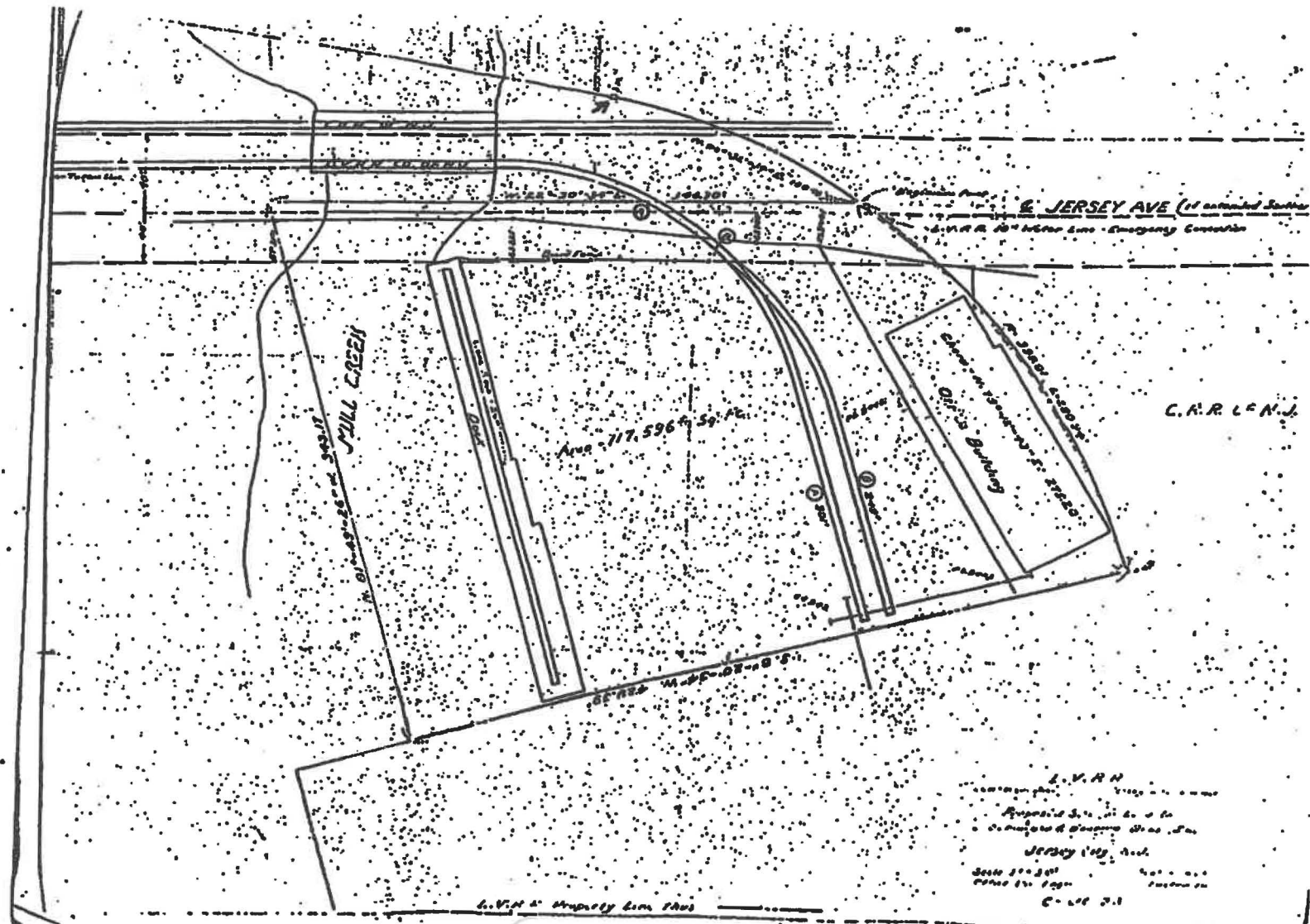


Witness my hand and seal of Office, the
day of SEPTEMBER
in the year of our Lord One thousand nine
hundred and SEVENTY SIX



Maurice V. Brady

Register



REGISTER'S OFFICE
HUDSON COUNTY, N. J.

Certified Copy of **A DEED**

LENIGH VALLEY RAILROAD COMPANY OF N.J. etals
to

SCHIAVONE-BONOMO CORPORATION

Fees, : \$ 14.00

8

This Indenture, Made the fifteenth _____ day of
October _____ in the year of our Lord one thousand nine hundred and forty-six

Between, WALTER P. GARDNER, solely as Trustee of the property of The
Central Railroad Company of New Jersey, Debtor, a corporation of the

STATE OF New Jersey, party _____ of the First Part,

And SEHIAVONE-BONOMO CORPORATION, a corporation _____

of the STATE OF New Jersey, party _____ of the Second Part,

Witnesseth, That the said Party _____ of the First Part, for and in consideration of the sum of

One (1) Dollar

lawful money of the United States of America, and other valuable consideration _____
to him _____ in hand well and truly paid by the said Party _____ of the Second Part, at or before
the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party _____ of the
First Part, being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened,
released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release,
enfeoff, convey and confirm unto the said Party _____ of the Second Part, and to its successors _____
and assigns forever:

All that certain

Tract or Parcel of land and premises, hereinafter particularly described, situate, lying and being in the
City _____ of Jersey City, _____ in the COUNTY OF
Hudson _____ AND STATE OF NEW JERSEY.

Beginning in the southerly line of a tract of land of The
Central Railroad Company of New Jersey at a point distant one hundred
forty-five feet and five tenths of a foot (145.5') on a bearing South
eighty-one degrees thirty-seven minutes twenty seconds East (S. 81° 37'
20"E.) from a stone monument marking the northeasterly corner of land
of the party of the second part acquired from The Lehigh Valley Rail-
road Company of New Jersey;

thence (1) North three minutes forty seconds East (N. 0° 03'
40"E.), through said land of said railroad company, three hundred and
sixty feet (360') to a point;

thence (2) South eighty-five degrees forty-five minutes East
(S. 85° 45'E.), still through said land of said railroad company, five
hundred fifty feet and forty-three one-hundredths of a foot (550.43')
to a point;

thence (3) South six minutes West (S. 0° 06'W.), still through
said land of said railroad company, four hundred feet (400') to a point
in the aforesaid southerly line of said land of said railroad company;

thence (4) North eighty-one degrees thirty-seven minutes
twenty seconds West (N. 81° 37' 20"W.), along said southerly line, five
hundred fifty-four feet and fifty-two one-hundredths of a foot (554.52')
to the point or place of beginning;

containing four acres and seven hundred and ninety one
thousandths of an acre (4.790 Ac.) of land.

This conveyance is made and accepted subject to the rights of the public, if any, in and to streets, if any, adjacent to or crossing the lands herety conveyed.

This conveyance is made pursuant to Order No. 385 of the United States District Court of the District of New Jersey, in proceedings No. 29778 for the reorganization of a railroad entitled "In the Matter of The Central Railroad Company of New Jersey, Debtor."

This conveyance is also made pursuant to a Certificate of Approval dated October 8, 1946 issued by the Board of Public Utility Commissioners of the State of New Jersey, pursuant to R.S. 48:3-7.

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in any wise appertaining.

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said Party of the First Part, of, in and to the same, and of, in and to every Part and Parcel thereof.

To Have and To Hold, all and singular the above described land and premises, with the appurtenances unto the said Party of the Second Part, its successors and assigns to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns forever.

In Witness Whereof the said party of the First Part has hereunto set his hand and seal the day and year first above written.

Walter P. Gardner, solely as Trustee of the property of The Central Railroad Company of New Jersey

Walter P. Gardner (L.S.)

Walter P. Gardner

Signed, sealed and delivered in the presence of:

Jane L. Delaney
Jane L. Delaney



HLK. *HLK*
AMZ. *amz*
RET. *RET*

STATE OF New York

COUNTY OF New York

That on this

day of

November

in the year of our Lord one thousand nine hundred and forty-six

before me, the subscriber, a Master in Chancery of New Jersey Personally appeared Walter P. Gardner, Trustee of the property of The Central Railroad Company of New Jersey, who I am satisfied is the Grantor named in the foregoing Indenture, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

BE IT REMEMBERED

Earle J. Harrington
Master in Chancery of New Jersey
Earle J. Harrington

823.50.003.5088

108663 644

Walter P. Gardner, solely
as Trustee of the property
of The Central Railroad
Company of New Jersey

TO

Schiavone-Bonomo Corp.

Indexed under County Block No. 823

DEED

office of

Received in the

the County of

on the

A. D., 19

day of

, at o'clock in the

noon, and recorded in book

of DEEDS for said County on pages.

Register of Hudson County

N. J. Realty

ENTERED

INDEXED

RECEIVED

HUDSON COUNTY, N. J.

1947 JUL 23 AM 9:05

REGISTER'S OFFICE

9A

P-2A Ident
dm 4/8/03

LEASE

No. 8093

This Agreement, made as of January 12, 19 66,

between THE CENTRAL RAILROAD COMPANY OF NEW JERSEY, a corporation of the State of New Jersey,

party of the first part, herein called the LESSOR, and SCHIAVONE-BONOMO CORPORATION, a corporation of the State of New Jersey,

party of the second part, herein (whether one or more persons) called the LESSEE.

WITNESSETH:

That the Lessor, by these presents hereby leases unto the Lessee for the term of one (1) year from the first day of December 19 65, and to continue thereafter subject to thirty (30) days written notice of termination by either party at the annual rental of Seven Hundred Eighty Dollars (\$780.00) payable in equal installments in advance at the office of the Lessor, Jersey City Terminal, Jersey City, New Jersey, on the first day of

in each and every month during the continuance of this lease, all that certain plot of ground situate in the City of Jersey City, County of Hudson and State of New Jersey as shown outlined in red on Plan No. 6479-L-6 dated January 10, 1966 hereto attached and hereby made a part hereof.

EXCEPTING AND RESERVING to the Lessor the right to keep, maintain and use for railroad operations the track crossing the southeasterly corner of the demised premises.

TO HAVE AND TO HOLD the premises unto the Lessee for the said term, subject to the payment of said rent reserved; and the Lessee hereby covenants and agrees, all of which covenants shall be deemed to be strict legal conditions, to and with the Lessor, as follows:

1. To pay to the Lessor the rent reserved as aforesaid as the same becomes due; and to pay, in addition, and as part of the rental hereof, all taxes, assessments and all charges for gas, electricity and water which shall be levied or assessed against the demised premises and against any and all improvements now or hereafter owned, erected or constructed on said premises by the Lessee.

2. The Lessee shall not assign this lease, in whole or in part, nor underlet the premises, or any part or portion of the same, or mortgage or otherwise encumber the said term or any part thereof or any structure thereon, without the written consent of the Lessor.

3. The Lessee hereby waives all right to the benefit of any law of the State of New Jersey now or hereafter made, exempting any property upon the premises or elsewhere belonging to the Lessee from distress and sale for arrears of rent.

4. The premises shall be used only for the purpose of handling and storage of scrap iron and scrap metals.

5. The Lessee shall not erect or maintain, or permit to be erected or maintained, any building, platform or obstruction of any kind less than 10 feet from the center line of any railroad track on or adjacent to the premises:

6. The Lessee shall and will at the sole cost and expense of the Lessee, comply with all Federal, State and Municipal laws, ordinances, regulations and requirements affecting the use of the premises by the Lessee including any appurtenant sidewalks, driveways and curbs.

7. It being understood by both parties hereto that the premises are in dangerous proximity to the tracks and other property of the Lessor, and that there is danger of injury or destruction by fire or other causes incident to the operation of a railroad, the Lessee accepts this lease subject to such danger and agrees to and does remise, release and discharge the Lessor from all claims or actions for damages arising from the construction, location or operation of the railroad and its appurtenances.

8. The Lessee agrees to indemnify and keep harmless the Lessor from any and all liability for loss of life or personal injury or property damage to, and from loss, damage, costs, charges and expenses to the person or property of any person, firm or corporation (including the parties hereto and their officers, agents and employees) which the Lessor may suffer or be in anywise subjected to arising out of, resulting from, or in any manner caused by the use, condition or occupancy of the above premises, including any appurtenant sidewalks or driveways, ~~except as provided in the next paragraph.~~

9. ~~The Lessor shall be liable for all loss or damage not caused by the negligence of the Lessee, which may occur to any car or cars on the siding adjacent to or located on the hereinabove demised premises while they are being placed thereon or being removed therefrom, and the Lessee shall be similarly liable for any cars placed thereon for purposes of Lessee's business after such cars have been placed thereon and until the Lessor is notified to remove the same after they have been loaded or unloaded as the case may be.~~

10. If the Lessee, at any time during the continuance of this lease, shall become insolvent, bankrupt, or make an assignment for the benefit of creditors, or a bill in equity is filed for the appointment of a trustee or a receiver for the Lessee, or the heirs, successors, or assigns of Lessee, then and in such event, the Lessor may, at its option, declare this lease forfeited and re-enter upon and take possession of the premises without any liability therefor, and have and enjoy the premises free, clear and discharged of this lease and of all rights of the Lessee therein.

11. The Lessee, prior to any termination of this agreement, shall remove all equipment, materials, improvements and structures owned or placed by Lessee on the premises and upon termination deliver to the Lessor peaceable possession of the premises in as good condition as the same now are, ~~reasonable wear and tear and damage by accident are excepted.~~ Should the Lessee fail to make such removal, then the Lessor may, at its option, either remove said equipment, materials, improvements, and structures and restore the premises to substantially their former condition at the sole cost and expense of the Lessee or may take and hold the said equipment, materials, improvements and structures as its sole property.

officers, agents and employes) and from and against any and all claims, demands, liabilities, or actions for such loss, injury or damage caused by or growing out of the use of said driveways and the crossing of said tracks as aforesaid, whether attributable to the fault, failure or negligence of the Lessor, or otherwise. It being further understood and agreed by and between the parties hereto that the Lessor shall not be required to maintain said driveways and crossing.

12. Any notice herei provided to be given by the Lessor to the Lessee shall be deemed to be properly served if delivered to the Lessee or any person occupying the premises, or possessed of any part thereof, or mailed by United States registered mail, addressed to the Lessee's last known place of business.

13. The Lessee agrees to deliver up peaceable possession of the premises to the Lessor at any time after November 30, 1966, upon receiving thirty (30) days written notice so to do from the Lessor, notwithstanding the fact that the Lessee may have been paying rent after the expiration of the term hereinabove created, and but for this covenant, would be in the position of a tenant from year to year. Should the Lessee fail to keep and perform any of the covenants of this lease, the Lessor may at its option declare this lease forfeited and at an end and re-enter upon the premises and evict and remove the Lessee.

to sell the demised premises or
Provided that it is expressly understood and agreed between the parties hereto that, should the Lessor desire/ to have the premises for its own use at any time during the continuance of this lease, it may enter upon and take possession of the same after giving ninety (90) days notice of its intention so to do, and in such event, any rent paid in advance shall be refunded to the Lessee for that portion of the term unexpired at the time Lessor so enters upon and repossesses itself of the premises.

14. The Lessee shall keep the premises in a clean and presentable condition at all times and shall not permit the accumulation of refuse or inflammable materials whereby the hazard of fire might be increased.

15. No waiver by the Lessor of default in any of the covenants and conditions hereof to be performed and observed by the Lessee shall be construed as a waiver of any subsequent default of any of the terms or covenants herein contained.

16. This lease is made and accepted subject to the right of the Lessor and others to keep and maintain and use any pole, wire, pipe lines and drainage facilities located on or crossing the demised premises.

17. It is hereby understood and agreed by and between the parties hereto that the Lessee shall have the non-exclusive right and privilege to use the existing driveways of the Lessor for ingress and egress to and from the demised premises and to cross the sidetracks of the Lessor, and for and in consideration of the right and privilege herein and hereby accorded the Lessee agrees to release, indemnify, protect and save harmless the Lessor, its successors or assigns, from all costs or expenses resulting from any and all loss of life or property or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective
(continued on insert)

This agreement shall inure to the benefit of and shall bind the parties hereto and their respective ~~heirs, executors, administrators, successors, and assigns.~~

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly and properly executed as of the day and year first above written.

ATTEST:

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY

By:

R. J. Hamlin

Property Manager

SCHIAVONE-BONOMO CORPORATION

By:

Emanuel J. Schiavone

President

APPROVED
AS TO FORM
PHYSICAL CONDITIONS
TERMS & CONDITIONS

sgt

ATTEST:

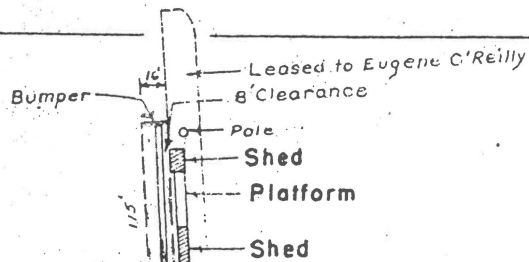
Harold V. Bonomo

Secretary

CITY OF JERSEY CITY
HUDSON COUNTY, N.J.

6479

L-6



JERSEY AVE. YARD

Fence

SCHIAVONE - BONOMO CORP.

Henderson Street Branch

Schiavone - Bonomo Corp. Washburn Bros. Co.

C. R. R. CO. OF N. J.
JERSEY AVE. YARD
JERSEY CITY, N. J.

LAND TO BE LEASED TO SCHIAVONE BONOMO CORP.
Scale: 1"=100' Office of PROPERTY MANAGER
Jersey City N.J. JAN. 10, 1961

Land to be leased to Schiavone-Bonomo Co shown thus: L

GENERAL CONTRACT RECORD

REG. NO. **240 893**

REGISTERED **NOV 19 1900**

COMMISSIONS X

CALENDAR X

MODIFICATION AGREEMENT

240 893

Page 1 of 2

240 893

EFFECTIVE DATE: July 1, 1987

Lease No.: 294018527

Lessee: SCHIAVONE BONOMO

Date of Original Lease: 110180

Location: JERSEY CITY N J

IT IS MUTUALLY AGREED BETWEEN THE PARTIES HERETO THAT SAID LEASE IS MODIFIED AS FOLLOWS:

1. The rent provided in the lease as the current base rent shall, on an annual basis, be changed by the same percentage change as reflected in the "Consumers Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1967 = 100) specified for "All items - United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (The Index). In no event, however, shall the rent be less than the base rent payable on the date of this modification.

The current base rent shall be changed in accordance with the following:

- (a) The current base rent shall be adjusted annually, commencing July 1, 1988.
- (b) Each adjustment shall be made with reference to the price index for the fourth month immediately preceding the effective date of each adjustment (Current Price Index).
- (c) Each such adjustment shall be made by determining the percentage change of the then Current Price Index over the price index for the full calendar month of the effective date of this Modification (Base Price Index).
- (d) Such percentage shall be computed by (i) obtaining the difference between the Current Price Index and the Base Price Index and (ii) dividing such difference by the Base Price Index.
- (e) The percentage thus determined shall be multiplied by the then applicable current base rent hereinabove set forth, and the product thus determined shall represent the change payable in addition to the fixed minimum rent until a subsequent adjustment shall be made under this section.

RECEIVED

JUN 11 1987

RECEIVED
JUN 11 1987
JUN 11 1987

9B

MODIFICATION AGREEMENT

Page 2 of 2

In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula, or table for converting the index as may be published by the Bureau of Labor Statistics or, if said bureau shall not publish the same, then as shall be reasonably determined by landlord.

2. All other terms and conditions of said lease shall remain in full force and effect.
3. Please sign the original and duplicate of this modification agreement to indicate your understanding and acceptance of the foregoing.

As to Lessor
Witness:

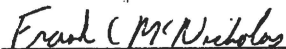
CONSOLIDATED RAIL CORPORATION

By: 

As to Lessee
Witness:

SCHIAVONE BONOMO

By: 



Page 2

240 893

LEASE AGREEMENT

Landlord's Rental
Account Number:
29-40185

1. This Lease is dated this 3rd day of Nov., 1980.

2. **Landlord** The Landlord is CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation having a mailing address at 744 Broad Street, Suite 423, Newark, N. J. 07102
(Rent must be sent with Rental Account Number to Box 8538-230, Phila., PA 19171, as provided in Section 13.1.)

3. **Tenant** The Tenant is SCHIAVONE-BONOMO CORPORATION, a Corporation of the State of New Jersey having a mailing address at Foot of Jersey Ave., Jersey City, N. J. 07302

4. **Premises** The demised premises (herein called the "Premises") are located at Landlord's Jersey Avenue Yard in the City of Jersey City in the County of Hudson and State of New Jersey, as more fully described on Exhibit A to this Lease.

5. **Term** The term of this Lease shall commence November 1, 1980, and shall end upon thirty (30) days written notice from either party to the other party.

6. **Rent** The rent shall be Forty-Eight Hundred Dollars (\$4,800.00) per annum, payable in equal Quarterly installments of Twelve Hundred Dollars (\$1,200.00) in advance on the first day of each Nov., Feb., May & Aug., as further provided in Section 13.1.

7. **Use** Tenant shall use the Premises for parking of tenant's vehicles and storage and handling of scrap iron and metals and for no other purpose.

8. **Deposit** A security deposit of Four Hundred Dollars (\$400.00) shall be required as more fully described in Section 31.

9. **Fire Insurance** Fire insurance on the Premises shall be required in an amount equal to Dollars (\$) which represents 80% of the actual cash value of all structures and improvements located on the Premises, as more fully described in Section 23.1.

10. **Entire Agreement** The entire agreement between the parties is set forth in this Lease, and there are no understandings or representations of any kind between the parties other than as set forth herein.

11. **Demise** Landlord demises the Premises to Tenant, and Tenant takes same from Landlord subject to the terms, covenants, and conditions of this Lease.

12.1 **Reserved Facilities** Landlord may operate a railroad and related transportation services on or adjacent to the Premises. For the purposes of this Lease, the term "Reserved Facilities" means existing track or tracks, pipes, conduits, tunnels, electric communication or signal transmission lines and poles and guys for such lines and any other facilities of similar nature on, above, or below the ground. Landlord reserves the right and easement to operate, maintain, repair, replace, reconstruct, augment, or relocate any Reserved Facilities existing within or adjacent to the Premises. This Lease is subject and subordinate to any right Landlord or any licensee of Landlord might have in the Reserved Facilities and in any thoroughfare which may traverse the Premises. Tenant shall do nothing which might interfere in any way with the maintenance or operation of the Reserved Facilities, or the rights of Landlord's licensees with respect to the Reserved Facilities.

12.2 **Clearances** Tenant shall maintain standard clearances for all railroad tracks on or adjacent to the Premises. Such clearances shall be twenty feet (20') in width measured ten feet (10') on each side from the center line of any track, increased one and one-half inches (1 1/2") for each degree of curvature. If Landlord shall promulgate rules requiring other or greater clearances, Tenant shall comply with such rules upon receipt of written notice thereof, including any additional clearance requirements specified in Exhibit A to this Lease. All such clearance areas shall be kept free of any obstruction.

13.1 **Rent Covenants** Tenant agrees to pay the rent provided for in Section 6 of this Lease and all additional rent without prior demand and without setoff, recoupment or counterclaim, to Landlord at P.O. Box 8538-230, Philadelphia, PA 19171, or at such other place as Landlord may designate from time to time. Rent checks must be accompanied by the Landlord's Rental Account Number to be properly credited. Payment of rent shall be deemed to have been made on the date of receipt at the above address provided that the payment has been properly identified by the Landlord's Rental Account Number. Remittance to an incorrect address, or without accompanying Rental Account Number information, could delay proper crediting of the payment, invoking the service charge provided for in Section 13.5 below.

13.2 Landlord may apply each payment when received in such order as Landlord might determine. No payment shall operate as an accord and satisfaction, notwithstanding any statement or endorsement accompanying such payment.

13.3 The term "rent" shall include any items referred to as additional rent in this Lease.

13.4 It is the intention of the parties that the rent shall provide an absolutely net return to Landlord during the term of this Lease, and all costs, expenses and obligations of every kind and nature relating to the Premises shall be paid by Tenant.

13.5 If Tenant does not pay rent on the day when due and such failure shall continue for ten (10) days, Tenant shall pay to Landlord a service charge at the rate of 1% per month on the amount of such rent for each month or portion of a month that the same shall remain unpaid; provided, however, that such service charge shall in no event be less than Twenty-Five Dollars (\$25.00).

14.1 Taxes Throughout the term of this Lease ~~Tenant shall pay, as additional rent, all real estate taxes and assessments, ordinary or extraordinary, foreseen or unforeseen, imposed upon or assessed against the Premises under any present or future laws. In addition, Tenant shall pay, as additional rent, all taxes or assessments imposed or assessed against any improvements made by Tenant, or any trade fixtures or other property of Tenant, real or personal, located on the Premises. Such payments shall be made by Tenant to Landlord within ten (10) days after receipt of invoices from Landlord, unless Landlord directs that payment is to be made to the taxing or assessing authority. If the Premises are not taxed as a separate parcel but are taxed as part of a larger tract or parcel, Tenant shall pay an equitable portion of the taxes and assessments, as determined by Landlord, upon the whole tract or parcel of which the Premises is a part. Such portion of taxes and assessments shall be based upon the relation of the assessed value of the Premises to the assessed value of the entire tax parcel.~~

14.2 Utilities Throughout the term of this Lease Tenant shall pay all charges for water, sewer, and sprinkler service, and for all other utilities utilized by Tenant, or supplied to the Premises. All payments required by this Section 14.2 shall be payable directly to the billing entity, unless otherwise specified by Landlord in writing to Tenant. Specific information on meter billings payable by Tenant may be set forth in Exhibit A.

14.3 Tenant shall not obtain any utility service from any of Landlord's facilities without the prior written consent of Landlord. Tenant shall pay to Landlord, as additional rent, at reasonable rates as determined by Landlord and within ten (10) days of billing therefor, any utility costs incurred by Landlord as a result of Tenant's use or occupancy of the Premises, and any reasonable service charge imposed by Landlord to compensate Landlord for the cost of handling same.

14.4 All charges payable under this Section 14 directly to a taxing authority or billing entity shall be paid before the last date on which such charges are payable at a face amount without the addition of penalty or interest, and evidence of payment of such charges shall be delivered to Landlord within thirty (30) days after payment thereof.

15.1 Condition of the Premises Tenant has inspected the Premises and accepts them in their condition existing on the date of initial occupancy under this Lease. Landlord makes no representations as to the condition, utility, zoning, or fitness of the Premises for the use set forth in Section 7.

15.2 Tenant to Maintain Tenant shall at its own cost and expense place and maintain the Premises in good order, repair and safe condition, suffering no waste or injury thereto. Tenant shall be responsible for the interior and exterior of all buildings now or hereafter erected on the Premises, including without limitation the roof and all structural portions of such buildings, all pipes or other utility connections, all fixtures, machinery and equipment now or hereafter belonging to or connected with the Premises, or used in their operation, and all paved areas, sidewalks, retaining walls, driveways, curbs, culverts and other improvements. Tenant's obligation to maintain the Premises shall include repairing or replacing portions of the Premises destroyed or damaged by any cause, ordinary or extraordinary, foreseen or unforeseen. Tenant shall not permit the accumulation of waste or refuse matter. Tenant shall keep the sidewalks and roadways on or abutting the Premises free from snow and ice.

16.1 Alterations and Improvements Tenant shall not make any alterations, additions or improvements, including any changes of the existing grade or topography (referred to herein as "Alterations") in or to the Premises without the prior written consent of Landlord. Any Alterations made by Tenant upon the Premises shall become the property of Landlord and shall be surrendered to Landlord upon termination of this Lease, **provided**, however, that Landlord shall retain the option, exercisable any time prior to the termination of this Lease, to require Tenant to remove any such Alterations at Tenant's expense upon reasonable written notice, and to return the Premises to substantially its condition prior to the making of such Alterations.

16.2 Tenant's Trade Fixtures For the purposes of this Lease the term "trade fixtures" shall be limited to machinery and equipment (a) provided by Tenant for use in the operation of its business upon the Premises, and (b) not so affixed to the Premises that they cannot be removed without permanent and irreparable damage to the Premises. Tenant may install, maintain, repair and replace such trade fixtures in the Premises as Tenant deems necessary for its business, provided that such trade fixtures shall be maintained in an orderly manner and safe condition. Upon termination of this Lease, provided that Tenant is then in full compliance with all the terms and conditions of this Lease, Tenant shall remove all of its trade fixtures from the Premises and shall repair any damage to the Premises caused by such removal. If Tenant shall fail to so remove any trade fixtures, Landlord may treat the same as abandoned and may dispose of the same as Landlord in its sole discretion deems advisable at the cost and expense of Tenant.

17. Compliance with Law Tenant shall, at its own expense, promptly comply with all present and future laws, regulations and orders of all governmental entities and authorities affecting the Premises.

18. Mechanic's Liens If any mechanic's lien or other lien, charge, or order for the payment of money shall be filed against Landlord, the Premises, or any portion thereof by reason of labor or material furnished to, or work ordered by or on behalf of Tenant, Tenant shall indemnify and save Landlord harmless against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

19. Assignment and Subletting Tenant shall not assign or sublet the Premises or any part thereof, or suffer any security interest to attach thereto.

20. Right of Entry Tenant shall permit Landlord or its agents to enter the Premises, for the purpose of inspecting the Premises at all reasonable times. Landlord reserves the right to post in a conspicuous place on the Premises, "for rent" or "for sale" signs. Landlord may also show the Premises to persons interested in leasing or purchasing the same.

21. Signs Tenant shall not erect any signs or advertising upon the Premises.

22.1 Indemnity and Liability Tenant shall relieve, indemnify, and defend Landlord against and from all expenses, damages, actions, fines, penalties, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of itself, or of any person, entity or governmental authority whatsoever arising out of

(a) any failure by Tenant to perform any of the agreements, terms, covenants or conditions of this Lease on Tenant's part to be performed, or

(b) any accident, bodily injury, death or property damage that happens in or about the Premises or appurtenances thereto or on or under the walkways, roadways, sidewalks, curbs or loading areas contiguous thereto, however occurring, and any matter growing out of the condition, occupation, maintenance, alteration, repair, use or operation of the Premises or appurtenances thereto or any part thereof, or of the walkways, roadways, sidewalks, curbing, and loading areas contiguous thereto during the term hereof.

22.2 For the purposes of this Section the term "Landlord" shall include not only the Landlord named herein but also any parent, subsidiary or affiliate of Landlord, or its or their agents, servants or employees.

22.3 Tenant shall comply with all regulations, recommendations, rules and requirements of any Board of Underwriters, any insurance company insuring the Premises or Landlord promulgated for the purpose of preventing fire or casualty damage. Tenant shall not permit any article to be brought, or permit any act to be done, upon the Premises which would cause the cancellation of any policy of insurance thereon or increase the rates for such insurance beyond those normally charged for similar properties used for the purposes herein authorized. Without limiting the generality of the foregoing, Tenant shall not use or keep gasoline in any form upon the Premises except such as may be stored in the tanks of automotive equipment otherwise permitted to be upon the Premises for use in the conduct of Tenant's permitted business thereon. Tenant shall not store any dangerous or highly flammable materials or other hazardous materials upon the Premises without the prior written consent of Landlord and any such materials shall be stored in properly protected facilities. Any such storage shall be in compliance with the requirements of the Occupational Safety and Health Administration, or any other regulatory body having jurisdiction.

23. Insurance Throughout the term of this Lease and any continuation thereof Tenant shall provide and maintain in effect, in form acceptable to Landlord, a policy or policies of comprehensive general liability insurance including contractual liability covering the liability assumed by Tenant under the provisions of Section 22 of this Lease. Such insurance shall be in limits of not less than Two Hundred Fifty Thousand Dollars (\$250,000) for death or bodily injury for each occurrence, and One Hundred Thousand Dollars (\$100,000) for property damage for each occurrence. Such insurance shall be maintained in solvent insurance companies licensed to sell such insurance in the state in which the Premises are located and satisfactory to Landlord. If required by Section 9 of this Lease or if requested by Landlord subsequent to the date hereof Tenant shall obtain and maintain fire insurance with extended coverage and vandalism and malicious mischief endorsements on the Premises and all structures and improvements erected thereon, naming Tenant and Landlord as their interests may appear as co-insureds with limits, companies and form acceptable to Landlord. Tenant shall further maintain in effect throughout the term of this lease such other insurance against such other hazards as Landlord may reasonably require from time to time. All insurance policies maintained by Tenant covering the Premises, including but not limited to contents, fire, liability and casualty insurance, shall expressly waive any right of subrogation on the part of the insurer against Landlord. Tenant hereby releases Landlord from all liability for loss or damage which may be inflicted upon the property of Tenant or property in the possession of Tenant even if such loss or damage shall be caused by the fault or negligence, ordinary or gross, of Landlord. Upon request by Landlord Tenant shall furnish to Landlord complete copies of all insurance policies maintained by or for Tenant with evidence of payment of premiums. All of such policies shall be endorsed to provide not less than ten (10) days prior notice to Landlord of any cancellation thereof and of any material change in coverage.

24.1 Fire and Damage Damage by fire or other casualty to any Alterations (as defined in Section 16.1) erected by Tenant upon the Premises shall not cause an abatement of rent hereunder.

24.2 Damage or destruction by fire or other casualty of any part or all of the buildings existing on the Premises at the commencement of the term of this Lease or erected thereon by Landlord shall be treated as follows:

(a) If such damage or destruction shall be of such an extent that the remainder of the Premises is not rendered untenable thereby, Tenant shall obtain estimates of the cost of repair and restoration thereof and submit the same to Landlord. Within a reasonable time after receiving such estimates Landlord shall advise Tenant of its approval or disapproval thereof. If Landlord approves such estimates, Tenant shall repair and restore the Premises to their condition existing immediately prior to such fire or other casualty and Landlord will reimburse Tenant for the cost of such restoration to an extent not exceeding the proceeds of fire insurance received by Landlord. During such restoration or repair, no rent shall abate. Any excess fire insurance proceeds above the cost of restoration or repair of the Premises shall be the property of Landlord. If Landlord does not approve the estimated cost of such restoration Tenant may thereupon terminate this Lease and surrender the Premises to Landlord.

(b) If such damage or destruction shall be so extensive that the Premises becomes unusable, rent shall be apportioned up to the date of the damage and Landlord at its option may either restore and repair such building or buildings or notify Tenant that Landlord declines to restore or repair such buildings. If Landlord declines to restore or repair such buildings Tenant may surrender this Lease whereupon this Lease will terminate. If Landlord elects to restore, rebuild or repair such buildings rent shall abate until such time as the restoration, repair or rebuilding is completed to such an extent that Tenant may resume its operations of its permitted business on the Premises. If Tenant shall be required to maintain fire insurance upon the Premises Tenant shall assign the right to receive all proceeds of such insurance to Landlord for the purpose of restoring and rebuilding any such damaged buildings.

25. Condemnation If all or any substantial part of the Premises shall be acquired or condemned by any entity having the right of eminent domain for any public or quasi-public use or purpose, the term of this Lease shall cease from the date on which title vests in the condemnor. In such event Tenant shall have no claim for the value of any unexpired term of this lease and Tenant hereby assigns to Landlord any claim for loss of Tenant's leasehold interest.

26. End of Term Upon termination of this Lease Tenant shall surrender the Premises to Landlord broom clean and in the same condition in which Tenant is required to maintain same. On the date of such surrender Tenant shall have removed all trade fixtures and other property of Tenant, all debris, and those Alterations which pursuant to Section 16 Landlord has elected to have removed, and Tenant shall have repaired all damage caused by such removal. After any failure by Tenant to comply with this Section Tenant shall be a tenant-at-will, subject to all of the terms, conditions and covenants of this lease, and Tenant agrees to pay rent hereunder equal to 150% of the rental rate in effect at the time of termination, plus all charges herein reserved as additional rent, unless and until Landlord notifies Tenant in writing that a lesser rent shall be in effect.

27. Subordination At the option of Landlord this Lease is and shall be subject and subordinate to any and all ground or underlying leases and to any and all mortgages which may now or hereafter affect the Premises or this lease or the real property of which the Premises form a part.

28. Inability to Perform The liability of Tenant for rent and all other covenants and conditions of this Lease shall not be affected or reduced by any failure of Landlord to perform any of its obligations under this Lease or to supply any service whether specifically required herein or not.

29.1 Default Each of the following events shall be an Event of Default hereunder by Tenant and a breach of this Lease:

(a) If Tenant files a petition for bankruptcy or insolvency, reorganization, or arrangement under the laws of the United States or of any state or voluntarily takes advantage of any such law or act by answer or otherwise or is dissolved or makes an assignment for the benefit of creditors.

(b) If involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of a corporation are instituted against Tenant or if a receiver or trustee is appointed of all or substantially all of the property of Tenant and such proceedings are not dismissed or such receivership or trusteeship is not vacated within thirty (30) days after such institution or appointment.

(c) If Tenant defaults in the payment of basic or additional rent for a period of five (5) days after notice.

(d) If Tenant defaults in the performance of any of the agreements, terms, covenants, or conditions hereof on Tenant's part to be performed.

29.2 Correction by Landlord Landlord at its option may, but shall not be obligated to, make any payment required of Tenant herein, or comply with any agreement, term, covenant or condition, required hereby to be performed by Tenant, and the amount so paid, together with interest thereon at the rate of one percent (1%) per month from the date of such payment by Landlord, shall be deemed to be additional rent hereunder payable by Tenant and collectible as such by Landlord with the next succeeding monthly installment of rent. Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default. Any such performance by Landlord shall not be deemed to terminate the Lease or suspend Tenant's obligations hereunder.

29.3 Landlord's Remedies Upon occurrence of an Event of Default, in addition to any other rights and remedies Landlord may have under this lease and at law and in equity, Landlord shall have the following rights:

(a) **Re-Entry and Reletting** Peaceably to re-enter the Premises and remove all persons and all or any property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law, or, by self help, without being liable for indictment, prosecution or damages.

(b) **Termination** To terminate this Lease and the term hereby created forthwith.

(c) **Amicable Ejectment** If this Lease shall be terminated as provided in this Section 29 or upon termination of this Lease for any other reason, it shall be lawful for any Prothonotary or attorney as attorney for Tenant to sign an agreement for entering in any competent court a confession of an amicable action and judgment in ejectment for possession and costs and other charges payable by Tenant (without any stay of execution or appeal) against Tenant and all persons claiming under Tenant for the recovery by Landlord of the possession of the Premises, for which this Lease shall be a sufficient warrant.

29.4 Remedies Cumulative No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

29.5 No Waiver No waiver by Landlord of any breach of Tenant's obligations, agreements or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach. No failure by Landlord to bill Tenant for any amounts due under this lease shall be used as an estoppel, or construed as a waiver of the right of Landlord to collect such sums.

30. Notices Every notice, approval, consent or other communication authorized or required by this Lease shall be effective only if the same shall be in writing and sent postage prepaid by United States Mail directed to the other party at its address indicated in Section 2 or 3 of this Lease, or such other address as either party may designate by notice given from time to time. Notice to Tenant may be given by posting on the Premises.

31. Deposit Covenants The security deposit posted by Tenant under the terms of Section 8 of this Lease shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this lease, and may be applied by landlord, as it may elect, on account of the foregoing. Should any part of such deposit be so applied, Tenant shall promptly upon receipt of notice thereof pay to Landlord such amounts as may be necessary to restore such deposit to the amount set forth in Section 8.

32.1 Modifications No change or modification of any of the covenants, terms or conditions hereof shall be valid unless in writing and signed by the parties hereto.

32.2 Binding on Successors The covenants and agreements herein shall inure to the benefit of and be binding upon the successors, heirs, executors, administrators and assigns of the parties hereto respectively; provided, however, that this Lease shall not be assigned by Tenant.

32.3 No Covenant for Quiet Enjoyment Nothing herein contained shall imply or import a covenant on the part of Landlord for quiet enjoyment.

32.4 Severability The provisions of this Lease are severable and it is the intention of the parties hereto that if this Lease cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Lease shall be given full force and effect as completely as if the part or parts held invalid had not been included therein.

32.5 Paragraph Headings Paragraph headings used herein are placed for reading convenience and shall not have any other meaning, implication or purpose, legal or otherwise.

32.6 State Approval To the extent required by law, this Lease shall be subject to the approval, if necessary, of any State Commerce Commission, Board of Public Utility Commissioners, Public Service Commission or any such state body as may have jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth in Section 1.

As to LANDLORD:

E. R. M. Laughlin

CONSOLIDATED RAY CORPORATION

By: *[Signature]*
330 Acting Manager-Real Estate

As to TENANT: Witness:

[Signature]

SCHIAVONE-BONOMO CORPORATION

By: *[Signature]*



(Seal)

EXHIBIT A

TO LEASE AGREEMENT dated Nov. 3 19 80

between CONSOLIDATED RAIL CORPORATION
(Landlord)

and SCHIAVONE-BONOMO CORPORATION
(Tenant)

1. **Premises and Improvements Described** The Premises identified in Section 4 of this Lease, including the improvements which are constructed thereon, are more fully described as follows:

ALL THAT CERTAIN 1.3[±] Acre parcel of land, together with the 95 feet, more or less, of track located thereon, in Landlord's Jersey Avenue Yard, in the City of Jersey City, County of Hudson and State of New Jersey, as shown hatched on attached plan.

2. **Plan** A plan of the Premises is included as page 3 of this Exhibit A. and dated October 16, 1980.

3. **Additional Clearance Requirements** In addition to the standard clearances for all railroad tracks on or adjacent to the Premises set forth in Section 12.2 of this Lease (or subsequently promulgated thereunder), the following additional clearance requirements shall be complied with by Tenant:

4. **Alterations Described** The following Alterations (as defined in Section 16.1) made, or to be made, by Tenant have been, or are hereby, authorized by Landlord (identify each by a lower case letter, and describe, or refer to a subsequent page of this Exhibit A whereon such Alteration is set forth on a plan):

1. Chain link fence and gates

5. **Alterations to Remain** Alterations identified as _____, shall remain a part of the Premises upon termination hereof, and shall **not** be subject to Landlord's removal option described in Section 16.1 of this lease.

6. **Alterations Subject to Removal Option** Alterations identified as Chain Link Fence and Gates are subject to the proviso of Section 16.1 of this Lease, under which Landlord retains the option to require Tenant to remove such Alterations, as further described in Section 16.1.

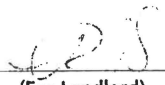
7. **Alterations to be Removed** Landlord hereby irrevocably exercises the option provided for in Section 16.1 to require Tenant to remove, at or before the termination of this Lease, Alterations identified as _____.

8. **Tenant's Trade Fixtures** The following items of machinery and equipment are not part of the Premises, and are intended by the parties to be classified as "trade fixtures" under this Lease, subject to the provisions of Section 16.2 and Section 26 hereof (in addition to any other items of machinery and equipment which meet the requirements of (a), and (b) of Section 16.2 of this Lease):

9. **Utility Meter Billings** In accordance with Tenant's obligations under Section 14 of this Lease to pay for utilities used by Tenant, or supplied to the Premises, Tenant shall be responsible for the following meter billings, and, where applicable, the indicated percentages of the billed amounts (Landlord in its discretion may change the percentages payable by Tenant as conditions involving shared usage change):

Utility and Account No.	Meter No.	Percentage
-------------------------	-----------	------------

Each page of this Exhibit A shall be initialed by both parties:



(For Landlord)

(For Tenant)

RIDER SECTIONS

TO LEASE AGREEMENT dated Nov. 3 1980
between CONSOLIDATED RAIL CORPORATION
(Landlord)

and SCHIAVONE-BONOMO CORPORATION
(Tenant)

IT IS FURTHER UNDERSTOOD AND AGREED:

1. That Tenant shall have access to and from the demised premises by such route or routes as may be prescribed by Landlord's duly authorized representatives with the understanding that Landlord shall not be liable for the condition and maintenance of said access driveways.
2. That this agreement shall supersede and take the place of that certain agreement dated January 12, 1966 between The Central Railroad Company of New Jersey (now Consolidated Rail Corporation, successor in interest) and Tenant herein, which agreement dated January 12, 1966 is hereby terminated and ended as of the effective date of this agreement.

Each page of this Rider shall be initialed by both parties:

[Signature] _____
(For Landlord) (For Tenant)

BLOCK 2145

JERSEY AVE. BRANCH, MAIN STEM C.R.R. OF N.J. (Now CONRAIL)

1300' ±
To Grand St.

Premises leased to
Schiavone-Bonomo Corporation
shown hatched

CONSOLIDATED RAIL CORPORATION
LAND IN JERSEY CITY, HUDSON CO., N.J.
LINE CODE 0299
M. P. 0.7
STA.
SCALE: 1" = 30'
DATE: 10/16/80 Pg. 3, Exhibit A

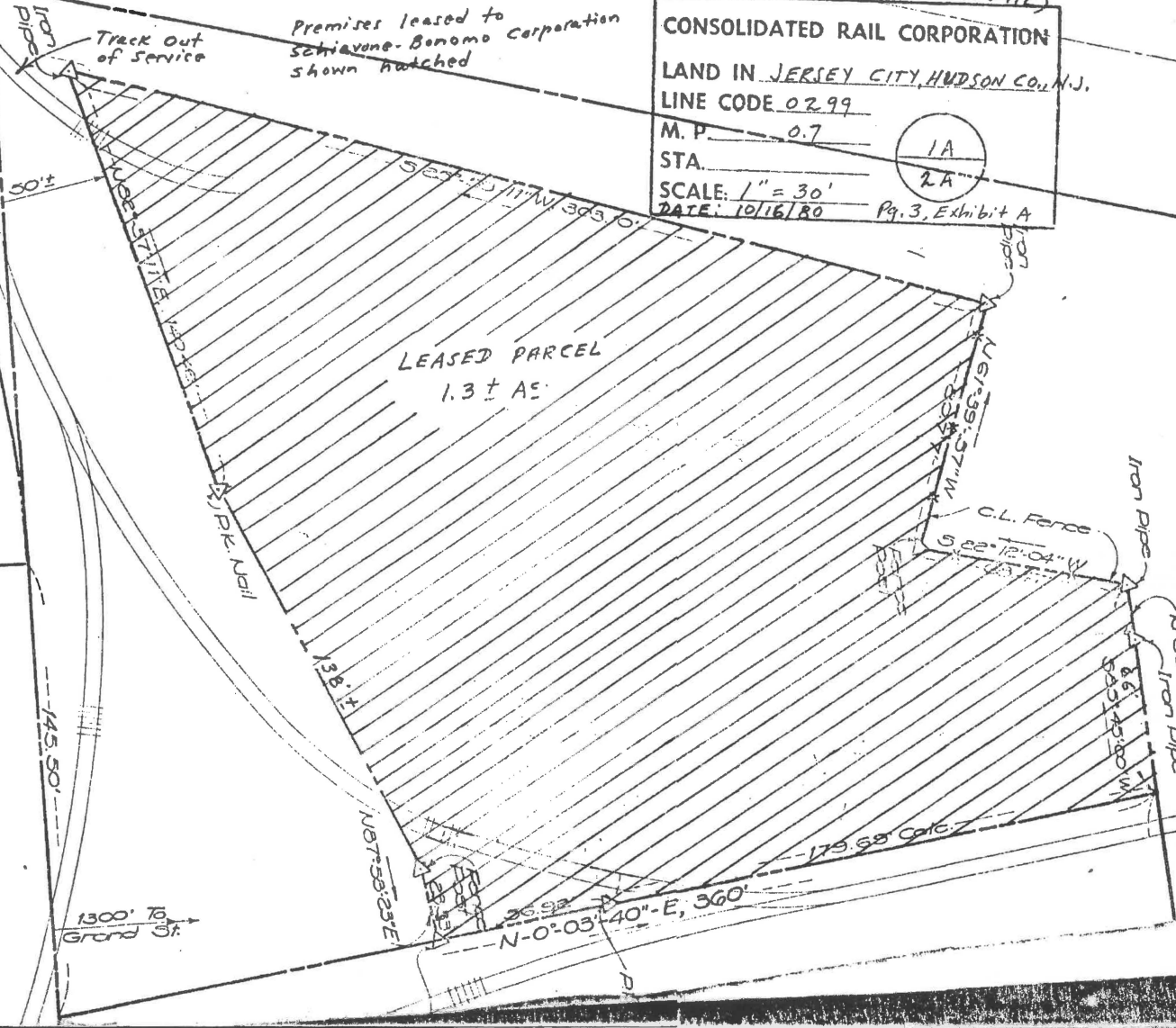


EXHIBIT 30

Property Exchange Map

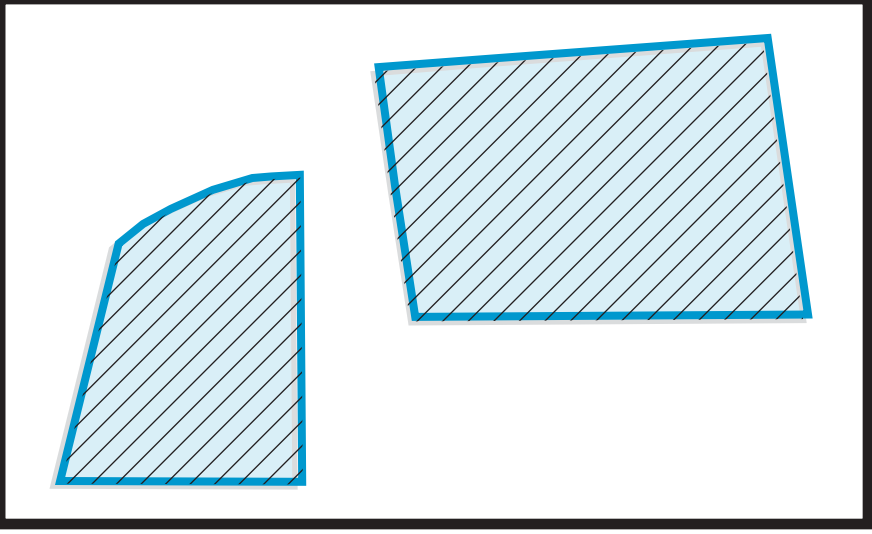
REFERENCES

GRAND STREET

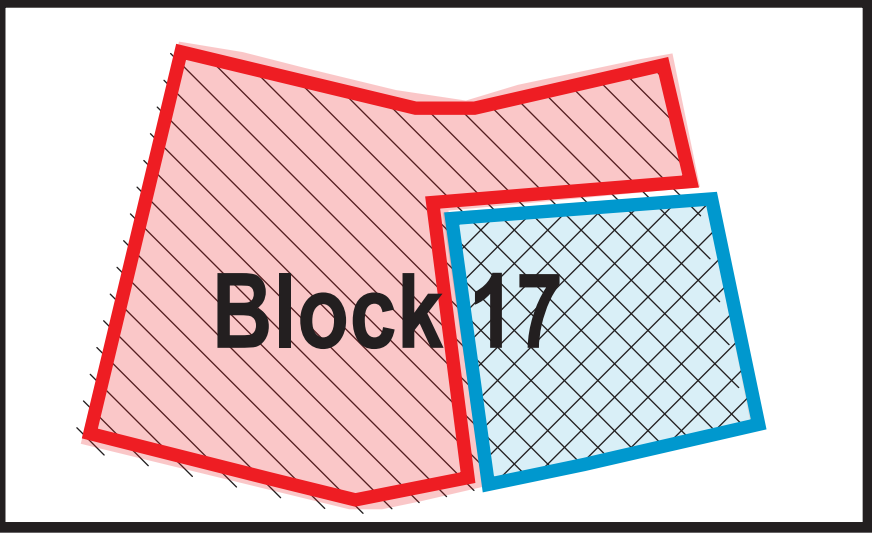
STREET



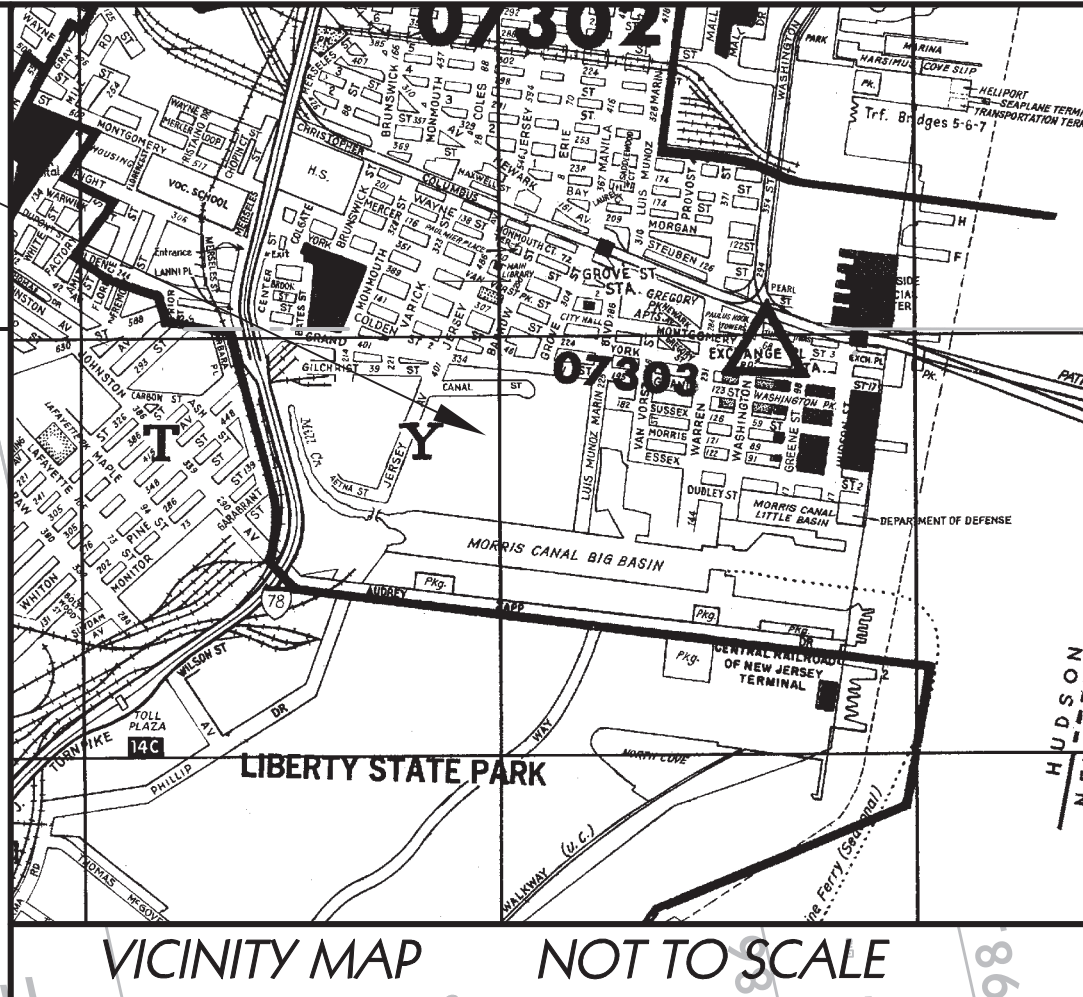
LHH property to be transferred to C.O.S. under Exchange Agreement.
Eastern section of parcel acquired from Conrail on 6/21/01
Western section acquired by LHH/Mocco from Employees Retirement System of Jersey City on 6/24/85.



Currently owned by C.O.S.
All but northeastern corner of Lot 25G to be transferred to LHH under Exchange Agreement.



Block 17 of LHN Redevelopment Area
Will be exclusively owned by C.O.S. following closing of Exchange Agreement.
Originally zoned from 677 units.
Up-zoned to 1000 units by Jersey City at C.O.S. request.



VICINITY MAP NOT TO SCALE

21. PRELIMINARY AND FINAL WATER SUBDIVISION BLOCKS 15809, 15808 AND LOT 25G BLOCK 15809, LIBERTY HARBOR NORTH PHASE 2, HUDSON COUNTY, NEW JERSEY, SCALE 1"=60' DATED 09/25/2015 AND LAST REVISED 02/01/2015, PREPARED BY FARALDI GROUP, INC.

GRANT OF EASEMENT TO NEW JERSEY TRANSIT CORPORATION FOR HUDSON-BERGEN LIGHT RAIL TRANSIT SYSTEM

JERSEY

P.O.B. BLOCK 15809
888.15' To the Southerly Line of Grand Street

P.O.B. ROAD
808.15' To the Southerly Line of Grand Street

NOTE:

SUBJECT PROPERTY LIES WITHIN FLOOD ZONES AE AND X PER FLOOD INSURANCE RATE MAP 34017C0108D EFFECTIVE AUGUST 16, 2006. HOWEVER NOTE THAT A NEW ADVISORY BASE FLOOD MAP HAS BEEN ISSUED BUT NOT YET APPROVED.

Acquired by LHH/Mocco from Employees Retirement System of Jersey City on 6/24/85

Acquired by LHH from Conrail 6/21/01

P.O.B. PROP. LOT 9.01
1341.13' To the Southerly Line of Grand Street

LOT 41E
LANDS N/F LIBERTY HARBOR HOLDING, L.L.C.

LOT 40H
CITY BLOCK 2145

AREAS:

FORMER LOT 40H = 116,402 SQ. FT. OR 2.67 ACRES
BLOCK 15809, LOT 1 = 95,492 SQ. FT. OR 2.19 ACRES
FORMER LOT 25G = 203,436 SQ. FT. OR 4.67 ACRES

OVERLAP OF OLD LOT 25G AND NEW BLOCK BLOCK 15809 LOT 1 = 26,581 SQ. FT. OR 0.61 ACRES
OLD LOT 25G MINUS OVERLAP OF NEW BLOCK 15809 LOT 1 = 176,855 SQ. FT. OR 4.06 ACRES
BLOCK 15809 LOT 1 MINUS OVERLAP OF OLD LOT 25G = 68,911 SQ. FT. OR 1.58 ACRES

Legend:

Lands to be transferred to Liberty Harbor	Lands to be transferred to Hugo New	Lands to be retained by Hugo New
---	-------------------------------------	----------------------------------

LEGEND	
SYMBOL/ABBREVIATION	DESCRIPTION
MH	MANHOLE
DC	DROPPED CURB
WV	WATER VALVE
W	WATER MAIN
UP	UTILITY POLE
LP	LIGHT POLE

ALTA/ACSM LAND TITLE SURVEY
OF FORMER LOT 40H BLOCK 2145, FORMER LOT 25G BLOCK 60, AND BLOCK 15809 LOT 1
TAX MAP OF THE CITY OF JERSEY CITY, HUDSON COUNTY, STATE OF NEW JERSEY

Date

09/25/2015

Scale

1" = 60'

Drawn By

JJS



Faraldi Group, Inc.

831 FIRST STREET
SECAUCUS, NEW JERSEY 07094-3432
(201) 867-8044 FAX (201) 867-8864
E-MAIL: faraldigroup@comcast.net

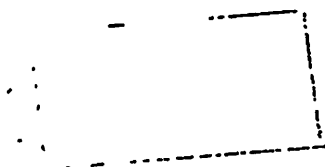
(CERTIFICATE OF AUTHORIZATION NUMBER 04280236)
N.J.P.P. Lic. 3182
N.J.P.L.S. Lic. 28346
Albert N. Faraldi, Professional Land Surveyor

EXHIBIT 31

 United States Railway Association

Final System Plan

Volume II



The New Jersey Department of Transportation, based on its analysis of Pein Central abstract data, credits the line with 56 carloads.

Information for Line-Transfer Decision

Revenue received by PC.....	\$16,383
Average revenue per carload.....	\$218
Variable (avoidable) cost of continued service:	
Cost incurred on the branch line.....	26,340
Cost of upgrading branch line to FRA Class I: (1/10 of total upgrading cost).....	0
Cost incurred beyond the branch line.....	13,583
Total variable (avoidable) cost.....	39,923
Net contribution (loss): total.....	(23,530)
Average per carload.....	(420)

This line would require no upgrading to meet the requirements of the Federal Railroad Administration's minimum safety standards (Class I track, which has a maximum safe operating speed of 10 m.p.h.).

This line was reanalyzed using all of the cars generated at Princeton.

Service to this line generated a loss of \$23,530 in 1973. Recovery of this loss would require approximately a ninefold increase in traffic or a 144-percent rate increase. The assumption of ownership and maintenance costs by a public body in order to continue passenger service would reduce this loss to approximately \$6,000.

Disposition

The Princeton Branch is *not* designated for transfer to Consolidated Rail Corp. and is available for subsidy pursuant to Section 304 of the Act.

Continuation of passenger service on this line is dependent on the purchase, lease or other transfer of the necessary facilities to a public body.

TRENTON-PRINCETON TRACTION COMPANY INDUSTRIAL TRACK

USRA Line No. 900

Reading

The Trenton-Princeton Traction Co. Industrial Track, extending from the *East Trenton Branch* (Milepost 1.1) to *Lawrenceville, N.J.* (Milepost 3.4), a distance of 2.3 miles, in Mercer County, N.J., a line which was recommended for inclusion on page 588 of the Preliminary System Plan, shall be offered for sale to the Chessie System, a profitable railroad operating in the region. If this offer is not accepted, the line shall be transferred to the Consolidated Rail Corp.

EAST TRENTON INDUSTRIAL TRACK

USRA Line No. 901

Reading

The East Trenton Industrial Track, extending from *East Trenton* (Milepost 35.6) to *Trenton, N.J.* (Milepost 38.7), a distance of 3.1 miles, in Mercer County, N.J., a line which was recommended for inclusion on page 589 of the Preliminary System Plan, shall be offered for sale to the Chessie System, a profitable carrier operating in the Region. If this offer is not accepted, the line shall be transferred to the Consolidated Rail Corp.

TRENTON BRANCH

USRA Line No. 902

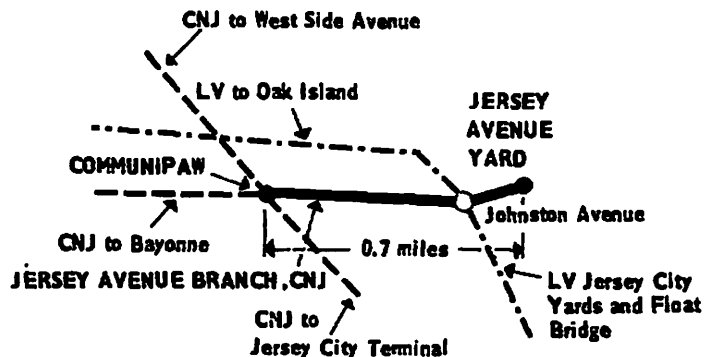
Reading

The Trenton Branch, extending from *West Trenton* (Milepost 32.8) to *Trenton, N.J.* (Milepost 36.2), a distance of 3.4 miles, in Mercer County, N.J., a line which was recommended for inclusion on page 590 of the Preliminary System Plan, shall be offered for sale to the Chessie System, a profitable carrier operating in the Region. If this offer is not accepted, this line shall be transferred to the Consolidated Rail Corp.

JERSEY AVENUE BRANCH

USRA Line No. 1100

Central Railroad of New Jersey



The Jersey Avenue Branch extends from *Communipaw* to *Jersey Avenue Yard, N.J.*, 0.7 mile, at *Jersey City*, Hudson County, N.J. This line connects at Communipaw with the CNJ line to Bayonne and with the West Side Branch (see Line No. 1101). It connects at

Johnston Avenue with the LV lines to Oak Island and to the Jersey City yards and float bridge.

Traffic and Operating Information

Stations (with their 1973 carloads) served by this line:

Jersey City.....	365
Total carloads generated by the line.....	365
Average carloads per week.....	7.0
Average carloads per mile.....	521.4
Average carloads per train.....	3.5
1973 operating information:	
Number of round trips per year.....	104
Estimated time per round trip (hours).....	1.8
Locomotive horsepower.....	1,000
Train crew size.....	4

Public Comments on Preliminary System Plan

A rail user survey identified six shippers on this line, generating 294 cars in 1974.

Testimony predicts the loss of at least 38 jobs if the line is eliminated.

Lignum Products estimates a 20-percent annual growth over its 1973 traffic. They would cease operations without rail service.

According to the New Jersey DOT, requests for rail service to the new facility constructed by Schiavone Bonomo have been ignored by the CNJ.

Mr. Allan of the CNJ reported that this line needs considerable rehabilitation.

The Jersey City Development Council of the Chamber of Commerce reports the following shippers on the line:

Company	Carloads		Number of employees
	1973	1974	
Colwell Corp.....	40	40	18
Lignum Products.....		25	25
Schiavone-Bonomo.....	146	204	180
U.S. Gypsum Co.....		25	250
Total.....	186	294	478

The estimated cost for upgrading this line to FRA Class I standards should be reviewed. The available information on the line indicates that the tie replacement estimate may be high. (Note: No upgrading costs were included in the analysis of this line in the PSP.)

Information for Line-Transfer Decision

Revenue received by the CNJ.....	\$56,539
Average revenue per carload.....	\$155
Variable (avoidable) cost of continued service:	
Cost incurred on the branch line.....	23,086
Cost of upgrading branch line to FRA Class I: (1/10 of total upgrading cost).....	3,847
Cost incurred beyond the branch line.....	41,928
Total variable (avoidable) cost.....	68,861
Net contribution (loss): total.....	(12,322)
Average per carload.....	(34)

This line would require upgrading to meet the requirements of the Federal Railroad Administration's minimum safety standards (Class I track, which has a maximum safe operating speed of 10 m.p.h.). Based on available information, this upgrading would require the replacement of a total of 1,000 crossties.

Although service to this line generated a loss amounting to \$12,322 based on 1973 CNJ operations, analysis based on ConRail (merged) operations revenues and costs resulted in a contribution of \$6,870.

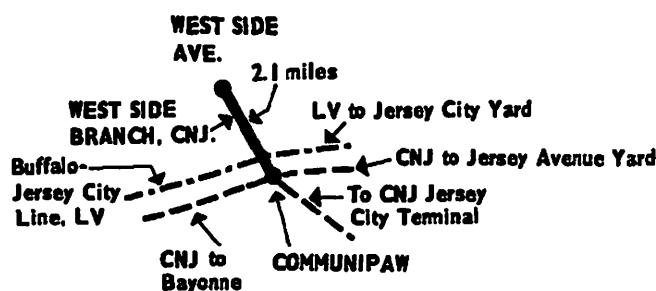
Disposition

The Jersey Avenue Branch shall be transferred to the Consolidated Rail Corp.

WEST SIDE BRANCH

USRA Line No. 1101

Central RR of New Jersey



The CNJ West Side Branch (and extension) runs from *Communipaw* (Milepost 1.0) to *West Side Avenue* (Milepost 3.1), a distance of 2.1 miles in Jersey City, Hudson County, N.J. At Communipaw, this line connects with the Central Railroad of New Jersey line running from the Jersey City Terminal to Bayonne and beyond, and with the Jersey Avenue Branch (see Line No. 1100). At Communipaw, this line does not connect but it crosses under a branch of the Jersey City-Buffalo line of the Lehigh Valley.

Traffic and Operating Information

Stations (with their 1973 carloads) served by this line:

Jersey City.....	1,839
Total carloads generated by the line.....	1,839
Average carloads per week.....	37.3
Average carloads per mile.....	923.8
Average carload per train.....	7.6
1973 operating information:	
Number of round trips per year.....	255
Estimated time per round trip (hours).....	2.0
Locomotive horsepower.....	1,000
Train crew size.....	4

EXHIBIT 32

March 30, 1976 Deed from R.D. Timpany (Trustee, Central Railroad of New Jersey) to Conrail (excerpt)

Consideration : \$0.00

Exempt Code: E

Document No.

CNJ-CRC - RP--7

County	State	N.P.N.R.F	Total
0.00	0.00	0.00	0.00
	Public	Extra	
	0.00	0.00	

angie Date: 10/01/2003

DEED

FILED AND RECORDED

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SECRETARY OF STATE

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10/01/2003 10:11A
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 129892

DEED IS MADE BY AND BETWEEN

R. D. TIMPANY,

AS TRUSTEE OF THE PROPERTY OF

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY, DEBTOR

("Grantor"), whose address is Gateway I, Room 501,
Newark, New Jersey 07102

AND

CONSOLIDATED RAIL CORPORATION,

a corporation organized and existing under the laws of the
State of Delaware ("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 District of New Jersey entered in Docket No. B 401-67 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.

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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.

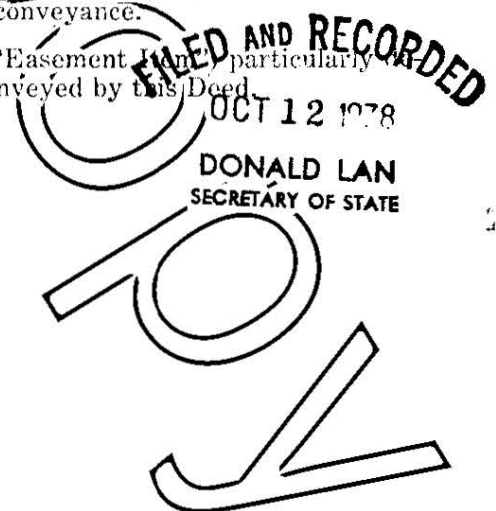
5. The Grantor shall bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with all deeds and other instruments delivered pursuant to this Paragraph B.

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.

OCT 12 1978

DONALD LAN
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 30th day of March, 1976.

Signed and Acknowledged
in the Presence of:

Anita M. Enjy

Victor Hand

L.S.
R. D. TIMPANY, AS TRUSTEE
OF THE PROPERTY OF THE CENTRAL
RAILROAD COMPANY OF NEW
JERSEY, DEBTOR

DISTRICT OF COLUMBIA, SS:

On this 30th day of March, 1976, before me, a Notary Public authorized to take acknowledgements and proofs in the District of Columbia, personally appeared R. D. Timpany, 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 Central Railroad Company of New Jersey, 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.

This Instrument Prepared By:

United States Railway Association
Pursuant to the Act

Martha C. Baron

Martha C. Baron
Notary Public in and for
the District of Columbia
My Commission Expires June 18, 1980

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

BK=07143

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EXHIBIT A

TO THE DEED BY AND BETWEEN

R. D. TIMPANY,

AS TRUSTEE OF THE PROPERTY OF

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Hudson, State of New Jersey

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

This Exhibit A consists of pages A-1 through A-11 inclusive.

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BK:07143 PG:00005

Document No.

CNJ-CRC-RP-7

Situate in the County of Hudson, State of New Jersey, and being The Central Railroad Company of New Jersey's line of railroad known as the Jersey Central Main Line 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 the Jersey City Ferry Terminal, passes through Communipaw, Greenville and Bayonne and leaves the County at the Newark Bay Bridge.

The line of railroad described herein is identified as Line Code 0201 in the records of the United States Railway Association.

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BK:07143 PG:00006

Document No.

CNJ-CRC-RP-7

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

Such line originates in the County near Communipaw, connecting to another line of railroad known as the Central New Jersey Main Line, and terminates in the County near West Side Avenue.

The line of railroad described herein is identified as Line Code 0202 in the records of the United States Railway Association.

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Document No.

CNJ-CRC-RP-7

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

Such line originates in the County near Kearny, and leaves the County near a bridge over the Passaic River.

The line of railroad described herein is identified as Line Code 0204 in the records of the United States Railway Association.

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BK:07143 PG:00008

Document No.

CNJ-CRC-RP-7

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

Such line originates in the County in Jersey City, near the Central New Jersey Communipaw Avenue Station, connecting to another line of railroad known as the West Side Branch, and terminates in the County near Grand Avenue.

The line of railroad described herein is identified as Line Code 0226 in the records of the United States Railway Association.

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Document No.

CNJ-CRC-RP-7

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

Such line originates in the County in Bayonne, near Hudson County Boulevard, connecting to another line of railroad known as the Central New Jersey Main Line, and terminates in the County in Bayonne, near the Bayonne Bridge.

The line of railroad described herein is identified as Line Code 0227 in the records of the United States Railway Association.

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Document No.

CNJ-CRC-RP-7

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

Such line originates in the County near West 8th Street, in Bayonne, connecting to another line of railroad known as Central New Jersey Main Line, passes near Standard Oil, and Texaco, and terminates in the County near Eldorado Terminal.

The line of railroad described herein is identified as Line Code 0228 in the records of the United States Railway Association.

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Document No.

CNJ-CRC-RP-7

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

Such line originates in the County in Bayonne, between Bayonne Yard and West 8th Street, connecting to another line of railroad known as the Central of New Jersey Main Line, and terminates in the County near Ingham Avenue, in Bayonne.

The line of railroad described herein is identified as Line Code 0242 in the records of the United States Railway Association.

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Document No.

CNJ-CRC-RP-7

Situate in the County of Hudson, State of New Jersey, and being the Central Railroad Company of New Jersey's line of railroad known as the Sigrettos Siding - Track 48, 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 and terminates in the County as the southernmost track, within an empty caryard, for Pier 18 in Jersey City.

The line of railroad described herein is identified as Line Code 0243 in the records of the United States Railway Association.

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Document No.

CNJ-CRC-RP-7

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

Such line originates in the County near Caven Point Road in Jersey City, connecting to another line of railroad known as the Central of New Jersey Main Line, and terminates in the County near Carteret Avenue in Jersey City.

The line of railroad described herein is identified as Line Code 0248 in the records of the United States Railway Association.

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BK:07143 PG:00014

Document No.

CNJ-CRC-RP-7

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

Such line originates in the County near Communipaw Avenue, in Jersey City, connecting to another line of railroad known as the Central New Jersey Main Line, and terminates in the County near the Jersey Avenue Yard.

The line of railroad described herein is identified as Line Code 0299 in the records of the United States Railway Association.

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OCT 12 1978

DONALD LAN
SECRETARY OF STATE

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EXHIBIT B

TO THE DEED BY AND BETWEEN

R. D. TIMPANY,

AS TRUSTEE OF THE PROPERTY OF

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Hudson, State of New Jersey

RESERVED AND EXCEPTED BY THE GRANTOR

Each map referred to in this Exhibit B bears the Document Number which appears hereon. A copy of each map is on file in the office of the United States Railway Association and a copy of each map has been certified by the United States Railway Association to the Special Court and filed in the office of the Clerk of the Special Court in the United States District Courthouse in Washington, D.C.

The United States Railway Association has delivered a copy of each such map to both the Grantor and the Grantee and has certified on each such copy that it is a true copy of the map filed in the office of the Clerk of the Special Court.

This Exhibit B consists of pages B-1 through B- 12 inclusive.

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SECRETARY OF STATE

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All that certain parcel of land situate in the City of Jersey City, County of Hudson, State of New Jersey, being designated as Parcel No. 001 on Railroad Valuation Maps No. 1a/1, 1a/2, 1a/1a and 1a/1b, all bearing Special Date of December 31, 1975, and being all of the land, including land under water, of The Central Railroad Company of New Jersey, as shown on the Map, which lies within the following described area:

Beginning in the easterly prolongation of the southerly side line of Johnston Avenue at a point in the Hudson River distant 1200 feet east of the Bulkhead Line;

Thence (1) Westerly along said easterly prolongation and along said southerly side line of Johnston Avenue its various courses and distances to a point in said side line being distant 438.34 feet (west of) the intersection of the southerly prolongation of the centerline of Jersey Avenue with said southerly side line of Johnston Avenue;

Thence, (2) on a deflection angle to the left of $74^{\circ} 20' 40''$ a distance of 101.94 feet to a point;

Thence, (3) on a deflection angle to the right of $53^{\circ} 17' 09''$ a distance of 229.58 feet to a point;

Thence, (4) on a deflection angle to the left of $2^{\circ} 43' 22''$ a distance of 232.63 feet to a point;

Thence, (5) on a deflection angle to the right of $3^{\circ} 00' 33''$ a distance of 362.16 feet to a point;

Thence, (6) on a deflection angle to the left of $9^{\circ} 53' 32''$ a distance of 300.68 feet to a point;

Thence (7) on a deflection angle to the left of $2^{\circ} 34' 19''$ a distance of 300.00 feet to the point of intersection with the northerly prolongation of the easterly side line of Communipaw Avenue, said intersection point being located 80 feet, more or less, west of the centerline of the existing bridge carrying Communipaw Avenue over property of said Railroad Company;

Thence (8) southerly along said northerly prolongation and along said easterly side line of Communipaw Avenue to the point of intersection with the southerly side line of Phillip Street;

Thence (9) southwesterly and westerly along said southerly side line of Phillip Street a distance of 2219 feet, more or less, to an angle point in said southerly side line of Phillip Street where Phillip Street turns south, said angle point being located 162.83 feet north of the intersection point of the easterly side line of Phillip Street with the northerly side line of James A. Hamill Drive;

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Thence (10) southerly along said easterly side line of Phillip Street a distance of 85.56 feet to a point;

Thence (11) on a deflection angle to the left of $80^{\circ} 42'54''$ a distance of 352.99 feet to a point, said point being located distant 145 feet measured northerly at right angles from the northerly side line of James A. Hamill Drive;

Thence (12) easterly parallel with said northerly side line of James A. Hamill Drive a distance of 2,937.66 feet to a point, said point being located distant 145 feet measured northerly at right angles from the easterly prolongation of the northerly side line of James A. Hamill Drive;

Thence (13) on a deflection angle to the right of $90^{\circ} 00'00''$ a distance of 145 feet to the point of intersection with said easterly prolongation of the northerly side line of James A. Hamill Drive;

Thence (14) on a deflection angle to the left of $63^{\circ} 28'30''$ a distance of 880.05 feet to a point, said point being a corner in lands now or formerly of Tug and Barge Supply Company, Incorporated;

Thence (15) on a deflection angle to the left of $26^{\circ} 31'25''$ along a dividing line between lands of now or formerly Tug and Barge Supply Company Incorporated, and The Central Railroad Company of New Jersey a distance of 85.08 feet to a point;

Thence (16) on a deflection angle to the left of $89^{\circ} 58'05''$ along another dividing line between said lands a distance of 635 feet to a point;

Thence (17) on a deflection angle to the right of $89^{\circ} 58'06''$ a distance of 2,143.82 feet to a point in the Hudson River;

Thence (18) northeasterly on a straight line in the Hudson River to the point and place of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0201-0.1.

FILED AND RECORDED

OCT 12 1978

DONALD L'AN
SECRETARY OF STATE

BK:07143 PG:00018

B-3 - Revised

001

All that certain parcel of land situate along the railroad of the Central Railroad Company of New Jersey, in the City of Jersey City, County of Hudson, State of New Jersey, being designated as Parcel No. 003 as shown on Map No. I-a/3, bearing Special Date of December 31, 1975, and being all of the land of said Railroad Company, which lies northwesterly of the following described line:

Beginning an angle point in the railroad property line on the westerly side line of Richard Street, said beginning point being distant 40 feet, measured northwesterly at right angles from Station 132+51, of the stone monumented centerline of the railroad of said Railroad Company;

Thence, extending in a southwesterly direction and parallel with said stone monumented centerline a distance of 118 feet, more or less, to a point opposite Station 133+69, said point being on the southeasterly prolongation of the dividing line of land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0201-2.7.

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

BK:07143 PG:00019

CNJ-CRC-RP-7

All that parcel of land situate along the railroad of The Central Railroad Company of New Jersey in the City of Bayonne, County of Hudson, State of New Jersey, being designated as Parcel No. 008 on Railroad Valuation Map No. I-b/9, bearing Special Date of December 31, 1975, and being all the land of said Railroad Company, as shown on the Map, and being described as follows:

Beginning at a point in the northerly line of Oak Street, said point being located 15 feet westerly of the point of intersection of the centerline of track of the Ingham Avenue Branch, as it was located on December 18, 1975, of said Railroad Company with said northerly sideline of Oak Street;

Thence, (1) along said northerly line of Oak Street north $82^{\circ} 25' 52''$ west, 398.48 feet to a point;

Thence, (2) along a new line of The Central Railroad Company of New Jersey north $20^{\circ} 34' 54''$ east, 122.60 feet to a point;

Thence, (3) continuing along the new line north $46^{\circ} 54' 40''$ west, 203.72 feet to a point;

Thence, (4) continuing along the new line north $12^{\circ} 11' 13''$ west, 85.56 feet to a point distant 15 feet, measured southwestwardly and radially from said centerline;

Thence, (5) extending 740.03 feet, more or less, southeastwardly and radially with said centerline to a point, the point of beginning.

The above described parcel or parcels are identified in the records of The United States Railway Association as Line Code 0201.6.1.

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

BK:07143 PG:00020

All that parcel of land situate along the railroad of The Central Railroad Company of New Jersey in the City of Bayonne, County of Hudson, State of New Jersey, being designated as Parcel No. 005 on Railroad Valuation Map No. I-b/9, bearing Special Date of December 31, 1975, and being all of the land of said Railroad Company, as shown on the Map, and being described as follows:

Beginning in the easterly sideline of East 21st Street at a point distant 50 feet measured southerly at right angles from the filed centerline of said railroad;

Thence, (1) eastwardly parallel with said centerline a distance of 75 feet to a point on a line of lands of other owners;

Thence, (2) southwardly along the line of lands of others and parallel with the easterly sideline of East 21st Street a distance of 100 feet to a point in the northerly line of Prospect Avenue;

Thence, (3) westwardly along said northerly line of Prospect Avenue a distance of 75 feet to its intersection with the easterly line of East 21st Street;

Thence, (4) northwardly along said easterly line of East 21st Street a distance of 100 feet to the point of beginning.

The above described parcel or parcels are identified in the records of The United States Railway Association as Line Code 0201-6.1.

FILED AND RECORDED

OCT 12 1978

DONALD LAN
SECRETARY OF STATE

BK:07143 PG:00021

All that parcel of land situate along the railroad of The Central Railroad Company of New Jersey in the City of Bayonne, County of Hudson, State of New Jersey, being designated as Parcel No. 006 on Railroad Valuation Map No. I-b/9, bearing Special Date of December 31, 1975, and being all the land of said Railroad Company, as shown on the Map, being bounded and described as follows:

Beginning at a point at the intersection of the northwesterly line of Prospect Avenue (formerly Railroad Avenue) and the southwesterly sideline of East 21st Street;

Thence, (1) along the northerly line of said Prospect Avenue south $41^{\circ} 41' 26''$ west, 331.00 feet to a point;

Thence, (2) leaving the northerly line of Prospect Avenue south $47^{\circ} 52' 39''$ east, 143.66 feet to a point;

Thence, (3) on a curve to the left with a radius of 382.00 feet an arc length of 257.80 feet to a point;

Thence, (4) on a curve to the left with a radius of 478.34 feet an arc length of 272.74 feet to a point;

Thence, (5) north $41^{\circ} 41' 26''$ east, 30.35 feet to a point;

Thence, (6) on a curve to the left with a radius of 503.69 feet an arc length of 58.16 feet to a point;

Thence, (7) south $47^{\circ} 46' 34''$ east, 20.00 feet to a point;

Thence, (8) south $38^{\circ} 28' 10''$ west, 24.58 feet to a point;

Thence, (9) south $47^{\circ} 46' 34''$ east, 687.85 feet to a point, said point being the beginning of a new line of The Central Railroad Company of New Jersey;

Thence, (10) along the new line north $87^{\circ} 03' 50''$ west, 677.09 feet to a point;

Thence, (11) continuing along said new line south $85^{\circ} 29' 07''$ west, 887.30 feet to a point;

Thence, (12) along a new line north $41^{\circ} 34' 25''$ east 1,082.50 feet to a point;

Thence (13) along a new line north $19^{\circ} 45' 04''$ east 349.03 feet to a point;

Thence (14) along a new line north $30^{\circ} 23' 19''$ east a distance of 136.42 feet to a point;

BK:07143 PG:00022

B-7 - Revised



10/1

Thence, (15) along a new line north 41° 41' 26" east 256.65 feet to a point in the southwesterly side line of East 21st Street;

Thence, (16) along said southwesterly line of East 21st Street south 48° 18' 34" east, 95.00 feet to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0201-6.1.

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

BK:07143 PG:00023

B-7a -

All that parcel of land situate along the railroad of The Central Railroad Company of New Jersey in the City of Bayonne, County of Hudson, State of New Jersey, being designated as Parcel No. 007 on Railroad Valuation Map No. I-b/9, bearing Special Date of December 31, 1975, and being all the land of said Railroad Company, as shown on the Map, being bounded and described as follows:

Beginning at a point in the northerly line of Oak Street, said point being located 15 feet easterly of the point of intersection of the centerline of track, as it was located on December 18, 1975, of the Ingham Avenue Branch of said Railroad Company with said northerly line of Oak Street and running;

Thence (1) extending 555.21 feet, more or less, northwardly and concentric with said centerline;

Thence (2) along the new line North $12^{\circ} 11' 13''$, West 215.53 feet to a point; distant 20 feet, measured southwardly and radially from the centerline of the near track, as it was located December 18, 1975;

Thence (3) extending 2013.51 feet, more or less, eastwardly and parallel and concentric with said centerline to a point on a line of land of others;

Thence (4) South $85^{\circ} 29' 07''$ West, 1354.16 feet to a point;

Thence (5) South $08^{\circ} 17' 38''$ West, 490.00 feet to a point on the northerly line of Oak Street;

Thence (6) along the northerly line of said Oak Street North $82^{\circ} 25' 52''$ West, 131.99 feet, to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0201-6.1.



1034

All that certain parcel of land situate along the Main Line of The Central Railroad Company of New Jersey in the City of Bayonne, County of Hudson, and State of New Jersey, being designated as Parcel No. 010 on Railroad Valuation Map No. I-b/10, bearing Special Date of December 31, 1975, and being all of the land of said Railroad Company, as shown on the Map, which lies northerly of the following described line:

Beginning at a point in the southwesterly line of West 8th Street distant 380 feet southeasterly from the southerly line of North Street;

Thence (1) South 45° 07' 26" West 81.82 feet to a point; and

Thence (2) North 88° 19' 03" West 135.40 feet to a point; and

Thence (3) North 81° 50' 49" West 210.53 feet to a point; and

Thence (4) North 78° 58' 39" West 482.21 feet to a point; and

Thence (5) North 75° 38' 55" West 931.07 feet to a point; and

Thence (6) North 73° 16' 15" West 488.86 feet to a point on the westerly side line of Avenue "A", the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0201-6.8

Subject to the easement and right to use, operate, maintain, repair, renew, replace and remove the existing track or tracks located on and across the above-described property so long as passenger train service is operated over the Newark-Bay Bridge to the City of Bayonne.

FILED AND RECORDED
OCT 12 1978

DONALD LAN
SECRETARY OF STATE

BK:07143 PG:00025

B-9 - Revised

All that certain parcel of land situate along the Main Line of The Central Railroad Company of New Jersey in the City of Bayonne, County of Hudson and State of New Jersey, being designated as Parcel No. 009 on Railroad Valuation Map No. I-b/10, bearing Special Date of December 31, 1975, and being all the land of said Railroad Company, as shown on the Map, described as follows:

Beginning at the point of intersection of southerly side line of North Street and the westerly side line of Avenue "C";

Thence, (1) southwardly along said westerly side line of Avenue "C", a distance of 150 feet to a point; thence, (2) westwardly along the line of lands of others parallel to said southerly side line of North Street a distance of 65.75 feet to a point; thence, (3) northwardly along another line of lands of others parallel to said westerly side line of Avenue "C", a distance of 150 feet to a point in said southerly side line of North Street; thence, (4) eastwardly along said southerly side line of North Street a distance of 65.75 feet, to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 0201-6.8.

FILED AND RECORDED
OCT 12 1978
DONALD LAN
SECRETARY OF STATE

B-10 Revised

BK:07143 PG:00026

Situate in the County of Hudson, State of New Jersey, and being part of The Central Railroad Company of New Jersey's line of railroad which is known as the Jersey Central Main Line and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially westerly and northerly of the following described lateral cut line:

Beginning on the easterly line of Avenue A at the northerly railroad right-of-way line of said railroad and extending south-westwardly 170 feet, more or less, to the Stone Monumented Centerline of the railroad; thence, extending westwardly along said monumented centerline, a distance of 715 feet, more or less, to a point distant 15 feet, measured southeastwardly and radially from the centerline of sidetrack; thence, extending northeastwardly, parallel to and concentric with said centerline of sidetrack, a distance of 255 feet, more or less, to a point on the northerly railroad right-of-way line of said railroad; thence, extending westwardly along said right-of-way line 50 feet, more or less, to a point distant 15 feet measured northwardly and radially from the centerline of the aforementioned side track; thence, extending southwestwardly, parallel to and concentric with said centerline of side track, a distance of 310 feet, more or less, to a point on the aforementioned monumented centerline; thence, extending westwardly, along said monumented centerline, 665 feet, more or less, to a point on the 1923 bulkhead line; thence, extending south-westwardly along said bulkhead line, a distance of 50 feet, more or less, to a point on the southerly railroad right-of-way line as shown on Railroad Valuation Map No. 1b-10 as revised to May 12, 1931.

The part of the line of railroad described herein begins at the lateral cut line in Bayonne and extends to the County line at the Newark Bay Bridge.

The lateral cut line is identified as Line Code 0201-7.0 in the records of the United States Railway Association.

Subject to the easement and right to use, operate, maintain, repair, renew, replace and remove the existing bridge or bridges, track or tracks, and track or tracks on such bridges located on and across the above described property for so long as passenger train service is operated over the Newark Bay Bridge to the City of Bayonne.

B-11 Revised

FILED AND RECORDED

OCT-12-1978

DONALD LAN
SECRETARY OF STATE

BK:07143

PG:00027

All that parcel of land situate along the Jersey Avenue Branch of The Central Railroad Company of New Jersey in the City of Jersey City, County of Hudson, State of New Jersey, being designated as Parcel No. 004 on Railroad Valuation Map No. I-a/2a, bearing Special Date of December 31, 1975, and being all of the land of said Railroad Company, as shown on the Map, which lies westerly of the first course and northerly of the second course of the following described lines:

Beginning in the dividing line between lands of now or formerly Nago Realty Company, Inc. and Lehigh Valley Railroad Company at a point where said dividing line is intersected by the southerly prolongation of the westerly sideline of Jersey Avenue;

Thence, (1) southerly along said southerly prolongation of said westerly sideline of Jersey Avenue, a part of said southerly prolongation line also being the easterly boundary line of lands of now or formerly Nago Realty Company, Inc., a distance of 753.13 feet to a point;

Thence, (2) westerly on a direct line through lands of The Central Railroad Company of New Jersey to a point in the dividing line between lands of The Central Railroad Company of New Jersey and of The Lehigh Valley Railroad Company, said point being distant 30 feet measured northerly along said dividing line from the northwest corner of lands of now or formerly Mitchel Rand Manufacturing Corporation, the point of ending.

The above described parcel or parcels are identified in the records of The United States Railway Association as Line Code 0299-0.7.

FILED AND RECORDED

OCT 12 1978

DONALD LAN
SECRETARY OF STATE

record & return to

**NUCO TITLE
INSURANCE AGENCY, INC.**

429 Page Ave. Lyndhurst, NJ 07071
(201) 507-0990 FAX (201) 507-5113

02.2091

BK:07143 PG:00028

EXHIBIT 33

August 24, 1988 Deed from Conrail to Jersey City

6 7 6 9 1

D E E D

CONSOLIDATED RAIL CORPORATION

-to-

CITY OF JERSEY CITY, NEW JERSEY

Land situate in Jersey City, Hudson
County, New Jersey.

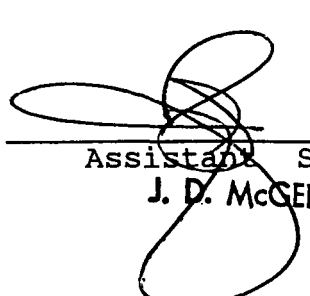
Prep:
Chkd:
Apvd:

Descp:
Compd:

CASE NO. 67691

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY THAT BY THE AUTHORITY CONFERRED BY THE BOARD OF DIRECTORS OF CONSOLIDATED RAIL CORPORATION (CONRAIL) ON AUGUST 10, 1976 AND MARCH 18, 1988 TO THE CHAIRMAN AND CHIEF EXECUTIVE OFFICER TO CONDUCT THE BUSINESS AND AFFAIRS OF THE CORPORATION AND TO DELEGATE SUCH AUTHORITY AS HE MAY DEEM NECESSARY, L. STANLEY CRANE AS SUCH CHAIRMAN AND CHIEF EXECUTIVE OFFICER DID DELEGATE TO THE ASSISTANT VICE PRESIDENT-REAL ESTATE THE AUTHORITY TO EXECUTE AND DELIVER ON BEHALF OF CONRAIL ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE OF APPROXIMATELY 4.597 ACRES OF THE CORPORATION'S ABANDONED JERSEY AVENUE BRANCH (LINE CODE 0299/0201, SUB. NO. 327), FROM APPROXIMATELY MILE POST 0.0 TO APPROXIMATELY MILE POST 0.7, IN THE VICINITY OF JERSEY AVENUE AND CANAL STREET, IN JERSEY CITY, HUDSON COUNTY, NEW JERSEY, FOR THE TOTAL CONSIDERATION OF \$96,000 TO THE CITY OF JERSEY CITY, NEW JERSEY, OR THE NOMINEE THEREOF.



Assistant Secretary
J. D. McGEEHAN

676917

THIS DEED, made the 24th day of August, in the year of our Lord One Thousand Nine Hundred and Eighty-eight (1988),

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Six Penn Center Plaza, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and the CITY OF JERSEY CITY, NEW JERSEY, a Municipal Corporation organized and existing under the laws of the State of New Jersey, having a mailing address of 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of NINETY-SIX THOUSAND DOLLARS (\$96,000.00) 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, does by these presents, remise, release and forever quitclaim unto the said Grantee, the successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to:

ALL THAT CERTAIN piece or parcel of land, being a part of Lot 20A, 20B, and Lot 19Q in Block 60, and Lots 40Z and 41F in Block 2145, situate in the City of Jersey City, County of Hudson and State of New Jersey, being more particularly bounded and described in accordance with a Plat of Survey prepared by Donald E. Walby, Professional Land Surveyor No. 21196, of Hirth Weidener Associates, Professional Surveyors and Planners, 40 Galesi Drive, Wayne, New Jersey, dated September 1985 and revised January 1986, June 1986, and November 1, 1988; as follows:

TAX REFERENCE:

THIS INSTRUMENT PREPARED BY:

Part of Lot 20A, 20 B, Lot 19Q in Block 60 and Lots 40Z and 41F in Block 2145 on the Tax Map of Jersey City, Hudson County, New Jersey	<u>Nancy T.B. Basilio</u> Nancy B. Basilio Consolidated Rail Corporation Fifteenth Floor, Six Penn Center Philadelphia, PA 19103
--	--

BEGINNING at a point in the southerly right of way line of Canal Street, 50 feet wide, where the same would be intersected by the easterly right of way line of Jersey Avenue, 80 feet wide, if said easterly line were produced in a southerly direction until it intersected the aforementioned southerly line of Canal Street; and running thence (1) South 22° 04' 22" West, along the prolongation of the easterly right of way line of Jersey Avenue, distant 1,103.54 feet to a point in the northerly line of Lot 40H in Block 2145; thence (2) curving to the left in a southwesterly direction along a curve having a radius of 399.81 feet, an arc length of 61.89 feet to a point in the northwesterly corner of Lot 40H in Block 2145; thence (3) South 22° 04' 22" West, along the westerly line of Lot 40H, distant 346.30 feet to a point on the line dividing Lot 40H and Lot 40Z; thence (4) South 82° 12' 10" East, along said line dividing Lot 40H and Lot 40Z in Block 2145, distant 41.27 feet to a point in the line dividing Lot 40Z and Lot 54C in Block 2145; thence (5) South 22° 04' 22" West, along said division line, distant 391.79 feet to a point on the northerly line of Lot 55 in Block 2145; thence (6) North 82° 12' 10" West, along said northerly line of Lot 55 in Block 2145, distant 170.80 feet to a point in the southeasterly line of Lot 55C in Block 2145; thence (7) curving to the left in a northeasterly direction along a curve having a radius of 410.87 feet, an arc length of 235.25 feet to a point of tangency; thence (8) North 22° 04' 22" East, continuing along said easterly line of Lot 55C in Block 2145, distant 425.60 feet to a point in the easterly line of Lot 41R in Block 2145; thence (9) curving to the right in a northeasterly direction along a curve having a radius of 399.81 feet, an arc length of 16.31 feet to a point; thence (10) curving to the left in a northeasterly, northerly and northwesterly direction, along the easterly and northerly lines of Lot 41R of Block 2145, Aetna Street, Lot 19P and Lot 19N in Block 60, along a curve having a radius of 329.60 feet, an arc length of 534.88 feet to a point of tangency; thence (11) North 69° 51' 32" West, along the northerly line of Lots 19N, 19M and 19L, all in Block 60, distant 309.27 feet to a point in the easterly line of Lot 19H in Block 60; thence (12) curving to the right in a northeasterly direction along a curve having a radius of 521.67 feet, an arc length of 30.00 feet to a point in the southerly line of Lot 19R in Block 60; thence (13) South 69° 30' 54" East, along said southerly line of Lot 19R, distant 673.99 feet to a point in the westerly line of Lot 20B in Block 60; thence (14) South 22° 04' 22" West, along said westerly line of Lot 20B, distant 19.45 feet to a point in the southerly line of Lot 20B; thence (15) South 67° 55' 38" East, along said southerly line of Lot 20B, distant 20.00 feet to a point on the easterly line of Lot 20B in Block 60; thence (16) North 22° 04' 22" East, along said easterly line of Lot 20B, A6, A5 and 29, all in Block 60, distant 852.33 feet to a point in the aforementioned southerly right of way line of Canal Street; thence (17) North 89° 30' 56" East, along said southerly line of Canal Street, distant 86.63 feet to the above described point or place of Beginning.

CONTAINING 4.606 acres of land.

BEING a part or portion of the same premises which R. D. Timpany, as Trustee of the Property of The Central Railroad Company of New Jersey, Debtor, by Conveyance Document No. CNJ-CRC-RP-7, dated March 30, 1976 and filed and recorded on October 12, 1978, in the Office of the New Jersey Secretary of State, granted and conveyed unto Consolidated Rail Corporation.

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 herein described, (2) any streams, rivers, creeks and water ways passing under, across

or through the premises herein described, and (3) any easements or agreements of record or otherwise affecting the land hereby conveyed, 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 herein described, 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 land hereinbefore described 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) 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 land hereinbefore described 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.

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

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

(5) Grantee by the acceptance of this Instrument, does hereby accept all existing and prospective responsibility for removal and/or restoration costs for any and all railroad bridges and grade crossings and their appurtenances that may be located on those lines of railroad intended herein to be conveyed to the said Grantee; and Grantee further covenants and agrees that it will also assume any obligation and/or responsibility as may have been or may hereafter be imposed on Grantor by any Public Utility Commission or any other governmental agency having jurisdiction for any and all bridge structures and grade crossings and their appurtenances, including but not limited to the removal, repairing or restoration of same in accordance with the requirements of said Commission or other governmental agency; and Grantee further agrees to indemnify, defend and hold Grantor harmless against all costs, penalties, expenses, obligations, responsibility and requirements associated with

said bridge structures and grade crossings and their appurtenances.

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

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 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 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 Assistant Vice President-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:

Mary H. Trask

John F. Jaeger
John F. Jaeger, Assistant
Vice President-Real Estate

ATTEST:

Nancy B. Basilio

J. D. McGEEHAN
Assistant Secretary
J. D. McGEEHAN

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF PHILADELPHIA)

BE IT REMEMBERED, that on this 24th day of August in the year One Thousand Nine Hundred and Eighty-eight (1988), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared John F. Jaeger, Assistant Vice President-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 Ninety-Six Thousand Dollars (\$96,000.00).

James W. Hartman, Jr.
Notary Public
JAMES W. HARTMAN, JR., NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES MAY 20, 1991
Member, Pennsylvania Association of Notaries

:nls

REFERENCES:

- 1) Tax Assessment Map, Sheets 1,01 and 12,11.
- 2) "Right of Way and Track Map, Delaware Branch, Lehigh Valley R.R. Co. of New Jersey, operated by the Lehigh Valley R.R., station 0-00 to station 0-17, June 30, 1917, Sheet V-112.
- 3) "Right of Way and Track Map, Delaware Branch, Lehigh Valley R.R. Co. of New Jersey, operated by the Lehigh Valley R.R., station 147-12 to station 147-17, June 30, 1917, Sheet V-112.
- 4) "Map of Property Situated in Jersey City, Hudson County, New Jersey, filed December 12, 1912 as Map No. 574.
- 5) "Property Line Survey, Central Railroad Co. of N.J. to Schuylkill County, Pa., September 9, 1960, Manuel Elmer, R. and L.S.
- 6) "Sketch of property surveyed for Lehigh Valley R.R. Co., October 11, 14, 27, 28, 1962, James Henderson, Jr.
- 7) "Sketch of property surveyed for New Jersey Products Holding Co., September 19, 1964, James Henderson, Jr.
- 8) State of New Jersey Tidelands Claim Line (Note 1).
- 9) "Map of property belonging to Cornelius Van Vorst," filed April 24, 1847 as Map 18.
- 10) "Map of property belonging to Sarah Hill, Samuel P. Townsend and others, situated in VanVorst Township, Hudson County, N.J.," filed July 26, 1849 as Map No. 447.
- 11) "Map of Lands belonging to the American Dock and Improvement Company," filed March 8, 1879 as Map No. 572.
- 12) Map in Reference 11, above, revised, filed September 20, 1881 as Map No. 574.
- 13) Untitled Map filed December 12, 1872 as Map No. 777.
- 14) Flood insurance rate maps for City of Jersey City (340220005 B) Panels 3 and 5 of 7.
- 15) "Final Major Subdivision for the Lehigh Valley Railroad Co.," filed May 18, 1966 as Map No. 2152.
- 16) "Map of Property of the City of Jersey City being a portion of the Liberty Harbor North Redevelopment Project," prepared by Hirth Weidener Associates, dated as revised June, 1985.

CASE No. 67691
V-24-P-18F-3 Ia/2-2a L.C. 0299
V-18P-46 V.S.1/14 L.C.0502

HIRTH WEIDENER ASSOCIATES
PROFESSIONAL SURVEYORS & PLANNERS
40 Galei Drive Wayne, N.J. 07470
(201) 785-2473

DONALD E. WALBY P.L.S., LIC. NO. 21196

City of Jersey City, Hudson County, N.J.
September, 1985
REVISED: JANUARY 1986
REVISED: JUNE 1986
REVISED: NOV. 1, 1988 (Lot 20B)

PROPERTY TO BE CONVEYED
BY
CONSOLIDATED RAIL CORPORATION
TO
THE CITY OF JERSEY CITY

Map of Property
of the
CITY OF JERSEY CITY
JERSEY AVENUE TRACT
Being a Portion of the
LIBERTY HARBOR NORTH
REDEVELOPMENT PROJECT

NOTES:

- 1) This survey is prepared specifically for the individual(s) to the title and/or the certification. The undersigned will not be responsible for any assignment of this survey to any person not so named.
- 2) Marking of the property corners has been omitted at the instruction of the owner.
- 3) Many platted streets cross the property in question apparently vacated (by Deed in Book 2666, Page 523 or otherwise).
- 4) Most of the area encompassed by this survey was under the waters of Communew Bay, circa 1872.
- 5) There are three (3) riparian grants affecting the property in question:
 - a) Grant to New Jersey West Line Railroad Co. March 15, 1872, Liber A, Page 126 - Deed dated March 15, 1872, filed May 27, 1872, in Book 242, page 211.
 - b) Grant by act of legislature to the Mayor and Common Council of Jersey City, April 4, 1872.
 - c) Grant to Central Railroad of New Jersey, November 12, 1872, Liber B, Page 275 - Deed dated November 12, 1874, filed September 27, 1875, in Book 289, Page 294.
- 6) Planimetric features located by photogrammetric means. See Reference No. 9.
- 7) 84' sewer is without benefit of dedicated easement.
- 8) The subject area is within the 100 year flood boundary (Zone A5 - 10 feet). See Reference 15.

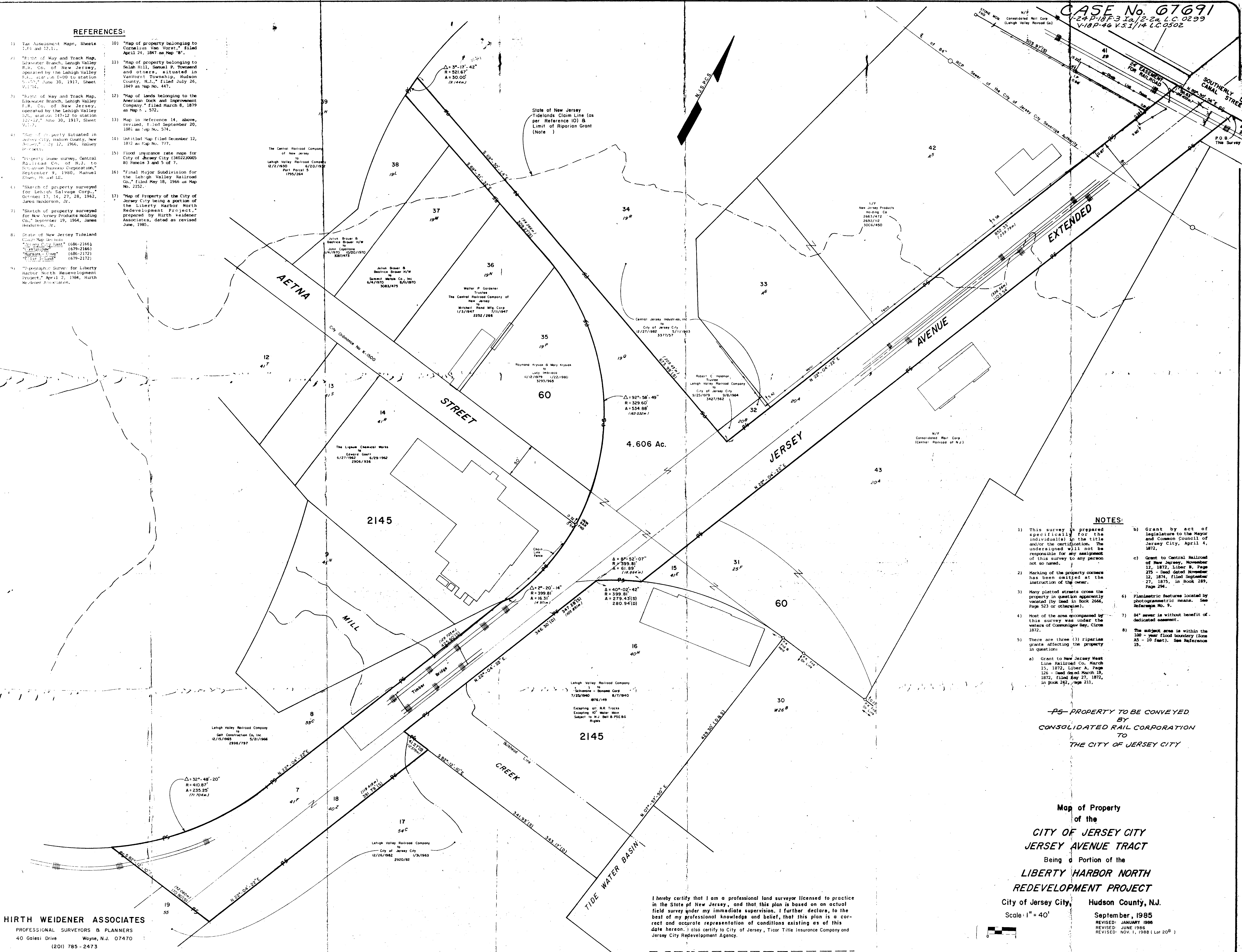


EXHIBIT 34

August 3, 2001 Fidelity National Title Insurance Company Policy
#5312-467789



Owner's Policy of Title Insurance

Fidelity National Title Insurance Company

of New York
A Stock Company

POLICY
NUMBER 5312- 467789

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK, a New York corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated therein;*
- 2. Any defect in or lien or encumbrance on the title;*
- 3. Unmarketability of the title;*
- 4. Lack of a right of access to and from the land.*

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

IN THE EVENT THIS POLICY IS ISSUED IN SOUTH CAROLINA NOTICE IS HEREBY GIVEN THAT THIS POLICY IS SUBJECT TO ARBITRATION PURSUANT TO THE PROVISIONS OF CHAPTER 48 OF TITLE 15 (SEC. 15-48 10 ET. SEQ.) OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.)

RIVERSIDE TITLE AGENCY, INC.
383 RIDGEDALE AVE.
EAST HANOVER, NJ 07936
PH: (973) 952-9088 FAX: (973) 952-0353

FIDELITY NATIONAL TITLE INSURANCE COMPANY
OF NEW YORK

Countersigned

Authorized Signature
(PLEASE PRINT NAME)

ANTHONY F. SANNITTI, ESQ.



By:

Charles H. Wimer

President

Attest:

Charles H. Wimer

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its own choice (subject to the right of the insured to object for

reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph shall terminate any liability of the Company under this policy as to that claim.



Fidelity National Title Insurance Company

OF NEW YORK

SCHEDULE A OWNER'S FORM

Owner's

POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
5312-467789	August 3, 2001	\$77,640.00

RDT-9246

Premium: \$410.00 (Basic Rates)

1. Name of Insured:

Liberty Harbor Holding, LLC

2. The estate or interest in the land described herein and which is covered by this policy is:

Fee simple

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

Liberty Harbor Holding, LLC by deed from Consolidated Rail Corporation, a Corporation of the Commonwealth of Pennsylvania dated June 21, 2001 recorded August 3, 2001 in the Hudson County Register's Office in Deed Book 5847 Page 330.

4. The land referred to in this policy is described in Schedule C.

Property Address:

Tide Water Basin, Jersey City
Hudson County, NJ

DESCRIPTION ATTACHED

COUNTERSIGNED

By

Authorized Signatory

Anthony F. Sannitti, Esq.

Print Name Here

RIVERSIDE TITLE AGENCY, INC.
383 RIDGEDALE AVE.
EAST HANOVER, NJ 07936
PH: (973) 952-9088 FAX: (973) 952-0353

Claudia B. Faraldi, President
Director of Management

Albert N. Faraldi, PLS, PP
N.J. Lic. 29346
P.P. Lic. 3182

John J. Dziemian, PLS
N.J. Lic. 37582
Director of Field Operations



Member of New Jersey
Society of Professional Land
Surveyors.

American Congress on
Surveying & Mapping

National Society of
Professional Surveyors

831 First Street
Secaucus, New Jersey 07094-3432 (201)867-8044 Fax (201)867-0984

January 19, 2001

DESCRIPTION OF LOTS 20A, 25F, 26, 29, 29C, 41E, AND
UN-NUMBERED LOT,
TAX MAP OF THE CITY OF JERSEY CITY,
HUDSON COUNTY, NEW JERSEY.

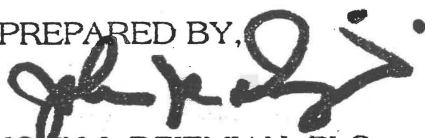
BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY
LINE CANAL STREET AND THE EASTERLY LINE OF JERSEY AVENUE, AND
RUNNING THENCE;

- 1) EASTERLY ALONG SAID SOUTHERLY LINE CANAL STREET, NORTH
89° - 30' - 56" EAST, 274.76 FEET TO A POINT, THENCE
- 2) SOUTH 00° - 24' - 30" EAST, 80.00 FEET TO A POINT, THENCE
- 3) WESTERLY AND PARALLEL WITH SAID SOUTHERLY LINE CANAL
STREET, SOUTH 89° - 30' - 56" WEST, 284.76 FEET TO A POINT,
THENCE
- 4) SOUTH 78° - 25' - 26" EAST, 64.85 FEET TO A POINT, THENCE
- 5) NORTH 89° - 51' - 36" WEST, 75.14 FEET TO A POINT, THENCE
- 6) SOUTH 00° - 26' - 04" EAST, 564.04 FEET TO A POINT, THENCE
- 7) NORTH 89° - 07' - 44" WEST, 42.91 FEET TO A POINT, THENCE
- 8) SOUTH 00° - 19' - 04" EAST, 360.00 FEET TO A POINT, THENCE
- 9) SOUTH 82° - 00' - 04" EAST, 684.52 FEET TO THE BEGINNING OF A
CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 372.50
FEET, THENCE
- 10) SOUTHEASTERLY 316.77 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 48° - 43' - 25" TO THE BEGINNING OF A
REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS
OF 227.50 FEET, THENCE
- 11) SOUTHEASTERLY 244.83 FEET ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 61° - 39' - 36" TO A POINT, THENCE
- 12) NORTH 85° - 03' - 42" EAST, 47.50 FEET TO A POINT, THENCE
- 13) SOUTH 04° - 56' - 18" EAST, 25.00 FEET TO A POINT, THENCE
- 14) SOUTH 85° - 03' - 42" WEST, 47.50 FEET TO THE BEGINNING OF A
CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 252.50
FEET, THENCE

- 15) NORTHWESTERLY 271.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $61^{\circ} - 39' - 42''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 347.50 FEET, THENCE
- 16) NORTHWESTERLY 295.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $48^{\circ} - 43' - 25''$ TO A POINT, THENCE
- 17) NORTH $82^{\circ} - 00' - 04''$ WEST, 211.73 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 247.50 FEET, THENCE
- 18) SOUTHWESTERLY 97.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $22^{\circ} - 29' - 07''$ TO A POINT, THENCE
- 19) SOUTH $75^{\circ} - 30' - 47''$ WEST, 314.61 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 285.00 FEET, THENCE
- 20) WESTERLY 81.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $16^{\circ} - 27' - 03''$ TO A POINT, THENCE
- 21) NORTH $88^{\circ} - 02' - 10''$ WEST, 154.67 FEET TO A POINT, THENCE
- 22) NORTH $07^{\circ} - 57' - 50''$ EAST, 38.00 FEET TO A POINT, THENCE
- 23) SOUTH $84^{\circ} - 32' - 10''$ EAST, 146.49 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 260.00 FEET, THENCE
- 24) EASTERLY 90.53 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $19^{\circ} - 57' - 00''$ TO A POINT, THENCE
- 25) NORTH $75^{\circ} - 30' - 47''$ EAST, 291.54 FEET TO A POINT, THENCE
- 26) NORTH $82^{\circ} - 00' - 04''$ WEST, 358.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 377.15 FEET, THENCE
- 27) WESTERLY 138.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ} - 58' - 42''$ TO A POINT, THENCE
- 28) NORTH $82^{\circ} - 00' - 04''$ WEST, 10.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 399.81 FEET, THENCE
- 29) WESTERLY 217.26 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ} - 08' - 08''$ TO A POINT OF CUSP IN SAID EASTERLY LINE OF JERSEY AVENUE, THENCE
- 30) NORTH $22^{\circ} - 04' - 22''$ EAST ALONG SAID EASTERLY LINE OF JERSEY AVENUE, 1102.88 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING AN AREA OF 244,608 SQUARE FEET, OR 5.615 ACRES

PREPARED BY,



JOHN J. DZIEMIAN, PLS
NJ LIC. NO GS37582



Fidelity National Title
INSURANCE COMPANY OF NEW YORK

POLICY NO. 5312-467789

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. The lien of all taxes for the year 19 , and thereafter. Lien for unpaid taxes from Date of Sale.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
4. Rights or claims of parties in possession.
5. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.
6. Subject to omitted assessment for taxes.
7. Subject to possible rights of owners of adjoining land locked parcel to cross a portion of the premises for access to a public street.
8. Subject to the terms and conditions of Riparian Grant in Deed Book 289 Page 294.
9. Effect, if any, of Easements in Deed Book 3446 Page 246, Deed Book 3607 Page 260, Deed Book 4634 Page 046, Deed Book 4635 Page 081 and Deed Book 5217 Page 134.
10. Rights, if any, as set forth in Deed Book 3457 Page 767.
11. Subject to right, title and interest of the State of New Jersey in and to any portion of the premises now or formerly flowed by the tide not covered by Riparian Grants.
12. Terms and Conditions of Deed Book 5847 Page 330, Deed to insured.
13. Assignment and Assumption in Deed Book 5847 Page 339.
14. Subject to such facts as would be revealed by an affidavit of title and Corporate Resolution of Sale from the Seller.
15. Subject to Lien, if any, of any judgments against Consolidated Rail Corporation.

ENDORSEMENT

Attached to Policy No. 5312-467789



Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

Exception No. 3 is removed. Unless an exception is taken in Schedule B, the policy insures against loss arising from easements, encroachments, overlaps and boundary line disputes. The following matters shown on a survey made by Faraldi Group, Inc., dated January 12, 2001, are added to Schedule B:

- (a) Eighty-four inch RCP Sewer crossing premises as shown.
- (b) New Jersey Transit Line crossing premises as shown.

This policy does not insure against errors or inaccuracies in the survey with respect to matters which do not affect title.

This endorsement is made a part of the policy or commitment. It is subject to all of the terms of the commitment or policy and any prior endorsements thereto. Except as expressly stated on this endorsement, the terms dates and amount of the commitment and prior endorsements are not changed.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers to become valid only when countersigned by an authorized signatory.

Dated: August 3, 2001

***Fidelity National Title Insurance Company
of New York***

Countersigned: _____

Authorized Signatory
(Please print name below)

Anthony F. Sannitti, Esq.



BY

President

ATTEST

Secretary

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured Or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the estate or interest, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at: 2 Park Avenue, New York, NY 10016

EXHIBIT 35

December 1, 1997 Grant of Easement from Conrail to New
Jersey Transit Corporation

7361

TARG



GRANT OF EASEMENT (N J)

Case No. 72764

97 DEC -3 PM 3:07

Barlow & Smalley
COUNTY DEED

THIS DEED, made the 1st day of December, in the year of our Lord One Thousand Nine Hundred and Ninety-seven (1997),

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street (19B), Philadelphia, Pennsylvania, 19101-1419, hereinafter referred to as the Grantor, and NEW JERSEY TRANSIT CORPORATION, an instrumentality of the State of NJ, having a mailing address of One Penn Plaza East, Newark, NJ 07105, hereinafter referred to as the Grantee.

010648

RECEIVED

WITNESSETH, that the said Grantor, for and in consideration of the sum of Thirty Thousand Dollars (\$30,000.00) 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 grant unto the said Grantee, the heirs or successors and assigns of the said Grantee, permanent and exclusive easement rights over, upon and across the Premises as more particularly described on Exhibit 'A' appended hereto and made a part hereof. Said Easement shall be used solely for the installation, repair, maintenance, replacement and renewal of a light-rail transit system and its appurtenances or for the installation of a public roadway.

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: THIS INSTRUMENT PREPARED BY:

Block 60, Lots 28A and 28F
on the Tax Maps for the
City of Jersey City, Hudson
County, NY

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

Consideration : \$ 0.00 Exempt Code: 5

County	State	N.P.H.R.F	Total
0.00	0.00	0.00	0.00
fee3	Date: 12/03/1997		

BK5217PG134

(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.) All costs and expenses in connection with the installation, maintenance, repair, renewal, rehabilitation and removal of said light-rail system and public roadway and their facilities and appurtenances shall be borne entirely by the Grantee.

(3.) All costs and expenses in connection with Grantee's use of the Premises shall be borne entirely by the Grantee, and Grantee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Grantor by reason of the easement and rights granted to Grantee; and Grantee further covenants and agrees to pay Grantor promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind whatsoever which may be levied, charged, assessed or imposed against Grantor to its property by reason of the aforesaid easement.

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

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.

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.

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:

Maryann Santitoro
Maryann Santitoro
Manager, Program Management

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

ATTEST:

Maryann Santitoro
Maryann Santitoro
Manager, Program Management

Wilberta C. Jackson
Wilberta C. Jackson
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA)

BE IT REMEMBERED, that on this 1st day of December in the year One Thousand Nine Hundred and Ninety-seven (1997), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real 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 Thirty Thousand Dollars (\$30,000.00).

Elizabeth C. Gallagher
Notary Public

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

BK5217PG136

CASE NO. 72764

GRANT OF EASEMENT TO
NEW JERSEY TRANSIT CORPORATION
EXHIBIT "A"

Hudson County, New Jersey

Parcels 17B, Line Code 0299

MAPS referred to in the description are on file in the office of New Jersey Transit Corporation, One Penn Plaza East, Newark, New Jersey 07105-2248.

BEING a part or portion of the same premises The Central Railroad Company of New Jersey, Debtor, by Conveyance Document 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, granted and conveyed unto Consolidated Rail Corporation.

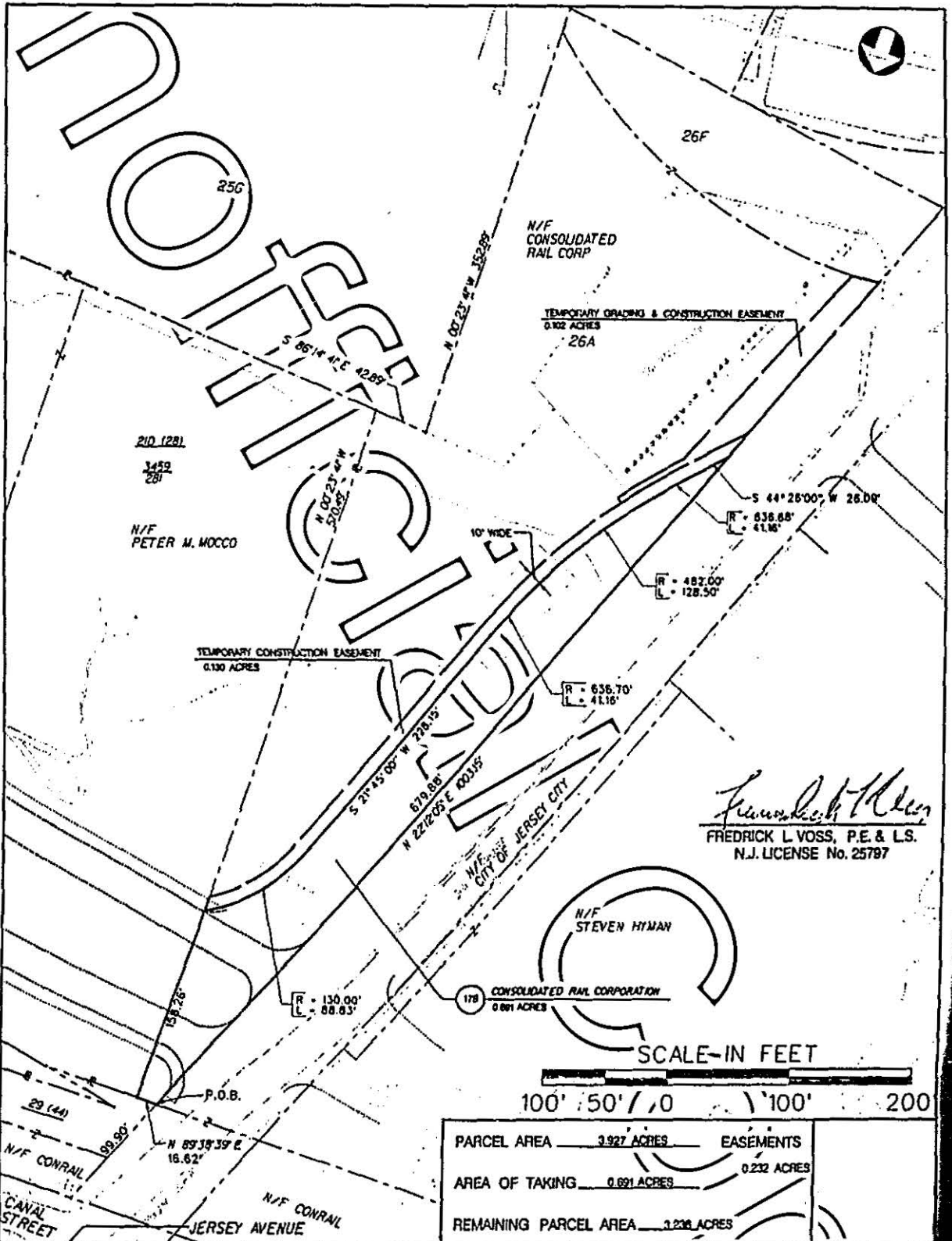
ALL THOSE CERTAIN pieces or parcels of land of the Grantor, being a portion of the line of railroad know as the Central New Jersey Main Line, and identified as Line Code 0299, situate in the City of Jersey City, County of Hudson and State of New Jersey, which is bounded and described in accordance with a Plat of Survey, identified as "NEW JERSEY TRANSIT CORPORATION, HUDSON-BERGEN LIGHT RAIL TRANSIT SYSTEM, PROPERTY PARCEL MAP, CITY OF JERSEY CITY, COUNTY OF HUDSON, SCALE AS INDICATED, sheets 1 and 2 of 2 dated March 4, 1996 and revised May 5, 1997, prepared by Fredrick L. Voss, Professional Land Surveyor No. 25797, of the State of New Jersey, and described as follows:

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

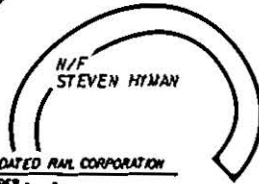
CASE No. 72764

Ia (8271) / 2a

L.C. 0299



Fredrick L. Voss
FREDRICK L. VOSS, P.E. & L.S.
N.J. LICENSE No. 25797



SCALE-IN FEET

100' 150' 200'

PARCEL AREA	3.927 ACRES	EASEMENTS	0.232 ACRES
AREA OF TAKING	0.091 ACRES		
REMAINING PARCEL AREA	3.236 ACRES		

NJ TRANSIT

HUDSON-BERGEN
LIGHT RAIL TRANSIT SYSTEM

PROPERTY PARCEL MAP

REV: MAY 5, 1987
DATE: MARCH 4, 1999
PARCEL No. 17B
OWNER CONSOLIDATED RAIL CORPORATION
BLOCK No. 60
LOT No. 26A & 26F
CITY OF JERSEY CITY
HUDSON CO., N.J.

PARCEL 17B

Beginning at a point in the easterly line of Jersey Avenue, if projected, with the southerly line of lands of Consolidated Rail Corp. (Lot 29 (44) Block 60 Tax Maps City of Jersey City); thence

Along said southerly line of Consolidated Rail Corp. N 89° 38' 39" E, a distance of 16.62 feet to a point in the westerly line of lands now or formerly of Peter M. Mocco; thence along said line of S00° 23' 41" E, a distance of 158.26 feet to a point, thence through other lands of Consolidated Rail Corp. and along the Proposed right-of-way line of the Hudson-Bergen Light Rail Transit System on a curve to the left with a radius of 130.00 feet, an arc length of 88.83 feet to a point of tangency; thence still through other lands of Consolidated Rail Corp. and along said Proposed right-of-way line S 21° 45' 00" W, a distance of 228.15 feet to a point of curvature; thence still through other lands of Consolidated Rail Corp. and along said Proposed Right-of-Way Line on a curve to the right with a radius of 636.70 feet, an arc length of 41.16 feet to a point of compound curvature; thence still through other lands of Consolidated Rail Corp. and along said Proposed right-of-way line on a curve to the right with a radius of 482.00 feet, an arc length of 128.50 feet to a point of another compound curve, still through other lands of Consolidated Rail Corp. and along said proposed right-of-way line on a curve to the right with a radius of 636.68 feet, and an arc length of 41.16 feet to a point of tangency; thence still through other lands of Consolidated Rail Corp. and along said Proposed right-of-way line S 44° 26' 00" W, a distance of 26.09 feet to a point in the above mentioned easterly line of Jersey Avenue, if projected; thence along said line

N 22° 12' 05" E, a distance of 679.88 feet to the point and Place of Beginning.

Containing 0.691 acre (30,100 s.f.)

Together with a 10 feet easement for grading and construction along the easterly proposed right-of-way line. Said easement contains 0.130 acres more or less.

And also a temporary grading and construction along the westerly line of the entire Conrail tract.

The above lands are subject to the right of first refusal of Peter M. Mocco. Said rights were granted to Peter M. Mocco by Consolidated Rail Corporation.

THIS MAP AND DESCRIPTION ARE BASED ON SURVEYS, GENERAL PROPERTY PARCEL MAPS AND PARCEL DESCRIPTIONS PREPARED BY BET CONSULTANTS, EAST HANOVER, NEW JERSEY.

FREDRICK L. VOSS, P.E. & L.S.
N.J. License No. 25797

	PARCEL AREA: 3.927 Acres AREA OF TAKING: 0.691 Acres REMAINING PARCEL AREA: 3.236 Acres EASEMENTS 0.232 Acres
	PROPERTY PARCEL MAP
HUDSON-BERGEN LIGHT RAIL TRANSIT SYSTEM	PARCEL No.: 17B DATE: March 4, 1996 Revised: May 5, 1997 OWNER: Consolidated Rail Corp. (Conrail) BLOCK No.: 60 LOT No. 26A, 26F CITY OF JERSEY CITY HUDSON CO., N.J.

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

ALL-STATE LEGAL
A Division of All-state International, Inc.
800-222-0510 in NJ 908-272-0800

D G R V S - 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 ESSEX

ss.

FOR RECORDER'S USE ONLY

Consideration \$ _____
Realty Transfer Fee \$ _____
Date _____ By _____

*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
(Name), being duly sworn according to law upon his/her oath deposes and

says that he/she is the legal representative of the grantee

(State whether Owner, Grantee, Legal Representative, Corporate Officer, Officer of Title Co. or other institution, etc.)

In a deed dated December 1, 1997, transferring real property identified as Block No. 60

Lot No. (26A & 26F) located at Jersey Avenue, Jersey City, Hudson County, New Jersey
(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 \$ 30,000.00

(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.

7b. By or to the United States, this State, or any instrumentality or agency thereof. ()

(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 3rd day of Dec, 1997

Lucretia White
A NOTARY PUBLIC OF THE
STATE OF NEW JERSEY
MY COMMISSION EXPIRES
JULY 24, 2000

Suzanne L. Silverman NEW JERSEY TRANSIT CORPORATION
(Name of Deponent (sign above line)) (Name of Grantee (type above line))
SUZANNE L. SILVERMAN, DAG
ONE PENN PLAZA EAST, NEWARK, NJ 07105-2246
(Address of Deponent) (Address of Grantee at Time of Sale)

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

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. 18:18-9.12).

TRIPPLICATE - Pink copy is your file copy.

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICE 041947125XB

EXHIBIT 36

July 12, 2016 Application filed by Conrail "In the Matter of Notice by Consolidated Rail Corporation for the Approval of the Sale and Conveyance to Liberty Harbor Holding[.]"

IN THE MATTER OF NOTICE BY	)	
CONSOLIDATED RAIL CORPORATION	:	NOTICE
FOR THE APPROVAL OF THE SALE AND	)	
CONVEYANCE TO LIBERTY HARBOR	:	
HOLDING, LLC OF A 5.61 ACRE PARCEL	)	N.J.A.C. 16:65-4.5 (c), (e) and (f)
OF LAND LOCATED IN JERSEY CITY,	:	
NJ FOR \$77,640.00	)	

To the: STATE OF NEW JERSEY, DEPARTMENT OF
TRANSPORTATION, TRENTON, NJ

Consolidated Rail Corporation ("Transferor"), with offices at 1717 Arch Street, Philadelphia, PA 19103, pursuant to N.J.A.C. 16:65-4.5 (e) hereby gives Notice to the New Jersey Department of Transportation of the sale of certain real property described herein (the "Property").

The name, title and address of the person to whom correspondence or communication in the case should be addressed to is: Ms. Rachael Gray Crandley, Assistant Director of Business Development, Consolidated Rail Corporation 1717 Arch Street, Philadelphia, PA 19103, (215)209-5027.

Under the provisions of N.J.A.C. 16:65-4.5 (c) and (e), sales of land by a utility under the value of \$125,000 do not require a formal "Petition", but merely a "Notice" to New Jersey Department of Transportation. Also, because the sale is under \$125,000, the requirement to advertise the sale is eliminated. These provisions acknowledge a class of minor transactions and apply lesser sales requirements and an expedient process time of only 15 days.

Pursuant to N.J.A.C. 16:65-4.5 (f), the "Transferor" provides the following information:

1. The property is located in Jersey City, County of Hudson, and State of New Jersey and consists of a 5.61 acre parcel of vacant land that was formerly used as an industrial spur track

NJDOT CERTIFICATION

and ware yard that served as an industrial user up until the 1950's. The property was never used as an operating rail line.

2. The tax Lot and Block is Blocks 60 and 2145 Lots 20A, 25F, 26, 29, 29C, 41E and unnumbered lot in the Jersey City Assessment records. The property consists of a non-operating parcel of vacant land.
3. The transferee is Liberty Harbor Holding, LLC (LHH, LLC), a Limited Liability Company in the State of New Jersey. The consideration was \$77,640. The deed was transferred on June 21, 2001, and the deed is filed in the Hudson County Registers Office in Book 5847 Page 337. The filed deed and survey map are attached as Exhibit "A".
4. LHH, LLC is and its affiliated companies are the "Designated Redeveloper" of this and the surrounding lands duly established as the Liberty Harbor North Redevelopment Project Area by the Jersey City Redevelopment Agency. LHH, LLC owns approximately 44 acres of land contiguous to the subject parcel. Under its Redevelopers agreement with the JCRA, LLH has exclusive right of ownership in this area.
5. The subject "Property" is part of the excess railroad land acquired by Conrail from the Bankruptcy Trustees of the Central Railroad of New Jersey and the Lehigh Valley Railroad at no cost. The subject "Property" and surrounding properties were duly abandoned by the Interstate Commerce Commission on February 25, 1982 under Docket No: AB-167 (Sub-Non. 327N) and on April 7, 1987 under Docket No.: AB-167 (Sub-No. 1036N), copies of which are attached as Exhibit "B". The Director of Real Estate for Conrail, Robert W. Ryan, was authorized to transfer the "Property" to LHH, LLC by the Board of Directors. The full and fair consideration was \$77, 640.
6. As the "Designated Redeveloper" for the Liberty Harbor North Redevelopment Area. The City of Jersey City directed the sale of the subject "Property" to LHH, LLC. A contiguous parcel of Conrail Property was sold to the City of Jersey City for the Street ROW purposes during the same time period. NJ Transit retains as easement in a portion of the "Property" for

Right of Way for the Hudson- Bergen Light Rail. Said easement survived the sale and is in full force and effect today.

7. The property is not income producing.
8. The property is not encumbered by a mortgage.
9. No transfer of certificates is involved.
10. Under the Provisions of N.J.A.C. 16:65-4.5 (c) and (e), because the said property has a value of less than \$125, 000, no advertisement for sale nor petition to the New Jersey Department of Transportation is required. The value and sales price of \$77,640 was determined by Conrail Director of Real Estate, Robert W. Ryan.
11. There is no relationship between the parties other than that of transferor and transferee.
12. The "Property" was carried on the Transferor books at \$0 value.
13. The property is not used or useful to the transferor.
14. The statements contained herein are true facts and I certify same.



Rachael Gray Crandley
Assistant Director of Business Development
Consolidated Rail Corporation 7/12/16

EXHIBIT 37

February 1, 2017 DOT Approval of the sale of the Triangle Parcel by
Conrail to LHH

IN THE MATTER OF APPLICATION
OF CONSOLIDATED RAIL
CORPORATION, FOR THE APPROVAL
OF THE SALE AND
CONVEYANCE TO LIBERTY HARBOR HOLDINGS, LLC,
OF A 5.61 ACRE PARCEL OF LAND
IN JERSEY CITY, NEW JERSEY FOR \$77,649

On June 25, 2016, Consolidated Rail Corporation ("CONRAIL") filed a notice with the New Jersey Department of Transportation ("Department"), in accordance with N.J.A.C. 16:65-4.5(e) ("Notice"), to sell certain property that is part of its railroad right-of-way to the developer LIBERTY HARBOR HOLDINGS, LLC. The property is more specifically identified in the Notice as all of Block 60 and Block 2145, Lots 20A, 25F, 26, 29, 29C 41E and an unnumbered lot on the current tax maps of Jersey City, New Jersey ("the property").

After reviewing the Notice, the Department finds that CONRAIL has provided all information required by N.J.A.C. 16:65-4.5(f); that the sale is taking place in the ordinary course of business; and that the property being sold is not used by or useful to CONRAIL. For the foregoing reasons, the Department hereby approves the sale of property to LIBERTY HARBOR HOLDINGS, LLC, in accordance with N.J.S.A. 48:3-7.

The Department further states that, with respect to the property described in the Notice only, it waives any right of first refusal it may have under N.J.S.A. 48:12-125.1. This statement is made pursuant to Department's authority under N.J.S.A. 27:1A-5(c); N.J.S.A. 27:1A-5.1(c); N.J.A.C. 16:65-4.5; and N.J.A.C. 16:65-4.6.

New Jersey Department of
Transportation



Nicole T. Minutoli, Esq.
Director, Division of
Multimodal Services

DATE: 8/1/17

EXHIBIT 38

December 17, 2013 Jersey City Planning Board Resolution Approving
Park Avenue Landing Preliminary and Final Major Site Plan

**RESOLUTION OF THE PLANNING BOARD OF THE CITY OF JERSEY CITY
APPROVING PRELIMINARY AND FINAL MAJOR SITE PLAN**

APPLICANT: **PARK AVENUE LANDING LLC**

FOR: **Preliminary and Final Major Site Plan**

PROPERTY: **Block 15810, Lots 1.01, 1.03**
 Block 15809, P/O Lot 1

CASE NO. **P13-037**

WHEREAS, Genova Burns Giantomasi Webster LLC (Eugene T. Paolino. appearing) on behalf of the Applicant, Park Avenue Landing LLC, (hereinafter "Applicant") for the Applicant's application to the Planning Board of the City of Jersey City (hereinafter "Board"), County of Hudson and State of New Jersey for Preliminary and Major Site Plan, filed under case number P13-037, involving the development of approximately three hundred and ninety-four (394) dwelling units, thirty-nine (39) story building containing approximately forty-four thousand seven hundred, and sixty-two (44,762) square feet of retail space, thirty-two thousand, and one hundred (32,100) square feet of civic space and ninety (90) above ground on-site parking spaces, located at Block 15809, Lot 1 on property more commonly known as 140 Park Avenue (hereinafter "Property") together with roadway improvements on Proposed Block 15810, Lots 1.01 and 1.03 as described in the Applicant's subdivision approval, granted of even date herewith under case number P13-035. This resolution should be considered in conjunction with the resolutions for two (2) applications for site plan approval, listed as case numbers, P13-036, and P12-09.1 and one (1) application for subdivision listed as P13-035 approved on the same day; and

WHEREAS, the Property is partly owned by Liberty Harbor Holding, LLC, and partly by Applicant and Liberty Harbor Holdings LLC have entered an agreement to obtain fee title for the entire Property; and

WHEREAS, the Property is subject to the Liberty Harbor North Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, it appears that due notice of a hearing of the above-described Application before the Board, on Tuesday, August 6, 2013 at 5:30 PM, was duly published, as prescribed by Land Development Ordinance of the City of Jersey City and the Redevelopment Plan; and

WHEREAS, Applicant has submitted proof that it has complied with applicable procedural requirements, including public notice and the payment of fees; and

WHEREAS, the Board has heard and considered the evidence presented by Applicant in support of the within application including the sworn testimony of its three (3) expert witnesses (Eric Ballou of InSite Engineering, Jason Kreuzer of Perkins Eastman Architects, and Edward Kolling of Dresdner Robbin), and the comments and recommendations of Planning Staff; and

WHEREAS, having considered the within application, all supporting documents, the sworn testimony in support of the application, the comments and recommendations of Planning Staff the Board hereby makes the following findings of fact and conclusions thereon:

FINDINGS OF FACT

1. All the recitals hereinabove set forth are incorporated herein by reference and all the exhibits, drawings and documents, including the City planner's testimony, are hereby incorporated by reference.

2. The Applicant is the designated redeveloper for the Property pursuant to the Redevelopment Plan and requests approval of its Preliminary and Final Major Site Plan application to construct approximately three hundred and ninety-four (394) dwelling unit in a thirty-nine (39) story building containing approximately forty-four thousand seven hundred, and approximately sixty-two (44,762) square feet of residential space, approximately thirty-two thousand, and one hundred (32,100) square feet of civic community space and ninety (90) on-site parking spaces, located at Block 15809, Lot 1 on property more commonly known as 140 Park Avenue together with roadway improvements on Proposed Block 15810, Lots 1.01 and 1.03, as described in Applicant's subdivision approval, granted of even date herewith under case number P13-035.

3. The Applicant has met the procedural requirements of the Land Development Ordinance of the City of Jersey City (the "Ordinance") and the Redevelopment Plan, including the payment of fees, and in all other respects the application conforms to the requirements of the Ordinance and Redevelopment Plan and the City's Master Plan for approval of the Amended Preliminary and Final Major Site Plan application in the City of Jersey City.

4. The Property is presently owned by Liberty Harbor Holding LLC (hereinafter "Liberty Harbor") but subject to an acquisition agreement with Applicant.

5. The Property is currently vacant.

6. The Property is located within the Liberty Harbor North Redevelopment Area.

7. Eric Ballou of InSite Engineering, the Applicant's engineer, described the boundaries of the Liberty Harbor North Redevelopment Area as well as the location of the proposed project site adjacent to Jersey Avenue, the newly subdivided Block 15810, Lots 1.01, 1.03 (f/k/a Block 15810, Lot 1) and Block 15809, Lot 1. Mr. Ballou explained that a roadway

system will be developed to envelope the project site with existing Jersey Avenue to the West, newly created Park Avenue to the South, newly created Dorset Street to the East and newly created Avenue G to the North.

8. Mr. Ballou further testified to the outdoor amenities on the project site including a park that will be created on the newly subdivided Block 15810, Lot 1.03 (F/K/A Block 15810, Lot 1). A dog run will also be placed in the project area in the southwest corner. The project area will be landscaped on the property as well as along the median of Park Avenue with tree species that create a deviation from the Plan.

9. Mr. Ballou testified that the Redevelopment Plan requires .5 parking space per residential unit and that it is anticipated that a garage will be built on the project site to accommodate this demand. Until the completion of a garage, ninety (90) parking spaces will be placed on-site for which Applicant will require a deviation from the requirements of the Plan. Fifty-four (54) parking spaces will be available on the street adjacent to the Property. One hundred and thirty-one (131) spaces will be available on a surface parking to be memorialized in a resolution of site plan approval, listed as case numbers, P13-036, and P12-09.1. Mr. Ballou testified that all of the parking lots will be at a twelve (12) feet elevation to comply with the Federal Emergency Management Agency's flood guidelines.

10. Mr. Ballou also testified that with regard to stormwater, there is currently little to no infrastructure in the area. Therefore, the Applicant proposes an outfall that is currently part of the City's Master Plan's utility plans. A new sanitary sewer will be installed in coordination with the Jersey City Municipal Utilities Authority.

11. Jason Kreuzer of Perkins Eastman, the Applicant's architect, testified that the project will involve the development of a thirty-nine (39) story building at the corner of Park

Avenue and Dorset Street, stepping down to a seven (7) story base fronting on Dorset Street. The first two (2) stories of the base will contain forty-four thousand, seven hundred and sixty-two (44,762) square feet of retail space while the remaining five (5) will be residential. A three (3) story community center facing onto Park Avenue West will also be incorporated to the base composing thirty-two thousand (32,000) square feet.

12. Mr. Kreuzer further testified that two types of brick will be employed on the façade with one articulating the community center and the seven (7) story base while the other will be used on the vertical mass of the tower.

13. Mr. Kreuzer also described the typical floor plan of the building which ultimately will contain approximately three hundred and ninety-four (394) residential units.

14. Edward Kolling of Dresdner Robin, the Applicant's planner, testified to the necessity of several requested deviations. Relying on N.J.S.A. 40:55D-70(c)(2), Mr. Kolling explained that the deviations were necessary and the benefits of granting the deviations outweighed the detriments. Mr. Kolling explained that it was necessary to deviate from the Street Network Map and Thoroughfare Standards of the Plan in order to change traffic pattern from one way directional traffic to allow two-way traffic on Dorset Street (a portion of Proposed Block 15810, Lot 1.03). Without this deviation, individuals entering the road would be unable to exit.

15. Mr. Kolling also explained that the species trees set forth in the Redevelopment Plan create a large amount of debris and would be unable to withstand the conditions required if it were to be planted in a street median. Mr. Kolling suggested other trees which would be better suited for the conditions at the property. Finally, Mr. Kolling testified to the necessity of

allowing for a parking deviation because there was not enough room for the required parking on-site while parking would be provided in the immediate area and on the surrounding streets.

16. Mr. Kolling explained that it was necessary to deviate from the parking requirements of the Plan in order to allow for surface parking to accommodate the construction of the phased development on the Project Area. Due to the extensive nature of this multi-phased development, an extension of time would be required for the interim use of parking and improvements to ten (10) years. Mr. Kolling further explained that while parking lots were interim in nature that the lots proposed herein would be fully paved, landscaped, decorated with fencing and that adequate drainage would be provided.

17. The Board finds that the proposed improvements will benefit the community through the promotion of the intent and purpose of the Redevelopment Plan and the Municipal Land Use Law. The proposed project meets the intent of the Plan and therefore the granting of the variances will guide the appropriate use and development of this site in a manner that will promote the general welfare consistent with N.J.S.A. 40:55D-2a. The proposed project will have a density that is suitable for its location. Therefore, this project will promote the establishment of an appropriate population density that will support the revitalization of this area and contribute to the well-being of persons, the neighborhood and the community in accordance with N.J.S.A. 40:55D-2e. Additionally, the project will promote a desirable visual environment through creative development techniques and good civic design and arrangement, consistent with N.J.S.A. 40:55D-2i.

18. The Board finds that granting the deviations will not result in a detriment to the public good. The project is consistent with the purpose and intent of the Redevelopment Plan and the City's Master Plan and will develop a vacant parcel of land to advance the purposes and

intent of the Redevelopment Plan. The granting of the requested variances will not substantially impair the intent and purpose of the Redevelopment Plan. Accordingly, the requested deviations can be granted in that the positive and negative criteria of the Municipal Land Use Law have been satisfied. Moreover, the benefits of granting the requested variances would substantially outweigh any detriments relative to any adjustments or deviations from any bulk criteria.

19. The Board hereby grants relief from the requirements of Sec. General Regulations, Subsection VII. Circulation Plan Requirements, Page V.4 (see diagram at Sec. Vehicular Circulation, Page III.2) in order to change traffic pattern from one way directional traffic to allow two way traffic on Dorset Street (a portion of Proposed Block 15810, Lot 1.03); and to construct permanent street improvements on a Dorset Street (Proposed Block 15810, Lot 1.02) to allow proper traffic circulation until the master plan roadway network is completed in the area following the construction of Phase I of the above proposed traffic.

20. The Board hereby grants relief from the requirements of Sec. Landscape Regulation, Page V.12 of the Plan in order to revise tree species on roadways (a portion of Proposed Block 15810, Lot 1.03) as the required species of the Redevelopment Plan are not sustainable in the medians of the roads.

21. The Board hereby grants relief from the requirements of Sec. General Regulations, Subsection. VI. Parking and Loading Requirements of the Redevelopment Plan as suitable parking will be temporarily provided on-site, in adjacent surface parking areas and through on-street parking until the completion of all phases of the above proposed development.

22. The Applicant's proposed Preliminary and Final Major Site Plan application in all other respects all of the land use and design requirements of the Plan.

NOW, THEREFORE, BE IT RESOLVED that the Planning Board of the City of Jersey City, County of Hudson and State of New Jersey, for the foregoing reasons, as well as those reasons stated on the record herein, which reasons are incorporated herein by reference, that the within application for a Preliminary and Final Major Site Plan, filed under case no. P13-037, involving the development of approximately three hundred and ninety-four (394) dwelling units in thirty-nine (39) story building, containing forty-four thousand seven hundred, and sixty-two (44,762) square feet of residential space, thirty-two thousand, and one hundred (32,100) square feet of community space and ninety (90) above ground on-site parking spaces, located at Block 15809 Lot 1 on property more commonly known as 140 Park Avenue, together with roadway improvements on Proposed Block 15810, Lots 1.01 and 1.03 as described in Applicant's subdivision approval, granted of even date herewith under case number P13-035 hereby is approved, subject to the following conditions:

- A. Applicant agrees to address and comply with any other lawful and appropriate review agent comments from the City of Jersey City;
- B. That the roads, parks, and parking to be built as part of the above proposed site plan are substantially completed before any temporary or permanent Certificate of Occupancy is issued;
- C. Applicant will work with the City of Jersey City Department of Planning or their designee for the installation of murals to the blank façades of the building;
- D. Applicant must allow Title 39 ticketing on the any and all private roads associated with the construction of the above proposed project;
- E. Applicant agrees to return to the Board with interior floor plans and signage once a tenant is identified for the community center in the base of the project and that if

any changes are made to the access points of the community center it is done via Site Plan Amendment;

- F. A Bond shall be posted for the roads and parks to be built as part of the above proposed project; and
- G. The park to be built as part of the above proposed project will be maintained and any damaged equipment will be replaced by the developer. The developer will dedicate the park to the City of Jersey City who will be under no responsibility to accept the park.
- H. All conditions as outlined in the transcript by the City Planner, Ms. Bucci-Carter, PP, AICP, and as requested by the members of the Planning Board.

**RESOLUTION OF THE PLANNING BOARD OF THE CITY OF JERSEY CITY
APPROVING PRELIMINARY AND FINAL MAJOR SITE PLAN**

APPLICANT: PARK AVENUE LANDING LLC

FOR: Preliminary and Final Major Site Plan

PROPERTY: Block 15810, Lots 1.01, 1.03
Block 15809, P/O Lot 1

CASE NO. P13-037

DATE OF HEARING: August 6, 2013

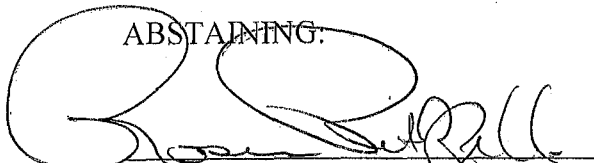
VOTE: 6-0

**VOTING IN FAVOR:
COMMISSIONERS**

1. Commissioner Dr. Orlando V. Gonzalez
2. Commissioner Edward Torres
3. Commissioner Roberto McPherson
4. Commissioner Karen McIntyre
5. Commissioner Michael Sims
6. Chairwoman Roseanna Petruzzelli

VOTING AGAINST: NONE

ABSTAINING: NONE


ROSEANNA PETRUZZELLI, Chairwoman
JERSEY CITY PLANNING BOARD


ROBERT D. COTTER, Secretary
JERSEY CITY PLANNING BOARD

APPROVED AS TO LEGAL FORM:


JOSEPH TALAFOUS, Esq.
JERSEY CITY PLANNING BOARD

DATE OF MEMORIALIZATION:

12/17/13

EXHIBIT 39

March 28, 2013 Jersey City Ordinance #13-036 Adopting
Amendments to Liberty Harbor North Redevelopment Plan

City Clerk File No. Ord. 13-036

Agenda No. 3.F 1st Reading

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



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-036

TITLE:
**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS TO THE LIBERTY HARBOR NORTH REDEVELOPMENT PLAN RELATING TO
REDEVELOPMENT PLAN BLOCKS 16, 17, THE WIDENING OF PARK AVENUE, NEW PARKS
AND CIVIC FACILITIES**

WHEREAS, the Local Redevelopment and Housing Law, NJSA 40A:12A-1 et seq. permits municipalities to adopt and amend regulations dealing with areas declared to be "in need of redevelopment" and "in need of rehabilitation"; and

WHEREAS, the Municipal Council of the City of Jersey City adopted a redevelopment plan for the Liberty Harbor North Redevelopment Plan Area on March 2, 1983; and

WHEREAS, the Liberty Harbor North Redevelopment Plan has been amended periodically since its adoption with sweeping changes made in 2002 by the adoption of the Duany Plater-Zyberk Master Plan; and

WHEREAS, the Municipal Council of the City of Jersey City wishes to assure continued high quality design and development within the Liberty Harbor North Redevelopment Plan area; and

WHEREAS, the first proposed amendment in addition to minor editing adjustments throughout the plan alters the bulk and square footage use allocation, and increases the height and permitted residential units for redevelopment plan Block numbers 16 & 17; and creates a new park on the western portion of Avenue G; and

WHEREAS, this amendment increases the land area devoted to public parks, walkways and civic amenities and improves the vehicular and pedestrian connections to Jersey Avenue; and

WHEREAS, the Planning Board of Jersey City, at its meeting of March 5, 2013, reviewed this amendment and found there to be many advantages to the proposed amendments and unanimously recommended that the Municipal Council adopt the proposed amendments; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the proposed Amendments and Map revisions, attached hereto, as Recommended by the Jersey City Planning Board on March 5, 2013 be, and hereby is, adopted.

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.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

APPROVED AS TO LEGAL FORM

APPROVED: Carl Paslick

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

Date Submitted to B.A. _____

ORDINANCE FACT SHEET

1. Full Title of Ordinance/Resolution/Cooperation Agreement:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LIBERTY HARBOR NORTH REDEVELOPMENT PLAN RELATING TO REDEVELOPMENT PLAN BLOCKS 16, 17, THE WIDENING OF PARK AVENUE, NEW PARKS AND CIVIC FACILITIES

2. Name and Title of Person Initiating the Ordinance, Resolution, etc.:

Carl S. Czaplicki, Director, Department of Housing, Economic Development, and Commerce

3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:

The Liberty Harbor North Redevelopment Area is approximately bounded by Grand Street on the North, Jersey Avenue on the West, the Tidewater Basin to the South and Luis Munoz Marin Boulevard on the East.

This ordinance adopts amendments to the bulk and square footage use allocation, and increases the height and permitted residential units for Redevelopment Plan Blocks 17 & 16, changes the western portion of Avenue G into a park linked to a pedestrian walkway along the light rail from the station to Park Avenue and changes the building classes required for each Block. It changes the thoroughfare standards to reflect the roadway adjustments and the Community Facilities & Parks Plan for the new parks and civic spaces.

4. Reasons (Need) for the Proposed Program, Project, etc.:

1. Responds to the reality of changing unit sizes in the current residential market;
2. Allow for the development on Block 16 & 17 to move forward without cost to the City;
3. Requires concurrent improvements to Park Avenue;
4. Elimination of a long boxy buildings along Jersey Avenue;
5. Creation of a new parks and walkways linkages to the Jersey Avenue Light Rail Station;
6. Improve the vehicular connections to Jersey Avenue and resolve other minor street connections.

5. Anticipated Benefits to the Community:

1. Allows for the continued investment into this plan area,
2. Improved street connections.
3. Improved pedestrian and vehicular circulation.
4. Addition of another 3 acres of Green space within the City
5. Improved Civic space within the Plan area
6. Allows for more building variation, resulting in neighborhoods being more natural and more suited to the existing fabric of the City's downtown districts.

6. Cost of Proposed Program, Project, etc.:

No expense to the city.

7. Date Proposed Program or Project will commence:

It will commence upon approval of the redevelopment plan amendment.

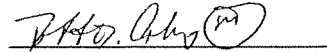
8. Anticipated Completion Date: N/A

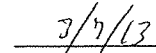
9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Robert D. Cotter, Director, City Planning 547-5050
Maryann Bucci-Carter, City Planning 547-4499

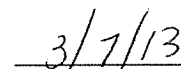
10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.


Division Director


Date 3/7/13


Department Director Signature


Date 3/7/13

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LIBERTY HARBOR NORTH REDEVELOPMENT PLAN RELATING TO REDEVELOPMENT PLAN BLOCKS 16, 17 , THE WIDENING OF PARK AVENUE, NEW PARKS AND CIVIC FACILITIES

The Liberty Harbor North Redevelopment Area is approximately bounded by Grand Street on the North, Jersey Avenue on the West, the Tidewater Basin to the South and Luis Munoz Marin Boulevard on the East.

This ordinance adopts amendments to the bulk and square footage use allocation, and increases the height and permitted residential units for Redevelopment Plan Blocks 17 & 16, changes the western portion of Avenue G into a park linked to a pedestrian walkway along the light rail from the station to Park Avenue and changes the building classes required for each Block. It changes the thoroughfare standards to reflect the roadway adjustments and the Community Facilities & Parks Plan for the new parks and civic spaces.

REGULATING PLAN: HEIGHTS

REVISE

Block 17 Previously Approved

REVISED HEIGHTS
PARCEL BROKEN DOWN INTO
DIFFERENT CLASS SECTIONS
AS SHOWN

REVISED HEIGHTS
PARCEL BROKEN DOWN INTO
DIFFERENT CLASS SECTIONS
AS SHOWN

ADD XL-CLASS: 32 STORIES PLUS CUPOLA

REVISED TO XXL FROM XL CLASS

L-CLASS
S-CLASS
XL-CLASS
M-CLASS
L-CLASS
M-CLASS
PARK

-  XS-Class Buildings: 2 Stories, Max. height limit 40' Restaurant, Retail and Entertainment uses only on Block 28.
-  S-Class Buildings: 4 Stories plus Attic
-  SM-Class Buildings: 6 Stories plus Attic
-  M-Class Buildings: 8 Stories plus Attic
-  L-Class Buildings: 16 Stories plus Towers/Penthouse
-  XL-Class Building: 32 Stories plus Cupola
-  XXL-Class Building: 45 Stories plus Cupola
-  Civic Class Buildings: 2 Stories of max. 20' each, plus roof articulations above if desired. (no above-grade parking)
-  Civic Class Base within S, SM, & L-Class Building: (As many as 3 stories shall be civic) OR as alternative, S, SM, & L-Class Building only.
-  Mid-Block Parking: open space at block centers may be used for parking lots of a max. height determined by the Urban and Architectural Regulations. A minimum of 20% of this midblock area will be dedicated to open space, primarily in the form of townhouse rear yards, as discussed in III.L of the General Regulations.

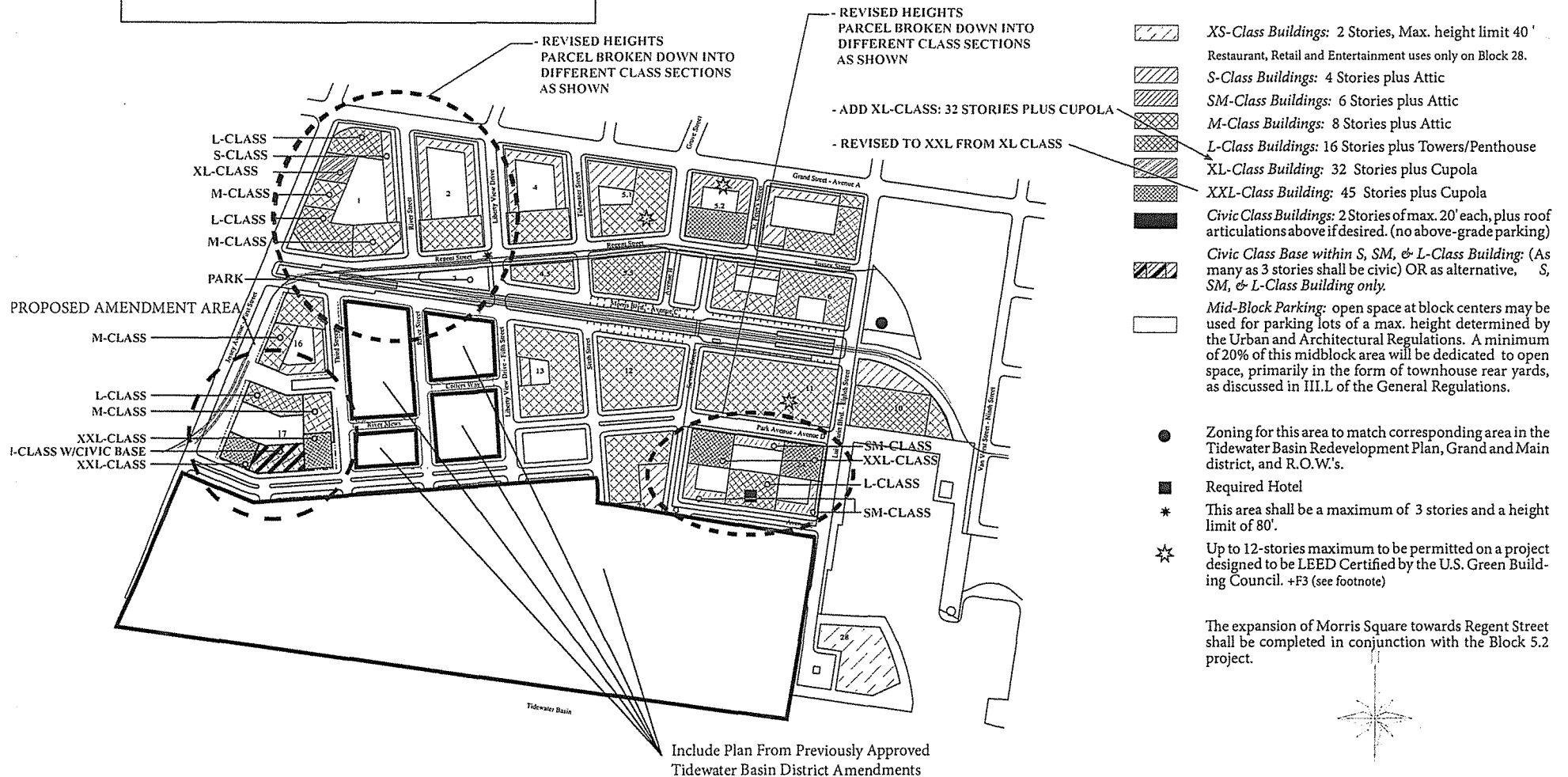
-  Zoning for this area to match corresponding area in the Tidewater Basin Redevelopment Plan, Grand and Main district, and R.O.W.'s.
-  Required Hotel
-  This area shall be a maximum of 3 stories and a height limit of 80'.
-  Up to 12-stories maximum to be permitted on a project designed to be LEED Certified by the U.S. Green Building Council. +F3 (see footnote)

The expansion of Morris Square towards Regent Street shall be completed in conjunction with the Block 5.2 project.

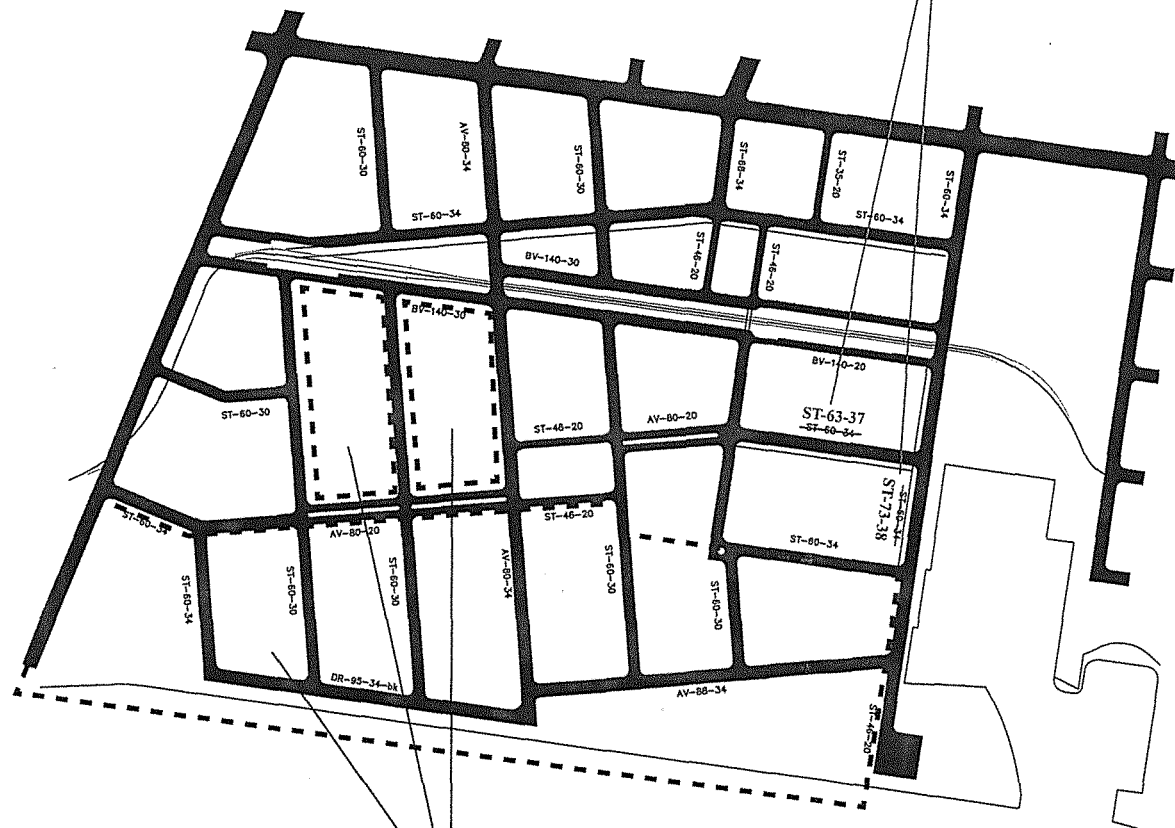
IS NOT UP TO DATE WITH APPROVED
TIDEWATER BASIN DISTRICT PLAN



Block 17 Proposed Amendment



-- REVISED THOROUGHFARE STANDARDS
FOR PARK AVE AND MARIN BLVD.



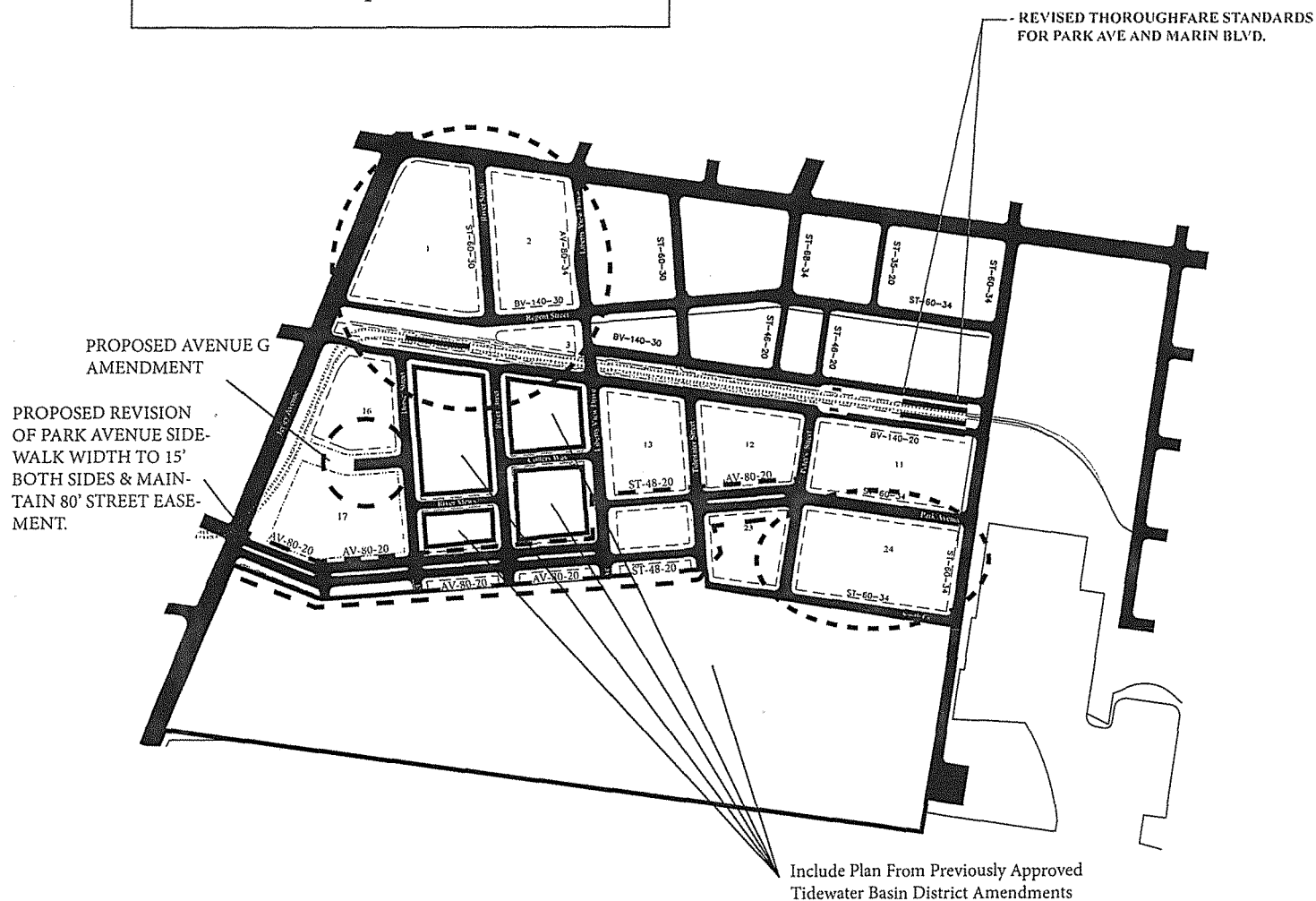
IS NOT UP TO DATE WITH APPROVED
TIDEWATER BASIN DISTRICT PLAN

The labels refer to the design of each street, provided in the Thoroughfare Standards ahead. The names indicate the right-of-way width and pavement width, such that a ST-60-30 is a street with a 30' pavement in a 60' R.O.W. This one-way thoroughfare type matches similar rowhouse streets in Jersey City's historic neighborhoods. All of the remaining streets are two way, with the exception of ST-46-20, which is a street that circles public squares.

Improvements to extensions of Grove Street between blocks 5.1 & 5.2 shall include decorative surface treatment and / or raised plaza elements. Details shall be presented for approval at the time of SITE PLAN APPLICATION, or before. The curb layouts regarding the extension of Morris Square shall occur in conjunction with the extension of Regent Street. Details of improvements to Morris Square shall be presented for approval at the time of SITE PLAN APPLICATION, or before, with block 5.2



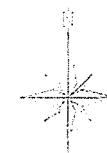
Block 17 Proposed Amendment



As in the best cities and towns, the plan calls for a porous street network of many small thoroughfares. Automobile traffic is distributed evenly across the site, so that no street requires more than one lane of traffic in each direction. Traffic is kept moving slowly, so that the sidewalks feel safe for walking. The presence of a true network provides multiple paths to every destination, so that pedestrians can have a varied routine, and drivers can avoid backups by taking alternate routes. Blocks are small – averaging 220' by 500', further easing pedestrian circulation.

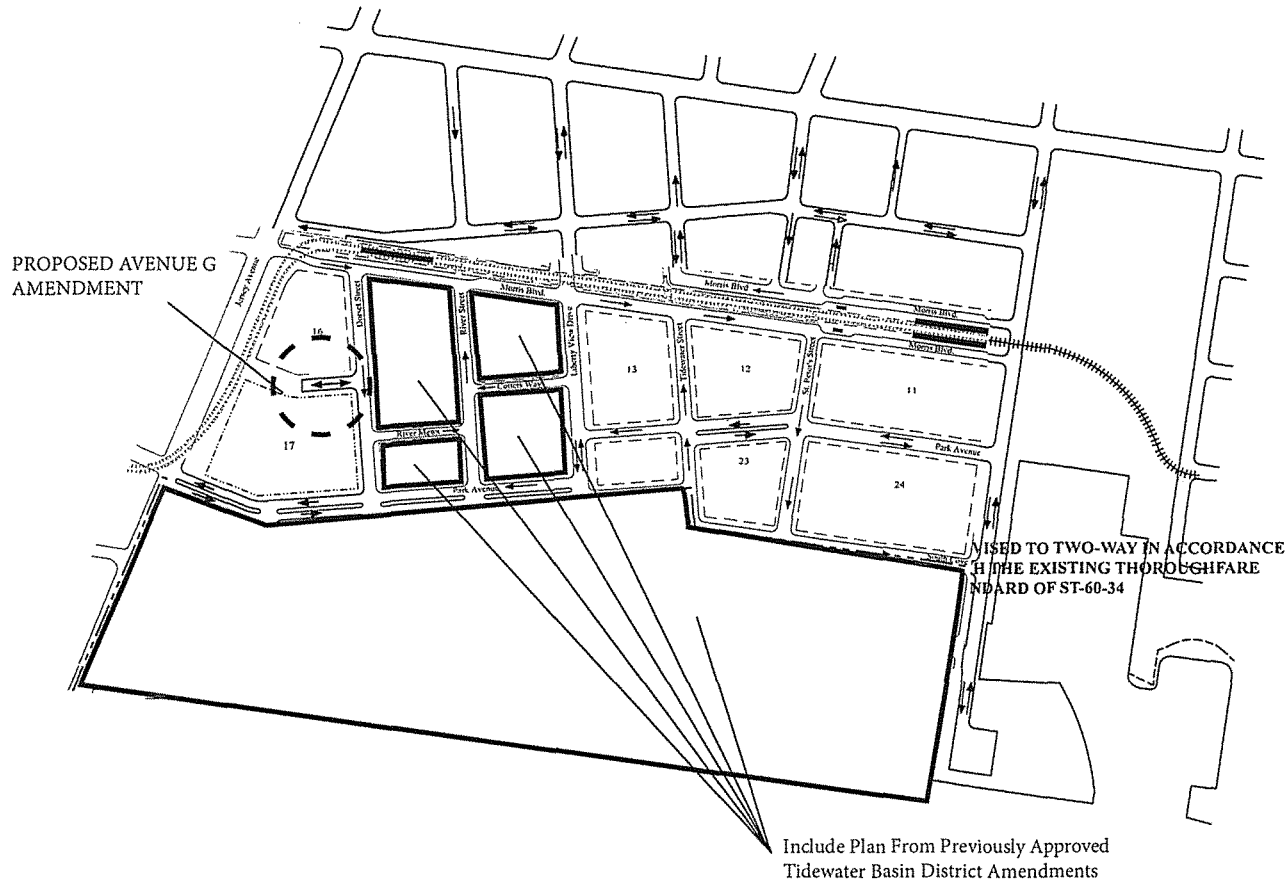
The labels refer to the design of each street, provided in the Thoroughfare Standards ahead. The names indicate the right-of-way width and pavement width, such that a ST-60-30 is a street with a 30' pavement in a 60' R.O.W. This one-way thoroughfare type matches similar rowhouse streets in Jersey City's historic neighborhoods. All of the remaining streets are two way, with the exception of ST-46-20, which is a street that circles public squares.

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0 75 150 300 600

Block 17 Proposed Amendment

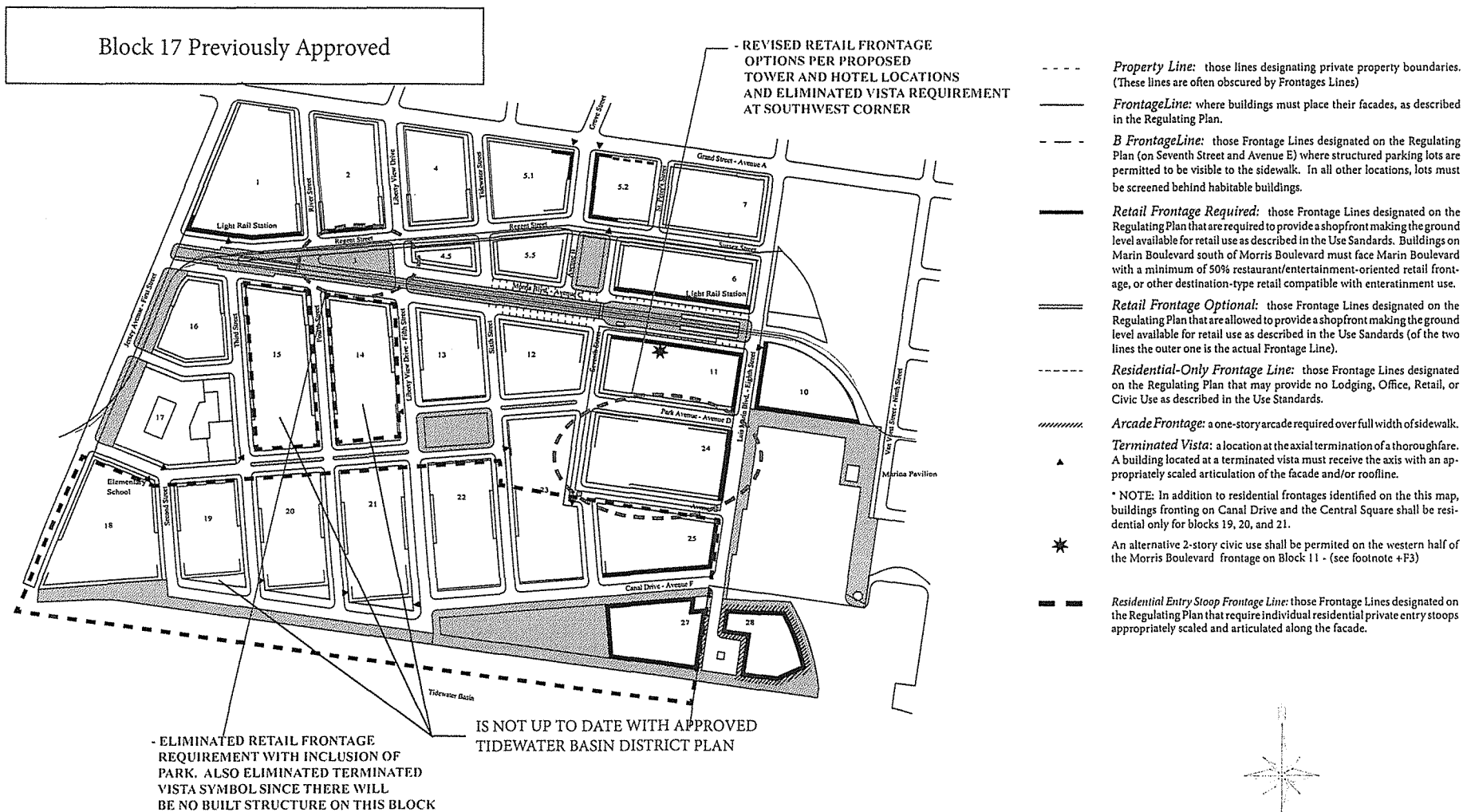


Similar to much of Manhattan's grid, streets that pass the ends of blocks carry two-way traffic, while the more frequent cross-streets are largely one-way. One-way streets are typically provided in pairs, so that lengthy loops are avoided.

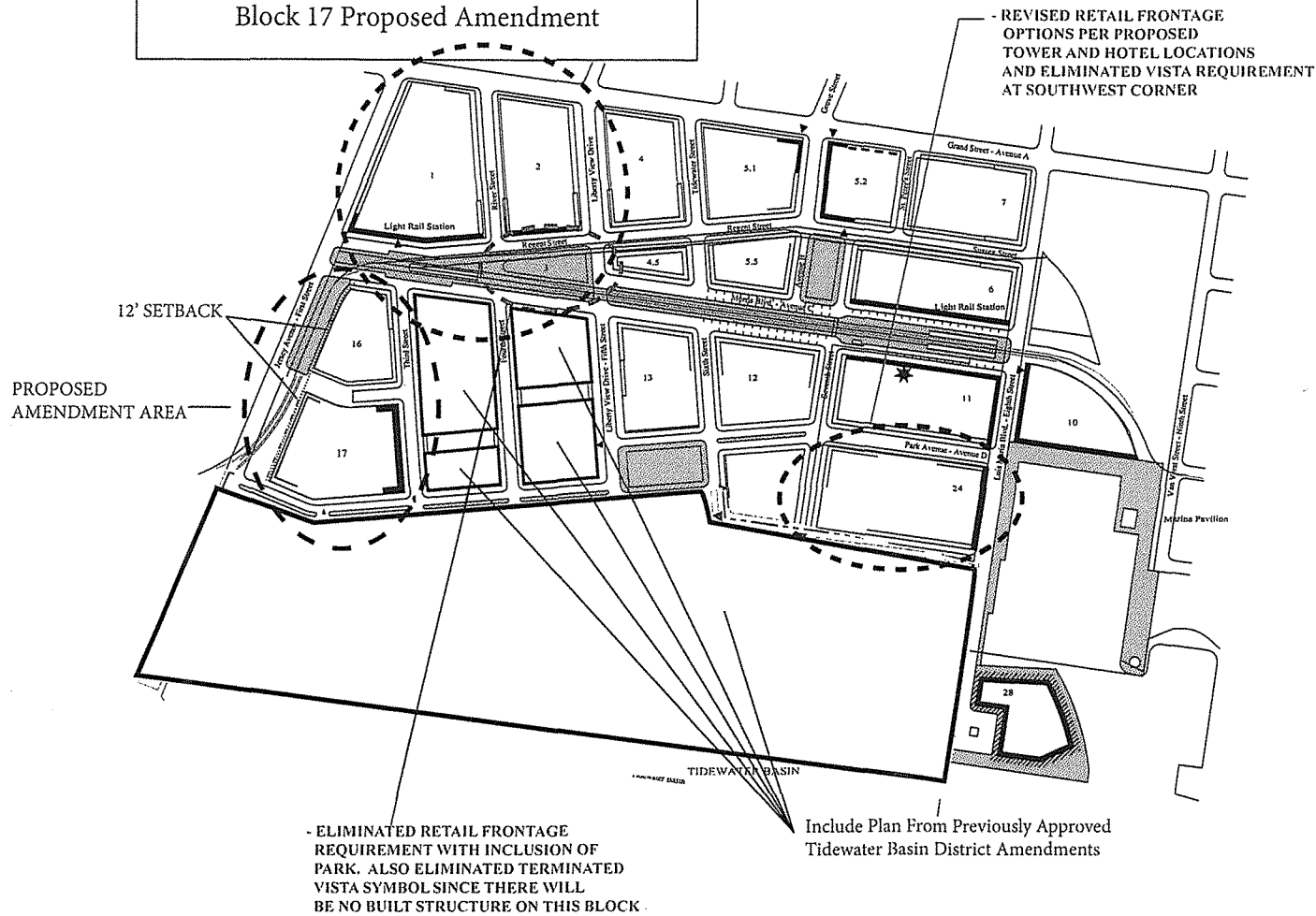
All streets shall be improved to the satisfaction of the Municipal Engineer and developed to municipal standards and shall be maintained without gates and open to public vehicles and pedestrians.

* The vehicular traffic directions identified here reflect directions at total build-out. Traffic direction may change during various phases of completion, pursuant to Planning Board approval.

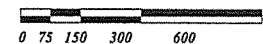
REGULATING PLAN: FRONTAGES



Block 17 Proposed Amendment



- Property Line**: those lines designating private property boundaries. (These lines are often obscured by Frontages Lines)
- FrontageLine**: where buildings must place their facades, as described in the Regulating Plan.
- B FrontageLine**: those Frontage Lines designated on the Regulating Plan (on Seventh Street and Avenue E) where structured parking lots are permitted to be visible to the sidewalk. In all other locations, lots must be screened behind habitable buildings.
- Retail Frontage Required**: those Frontage Lines designated on the Regulating Plan that are required to provide a shopfront making the ground level available for retail use as described in the Use Standards. Buildings on Marin Boulevard south of Morris Boulevard must face Marin Boulevard with a minimum of 50% restaurant/entertainment-oriented retail frontage, or other destination-type retail compatible with entertainment use.
- Retail Frontage Optional**: those Frontage Lines designated on the Regulating Plan that are allowed to provide a shopfront making the ground level available for retail use as described in the Use Standards (of the two lines the outer one is the actual Frontage Line).
- Residential-Only Frontage Line**: those Frontage Lines designated on the Regulating Plan that may provide no Lodging, Office, Retail, or Civic Use as described in the Use Standards.
- ArcadeFrontage**: a one-story arcade required over full width of sidewalk.
- Terminated Vista**: a location at the axial termination of a thoroughfare. A building located at a terminated vista must receive the axis with an appropriately scaled articulation of the facade and/or roofline.
- * NOTE**: In addition to residential frontages identified on this map, buildings fronting on Canal Drive and the Central Square shall be residential only for blocks 19, 20, and 21.
- ***: An alternative 2-story civic use shall be permitted on the western half of the Morris Boulevard frontage on Block 11 - (see footnote +F3)
- Residential Entry Stoop Frontage Line**: those Frontage Lines designated on the Regulating Plan that require individual residential private entry stoops appropriately scaled and articulated along the facade.
- Pedestrian Walkway 12' Wide**: In addition to sidewalk adjacent to light rail.



Block 17 Previously Approved

LIBERTY HARBOR NORTH

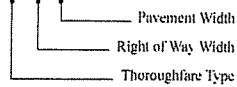
THOROUGHFARE STANDARDS

(2 OF 3)

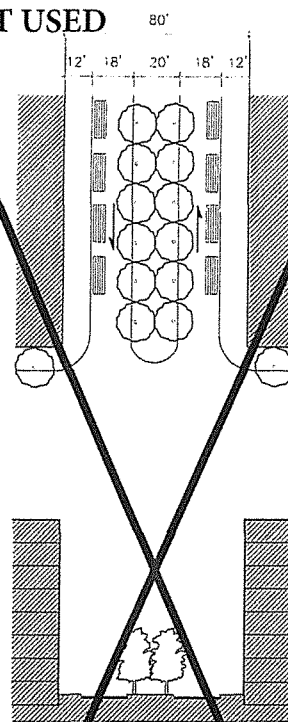
THOROUGHFARE TYPE

DR: Drive
BV: Boulevard
AV: Avenue
ST: Street

AV-80-34



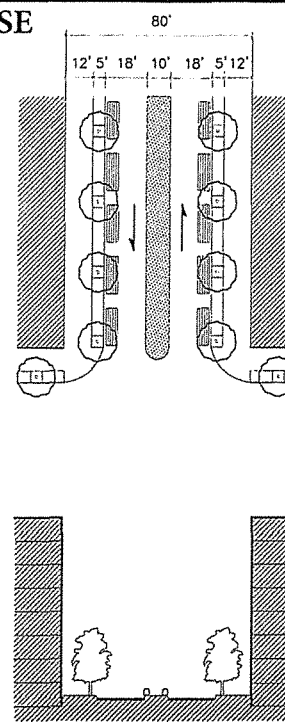
NOT USED



BV-80-20

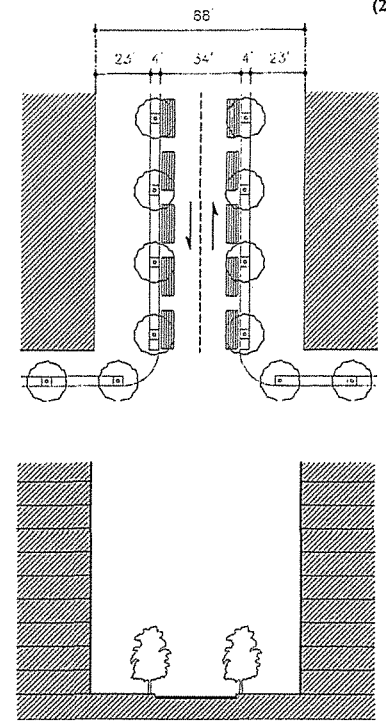
Type	
Movement	Park Avenue
Traffic Lanes	Free Movement
Parking Lanes	Two One-way Lanes
R.O.W. Width	Outer Side, Each Direction
Pavement Width	80 feet
Curb Radius	20 feet/20 feet
Vehicular Design Speed	15 feet
Pedestrian Crossing Time	25 MPH
Sidewalk Width	5.7 seconds + 5.7 seconds
Planter Width	15 feet
Planter Boulevard Treatment	5 feet
Planting Interval	Square planted tree pits in paving stone median
Tree Species	Repeated at 28' o.c. Avg.
Other	Green Ash
	20' wide treed Median

REVISE



AV-80-20

Type	
Movement	Park Avenue
Traffic Lanes	Free Movement
Parking Lanes	Two One-way Lanes
R.O.W. Width	Outer Side, Each Direction
Pavement Width	80 feet
Curb Radius	20 feet/20 feet
Vehicular Design Speed	15 feet
Pedestrian Crossing Time	25 MPH
Sidewalk Width	5.7 seconds + 5.7 seconds
Planter Width	15 feet
Planter Boulevard Treatment	5 feet
Planting Interval	Square tree grate in paving stone
Tree Species	Repeated at 28' o.c. Avg.
Other	Green Ash
	Hedges in Median



ST-88-34

Type	
Movement	Large Street I
Traffic Lanes	Free Movement
Parking Lanes	Two Ways
R.O.W. Width	Both Sides
Pavement Width	88 feet
Curb Radius	34 feet
Vehicular Design Speed	15 feet
Pedestrian Crossing Time	25 MPH
Sidewalk Width	9.7 seconds
Planter Width	27 feet
Planter Boulevard Treatment	4 feet
Planting Interval	Square tree grate in paving stone
Tree Species	Repeated at 24' o.c. Avg.
Other	Bloodgood London Plane Tree

Block 17 Proposed Amendment

LIBERTY HARBOR NORTH

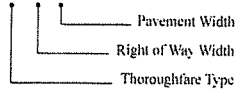
THOROUGHFARE STANDARDS

(2 OF 3)

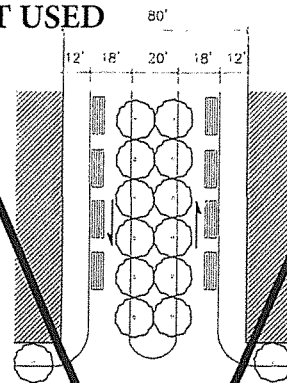
THOROUGHFARE TYPE

DR: Drive
BV: Boulevard
AV: Avenue
ST: Street

AV-80-34



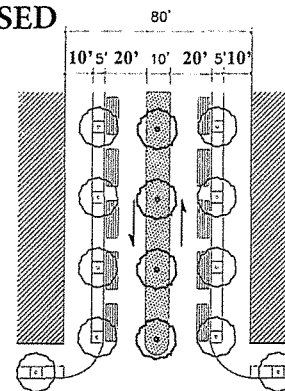
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BV-80-20

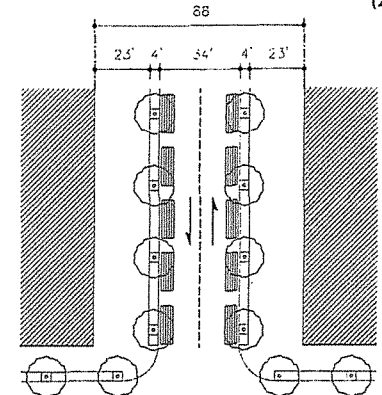
Type	
Movement	Free Movement
Traffic Lanes	Two One-way Lanes
Parking Lanes	Outer Side, Each Direction
R.O.W. Width	80 feet
Pavement Width	20 feet/20 feet
Curb Radius	15 feet
Vehicular Design Speed	25 MPH
Pedestrian Crossing Time	5.7 seconds + 5.7 seconds
Sidewalk Width	15 feet
Planter Width	5 feet
Planter Boulevard Treatment	Square planted tree pits in paving stone median
Planting Interval	Repeated at 28' o.c. Avg.
Tree Species	Green Ash
Other	20' wide treed Median

REVISED



AV-80-20

Type	
Movement	Free Movement
Traffic Lanes	Two One-way Lanes
Parking Lanes	Outer Side, Each Direction
R.O.W. Width	80 feet
Pavement Width	20 feet/20 feet
Curb Radius	15 feet
Vehicular Design Speed	25 MPH
Pedestrian Crossing Time	5.7 seconds + 5.7 seconds
Sidewalk Width	15 feet
Planter Width	5 feet
Planter Boulevard Treatment	Square tree grate in paving stone
Planting Interval	Repeated at 28' o.c. Avg.
Tree Species	Green Ash
Other	Hedges in Median



ST-88-34

Type	
Movement	Free Movement
Traffic Lanes	Two Ways
Parking Lanes	Both Sides
R.O.W. Width	88 feet
Pavement Width	34 feet
Curb Radius	15 feet
Vehicular Design Speed	25 MPH
Pedestrian Crossing Time	9.7 seconds
Sidewalk Width	27 feet
Planter Width	4 feet
Planter Street Treatment	Square tree grate in paving stone
Planting Interval	Repeated at 24' o.c. Avg.
Tree Species	Bloodgood London Plane Tree

Block 17 Previously Approved

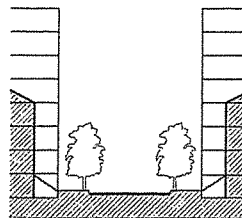
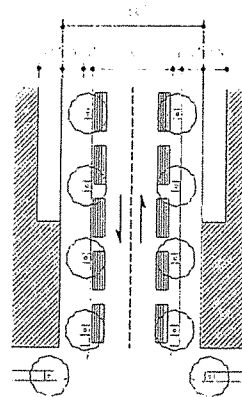
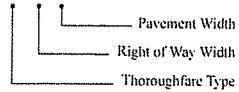
LIBERTY HARBOR NORTH

THOROUGHFARE STANDARDS

THOROUGHFARE TYPE

DR: Drive
BV: Boulevard
AV: Avenue
ST: Street

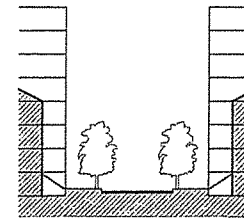
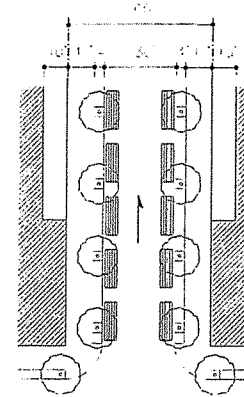
AV-80-34



ST-60-34

Type
Movement
Traffic Lanes
Parking Lanes
R.O.W. Width
Pavement Width
Curb Radius
Vehicular Design Speed
Pedestrian Crossing Time
Sidewalk Width
Planter Width
Planter Boulevard Treatment
Planting Interval
Tree Species
Other

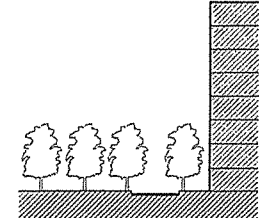
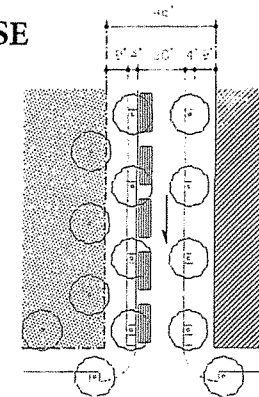
Large Street II
Free Movement
Two Ways
Both Sides
60 feet
34 feet
15 feet
25 MPH
9.7 seconds
13 feet
4 feet
Square tree grate in paving stone
20' o.c. Avg., 24' o.c. Avg. at Canal
Scholar tree; at Canal frontage: Bloodgood London Plane



ST-60-30

Street
Free Movement
One Way
Both Sides
60 feet
30 feet
15 feet
25 MPH
8.6 seconds
15 feet
4 feet
Square tree grate in paving stone
Repeated at 24' o.c. Avg.
Scarlet Oak

REVISE



ST-46-20

Half Street
Free Movement
One Way
One Side
46 feet
20 feet
15 feet
25 MPH
5.7 seconds
13 feet
4 feet
Square tree grate in paving stone
24' o.c. Avg.
Maidenhair Tree at East Urban Marina
Sugar Maple at Boys Club Yard

Block 17 Proposed Amendment

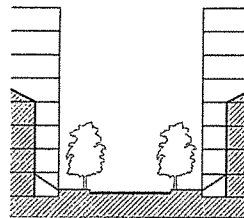
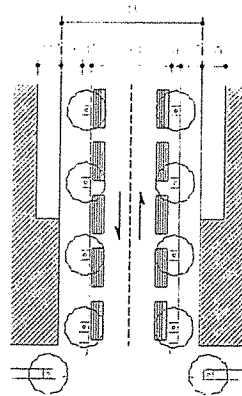
THOROUGHFARE STANDARDS

THOROUGHFARE TYPE

DR: Drive
BV: Boulevard
AV: Avenue
ST: Street

AV-80-34

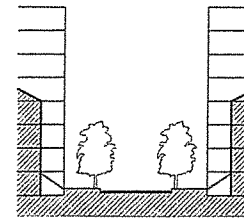
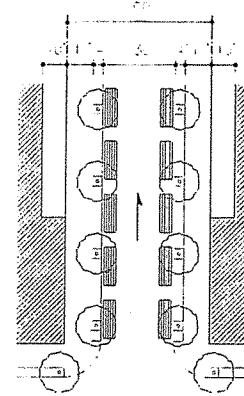
— Pavement Width
— Right of Way Width
— Thoroughfare Type



ST-60-34

Type
Movement
Traffic Lanes
Parking Lanes
R.O.W. Width
Pavement Width
Curb Radius
Vehicular Design Speed
Pedestrian Crossing Time
Sidewalk Width
Planter Width
Planter Boulevard Treatment
Planting Interval
Tree Species
Other

Large Street II
Free Movement
Two Ways
Both Sides
60 feet
34 feet
15 feet
25 MPH
9.7 seconds
13 feet
4 feet
Square tree grate in paving stone
20' o.c. Avg., 24' o.c. Avg. at Canal
Scholar tree; at Canal frontage; Bloodgood London Plane

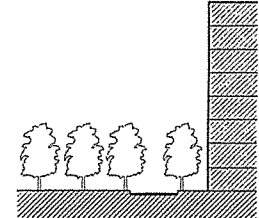
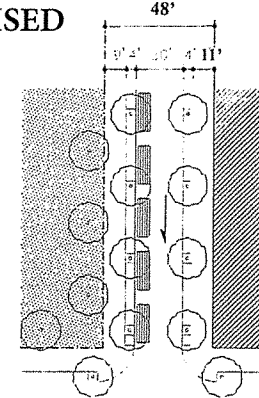


ST-60-30

Street
Free Movement
One Way
Both Sides
60 feet
30 feet
15 feet
25 MPH
8.6 seconds
15 feet
4 feet
Square tree grate in paving stone
Repeated at 24' o.c. Avg.
Scarlet Oak

REVISED

(3 OF 3)

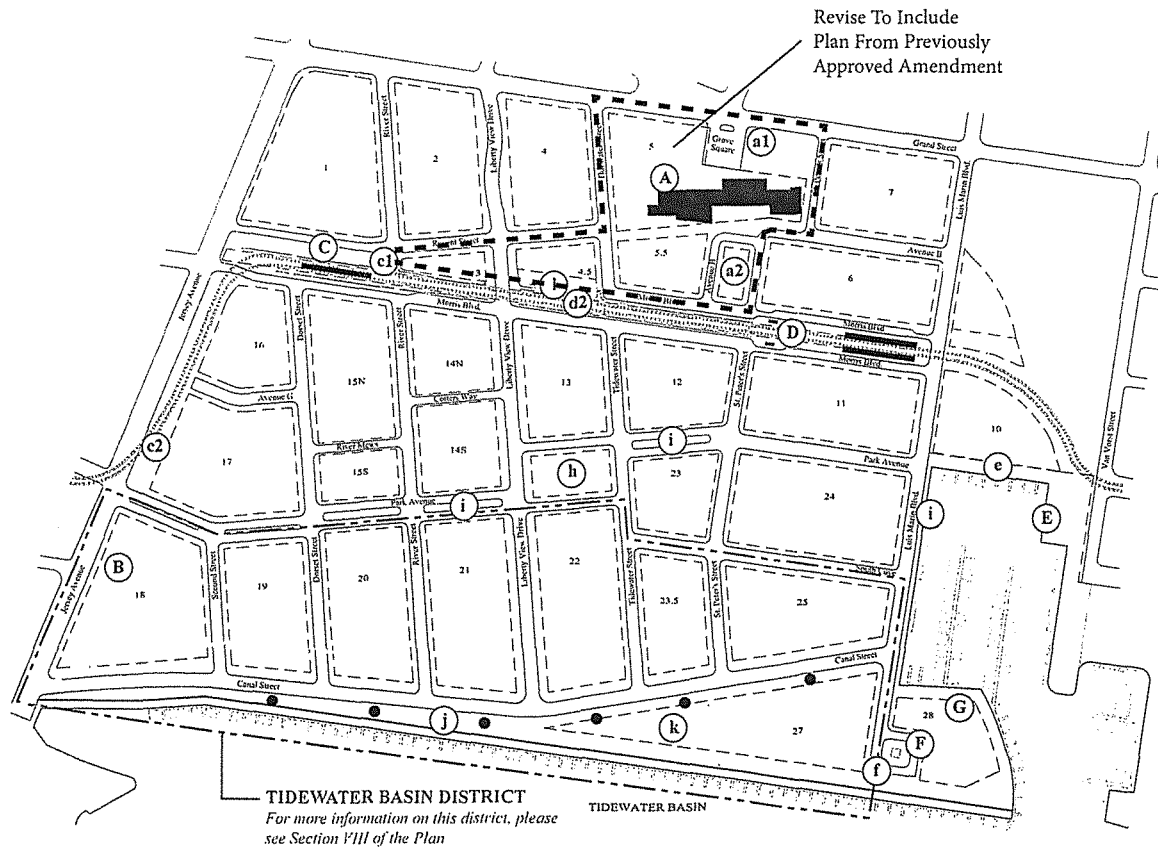


ST-48-20

Half Street
Free Movement
One Way
One Side
48 feet
20 feet
15 feet
25 MPH
5.7 seconds
15 feet
4 feet
Square tree grate in paving stone
24' o.c. Avg.
Maidenhair Tree at East Urban Marina
Sugar Maple at Boys Club Yard

RECREATIONAL & COMMUNITY FACILITIES SPACES

Block 17 Previously Approved



This drawing shows the many civic buildings, recreational space, community facility space and open space that are distributed throughout the plan, and how all of the civic buildings and facilities are complimented by at least one corresponding civic space. The civic buildings are as follows:

- A. Boys and Girls Club
- B. Potential Location for Elementary School
- C. Jersey Medical Center Light-Rail Station
- D. Marin Boulevard Light-Rail Station
- E. Marina Pavilion - Approved as a requirement of Fulton's Landing Waterfront Development Permit
- F. Monument in Market Plaza
- G. Potential Marina Restroom/Shower Facility, exact location to be determined

The civic spaces are as follows:

- a1. Grove Square is a private property to be maintained as an interim passive open space.
- a2. Morris Square Neighborhood Green
- b. Elementary School Yard (Option if school is incorporated)
- c1. Light-Rail Station Plaza *
- c2. Light-Rail Attached Plaza
- d2. Light-Rail Boulevard Median *
- e. Marina Walk **
- f. Market Plaza
- h. Central Square
- i. Park Avenue Median
- j. Waterfront Linear Park
- k. Canal Street Park and Plaza
- l. Pedestrian Plaza *

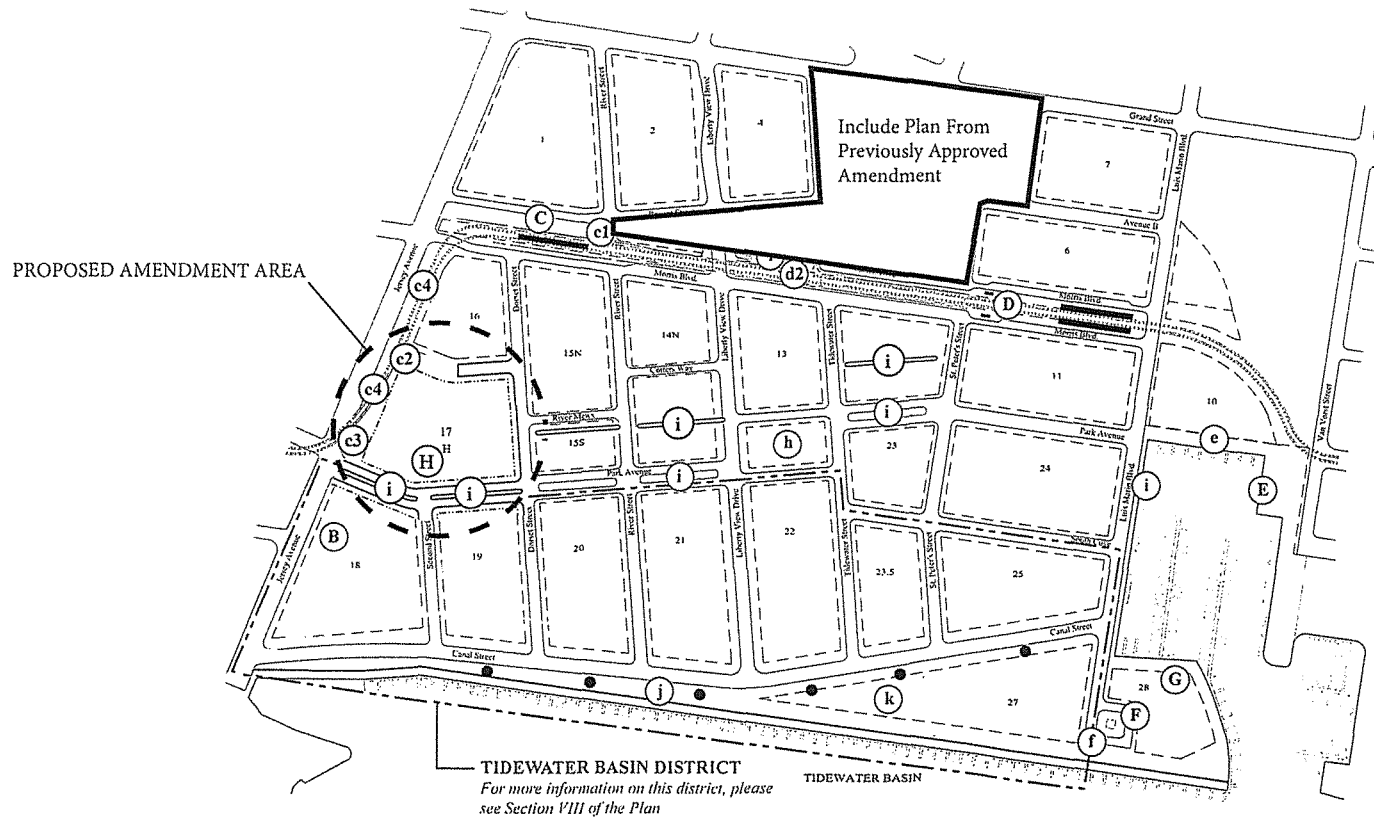
- Potential locations for waterfront retail kiosks

* The land area located within the light-rail easement and the pedestrian plaza portion of Block 4.5 has no development potential.

** The Marina walk is provided to ease pedestrian traffic into the development from the adjacent Paulus Hook neighborhood and shall provide an area for cafe seating and other amenities.



Block 17 Proposed Amendment



This drawing shows the many civic buildings, recreational space, community facility space and open space that are distributed throughout the plan, and how all of the civic buildings and facilities are complimented by at least one corresponding civic space. The civic buildings are as follows:

- A. Boys and Girls Club
- B. Potential Location for Elementary School
- C. Jersey Medical Center Light-Rail Station
- D. Marin Boulevard Light-Rail Station
- E. Marina Pavilion - Approved as a requirement of Fulton's Landing Waterfront Development Permit
- F. Monument in Market Plaza
- G. Potential Marina Restroom/Shower Facility. exact
- H. Civic Community Amenity, such as, but not limited to, YMCA, community recreational facility, meeting hall, civic facility, etc. and any combination of same.

The civic spaces are as follows:

- a1. Grove Square is a private property to be maintained as an interim passive open space.
- a2. Morris Square Neighborhood Green
- b. Elementary School Yard (Option if school is incorporated)
- c1. Light-Rail Station Plaza *
- c2. Avenue G Park
- c3. Jersey Ave Triangle Park
- c4. Pedestrian Walkway 12' Wide
- d2. Light-Rail Boulevard Median *
- e. Marina Walk **
- f. Market Plaza
- h. Central Square
- i. Park Avenue Median
- j. Waterfront Linear Park
- k. Canal Street Park and Plaza
- l. Pedestrian Plaza *

- Potential locations for waterfront retail kiosks

* The land area located within the light-rail easement and the pedestrian plaza portion of Block 4.5 has no development potential.

** The Marina walk is provided to ease pedestrian traffic into the development from the adjacent Paulus Hook neighborhood and shall provide an area for cafe seating and other amenities.



0 75 150 300 600

Block 17 Proposed Amendment -- Capacity Summary

	Maximum Allowable:												TOTAL BUILDING AREA*
	HOUSING in SF			HOUSING in Units			OTHER USES						
Block #	Liner	Other	Total	Liner	Other	Total	Retail	Community	Office	Garage			
16	110,545	123,237	233,782	65	88	153	15,000	0	25,000	50,000	245,000		
16	60,000	240,000	300,000	65	241	306	15,000	0	25,000	50,000	320,000		
17	60,000	1,105,000	1,165,000	35	642	677	0	0	140,000	140,000	1,165,000		
17	180,000	875,000	1,055,000	149	851	1,000	70,000	40,000	0	220,000	1,165,000		

NOTE:

*Parking garages are are not counted in the building area on Block 17.

existing
proposed
existing
proposed

Block 17 Proposed Amendment -- Intensity Summary

LIBERTY HARBOR NORTH

BLOCK 17 INTENSITY SUMMARY

Block #	Size in Square Feet		Size in Acres		Ratio Gross/Net	Max Housing		Max. S.F. ALL USES	Units/Acre		FAR	
	Gross	Net	Gross	Net		# Units	Total S.F.		Gross	Net	Gross	Net
16	101,288	47,253	2.33	1.08	2.14	153	233,782	245,000	66	141	2.42	5.18
16	101,288	47,253	2.33	1.08	2.14	306	300,000	320,000	132	282	3.16	6.77
17	144,437	87,635	3.32	2.01	1.65	677	1,165,000	1,165,000	204	337	8.07	13.29
17	114,544	82,704	2.63	1.90	1.38	1,000	1,055,000	1,165,000	380	527	10.17	14.09
18	161,963	100,224	3.72	2.30	1.62	1,241	1,134,614	1,468,622	334	539	9.07	14.65
18	157,685	95,922	3.62	2.20	1.64	1,241	1,134,614	1,468,622	343	564	9.31	15.31

existing
proposed
existing
proposed
existing
proposed

IS NOT UP TO DATE
REQUIRES DATA
FROM ALL PARCELS
& APPROVED
AMENDMENTS

COMPOSITION OF SITE AREA

AREAS	Sq. Feet	Acres	Percentage
Open Space	384,642	8.83	9.22%
Street ROW	1,284,472	29.49	30.80%
Transit ROW	85,909	1.97	2.06%
Open Water	679,146	15.59	16.28%
Total Net Block Area	1,757,516	40.35	42.14%
TOTAL	4,170,720	95.74	100.00%

Parcel 17 & 16
Added Two Pocket Parks
Avenue G Park - 5,600 SF
Jersey Avenue Triangle Park - 6,000 SF

creation of parking therein shall apply toward the parking requirement for that development.

- Off-street parking shall be provided within a linear distance of 1000 ft. of the building that it serves.
- On-street parking shall be located on the same side of the street as the specific project and immediately adjacent to its frontage. Such parking may not be marked as dedicated to a particular use or building.

- C. Parking decks and surface parking lots shall be masked from the street by habitable building, either commercial or residential. The only exceptions to this are: the second and third floors on the southern side of Block 6, where the parking deck may be permitted to extend to the building edge; the full B-Street garage frontage (as indicated in the Regulating Plan: Frontages) of Blocks 24 and 25 on Avenue E; and the full B-Street garage frontage of Blocks 23 and 25 on Seventh Street and on Blocks 10, 25 and 27 garage space above the first floor, all of which shall also be permitted to extend to the building frontage line. In all instances of these exceptions, the garage shall be screened as outlined within the facade requirements of the Urban and Architectural Requirements section of this plan.

Garage space taking advantage of the exception referenced in the previous paragraph shall be completely enclosed adjacent to the frontage and incorporate an external facade identical to that of the balance of the building. No mid-block parking deck shall be higher than the height of the shortest building masking it, except that an additional level of rooftop parking is permissible where it can be demonstrated through sightline analyses that said parking is not visible to pedestrians in nearby Rights-of-Way. All parking is covered and enclosed.

- D. Other parking under buildings may be placed directly against the street frontage where it is a minimum of three (3) feet below grade and hidden by a foundation wall articulated to appear as a half basement, with small vertically-proportioned glazed openings.
- E. All such parking and loading areas shall be graded, paved with a durable dust-free surface, adequately drained, well landscaped, and all access points shall be defined and limited in accordance with the Zoning Ordinance of the City of Jersey City.
- F. All curbing shall be poured-in-place concrete or other

suitable material such as Belgian block or granite curbing as approved by the Planning Board. Asphalt curbing and/or anchored railroad ties (6" x 8") are not permitted. Curbs must run straight down to the asphalt roadway edge; gutter-pan type curbing is not permitted.

- G. Parking decks shall have pedestrian entrances that give direct access onto a sidewalk.
- H. Private garages shall be accessed from the rear yard and shall be provided at the rear of or within any structure.
- I. Vehicular parking and loading access to Blocks 24 and 25 shall only be permitted from their B-Street Frontage, as indicated in the Regulating Plan: Frontages. Service and parking access for Block 11 shall be provided from Park Avenue and St. Peter's Street. All loading areas shall be provided totally interior either below or above grade and accessed through a 24' wide two-way access ramp leading to the service area from Canal Street. If parking is provided within this building, access ramps shall share the loading ramp openings to produce the least number of breaks in the facade. Access shall be from Canal Street only and no parking or loading function shall be on ground level.

VII. CIRCULATION PLAN REQUIREMENTS

- A. The street configurations and locations were designed to meet the projected traffic, pedestrian volume and circulation needs of the plan area and greater downtown sector. In addition, the streets have been specifically designed to: provide a sense of enclosure, enhance neighborhood character, visually terminate in specific locations and provide physical and visual access to public places both in and beyond the study area, such as maintaining view corridors to the Statue of Liberty and terminated vistas on key civic buildings and parks.

All new streets, sidewalks, R-O-W, roadways, driveways, and access easements constructed within the redevelopment area shall conform to the Street Network Map and Thoroughfare Standards as identified herein.

No building or structure shall be located within the area of designated street thoroughfares of this plan.

- B. Each street type has been dimensioned and specified for: Type, Movement Direction, Traffic Lanes, Parking Lanes, Right-Of Way Width, Pavement Width, Curb Radius, Vehicular Design Speed, Pedestrian Crossing Time, Sidewalk Width, Planter Area Width, Planter Boulevard Treatment, Planting Interval, Tree Species, and any other specific consideration that may apply within the Thoroughfare Standards.
- C. All Streets, Avenues, Boulevards, and other thoroughfares are required in order to implement the stated objectives of this plan and satisfy the needs identified in item A above.
- D. Sidewalk areas, including all light rail pedestrian crossings, shall be properly paved, landscaped and lighted consistent with the requirements of this plan and the approved design plans, and sound planning and design principles.
- E. Signalization shall be installed by the re-developer, as determined necessary by the Planning Board.
- F. In maintaining the interconnected and comprehensive nature of this plan, all streets adjacent to each block, on all sides, shall be constructed in conjunction with the development of any project or building within that block. The Planning Board may at its discretion in an extreme case waive this requirement and instead only require a portion of the street/streets required to develop the block if it finds that the ownership of the roadway area differs from the site plan applicant and the delay in the construction of the roads around other portions of the block do not in any way inhibit access, circulation, and provision of required utilities, for either the project under consideration or the access of the overall development area and other projects within.
- G. No Certificate of Occupancy of any type shall be issued for any development or construction until such streets identified in Paragraph F have been completed and the Planning Board has given final site plan approval and required performance guarantees for the completion of such streets.
- H. Traffic signage shall be consolidated and affixed onto lampposts and traffic signal posts so as to reduce to the minimum the number of poles and obstructions in the streetscape and pedestrian environment.

VIII. SIGNAGE REQUIREMENTS

No signs or window graphics other than those specifically enumerated herein shall be permitted.

- A. Under no circumstances shall fluorescent or glowing paint be permitted for any signage within the area.
- B. All signage shall be subject to site plan review and approval by the Planning Board.
- C. Billboards are expressly prohibited throughout the Redevelopment Area.
- D. Rooftop, flashing moving or intermittently illuminated signs or advertising devices are prohibited, as are signs that may be mistaken for traffic control devices.
- E. Kiosks listing tenants and giving directions may be provided but no advertising will be permitted. Such kiosks may not exceed eight (8) square feet of sign area.
- F. Freestanding signs are prohibited. Except that way-finding identification as per City standard shall be permitted.
- G. No sign shall be attached above the first story of any structure.
- H. All signage shall be painted and externally lit.
- I. Signs shall not move or have any moving parts as elements.
- J. The following additional signage restrictions shall apply to specific uses:
1. Office, Hotel, Civic/Public/school: Total exterior signage shall not exceed fifty (50) square feet. One (1) use shall be permitted no more than one (1) sign. Buildings with multiple uses shall have not more than one (1) sign per use and the aggregate area of all signs shall not exceed the maximum area permitted.
 2. Residential: One (1) sign per building may be allowed, not to exceed twenty (20) square feet.
 3. Retail, Restaurant, Dining, Entertainment, and all other uses not specifically identified: Each establishment is allowed one sign and one blade sign per street frontage. (Establishments on corners are thus allowed two sets of signs.) Signage shall not exceed 30 inches in vertical dimension. Blade signage shall not exceed 18 inches in vertical dimension. Signage shall be painted and externally lit. Such signs may not move or have any moving parts as elements.

creation of parking therein shall apply toward the parking requirement for that development.

- Off-street parking shall be provided within a linear distance of 1000 ft. of the building that it serves.
- On-street parking shall be located on the same side of the street as the specific project and immediately adjacent to its frontage. Such parking may not be marked as dedicated to a particular use or building.

- C. Parking decks and surface parking lots shall be masked from the street by habitable building, either commercial or residential. The only exceptions to this are: the second and third floors on the southern side of Block 6, where the parking deck may be permitted to extend to the building frontage line and on partial interior lot frontage of Block 17 adjacent to the Light Rail on Jersey Avenue 124 Feet wide above first floor, the full B-Street garage frontage (as indicated in the Regulating Plan: Frontages) of Blocks 24 and 25 on Avenue E; and the full B-Street garage frontage of Blocks 23 and 25 on Seventh Street and on Blocks 10, 25, and 27 garage space above the first floor, all of which shall also be permitted to extend to the building frontage line. In all instances of these exceptions, the garage shall be screened as outlined within the facade requirements of the Urban and Architectural Requirements section of this plan.

Garage space taking advantage of the exception referenced in the previous paragraph shall be completely enclosed adjacent to the frontage and incorporate an external facade identical to that of the balance of the building. No mid-block parking deck shall be higher than the height of the shortest building masking it, except that an additional level of rooftop parking is permissible where it can be demonstrated through sightline analyses that said parking is not visible to pedestrians in nearby Rights-of-Way. All parking is covered and enclosed.

- D. Other parking under buildings may be placed directly against the street frontage where it is a minimum of three (3) feet below grade and hidden by a foundation wall articulated to appear as a half basement, with small vertically-proportioned glazed openings.
- E. All such parking and loading areas shall be graded, paved with a durable dust-free surface, adequately drained, well landscaped, and all access points shall be defined and limited in accordance with the Zoning Ordinance of the City of Jersey City.
- F. All curbing shall be poured-in-place concrete or other

suitable material such as Belgian block or granite curbing as approved by the Planning Board. Asphalt curbing and/or anchored railroad ties (6" x 8") are not permitted. Curbs must run straight down to the asphalt roadway edge; gutter-pan type curbing is not permitted.

- G. Parking decks shall have pedestrian entrances that give direct access onto a sidewalk.
- H. Private garages shall be accessed from the rear yard and shall be provided at the rear of or within any structure.
- I. Vehicular parking and loading access to Blocks 24 and 25 shall only be permitted from their B-Street Frontage, as indicated in the Regulating Plan: Frontages. Service and parking access for Block 11 shall be provided from Park Avenue and St. Peter's Street. All loading areas shall be provided totally interior either below or above grade and accessed through a 24' wide two-way access ramp leading to the service area from Canal Street. If parking is provided within this building, access ramps shall share the loading ramp openings to produce the least number of breaks in the façade. Access shall be from Canal Street only and no parking or loading function shall be on ground level.

VII. CIRCULATION PLAN REQUIREMENTS

- A. The street configurations and locations were designed to meet the projected traffic, pedestrian volume and circulation needs of the plan area and greater downtown sector. In addition, the streets have been specifically designed to: provide a sense of enclosure, enhance neighborhood character, visually terminate in specific locations and provide physical and visual access to public places both in and beyond the study area, such as maintaining view corridors to the Statue of Liberty and terminated vistas on key civic buildings and parks.

All new streets, sidewalks, R-O-W, roadways, driveways, and access easements constructed within the redevelopment area shall conform to the Street Network Map and Thoroughfare Standards as identified herein.

No building or structure shall be located within the area of designated street thoroughfares of this plan.

- B. Each street type has been dimensioned and specified for: Type, Movement Direction, Traffic Lanes, Parking Lanes, Right-Of Way Width, Pavement Width, Curb Radius, Vehicular Design Speed, Pedestrian Crossing Time, Sidewalk Width, Planter Area Width, Planter Boulevard Treatment, Planting Interval, Tree Species, and any other specific consideration that may apply within the Thoroughfare Standards.

- C. All Streets, Avenues, Boulevards, and other thoroughfares are required in order to implement the stated objectives of this plan and satisfy the needs identified in item A above.

- D. Sidewalk areas, including all light rail pedestrian crossings, shall be properly paved, landscaped and lighted consistent with the requirements of this plan and the approved design plans, and sound planning and design principles.

- E. Signalization shall be installed by the re-developer, as determined necessary by the Planning Board.

- F. In maintaining the interconnected and comprehensive nature of this plan, all streets adjacent to each block, on all sides, shall be constructed in conjunction with the development of any project or building within that block. The Planning Board may at its discretion in an extreme case waive this requirement and instead only require a portion of the street/streets required to develop the block if it finds that the ownership of the roadway area differs from the site plan applicant and the delay in the construction of the roads around other portions of the block do not in any way inhibit access, circulation, and provision of required utilities, for either the project under consideration or the access of the overall development area and other projects within.

- G. No Certificate of Occupancy of any type shall be issued for any development or construction until such streets identified in Paragraph F have been completed and the Planning Board has given final site plan approval and required performance guarantees for the completion of such streets.

- H. Traffic signage shall be consolidated and affixed onto lampposts and traffic signal posts so as to reduce to the minimum the number of poles and obstructions in the streetscape and pedestrian environment.

VIII. SIGNAGE REQUIREMENTS

No signs or window graphics other than those specifically enumerated herein shall be permitted.

- A. Under no circumstances shall fluorescent or glowing paint be permitted for any signage within the area.
- B. All signage shall be subject to site plan review and approval by the Planning Board.
- C. Billboards are expressly prohibited throughout the Redevelopment Area.
- D. Rooftop, flashing moving or intermittently illuminated signs or advertising devices are prohibited, as are signs that may be mistaken for traffic control devices.
- E. Kiosks listing tenants and giving directions may be provided but no advertising will be permitted. Such kiosks may not exceed eight (8) square feet of sign area.
- F. Freestanding signs are prohibited. Except that way-finding identification as per City standard shall be permitted.
- G. No sign shall be attached above the first story of any structure.
- H. All signage shall be painted and externally lit.
- I. Signs shall not move or have any moving parts as elements.
- J. The following additional signage restrictions shall apply to specific uses:

1. Office, Hotel, Civic/Public/school: Total exterior signage shall not exceed fifty (50) square feet. One (1) use shall be permitted no more than one (1) sign. Buildings with multiple uses shall have not more than one (1) sign per use and the aggregate area of all signs shall not exceed the maximum area permitted.
2. Residential: One (1) sign per building may be allowed, not to exceed twenty (20) square feet.
3. Retail, Restaurant, Dining, Entertainment, and all other uses not specifically identified: Each establishment is allowed one sign and one blade sign per street frontage. (Establishments on corners are thus allowed two sets of signs.) Signage shall not exceed 30 inches in vertical dimension. Blade signage shall not exceed 18 inches in vertical dimension. Signage shall be painted and externally lit. Such signs may not move or have any moving parts as elements.

These written URBAN AND ARCHITECTURAL REGULATIONS are to be used in conjunction with the graphic REGULATING PLANS.

Block 17 Previously Approved

MANDATORY

• **Additional Regulations:** These Regulations supplement the General Regulations also contained in this plan, which should be read in conjunction with these pages.

• **Streetscape Materials:** Vehicular carpaths shall be constructed of asphalt. The main portion of sidewalks shall be constructed in concrete with mica added to sparkle at night. The outer 4' - 5' of sidewalks shall be constructed of bricks (or similar pavers) between flush-mounted metal tree grates. (Tree grates shall be maintained regularly to avoid trunk restriction.) Curbs shall be vertical without horizontal lips (no gutter pans).

• **Street Planting:** The street-tree pattern shall be regularly spaced at the distance specified in the Thoroughfare Standards.

• **Street Lighting:** Street lights shall be located at the outer edge of all sidewalks, and shall correspond to the Regulating Plan as follows:

Required Retail Frontages: One lighting standard (no more than 15' tall) for every 30 linear feet of sidewalk average.

Optional Retail Frontages: One lighting standard (no more than 15' tall) for every 50 linear feet of sidewalk average.

Undesignated Frontages: One lighting standard (no more than 20' tall) for every 70 linear feet of sidewalk average.

Residential-Only Frontages: One lighting standard (no more than 25' tall) for every 90 linear feet of sidewalk average.

These requirements may be adjusted relative to one another in response to the photometric specifications of the chosen light standards. Street lights shall be placed by beginning at corners (without blocking crosswalks) and then working inward to the block middle. Street lights shall produce a spectrum in the daylight-incandescent range. (Blueish and very yellowish lamps are not allowed.)

All street lighting shall be of decorative design and comply with the approved fixture type. The developer is responsible for all additional costs of this lighting.

• **Utilities:** Transformers, dumpsters, junction boxes, lift stations, electrical meters, condensers, signal boxes, other such machinery, and the mechanical controls for same shall be below ground or interior to the block and masked from frontages by building elements in a manner consistent with the design of the building, incorpo-

rating false windows and dispersed venting to maintain the window rhythm and building pattern design. (A wall of venting for mechanical rooms is not acceptable.) Any louvers must be screened with decorative grates. When a mid-block location is incorporated into the project or phase, above referenced utilities shall be located mid-block if technologically possible.

• **Street Signage:** Public signage shall be consolidated and affixed onto lamp posts wherever possible.

• **Obstructions:** Mailboxes, bicycle racks, and other pedestrian impediments shall be located at the outer edge of the sidewalk. Exceptions: Sidewalk dining may encroach the majority of the sidewalk providing that a 5' clear aisle is maintained. Benches shall be placed against building walls as people dislike sitting with motion behind them.

• **Building Depth:** Buildings of Class SM, M, and L may not reach beyond the depths indicated in the Regulating Plan, but they may choose to pull back at midblock to create rear courtyards.

• **Building Frontages:** Buildings are required to place their front walls along the Frontage Lines indicated in the Regulating Plan along at least 80% of their frontage. The remaining 20% allows for architectural articulations such as recessed walls.

• **Building Attachments:** Arcades, Awnings, Bay Windows, Balconies, Roof Overhangs, Stoops and Porches, may encroach into private property in front of the Frontage Line, provided they are conforming to the maximum attachment dimensions listed below, and those are found acceptable by the Planning Board, receiving site Plan approval as required by this plan. Of the above, all may also encroach into public rights of way in front of the Frontage Line.

• **Attachment Dimensions:** Arcades shall cover all but the outer 2' of the fronting sidewalk. Awnings shall be 5 to 10 feet deep and may place supports upon the public sidewalk. Bay Windows shall be a maximum depth of 4'. Balconies shall be a maximum depth of 2'. Roof Overhangs under 20' in height shall not encroach a vehicular carpath. Porches shall be 7' to 12' deep.

• **Building Height:** Maximum building height shall be specified in number of stories as shown in the Regulating Plan. Minimum Building height shall be three quarters of the maximum.

• **Story Height:** Each story shall not be less than 9' from floor to ceiling (or 10' from floor to floor) nor more than 15' from floor to floor, with the exception of the ground-level retail story, which may reach 20' from floor to floor (and may include a mezzanine within). *Buildings that wish to exceed the story heights indicated herein may only do so by reducing the number of stories.* For example, an M-Class building may not exceed 20' + (7 x 15') = 125' in height (plus attic), even if it contains less than 8 stories. For further clarification: Maximum Height is guided by both Maximum Height in distance and Maximum Number of stories simultaneously. Therefore, if a floor to floor height of 10 feet were provided, the resulting number of stories could not be increased to fill the bulk of what a floor to floor height of 15 would have achieved. The only exception to the "number of stories" rule is the eastern portion of Block 24 fronting on Marin Boulevard, Park Avenue and South Cove extending only to the center of the Block as depicted on the Regulating Plan: Heights. This exception shall only be allowed when the hotel use is a Class A hotel incorporating a minimum total of 80,000 sq. ft. of indoor convention, banquet, and meeting room space, swimming pool, fitness center, salon services and other retail shops and services which must be incorporated into any project taking advantage of this exception at this location. This is the only location within the Redevelopment Area where a hotel is required. The Plan envisions a mixed-use hotel / residential building at this location. This exception shall only permit the construction of additional floors dedicated to hotel uses. No more than 10 floors may be dedicated to residential dwelling units. All floors must conform to the minimum and maximum floor heights as stipulated above, except that the height of the first and second floors of the hotel may be increased to a maximum of 25 feet in order to provide sufficient height and volume for banquet and convention facilities, and may include mezzanine areas. The maximum height of the building shall not exceed 245 feet, which is the maximum height which would otherwise be allowed pursuant to the requirements of the section.

• **Story Height Variety:** The first above-ground story of a building shall be a minimum of 1' taller than the upper stories.

• **Tower Stories:** L-Class Buildings facing the Tidewater Basin are permitted to include one or two towers each. These towers shall have a footprint no larger than 6400 s.f. for a maximum of four stories. Above that height, they may continue to rise within a roof or stepbacks at a maximum average slope between 6:12 and 24:12. No tower shall contain more than 60,000 s.f. total occupied space.

• **Cupola Stories:** XL - Class buildings are allowed to rise above their required height within a roof or stepbacks at a maximum average slope of between 6:12 and 12:12.

• **Attic Story:** S, SM, and M-Class buildings may contain a single attic story located above the cornice or behind the parapet, within the sloped roof, which receives its light exclusively through dormer windows and/or skylights. As an alternative, this story may have (windowed) walls perpendicular to the ground if it is set back a minimum of 10' from the Frontage Line, creating a roof deck.

• **Penthouse Story:** L-Class buildings may contain a penthouse story located above the roof. Penthouse shall be setback from the main building frontage line a minimum which assures clearance of any visual site lines from the midpoint of the sidewalk across the street at eye-level. Penthouse does not require to be duplex.

• **XS-Class Building Height:** The XS-Class is reserved for commercial buildings of quasi-civic use (market halls, etc.) that are intended to have a civic presence. These buildings are limited to two stories in height but have no story-height limits.

• **First-Floor Ground Heights:** A building's first floor shall be located between 0' and 7' above the sidewalk. Retail first floors shall be located at sidewalk height. Residential first floors shall be located a minimum of 2' above the sidewalk, with window sills a minimum of 5' above the sidewalk.

• **Building Entries:** Every use within a building, except for indoor accessory swimming pool amenities, shall have a primary point of pedestrian ingress and egress to the street. All buildings shall place their primary entrance at one street Frontage, although additional secondary entrances shall be permitted. Every apartment and office within a building shall be provided with a path to and from the sidewalk that does not pass through a parking garage that shall serve as the primary, prominent entrance. Every retail and commercial (including entertainment) establishment within a building shall place its primary entrance at the sidewalk. This is true of hotel restaurants and gift shops as well.

• **Prominent Entries:** Main building entries shall be easily identifiable as such from the sidewalk, and may not occur simply as voids between buildings.

• **Facade Articulation, General:** Buildings shall have a clear base, middle, and top by providing string courses and/or horizontally differentiating surface treatment, as

further required below. (For example, a building could have a stucco base and a string course between a brick middle and top.) Transition locations:

XS: exempt.

S: once between the basement ceiling and the first floor ceiling, once again within the top story (attic not counted).

SM: once between the first floor window sill and the second floor ceiling, once again at or above the window sill of the second-to-last story.

M: once between the second floor ceiling and the third floor sill, once again within the top 2 stories.

L: once between the second floor ceiling and the third floor sill, once again within the top 2 stories (towers not included). Any towers shall contain an additional articulation within the top 2 stories.

XL: once at the eighth floor, once again 2 to 4 stories from the top.

• **Facade Articulation, Specific:** In order to create certain unified streetscapes, the facade articulations required above are further specified to include a cornice, balcony, slight stepback, or heavy string course at precisely the following heights. These articulations shall substitute for, or be in addition to, those discussed above.

Marin Boulevard: 80' above sidewalk grade.

Canal Street 160' above sidewalk grade.

Park Avenue: 60' above sidewalk grade.

Morris Boulevard: 70' above sidewalk grade.

Buildings at corners shall transition gracefully between articulations required at different heights.

• **Facade Ratio:** The percentage of void area (windows and other openings) in a building facade shall be between 20% and 60%, except at street-level retail Frontages, where it shall not be lower than 75%.

• **Facade Composition:** "Scattered-window" facades shall not be allowed at Frontages. Each facade shall present a unified, rational composition.

• **Facade Materials:** To avoid busyness, facades shall consist of no more than three materials, textures or colors (windows and framing not counted). Any changes in primary wall material shall occur across a horizontal line, with the heavier-appearing material below the lighter (for example, wood over bricks, or bricks over stone).

• **Facade Color:** The color of building walls shall be within the white-to-russet quadrant of the color wheel, including cream, beige, tan, gray, yellow, ochre, red, and brown.

These written URBAN AND ARCHITECTURAL REGULATIONS are to be used in conjunction with the graphic REGULATING PLANS.

Block 17 Proposed Amendment

MANDATORY

• **Additional Regulations:** These Regulations supplement the General Regulations also contained in this plan, which should be read in conjunction with these pages.

• **Streetscape Materials:** Vehicular cartpaths shall be constructed of asphalt. The main portion of sidewalks shall be constructed in concrete with mica added to sparkle at night. The outer 4' - 5' of sidewalks shall be constructed of bricks (or similar pavers) between flush-mounted metal tree grates. (Tree grates shall be maintained regularly to avoid trunk restriction.) Curbs shall be vertical without horizontal lips (no gutter pans).

• **Street Planting:** The street-tree pattern shall be regularly spaced at the distance specified in the Thoroughfare Standards.

• **Street Lighting:** Street lights shall be located at the outer edge of all sidewalks, and shall correspond to the Regulating Plan as follows:

Required Retail Frontages: One lighting standard (no more than 15' tall) for every 30 linear feet of sidewalk average.

Optional Retail Frontages: One lighting standard (no more than 15' tall) for every 50 linear feet of sidewalk average.

Undesignated Frontages: One lighting standard (no more than 20' tall) for every 70 linear feet of sidewalk average.

Residential-Only Frontages: One lighting standard (no more than 25' tall) for every 90 linear feet of sidewalk average.

These requirements may be adjusted relative to one another in response to the photometric specifications of the chosen light standards. Street lights shall be placed by beginning at corners (without blocking crosswalks) and then working inward to the block middle. Street lights shall produce a spectrum in the daylight-incandescent range. (Blueish and very yellowish lamps are not allowed.)

All street lighting shall be of decorative design and comply with the approved fixture type. The developer is responsible for all additional costs of this lighting.

• **Utilities:** Transformers, dumpsters, junction boxes, lift stations, electrical meters, condensers, signal boxes, other such machinery, and the mechanical controls for same shall be below ground or interior to the block and masked from frontages by building elements in a manner consistent with the design of the building, incorpo-

rating false windows and dispersed venting to maintain the window rhythm and building pattern design. (A wall of venting for mechanical rooms is not acceptable.) Any louvers must be screened with decorative grates. When a mid-block location is incorporated into the project or phase, above referenced utilities shall be located mid-block if technologically possible.

• **Street Signage:** Public signage shall be consolidated and affixed onto lamp posts wherever possible.

• **Obstructions:** Mailboxes, bicycle racks, and other pedestrian impediments shall be located at the outer edge of the sidewalk. Exceptions: Sidewalk dining may encroach the majority of the sidewalk providing that a 5' clear aisle is maintained. Benches shall be placed against building walls as people dislike sitting with motion behind them.

• **Building Depth:** Buildings of class SM, M, and L may not reach beyond the depths indicated in the Regulating Plan, but they may choose to pull back at midblock to create rear courtyards.

• **Building Frontages:** Buildings are required to place their front walls along the Frontage Lines indicated in the Regulating Plan along at least 80% of their frontage. The remaining 20% allows for architectural articulations such as recessed walls.

• **Building Attachments:** Arcades, Awnings, Bay Windows, Balconies, Roof Overhangs, Stoops and Porches, may encroach into private property in front of the Frontage Line, provided they are conforming to the maximum attachment dimensions listed below, and those are found acceptable by the Planning Board, receiving site Plan approval as required by this plan. Of the above, all may also encroach into public rights of way in front of the Frontage Line.

• **Attachment Dimensions:** Arcades shall cover all but the outer 2' of the enfronting sidewalk. Awnings shall be 5 to 10 feet deep and may place supports upon the public sidewalk. Bay Windows shall be a maximum depth of 4'. Balconies shall be a maximum depth of 2'. Roof Overhangs under 20' in height shall not encroach a vehicular cartpath. Porches shall be 7' to 12' deep.

• **Building Height:** Maximum building height shall specified in number of stories as shown in the Regulating Plan. Minimum Building height shall be three quarters of the maximum.

• **Story Height:** Each story shall not be less than 9' from floor to ceiling (or 10' from floor to floor) nor more than 15' from floor to floor, with the exception of the ground-level retail story, which may reach 20' from floor to floor (and may include a mezzanine within). *Buildings that wish to exceed the story heights indicated herein may only do so by reducing the number of stories.* For example, an M-Class building may not exceed 20' + (7 x 15') = 125' in height (plus attic), even if it contains less than 8 stories. For further clarification: Maximum Height is guided by both Maximum Height in distance and Maximum Number of stories simultaneously. Therefore, if a floor to floor height of 10 feet were provided, the resulting number of stories could not be increased to fill the bulk of what a floor to floor height of 15 would have achieved. The only exception to this rule is the mid-block portion of Block 24 fronting only on Park Avenue and extending only to the center of the Block as depicted on the Regulating Plan: Heights. This exception shall only be allowed when the use is a Class A hotel incorporating a minimum total of 80,000 sq. ft. of indoor convention, banquet, and meeting room space, in addition to swimming pool, fitness center, salon services and other retail shops and services which must be incorporated into any project taking advantage of this exception at this location. Hotels shall have a floor to floor height of no less than 9 feet.

• **Story Height Variety:** The first above-ground story of a building shall be a minimum of 1' taller than the upper stories.

• **Tower Stories:** L-Class Buildings facing the Tidewater Basin are permitted to include one or two towers each. These towers shall have a footprint no larger than 6400 s.f. for a maximum of four stories. Above that height, they may continue to rise within a roof or stepbacks at a maximum average slope between 6:12 and 24:12. No tower shall contain more than 60,000 s.f. total occupied space.

• **Cupola Stories:** XL - Class buildings are allowed to rise above their required height within a roof or stepbacks at a maximum average slope of between 6:12 and 12:12.

• **Attic Story:** S, SM, and M-Class buildings may contain a single attic story located above the cornice or behind the parapet, within the sloped roof, which receives its light exclusively through dormer windows and/or skylights. As an alternative, this story may have (windowed) walls perpendicular to the ground if it is set back a minimum of 10' from the Frontage Line, creating a roof deck.

• **Penthouse Story:** L-Class buildings may contain a penthouse story located above the roof. Penthouse shall be setback from the main building frontage line a minimum which assures clearance of any visual sight lines from the midpoint of the sidewalk across the street at eye-level, except along Avenue G at Block 17, where the penthouse may exist as a minimal architectural expression. Penthouse is not required to be duplex.

• **XS-Class Building Height:** The XS-Class is reserved for commercial buildings of quasi-civic use (market halls, etc.) that are intended to have a civic presence. These buildings are limited to two stories in height but have no story-height limits.

• **First-Floor Ground Heights:** A building's first floor shall be located between 0' and 7' above the sidewalk. Retail first floors shall be located at sidewalk height. Residential first floors shall be located a minimum of 2' above the sidewalk, with window sills a minimum of 5' above the sidewalk.

• **Building Entries:** Every use within a building, except for indoor accessory swimming pool amenities, shall have a primary point of pedestrian ingress and egress to the street. All buildings shall place their primary entrance at one street Frontage, although additional secondary entrances shall be permitted. Every apartment and office within a building shall be provided with a path to and from the sidewalk that does not pass through a parking garage that shall serve as the primary, prominent entrance. Every retail and commercial (including entertainment) establishment within a building shall place its primary entrance at the sidewalk. This is true of hotel restaurants and gift shops as well.

• **Prominent Entries:** Main building entries shall be easily identifiable as such from the sidewalk, and may not occur simply as voids between buildings.

• **Facade Articulation, General:** Buildings shall have a clear base, middle, and top by providing string courses and/or horizontally differentiating surface treatment, as further required below. (For example, a building could have a stucco base and a string course between a brick middle and top.) Transition locations:

XS: exempt.
S: once between the basement ceiling and the first floor ceiling, once again within the top story (attic not counted).

SM: once between the first floor window sill and the second floor ceiling, once again at or above the window sill of the second-to-last story.

M: once between the second floor ceiling and the third floor sill, once again within the top 2 stories.

L: once between the second floor ceiling and the third floor sill, once again within the top 2 stories (towers not included). Any towers shall contain an additional articulation within the top 2 stories.

XL: once at the eighth floor, once again 2 to 4 stories from the top.

• **Facade Articulation, Specific:** In order to create certain unified streetscapes, the facade articulations required above are further specified to include a cornice, balcony, slight stepback, or heavy string course at precisely the following heights. These articulations shall substitute for, or be in addition to, those discussed above.
Marin Boulevard: 80' above sidewalk grade.
Canal Drive: 160' above sidewalk grade.
Park Avenue: 60' above sidewalk grade.
Morris Boulevard: 70' above sidewalk grade.

Buildings at corners shall transition gracefully between articulations required at different heights.

• **Facade Ratio:** The percentage of void area (windows and other openings) in a building facade shall be between 20% and 60%, except at street-level retail Frontages, where it shall not be lower than 75%.

• **Facade Composition:** "Scattered-window" facades shall not be allowed at Frontages. Each facade shall present a unified, rational composition.

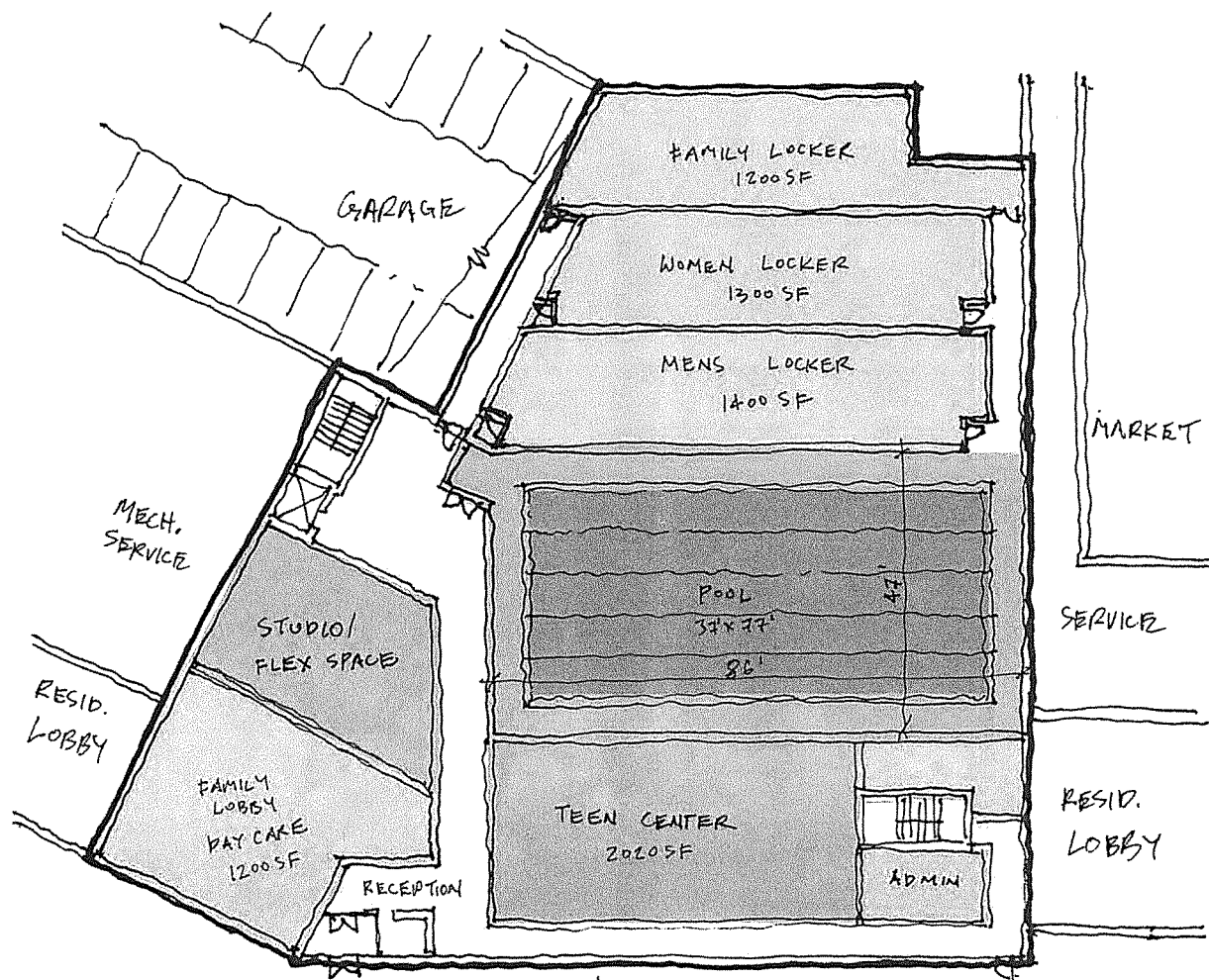
• **Facade Materials:** To avoid busyness, facades shall consist of no more than three materials, textures or colors (windows and framing not counted). Any changes in primary wall material shall occur across a horizontal line, with the heavier-appearing material below the lighter (for example, wood over bricks, or bricks over stone).

• **Facade Color:** The color of building walls shall be within the white-to-russet quadrant of the color wheel, including cream, beige, tan, gray, yellow, ochre, red, and brown.

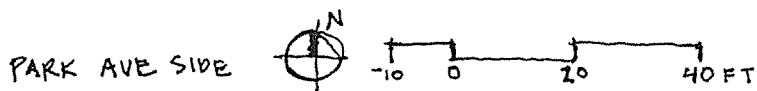
• **Blank Walls:** Walls at Frontages may not be blank at the street level; first floor walls at Frontages shall have at least one window per structural bay, in a pattern that suggests habitation. Exposed basement walls at Frontages shall have at least one small window per structural bay as appropriate to an occupied foundation.

• **Parking Frontage:** Where parking structures directly enfront the sidewalk, they shall be articulated to resemble habitable buildings, with vertically proportioned openings at every level (smaller at grade, larger above).

**Floor Plan of
a potential
YMCA use.
ILLUSTRATIVE
USE ONLY.
NOT
REGULATORY
IN NATURE**



GROUND LEVEL PLAN (16,800 GSF)



PARK AVENUE LANDING
LIBERTY HARBOR NORTH
PARCEL 17

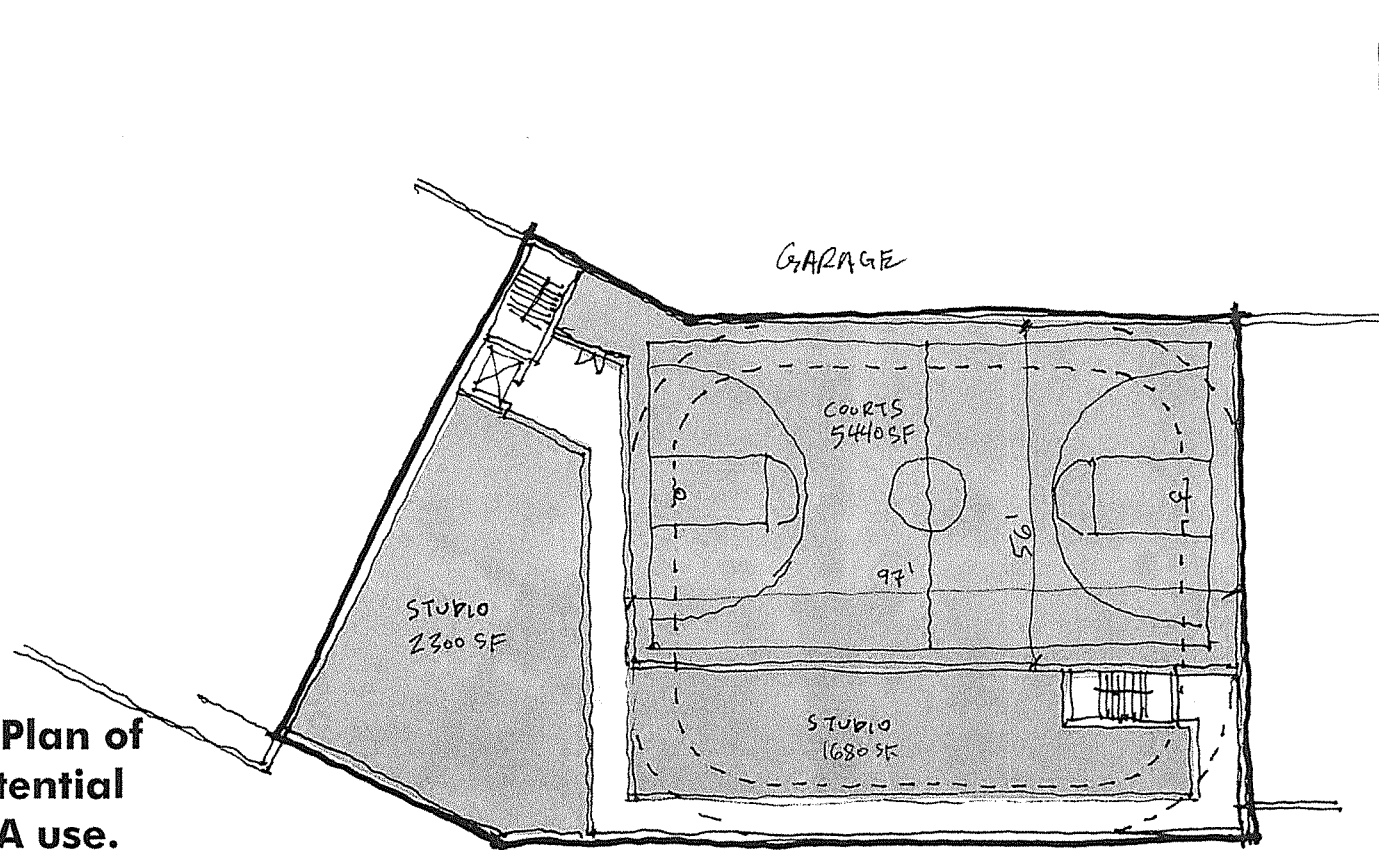
JERSEY CITY, NJ.

YMCA PROGRAM STUDY

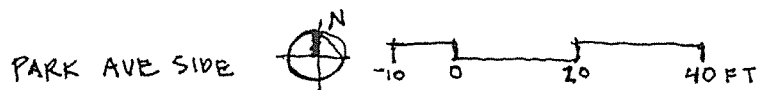
- 1) **GROUND LEVEL- 16,800 GSF**
-RECEPTION, ADMIN
-POOL (5 LANES)
-FAMILY, MENS, WOMENS LOCKER
-FAMILY / DAYCARE
-TEEN CENTER
-STUDIO / FLEX SPACE
 - 2) **SECOND LEVEL- 11,500 GSF**
-BASKETBALL COURTS
(30 ft clear ceiling ht)
-STUDIO / FLEX SPACE
 - 3) **MEZZANINE- 5,000 GSF**
-RUNNING TRACK
OVERLOOKS COURT BELOW
- MEZZ. OUTDOOR AREA- 2300 GSF**
- 4) **THIRD LEVEL- 9,000 GSF**
-WELLNESS / FITNESS
-EQUIPMENT
-STUDIO / FLEX SPACE
 - 5) **OUTDOOR ROOF TERRACE- 9000 GSF (OPTIONAL)**

TOTAL PROPOSED AREA (GSF)
42,300 GSF INDOOR SPACE
11,300 GSF OUTDOOR SPACE

**Floor Plan of
a potential
YMCA use.
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SECOND LEVEL PLAN (11,500 GSF)



PARK AVENUE LANDING
LIBERTY HARBOR NORTH
PARCEL 17

JERSEY CITY, NJ.

YMCA PROGRAM STUDY

- 1) **GROUND LEVEL-** 16,800 GSF
-RECEPTION, ADMIN
-POOL (5 LANES)
-FAMILY, MENS, WOMENS LOCKER
-FAMILY / DAYCARE
-TEEN CENTER
-STUDIO / FLEX SPACE
- 2) **SECOND LEVEL-** 11,500 GSF
-BASKETBALL COURTS
(30 ft clear ceiling ht)
-STUDIO / FLEX SPACE
- 3) **MEZZANINE-** 5,000 GSF
-RUNNING TRACK
OVERLOOKS COURT BELOW
- MEZZ. OUTDOOR AREA-** 2300 GSF
- 4) **THIRD LEVEL-** 9,000 GSF
-WELLNESS / FITNESS
-EQUIPMENT
-STUDIO / FLEX SPACE
- 5) **OUTDOOR ROOF TERRACE-** 9000 GSF
(OPTIONAL)

TOTAL PROPOSED AREA (GSF)
42,300 GSF INDOOR SPACE
11,300 GSF OUTDOOR SPACE

PARK AVENUE LANDING

LIBERTY HARBOR NORTH
PARCEL 17

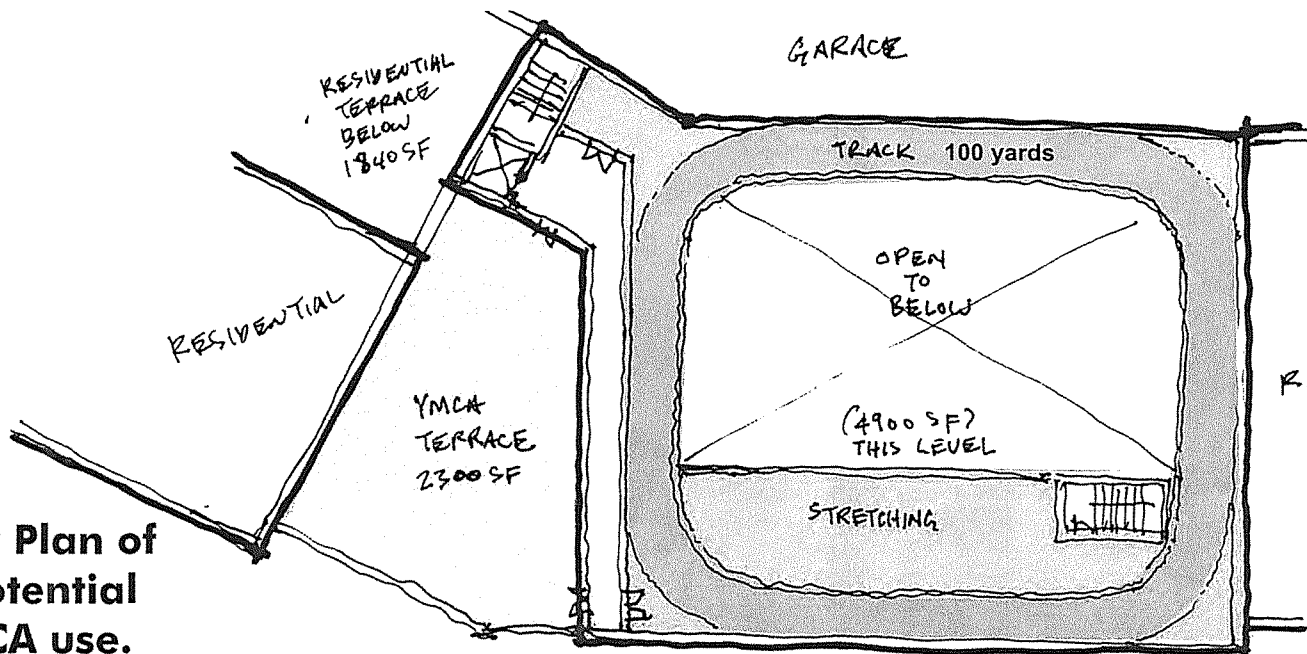
JERSEY CITY, NJ.

YMCA PROGRAM STUDY

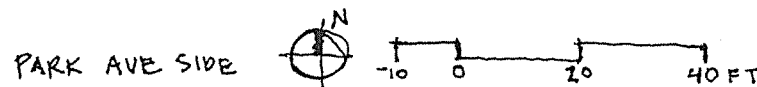
- 1) **GROUND LEVEL**- 16,800 GSF
 - RECEPTION, ADMIN
 - POOL (5 LANES)
 - FAMILY, MENS, WOMENS LOCKER
 - FAMILY / DAYCARE
 - TEEN CENTER
 - STUDIO / FLEX SPACE
- 2) **SECOND LEVEL**- 11,500 GSF
 - BASKETBALL COURTS
 - (30 ft clear ceiling ht)
 - STUDIO / FLEX SPACE
- 3) **MEZZANINE**- 5,000 GSF
 - RUNNING TRACK
 - OVERLOOKS COURT BELOW
- 4) **THIRD LEVEL**- 9,000 GSF
 - WELLNESS / FITNESS
 - EQUIPMENT
 - STUDIO / FLEX SPACE
- 5) **OUTDOOR ROOF TERRACE**- 9000 GSF (OPTIONAL)

TOTAL PROPOSED AREA (GSF)
42,300 GSF INDOOR SPACE
11,300 GSF OUTDOOR SPACE

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MEZZANINE LEVEL PLAN (5,000 GSF)



PARK AVENUE LANDING

LIBERTY HARBOR NORTH
PARCEL 17

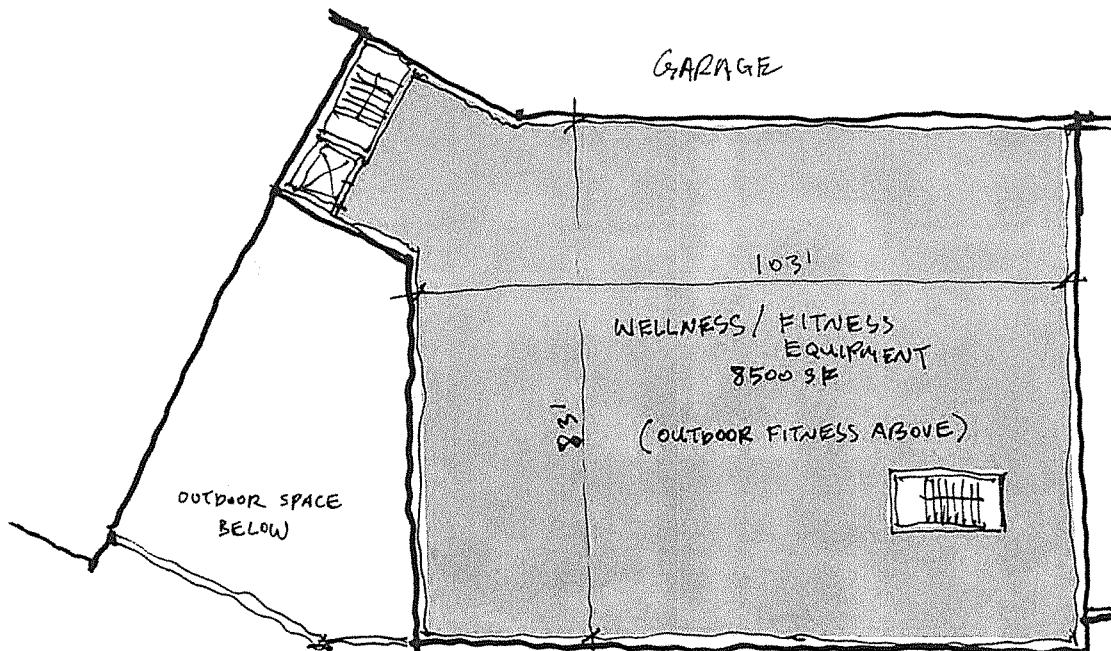
JERSEY CITY, NJ.

YMCA PROGRAM STUDY

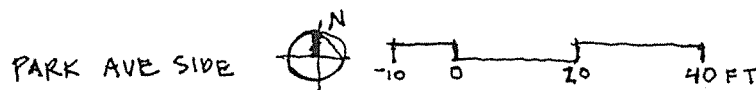
- 1) **GROUND LEVEL**- 16,800 GSF
 - RECEPTION, ADMIN
 - POOL (5 LANES)
 - FAMILY, MENS, WOMENS LOCKER
 - FAMILY / DAYCARE
 - TEEN CENTER
 - STUDIO / FLEX SPACE
- 2) **SECOND LEVEL**- 11,500 GSF
 - BASKETBALL COURTS
 - (30 ft clear ceiling ht)
 - STUDIO / FLEX SPACE
- 3) **MEZZANINE**- 5,000 GSF
 - RUNNING TRACK
 - OVERLOOKS COURT BELOW
- MEZZ. OUTDOOR AREA**- 2300 GSF
- 4) **THIRD LEVEL**- 9,000 GSF
 - WELLNESS / FITNESS
 - EQUIPMENT
 - STUDIO / FLEX SPACE
- 5) **OUTDOOR ROOF TERRACE**- 9000 GSF (OPTIONAL)

TOTAL PROPOSED AREA (GSF)
42,300 GSF INDOOR SPACE
11,300 GSF OUTDOOR SPACE

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THIRD LEVEL PLAN (9,000 GSF)



PARK AVENUE LANDING

LIBERTY HARBOR NORTH
PARCEL 17

JERSEY CITY, NJ.

YMCA PROGRAM STUDY

- 1) **GROUND LEVEL**- 16,800 GSF
 - RECEPTION, ADMIN
 - POOL (5 LANES)
 - FAMILY, MENS, WOMENS LOCKER
 - FAMILY / DAYCARE
 - TEEN CENTER
 - STUDIO / FLEX SPACE

- 2) **SECOND LEVEL**- 11,500 GSF
 - BASKETBALL COURTS
 - (30 ft clear ceiling ht)
 - STUDIO / FLEX SPACE

- 3) **MEZZANINE**- 5,000 GSF
 - RUNNING TRACK
 - OVERLOOKS COURT BELOW

MEZZ. OUTDOOR AREA- 2300 GSF

- 4) **THIRD LEVEL**- 9,000 GSF
 - WELLNESS / FITNESS
 - EQUIPMENT
 - STUDIO / FLEX SPACE

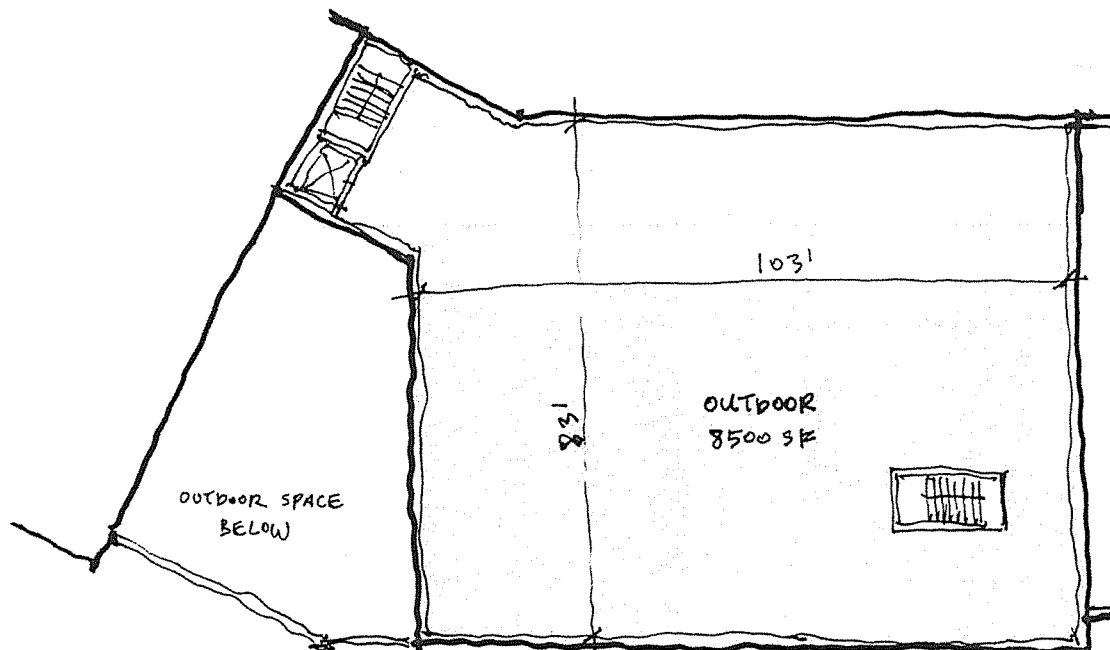
- 5) **OUTDOOR ROOF TERRACE**- 9000 GSF
(OPTIONAL)

TOTAL PROPOSED AREA (GSF)

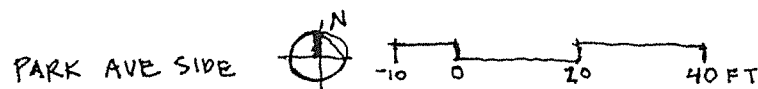
42,300 GSF INDOOR SPACE

11,300 GSF OUTDOOR SPACE

**Floor Plan of
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OUTDOOR ROOF TERRACE PLAN (9,000 GSF)



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

ORDINANCE NO. Ord. 13-036
 TITLE: 3.F. MAR 13 2013 4.E. MAR 28 2013



Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Liberty Harbor North Redevelopment Plan relating to Redevelopment Plan Blocks 16 & 17 the widening of Park Avenue, new parks and civic facilities

RECORD OF COUNCIL VOTE ON INTRODUCTION											
COUNCILPERSON				COUNCILPERSON				COUNCILPERSON			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	ABSENT			FULOP	✓			LAVARRO	✓		
LOPEZ	✓			RICHARDSON	✓			COLEMAN	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				Councilperson				Councilperson			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			LAVARRO	✓		
LOPEZ	ABSENT			RICHARDSON	ABSENT			COLEMAN	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				Councilperson				Councilperson			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				LAVARRO			
LOPEZ				RICHARDSON				COLEMAN			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON				COUNCILPERSON				COUNCILPERSON			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			LAVARRO	✓		
LOPEZ	ABSENT			RICHARDSON	✓			COLEMAN	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAR 13 2013

Adopted on second and final reading after hearing on MAR 28 2013

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAR 28 2013

Robert Byrne
 Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Peter M. Brennan
 Peter M. Brennan, Council President

Date: MAR 28 2013

APPROVED:
Jerramiah T. Healy
 Jerramiah T. Healy, Mayor

Date APR 01 2013

Date to Mayor APR 01 2013

EXHIBIT 40

Visualization of C.O.S. Block 17 Development

BLOCK 17 PHASING DIAGRAM

- PHASE 1 380 UNITS - 38 LEVELS
- PHASE 2A 200 UNITS - 17 LEVELS
- PHASE 2B 420 UNITS - 42 LEVELS

